VERSION 1.0

June 16, 2021

BOARD OF DIRECTORS MEETING

JUNE 16, 2021

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

JEFF CROSS, BOARD CLERK

TODD HOUSE, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

SHAWN KURIAN, BOARD DIRECTOR

Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440 Website | sfmd.az.gov

Meeting Call-in Number
(480) 646-1864
Access Pin Code: 1234

PURSUANT TO A.R.S. §38.431.02
Notice is hereby given to the general public the Superstition Fire & Medical District (SFMD) will hold a meeting on **Wednesday, June 16, 2021**. 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 general public and will begin at **5:30 p.m.** local time.

In addition to the consideration of the other items set forth in this Agenda, the purpose of the meeting is to consider possible ratification of action taken by the Governing Board of the Superstition Fire & Medical District at the May 19, 2021 regular Board meeting. The Board made a motion to approve the Standard & Poor's credit rating for the District with regard to its PSPRS refinancing initiative, and to authorize the expenditure of funds in the amount of $30,000 in conjunction therewith. The Board also approved of the engagement of Stifel, Nicolaus & Company, Inc. and the staff execution of an engagement letter with Stifel, Nicolaus & Company, Inc., in conjunction therewith. However, the Agenda for the May 19, 2021 meeting did not include adequate reference to possible action being taken on these matters and only referred to a discussion relating to the same.

As a result, the Governing Board of the Supersition Fire & Medical District will meet on June 16, 2021 for purposes of considering ratification of the above-referenced discussion and action.

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 May 2021 financial reports and bank reconciliations. (BOD #2021-06-01)**

2. **Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-06-02)**

3. **Call to the Public. (BOD #2021-06)**

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 #2021-06-03):**

   A. Board Meeting Minutes from May 19, 2021
   B. Special Board Meeting Minutes from May 28, 2021
   C. Executive Session Meeting Minutes (Session 1) from May 28, 2021
   D. Executive Session Meeting Minutes (Session 2) from May 28, 2021
   E. Executive Session Meeting Minutes from April 21, 2021
   F. Transfer Funds for 6/30/2021 Debt Service Payments
   G. Fire Investigator Contract for Services with John Lindstrom

5. **Discussion and possible action regarding the approval of Resolution #2021-06-16-19 relating to the ratification of the Board's prior decision to approve the PSPRS unfunded liability refinancing opportunity and expenditure of up to $30,000 for the District credit rating in conjunction therewith; and ratification of the engagement of Stifel, Nicolaus & Company, Inc. and the prior execution of a an engagement letter relating to the same. (BOD #2021-06-04)**

6. **Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2021/2022 Revenue and Expenditure Budget and adoption of Resolution 2021-06-16-17. (BOD #2021-06-05)**

7. **Discussion, consideration and possible adoption of Resolution 2021-06-16-18 approving the sale and execution and delivery of Certificates of Participation in a Lease –Purchase Agreement; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents; adopting a Contingency Reserve Fund Policy and delegating authority to determine certain matters with respect to the foregoing. (BOD #2021-06-06)**

8. **Discussion and possible approval of establishing a new Pinal County Treasurer (PCT) fund for the purpose of segregating the Certificates of Participation Contingency Reserve funds. (BOD #2021-06-07)**

9. **Discussion, consideration and possible approval of the Emergency Federal Land Use Agreement related to the Telegraph fire or other wildland fires in our area. (BOD #2021-06-08)**

10. **Possible vote to go into Executive Session (#1) for legal advice pursuant to § A.R.S. 38-431.03(A)(3) in regard to the possible 1099 consulting agreement with retired Fire Chief Mike Farber; and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) relating thereto; AND**
    Possible vote to go into Executive Session (#2) for legal advice pursuant to § A.R.S. 38-431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; and related Office of Administrative Hearing matter relating thereto. (BOD #2021-06-09)

11. **Public Session. Discussion and possible action re: possible approval of a 1099 consulting agreement with retired Fire Chief Mike Farber; Possible instructions to legal counsel and staff relating to the same. (BOD #2021-06-10)**

12. **Discussion and possible action re: the White personnel matter; and related pending Office of Administrative Hearing matter; Possible instructions to legal counsel and staff relating to the same. (BOD #2021-06-11)**

13. **Discussion, consideration and possible action to create and establish a committee for the purpose of reviewing and updating the SFMD Governing Board of Directors Bylaws. (BOD #2021-06-12)**

14. **Reports. (BOD #2021-06-13)**

    <u>Senior Leadership Team (SLT)</u>:
    Fire Chief John Whitney
    Assistant Chief Richard Ochs
    Assistant Chief Richard Mooney
    Assistant Chief Jeff Cranmer
    Administrative Services Director Anna Butel
    Finance Director Roger Wood
    Captain John Walka

15. **New Business / Future Agenda Items. (BOD #2021-06-14)**

16. **Announcements (BOD #2021-06)**

17. **Adjourn (BOD #2021-06-15)**

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).

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.

Posted on: June 10, 2021
At 5:00 p.m.
By: Sherry Mueller

Governing Board Meeting – June 16, 2021
Agenda Item: 1
BOD#: 2021-06-01

Agenda Item Title
Review and approval of the May 2021 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 May 2021 financial reports and bank reconciliations."

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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 **May 2021:**

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

_____ _____

Kathleen Chamberlain, Board Chair Date

Governing Board Meeting – June 16, 2021
Agenda Item: 2
BOD#: 2021-06-02

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

Submitted By
Fire Chief John Whitney
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.

June Service Anniversaries

27 Years of Service

Assistant Chief **Jeff Cranmer**

Engineer / Paramedic **Mike Wolfe**

20 Years of Service

Firefighter **Ryan Elowe**

15 Years of Service

Captain / Paramedic **Alex Dupuis**

14 Years of Service

Engineer **Brandon Blessum**

Firefighter / Paramedic **Ryan Rodriquez**

Captain / Paramedic **Geof Shively**

Steven Schaeken – Graduated Phoenix Fire Academy

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Governing Board Meeting – June 16, 2021
Agenda Item: 3
BOD#: 2021-06-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 – June 16, 2021
Agenda Item: 4
BOD#: 2021-06-03

Agenda Item Title

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

A. Board Meeting Minutes from May 19, 2021 – **Appendix A**
B. Special Board Meeting Minutes from May 28, 2021 - **Appendix B**
C. Executive Session Meeting Minutes (Session 1) from May 28, 2021- **Appendix C**
D. Executive Session Meeting Minutes (Session 2) from May 28, 2021 - **Appendix D**
E. Executive Session Meeting Minutes from April 21, 2021 - **Appendix E**
F. Transfer Funds for 6/30/2021 Debt Service Payments – **Appendix F**
G. Fire Investigator Contract for Services with John Lindstrom – **Appendix G**

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 June 16, 2021."

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Governing Board Meeting – June 16, 2021
Agenda Item: #5
BOD#: 2021-06-04

Agenda Item Title

Discussion and possible action regarding the approval of Resolution #2021-06-16-19 relating to the ratification of the Board's prior decision to approve the PSPRS unfunded liability refinancing opportunity and expenditure of up to $30,000 for the District credit rating in conjunction therewith; and ratification of the engagement of Stifel, Nicolaus & Company, Inc. and the prior execution of a an engagement letter relating to the same.

Submitted By

William Whittington, Legal Counsel
Anna Butel, Director of Administrative Services

Financial Impact(s)/Budget Line Item

Enclosure(s)

Resolution #2021-06-16-19

Recommended Motion

"Motion to approve Resolution #2021-06-16-19 for the ratification of the Boards prior decision to approve PSPRS unfunded liability refinancing opportunity, and expenditure of up to $30,000 for the district credit rating in conjunction therewith; and ratification of the engagement of Stifel, Nicolaus & Company, Inc. and the prior execution of a an engagement letter relating to the same"

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SUPERSTITION FIRE & MEDICAL DISTRICT

Ratification Resolution No. 2021-06-16-19

WHEREAS, on **June 16, 2021** the Governing Board of the Superstition Fire & Medical District (the "Governing Board") met in regular session at 5:30 p.m. at the District's Administrative Office located at 565 N. Idaho Rd., Apache Junction, AZ 85119, with the following members being present:

Kathleen Chamberlain
Jeff Cross
Todd House
Jason Moeller
Shawn Kurian

WHEREAS, those present were advised that there had been a possible inadvertent Open Meeting Law violation;

WHEREAS, those present were further advised that the Governing Board met on May 19, 2021 for purposes of holding a regularly scheduled monthly meeting, and during that meeting the Governing Board made a motion to approve of a Standard & Poor's credit rating in support of its pursuit of a Certificate of Participation ("COP") to help finance its unfunded PSPRS liability, and to authorize the expenditure of $30,000 for the cost of said credit rating; and

WHEREAS, those present were further advised that the Governing Board also approved the engagement of Stifel, Nicolaus & Company, Inc. in conjunction therewith and acknowledged staff's prior execution of an engagement letter with Stifel, Nicolaus & Company, Inc. to effectuate the same.

WHEREAS, those present were further advised that the Notice and Agenda for the meeting did not contain reference to any possible Board action being taken on the matter; and

WHEREAS, those present were further advised that the decision to approve the Standard & Poor's credit rating for the District, the expenditure of $30,000 in conjunction therewith, and the engagement of Stifel, Nicolaus & Company, Inc. may have been inappropriate because of the failure to post a clear item description referencing possible action on the Agenda for the May 19, 2021 meeting; and

WHEREAS, the public was provided a written notice of said possible ratification, in the form attached hereto as Exhibit "A".

The following resolution was thereafter introduced in written form, reading in full, and pursuant to motion duly made by _____ and seconded by _____ was adopted by the following vote:

	Yea	Nay	Abstain
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The resolution was then signed by the Governing Board in an open meeting and recorded by the Board Clerk. The resolution is as follows:

NOW THEREFORE, BE IT RESOLVED, ratifying the Governing Board's decision to approve of a Standard and Poor's credit rating for the District and the expenditure of $30,000 for the cost of said credit rating, and ratifying the engagement of Stifel, Nicolaus & Company, Inc. and the prior execution of an engagement letter relating to same.

ADOPTED AND APPROVED this ____ day of June, 2021.

_____
Board Chairman

ATTEST:

_____
Board Clerk

PUBLIC NOTICE OF POSSIBLE RATIFICATION ACTION

It has been brought to the Fire Board's attention that the Superstition Fire & Medical District Governing Board may have inadvertently taken action in violation of the open meeting laws during the regular meeting called on Wednesday, May 19, 2021

As a result, the Board has determined that ratification of certain action taken during that meeting is appropriate. Under Arizona law the Fire District Board is required to provide a detailed statement of each item which is to be ratified. This is done below. This statement is intended to be made available to the public.

1. Ratification of the Governing Board's Decision to approve a Standard & Poor's credit rating for the District in support of the PSPRS Certificate of Participation refinancing initiative and authorize the expenditure of $30,000 in conjunction therewith, and approval of and prior staff execution of the engagement letter with Stifel, Nicolaus & Company, Inc. in conjunction with the above-referenced matter.

   The May 19, 2021 agenda may have inadvertently failed to include a reference to possible Board action on the above-referenced matter. This matter was set for discussion, however, the Board made a motion to approve the Standard & Poor's credit rating in support of its pursuit of a Certificate of Participation ("COP") to help finance its unfunded liability and to authorize the expenditure of $30,000 for the same. The Board also authorized the engagement of Stifel, Nicolaus & Company, Inc., in conjunction therewith and acknowledged staff's prior execution of an engagement letter to effectuate the same. However, the agenda item did not make specific reference to any possible action being taken relating to the matter.

As a result, the Governing Board of Superstition Fire & Medical District will meet on June 16, 2021 for purposes of considering ratification of the above-referenced items.

* Please note that copies of this Notice, the resolution in question and copies of the previous Agenda and Minutes may be obtained at the Administrative Office of the Superstition Fire & Medical District, located at 565 N. Idaho Rd, Apache Junction, AZ 85119.

Governing Board Meeting – June 16, 2021
Agenda Item: #6
BOD#: 2021-06-05

Agenda Item Title
Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2021 / 2022 Revenue and Expenditure Budget and adoption of **Resolution 2021-06-16-17.**

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background/Discussion
A Tentative Fiscal Year 2021 / 2022 Revenue and Expenditure Budget is scheduled to be adopted at this board meeting in correlation with the opening of a 20-day public comment period.

The Board will be presented with a budget that may still be modified and adjusted as the Board decides. It is suggested that the Board adopt a Tentative Budget by adopting **Resolution 2021-06-16-17** at this meeting after any adjustments, changes, or other modifications. This allows sufficient time for staff to post the budget as required by law and meet timelines necessary for allowing at least 20-day public review and comment period.

The budget the Staff is presenting represents a tax rate of $3.25 per hundred dollars of secondary valuation for District operations, a $0.25 special assessment related to the Tax Override Initiative, and a $0.13 special assessment related to the JPMorgan Chase Refinancing Bond debt principal and interest repayment.

Staff Recommendation:
Approval of **Resolution 2021-06-16-17**: Tentative FY 2021 / 2022 Budget

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
Resolution 2021-06-16-17

Recommended Motion:
*"Motion to Adopt Resolution 2021-06-16-17 adopting a tentative budget in the amount of **$54,470,003.87** for the fiscal year beginning July 1, 2021 and ending June 30, 2022 and giving notice to the public of the tentative budget, as well as a time and place for a public meeting to hear comments prior to final adoption of the budget as required by law."*

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RESOLUTION 2021-06-16-17
Superstition Fire & Medical District Medical
BUDGET HEARING

A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, AND GIVING NOTICE OF THE TIME AND PLACE FOR HEARING TAXPAYERS COMMENTS PRIOR TO THE ADOPTION OF THE BUDGET.

WHEREAS, in accordance with the provisions of Section 48-805, Arizona Revised Statutes, the Governing Board has on this sixteenth day of June 2021, made tentative estimates of the amount required to meet the public expenses for the ensuing year, and the receipts from sources other than direct taxation by the Superstition Fire and Medical District; and

WHEREAS, in accordance with said section of the Arizona Revised Statutes, the Governing Board wishes to establish a date of public comments.

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

That the estimates of revenues and expenditures provided for adoption now establish the adopted estimates of the proposed expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2021 and ending June 30, 2022, and;

The Governing Board of Directors hereby authorizes the clerk of the Superstition Fire & Medical District to publish, in the manner prescribed by law, the adopted estimates. The Governing Board of Directors will meet for the purpose of holding a public hearing and taking public comment prior to adopting the annual budget for the 2021 / 2022 fiscal year for the Superstition Fire & Medical District, on July 21, 2021. The hearing and meeting will take place at 5:30 p.m. at the Administrative Office, located at 565 N. Idaho Rd., Apache Junction, Arizona.

PASSED AND ADOPTED THIS SIXTEENTH DAY OF JUNE 2021, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman	*Jeff Cross, Board Clerk*
Todd House, Board Director	*Shawn Kurian, Board Director*
Jason Moeller, Board Director	

Signed Copy on File with Board Secretary

Superstition Fire & Medical District

Consolidated Budget — Fiscal Year 2021 / 2022

GENERAL OPERATING FUND		Account Totals	Division Totals	Grand Totals
ADMINISTRATIVE SERVICES DIVISION				
Compensation & Benefits				
Compensation			$622,434.00	
Benefits			$30,929,849.00	
Operating Expenditures				
Equipment & Machinery		$0.00		
Operating Supplies		$315,388.00		
Parts & Supplies		$303,550.00		
Services				
	Facility	$258,400.00		
	Operating	$99,537.00		
	Professional	$431,424.00		
	Financial	$1,529,618.00		
	Training	$25,673.00	$2,963,590.00	**$34,515,873.00**
TECHNICAL SERVICES DIVISION				
Compensation & Benefits				
Compensation			$297,381.00	
Operating Expenditures				
Equipment & Machinery		$5,550.00		
Operating Supplies		$188,700.00		
Parts & Supplies		$122,415.00		
Services				
	Professional	$28,200.00		
	Training	$4,000.00	$348,865.00	**$646,246.00**
COMMUNICATION SERVICES DIVISION				
Operating Expenditures				
Parts & Supplies		$4,500.00		
Services				
	Facility	$6,000.00		
	Operating	$74,700.00		
	Professional	$198,357.00	$283,557.00	**$283,557.00**
EMERGENCY SERVICES DIVISION				
Compensation & Benefits				
Compensation			$8,480,182.00	
Operating Expenditures				
Equipment & Machinery		$35,333.00		
Operating Supplies		$84,700.00		
Parts & Supplies		$201,300.00		
Services				
	Operating	$17,100.00		
	Professional	$102,547.00		
	Training	$104,333.00	$545,313.00	**$9,025,495.00**
COMMUNITY SERVICES / FIRE PREVENTION DIVISION				
Compensation & Benefits				
Compensation			$86,843.00	
Operating Expenditures				
Equipment & Machinery		$0.00		
Operating Supplies		$2,100.00		
Parts & Supplies		$3,000.00		
Services				
	Operating	$2,200.00		
	Professional	$19,700.00		
	Training	$4,900.00	$31,900.00	**$118,743.00**

GENERAL OPERATING FUND	**$44,589,914.00**
TRANSPORT SERVICES FUND	**$3,585,363.00**
CAPITAL PROJECTS FUND	**$2,256,944.87**
SPECIAL REVENUE FUND	**$81,850.00**
DEBT RETIREMENT PRINCIPAL FUND	**$768,435.00**
DEBT RETIREMENT INTEREST FUND	**$132,543.00**
CERTIFICATE OF PARTICIPATION RESERVE FUND	**$3,324,954.00**
EXPENDITURE TOTAL	**$54,740,003.87**

General Fund:	**Wage & Benefits Total**	**$40,416,689.00**	**91.0%**
	Operating Expenditures	**$2,643,607.00**	**6.0%**
	Financial Services	**$1,529,618.00**	**3.0%**
		$44,589,914.00	**100.0%**

Governing Board Meeting – June 16, 2021
Agenda Item: #7
BOD#: 2021-06-06

Agenda Item Title
Discussion, consideration and possible adoption of Resolution 2021-06-16-18 approving the sale and execution and delivery of Certificates of Participation in a Lease –Purchase Agreement; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents; adopting a Contingency Reserve Fund Policy and delegating authority to determine certain matters with respect to the foregoing.

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background/Discussion
The District has decided to exercise the opportunity provided by S1298 "Fire Districts; Pension Liability; Financing" bill which contains an emergency clause to go into effect immediately. S1298 allows the District to refinance its Public Safety Personnel Retirement System (PSPRS) unfunded liability related to the pension for its sworn employees.

At the May 19 Board meeting, the Board authorized a Standard & Poor's credit rating of the District to be performed. The next step in the refinancing initiative is for the Board to adopt and execute Resolution 2021-06-16-18 which delegates authority to the Authorized Representatives to finalize the transaction and execute the necessary agreement, instruments and documents, all with certain parameters set forth in the Approving Resolution. By approving Resolution 2021-06-16-18, the Board approves the following documents in substantially final form:

Preliminary Official Statement (a)
Ground Lease (b)
Lease-Purchase Agreement (b)
Trust Agreement (b)
Certificate Purchase Agreement (b)
Continuing Disclosure Compliance Procedures (b)
Contingency Reserve Fund Policy (b)

(a) Document is included in the Board deck
(b) Document is on file in the Finance Director's office for review

Bryan Lundberg, Managing Director – Stifel, Nicholas & Co., Inc., and Paul Gales, Greenberg Traurig, will be attending the Board meeting to answer questions regarding the COP sale process.

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
Resolution 2021-06-16-18: Certificates of Participation Authorization
Preliminary Official Statement

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Recommended Motion

"Motion to approve Resolution 2021-06-16-18 approving the sale, execution, and delivery of Certificates of Participation in a Lease –Purchase Agreement."

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RESOLUTION 2021-06-16-18

RESOLUTION APPROVING THE SALE AND EXECUTION AND DELIVERY OF CERTIFICATES OF PARTICIPATION IN A LEASE-PURCHASE AGREEMENT TO PROVIDE THE NECESSARY FINANCING FOR THE PURPOSES DESCRIBED HEREIN; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE, EXECUTION AND DELIVERY OF THE CERTIFICATES; ADOPTING CONTINUING DISCLOSURE COMPLIANCE PROCEDURES IN CONNECTION WITH ISSUANCE OF OBLIGATIONS OF THE DISTRICT AND A CONTINGENCY RESERVE FUND POLICY; DELEGATING AUTHORITY TO THE FIRE CHIEF OF THE DISTRICT AND THE FINANCE DIRECTOR OF THE DISTRICT TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION

WHEREAS, the District Board (this "Board") of Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona (the "District"), has determined to fund all or a portion of the District's unfunded liabilities with respect to the Arizona Public Safety Personnel Retirement System and one or more contingency reserve funds with respect to pension and related liabilities (collectively, the "Project"); and

WHEREAS, this Board has determined that in order to finance the costs of the Project it is desirable and necessary to lease-purchase certain property within the boundaries of the District, to be determined as provided herein (the "Property"); and

WHEREAS, in connection with the financing of the Project, it is necessary that the District enter into a ground lease (the "Ground Lease") with respect to the Property with a lessee that will lease the Property, together with all improvements now or hereafter constructed thereon, to the District pursuant to a separate lease-purchase agreement (the "Lease-Purchase Agreement"), which, among other things, provides for the financing of the Project, in each case as determined by this Board; and

WHEREAS, this Board has determined that financing for the Project be undertaken through the sale and delivery to the hereinafter defined Underwriter of a series of certificates of participation (the "Certificates"), evidencing and representing proportionate interests of the owners thereof in the Lease-Purchase Agreement, specifically the lease payments to be made by the District pursuant thereto; and

WHEREAS, a proposal in the form of the hereinafter defined Purchase Agreement will be received from Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), serving in the capacity of and designated as the underwriter and not acting as a municipal advisor as defined in the "Registration of Municipal Advisors" rule promulgated by the United States Securities and Exchange Commission, and this Board has determined that the Certificates should be sold through negotiation to the Underwriter pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-005-1718; and

WHEREAS, (A) the Certificates will be executed, delivered and paid pursuant to the terms and provisions of a trust agreement (the "Trust Agreement") to be executed and delivered by the District; (B) the Certificates will be offered for sale pursuant to a preliminary official statement (the "Preliminary Official Statement") which, with conforming changes, will become the final official statement (the "Final Official Statement") therefor and sold pursuant to a certificate purchase agreement (the "Purchase Agreement") between the District and the Underwriter; and (C) in connection with the execution and delivery of the Certificates, Securities and Exchange Commission Rule 15c2-12 (the "Rule") will require the District to make certain agreements for the benefit of the beneficial owners from time to time of the Certificates, as evidenced by a continuing disclosure undertaking of the District (the "Continuing Disclosure Undertaking"); and

WHEREAS, this Board has determined that the policy titled "Superstition Fire & Medical District: Public Safety Personnel Retirement System Contingency Reserve Funds" (the "Policy") should be adopted in order to set forth procedures for managing the contingency reserve fund(s) to be established in connection with the execution and delivery of the Certificates; and

WHEREAS, pursuant to the Rule, Participating Underwriters (as defined in the Rule) are required to reasonably determine that issuers have entered into written undertakings (such as the Continuing Disclosure Undertaking) to make ongoing disclosure in connection with offerings of obligations to investors subject to the Rule; and

WHEREAS, it is determined that procedures should be adopted in order to document practices and describe various procedures for preparing and disseminating such ongoing disclosure for the benefit of the holders of the District's obligations and to assist the Participating Underwriters in complying with the Rule and such written undertakings (the "Procedures"); and

WHEREAS, the District has the general power and authority to enter into and deliver the Ground Lease, the Lease-Purchase Agreement, the Trust Agreement, the Purchase Agreement and the Continuing Disclosure Undertaking (collectively, the "District Documents") and to cause the sale and the execution and delivery of the Certificates, in order to finance the costs of the Project;

NOW, THEREFORE, IT IS RESOLVED BY THE DISTRICT BOARD OF SUPERSTITION FIRE & MEDICAL DISTRICT OF PINAL AND MARICOPA COUNTIES, ARIZONA, AS FOLLOWS:

Section 1. The forms, terms and provisions of the District Documents in the forms of such documents (including the exhibits thereto) presented at the meeting at which this Resolution was adopted are hereby approved with such insertions, omissions and changes as shall be approved by the Chairperson of this Board or, in the absence thereof, any other member of this Board, the Fire Chief of the District, or the Finance Director of the District (collectively, the "Authorized Representatives"), the execution of such documents being conclusive evidence of such approval, and the Authorized Representatives and the Clerk (or any other member of this Board serving in such role) of this Board are hereby authorized and directed, for and on behalf of the District, to sign and attest, as applicable, the District Documents as well as any and all other documents necessary in connection with the foregoing, including a financial guaranty or other agreement to provide for credit enhancement for the Certificates.

Section 2. From and after the execution and delivery of the District Documents in definitive form by the District and the other parties thereto, as required, the officers, agents and employees of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such agreements, documents, instruments and certificates as may be necessary to carry out and comply with the provisions thereof.

Section 3. The Authorized Representatives are hereby authorized and directed to determine on behalf of the District: (1) the property which will comprise the Property for purposes hereof; (2) the entity to serve as "Trustee", "Lessor" and "Lessee", as applicable, for all purposes of the District Documents; (3) the dated date and total principal amount of the Lease-Purchase Agreement (but not to exceed $29,575,000 in principal amount); (4) the final principal and maturity date schedules of the Lease-Purchase Agreement; (5) the interest rate on each maturity of the principal components of the Lease-Purchase Agreement (but not to exceed 4.25% for any maturity) and the dates for payment of such interest; (6) the provisions for redemption in advance of maturity of the payment of the principal components of the Lease-Purchase Agreement; and (7) the sales price and terms of the Certificates (including for original issue discount, original issue premium and underwriter's compensation).

Section 4. The Authorized Representatives are further hereby authorized and directed to determine on behalf of the District whether the purchase of an insurance policy securing payment of the Certificates or a surety bond or other reserve fund guaranty would be advantageous to the District or the terms of the financing represented by the Certificates. Any officer, agent or employee of the District is hereby authorized to negotiate with and secure, with proceeds of the Certificates or otherwise, such an insurance policy or a reserve fund guaranty, or both, from one or more institutions, the claims-paying ability of which are then assigned one of the two highest rating categories by a nationally recognized credit rating agency. The Authorized Representatives are hereby further authorized and directed to execute and deliver any instruments or documents necessary in connection with the purchase of any such insurance policy and/or reserve fund guaranty, including those making provision for the repayment of amounts advanced by the institutions issuing such insurance policy and/or reserve fund guaranty.

Section 5. (1) The preparation and distribution of the Preliminary Official Statement is hereby ratified and approved; (2) the Preliminary Official Statement in substantially the form presented at the meeting at which this Resolution was adopted is hereby approved; (3) the

preparation of the Final Official Statement in substantially the form of the Preliminary Official Statement, with such changes or revisions therein from the form of the Preliminary Official Statement as may be approved by the Authorized Representatives, is hereby approved; and (4) the Authorized Representatives are hereby authorized, empowered and directed, in the name and on behalf of the District, to execute and deliver the same to the Underwriter, and to execute and deliver instruments confirming that the Preliminary Official Statement is "deemed final" in accordance with the Rule.

Section 6. The Authorized Representatives are hereby authorized to accept a proposal of the Underwriter for the purchase of the Certificates, and the Certificates are hereby ordered sold to the Underwriter in accordance with the terms of the Purchase Agreement. The Authorized Representatives are hereby authorized to execute and deliver the Purchase Agreement, for and on behalf of the District, in substantially the form submitted to this Board at the meeting at which this Resolution was adopted and in a final form satisfactory to the Authorized Representatives, and such execution and delivery by the Authorized Representatives shall indicate the approval thereof on behalf of the District by the Authorized Representatives.

Section 7. The Authorized Representatives are hereby designated and appointed as "Lessee Representatives" as defined in the Lease-Purchase Agreement and are authorized to execute in the name of and on behalf of the District any closing documents, certificates or other instruments or documents necessary or appropriate in connection with the transactions described in or contemplated by the District Documents and to do all acts and things as may be necessary or desirable to carry out the terms and intent of this Resolution and of any of the documents referred to herein.

Section 8. The Policy and the Procedures are hereby adopted in substantially the forms presented to this Board to establish policies and procedures related to the purposes set forth in the Recitals hereto. The right to use discretion as necessary and appropriate to make exceptions or request additional provisions with respect to the Policy or the Procedures as may be determined is hereby reserved. The right to change the Policy or the Procedures from time to time, without notice, is also reserved

Section 9. All actions of the officers and agents of the District including this Board which conform to the purposes and intent of this Resolution and which further the execution and delivery of the Certificates as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this Resolution and to give effect to and consummate the transactions contemplated by this Resolution.

Section 10. After the Lease-Purchase Agreement is executed and delivered, this Resolution shall be and remain irrepealable until the principal and interest represented thereby shall have been fully paid, cancelled and discharged.

Section 11. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect

the validity of the remaining portions of this Resolution. This Board hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Certificates pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

[Remainder of page left blank intentionally.]

PASSED, ADOPTED AND APPROVED by the District Board of Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona, on June 16, 2021.

.....
Chairperson, District Board, Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona

ATTEST:

…….....
Clerk, District Board, Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona

PRELIMINARY OFFICIAL STATEMENT DATED JULY ___, 2021

NEW ISSUE — BOOK-ENTRY-ONLY **RATING: See "RATING" herein.**

THE PORTION OF EACH LEASE PAYMENT MADE BY THE DISTRICT PURSUANT TO THE LEASE AGREEMENT AND DENOMINATED AS AND COMPRISING INTEREST PURSUANT TO THE LEASE AGREEMENT AND RECEIVED BY THE OWNERS OF THE TAXABLE 2021 CERTIFICATES IS NOT EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES AND IS NOT EXEMPT FROM TAXATION UNDER THE LAWS OF THE STATE OF ARIZONA. SEE "TAX MATTERS" HEREIN.

$29,575,000*

CERTIFICATES OF PARTICIPATION, TAXABLE SERIES 2021

Evidencing Undivided Proportionate Interests of the Owners Thereof in Lease Payments to be Made by SUPERSTITION FIRE & MEDICAL DISTRICT OF PINAL AND MARICOPA COUNTIES, ARIZONA, as Lessee of Certain Property Pursuant to a Lease-Purchase Agreement, Dated as of July 1, 2021*

DRAFT II
6/3/21

Dated: Date of Initial Execution and Delivery **Due: July 1, as shown on the inside front cover page**

The captioned Certificates of Participation, Taxable Series 2021 (the "Taxable 2021 Certificates") are being executed and delivered pursuant to a Trust Agreement, to be dated as of July 1, 2021* (the "Trust Agreement"), between Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona (the "District") and [TRUSTEE], as trustee (the "Trustee"). Interest with respect to the Taxable 2021 Certificates will be payable semiannually on July 1 and January 1 of each year, commencing January 1, 2022*. The Taxable 2021 Certificates will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), for purposes of the book-entry-only system described herein and will be available to ultimate purchasers in the amounts of $5,000 of principal represented by the Taxable 2021 Certificates due on a specific principal payment date, or any integral multiple thereof, pursuant to the book-entry-only system maintained by DTC. Payments of principal, premium, if any, and interest with respect to the Taxable 2021 Certificates will be paid by the Trustee to DTC for subsequent disbursements to DTC participants who will remit such payments to the beneficial owners of the Taxable 2021 Certificates. See APPENDIX H - "BOOK-ENTRY-ONLY SYSTEM."

The Taxable 2021 Certificates are being executed and delivered for the purpose of (i) financing the payment to the Arizona Public Safety Personnel Retirement System for a portion of the District's unfunded accrued (pension) liability, (ii) funding a District contingency reserve fund, and (iii) paying costs incurred in connection with the execution and delivery of the Taxable 2021 Certificates. See "THE PLAN OF FINANCE," "THE LEASED PROPERTY" and "SOURCES AND USES OF FUNDS" herein.

The Taxable 2021 Certificates will be subject to prepayment prior to their scheduled payment dates, including to the extent of condemnation, casualty insurance and certain other proceeds, as described herein. See "THE TAXABLE 2021 CERTIFICATES — Prepayment Provisions."

MATURITY SCHEDULE ON INSIDE FRONT COVER PAGE

Certain real property of the District will be leased by the Trustee to the District (the "Leased Property") pursuant to a Lease-Purchase Agreement, to be dated as of July 1, 2021* (the "Lease Agreement"). The Taxable 2021 Certificates will be payable on a parity basis from lease payments to be made by the District pursuant to the Lease Agreement (the "Lease Payments") and other funds held pursuant to the Trust Agreement and certain investment earnings thereon.

The Lease Agreement and the obligation of the District to make the Lease Payments will be terminated if on the last day of the then current Fiscal Period (defined herein) the District Board of the District has failed to adopt a budget containing an annual budgetary appropriation sufficient to make the Lease Payments coming due during the next Fiscal Period. In the event of such termination, the District will be relieved of any subsequent obligation pursuant to the Lease Agreement other than to surrender the Leased Property to the Trustee, and the Taxable 2021 Certificates will be payable only from such moneys, if any, as may be held pursuant to the Trust Agreement and any moneys realized from the Trustee's exercise of remedies with respect to the Leased Property. IN THE EVENT OF SUCH TERMINATION, THERE WILL BE NO ASSURANCE OF PAYMENT OF THE PRINCIPAL OR INTEREST EVIDENCED BY THE TAXABLE 2021 CERTIFICATES FROM FUNDS AVAILABLE PURSUANT TO THE TRUST AGREEMENT. SEE "RISK FACTORS" HEREIN. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WILL BE PLEDGED TO THE TAXABLE 2021 CERTIFICATES. NEITHER THE TAXABLE 2021 CERTIFICATES NOR THE LEASE AGREEMENT WILL CONSTITUTE A DEBT OF THE DISTRICT, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. SEE "RISK FACTORS" HEREIN.

The Taxable 2021 Certificates will be offered when, as and if received by the underwriter identified below (the "Underwriter"), and subject to the approving opinion of Greenberg Traurig, LLP, Special Counsel, as to validity of the Taxable 2021 Certificates and tax matters. Certain legal matters will be passed upon for the Underwriter by its counsel, Squire Patton Boggs (US) LLP. It is expected that the Taxable 2021 Certificates will be available for delivery through the facilities of DTC on or about July ___, 2021*.

This cover page contains only a brief description of the Taxable 2021 Certificates and the security therefor. It is not a summary of material information with respect to the Taxable 2021 Certificates. Investors should read this Official Statement in its entirety to obtain information necessary to make an informed investment decision.

STIFEL

* *Subject to change.*

$29,575,000*
CERTIFICATES OF PARTICIPATION, TAXABLE SERIES 2021
Evidencing Undivided Proportionate Interests of the Owners Thereof in
Lease Payments to be Made by
SUPERSTITION FIRE & MEDICAL DISTRICT
OF PINAL AND MARICOPA COUNTIES, ARIZONA,
as Lessee of Certain Property Pursuant
to a Lease-Purchase Agreement, Dated as of July 1, 2021*

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No.
2022	$ 925,000	%	%	
2023	850,000			
2024	865,000			
2025	885,000			
2026	905,000			
2027	930,000			
2028	955,000			
2029	990,000			
2030	1,020,000			
2031	1,055,000			
2032	1,095,000			
2033	1,135,000			
2034	1,180,000			
2035	1,225,000			
2036	1,275,000			
2037	1,330,000			
2038	1,385,000			
2039	1,445,000			
2040	1,510,000			
2041	1,575,000			
2042	1,645,000			
2043	1,720,000			
2044	1,795,000			
2045	1,880,000			

** Subject to change.*

(1) *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by S&P Global Market Intelligence.* *CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, Special Counsel, the Underwriter or their agents or counsel assumes responsibility for the accuracy of such numbers.*

SUPERSTITION FIRE & MEDICAL DISTRICT
OF PINAL AND MARICOPA COUNTIES, ARIZONA

DISTRICT BOARD

Kathleen Chamberlain, *Board Chair*

Jeff Cross, *Board Clerk*

Todd House, *Board Member*

Jason Moeller, *Board Member*

Shawn Kurian, *Board Member*

ADMINISTRATIVE OFFICIALS

John Whitney IV, *Fire Chief*

Roger Wood, *Finance Director*

Jeff Cranmer, *Acting Assistant Chief of Operations*

SPECIAL COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

TRUSTEE, REGISTRAR AND PAYING AGENT

[TRUSTEE]
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona (the "District") or Stifel, Nicolaus & Company, Incorporated (the "Underwriter") to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the District's Certificates of Participation, Taxable Series 2021 (the "Taxable 2021 Certificates") by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement, which includes the cover page, inside front cover page and appendices hereto, has been obtained from the District, the Arizona Department of Revenue, and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but such information has not been independently confirmed or verified by the District or the Underwriter, is not guaranteed as to accuracy or completeness, and is not to be construed as the promise or guarantee of the District or the Underwriter.

None of the District, the Underwriter, Special Counsel (as defined herein) or counsel to the Underwriter are actuaries. None of them have performed any actuarial or other analysis of the District's share of the unfunded liabilities of the Arizona State Retirement System or the Public Safety Personnel Retirement System.

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the District. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District or the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the District or any of the other parties or matters described herein since the date hereof.

The Taxable 2021 Certificates will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Taxable 2021 Certificates for sale.

The District will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX G – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

A wide variety of information, including financial information, concerning the District is available from publications and websites of the District and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE TAXABLE 2021 CERTIFICATES AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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as Lessee of Certain Property Pursuant
to a Lease-Purchase Agreement, Dated as of July 1, 2021*

INTRODUCTION

This Official Statement, which includes the cover page, the inside front cover page and the Appendices hereto, is provided to furnish certain information with respect to the sale, execution and delivery of $29,575,000* principal amount of the above-captioned Certificates of Participation, Taxable Series 2021 (the "Taxable 2021 Certificates"), evidencing undivided proportionate interests of the Owners thereof in lease payments (the "Lease Payments") to be made by Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona, as lessee (the "District"), of certain real property and improvements thereon (the "Leased Property") pursuant to a Lease-Purchase Agreement, to be dated as of July 1, 2021* (the "Lease Agreement"), between the District, as lessee, and [TRUSTEE] (the "Trustee"), as lessor. The Taxable 2021 Certificates will be executed and delivered pursuant to a Trust Agreement, to be dated as of July 1, 2021* (the "Trust Agreement"), between the District and the Trustee.

Certain capitalized terms used in this Official Statement and not otherwise defined herein shall have the meanings given to such terms in APPENDIX E — "SUMMARIES OF LEGAL DOCUMENTS - CERTAIN DEFINITIONS."

The Taxable 2021 Certificates are being sold to (i) finance the payment to the Arizona Public Safety Personnel Retirement System ("PSPRS") for a portion of the District's unfunded accrued (pension) liability, (ii) fund a contingency reserve fund (the "District Contingency Reserve Fund"), and (iii) pay costs related to the initial execution and delivery of the Taxable 2021 Certificates. The proceeds of the Taxable 2021 Certificates will be used by the Trustee to acquire from the District a ground leasehold interest in the Leased Property and then used by the District for the purposes described herein. See "THE PLAN OF FINANCE" and "THE LEASED PROPERTY." The Leased Property will be leased to the Trustee through July 2, 2045*, pursuant to a Ground Lease, to be dated as of July 1, 2021* (the "Ground Lease"), between the District, as lessor, and the Trustee, as lessee, executed and delivered in connection with the Taxable 2021 Certificates. Simultaneously, the Trustee will lease the Leased Property back to the District pursuant to the Lease Agreement, which requires the District to pay the principal and interest evidenced by the Taxable 2021 Certificates on the scheduled payment dates, subject to annual appropriation of amounts sufficient for that purpose by the District Board of the District (the "District Board"). The Leased Property will be comprised of [certain fire stations.] See "THE LEASED PROPERTY." The Taxable 2021 Certificates will be payable on a parity basis from the Lease Payments to be made by the District pursuant to the Lease Agreement and other funds held pursuant to the Trust Agreement, and certain investment earnings thereon.

Unless and until use of the book-entry-only system is discontinued, the Taxable 2021 Certificates will be held in book-entry-only form by The Depository Trust Company, a registered securities depository ("DTC"), and beneficial interests therein may only be purchased and sold, and payments of principal, premium, if any, and interest evidenced by the Taxable 2021 Certificates will be made only to Beneficial Owners (as defined in APPENDIX H — "BOOK-ENTRY-ONLY SYSTEM"), through participants in the DTC system. Beneficial interests in the Taxable 2021 Certificates will be in amounts described on the inside front cover page hereof. See APPENDIX H — "BOOK-ENTRY-ONLY SYSTEM."

** Subject to change.*

The Trustee will make payments of principal and interest evidenced by the Taxable 2021 Certificates solely from moneys available pursuant to the Trust Agreement, including the Lease Payments required to be made by the District pursuant to the Lease Agreement. See "SOURCES OF PAYMENT OF THE TAXABLE 2021 CERTIFICATES" herein.

In general, the District will be required, in accordance with the Lease Agreement, to pay the Lease Payments equal to the principal and interest evidenced by the Taxable 2021 Certificates, unless the Lease Agreement is terminated as provided therein. See "SECURITY FOR THE TAXABLE 2021 CERTIFICATES" herein. The District will also be required to pay any taxes and assessments and the cost of maintenance and repair of the Leased Property. See "LEASE AGREEMENT — Maintenance, Utilities, Taxes and Modifications" in APPENDIX E hereto.

The Lease Agreement and the obligation of the District to make the Lease Payments will be terminated if on the last day of the then current Fiscal Period the District Board has failed to adopt a budget containing an annual budgetary appropriation sufficient to make the Lease Payments coming due during the next Fiscal Period. In the event of such termination, the District will be relieved of any subsequent obligation pursuant to the Lease Agreement other than to surrender the Leased Property to the Trustee, and the Taxable 2021 Certificates will be payable only from such moneys, if any, as may be held pursuant to the Trust Agreement and any moneys realized from the Trustee's exercise of remedies with respect to the Leased Property. IN THE EVENT OF SUCH TERMINATION, THERE WILL BE NO ASSURANCE OF PAYMENT OF THE PRINCIPAL OR INTEREST EVIDENCED BY THE TAXABLE 2021 CERTIFICATES FROM FUNDS AVAILABLE PURSUANT TO THE TRUST AGREEMENT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT, THE STATE OF ARIZONA (THE "STATE" OR "ARIZONA") OR ANY POLITICAL SUBDIVISION THEREOF WILL BE PLEDGED TO THE TAXABLE 2021 CERTIFICATES. NEITHER THE TAXABLE 2021 CERTIFICATES NOR THE LEASE AGREEMENT WILL CONSTITUTE A DEBT OF THE DISTRICT, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. SEE "RISK FACTORS" HEREIN.

For a discussion about the District, its sources of revenues and financial condition, see APPENDIX B hereto. The audited financial statements of the District for the fiscal year ended June 30, 2020 are included in APPENDIX D — "THE DISTRICT — AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2020."

The descriptions and summaries of various documents contained herein do not purport to be comprehensive or definitive and reference is made to each document for the complete details of all its terms and conditions. All statements herein are qualified by reference to each such document in its entirety and are further qualified in their entirety by reference to laws and principles of equity relating to or affecting the enforceability of creditors' rights.

Copies of the form of the Lease Agreement, the Ground Lease and the Trust Agreement (collectively, the "Financing Documents") referred to herein may be obtained, until the delivery of the Taxable 2021 Certificates, from the Underwriter (defined below) upon request to: Stifel, Nicolaus & Company, Incorporated, 2801 E. Camelback Road, Suite 300, Phoenix, AZ 85016, Attention: Municipal Finance. After delivery of the Taxable 2021 Certificates, copies of such documents may be obtained by Beneficial Owners from the Trustee upon request to: [TRUSTEE], [TRUSTEE ADDRESS], Attention: Corporate Trust Services.

THE PLAN OF FINANCE

The proceeds from the Taxable 2021 Certificates, net of amounts used to pay costs related to the execution and delivery of the Taxable 2021 Certificates, will be used to finance the payment to PSPRS for a significant portion of the District's unfunded accrued (pension) liability and to fund the District Contingency Reserve Fund.

The plans in PSPRS (including the District's) have experienced increases in their unfunded liability. In the past, the District has made excess contributions to PSPRS to more economically fund its share of that liability. The payment of a portion of the District's unfunded accrued liability with a portion of the proceeds of the sale of the Taxable 2021 Certificates is a step to reach a funding ratio of its current unfunded liability of 100%. See APPENDIX C – "THE DISTRICT – DISTRICT EMPLOYEE RETIREMENT SYSTEM" herein for more information regarding the District's Employee Retirement System.

By attempting to reach a funding ratio of the District's current unfunded liability of 100%, the following are anticipated to be achieved for this portion of the District's PSPRS unfunded liability:

(i) level debt service to provide for future budgetary certainty for the District; and

(ii) present value savings.

The District Contingency Reserve Fund will allow the District to mitigate the impact of market risk and changes in actuarial assumptions, including, but not limited to, the actuarial rate, cost of living allowance and mortality tables. **The monies on deposit within the District Contingency Reserve Fund will not be pledged to the payment of the Taxable 2021 Certificates**. The District Contingency Reserve Fund will be held by the District, not the Trustee. See APPENDIX C – "THE DISTRICT – DISTRICT EMPLOYEE RETIREMENT SYSTEM – District Contingency Reserve Fund" herein for more information regarding the District Contingency Reserve Fund.

THE LEASED PROPERTY

The Leased Property

Address	Property Description	Real Property Insured Values
1135 W. Superstition Blvd. Apache Junction, AZ 85120	Station 261 – Fire Suppression & 1 transport ambulance	$2,151,373
3955 E. Superstition Blvd. Apache Junction, AZ 85119	Station 262 – Fire Suppression	$2,208,393
1645 S. Idaho Rd. Apache Junction, AZ 85119	Station 263 – Fire Suppression & 2 transport ambulances	$3,535,556
7557 E. US Highway 60 Gold Canyon, AZ 85118	Station 264 – Fire Suppression & 1 transport ambulance	$3,412,336
9294 E. Don Donnelly Trail Gold Canyon, AZ 85118	Station 265 – Fire Suppression	$3,102,658
Total Real Property Insured Value		**$14,410,316**

The Leased Property is insured as part of the District's risk management program with a combined estimated insurance value estimated at $_____ and a combined estimated land value (about __ acres) of $_____, which represents approximately _____ percent (__%) of the estimated principal amount of the Taxable 2021 Certificates. No appraisal has been performed on the Trustee's ground leasehold interest in the Leased Property and no title insurance is being obtained insuring the Trustee's ground leasehold interest in the Leased Property.

THE TAXABLE 2021 CERTIFICATES

General Provisions

The Taxable 2021 Certificates will be dated the date of initial execution and delivery thereof and will be issued in the form of fully registered certificates in amounts of $5,000 of principal due on a principal payment date or any integral multiple thereof. As described herein in APPENDIX H – "BOOK-ENTRY-ONLY SYSTEM," the Taxable 2021 Certificates will be registered in the name of Cede & Co., as nominee of DTC. So long as DTC, or its nominee, is the registered owner of all of the Taxable 2021 Certificates, all payments on the Taxable 2021 Certificates will be made directly to DTC for payment to the Beneficial Owners as described herein in APPENDIX H – "BOOK-ENTRY-ONLY SYSTEM."

The Taxable 2021 Certificates will bear interest from their dated date, payable semiannually on July 1 and January 1 of each year (each an "Interest Payment Date"), commencing January 1, 2022*. The Taxable 2021 Certificates will bear interest at the rates and will be payable on the principal payment dates and in the amounts set forth on the inside front cover page of this Official Statement. Interest will be computed on the basis of a year comprised of three hundred sixty (360) days consisting of twelve (12) months of thirty (30) days each. Interest on the Taxable 2021 Certificates will be paid by the Trustee to the owners thereof (initially Cede & Co., as nominee of DTC) as shown on the registration books maintained by the Trustee, at the close of business on the fifteenth day of the month preceding each Interest Payment Date (the "Record Date"). So long as the Taxable 2021 Certificates are in DTC's book-entry-only system, and thereafter at the written request and expense of the owners of $1,000,000 or more in aggregate principal amount of Taxable 2021 Certificates delivered to the Trustee prior to a Record Date, interest and principal will be paid by wire transfer to a bank account in the continental United States.

Prepayment Provisions*

Optional Prepayment. The Taxable 2021 Certificates payable as to principal before or on July 1, 20__ will not be subject to optional prepayment. The Taxable 2021 Certificates payable as to principal on or after July 1, 20__ will be subject to optional prepayment, at the direction of the District, on any date on or after July 1, 20__, in whole or in part, at a prepayment price equal to the principal amount evidenced thereby plus interest with respect thereto to the prepayment date, without premium.

Extraordinary Prepayment. The Taxable 2021 Certificates will be subject to prepayment on any Interest Payment Date, in whole or in part, to the extent of any Net Proceeds that are deposited in the Lease Payment Fund for such purpose as provided in the Lease Agreement, at a prepayment price equal to the principal amount evidenced thereby, plus interest to the prepayment date, without premium.

As further described in APPENDIX E under the subheading "TRUST AGREEMENT — Funds -- Insurance and Condemnation Fund," if all of the Leased Property is taken permanently pursuant to the power of eminent domain, the term of the Lease Agreement will cease as of the day possession is so taken and the Net Proceeds will be deposited with the Trustee in the Lease Payment Fund and applied as hereinabove described. If less than all of the Leased Property is taken permanently, or if all of the Leased Property or any part thereof is taken temporarily, under the power of eminent domain, the Lease Agreement will not be terminated by virtue of such taking, but there will be a partial reduction of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments deposited in the Lease Payment Fund as described in the Lease Agreement.

** Subject to change.*

The Net Proceeds of any insurance award resulting from any damage to or destruction of any Leased Property by fire or other casualty will be deposited with the Trustee and, if the District determines within 45 days following such deposit that the replacement, repair, restoration, modification or improvement of such Leased Property is not economically feasible or is not in the best interest of the District, then, such Net Proceeds will be transferred to the Lease Payment Fund and applied as described in the Lease Agreement, *provided, however*, in the event of damage or destruction of the Leased Property in full, such Net Proceeds may be transferred to the Lease Payment Fund to be applied only if sufficient, together with other moneys available therefor, to cause the prepayment of all Outstanding Taxable 2021 Certificates; provided further, however, if the Net Proceeds are not sufficient to cause the prepayment of all Outstanding Taxable 2021 Certificates, the District will have the option to purchase the Leased Property for a price representing the difference between the amount of Net Proceeds received and available for transfer to the Lease Payment Fund and the amount required to redeem all Outstanding Taxable 2021 Certificates.

Any Net Proceeds resulting from a re-lease or re-rent of the Leased Property upon the occurrence and continuation of a default pursuant to the Lease Agreement will be deposited in the Lease Payment Fund and applied as described in the Lease Agreement.

Selection and Notice. Whenever less than all Outstanding Taxable 2021 Certificates are called for prepayment, the maturities of the Taxable 2021 Certificates to be selected for prepayment may be specified by the District. The Trustee will give notice of the prepayment of such Taxable 2021 Certificates to DTC not less than 30 days nor more than 60 days before the prepayment date as described in APPENDIX H.

Defeasance

If the District (i) pays the principal and interest evidenced by all Outstanding Taxable 2021 Certificates, or (ii) at or before the scheduled principal payment dates of all Outstanding Taxable 2021 Certificates, deposits money or Defeasance Obligations with the Trustee that, together with other available funds, are sufficient to pay the principal and interest evidenced by all or a portion of the Outstanding Taxable 2021 Certificates when the same become due and payable, then the lien of the Trust Agreement and all covenants, agreements and obligations of the District and the Trustee with respect to the Taxable 2021 Certificates so provided for will terminate, except for the obligation of the Trustee to make payments with respect to such Taxable 2021 Certificates from such funds. See APPENDIX E — "SUMMARIES OF LEGAL DOCUMENTS — TRUST AGREEMENT — Defeasance."

SOURCES OF PAYMENT OF THE TAXABLE 2021 CERTIFICATES

In accordance with the terms of the Trust Agreement, the Taxable 2021 Certificates will be payable by the Trustee solely from: (1) the Lease Payments received by the Trustee from the District pursuant to the Lease Agreement, subject to termination of the Lease Agreement, as provided in the Lease Agreement, (2) amounts from time to time deposited in certain funds created pursuant to the Trust Agreement and investment earnings on such funds, and (3) any Net Proceeds from insurance coverage or condemnation awards received by the Trustee from the damage, destruction or taking of the Leased Property or portion thereof pursuant to the Lease Agreement and the Trust Agreement or from exercise by the Trustee of any remedies or rights pursuant to the Lease Agreement or Trust Agreement upon default or failure to budget thereunder.

The District's obligation to pay Lease Payments during the term of the Lease Agreement will be absolute and unconditional during the then-current Fiscal Period, but subject to (1) the District's right to terminate the Lease Agreement and its obligation to pay the Lease Payments for any succeeding Fiscal Period upon its failure to make a budgetary appropriation for the full amount necessary to make the Lease Payments coming due during the next occurring Fiscal Period and (2) termination of the Lease Agreement upon taking of all of the Leased Property by eminent domain as described above under the subheading "THE TAXABLE 2021 CERTIFICATES — Prepayment Provisions —Extraordinary Prepayment."

No funds or revenues of the District will be pledged to make Lease Payments. Lease Payments will be made by the District from annually appropriated moneys. The District's intention is to make the Lease Payments from available revenues within the District's General Fund. See APPENDIX B — "THE DISTRICT — FINANCIAL INFORMATION."

IN THE EVENT OF TERMINATION OF THE LEASE AGREEMENT, THERE WILL BE NO ASSURANCE THAT THE TRUSTEE WILL HAVE ADEQUATE FUNDS PURSUANT TO THE TRUST AGREEMENT TO PAY PRINCIPAL AND INTEREST EVIDENCED BY THE TAXABLE 2021 CERTIFICATES. SEE "RISK FACTORS — TERMINATION OF LEASE AGREEMENT" HEREIN.

SECURITY FOR THE TAXABLE 2021 CERTIFICATES

General

Each Taxable 2021 Certificate will evidence and represent an undivided proportionate interest in the Lease Payments and the Prepayments required to be paid by the District pursuant to the Lease Agreement.

The District will have the right to terminate the Lease Agreement and its obligation to pay Lease Payments as described below under the subheading "Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds."

THE DISTRICT'S OBLIGATION TO MAKE LEASE PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE DISTRICT, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WILL BE PLEDGED TO MAKE PAYMENTS OF THE TAXABLE 2021 CERTIFICATES. PAYMENT OF THE PRINCIPAL AND INTEREST EVIDENCED BY THE TAXABLE 2021 CERTIFICATES WILL BE MADE BY THE TRUSTEE SOLELY FROM AMOUNTS DERIVED UNDER THE TERMS OF THE LEASE AGREEMENT, INCLUDING LEASE PAYMENTS, AND AMOUNTS FROM TIME TO TIME ON DEPOSIT WITH THE TRUSTEE PURSUANT TO THE TERMS OF THE TRUST AGREEMENT.

Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds

The term of the Lease Agreement will begin as of the date thereof and continue until the end of the District's then-current Fiscal Period, and thereafter for such additional Fiscal Periods as are necessary to complete the anticipated total lease term through and including July 1, 2045*, unless terminated prior thereto.

If, on or before the third Business Day prior to the last date on which the District is required or permitted to adopt its budget for a Fiscal Period, the District Board fails to adopt a budget containing an annual budgetary appropriation sufficient to make all Lease Payments coming due during the Fiscal Period for which such budgeting and appropriation are made, the District will immediately notify the Trustee in writing of that fact. If, on the last date on which the District is required or permitted to adopt its budget for a Fiscal Period, no such proper budgeting and final appropriation by the District Board shall have been made, then all of the District's right, title and interest in and future obligations pursuant to the Lease Agreement and to all of the Leased Property will terminate (subject to reinstatement as provided below), effective as of the last day of the last Fiscal Period for which such budgeting and appropriation was made. Upon such termination, the District will be relieved of any subsequent obligation pursuant to the Lease Agreement other than to return to the Trustee possession of the Leased Property as provided in the Lease Agreement and to pay any accrued and unpaid obligations.

If the Lease Agreement is terminated as described above and if, within 45 days after such date of termination, amounts sufficient to make all Lease Payments coming due during the then current Fiscal Period are determined to be available such that the Lease Agreement would have continued in effect with respect to the Leased Property if such amounts had been determined to be available before the termination date, then the Lease Agreement will be reinstated with respect thereto and deemed renewed as of the day following the date of such termination.

** Subject to change.*

Events of Default or Termination Pursuant to Lease Agreement

Upon an Event of Default pursuant to the Trust Agreement or a termination described above under the subheading "Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds," the Trustee may exercise one or more of the remedies provided in the Trust Agreement, subject to receipt of indemnity satisfactory to it, including an option to re-lease or sell its leasehold interest in the Leased Property, and apply the proceeds of such disposition, if any, along with the moneys in the Lease Payment Fund, to the payment of the Taxable 2021 Certificates. However, there is no assurance that revenues from the Trustee's re-lease or sale of its leasehold interest in the Leased Property would be sufficient to pay in full all Outstanding Certificates. Should such a shortfall occur, the principal and interest represented by the Taxable 2021 Certificates would be paid by the Trustee to the extent of moneys, if any, held by the Trustee in accordance with the Trust Agreement. In accordance with the terms of the Trust Agreement, the Trustee is not under any obligation to take any other action if the Trustee determines that to do so exposes the Trustee to a risk of financial liability or other liability (including environmental liability) for which it reasonably believes it will not be adequately indemnified. See "RISK FACTORS — Termination of Lease Agreement" herein.

Additional Certificates

So long as no Event of Default or termination of the Lease Agreement as described above under the subheading "Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds" has occurred and will continue after execution and delivery of any Additional Certificates, the Trustee may execute and deliver, at the direction of the District, Additional Certificates from time to time to provide funds to pay the costs of refunding Outstanding Certificates. Before the Trustee delivers any Additional Certificates executed pursuant to a supplement authorized by the Trust Agreement, the Trustee shall have received the items identified in APPENDIX E – "SUMMARIES OF LEGAL DOCUMENTS – TRUST AGREEMENT – Additional Certificates." When such documents have been received by the Trustee, the Trustee will execute and deliver the Additional Certificates to or on the order of the original purchaser thereof, but only upon payment of the agreed-upon purchase price for the Additional Certificates.

RISK FACTORS

THE PURCHASE OF THE TAXABLE 2021 CERTIFICATES INVOLVES CERTAIN INVESTMENT RISKS THAT ARE DISCUSSED THROUGHOUT THIS OFFICIAL STATEMENT. ACCORDINGLY, EACH PROSPECTIVE TAXABLE 2021 CERTIFICATE PURCHASER SHOULD MAKE AN INDEPENDENT EVALUATION OF ALL THE INFORMATION PRESENTED HEREIN. CERTAIN OF THESE INVESTMENT RISKS ARE DESCRIBED BELOW. THE LIST OF RISKS DESCRIBED BELOW IS NOT INTENDED TO BE DEFINITIVE OR EXHAUSTIVE AND THE ORDER IN WHICH THE FOLLOWING FACTORS ARE PRESENTED IS NOT NECESSARILY REFLECTIVE OF THE RELATIVE IMPORTANCE OF THESE RISKS.

Limited Obligation

The obligation of the District to pay the Lease Payments will not be secured by the levy or pledge of any tax or any other funds or revenues derived from the Leased Property or any other property and does not constitute a debt or indebtedness of the District, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction. See "SECURITY FOR THE TAXABLE 2021 CERTIFICATES" herein. The Lease Payments will be payable by the District only from moneys lawfully budgeted and appropriated for such purpose.

The District Board must appropriate on an annual basis and have available funds for such purposes. A number of factors beyond the control of the District, including decreased tax or other State revenues, spending reductions or increased expenditures for other purposes mandated by legislation (including to fund pension programs like PSPRS) or voter referendum or initiative measures or governmental rules, policies or judicial decisions, could adversely affect the amount available to the District in any year for such budgeting and appropriation. In addition, as described under APPENDIX B – "THE DISTRICT – FINANCIAL INFORMATION – PROPERTY TAXES – Secondary Taxes" in more detail, the District's annual operation and maintenance secondary tax levy is only permitted to grow by up to

eight percent each year and may not exceed a tax rate of $3.25 per $100 of Net Limited Assessed Property Value unless the District's voters approve an operation and maintenance override. The District currently levies at the maximum rate of $3.25 per $100 of Net Limited Assessed Property Value. See "SECURITY FOR THE TAXABLE 2021 CERTIFICATES — Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds."

The Lease Agreement will obligate the District to lease the Leased Property. State courts have held that governing bodies such as the District Board cannot bind future governing bodies to perform governmental functions or activities. Thus, notwithstanding the commitment of the District to annually appropriate Lease Payments, to the extent permitted by law, such commitment may not be binding on future members of the district board. Moreover, changes in the membership and political philosophies of the District Board and in administrative staff and management strategies may occur, and it cannot be determined at this time if future members of the district board of the District might refuse to budget sufficient amounts to make the Lease Payments in future Fiscal Periods.

No funds or revenues of the District will be pledged, obligated or restricted for the payment of the Lease Payments. In addition, the District Board has the right to refuse to annually appropriate for any reason. If the District Board refused to appropriate funds to pay the Lease Payments for any fiscal year, the Lease Agreement would terminate and there is no assurance that funds held pursuant to the Trust Agreement would be sufficient to pay principal and interest evidenced by the Taxable 2021 Certificates. See "SECURITY FOR THE TAXABLE 2021 CERTIFICATES — Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds."

Other Obligations of the District

[To be updated]

See APPENDIX B – "THE DISTRICT — FINANCIAL INFORMATION — DIRECT AND OVERLAPPING BONDED INDEBTEDNESS" for more information regarding the District's outstanding debt obligations.

The District Board has the ability to enter into other obligations that will be payable from the same revenues from which it must budget monies to make the Lease Payments. See APPENDIX B — "THE DISTRICT —FINANCIAL INFORMATION." To the extent that such additional obligations are incurred by the District, the funds available for, and the District's ability and willingness to make, Lease Payments may be decreased. The Lease Agreement imposes no restrictions upon the ability of the District to incur additional obligations.

Termination of Lease Agreement

In addition to termination of the Lease Agreement as described under the subheading "SECURITY FOR THE TAXABLE 2021 CERTIFICATES — Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds" herein, several other events may lead to a termination of the Lease Agreement:

(1) an Event of Default on the part of the District and an election by the Trustee to terminate the Lease Agreement as described in "LEASE AGREEMENT— Events of Default" in APPENDIX E;

(2) the taking of all of the Leased Property pursuant to the power of eminent domain as described under the subheading "THE TAXABLE 2021 CERTIFICATES — Prepayment Provisions — Extraordinary Prepayment," and

(3) violation of certain State statutes pertaining to conflicts of interest, described herein below.

As required by the provisions of Arizona Revised Statutes Section 38-511, the District may, within three years after its execution, cancel any contract (including the Financing Documents) without penalty or further obligation, made by the District if any person significantly involved in initiating, negotiating, securing, drafting or creating such contract on behalf of the District is, at any time while such contract or any extension thereof is in effect, an employee of any other party to such contract in any capacity or a consultant to any other party to such contract with respect to the subject matter thereof. The cancellation will be effective when written notice from the Fire Chief or the District Board is received by all other parties to such contract unless the notice specifies a later time. Upon cancellation of the

Financing Documents, the Leased Property will revert to the District and the District will have no further obligation under the Financing Documents.

Pursuant to the Ground Lease, the Trustee has the power to re-lease or sell its leasehold estate in the Leased Property under such circumstances. The Net Proceeds from the re-leasing of the Leased Property or sale of the Trustee's interest therein, together with other moneys then held by the Trustee in accordance with the Trust Agreement, will be required to be used pursuant to the Trust Agreement to pay principal and interest evidenced by the Taxable 2021 Certificates as it becomes due, to the extent of such moneys. No assurance can be given that the amount of funds obtained from such re-leasing or sale of the leasehold estate and from funds held pursuant to the Trust Agreement will be sufficient to pay all Taxable 2021 Certificates when due.

The Leased Property consists of certain fire stations. While the insurance value of the Leased Property is estimated at approximately $_____, not including the value of the underlying land, it is less than the estimated principal amount of the Taxable 2021 Certificates. In addition, the nature of the Leased Property is special purpose and portions will have additional use or other restrictions that could limit its utility or value if put to alternate uses. As such, it could be difficult to find a lessee or purchaser for the leasehold estate in the Leased Property and, upon any event of termination of the Lease Agreement or default by the District pursuant to the Lease Agreement, the Trustee may not realize sufficient moneys from the releasing or sale of its leasehold estate in the Leased Property to provide for the payment of the Taxable 2021 Certificates in full with interest to the scheduled dates of payment. In other words, due to the insurance value being less than the estimated principal amount of the Taxable 2021 Certificates, the special purpose nature of the Leased Property, the uncertainties of the needs of others for facilities and of the special and limited demand for facilities, no assurance can be given that the proceeds from any re-lease, sale of the leasehold estate or other disposition of the Leased Property will be sufficient to pay the principal and interest evidenced by the Taxable 2021 Certificates.

Coronavirus Disease 2019 ("COVID-19")

Coronavirus Disease 2019 ("COVID-19"), which has been designated a global pandemic by the World Health Organization, is negatively affecting local, state and global economies. While economic activity is adversely impacted as governments, businesses and citizens react to, plan for, and try to prevent or slow further transmission of the virus, this adverse economic impact is somewhat mitigated by federal stimulus packages and state and local laws and programs to support business activity. Financial markets, including the stock markets in the United States and globally, have seen significant volatility as a result of COVID-19 concerns. On March 11, 2020, as part of the State's response to address the outbreak, Arizona Governor, Doug Ducey (the "Governor"), declared a state of emergency. On March 13, 2020, President Donald Trump declared a national emergency, freeing up funding for federal assistance to state and local governments. An initial State of Arizona stay home Executive Order expired after six weeks on May 15, 2020. The Governor has since issued several executive orders in response to then-current virus conditions. These orders cover topics including physical distancing, virus testing and reporting, contact tracing, face coverings, closing and reopening of business operations, large gatherings and the start of the 2020/21 school year.

Most recently, on March 25, 2021, the Governor issued Executive Order 2021-06. The combination of Executive Order 2021-06 and Executive Order 2021-05 issued on March 5, 2021, essentially permits the Arizona economy to operate under regular conditions, while encouraging continuation of appropriate COVID-19 prevention protocols. The items addressed in such Executive Orders include operation of Spring Training and Major League sports; permitting large gatherings without local government approval; lifting business occupancy percentage limitations; and transitioning imposed business operation guidance to general recommendations for safe operations.

Vaccine distribution is underway in the State. Executive Order 2020-58 requires all insurers regulated by the State to waive all cost sharing requirements for consumers.

The District does not anticipate that the collection of property taxes, which may be a significant revenue source for operating purposes and payment of principal and interest due on the Taxable 2021 Certificates, will be affected unless severe economic hardship causes a major increase in the normal delinquency rate. Such an increase in the delinquency rate could negatively affect the District's ability to pay debt service on the Taxable 2021 Certificates.

The District cannot predict costs associated with a potential infectious disease outbreak such as operational costs to clean, sanitize and maintain its facilities either before or after an outbreak of an infectious disease. The District cannot predict what impact the coronavirus outbreak and spread of COVID-19, or responses by federal, State or local governments thereto, might have on the District, its operations or its financial position.

The District has received approximately $50,000 in CARES Act funding which was applied to offset lost ambulance revenue as a result of COVID-19. The District has also applied for approximately $72,000 from FEMA to cover additional personal protective equipment (PPE) for our first responders to treat COVID-19 positive patients. These additional reimbursement funds have not yet been received.

Under the Families First Coronavirus Response Act (FFCRA), the District covered up to two weeks off with pay for those employees who were symptomatic and waiting for COVID-19 test results, or who contracted COVID-19. The total estimated cost of these absences, along with the cost of backfill overtime to maintain District readiness, was approximately $158,316.

Possible Restrictions on Transfer of the Taxable 2021 Certificates Upon Termination of Lease Agreement

Neither Special Counsel nor counsel to the Underwriter is rendering an opinion as to the applicability or inapplicability of the registration requirements of the Securities Act of 1933, as amended, to the transfer of any Taxable 2021 Certificates in the event Lease Payments are being made from sources other than funds made available by the District as a result of termination of the Lease Agreement for any reason. If the Lease Agreement is terminated while Taxable 2021 Certificates are Outstanding, the Taxable 2021 Certificates may need to be transferred by a Taxable 2021 Certificate Owner in compliance with the registration provisions of the Securities Act of 1933, as amended.

Limitations on Remedies

No assurance can be given that the proceeds from any re-leasing or sale of the leasehold estate in the Leased Property will be sufficient to pay in full all Outstanding Taxable 2021 Certificates. The enforcement of any remedies provided in the Lease Agreement and the Trust Agreement could prove both expensive and time consuming. It addition, the enforceability of the Lease Agreement and the Trust Agreement will be subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, and the police powers of the State and its political subdivisions. Because of delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly. Any delays in the ability of the Trustee to obtain possession of the Leased Property upon termination of the Lease Agreement or exercise of remedies upon default by the District will, of necessity, result in delays in the receipt of the funds needed to make payments on the Taxable 2021 Certificates.

Although the Lease Agreement and the Trust Agreement provide that the Trustee may take possession of the Leased Property and (upon receipt of indemnification satisfactory to the Trustee) re-lease it or sell its leasehold interest therein if there is a default by the District thereunder or if the Lease Agreement is terminated or cancelled, and the Lease Agreement provides that the Trustee may have such rights of access to the Leased Property as may be necessary to exercise any remedies, no assurance can be given that revenues from the Trustee's re-letting or sale of its interest in the Leased Property would be sufficient to pay in full all Outstanding Taxable 2021 Certificates.

Upon the termination of the Lease Agreement or if the District defaults in its obligation to make Lease Payments pursuant thereto, the Trustee will be required by the Trust Agreement to take action to force the District to surrender possession of the Leased Property. However, in accordance with the terms of the Trust Agreement, the Trustee is not under any obligation to take any other action if the Trustee determines that to do so exposes the Trustee to a risk of financial liability or other liability (including environmental liability) for which it reasonably believes it will not be adequately indemnified. See "SECURITY FOR THE TAXABLE 2021 CERTIFICATES — Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds" and "— Events of Default or Termination Pursuant to Lease Agreement" herein. Prior to taking other actions pursuant to the Trust Agreement, the Trustee may demand assurances from the Owners, such as indemnity satisfactory to the Trustee, that it will not incur liability by reason of any other action taken by the Trustee pursuant to the Trust Agreement.

SOURCES AND USES OF FUNDS

Sources of Funds

Principal Amount of the Taxable 2021 Certificates	$29,575,000.00*
[Net] Original Issue Premium *(a)*	
Total Sources of Funds	

Uses of Funds

Deposit to the Project Fund	
Deposit to the District Contingency Reserve Fund	
Payment of Costs of Issuance *(b)*	
Total Uses of Funds	

** Subject to change.*

(a) Includes original issue premium on the Taxable 2021 Certificates, less original issue discount.

(b) Includes Underwriter's compensation with respect to the Taxable 2021 Certificates.

ESTIMATED LEASE PAYMENT REQUIREMENTS

The following table illustrates the estimated Lease Payments with respect to the Taxable 2021 Certificates.

Schedule of Estimated Annual Lease Payment Requirements *(a)(b)*
Superstition Fire & Medical District

Fiscal Year	The Taxable 2021 Certificates* Principal	Estimated Interest *(c)*	Total Estimated Annual Payment Requirements*
2021/22	$ 925,000	$ 1,034,298 *(d)*	$ 1,959,298
2022/23	850,000	1,115,098	1,965,098
2023/24	865,000	1,100,648	1,965,648
2024/25	885,000	1,081,618	1,966,618
2025/26	905,000	1,059,935	1,964,935
2026/27	930,000	1,034,867	1,964,867
2027/28	955,000	1,006,781	1,961,781
2028/29	990,000	976,412	1,966,412
2029/30	1,020,000	943,445	1,963,445
2030/31	1,055,000	908,459	1,963,459
2031/32	1,095,000	871,217	1,966,217
2032/33	1,135,000	828,184	1,963,184
2033/34	1,180,000	783,578	1,963,578
2034/35	1,225,000	737,204	1,962,204
2035/36	1,275,000	689,062	1,964,062
2036/37	1,330,000	634,364	1,964,364
2037/38	1,385,000	577,307	1,962,307
2038/39	1,445,000	517,891	1,962,891
2039/40	1,510,000	455,900	1,965,900
2040/41	1,575,000	391,121	1,966,121
2041/42	1,645,000	319,616	1,964,616
2042/43	1,720,000	244,933	1,964,933
2043/44	1,795,000	166,845	1,961,845
2044/45	1,880,000	85,352	1,965,352
	$ 29,575,000		

** Subject to change.*

(a) Prepared by the Underwriter.

(b) See APPENDIX B – "THE DISTRICT – FINANCIAL INFORMATION" for information regarding District's general fund revenues for the budgeted fiscal year 2020/21 and audited fiscal years 2015/16 through 2019/20.

(c) Interest is estimated.

(d) The first interest payment due with respect to the Taxable 2021 Certificates will be on January 1, 2022. Thereafter, interest payments will be made semiannually on each July 1 and January 1, until the earlier of the final maturity or prepayment prior to maturity.*

LITIGATION

No litigation or administrative action or proceeding is pending or threatened against the District which questions its right to adopt or comply with the provisions of the Financing Documents or the validity or enforceability thereof or to consummate the transactions described therein or herein; nor is there any litigation or administrative action or proceeding threatened against the District which, if decided adversely to the District, would impair the District's ability to comply with all of the requirements set forth in the Financing Documents or have a material adverse effect upon the financial condition of the District. Representatives of the District will deliver a certificate to that effect at the time of the initial delivery of the Taxable 2021 Certificates.

LEGAL MATTERS

Legal matters incident to the execution and delivery of the Taxable 2021 Certificates are subject to the legal opinion of Greenberg Traurig, LLP, Special Counsel, whose services have been retained by the District. The signed legal opinion of Special Counsel, dated and premised on the law in effect as of the date of the Taxable 2021 Certificates, will be delivered to the Underwriter at the time of original delivery of the Taxable 2021 Certificates.

The proposed text of the legal opinion is set forth as APPENDIX F – "FORM OF APPROVING LEGAL OPINION." The legal opinion to be delivered may vary from the text of APPENDIX F if necessary to reflect the facts and law existing on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Special Counsel has reviewed or expressed any opinion concerning any matters relating to the Taxable 2021 Certificates subsequent to the original delivery of the Taxable 2021 Certificates.

Certain legal matters will be passed upon for the Underwriter by Squire Patton Boggs (US) LLP, as counsel to the Underwriter.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend numerous matters, both financial and nonfinancial, affecting the operations of municipalities which could have a material effect on the District and could adversely affect the secondary market value or marketability of the Taxable 2021 Certificates. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Taxable 2021 Certificates) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Taxable 2021 Certificates will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Taxable 2021 Certificates. By rendering a legal opinion, the provider of the legal opinion does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

In General

THE PORTION OF EACH LEASE PAYMENT MADE BY THE DISTRICT PURSUANT TO THE LEASE AGREEMENT AND DENOMINATED AS AND COMPRISING INTEREST PURSUANT TO THE LEASE AGREEMENT AND RECEIVED BY THE OWNERS OF THE TAXABLE 2021 CERTIFICATES IS NOT EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES AND IS NOT EXEMPT FROM TAXATION UNDER THE LAWS OF THE STATE. In general, prospective purchasers of the Taxable 2021 Certificates should consult their tax advisors regarding the U.S. federal, state, local, and foreign tax consequences of acquisition, ownership, and disposition of Taxable 2021 Certificates. For example, the legal defeasance of the Taxable 2021 Certificates may result in a deemed sale or exchange of the Taxable 2021 Certificates under certain circumstances, with concomitant tax consequences.

The following summary is not a complete analysis or description of all potential U.S. federal tax considerations that may be relevant to, or of the actual tax effect that any of the matters described herein will have on, a particular Owner of Taxable 2021 Certificates, and is generally limited to U.S. Owners except as set forth below. This summary is based upon the Internal Revenue Code of 1986, as amended (the "Code"), the Treasury Regulations promulgated or proposed thereunder and administrative and judicial interpretations thereof, all as of the date hereof and all of which are subject to change or differing interpretations, possibly on a retroactive basis. There can be no assurances that the IRS will agree with such statements and conclusions As used in this summary, "U.S. Owners" are beneficial Owners of the Taxable 2021 Certificates that for U.S. federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state or the District of Columbia, and certain estates or trusts with specific connections to the United States. As used in this summary, the term "Non-U.S. Owner" means a beneficial Owner of Taxable 2021 Certificates that is not a U.S. Owner.

In particular, this summary does not address (a) special classes of taxpayers that are subject to special treatment under the U.S. federal income tax laws, such as S corporations, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, real estate investment trusts, grantor trusts, former citizens of the United States, broker-dealers, traders in securities, controlled foreign corporations, passive foreign investment companies, and tax-exempt organizations, (b) persons that own Taxable 2021 Certificates as a hedge against, or as obligations that are hedged against, currency risk, or that are part of a hedge, straddle, conversion, or other integrated transaction, or (c) persons whose functional currency is not the U.S. dollar. Unless specifically addressed herein, this summary does not address U.S. federal estate and gift tax consequences, U.S. federal alternative minimum tax consequences, or consequences under the tax laws of any state, local or non-U.S. jurisdiction. In addition, this summary also does not address the tax consequences to an Owner of Taxable 2021 Certificates held through a partnership or other entity or arrangement treated as a partnership for U.S. federal income tax purposes. **Partnerships holding Taxable 2021 Certificates, and partners in such partnerships, should consult their tax advisors regarding the tax consequences of an investment in the Taxable 2021 Certificates, including their status as U.S. Owners.**

Further, this discussion is limited to persons purchasing the Taxable 2021 Certificates for cash in this original offering at their "issue prices" (as described below) and who hold such Taxable 2021 Certificates as capital assets within the meaning of Code Section 1221. Owners that purchase the Taxable 2021 Certificates at prices other than their respective issue prices or after their original execution and delivery should consult their tax advisors regarding other tax considerations, such as market discount, as to all of which Special Counsel expresses no opinion.

Certain U.S. Federal Income Tax Consequences to U.S. Owners

Interest. In general, interest paid or accrued on the Taxable 2021 Certificates generally will be taxable to a U.S. Owner as ordinary interest income at the time such amounts are accrued or received, in accordance with the U.S. Holder's method of accounting for federal income tax purposes.

Under recently-enacted legislation known as the Tax Cuts and Jobs Act, U.S. Owners that use an accrual method of accounting for U.S. federal income tax purposes generally are required to include certain amounts in income no later than the time such amounts are reflected on certain financial statements. This rule generally is effective for tax years beginning after December 31, 2017 (or, for debt securities issued with original issue discount, for tax years beginning after December 31, 2018). Accrual method U.S. Owners should consult with their tax advisors regarding the potential applicability of this rule to their particular situation.

Disposition of the Taxable 2021 Certificates. Upon the sale, exchange, retirement, or other taxable disposition of a Taxable 2021 Certificate, a U.S. Owner, in general, will recognize gain or loss equal to the difference between (a) the amount realized from the sale, exchange, retirement, or other disposition (except to the extent the amount realized is attributable to accrued and unpaid stated interest, which will be treated as a payment of interest and taxed in the manner described above under "*Interest*" to the extent not previously included in income), and (b) the Owner's adjusted tax basis, or applicable portion of the adjusted tax basis, in the Taxable 2021 Certificate. The Owner's adjusted tax basis generally will equal the Owner's cost of the Taxable 2021 Certificate reduced by any principal payments (and any other payments on the Taxable 2021 Certificates not treated as qualified stated interest). Any such gain or loss generally will be long-term capital gain or loss, provided that the Taxable 2021 Certificates have been held for more than one year at the time of disposition. Net long-term capital gain recognized by individual or other non-corporate

U.S. Owners generally will be subject to tax at a lower rate than that for net short-term capital gain or ordinary income. The deductibility of capital losses is subject to limitations.

Additional Tax on Net Investment Income. A 3.8% tax is imposed on the "net investment income" of certain U.S. citizens and residents, and on the undistributed "net investment income" of certain estates and trusts. Among other items, "net investment income" generally includes gross income from interest and certain net gain from the sale, exchange, redemption, or other taxable disposition of a debt instrument that produces interest, minus certain deductions. **A U.S. Owner that is an individual, estate, or trust should consult its tax advisor regarding the applicability of this additional tax.**

Information Reporting and Backup Withholding. The Trustee must report annually to the IRS and to each U.S. Owner any interest paid on, and the proceeds from the sale or other taxable disposition of, the Taxable 2021 Certificates and the amount of tax withheld, for each calendar year, except as to certain exempt recipients. In addition, a non-corporate U.S. Owner of the Taxable 2021 Certificates may be subject to backup withholding (currently at a rate of 24%) with respect to "reportable payments," which include interest paid on the Taxable 2021 Certificates and the gross proceeds of a sale, exchange, redemption, or retirement of the Taxable 2021 Certificates, unless the Owner provides an accurate taxpayer identification number and certifies on an IRS Form W-9, under penalties of perjury, that the Owner is not subject to backup withholding and otherwise complies with applicable requirements of the backup rules or otherwise establishes an exemption.

Certain U.S. Federal Income Tax Consequences to Non-U.S. Owners

Interest. Subject to the discussion below under "Application of Foreign Account Tax Compliance Act", interest on any Taxable 2021 Certificate owned by a Non-U.S. Owner is generally not subject to U.S. federal income or withholding tax, provided that:

- the Non-U.S. Owner does not own, actually or constructively, 10% or more of the total combined voting power of all classes of voting stock of the District, and is not a controlled foreign corporation related to the District, directly or indirectly, through stock ownership;

- the Non-U.S. Owner is not a bank receiving such interest in the manner described in Code Section 881(c)(3)(A); and

- the Non-U.S. Owner certifies on IRS Form W-8BEN or W-8BEN-E, under penalties of perjury, that it is not a United States person. Special certification rules apply to Taxable 2021 Certificates that are held through foreign intermediaries.

If, however, a Non-U.S. Owner is engaged in a trade or business in the United States, and if interest on the Taxable 2021 Certificates is effectively connected with the conduct of such trade or business (and, if an income tax treaty applies, the interest is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Holder in the United States), such interest will be subject to U.S. federal income tax in a manner similar to that for Taxable 2021 Certificates owned by a U.S. Owner, as described above, and, in the case of a Non-U.S. Owner that is a foreign corporation, may also be subject to an additional branch profits tax (currently imposed at a rate of 30%, or a lower applicable treaty rate) on its effectively connected earnings and profits, subject to adjustments. Non-U.S. Owners should consult their tax advisors regarding the tax consequences of owning the Taxable 2021 Certificates.

Disposition of the Taxable 2021 Certificates. Subject to the discussion below under "Application of Foreign Account Tax Compliance Act", a Non-U.S. Owner generally will not be subject to U.S. federal income or withholding tax on any amount of gain recognized by the Non-U.S. Owner upon the sale, exchange, retirement, or other taxable disposition of a Taxable 2021 Certificate unless:

- the gain is effectively connected with the conduct of a trade or business in the United States by the Non-U.S. Owner (and, if an income tax treaty applies, is attributable to a permanent establishment or fixed base maintained by the Non-U.S. Owner in the United States); or
- in the case of an individual, the Non-U.S. Owner is present in the United States for 183 days or more in the taxable year in which the sale, exchange, retirement, or other taxable disposition takes place and certain other conditions are met.

Application of Foreign Account Tax Compliance Act. The Foreign Account Tax Compliance Act ("FATCA") generally imposes a 30% withholding tax on interest payments and gross proceeds from the sale of interest-bearing obligations for payments made after the relevant effective date to (i) certain foreign financial institutions that fail to certify their FATCA compliance and (ii) non-financial foreign entities if certain disclosure requirements related to direct and indirect United States shareholders and/or United States accountholders are not satisfied.

Under applicable Treasury Regulations and administrative guidance, a 30% FATCA withholding tax generally will be imposed, subject to certain exceptions, on payments of interest on Taxable 2021 Certificates where such payments are made to persons described in the immediately preceding paragraph. While FATCA withholding would also have applied to payments of gross proceeds from the sale or other disposition of Taxable 2021 Certificates on or after January 1, 2019, recently proposed Treasury Regulations eliminate FATCA withholding on payments of gross proceeds entirely. Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

With respect to payments made to a "foreign financial institution" either as a beneficial owner or as an intermediary, the FATCA withholding tax generally will be imposed, subject to certain exceptions, unless such institution (i) enters into (or is otherwise subject to) and complies with an agreement with the U.S. government (a "FATCA Agreement") or (ii) is required by and complies with applicable foreign law enacted in connection with an intergovernmental agreement between the United States and a foreign jurisdiction (an "IGA"), in either case to, among other things, collect and provide to the United States or other relevant tax authorities certain information regarding U.S. account holders of such institution. With respect to payment made to a foreign entity that is not a financial institution (as a beneficial owner), the FATCA withholding tax generally will be imposed, subject to certain exceptions, unless such entity provides to the withholding agent a certification that such entity does not have any "substantial" U.S. owner (generally, any specified U.S. person that owns, directly or indirectly, more than a specified percentage of such entity) or identifies its "substantial" U.S. owners.

If the Taxable 2021 Certificates are held through a foreign financial institution that inters into (or is otherwise subject to) a FATCA Agreement, subject to certain exceptions, such foreign financial institution (or, in certain cases, a person paying amounts to such foreign institution) generally will be required to withhold the 30% FATCA tax on the payment of dividends or the items described above made to (i) a person (including an individual) that fails to comply with certain information requests, or (ii) a foreign financial institution that has not entered into (and is not otherwise subject to) a FATCA Agreement, and that is not required to comply with FATCA pursuant to applicable foreign law enacted in connection with an IGA. Coordinating rules may limit duplicative withholding where the withholding described above under "Information Reporting and Backup Withholding" also applies.

If any amount of, or in respect of, U.S. withholding tax were to be deducted or withheld from payments made on Taxable 2021 Certificates because of a failure by the investor (or an institution through which an investor holds the Taxable 2021 Certificates) to comply with FATCA, none of the District, any paying agent, or any person would, pursuant to the terms of the Taxable 2021 Certificates, be required to pay additional amounts with respect to any Taxable 2021 Certificates because of the deduction or withholding of such tax. Non-U.S. Owners should consult their tax advisors regarding the application of FATCA to the ownership or disposition of Taxable 2021 Certificates.

Considerations for ERISA and other U.S. Benefit Plan Investors

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to Title I of ERISA. Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 40l(a) and 403(a) of the Code, which are exempt from tax under Section 501(a) of the Code, other than governmental and church plans as defined herein, and on Individual Retirement Accounts described in Section 408(b) of the Code. Certain employee benefit plans such as governmental plans (as defined in Section 3(32) of ERISA), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA requirements. Additionally, such governmental and non-electing church plans are not subject to the requirements of Section 4975 of the Code. Accordingly, assets of such plans may be invested in the Taxable 2021 Certificates without regard to the applicable ERISA and Code considerations; however, such plans may be subject to similar provisions under applicable federal and state law, including, without limitation, Section 503(b) of the Code. Furthermore, non-United States plans may be subject to requirements under non-U.S. law that are similar to such provisions of ERISA and the Code. Any fiduciary of a

benefits plan considering whether to purchase, directly or indirectly, any of the Taxable 2021 Certificates on behalf of a such plan should consult with its counsel regarding the applicability of the fiduciary prohibited transaction provisions of ERISA and Sections 4975 and 503(b) of the Code and other similar requirements to such an investment.

RATING

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P") has assigned a rating of "___" to the Taxable 2021 Certificates. Such rating reflects only the view of S&P, and any desired explanation of the significance of this rating should be obtained from the rating agency furnishing the same at the following address: One California Street, 31st Floor, San Francisco, California 94111. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The respective rating may subsequently be revised or withdrawn entirely by S&P if in its judgment, circumstances so warrant. Any subsequent downward revision or withdrawal of such rating may have an adverse effect on the market price and marketability of the Taxable 2021 Certificates. The District will covenant in its continuing disclosure undertaking with respect to the Taxable 2021 Certificates that it will file notice of any formal change in the rating relating to the Taxable 2021 Certificates. See "CONTINUING DISCLOSURE" and APPENDIX G – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" herein.

UNDERWRITING

The Taxable 2021 Certificates are being purchased by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase from the District the Taxable 2021 Certificates at an aggregate purchase price of $_____ pursuant to a certificate purchase agreement between the District and the Underwriter. The aggregate purchase price reflects compensation to the Underwriter of $_____. The Taxable 2021 Certificates may be offered and sold to certain dealers (including the Underwriter and other dealers depositing Taxable 2021 Certificates into investment trusts) at prices lower than the public offering prices stated on the inside front cover page hereof, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all of the Taxable 2021 Certificates if any Taxable 2021 Certificates are purchased.

RELATIONSHIP AMONG PARTIES

Special Counsel has and continues to represent the Underwriter with respect to financings other than for the District and will continue to do so if requested in the future. Special Counsel has also previously acted as bond counsel or special counsel with respect to other obligations underwritten by the Underwriter and will continue to do so if requested in the future. Underwriter's Counsel has also previously acted as bond counsel or underwriter's counsel with respect to other obligations underwritten by the Underwriter and will continue to do so if requested in the future.

CONTINUING DISCLOSURE

The District will covenant for the benefit of the owners of the Taxable 2021 Certificates to provide certain financial information and operating data relating to the District by not later than February 1 in each year commencing February 1, 2022 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the District as such will be filed with the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access system, described in APPENDIX G – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX G – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule"). A failure by the District to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Taxable 2021 Certificates in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Taxable 2021 Certificates

and their market price. *Pursuant to Arizona Law, the ability of the District to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants*. Should the District not comply with such covenants due to a failure to appropriate for such purpose, the District has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Taxable 2021 Certificates and specifically their market price and transferability.

The District will enter into its first continuing disclosure undertaking pursuant to the Rule in connection with the execution and delivery of the Taxable 2021 Certificates. The District has implemented written procedures to facilitate compliance with the continuing disclosure undertaking related to the Taxable 2021 Certificates and future similar continuing disclosure undertakings.

FINANCIAL STATEMENTS

The comprehensive audited annual financial report of the District for the fiscal year ended June 30, 2020, a copy of which is included in APPENDIX D – "THE DISTRICT – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2020" of this Official Statement, includes the District's financial statements for the fiscal year ended June 30, 2020, that were audited by Henry & Horne LLP, to the extent indicated in its report thereon. **The District has not requested or received the consent of Henry & Horne LLP to include its report and Henry & Horne LLP has performed no procedures subsequent to rendering its report herein, on the financial statements.**

THE FINANCIAL STATEMENTS INCLUDED IN APPENDIX D OF THIS OFFICIAL STATEMENT ARE CURRENT AS OF THEIR DATE ONLY AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITION OF THE DISTRICT.

CONCLUDING STATEMENT

The descriptions of certain provisions of the Taxable 2021 Certificates and the Financing Documents contained herein, and all references to other materials, are only brief descriptions of certain provisions thereof and do not constitute complete statements of such documents or provisions. Reference is hereby made to the complete documents for further information, copies of which are available as set forth under "INTRODUCTION" herein. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such opinions or estimates will be realized.

The attached Appendices are integral parts of this Official Statement and must be read together with all of the foregoing.

The execution and delivery of this Official Statement have been duly authorized and approved by the District.

SUPERSTITION FIRE & MEDICAL DISTRICT
OF PINAL AND MARICOPA COUNTIES, ARIZONA

By: _____
Chairperson of the District Board

APPENDIX A

THE DISTRICT – DISTRICT INFORMATION

THE TAXABLE 2021 CERTIFICATES WILL BE PAYABLE ONLY FROM AND SECURED BY THE AMOUNTS DESCRIBED UNDER THE HEADINGS "SOURCES OF PAYMENT OF THE TAXABLE 2021 CERTIFICATES" AND "SECURITY FOR THE TAXABLE 2021 CERTIFICATES." THE TAXABLE 2021 CERTIFICATES WILL NOT BE A GENERAL OBLIGATION OF THE DISTRICT.

General Information

The District is a political subdivision of the State of Arizona, legally established in 1955 under what is now ARS § 48-261. The District was formed by a majority of property owners and registered voters, who petitioned the Pinal County Board of Supervisors of Pinal County, Arizona ("Pinal County") to create a special taxing district for the express purpose of providing fire protection services to the community. Since that time the District has grown from one fire station to five, which includes a Fleet Services facility, an Administration office, and a Regional Training Center. Along with these facilities came the need for additional staffing; with 89 public safety and 13 civilian staff the District has grown significantly since its origin.

The District responds to approximately 60,000 requests for emergency and non-emergency service annually and is located on the east side of the Phoenix Metro area in Pinal County in Arizona. This encompasses a total of seventy seven (77) square miles, after a recent 9,500 acres annexation, and serves the City of Apache Junction, Arizona ("Apache Junction"), the unincorporated areas of Gold Canyon, Superstition Foothills, Goldfield Foothills and Entrada Del Oro.

A popular winter visitor haven the population fluctuates from 60,000 fulltime residents to over 86,000 residents during the winter months. Additionally, the District is home to the Superstition Mountains as well as numerous horse trail systems. Just outside of the District boundaries are canyons and lakes that offer water recreation and spectacular views.

TABLE A-1

POPULATION STATISTICS

Years	Town of Apache Junction	Pinal County	Maricopa County	State of Arizona
2020 Estimate *(a)*	42,110	467,932	4,439,220	7,294,587
2019 Estimate	41,388	455,210	4,367,835	7,187,990
2018 Estimate	40,611	440,591	4,294,460	7,076,199
2017 Estimate	40,030	427,603	4,221,684	6,965,897
2016 Estimate	39,118	413,312	4,137,076	6,835,518
2010 Census	35,840	375,770	3,817,117	6,392,017
2000 Census	31,814	179,727	3,072,149	5,130,632
1990 Census	18,092	116,397	2,122,101	3,665,305
1980 Census	13,722	90,918	1,509,175	2,718,425

(a) Provisional estimate as of July 2020 (data released in December 2020).

Source: Arizona Office of Economic Opportunity, Population Statistics Unit and the U.S. Census Bureau.

Fiscal management of District operations is provided by an elected five-member board (the "District Board"), in conjunction with the fire chief who directs administrative and operational services. District operations are divided into four sections; Emergency Services, Community and Technical Services, Administrative Services and Financial Services each led by a member of the Senior Leadership Team. The District delivers advanced life support (ALS) and fire-related life safety functions utilizing a three-platoon system. Each platoon has an assigned battalion chief that directs daily operations with station captains providing supervision of direct fire and emergency medical services (EMS) related operations.

Administration and Governance

The District has 134 full-time employees, of which are 120 full-time emergency personnel, 66 are state certified paramedics, 54 are emergency responders and 14 are administrative.

The District operates under the supervision the District Board. The members of the District Board are elected at large from within the District's boundaries for four year terms. The present members of the District Board are:

TABLE A-2

DISTRICT BOARD
Superstition Fire & Medical District

Kathleen Chamberlain, *Board Chair*
Jeff Cross, Board *Clerk*
Todd House, *Board Member*
Jason Moeller, *Board Member*
Shawn Kurian, *Board Member*

Chief Whitney started his career in 1996 with the US Forest Service and was hired by Rural/Metro in 1999. He joined Scottsdale Fire Department as a Captain in 2005 and was promoted to Battalion Chief in 2011. He was promoted to Deputy Chief in 2013 where he worked in a multitude of divisions including Operations, EMS, Special Events, Prevention and most recently Administrative Services.

He holds a Bachelor of Interdisciplinary Studies in Biology & Political Science from Arizona State University and a Master of Science in Emergency Management from Arizona State University. Chief Whitney was awarded a scholarship from the International Association of Fire Fighters and attended the Harvard University Trade Union Program in Cambridge. He also completed the Certified Public Manager Program at Arizona State University. Most recently, he completed the Center for Homeland Defense and Security Master's program at the Naval Postgraduate School.

DEMOGRAPHICS OF THE AREA

City of Apache Junction, Arizona

The following information concerning Apache Junction is for background information only. No attempt has been made to determine what part, if any, of the data presented is applicable to the District; consequently, no representation is made as to the relevance of the data to the District or the Taxable 2021 Certificates. THE TAXABLE 2021 CERTIFICATES ARE NOT OBLIGATIONS OF APACHE JUNCTION. The Taxable 2021 Certificates are direct obligations of the District, as described under the headings "SOURCES OF PAYMENT OF THE TAXABLE 2021 CERTIFICATES" and "SECURITY FOR THE TAXABLE 2021 CERTIFICATES" in this Official Statement.

General

Apache Junction, incorporated in 1978, is located on the far east part of the Greater Phoenix Metropolitan area within Pinal County and Maricopa County, Arizona. Apache Junction is approximately 30 miles east of the city limits of Phoenix, Arizona ("Phoenix"). Apache Junction covers an area of approximately 34 square miles and is located at an elevation of 1,722 feet at the base of the Superstition Mountains.

Municipal Government and Organization

Apache Junction's government operates under the Council-Manager form of government. Policymaking and legislative authority are vested in the City Council, which consists of a Mayor and six Councilmembers. Councilmembers are elected to four-year staggered terms. The Mayor is directly elected by the qualified voters of Apache Junction and the Vice-Mayor is selected by the City Council from among its members. The City Council is responsible, among other things, for the adoption of local ordinances, budget adoption, the development of citizen advisory committees and the hiring of the City Manager. The City Manager is responsible for implementation of the policies of the City Council. The City Manager appoints all department heads except the Chief of Police, City Attorney and Magistrate.

Employment and Employers

Apache Junction's economy is linked closely with that of Phoenix. Due to Apache Junction's proximity to Phoenix, the majority of the residents of Apache Junction commute to the Phoenix metropolitan area for employment. The following table illustrates several of the major employers within Apache Junction.

TABLE A-3

MAJOR EMPLOYERS
City of Apache Junction, Arizona

Employer	Description	Approximate Number of Employees
Banner Health	Health Care	379
Apache Junction Unified School District No. 43	Education	360
City of Apache Junction	Governmental	318
Walmart	Retail	220
Central Arizona College	Education	130
Western Industrial Resources Corporation	Construction	130
SMMHC Inc	Health Care	130
Fry's Food Stores	Retail	110
United States Postal Service	Transportation & Distribution	100
Safeway	Retail	80

Source: Maricopa Association of Governments, Employer Database.

The following table illustrates annual unemployment rate averages for Apache Junction.

TABLE A-4

UNEMPLOYMENT RATE AVERAGES

Calendar Year	Town of Apache Junction *(a)*
2021 *(b)*	8.0%
2020	9.7
2019	6.2
2018	6.0
2017	6.3
2016	7.2

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and reestimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Sub-state area data subsequently are revised to incorporate updated inputs, reestimation, and controlling to new statewide totals.

(b) Data as of April 2021.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Commerce

The following table shows the municipal privilege sales tax collections for Apache Junction.

TABLE A-5

TRANSACTION PRIVILEGE (SALES) TAX COLLECTIONS
City of Apache Junction, Arizona
($000s omitted)

Fiscal Year	Municipal Privilege Tax Collections
2019/20	$22,655
2018/19	23,183
2017/18	22,128
2016/17	19,615
2015/16	16,995

Source: The Comprehensive Annual Financial Reports for Apache Junction.

Pinal County, Arizona

The following information concerning Pinal County is for background information only. No attempt has been made to determine what part, if any, of the data presented is applicable to the District; consequently, no representation is made as to the relevance of the data to the District or the Taxable 2021 Certificates. THE TAXABLE 2021 CERTIFICATES ARE NOT OBLIGATIONS OF PINAL COUNTY. The Taxable 2021 Certificates are direct obligations of the District, as described under the headings "SOURCES OF PAYMENT OF THE TAXABLE 2021 CERTIFICATES" and "SECURITY FOR THE TAXABLE 2021 CERTIFICATES" in this Official Statement.

General

Pinal County was formed in 1875 from portions of Maricopa County, Arizona, and Pima County, Arizona. The principal geographic and economic features of Pinal County consist of mountains with elevations of 6,000 feet and copper mining in the eastern portion of Pinal County and primarily low desert valleys and irrigated agriculture in the western portion of Pinal County.

Pinal County encompasses approximately 5,374 square miles of which 4.5 square miles is water.

TABLE A-6
LAND OWNERSHIP
Pinal County, Arizona

Control/Ownership	Percent of Land in County
State Trust Land	35.0%
Indian Reservation	23.0
Individuals or Corporations	22.0
U.S. Forest Service and Bureau of Land Management	14.0
Other Public Lands	6.0
Total	100.0%

Source: *Arizona County Profiles*, Arizona Department of Commerce.

County Government and Organization

Pinal County seat, the Town of Florence, Arizona, is located approximately 60 miles southeast of Phoenix. The governmental and administrative affairs of Pinal County are carried out by a five-member Board of Supervisors (the "Board") each member of which serves a four-year term. The Board appoints a County Manager who is responsible for carrying out Board policies and administering Pinal County operations.

Economy

Communities within the eastern portion of Pinal County have traditionally been active in copper mining, smelting, milling and refining, whereas communities in the western portion of Pinal County have traditionally focused on agricultural industries. The communities adjacent to the Phoenix metropolitan area have diversified their economic base to include manufacturing, trade and services – facilitated by their location in the major growth corridor between Phoenix and Tucson, Arizona, near the junction of Interstate 10 and Interstate 8.

TABLE A-7
NON-AGRICULTURAL EMPLOYMENT STRUCTURE (A)
Pinal County, Arizona

	2021 Percent of Total *(a)*
Mining and construction	5.8%
Manufacturing	6.9
Trade, transportation and utilities	17.7
Information	0.9
Financial activities	2.3
Professional and business services	10.4
Educational and health services	10.5
Leisure and hospitality	8.5
Other services	2.3
Government	34.7
Total	100.0%

(a) Data through April 2021.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

TABLE A-8
LABOR FORCE AND NONFARM EMPLOYMENT
Pinal County, Arizona

	2021 *(a)*	2020	2019	2018	2017	2016
Mining and construction	3,250	3,325	3,750	3,525	3,200	3,000
Manufacturing	3,925	3,875	4,025	3,825	3,600	3,500
Trade, transportation, and utilities	12,850	12,400	10,875	10,575	10,350	10,625
Information	425	475	600	600	600	625
Financial activities	1,475	1,450	1,475	1,475	1,425	1,375
Professional and business services	6,300	6,475	7,175	6,875	6,175	6,200
Educational and health services	6,650	6,550	6,400	6,325	6,225	6,175
Leisure and hospitality	6,500	6,075	6,125	5,950	6,075	6,000
Other Services	1,375	1,450	1,700	1,725	1,825	1,975
Government	19,175	19,150	20,125	19,950	19,800	19,925
	61,925	61,225	62,250	60,825	59,275	59,400

(a) Data through April 2021.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

TABLE A-9
UNEMPLOYMENT AVERAGES

Calendar Year	Pinal County *(a)*	State of Arizona *(a)*	United States of America *(a)*
2021 *(b)*	6.6%	6.7%	6.3%
2020	7.5	7.9	8.1
2019	4.9	4.7	3.7
2018	4.9	4.7	3.9
2017	5.0	4.9	4.4
2016	5.5	5.4	4.9

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Substate area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data as of August 2021.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Retail Sales

The following table illustrates retail sales for Pinal County.

TABLE A-10
TAXABLE RETAIL SALES
Pinal County, Arizona
($000s omitted)

Calendar Year	Retail Sales *(a)*
2021 *(b)*	$813,326
2020	2,022,907
2019	1,703,791
2018	1,542,340
2017	1,488,607
2016	1,430,813

(a) The statutory definition of "Retail Sales" is the business of selling tangible personal property at retail. Therefore, this class does not include services or hotels, restaurants or food sales.

(b) Data through April 2021.

Source: Arizona Department of Revenue, Office of Economic Research and Analysis.

Bank Deposits

The following table illustrates bank deposits in Pinal County.

TABLE A-11
BANK DEPOSITS
Pinal County, Arizona
(in millions)

Fiscal Year	Amount
2020	$2,757
2019	2,362
2018	2,268
2017	2,110
2016	1,976

Source: Federal Deposit Insurance Corporation.

APPENDIX B

THE DISTRICT – FINANCIAL INFORMATION

THE TAXABLE 2021 CERTIFICATES WILL BE PAYABLE AS DESCRIBED UNDER THE HEADINGS "SOURCES OF PAYMENT OF THE TAXABLE 2021 CERTIFICATES" AND "SECURITY FOR THE TAXABLE 2021 CERTIFICATES." THE TAXABLE 2021 CERTIFICATES WILL NOT BE A GENERAL OBLIGATION OF THE DISTRICT.

PROPERTY TAXES

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County in which such property is located (the "Assessor of the County") or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than fifteen percent of the Full Cash Value. (Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions

The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below. The Limited Property Value of the District is the basis for determining the District's statutory debt limitation.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE B-1

Property Tax Assessment Ratios (Tax Year)

Property Classification *(a)*	2017	2018	2019	2020	2021
Mining, utilities, commercial and industrial	18%	18%	18%	18%	18%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(b)*	15	14	15	15	15

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Primary Taxes

Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed Property Value (as defined herein). "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts. Fire Districts do not levy primary taxes.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bond indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes

Per State statute, taxes levied for payment of bonds, voter-approved budget overrides, the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, water conservation and career technical education districts, and taxes levied by school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments. Specific to fire districts, the law permits an annual operation and maintenance secondary tax levy that is permitted to grow up to eight percent each year but may not exceed a tax rate of $3.25 per $100 of Net Limited Assessed Property Value. Additionally, law permits an unlimited secondary tax for payment of voter approved bonds. Fire districts also have a mechanism for imposition of a limited tax rate for voter approved operation and maintenance overrides.

Calculating Debt Limitations

Net Limited Assessed Property Value is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of both locally assessed and centrally valued property and combining the resulting two amounts. This is the basis for determining bonded debt limitations for certain political subdivisions in Arizona, including the District.

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County in which such property is located (the "Treasurer of the County"). (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year).

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years and liens imposed by the United States. Set forth below is a record of property taxes levied and collected in the District for a portion of the current fiscal year and all of the previous five fiscal years.

TABLE B-2

Property Taxes Levied and Collected *(a)*
Superstition Fire & Medical District

Fiscal Year	District Total Tax Rate	District Tax Levy as of June 30th	Collected to June 30th of Initial Fiscal Year		Adjusted District Tax Levy as of 5/31/2021	Cumulative Collections to May 31, 2021	
			Amount	% of Levy		Amount	% of Levy
2020/21	$ 3.6500	$ 15,709,777	*(b)*	*(b)*	$ 15,732,299	$ 15,394,976	97.86%
2019/20	3.6700	14,929,682	$ 14,674,084	98.29%	14,925,598	14,871,953	99.64
2018/19	3.6800	14,295,712	14,013,508	98.03	14,260,124	14,226,344	99.76
2017/18	3.7200	13,763,802	13,536,095	98.35	13,758,619	13,737,592	99.85
2016/17	3.4700	12,273,899	12,023,020	97.96	12,281,688	12,268,450	99.89
2015/16	3.4100	11,692,090	11,462,282	98.03	11,693,891	11,683,648	99.91

(a) Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Interest and penalty collections for delinquent taxes are not included in the collection figures in TABLE B-2, but are deposited in each respective County's General Fund.

(b) 2020/21 taxes in course of collection:
First installment due 10-01-20, delinquent 11-01-20;
Second installment due 03-01-21, delinquent 05-01-21.

Source: Office of the Treasurer of the County.

Delinquent Tax Procedures

The property taxes due the District are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum, prorated at a monthly rate of 1.33% as of the first day of the month. (Delinquent interest and penalties are waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepare a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes and interest thereon.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Taxable 2021 Certificates. None of the District, the Underwriter or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event a County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

ASSESSED VALUATIONS AND TAX RATES

TABLE B-3

Direct and Overlapping Net Limited Assessed Property Values for and Tax Rates Per $100 Assessed Valuation

Overlapping Jurisdiction	2020/21 Net Limited Assessed Property Value	2020/21 Combined Tax Rates Per $100 Net Limited Assessed Property Value
State of Arizona	$ 69,914,507,682	None
Pinal County	2,689,422,170	$4.1926 *(a)*
Pinal County Community College District	2,689,422,170	2.3029
Pinal County Fire District Assistance Tax	2,689,422,170	0.0591
Pinal County Library District	2,689,422,170	0.0965
Pinal County Flood Control District *(b)*	2,338,458,494	0.1693
Central Arizona Water Project	2,689,422,170	0.1400
Maricopa County	45,704,969,813	1.8435
Maricopa County Community College District	45,704,969,813	1.2881
Maricopa County Special Health Care District (MIHS)	45,704,969,813	0.3046
Maricopa County Fire District Assistance Tax	45,704,969,813	0.0090
Maricopa County Library District	45,704,969,813	0.0556
Maricopa County Flood Control District *(b)*	42,084,633,673	0.1792
Central Arizona Water Conservation District *(c)*	40,423,232,423	0.1400
City of Apache Junction	169,223,919	0.0000
Apache Junction Unified School District No. 43	445,038,254	4.4362
Superior Unified School District No. 15	21,084,478	5.0111
Mesa Unified School District No. 4	3,358,470,654	7.3696
East Valley Institute of Technology	22,598,319,396	0.0500
Cobre Valley Institute of Technology	182,301,836	0.0500
Superstition Fire & Medical District *(d)*	430,850,806	3.6500

(a) *Includes the "State Equalization Assistance Property Tax" which is levied by the County and has been set at $0.4426 per $100 Net Limited Assessed Property Value for fiscal year 2020/21. Such amount is adjusted annually pursuant to Section 41-1276, Arizona Revised Statutes.*

(b) *The assessed value of the Flood Control Districts do not include the personal property assessed valuation of their respective Counties.*

(c) *Value shown for the Central Arizona Water Conservation District covers only their respective County's portion of such District.*

(d) *Approximately 99.9% of the District's Net Limited Assessed Property Value is in the Pinal County portion of the District.*

Source: *Property Tax Rates and Assessed Values,* Arizona Tax Research Association and Treasurer of the County.

Total Tax Rates Per $100 Net Limited Assessed Property Value

The total overlapping property tax rate for property owners within the District ranges from $11.9562 to $18.0300 per $100 Net Limited Assessed Property Value, depending upon the specific jurisdictions which overlap the property.

Source: *Property Tax Rates and Assessed Values,* Arizona Tax Research Association and Treasury of the County.

TABLE B-4

Net Limited Assessed Property Value by Property Classification
Superstition Fire & Medical District

Class	2021/22 *(a)*	2020/21	2019/20	2018/19	2017/18	2016/17
Commercial, industrial, utilities and mines	$60,720,837	$58,768,360	$55,256,823	$52,009,773	$50,070,105	$49,381,292
Agricultural and vacant	23,412,421	24,480,087	24,770,338	23,610,608	23,481,200	23,484,854
Residential (owner occupied)	219,496,928	199,922,421	185,701,738	176,506,655	168,966,805	169,816,920
Residential (rental)	154,996,548	147,601,779	140,773,189	134,060,990	127,190,471	110,617,805
Certain Government property improvements	70,667	78,159	75,093	73,358	70,344	78,305
Totals *(b)*	$458,697,401	$430,850,806	$406,577,181	$386,261,384	$369,778,925	$353,379,176

(a) *The values for fiscal year 2021/22 are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 16, 2021.*

(b) *Totals may not add up due to rounding*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and the Assessor of the County.

TABLE B-5

Net Limited Assessed Property Value of Major Taxpayers
Superstition Fire & Medical District

Major Taxpayer *(a)*	2020/21 Net Limited Assessed Property Value	As % of 2020/21 Net Limited Assessed Property Value
Arizona Water Company	$ 4,180,307	0.97%
Smith's Food & Drug Centers Inc	2,048,495	0.48
Wal-Mart Stores Inc	2,031,285	0.47
Southwest Gas Corporation	1,558,910	0.36
Qwest Corporation	1,549,441	0.36
Gold Canyon Sewer Company	1,494,720	0.35
JSH Time LLC	1,457,428	0.34
Gilligan Gold Canyon LLC	1,385,548	0.32
Roberts Properties Ltd	1,350,888	0.31
Montesa MHP LLC	1,161,106	0.27
	$ 18,218,128	4.23%

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at http://www.sec.gov. No representative of the District, the Underwriter, Special Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

Source: The Assessor of Pinal County.

TABLE B-6

Comparative Net Limited Assessed Property Values
Superstition Fire & Medical District

Fiscal Year	Superstition Fire & Medical District	City of Apache Junction	Pinal County	Maricopa County	State of Arizona
2020/21	$ 430,850,806	$ 168,196,840	$ 2,689,422,170	$45,704,969,813	$69,914,507,682
2019/20	406,577,181	160,726,844	2,521,252,051	43,194,326,395	66,157,223,639
2018/19	386,261,384	152,312,234	2,355,433,455	40,423,232,423	62,328,357,186
2017/18	369,778,925	146,588,146	2,239,027,256	38,251,891,249	59,406,279,473
2016/17	353,379,176	141,698,516	2,119,750,925	36,135,494,474	56,573,588,295

Source: *Property Tax Rates Assessed Values*, Arizona Tax Research Association and *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

TABLE B-7

Net Full Cash Assessed Value and Estimated Net Full Cash Value History
Superstition Fire & Medical District

Fiscal Year	Net Full Cash Assessed Value	Estimated Net Full Cash Valuation *(a)*
2021/22 *(b)*	$588,670,517	$5,390,532,457
2020/21	557,492,980	5,083,511,782
2019/20	512,932,039	4,654,582,274
2018/19	465,055,646	4,202,750,674
2017/18	458,851,888	4,145,198,573

(a) Estimated Net Full Cash Value is the total market value of the property within the District less the estimated Full Cash Value of property exempt from taxation within the District.

(b) The values for fiscal year 2021/22 are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 16, 2021.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and the Assessor of the County.

DIRECT AND OVERLAPPING BONDED INDEBTEDNESS

TABLE B-8

Current Year Statistics (For Fiscal Year 2020/21)
Superstition Fire & Medical District

Total Certificates of Participation Outstanding and to be Outstanding	$	29,575,000*
Total General Obligation Bonds Outstanding		4,360,000
Net Limited Assessed Property Value		430,850,806
Net Full Cash Assessed Valuation		557,492,980
Estimated Net Full Cash Value		5,083,511,782

The District's preliminary fiscal year 2021/22 Net Full Cash Assessed Value is estimated at $588,670,517, an increase of approximately 5.59% from the fiscal year 2020/21 Net Full Cash Assessed Value. The District's preliminary fiscal year 2021/22 Net Limited Assessed Property Value is estimated at $458,697,401, an increase of approximately 6.46% from the fiscal year 2020/21 Net Limited Assessed Property Value. The District's preliminary fiscal year 2021/22 Estimated Net Full Cash Value is estimated at $5,390,532,457, an increase of approximately 6.04% from the fiscal year 2020/21 Estimated Net Full Cash Value. The values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 16, 2021.

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* *Subject to change.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and Assessor of the County.

TABLE B-9

Certificates of Participation Outstanding and to be Outstanding
Superstition Fire & Medical District

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding and to be Outstanding
2021	$29,575,000	PSPRS payment / Contingency Reserve Fund	2046	$29,575,000 *(a)
Total Certificates of Participation Outstanding and to be Outstanding				$29,575,000*

---

* *Subject to change.*

(a) Represents the Taxable 2021 Certificates.

TABLE B-10

Direct General Obligation Bonded Debt Outstanding
Superstition Fire & Medical District

Issue Series	Original Amount	Purpose	Final Maturity Date (August 1)	Balance Outstanding
2006B	$ 9,500,000	Fire District Facilities	2027	$ 4,360,000
Total General Obligation Bonded Debt Outstanding				$ 4,360,000

TABLE B-11

Other Obligations
Superstition Fire & Medical District

The District has the following capital lease payment obligations:

Item	Annual Payment Amount	Periods Due
2016 Pierce Pumper Capital Lease	$86,098.48	Annually through September 25, 2025
2016 Pierce Tender Capital Lease	42,255.15	Annually through November 25, 2026

REVENUES AND EXPENDITURES

The following information of the District was derived from the annual budget of the District for fiscal year 2020/21 and the audited financial statements of the District for fiscal years 2015/16 through 2019/20. Budgeted figures for fiscal year 2020/21 are "forward looking" statements that may not be realized during the course of the fiscal year as presented herein and thus must be viewed with an abundance of caution. Audited figures for fiscal years 2015/16 through 2019/20 are on a modified accrual basis. The presentation which follows has not been independently subject to any audit procedures.

The following information should be read in conjunction with the audited financial statements of the District. **See APPENDIX C for the District's most recent audited general purpose financial statements, which are for fiscal year ended June 30, 2020.** Such audited financial statements are the most recent available for the District, are not current and therefore must be considered with an abundance of caution. **The District has not requested the consent of Henry & Horne LLP to include its report and Henry & Horne LLP has performed no procedures subsequent to rendering its report on the financial statements.**

TABLE B-12

Operating Funds *(a)*
Superstition Fire & Medical District

	Budgeted	Audited				
	2020/21 *(b)*	2019/20	2018/19	2017/18	2016/17	2015/16
FUND BALANCE AT BEGINNING OF YEAR	$ 1,800,754	$ 3,539,075	$ 2,669,675	$ 1,789,977	$ 1,253,852	$ 1,528,035
REVENUES						
Taxes	$ 13,977,651	$ 13,243,240	$ 12,609,434	$ 12,059,326	$ 11,492,996	$ 10,906,617
Centrally assessed taxes	371,345	365,446	371,492	353,186	360,634	356,784
Insurance premiums	120,000	121,878	121,709	119,772	125,696	98,783
County aid	400,000	400,000	400,000	400,000	400,000	400,000
Charges for service	587,444	687,042	873,376	762,873	454,407	756,662
Grants	-	491,765	102,222	88,369	247,900	405,282
Interest revenues	10,000	47,329	40,307	24,571	14,717	12,103
Other income	30,000	3,442	2,694	4,856	4,728	2,027
TOTAL REVENUES	$ 15,496,440	$ 15,360,142	$ 14,521,234	$ 13,812,953	$ 13,101,078	$ 12,938,258
OTHER FINANCING SOURCES & USES						
Sale of assets	$ -	$ -	$ -	$ 57	$ 518	$ -
TOTAL FUNDS AVAILABLE FOR EXPENDITURES	$ 17,297,194	$ 18,899,217	$ 17,190,909	$ 15,602,987	$ 14,355,448	$ 14,466,293
EXPENDITURES						
Current						
Administration	$ 7,897,732	$ 2,138,167	$ 1,841,653	$ 1,816,759	$ 1,808,775	$ 1,818,385
Technical services	588,028	574,216	722,177	551,573	492,541	532,549
Communication services	215,880	207,049	181,620	187,707	180,356	253,085
Emergency services	8,476,811	12,144,305	10,812,433	10,211,511	9,830,858	10,346,322
Community services	118,743	111,722	93,951	165,762	252,941	262,100
TOTAL EXPENDITURES	$ 17,297,194	$ 15,175,459	$ 13,651,834	$ 12,933,312	$ 12,565,471	$ 13,212,441
FUND BALANCE AT END OF YEAR		**$ 3,723,758**	**$ 3,539,075**	**$ 2,669,675**	**$ 1,789,977**	**$ 1,253,852**

(a) Represents the District's Total Governmental Funds less its Bond Debt Service Fund.

(b) Reflects the District's budgeted figures for fiscal year 2020/21 which are unaudited and subject to change upon audit. These amounts are "forward looking" statements and should be considered with an abundance of caution.

APPENDIX C

THE DISTRICT –
DISTRICT EMPLOYEE RETIREMENT SYSTEM

Pension and Retirement Plans

The District contributes to the retirement plans described below: the cost-sharing Arizona State Retirement System ("ASRS") and the multiple-employer Public Safety Personnel Retirement System ("PSPRS"). Benefits are established by State statute and, depending on the plan, provide retirement, death, long-term disability, survivor and health insurance premium benefits. Both the District and each covered employee contribute in the case of each. Under authority of the District Board, the District provides a postretirement insurance (health, dental and vision insurance) benefits for certain retirees and their dependents

The Governmental Accounting Standards Board ("GASB") adopted Statement Number 68, Accounting and Financial Reporting for Pensions, which requires that cost-sharing employers report their "proportionate share" of a plan's net pension liability in their government-wide financial statements and that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. GASB's Statement No. 67, Financial Reporting for Pensions, is designed to improve financial reporting by state and local governmental pension plans.

Starting on page 51 in APPENDIX D – "THE DISTRICT – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2020" is information about the plans based on GASB's Statements No.s 67 and 68. Please refer to APPENDIX D for more specific information about the plans. In the case of any difference between what is here versus what is in APPENDIX D, the latter supersedes the former.

The Arizona State Retirement System

ASRS is a multiple-employer defined benefit pension plan, a multiple-employer defined benefit health insurance premium benefit plan, and a multiple-employer defined benefit long-term disability plan for approximately 600,000 Arizona public employees including qualified employees of the State, municipal governments, counties and K-12 education agencies. As of June 30, 2020, the unfunded liability for ASRS was $15.9 billion with a funding ratio of 72.8% and an assumed earning rate of 7.5%. As of June 30, 2020, the District reported a liability of $2,917,508 for its proportionate share of the net pension liability under ASRS. Pursuant to State statute, the contribution rate for the employer (the District) and active members of ASRS are equal. For fiscal year 2020/21, the actuarially determined contribution rate for the District and active members of ASRS is 12.41% (12.22% for retirement and health insurance and 0.19% for long-term disability).

The table below shows recent actuarially determined contribution rates that the active ASRS members and the District are/were required to contribute, the plan's funded status and the pension contributions under ASRS for the current and past four fiscal years.

Fiscal year ended	Retirement and Health Insurance Premiums	Long-term Disability	Total Contribution Rate	Funded Status	Pension Contributions
June 30, 2022	12.22%	0.19%	12.41%	unavailable	unavailable
June 30, 2021	12.04	0.18	12.22	unavailable	unavailable
June 30, 2020	11.94	0.17	12.11	73.2%	$259,167
June 30, 2019	11.64	0.16	11.80	73.4	236,377
June 30, 2018	11.34	0.16	11.50	69.9	204,197

The Public Safety Personnel Retirement System

PSPRS is an agent multiple-employer defined benefit pension plan and an agent multiple employer defined benefit health insurance premium benefit plan that covers public safety personnel who are regularly assigned to hazardous duties for which the Arizona State Legislature establishes active plan members' contribution rates and member benefits. This is not a "pooled" system – a separate account exists for the police and fire employees of each participating political subdivision. In total, there are 258 individual plans in PSPRS. Each plan has its own financial condition, funding status, etc. which varies greatly across the system.

A 2016 amendment to the State constitution ("Prop 124") created an exception to the prohibition in the Constitution against diminishing or impairing public retirement system benefits by allowing for certain adjustments to PSPRS and preserved the State's legislature ability to modify public retirement benefits. Prop 124 allowed for, among other things, the replacement of permanent benefit increases then required by law with COLA (defined below) provisions tied to the regional consumer price indexes.

PSPRS active membership is comprised of three separate "tiers" based on date of hire which are shown in the following table.

"Tier 1" Members	"Tier 2" Members	"Tier 3" Members
Hired into PSPRS position before January 1, 2012	Hired into PSPRS position on or after January 1, 2012 and before July 1, 2017	Hired into PSPRS position on or after July 1, 2017

The different tiers have different types of plans. Tier 1 members have a defined benefit plan, Tier 2 members have a defined benefit or defined benefit hybrid plan and Tier 3 members have a defined contribution, defined benefit or define benefit hybrid plan. (The hybrid plan is a pension with an additional defined contribution tax-deferred retirement savings account for Tier 2 and Tier 3 members who do not contribute to Social Security). For Tier 1 and Tier 2 members, the type of plan is determined automatically. For Tier 3 members the type of plan is an irrevocable career choice with a default to a defined benefit plan after 90 days. The actuarially determined employer contribution rate varies among the different tiers and the different types of plans as shown in the tables below.

As of June 30, 2020, the unfunded liability for Tiers 1 and 2 of PSPRS was $9.8 billion with a funding ratio of 48.0%. When calculating, an assumed earning rate of 7.3% was used and an assumed rate of 1.75% was used for increases in the cost of living allowance ("COLA").

The following tables show the actuarially determined annual contribution rates, funded status and total audited contribution amounts for PSPRS.

	Fiscal Year Ended				
	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018
Contribution Rates					
Tier 1/2 Defined Benefit Employer (a)	32.54%	31.84%	29.48%	28.37%	29.10%
Tier 1 Defined Benefit Employee	7.65	7.65	7.65	7.65	7.65
Tier 2 Defined Benefit Employee (a)(b)	11.65	11.65	11.65	11.65	11.65
Tier 3 Defined Benefit Employer (a)(c)	27.50	26.01	25.34	24.09	23.88
Tier 3 Defined Benefit Employee (a)	9.94	9.94	9.94	9.94	9.94
Tier 3 Defined Contribution Employer (c)	27.44	26.48	25.91	24.66	24.49
Tier 3 Defined Contribution Employee	10.41	10.41	10.51	10.51	10.55
Pension Funded Status	N/A	N/A	69.9	66.4	65.0
Health Funded Status	N/A	N/A	118.3	118.5	98.7
Total District (Employer) Pension and Contribution	N/A	N/A	$1,851,686	$1,790,579	$1,886,507

(a) Not applicable for Tier 2 for fiscal years prior to Fiscal Year 2018. Does not include additional contribution percentage of 3% associated with Tier 2 defined benefit ("DB") members additionally participating in the defined contribution ("DC") plan. Employer rate is 4% for Tier 2 members for a period of time depending on the individual's membership date.

(b) Tier 2 employees contribute a maximum of 11.65%, but statutory requirements dictate only 7.65% is applied toward employer costs.

(c) The amortization of unfunded liabilities for Tier 1 and Tier 2 is applied to the payroll for employees in all tiers, including Tier 3, on a level percent basis.

PSPRS has reported increases in its unfunded liabilities The increases in unfunded liabilities is expected to result in increased future annual contributions by the District and its employees; however the specific impact on the District's and its employees' future contributions cannot be determined at this time.

Statutory Changes and Court Decisions Regarding the PSPRS

PSPRS is operated under the umbrella of the Public Safety Personnel Retirement System and the Public Safety Personnel Retirement System Board of Trustees. Since 2011 there have been various retirement program modifications designed to mitigate the increasing unfunded liabilities in the programs. Some of these modifications were enacted by the Arizona Legislature and other changes (like Prop 124) were implemented by voter approved amendments to the State Constitution. Additionally, in some instances, modifications enacted by the Arizona Legislature were reversed based on the outcome of successful court challenges. Substantively, the modifications have included changes to contribution rates, retirement criteria, funding horizons, retirement benefits and post-retirement benefit increase calculations.

District Contingency Reserve Fund

A portion of the proceeds of the Taxable 2021 Certificates will be deposited into the District Contingency Reserve Fund, which will be held by the District, not the Trustee. The District Contingency Reserve Fund will allow the District to mitigate the impact of market risk and changes in actuarial assumptions. The monies on deposit within the District Contingency Reserve Fund will not be pledged to the payment of the Taxable 2021 Certificates.

Risks of Using Debt for Pension Payment.

Using debt, such as the Taxable 2021 Certificates, to make pension payments carries three types of risks for the District: (i) actuarial risk, (ii) market risk and (iii) other risks. Actuarial risks relate to the risks associated with alterations to projections and contributions due to changes in assumptions such as investment returns, payroll increase, COLA, mortality, early retirement and benefit payments. Market risk is the risk associated with the Taxable 2021 Certificates and long-term investment return performance. Other risks include, but not limited to, variance from the anticipated investment return, payroll increase, COLA, mortality, early retirement, covered payroll and other assumptions. Anticipated savings are based on achieving rates assumed in actuarial reports and other documents and such savings could be greater or less than projected and could even result in a loss.

Potential Future State Legislation Affecting PSPRS

Bills are frequently introduced at sessions of the State Legislature that, if enacted, could impact the administration of the PSPRS and the eligibility, timing and payment of benefits from such plans. The District is unable to determine whether any such bills will be enacted into legislation or in what form such legislation may be enacted and what the impact of any such legislation may be.

Other Post-Employment Retirement Benefits

The District was required to implement GASB Statement Number 75, Accounting by Employers for Post-Employment Benefits Other than Pensions ("GASB 75"), which requires reporting the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 requires that such benefits be recognized as current costs over the working lifetime of employees, and to the extent such costs are not pre-funded, GASB 75 will require the reporting of such costs as a financial statement liability.

The District does not offer OPEBs. The District employees, their spouses and survivors may, however, be eligible for certain retiree health care benefits under health care programs provided by the State. Employees on long-term disability and their spouses may also qualify for retiree health care benefits through the State. It is expected that substantially all the District employees that reach normal or early retirement age while working for the District will become eligible for such benefits. Currently, such retirees may obtain the health care benefits offered by the State by paying the applicable health care insurance premium; such plan is available to all participants, whether retired or not, in the State's health care program. It is not the responsibility of the District to fund such costs.

Governmental Accounting Standards ("GASB"):

The Governmental Accounting Standards Board adopted Governmental Accounting Standards Board Statement Number 68, *Accounting and Financial Reporting for Pensions* ("GASB 68"), which, beginning with fiscal years starting after June 15, 2014, requires cost-sharing employers to report their "proportionate share" of the plan's net pension liability in their government-wide financial statements. GASB 68 also requires that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. Both the District and each covered employee contribute to the ASRS. See APPENDIX C – "THE DISTRICT – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2020" for further discussion of the District and its pension liability including the net pension liability associated with PSPRS.

New Reporting Requirements - Governmental Accounting Standards Board Statement No. 67, Financial Reporting for Pension Plans, An Amendment of GASB Statement No. 25, is designed to improve financial reporting by state and local governmental pension plans. This statement replaces the requirements of Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, and No. 50, Pension Disclosures, as they relate to pension plans that are administered through trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria.

APPENDIX D

THE DISTRICT -
AUDITED ANNUAL FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2020

APPENDIX E

SUMMARIES OF LEGAL DOCUMENTS

The following are brief summaries of the provisions of the Financing Documents together with certain definitions in the Financing Documents not defined elsewhere in this Official Statement. These summaries are not intended to be definitive and should be read in conjunction with the additional information about the contents of the indicated documents included under the heading "THE TAXABLE 2021 CERTIFICATES" and "SECURITY FOR THE TAXABLE 2021 CERTIFICATES - Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds" and "- Events of Default or Termination Pursuant to the Lease Agreement." Reference is made to the complete documents for the complete terms thereof. Copies of the documents are available as set forth in this Official Statement under the heading "INTRODUCTION."

CERTAIN DEFINITIONS

"Additional Certificates" means any certificates executed and delivered pursuant to the Trust Agreement.

"Additional Rent" means any payments requested to be made as described hereinbelow under the subheading "LEASE AGREEMENT - Additional Rent."

"Aggregate Value" means, with respect to any Certificates, the Outstanding principal amount thereof.

"Business Day" means a day of the year other than (i) a Saturday or Sunday or (ii) a day on which banking institutions located in the District designated by the Trustee for the presentation and payment of Certificates are required or authorized to remain closed.

"Certificates" means the Taxable 2021 Certificates and any Additional Certificates executed and delivered pursuant to the Trust Agreement.

"Defeasance Obligations" has the meaning provided in the Trust Agreement.

"Delivery Costs Fund" means the fund by that name established and held by the Trustee pursuant to of the Trust Agreement.

"Event of Default" means an event of default described in the Lease Agreement.

"Fiscal Period" means a period of 12 consecutive months commencing on the first day of July and ending on the last day of June, or any other consecutive 12-month period that may be established hereafter as the fiscal year of the District for budgeting and appropriation purposes.

"Insurance and Condemnation Fund" means the fund by that name established and held by the Trustee pursuant to of the Trust Agreement.

"Net Proceeds" means any insurance proceeds (other than proceeds of any insurance policy resulting from liability to a third person for damages for bodily and personal injury, death or property damage connected with the construction or operation of the Leased Property) or condemnation award in excess of $25,000, paid with respect to the Leased Property, or any proceeds resulting from the re-renting, re-leasing or sale of all or any portion of the Leased Property following an Event of Default, remaining after payment therefrom of all expenses incurred in the collection thereof.

"Outstanding" when used with reference to the Certificates, means, as of any date of determination, all Certificates theretofore executed and delivered except:

(a) Certificates theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Certificates that are deemed paid and no longer Outstanding as provided in the Trust Agreement;

(c) Certificates in lieu of which other Certificates of the same series shall have been executed and delivered pursuant to the provisions of the Trust Agreement relating to Certificates destroyed, stolen or lost, unless evidence satisfactory to the Trustee has been received that any such Certificate is held by a bona fide purchaser; and

(d) For the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in the Trust Agreement, the Certificates owned or held by or for the account of the District or by any person directly or indirectly controlled by, or under direct or indirect common control with the District (except any Certificates held in any pension or retirement fund).

"Owner" or any similar term, when used with respect to any Certificate means the person in whose name such Certificate is registered.

"Permitted Encumbrances" means, as of any particular time (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may, pursuant to the Lease Agreement, permit to remain unpaid, (b) the Lease Agreement, (c) the Trust Agreement, (d) the Ground Lease, (e) easements, leases encumbrances, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions that exist as of the date of execution and delivery of the applicable Certificates and that the District certifies in writing does not materially impair the use of the Leased Property, and (f) easements, leases, encumbrances, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions to which the Trustee and the District consent in writing.

"Permitted Investments" means and includes (to the extent permitted by law):

(i) Defeasance Obligations.

(ii) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America including, but not limited to, the following: (A) the Export-Import Bank of the United States, (B) the Rural Economic Community Development Administration, (C) the U.S. Maritime Administration, (D) the Small Business Administration, (E) the U.S. Department of Housing and Urban Development (PHA's), (F) the Federal Housing Administration, and (G) the Federal Financing Bank.

(iii) Direct obligations of any of the following federal agencies, which obligations are not fully guaranteed by the full faith and credit of the United States of America: (A) senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), (B) obligations of the Resolution Funding Corporation (REFCORP) and (C) senior debt obligations of the Federal Home Loan Bank System.

(iv) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank.)

(v) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase.

(vi) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P.

(vii) Pre-refunded Municipal Obligations, defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any

such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice, and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(B) (1) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in clause (ii) of the definition of Defeasance Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (2) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

(viii) Municipal Obligations rated "Aaa/AAA" or general obligations of states with a rating of "A2/A" or higher by both Moody's and S&P.

"Prepayment" means any payment of the principal portion of any Lease Payments, in whole or in part, pursuant to the Lease Agreement prior to the scheduled payment dates.

"Project Fund" means the fund by that name established and held by the Trustee pursuant to Article III of the Trust Agreement.

"Qualified Self-Insurance" means any program of self-insurance regarding which the Trustee has received a written evaluation of an independent insurance consultant or actuarial consultant having a favorable reputation for skill and experience and an opinion of such consultant that adequate reserves for such program are either maintained with an independent corporate trustee or otherwise held with appropriate safeguards to insure their availability.

GROUND LEASE

Pursuant to the Ground Lease, the District leases the Leased Property to the Trustee and the Trustee leases the Leased Property from the District for the period commencing as of the date of the Ground Lease and terminating on July 2, 2045[*]; *provided*, that in no event shall the Ground Lease of the Leased Property terminate before the termination of the Lease Agreement.

Fee title to the Leased Property shall at all times remain with the District.

The Trustee will prepay its rental payments pursuant to the Ground Lease upon execution and delivery of the Ground Lease concurrently with the initial execution and delivery of the Taxable 2021 Certificates.

The District has the right to terminate the Ground Lease upon written notice to the Trustee upon (a) defeasance of the Lease Agreement and the Trust Agreement with respect to all Certificates as permitted thereunder, or (b) the exercise of the District of its option to purchase the Leased Property pursuant to the Lease Agreement and defeasance of the Trust Agreement as permitted thereunder.

LEASE AGREEMENT

Additional Rent

In addition to Lease Payments, the District has agreed to pay when due as Additional Rent (a) all costs and expenses of the Trustee to comply with the provisions of the Trust Agreement, (b) compensation and expenses of the

[*] Preliminary, subject to change.

Trustee, (c) certain indemnification amounts, (d) all costs and expenses of auditors, engineers and legal counsel other than costs and fees incurred in connection with the execution and delivery of the Certificates, (e) all rent for any holdover period during which the District stays in possession of the Leased Property after termination of the Lease Agreement, (f) amounts due with respect to certain environmental covenants in the Lease Agreement and (g) amounts due with respect to continuing disclosure compliance.

Maintenance, Utilities, Taxes and Modifications

The District, at its own expense, has agreed to maintain or cause to be maintained the Leased Property in good repair; the Trustee has no responsibility for such repair. The District has the power to make additions, modifications and improvements to the Leased Property that do not damage or reduce its value to a value substantially less than that which existed before such modification or improvement. The District must pay or cause to be paid all taxes, other governmental charges and utility charges with respect to the Leased Property, as well as any taxes and assessments, if any, that it is legally obligated to pay.

Insurance

The Lease Agreement requires the District to maintain or cause to be maintained the following insurance against risk or physical damage to the Leased Property and other risks for the protection of the Trustee:

(a) General Liability. The District shall maintain or cause to be maintained, throughout the term of the Lease Agreement, either a standard commercial general liability insurance policy or policies, with a responsible insurance company or companies authorized under the laws of the State to assume such risks, of such types and in such amounts as are then customary for similar institutions carrying on similar activities.

(b) Fire and Extended Coverage, Vandalism and Malicious Mischief. The District shall maintain or cause to be maintained, throughout the term of the Lease Agreement, insurance against loss or damage to any structure or equipment constituting any part of the Leased Property by fire and lightning with extended coverage and malicious mischief insurance. Coverage shall be in an amount equal to 100 percent of the replacement cost of the Leased Property. Such insurance may be subject to deductible clauses of not to exceed $25,000 for any one loss.

The insurance described in paragraphs (a) and (b) may be maintained as part of or in conjunction with any other liability or fire and extended coverage for insurance, respectively, carried or required to be carried by the District and may be maintained in the form of acceptable self-insurance, meeting certain standards provided in the Lease Agreement.

All policies of insurance or any Qualified Self-Insurance must provide that the Net Proceeds thereof shall be payable to the Trustee. The Net Proceeds of fire and extended coverage insurance shall be deposited in the Insurance and Condemnation Fund and applied to restore, replace, repair, modify or improve the Leased Property or to the prepayment of Lease Payments and the corresponding prepayment of Certificates. See "TRUST AGREEMENT - Funds - Insurance and Condemnation Fund." The Net Proceeds of general liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the Net Proceeds of such insurance shall have been paid. The District has agreed to pay or cause to be paid when due the premiums on all insurance policies and to furnish evidence of any such payments promptly to the Trustee.

In the event the District maintains Qualified Self-Insurance for general liability insurance and fire and extended coverage insurance required pursuant to the Lease Agreement, the District shall cause to be delivered to the Trustee annually the documentation required for the determination that such self-insurance constitutes Qualified Self-Insurance, if any.

Option to Purchase Leased Property

The District may on any date secure the payment of Lease Payments with respect to the Leased Property by deposit with the Trustee of Defeasance Obligations and cash, if required, in such amount as shall, in the opinion of an

independent certified public accountant, together with interest to accrue thereon and, if required, all or a portion of the moneys or Defeasance Obligations then on deposit in the Lease Payment Fund and the Insurance and Condemnation Fund related to such Leased Property, be fully sufficient to pay all unpaid Lease Payments with respect to such Leased Property on the respective Lease Payment Dates as the District instructs at the time of said deposit.

Assignment; Subleases

The District may not assign any of its rights in the Lease Agreement, and may not sublease the Leased Property without the written consent of the Trustee and satisfaction of the conditions contained in the Lease Agreement, including the condition that any such sublease not adversely affect the exclusion of the interest components of the Lease Payments from federal gross income when paid to the Owners of the Taxable 2021 Certificates.

Release or Exchange of Property

If, during the term of the Lease Agreement, the District desires to acquire legal title to any of the Leased Property, unencumbered by the terms and conditions of the Lease Agreement, the Trustee will sell to the District any of such property so desired by the District, provided the following conditions are met, to wit:

(a) Contemporaneously with any such sale by the Trustee (i) the District delivers to the Trustee the net sale proceeds or (ii) the District sells to the Trustee substitute property ("substitute property") for the property the District wishes to acquire;

(b) The sale or exchange of property will not cause any decrease in the total Lease Payments required under the Lease Agreement or any change in the interest component or principal component thereof;

(c) Any substitute property shall be subject to all the terms and conditions of the Lease Agreement and shall be subjected to the lien of the Trust Agreement; and

(d) All costs and expenses incurred in connection with the exchange of property must be borne by the District.

Any proceeds delivered to the Trustee pursuant to subsection (a)(i) above shall be applied to acquire, construct or improve additional Leased Property, or be applied to Lease Payments as directed by the Lessee, subject to any restrictions contained in the opinion of Special Counsel delivered pursuant to subsection (c) above.

Events of Default

Each of the following constitutes an "Event of Default" described in the Lease Agreement:

(a) Except when not paid due to the District not having lawfully available funds budgeted therefor, failure by the District to make any Lease Payment or other payment required under the Lease Agreement when due and continuation of such failure for five days;

(b) Failure by the District to comply with any covenant, agreement or condition contained in the Lease Agreement or the Trust Agreement, other than default described in (a) above, and the continuance of such failure or default for a period of 30 days after written notice thereof has been given to the District by the Trustee or the Owners of not less than five percent in aggregate principal amount evidenced by Certificates then Outstanding; provided, if the failure stated in the notice can be corrected, but not within such 30 day period, the Trustee or such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within such 30 day period and diligently pursued until the default is corrected; or

(c) Certain events relating to bankruptcy of the District or the inability of the District to pay its debts.

Notwithstanding the foregoing, if, by reason of force majeure (as defined in the Lease Agreement), the District is unable to perform or observe any agreement, term or condition of the Lease Agreement, other than any obligation to make Lease Payments or Additional Rent, the District shall not be deemed to be in default during the continuance of such inability. However, the District shall promptly give notice to the Trustee of the existence of any event of force majeure and shall use its best efforts to remove the effects thereof; *provided* that the settlement of strike or labor disturbances shall be entirely within the District's discretion.

Upon the occurrence and continuance of any Event of Default or a termination because of a failure to budget and appropriate Lease Payments by the District as described under the subheading "SECURITY FOR THE TAXABLE 2021 CERTIFICATES - Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds," the Trustee may elect to terminate the Lease Agreement or, with or without such termination, to re-enter and take possession of the Leased Property and relet or sell its leasehold interest in the Leased Property; *provided*, *however*, that notwithstanding anything in the Lease Agreement or the Trust Agreement to the contrary there shall be no right to accelerate the Lease Payments. Any amounts collected by the Trustee from the reletting of the Leased Property shall be credited towards the District's unpaid Lease Payments. Any Net Proceeds of sale, re-lease or other disposition of the Leased Property are required to be deposited in the Lease Payment Fund and applied to Lease Payments in order of payment date.

TRUST AGREEMENT

Pledge and Security

Pursuant to the Trust Agreement, the Trustee is authorized and directed to acquire, to receive and to hold as security for the Owners the following:

(a) All right, title and interest of the Trustee in and to the Ground Lease and the Lease Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all revenues, receipts and other sums of money payable or receivable pursuant thereto, (ii) bring actions and proceedings thereunder or for the enforcement thereof, and (iii) do any and all things that the Trustee is or may become entitled to do thereunder.

(b) All right, title and interest of the Trustee in and to amounts on deposit from time to time in certain funds created pursuant to the Trust Agreement.

The Trust Agreement also represents an agreement by the Trustee that it holds the above rights and interests in trust for the benefit of the Owners.

Trustee

The Trustee is appointed pursuant to the Trust Agreement and is authorized to execute and deliver the Certificates and to act as a depository of amounts held pursuant thereto. The Trustee is required to make deposits into and withdrawals from funds, and invest amounts held under the Trust Agreement in accordance with the provisions thereof.

Funds

The Trust Agreement creates the Project Fund, the Delivery Costs Fund, the Lease Payment Fund and the Insurance and Condemnation Fund to be held in trust by the Trustee.

Project Fund. There shall be deposited into the Project Fund amounts necessary to finance the payment to PSPRS and make a deposit to the Contingency Reserve Fund.

Delivery Costs Fund. There shall be deposited in the Delivery Costs Fund the amount necessary to pay costs relating to the execution, sale and delivery of Taxable 2021 Certificates, which amounts shall be disbursed by the Trustee upon the written order of the District.

Lease Payment Fund. There shall be deposited into the Lease Payment Fund, when received by the Trustee, all Lease Payments and Prepayments. Moneys on deposit in the Lease Payment Fund shall be used to pay principal, prepayment premiums, if any, and interest evidenced by Certificates.

Insurance and Condemnation Fund. Any Net Proceeds of insurance or condemnation awards shall be deposited in the Insurance and Condemnation Fund. See "THE TAXABLE 2021 CERTIFICATES - Prepayment Provisions - Extraordinary Prepayment" for a description of how such amounts are to be applied.

Net Proceeds of a condemnation award shall be used as follows: (a) if the Trustee determines, based upon a report of an independent engineer or other independent professional consultant, that such eminent domain proceedings have not materially affected the operation of the Leased Property or the District's ability to meet its obligations pursuant to the Lease Agreement, and if the Trustee determines, based upon a report of an independent engineer or other independent professional consultant, that such proceeds are not needed for repair or rehabilitation of the Leased Property, the Trustee shall transfer such proceeds to the Lease Payment Fund as a credit against Lease Payments, (b) if the Trustee determines, based upon a report of an independent engineer or other independent professional consultant, that such proceedings have not materially affected the operations of any of the Leased Property or the District's ability to meet its obligations pursuant to the Lease Agreement and such proceeds are needed for repair, rehabilitation or replacement of the Leased Property, the Trustee shall pay to the order of the District such portion of the proceeds required for such repair, rehabilitation or replacement, (c) to prepay Lease Payments and redeem Certificates if less than all of the Leased Property is taken and the Trustee determines that such proceedings have materially affected the operation of the Leased Property, or (d) if all of the Leased Property is taken, to prepay Lease Payments and thereby redeem Certificates.

Additional Certificates

So long as no Event of Default or termination of the Lease Agreement as described under the heading "SECURITY FOR THE TAXABLE 2021 CERTIFICATES - Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds" has occurred and will continue after execution and delivery of any Additional Certificates, the Trustee may execute and deliver, at the direction of the District, Additional Certificates from time to time to provide funds to pay the costs of refunding Outstanding Certificates.

Before the Trustee shall deliver any Additional Certificates executed pursuant to a supplement authorized by the Indenture, the following items shall have been received by the Trustee:

(i) Original executed counterparts of any amendments or supplements to the Lease Agreement and the Trust Agreement entered into in connection with the execution and delivery of the Additional Certificates that are necessary or advisable, in the opinion of Special Counsel, to provide that the Additional Certificates will be executed and delivered in compliance with the provisions of the Trust Agreement.

(ii) A written opinion of Special Counsel, reasonably satisfactory to the Trustee, to the effect that (A) the documents submitted to the Trustee in connection with the request then being made comply with the requirements of this Trust Agreement, (B) any filings required to be made pursuant to the Trust Agreement have been made, and (C) all conditions precedent to the delivery of the Additional Certificates have been fulfilled.

(iii) A written opinion of Special Counsel (who also may be the counsel to whom or which reference is made in paragraph (ii) above), to the effect that (A) when executed and delivered by the Trustee, the Additional Certificates will be valid and binding in accordance with their terms and will be secured under the Trust Agreement equally and on a parity with all other Certificates at the time Outstanding under the Trust Agreement as to the assignment to the Trustee of the amounts pledged under the Trust Agreement.

(iv) A written opinion of Special Counsel (who also may be the counsel to whom or which reference is made in paragraph (ii) above), reasonably satisfactory to the Trustee, to the effect that any amendments or supplements to the Lease Agreement entered into in connection with the execution and delivery of the Additional Certificates have been duly authorized, executed and delivered by the District, and that the Lease Agreement, as amended or supplemented, constitutes a legal, valid and binding obligation of the District, enforceable in accordance

with its terms, subject to exceptions reasonably satisfactory to the Trustee for bankruptcy laws and other laws affecting creditors' rights and the exercise of judicial discretion.

(v) Evidence that the District has obtained the additional amount of insurance or self-insurance, if any, required to be maintained pursuant to the Lease Agreement as a result of the execution and delivery of the Additional Certificates.

(vi) Evidence satisfactory to the Trustee of confirmation that the ratings on any Outstanding Certificates will remain the same, immediately after execution and delivery of the Additional Certificates.

When the documents listed above have been received by the Trustee, the Trustee will execute and deliver the Additional Certificates to or on the order of the original purchaser thereof, but only upon payment of the agreed-upon purchase price for the Additional Certificates.

Investment of Funds

The Trustee is required to invest and reinvest all moneys held pursuant to the Trust Agreement upon order of a representative of the District in Permitted Investments. Except as otherwise provided, any earnings on investment of moneys in the funds created pursuant to the Trust Agreement shall be held in the fund from which invested. Any surplus remaining in the Lease Payment Fund after the payment of all Certificates, or provision for their payment has been made, shall be repaid to the District.

Rights, Duties and Responsibilities of Trustee

Except during the continuance of an Event of Default, the Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Trust Agreement, the Lease Agreement and the Ground Lease; and in case an Event of Default has occurred and is continuing, the Trustee will exercise such of the rights and powers vested in it by the Trust Agreement and such other agreements and use the same degree of care and skill in their exercise, as a prudent corporate indenture trustee would exercise or use under the circumstances. Except for the obligation (A) to make payment of principal, interest, or premium, if any, evidenced by the Certificates to the Owners thereof pursuant to the Trust Agreement or (B) to notify the Owners of any Event of Default pursuant to the Trust Agreement, no provision of the Trust Agreement or the other Financing Documents will require the Trustee to expend or risk its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties thereunder, or in the exercise of any of its rights or powers, if it will have reasonable grounds for believing that repayment of such funds or adequate indemnity or other assurance against such risk or liability is not reasonably assured to it.

The Trustee may intervene on behalf of the Owners, and shall intervene if requested in writing to do so by an instrument or instruments in writing signed by the Owners of not less than a majority in Aggregate Value of the Certificates, in any judicial proceeding to which the Lessee is a party and that in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Owners of the Certificates. The rights and obligations of the Trustee for such purpose are subject to the approval of that intervention by a court of competent jurisdiction. The Trustee may require that a satisfactory indemnity bond be provided to it before it takes action under the Trust Agreement.

The Trustee will be under no obligation to exercise any of the rights or powers vested in it by the Trust Agreement at the request or direction of any of the Owners pursuant to the Trust Agreement, unless such Certificate Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction.

The Trustee will not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

The Trustee will not be bound to ascertain or inquire as to the validity or genuineness of any collateral given or held by it. The Trustee will not be responsible for the recording or filing of any document or of any supplemental instruments or documents of further assurance as may be required by law in order to perfect liens or security interests. The permissive right of the Trustee to do things instrumental in the Trust Agreement will not be construed as a duty, and the Trustee will not be answerable for other than its own negligence or willful misconduct.

It will not be the duty of the Trustee, except as provided in the Trust Agreement, to ascertain or inquire whether any duties and obligations in the Trust Agreement or in the other Financing Documents imposed upon the District are performed or whether the terms and conditions thereof are observed.

Removal and Resignation of the Trustee

The Trustee may resign at any time, or may be removed at any time by an instrument or instruments in writing signed by the District or the Owners of not less than a majority in Aggregate Value of the Certificates. Written notice of such resignation or removal will be given by the Trustee to the District and such resignation or removal will take effect only upon the appointment and qualification of a successor Trustee. In the event a successor Trustee has not been appointed and qualified within 60 days of the date notice of resignation is given, the Trustee or the District may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed.

In the event of the resignation or removal of the Trustee or in the event the Trustee is dissolved or otherwise becomes incapable to act as the Trustee, the District will be entitled to appoint a successor trustee, unless an Event of Default has occurred and is continuing.

Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor trustee will (i) be a trust company or bank in good standing in the State, (ii) be duly authorized to exercise trust powers in the State and subject to examination by a federal or state authority, and (iii) maintain a reported capital and surplus of not less than $75,000,000.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it will be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible as a successor Trustee pursuant to the Trust Agreement in the case of the Trustee, will be the successor to such Trustee, without the execution or filing of any paper or any further act, anything in the Trust Agreement to the contrary notwithstanding.

Event of Default; No Acceleration

The Trustee has the right to exercise such rights and remedies pursuant to the Lease Agreement as may be necessary or convenient (i) to enforce payment of the Lease Payments, Additional Rent, Prepayments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund, and (ii) otherwise take any action to protect the interests of the Trustee or the Owners in an Event of Default.

Upon the occurrence of an Event of Default or a termination because of a failure to budget by the District as described under the subheading "SECURITY FOR THE TAXABLE 2021 CERTIFICATES - Lease Agreement; Termination of Lease Agreement Upon Failure to Annually Appropriate Funds," the Trustee (i) will take action to exclude the District from the Leased Property, and (ii)(A) may, and (B) upon the request of the Owners of at least a majority in Aggregate Value of the Certificates, will exercise any and all remedies available at law or pursuant to the Lease Agreement including the option to re-rent, re-lease or sell all or any portion of the Leased Property pursuant to the Trust Agreement. Notwithstanding anything in the Lease Agreement or in the Trust Agreement to the contrary, there will be no right under any circumstances to accelerate the Lease Payments or Additional Rent or otherwise declare any Lease Payments or Additional Rent not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, all moneys received by the Trustee pursuant to any right given or action taken will be applied by the Trustee in the order following upon presentation of the Certificates, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the ordinary and extraordinary fees and the costs and expenses of the Trustee in declaring and pursuing remedies in connection with such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and the creation of a reasonable reserve for anticipated fees, costs and expenses and

Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates, for principal and interest with interest on the overdue principal, and, to the extent lawful, installments of interest at the rate of ten percent per annum (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest, and interest on overdue principal, as aforesaid), and in case such moneys shall insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may and with the prior written consent of the Owners of a majority in Aggregate Value of the Certificates, will, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained in the Trust Agreement, the foreclosure of any lien granted in the Trust Agreement, or in aid of the execution of any power in the Trust Agreement granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties under the Trust Agreement.

In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties under the Trust Agreement, whether upon its own discretion or upon the request of the Owners of a majority in Aggregate Value of the Certificates, it will have full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided*, *however*, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners of a majority in Aggregate Value of the Certificates.

The Owner of any Certificate may institute any suit, action, or other proceedings in equity or at law for the protection or enforcement of any right under the Lease Agreement or Trust Agreement if and only if (a) such Owner has given written notice to the Trustee of such Event of Default, (b) a majority of owners of Outstanding principal amount evidenced by the Owners have first notified the Trustee in writing of the Event of Default and made written request on the Trustee to exercise such powers, (c) the Trustee shall have been offered reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Trustee shall have refused or omitted to comply with such request for 60 days following receipt of such written request and such tender of indemnity.

Limited Liability

Except for the payment of Lease Payments and Prepayments when due in accordance with the Lease Agreement, the payment of Additional Rent and the performance of the other covenants and agreements of the District contained in the Lease Agreement, including the payment of fees and expenses and indemnities of the Trustee, the District will have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee.

Amendment

The Trust Agreement, the Lease Agreement and the Ground Lease may be amended by agreement among the parties thereto without the consent of the Owners but only (a) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power reserved in the Trust Agreement to the Trustee or the District, (b) to cure, correct or supplement any ambiguous or defective provision, or (c) in a manner, which does not, in the judgment of the Trustee, materially adversely affect the interests of the Owners. Any other amendment shall require the approval of the Owners of a majority in principal amount evidenced by the Certificates then

Outstanding; *provided* that no such amendment shall (a) extend the maturity or time of interest payment of, or reduce the interest rate, amount of principal, or premium payable with respect to, any Certificate without such Owner's consent, (b) reduce the percentage of Owners required to consent to any amendment or modification, or (c) modify any of the Trustee's rights or obligations without its consent.

Defeasance

If and when any Outstanding Certificates shall be paid and discharged in any one or more of the following ways:

(a) By well and truly paying or causing to be paid the principal and interest and prepayment premiums (if any) evidenced by such Certificates Outstanding, as and when the same become due and payable and all Additional Rent;

(b) By making an irrevocable deposit with the Trustee, in trust, at or before a scheduled payment date, of money that, together with the amounts then on deposit in the Lease Payment Fund is fully sufficient to pay such Certificates Outstanding, including all principal and interest and premium, if any, evidenced thereby and all Additional Rent;

(c) By making an irrevocable deposit with the Trustee, in trust, of Defeasance Obligations, together with money, if required, in such amount as will, in the opinion of an independent certified public accountant acceptable to the Trustee, together with the interest to accrue thereon, but without reinvestment thereof, and amounts then on deposit in the Lease Payment Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge such Certificates (including all principal and interest) at their respective specified principal payment dates and pay all unpaid Additional Rent; or

(d) By making an irrevocable deposit with the Trustee, pursuant to an escrow deposit and trust agreement, of security for the payment of Lease Payments and Additional Rent as more particularly described in the Lease Agreement, said security to be held by the Trustee as agent for the Lessee to be applied by the Trustee to pay the Lease Payments and Additional Rent as the same become due and payable, pursuant to the Lease Agreement; notwithstanding that any Certificate shall not have been surrendered for payment; all obligations of the Trustee and the District with respect to such Outstanding Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from funds deposited pursuant to paragraphs (b) through (d), to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) through (d), the Certificates will continue to represent direct and proportionate interests of the Owners thereof in Lease Payments pursuant to the Lease Agreement.

Any Certificate or portion thereof in authorized denominations may be paid as provided in the preceding paragraph; *provided*, *however*, that if any such Certificate or portion thereof is to be prepaid, notice of such prepayment shall have been given in accordance with the provisions of the Trust Agreement or the District will have submitted to the Trustee instructions expressed to be irrevocable as to the date upon which such Certificate or portion thereof is to be prepaid and as to the giving of notice of such prepayment; and *provided further*, that if any such Certificate or portion thereof is not scheduled to be paid or prepaid within 60 days of the deposit of the moneys or Defeasance Obligations, the Trustee shall give notice of such deposit by first class mail.

APPENDIX F

FORM OF APPROVING LEGAL OPINION

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Closing Date]

[TRUSTEE]
Phoenix, Arizona

Re: $29,575,000* Certificates of Participation, Taxable Series 2021 Evidencing Undivided Proportionate Interests of the Owners Thereof in Lease Payments to be Made by Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona, as Lessee of Certain Property Pursuant to a Lease-Purchase Agreement, Dated as of July 1, 2021*

We have examined the transcript of proceedings (the "Transcript") relating to the initial execution and delivery by [TRUSTEE], as trustee (the "Trustee"), of the captioned certificates of participation (the "Certificates"), pursuant to a Trust Agreement, dated as of July 1, 2021* (the "Trust Agreement"), by and between the Trustee and Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona (the "District"). Each of the Certificates represents a fractionalized interest in obligations of the District pursuant to a Lease-Purchase Agreement, dated as of July 1, 2021* (the "Lease"), by and between the Trustee, in its separate capacity as lessor, and the District pursuant to which the District has agreed to lease certain property from the Trustee, in its separate capacity as lessor (the "Leased Property"). The real property comprising the Leased Property has been leased by the District to the Trustee, in its separate capacity as lessee, pursuant to a Ground Lease, dated as of July 1, 2021* (the "Ground Lease"). In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinions rendered herein below.

In such examination, we have examined originals (or copies certified or otherwise identified to our satisfaction) of the foregoing and have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the original documents of all documents submitted to us as copies and the accuracy of the statements contained in such documents. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid documents contained in the Transcript. We have also relied upon the opinions of general counsel to the District delivered even date herewith as to the matters provided therein.

Based upon such examination of the Transcript, we are of the opinion that, under the law existing on the date of this opinion:

(1) The Certificates, the Trust Agreement, the Lease and the Ground Lease are legal, valid, binding and enforceable in accordance with their respective terms, except that the binding effect and enforceability thereof are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally and to the extent that the enforceability thereof may be limited by the application of general principles of equity and subject to the qualification that the enforcement of indemnification provisions against the District may be limited by federal or State securities laws.

(2) The term of the Lease is originally to June 30, 2022*, and thereafter, at the option of the District Board of the District for such additional fiscal periods (July 1 through June 30) as are necessary to complete the anticipated term thereof through and including June 30, 2045*.

* Preliminary, subject to change.

(3) We express no opinion regarding the excludability of the portion of each lease payment made by the District pursuant to the Lease and denominated as and comprising interest pursuant to the Lease and received by the owners of the Certificates from gross income for federal or State of Arizona income tax purposes.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX G

FORM OF CONTINUING DISCLOSURE UNDERTAKING

$29,575,000*
CERTIFICATES OF PARTICIPATION, TAXABLE SERIES 2021
Evidencing Undivided Proportionate Interests of the Owners Thereof in
Lease Payments to be Made by
SUPERSTITION FIRE & MEDICAL DISTRICT
OF PINAL & MARICOPA COUNTIES, ARIZONA,
as Lessee of Certain Property Pursuant
to a Lease-Purchase Agreement, dated as of July 1, 2021*
(CUSIP BASE NUMBER _____)

CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this *"Undertaking"*) is executed and delivered by Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona (the *"District"*), in connection with the execution and delivery of $29,575,000* aggregate principal amount of Certificates of Participation, Taxable Series 2021 (the "*Taxable 2021 Certificates*") Evidencing Undivided Proportionate Interests of the Owners Thereof in Lease Payments to be Made by Superstition Fire & Medical District of Pinal and Maricopa Counties, Arizona, as Lessee of Certain Property Pursuant to a Lease-Purchase Agreement, dated as of July 1, 2021*. The Obligations are being executed and delivered pursuant to a Trust Agreement, dated as of July 1, 2021* (the *"Trust Agreement"*), by and between the District and [TRUSTEE], as trustee (the *"Trustee"*). The District covenants and agrees as follows:

SECTION 1. Definitions. In addition to the definitions set forth hereinabove, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Taxable 2021 Certificates (including persons holding Taxable 2021 Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Taxable 2021 Certificates for federal income tax purposes.

"Dissemination Agent" shall mean the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system of the MSRB. As of the date of this Disclosure Undertaking, information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a

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* Preliminary, subject to change.

guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Lease Agreement" means the Lease-Purchase Agreement, dated as of July 1, 2021*, by and between the District and the Trustee, in its separate capacity as "Lessor."

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Undertaking.

"MSRB" shall mean Municipal Securities Rulemaking Board.

"Official Statement" shall mean the final Official Statement, dated _____, for the Taxable 2021 Certificates.

"Participating Underwriters" shall mean the original underwriters of the Taxable 2021 Certificates required to comply with the Rule in connection with the offering of the Taxable 2021 Certificates.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Arizona.

SECTION 2. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the District for the benefit of the Beneficial Owners and in order to assist the Participating Underwriters in complying with the Rule.

SECTION 3. Provision of Annual Reports.

(a) Subject to annual appropriation to cover the costs of preparation and mailing thereof, the District shall, or shall cause the Dissemination Agent to, not later than February 1 following the end of the District's fiscal year (presently June 30), commencing with the Annual Report for the 2020/21 Fiscal Year, provide through EMMA an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a).

(b) Not later than fifteen (15) business days prior to the date on which the Annual Report shall be provided through EMMA pursuant to subsection (a), the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If the District is unable to provide through EMMA an Annual Report by the date required in subsection (a), the District shall send a notice on the form provided through EMMA for such purpose not more than ten (10) business days after the date on which the Annual Report is due.

(c) The Dissemination Agent shall, if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided.

SECTION 4. Content of Annual Reports. The District's Annual Report shall contain or include by reference the following:

* Preliminary, subject to change.

(a) If available at the time of such filing, the audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted auditing standards. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report within 30 days of the date they become available.

(b) Additional financial information and operating data of the type included with respect to the District in APPENDIX B – "THE DISTRICT – FINANCIAL INFORMATION" the following tables of the Official Statement:

TABLE B-2 – Property Taxes Levied and Collected;
TABLE B-4 – Net Limited Assessed Property Value by Property Classification; and
TABLE B-5 – Net Limited Assessed Property Value of Major Taxpayers.

SECTION 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, but subject to annual appropriation to cover the costs of preparation and mailing thereof, the District shall give, or cause to be given in a timely manner, but not more than ten (10) business days thereafter, through EMMA notice of the occurrence of any of the following events with respect to the Taxable 2021 Certificates:

1. Principal and interest payment delinquencies,

2. Nonpayment related defaults, if material,

3. Unscheduled draws on debt service reserves reflecting financial difficulties,

4. Unscheduled draws on credit enhancements reflecting financial difficulties,

5. Substitution of the credit or liquidity providers or their failure to perform,

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security or other material events affecting the tax status of the security,

7. Modifications to rights of security holders, if material,

8. Bond calls, if material, or tender offers,

9. Defeasances,

10. Release, substitution or sale of property securing repayment of the securities, if material,

11. Rating changes,

12. Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an

order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person,

13. The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material,

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material,

15. Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material,

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties, and

17. Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 3 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Undertaking shall terminate (A) if the District shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement, or (B) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action. If termination pursuant to (A) occurs prior to the final maturity of the Taxable 2021 Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Undertaking.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the District may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Taxable 2021 Certificates, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized securities law counsel, have complied with the requirements of the Rule at the time of the original issuance of the Taxable 2021 Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized securities law counsel, materially impair the interests of the Beneficial Owners.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Undertaking, any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Lease Agreement or the Trust Agreement, and the sole remedy under this Disclosure Undertaking in the event of any failure of the District to comply with this Disclosure Undertaking shall be an action to compel performance.

SECTION 11. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and the Beneficial Owners from time to time of the Taxable 2021 Certificates, and shall create no rights in any other person or entity.

Dated: [Closing Date]

SUPERSTITION FIRE & MEDICAL DISTRICT OF
PINAL AND MARICOPA COUNTIES, ARIZONA

By.....
Chairperson, District Board

APPENDIX H

BOOK-ENTRY-ONLY SYSTEM

THE INFORMATION PROVIDED IN THIS APPENDIX HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE DISTRICT, SPECIAL COUNSEL OR THE UNDERWRITER AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

DTC will act as securities depository for the Taxable 2021 Certificates. The Taxable 2021 Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Taxable 2021 Certificates, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Taxable 2021 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Taxable 2021 Certificates on DTC's records. The ownership interest of each actual purchaser of each Taxable 2021 Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Taxable 2021 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Taxable 2021 Certificates, except in the event that use of the book-entry system for the Taxable 2021 Certificates is discontinued.

To facilitate subsequent transfers, all Taxable 2021 Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Taxable 2021 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Taxable 2021 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Taxable 2021 Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Taxable 2021 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Taxable 2021 Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Trust Agreement. For example, Beneficial Owners of Taxable 2021 Certificates may wish to ascertain that the nominee holding the Taxable 2021 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Taxable 2021 Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Taxable 2021 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption payments on the Taxable 2021 Certificates will be made by the Trustee to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption proceeds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Taxable 2021 Certificates at any time by giving reasonable notice to the Trustee or the District. Under such circumstances, in the event that a successor depository is not obtained, Taxable 2021 Certificate certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Taxable 2021 Certificate certificates will be printed and delivered to DTC.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE TAXABLE 2021 CERTIFICATES UNDER THE TRUST AGREEMENT; (3) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE TAXABLE 2021 CERTIFICATES; (4) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE TAXABLE 2021 CERTIFICATES; (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF TAXABLE 2021 CERTIFICATES; OR (6) ANY OTHER MATTERS.

So long as Cede & Co. is the registered owner of the Taxable 2021 Certificates, as nominee of DTC, references herein to "Owner" or registered owners of the Taxable 2021 Certificates (other than under the caption "TAX MATTERS") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Taxable 2021 Certificates.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the District or the Trustee to DTC only.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

Governing Board Meeting – June 16, 2021
Agenda Item: #8
BOD#: 2021-06-07

Agenda Item Title
Discussion and possible approval of establishing a new Pinal County Treasurer (PCT) fund for the purpose of segregating the Certificates of Participation Contingency Reserve funds.

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background/Discussion
When the District exercises the opportunity refinance its Public Safety Personnel Retirement System (PSPRS) unfunded liability related to the pension for its sworn employees, the sale of the Certificates of Participation will include the creation of a Contingency Reserve fund. This Contingency Reserve Fund is recommended to provide sufficient monies that can be applied towards future PSPRS payments or debt service in the event of unforeseen increases in pension benefits and/or PSPRS investment returns that fall below assumed annual returns.

To ensure the Contingency Reserve Funds are properly segregated and restricted for specified usage, Staff recommends the District establish a new PCT fund called the Certification of Participation Reserve Fund. In order to do so, PCT requires the attached form be completed and submitted, along with a recorded vote by the Board approving the establishment of the new PCT fund.

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
PCT New GL Account Set Up – Special Districts

Recommended Motion
"Motion to approve the establishment of a new Pinal County Treasurer fund for the purpose of segregating the Certificates of Participation Contingency Reserved funds."

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Michael P. McCord
Pinal County Treasurer

Post Office Box 729 31 N Pinal St Bldg E Florence, AZ 85132
Telephone (520) 509-3555 or (888) 431-1311 Fax (520) 866-6446
e-mail: bookkeeping@pinal.gov

New G/L Account Set Up – Special District
Be sure to attach a Board Resolution
Authorizing the new Account

District Name: Superstition Fire & Medical District

District Number: 11642 Date: June 16, 2021

Requested by: Roger Wood, Finance Director

Contact Number: 480-982-4440 ext. 120

Description: Fund for segregation of Certificate of Participation Reserve monies and interest on such monies

Will account require a Line of Credit? No
Charge Line of Credit Interest to: N/A
Will account earn its own interest? Yes per Investment Policy yet to be approved by Board
If not, which acct should earn the interest? N/A
Will account issue Warrants? No, EFT transfers only if needed, yet will not be for years.
If yes, please contact Bookkeeping regarding ordering new warrants with a new fund number.

When completed submit form to the Accounting Department or email to the above email address

Initiated by: _____

Approved by: _____

(Treasurer's use only)

Treasurer/Chief Deputy Treasurer Authorization _____

Treasurer's GL account # New Fund # (if applicable)

_____ _____

Created by: _____

(Attach a screen print and file)

Governing Board Meeting – June 16, 2021
Agenda Item: #9
BOD#: 2021-06-08

Agenda Item Title
Discussion, consideration and possible approval of the Emergency Federal Land Use Agreement related to the Telegraph fire or other wildland fires in our area.

Submitted By
Fire Chief John Whitney

Background/Discussion
The USDA/Forest Service began operating an Incident Command Center from the SFMD Training Center on Saturday, June 5th to support the Telegraph Fire in Superior AZ. The Forest Service has provided the SFMD with the attached Emergency Facilities & Land Use Agreement and agree to pay $1,000 per day for the use of our Training Facility. Staff is asking the Board of Directors to approve the attached agreement for this temporary arrangement. It is estimated that the Forest Service will relocate to the town of Superior and vacate our Training Center in the next few days

Financial Impact(s)/Budget Line Item
N/A

Enclosure(s)
USDA/Forest Service, Emergency Facilities & Land Use Agreement will be provided at the June 16, 2021 Board Meeting.

Recommended Motion
"Motion to approve the Federal Emergency Facilities & Land Use Agreement with the Forest Service for the temporary use of the SFMD Training Facility"

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Governing Board Meeting – June 16, 2021
Agenda Item: 10
BOD#: 2021-6-09

Agenda Item Title:
Possible vote to go into Executive Session (#1) for legal advice pursuant to § A.R.S. 38-431.03(A)(3) in regard to the possible 1099 consulting agreement with retired Fire Chief Mike Farber; and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) relating thereto;

AND Possible vote to go into Executive Session (#2) for legal advice pursuant to§ A.R.S. 38431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; and related Office of Administrative Hearing matter relating thereto.

Submitted By:
Legal Counsel William Whittington

Background/Discussion:
Note: Executive Sessions are confidential pursuant to ARS §38-431.03(C).
Note: Legal action involving a final vote or decision shall not be taken at an executive session.

Financial Impact:
N/A

Enclosure(s):
1099 Consulting Agreement will be provided at the June 16, 2021 Board Meeting

Recommended Motion:
"Motion to go into Executive Session at (State Time) for legal advice pursuant to ARS §38-431.03(A)(3) in regard to the possible 1099 consulting agreement with retired Fire Chief Mike Farber; and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) relating thereto;

AND Motion to go into Executive Session (#2) for legal advice pursuant to§ A.R.S. 38431.03(A)(3) and possible instructions to legal counsel pursuant to § A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; and related Office of Administrative Hearing matter relating thereto.

Governing Board Meeting – June 16, 2021
Agenda Item: #11
BOD#: 2021-06-10

Agenda Item Title
Public Session. Discussion and possible action re: possible 1099 consulting agreement with retired Fire Chief Mike Farber; AND

Submitted By
Fire Chief John Whitney
Anna Butel, Administrative Services Director

Background/Discussion
SFMD is scheduled with the Office of Administrative hearings in June. During this time, retired Fire Chief Mike Farber will be consulting with the District and its attorneys regarding a personnel matter. The consulting fees will cover retired Chief Farber's time and expense from June 16, 2021, through June 25, 2021, and may be extended if necessary.

Financial Impact(s)/Budget Line Item

Enclosure(s)
n/a

Recommended Motion
"Motion to approve the 1099 consulting agreement between SFMD and retired Fire Chief Mike Farber;

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Governing Board Meeting – June 16, 2021
Agenda Item: #12
BOD#: 2021-06-11

Agenda Item Title
Public Session. Discussion and possible action re: the White personnel matter; and related pending Office of Administrative Hearing matter; Possible instructions to legal counsel and staff relating to the same.

Submitted By
Fire Chief John Whitney
Anna Butel, Administrative Services Director

Financial Impact(s)/Budget Line Item

Enclosure(s)
n/a

Recommended Motion
TBD

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Governing Board Meeting – June 16, 2021
Agenda Item: #13
BOD#: 2021-06-12

Agenda Item Title
Discussion, consideration and possible action to create and establish a committee for the purpose of reviewing and updating the SFMD Governing Board of Directors Bylaws

Submitted By
Chairman Kathleen Chamberlain

Background/Discussion
The SFMD Board of Directors last updated the By-Laws in 2017. Due to changes in Board Members and others in Administration, it is a good time for a review and update. As part of the review and update, a committee could be formed to enhance recommendations to the Board.

Financial Impact(s)/Budget Line Item
n/a

Enclosure(s)
n/a

Recommended Motion
"Motion to establish a committee for the purpose of reviewing and updating the SFMD Governing Board of Directors Bylaws"

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Governing Board Meeting – June 16, 2021
Agenda Item: 14
BOD#: 2021-06-13

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

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Governing Board Meeting – June 16, 2021
Agenda Item: 15
BOD#: 2021-06-14

Agenda Item Title
New Business / Future Agenda Items

Financial Impact
N/A

Enclosure(s)
N/A

Recommended Motion:
"TBD"

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Governing Board Meeting – June 16, 2021
Agenda Item: 16
BOD#: 2021-06

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

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Governing Board Meeting – June 16, 2021
Agenda Item: 17
BOD#: 2021-06-15

Agenda Item Title
Adjournment

Recommended Motion:
"Motion to adjourn the Board meeting."

Appendix A

A. **Board Meeting Minutes from May 19, 2021**

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)
May 19, 2021 Board Meeting Minutes

Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

Fleet & Facilities Services
1455 East 18th Avenue
Apache Junction, AZ 85119
Fax (480) 983-7443

Governing Board Meeting Minutes

May 19, 2021

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, MAY 19, 2021. 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 5:30 PM.

A. Call to Order
Chairman Chamberlain called the meeting to order at 5:32 PM.

B. Pledge of Allegiance
The Pledge of Allegiance led by Chief Farber

C. Roll Call
Board Members in attendance were Chairman Kathleen Chamberlain, Clerk Jeff Cross, Director Jason Moeller and Director Shawn Kurian. Director Todd House was not present.
Senior Leadership Team in attendance were Fire Chief Mike Farber, Finance Director Roger Wood, Assistant Chief Jeff Cranmer and Administrative Services Director Anna Butel. Also in attendance was Lauren Daniel sitting in for Sherry Mueller, Human Resources Generalist and Board Secretary. Legal Counsel William Whittington attended via conference call.

1. Review and approval of the April 2021 financial reports and bank reconciliations. (BOD #2021-05-01)

Motion by Director Moeller to approve the April 2021 financial reports and bank reconciliations.
Seconded by Director Kurian
Vote 4 ayes, 0 nays, **MOTION PASSED.**

2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2021-05-02)

May Anniversaries

19 Years of Service

Firefighter **Paul Garcia**

Engineer **Robert VandeKrol**

Firefighter / Paramedic **Stephan Wagner**

Five Years of Service

Firefighter **Kevin Montgomery**

Recognition of Fire Chief Mike Farber for his many years of loyal and dedicated service and commitment to the District.

3. Call to the Public. (BOD #2021-05)

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

4. Consideration and possible approval of all consent agenda items listed below (BOD #2021-05-03):

A. A. Board Meeting Minutes from April 21, 2021
B. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2021 / 2022 from the Pinal County Treasurer's Office
C. United Healthcare renewal confirmation for FY21/22
D. Aetna - Employee Assistance Program (EAP) Renewal

Motion by Director Moeller to approve all consent agenda items for May 19, 2021.

Seconded by Clerk Cross
Vote 4 ayes, 0 nays, **MOTION PASSED**

5. Presentation, discussion and possible direction of Fiscal Year 2021/2022 Budget development. (BOD #2021-05-04)

100 Fund Revenue

- NAV Increase = 6.57%
- Tax Rate = $3.25 per $100 NAV
- Total Tax Revenue = $15,823,173
- FY21/22 Increase = $944,178

100 Fund Expense

Major or New Expense Increases:

- Sworn step increases, hire 4-5 firefighters to replace departures: +$132,641
- Shift Overtime: +$65,000
- PSPRS: +$190,123
- Benefit Dollars: +$140,003
- SAFER reimbursement (35%) ends 2/28/2022: -$272,203
- Financial Reserve replenishment: +$234,357
- Dispatch fees: +$67,587
- HR Training Overtime: +$10,624
- Employee PTSD Counseling: +$3,036
- Pension Board Legal Expense: +$14,600

150 Fund Revenue

Budgeted Transports:

-1.0% from FY20/21 Actual / Budget (-48, -12, -60)

-2.1% from FY20/21 Budget (-49, -65, -114)

No automatic increase applied for

Actual increase was -0.3%

Net transport revenue change: +$40,009*

*Increase is due to lag in cash from prior FY transports

150 Fund Expense

Major or New Expense Increases:

- Normal step increases: +$111,910
- Benefit Dollars: +$31,246
- Dispatch fees: +$30,711
- HR Training Overtime: +$1,174

FY21/22 Budget – Authorized Headcount

Job Group / Range - Fiscal Year 2021 - 2022		
	Position	Number Authorized
	Administrative Staff Positions	
	Fire Chief	1
	Assistant Chief	2
	Deputy Chief	1
	Finance Director	1
	Administrative Services Director	1
	Transportation Services Manager	1
	Fleet Manager	1
	Emergency Medical Services Coordinator	0
	Fire Inspector / Community Risk Reduction Specialist	1
	Information Systems Coordinator	1
	Fire Mechanic II	2
	Fleet and Facilities Support Specialist	1
	Human Resources Generalist - Benefits & Employment	1
	Account Clerk Specialist	2
	Administrative Specialist - Training & EMS	1
	Suppression Positions	
	Battalion Chief - Operations	3
	Battalion Chief / Division Chief - Training	1
	Captain	21
	Captain - Training Officer	1
	Engineer	18
	Firefighter (includes 5 new hires)	49
	Transport Division Positions	
	Full Time Civilian Paramedic - 56 hour shift	12
	Full Time Civilian EMT - 56 hour shift	12
	Total Number of Positions Authorized:	134

200 Fund Revenue

NAV Increase = 6.57%

Tax Rate = $0.25 per $100 NAV

Total Tax Revenue = $1,178,322

FY21/22 Increase = $72,630

Final Year of 5-Year Special Capital Assessment

200 Fund Expense

Total Planned Purchases: $557,535

- Building & Systems: $36,538
  - New Flooring at S261 (carried over)
  - Three (3) AC unit replacements
- Vehicles / Apparatus: $263,373
  - Clean Cab Standards ($35,000 carried over)
  - 2016 Pumper Lease payment
  - 2014 Tanker Lease payment
  - Staff Truck contingency
- Apparatus Equipment: $5,300
  - New BC Truck Topper
- Communications Microwave Upgrade: $77,680
  - TOPAZ Capital Assessment
- Communications System Software: $21,645
  - G2 System Upgrades
- Portable Radios: $54,000
  - Five (5) Dual Band Portable replacement radios
- TRT Equipment: $30,000
  - Paratech 12 Shore Trench Kit
- EMS Capital Equipment: $57,000
  - Three (3) Heart Monitors
  - Five (5) Laryngoscopes
  - LifePak AED Replacements
- Computer Equipment: $2,000
  - ePCR Tablets
- Fitness Equipment Contingency: $10,000

500/600 Funds

NAV Increase = 6.57%

Tax Rate = $0.13 per $100 NAV (down $0.02 cents)

500 Fund

Tax Revenue = $520,308

Debt Principal Payment = $586,000

600 Fund

Tax Revenue = $91,819

Debt Interest Payments = $107,229

NAV Increase = 6.57%

Tax Rate = $0.13 per $100 NAV (down $0.02 cents)

500 Fund

Tax Revenue = $520,308

Debt Principal Payment = $586,000

600 Fund

Tax Revenue = $91,819

Debt Interest Payments = $107,229

FY21/22 Budget Next Steps

June 16, 2021

- Tentative Budget to be presented to Board and Public

June 17, 2021

- Minimum 20-day public comment period starts

July 21, 2021

- Final Budget to be presented to Board for approval

6. Discussion and possible adoption of Resolution 2021-05-19-15 authorizing the establishment of a line of credit ("LOC") with Wells Fargo for Fiscal Year 2021 / 2022. (BOD #2021-05-05)

A.R.S. §11-604.01 states that a fire district may establish a LOC with the county's contract servicing bank with the assistance of the county treasurer. The establishment of a LOC is the predominant method of short term financing used by fire districts to finance operations during the absence of secondary property tax receipts. Many fire districts begin the fiscal year with minimal cash fund balances and draw upon the LOC until secondary property taxes are received in November and again in spring during the April / May timeframe. The LOC is statutorily limited to a maximum of 45% of the secondary property tax levy of the preceding fiscal year. Establishing a LOC requires a resolution of the fire district elected body and approval of the county servicing bank. Under A.R.S §11-604.01 parameters, the District could establish a maximum LOC of approximately $4.75 million.

The LOC is serviced by Wells Fargo bank who requires Board approval of the establishment and requested limit of the LOC for each fiscal year. The recommendation is to maintain an LOC of $2.0 million to ensure cash-on-hand to cover payroll and essential non-payroll expenses in the time before the District receives it first half of tax revenue on or about November 1, 2021. There is no cost to establishing an LOC if it is not used.
Due to the new contract between Wells Fargo and the Pinal County Treasurer's Office, the interest rate for the LOC is now 3.25%, and is subject to change as the Prime Rate changes. This underscores the need for the District to use the LOC as minimally as possible to keep the overall interest cost as low as possible.

Motion by Clerk Cross to adopt Resolution 2021-05-19-15 authorizing the establishment of a line of credit ("LOC") with Wells Fargo for Fiscal Year 2021 / 2022.

Seconded by Director Kurian
Vote 4 ayes, 0 nays, **MOTION PASSED**

7. Discussion and possible decision regarding the PSPRS unfunded liability refinancing opportunity. (BOD #2021-05-06)

Presentation by Finance Director Roger Wood – PSPRS Refinancing Opportunity

C + I = B + E

- Contributions (employer and employee)
  - System wide employer 38%, employee 17% of total PSPRS assets
- Investments (at assumed 7.3% rate of return)
  - System wide 45% of total PSPRS assets
- Benefits
- Expenses

- PSPRS Unfunded Liability
- Assets minus Liabilities = Unfunded Liability
- Assets: Market Value of assets in today's dollars
- Liabilities:
    - All pension benefits earned as of today
    - Plus all future pension payments to be paid
    - Benefits discounted to present value at 7.3% assumed actuarial rate (same as rate of return on assets)
- Goal is to reach 100% funded level.
- Important to recognize additional benefits will continue to accrue.
- Also investment performance less than 7.3% assumed rate of return will increase liabilities.
- Refinancing opportunity will include 3 years of debt payments as reserve to compensate for these potential liability increases. Reserve funds to be retained in separate restricted fund.

Next Steps:

Week of May 24:
- Preliminary Official Statement (POS) to be prepared, and S&P rating application to be submitted to Stifel.

By June 3:
- Draft resolution and lease financing documents including POS to be submitted to Stifel Finance Team for review.
- Board packets to be compiled by SFMD Finance in preparation for June 16 Board meeting.

Week of June 14:
- Stifel Financing Team to conduct due diligence teleconference with Greenburg Traurig, Squire Patten Boggs (underwriter counsel) and SFMD representative(s).
- SFMD and Stifel to conduct teleconference with S&P analysts.

June 16:
- SFMD Board to consider resolution authorizing issuance of COPs with parameters, delegating authority to approve the Preliminary Official Statement and S&P rating application submitted to Stifel.
- SFMD Board to adopt FY21/22 budget including COPs issuance and PSPRS payment.

Week of June 21:
- S&P credit rating to be received. Preliminary Official Statement (POS) to be finalized and POS Certificate to be signed by SFMD Finance. POS to be distributed to potential investors.

Week of June 28:
- Premarketing of COPs including potential for investor presentation as needed.

Week of July 5:
- First likely week for COPs sales to be completed over several hours on morning of target sale date. Stifel Finance will monitor pricing on-line.
- Purchase agreement to be executed between Stifel and SFMD.

Week(s) After Sale.
- COPs will close, proceeds will be wired to PSPRS and SFMD (for contingency reserve).

Week of July 5:
- First likely week for COPs sales to be completed over several hours on morning of target sale date. Stifel Finance will monitor pricing on-line.
- Purchase agreement to be executed between Stifel and SFMD.

Week(s) After Sale.
- COPs will close, proceeds will be wired to PSPRS and SFMD (for contingency reserve).

Motion by Director Moeller to approve a Standard & Poor's credit rating for the District in support of the PSPRS Refinancing Initiative.

Seconded by Clerk Cross
Vote 4 ayes, 0 nays, **MOTION PASSED**

8. Discussion and possible approval of the Nationwide Fixed Indexed Annuity Contract Amendment to the Deferred Compensation Administration Plan between Superstition Fire & Medical District and Nationwide Retirement Solutions. (BOD #2021-05-07)

In April 2014, the Board approved the transition to Nationwide Retirement Solutions ("Nationwide") to become the District's Deferred Compensation 457 Fund provider.

As the result of the passage of the SECURE (Setting Every Community Up for Retirement) Act on December 20, 2019, retirement plans like the District's Nationwide 457(b) plan must implement investment plans that make it easier for investors to understand, and are less expensive to administer. As a result, Nationwide is now providing the "Nationwide Indexed Principal Protection (IPP)" savings option.

Staff is asking the Board to sign the Nationwide Fixed Indexed Annuity Contract Amendment to allow those District employees who want to use this investment opportunity within their individual 457(b) Deferred Compensation accounts.

Motion by Clerk Cross to approve the addition of the Nationwide Indexed Principal Protection savings option to the investment options available to District employees within the District provided Deferred Compensation 457(b) Plan."

Seconded by Director Moeller
Vote 4 ayes, 0 nays, **MOTION PASSED**

9. Discussion and possible approval of Disposition of Property (Fire Chief Computers & iPhone). (BOD #2021-05-08)

This item was pulled from the agenda for a future executive session.
No Motion

10. Discussion and regarding the SWAT Agreement with AJPD. (BOD #2021-05-09)

Staff has been working with the Apache Junction City Manager and Assistant Manager on revising our Intergovernmental Agreement (IGA) between the District and The City of A.J. The SWAT Team was in existence for 32 years, until 2015 based on the relationship of the previous administration and the Apache Junction Police Department. Currently, we have six Fire District SWAT Medics who have successfully completed the testing process and have been training with AJPD for the past 7 months on a voluntary basis during off-duty time.

The City of A.J. has been covering equipment and training costs for our personnel. Currently, the City Staff has worked with their insurance carrier to cover our personnel when on SWAT assignments.

Director Kurian discussed the advantage of the advanced training our SWAT Medics are receiving. He also mentioned that this program is advantageous to the city and they should be willing to pay the overtime.

Clerk Cross brought up concerns he has relating to money. Who will pay for workers compensation, overtime, equipment and vests, the storage of equipment, staffing issues, crew safety and back-filling when our people are are working as SWAT Medics.

11. Discussion and presentation of the following Policies brought for review at the April 21, 2021 Board Meeting for final approval at the May 19, 2021 Board Meeting. (BOD #2021-05-10)

1044 – Member Speech, Expression, and Social Networking
1051 – Work Schedules
1052 – Special Leaves
1053 – Earned Leave

Motion by Director Moeller to approve policies: Member Speech, Expression and Social Networking, Work Schedules, Special Leaves and Earned Leave."

Seconded by Clerk Cross
Vote 4 ayes, 0 nays, **MOTION PASSED**

12. Discussion and possible approval of the new Guardian IDS Agreement replacing AccuSearch for online background checks as it relates to the pre-employment process. (BOD #2021-05-11)

SFMD has been using AccuSearch for many years in the pre-employment process for the seven-year, online background checks. Guardian IDS took over AccuSearch and have a new contract for approval. The cost stays the same as it was previously with AccuSearch ($59 per background check)

Motion by Director Moeller to approve

Seconded by Director Kurian
Vote 4 ayes, 0 nays, **MOTION PASSED**

13. Discussion and possible approval of Resolution #2021-05-19-16 for the annexation of undeveloped Arizona State Land Trust property (BOD #2021-05-12)

The undeveloped area is from the CAP Canal on the West and go through undeveloped State Land to Highway 79. From the North, the annexation boundaries will go from Highway 60 (which is already a part of the District) and go South to the Germaine alignment.

There is no cost in the acquisition of this land. There is enormous potential for tax revenue when this land is developed in the future.

Once the Board approves the annexation request, the property will become part of the District after 30 days. At that point, the annexation will be recorded by the county.

Resolution / annexation not ready at this time for approval. This matter will be added to a future meeting agenda.

No Motion

14. Reports (BOD #2021-05-13)

Senior Leadership Team (SLT):

Fire Chief Mike Farber

- Federal Earmark Grants
  - Cardiopulmonary Resuscitation Assist Device (Lucas Device) $125,000
  - Three Life Pak 15 Cardiac Monitors $150,000
- New Fire Truck E261
- Captain's Conference – Modern Fire Behavior on Structure Firefighting including Ventilation on Residential and Commercial Fires.
- Process for acquiring a building for Live Fire Training
- Chief Fire Officer designation from the Center for Public Safety Excellence
- Thank you to the Fire Board for allowing me to implement my vision!

Assistant Chief Jeff Cranmer

- Fire Incidents
- Crew training
- TRT training
- EMS training

Assistant Chief Jeff Cranmer

Planning & Logistics

- New E261 has been placed into service.
- Reserve apparatus review

Fire Prevention – Community

- Tina Gerola has completed her second Arson Investigation Class and now has an Arson Investigator I Certification
- Business Inspections update
- SFMD is participating in Superstition Harley Davidson's Safety Event this Saturday.

Growth & Development

- The Residence at Apace trail.
- Apartment complex planned south of Broadway road and west of Tomahawk.
- Old West Highway Retail
- Ranch 160 development

Administrative Services Director Anna Butel

- Windows 7 Panasonic Toughbooks reached end of life and were replaced with iPads.
- Migrated the Website to a new server on GoDaddy
- Transportation Services Hiring:
  >Open until Sunday, May 23rd at 11:59pm
- New Hire Michael Gallagher, EMT on 5/10/2021

15. New Business / Future Agenda Items. (BOD #2021-05-14)

Chairman Chamberlain would like to schedule an Executive Session for the week of 5/24/3032. Chairman Chamberlain directed the Board that Friday, May 28th, 2021 at 9:00 a.m. is the date/time for the next Executive Session.

16. Announcements (BOD #2021-05-15)

Chairman Chamberlain thanked Assistant Chief Ochs for coordinating the retirement party for Chief Farber, thank-you to Lori Hlavin for coordinating the food, to Dan McKinney for creating the video and to Assistant Chief Mooney for coordinating the retirement items that were presented to Chief Farber.

17. Adjourn (BOD #2021-05-16)

Motion by Director Moeller to adjourn the meeting at 7:52 **p.m**.

Seconded by Director Kurian
Vote 4 ayes, 0 nays. **MOTION PASSED.**

Governing Board Approval:

_____
Board Clerk Jeff Cross
Sherry Mueller

Appendix B

B. Special Board Meeting Minutes from May 28, 2021

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)
May 28, 2021 Board Meeting Minutes

Superstition Fire & Medical District

Phone (480) 982-4440 ~ sfmd.az.gov

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

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

Fleet & Facilities Services
1455 East 18th Avenue
Apache Junction, AZ 85119
Fax (480) 983-7443

Governing Board Meeting Minutes

May 28, 2021

0PURSUANT 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 FRIDAY, MAY 28, 2021. 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 9:01 AM.

A. Call to Order

Chairman Chamberlain called the meeting to order at 9:01 AM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Captain John Walka

C. Roll Call

Board Members in attendance were Chairman Kathleen Chamberlain, Clerk Jeff Cross, and Director Shawn Kurian and Director Todd House. Director Jason Moeller attended via conference phone.

Senior Leadership Team in attendance were Fire Chief Mike Farber and incoming Fire Chief John Whitney. Also in attendance was Sherry Mueller, Human Resources Generalist and Board Secretary and Legal Counsel William Whittington.

1. Call to the Public. (BOD #2021-05)

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

2. Possible vote to go into Executive Session for legal advice pursuant to §A.R.S.38-431.03(A)(3) and possible instructions to legal counsel pursuant to §A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; and related Office of Administrative Hearing matter relating thereto. (BOD #2021-05-01)

Motion by Director House to go into Executive Session at 9:03 a.m. for legal advice pursuant to §A.R.S.38-431.03(A)(3) and possible instructions to legal counsel pursuant to §A.R.S. 38-431.03(A)(4) re: the pending White personnel matter; and related Office of Administrative Hearing matter relating thereto.

Seconded by Director House
Vote 5 ayes, 0 nays, **MOTION PASSED**

Back in public session at 10:47 a.m.

3. **Possible vote to go into Executive Session for legal advice pursuant to §A.R.S.38-431.03(A)(3) in regard to the possible disposition of computer and phone equipment; records preservation issues.** (BOD #2021-05-02)

   Motion by Director Kurian to go into Executive Session at 10:50 a.m. for legal advice pursuant to §A.R.S.38-431.03(A)(3) in regard to the possible disposition of computer and phone equipment; records preservation issues.

   Seconded by Director House
   Vote 5 ayes, 0 nays, **MOTION PASSED**

4. Back in Public Session at 11:22 a.m. Possible action re: the pending White personnel matter and related Office of Administrative Hearing matter. Possible instructions to legal counsel relating to the same; Discussion and possible action re: disposition of computer and phone equipment; Fire Chief's request relating to the same; records preservation issues. (BOD #2021-05-03)

   Regarding Agenda Item 2:
   Motion by Director Kurian to authorize legal counsel to proceed as instructed in the Executive Session on the White matter.
   Seconded by Director House
   Vote 5 ayes, 0 nays, **MOTION PASSED**

   Regarding Agenda Item 3:
   Discussion regarding the phone, phone number and computer used by Chief Farber.

   Chairman Chamberlain asked Chief Farber what he wants relating to his phone and computer. Chief Farber stated that he wants to keep his phone number only, not the phone nor the computer. Chief Farber has had the phone number for 18 years. He wants his personal data from his phone and computer as well as his SFMD email address.

   Director Kurian expressed his concern about Chief Farber receiving District calls on his old number, which should be going to Chief Whitney in the future. Chief Farber should not have co-mingled his personal and business phone information together through the last 18 years.

   Clerk Cross expressed his concern about legal matters going forward and the data that may be needed in the future located on Chief Farber's phone/number. Clerk Cross wants a mass text sent and a voice message placed on Chief Farber's old phone number stating the new Fire Chief Whitney's number for a period of about 6 months. If the phone company can guarantee the data can and will be secured and protected, Chief Farber can keep the phone number. But if it cannot be guaranteed, he needs to get his own, new phone number.

   Chairman Chamberlain expressed her main concern about whether SFMD would still be able to access the data if we don't still own the phone number. This would need to be guaranteed by the phone company. If it can't be guaranteed, Chief Farber will have to obtain a new phone number. Chairman Chamberlain suggested that Chief Farber get a new, separate phone number.

   Chief Whitney stated he has reservations of Chief Farber keeping the same number relating to future District business and missed opportunities for Chief Whitney to get in front of issues and future matters. He does understand Chief Farber wanting to keep the number after that many years.

   Chief Farber understands and agrees to the issues mentioned. He will do what is best for the District.

Motion by Director Kurian to direct that the data from the phone and computer used by Chief Mike Farber be preserved, controlled and protected by the District in a safe place and maintain the chain of custody according to State record retention rules.
Seconded by Clerk Cross
Vote 5 ayes, 0 nays, **MOTION PASSED**

5. Discussion and possible action re: workers compensation coverage issues; Administrative and management personnel participating in emergency calls; policy issues relating to the same. (BOD #2021-05-04)

Chairman Chamberlain asked Chief Farber if he still intended to fight fires before he retires as he had mentioned previously. Chief Farber stated he does not intend to fight any fires in his last days before retirement. Chief Farber turned in his mask and equipment**.**

Chairman Chamberlain discussed the workers compensation codes for administrative people as opposed to the codes used for suppression employees. Administrative employees are not covered by workers compensation for fire-fighting, therefore, they should not be fighting any fires.

No Motion

6. Discussion and possible action re: update on fire chief transition. (BOD #2021-05-05)

Clerk Cross stated we are on track with turning in all items such as turnouts, mask, District credit card, and ID badge phone and computer.

Chief Farber stated he would be in the office until about 4:00 p.m. on Monday, May 31st, 2021 if crews or anyone would like to stop by Admin to say farewell.

Chief Whitney thanked Chief Farber for his professionalism in welcoming him to the District.

No Motion

7. Discussion and possible approval of Resolution #2021-05-28-16 for the annexation of undeveloped Arizona State Land Trust property. (BOD #2021-05-06)

Chief Farber stated that he spoke to Karen Dada from State Land Trust and she said they would approve the annexation in the future when there is more development started, but will not approve the annexation at this time.
No Motion

Adjourn (BOD #2021-05-07)

Motion by Clerk Cross to adjourn the meeting at 12:11 p.m.
Seconded by Director Kurian
Vote 5 ayes, 0 nays. **MOTION PASSED.**

Governing Board Approval:

_____
Board Clerk Jeff Cross
Sherry Mueller

Appendix C

C. Executive Session Special Board Meeting Minutes from May 28, 2021 (session 1)

Submitted By
Board Secretary Sherry Mueller

Background / Discussion
Executive Session Minutes are not for official public record.

Financial Impact/Budget Line Item
N/A

Enclosure(s)
N/A

Appendix D

D. Executive Session Special Board Meeting Minutes from May 28, 2021 (session 2)

Submitted By
Board Secretary Sherry Mueller

Background / Discussion
Executive Session Minutes are not for official public record.

Financial Impact/Budget Line Item
N/A

Enclosure(s)
N/A

Appendix E

E. Executive Session Special Board Meeting Minutes from April 21, 2021

Submitted By
Board Secretary Sherry Mueller

Background / Discussion
Executive Session Minutes are not for official public record.

Financial Impact/Budget Line Item
N/A

Enclosure(s)
N/A

Appendix F

F. Discussion and possible approval transferring funds for the June 30, 2021 Debt Service Payments.

Submitted By
Fire Chief John Whitney
Finance Director Roger Wood

Background / Discussion
Principal Payment
The District has a Debt Service Principal payment of $571,000.00 due on June 30, 2021 to JPMorgan Chase:

Fund Account:	Debt Refunding Principal Series 2018 – account #6-11642-1409
Budget line item:	500-60-70500-10: Debt Service Expenditure – Principal

The current Principal Fund cash balance as of May 31, 2021 is $808,978.46.

Interest Payment
The District has a Debt Service Interest payment of $61,694.00 due on June 30, 2021 to JPMorgan Chase:

Fund Account:	Debt Refunding Interest Series 2018 – account #6-11642-1410
Budget line item:	600-60-70550-10: Debt Service Expenditure – Interest

The current Interest Fund cash balance as of May 31, 2020 is $100,549.28.

Financial Impact/Budget Line Item
$571,000.00 / Line item 500-60-70500-10
$ 61,694.00 / Line item 600-60-70550-10

Enclosure(s)
JPMorgan Chase Commerical Loan Invoice #3094 – Principal and Interest Payments Due

CHASE

UNDELIVERABLE MAIL ONLY - BB
P.O. BOX 6026, MAILCODE IL1-0054
CHICAGO IL 60680-6026

Customer Number: 452038311001

Bill Date: 06/02/21
Due Date: 07/01/21

Billing Period -
01/01/21 through 06/30/21

Please note that the current interest has been projected from 06/02/21 through 06/30/21

0003028 VLC 001 001 15221 - YNN
SUPERSTITION FIRE AND MEDICAL DISTRICT
565 N IDAHO RD
APACHE JUNCTION AZ 85119-4014

Commercial Loan Invoice — Invoice Number 0000003029

Summary

Principal Due This Period	$571,000.00
Past Due Principal	$0.00
Interest Due This Period	$61,694.00
Past Due Interest	$0.00
Fees Due This Period	$0.00
Past Due Fees	$0.00
Late Charge This Period	$0.00
Past Due Late Charges	$0.00
Total Payment Due	**$632,694.00**

If you have questions concerning this invoice, or if your address has changed, please contact your relationship manager or Business Service Line at 1-800-242-7338.

If you would like future payments automatically deducted from your account, please contact your relationship manager.

Commercial Loan Invoice

(Please detach and return invoice below with payment)

Principal Due This Period	$571,000.00
Past Due Principal	$0.00
Interest Due This Period	$61,694.00
Past Due Interest	$0.00
Fees Due This Period	$0.00
Past Due Fees	$0.00
Late Charge This Period	$0.00
Past Due Late Charges	$0.00
Total Payment Due	$632,694.00

Customer Name	SUPERSTITION FIRE AND MEDICAL DISTRICT
Due Date	07/01/21
Account #	452038311001
Customer/Account #	452038311001
Invoice #	0000003029

☐ Check box if your address has changed and indicate new address on reverse

Amount Enclosed $

500009000000000400000000452038311001000000000000000002

CHASE
P.O. BOX 78039
PHOENIX AZ 85062-8039

0000003029 50000902 452038311001

Crediting of Payments:
Your payment is due on the date noted on the reverse side of this statement. Payments will be credited on the day we receive them if the payment is received by 10:00 a.m. in the time zone in which the mailing address on you payment coupon is located, and if (i) the payment is received on Monday through Friday except for legal holidays observed in the processing center; (ii) the payment is received at the address shown on your payment coupon; (iii) your payment is made with a check or money order drawn on a US bank in US dollars; (iv) the attached payment coupon is enclosed with your payment; and (v) your payment is sent in the enclosed return envelope. Credit for payments made in any other manner may be delayed up to five (5) days during which time interest will continue to accrue.

Please allow five to seven (5-7) days for payments to reach the payment address. Please do not send cash through the mail. Please include your account number and name on the front of your check or money order. Do not staple, tape, or paper clip your payment to your payment coupon.

If you dispute the amount you owe us and you send payment for less than the amount we believe you owe us, we do not lose any of our rights and the payment will not satisfy what you owe us or operate as an accord and satisfaction unless you send that amount to CHASE, P.O. BOX 6026, CHICAGO, IL 60680 and it is approved by the appropriate officer.

Installment payments on certain SBA loans are applied in the following order: (1) interest accrued through the date of receipt, (2) principal due, (3) fees, and (4) additional principal. If your loan is one of these SBA loans, the amount of each payment applied to interest, principal, and fees will differ depending on the date we receive the payment.

* When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply.

PLEASE PRINT YOUR NEW INFORMATION: **Account Number:** VLC

Name: _____ * Home Telephone: ( ) _____

Street Address: _____ * Business Telephone: ( ) _____

City: _____ State: _____ Zip: _____ Email Address: _____

Customer's Signature: _____

CHASE

0003028 VLC 001 001 15221 - YNN

Customer Number: 452038311001

Bill Date: 06/02/21

Due Date: 07/01/21

Billing Period -
01/01/21 through 06/30/21

SUPERSTITION FIRE AND MEDICAL DISTRICT

1325267001001030280 2

Account # 452038311001 *Commercial Loan*

Transaction Type	Effective	Through	Amount	Rate	Accrual/Due	Balance
Ending Balance Prior Invoice	12/03/20					$4,360,000.00
Beginning Interest Rate	12/03/20			2.83%		$4,360,000.00
Payment - Thank You	01/01/21	06/30/21	$61,650.29			
Interest	01/01/21		-$61,650.29			
Principal Due This Period		06/30/21			$571,000.00	
Interest Due This Period		06/30/21			$61,694.00	
Total Due This Period		07/01/21			$632,694.00	
Total Due This Account		07/01/21			$632,694.00	

Superstition Fire & Medical District
565 North Idaho Road, Apache Junction, AZ 85119
Phone (480) 982-4440, Fax (480) 982-0183
www.sfmd.az.gov

June 16, 2021

Pinal County Treasurer's Office
Ms. Debbie Garcia/Bookkeeping
P. O. Box 729
Florence, AZ 85232

Dear Ms. Garcia,

Please accept this letter as Board Authorization to wire transfer funds:

A. **$571,000.00** from our Superstition Fire & Medical District Debt Refunding Prin Series 2018 Fund Account #6-11642-1409 for the debt service principal payment due 06/30/2021 payable to JP Morgan Chase Bank.

B. **$61,694.00** from our Superstition Fire & Medical District Debt Refunding Int Series 2018 Fund Account #6-11642-1410 for the debt service principal payment due 06/30/2021 payable to JP Morgan Chase Bank.

Superstition Fire & Medical District

By:

_____
Kathleen Chamberlain - Board Chairperson

By:

_____
Jeff Cross - Board Clerk

Appendix G

G. Discussion and possible approval of the Fire Investigator contract.

Submitted By
Assistant Chief Rick Ochs

Background/Discussion
In August of 2020 the SFMD Board of Directors approved a contract for services with John Lindstrom to serve as the district's on-call Fire Investigator. This contract will expire on June 30, 2021. To date, Mr. Lindstrom has investigated ten fires for the SFMD and has taught basic Fire Investigation to our Suppression Officers. He has displayed much competency in his knowledge, skills and documentation abilities. Language in our current contract with Mr. Lindstrom allows for a renewal of one additional year if mutually agreed by both parties. Mr. Lindstrom wishes to continue his contracted services with the SFMD. Staff desires to renew Mr. Lindstrom's contract for the period of July 1, 2021 through June 30, 2022.

Additional information:
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. He is be paid a rate of $55 per hour when requested to investigate a fire.

Financial Impact(s)/Budget Line Item
$2,000 (100-50-61340-50)

Enclosure(s)
Contract between SFMD and John Lindstrom

Recommended Motion
"Motion to approve the contractual agreement for As-Needed Fire Investigation Services"

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 July 1, 2021

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

This Agreement is entered into effective as of July 1, 2021 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 1st day July, 2021 and shall continue in full force and effect until the 30th day of June, 2022, 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 nonbreaking 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 **i**nvoice 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 bindingagreement.

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 _____, 2021.

Superstition Fire and Medical District

Board Chair:_____

Printed:_____

Board Clerk:_____

Printed:_____

John A. Lindstrom

By: _____

Printed:_____