

VERSION 1.0
May 20, 2026



BOARD OF DIRECTORS MEETING

May 20, 2026

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

KATHLEEN CHAMBERLAIN, BOARD CHAIRMAN

CONNIE VAN DRIEL, BOARD CLERK

JEFF CROSS, 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

BOARD OF DIRECTORS MEETING AGENDA FOR MAY 20, 2026

Dial in Phone Number: 1-689-206-0397

Phone Conference ID: 575 587 553#

The Board will convene on Wednesday, May 20, 2026, at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting room will open to the public at 5:00 p.m., with the meeting commencing at 5:30 p.m. local time.

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

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

1. Review and approval of the April 2026 financial reports and bank reconciliations.

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

3. Call to the Public.

A.R.S. §38-431.01(I) 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:

- A. Board Meeting Minutes from April 15, 2026
- B. Amended Tower Contract
- C. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2026 / 2027 from the Pinal County Treasurer's Office

5. Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2026/2027 Revenue and Expenditure Budget and adoption of Resolution 2026-05-20-08.

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

6. Update, review and discussion of FS 266.

7. Reports.

Senior Leadership Team (SLT):

Fire Chief John Whitney

Assistant Chief Brian Read

Transportation Services Director Billy Warren

Assistant Chief Richard Mooney

Administrative Services Director Anna Butel

President Colt Weddell

8. Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and for instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) regarding the terms of the employment contract for the Fire Chief.

Note that executive sessions are confidential pursuant to ARS §38-431.03(C)

9. Public Session. Discussion and possible direction or approval regarding the terms of the employment contract for the Fire chief position.

10. New Business / Future Agenda Items.

11. Announcements and Document Signing.

12. Adjourn.

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

One or more members of the Governing Board may attend the meeting telephonically.

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

Posted on: May 14, 2026

At: 1500 Hours

By: Tanya Anderson

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.

Agenda Item Title

Review and approval of the April 2026 financial reports and bank reconciliations.

Submitted By

James Vincent Group

Background/Discussion

The James Vincent Group 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.
 - a. 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), Special Revenue (400), Debt Principal (500), Debt Interest (600) and Certificates of Participation (700) 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), 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 April 2026 financial reports and bank reconciliations.”



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 **April 2026**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Special Projects (400) Fund
 - e. Debt Principle (500) Fund
 - f. Debt Interest (600) Fund
 - g. Certificates of Participation (700) Fund

Kathleen Chamberlain, Board Chair

Date



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Governing Board Meeting – May 20, 2026

Agenda Item: 2

Agenda Item Title

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

Submitted By

Fire Chief John Whitney

Assistant Chief Brian Read

Assistant Chief Richard Mooney

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.

May Service Anniversaries

24 Years of Service

Firefighter **Paul Garcia**

Firefighter/Paramedic **Stephan Wagner**

10 Years of Service

Captain/Paramedic **Kevin Montgomery**

5 Years of Service

Fire Chief **John Whitney**

Engineer **Michael Gallagher**

4 Years of Service

Transport Paramedic **Amanda Valles**

3 Years of Service

Firefighter/Paramedic **Sean Semrad**

Firefighter **Nick Selover**

Fire Mechanic I **Jesse Stapleton**

1 Year of Service

Firefighter **Tori Dow**

Firefighter **Keith Spletter**



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Governing Board Meeting – May 20, 2026

Agenda Item: 3

Agenda Item Title

Call to the Public

A.R.S. §38-431.01(I)

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 – May 20, 2026

Agenda Item: 4

Agenda Item Title

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

- A. Board Meeting Minutes from April 15, 2026 - **Appendix A**
- B. Amended Tower Contract - **Appendix B**
- C. Discussion and possible approval of Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2025 / 2026 from the Pinal County Treasurer’s Office - **Appendix C**

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 May 20, 2026.”



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Governing Board Meeting – May 20, 2026

Agenda Item: 5

Agenda Item Title

Discussion, consideration, and possible action regarding the development of the Tentative Fiscal Year 2026/2027 Revenue and Expenditure Budget and adoption of Resolution 2026-05-20-08.

Submitted By

Fire Chief John Whitney
James Vincent Group

Background/Discussion

A Tentative Fiscal Year 2026/2027 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 2026-05-20-08** 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 a 20-day public review and comment period.

Staff Recommendation:

Approval of **Resolution 2026-05-20-08**: Tentative FY 2026/2027 Budget

Financial Impact(s)/Budget Line Item

N/A

Enclosure(s)

Resolution 2026-05-20-08

Recommended Motion

“Motion to Adopt Resolution 2026-05-20-08-adopting a tentative budget in the amount of \$34,455,041 for the fiscal year July 1, 2026, through June 30, 2027, using the tax rate of \$3.6900 for operations and \$0.3730 for the principal and interest payment for the Bonds. Also, giving notice to the public of the tentative budget, and a time and place for a public meeting to hear comments before final adoption of the budget, as required by law.”



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RESOLUTION 2026-05-20-08

**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, 2026, AND ENDING JUNE 30, 2027, 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 twentieth day of May 2026, 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, 2026 and ending June 30, 2027, 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 fiscal year 2026/2027 for the Superstition Fire & Medical District, on June 17, 2026. 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 TWENTIETH DAY OF MAY 2026, BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

Kathleen Chamberlain, Board Chairman

Connie Van Driel, Board Clerk

Jeff Cross, Board Director

Shawn Kurian, Board Director

Jason Moeller, Board Director

Signed Copy on File with Board Secretary

Governing Board Meeting – May 20, 2026

Agenda Item: 6

Agenda Item Title

Update, review, and discussion of Fire Station 266

Submitted By

John Whitney, Fire Chief

Background/Discussion

Review and update on the progress of Fire Station 266. Senior Leadership will provide an update on the progress made thus far regarding the development of the station. This update will include information related to site adaptations, design considerations and modifications, and other general updates relevant to the planning and advancement of the project.

Financial Impact(s)/Budget Line Item

None at this time

Enclosure(s)

N/A

Recommended Motion

"Motion to N/A"



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Governing Board Meeting – May 20, 2026

Agenda Item: 7

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 – May 20, 2026

Agenda Item: 8

Agenda Item Title

Possible vote to go into Executive Session for legal advice pursuant to A.R.S. § 38-431.03(A)(3) and for instructions to legal counsel pursuant to A.R.S. § 38-431.03(A)(4) regarding the terms of the employment contract for the Fire Chief.

Note that executive sessions are confidential pursuant to ARS §38-431.03(C)

Submitted By

William Whittington, Legal Counsel
Kathleen Chamberlain, Board Chairperson

Background/Discussion

Financial Impact(s)/Budget Line Item

N/a

Enclosure(s)

N/a

Recommended Motion

“Motion to go into Executive Session pursuant to A.R.S. §38-431.03(A)(1) at (STATE TIME) for personnel matters and for legal advice pursuant to A.R.S. §38-431.03(A)(3) and for instructions to legal counsel pursuant to A.R.S. §38-431.03(A)(4) re: the terms of the employment contract for the Fire Chief”.



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Governing Board Meeting – May 20, 2026

Agenda Item: 9

Agenda Item Title

Discussion and possible direction or approval regarding the terms of the employment contract for the Fire Chief position.

Submitted By

William Whittington, Legal Counsel
Kathleen Chamberlain, Board Chairperson

Background/Discussion

Financial Impact(s)/Budget Line Item

N/a

Enclosure(s)

N/a

Recommended Motion

"Motion TBD"



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Governing Board Meeting – May 20, 2026

Agenda Item: 10

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 – May 20, 2026

Agenda Item: 11

Agenda Item Title

Announcements and Document Signing

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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Agenda Item Title

Adjournment

Recommended Motion:

“Motion to adjourn the Board meeting.”



Appendix A

A. Board Meeting Minutes from May 20, 2026

Submitted By

Board Secretary Tanya Anderson

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)

April 15, 2026 Board Meeting Minutes





Superstition Fire & Medical District

Serving the Communities of Apache Junction and Gold Canyon since 1955

Phone | (480) 982-4440

Website | sfmd.az.gov

Governing Board Meeting Minutes

APRIL 15, 2026

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, APRIL 15, 2026. THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA.

[THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 PM.](#)

A. Call to Order

Chairman Chamberlain called the meeting to order at 5:30 PM.

B. Pledge of Allegiance

The Pledge of Allegiance led by Captain Geof Shively.

C. Roll Call

Chairman Kathleen Chamberlain attended in person. Clerk Connie Van Driel, Director Jeff Cross, Director Jason Moeller and Director Shawn Kurian attended via conference phone.

Senior Leadership Team in attendance were Fire Chief John Whitney, Assistant Chief Richard Mooney, Deputy Chief Dave Pohlman, Battalion Chief Ryan Ledbetter, Transportation Services Director Billy Warren, Administrative Services Director Anna Butel. Also in attendance was Tanya Anderson, Administrative Specialist, HR / Board Secretary. Sara Simonton with James Vincent Group and Tomas Montoya from Attorney William Whittington's office attended via conference phone.

1. Review and approval of the March 2026 financial reports and bank reconciliations. Motion

by Director Cross to approve the March 2026 financial reports and bank reconciliations.

Seconded by Director Kurian

Vote 5 ayes, 0 nays, MOTION PASSED.

Administration Office
565 North Idaho Road
Apache Junction, AZ 85119

Regional Training Center
3700 East 16th Avenue
Apache Junction, AZ 85119

Fleet Services
1455 East 18th Avenue
Apache Junction, AZ 85119

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

Special Recognition

In appreciation of Captain Geof Shively for presenting Inside-Out Leadership at the Arizona Department of Forestry's Inaugural BC Academy.

2026 Employee Award Recipients

Matt Leon, Captain/Paramedic - Officer of the Year

Matt Perez, Engineer/Paramedic - Firefighter of the Year

Belle Worden, Transport Paramedic - Transportation Services Employee of the Year

Valerie Blodgett, Administrative Specialist, Payroll - Civilian Employee of the Year

John Walka, Battalion Chief/Paramedic - Meritorious Service Award

Colt Weddell, Captain/Paramedic - Meritorious Service Award

April Service Anniversaries

22 Years of Service

Deputy Fire Marshal **Tina Gerola**

9 Years of Service

Transport Paramedic **Ryan Tonelli**

7 Years of Service

Transport Paramedic **Levi Unzeitig**

Promotions

Logan Garman - Engineer

Layni Rodriguez - Engineer

David Tavares - Engineer

3. Call to the Public.

None

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

A. Board Meeting Minutes from March 18, 2026

B. Delta Dental PPO Plan Renewal for FY 26/27

Motion by Director Kurian to approve all consent agenda items for April 15, 2026.

Seconded by Director Moeller

Vote 5 ayes, 0 nays, MOTION PASSED

5. Discussion and updates regarding the 2026/2027 revenue expenditure budget development.
6. Discussion and possible approval of Resolution #2026-04-15-07, authorizing the release and transfer of Bond proceeds for the purchase of one 100' platform ladder, one Pierce Velocity Pumper, one Pierce Kenworth T880 3,000 gallon Tender, and two Rebel Brush Trucks.

Motion by Director Cross to approve Resolution #2026-04-15-07.

Seconded by Director Moeller.

Vote 5 ayes, 0 nays, MOTION PASSED

7. Senior Leadership Team Reports

Fire Chief Report

- Captain's Meeting
- Bond Closing – Meetings
- Budget Development
- MOU Discussions
- Fire Station 266
- Personnel Discussions
- BC Quarters, 261 and 263 Planning
- Labor Management
- Recruit Firefighter Interviews
- Chief Strong Conference
- AFSI
- East Valley Fire Chiefs
- AFCA
- American Legion – Legion of Silver Rose event
- WFCA Legislative event prep
- Superstition Mountain Rotary Club Presentation
- EVFC – Poker Run at Superstition Harley

Emergency Services Operations

District

- Captains Meetings – A, B, C
- L264 assisted VFW Post 7968 – Evaluated exterior lighting
- Budget Meeting – Training/EMS
- BC quarters discussion
- Labor Management
- Special Event – City of AJ Easter Egg Hunt
- Radiance Community Event – Radianceland
- Special Event Task Force
- LDD – Rodeo Wrap-up
- Emergency Services SharePoint migration

Regional Partners

- East Valley Assistant Chiefs
- Hosted CAWRT
- Wildland Field Day – Hosted QCFD

Significant Incidents

GSW

Date: 03.19.26

Location: Apache Trail

Response: E261, R266, BC261

Report: Crews responded to a reported GSW. Crews arrived, located the patient with AJPD, and provided care. Wounds appeared to be self-inflicted, with a gunshot wound to the neck and lacerations to the wrist.

Patient was assessed, treated, and transported code 3 to Banner Desert.

Patient remained stable throughout transport and continued to talk with crews.

Water Rescue

Date: 03.22.26

Location: N Encanterra Dr., Queen Creek

Response: E262, E415, M415, SQ219, BC261

Report: Report of unstable van on edge of water, 10 occupants. BC261 with command E262 assisted SQ219 with stabilization and removal of occupants from the vehicle.

No civilian or FF injuries.

Working Commercial Fire

Date: 03.23.26

Location: S. Royal Palm

Response: E263, E217, E261, L264, BC261, BC202, EE220, E212, E213, L209, CRV201, EDC, E265, M262, U251

Report: Crews responded to a fire at a large transfer station. Crews took a defensive position utilizing handlines and deck guns to extinguish the fire.

No reported injuries.

2N1 Medical

Date: 04.04.26

Location: US 60 MPM 209

Response: L264, BC261, M263, LT263, E265, E263, M264, BR264

Report: Crews arrived on the scene of an MVA involving two vehicles. One vehicle on fire with a patient trapped. The vehicle on fire was a wrong-way driver being pursued by DPS. Patient called on scene. The second patient was extricated, treated, and transported Code 3 to Banner Desert.

2N1 Medical – Mutual Aid

Date: 04.04.26

Location: HWY 79

Response: L264, BC261

Report: Mutual Aid request from Florence Fire. 2N1 medical semi vs. truck. L264 assisted with extrication. One patient was flown to Banner University.
No reported FF injuries.

2N1 Gas Leak

Date: 04.06.26

Location: W Superstition Blvd

Response: E263, LT263, E262, BC261, E223, E217

Report: Responded to a 1" gas line break 40 feet from a gate to an adjacent property. E263 established site control and deployed a protection line. LT263 coordinated evacuation of residents to the south. SWG arrived on scene and secured the leak.

No injuries reported.

2N1 Gas Leak

Date: 04.08.26

Location: N Plaza

Response: E263, LT263, E213, E217, E262, BC261

Report: Excavator hit a 2" residential main. E263 on scene, pulled a protection line and set up limited access. LT263, E213 assigned evacuation sector. 25+ evacuated from Family Fitness. BC261 with command, E217 assigned hazard. E217 was able to clamp the line and secure the leak. SWG monitored the area. Evacuees clear to return to facility.

Training & EMS

District

- Intern Coordination Meeting
- Intern Academy
- Budget Meetings
- Personnel Work
- Captains Quarterly Meetings
- Labor Management
- SharePoint Meeting
- Family Skills Day

Regional Partners

- Scottsdale Captains Testing Role Play

Training

District

- Candidate Development Program
- Intern Academy
- Captains Quarterly Meetings
- Labor/Management
- Promotional Tactics Workshops
- Captain's Promotional Process
- 4th Quarter Wildland Field Day
- Family Skills Course

Regional Partners

- Recruit Academy Update
- Recruit Extrication: LT263A
- Recruit Live Burns: LT263B (Class B) & E263C (Class A)
- PMGA Water Tender Ops
- EVLT
- TRT: Regional Rigging/Elevator Shaft/Air Ops/Monopole
- Wildland: QCFD BR412 and BC411
- EVIT Live Burn

EMS

District

- Completion of NREMT Recertification
- Share Drive Migration
- Special Event Prep – AJ Easter Egg Hunt
- Breakdown the EMS room at the Renaissance Festival
- Lost Dutchman Days Recap

Regional Partners

- Assist with test the test for SFD Captains process

2026 Renaissance Festival Recap

- 19 Days
- 76 SFMD Personnel Staffed
- 851 Interactions
- 24 Transports

Transportation Services

- FY 26-27 Budget Meeting
- EMS ROCC
- Labor Management Meeting
- Submitted request for AZDHS automatic rate increase 1.8%
- AHCCCS Virtual Site Visit
- AHCCCS revalidation completed and approved
- Visit to Horton factory in Columbus, Ohio, to inspect the new ambulance

Support Services

- FS 266 Weekly Meeting
- FS 266 Meeting w/ Perlman Architect Firm
- FS 266 Vendor Meeting Facilities Group
- FS 261 Site Visit w/ Contractor
- Labor Management
- Budget Meeting
- SharePoint Meeting for Prevention
- CMAR Review Meeting
- Special Events Meeting
- LDD Wrap-Up Meeting
- Project Meeting w/ Builder for Plaza Project
- Comm Ops Meeting

- Peralta Trail (ES) Read Across America Assembly
- Animal Blessing Event at United Methodist Church
- FS 263 Tour for Farrell Family
- Birthday Party Fire Truck Visit
- La Hacienda RV Resort Donation
- Golden Vista RV Resort St. Patrick's Day Parade
- Apache East Estates Golf Cart Parade

Resource

- Investigator Update
 - Gold Canyon Fire Investigation conducted March 23-27th
 - 4551 S Avenida Corazon De Oro
 - Prep for Fire Investigator IV
- Facilities/Annex
 - Annual Hose Testing Completed
 - ST262 hydrant repaired by AZ Water Co
 - Budget Meetings - Decision Packets
 - Uniforms
 - Audit New Turnout Spec
 - Uniform budget meetings
 - New Station 266 build team meetings

Administrative Services

- Bond Closing
- Pinal County Treasurer's Office Meeting
- Budget Meeting(s)
- Bill.com Walk-Through of New Module
- Roth Option Implementation
- Payroll Transition to STARS (PSPRS)
- Open Enrollment Planning
- SharePoint Migration Complete
- Architect and Construction Administrator Meeting FS 266
- BC Quarters, 261 & 263 Renovation Discussions
- Labor Management
- Captains Conference (HR/IT)
- UKG – Configuration List
- Intern Academy Numbers
 - 29 attended; 21 passed (1 withdrew); 20 interviewed by FC & Labor; 17 on Hiring List; 10 conditional offers sent out (2 from previous list & 8 from new list)

8. New Business / Future Agenda Items

None

9. Announcements / Document Signing

10. Adjourn

Motion by Director Cross to adjourn the board meeting at 6:44 p.m.

Seconded by Clerk Van Driel

Vote 5 ayes, 0 nays, MOTION PASSED

Governing Board Approval:

Board Clerk Connie Van Driel

Appendix B

B. Amended Tower Contract

Submitted By

Assistant Chief Richard Mooney

Background / Discussion

Everest Infrastructure Partners asked if SFMD would be willing to amend the original FS 262 Tower Contract. SFMD would be willing to amend the current contract if there were no added cost to SFMD to include the legal costs of the contract review.

Financial Impact/Budget Line Item

There is no added cost. Everest Infrastructure Partners will cover the legal costs for the legal review of the amended contract

Enclosure(s)

Amended Contract



COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT (the “Agreement”) is made this 20th day of May, 2026, by and between **Superstition Fire & Medical District**, a political subdivision of the state of Arizona (“Lessor”), and **EIP Holdings II, LLC**, a Delaware limited liability company (“Lessee”).

RECITALS:

A. Lessor and Lessee’s predecessor-in-interest, Exac Communications, LLC, entered into that certain Communication Site Lease Agreement, dated January 23, 2001, as may have been amended (the “Existing Agreement”), whereby Lessor leased to Lessee a portion of Lessor’s Property (as defined herein), which portion is referred to as the Leased Premises and further defined herein.

B. Lessee acquired its interest in the Existing Agreement via that certain Assignment dated July 14, 2023, and recorded in the official records of Pinal County, Arizona on August 9, 2023, as Instrument No. 2023-058508.

C. Lessor and Lessee desire to replace the Existing Agreement in its entirety on the terms and conditions set forth in this Agreement. From and after the Effective Date, the Existing Agreement shall be of no force or effect and replaced in its entirety by this Agreement.

1. Definitions.

“Agreement” means this Communications Site Lease Agreement.

“Approvals” means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

“Commencement Date” means the first day of the month following the month in which this Agreement was fully executed.

“Easements” and “Utility Easement” have the meanings set forth in Section 7 of this Agreement.

“Effective Date” means the date this Agreement is fully executed by both Lessor and Lessee.

“Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “Environmental Law(s)” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

“Improvements” means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

“Initial Term” means a period of five (5) years following the Commencement Date.

“Lease Term” means the Initial Term and any and all Renewal Terms.

“Leased Premises” means that portion of Lessor’s Property measuring approximately 2,650 square feet as described and/or depicted on **Exhibit “B”** attached hereto. The boundaries of the Leased Premises may be subject to modification as set forth herein.

“Lessee’s Notice Address” means EIP Holdings II, LLC c/o Everest Infrastructure Partners, Attention: Legal Department, Two Allegheny Center, Nova Tower 2, Suite 1002, Pittsburgh, PA 15212.

“Lessor’s Notice Address” means Superstition Fire & Medical District, Attention: Fire Chief, 565 N. Idaho Rd., Apache Junction, Arizona 85119.

“Lessor’s Property” means the parcel of land located at 3955 E. Superstition Boulevard, Apache Junction, Arizona 85119 and further described on **Exhibit “A”** attached hereto.

“Renewal Term” means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

“Rent” means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month. On the first day following the expiration of the Initial Term (the first “Adjustment Date”), and on the first day following the expiration of each Renewal Term thereafter (each subsequent “Adjustment Date”), the Rent shall increase by an amount equal to two and one-half percent (2.5%) over the Rent payable immediately before the applicable Adjustment Date.

2. Lessor’s Cooperation. During the Lease Term, Lessor shall: (i) reasonably cooperate with Lessee in its efforts to obtain and maintain all of the Approvals, including all appeals; and (ii) take no action that would unreasonably interfere with the Leased Premises or Lessee’s operations thereon. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. In furtherance thereof, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits.

Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor’s cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements, the Leased Premises or Lessee’s operations with respect thereto, or cause any of them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be reasonably necessary to obtain and thereafter maintain the Approvals and agrees to be named as the applicant for said Approvals. Lessee agrees that Lessor’s cooperation under this section shall be subject to the following limitations:

- a. Lessee shall bear all reasonable third-party costs and expenses directly related to obtaining and maintaining the Approvals, including any of Lessee’s legal, administrative, application, or other fees incurred in connection therewith;
- b. Lessee agrees to indemnify, defend, and hold Lessor harmless from and against any reasonable claims, liabilities, costs, expenses (including reasonable attorneys’ fees and costs actually incurred), damages, liabilities, and controversies directly arising out of or relating to the securing the Approvals, Lessee’s exercise of the limited power of attorney, or any actions taken by Lessee, its employees, representatives, agents, or consultants in connection therewith, except to the extent caused by Lessor’s negligence or willful misconduct. The foregoing indemnity shall survive any termination or expiration of this Agreement;
- c. Lessor shall not be obligated to execute any documents or take any action that would impose a material financial obligation or legal liability on the Lessor unless such obligation or liability is directly related to Lessor’s ownership of the Leased Premises or Lessor’s Property.

- d. Lessee shall notify Lessor in writing within thirty (30) business days of Lessee executing, submitting, filing or presenting any applications, permits, or other documents using the limited power of attorney.

3. **Lease Buyout Negotiation.** At any time during the Lease Term, the Lessee may request to meet with the Lessor to negotiate a potential easement agreement (“Easement Agreement”) granting to Lessee an easement over the Leased Premises. Upon Lessee’s request to meet with Lessor, Lessor shall be required to meet with the Lessee at least once. Any such Easement Agreement and grant of easement shall be subject to the mutual agreement of the Lessor and Lessee and in compliance with all statutory requirements. The payment terms for any such easement shall be determined by the Lessor and Lessee at the time of negotiation. If Lessor and Lessee enter into such Easement Agreement, the Easement Agreement would replace this Agreement. Unless and until an Easement Agreement is executed, the Lessee’s rights shall continue to be pursuant to the terms of this Agreement. Concurrent with the expiration or termination of this Agreement, Lessor’s obligation to negotiate an Easement Agreement set forth in this section shall terminate.

4. **Lease Term.** Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for nine (9) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

5. **Rent.** Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises.

6. **Leased Premises; Survey.** Lessee shall have the right to have the Leased Premises and Easements surveyed, which, if obtained, shall replace and supersede Exhibit “B” attached hereto. The “as-built” survey shall be deemed to be incorporated into this Agreement as Exhibit “D” even if not physically affixed hereto. The description of the Leased Premises and Easements set forth in Exhibit “D” shall control in the event of discrepancies between Exhibit “B” and Exhibit “D”.

7. **Easements.** Lessor grants the following easements and rights-of-way in, to, over, under and upon Lessor’s Property to Lessee: (i) an easement in, to, over, under and upon such portions of Lessor’s Property as is reasonably necessary for the construction, repair, maintenance, operation, replacement, demolition and removal of the facility located or to be located upon the Leased Premises; (ii) an easement in, to, over, under and upon such portions of Lessor’s Property as is reasonably necessary to obtain or comply with any Approvals; (iii) an easement in the location described or depicted in Exhibit “B”, as may be amended by Exhibit “D”, for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; (iv) utility easements (the “Utility Easement”) in the location described or depicted in Exhibit “B”, as may be amended by Exhibit “D”, for the installation, repair, replacement and maintenance of utility wires, fiber, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in Exhibit “B”, as may be amended by Exhibit “D”, at the sole option of Lessee, Lessor shall grant an easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility, (v) easements in, to, over, under and upon the portions of Lessor’s Property leased and/or otherwise utilized pursuant to the Existing Agreement and, (vi) easements for a right to install, maintain and replace guy anchors and guy wires, and easements over Lessor’s Property extending from each guy wire anchor point to the guy wire attachment point on the tower, as described or depicted in Exhibit “B”, as may be amended by Exhibit “D” (collectively, the “Easements”). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its Improvements. Notwithstanding anything to the contrary, no use of the Easements, installation of utilities, conduit, or cabling, trenching, or construction activities conducted by Lessee may materially interfere with or obstruct Lessor’s access to or from the station, the apparatus bays, the apparatus circulation path, or the fitness center located at the Property as of the date of this Agreement (“Lessor’s Access Routes”).

8. **Mutual Right to Terminate; Effect of Termination.** Either party shall have the right to terminate this Agreement, at any time, without cause, by providing the other party with one hundred eighty (180) days’ prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further

rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

9. Use of Property.

- a. The Leased Premises and Easements shall be used for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. Lessee may place a security fence, around the perimeter of the Leased Premises. All of Lessee's Improvements shall be constructed and maintained at Lessee's sole expense. Lessee will maintain the Leased Premises in a reasonably safe condition. It is the intent of the parties that none of the Improvements shall constitute a fixture.
- b. Lessee's activities shall not at any time materially interfere with or obstruct Lessor's Access Routes, without prior coordination with and the written consent of Lessor. If Lessee anticipates any of its activities may result in material interference or obstruction of Lessor's Access Routes or if Lessee's activities will include any construction, maintenance, trenching, or installation activities outside of the Leased Premises, such coordination may include scheduling such activities so that Lessor's Access Routes are not materially obstructed at any time and Lessor and Lessee may establish reasonable written directives if necessary to avoid material interference or obstruction of Lessor's Access Routes. Additionally, Lessee shall not relocate, disconnect, modify, power down, obstruct, or otherwise knowingly interfere with any of Lessor's communications equipment and its related infrastructure ("Lessor's Communications Equipment") without Lessor's prior written consent, which Lessor may approve, condition, or deny in its sole reasonable discretion to prevent powering down or material interference with Lessor's Communications Equipment.

10. Removal of Obstructions. Lessee has the right to remove and dispose of obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements, except to the extent that the removal and disposal of such obstructions is limited by any applicable laws or regulations. For the avoidance of doubt, Lessor's Communications Equipment shall not be considered "obstructions" for the purposes of this Section.

11. Birds of Prey. Lessee, its agents, representatives, contractors, officers, directors, officials, and employees shall at all times during the Lease Term of this Agreement comply with all applicable federal laws and regulations concerning the protection of birds of prey (including raptors, bald and golden eagles, osprey, hawks, etc.), all migratory birds and all endangered species (collectively as "Protected Birds"), including but not limited to the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, and any other relevant law, or legislation now in effect or hereafter enacted. Lessee acknowledges that approvals and permits may be required from the applicable federal agency before undertaking any activity which disturbs Protected Birds. If Lessee becomes aware of any Protected Birds on the Lessor's Property or on the Leased Premises, Lessee shall give prompt notice to the Lessor of the presence of such Protected Birds.

12. Hazardous Materials.

a. Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all reasonable claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall survive any termination of this Agreement

b. Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all reasonable sums paid for

settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee. The foregoing indemnity shall survive any termination of this Agreement

13. Real Estate Taxes. Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

14. Insurance. Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the Lessee's use and/or occupancy of the Leased Premises, including the insurance Lessee is required to obtain as specified in **Exhibit "C"** of this Agreement.

15. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option, Lessee shall have the right to contest the taking and directly file claims against the condemning authority for, and to receive, the value of the portion of Lessor's Property so taken on which the Leased Premises and/or Easements are located, business dislocation expenses and any other award or compensation to which Lessee may be legally entitled.

16. Right of First Refusal. If, during the Lease Term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) an easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including receipt of Rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property of which the Leased Premises is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in the portion of Lessor's Property subject to Lessor's Notice or the Leased Premises or an easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire an easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days after the receipt of Lessor's Notice, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessor and Lessee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Lessee shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

17. Sale of Property. If Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

18. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all of Lessee's personal property and all of its above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading. If Lessee does not remove such personal property or above ground Improvements within thirty (30) calendar days after the expiration or termination of this Agreement, then Lessor may remove any and all of Lessee's personal property and above ground Improvements without being deemed liable for trespass or conversion and Lessor may store the same at Lessee's sole cost and expense for a period

of ninety (90) calendar days, after which the personal property and above ground Improvements will be deemed abandoned if not claimed by Lessee. Lessee shall not be permitted to claim such personal property or above ground Improvements until Lessor has been reimbursed for all costs, losses, damages, and expenses (including reasonable attorneys' fees) associated with Lessee's failure to remove all of its personal property and all of its above ground Improvements from the Leased Premises.

19. Hold Harmless. Lessor and Lessee shall each indemnify, defend and hold the other party harmless from and against any and all claims, actions, demands, losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying party set forth in this Agreement, or (ii) the use and/or occupancy of the Lessor's Property, the Leased Premises or the Easements by the indemnifying party or its employees, contractors, servants or agents, except to the extent arising from the negligence or intentional misconduct of the indemnified party, its employees, contractors, servants or agents. The foregoing indemnity shall survive any termination or expiration of this Agreement.

20. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.

21. Interference with Lessee's Business. Lessee shall have the exclusive right to construct, install and operate wireless communications facilities on Lessor's Property and any other properties of Lessor located within a one (1) mile radius of Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

22. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

23. Mortgages. This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

24. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easements. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

25. Limitation on Damages. In no event shall either party be liable to the other party for any consequential, indirect, speculative, or punitive damages, or lost profits in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement. Lessee's remedies for any alleged breach of this Agreement by Lessor shall be limited to (a) injunctive relief or (b) termination of this Agreement, in which case Lessee shall be entitled to a prorated refund of any amounts paid in advance for the unexpired portion of the then-current Lease Term.

26. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.

27. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Allegheny County, Pennsylvania.

28. **Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Lessee shall provide Lessor with written notice of any such assignment, sublease, or license within at least ten (10) business days prior to the effective date thereof. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

29. **Miscellaneous.**

a. **Addendum.** The terms and conditions set forth in the Addendum attached hereto as **Exhibit "C"** are incorporated herein and made a part hereof, which terms and conditions Lessor represents are required by law to be included in this Agreement. To the extent the terms and conditions set forth in the attached Addendum conflict with or are inconsistent with any other term of this Agreement, the terms and conditions in the Addendum shall control.

b. **Recording.** Lessee shall have the right to record a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver such a memorandum, for no additional consideration, promptly upon Lessee's request.

c. **Entire Agreement.** Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

d. **Captions.** The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

e. **Construction of Document.** Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

f. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address. Either party may change its notice address by providing notice as set forth herein.

g. **Estoppel Certificate.** Each party shall, within ten (10) days after request by the other party, execute and deliver to the requesting party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Leases Premises

h. **Partial Invalidity.** If any term of this Agreement is found to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative,

valid and enforceable to most closely reflect the intent of the parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect.

i. Further Acts. The parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

k. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[Remainder of Page Intentionally Left Blank. Signature to Immediately Follow.]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:
Superstition Fire & Medical District,
a political subdivision of the state of Arizona

Witness

By: _____
Print Name: _____
Print Title: _____
Date: _____

LESSEE:
EIP Holdings II, LLC,
a Delaware limited liability company

Witness

By: _____
Print Name: _____
Print Title: _____
Date: _____

EXHIBIT "A"
Lessor's Property

In the County of Pinal, Arizona

Legal Description:

Parcel/Tax Number: 103-01-0020

Legal Description:

All that tract or parcel of land located in the town of Apache Junction, County of Pinal, State of Arizona, being more particularly described as follows:

Gila and Salt River Meridian, Arizona.
T. 1 N., R. 8 E.,
Sec. 23, NE 1/4 NE 1/4 NE 1/4 NW 1/4;
Comprising 2.50 acres;

EXHIBIT "C"

Addendum to Agreement

1. Termination: Lessor may terminate this Agreement pursuant to A.R.S. §38-511 provisions.
2. Non-appropriation: This Agreement shall be subject to available funding for Lessor, and nothing in this Agreement shall bind Lessor to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
3. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
4. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
5. 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.
6. 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, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration, if any, shall be conducted in the county where the Leased Premises is located.
7. Insurance: The Lessee shall purchase (and maintain) through a program of self-insurance or from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Lessee from claims which may arise out of or result from the Lessee's operations under the parties' Agreement and for which the Lessee may be legally liable, whether such operations be by the Lessee or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage shall include, (i) professional and general liability of at least one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate, (ii) Workers' Compensation insurance in amounts required by applicable Laws, and (iii) auto liability of at least one million dollars (\$1,000,000) per occurrence.

Appendix C

D. Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2026 / 2027 from the Pinal County Treasurer's Office

Submitted By

Fire Chief John Whitney
James Vincent Group

Background / Discussion

The Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2026 - 2027 ("Resolution") is an annual requirement from the Pinal County Treasurer's Office ("PCT"). The purpose of the Resolution is for the District to provide direction to PCT as to who is authorized to approve the following types of transactions on behalf of the District:

1. Investment Resolution: Authorizes the Pinal County Treasurer's Office to invest on behalf of the District any/all excess funds in interest bearing securities as authorized by law.
2. Warrant Resolution: Identifies individuals who are authorized to provide warrant information including wires, voids, and/or stop payments to the Pinal County Treasurer on a daily basis.
3. Fund Transfer Resolution: Identifies individuals who are authorized to request the Pinal County Treasurer to process wire transfers, book transfers and/or EFT payments on behalf of the District.
4. Warrant Signature Resolution: Identifies (and provides specimen signatures) for those authorized to sign warrants on behalf of the District for the Fiscal Year 2026 / 2027.
5. List of Outside Bank Accounts: Identifies the outside bank accounts maintained by the District.

NOTE: This document needs to be manually signed by the respective individuals using **blue** ink.

Financial Impact/Budget Line Item

N/A

Enclosures(will be forthcoming)

- Combined Resolution Affecting County Treasurer Transactions for Fiscal Year 2026 / 2027



**COMBINED R E S O L U T I O N AFFECTING
COUNTY TREASURER TRANSACTIONS
FOR FISCAL YEAR 2026-2027**

COMES NOW the Governing Board of the Superstition Fire & Medical District of Pinal County, Arizona, and hereby declares that on the 20th day of May, 2026, at a duly called and noticed public board meeting, upon motion duly made, seconded and carried with a vote of _____ “Ayes” and _____ “Nays” this Board approved one or more of the following Resolutions affecting financial transactions with or by the Pinal County Treasurer for Fiscal Year 2026-2027.

An authorized initial in one or more boxes acknowledges the Governing Board’s approval of the one or more of the following resolutions:

WHEREAS, this District periodically has funds on hand that are in excess of any anticipated authorized requirements; and,

WHEREAS, it appears to be in the best interest of the district to authorize the Pinal County Treasurer to invest and keep invested these funds in interest bearing securities as authorized by law; and

WHEREAS, from time to time it will in the best interest of the District, and thus necessary, to authorize the Pinal County Treasurer to sell these securities to provide available funds for current authorized District requirements; and

WHEREAS, Arizona state law permits the Governing Board of this District to request the consent of the Pinal County Board of Supervisors to invest and reinvest all district monies as authorized by law for the fiscal year.

BE IT RESOLVED by that subject to the consent of the Pinal County Board of Supervisors, the Pinal County Treasurer is authorized to purchase, hold, and sell such securities on behalf of this district.

WHEREAS, this District issues or will issue warrants drawn on the servicing bank for the Pinal County Treasurer; and,

WHEREAS, it in the best interest of the District to authorize the herein named person,

Printed Name

Signature

an authorized representative of the District, to provide warrant information including wires, voids and/or stop payments, to the Pinal County Treasurer on a daily basis; and

WHEREAS, the Pinal County Treasurer will submit the warrant information to the servicing bank for valid District purposes and to prevent fraud and/or illegal use of district funds.

BE IT RESOLVED by the Governing Board that subject to the consent of the Pinal County Board of Supervisors, the District will provide the Pinal County Treasurer with warrant information as appropriate in the regular course of District business.

WHEREAS, it appears to be in the best interest of the District to authorize

Michelle (Miki) Klemesrud
Printed Name

Signature

Valerie Blodgett
Printed Name

Signature

as an authorized representative of the district to request the Pinal County Treasurer to process wire transfers, book transfers, ACH and/or EFT payments on behalf of the District.

BE IT RESOLVED that the Governing Board hereby authorizes one or both of the foregoing persons to request that the Pinal County Treasurer process payments via Treasurer check, wire transfers, book transfers, ACH and/or EFT payments on behalf of the District on behalf of the district for the fiscal year, 2026-2027.

This resolution is required of those districts authorized by Arizona Statute to issue its own warrants.

WHEREAS, it appears to be in the best interest of the district to authorize the below specified persons to sign warrants on behalf of the district for the fiscal year, 2026-2027;

BE IT RESOLVED that the Governing Board hereby authorizes the following persons to sign warrants on behalf of the district for the fiscal year, 2026-2027.

Kathleen Chamberlain

Printed Name

Signature

Connie Van Driel

Printed Name

Signature

Shawn Kurian

Printed Name

Signature

Jason Moeller

Printed Name

Signature

Jeff Cross

Printed Name

Signature

WHEREAS, the Pinal County Treasurer's Office shall be advised of any outside bank accounts maintained by the district we hereby give notice of the following account(s):

<u>Wells Fargo</u>	<u>Phoenix, AZ</u>	<u>Payroll Clearing Account</u>
Bank Name	Bank Location (City/St)	Account Purpose

<u>Wells Fargo</u>	<u>Phoenix, AZ</u>	<u>Elect. Deposit/ACH Payment Acct</u>
Bank Name	Bank Location (City/St)	Account Purpose

