

BOARD OF DIRECTORS

NOTICE OF REGULAR MEETING November 15, 2023

Pursuant to ARS §38-431.02, notice is hereby given to members of the HFD Governing Board and to the public that the Governing Board will meet in Public Session on **Wednesday**, November 15, 2023 at 5:30 PM in the Training Room of Station 21, 80 S. Walters Lane, Star Valley, AZ 85541. Members of the Fire Board and legal counsel may attend either in person or by telephone conference call.

To join the meeting via zoom: Meeting ID 864 986 5085. *Link:* <u>https://zoom.us/j/8649865085</u> *Phone:* +1 669 444 9171 US +1 253 215 8782 (Tacoma) +1 346 248 7799 (Houston)

During this meeting, Board Members may ask questions about, discuss, consider, approve, and/or take possible action on any listed Agenda item and any variable related thereto unless specifically otherwise indicated (such as under Public Forum). HFD may vote to go into Executive Session, which will not be open to the public, on any agenda item pursuant to ARS §38-431.03(A)(3) for legal advice with the Fire District Attorney on the matter(s) set forth in the agenda. <u>All Agenda items are set for possible action</u>.

<u>Public Input:</u> Citizens may make oral comments on specific Agenda items or any topic relevant to District business during the public forum. Citizens may submit written comments of any length to the Fire Board. <u>Notice:</u> Public comment is encouraged, but it is important that everyone demonstrate the appropriate decorum, courtesy and respect during the meeting. Please treat your fellow citizens with courtesy. Outbursts, interruptions, and personal attacks will not be tolerated.

~ AGENDA ~

CALL TO ORDER A. ROLL CALL OF BOARD MEMBERS B. PLEDGE OF ALLEGIANCE

2. REPORTS & CORRESPONDENCE

In accordance with ARS §38-431.02(K), the Board shall not propose, discuss, deliberate, or take legal action on any matter unless that specific matter is properly identified on the agenda. Therefore, action taken as a result of a report will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date in the following summaries.

A. CHIEFS REPORT: Chief Morris to discuss recent activities including a statistic report,

staffing report, wildland report, grant report, vehicle maintenance report, legislative report, response report, facilities report, special project report(s)

- B. AWARDS & RECOGNITION: Years of service and birthday notifications
- C. DONATIONS: Donations received in honor of Ted Schmitt

3. FINANCIAL REPORTS

A. OCTOBER 2023: Business Manager Lecher to review October financial reports



BOARD OF DIRECTORS

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4. PUBLIC FORUM

Speakers are limited to a three-minute oral presentation and may submit written comments of any length for Board files. <u>Board</u> <u>Members may not discuss items that are not specifically identified on the Agenda. Therefore, pursuant to ARS §38-43101(H), Board</u> <u>action taken as a result of public comment is limited to directing staff to study the matter, responding to any criticism, or scheduling</u> <u>the matter for further consideration and decision at a later date.</u>

5. EXECUTIVE SESSION

Pursuant to ARS. 38-431.03(A)(7) discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property. Executive Sessions are confidential pursuant to ARS 38-431.03(C).

A. STATION 23 – MEAD RANCH STATION

6. REGULAR BUSINESS

A. CONSENT AGENDA

All matters under the Consent Agenda are considered by the board to be routine (i.e. minutes and/or signatory authority or bank accounts) and will be enacted by a single motion approving the Consent Agenda. If discussion is desired on any particular consent item, a board member may ask that item be removed from the Consent Agenda to be considered separately.

1. Regular Minutes of October 25, 2023

B. SURPLUS EQUIPMNET

1. Discussion/Possible Action: Identify equipment that may be surplus.

C. BRUSH 213

1. Discussion/Possible Action: Replacement of Brush 213

D. STATION 23

1. Discussion/Possible Action: Lease Agreement with Payson Water Company

E. POLICIES

1. Discussion/Possible Action: Personnel Policy revision and updates 40.03, 40.05, 40.09, 40.21, 40.22, 40.23 and 40.28

F. DISTRICT ATTORNEY OF RECORD

1. Discussion/Possible Action: District Attorney of Record

7. PUBLIC FORUM

Speakers are limited to a three-minute oral presentation and may submit written comments of any length for Board files. <u>Board</u> <u>Members may not discuss items that are not specifically identified on the Agenda. Therefore, pursuant to ARS §38-43101(H), Board</u> <u>action taken as a result of public comment is limited to directing staff to study the matter, responding to any criticism, or scheduling</u> <u>the matter for further consideration and decision at a later date.</u>



BOARD OF DIRECTORS

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8. ADJOURNMENT

<u>Angie Lecher, On behalf and with Permission of Board Clerk, Nick Fitch</u> Nick Fitch, Clerk of the Board

HFD Training Room is accessible to the handicapped. In compliance with Americans with Disabilities Act, those with special needs, such as large print or other reasonable accommodations, may request them by calling (928)474-3835 at least 24 hours before the meeting.

A copy of the supplemental agenda materials provided to the Board Members (with exception of materials relating to executive sessions) is available for public inspection at the Districts Administrative Office at least 24 hours prior to the meeting. Call (928)474-3835 to set an appointment to accommodate inspection.

Posted by: Angie Lecher Date: 11/6/2023 Time: 4:30 PM

BOARD MEETING SIGN IN Regular Meeting MEETING: **MEETING DATE:** November 15, 2023 FACILITATOR: Board of Directors LOCATION: Station 21, Star Valley ADDRESS NAME PHONE PONHICH B 333 10 BELLER Buc

HELLSGATE FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

то:	Governing Bo	bard								
FROM:	Morey Morri	lorey Morris, Fire Chief								
DATE:	November 15	lovember 15, 2023								
SUBJECT:	Reports and	Reports and Correspondence								
ITEM #:	2. A & B & C									
REQUIRED AC	CTION:	⊠ Discussion Only	□Formal Motion	Resolution						
RECOMMEND	DED ACTION:	Approve	Conditional Approval	Deny						
PRESENTED B	Y:	Administration	⊠Fire Chief	□Staff						
REVIEWED BY	:	Legal	□Outside Consult							

BACKGROUND

In compliance with ARS. §38-431.02(K) Board shall not propose, discuss, deliberate, or take legal action on any matter unless that specific matter is properly identified on the agenda. Therefore, action taken as a result of a report will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date in the following summaries:

A. Chief's Report: Chief Morris to discuss recent activities including a statistic report, staffing report, wildland report, grant report, vehicle maintenance report, legislative report, response report, facilities report, special project report(s)

*If board members wish to discuss or take action on something brought up during the Chiefs Report they should direct staff to place the item on the next agenda. No motion is needed to give that direction.

- B. Awards & Recognition: Years of service and birthday notifications
- C. Donations: Donations received in honor of Ted Schmitt

RECOMMENDED MOTION

No motion for this agenda item

CHIEF'S REPORT

November 15, 2023

Correspondence



- Hireversaries: None
- Birthdays: Brian Wiggins-11/9; Dustin Marsh-11/28
- John Ceja letter of Resignation
- Dustin Marsh letter of Resignation
- Bill Beller recognition



Statistic Report

- Total Calls For the Month of October: 43
 YTD(10/31/23): 468
 Mutual/Auto Aid Calls Received: 1 Given: 5
 EMS: 31 Fire: 3 HazMat: 0 WL: 0 Spc Duty: 7 Still: 2
 Thompson Draw II-2
- Building Plans Reviewed for September: 4 new plans review:
 - 1 for garages
 - 2 for new homes
 - 1 manufactured home with awning
 Total for year- 29
- Water Usage for October : 0 gallons YTD(0/31/23): 0 gallons



Staffing Report

- Full Time Suppression Personnel: 6 (no current changes)
 Will loose two before November 27, 2023
- Full Time Administration Personnel: 1 (no changes)
- Part Time Administrative Personnel: 1 (no changes)
- Reserve Personnel: 17 (1 volunteer, 16 Reserve); does not count seasonal personnel



Wildland Report

• None



Vehicle Maintenance Report

- During the month of October, will ramp up our maintenance again with the return of our Apparatus Officer
- Replacement for BR213 (item to be discussed tonight)



Grant Report

- Awarded AFG Grant for PPE, in the amount of \$22,186.14 with \$1,109.31 District Participation
- SAFER- Angie
- Salt River- Applied and approved for station repairs and conference room updates- about \$158,000
- Walter R Ferguson Trust- will award \$76,915.00 to assist in replacing the chassis on BR213



Legislative Update Report

- Sessions have finally ended and now focusing on 2023/24 sessions
- Nothing to report on Sessions



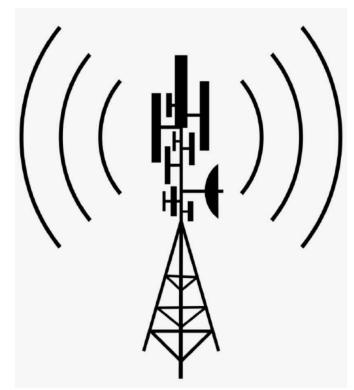
Facilities

- Nothing to report
- When SRPMIC Funding comes in, we will start the processes discussed in September's Board Meeting



Cell Tower Report

- All work is completed
- Received information from Verizon that fiber will be run in Nov-Dec. of this year





FS23

- Have received updates from our District Attorney
 - You should have this in your packets
 - Will discuss this in Executive Session

Rob Reijschneider and Donna Reijschneider 2604 East Morning Glory Circle Payson, AZ 85541 (928) 468-7711 SEZShield' 3459 91-521/1221 0-25-23 Date ertment ay to 300.00 the orde Dollars Delate on base THE NO Donna Reifschneid PHOENIX AZ 852 2604 E Morning Glory Cir Payson, AZ & BI (2005) 2023 PM 11 L ruyoui ne uuuti Hellsgate FD Auxiliary 805,WALTERS LANE Star Valloy A7 85541 Valley AZ 85541 541-259990

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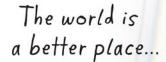
...because you are in it! With thanks to you who serve and prayers for your safety, Mre. Ronald P. Scitner

Friendship refreshes the soul. PROVERBS 27:9 The Message





Scripture quotations from The Message. © Eugene Peterson. Permission from NavPress



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Hellsgate Trie Department Station 21 80 Walters Jane Payson, AZ 85541

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October 12, 2023

Hellsgate Fire Department 80 S. Walters Lane Star Valley, AZ 85541

Charitable Contribution in memory of Ted Schmitt

Enclosed is our donation in memory of Ted Schmitt who passed away on October 7, 2023.

We have sent notification of this donation to Ms. Samantha Crea at the address below.

Samantha Crea 480 South Rainbow Drive #17 Payson, AZ 85541

Sincerely,

Joseph M Kruchinsky President 2023 Elder Statesmen's Club

The Gleason Works 1000 University Avenue Rochester NY 14607 Elder Statesmen's Club c/o The Gleason Works 1000 University Avenue Rochester, NY 14607



Hellogate Fire Departments So S. Watters Rome Star Valley, AZ 85541

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HELLSGATE FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing Bo	ard										
FROM:	Angie Lecher, Business Manager											
DATE:	November 15, 2023											
SUBJECT:	Financial Reports											
ITEM #:	3. A.	3. A.										
REQUIRED AC	TION:	□Discussion Only	⊠Formal Motion	Resolution								
RECOMMEND	ED ACTION:	⊠Approve	□Conditional Approval	Deny								
PRESENTED B	Y:	Administration	□Fire Chief	□Staff								
REVIEWED BY:	:		□Outside Consult									
and approve	e with ARS §48 reconciled bal w and Approva Cover Sheet Reconciliatio O Warr O Payro O Capit O Enter O Bene O Conti Profit & Loss	ance sheet accounts of al of Financial Reports covering highlights for on Reports for all acco rants oll cal rprise fit ingency s Monthly s Year to Date	for October 2023 r the month	uired to review								

RECOMMENDED MOTION

Motion to approve the October Financial Reports



80 S. Walters Lane Star Valley, AZ 85541



Monthly Financial Report – October 2023

Attached are the following for your information and review:

- 1. Income Statement of Revenues and Expenditures for October 2023 including budget to actual and year-to-date balances.
- 2. Balance Sheet as of October 31, 2023
- 3. Wildland Report as of October 31, 2023
- 4. Reconciliation Reports for all accounts as of October 2023.

Key Points:

- Account Balances:
 - o Warrant Account Start: \$383,010.14 End: \$819,808.96
 - o NBAZ Payroll Start: \$138,429.43 End: \$96,826.93
 - o Benefits Start: \$52,749.94
 - Capital Start: \$127,838.74
 - Enterprise Start: \$380.00
 - PSPRS Cont Start: \$217,983.96
 End: \$217,983.96
- County Treasurer didn't assign any interest earnings to the accounts for the month of October.

End: \$52,749.94

End: \$380.00

End: \$127,838.74

- Wildland billing is complete. Awaiting a single payment to close out the season at this point. See Wildland Report for further information about the season.
- Two employees have tendered their resignation and will be leaving full-time employment by the end of November. Attempts to determine the impact on PSPRS contributions. The PSPRS Board met on Monday to meet statutory requirements in which this topic was discussed extensively. I will have updates and further information for the board at next month's meeting.
- Annual audit is well underway and hope to have the report by the first of the year.
- Year end close out is taking place over the next two months.
- Planning for next fiscal year will begin just after the first of the year. Major considerations are full-time employment, reserve employment and Chief Services. Board Members should begin to consider the approach they wish to take to replace Chief Morris' leave at the end of June. Board Members are responsible alone for hiring a Fire Chief. Last time a committee was formed to



80 S. Walters Lane Star Valley, AZ 85541



review potential options for these services. It seems to have been a success that we were able to narrow down options for consideration.

Arizona Fire District Association (AFDA) annual conference in Laughlin is open for enrollment. 0 The dates are January 10-12, 2024.

Please contact the Business Manager at (928)474-3835 or alecher@hellsgatefire.org for any questions or concerns regarding this report.

This report and the attached detail reports have been reviewed and approved by the Fire Board.

11-15-2023 Date

Board Clerk

HELLSGATE FIRE DISTRICT FISCAL YEAR 2024 BUDGET REPORTS

October 2023

		FY 2024		Month Total	Per	iod Difference
REVENUES						
TAX REVENUES						
4010 Property Tax Revenue	\$	89,321	\$	462,316.06	\$	(372,995)
4020 FDAT Revenue	\$	7,694	\$		\$	7,694
Total		-	\$	462,316.06	\$	(365,301)
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NON-TAX LEVY REVENUES						
4100 Fee Schedule Revenue	\$	458	\$	4,987.30	\$	(4,529)
4110 Call Revenue	\$	1,250	\$	992.75	\$	257
4120 Lease Revenue	\$	2,000	\$	773.00	\$	1,227
4130 Interest	\$	667	\$	0.97	\$	666
4140 Wildland Revenue	\$	19,378	\$	35,075.72	\$	(15,698)
4150 Grants & Donations	\$	5,067	\$	-	\$	5,067
4160 Sale of Assets	\$	417	\$	16.94	\$	400
4170 Housing Contract	\$	-	\$	-	\$	-
4030 Smart & Safe AZ	\$	1,167	\$	-	\$	1,167
Total	\$	30,403	\$	41,846.68	\$	(11,444)
REVENUE TOTAL	\$	127,418	\$	504,162.74	\$	(376,745)
EXPENSES						
WAGES						
5010 Salaries	\$	50,156	\$	64,582.84	\$	(14,427)
5020 Overtime	\$	5,417	\$	11,522.98	\$	(6,106)
5030 Reserve	\$	7,917	\$	14,327.25	\$	(6,411)
5040 Wildland	\$	14,167	\$	-	\$	14,167
Total	\$	77,656	\$	90,433.07	\$	(12,777)
EMPLOYER TAXES						
5100 Medicare/SS	\$	921	\$	1,592.86	\$	(672)
5110 Unemployment	\$	208	\$	-	\$	208
Total	\$	1,129	\$	1,592.86	\$	(464)
EMPLOYEE BENEFITS						
5120 Health/Dental/Vision	\$	6,990	\$	8,565.57	\$	(1,576)
5130 Workers Compensation	\$	5,238	\$	18,649.00	\$	(13,411)
5200 PSPRS Retirement	\$	6,000	\$	9,780.22	\$	(3,780)
5210 ASRS Retirement	\$	936	\$	1,337.18	\$	(401)
5220 457 b/401 a Retirement	\$	1,635	\$	2,454.39	\$	(819)
5230 Wildland ER Expenses	\$	3,336	\$	-	\$	3,336
5240 Uniform/Phone Allowance	\$	925	\$	1,569.24	\$	(644)
5250 Employee Recruit/Retain	\$	71	\$	-	\$	71
5260 Physicals	\$	792	\$	1,229.64	\$	(438)
5270 PSPRS COP Liability	\$	9,622	\$	-	\$	9,622
5300 PSPRS UAAL	\$	8,333	\$	-	\$	8,333

Total	\$	43,878	\$	43,585.24	\$	293
BUILDINGS & LAND						
6010 Utilities	\$	1,713	\$	1,322.77	\$	390
6020 Station & Janitorial Supplies	\$	167	\$	-	\$	167
6030 Building Repair & Maintenance	\$	208	\$	_	\$	208
Total		2,088	\$	1,322.77	\$	765
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VEHICLES & EQUIPMENT						
6100 Vehicle Fuel	\$	1,333	\$	1,192.13	\$	141
6110 Vehicle Maintenance	\$	2,458	\$	740.32	\$	1,718
6120 Personal Protective Equipment	\$	125	\$	-	\$	125
6130 Small Tools & Equipment	\$	592	\$	-	\$	592
6140 EMS Equipment & Supplies	\$	375	\$	-	\$	375
6150 Inspection/Prevention/Rehab	\$	125	\$	-	\$	125
6160 Wildland Expenses	\$	1,458	\$	1,000.68	\$	458
Total	\$	6,467	\$	2,933.13	\$	3,534
COMMUNICATIONS/IT						
6200 Communications	\$	83	\$	-	\$	83
6210 IT Services R&M	\$	625	\$	-	\$	625
6220 Computer Equipment & Supplies	\$	71	\$	30.32	\$	41
6230 Computer Software	\$	1,558	\$	-	\$	1,558
6240 Dispatch Contract	\$	1,875	\$	-	\$	1,875
Total	\$	4,213	\$	30.32	\$	4,182
MEETINGS, TRAVEL & TRAINING						
6300 Training Supplies	\$	42	\$	-	\$	42
6310 Training, State Courses & Instruct	\$	171	\$	-	\$	171
6320 Training, Local	\$	250	\$	-	\$	250
6330 Training, EMT/Paramedic	\$	167	\$	-	\$	167
6340 Leadership Development	\$	417	\$	313.22	\$	103
6350 State Fire School	\$	83	\$	-	\$	83
6360 Travel Expenses	\$	42	\$	-	\$	42
Total	\$	1,171	\$	313.22	\$	858
MANAGERIAL EXPENSES						
7000 Finance/Audit	\$	875	\$	-	\$	875
7010 Legal Expenses	\$	833	\$	-	\$	833
7020 Bank and Service Fees	\$	83	\$	50.75	\$	33
7030 Liability Insurance	\$	1,909	\$	-	\$	1,909
7040 Accident & Sickness Insurance	\$	274	\$	-	\$	274
7050 Life/STD/LTD Insurance	\$	318	\$	-	\$	318
7060 Office Supplies	\$	83	\$	-	\$	83
7070 Dues/Fees/Subscriptions	\$	125	\$	•	\$	125
7080 Misc. Expenses	\$	292	\$	12.00	\$	280
Total	\$	4,793	\$	62.75	\$	4,731

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8000 Debt Service		\$ 4,304	\$ -	\$ 4,304
8010 Contingency		\$ -	\$ -	\$ -
8020 Grant Expense		\$ 5,000	\$ -	\$ 5,000
	Total	\$ 9,304	\$ -	\$ 9,304
FUNDING TO/FROM	RESERVES			
9000 Capital Outlay		\$ -	\$ -	\$ -
Enterprise Funds		\$ (13,280)	\$ -	\$ (13,280)
PSPRS UAAL Funds		\$ (8,333)	\$ -	\$ (8,333)
	Total	\$ (21,614)	\$ -	\$ (21,614)
	EXPENSE TOTAL	\$ 129,084	\$ 140,273.36	\$ (11,189)
+/- Mor	thly Net Income		\$ 363,889.38	

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				JL	JLY 2023-OCTC	DBE	ER 2023			
			FY 2024		YTD TOTAL		REMAINING	% of TOTAL	PROJECTION	REMAINDER
(CARRY OVER FUNDS	\$	20,000							
EVENUES										
Т	TAX REVENUES									
4010 F	Property Tax Revenue	\$	1,071,854	\$	482,988.07	\$	588,866	45.1%	5 579,609	
4020 F	DAT Revenue	\$	92,326	\$	-	\$	92,326	0.0%	- 5	
		Total \$	1,164,180	\$	482,988.07	\$	681,192	41.5% \$	5 579,609	
٢	NON-TAX LEVY REVENUES									
4100 F	ee Schedule Revenue	\$	5,500	\$	8,286.80	\$	(2,787)	150.7%	9,945	
4110 (Call Revenue	\$	15,000	\$	4,960.13	\$	10,040	33.1%	5 5,952	
4120 1	ease Revenue	\$	24,000	\$	3,858.99	\$	20,141	16.1%	\$ 4,631	
4130 I	nterest	\$	8,000	\$	5,812.33	\$	2,188	72.7%	6,975	
4140 \	Wildland Revenue	\$	232,531	\$	162,583.10	\$	69,948	69.9%	\$ 195,108	
4150 (Grants & Donations	\$	60,800	\$	57,357.24	\$	3,443	94.3%	68,831	
4160 5	Sale of Assets	\$	5,000	\$	101.54	\$	4,898	2.0%	5 122	
4170 H	Housing Contract	\$	-	\$		\$		0.0%	5 -	
	Smart & Safe AZ	\$	14,000	\$	1	\$	14,000	0.0%	5 -	
		Total \$	364,831	\$	242,960.13	\$	121,871	66.6%	\$ 291,564	
	REVENU	JE TOTAL \$	1,549,011	\$	725,948.20	\$	823,063	46.9%	\$ 871,173	\$ 677,83
PENSES										
١	WAGES									
5010 5	Salaries	\$	601,870	\$	184,173.30	\$	417,697	30.6%	\$ 221,017	
5020 (Overtime	\$	65,000	\$	19,445.98	\$	45,554	29.9%	\$ 23,336	
5030 F	Reserve	\$	95,000	\$	43,191.00	\$	51,809	45.5%	\$ 51,831	
5040 \	Wildland	\$	170,000	\$	88,763.55	\$	81,236	52.2%	\$ 106,521	
		Total \$	931,870	\$	335,573.83	\$	596,296	36.0%	\$ 402,705	
I	EMPLOYER TAXES									
5100 /	Medicare/SS	\$	11,047	\$	7,098.13	\$	3,949	64.3%	\$ 8,518	
5110	Unemployment	\$	2,500	\$	-	\$	2,500	0.0%	\$ -	
	elukrezen.	Total \$	13,547		7,098.13	\$	6,449	52.4%	\$ 8,518	
I	EMPLOYEE BENEFITS									
5120	Health/Dental/Vision	\$	83,878	\$	28,418.90	\$	55,459	33.9%	\$ 34,104	
5130	Workers Compensation	\$	62,858	\$	40,184.00	\$	22,674	63.9%	\$ 48,223	
	PSPRS Retirement	\$	71,999	\$	34,084.67		37,914	47.3%	\$ 40,903	

HELLSGATE FIRE DISTRICT FISCAL YEAR 2024 BUDGET REPORTS

5210 ASRS Retirement	\$	11,237	\$ 3,930.50	\$ 7,307	35.0% \$	4,717
5220 457 b/401 a Retirement	\$	19,622	\$ 7,585.00	\$ 12,037	38.7% \$	9,102
5230 Wildland ER Expenses	\$	40,031	\$ -	\$ 40,031	0.0% \$	-
5240 Uniform/Phone Allowance	\$	11,100	\$ 12,207.72	\$ (1,108)	110.0% \$	14,650
5250 Employee Recruit/Retain	\$	850	\$ -	\$ 850	0.0% \$	-
5260 Physicals	\$	9,500	\$ 1,229.64	\$ 8,270	12.9% \$	1,476
5270 PSPRS COP Liability	\$	115,465	\$ -	\$ 115,465	0.0% \$	-
5300 PSPRS UAAL	\$	100,000	\$ -	\$ 100,000	0.0% \$	-
Тс	otal \$	526,540	\$ 127,640.43	\$ 398,900	24.2% \$	153,175
BUILDINGS & LAND						
6010 Utilities	\$	20,550	\$ 6,762.33	\$ 13,788	32.9% \$	8,115
6020 Station & Janitorial Supplies	\$	2,000	\$ 98.78	\$ 1,901	4.9% \$	119
6030 Building Repair & Maintenance	\$	2,500	\$ 174.45	\$ 2,326	7.0% \$	209
Тс	otal \$	25,050	\$ 7,035.56	\$ 18,014	28.1% \$	8,443
VEHICLES & EQUIPMENT						
6100 Vehicle Fuel	\$	16,000	\$ 3,798.30	\$ 12,202	23.7% \$	4,558
6110 Vehicle Maintenance	\$	29,500	\$ 6,115.40	\$ 23,385	20.7% \$	7,339
6120 Personal Protective Equipment	\$	1,500	\$ -	\$ 1,500	0.0% \$	-
6130 Small Tools & Equipment	\$	7,100	\$ 62.74	\$ 7,037	0.9% \$	75
6140 EMS Equipment & Supplies	\$	4,500	\$ 1,367.39	\$ 3,133	30.4% \$	1,641
6150 Inspection/Prevention/Rehab	\$	1,500	\$ -	\$ 1,500	0.0% \$	-
6160 Wildland Expenses	\$	17,500	\$ 38,756.79	\$ (21,257)	221.5% \$	46,510
To	otal \$	77,600	\$ 50,100.62	\$ 27,499	64.6% \$	60,123
COMMUNICATIONS/IT						
6200 Communications	\$	1,000	\$ 972.00	\$ 28	97.2% \$	1,166
6210 IT Services R&M	\$	7,500	\$ 1,839.00	\$ 5,661	24.5% \$	2,207
6220 Computer Equipment & Supplies	\$	850	\$ 91.97	\$ 758	10.8% \$	110
6230 Computer Software	\$	18,700	\$ 2,391.61	\$ 16,308	12.8% \$	2,870
6240 Dispatch Contract	\$	22,500	\$ 11,081.55	\$ 11,418	49.3% \$	13,298
Тс	otal \$	50,550	\$ 16,376.13	\$ 34,174	32.4% \$	19,652
MEETINGS, TRAVEL & TRAINING						
6300 Training Supplies	\$	500	\$ -	\$ 500	0.0% \$	-
6310 Training, State Courses & Instruct	\$	2,050	\$ 150.00	\$ 1,900	7.3% \$	180
6320 Training, Local	\$	3,000	\$ -	\$ 3,000	0.0% \$	-
6330 Training, EMT/Paramedic	\$	2,000	\$ -	\$ 2,000	0.0% \$	-
6340 Leadership Development	\$	5,000	\$ 988.02	\$ 4,012	19.8% \$	1,186
6350 State Fire School	\$	1,000	\$ -	\$ 1,000	0.0% \$	-

6360 Travel Expenses		\$	500		-	\$	500	0.0%		-	
	Total	Ş	14,050	Ş	1,138.02	Ş	12,912	8.1%	Ş	1,366	
MANAGERIAL EXPENSES											
7000 Finance/Audit		\$	10,500	\$	-	\$	10,500	0.0%	Ś	-	
7010 Legal Expenses		\$	10,000	\$	51.25		9,949	0.5%		62	
7020 Bank and Service Fees		\$	1,000	Ś	227.50	Ś	773	22.8%		273	
7030 Liability Insurance		\$	22,912	\$	5,721.00	Ś	17,191	25.0%		6,865	
7040 Accident & Sickness Insurance		\$	3,292	\$	-	Ś	3,292	0.0%		-	
7050 Life/STD/LTD Insurance		\$	3,815	\$	878.58	\$	2,936	23.0%		1,054	
7060 Office Supplies		\$	1,000	\$	70.51	\$	929	7.1%		85	
7070 Dues/Fees/Subscriptions		\$	1,500	\$	313.12	\$	1,187	20.9%		376	
7080 Misc. Expenses		\$	3,500	\$	136.03	\$	3,364	3.9%	\$	163	
	Total	\$	57,519	\$	7,397.99	\$	50,121	12.9%	\$	8,878	
OTHER											
8000 Debt Service		\$	51,650	\$	-	\$	51,650	0.0%	\$	-	
8010 Contingency		\$	-	\$	-	\$	-	0.0%	\$	-	
8020 Grant Expense		\$	60,000	\$	140.74	\$	59,859	0.2%	\$	169	
	Total	\$	111,650	\$	140.74	\$	111,509	0.1%	\$	169	
FUNDING TO/FROM RESERVES	5										
9000 Capital Outlay		\$	-	\$	-	\$	-	0.0%	\$	-	
Enterprise Funds		\$	(159,365)	\$	-	\$	(159,365)	0.0%	\$	-	
PSPRS UAAL Funds		\$	(100,000)	\$	· _	\$	(100,000)	0.0%	\$	-	
	Total	\$	(259,365)	\$	-	\$	(259,365)	0.0%	\$	-	
EXPENSE	TOTAL	\$	1,549,011	\$	552,501.45	\$	996,510	35.7%	\$	663,028 \$	885,983
								Year Beginning			
Startin	g Funds	\$	1,126,492.85			Bo	nd/Capital	\$ 140,465			
+/- Monthly	Inco me	\$	173,446.75			Со	ntingency	\$ 50,000			
Endin	g Funds	\$	1,299,939.60			Ca	rry Over	\$ 20,000			
						Be	nefit Account	\$ 50,000			
						Sta	abilization Funds	\$ 159,365			
						PS	PRS Cont	\$ 216,564			

 PSPRS Cont
 \$
 216,564

 Enterprise Funds
 \$
 490,099

 Total
 \$
 1,126,493

12:48 PM

11/14/23

Cash Basis

Hellsgate Fire District Balance Sheet Prev Year Comparison As of October 31, 2023

	Oct 31, 23	Oct 31, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
BENEFIT 920 ACCOUNT	52,749.94	52,048.61	701.33	1.4%
CAPITAL 845 ACCOUNT	127,838.74	126,139.05	1,699.69	1.4%
ENTERPRISE 876 ACCOUNT	380.00	380.00	0.00	0.0%
PAYROLL CHASE ACCOUNT	0.00	112,604.25	-112,604.25	-100.0%
Payroll NBA	92,870.39	0.00	92,870.39	100.0%
PSPRS 890 CONTINGENCY ACCOUNT	217,983.96	313,985.91	-96,001.95	-30.6%
WARRANTS 830 ACCOUNT	819,296.87	644,457.50	174,839.37	27.1%
Total Checking/Savings	1,311,119.90	1,249,615.32	61,504.58	4.9%
Total Current Assets	1,311,119.90	1,249,615.32	61,504.58	4.9%
TOTAL ASSETS	1,311,119.90	1,249,615.32	61,504.58	4.9%
LIABILITIES & EQUITY Liabilities Current Liabilities				
Other Current Liabilities Direct Deposit Liabilities Pavroll Liabilities	-1,688.03	0.00	-1,688.03	-100.0%
AFLAC	96.18	96.18	0.00	0.0%
Dental	402.48	496.47	-93.99	-18.9%
IRS	-27.53	-27.53	0.00	0.0%
Liberty National	109.64	109.64	0.00	0.0%
Medical	606.12	3.377.02	-2.770.90	-82.1%
Nationwide	3,697,42	363.17	3,334,25	918.1%
PSPRS	10,292.40	347.14	9,945.26	2,864.9%
Union Dues	-120.00	-120.00	0.00	0.0%
Vision	17.78	66.88	-49.10	-73.4%
Payroll Liabilities - Other	34,233.53	14,451.78	19,781.75	136.9%
Total Payroll Liabilities	49,308.02	19,160.75	30,147.27	157.3%
Total Other Current Liabilities	47,619.99	19,160.75	28,459.24	148.5%
Total Current Liabilities	47,619.99	19,160.75	28,459.24	148.5%
Total Liabilities	47,619.99	19,160.75	28,459.24	148.5%
Equity				
Opening Balance Equity	721,735.48	721,735.48	0.00	0.0%
Unrestricted Net Assets	369,128.54	510,871.90	-141,743.36	-27.8%
Net Income	172,635.89	-2,152.81	174,788.70	8,119.1%
Total Equity	1,263,499.91	1,230,454.57	33,045.34	2.7%

12:48 PM 11/14/23 Cash Basis		Hellsgate Fi Balance Sheet Prev As of Octobe	Year Comparis	on		
	TOTAL LIABILITIES & EQUITY	Oct 31, 23 1,311,119.90	Oct 31, 22 1,249,615.32	\$ Change 61,504.58	% Change 4.9%	

2023 Wildland Billing Hellsgate Fire Department

								Reimbursed			Expenses	Т	otal Truck
Bill #	Fire Name	Engine Boss	ENG Type	Tru	uck Charges	Emp	loyee Charges	Expenses	Total Bill	No	nreimbursed		Earnings
23-0001	CA-CDD-OSC Support	Doss	Type 3	\$	26,712.00	\$	30,330.59	\$ 10,618.72	\$ 67,661.31	\$	7,241.20	\$	19,470.80
23-0002	2023 OSC Equip Prepo	Doss	Type 3	\$	1,575.00	\$	1,598.24	\$ 638.29	\$ 3,811.53	\$	461.50	\$	1,113.50
23-0003	Tanker	None	WT	\$	875.00	\$	182.64	\$ -	\$ 1,057.64	\$	79.17	\$	795.83
23-0005	Guzzler	Yungkans	WT	\$	3,616.00	\$	1,761.80	\$ ÷.	\$ 5,377.80	\$	244.98	\$	3,371.02
23-0006	Stockton Hill	Yungkans	Type 6	\$	2,465.00	\$	2,570.25	\$ -	\$ 5,035.25	\$	160.13	\$	2,304.87
23-0007	May Cross	Yungkans	Type 6	\$	722.50	\$	917.68	\$ -	\$ 1,640.18	\$	-	\$	722.50
23-0008	DFFM Preposition CY23	Yungkans	Type 6	\$	15,002.50	\$	22,110.94	\$ 5,810.23	\$ 42,923.67	\$	366.24	\$	14,636.26
23-0009	DFFM Preposition	Yungkans	Type 6	\$	6,247.50	\$	7,752.12	\$ 2,275.38	\$ 16,275.00	\$	251.49	\$	5,996.01
23-0010	Brady	Yungkans	Type 6	\$	3,357.50	\$	4,970.14	\$ 45.80	\$ 8,373.44	\$	166.50	\$	3,191.00
23-0011	Valentine	Yungkans	Type 6	\$	4,292.50	\$	6,177.49	\$ -	\$ 10,469.99	\$	147.83	\$	4,144.67
23-0012	2023 ONC Staging	Marsh	Type 3	\$	2,772.00	\$	2,058.42	\$ 889.09	\$ 5,719.51	\$	839.53	\$	1,932.47
23-0013	2023 PNF	Marsh	Type 3	\$	26,460.00	\$	23,370.63	\$ 7,871.02	\$ 57,701.65	\$	2,748.67	\$	23,711.33

Budget Needs:	\$ 159,365.00
2023 Earnings	\$ 81,390.26
Still Needed	\$ (77,974.74)

2023 Wildland Season Employee Costs

	Total Paid Out	Budgeted	Billed	Collected for Manager Services
23-0001/0002	\$ 34,819.37	\$ 5,432.23	\$ 31,928.83	\$ 2,541.70
23-0003	\$ 177.39	\$-	\$ 182.64	\$ 5.25
23-0005	\$ 1,652.07	\$-	\$ 1,761.80	\$ 109.73
23-0006/0007/0008	\$ 29,524.07	\$ 5,069.99	\$ 25,598.87	\$ 1,144.80
23-0009/0010	\$ 13,863.16	\$ 1,690.00	\$ 12,722.26	\$ 549.10
23-0011	\$ 7,622.14	\$ 1,690.00	\$ 6,177.49	\$ 245.34
23-0012/0013	\$ 28,804.30	\$ 4,661.65	\$ 25,429.05	\$ 1,286.40

Total \$ 5,882.32

Hellsgate Fire District Reconciliation Summary WARRANTS 830 ACCOUNT, Period Ending 10/31/2023

	Oct 31, 23	
Beginning Balance		383,010.14
Cleared Transactions		
Checks and Payments - 12 items	-25,517.24	
Deposits and Credits - 1 item	462,316.06	
Total Cleared Transactions	436,798.82	
Cleared Balance		819,808.96
Uncleared Transactions	·····	
Checks and Payments - 4 items	-512.09	
Total Uncleared Transactions	-512.09	
Register Balance as of 10/31/2023		819,296.87
Ending Balance	<u></u>	819,296.87

11/14/23

Hellsgate Fire District Reconciliation Detail WARRANTS 830 ACCOUNT, Period Ending 10/31/2023

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance	ee					383,010.14
Cleared Tran	sactions					
Checks a	nd Payments - 12	items				
Bill Pmt -Check	09/20/2023	19199	Sidney Lex Felker, P	Х	-51.25	-51.25
Bill Pmt -Check	10/04/2023	19205	Securis Insurance P	Х	-18,649.00	-18,700.25
Bill Pmt -Check	10/04/2023	19208	WEX Bank	Х	-2,192.81	-20,893.06
Bill Pmt -Check	10/04/2023	19203	Arizona Fire & Medi	Х	-1,229.64	-22,122.70
Bill Pmt -Check	10/04/2023	19201	A to Z Mechanical S	Х	-740.32	-22,863.02
Bill Pmt -Check	10/04/2023	19202	Alliant Gas	Х	-64.82	-22,927.84
Bill Pmt -Check	10/04/2023	19206	Star Valley Water D	Х	-46.37	-22,974.21
Bill Pmt -Check	10/04/2023	19207	Verizon	Х	-40.01	-23,014.22
Bill Pmt -Check	10/04/2023	19209	Cactus State UOC,	Х	-19.35	-23,033.57
Bill Pmt -Check	10/25/2023	19215	Morey Morris	Х	-1,500.00	-24,533.57
Bill Pmt -Check	10/25/2023	19211	APS	Х	-953.35	-25,486.92
Bill Pmt -Check	10/25/2023	19216	Valley Imaging Solut	х	-30.32	-25,517.24
Total Chec	cks and Payments				-25,517.24	-25,517.24
	and Credits - 1 ite	em				
Deposit	10/31/2023			× _	462,316.06	462,316.06
Total Depo	osits and Credits			_	462,316.06	462,316.06
Total Cleared	Transactions			_	436,798.82	436,798.82
Cleared Balance					436,798.82	819,808.96
Uncleared Tr						
	nd Payments - 4 i				040.00	242.00
Bill Pmt -Check	10/25/2023	19214	Jeff Yungkans		-313.22	-313.22
Bill Pmt -Check	10/25/2023	19213	Century Link		-114.99	-428.21
Bill Pmt -Check	10/25/2023	19210	Alliant Gas		-64.69	-492.90
Bill Pmt -Check	10/25/2023	19212	Cactus State UOC,	-	-19.19	-512.09
Total Chec	cks and Payments			_	-512.09	-512.09
Total Unclear	ed Transactions				-512.09	-512.09
Register Balance as	s of 10/31/2023			_	436,286.73	819,296.87
Ending Balance					436,286.73	819,296.87

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Angie Lecher

From:	Tarango, Tiffiney <ttarango@gilacountyaz.gov></ttarango@gilacountyaz.gov>
Sent:	Thursday, November 9, 2023 10:51 AM
То:	Angie Lecher
Subject:	Hellsgate Fire October 2023 Month End Report
Attachments:	Balance Inquiry for Account 0830000-000-000-000-1012-00.pdf; Balance Inquiry for
	Account 0845000-000-000-000-1012-00.pdf; Balance Inquiry for Account
	0920000-000-000-000-1012-00.pdf; Balance Inquiry for Account
	0876000-000-000-000-1012-00.pdf; Balance Inquiry for Account
	0890000-000-000-1012-00.pdf

Hellsgate Fire

<u></u>	October	2023	
	Current	Prior	
	\$461,144.73	\$1,171.33	
			``
TOTAL	\$461,144.73	\$1,171.33	\$0.00

Tiffiney Tarango Accountant 928-402-8704

Balance Inquiry for Account 0830000-000-000-000-1012-00 From 10/01/23 To 10/31/23

Account 0830000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
10/01/23	Starting Balance					\$383,010.14
10/02/23 01:08 PM	Warrant 8300019199				(\$51.25)	\$382,958.89
10/02/23 05:00 PM	distribution			\$3,048.49		\$386,007.38
10/03/23 05:00 PM	distribution			\$869.26		\$386,876.64
10/04/23 05:00 PM	distribution			\$8,329.77		\$395,206.41
10/05/23 05:00 PM	distribution			\$9,676.84		\$404,883.25
10/06/23 05:00 PM	distribution			\$10,919.12		\$415,802.37
10/09/23 05:00 PM	distribution			\$16,961.07		\$432,763.44
10/10/23 05:00 PM	distribution			\$32,357.81		\$465,121.25
10/11/23 05:00 PM	distribution			\$15,950.77		\$481,072.02
10/12/23 09:30 AM	Warrant 8300019203				(\$1,229.64)	\$479,842.38
10/12/23 05:00 PM	distribution			\$24,287.34		\$504,129.72
10/13/23 10:23 AM	Warrant 8300019202				(\$64.82)	\$504,064.90
10/13/23 10:24 AM	Warrant 8300019205				(\$18,649.00)	\$485,415.90
10/13/23 10:24 AM	Warrant 8300019208				(\$2,192.81)	\$483,223.09
10/13/23 05:00 PM	distribution			\$15,537.35		\$498,760.44
10/16/23 10:25 AM	Warrant 8300019209				(\$19.35)	\$498,741.09
10/16/23 10:25 AM	Warrant 8300019206				(\$46.37)	\$498,694.72
10/16/23 05:00 PM	distribution			\$6,686.02		\$505,380.74
10/17/23 11:04 AM	Warrant 8300019201				(\$740.32)	\$504,640.42
10/17/23 11:04 AM	Warrant 8300019207				(\$40.01)	\$504,600.41
10/17/23 05:00 PM	distribution			\$23,971.88		\$528,572.29
10/18/23 05:00 PM	distribution			\$10,629.19		\$539,201.48
10/19/23 05:00 PM	distribution			\$17,099.27		\$556,300.75
10/20/23 05:00 PM	distribution			\$18,769.91		\$575,070.66
10/23/23 05:00 PM	distribution			\$23,866.79		\$598,937.45
10/24/23 05:00 PM	distribution			\$2,120.95		\$601,058.40
10/25/23 05:00 PM	distribution			\$40,131.22		\$641,189.62
10/26/23 05:00 PM	distribution			\$8,580.42		\$649,770.04
10/27/23 05:00 PM	distribution			\$7,523.05		\$657,293.09
10/30/23 09:27 AM	Warrant 8300019215				(\$1,500.00)	\$655,793.09
10/30/23 05:00 PM	distribution			\$141,705.39		\$797,498.48
10/31/23 10:07 AM	Warrant 8300019211				(\$953.35)	\$796,545.13
10/31/23 10:07 AM	Warrant 8300019216				(\$30.32)	\$796,514.81
10/31/23 05:00 PM	distribution			\$23,294.15	· · ·	\$819,808.96
10/31/23	Ending Balance					\$819,808.96

Balance Inquiry for Account 0830000-000-000-000-1012-00 From 10/01/23 To 10/31/23

	• • • • • • • • •			6 400 700 00
	Change In Balance			\$436,798.82
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tsanchez @ Wed Nov 08 10:53:11 MST 2023

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Hellsgate Fire District Reconciliation Summary Payroll NBA, Period Ending 10/31/2023

	Oct 31, 23	
Beginning Balance Cleared Transactions		138,429.43
Checks and Payments - 25 items	-83,449.18	
Deposits and Credits - 37 items	41,846.68	
Total Cleared Transactions	-41,602.50	
Cleared Balance		96,826.93
Uncleared Transactions Checks and Payments - 5 items	-3,956.54	
Total Uncleared Transactions	-3,956.54	
Register Balance as of 10/31/2023		92,870.39
New Transactions	<u></u>	
Checks and Payments - 3 items	-27,906.90	
Total New Transactions	-27,906.90	
Ending Balance		64,963.49

11:35 AM

Hellsgate Fire District Reconciliation Detail Payroll NBA, Period Ending 10/31/2023

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						138,429.43
Cleared Trans						
Checks an	d Payments - 25					
iability Check	09/28/2023	E-pay	IRS	X	-3,697.38	-3,697.38
iability Check	09/28/2023		HealthEquity	Х	-1,004.84	-4,702.22
iability Check	09/29/2023		Nationwide	X	-897.12	-5,599.34
iability Check	09/29/2023		Nationwide	X	-897.12	-6,496.46
iability Check	09/29/2023		Arizona State Retire	X	-864.44	-7,360.90
iability Check iability Check	09/29/2023		Arizona State Retire Nationwide	X X	-864.44 -475.60	-8,225.34 -8,700.94
iability Check	09/29/2023 09/29/2023		Nationwide	x	-475.80	
iability Check	09/29/2023		Nationwide	Â	-386.18	-9,101.22 -9,487.40
iability Check	09/29/2023		Nationwide	x	-244,50	-9,731.90
Check	10/02/2023		EMI Health	x	-6,386.23	-16,118.13
Check	10/03/2023		Lini i Caldi	x	-700.21	-16,818.34
Check	10/04/2023	1506	IRS	x	-431.95	-17,250.29
iability Check	10/05/2023		Public Safety Retire	x	-5,295.03	-22,545.32
iability Check	10/05/2023		Public Safety Retire	x	-5,105.92	-27,651.24
Check	10/10/2023		AFLAC	x	-59.04	-27,710.28
check	10/10/2023		Liberty National	x	-16.64	-27,726.92
Check	10/11/2023		HealthEquity	Х	-17.50	-27,744.42
iability Check	10/12/2023	E-pay	IRS	Х	-3,546.40	-31,290.82
iability Check	10/12/2023	E-pay	Arizona Department	Х	-746.73	-32,037.55
iability Check	10/13/2023		QuickBooks Payroll	Х	-25,278.59	-57,316.14
iability Check	10/26/2023	E-pay	IRS	Х	-2,919.04	-60,235.18
iability Check	10/26/2023	E-pay	Arizona Department	Х	-662.53	-60,897.71
iability Check	10/27/2023		QuickBooks Payroll	Х	-22,250.80	-83,148.51
Check	10/27/2023		Principal Financial	х	-300.67	-83,449.18
Total Check	s and Payments				-83,449.18	-83,449.18
	nd Credits - 37 if	tems			40.04	40.04
Deposit	10/10/2023			X	16.94	16.94
Deposit	10/18/2023			X	40,407.07	40,424.01
Deposit	10/25/2023			X	182.40	40,606.41
Deposit	10/25/2023			X X	466.30	41,072.71
Deposit Poveboek	10/26/2023 10/30/2023	DD2302	DeGroot, Nicholas	x	773.00 0.00	41,845.71 41,845.71
Paycheck Paycheck	10/30/2023	DD2302 DD2299	Bartlett, Martha K.	x	0.00	41,845.71
Paycheck	10/30/2023	DD2299 DD2305	Lecher, Angela M.	â	0.00	41,845.71
Paycheck	10/30/2023	DD2303 DD2308	Minniss, Sean	x	0.00	41,845.71
Paycheck	10/30/2023	DD2300	Blazer, Nathaniel	x	0.00	41,845.71
Paycheck	10/30/2023	DD2300	Doss, Bobbi A.	x	0.00	41,845.71
Paycheck	10/30/2023	DD2301	Ceja, John J.	x	0.00	41,845.71
aycheck	10/30/2023	DD2301	Stallings, Garrett	x	0.00	41,845.71
aycheck	10/30/2023	DD2307	Marsh, Dustin W.	x	0.00	41,845.71
Paycheck	10/30/2023	DD2314	Yungkans, Jeffery D.	x	0.00	41,845.71
aycheck	10/30/2023	DD2304	Giovanni, Anthony	x	0.00	41,845.71
Paycheck	10/30/2023	DD2313	Wiggins, Brian	x	0.00	41,845.71
Paycheck	10/30/2023	DD2311	Smith, Thorry W.	x	0.00	41,845.71
Paycheck	10/30/2023	DD2306	Lynch, Joseph L	X	0.00	41,845.71
Paycheck	10/30/2023	DD2310	Sekandari, Ilyas	X	0.00	41,845.71
Paycheck	10/30/2023	DD2309	Morris, Morey K	X	0.00	41,845.71
Deposit	10/31/2023		• •	Х	0.97	41,846.68
aycheck	11/13/2023	DD2316	Ceja, John J.	Х	0.00	41,846.68
ayonook	11/13/2023	DD2327	Smith, Coby A.	Х	0.00	41,846.68
•		DD2315	Blazer, Nathaniel	Х	0.00	41,846.68
aycheck	11/13/2023		Yungkans, Jeffery D.	Х	0.00	41,846.68
Paycheck Paycheck Paycheck	11/13/2023	DD2329		х	0.00	41,846.68
Paycheck Paycheck Paycheck		DD2328	Wiggins, Brian			
Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck	11/13/2023 11/13/2023 11/13/2023	DD2328 DD2326	Wiggins, Brian Sekandari, Ilyas	Х	0.00	41,846.68
Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck	11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023	DD2328 DD2326 DD2325	Wiggins, Brian Sekandari, Ilyas Morris, Morey K	X X	0.00 0.00	41,846.68 41,846.68
Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck	11/13/2023 11/13/2023 11/13/2023	DD2328 DD2326 DD2325 DD2324	Wiggins, Brian Sekandari, Ilyas Morris, Morey K Mirabelli, Louis	X X X	0.00 0.00 0.00	41,846.68 41,846.68 41,846.68
Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck	11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023	DD2328 DD2326 DD2325	Wiggins, Brian Sekandari, Ilyas Morris, Morey K	X X X X	0.00 0.00	41,846.68 41,846.68 41,846.68
Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck	11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023	DD2328 DD2326 DD2325 DD2324	Wiggins, Brian Sekandari, Ilyas Morris, Morey K Mirabelli, Louis	X X X X X	0.00 0.00 0.00 0.00 0.00	41,846.68 41,846.68 41,846.68 41,846.68
Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck	11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023	DD2328 DD2326 DD2325 DD2324 DD2323	Wiggins, Brian Sekandari, Ilyas Morris, Morey K Mirabelli, Louis Minniss, Sean Marsh, Dustin W. Lecher, Angela M.	X X X X X X	0.00 0.00 0.00 0.00 0.00 0.00	41,846.68 41,846.68 41,846.68 41,846.68 41,846.68 41,846.68 41,846.68
Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck	11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023	DD2328 DD2326 DD2325 DD2324 DD2323 DD2322 DD2321 DD2320	Wiggins, Brian Sekandari, Ilyas Morris, Morey K Mirabelli, Louis Minniss, Sean Marsh, Dustin W.	X X X X X X X	0.00 0.00 0.00 0.00 0.00 0.00 0.00	41,846.68 41,846.68 41,846.68 41,846.68 41,846.68 41,846.68 41,846.68
Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck Paycheck	11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023 11/13/2023	DD2328 DD2326 DD2325 DD2324 DD2323 DD2322 DD2322 DD2321	Wiggins, Brian Sekandari, Ilyas Morris, Morey K Mirabelli, Louis Minniss, Sean Marsh, Dustin W. Lecher, Angela M.	X X X X X X	0.00 0.00 0.00 0.00 0.00 0.00	41,846.68 41,846.68 41,846.68 41,846.68 41,846.68 41,846.68 41,846.68 41,846.68

Hellsgate Fire District Reconciliation Detail Payroll NBA, Period Ending 10/31/2023

Туре	Date	Num	Name	Clr	Amount	Balance	
Paycheck	11/13/2023	DD2317	DeGroot, Nicholas	X	0.00	41,846.68	
Total Dep	osits and Credits			_	41,846.68	41,846.68	
Total Cleared	d Transactions			_	-41,602.50	-41,602.50	
Cleared Balance					-41,602.50	96,826.93	
Uncleared T							
	nd Payments - 5 i						
Liability Check	09/29/2023	1505	Northern Gila Count		-600.00	-600.00	
Liability Check	10/31/2023		Arizona State Retire		-945.48	-1,545.48	
Liability Check	10/31/2023		Arizona State Retire		-864.44	-2,409.92	
Liability Check	10/31/2023		HealthEquity		-773.31	-3,183.23	
Liability Check	10/31/2023		HealthEquity	-	-773.31	-3,956.54	
Total Che	cks and Payments			_	-3,956.54	-3,956.54	
Total Unclear	red Transactions			_	-3,956.54	-3,956.54	
Register Balance a	s of 10/31/2023				-45,559.04	92,870.39	
New Transa	ctions						
Checks a	nd Payments - 3 i	tems					
Liability Check	11/10/2023		QuickBooks Payroll		-23,366.28	-23,366.28	
Liability Check	11/14/2023	E-pay	IRS		-3,806.34	-27,172.62	
Liability Check	11/14/2023	E-pay	Arizona Department	-	-734.28	-27,906.90	
Total Che	cks and Payments			_	-27,906.90	-27,906.90	
Total New Tr	ansactions			-	-27,906.90	-27,906.90	
Ending Balance					-73,465.94	64,963.49	

E ARIZONA 800.497.8168	Real	DOLLARS CENTS				168 00	4,170 kg	6,232,29	1492 TS	8 243 43	500 00										1	-	To 104,0	91-532/1221 TOTAL ITEMS
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WWW	DATE																							

HELLSGATE FIRE DISTRICT 80 S WALTERS LN PAYSON, AZ 85541

DEPOSIT TICKET

:5454-0116:



352

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

FIRE RECOVERY USA, LLC

TRUST ACCOUNT

51634

HELLSGATE FIRE Date Type Refer 9/17/2023 Bill 14674	rence	Original Amt. 492.75	Balance Due 492.75	9/27/2023 Discount Check Amount	Payment 492.75 492.75
				•	
TRUST ACCOUNT	HELLSGATE 07/10/202	23 LAFAVE, BRAND	ON		492.75

STATE OF ARIZONA REMITTANCE ADVICE

WARRANT NO 210963049

AGY: FOA

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AGENCY CONTACT: BARBARA ALOI

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602-364-1453

2023-0412 09/27/2023 Incident 22023-0412 9/23/2023	GAX, FOA. 240000007878 / 1	\$500.00		
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REMITTANCE ADVICE ABOVE IS BLANK OR NEED MORE DET	AILS OF THE PAYMENT, VISIT HI	TP://WWW.VENF	AY.GAO.AZDOA.G	OV/.
IMINATE LOST OR LATE PAYMENTS! SIGN UP FOR ACH PAYN	MENTS DEPOSITED DIRECTLY IN	TO YOUR ACCO	UNT.	
O TO GAO WEBSITE AT HTTPS://GAO.AZ.GOV/PUBLICATIONS/	FORMS AND LOOK FOR GAO-61	B FORM TO SIGN	UP FOR ACH.	
ENDOR NAME: HELLSGATE FIRE DISTRICT	ISSUE DA	ATE:	WARRA	
ENDOR ID: IV0000010398	09/28/20	23		\$500.00
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FOLD OR SEPARATE AT COLORED LINE BELOW

STATE OF ARIZONA REMITTANCE ADVICE

WARRANT NO 210963761

AGY: FOA

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AGENCY CONTACT: BARBARA ALOI

602-364-1453

INVOICE NO.	INVOICE DT.	INVOICE DESCR	RIPTION	DOCUMENT/LINE NO.	INVOICE AMT.	DISCOUNT AMT.	NET AMT.
2023-HEL-0010	09/12/2023	Brady-PNQH0Q		GAX, FOA, FIRE24000929 / 1	\$8,331.78		
2023-HEL-0010	09/12/2023	Brady-PNQH0Q		GAX, FOA, FIRE24000929 / 2	\$41.66		
2023-HEL-0011	09/13/2023	Valentine-P3QK73	- 1	GAX, FOA, FIRE24000959 / 1	\$10,417.90		
2023-HEL-0011	09/13/2023	Valentine-P3QK73		GAX, FOA, FIRE24000959 / 2	\$52.09		
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GO TO GAO V	VERSITE AT H	TTPS://GAO AZ GOV/PU	JR ACH PAYMI BLICATIONS/F	ENTS DEPOSITED DIRECTLY IN ORMS AND LOOK FOR GAO-618	FORM TO SIGN		
			BLIGHTIGHT			or ron Aon.	
VENDOR NAM	NE: HELLSO	GATE FIRE DISTRICT		ISSUE DA	TE:	WARRA	NT AMOUNT:
VENDOR ID:	IV00000	10398		09/29/20	23		\$18,843.43
		•	FOLD OR SEPA	ARATE AT COLORED LINE BELOW		·····	

STATE OF ARIZONA REMITTANCE ADVICE

4. X

WARRANT NO 210970944

AGY: FOA

AGENCY CONTACT: BARBARA ALOI

602-364-1453

	VOICE DT.		DOCUMENT/LINE NO.	INVOICE AMT.	DISCOUNT AMT.	NET AMT
	09/29/2023	DFFM Preparedness-24m8gn	GAX, FOA, FIRE24001002 / 1	\$16,151.53		
2023-HEL-0009	09/29/2023	DFFM Preparedness-24m8gn	GAX, FOA, FIRE24001002 / 2	\$80.76		
		· ·				
			-			

Hellsgate Fire District Reconciliation Summary ENTERPRISE 876 ACCOUNT, Period Ending 10/31/2023

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	Oct 31, 23
Beginning Balance	380.00
Cleared Balance	380.00
Register Balance as of 10/31/2023	380.00
Ending Balance	380.00

11:18 AM

Hellsgate Fire District Reconciliation Detail ENTERPRISE 876 ACCOUNT, Period Ending 10/31/2023

			Clr	Amount	Balance
					380.00
					380.00
31/2023			_		380.00
			-		380.00
3	1/2023	1/2023	1/2023		1/2023

Balance Inquiry for Account 0876000-000-000-000-1012-00 From 10/01/23 To 10/31/23

Account 0876000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
10/01/23	Starting Balance					\$380.00
10/31/23	Ending Balance					\$380.00
	Change In Balance					\$0.00

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Hellsgate Fire District Reconciliation Summary CAPITAL 845 ACCOUNT, Period Ending 10/31/2023

	Oct 31, 23
Beginning Balance	127,838.74
Cleared Balance	127,838.74
Register Balance as of 10/31/2023	127,838.74
Ending Balance	127,838.74

11:17 AM

Hellsgate Fire District Reconciliation Detail CAPITAL 845 ACCOUNT, Period Ending 10/31/2023

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance Cleared Balance						127,838.74 127,838.74
Register Balance as o	of 10/31/2023					127,838.74
Ending Balance				=		127,838.74

Balance Inquiry for Account 0845000-000-000-000-1012-00 From 10/01/23 To 10/31/23

Account 0845000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
10/01/23	Starting Balance					\$127,838.74
10/31/23	Ending Balance					\$127,838.74
	Change In Balance					\$0.00

11:15 AM

Hellsgate Fire District Reconciliation Detail BENEFIT 920 ACCOUNT, Period Ending 10/31/2023

Туре	Date	Num	Name	Cir	Amount	Balance
Beginning Balance						52,749.94
Cleared Balance				_		52,749.94
Register Balance as of	f 10/31/2023					52,749.94
Ending Balance				_		52,749.94
				=		

Hellsgate Fire District Reconciliation Summary BENEFIT 920 ACCOUNT, Period Ending 10/31/2023

	Oct 31, 23
Beginning Balance	52,749.94
Cleared Balance	52,749.94
Register Balance as of 10/31/2023	52,749.94
Ending Balance	52,749.94

Balance Inquiry for Account 0920000-000-000-000-1012-00 From 10/01/23 To 10/31/23

Account 0920000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
10/01/23	Starting Balance					\$52,749.94
10/31/23	Ending Balance	*************				\$52,749.94
	Change In Balance					\$0.00

1

Hellsgate Fire District Reconciliation Summary PSPRS 890 CONTINGENCY ACCOUNT, Period Ending 10/31/2023

	Oct 31, 23
Beginning Balance	217,983.96
Cleared Balance	217,983.96
Register Balance as of 10/31/2023	217,983.96
Ending Balance	217,983.96

11:18 AM

Hellsgate Fire District Reconciliation Detail PSPRS 890 CONTINGENCY ACCOUNT, Period Ending 10/31/2023

Туре	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						217,983.96
Cleared Balance				_		217,983.96
Register Balance as of	10/31/2023					217,983.96
Ending Balance				-		217,983.96

Balance Inquiry for Account 0890000-000-000-000-1012-00 From 10/01/23 To 10/31/23

Account 0890000-000-000-000-1012-00 Cash with Treasurer

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credits	Balance
10/01/23	Starting Balance		······································			\$217,983.96
10/31/23	Ending Balance					\$217,983.96
	Change In Balance					\$0.00

TO:	Governing Bo	bard					
FROM:	Morey Morris, Fire Chief						
DATE:	November 1	November 15, 2023					
SUBJECT:	Public Forum	Public Forum					
ITEM #:	4&7						
REQUIRED AC	CTION:	⊠ Discussion Only	□Formal Motion	Resolution			
RECOMMENI	DED ACTION:	Approve	Conditional Approval	Deny			
PRESENTED E	BY:	Administration	⊠Fire Chief	□Staff			
	<i>(</i> :	Legal	□Outside Consult				

BACKGROUND

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. The Board is not permitted to discuss or take action on any item raised in the Call to the Public, which are not on the agenda due to restrictions of the Open Meeting Law; however, individual members of the Board are permitted to respond to criticism directed to them. Otherwise, the Board may direct staff to review the matter or that the matter be placed on a future agenda.

RECOMMENDED MOTION

This item should be a discussion only with board directing administration in further actions.

TO:	Governing Bo	bard					
FROM:	Morey Morris, Fire Chief						
DATE:	November 15, 2023						
SUBJECT:	Executive See	Executive Session					
ITEM #:	5. A.						
REQUIRED AC	CTION:	□Discussion Only	⊠Formal Motion	Resolution			
RECOMMEN	DED ACTION:	⊠Approve	Conditional Approval	Deny			
PRESENTED B	SY:	Administration	⊠Fire Chief	Staff			
REVIEWED BY	(:	⊠Legal	□Outside Consult				

BACKGROUND

Pursuant to ARS §38-431.03(A)(7) discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property. Executive Sessions are confidential pursuant to ARS §38-431.03(C).

Chief Morris has been working with Payson Water Company to secure a lease agreement for the use of the property located in Mead Ranch. A proposed agreement has been compiled for board review.

Questions arising from the proposed lease agreement should be discussed and vetted with legal counsel.

Donna Aversa has provided comments regarding questions that arose during the review of the lease agreement.

RECOMMENDED MOTION

Motion to enter into Executive Session.

TO:	Governing Bo	ard				
FROM:	Angie Lecher, Business Manager					
DATE:	November 15	, 2023				
SUBJECT:	Consent Agenda					
ITEM #:	6. A.					
REQUIRED AC	TION:	Discussion Only	⊠Formal Motion	Resolution		
RECOMMEND	ED ACTION:	⊠Approve	□Conditional Approval	Deny		
PRESENTED B	<i>ſ</i> :	Administration	□Fire Chief	□Staff		
REVIEWED BY:			□Outside Consult			
BACKGROUN	D					
In compliance with ARS §38-431.01, approval of:						
Α. ΟСΤΟ	A. OCTOBER 25, 2023 REGULAR SESSION					

RECOMMENDED MOTION

Motion to approve the November 15, 2023 Consent Agenda

*Items listed under consent agenda should be approved by a single motion for all items, unless a board member wishes to discuss an item separately.

**Members of the board do not have to be present at the meeting to approve minutes. When you vote to approve minutes, you are expressing your confidence in the veracity of the preparer and the process. You are not making a personal eyewitness statement that you were there.



HELLSGATE FIRE DISTRICT FIRE BOARD REGULAR MEETING **October 25, 2023**

Station #21 – 80 S. Walters Lane – Star Valley – Training Room

~MINUTES~

1. CALL TO ORDER

Pursuant to notice, a regular meeting of the Hellsgate Fire District (HFD) was called to order by Vice Chairman Scott Plummer at 5:30 PM on Wednesday, October 25, 2023 at the Hellsgate Fire Department Station #21, 80 S. Walters Lane, Star Valley, Arizona. Business Manager Angie Lecher recorded the minutes. A quorum was present, and the meeting, having been duly convened, was ready to proceed with business.

A. ROLL CALL

Board Present: Scott Plummer - Vice Chairman; Nick Fitch - Clerk; Lisa Lamoureux - Member. Board Absent: Garah Monnich - Chairman. Staff Present: Fire Chief Morey Morris; Engineer Sean Minniss; and Business Manager Angie Lecher - Recorder. Public Present: John Jackson, Nicole Lema, Beborah Bain, Robert Bain via zoom: Cris Lecher.

B. SALUTE TO THE FLAG OF THE UNITED STATES OF AMERICA

Pledge of Allegiance was led by all in attendance.

2. REPORTS & CORRESPONDENCE

Pursuant to ARS §38-431.02(K), the following reports and correspondence were provided to the HFD Board of Directors.

A. CHIEFS REPORT

Fire Chief Morey Morris discussed the following topics: Resignation letter from Bill Beller was read to the board. Calls for the month of September, type and total for the year. Building plan reviews for September and total for the year. No update to staff report although changes will be taking place in the next couple of months. No wildland update. With the return of Engineer Sean Minniss, the department maintenance officer, the vehicles will begin their annual checkups. No new grant updates. No new legislative update. No facilities update. Verizon has confirmed that fiber should be installed for the tower operations Nov-Dec of this year. Fire Station 23 lease agreement will be discussed during executive session and action items later in the meeting.

B. AWARDS & RECOGNITION

Bobbi Doss, More Morris, Sean Minniss and Chris Campbell all gained another year of service in October. Angie Lecher and Bobbi Doss celebrated birthdays in the month of October.

3. FINANCIAL REPORTS

Business Manager Angie Lecher

A. SEPTEMBER 2023

Business Manager Lecher presented a short overview of the status of the FY2024 Budget, showing most areas are in line with expectations and are still in line with projections for the current fiscal year.



Wildland expectations are forecasted to be less than budgeted so cost saving measures on other items may need to be considered as the fiscal year progresses. No questions were posed by board members. **MOTION** by Member Lamoureux to approve the September 2023 financial reports as provided by Business Manager Lecher.

MOTION SECONDED by Clerk Fitch MOTION CARRIED 3/0

4. <u>PUBLIC FORUM</u>

Pursuant to ARS §38-431.01(H) the HFD Board allows public comment as time permits.

No public comments were made.

5. EXECUTIVE SESSION

Pursuant to ARS §38-431.03(A)(7) discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property. Executive Sessions are confidential pursuant to ARS §38-431.03(C).

MOTION by Clerk Fitch to enter into executive session to discuss lease contract with Payson Water Company in relation to the Mead Ranch district properties. MOTION SECONDED by Member Lamoureux MOTION CARRIED 3/0

Time Entered Executive Session: 5:57 PM Time Regular Session Resumed: 6:14 PM

6. <u>REGULAR BUISNESS</u>

A. CONSENT AGENDA

All matters under the Consent Agenda are considered by the board to be routine and will be enacted by a single motion approving the Consent Agenda.

Regular Minutes of September 20, 2023
 MOTION by Clerk Fitch to approve the consent agenda.
 MOTION SECONDED by Member Lamoureux
 MOTION CARRIED 3/0

B. BOARD VACANCY

1. Letters of Intent were received from district members Deborah Bain and John Jackson. Business Manager Lecher read 5 letter of support received from public members in support of Deb Bain for



HELLSGATE FIRE DISTRICT FIRE BOARD REGULAR MEETING October 25, 2023

Station #21 – 80 S. Walters Lane – Star Valley – Training Room

the position of Board Member. Deb Bain addressed the board detailing her background in business and her wish to participate as a member of the fire board. John Jackson addressed the board detailing his background in the fire service including getting his start with this very organization.

NOMINATION made by Vice Chairman Plummer in alphabetically calling for Deb Bain to fill the vacated position.

NOMINATION CARRIED 2/1 Plummer, Lamoureux/Fitch

NOMINATION made by Vice Chairman Plummer calling for John Jackson to fill the vacated position.

NOMINATION CARRIED 1/2 Fitch/Plummer, Lamoureux

Discussion was held after nomination made as Clerk Fitch believed the nominations had to be unanimous. After being instructed that they did not Vice Chairman Plummer started to detail why he supported Deb Bain. Discussion ended after it was determined that reasons were not needed.

Business Manager Lecher ensured that Deb Bain had reviewed the open meeting laws as required prior to taking office. The Oath of Office was performed by Business Manager Lecher to swear Deb Bain in as the new board member. She then joined the board for the remainder of the meeting as a board member.

C. STRATEGIC PLANNING

1. Board continued their discussion of forming a strategic committee per board policy, Board Appointed Committees.

Chief Morris discussed his desire to address two areas of concern beginning with apparatus and have two board members, himself and two firefighters on this committee. He discussed that the apparatus committee would discuss the budget concerns and how to fund apparatus through grant efforts. He felt Nick Fitch and Lisa Lamoureux should sit on that committee.

Business Manager Lecher informed the board that the discussion indicated there was some confusion regarding and apparatus committee and a strategic planning committee. A board named committee must meet all the same rules as the board meetings including agendas, minutes, attendance. A strategic planning committee should address all areas of concern including apparatus and budget. She called to board attention the policy in place.

Vice Chairman Plummer asked if the committee reports back to the board of directors and if there was a limit on how many board members could sit on the committee.

It was confirmed by Business Manager Lecher that two members from the board could sit on the committee but no others should attend or be named and that the committee reports back to the board.

Vice Chairman Plummer began to make a motion and name Nick Fitch as chairman and Lisa Lamoureux as members of the committee and requested that Chief Morris provide the names of the other members.



Station #21 - 80 S. Walters Lane - Star Valley - Training Room

Chief Morris informed the board that he wanted Jeff Yungkans and Sean Minniss to be part of the apparatus committee. He also asked John Jackson if he would be interested. After receiving a yes from John Jackson Chief Morris then said for the strategic planning committee he would choose Bobbi Doss and Sean Minniss.

MOTION by Vice Chairman Plummer to name Nick Fitch as the chairman of the strategic planning committee, Lisa Lamoureux, Chief Morey Morris, Bobbi Doss, Sean Minniss and as a public member John Jackson.

MOTION SECONDED by Member Lamoureux MOTION CARRIED 4/0

D. SURPLUS EQUIPMENT

1. Business Manager Lecher informed that this item is a carry over from last month. No additional information had been provided to her for board consideration.

Board discussed how to move this item forward for action.

MOTION by Member Lamoureux that staff shall provide a list of surplus equipment for the board to consider for disposal to next months meeting.

MOTION SECONDED by Clerk Fitch

MOTION CARRIED 4/0

E. BRUSH 213

1. Chief Morris recapping the information provided to the board last month for new board member Deb Bain including the numbering system for apparatus.

Sean Minniss was asked to provide an update about the state of the apparatus by Chief Morris to which he discussed the motor issues with Brush 213.

Chief Morris informed the board that there are three chassis available, Ford, Chevy and Dodge but only Ford and Chevy are accessible through state bid. He acquired bids for both a diesel and gas motor. Staff recommends not to get a gas motor but it does save a lot of money. Vehicle cost is somewhere between \$70 and \$71,000. Budget doesn't support that so he is making attempts to see if a private donor is willing to come up with the money. He wishes for the strategic planning committee to meet about this and make recommendations to the board how to proceed with removing the skid from the old truck, selling the old chassis and having the skid installed on the new chassis.

MOTION by Member Lamoureux to table this item until further information can be provided. MOTION SECONDED by Clerk Fitch MOTION CARRIED 4/0

F. STATION 23

1. Vice Chairman Plummer reminded board members that discussion in executive session are confidential.



HELLSGATE FIRE DISTRICT FIRE BOARD REGULAR MEETING October 25, 2023

Station #21 – 80 S. Walters Lane – Star Valley – Training Room

MOTION by Clerk Fitch to table item until further communication is received from Donna Aversa.

MOTION SECONDED by Member Lamoureux MOTION CARRIED 4/0

G. STIPEND

 Vice Chairman Plummer reminded the board that this item was tabled until payment was received from ARPA. That money was received but the staff recommends to table the item again due to the wildland revenues and financial concerns are stabilized.
 MOTION by Clerk Fitch to table stipends for COVID work until financials indicate stabilization.
 MOTION SECONDED by Member Bain

MOTION CARRIED 4/0

7. PUBLIC FORUM

Pursuant to ARS §38-431.01(H) the HFD Board allows public comment as time permits.

No public comments were made.

8. ADJOURNMENT

Board Vice Chairman Plummer called for an adjournment. MOTION by Clerk Fitch to adjourn the meeting. MOTION SECONDED by Vice Chairman Plummer MOTION CARRIED 4/0

The meeting was adjourned at 6:48 PM Respectfully Submitted, Angie Lecher, Business Manager

TO:	Governing Bo	ard					
FROM:	Morey Morris, Fire Chief						
DATE:	November 15, 2023						
SUBJECT:	Brush 213						
ITEM #:	6. C.						
REQUIRED AC	TION:	□Discussion Only	⊠Formal Motion	Resolution			
RECOMMEND	ED ACTION:	⊠Approve	□Conditional Approval	Deny			
PRESENTED BY:		Administration	⊠Fire Chief	□Staff			
REVIEWED BY:		⊠Legal	□Outside Consult				

BACKGROUND

Board members requested that Chief Morris bring further numbers and possible funding options to replace Brush 213 for their consideration in September.

At the October meeting Chief Morris indicated he was working on funding for the chassis and would bring information back to the board about additional costs and recommendations.

See attached letter.

RECOMMENDED MOTION

Make a motion to approve replacement and designate an amount.

Make a motion to table the item until further information is received.



November 2, 2023

Morey Morris, Fire Chief Hellsgate Fire Department 80 S. Walters Lane Star Valley, AZ 85541

Walter R. Ferguson Charitable DAF

The Hellsgate Fire District is pleased to request funding from the Walter R. Ferguson Charitable Trust for the purchase of a replacement Ford F550 Chassis for an out-of-service fire apparatus (Type 3 Brush Truck). This funding will greatly assist in the financial area that the Fire District does not have adequate funds to resolve the matter.

The Hellsgate Fire District is located in northern Gila County, Arizona. The boundaries are primarily east of Payson, AZ, and extend east, north, and south of Payson, through the Town of Star Valley to the western edge of Christopher Creek, AZ. The District has a substantial number of mountainous areas just south of the Mogollon Rim to the mountain range south. The Department also participates in the Rim Country Automatic Aid consortium that allows fire apparatus and personnel to assist other agencies as the needs arise.

The Fire Department employs full time firefighters along with several reserve firefighters. Hellsgate maintains three fire stations located in Star Valley, Tonto Village and Meads Ranch areas. Fire and EMS response is out of Fire Station 21 in Star Valley.

The Fire Department runs on all calls from 911 callers to fires, medical emergencies (including vehicle accidents), hazardous materials and other service calls. The department has a large area of AZ 260 which extends from Payson to Showlow AZ., and on AZ 87 north and south of Payson. It is in our area and others around the state (as we are called on to respond on fires and other calls for mutual aid, automatic aid and state-wide deployment).

PROPOSED PROJECT-Hellsgate Fire Department (HFD) is in need of replacing one of two Type 3 Fire Engines (Brush Trucks). The Brush Trucks that are in use are over 20 years old and have hundreds of thousands of miles on them. This proposed project is a single-issue project wherein the request is being made to purchase a replacement chassis for one of the two Type 3 Brush Trucks.



OBJECTIVES- If success in receiving financial assistance from the Walter R Ferguson Charitable Trust, HFD will be able to replace one of two older and worn-out Type 3 Brush Trucks. HFD currently must depend on the deployment of the Type 3 Brush Truck on Wildland fire requests during the summer and fall months. This proposed new purchase will allow HFD to deploy this truck on most all requests. This current year, HFD had over a dozen requests for service utilizing a Type 3 unit. We were only able to fill 3 assignments, one using the Ford F550 Brush Truck and 2 with another older truck. During the assignment using the Ford F550, the truck broke down 3 times requiring extensive input from several mechanics to temporarily fix the problem. On the return home from that that assignment, the truck was placed out of service and cannot be used in its current state. This truck has a history of bad mechanical outcomes. The engine was replaced in 2021 at the cost of over \$23,000.00 (currently there is no remedy to resolve the mechanical issue with Ford). Currently, the Tonto National Forest uses HFD for severity deployments in the northern Gila County and southern Coconino County areas. This new truck would be used on those deployments as well. This proposed new truck would also be used during the winter months as it will be a four-wheel drive unit. This past winter season, HFD has had to depend on using the current Type 3 trucks to respond to calls to the forest and wilderness communities. This was due to the snow that had fallen on the roadways and paths to many homeowners' houses. Since the roads are not plowed during the evenings, HFD has had to depend on a response using a 4X4 truck that has the capability to hold water in a tank and has a pump to use in the case of a house fire.

IMPLEMENTATION PLAN-If successful in obtaining financial assistance from the Foundation, Hellsgate Fire will immediately utilize the quote received from a qualified State of AZ approved vendor. Currently, a quote that has been received from the qualified vendor will be sent to a steering committee which in turn will process the information and create a purchase order (following purchasing guidelines) and will order the Ford F550 chassis. This chassis would then be sent to a local company and the current truck with the wildland box that contains the pump, tank and firefighting components would be removed. This box would then be placed on the new chassis. Radios and code 3 equipment would then be transferred as well.

AMOUNT REQUESTED-HFD is requesting \$76,915.00 This amount will purchase from Ford a new 2024 F550 Super Crew 4X4 chassis, with a 6.7L V8 diesel engine with an upgraded suspension which will allow for a heavier payload. This will also allow for delivery of the Chassis to Star Valley and to start the changeover to the new unit.



LEGAL- HFD has worked with the Town of Star Valley, and the funds can be sent to the Town of Star Valley. They in turn, would make out a check to the Hellsgate Fire District.

- The Hellsgate Fire District does not have a 501(c) (3), but is a special taxing district and subsidiary of the State of Arizona; the ability to exist as a political subdivision of the State of Arizona falls under Arizona Revised Statutes (ARS) title 48
- Grants and donations to the Hellsgate Fire District is covered under the Internal Revenue Service (IRS) code IRC 170 (c) (1) as a qualifying organization; additional information may be found at the IRS website under Charitable Contribution Deductions-Qualified Organizations (170 [c])
- > The Tax ID for Hellsgate is 52-1687516
- The Hellsgate Fire District does not have a Consumer's Certificate of Exemption (this is a State of Florida document); however, Hellsgate Fire does exist as a political subdivision from the State of Arizona and IRC 170 (c) (1) does qualify Hellsgate as Qualifying Organization
- The name that can be placed on the grant check is Hellsgate Fire District 80 S. Walters Lane, Star Valley, AZ 85541
- Hellsgate Fire Department has a good working relationship with the Town of Star Valley and they have indicated their willingness to assist in being a pass through account if needs be

I would like to thank the Walter R Ferguson Trust for allowing Hellsgate Fire District to apply for Trust Funding for a valuable asset to the department. This will go a long way in helping us to help others. This will allow us to meet the needs of those that need us.

If there is anything else needed, please do not hesitate to call.

Thanks

Morey Morris Fire Chief Hellsgate Fire District

San Tan Ford	Quote To:	
	Hellsgate Fire Department	QR856
(Ford)	Attn: Morey Morris	11/2/2023
O LONGO	ORDER UNIT	REVISED
Jared Smith	CTR059323	
1429 E. Motorplex Loop		
Gilber, AZ 85297		MSRP

Gilber, AZ 85297 Phone: 480-821-3200 Ext 4099 Cell: 623-302-1154

MSRP \$75,915.00

Page 1 of 2

Line Item:		Description	Price	
1	W5H	2024 F-550 Super Crew Chassis DRW	\$55,189.20	
2	PQ	Race Red		
3	1S	Med Dark Slade Cloth Seat	\$315.00	
4	660A	XL Trim PKG		
5		AM/FM/MP3/CLK		
6	99T	6.7L V8 Diesel	\$9,995.00	
7	44G	10-Speed Auto		
8	TGJ	225 BSW AP 19.5		
9	X4N	4.10 LTD Slip Axle	\$395.00	
10	18B	Platform Running Boards	\$445.00	
11		19500# GVWR		
12	419P	Skid Plates	\$100.00	
13	425	50 State Emissions		
14	512	Spare Tire & Wheel	\$350.00	
15		Jack		
16	65Z	AFT Axle Tank		
17	67X	XTR HS Suspension	\$125.00	
18	76C	EX Backup Alarm	\$175.00	
19	86M	Dual Battery		
20	Tint	Window Tint	\$399.00	

Taxable Total:			\$67,488.20
Sales Tax:			
Fees:			
Warranty:	Optional		
Warranty:	Optional		
Tire Tax:			
Grand Total:		Per Unit	

Qty Requested:____1_

Thank you for this opportunity to gain your business!

To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature:	Date:	
Printed Name:	P.O.#:	

San Tan Ford	Quote	e To:
	Hellsgate Fire Department	QR856
Fined	Attn: Morey Morris	11/2/2023
	ORDER UNIT	REVISED
Jared Smith	CTR059323	
1429 E. Motorplex Loop		
Gilber, AZ 85297		MSRP
Phone: 480-821-3200 E>	ct 4099	\$75,915.00
Cell: 623-302-1154	Page 2 of 2	

Line Item:		Description	Price
1	535	HI Cap Trailer Tow Package	\$580.00
2	68M	Payload Plus Upgrade	\$1,155.00
3	872	Rear Camera & Prep Package	\$415.00
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20		Balance Forward	\$67,488.20

Taxable Total:		\$69,638.20
Sales Tax:		\$5,431.78
Fees:		
Warranty:	Optional	
Warranty:	` Optional	
		47.00
Tire Tax:		\$7.00
Grand Total:	Per Unit	\$75,076.98

Qty Requested:____1___

Thank you for this opportunity to gain your business!

To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature:	Date:
Printed Name:	P.O.#:



November 9, 2023

Hellsgate Fire Board of Directors

Ref: Outcome of Day 1 Strategic Planning Session

Members,

On Wednesday Nov. 8, 2023, the Strategic Planning Committee met at 3PM at FS21. Members in attendance were:

- 1. Nick Fitch, Committee Chair
- 2. Lisa Lamoureux, Board Member
- 3. Bobbi Doss, Fire Captain
- 4. John Jackson, Community Member
- 5. Morey Morris, Fire Chief

An overview of what the committee is being asked to perform was explained. A

Strength/Weakness/Opportunities/Threats (SWOT) Analysis was given, and 4 topics were discussed:

- 1. Apparatus
- 2. Fire Chief
- 3. Facilities
- 4. Future of the Department

Due to time limitations, only the Fire Apparatus was discussed. At that time, BR213 was brought up and all alternatives were explored. Based on the outcome of the discussion from the Committee, it is proposed that the following occur:

- Funding from the WRFDAF in the amount of \$76,915.00 be used to purchase a 2024 Ford F550 Diesel engine powered chassis from San Tan Ford in Gilbert (State of AZ Approved Cooperative Qualified Vendor)
- Take the current BR213 to a local shop (when the new chassis arrives) and have the bed/box with pump and tank removed
- > Have the bed/box then be placed on the new chassis
- > Have the 2 way radio installed using funds remaining from SRPMIC Prop202 funding
- Have the new BR213 sent to a qualified shop and have the lights and siren reinstalled and the bed/box be permanently placed on the chassis

> Take the old chassis and sell it to a local mechanics shop who is offering \$10,000 for the chassis This new chassis will have a four year warranty and with a 100,000 mile powertrain warranty, it will allow HFD to be able to respond to Wildland Deployments with a Type 3.

This is our report. Signed

Morey Morris, Fire Chief, For the Planning Committee

HELLSGATE FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing Bo	bard			
FROM:	Morey Morri	Morey Morris, Fire Chief			
DATE:	November 15	November 15, 2023			
SUBJECT:	Station 23				
ITEM #:	6. D.				
REQUIRED AC	CTION:	□Discussion Only	⊠Formal Motion	Resolution	
RECOMMEN	DED ACTION:	⊠Approve	Conditional Approval	Deny	
PRESENTED B	SY:	Administration	⊠Fire Chief	□Staff	
REVIEWED BY	<i>(</i> :	⊠Legal	□Outside Consult		

BACKGROUND

This item will be discussed with board members in executive session. Further information was received from district attorney Donna Aversa. Board needs to discuss if they wish to have any further information prior to presenting a final lease agreement to Payson Water Company for approval.

RECOMMENDED MOTION

Motion to direct staff to acquire further information or changes to the proposed lease agreement.

Motion to approve the provided lease agreement to be forwarded to Payson Water Company for final consideration.

LEASE

BY AND BETWEEN

HELLSGATE FIRE DEPARTMENT

AND

PAYSON WATER COMPANY

DATED: DECEMBER 1, 2023

LEASE

THIS LEASE ("Lease") made and entered into as of the 1^{ST} day of December, 2023, by and between HELLSGATE FIRE DEPARTMENT ("Landlord") and PAYSON WATER COMPANY ("Tenant").

RECITALS::

- A. Landlord is the owner of the Leased Property Tenant is in possession and control of the Leased Property.
- B. Tenant is in possession and control of the Leased Property.
- C. Tenant is the successor to one or more entities that have been in continuous possession of the Leased Property for more than a decade operating a water supply system including operating and maintaining a well, water tank and storage sheds. Tenant has not paid property taxes to Landlord nor been asked by Landlord to pay property taxes during the entire time it has been in possession of the Leased Property. Tenant pays the property taxes it is directly assessed as an Arizona public service corporation and as of the date of this Lease is current on all property taxes it has been assessed.
- D. Landlord reasonably believes that the Leased Property is currently considered tax-exempt by Gila County, however, if Gila County changes the tax-exempt status, Gila County will assess property taxes on the Lease Property.
- E. Landlord and Tenant mutually desire to establish terms and conditions under which Tenant may maintain possession and use of the Leased Property to continue operation of its water supply system as set forth in this Lease or choose to terminate this Lease should property taxes be assessed on the Leased Property in an amount greater than Tenant is willing to pay for the Leased Property.

The parties hereto hereby covenant and agree as follows:

1. RECTALS.

1.1 The Recitals above are incorporated into the terms and conditions of this Lease.

2. PROPERTY, PREMISES AND USE:

- 2.1 Landlord is owner of two parcels collectively referred to as the Leased Property:
 - 1177 N. Mountain View Terrace, Payson, AZ 85541, parcel # 302-22-065B as further illustrated <u>ATTACHMENT</u> A (individually referred to as the "Leased Property #1"); and,
 - 2 398 N. Brook Lane, Payson, AZ 85541, parcel # 302-22-062 062 as further illustrated <u>ATTACHMENT</u> A (individually referred to as the "Leased Property #2").
- 2.2 Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Property including improvement solely and exclusively for the purpose of

operating Tenant's water utility company in full compliance with any applicable laws, ordinances and any rules and regulations adopted by Landlord from time to time.

2.3 Other than its right to possession of the Leased Property under the terms and conditions of this Lease, Tenant has no right, claim, title, interest, easement, or otherwise in or to the Lease Property.

- 3. <u>RENT</u>:
- <u>3.1</u> <u>Base Rent</u>. Base Rent for the Leased Property shall be \$800.00 per month. Tenant agrees to pay to Landlord the Base Rent in advance on or before the first day of each calendar month during the Term of this Lease as defined in Section 3.
- 3.2 Additional Rent. As Additional Rent, the Tenant shall pay all amounts actually due and payable for property taxes for the period of time Tenant actually occupies the Leased Property under this Lease. Should Tenant exercise its right to terminate this Lease under Section 4.4, Tenant's liability and obligation for payment of property taxes shall cease except for Tenant's pro rata share of any property taxes that have not yet been assessed but cover a period of time during which Tenant occupied the Leased Property under this Lease.
- <u>3.3</u> <u>Rent</u>. The terms Rent or Rents include Base Rent and Additional Rent.

4. <u>TERM; POSSESSION</u>:

4.1 <u>Term.</u> The term of this Lease (the "Term") is for a period of five (5) years commencing as of the 1^{st} day of December, 2023 ("Commencement Date") and ending at midnight on the 31^{st} day of December, 2028("Expiration Date"), unless extended or sooner terminated as hereinafter provided. Landlord shall confirm possession of the Leased Property to Tenant on the Commencement Date. Any reference to the Term of this Lease includes any renewal or extensions of the original term.

4.2 <u>Renewal</u>. Tenant may, upon providing the Landlord with written notice sixty (60) days prior to any Expiration Date and providing that Tenant is not in default under the terms of this Lease, extend this Lease for a three-year term (the "Extended Term").

4.3 <u>Lease</u>. The term Lease includes this Lease and any subsequent renewal, amendment, or extension of this Lease.

4.3 <u>Rent on Renewal</u>. The Base Rent for any Extended Term shall be an increase over the Base Rent of the prior Term by 5%.

4.4 Tenant's <u>Right to Terminate for Property Tax Liability</u>. Tenant has the right to terminate that Lease by providing notice of Tenant's intent to terminate no later than Thirty (30) days after Tenant has been asked to pay any amount of Additional Rent. If Tenant exercises this right to terminate, Tenant shall vacate the Leased Property within Sixty (60) days of notice of termination and tenant will remain liable for all Rent until such time as it vacates the Leased Property.

5. <u>MAINTENANCE AND REPAIR OF LEASED PROPERTY</u>:

5.1 Tenant shall be primarily responsible for all maintenance, repairs, and upkeep of the Leased Property including prompt removal of rubbish, keeping the Leased Property free of weeds, and maintaining the Leased in a safe condition.

5.2 Under no circumstances shall hazardous waste be permitted on the Leased property.

6. <u>UTILITIES</u>:

6.1 Tenant shall be responsible for all utilities associated with the Leased property.

7. <u>INSURANCE AND INDEMNITY</u>:

7.1 <u>Insurance</u>. At its own expense, Tenant shall obtain and maintain in effect during the time this Lease remains in effect and during such other time as Tenant occupies the Leased Property or any part thereof, insurance policies, including third-party liability insurance, covering Tenant's use of the Leased Property including but not limited to the operation of its water utility business. Such insurance shall be at commercially reasonable levels given Tenant's use of the Leased Property and cover all furnishings, fixtures, equipment, and property of every kind and description of Tenant and of persons claiming by or through Tenant which may be on the Leased Property. Landlord shall be named as an additional insured on all such insurance policies.

7.2. <u>Waiver of Recovery</u>. Landlord shall not be liable to Tenant or to any insurance company insuring the Tenant (by way of subrogation or otherwise) for any loss or damage to any structure, building, or other tangible property, or any resulting loss of income, even though such damage or loss might have been occasioned by the negligence of Landlord or any of their agents or employees, if any such loss or damage is covered by insurance benefiting Tenant suffering such loss or damage or was required of Tenant to be covered by insurance pursuant to this Lease.

7.3. <u>Indemnity</u>. Tenant does hereby assume liability for, and does hereby agree to indemnify, protect, defend, save and hold harmless Landlord, its officers, directors, agents and employees, from and against any and all liabilities, obligations, claims, actions, demands, fines, suits, judgments, penalties, damages and losses (including all of the costs, fees and expenses connected therewith or incident thereto) for death of or injury to any person whomsoever and for loss of, damage to, or destruction of any property whatsoever (including loss of use thereof) arising out of the negligent or willful act or omission of Tenant, its officers, employees, agents or contractors as they relate to Tenant's use and/or occupancy of the Leased Property. Landlord does hereby assume liability for, and does hereby agree to indemnify, protect, defend, save and hold harmless Tenant, its officers, directors, agents and employees, from and against any and all liabilities, obligations, claims, actions, demands, fines, suits,

judgments, penalties, damages and losses (including all of the costs, fees and expenses connected therewith or incident thereto) for death of or injury to any person whomsoever and for loss of, damage to, or destruction of any property whatsoever (including loss of use thereof) arising out of the negligent or willful act or omission of Landlord, its officers, employees, agents or contractors as they relate to the Leased Property. The obligations to indemnify under this provision will survive termination of the Lease.

8. <u>ASSIGNMENT AND SUBLETTING</u>:

Tenant shall not assign this Lease or sublet any part and/or all of the Leased Property without the prior written consent of Landlord. No assignment or subletting shall release Tenant from any of its obligations or liabilities under this Lease.

9. <u>SUBORDINATION</u>:

Tenant agrees that this Lease is subordinate to any lien including any deed of trust arising out of any security instrument duly executed by the Landlord charged against the Leased Property, or any portion or portions thereof. Tenant agrees to execute promptly at any time and from time-to-time such documents as may be reasonably required to acknowledge and effectuate such subordination.

10. <u>ACCESS</u>:

10.1 <u>Landlord's Access</u>. Landlord, Landlord's agents, employees and contractors shall have the right to enter the Leased Property at reasonable times with prior reasonable notice to Tenant for the purpose of inspecting the same; and further, Landlord, its employees, agents and contractors shall have the right to enter the Leased Property without notice at any time as may be necessary for the purpose of making emergency repairs thereto; provided in every instance, however, that any such party so entering the Leased Property shall cause as little inconvenience, annoyance and disturbance to Tenant as may be reasonably possible under the circumstances.

10.2 <u>Security</u>. Tenant agrees to make all reasonable efforts to ensure that Landlord, Tenant, their respective employees, agents, and invitees, and the Leased Property are always secure and safe.

11. <u>DEFAULT</u>:

11.1 If Tenant at any time during the Term of this Lease shall either:

(a) Default in the payment of any installment of Base Rent, or fail to pay Additional Rent when due, or to pay any other sum specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or (b) Default in the observance or performance of any of Tenant's other obligation under this Lease (other than the covenant to pay Rent or any other sum herein specified to be paid by Tenant) and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default;

then, upon the happening of any one or more of such events of default and the expiration of the applicable period of time for curing such default, Landlord may, without further notice to Tenant and without further demand for any payment due or for the observance or performance of any of said terms, conditions or agreements, elect to do one or more of the following: (1) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the actual and reasonable cost of which performance by Landlord shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand; (2) terminate this Lease and re-enter said Leased Property and remove all persons and all of Tenant's personal property therefrom, using such force as may be necessary, and again possess said Leased Property as its own; or (3) exercise any other right or remedy available to Landlord at law or in equity. In the event Landlord re-enters the Leased Property and removes Tenant (if Tenant is still in possession) from the Leased Property, regardless of whether or not Landlord shall have terminated this Lease, Tenant will nevertheless remain liable for all Rents which may then be due and which shall thereafter become due for the balance of the Term (reduced, however, by any sums received by Landlord upon any reletting of any portion of the Leased Property during the Term). In addition, Tenant shall be liable for all reasonable costs, fees and expenses (including reasonable attorneys' fees) incurred by Landlord in pursuit of its remedies hereunder.

11.2 Landlord shall be in default if after receiving written notice from Tenant of a material breach of its obligations under this Lease, Landlord fails to cure said deficiency within a reasonable period of time. In the event that Landlord fails to cure said material breach within a reasonable period of time, Tenant may cure said material breach at Landlord's expense and setoff said expense against amounts due under this Lease or, if the cost of curing the material breach exceeds one month of Rent due hereunder or if the material breach is such that Tenant is incapable of curing the breach through self-help, then Tenant may terminate this Lease.

12. HOLDING OVER:

12.1 In the event Tenant remains in possession of the Leased Property after the expiration of the Term without securing an extension for an Extended Term as provided herein, Tenant shall be deemed to be a tenant from month-to-month only, at one hundred fifty percent (150%) of the monthly installment of Rent in effect during the last month of the expired Term. Except as aforesaid, such tenancy shall be upon and subject to the terms of this Lease. Either party may terminate such month-to-month tenancy by giving to the other at least thirty (30) days prior written notice of its intent to terminate. Nothing herein, however, shall be deemed to grant to Tenant the right to hold over in the Leased Property beyond the expiration of the Term, and Landlord shall be entitled to all remedies available to it, in law or in equity, as a result of any holding over without Landlord's consent.

13. <u>SURRENDER</u>:

Tenant agrees to quit and surrender possession of the Leased Property to Landlord at the expiration of the Term and shall remove all personal property and restore any damage caused to the Leased Property by such removal.

14. <u>LIENS</u>:

Tenant shall keep the Leased Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold Landlord harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Leased Property to be released of record by payment or posting of a proper bond within thirty (30) days after written request by Landlord. Tenant's obligation to indemnify under this provision will survive termination of this Lease.

15. <u>ATTORNEYS' FEES</u>:

If either party brings any action or legal proceeding for damages for an alleged breach of any provision of this Lease, to recover Rents or other sums due, to terminate the tenancy of the Leased Property, or to enforce, protect or establish any term, condition or covenant of this Lease or right of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs to be fixed and determined by the court in such action or proceeding.

16. <u>COMPLIANCE WITH LAWS</u>:

Tenant shall, at all times during the Term and at its sole cost and expense, promptly comply with all governmental laws, ordinances, rules, regulations and requirements which may be applicable to the particular manner in which Tenant conducts its business on the Leased Property and performance of Tenant's obligations under this Lease on the Property.

17. <u>MISCELLANEOUS PROVISIONS</u>:

17.1. <u>Time Periods</u>. All periods of time referred to in this Lease shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, however if the date or last date to perform any act or give notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act, notice or approval shall be timely if performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

17.2 <u>Waiver</u>. The waiver by Landlord or Tenant of any breach of any term, condition or covenant of this Lease shall not be deemed to be a waiver of such provision or any subsequent breach of the same or any other term, condition or covenant of this Lease. No

covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing and signed by Landlord or Tenant, respectively.

17.3. <u>Severability</u>. If any provisions of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

17.4. <u>Relationship</u>. Nothing contained in this Lease shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

17.5. <u>Captions</u>. The captions and headings used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

17.6. <u>Entire Agreement</u>. This Lease is the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

17.7. <u>Strict Construction</u>. This Lease is intended to express the mutual intent of the parties hereto, and no rule of strict construction shall be applied against either Landlord or Tenant.

17.8. <u>Time of the Essence</u>. Time is of the essence for the performance of each term, condition and covenant of this Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

LANDLORD: HELLSGATE FIRE DEPARTMENT An Arizona Fire District

Monnick Ma

By: Its Board Chairperson

TENANT: PAYSON WATER COMPANY, INC. An Arizona Corporation

Jason Williamson, President

HELLSGATE FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing Board			
FROM:	Angie Lecher,	Business Manager		
DATE:	November 15	i, 2023		
SUBJECT:	Policies 40.03, 40.05, 40.09, 40.21, 40.22, 40.23 and 40.28			
ITEM #:	6. E.			
REQUIRED AC	TION:	Discussion Only	⊠Formal Motion	Resolution
RECOMMEND	ED ACTION:	Approve	Conditional Approval	Deny
PRESENTED B	Y:	Administration	□Fire Chief	□Staff
REVIEWED BY	:	Legal	⊠Outside Consult	

BACKGROUND

The board hired Brenda Tranchina in 2017 as our outside consult for personnel policies. After a review of several policies many have not been updated when changes were made. These changes are provided in "red-line" versions for the Board Members to review. Many of the changes are to bring the policies back in line with established practice. Business Manager Lecher will discuss each policy and the revisions provided, when or how the changes evolved and any other concerns. Staff members have reviewed the proposed revisions and weighted in regarding suggestions.

**The policies have taken longer than anticipated to provide the board time to review all changes and receive input from the Union regarding these changes. I've uploaded all the policies with their current suggested revisions but wish for the board to postpone final approval until the Union responds. If no correspondence is received by December 6 from the Union then policy revisions should move forward for approval without further delay.

RECOMMENDED MOTION

Motion to approve the revisions provided on policies 40.03, 40.05, 40.09, 40.21, 40.22 and 40.28. Additionally to readopt 40.23 officially as this policy wasn't accidentally left off the approval list in 2017 with the proposed changes from that version.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED: **40.03 PTO** 40.00 Employee Benefits 10/08/2014 7/01/17, 07/01/18, 6/9/21, <u>11/15/23</u>

I. PURPOSE

To provide a paid time off benefit that will provide payment for time off for restful break from the work routine as well as provide income protection in the event of illness or injury; and to meet the statutory requirements for earned paid sick time as set forth in the Fair Wages and Healthy Families Act.

II. SCOPE

This policy applies to all full-time employees and part-time administrative employees.

III. POLICY

HFD shall provide PTO accrual on a bi-weekly basis for all full-time suppression personnel as follows:

Years of Service	Bi-Weekly Accumulation
0-4	10.15 hours (264 hrs./yr)
5-9	12.00 hours (312 hrs./yr)
10-14	14.77 hours (384 hrs./yr)
15-19	16.62 hours (432 hrs./yr)
20+	18.46 hours (480 hrs./yr)

HFD shall provide PTO accrual on a bi-weekly basis for all full-time administrative employees as follows:

Years of Service	Bi-Weekly Accumulation
0-4	6.15 hours (160 hrs./yr)
5-9	7.69 hours (200 hrs./yr)
10-14	9.23 hours (240 hrs./yr)
15-19	10.77 hours (280 hrs./yr)
20+	12.31 hours (320 hrs./yr)

IV. DEFINITION

A. For purposes of any unscheduled PTO hours, the definition of **immediate family member** shall include:



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED:

40.03 PTO 40.00 Employee Benefits 10/08/2014 7/01/17, 07/01/18, 6/9/21, <u>11/15/23</u>

- A child of any age (biological, adopted, foster, stepchild, child of a domestic partner, a legal ward, or any child to whom the employee is *in loco parentis* or was when the person was a minor)
- A parent (a biological, stepparent, adoptive parent, foster parent, or legal guardian of an employee or the employee's spouse/domestic partner, or a person who stood *in loco parentis* when the employee or employee's spouse/domestic partner was a minor child)
- A spouse or domestic partner
- A grandparent, grandchild or sibling (biological, foster, adoptive or step-relationship of the employee or employee's spouse/domestic partner)
- Any other individual related by blood or affinity whose close association with the employee is equivalent to a family relationship.
- **B.** Earned Paid Sick Time -- The first forty hours in the year of an employee's unscheduled PTO hours shall be designated as EPST, which can be used in the following circumstances:
 - For the employee's own medical illness, injury or health condition, or for care/treatment of such; or for preventative medical care.
 - For the care of a family member (as defined in Section IV above) with an illness, injury or health condition, or for their care/treatment of such, or for their preventative medical care.
 - In the event of closure of the District due to a public health emergency or employee's need to care for a child whose school or place of care has been closed due to a public health emergency, or if the employee or a family member has been determined by health authorities to jeopardize the health of others because of exposure to a communicable disease.
 - For the purpose of absence needed due to domestic violence, sexual violence, abuse or stalking, provided that the time away from work is to allow the employee to obtain the following assistance for himself or a family member:
 - Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
 - Services from a domestic violence or sexual violence program or victim services organization;
 - Psychological or other counseling;
 - Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or
 - Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED: **40.03 PTO** 40.00 Employee Benefits 10/08/2014 7/01/17, 07/01/18, 6/9/21, <u>11/15/23</u>

V. GUIDELINES

- A. Forty hours of the annual PTO allotment is intended to meet the statutory requirements for Earned Paid Sick Time (EPST), as required under the Arizona Fair Wage and Healthy Families Act. The first 40 hours in the year of unscheduled PTO shall be designated as EPST.
- B. PTO is to be used at the discretion of the individual employee. While a portion of the time is intended for rest and relaxation, it is strongly encouraged that employees maintain a balance of time in order to provide income protection in the event of illness, injury or a need to attend to medical care of oneself or family members.

PTO Accrual

- C. Part-time employees shall receive PTO accrual on a pro-rated basis; the accrual rate shall be determined by dividing the average number of hours worked per week by forty.
- D. Maximum accrual of PTO shall be two times the employee's annual accrual rate. If an employee reaches his maximum accrual, there shall be no further accrual until such time that PTO hours are used.
- E. The effective date for change in accrual rate is the first day of the pay period following the employee's anniversary date.
- F. Under extenuating circumstances, the Fire Chief may allow an employee to carry-over PTO hours in excess of the maximum allowable. The Fire Chief shall notify the employee in writing of such an exception and shall insure that the excess accrual is used as soon as possible. Carry-over exceptions shall not be granted for more than two consecutive years.
- G. An employee who has a minimum of one year's annual PTO accrual has the option to sell back PTO hours at 50% of hisat their hourly rate. Suppression personnel may sell back up to 48 hours at a 1:1 rate and 48 hours at a 2:1 rate; administrative or non-shift suppression personnel may sell back up to 40 hours at a 1:1 rate and 40 hours at a 2:1 rate. The opportunity for sell back of PTO hours shall be between December 1 15 of each year; it shall be the responsibility of the employee to notify Administration by written request, within this time frame if he wishes to sell back and PTO.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED: **40.03 PTO** 40.00 Employee Benefits 10/08/2014 7/01/17, 07/01/18, 6/9/21, <u>11/15/23</u>

PTO Usage

- H. Scheduled PTO should be requested no later than two weeks prior to the requested PTO (see Procedure below).
- I. Scheduled PTO may be taken in increments not to exceed four calendar weeks.
- J. Unscheduled PTO may be taken in the event of unforeseen medical situations that render the employee unable to work, or if the employee is needed to care for a family member with an illness or injury.
- K. In the event that a supervisor or duty officer believes that an employee should not be at work due to illness, the employee may be asked to go home and be required to use accrued PTO.
- L. In the event that a suppression employee is out on PTO for three consecutive scheduled workdays or five consecutive scheduled workdays for administrative employees for medical reasons, the employee shall be required to provide a written doctor's release to return to work.
- M. In the event that any employee is out for more than three consecutive scheduled work days (up to 40 hours) for a qualifying event under the EPST law, the District may require documentation that the time was used for any of the purposes listed in the Definition section above. If the absence is due to the employee's health issue or the employee's family member's health issue, documentation from the health care provider shall be acceptable. If the absence is due to domestic violence, sexual violence, abuse or stalking the employee may provide written documentation from law enforcement, the courts (court order, protective order, injunction against harassment, etc.), an attorney involved in the matter, the domestic or sexual violence program or victim services program, a witness advocate, clergy or medical professional, or from the employee himself.
- N. If the employee is using the unscheduled PTO hours as his EPST, he shall not be requested to explain the nature of the health condition or the nature of the domestic violence, sexual violence, abuse or stalking. Any information the District may receive shall be kept confidential.
- O. Likewise, when an employee is absent from work the day before or the day after a holiday or vacation day or anytime during the two week period prior to termination, and the time off is



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED:

40.03 PTO 40.00 Employee Benefits 10/08/2014 7/01/17, 07/01/18, 6/9/21, <u>11/15/23</u>

unscheduled PTO, the Fire Chief may opt to require the employee to provide a written doctor's release to return to work.

- P. At the discretion of the Fire Chief, the employee may also be required to undergo a Return to Work Evaluation or a Fitness for Duty Examination through a District-appointed physician. In such event, the District shall cover the cost of such examination.
- Q. The bi-weekly accrual is based upon completion of the pay period. An employee who has not completed a pay period shall receive PTO accrual on a pro-rated basis in accordance with the number of paid hours for that pay period.
- R. PTO hours shall be counted as "hours worked" for purposes of the calculation of overtime.
- S. Any accrued PTO hours will be paid at 50% upon termination of employment if the employee has completed six months of employment. Any accrued PTO hours will be paid at 75% if the employee is retiring under a District-sponsored qualified retirement plan.
- T. While PTO accrual begins on the first day of full-time or part-time employment (not reserve), it is not earned and therefore cannot be used until the completion of 90 days of employment.
- U. Employees shall not be discriminated against or subjected to retaliation for using up to 40 hours of unscheduled PTO to cover qualifying events under the EPST. Information regarding employees' rights under the Fair Wage and Healthy Families Act is provided on a poster on the District's bulletin boards for employees. Additional information is available on the Industrial Commission's website at www.azica.gov.

V. PROCEDURE

- A. Employees requesting PTO for purposes of vacation are to submit a Leave Request form at least two weeks in advance to their supervisor, who shall verify availability and forward to the Fire Chief for review and final approval.
- B. PTO leave requests shall be considered on a first come, first serve basis. In the event of conflicting schedules, the Fire Chief will review and give final approval.
- C. For purposes of determining PTO on major holidays, a lottery drawing will occur once a year, at which time suppression employees shall be able to request PTO time for these holidays. This lottery shall be held at the discretion of the Fire Chief.

HELLSGATE FIRE DISTRICT HUMAN RESOURCE POLICY GUIDELINES



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED:

40.03 PTO 40.00 Employee Benefits 10/08/2014 7/01/17, 07/01/18, 6/9/21, <u>11/15/23</u>

- D. The employee shall arrange for coverage based upon HFD availability. If no coverage is available, the Fire Chief shall determine if he will find replacement coverage or deny the employee's request.
- E. An employee should not assume that a PTO request has been approved until the approved leave request has been returned.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE: **40.05 Life & Disability Insurance** 40.00 Employee Benefits 1/14/2009 12/14/<u>20</u>17<u>, 11/15/2023</u>

I. PURPOSE

To provide income protection in the event of an employee's disability, and to provide a death benefit to the designated beneficiary of the employee.

II. SCOPE

This policy applies to all employees of the District.

III. POLICY

- A. The value of the term life insurance policy shall be payable to the employee's designated beneficiary.
- B. HFD shall pay the entire premium of the life insurance policy.
- <u>C.</u> HFD shall provide <u>separate life</u>, <u>accidental death & dismemberment (AD/D)</u> short-term <u>(STD)</u> and long-term <u>(LTD)</u> disability coverage at no cost to <u>all full-time</u> <u>the</u> employee<u>s</u>.
- D. HFD shall pay for an Accident and Sickness policy on behalf of all suppression employees. If the member is receiving benefits under policy 40.28 the district will use the weekly approved rate to mitigate the district expenses in the same manner as workers compensation payments are handled. If the member is no longer receiving benefits under policy 40.28 the benefit will be directed to the employee.
- C.E. HFD shall pay for an Accident and Sickness policy on behalf of all reserve employees. Reserve employees will receive the benefit directly from the carrier.
- D.F. Detailed information on insurance plans shall be provided to employees at the time of hire and anytime plan changes occur thereafter.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE: **40.09 Deferred Compensation Plan** 40.00 Employee Benefits 1/14/2009 12/14/2017, 11/15/2023

I. PURPOSE

To assist employees in financial preparation for retirement.

II. SCOPE

This policy applies to all employees.

III. POLICY

It is the policy of the HFD to assist employees in preparing for their retirement by offering a deferred compensation retirement plan.

IV. GUIDELINES

- A. <u>Full-time administrative employees shall be enrolled in the ASRS SSDP Deferred</u> <u>Compensation 457 Plan with Nationwide in lieu of contributions to Social</u> <u>Security.Employees become eligible upon hire for participation in a 457 Deferred</u> <u>Compensation plan. Administrative employees shall receive a District contribution of 6.2%</u> <u>in lieu of contribution to Social Security.</u>
- B. Reserve employees become eligible for automatic participation in the deferred compensation 401a plan upon their date of employment. The employee <u>shall contribute a minimum of 5% of gross earnings. Theand</u> District <u>will match the 5%</u>-contribution <u>shall be 11.2% of gross earnings.</u>
- C. Any <u>member belonging to PSPRS employee</u> may <u>contribute additional funds to the PSPRS</u> <u>457 Plan with Nationwideparticipate in the 457 plan.</u> If a full-time employee elects to participate in the deferred compensation program, he must submit form 08-PPG-027 (Deferred Compensation). <u>Likewise, if a reserve employee elects to contribute an amount in</u> <u>excess of the required amount, he must submit the form 08-PPG-027 (Deferred Compensation).</u>
- D. The purpose of the plan is to provide retirement benefits, not to provide loans.
- E. The 401a and 457 Deferred Compensation plans are administered in accordance with applicable IRS and ERISA regulations.

HELLSGATE FIRE DISTRICT HUMAN RESOURCE POLICY GUIDELINES



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE:

40.09 Deferred Compensation Plan 40.00 Employee Benefits 1/14/2009 12/14/<u>20</u>17<u>, 11/15/2023</u>

F. Further details of the plan are available through the Administration office.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE: 40.24 European Assistance Durantee (E

40.21 Employee Assistance Program (EAP) 40.00 Employee Benefits 1/14/2009 3/13/2019, 6/9/2021<u>, 11/15/2023</u>

I. PURPOSE

To provide employees and their families with professional psychological counseling for either job-related problems or problems that may affect job performance.

II. SCOPE

This policy applies to all employees of the HFD.

III. POLICY

It is the policy of HFD to make available <u>psychological additional</u> counseling to <u>full-time</u> employees and their eligible dependents through the District's health insurance provider.

HFD provides a Member Family Assistance Program to all employees and their eligible family members to support the health and wellness of first responder.

Additionally, <u>psychological</u> counseling is available to all employees for Critical Incident Stress Debriefing and/or traumatic events counseling following incidents which may have caused excess stress or trauma to the employee.

IV. GUIDELINES

A. Entry into the program can be through three different mechanisms:

Voluntary – Employees and/or dependents may contact the health insurance provider directly to schedule an appointment.

Job-Related/Supervisory Referral – The supervisor, in conjunction with the employee, may schedule an appointment with the appropriate provider through the health insurance provider.

Critical incident Stress Debriefing – Any employee of the District may contact the Fire Chief if the employee believes a debriefing is necessary following an incident. The Fire Chief or his designee shall coordinate with the appropriate provider to schedule the session.

General Employee Counseling

B. If an employee chooses to seek assistance through the EAP, the time spent in the counseling sessions shall not be paid. The employee may opt to use accrued EPST or PTO to cover such absences.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE:

40.21 Employee Assistance Program (EAP) 40.00 Employee Benefits 1/14/2009 3/13/2019, 6/9/2021<u>, 11/15/2023</u>

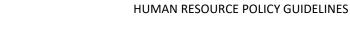
- C. In the event that a supervisor believes an employee should be sent for counseling, the supervisor shall notify the Fire Chief of the situation to receive further direction with regard to obtaining approval from the District. The employee shall be required to attend counseling session(s), and the cost of the co-payment shall be covered by the District. In such a situation where the employee is required to attend counseling sessions, the employee shall be compensated for the time required to attend the sessions.
- D. Confidentiality in supervisory referrals is imperative. The supervisor shall refrain from discussing the situation with anyone except the Fire Chief and his designee.

Critical Incident Stress Management

- E. Any employee of the District may contact the Fire Chief if the employee believes a debriefing is necessary following an incident. The Fire Chief or his designated representative shall coordinate with the appropriate provider to schedule the session.
- F. If a critical incident stress debriefing is held, all matters discussed within the session shall be confidential. Any employee who participates in a debriefing session is required to adhere to the confidentiality standard set forth.

Traumatic Events Counseling

- G. In the event that any emergency response employee is exposed to one of the following events while in the course of duty, he shall be entitled to up to 12 visits of licensed counseling, the cost of which shall be borne by the District:
 - 1. Witnessing the death of another peace officer or emergency responder while engaged in the line of duty;
 - 2. Witnessing the death or maiming or visually witnessing the immediate aftermath of such death or maiming of a human being.
 - 3. Responding to or being directly involved in a criminal investigation of a dangerous crime against a child punishable under A.R.S. 13-705.
 - 4. Requiring rescue in the line of duty when one's life was endangered.
 - 5. Responding to or being directly involved in an investigation regarding the drowning or near drowning of a child.
 - 6. Using deadly force or being subjected to deadly force in the line of duty, regardless of whether the employee is physically injured.
 - 7. Witnessing the death of another peace officer or firefighter while engaged in the line of duty.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE: **40.21 Employee Assistance Program (EAP)** 40.00 Employee Benefits 1/14/2009 3/13/2019, 6/9/2021<u>, 11/15/2023</u>

- H. Time in attendance at the traumatic events counseling shall be considered compensable and the employee shall not be required to use his earned leave time.
- I. In the event that the licensed mental health counselor determines that the employee is in need of additional counseling visits, the employee may be entitled to up to an additional 24 visits within one year after the first visit.
- J. In the event that the licensed mental health counselor determines that the employee is not fit for duty while the employee is receiving treatment pursuant to the traumatic event, the District shall ensure that the employee has no loss of pay and benefits for up to 30 calendar days per incident after the licensed mental health professional determines that the employee is not fit for duty if all the following apply:
 - 1. If the employee is unable to work light duty or the District does not have a light duty option,
 - 2. The employee has exhausted his paid leave,
 - 3. If the employee does not have short-term disability benefits,
- K. Participation in the traumatic events counseling that is paid by the District does not create a presumption that a related claim is compensable under Workers' Compensation.
- L. In the event that any HFD emergency response employee is exposed to one of the events noted in Guideline H above, the employee shall notify the Fire Chief of a need for the traumatic events counseling; the Fire Chief shall take the necessary steps to ensure that appropriate assistance is provided to the employee to secure such counseling.
- M. The District shall ensure compliance with all necessary provisions of state statute regarding traumatic events counseling.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE: **40.22 Educational Assistance & Incentive** 40.00 Employee Benefits 1/14/2009 12/14/17<u>, 11/15/2023</u>

I. PURPOSE

To assist employees in obtaining additional education or training to increase their competence in their present position, to prepare them for advancement within the District, and to financially reward them for furthering their college education.

II. SCOPE

This policy applies to all full-time employees of the HFD who have completed the initial probationary period. Additionally, part-time or reserve employees may be granted educational assistance in limited circumstances.

III. POLICY

It is the policy of HFD to encourage professional development for employees by providing assistance with educational expenses.

IV. GUIDELINES

A. Educational Assistance for Job-Related Training or Seminars

- 1. Employees wishing to enroll in job-related seminars or training courses (i.e., State Fire Marshal classes, NWCG or AGTS courses, etc.) shall submit to the Training Officer a request for approval at least two weeks prior to the class date. The program manager shall forward the request to the Fire Chief for final approval.
- 2. Each request for education assistance shall be considered on an individual basis, evaluating such factors including, but not limited to, the nature of the training seminar or course, the benefits to be derived by the employee and the District, the costs involved, and the level of responsibility of the employee.
- 3. In the event that approval is granted for an out-of-town training course, related travel and per diem expenses shall be covered according to *Policy 40.23 Travel/Per Diem Reimbursement*. All pre-approved expenditures shall be paid or reimbursed upon submission of receipts.
- 4. Depending upon the nature of the course and the circumstances related to the training, the hours spent in the training course may or may not be considered to be compensable. If the course is District-mandated, the hours will be paid; if the course is not District-mandated, payment for hours in attendance will be at the discretion of the Fire Chief.

HUMAN RESOURCE POLICY GUIDELINES



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE:

40.22 Educational Assistance & Incentive 40.00 Employee Benefits 1/14/2009 12/14/17<u>, 11/15/2023</u>

- 5. If an employee elects to attend a training course without prior approval, the District shall not be responsible for covering the cost of the course and/or related expenses. The employee may elect to use PTO or shift trades to alter his work schedule in order to attend the course.
- 6. Failure to attend a scheduled course or failure to complete the course may result in the employee being required to reimburse the District for all funds expended on the course if the District is unable to send an alternate or to receive a refund for prepaid tuition.
- 7. Those courses or seminars that an employee opts to attend as preparation for promotional opportunities shall not be considered as District-sponsored with regard to educational assistance.
- 8. The Battalion Chief may approve suppression employees to attend classes held within the District or adjacent areas while on duty. In such circumstance, the employee shall remain available for emergency response to an alarm within the area where the class is held, and may be called to respond outside the area at the request of a Chief Officer.

B. Tuition Reimbursement for College Coursework

- 1. A reserve employee who is hired and does not possess the basic certification of Firefighter I & II and EMT B must obtain those qualifications within two years of the date of employment. Exception may be granted by the Fire Chief if the courses are not offered locally within that time frame.
- <u>1</u>2. Reimbursement for college courses shall be considered on an individual case basis, but must be job-related and/or part of an overall job-related degree program. In order to be eligible for reimbursement for general education courses, an employee must be able to show the plan for the degree program. Employees shall not be eligible to receive reimbursement for more elective courses than are required by the designated degree program.
- 23. Employees who elect to further themselves by pursuing a college education are strongly encouraged to do so. If prior approval is received, successful completion of the course shall entitle the employee to reimbursement of the tuition for the college courses, up to an annual maximum of \$xxxx for lower division and \$xxxx for upper division. In order to receive the reimbursement, the employee must submit form 08-PPG-019 Expense Agreement.
- <u>3</u>4. There will be no reimbursement for books, materials, parking fees, transcript or graduation fees.

HUMAN RESOURCE POLICY GUIDELINES



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE: **40.22 Educational Assistance & Incentive** 40.00 Employee Benefits 1/14/2009 12/14/17<u>, 11/15/2023</u>

- <u>45</u>. Hours spent in college courses shall not be considered as compensable time. When a class is held during an employee's regularly scheduled work time, the employee shall be responsible for securing a trade, or in the case of an administrative employee, making arrangements with the supervisor to flex the work hours.
- 56. As a condition of receiving tuition reimbursement, an employee may be required to sign an agreement to serve a specified period of time following course completion and tuition reimbursement. The terms of such an agreement shall be set forth in writing at the time of approval for reimbursement.

C. Education Assistance for Medical Certification

- 1. HFD supports employees in their pursuit of ACLS certification. Tuition for ACLS classes may be paid by the District for any employee who receives pre-approval by the Fire Chief and has been accepted into a paramedic class. In the event that such approval and acceptance has been obtained, the employee shall be paid for class time that falls during the employee's regular work schedule. Class hours that fall outside of the employee's normal work schedule shall not be considered compensable. Specific guidelines regarding ACLS training are set forth in Standard Operating Procedures.
- 2. If the State or other licensing authority mandates a seminar or refresher training course in order to maintain certification (i.e., state requirements for continuing education for EMT or CEP), the District shall bear the cost of the course and the hours spent in the refresher course shall be counted as compensable time.

D. Education Incentive

 Employees who elect to further themselves by pursuing a college education are strongly encouraged to do so, and may be eligible for educational incentive pay upon completion of a pre-approved degree program. The Training Officer and Fire Chief shall consider requests for educational incentive for college courses on an individual case basis. Consideration shall be based on the factors note in Guideline "B" of this policy, along with their relatedness to an approved degree or certificated program.



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED DATE: **40.23 Travel Expense & Per Diem** 40.00 Employee Benefits 1/14/2009 11/15/2023

I. PURPOSE

To establish equitable and consistent guidelines for assisting employees with the costs of jobrelated travel.

II. SCOPE

This policy applies to all employees of the District.

III. POLICY

Any employee who is involved in job-related travel shall be eligible for reimbursement for travel and per diem costs according to the following guidelines.

IV. GUIDELINES

- A. Any employee who is authorized to travel outside of the District and requires overnight lodging shall be granted lodging expenses according to a daily rate as established by gsa.gov for the area in which the employee is traveling to.
- B. Per Diem travel allowance shall be granted to any employee required to travel outside of the District, according to a schedule set by current gsa.gov standards.
- C. Travel and per diem expenses shall be submitted to and approved by the Fire Chief.
- D. In the event of required travel, employees should use District vehicles, unless such a vehicle is not available. If a District vehicle is available and the employee chooses not to use it, the employee shall only be eligible to receive reimbursement at a the rate set by gsa.gov for government-furnished automobile available. Any special circumstances that warrant use of private automobiles, such as travel with family members, shall be addressed by the Fire Chief on an individual case basis.
- E. In order to receive travel reimbursement, the employee shall submit the written approval from the Fire Chief along with receipts and documentation for miles traveled to the business manager.

HELLSGATE FIRE DISTRICT PERSONNEL POLICY GUIDELINES



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED:

40.28 Supplemental Benefits Plan 40.00 Employee Benefits 11/9/2016 6/14/2017, 11/15/2023

I. PURPOSE

The purpose of this policy is to provide a Supplemental Benefits Plan in accordance with A.R.S. § 38-961 Public Safety Officer; Duty-related Injury; Supplemental Benefits Plan, definition.

II. SCOPE

This policy applies to eligible public safety employees injured while on duty.

III. POLICY

It is the policy of the District to provide a Supplemental Benefits Plan for eligible public safety employees to avoid a loss of income and applicable benefits in accordance with A.R.S. § 38-961 as outlined in the guidelines below.

IV. DEFINITIONS

For the purposes of this policy, **"eligible public safety employee"** means an individual who is a member of the Public Safety Personnel Retirement System (PSPRS) who is receiving worker's compensation benefits as a result of an injury or illness that was incurred in the line of duty to the extent that the employee cannot perform the functions of their position or is not able to work a light duty assignment.

V. GUIDELINES

- A. The District shall compensate an eligible public safety employee on leave for a work related injury at the same base pay earned at the time of the injury.
- B. The District shall continue to pay the District's portion of the health care benefits enrolled in at the time of the employee's injury. The employee remains responsible for paying their portion of dependent's health care premiums and/or any other elective benefits or insurance.
- C. The District shall continue to pay contributions to PSPRS, and the employee is entitled to accrue credited service for the period of time participating in the Supplemental Benefits Plan.
- D. The employee shall not accrue additional earned paid sick time (EPST) or personal time off (PTO), nor shall EPST or PTO leave be decreased on the employee's account while participating in the Supplemental Benefits Plan.

HELLSGATE FIRE DISTRICT PERSONNEL POLICY GUIDELINES



CODE/TITLE: SECTION: EFFECTIVE DATE: REVISED: **40.28 Supplemental Benefits Plan** 40.00 Employee Benefits 11/9/2016 6/14/2017, 11/15/2023

- E. The employee may be granted benefits under the Supplemental Benefits Plan for an initial six-month period.
- F. An employee participating in the Supplemental Benefits Plan shall comply with all risk management requirements, evaluations for light duty assignments, and rehabilitation programs. If the employee fails to comply, participation in the Supplemental Benefits Plan shall be terminated.

VI. PROCEDURES

- A. An eligible public safety employee shall apply in writing to the District to participate in the Supplemental Benefits Plan.
- B. The District shall determine on an individual basis if an employee is entitled to participate in the Supplemental Benefits Plan. An employee may be excluded from participation if their injury is the result of the employee's gross negligence, unlawful acts, or any condition the District finds to be in violation of standards of conduct.
- C. An employee participating in the Supplemental Benefits Plan must continue to submit a timesheet for each pay period with missed time notes as "Paid Leave".
- D. An employee participating in the Supplemental Benefits Plan shall sign over and surrender to the District all benefit checks have deductions shown on paystubs that represents the amount paid to the employee by the worker's compensation fund for lost time.
- D.E.An employee participating in the Supplemental Benefits Plan shall not receive the benefit checks paid to the District by the Accident & Sickness Policy.

HELLSGATE FIRE DISTRICT BOARD COMMUNICATION MEMORANDUM

TO:	Governing Board			
FROM:	Morey Morris, Fire Chief			
DATE:	November 15, 2023			
SUBJECT:	District Attorney of Record			
ITEM #:	6. F.			
REQUIRED ACTION:		Discussion Only	⊠Formal Motion	Resolution
RECOMMENDED ACTION:		⊠Approve	Conditional Approval	Deny
PRESENTED BY:		Administration	⊠Fire Chief	Staff
REVIEWED BY:		Legal	□Outside Consult	

BACKGROUND

After several attempts to work with the current district attorney of record Donna Aversa, staff is recommending that the board reach out to other attorneys for consideration of representation.

Donna Aversa has been the attorney of record since 2017. Over the years she has represented the district well enough. It has been increasingly difficult to garner a response from her regarding contracts including the lease agreement that the district has been working on and the chiefs contract. Many emails and phone calls have gone without a response and the staff has sometimes had to move forward without direction from the district attorney. Staff wishes the board to request proposals from recommended attorneys to change the district attorney of record.

RECOMMENDED MOTION

Motion to direct staff to bring back contractual agreements from recommended attorneys to select one for the district attorney of record at next month's meeting.