



PUBLIC NOTICE
REGULAR BOARD MEETING AGENDA
Wednesday, December 18, 2024
Station 32, 8905 Koch Field Road, Flagstaff AZ 6:00 pm

www.zoom.us / Meeting ID: 885 2281 1636 Passcode 432385

<https://us02web.zoom.us/j/88522811636?pwd=dIVDTzJzOHRRZWthaGdnU0gyTWtkQT09>

Pursuant to A.R.S. 38-431.01, notice is hereby given to the Board of Directors and the public that the Summit Fire District will hold a Regular Meeting open to the public. The Governing Board of Summit Fire & Medical District will meet in a **Regular Session on Wednesday December 18, 2024, at 6:00 p.m. The meeting will be held in person and remotely through technological means (see above).** The meeting room will be open to the public at 5:30pm. Members of the Governing Board will attend either in person or by technological means. The Board may vote to go into Executive Session on any agenda item, pursuant to ARS 38-431.03(A)(3) Discussion or consultation for legal advice with the county attorney or attorneys of the public body. ***All items are set for possible action.***

1. CALL TO ORDER
2. ROLL CALL OF BOARD MEMBERS / AFFIRMATION OF QUORUM
3. PLEDGE OF ALLEGIANCE
4. OATH OF OFFICE- **JAMES TIMNEY, MICHAEL DIVITTORIO**

5. **CALL TO THE PUBLIC**

The Chairman shall announce this portion of the District Board meeting as a Call to the Public which is for public input/comment, in accordance with A.R.S. §38-431.0(H). Those wishing to address the Board regarding an issue within the jurisdiction of this public body may do so by completing a Request to Comment Form and submitting it to the Staff in person. If attending via remote, comments are to be sent to Staff via chat options prior to the start of the meeting. Individuals addressing the Board are limited to two minutes for their comments but may submit written comments for the Board records. The Chairman will recognize each individual. **The Governing Board cannot discuss or take legal action on any issues raised during the Public Forum unless they are agendaized due to restrictions of the Open Meeting Laws.**

6. **CONSENT AGENDA** – Items on the consent agenda are of a routine nature or have been previously studied by the Governing Board. Items on the Consent agenda are intended to be acted upon in one motion unless the Board wishes to hear any of the items separately.
 - a. Discussion and Approval of the Regular Board Meeting Minutes of November 20, 2024
 - b. Approval of Reconciliations and Financial Reports for November 2024

7. **Current Events Summaries, Reports, and/or Correspondence**– In accordance with A.R.S. 38-431.02(K), ***the Board shall not propose, discuss, deliberate, or take legal action*** on any matter in the following summaries:
 - a. Monthly Run Report – On Duty Battalion Chief
 - b. Monthly Chief Updates - Chief Gaillard, Chief Wilson, Chief Fennell
 - c. Local 1505 Update – Union Representative
 - d. Coconino County Update

8. **NEW BUSINESS / ACTION ITEMS - Public Comment:** Public comment/input is welcomed after each agenda item of New Business/Action Items and Unfinished Business. Individual comments are limited to two minutes per individual and must pertain to the specific agenda item.
 - a. Review, discuss, and possible action on the **update to Policy 503 Compensation.**
 - b. Review, discuss, and possible action on the **update to Policy 111 Termination of Employment.**
 - c. Review, discuss, and possible action on the **American Tower cell contract.**

9. **FIRE BOARD COMMENTS**- Board Member comments are meant to inform and clarify. No action will be taken. Only Board Members can speak.

ADJOURNMENT

Posted on or before December 17, 2024, which is at least 24 hours prior to the Public Hearing. The complete packet of information from the Board meetings or portions thereof is available from the Administrative Office upon completion of a Public Records Request. The District Administrative Office is accessible to the handicapped. In compliance with the Americans with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the Summit Fire and Medical District Administrative Offices (928-526-9537) at least twenty-four hours before the meeting.



December 18, 2024

STATE OF ARIZONA

COUNTY OF Coconino

I, **James Timney**, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of SUMMIT FIRE BOARD OFFICER according to the best of my ability, so help me God (or so I do affirm).

Signature: _____

Subscribed and sworn to before me this ____ day of _____, 20 ____

Notary Public: _____ My commission expires: _____

A.R.S. § 38-231. Officers and employees required to take loyalty oath; form; classification; definition

A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.

B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.

C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.

D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempted from any compliance with this section

E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation: State of Arizona, County of Coconino, I, **Rick Parker** do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of Summit Fire and Medical Board Member according to the best of my ability, so help me God (or so I do affirm).

F. For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.



December 18, 2024

STATE OF ARIZONA

COUNTY OF Coconino

I, **Michael DiVittorio**, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona; that I will bear true faith and allegiance to the same, and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of SUMMIT FIRE BOARD OFFICER according to the best of my ability, so help me God (or so I do affirm).

Signature: _____

Subscribed and sworn to before me this ____ day of _____, 20 ____

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BOARD MEETING MINUTES

Wednesday, November 20, 2024

Station 32, 8905 Koch Field Road, Flagstaff AZ

- **CALL TO ORDER**

Board Chair Timney called the Regular Board Meeting to order at 6:00 pm.

- **ROLL CALL OF BOARD MEMBERS / AFFIRMATION OF QUORUM**

Members Present: Chair Timney, Board Members Scott Walton, Jim Duskocil, Rick Parker and Robb Faus

Members Absent: none

Administration: FC Gaillard, DC Wilson, DC Fennell, BC Palm, V Fennema, T Schieffer

- **Pledge of Allegiance**

- **Badge Pinning for Captain David Russo**

- **CALL TO THE PUBLIC – N/A**

- **CONSENT AGENDA**

- Discussion and Approval of the Regular Board Meeting Minutes of October 16, 2024
- Approval of Reconciliations and Financial Reports for October 2024.

Board Member Rick Parker motioned to approve the minutes from the October 16st meeting, and the financial reports for October 2024. Motion was seconded by Robb Faus.

Vote Conducted. MOTION PASSED unanimously.

AYES: Walton, Timney, Faus, Duskocil, Parker

NAYES: None

- **Current Events Summaries, Reports, and/or Correspondence**

- a. Monthly Run Report

BC Palm reported:

- Run report for October 2024. Total of 119 calls, with 73 being emergent calls. Call distribution is as follows: District 31 had 30 calls, District 32 had 64, and District 37 had 25.
- Avg response times: Sta# 31 at 8.00 min, #32 at 5.47 mins, #33 at 8.22, #37 at 8.11.
- Auto aid given by us: 16; Auto aid we received: 5.
- We assisted Forest Service on a wildland fire turned structure fire. Wildfire was contained, Connex storage container was a total loss, but crews were able to keep it from getting to the house.
- Trends lately- Multiple pediatric seizures calls lately. Medics from SFMD & GMT were able to provide meds and get them out of the seizure prior to arrival at FMC.
- District 32 had a call with multiple victims with stab wounds. Just got word today that the one surviving victim is doing fairly well and should be released from the hospital soon.
- Update on trainings: SIMS baby, Engineer Task Books sign offs, and a 4-hour multi-agency Officer Leadership Training on the role of the Supervisor in handling employees who need disciplinary measures.

b. Monthly Chief Updates: DC Wilson (Fennell and Gaillard are down at CEOP class)

FC Gaillard

- Great work being done by the Wildland Fire Management group. Working on a community wide plan to study how wildfire moves through the area. A regional grant was awarded to cover the cost of the study.

DC Wilson

- AP Triton has completed their analysis for the Feasibility Study. They want us to give it one final look to validate the data, then send it back to them for the final product. So the plan right now is to put it on the January agenda for AP Triton to give their presentation to the board. They will also be presenting to City Council at a January council meeting.

DC Fennell

- Captain Rich Jamison left to go to Ponderosa Fire so that resulted in the promotion of Capt. Russo which you saw this evening, as well as a promotion for Gannon Hunt to Engineer. That has exhausted our Captains Promotion List so we will be testing for that in April.
- Shout out to FF Maguire Harrison. He took over the Pub Ed program and has been doing a great job with presentations at the school

Labor 1505: N/A

• **NEW BUSINESS / ACTION ITEMS**

- a. Approval of the Quote from Niles Radio to purchase 5 new CradlePoints for the trucks for a total cost of \$22,197.28

Motion to approve the purchase of 5 new CradlePoint devices through Niles Radio was made by Board Member Parker, seconded by Board Member Walton.

Vote Conducted. MOTION PAST ALL IN FAVOR

AYES: Timney, Walton, Faus, Duskocil, Parker

- b. Approval of the 2025 Board Meeting Calendar.

Motion to approve the 2025 Summit Fire & Medical District Board Meeting Calendar as written was made by Board Member Faus, seconded by Board Member Parker.

Vote Conducted. MOTION PAST ALL IN FAVOR

AYES: Timney, Walton, Faus, Duskocil, Parker

- c. Appointment of a Fire Board Chair and Clerk for 2025, effective December 1, 2025.

Motion to appoint Jim Timney as Board Chair was made by Board Member Parker, seconded by Board Member Walton.

Vote Conducted. MOTION PAST ALL IN FAVOR

AYES: Timney, Walton, Faus, Duskocil, Parker

Motion to appoint Robb Faus as Board Clerk was made by Board Member Walton, seconded by Board Member Parker.

Vote Conducted. MOTION PAST ALL IN FAVOR

AYES: Timney, Walton, Faus, Duskocil, Parker

- **Fire Board Comments:**
 - Parker-Thank you for everyone here especially the citizens who show up to listen to us and we are happy to hear from you. Thank you to the administration for all you do as well.
 - Walton- Thank you all the hard work put into the AVL, Mutual Aid, Automatic Aid programs. Appreciates the time and effort put into all the work for the board meetings.
 - Faus- Proud to serve, thank you to the Ruggles for coming out, and for the staff who do so much of the work.
 - Dorskocil – Taken aback when he got the call from Chair Timney about the selection on Wednesday. Disappointed, feels like he didn't get to state his case.
 - Parker- We all respect Jim, however we cannot discuss what happened in Executive Session. (interview process on 11-19-24)
 - Walton-We have guidelines, processes we have to follow. Worked with Jim for 30 years, it's nothing personal. We have a job to do.

- **ADJOURNMENT:** Board Meeting adjourned at 7:12 pm
Motion to adjourn by Board Member Parker, seconded by Board Member Faus.
Vote Conducted. MOTION PAST ALL IN FAVOR
AYES: Timney, Faus, Walton, Parker

Respectfully submitted by:

Robb Faus, Board Clerk

Summit Fire & Medical District Account Balances

Registered Balance	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	June 2025
Budget Stabilization	\$2,621,004.43	\$2,212,805.86	\$1,962,770.05	\$2,838,380.81	\$4,627,996.44							
OWA	\$206,544.54	\$235,968.53	\$216,167.41	\$212,580.92	\$239,762.02							
Petty Cash	\$1,903.94	\$2,084.69	\$2,034.69	\$3,228.43	\$3,077.90							
Capital	\$120,044.52	\$120,171.16	\$120,413.24	\$120,813.32	\$120,910.62							
Westside Capital	\$438,719.52	\$439,137.57	\$440,022.22	\$441,484.21	\$441,839.75							
Emergency	\$269,075.35	\$269,331.75	\$269,874.32	\$270,770.98	\$270,989.04							
Debt Services / GO	\$12,593.23	\$13,076.01	\$16,273.50	\$67,426.55	\$143,645.76							
Contingency / COP	\$1,777,204.90	\$1,777,204.90	\$1,777,204.90	\$1,777,204.90	\$1,777,204.90							
TOTAL	\$5,447,090.43	\$5,069,780.47	\$4,804,760.33	\$5,731,890.12	\$7,625,426.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ACTUALS	YTD actuals	YTD Budgeted	Over / Under	% of Budget
Revenue	\$3,766,580.57	\$4,200,879.85	-\$434,299.28	90%
Expenses	\$2,381,520.23	\$2,153,175.32	\$228,344.91	111%
Net Income	\$1,385,060.34	\$2,047,704.53	-\$662,644.19	68%

October: NO FDAT revenue. (-80K from last year); -240k Grant funds last year; W/C 60k more this year; Dispatch 78k from last year hit, Feasibility Study 11k Budgeted Revenue for Oct: Grants Income 183,334; OWA income 226735.65 = \$410,069 less revenue

Summit Fire District Profit & Loss Budget vs. Actual November 2024

	Nov 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1100 TAX REVENUE				
1101 Property Tax	1,899,307.61	897,392.00	1,001,915.61	211.65%
1102 FDAT	196,090.34	69,533.00	126,557.34	282.01%
1103 Delinquent Property Tax	6,409.32	4,228.12	2,181.20	151.59%
Total 1100 TAX REVENUE	2,101,807.27	971,153.12	1,130,654.15	216.42%
1200 GRANTS				
1210 Other Grants	0.00	45,833.33	-45,833.33	0.0%
Total 1200 GRANTS	0.00	45,833.33	-45,833.33	0.0%
1300 MISC INCOME				
1301 OWA Income	27,004.56	79,166.68	-52,162.12	34.11%
1302 Interest	2,739.60	8,632.37	-5,892.77	31.74%
1304 Contracts with Towers	3,419.11	3,384.49	34.62	101.02%
1305 Out of District Calls	520.00	149.50	370.50	347.83%
1308 Service Subscriptions	0.00	0.00	0.00	0.0%
1310 Misc. Income	0.00	333.33	-333.33	0.0%
1311 Maint Facility Income	6,038.41	6,771.16	-732.75	89.18%
1312 Community Room Rental	300.00	600.00	-300.00	50.0%
1315 SSFND-Smart & Safe AZ Fund	0.00	0.00	0.00	0.0%
1300 MISC INCOME - Other	0.00	0.00	0.00	0.0%
Total 1300 MISC INCOME	40,021.68	99,037.53	-59,015.85	40.41%
Total Income	2,141,828.95	1,116,023.98	1,025,804.97	191.92%
Gross Profit	2,141,828.95	1,116,023.98	1,025,804.97	191.92%
Expense				
2000 PERSONNEL SALARIES				
2009 Acting Pay				
2009 .1 Acting Pay BC	72.00	0.00	72.00	100.0%
2009. 2 Acting Captain	960.00	144.00	816.00	666.67%
2009.3 Acting Engineer	711.75	54.00	657.75	1,318.06%
Total 2009 Acting Pay	1,743.75	198.00	1,545.75	880.68%
2032 OWA Backfill	0.00	0.00	0.00	0.0%
2033 OWA OT	0.00	0.00	0.00	0.0%
2034 OWA Eng Boss	0.00	0.00	0.00	0.0%
2035 OWA Payroll	0.00	0.00	0.00	0.0%
2036 OWA Single Resource OT	0.00	0.00	0.00	0.0%
2037 OWA Holiday Pay	0.00	0.00	0.00	0.0%
2070 Battalion Chief	15,822.36	22,424.69	-6,602.33	70.56%
2071 Administrative Officer	5,151.01	5,716.36	-565.35	90.11%
2072 Admin Assistant II	3,634.59	4,380.65	-746.06	82.97%
2073 EVT Mechanic III	5,105.96	5,653.18	-547.22	90.32%
2073.2 EVT Mechanic II	3,370.84	5,374.75	-2,003.91	62.72%

Summit Fire District Profit & Loss Budget vs. Actual November 2024

	Nov 24	Budget	\$ Over Budget	% of Budget
2075 Captains	44,066.95	61,217.50	-17,150.55	71.98%
2076 Engineer	39,741.17	38,000.00	1,741.17	104.58%
2077 Firefighters	51,877.32	64,629.00	-12,751.68	80.27%
2081 FLSA	3,793.80	3,232.10	561.70	117.38%
2082 Overtime				
2082.1 OT FireOfficer 1	0.00	0.00	0.00	0.0%
2082.2 OT FireOfficer Recall	0.00	0.00	0.00	0.0%
2082 Overtime - Other	34,438.96	30,661.91	3,777.05	112.32%
Total 2082 Overtime	34,438.96	30,661.91	3,777.05	112.32%
2083 Vacation Leave	22,137.16	8,842.28	13,294.88	250.36%
2084 Sick Leave	5,048.27	8,310.32	-3,262.05	60.75%
2088 Holiday Pay	2,955.28	2,882.16	73.12	102.54%
2099.1 Vacation Leave Payout	7,572.20	0.00	7,572.20	100.0%
2099.2 Sick Leave Payout	12,691.51	10,636.26	2,055.25	119.32%
Total 2000 PERSONNEL SALARIES	259,151.13	272,159.16	-13,008.03	95.22%
2080 PSPRS	0.00	0.00	0.00	0.0%
2200 PENSION				
2201 NationW Hybrid Tier 3 FD	2,637.50	1,324.16	1,313.34	199.18%
2202 NationW - Tier 2 FD	192.01	203.31	-11.30	94.44%
2203 NationW DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2204 PSPRS - DROP	0.00	0.00	0.00	0.0%
2206 PSPRS - Tier 1 FD	11,152.93	13,193.93	-2,041.00	84.53%
2207 PSPRS - Hybrid Tier 3FD	-125.73			
2208 PSPRS - Tier 1A & 2 FD	865.97	1,003.69	-137.72	86.28%
2209 PSPRS DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2209.1 PSPRS DC ONLY 3 FD Disab	0.00	0.00	0.00	0.0%
2210.2 PSPRS - DB Tier 3	7,815.78	6,374.58	1,441.20	122.61%
2215 ASRS	2,339.64	2,322.28	17.36	100.75%
2200 PENSION - Other	0.00	0.00	0.00	0.0%
Total 2200 PENSION	24,878.10	24,421.95	456.15	101.87%
2300 PAYROLL EXPENSES				
2301 Workmen's Comp.	94,296.00	0.00	94,296.00	100.0%
2303 Social Security	1,156.32	1,075.18	81.14	107.55%
2304 Medicare	3,636.74	3,363.85	272.89	108.11%
2305 Direct Deposit	0.00	0.00	0.00	0.0%
Total 2300 PAYROLL EXPENSES	99,089.06	4,439.03	94,650.03	2,232.22%
2400 PERSONNEL INSURANCE				
2401 Medical Insurance	23,144.35	22,633.75	510.60	102.26%
2402 Dental Insurance	1,254.69	1,222.20	32.49	102.66%
2404 Life Insurance	327.24	339.36	-12.12	96.43%
2405 Vision Insurance	210.60	218.40	-7.80	96.43%
Total 2400 PERSONNEL INSURANCE	24,936.88	24,413.71	523.17	102.14%

Summit Fire District Profit & Loss Budget vs. Actual November 2024

	Nov 24	Budget	\$ Over Budget	% of Budget
2500 CONTRACTUALS				
2501 COP Payment	0.00	0.00	0.00	0.0%
2502 Legal Expenses by SFMD	0.00	0.00	0.00	0.0%
2503 Broker Fees Medical Ins				
2503.1 East Flag Medical-Croft	900.00	0.00	900.00	100.0%
2503 Broker Fees Medical Ins -	800.00	0.00	800.00	100.0%
Total 2503 Broker Fees Medical Ins	1,700.00	0.00	1,700.00	100.0%
2503.1 Fit for Duty Expenses	0.00	0.00	0.00	0.0%
2504 Audit	7,210.00	3,730.00	3,480.00	193.3%
2509 Admin Service Contracts	0.00	0.00	0.00	0.0%
2510 FLAGIT Contract Services	0.00	2,090.00	-2,090.00	0.0%
2511 Software Contracts				
2511.10 Fire Manager Software	0.00	0.00	0.00	0.0%
2511.11 Flagit Additional Svc	0.00	0.00	0.00	0.0%
2511.2 Quickbooks Software	0.00	0.00	0.00	0.0%
2511.3 NEO GOV	0.00	0.00	0.00	0.0%
2511.4 Misc. Software	628.62	628.62	0.00	100.0%
2511.5 Avenza Maps for IPAD	0.00	0.00	0.00	0.0%
2511.6 PS Trax Eng, SCBA, PPE	0.00	0.00	0.00	0.0%
2511.7 Upkeep	0.00	0.00	0.00	0.0%
2511.8 EMC2 Software	0.00	0.00	0.00	0.0%
2511.9 ESO Software	0.00	0.00	0.00	0.0%
2511 Software Contracts - Other	0.00	371.49	-371.49	0.0%
Total 2511 Software Contracts	628.62	1,000.11	-371.49	62.86%
2514 Bld & Vehicle Insurance	0.00	0.00	0.00	0.0%
2515 IGA Services				
2515.1 Fire Chief	0.00	0.00	0.00	0.0%
2515.2 Dispatch	0.00	27,436.58	-27,436.58	0.0%
2515.3 Training Coordinator	0.00	0.00	0.00	0.0%
Total 2515 IGA Services	0.00	27,436.58	-27,436.58	0.0%
2519 Memberships & Subscription				
2519.1 AFDA	0.00	0.00	0.00	0.0%
2519.2 NFPA	0.00	0.00	0.00	0.0%
2519.3 AZ Fire Chiefs Assoc	0.00	0.00	0.00	0.0%
2519.4 PFAC	0.00	0.00	0.00	0.0%
2519.5 Other (Feasability Study	2,415.84	0.00	2,415.84	100.0%
2519.6 Sam's Club Membership	0.00	0.00	0.00	0.0%
2519 Memberships & Subscripti	248.00	0.00	248.00	100.0%
Total 2519 Memberships & Subscrip	2,663.84	0.00	2,663.84	100.0%
2520 Computers, Printers	0.00	0.00	0.00	0.0%
2530 New Hire NTN, Fingerprints	0.00	0.00	0.00	0.0%
Total 2500 CONTRACTUALS	12,202.46	34,256.69	-22,054.23	35.62%

Summit Fire District Profit & Loss Budget vs. Actual November 2024

	Nov 24	Budget	\$ Over Budget	% of Budget
3000 FLEET SERVICES				
3005 Training-Certificates	0.00	0.00	0.00	0.0%
3010 Shop Uniforms	344.33	526.63	-182.30	65.38%
3015 Outside Repairs for SFMD	0.00	970.10	-970.10	0.0%
3020 Parts for SFMD Vehicles	5,263.38	10,610.28	-5,346.90	49.61%
3025 Shop Outside Customer Exp	8,519.00	0.00	8,519.00	100.0%
3030 EVT Tool Allowance	249.99	166.66	83.33	150.0%
Total 3000 FLEET SERVICES	14,376.70	12,273.67	2,103.03	117.13%
3100 EQUIPMENT				
3110 Apparatus Equipment				
3110.1 Holmatro Service	0.00	0.00	0.00	0.0%
3110.2 Ladder Testing	0.00	0.00	0.00	0.0%
3110.3 Foam	0.00	0.00	0.00	0.0%
3110.4 Bar Oil, Fuel Power Equi	0.00	0.00	0.00	0.0%
3110.5 Nozzles, Hoses etc	0.00	0.00	0.00	0.0%
3110 Apparatus Equipment - Otl	4,193.44	1,583.33	2,610.11	264.85%
Total 3110 Apparatus Equipment	4,193.44	1,583.33	2,610.11	264.85%
3115 Communication-Radios	0.00	18.18	-18.18	0.0%
3120 SCBA	0.00	0.00	0.00	0.0%
Total 3100 EQUIPMENT	4,193.44	1,601.51	2,591.93	261.84%
3200 SUPPLIES				
3210 EMS Program	13,810.02	40.71	13,769.31	#####
3212 PPE Program	507.20	26,087.99	-25,580.79	1.94%
3215 Training Supplies	0.00	36.93	-36.93	0.0%
3220 Office Supplies	1,465.44	665.00	800.44	220.37%
3225 BLD/Land Maint.	2,099.54	2,708.33	-608.79	77.52%
3227 Procurement	772.57	1,000.00	-227.43	77.26%
3235 PIO / Pub ED	85.00	200.00	-115.00	42.5%
3241 Honor Guard	0.00	600.00	-600.00	0.0%
Total 3200 SUPPLIES	18,739.77	31,338.96	-12,599.19	59.8%
3300 UNIFORMS				
3310 Uniforms - SFMD	4,776.49	4,141.66	634.83	115.33%
3312 Class AB Uniform	0.00	0.00	0.00	0.0%
3330 - Boots	801.85			
3350 New Hire Expenses	0.00	0.00	0.00	0.0%
Total 3300 UNIFORMS	5,578.34	4,141.66	1,436.68	134.69%
3400 FITNESS-HEALTH & SAFETY				
3401 Fitness	0.00	1,622.17	-1,622.17	0.0%
3405 Health & Safety				
3405.1 Annual Physicals	0.00	0.00	0.00	0.0%
3405.2 Staff Counseling	240.00	1,512.00	-1,272.00	15.87%
3405.3 Stress Test	680.00	0.00	680.00	100.0%

Summit Fire District Profit & Loss Budget vs. Actual November 2024

	Nov 24	Budget	\$ Over Budget	% of Budget
3405.4 New Hire Physicals & Me	0.00	85.00	-85.00	0.0%
3405.6 New Hire Mental Check	0.00	0.00	0.00	0.0%
3405.7 Family & Child Counsel	0.00	0.00	0.00	0.0%
Total 3405 Health & Safety	920.00	1,597.00	-677.00	57.61%
Total 3400 FITNESS-HEALTH & SAFETY	920.00	3,219.17	-2,299.17	28.58%
3500 Wildland SFMD				
3501 New Equipment-Uniforms	0.00	912.08	-912.08	0.0%
3500 Wildland SFMD - Other	0.00	0.00	0.00	0.0%
Total 3500 Wildland SFMD	0.00	912.08	-912.08	0.0%
4000 UTILITIES				
4005 Fuel for Apparatus	2,766.02	3,663.43	-897.41	75.5%
4010 Electric	882.24	2,333.33	-1,451.09	37.81%
4015 Gas / Propane	511.08	3,000.00	-2,488.92	17.04%
4020 Water	1,077.60	1,281.43	-203.83	84.09%
4025 Phones / Internet / TV	1,506.53	3,598.69	-2,092.16	41.86%
4030 Trash Pickup	704.84	0.00	704.84	100.0%
4050 Radio Site Rental Elden	350.00	350.00	0.00	100.0%
Total 4000 UTILITIES	7,798.31	14,226.88	-6,428.57	54.81%
4100 Training and Travel				
4105 Training Registration	4,556.76	0.00	4,556.76	100.0%
4110 Lodging	0.00	144.00	-144.00	0.0%
4115 Food	67.82	0.00	67.82	100.0%
4120 Supplies/Vent	0.00	0.00	0.00	0.0%
4125 Travel Fuel Rentals Air	0.00	167.00	-167.00	0.0%
4130 Tuition Reimbursement	0.00	5,000.00	-5,000.00	0.0%
Total 4100 Training and Travel	4,624.58	5,311.00	-686.42	87.08%
4200 OWA Expenses				
4230 OWA Exp.	234.11	0.00	234.11	100.0%
Total 4200 OWA Expenses	234.11	0.00	234.11	100.0%
4500 Grant Expenses				
4510 Other Grants	0.00	0.00	0.00	0.0%
Total 4500 Grant Expenses	0.00	0.00	0.00	0.0%
5000 CAPITAL				
5010 Vehicle/Equip Payments	0.00	0.00	0.00	0.0%
Total 5000 CAPITAL	0.00	0.00	0.00	0.0%
Payroll Expenses	1,433.70	0.00	1,433.70	100.0%
Reconciliation Discrepancies	165.29	0.00	165.29	100.0%
Total Expense	478,321.87	432,715.47	45,606.40	110.54%
Net Ordinary Income	1,663,507.08	683,308.51	980,198.57	243.45%
Net Income	1,663,507.08	683,308.51	980,198.57	243.45%

Summit Fire District Profit & Loss Budget vs. Actual July through November 2024

	Jul - Nov 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
1100 TAX REVENUE				
1101 Property Tax	3,269,788.09	3,277,808.57	-8,020.48	99.76%
1102 FDAT	205,472.08	209,582.18	-4,110.10	98.04%
1103 Delinquent Property Tax	23,438.21	8,671.93	14,766.28	270.28%
Total 1100 TAX REVENUE	3,498,698.38	3,496,062.68	2,635.70	100.08%
1200 GRANTS				
1210 Other Grants	0.00	229,166.69	-229,166.69	0.0%
Total 1200 GRANTS	0.00	229,166.69	-229,166.69	0.0%
1300 MISC INCOME				
1301 OWA Income	116,935.63	395,833.40	-278,897.77	29.54%
1302 Interest	24,302.20	43,161.85	-18,859.65	56.31%
1303 Donations	200.00			
1304 Contracts with Towers	17,061.33	16,922.45	138.88	100.82%
1305 Out of District Calls	520.00	747.50	-227.50	69.57%
1308 Service Subscriptions	5,669.81	1,500.00	4,169.81	377.99%
1310 Misc. Income	8,345.32	1,666.69	6,678.63	500.71%
1311 Maint Facility Income	48,793.68	14,388.59	34,405.09	339.11%
1312 Community Room Rental	1,500.00	1,430.00	70.00	104.9%
1314 Insurance Proceed Income	7,454.22			
1315 SSFND-Smart & Safe AZ Fur	0.00	0.00	0.00	0.0%
1300 MISC INCOME - Other	0.00	0.00	0.00	0.0%
Total 1300 MISC INCOME	230,782.19	475,650.48	-244,868.29	48.52%
1313 Gain on Sale - Audit Adjus	37,100.00			
Total Income	3,766,580.57	4,200,879.85	-434,299.28	89.66%
Gross Profit	3,766,580.57	4,200,879.85	-434,299.28	89.66%
Expense				
2000 PERSONNEL SALARIES				
2009 Acting Pay				
2009 .1 Acting Pay BC	840.00	87.43	752.57	960.77%
2009. 2 Acting Captain	3,458.00	875.29	2,582.71	395.07%
2009.3 Acting Engineer	2,970.75	820.50	2,150.25	362.07%
Total 2009 Acting Pay	7,268.75	1,783.22	5,485.53	407.62%
2032 OWA Backfill	0.00	0.00	0.00	0.0%
2033 OWA OT	36,026.06	5,698.62	30,327.44	632.19%
2034 OWA Eng Boss	560.00	0.00	560.00	100.0%
2035 OWA Payroll	0.00	1,756.66	-1,756.66	0.0%
2036 OWA Single Resource OT	17,619.03	63,988.65	-46,369.62	27.54%
2037 OWA Holiday Pay	0.00	0.00	0.00	0.0%
2070 Battalion Chief	93,231.83	112,123.45	-18,891.62	83.15%
2071 Administrative Officer	27,639.59	28,581.80	-942.21	96.7%

Summit Fire District Profit & Loss Budget vs. Actual July through November 2024

	Jul - Nov 24	Budget	\$ Over Budget	% of Budget
2072 Admin Assistant II	19,705.27	21,903.25	-2,197.98	89.97%
2073 EVT Mechanic III	26,484.81	28,265.90	-1,781.09	93.7%
2073.2 EVT Mechanic II	21,768.02	26,873.75	-5,105.73	81.0%
2075 Captains	254,116.87	306,087.50	-51,970.63	83.02%
2076 Engineer	216,817.42	190,000.00	26,817.42	114.11%
2077 Firefighters	292,479.90	323,145.00	-30,665.10	90.51%
2080 Mileage	95.07			
2081 FLSA	21,977.50	18,158.70	3,818.80	121.03%
2082 Overtime				
2082.1 OT FireOfficer 1	0.00	0.00	0.00	0.0%
2082.2 OT FireOfficer Recall	-36,091.71	0.00	-36,091.71	100.0%
2082 Overtime - Other	151,976.38	147,336.77	4,639.61	103.15%
Total 2082 Overtime	115,884.67	147,336.77	-31,452.10	78.65%
2083 Vacation Leave	73,991.43	64,767.31	9,224.12	114.24%
2084 Sick Leave	37,432.84	31,272.04	6,160.80	119.7%
2088 Holiday Pay	9,351.55	8,004.24	1,347.31	116.83%
2099.1 Vacation Leave Payout	7,572.20	0.00	7,572.20	100.0%
2099.2 Sick Leave Payout	12,691.51	10,636.26	2,055.25	119.32%
Total 2000 PERSONNEL SALARIES	1,292,714.32	1,390,383.12	-97,668.80	92.98%
2080 PSPRS	0.00	0.00	0.00	0.0%
2200 PENSION				
2201 NationW Hybrid Tier 3 FD	12,986.39	6,620.80	6,365.59	196.15%
2202 NationW - Tier 2 FD	1,065.32	813.92	251.40	130.89%
2203 NationW DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2204 PSPRS - DROP	0.00	0.00	0.00	0.0%
2206 PSPRS - Tier 1 FD	56,197.63	60,522.08	-4,324.45	92.86%
2207 PSPRS - Hybrid Tier 3FD	-657.80			
2208 PSPRS - Tier 1A & 2 FD	4,835.99	4,197.05	638.94	115.22%
2209 PSPRS DC Only Tier 3FD	0.00	0.00	0.00	0.0%
2209.1 PSPRS DC ONLY 3 FD Dis:	0.00	0.00	0.00	0.0%
2210.2 PSPRS - DB Tier 3	39,125.32	33,471.29	5,654.03	116.89%
2215 ASRS	14,153.90	11,611.40	2,542.50	121.9%
2200 PENSION - Other	1,750.00	1,600.00	150.00	109.38%
Total 2200 PENSION	129,456.75	118,836.54	10,620.21	108.94%
2300 PAYROLL EXPENSES				
2301 Workmen's Comp.	139,522.00	90,452.00	49,070.00	154.25%
2303 Social Security	8,101.14	9,534.18	-1,433.04	84.97%
2304 Medicare	18,694.89	15,726.72	2,968.17	118.87%
2305 Direct Deposit	814.16	0.00	814.16	100.0%
Total 2300 PAYROLL EXPENSES	167,132.19	115,712.90	51,419.29	144.44%
2400 PERSONNEL INSURANCE				
2401 Medical Insurance	124,699.85	102,966.15	21,733.70	121.11%

Summit Fire District Profit & Loss Budget vs. Actual July through November 2024

	Jul - Nov 24	Budget	\$ Over Budget	% of Budget
2402 Dental Insurance	6,800.11	6,010.45	789.66	113.14%
2404 Life Insurance	1,773.56	1,668.79	104.77	106.28%
2405 Vision Insurance	1,141.40	1,077.59	63.81	105.92%
Total 2400 PERSONNEL INSURANCE	134,414.92	111,722.98	22,691.94	120.31%
2500 CONTRACTUALS				
2501 COP Payment	0.00	0.00	0.00	0.0%
2502 Legal Expenses by SFMD	0.00	0.00	0.00	0.0%
2503 Broker Fees Medical Ins				
2503.1 East Flag Medical-Cro	2,850.00	1,800.00	1,050.00	158.33%
2503.2 Cancer Screening	1,493.31			
2503 Broker Fees Medical In:	3,980.00	3,000.00	980.00	132.67%
Total 2503 Broker Fees Medical I	8,323.31	4,800.00	3,523.31	173.4%
2503.1 Fit for Duty Expenses	0.00	0.00	0.00	0.0%
2504 Audit	18,025.00	17,730.00	295.00	101.66%
2509 Admin Service Contracts	0.00	0.00	0.00	0.0%
2510 FLAGIT Contract Services	9,072.85	8,360.00	712.85	108.53%
2511 Software Contracts				
2511.10 Fire Manager Softwa	4,117.00	0.00	4,117.00	100.0%
2511.11 Flagit Additional Svc	0.00	0.00	0.00	0.0%
2511.2 Quickbooks Software	0.00	0.00	0.00	0.0%
2511.3 NEO GOV	0.00	0.00	0.00	0.0%
2511.4 Misc. Software	746.74	1,152.55	-405.81	64.79%
2511.5 Avenza Maps for IPAD	0.00	0.00	0.00	0.0%
2511.6 PS Trax Eng, SCBA, P	0.00	144.00	-144.00	0.0%
2511.7 Upkeep	0.00	0.00	0.00	0.0%
2511.8 EMC2 Software	0.00	0.00	0.00	0.0%
2511.9 ESO Software	7,391.37	7,864.55	-473.18	93.98%
2511 Software Contracts - Otl	4,695.84	3,844.98	850.86	122.13%
Total 2511 Software Contracts	16,950.95	13,006.08	3,944.87	130.33%
2514 Bid & Vehicle Insurance	42,766.00	44,054.00	-1,288.00	97.08%
2515 IGA Services				
2515.1 Fire Chief	0.00	0.00	0.00	0.0%
2515.2 Dispatch	78,426.75	27,436.58	50,990.17	285.85%
2515.3 Training Coordinator	0.00	22,161.55	-22,161.55	0.0%
Total 2515 IGA Services	78,426.75	49,598.13	28,828.62	158.12%
2517 EMS Fees & Maint Agreeemer	650.00			
2519 Memberships & Subscription				
2519.1 AFDA	0.00	0.00	0.00	0.0%
2519.2 NFPA	0.00	0.00	0.00	0.0%
2519.3 AZ Fire Chiefs Assoc	0.00	0.00	0.00	0.0%
2519.4 PFAC	0.00	0.00	0.00	0.0%
2519.5 Other (Feasability Stu	13,488.44	14,000.00	-511.56	96.35%

Summit Fire District Profit & Loss Budget vs. Actual July through November 2024

	Jul - Nov 24	Budget	\$ Over Budget	% of Budget
2519.6 Sam's Club Memberst	0.00	0.00	0.00	0.0%
2519 Memberships & Subscri	248.00	0.00	248.00	100.0%
Total 2519 Memberships & Subsc	13,736.44	14,000.00	-263.56	98.12%
2520 Computers, Printers	0.00	410.34	-410.34	0.0%
2530 New Hire NTN, Fingerprints	0.00	0.00	0.00	0.0%
Total 2500 CONTRACTUALS	187,951.30	151,958.55	35,992.75	123.69%
3000 FLEET SERVICES				
3005 Training-Certificates	0.00	0.00	0.00	0.0%
3010 Shop Uniforms	2,320.20	2,633.15	-312.95	88.12%
3015 Outside Repairs for SFMD	0.00	970.10	-970.10	0.0%
3020 Parts for SFMD Vehicles	20,569.16	30,999.27	-10,430.11	66.35%
3025 Shop Outside Customer Exp	27,414.51	0.00	27,414.51	100.0%
3030 EVT Tool Allowance	1,249.95	833.30	416.65	150.0%
Total 3000 FLEET SERVICES	51,553.82	35,435.82	16,118.00	145.49%
3100 EQUIPMENT				
3110 Apparatus Equipment				
3110.1 Holmatro Service	0.00	0.00	0.00	0.0%
3110.2 Ladder Testing	873.60	599.98	273.62	145.61%
3110.3 Foam	0.00	0.00	0.00	0.0%
3110.4 Bar Oil, Fuel Power Ec	234.65	0.00	234.65	100.0%
3110.5 Nozzles, Hoses etc	0.00	0.00	0.00	0.0%
3110 Apparatus Equipment -	4,193.44	7,916.69	-3,723.25	52.97%
Total 3110 Apparatus Equipment	5,301.69	8,516.67	-3,214.98	62.25%
3115 Communication-Radios	0.00	8,084.01	-8,084.01	0.0%
3120 SCBA	5.95	434.58	-428.63	1.37%
Total 3100 EQUIPMENT	5,307.64	17,035.26	-11,727.62	31.16%
3200 SUPPLIES				
3210 EMS Program	25,813.50	6,278.72	19,534.78	411.13%
3212 PPE Program	56,259.93	40,059.62	16,200.31	140.44%
3215 Training Supplies	0.00	5,569.54	-5,569.54	0.0%
3220 Office Supplies	2,932.42	3,345.00	-412.58	87.67%
3225 BLD/Land Maint.	56,134.11	13,541.69	42,592.42	414.53%
3227 Procurement	4,666.38	5,000.00	-333.62	93.33%
3235 PIO / Pub ED	2,320.69	1,100.00	1,220.69	210.97%
3241 Honor Guard	0.00	3,000.00	-3,000.00	0.0%
Total 3200 SUPPLIES	148,127.03	77,894.57	70,232.46	190.16%
3300 UNIFORMS				
3310 Uniforms - SFMD	10,457.79	20,708.38	-10,250.59	50.5%
3312 Class AB Uniform	0.00	0.00	0.00	0.0%
3325 PPE	7,547.37			
3330 - Boots	801.85			
3350 New Hire Expenses	493.70	1,200.00	-706.30	41.14%

Summit Fire District Profit & Loss Budget vs. Actual July through November 2024

	Jul - Nov 24	Budget	\$ Over Budget	% of Budget
Total 3300 UNIFORMS	19,300.71	21,908.38	-2,607.67	88.1%
3400 FITNESS-HEALTH & SAFETY				
3401 Fitness	9,960.00	8,110.85	1,849.15	122.8%
3405 Health & Safety				
3405.1 Annual Physicals	-279.30	120.56	-399.86	-231.67%
3405.2 Staff Counseling	20,793.50	24,976.75	-4,183.25	83.25%
3405.3 Stress Test	765.00	255.00	510.00	300.0%
3405.4 New Hire Physicals &	1,625.81	3,662.00	-2,036.19	44.4%
3405.6 New Hire Mental Chec	0.00	0.00	0.00	0.0%
3405.7 Family & Child Counsi	0.00	0.00	0.00	0.0%
Total 3405 Health & Safety	22,905.01	29,014.31	-6,109.30	78.94%
Total 3400 FITNESS-HEALTH & SAFETY	32,865.01	37,125.16	-4,260.15	88.53%
3500 Wildland SFMD				
3501 New Equipment-Uniforms	0.00	4,560.44	-4,560.44	0.0%
3500 Wildland SFMD - Other	0.00	0.00	0.00	0.0%
Total 3500 Wildland SFMD	0.00	4,560.44	-4,560.44	0.0%
4000 UTILITIES				
4005 Fuel for Apparatus	12,443.99	18,624.63	-6,180.64	66.82%
4010 Electric	12,108.31	11,666.69	441.62	103.79%
4015 Gas / Propane	3,729.80	6,500.00	-2,770.20	57.38%
4020 Water	6,330.13	6,162.16	167.97	102.73%
4025 Phones / Internet / TV	12,806.68	15,313.88	-2,507.20	83.63%
4030 Trash Pickup	3,535.53	2,164.06	1,371.47	163.38%
4050 Radio Site Rental Elden	1,863.38	1,625.00	238.38	114.67%
Total 4000 UTILITIES	52,817.82	62,056.42	-9,238.60	85.11%
4100 Training and Travel				
4105 Training Registration	6,915.81	500.00	6,415.81	1,383.16%
4110 Lodging	714.81	1,630.94	-916.13	43.83%
4115 Food	215.82	583.24	-367.42	37.0%
4120 Supplies/Vent	0.00	0.00	0.00	0.0%
4125 Travel Fuel Rentals Air	25.53	831.00	-805.47	3.07%
4130 Tuition Reimbursement	0.00	5,000.00	-5,000.00	0.0%
Total 4100 Training and Travel	7,871.97	8,545.18	-673.21	92.12%
4200 OWA Expenses				
4230 OWA Exp.	16,025.30	0.00	16,025.30	100.0%
Total 4200 OWA Expenses	16,025.30	0.00	16,025.30	100.0%
4300 INTERST / FEES				
4315 Interest / Fees	25.00			
Total 4300 INTERST / FEES	25.00			
4500 Grant Expenses				
4510 Other Grants	0.00	0.00	0.00	0.0%
Total 4500 Grant Expenses	0.00	0.00	0.00	0.0%

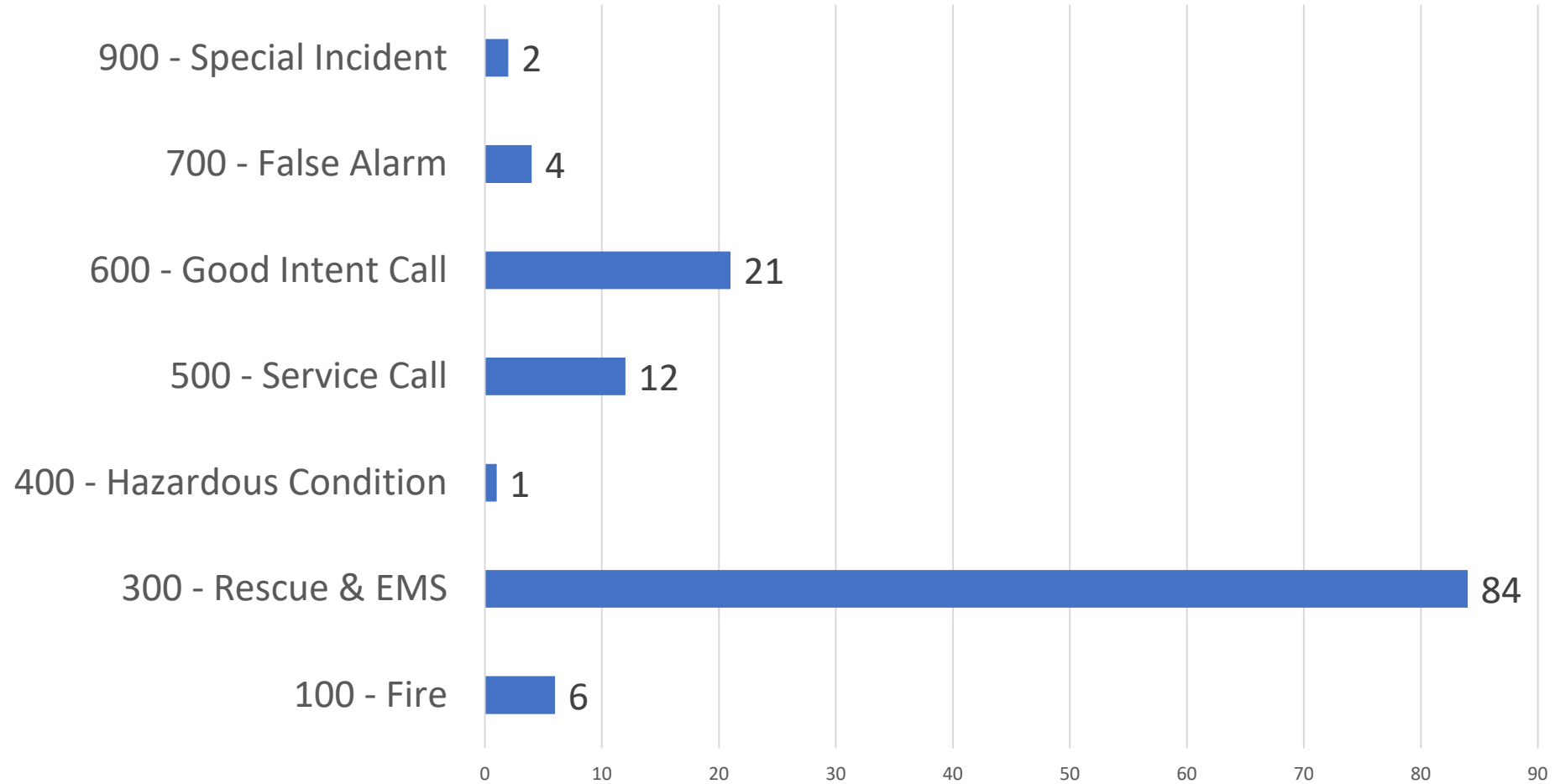
Summit Fire District Profit & Loss Budget vs. Actual July through November 2024

	<u>Jul - Nov 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5000 CAPITAL				
5010 Vehicle/Equip Payments	114,424.32	0.00	114,424.32	100.0%
Total 5000 CAPITAL	<u>114,424.32</u>	<u>0.00</u>	<u>114,424.32</u>	<u>100.0%</u>
9999 Suspense	325.94			
Payroll Expenses	6,745.64	0.00	6,745.64	100.0%
Reconciliation Discrepancies	14,460.55	0.00	14,460.55	100.0%
Total Expense	<u>2,381,520.23</u>	<u>2,153,175.32</u>	<u>228,344.91</u>	<u>110.61%</u>
Net Ordinary Income	<u>1,385,060.34</u>	<u>2,047,704.53</u>	<u>-662,644.19</u>	<u>67.64%</u>
Net Income	<u><u>1,385,060.34</u></u>	<u><u>2,047,704.53</u></u>	<u><u>-662,644.19</u></u>	<u><u>67.64%</u></u>

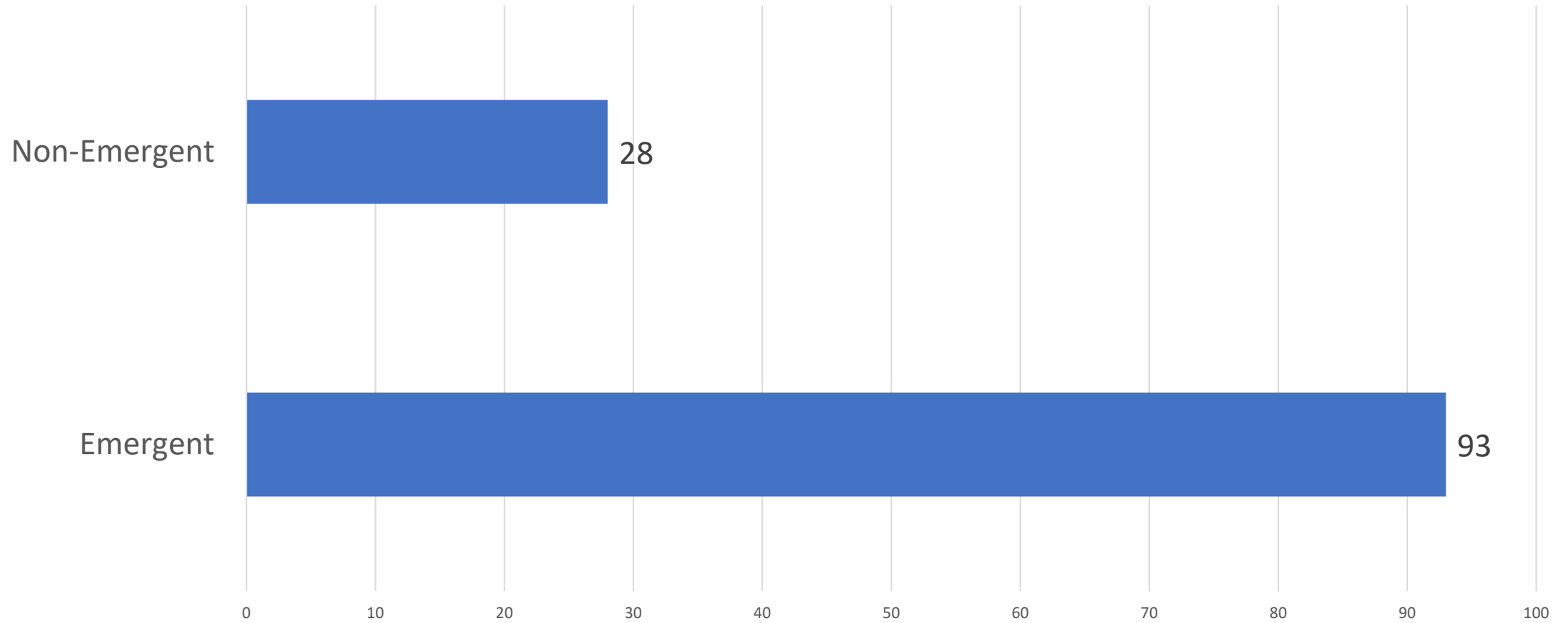
SFMD BC Run Report

November 2024 Statistics

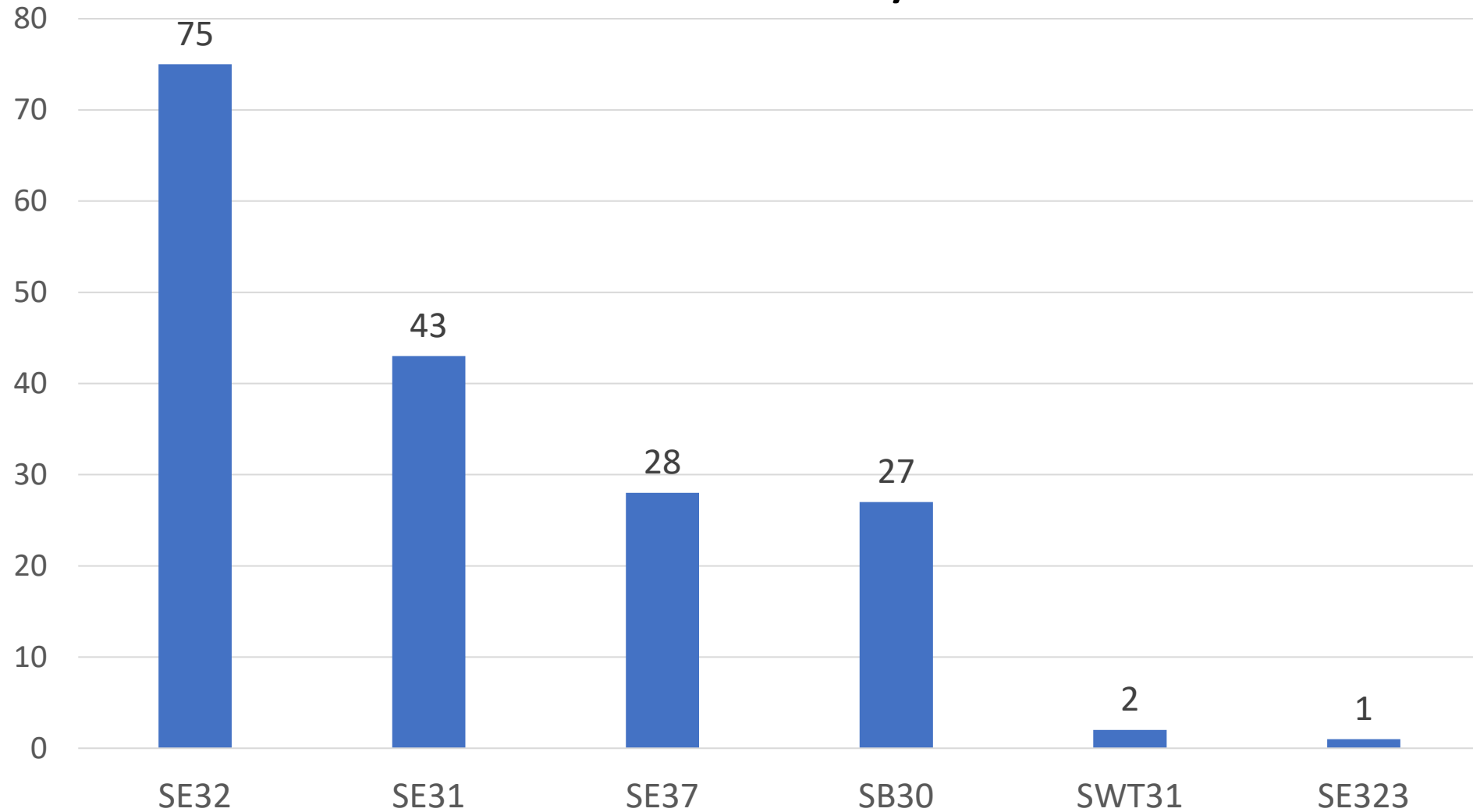
Total Incidents 130



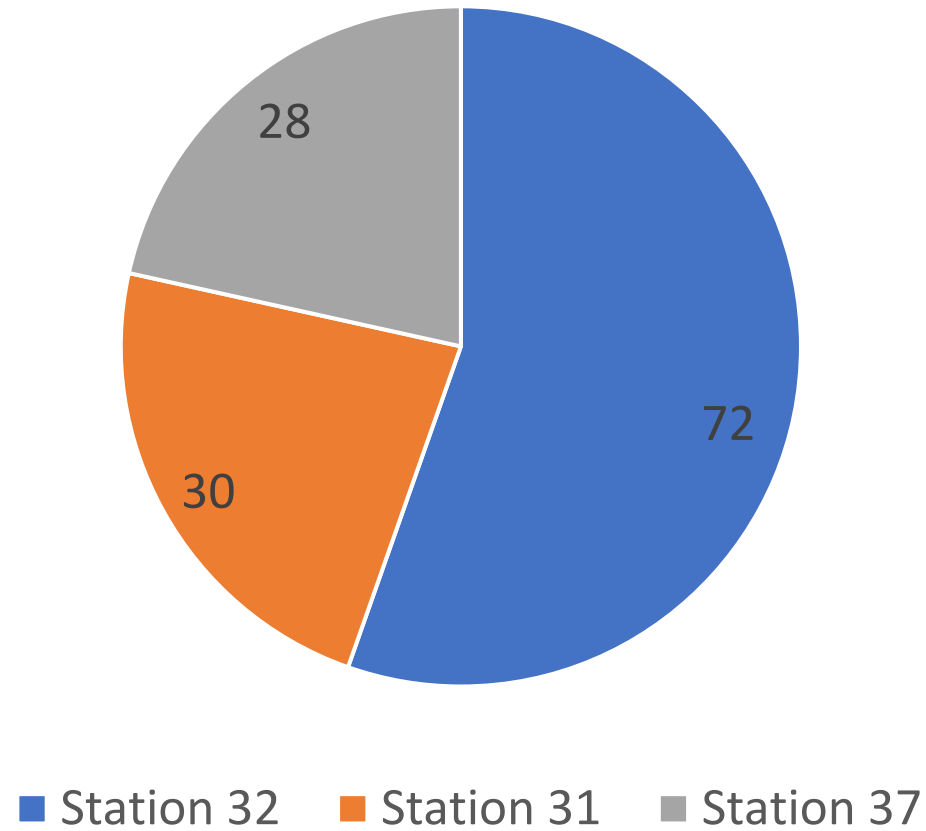
Priority



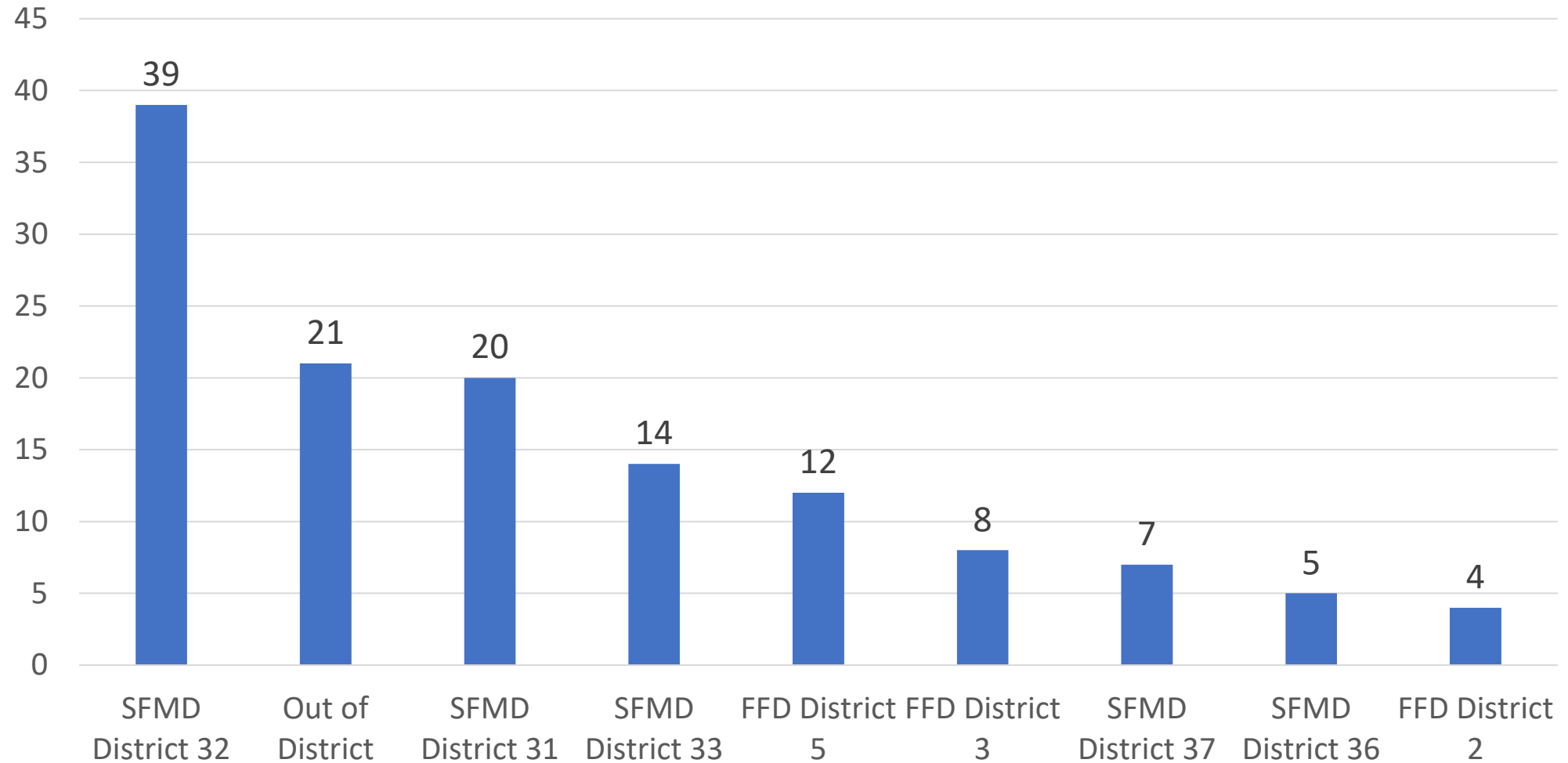
Total Runs by Unit



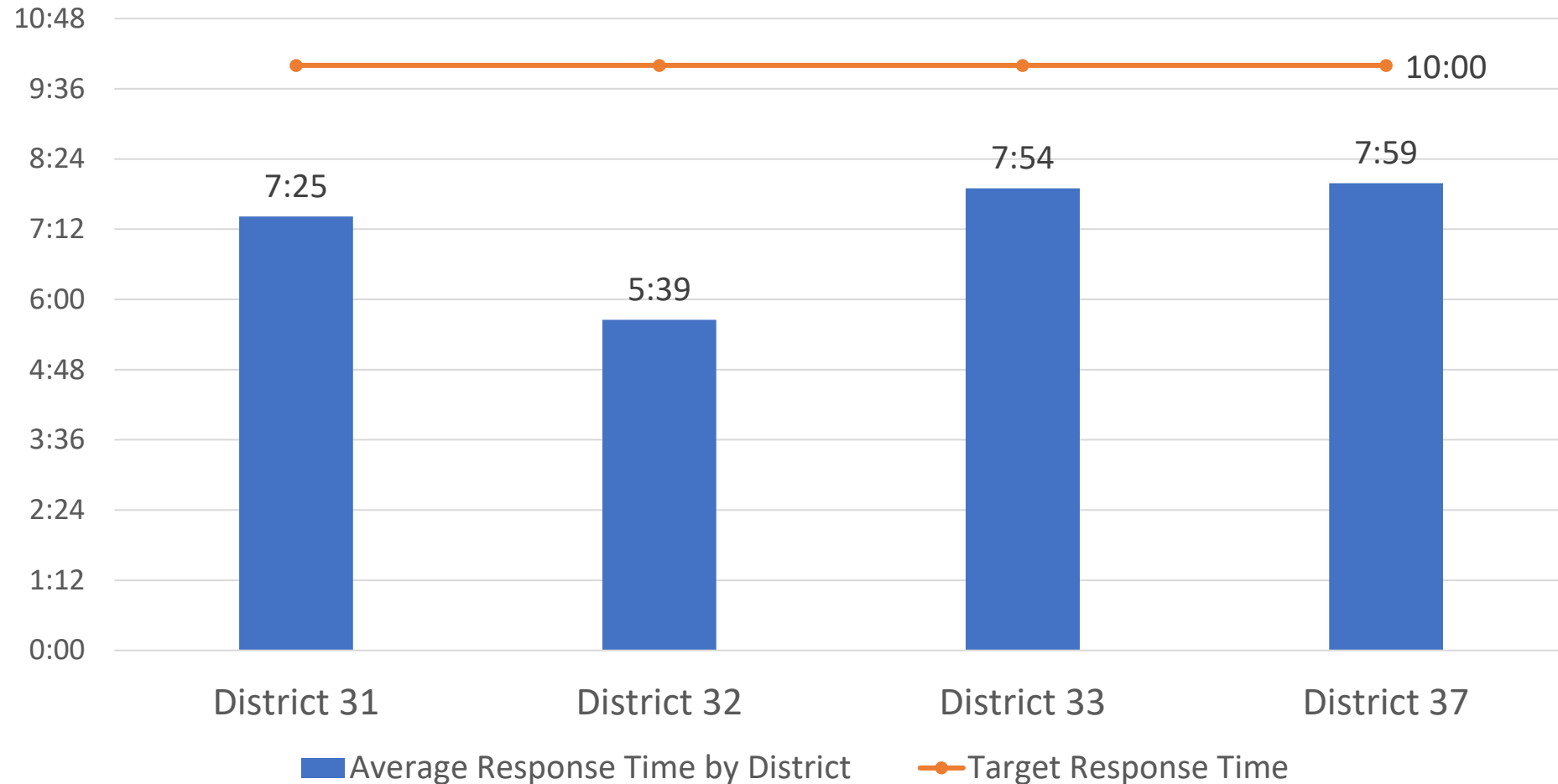
Total Incidents by Station



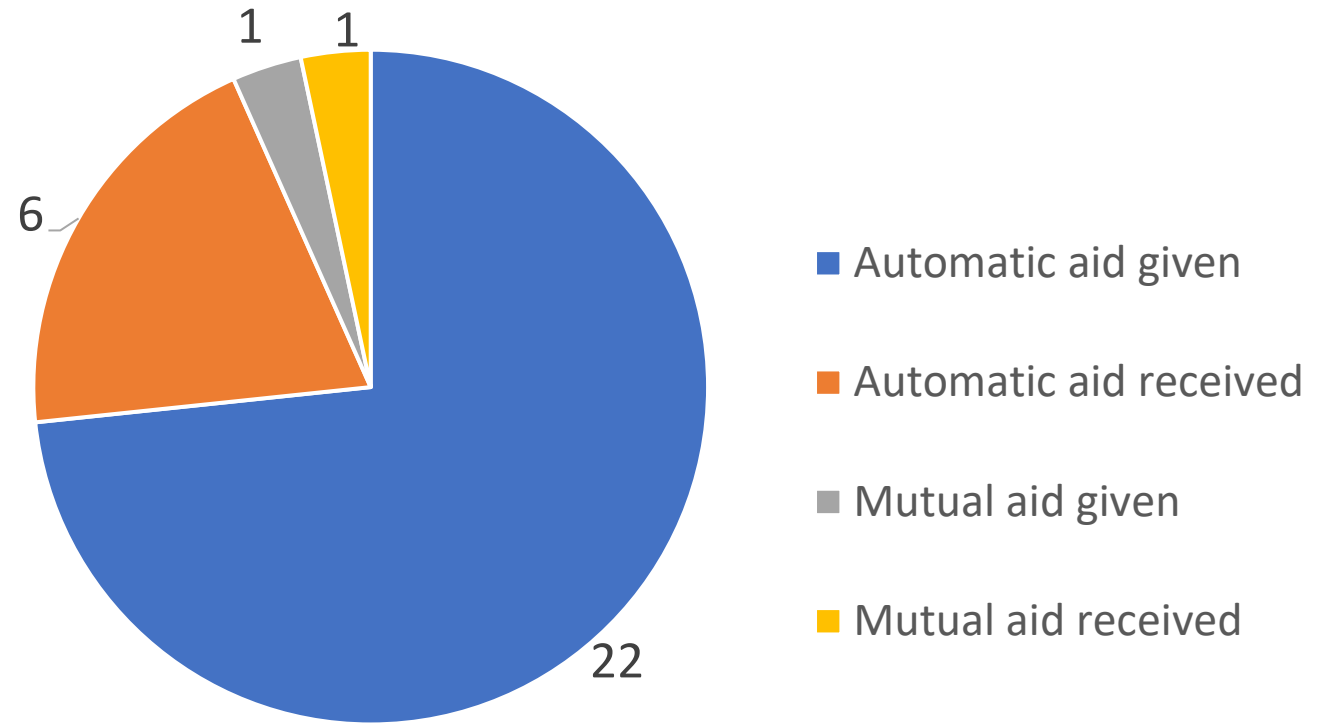
Incident Count by District



Average Response Time by District



Auto Aid & Mutual Aid Given & Received



Action 8a

To: SFMD Fire Board
From: SFMD Administration
Date: December 18, 2024
Title: Review, discuss and possible action: Administrative changes to policy 503 - Compensation.
Recommended Action: Approve administrative changes to existing policy #503.

Action Summary: We need to document how we process merit adjustments when an employee is being promoted to a new position. Policy 503 Compensation suggested change: (add bullet)

MERIT ADJUSTMENTS (Tied to Steps)

- Any member who is promoted within 90 days of the assigned period for Merit adjustments shall be granted the merit increase utilizing the Promotional Pay Chart within the Promotional Requirements Policy (#157).

Financial Impacts: None

Relation to Goals: Providing clear and concise guidelines / policies for our personnel.

Suggested Motion Motion to approve the administrative changes made to policy 503- "Compensation" as presented.

Summit Fire and Medical District	Number: 503
Section: Fire Board	Fire Board Adopted: 04/18/2024 Rescinds: 02/15/2023
Subject: Compensation	Page 1 of 2

PURPOSE:

Summit Fire and Medical District (SFMD) Fire Board salary range structure policy is designed to increase the competitiveness, appropriateness, integrity, and consistency in SFMD salary plan.

POLICY

This policy addresses the method of revising the pay structure and managing employeemovement through the range to maintain a structure that is internally equitable and externally competitive. This policy will be revisited annually, by the Fire Board.

PROCEDURE

During the preparation of the new fiscal year, the SFMD Fire Board will consider the following:

- **Market adjustments** to the salary schedule. A market adjustment increases the market rates of the pay plan and thus moves the entire pay structure's minimum, market, and maximum rates. SFMD Fire Board and Administration will evaluate the need for a market adjustment to the pay structure annually to ensure it remains competitive in the market area. The market range represents the general average of what other departments are paying for similar jobs in the Coconino County area. Market adjustments are not connected to job performance; employees whose existing pay rate has not advanced beyond the new minimum will get an automatic pay raise.
- **Merit adjustments (Tied to Steps)** for those employees who are consistently meeting and/or exceeding job standards and expectations or for special cases where employees provided specific extra performance during the past year while continuing to meet overall expectation. The Merit system encourages good performance and behaviors by rewarding it. While length of service often results in increased job knowledge and capability, SFMD will focus on four components: strong supervisors; clear job performance standards; fair appraisal of employee performance and behavior; and planning and budget to support the merit program. The pay for performance philosophy provides an opportunity for every employee to receive increases based on individual performance. Increase amounts (steps) will be determined based on the approved compensation pay plan along with allocated and budgeted funds for performance increases.
 - Probationary employees (any rank) are not eligible for November merit increases.
 - **Any member who is promoted within 90 days of the assigned period for Merit adjustments shall be granted the merit increase utilizing the Promotional Pay Chart within the Promotional Requirements Policy (#157).**
- **Cost of Living** increases are an across-the-board increase for all employees. This increase is not based on market adjustments or merit adjustments. Cost of living allowances are based upon the National Consumer Price Index (CPI). It is an adjustment that can be given at the Fire Boards discretion and is not connected to job performance.
- **Equity Adjustment** is a salary change outside of normal salary programs (promotions, reclassifications, merits, etc.) to remedy salary issues such as internal salary compression and/or retention consideration. Equity adjustments are not granted to reward performance.

Promotions and Temporary Assignments - Promotional Compensation Road Map

A promotion is typically defined as movement from one level in the organization to the next. The promotional road map provides clear direction on “if this, then that,” which allows members at any rank or step to identify what step they would move to within a new rank.

Temporary Assignments, as described in Policy 106, will recognize the same promotional compensation road map increase to their salary. Once the temporary promotion is discontinued the promotional pay adjustment will be removed. (See Policy 106)

Alternative Awards

The purpose of an alternative reward program differs from the goals and objectives of other aspects of total compensation. Salary is payment for doing the job; benefits are designed to protect the employee’s wellbeing, and alternative rewards or incentives can direct, motivate, and reward the achievement of specific performance goals. Alternative rewards do not need to be expensive or provide any cost liability to SFMD. When monetary recognition is awarded, it is offered as a one-time check.

- **Spot Awards** – This program is designed for those employees who have gone “above and beyond the call of duty.” It is used to recognize one-time achievement, rather than sustained performance over a period of time. A common award for this type of program is an “on-the-spot” reward of \$100. Spot Awards must be requested by a department head to the Fire Chief. The Fire Board will approve a set amount that can be used at the Fire Chief discretion.
- **Noteworthy Performance Awards** – This program focuses on exemplary or noteworthy performance which is more than “above and beyond the call of duty.” Job performance qualifying for this award must be documented and reviewed by the Fire Board. The performance to be recognized will vary but should be performance beyond the employee’s usual job description and/or extraordinary effort on their own initiative. Noteworthy Performances must be requested by a department head to the Fire Chief and submitted to SFMD’s Fire Board for approval. Noteworthy Performance Awards will be awarded at a Fire Board Meeting by the Fire Board.

Action 8b

To: SFMD Fire Board
From: SFMD Administration
Date: December 18, 2024
Title: Review, discuss and possible action: Administrative changes to policy 111.
Recommended Action: Approve administrative changes to existing policy #111.

Action Summary: The policy regarding our HR practices when employees resign or retire needed revisions documented in order to provide clear expectations when an employee is terminating their employment with SFMD. The changes suggested are:

RESIGNATION and RETIREMENTS

- (B) Going from 10 to 14 working days' notice for "letter or resignation" to be turned in to Administration.
- (C) adding "Shift Exchange". Employees must physically work their last day on the job.
- (I) Final payout of accrued leave (if any) will not be available until gear and equipment has been turned in.

RETIREMENT

- The process for filling out and turning in paperwork has changed. Employees now work directly with PSPRS instead of the department's PSPRS secretary when they wish to retire or DROP.

Financial Impacts: None

Relation to Goals: Providing clear and concise guidelines / policies for our personnel.

Suggested Motion Motion to approve the administrative changes made to Policy 111- "Termination of Employment" as presented.

TERMINATION OF EMPLOYMENT	
SECTION: 100 Rules & Regulations	NUMBER: HR 111
	FIRE BOARD ADOPTED: 02/15/2023 Rescinds: 03/23/2022
SUBJECT: Termination of Employment	ORIGINATOR: Local 1505
	3 Pages

PURPOSE

To aid in the timely and accurate processing of employees who are separating from service, consistent with positive employee relations' practices.

SCOPE

This policy applies to all employees of the Summit Fire and Medical District (SFMD).

POLICY

Termination of employment occurs when an employee is permanently separated from employment at SFMD for any of the following reasons: voluntary resignation, dismissal, retirement, layoff or death. All payouts are paid at the employee's base rate.

GUIDELINES

Resignations and Retirements

- A. An employee wishing to leave the SFMD service in good standing shall file with their Battalion Chief or Administrative Officer ~~ten (10)~~ fourteen (14) working days before leaving the service, a written resignation stating the effective date and reasons for leaving. Failure of the employee to comply with this procedure shall be entered on their service record and may be cause for denial of future employment with SFMD.
- B. Upon receiving the signed resignation and proper department release, the Administrative Officer shall prepare the necessary release documents.
- C. Employees who resign must physically work their last day on the job. If the employee uses accrued leave or has a Shift Exchange for their entire shift on the last day, then the last day of work will be recorded as the last day the employee physically worked during the notice period.
- D. Final payroll checks will be issued during the next payroll cycle.
- E. Earned vacation leave will be paid out at 100% up to 240 hours.
- F. Earned sick leave shall be paid at the following percentage based on years of service up to 1000 hours:

Months of continuous service for fifty-six-hour employees.

- 0 to 59 months = 0% of accrued time
- 60 to 155 months = 25% of accrued time
- 156 months and over = 50% of accrued time

Months of continuous service for forty-hour employees.

0 to 59 months	=	0% of accrued time
60 to 155 months	=	25% of accrued time
156 months and over	=	50% of accrued time

G. Accrued comp time will be paid out at 100% up to 48 hours.

H. Holiday time earned will be paid at 100% up to 88 hours.

H.I. Final payout will not be available until all assigned gear and equipment has been returned and the Personnel Gear Return Checklist has been completed in Fire Manager.

Retirement

A. Public Safety Personnel Retirement System (PSPRS) employees ~~must meet with the local PSPRS pension board secretary to work through the process. This process could take up to a two (2) month period. must utilize the PSPRS form PS-CORP Retirement Estimate Form to initiate the retirement/DROP process. The department's PSPRS secretary is available to assist members in the process. It is advised to have the initial form submitted at least 60 days prior to the desired retirement/DROP date.~~

B. Arizona State Retirement System (ASRS) employees wishing to retire may follow the steps above for resignation. All paperwork for retirement is handled through ASRS.

C. Final payroll checks will be issued during the next payroll cycle.

D. Earned vacation leave will be paid out at 100% up to 240 hours.

E. Earned sick leave shall be paid at the following percentage based on years of service up to 1000 hours:

Months of continuous service for fifty-six-hour employees.

0 to 59 months	=	0% of accrued time
60 to 155 months	=	25% of accrued time
156 months and over	=	50% of accrued time

Months of continuous service for forty-hour employees.

0 to 59 months	=	0% of accrued time
60 to 155 months	=	25% of accrued time
156 months and over	=	50% of accrued time

F. Accrued comp time will be paid at 100% up to 48 hours.

G. Holiday time earned will be paid at 100% up to 88 hours.

Reduction in Force

A. A layoff may occur when one or more of the following conditions exists:

- a. Shortage of work or funds,
- b. The District will no longer be providing the same level of service, or
- c. Other appropriate reasons as determined by the SFMD Fire Board

B. The SFMD Fire Board, Fire Chief, and United Summit Fire Local 1505 shall determine the specific positions, job family, and/or single classification

targeted for reduction.

C. SFMD's first preference is to reduce it's workforce through voluntary options, such as internal reassignment and natural attrition. When these options are insufficient to meet the District's needs, individual positions will be eliminated.

D. United Summit Fire Local 1505 and designee(s) from Administration shall determine a matrix for a reduction in workforce. To determine objectively which employees are to be part of a reduction in force, the following factors will be used:

- a. Length of continuous service with the District
 - i. Tenured part-time employee's years of service will be pro-rated based on the number of hours worked.
 - ii. Length of service based on the following scale:

<u>Years of Service</u>	<u>Performance Matrix Score</u>
1 to 5 years	1
6 to 10 years	2
11 to 15 years	3
16 to 20 years	4
21 or more years	5

- b. Employees skills, training, and job knowledge as determined by their three (3) most current annual evaluations.
 - i. Any performance documented outside of the most recent evaluations such as disciplinary actions, or letters of commendation will be included in the performance matrix scoring. If the performance has not been previously documented, it will not be included.
- c. The matrix results will be presented to the Fire Chief for review. Fire Chief will present the matrix to the Fire Board for approval.
- d. Once a decision has been made, the parties, consisting of the Fire Chief and/or their designee from the District and a designee from United Summit Fire Local 1505, will meet with the employee(s) subject to layoff due to reduction in force. The employee(s) will be provided information on the placement process, benefits, retirement, unemployment, and the Employee Assistance Program (EAP).
- e. An employee(s) will be notified at least ten (10) working days in advance of a reduction in force.
- f. Employees who are part of a reduction in force and in good standing will remain on the District's re-employment list for one year from the date of reduction.
- g. Final payroll checks will be issued during the next payroll cycle.
- h. Earned vacation leave will be paid out up to 240 hours at 100%.
- i. Earned sick leave shall be paid at the following percentage based on years of service up to 1000 hours:

Months of continuous service for 56-hour employees.

0 to 59 months	=	0% of accrued time
60 to 155 months	=	25% of accrued time
156 months and over	=	50% of accrued time

Months of continuous service for 40-hour employees.

0 to 59 months	=	0% of accrued time
60 to 155 months	=	25% of accrued time
156 months and over	=	50% of accrued time

- j. Accrued comp time will be paid at 100% up to 48 hours.
- k. Holiday time earned will be paid at 100% up to 88 hours.

Dismissal

- A. See Policy 120
- B. Final payroll checks will be issued within three (3) business days of dismissal.
- C. Earned vacation leave will be paid out at 100% up to 240 hours.
- D. Earned sick leave shall be paid at the following percentage based on years of service up to 1000 hours:

Months of continuous service for fifty-six-hour employees.

0 to 59 months	=	0% of accrued time
60 to 155 months	=	25% of accrued time
156 months and over	=	50% of accrued time

Months of continuous service for forty-hour employees.

0 to 59 months	=	0% of accrued time
60 to 155 months	=	25% of accrued time
156 months and over	=	50% of accrued time

- E. Accrued comp time will be paid at 100% up to 48 hours.
- F. Holiday time earned will be paid at 100% up to 88 hours.

Action 8c

To: SFMD Fire Board

From: SFMD Administration

Date: December 18, 2024

Title: Review, discuss and possible action: Approval of First Amendment to Communications Site Lease Agreement with Cellco Partnership dba Verizon Wireless.

Recommended Action: Approval of the First Amendment to Communications Site Lease Agreement.

Action Summary: This is a contract renewal (amendment) for the cell tower located at Fire Station #32, referred to as “American Tower”. The contract currently expires on August 31, 2041, but this amendment allows for the tenant to extend the lease for six (6) additional five (5) year terms which could take it to 2071.

Financial Impacts: This amendment also includes an escalator of 3% each year with the original rent being \$1,140.60. This was not included in the original lease.

Relation to Goals: Create efficiencies that improve and sustain the capabilities of the District and Improve the resources of the District both human and capital.

Key Considerations: After doing some research, it was discovered that this amendment was approved by the Board at the September 2022 board meeting; however, it was not “fully executed” by the other side.

Attachments: Site Lease Agreement

Suggested Motion Motion to approve the First Amendment to the Communications Site Lease Agreement for the cell tower located at Sta #32.

THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This First Amendment to Communications Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Summit Fire District**, a political subdivision of the State of Arizona ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated August 17, 2010 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on September 1, 2011 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on August 31, 2041. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice

ATC Site No: 418859

VZW Site No: 419543

Site Name: AZ2 WINONA AZ

thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

2. **Rent and Escalation.** As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease, is equal to **One thousand one hundred forty and 60/100 Dollars (\$1,140.60)** per month (the "**Rent**"). Commencing on September 1, 2024 and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Summit AZ Fire District**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may

be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
6. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** The Parties acknowledge and agree that Section 17 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 8905 North Koch Field Road, Flagstaff, AZ 86004; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

ATC Site No: 418859
VZW Site No: 419543
Site Name: AZ2 WINONA AZ

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Tenant's Securitization Rights; Estoppel.** The Parties acknowledge and agree that the second paragraph in Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
10. **Taxes.** The Parties acknowledge and agree that Section 12 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

11. **Removal.** The Parties acknowledge and agree that third sentence in Section 7(a) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to removal shall be controlled by this Section of this Amendment. Within 60 days of the expiration or termination of the Lease, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the term, whether or not said items are considered fixtures and attachments to real property under applicable laws.
12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]