

P.O. Box 3625 Grand Canyon, AZ 86023 928-638-3473 – Phone

#### **AGENDA**

## Tusayan Fire District Board of Directors Regular Meeting PURSUANT TO A.R.S. § 38-431.02 & § 38-431.03

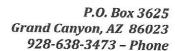
August 22, 2024 TUSAYAN FIRE DISTRICT BUILDING 408 Highway 64, Tusayan Arizona

NOTICE: Members of the public may call in to hear the live audio by dialing (669) 444-9171 US Meeting ID: 8917272885 Password: 6383473. Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Board of Directors of the Tusayan Fire District and to the general public that the TFD Board will hold a meeting open to the public on August 22, 2024 at employment compensation. If authorized by a majority vote of the TFD Board, an executive session may be entered and held immediately following a successful vote to enter executive session and will not be open to the public. The Board may change, in its discussion, the order in which any agenda items are discussed during the course of the meeting. Persons with a disability may request a reasonable accommodation by contacting the TFD at (928) 638-3473 as soon as possible.

- 1. Confirmation of quorum/Call to the Public
  - a. \*\*One or two Board Members may attend by telephone
  - b. \*\*In accordance with A.R.S. §38-431.01(H), members of the public may address the board on items not on the printed agenda. The Board may not discuss, consider, or act upon any matter raised during public comment. Comments will be limited to three minutes per person.
- 2. Discussion/Approval of July 11, 2024 Regular Meeting Minutes
- 3. Financial Report
- 4. Fire Chiefs Update
- 5. Old Business
  - a. Discussion, Update, and Possible Action Regarding Community Evacuation Plan
  - b. Discussion, Update, and Possible Action Regarding Town of Tusayan IGA
  - c. Discussion, Update, and Possible Action Regarding Agreement with the Forest Service to build an enclosed, heated parking bay structure
- 6. New Business
  - Discussion, Possible Action, and Approval Regarding Legal Representation for FY 2024-2025
     Resolution 2024-04 Legal Representation
- 7. Board Member Reports
- 8. Adjourn

The undersigned herby certifies that a copy of the foregoing notice was duly posted at the General Store, at the Tusayan Fire District and at the Tusayan Town Hall all located in Tusayan, Arizona on this \_\_\_\_\_\_ day of August, 2024 at \_\_\_\_\_ in accordance with the statement filed by the Tusayan Fire District.

DEDICATING OUR EFFORTS TO PROVIDE FOR THE SAFETY AND WELFARE OF THE CITIZENS AND VISITORS OF TUSAYAN AND OUR COMMUNITY THROUGH THE PRESERVATION OF LIFE, PROPERTY, AND THE ENVIRONMENT.





## MINUTES OF MONTHLY PUBLIC MEETING FOR THE TUSAYAN FIRE DISTRICT BOARD OF DIRECTORS

A public meeting of the Tusayan Fire District Governing Board was convened on, July 11, 2024 at the Tusayan Fire Station and via Zoom conference call, Tusayan AZ 86023.

#### Call to Public/Confirmation of Quorum

Meeting was called to order at 10:00 a.m. The following members of the Tusayan Fire District were present in person, Board Chair John Vail, Board Member Andrew Aldaz, Board Member Rob Gossard, Board Member, Elena Villanueva (Zoom). Others in attendance included Fire Chief Greg Brush, Chief of Administration Kate Johnson, Administrative Assistant Leattea McCarthy, quorum was confirmed.

Public Hearing for Presentation, Discussion, and Possible Action of Approval of Fiscal Year 2025 Budget Discussion from Board Members regarding Coconino County renting space at TFD.

a. Board Certification for Fiscal Year 2025 Budget- Presented by Kate Johnson. First by Vail, seconded by Aldaz. Motion carries unanimously.

## Discussion/Approval of June 13, 2024 Regular Meeting Minutes

Motion to approve regularly scheduled June 13, 2024 Meeting Minutes. First by Vail and seconded by Aldaz. Motion carries unanimously.

#### **Financial Report**

Presented by Johnson. Monthly Financial Report verbally and in written form. (See form for details). First by Vail and seconded by Aldaz. Motion carries unanimously.

#### Fire Chiefs Update

Chief Brush presented report verbally and in written form. (See form for details). Currently preparing for 5-year ISO Audit. Discussion from Board regarding an opt-out option. TFD will research ISO requirements. Board Member inquired about vaccine availability for Flu/Covid. Fire Chief will reach out to Debbie from the County.

#### **Old Business**

Discussion, Update, and Possible Action Regarding Community Evacuation Plan
Chief met with Charlie at Town Hall regarding Federal Grant opportunities and continues to meet
ongoing twice per week. Chief discussed a new Emergency Alert/Siren to install for the community.

Discussion and Possible Action and Approval regarding Town or Tusayan IGA
Formal IGA signature pending.

DEDICATING OUR EFFORTS TO PROVIDE FOR THE SAFETY AND WELFARE OF THE CITIZENS AND VISITORS OF TUSAYAN AND OUR COMMUNITY THROUGH THE PRESERVATION OF LIFE, PROPERTY, AND THE ENVIRONMENT.

Discussion, Update, and Possible Action Regarding Agreement with the Forest Service to build an enclosed, heated parking bay structure

Presented by Kate Johnson. Johnson has a meeting with the Fire Service on 7/15/25. Currently in the negotiation process, expects process to be long but moving forward. Will be an open concept building.

**New Business** 

None

**Board Member Reports** 

Aldaz – The Town Awareness Meeting has been moved to August 6<sup>th</sup> at 1 pm at the Town Hall. Encourages attendance from the public.

Vail - Thanked Kate & Quentin Johnson for helping with the 4th Of July beer sales.

Gossard-None

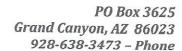
Villanueva- None

Adjourn

Meeting adjourned at 10:52 a.m. First by Vail, seconded by Aldaz. Motion passes unanimously.

amutes approved by Board on Date	
By	
To ensure compliance with Open Meeting Law, recipients of this message should not forward it to other board members or anyone. Board members	

"To ensure compliance with Open Meeting Law, recipients of this message should not forward it to other board members or anyone. Board members may reply to this message, but they should not send a copy of the reply to other members."





## FINANCIAL REPORT - June, 2024

- Info current as of August 20, 2024
- Bank: \$14,569.45
- Reserve Funds Account: \$52,038.16
  - o Grand total = \$66,607.61
- Accounts Payable
  - o We have checks to sign
- FY 2024 FDAT Revenue (Actual year to date): \$439.11
- Rental Income Station: \$2,242.73
- District Billing Fees: \$2,628.43
- Wildland Fire Income
  - Total YTD Net Cash Income: \$10,217.74
  - Total YTD Net Gain to TFD: \$17,452.07
- GCNP Mutual Aid contract renewal in progress
- Working with the Forest Service to enter into possible Agreement for use of Federal lands to build an enclosed, heated parking structure for TFD and Forest Service use.
- Exploring funding options through Coconino County for FY 2025 funding of Capital Investment for parking bay structure.

#### Profit and Loss July 1 - August 21, 2024

Income	TOTAL
4000 Property Tax Revenues	
4310 Other Revenue	8,695.39
TFD Supporter Shirts	
Total 4310 Other Revenue	50.00
	50.00
Billable Expense Income FDAT	10,307.01
Town of Tusayan - Contributions	439.11
Total Income	109,250.00
GROSS PROFIT	\$128,741.51
	\$128,741.51
Expenses 6000- PERSONNEL SERVICES	
6001- Fire Chief	
6005-Firefighter/EMT	14,746.63
6016- Business Administrator	73,074.35
6075 Vacation Accrual	11,246.20
Total 6000- PERSONNEL SERVICES	5,740.43
6100- RETIREMENT CONTRIBUTIONS	104,807.61
6101- Staff Pension	
Total 6100- RETIREMENT CONTRIBUTIONS	14,710.68
6200- INSURANCE	14,710.68
6203- Health	
6204- Dental	9,513.38
6206 VSP - Vistion	-101.70
Total 6200- INSURANCE	-27.46
6300- EMPLOYEE BENEFITS	9,384.22
6303 - State Compensation	
Total 6300- EMPLOYEE BENEFITS	8,998.00
6400- FUEL, OIL, LUBRICANTS	8,998.00
6401- Gasoline	108.58
Total 6400- FUEL, OIL, LUBRICANTS	5.36
6500- VEHICLE REPAIR & MAINT.	113.94
6501- Vehicles & Apparatus	2,025.00
6509 - Vehicle Supplies	1,711.64
Total 6500- VEHICLE REPAIR & MAINT.	138.94
6600- SMALL TOOLS & EQUIPMENT	3,875.58
6609 - Station Equipment	37.40
6611 Housing Appliances	44.87
Total 6600- SMALL TOOLS & EQUIPMENT	1,504.51
(i) 1/12/2006/000	1,586.78

#### Profit and Loss

July 1 - August 21, 2024

	TOTAL
6650- FIRE PROTECTION & EQUIP.	70.70
6651-Bunkers, Helmet, Boots	2,901.51
6655 Fire Hose	1,486.34
Total 6650- FIRE PROTECTION & EQUIP.	4,458.55
6900- DISPOSABLE SPLS/EQUIP	
6901- Janitorial Supplies	191.23
6903- Fire Suppression Supplies	143.40
Total 6900- DISPOSABLE SPLS/EQUIP	334.63
7000- ADMINISTRATIVE COSTS	
7001- Office Supplies, Postage	181.07
7002- Telephone, FAX	99.14
7005- Fees/Subscrip/Publication	2,994.49
7013 Internet	163.10
7015 Printing Expense - Ink	39.01
7016 Station TV	92.99
Total 7000- ADMINISTRATIVE COSTS	3,569.80
7100- PROFESSIONAL SERVICES	
7111 SCBA Service	500.00
Total 7100- PROFESSIONAL SERVICES	500.00
7300- TRAINING	
7309-Training Supplies	31.15
7311 Training Props	40.56
Total 7300-TRAINING	71.71
7400- INSURANCE - LIABILITY	
7401- Vehicle, Bldg, Malpractice	4,139.00
Total 7400- INSURANCE - LIABILITY	4,139.00
7500- PUBLIC UTILITIES	
7501- Electricity	1,092.66
7504- Water	107.75
7506 - Utility Payment for Emp	433.59
Total 7500- PUBLIC UTILITIES	1,634.00
7600- LEASES & RENTALS	
7603 - Property Lease	5,950.90
7606- Monthly Apartment Rent	-984.65
Total 7600- LEASES & RENTALS	4,966.25
7700- REPAIRS & MAINTENANCE	24.27
7850- GRANTS EXPENSE	~~·~!
7851- Grants Expense	46.03
Total 7850- GRANTS EXPENSE	46.03

#### Profit and Loss

July 1 - August 21, 2024

7000 MICOSTI ANEQUO	TOTAL
7900- MISCELLANEOUS	
7901- Banquet 7902- Social Events	231.20
7905- Beverages	158.16
	352.57
7907- Department Shirts 7909 - Patches	363.03
7910 TFD Supporter Shirts Expense	114.79
Total 7900- MISCELLANEOUS	69.68
	1,289.43
8100 Capital Expenses	
8107 Debt Service - Principal	12,936.72
8108 Debt Service - Interest	251.01
Total 8100 Capital Expenses	13,187.73
Payroll Expenses	
Company Contributions	
Health Insurance	18.00
Total Company Contributions	18.00
Taxes	9,891.99
Total Payroll Expenses	9,909.99
Unapplied Cash Bill Payment Expense	0.00
Total Expenses	\$187,608.20
NET OPERATING INCOME	\$ -58,866.69
Other Income	φ -50,000.09
4400- MISCELLANEOUS	
4404 - Donations	10 500 00
4407 Rental Income	12,500.00
Total 4400- MISCELLANEOUS	4,042.75
District Service Fees	16,542.75
Total Other Income	2,628.43
Other Expenses	\$19,171.18
Wildland Expense	
Total Other Expenses	23,013.00
NET OTHER INCOME	\$23,013.00
	\$ -3,841.82
NET INCOME	\$ -62,708.51

#### A/R Aging Summary

As of August 21, 2024

	CURRENT	1 - 180	181 - 360	361 - 540	541 AND OVER	TOTAL
TOTAL						\$0.00

#### A/P Aging Summary As of August 21, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
TOTAL		//				\$0.00

Budget vs. Actuals: FY\_2024\_2025 - FY25 P&L

July 2024 - June 2025

		TO	TAL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4000 Property Tax Revenues	8,695.39	557,421.00	-548,725.61	1.56 %
4310 Other Revenue	50.00	3,600.00	-3,550.00	1.39 %
Billable Expense Income	10,307.01		10,307.01	
FDAT	439.11	111,484.00	-111,044.89	0.39 %
Grant Income		60,000.00	-60,000.00	
Pooled Interest		4,000.00	-4,000.00	
Prior Year Capital Carry Fwd		129,392.00	-129,392.00	
Town of Tusayan - Contributions	109,250.00	600,000.00	-490,750.00	18.21 %
Total Income	\$128,741.51	\$1,465,897.00	\$ -1,337,155.49	8.78 %
GROSS PROFIT	\$128,741.51	\$1,465,897.00	\$ -1,337,155.49	8.78 %
Expenses				
6000- PERSONNEL SERVICES	104,807.61	738,857.00	-634,049.39	14.19 %
6100- RETIREMENT CONTRIBUTIONS	14,710.68	86,486.00	-71,775.32	17.01 %
6200- INSURANCE	9,384.22	0.00	9,384.22	
6300- EMPLOYEE BENEFITS	8,998.00		8,998.00	
6400- FUEL, OIL, LUBRICANTS	113.94	0.00	113.94	
6500- VEHICLE REPAIR & MAINT.	3,875.58	0.00	3,875.58	
6600- SMALL TOOLS & EQUIPMENT	1,586.78	0.00	1,586.78	
6650- FIRE PROTECTION & EQUIP.	4,458.55	0.00	4,458.55	
6690 Reconciliation Discrepancies		0.00	0.00	
6900- DISPOSABLE SPLS/EQUIP	334.63	0.00	334.63	
7000- ADMINISTRATIVE COSTS	3,569.80		3,569.80	
7100- PROFESSIONAL SERVICES	500.00	0.00	500.00	
7300- TRAINING	71.71	0.00	71.71	
7400- INSURANCE - LIABILITY	4,139.00		4,139.00	
7500- PUBLIC UTILITIES	1,634.00	0.00	1,634.00	
7600- LEASES & RENTALS	4,966.25		4,966.25	
7700- REPAIRS & MAINTENANCE	24.27	0.00	24.27	
7850- GRANTS EXPENSE	46.03	0.00	46.03	
7900- MISCELLANEOUS	1,289.43	0.00	1,289.43	
8000 - Town of Tusayan - IGA		0.00	0.00	
8100 Capital Expenses	13,187.73	0.00	13,187.73	
Payroll Expenses	9,909.99		9,909.99	
Unapplied Cash Bill Payment Expense	0.00		0.00	
Total Expenses	\$187,608.20	\$825,343.00	\$ -637,734.80	22.73 %
NET OPERATING INCOME	\$ -58,866.69	\$640,554.00	\$ -699,420.69	-9.19 %
Other Income				
4400- MISCELLANEOUS	16,542.75	51,556.00	-35,013.25	32.09 %
4405 - Wildland Income	essivetti (ali este este este este este este este est	45,000.00	-45,000.00	
District Service Fees	2,628.43	12,000.00	-9,371.57	21.90 %
Total Other Income	\$19,171.18	\$108,556.00	\$ -89,384.82	17.66 %

Budget vs. Actuals: FY\_2024\_2025 - FY25 P&L

July 2024 - June 2025

		TOT	ΓAL	
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Other Expenses				
Wildland Expense	23,013.00		23,013.00	
Total Other Expenses	\$23,013.00	\$0.00	\$23,013.00	0.00%
NET OTHER INCOME	\$ -3,841.82	\$108,556.00	\$ -112,397.82	-3.54 %
NET INCOME	\$ -62,708.51	\$749,110.00	\$-811,818.51	-8.37 %

8/21/24, 8:01 AM Print

8/2	21/24, 8:01 AM			FILE	_	-	C	70.1
	Date	Ref No. Type	Payee Account	Memo	Payment	Deposit	Stat Auto	Balance
		Paycheck	-Split-					
	08/02/2024	ASRS08022024	Arizona State Retirement System	ASRS080224	\$8,361.86			\$98,391.31
	08/01/2024	Check 835300024	-Split- Chase Card Services		\$5,030.70			\$106,753.17
		Bill Payment	2000 Accounts Payable					
	08/01/2024	835300023	Choice Wireless		\$163.10			\$111,783.87
		Bill Payment	2000 Accounts Payable					
	08/01/2024	8	•	Deposit # 473		\$13,625.51		\$111,946.97
		Deposit	-Split-	and the second control of the second				
	07/31/2024	•				\$430.07	R	\$98,321.46
		Deposit	FDAT					
	07/31/2024	8				\$2.34	R	\$97,891.39
		Deposit	FDAT					
	07/31/2024					\$0.01	R	\$97,889.05
		Deposit	FDAT					
	07/31/2024	*				\$6.69	R	\$97,889.04
		Deposit	FDAT					
	07/31/2024	10.70				\$8,691.93	R	\$97,882.35
		Deposit	4000 Property Tax Revenues					
	07/29/2024					\$0.66	R	\$89,190.42
1		Deposit	4000 Property Tax Revenues					
	07/24/2024	835300022	Linde Gas & Equipment Inc.		\$143.40		R	\$89,189.76
		Bill Payment	2000 Accounts Payable					
	07/24/2024	835300021	DSB Distributing, LLC		\$175.82		R	\$89,333.16
		Bill Payment	2000 Accounts Payable					
	07/24/2024	835300020	United States Treasury		\$18.00			\$89,508.98
		Bill Payment	2000 Accounts Payable					
	07/24/2024	835300019	Valle Airpark (John Richardson)		\$811.54			\$89,526.98
		Bill Payment	2000 Accounts Payable		8			
	07/24/2024	835300018	Michael Wycoff		\$24.83			\$90,338.52
		Bill Payment	2000 Accounts Payable					
	07/24/2024	835300017	EMI Health		\$8,334.92			\$90,363.35
		Bill Payment	2000 Accounts Payable					
	07/24/2024	835300016	Anthony Diluzio		\$60.08			\$98,698.27
		Bill Payment	2000 Accounts Payable					
	07/24/2024	835300015	Arizona Public Service		\$1,092.66		R	\$98,758.35
		Bill Payment	2000 Accounts Payable					
	07/24/2024	835300014	Arizona Department of Revenue		\$175.00		R	\$99,851.01
1		Bill Payment	2000 Accounts Payable		4			
	07/24/2024	835300013	Red Feather Properties		\$2,315.25			\$100,026.01
		Bill Payment	2000 Accounts Payable					

8	/21/24, 8:01 AI	M		Print				
	Date	Ref No. Type	Payee Account	Memo	Paymen	t Deposit	Stat Auto	
	07/19/202	4	IRS	Tax Payment for Period: 07/17/2024-07/19/2024 DD07192024		3	R	\$102,341.26
		Tax Payment	Payroll Liabilities:Federa Taxes (941/943/944)	I				
	07/19/202	4	Edward C. OBannon	Pay Period: 07/01/2024-07/14/2024	\$1,633.65	5	R	\$110,316.54
		Paycheck	-Split-					
	07/19/202	4	Michael (1) Wycoff	Pay Period: 07/01/2024-07/14/2024	\$1,976.61		R	\$111,950.19
		Paycheck	-Split-					
	07/19/2024	4	Leattea McCarthy	Pay Period: 07/01/2024- 07/14/2024	\$363.08		R	\$113,926.80
		Paycheck	-Split-					
	07/19/2024	1	Kathleen Johnson	Pay Period: 07/01/2024- 07/14/2024	\$5,756.11		R	\$114,289.88
		Paycheck	-Split-					
	07/19/2024		Miguel Ibarra Dimas	Pay Period: 07/01/2024- 07/14/2024	\$2,018.97		R	\$120,045.99
		Paycheck	-Split-					
	07/19/2024		Anthony S. Diluzio	Pay Period: 07/01/2024- 07/14/2024	\$1,773.62		R	\$122,064.96
		Paycheck	-Split-	D D 1 1 0=1011000				
	07/19/2024		Gregory M. Brush	Pay Period: 07/01/2024- 07/14/2024	\$2,488.60		R	\$123,838.58
		Paycheck	-Split-	D D 1 07/01/0004				
	07/19/2024		Galen P. McCarthy	Pay Period: 07/01/2024- 07/14/2024	\$21.19		R	\$126,327.18
		Paycheck	-Split-	D. D. 1 1 05/01/0004				
	07/19/2024		Gregory Lawrence	Pay Period: 07/01/2024- 07/14/2024	\$2,671.63		R	\$126,348.37
		Paycheck	-Split-	Per Period 07/01/0004				
	07/19/2024		Zealand Pes	Pay Period: 07/01/2024- 07/14/2024	\$1,565.89		R	\$129,020.00
		Paycheck	-Split- Arizona State Retirement					
	07/19/2024	ASRS07192027 Check	System	ASRS081624	\$6,898.18		R :	\$130,585.89
			-Split- Municipal Emergency					
	07/18/2024	835300012	Services		\$1,486.34		R S	\$137,484.07
	0=40404	Bill Payment	2000 Accounts Payable Diesel Support Group,					
	07/18/2024	835300011 Bill Payment	LLC		\$2,550.00		R S	\$138,970.41
	07/18/2024	835300010	2000 Accounts Payable NAPA		\$138.94		R §	8141,520.41
		Bill Payment	2000 Accounts Payable					\$5.0
		Deposit	-Split-	Deposit # 472		\$11,664.70	R §	5141,659.35
	07/11/2024			Deposit # 471		\$113,437.98	R \$	3129,994.65
		Deposit	-Split-					

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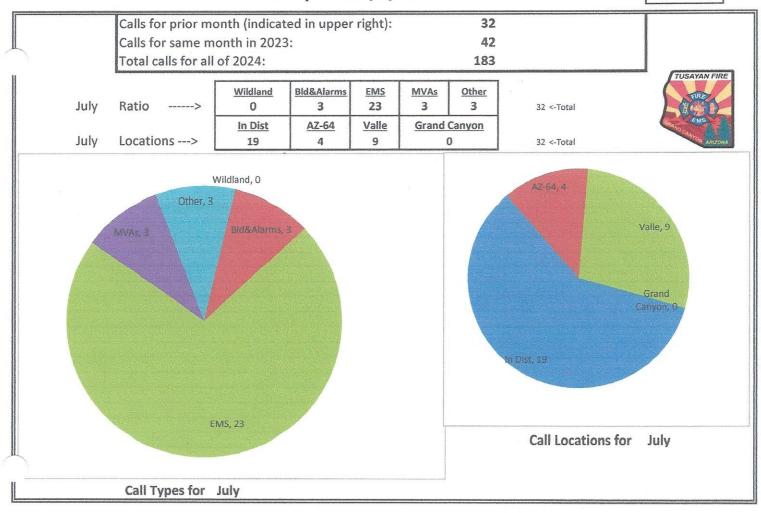
8	/21/24, 8:01 AN	1		Print				
	Date	Ref No.	Payee	Memo	Payment	Deposit	Stat	Balance
		Type	Account				Auto	)
	07/10/2024	ASRS070536	Health Equity		\$1,039.12		R	\$16,556.67
	07/10/202/	Bill Payment ASRS070535	2000 Accounts Payable					
	07/10/2022	Bill Payment	Health Equity		\$25.00		R	\$17,595.79
	07/08/202/	835300009	2000 Accounts Payable VFIS		A 120 00		D	A15 (30 50
	011001202	Bill Payment	2000 Accounts Payable		\$4,139.00		R	\$17,620.79
	07/08/2024	835300008	ESO Solutions, Inc.		\$2,395.64		R	\$21,759.79
		Bill Payment	2000 Accounts Payable		Ψ2,373.01		10	Φ21,137.17
	07/08/2024	835300007	Century Link		\$49.72		R	\$24,155.43
		Bill Payment	2000 Accounts Payable					4-1,200110
	07/08/2024	835300006	Personnel Safety Enterprises-Zee Medical		\$500.00		R	\$24,205.15
		Bill Payment	2000 Accounts Payable					
	07/08/2024	835300005	USDA Forest Service		\$620.40		R	\$24,705.15
	07/09/2024	Bill Payment	2000 Accounts Payable					
	07/08/2024	835300004 Bill Payment	Safeguard		\$175.72		R	\$25,325.55
		Biii i ayincin	2000 Accounts Payable	Tax Payment for Period:				
	07/05/2024		IRS	07/03/2024-07/05/2024 DD07052024	\$6,091.07		R	\$25,501.27
		Tax Payment	Payroll Liabilities:Federal Taxes (941/943/944)					
	07/05/2024	ASRS070524	Arizona State Retirement System	ASRS060724	\$5,473.98		R	\$31,592.34
		Check	-Split-					
	07/05/2024		Zealand Pes	Pay Period: 06/17/2024- 06/30/2024	\$1,420.96		R	\$37,066.32
		Paycheck	-Split-	Day B 4. 06/17/2024				
	07/05/2024	7052024 Paycheck	Bruce D. Baker	Pay Period: 06/17/2024- 06/30/2024	\$2,610.95		R	\$38,487.28
			-Split-	Par Paris d. 06/17/0004				
	07/05/2024	7052024	Miguel Ibarra Dimas	Pay Period: 06/17/2024- 06/30/2024	\$1,229.74		R	\$41,098.23
		Paycheck	-Split-					
	07/05/2024	7052024	Gregory M. Brush	Pay Period: 06/17/2024-06/30/2024	\$2,377.40		R	\$42,327.97
		Paycheck	-Split-					
	07/05/2024		Leattea McCarthy	Pay Period: 06/17/2024- 06/30/2024	\$453.66		R .	\$44,705.37
		Paycheck	-Split-					
	07/05/2024		Whender wycom i	Pay Period: 06/17/2024- 06/30/2024	\$963.82		R :	\$45,159.03
		Paycheck	-Split-					
	07/05/2024		ratifical Joinison	Pay Period: 06/17/2024- 06/30/2024	\$2,376.59		R S	\$46,122.85
		Paycheck	-Split-					
}	07/05/2024		Luwaiu C. O Baillion	Pay Period: 06/17/2024- 06/30/2024	\$1,365.75	1	R S	\$48,499.44
	J	Paycheck	-Split-					

	8/21/24, 8:01 A	M		Print				
	Date	Ref No. Type	Payee Account	Memo	Payment	Deposit	Sta Aut	
_	07/05/202	4 7052024	Anthony S. Diluzio	Pay Period: 06/17/2024-06/30/2024	\$946.29		R	\$49,865.19
		Paycheck	-Split-					
	07/05/202	4 7052024	Gregory Lawrence	Pay Period: 06/17/2024-06/30/2024	\$2,646.41		R	\$50,811.48
	07/00/00	Paycheck	-Split-					
	07/03/202	4	4000 D			\$2.80	R	\$53,457.89
	07/01/000	Deposit	4000 Property Tax Revenues					
	07/01/202	4 835300003	NAEMS		\$50.00		R	\$53,455.09
	07/01/202	Bill Payment 4 835300002	2000 Accounts Payable	CY 44 COORS				
	07/01/2024		National Bank of Arizona	CL11600011444174900	1 \$13,187.73	3	R	\$53,505.09
		Bill Payment	2000 Accounts Payable					
	07/01/2024	4 835300001	Grand Canyon National Park Airport.		\$436.59		R	\$66,692.82
		Bill Payment	2000 Accounts Payable					
	07/01/2024	4 834300356	Securis Insurance Pool, Inc		\$8,998.00		R	\$67,129.41
		Bill Payment	2000 Accounts Payable					
	06/30/2024	4	IRS	Tax Payment for Period: 06/29/2024-06/30/2024 Volunteer Stipends	\$1,342.84		R	\$76,127.41
		Tax Payment	Payroll Liabilities:Federal Taxes (941/943/944)					
	06/30/2024	1		Deposit # 469		\$450.00	R	\$77,470.25
		Transfer	Supporter Shirts					7.7.7.7.
	06/30/2024	Deposit # 468	grand Canyon Rotary Club.			\$675.00	R	\$77,020.25
		Payment	Patients Invoiced					
	06/30/2024	835300004	AZ Department of Revenue	Tax Payment for Period: 06/01/2024-06/30/2024	\$1,154.90		R	\$76,345.25
		Tax Payment	Payroll Liabilities:AZ Income Tax					
	06/30/2024	834300374	Internal Revenue Service	86-0843550 2Q2024 941	\$13.32		R	\$77,500.15
		Check	2101 Payroll Liabilities:Federal Withholding					
	06/30/2024	834300373	Tax	Tax Payment for Period: 04/01/2024-06/30/2024 2Q 2024 Ui Tax Wages	\$96.28		R	\$77,513.47
		Tax Payment	-Split-					
	06/30/2024		United Fire		\$8,559.04		R	\$77,609.75
		Bill Payment	2000 Accounts Payable					
	06/30/2024		Choice Wireless		\$163.10			\$86,168.79
	06/30/2024	Bill Payment	2000 Accounts Payable Red Feather Properties					
1		Bill Payment	2000 Accounts Payable		\$2,315.25	G	R	\$86,331.89
	06/30/2024		Chase Card Services		\$2,680.72	H	R :	\$88,647.14
		Bill Payment	2000 Accounts Payable					Ψ30,0T7.14

#### Deposit Detail

July 1 - August 21, 2024

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	MEMO/DESCRIPTION		
NorwestWarrant			JOO! OINLY!	VENDOR	MEMO/DESCRIPTION	CLR	AMOUNT
07/03/2024	Deposit						
						R	2.80
							2.80
07/11/2024	Deposit				Deposit # 471		
						R	113,437.98
					1st Fiscal Quarter Payment		109,250.00
					Response Recovery Funds Rent		2,628.43
							1,125.51
					Employee Benefits		434.04
07/11/2024	Deposit				Donocit # 470		
					Deposit # 472	R	11,664.70
					Response Recovery Funds		8,457.97
					Response Recovery Funds		1,849.04
					Rent-Employee		207.69
					Rent-Guardian		1,150.00
07/29/2024	Deposit					228	
						R	0.66
							0.66
07/31/2024	Deposit					-	
						R	8,691.93
							8,691.93
07/31/2024	Deposit						
						R	6.69
\							6.69
7/31/2024	Deposit					R	
						п	0.01
07/04/005							0.01
07/31/2024	Deposit					R	
						n	2.34
27/24/22							2.34
07/31/2024	Deposit					D	
						R	430.07
001011011							430.07
08/01/2024	Deposit				Deposit # 473		40.000
					August Rent		13,625.51
					Sale of Old Engine 51		1,125.51
					- I or or a Light of		12,500.00
Supporter Shirts							
08/01/2024	Deposit				Deposit 474		
					Shirts		55.00
							50.00
					i ator		-5.00
e e o o o o	1 4 201 11 11 22				Patch		



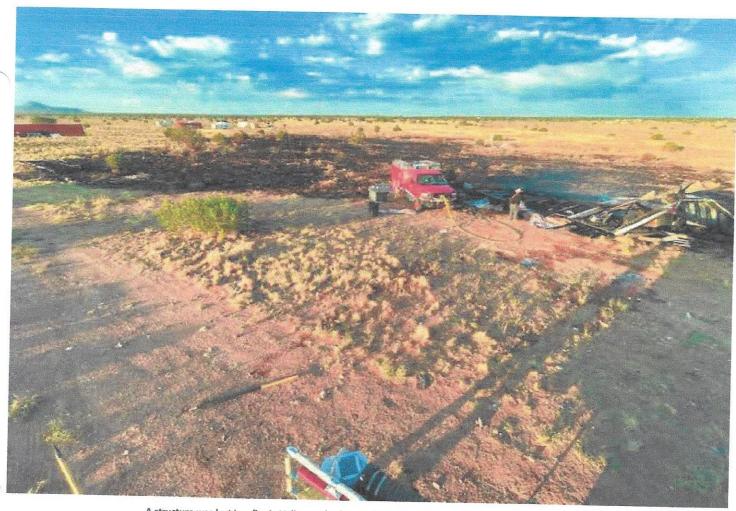
#### **Updates:**

- The older E-51 F550 Midipumper was sold in July. This apparatus was replaced by the new Pierce Responder, which was purchased by the residents and Town of Tusayan. The 2001 F550 now resides at Rocky Point Fire Department in Tennessee.
- Rescue 5 is now back in service, the turbo and hoses have been repaired.
- Ladder 51's broken flow gauges have been replaced, all is working normally.
- TFD assisted with the GC Food Pantry on July 17th.
- The next Food Pantry will be on August 21st at Town Hall (3rd Wed of the month).
- Fire Extinguisher Classes are being offered at TFD, or at your business location if requested with enough notice. Please contact TFD at 638.3473.

Please visit the Tusayan Fire Department Facebook page for: updates, local news, training,



7/17/24, Tusayan Fire
was requested by
GC Airport for an airplane
incident; the plane had
a potential hydraulic
failure and landing
gear integrity was
compromised. Landed
without incident.



A structure was lost in a fire in Valle on 7/31/24. The fire spread to approximately 1/2 acre.



7/22/24, Firefighters conducted an aerial ladder training at Grand Canyon Plaza.

[Photo by Zealand Pes]

# FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF TUSAYAN AND TUSAYAN FIRE DISTRICT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF TUSAYAN AND TUSAYAN FIRE DISTRICT (this "Amendment") is made as of \_\_\_\_\_\_\_\_ between the Town of Tusayan (the "Town"), an Arizona municipal corporation, and the Tusayan Fire District (the "District"), a political subdivision of the State of Arizona. The Town and the District may hereinafter be referred to each as a "Party," or collectively, as the "Parties."

#### **RECITALS**

- A. The Parties entered into an Intergovernmental Agreement (the "Agreement") on July 14, 2022.
- B. The Parties desire to amend the Agreement to further clarify the Parties' respective rights and obligations thereunder and pursuant to Town Resolution No. 2024-15.

NOW, THEREFORE, pursuant to A.R.S. § 11-952, and in consideration of the mutual covenants contained herein, the parties hereby agree to amend the Agreement and enter this Amendment as follows:

#### **AGREEMENT**

**Section 3(a)** of the Agreement is amended as follows (additions in **BOLD CAPS**; deletions in strikethrough):

- 3. Compensation.
  - (a) Annual Compensation. The DISTRICT will be solely responsible for hiring and supervising the SUPPLEMENTAL STAFF. The TOWN agrees to provide funding of at least \$200,000 600,000 and up to \$450,000 750,000 ("Town Funds") to the DISTRICT for the fiscal year, beginning July 1, 2021. Any funds exceeding the \$450,000 750,000 could be considered donations, to be used for required DISTRICT expenses, including but not limited to fire engine/apparatus, maintenance and supplies.

In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Town of Tusayan	Grand Canyon Unified School District No. 4
Mayor	Chairperson
Attest:	Attest:
TOWN Manager	DISTRICT Chief
Attorney's Approval: Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and with the powers and with the powers and authority granted under the laws of this State.	Attorney's Approval: Approved, pursuant to A.R.S. § 11-952(D), as being in proper form and with the powers and with the powers and authority granted under the laws of this State.
Attorney for TOWN	Attorney for DISTRICT



# COCONINO COUNTY ARIZONA OFFICE OF THE COUNTY ATTORNEY

William P. Ring County Attorney

Ammon Barker Chief Deputy County Attorney

July 18, 2024

Tusayan Fire District Attn: Chief Greg Brush PO Box 3625 Grand Canyon, AZ 86023

Re: Legal Representation for FY 2024-2025, ending June 30, 2025.

Dear Chief Greg Brush,

In order for the Coconino County Attorney's Office to best represent your district, we need the most up to date information as possible for the upcoming year. Please fill out and return this document with the information requested below. If more convenient, you may send this document electronically to our Civil Legal Assistant, Maise El-Ters (melters@coconino.az.gov).

1. Board Members (in no particular order):

NAME	EMAIL ADDRESS	
John Vail Board Chair	John. TFdGc@outlook.com	
Andrew Aldaz	Andrew. TFDGC@ Outloo K.com	
Elena Villanueva	Elena. TFDG-C@ Outlook.com	
Chalmer (Pete) Shearer	Pshearer. TFDGCG outlook. com	
Robert Gossard , Board Clerk	3 RGOSSard. TFDGC@ Outlook.com	
•		

2. Have you designated anyone else to speak on your behalf to the Coconino County Attorney's Office?

a. If yes, please provide their name(s) and email address below:

NAME	EMAIL ADDRESS
Grea Brosh Fire Chief	GBrush. TFDGC@ Outlook. com
Greg Brush, Fire Chief Kate Johnson, Admin	Kate. TFDGQOUTLOOK. com
There services from the	100001119000000000000000000000000000000



# COCONINO COUNTY ARIZONA OFFICE OF THE COUNTY ATTORNEY

William P. Ring County Attorney

Ammon Barker Chief Deputy County Attorney

July 18, 2024

Tusayan Fire District Attn: Chief Greg Brush PO Box 3625 Grand Canyon, AZ 86023

Re: Legal Representation for FY 2024-2025, ending June 30, 2025.

Dear Chief Greg Brush,

Arizona Law provides that the County Attorney may advise and represent a fire district if, in the County Attorney's judgment, the advice and representation are appropriate and not in conflict with the County Attorney's duties under A.R.S. § 11-532. A fire district is also authorized to retain private legal counsel. A.R.S. § 48-805. Our annual review of the Tusayan Fire District file indicates that there is an existing attorney-client relationship with Tusayan Fire District.

The purpose for this letter is to establish the terms and conditions of County Attorney representation of the District. These conditions establish the attorney- client relationship and reflect the ethical obligations that any attorney representing the District owes to the District as a government organization. Please note that this Agreement is intended to establish a limited representation only, and not a general representation for all legal matters. The District must carefully review and consider the various ways in which the County Attorney's representation will be limited, as described in the terms of this letter. The conditions also establish the terms of disengagement and termination of the attorney client relationship if circumstances arise that reasonably require our withdrawal from representation.

It is important to note from the outset that the Fire District Governing Board may employ the attorney of its choice to represent the District, either with or without the consent of the County Attorney. Employment of outside counsel with the County Attorney's prior consent can demonstrate good business judgment by the District so that the continuum of District legal services can be coordinated. Prior consent also avoids the resulting appearance of "piecemeal" representation or instances in which there is uncertainty whether the District is represented or not by legal counsel. If employment is without the consent of the County Attorney, then the County Attorney is not obligated to represent the District with regard to any matter for which other counsel was employed. The County Attorney is not responsible for outside counsel's exercise of professional judgment. Outside counsel's legal fees and costs are a District expense. This letter confirms the conditions of the attorney client relationship.

- You understand that the legal services we provide to you may be limited due to attorney time constraints and the prioritization of statutorily mandated duties, in accordance with A.R.S. §§ 48-805(G) and 48-853(C).
- You understand that the legal services we provide are discretionary and we may decline to provide you legal services on any given matter if we cannot provide competent representation in a timely manner consistent with our ethical obligations. If we cannot provide you legal services on a matter, we will inform you via email after evaluation of the request for legal services. It is the District's responsibility to provide the County Attorney with a current email address, where these declinations may be received in a timely manner.
- The County Attorney shall not provide legal services regarding changes to District boundaries pursuant to A.R.S. § 48-262 due to potential conflicts of interest with the County Board of Supervisors. The District must hire outside counsel for legal representation regarding any potential boundary changes.
- We shall respond to your request for service with reasonable diligence and promptness.
- We shall consider requests for service from your Governing Board when acting as the District Board, or from your chief administrator only. If the governing board intends to empower other individuals within the organization to request our services, then the District Board must first pass a resolution to that effect, provide us with the resolution, and inform us of the person(s) authorized to make such requests for legal services on behalf of the District.
- Our client is the District itself, acting by and through the District Board. We do not and
  will not represent individual Board members when acting in their personal or individually
  elected capacities, and we do not render advice that is unrelated to the legal business of
  the District. Further, we do not and will not represent any other entity, partnership,
  auxiliary, organization, committee, or other association that is not directly created by, and
  constitutes a part of, the District itself, even if such other entity may be affiliated with,
  and/or even overseen by, the District.
- We shall keep all communications with the District confidential. Our communications are limited to those individual(s) the District Board specifically designates in advance as the point of contact for the Organization.
- We shall abide by the District Board's decisions concerning the objectives of representation and we shall consult with you regarding the means by which the objectives are pursued. Our representation does not constitute an endorsement of the District Board's political, economic, social or moral views and activities. However, we also reserve the right to withdraw from representation if the objectives of representation are contrary to law or, in our view, good policy.
- In the event we become informed of the potential for a conflict of interest, we shall bring the matter to your attention. The circumstance may require our withdrawal from representation. Specifically, our representation of the County Board of Supervisors and the elected County Officers must take priority over our representation of the District. If presented with an inquiry that presents such a conflict, we shall decline representation for that matter and the District must seek outside counsel.
- We will not be able to represent the District in any protracted litigation.
- You shall cooperate with the Coconino County Attorney's Office in the coordination of services provided by the representation. This includes, but is not limited to, providing all

- relevant information in a timely manner that relates to the matter or issue at hand, and promptness in responding to communications from our Office.
- The District is obligated to pay the County for provision of legal services whenever the District is billed for the same. The attorney providing legal services will advise the District in writing before beginning work when the District will be billed for particular legal services. Where you have been advised that the District will be billed for a particular legal service and/or representation on a matter, billing for services shall occur quarterly, and payment shall be due forty-five (45) days after the date the invoice was produced.
- We reserve the right to terminate and withdraw from representation in all situations where allowed by law. Such circumstances include, but are not limited to, your failure to pay invoices within forty-five (45) days of the due date; your failure to substantially fulfill an obligation to one of our attorneys regarding the attorneys' services after being given reasonable warning that the attorney will withdraw unless your obligation is fulfilled; the District's desire to pursue an objective that, in our view, is neither good law nor good policy; or other circumstances that arise and that, in our sole discretion, constitute sufficient grounds for termination.

These revised terms and conditions of engagement are effective upon passage of a Board Resolution approving this representation and your authorized agent's signature below. This engagement expires June 30, 2025. The terms and conditions of re-engagement shall be annually re-evaluated prior to the expiration date. We shall disengage services on June 30, 2025, unless we consent to continuing representation and a Board Resolution re-engaging services is approved by your Board of Directors and delivered to our Office with a signed original re-engagement letter.

If the District agrees to representation by the Coconino County Attorney's Office, the authorized agent should sign below, attach a Board Resolution approving this representation, and return the letter to me.

Sincerely,

William P. Ring

COCONINO COUNTY ATTORNEY



# COCONINO COUNTY ARIZONA OFFICE OF THE COUNTY ATTORNEY

William P. Ring County Attorney

Ammon Barker Chief Deputy County Attorney

The Board of Directors for the Tusayan Fire District has reviewed the terms and conditions as set forth in the FY 2023-2024 letter of engagement and has resolved that:

X	The District agrees to representation by the Coconino County Attorney's Office for F' 2024-2025, under the terms and conditions set forth in the letter of engagement and is <b>providing a copy of the Board Resolution</b> .
	The District is declining representation by the Coconino County Attorney's Office for FY 2024-2025, as affirmed by the authorized signature below. (Please provide a <b>copy of the corresponding Board action</b> . If applicable, it would also be helpful for you to provide us with the name of your chosen law firm/attorney by writing it in the space below.)

DATED this 2 day of / figures, 2024

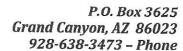
Tusayan Fire District

By: / h w / / A= / (printed name)

Position: Oct e) / A= / (printed name)

Please Attach Board Resolution

(Fire Chief, Board Chair, etc.)





#### **RESOLUTION # 2024-04**

#### **Legal Representation for Fiscal Year 2025**

The Tusayan Fire District adopts the following Resolution for the purpose of assigning legal representation with the Coconino County of Arizona County Attorney's Office. This resolution shall also include all terms, conditions and fees of engagement. (Please see Coconino County Fire Districts/Special Districts Billing Rates adopted by the Arizona Board of Supervisors pursuant to A.R.S. 11-251.06 and A.R.S. 48.819.)

WHEREAS A.R.S. 48-805 (F) states the county attorney may advise and represent the district if in the county attorney's judgment, the advice and representations are appropriate and not in conflict with the country attorney's duties under A.R.S. section 11-532. If the county attorney is unable to advise and represent the district due to a conflict of interest, the district may retain private legal counsel or may request the attorney general to represent it, or both.

NOW THEREFORE, the Tusayan Fire District resolves as follows:

Authorizing agreement for services with the Coconino County Attorney's Office and all terms, conditions and fess of engagement.

That this Resolution is passed, adopted and approved by the Tusayan Fire District on this 22<sup>nd</sup> day of August 2024,

Jul -	
Board Chairperson – John Vail	Board Clerk – Rob Gossard
Board Clerk- Chalmer Shearer	Board Member – Flena Villanueva

Board Member -Andrew Aldaz