



**NOTICE OF MEETING
REGULAR MEETING
TOWN COUNCIL**

Mayor Gerry M. Friedel

Vice Mayor Allen Skillicorn

Councilmember Gayle Earle

Councilmember Brenda J. Kalivianakis

Councilmember Hannah Larrabee

Councilmember Peggy McMahon

Councilmember Rick Watts

**TIME: 5:30 PM - REGULAR MEETING
DOORS OPEN 15 MINUTES PRIOR TO THE START OF THE MEETING.**

WHEN: TUESDAY, JANUARY 20, 2026

**WHERE: FOUNTAIN HILLS COUNCIL CHAMBERS
16705 E. AVENUE OF THE FOUNTAINS, FOUNTAIN HILLS, AZ**

Councilmembers of the Town of Fountain Hills will attend either in person or by telephone conference call; a quorum of the Town's various Commission, Committee or Board members may be in attendance at the Council meeting.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

REQUEST TO COMMENT

The public is welcome to participate in Council meetings.

TO SPEAK TO A CONSENT OR REGULAR AGENDA ITEM, complete a Request to Comment card and hand it to the Town Clerk prior to discussion of that item. Include the agenda item NUMBER on which you wish to comment. A separate submission is required for each agenda item. Request to Comment cards will not be accepted once the Council deliberations begin. Submit a Request to Comment card prior to a public hearing agenda item.

TO COMMENT ON A CONSENT OR REGULAR AGENDA ITEM IN WRITING ONLY, complete a Request to Comment card, indicating that it is a written comment, check the box on whether you are FOR or AGAINST a consent or regular agenda item, and hand it to the Town Clerk prior to discussion on that item. A separate submission is required for each agenda item.

TO COMMENT IN WRITING ONLINE, Visit <https://www.fountainhillsaz.gov/publiccomment> and submit a Request to Comment card no later than 12:00 PM on the day prior to the meeting. These comments are shared with the Town Council.

This Request to Comment card, and any information you write on it, is a public record subject to public disclosure.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Town Council, and to the general public, that at this meeting, the Town Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the Town's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. INVOCATION

- a. **INVOCATOR:** Pastor Rod Warembourg, Desert Creek Fellowship

3. ROLL CALL

4. STATEMENT OF PARTICIPATION

Anyone wishing to address the Council regarding items listed on the agenda should fill out a Request to Comment card located in the back of the Council Chambers and hand it to the Town Clerk prior to consideration of that agenda item. Once the agenda item has started, late requests to speak cannot be accepted. When your name is called, please approach the podium, speak into the microphone, and state your name and if you are a resident for the public record. Please limit your comments to three minutes. To avoid disruption of the meeting, to maintain decorum, and provide for an equal and uninterrupted presentation, applause is not permitted, except when community members are being honored by the Council.

5. SUMMARY OF CURRENT EVENTS BY TOWN MANAGER AND PROCLAMATIONS

- a. **RECOGNITION:** Mayor's Veteran of the Month — Technical Sergeant Richard Shogren, USAF (Ret.)
- b. **RECOGNITION:** Mayor's Business Spotlight — Sami Fine Jewelry
- c. **RECOGNITION:** Angela Padgett-Espiritu — Recipient of the IIMC Certified Municipal Clerk (CMC) Certificate.
- d. **RECOGNITION:** Martin Luther King, Jr. Day — Youth Poetry Contest Winners.
- e. **PROCLAMATION:** Martin Luther King Jr. Week
- f. **PROCLAMATION:** Human and Sex Trafficking Awareness Month.
- g. **PROCLAMATION:** Speak Up, Stand Up, Save a Life Month

6. PRESENTATIONS

- a. **PRESENTATION:** International Dark Sky Discovery Center Update

7. CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine, noncontroversial matters and will be enacted by one motion of the Council. All motions and subsequent approvals of consent items will include all recommended staff stipulations unless otherwise stated. There will be no separate discussion of these items unless a councilmember or member of the public so requests. If a councilmember or member of the public wishes to discuss an item on the Consent Agenda, he/she may request so prior to the motion to accept the Consent Agenda or with notification to the Town Manager or Mayor prior to the date of the meeting for which the item was scheduled. The items will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- a. **CONSIDERATION AND POSSIBLE ACTION:** Regarding a Purchase of Replacement Self-Contained Breathing Apparatus Equipment for the Fire Department

8. REGULAR AGENDA

- a. **CONSIDERATION AND POSSIBLE ACTION:** Relating to a fill waiver for 15656 E.

Centipede Road (CFW25-000003).

- b. **CONSIDERATION AND POSSIBLE ACTION:** Regarding a CUT/FILL WAIVER request to permit an area of approximately 1,781 square feet to exceed the maximum 10-foot visible FILL allowance up to approximately 20 feet deep maximum fills for development of a single-family residence for the property on 9681 N. Four Peaks Way.
- c. **PUBLIC HEARING, with CONSIDERATION AND POSSIBLE ACTION:** Relating to a Special Use Permit to allow a patio cover in the front yard setback of the home at 17114 E. Fairway Court (SUP25-000004).
- d. **CONSIDERATION AND POSSIBLE ACTION:** Relating to Ordinance 26-01, amending Town Code Chapter 7, Building Regulations, Section 7-1-2 C to delete the requirements from the International Energy Code for energy monitoring (Sec. C405.13) and renewable energy systems (Sec. C405.15).
- e. **CONSIDERATION AND POSSIBLE ACTION:** Regarding Resolution 2026-01, Development Impact Fees
- f. **CONSIDERATION AND POSSIBLE ACTION:** Regarding the Noon Kiwanis Desert Vista Beginner Bike Park Agreement and Project
- g. **DISCUSSION AND POSSIBLE DIRECTION:** Regarding directing staff to begin the process of securing legal services to review the draft revisions to the Town's wireless communication towers and antennas ordinances and related documents.

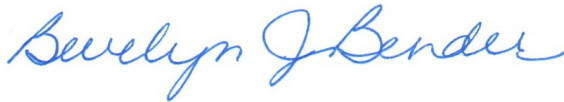
9. COUNCIL DISCUSSION/DIRECTION TO THE TOWN MANAGER

Item(s) listed below are related only to the propriety of (i) placing such item(s) on a future agenda for action, or (ii) directing staff to conduct further research and report back to the Council.

10. FUTURE AGENDA ITEMS

11. ADJOURNMENT

Dated this 15 day of January, 2026.



Bevelyn J. Bender, Town Clerk

The Town of Fountain Hills endeavors to make all public meetings accessible to persons with disabilities. Please call (480) 816-5100 (voice) or (800) 367-8939 (TDD) 48-hours prior to the meeting to request reasonable accommodation to participate in the meeting or to obtain agenda information in large print format. Supporting documentation and staff reports furnished to the Council with this agenda are available for review in the Clerk's Office.



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Town Clerk
Prepared by: Angela Espiritu, Executive Assistant/Deputy Town Clerk
Staff Contact Information: Phone: 480-816-5107
Email: aespiritu@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

RECOGNITION: Mayor's Veteran of the Month — Technical Sergeant Richard Shogren, USAF (Ret.)

Staff Summary (background)

The Mayor and Council is recognizing Technical Sergeant Richard Shogren, USAF (Ret.), for his dedicated service to our nation and his significant contributions to the Fountain Hills community. His courage, commitment, and sacrifice exemplify the highest ideals of patriotism and selflessness. On behalf of the Town Council and the residents of Fountain Hills, we honor his service, and thank him for his invaluable role in protecting our freedoms and enriching our community.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

n/a

Suggested Motion

n/a

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
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Submitting Department: Administration / Town Clerk
Prepared by: Angela Espiritu, Executive Assistant/Deputy Town Clerk
Staff Contact Information: Phone: 480-816-5107
Email: aespiritu@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

RECOGNITION: Mayor's Business Spotlight — Sami Fine Jewelry

Staff Summary (background)

In recognition of Sami's outstanding contributions to the Town of Fountain Hills, this certificate celebrates their dedication to excellence, innovation, and community engagement. Their commitment to quality and service has not only strengthened our local economy but also enriched the lives of residents and visitors alike. The Town of Fountain Hills is proud to honor their business as a vital part of our community's growth and success.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

n/a

Suggested Motion

n/a

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Town Clerk
Prepared by: Angela Espiritu, Executive Assistant/Deputy Town Clerk
Staff Contact Information: Phone: 480-816-5107
Email: aespiritu@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

RECOGNITION: Angela Padgett-Espiritu — Recipient of the IIMC Certified Municipal Clerk (CMC) Certificate.

Staff Summary (background)

The Certified Municipal Clerk (CMC) designation is a professional certification awarded by the International Institute of Municipal Clerks (IIMC) to municipal clerks who meet established education, experience, and professional development requirements. Earning the CMC reflects a commitment to excellence in public service and strengthens the Town's ability to provide effective, transparent, and well-administered municipal operations.

Angela Padgett-Espiritu's achievement supports the Clerk's Office mission by reinforcing best practices in records management, meeting administration, statutory compliance, and customer service.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

N/A

Suggested Motion

N/A

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Town Clerk
Prepared by: Angela Espiritu, Executive Assistant/Deputy Town Clerk
Staff Contact Information: Phone: 480-816-5107
Email: aespiritu@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

RECOGNITION: Martin Luther King, Jr. Day — Youth Poetry Contest Winners.

Staff Summary (background)

The Mayor and Town Council will recognize the winners of the Martin Luther King Jr. Youth Poetry Contest.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

n/a

Suggested Motion

n/a

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

None

PROCLAMATION

Martin Luther King, Jr. Week 2026

WHEREAS, Dr. Martin Luther King Jr. was a visionary leader whose courage, compassion, and unwavering commitment to justice helped advance civil rights and equality for all Americans through nonviolent action; and

WHEREAS, Dr. King's legacy continues to inspire people of all backgrounds to serve their communities, promote mutual respect, and work toward a society rooted in fairness, dignity, and opportunity; and

WHEREAS, Martin Luther King Jr. Week provides an opportunity to honor his life and teachings by reflecting on the importance of service, civic engagement, and the responsibility of individuals and communities to stand against injustice; and

WHEREAS, the Town of Fountain Hills values diversity, inclusion, and the fundamental belief that every individual deserves respect, equal opportunity, and the freedom to pursue their full potential; and

WHEREAS, recognizing Martin Luther King Jr. Week encourages residents, businesses, schools, and community organizations to participate in activities that foster understanding, unity, and positive community impact.

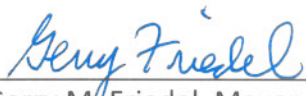
NOW THEREFORE, I, Mayor Gerry M. Friedel, along with the Council of the Town of Fountain Hills, Arizona do hereby proclaim, the week of January 18, 2026, as

MARTIN LUTHER KING, JR. WEEK

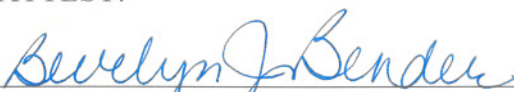
in the Town of Fountain Hills, and encourage all residents to honor Dr. King's legacy through acts of service, reflection, and community involvement that promote equality, justice, and peace.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Fountain Hills to be affixed this 20th day of January 2026.




Gerry M. Friedel, Mayor

ATTEST:


Bevelyn J. Bender, Town Clerk

PROCLAMATION

Human & Sex Trafficking Awareness Month

WHEREAS, human and sex trafficking are serious crimes that violate fundamental human rights and impact individuals, families, and communities across the Town of Fountain Hills; and

WHEREAS, trafficking often occurs in plain sight and affects people of all ages, genders, and backgrounds, making community awareness and education essential to prevention and early intervention; and

WHEREAS, informed and engaged residents play a critical role in recognizing the warning signs of trafficking, reporting suspicious activity, and supporting victims and survivors; and

WHEREAS, the Maricopa County Attorney's Office is launching the **Break the Chain** campaign to promote prevention, awareness, and community responsibility in addressing human and sex trafficking; and

WHEREAS, raising awareness helps reduce stigma, encourages reporting, and connects victims and survivors to critical resources and services;

NOW THEREFORE, I, Gerry M. Friedel, Mayor, along with the Council of the Town of Fountain Hills, Arizona, do hereby proclaim the month of January as

HUMAN & SEX TRAFFICKING AWARENESS MONTH

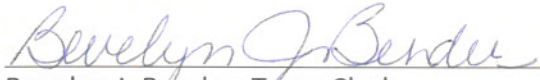
in the Town of Fountain Hills, and encourage all residents, businesses, schools, and community organizations to participate in awareness efforts, learn the signs of trafficking, and work together to protect the safety and dignity of all members of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Fountain Hills to be affixed this 20th of January, 2026.




Gerry M. Friedel, Mayor

ATTEST:


Bevelyn J. Bender, Town Clerk

PROCLAMATION

Speak Up, Stand Up, Save a Life Month

WHEREAS, the *Speak Up, Stand Up, Save a Life* movement presents an ideal opportunity to help bridge the gap between young people, our local community, government, and law enforcement in a positive way; and

WHEREAS, our local schools are facing preventable suicides and tragedies that may include warning signs in person or online, but bystanders and friends remain silent among threats or cries for help; and

WHEREAS, our young people can be empowered to seek help for themselves, be advocates for their peers, report concerning posts or comments to school representatives or law enforcement, and adults can receive training to help spread the message it is okay to care enough to speak up, stand up and save a life; and

WHEREAS, Arizona students from 169 public, charter, private and tribal schools have learned the message and created student-led impact projects in their schools and communities that have impacted over 500,000 youth in the state of Arizona.

NOW, THEREFORE, I, Gerry M. Friedel, Mayor, along with the Council of Fountain Hills, do hereby proclaim the month of January as:

SPEAK UP, STAND UP, SAVE A LIFE MONTH

NOW THEREFORE BE IT RESOLVED, that Arizona schools, students, parents, educators, police departments, and community organizations are encouraged to coordinate a variety of awareness and prevention activities designed to make our communities safer and promote a healthy environment for all children and adolescents.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Town of Fountain Hills, Maricopa County, Arizona this 20th day of January, 2026.

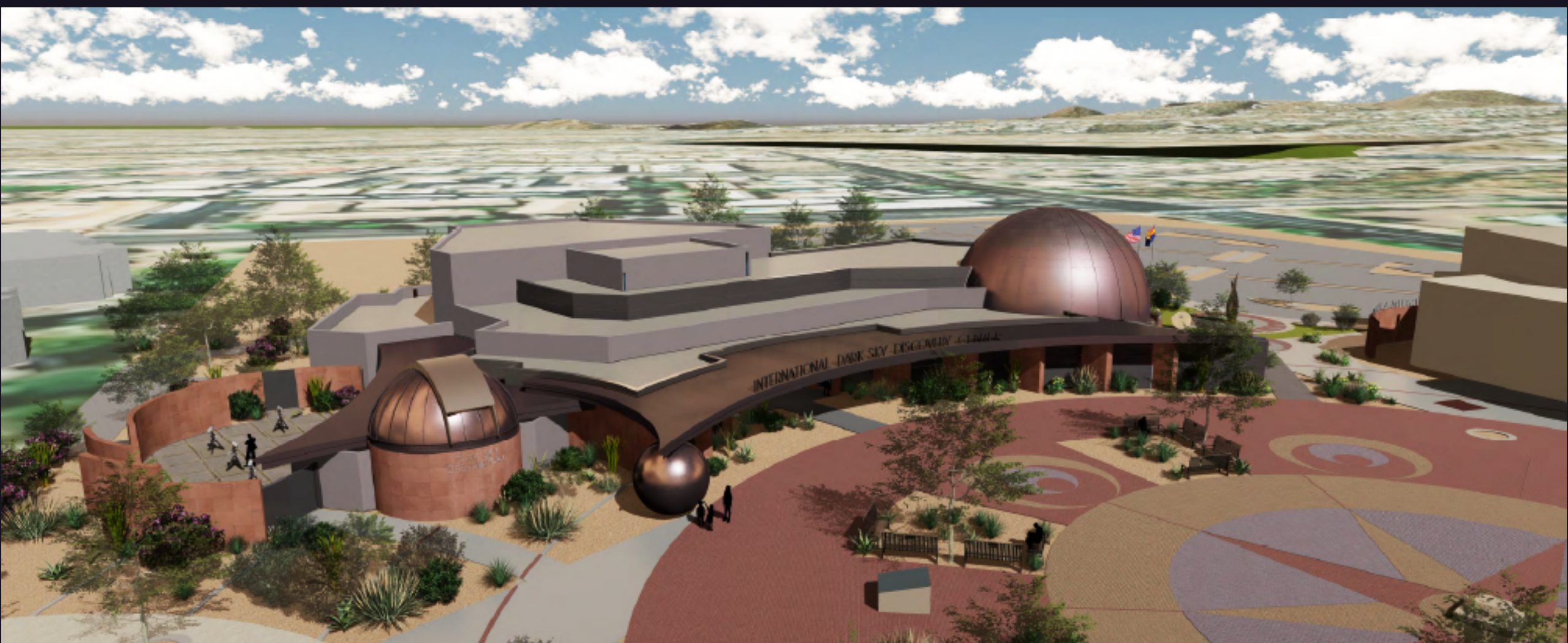



Gerry M. Friedel, Mayor

ATTEST:


Bevelyn J. Bender, Town Clerk

INTERNATIONAL DARK SKY DISCOVERY CENTER



IDSDC Overview & Highlights

- 23,000 ft² first-of-its-kind STEM facility, and located in the Town's Civic Center complex
 - Dark Sky Observatory
 - Hyperspace Planetarium
 - Inspiration Theater
 - Night Sky Exhibit Hall
 - Einstein Exploration Station
- Partnership opportunities with ASU, community colleges and high schools
- Wide range of uses: lectures, research, tours, star parties, receptions, etc.
- Designed by Swaback, Phase I built by McCarthy, Phase II pending

Key Historical Dates

2015 – Fountain Hills Dark Sky Association formed

2016 – Town Council unanimously approved updated lighting ordinance

2017 – Fulfilled DSI requirements for dark sky designation

January 8, 2018 – Fountain Hills recognized as the world's 17th Dark Sky Community

2019 – IDSDC Board formed

2022 – Town approved site plan and elevations

April 8, 2024 – IDSDC groundbreaking ceremony

July 8, 2024 – McCarthy begins construction

July 11, 2025 – McCarthy completed Phase I

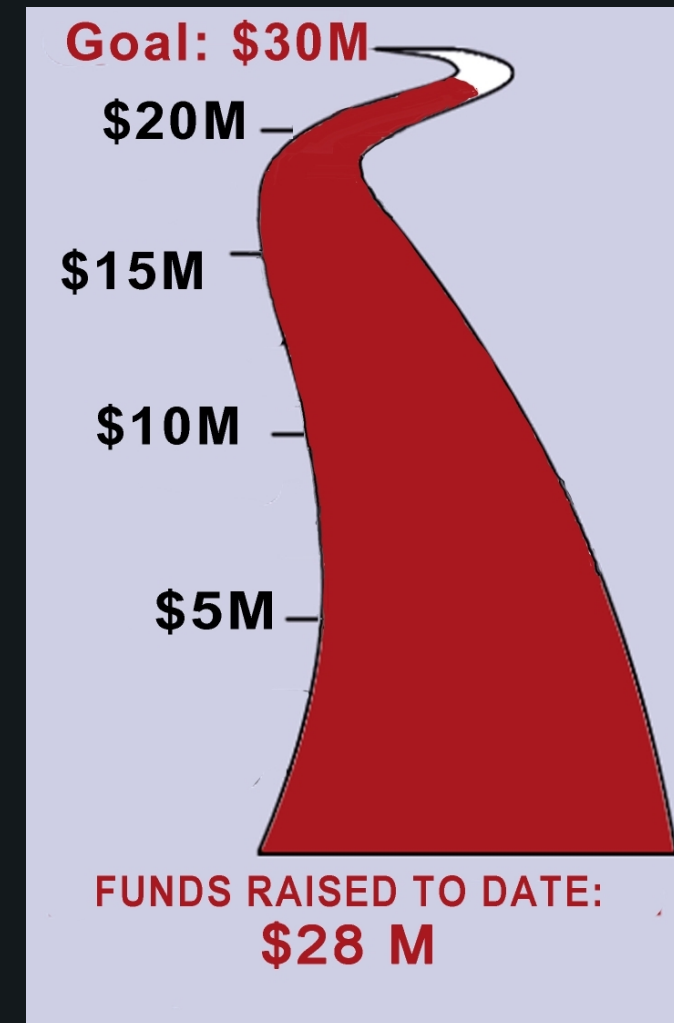
Current Status & Next Steps

Fundraising

- \$28MM of \$30MM raised

Phase II Construction (2/3 of interior)

- Swaback Design Completion – Jan. 2026
- McCarthy bidding process – Jan/Feb 2026
- Phase 2 construction to start in March or April
- Anticipated build time: ~ 6 months
- Anticipated opening: Q4 2026



























TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Fire Department
Prepared by: Dave Ott, Fire Chief
Staff Contact Information: Phone: 480-816-5280
Email: dott@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Regarding a Purchase of Replacement Self-Contained Breathing Apparatus Equipment for the Fire Department

Staff Summary (background)

The Fire Department is requesting approval for the \$253,000 purchase of 24 MSA G1 Self-Contained Breathing Apparatus (SCBA'S) to replace the outdated SCBA's currently in use. Staff have applied for federal grants to replace these units for two grant cycles and have not received funding. Our current SCBA units are about 14 years old, which is well past the 10-year recommended replacement time frame. The proposed purchase will be from the Fire Department's FY2026 Budget, without requiring a budget or funding transfer at this time. The MSA G-1 units meet the National Fire Protection Association (NFPA) 1970, 2025 Edition with updated features such as Bluetooth connectivity for radios and integrated electronic communications, central power system for all electronics, and a control module with dual-color LCD and analog displays.

The Fire Department has conducted due diligence to obtain the best pricing for the Town in accordance with Procurement policies. Specifically, this purchase will be made using a cooperative agreement, including discounted pricing for the units and a buy-one-get-one free (BOGO) promotion for the SCBA cylinders. Staff compared this cooperative agreement pricing with other cooperative agreements and found this proposed purchase was the best pricing for the most technologically updated equipment. These replacement units are necessary to protect firefighters' lives while in active duty, and have been carefully planned for while crafting the FY2026 budget.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

Continued use of the existing SCBA's could lead to injury or death due to failure of the unit.

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff recommends approving this necessary replacement of safety equipment.

Suggested Motion

MOVE TO APPROVE the purchase of 24 MSA G 1 SCBA's with additional masks and cylinders

in the amount of \$253,000.

FISCAL IMPACT

Fiscal Impact: \$253,000

Budget Reference: FY2026

Funding Source: General Fund, Fire Department Operating Budget

ATTACHMENTS

- | | |
|----|-----------------------|
| 1. | Cooperative Agreement |
| 2. | SCBA Quote |

Fifth Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Addition

This Amendment to the Master Price Agreement is entered into this 17th day of October 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. CURTIS AND SONS ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 13, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about August 23, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 16, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 11, 2023 to add the Arctic Compressors product line to Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product line:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER.**

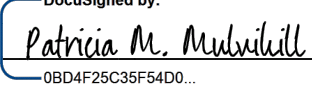
PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	Contract (Product) Category
Arctic Compressors	Compressors, Breathing Air	1%	SCBA Category 06. Other

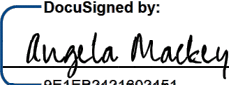
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date October 26, 2023 | 10:56 AM PDT
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 BY: Patricia M. Mulvihill
 ITS: Executive Director

L. N. CURTIS AND SONS

DocuSigned by:

 Date October 20, 2023 | 2:10 PM PDT
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 BY: Angela Mackey
 ITS: Director of Customer Service

Fourth Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Subtraction and Description Update

This Amendment to the Master Price Agreement is entered into this 14th day of June, 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. CURTIS AND SONS ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 13, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about August 23, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to remove the Blast Mask product from Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to update the product description for the OHD product line to Quanti Fit Mask Tester; and

WHEREAS, Vendor has provided notice, on or about June 12, 2020, to remove the Blast Mask product and to update the description for the OHD product in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line subtraction and the product description update.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following product line:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER.**

PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	COOP Contract	Contract (Product) Category
Blast Mask	Training, SCBA	10%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other

2. **Product Description Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect a new product description for the following product:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER.**

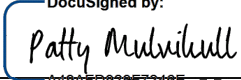
PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

Supplier	Product Description	Discount Off List	COOP Contract	Contract (Product) Category
OHD	Quanti Fit Mask Tester	5%	NPPGov PS20105 (SCBA)	SCBA Category 05. Maintenance, Service & Testing

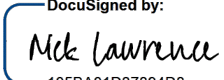
3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date June 16, 2022 | 8:35 AM PDT
BY: Patty Mulvihill
ITS: Interim Executive Director

L. N. CURTIS AND SONS

DocuSigned by:

Date June 15, 2022 | 7:16 AM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Third Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Addition and Product Discount Revision

This Amendment to the Master Price Agreement is entered into this 23rd day of August, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about April 13, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line, Stallion Air Compressor, to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, due to an increase in requirements for post-sales service, Vendor desires to revise the discount off list for the EagleAir Air Compressor as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 20, 2021, to add the Stallion product line and revise the discount for the EagleAir in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product line addition and product discount revision.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Discount Off List	COOP Contract	Contract (Product) Category
Stallion	Compressors, Breathing Air	2%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other

2. **Product Discount Revision.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier	Product	Original Discount Off List	New Discount Off List	COOP Contract	Contract (Product) Category	Comment
EagleAir	Compressors, Breathing Air	15%	5%	NPPGov PS20105 (SCBA)	SCBA Category 06. Other	Increase in requirements for post-sales services to include on-site installation support, training, and initial operational start-up.

3. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

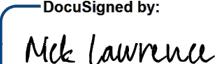
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date August 23, 2021 | 10:31 AM PDT
BY: Mike Gully
ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

Date August 23, 2021 | 9:55 AM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

Second Amendment to Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Product Description Change

This Amendment to the Master Price Agreement is entered into this 31st day of March, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20105 on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 18, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the product description for a single product as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about March 29, 2021, to change the product description from "Facepiece, Model G1" to "Facepiece" from Line 2 of Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new product description.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Description Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product description change:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

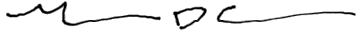
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				
Brand	Product Description	Discount Off List	Contract Category	Manufacturer's Catalog
Avon	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	Avon Protection Jan 2020

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

Date April 13, 2021 | 7:47 AM PDT
BY: Mike Cutty
ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:

Date April 12, 2021 | 10:54 PM PDT
BY: Nick Lawrence
ITS: Director, Special Programs

First Amendment to FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) RFP 1920

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this _____ day of June, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L. N. Curtis and Sons ("Vendor") based upon the sales and/or service of Fire Fighter Self Contained Breathing Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about March 26, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor wishes to increase its discount for one category and manufacturers offered in its Proposal as permitted under the terms of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the above discount change.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount rate change:

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				
Brand	Product Description	Discount Off List	Contract Category	Manufacturer's Catalog
Avon	SCBA	10%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	Avon Protection Jan 2020
Avon	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	Avon Protection Jan 2020
Avon	Regulators, RIC/UAC Connection	10%	SCBA Category 03: Regulator System, Intermediate Pressure Hose, Rapid Intervention Crew/Company Universal Air Connection	Avon Protection Jan 2020
Avon	Cylinders	10%	SCBA Category 04: Cylinders	Avon Protection Jan 2020
MSA	SCBA, Model G1	20%	SCBA Category 01: Open-Circuit Self-Contained (SCBA) and/or Closed-Circuit SCBA Systems	MSA Fire Service Full Line 1/1/2020
MSA	Facepiece, Model G1	10%	SCBA Category 02: Facepieces	MSA Fire Service Full Line 1/1/2020
MSA	Regulators, RIC/UAC Connection	10%	SCBA Category 03: Regulator System, Intermediate Pressure Hose, Rapid Intervention Crew/Company Universal Air Connection	MSA Fire Service Full Line 1/1/2020
MSA	Cylinders	10%	SCBA Category 04: Cylinders	MSA Fire Service Full Line 1/1/2020
CurtisCARE	Service and Maintenance, MSA SCBA	2%	SCBA Category 05 Maintenance, Service & Testing	not available
CurtisCARE	Testing, Mask Fit	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Service and Maintenance, Breathing Air Compressors	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Testing, Cylinder Hydrotesting (mobile test van)	2%	SCBA Category 05. Maintenance, Service & Testing	not available
CurtisCARE	Mask Service & Mask Fitting	2%	SCBA Category 05: Maintenance, Service & Testing	not available
Honeywell	SCBA Flow Tester (PosiChek)	Net	SCBA Category 05. Maintenance, Service & Testing	Honeywell Safety 1/1/2020
OHD	Mask Fit Tester	5%	SCBA Category 05. Maintenance, Service & Testing	OHD 1/1/2020
Blast Mask	Training, SCBA	10%	SCBA Category 06. Other	not available
EagleAir	Compressors, Breathing Air	15%	SCBA Category 06. Other	Eagle Air Units 8/19/2019
Grace Industries	Pass Device	Net	SCBA Category 06. Other	Grace Ind 1/1/2020
Avon	SCBA Parts & Accessories	10%	SCBA Category 06. Other	Avon Protection Jan 2020
MSA	SCBA Parts & Accessories	10%	SCBA Category 06. Other	MSA Fire Service Full Line 1/1/2020
Various	N-95 respirators (medical)	10%	SCBA Category 06. Other	not available
Various	N-95 respirators (industrial)	10%	SCBA Category 06. Other	not available

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 26, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:



38C546F8869143E...

Date 6/18/2020

BY: Mike Cully

ITS: Executive Director

L. N. Curtis and Sons

DocuSigned by:



105BA01D37694D6...

Date 6/18/2020

BY: Nick Lawrence

ITS: Director, Special Programs

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SON ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1920 for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1920 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Origin, freight added. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

L. N. CURTIS and SONS
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598
ATTN: Nick Lawrence
Email: nlawrence@lncurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

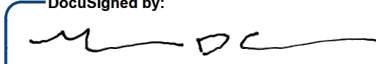
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

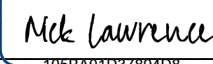
This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...
Printed Name: Mike Cully
Title: Executive Director
LEAGUE OF OREGON CITIES
Dated: 3/26/2020

VENDOR:

DocuSigned by:
Signature: 
105BA01D37894D8...
Printed Name: Nick Lawrence
Title: Director, Special Programs
L.N. CURTIS & SON
Dated: 3/26/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

CURTIS LOC/NPPGov Self-Contained Breathing Apparatus (SCBA) Product Catalog FOB: Origin (add shipping)				FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Brand	Product Description	Discount Off List	Contract Category	Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
MSA	SCBA, Model G1	20%	Category 01: Open- Circuit and/or Closed- Circuit SCBA	OPEN-CICUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
MSA	Facepiece, Model G1	10%	Category 02: Facepieces	FACEPIECES	
MSA	Regulators, RIC/UAC Connection	10%	Category 03: Regulator System, I/M Pressure Hose, RIC UAC	REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
MSA	Cylinders	10%	Category 04: Cylinders	CYLINDERS	
Avon	SCBAs	10%	Category 01: Open- Circuit and/or Closed- Circuit SCBA	MAINTENANCE, SERVICE AND TESTING	
Avon	Facepiece	10%	Category 02: Facepieces	OTHER	
Avon	Regulators, RIC/UAC Connection	10%	Category 03: Regulator System, I/M Pressure Hose, RIC UAC		
Avon	Cylinders	10%	Category 04: Cylinders		
CurtisCare	Service & Maintenance, SCBA	2%	Category 05 Maintenance, Service & Testing		
CurtisCare	Testing, Mask Fit	2%	Category 05. Maintenance, Service & Testing		
CurtisCare	Testing, Cylinder Hydrotesting	2%	Category 05. Maintenance, Service & Testing		
CurtisCare	Mask Service & Mask Fitting	2%	Category 05: Maintenance, Service & Testing		
CurtisCare	Breathing Air	2%	Category 05:		

	Compressor Systems		Maintenance, Service & Testing		
Honeywell	SCBA Flow Tester (PosiChek)	Net	Category 05. Maintenance, Service & Testing		
OHD	Mask Fit Tester	5%	Category 05. Maintenance, Service & Testing		
Blast Mask	Training, SCBA	10%	Category 06. Other		
EagleAir	Compressors, Breathing Air	5%	Category 06. Other		
Grace	Pass Device	Net	Category 06. Other		
Avon	SCBA Parts & Accessories	10%	Category 06. Other		
MSA	SCBA Parts & Accessories	10%	Category 06. Other		
Various	N95 Respirators (medical)	10%	Category 06. Other		
Various	N95 Respirators (industrial)	10%	Category 06. Other		

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate Of Completion

Envelope Id: 4943C26460FD469E986C2F138E09FF08

Status: Completed

Subject: RFP 1920 SCBA LOC and Curtis MPA

Source Envelope:

Document Pages: 17

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bill DeMars

AutoNav: Enabled

1100 Olive Way

Envelopeld Stamping: Enabled

Suite 1020

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98101

bill.demars@nppgov.com

IP Address: 162.248.186.11

Record Tracking

Status: Original

Holder: Bill DeMars

Location: DocuSign

3/26/2020 1:29:43 PM

bill.demars@nppgov.com

Signer Events

Nick Lawrence

nlawrence@lncurtis.com

Director, Special Programs

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Nick Lawrence
105BA01D37894D8...

Signature Adoption: Pre-selected Style
Using IP Address: 98.210.41.56

Timestamp

Sent: 3/26/2020 1:32:13 PM

Viewed: 3/26/2020 1:40:24 PM

Signed: 3/26/2020 1:43:00 PM

Electronic Record and Signature Disclosure:

Accepted: 3/25/2020 4:42:06 PM

ID: 29a19c89-942f-408d-bfc6-a5b2e12f16e0

Mike Cully

mcully@orcities.org

Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Mike Cully
38C546F8869143E...

Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

Sent: 3/26/2020 1:43:02 PM

Viewed: 3/26/2020 2:47:06 PM

Signed: 3/26/2020 2:47:18 PM

Electronic Record and Signature Disclosure:

Accepted: 3/26/2020 2:47:06 PM

ID: 9f3757d3-553c-45bf-88fa-afd4182773ad

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2020 1:43:02 PM
Certified Delivered	Security Checked	3/26/2020 2:47:06 PM
Signing Complete	Security Checked	3/26/2020 2:47:18 PM
Completed	Security Checked	3/26/2020 2:47:18 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

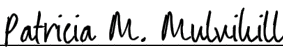
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

A49AFD929F7246E...

Date: June 13, 2023

BY: Patricia M. Mulvihill
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: rfp@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 1920

SOLICITATION FOR: FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)** at the address listed below, until **5:00 PM PST** on **JANUARY 24TH, 2020**. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

**LOC PUBLIC “FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) RFP” #1920
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

All Proposals must clearly state RFP #1920 and Proposing company’s full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

**LOC “FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) RFP” #1920
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA).

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating

Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by

appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated

minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: NOVEMBER 12TH, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to 1920, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on JANUARY 24TH, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above date of closing in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate date of opening: 9:00 AM PST on JANUARY 24TH, 2020 at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: JANUARY 24TH, 2020 to MARCH 5TH, 2020.

Approximate date of award: MARCH 5TH, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 The solicitation documents may be reviewed in person at the following address:

**LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301**

All inquiries concerning information herein shall be addressed to:

**LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301**

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator

Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above.
No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP date of closing.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP date of closing by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS
(SCBA) RFP" #1920
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation date of closing. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60)

days from the RFP date of closing.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1920." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1920." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 1920.
- 4.5.7 PRICING SCHEDULE ("ATTACHMENT D").
- 4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 **EVALUATION AND POST SUBMISSION**

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the

Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;

5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;

5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES ☐	NO ☐
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]	
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]	
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]	
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]	
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.	

4.0 **MARKETING:**

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						

6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						
6.15 Electronic billing. [Insert response in box below]						
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]						
6.17 Other services not already covered. [Insert response in box below]						

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]

8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFORMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA) Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)

These specifications are intended to cover the complete range of FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA). Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

- CATEGORY 1: OPEN-CIRCUIT SELF-CONTAINED (SCBA) AND/OR CLOSED-CIRCUIT SCBA SYSTEMS:** SCBA shall be certified by the National Institute for Occupational Safety and Health (NIOSH) under current Title 42, part 84 of the Code of Regulations for 30-, 45-, or 60-minute rated service life and for storage. SCBA shall be compliant with all current related performance requirements of the NFPA. SCBA shall include primary audible alarms, and secondary (redundant) alarms. All electronic components shall be certified as intrinsically safe per Underwriters Laboratories (UL) 913.
- CATEGORY 2: FACEPIECES:** Shall be constructed to: fit various facial shapes and sizes; contain a replaceable, non-shatter-type, polycarbonate (or equal) to provide a satisfactory field of vision; allow air to enter the facepiece in a manner that shall reduce the possibility of moisture accumulation on the lens; employ an adjustable strap headband assembly; contain an easily removable exhalation module; removable speaking diaphragm; have field-replaceable components throughout; removable nose cup; and a removable adapter onto which the second stage regulator attaches. Include any available options such as heads up displays, thermal imaging displays, communications systems, etc.
- CATEGORY 3: REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC):** Shall be designed to operate in two independent stages: first stage shall be mounted directly on the cylinder valve; second stage shall be designed to provide positive pressure during an NFPA breathing machine test at a minimum of 70-psi inlet pressure. Regulator system shall be constructed to contain a pressure-reducing valve to reduce pressure from the cylinder; contain

an over-pressurization relief valve; provide uniform flow performance throughout the full cylinder pressure range; include a metal inlet filter to retain particles of 30 microns or greater; and incorporate a RIC UAC.

- CATEGORY 4:** **CYLINDERS:** Shall pass all United States Department of Transportation (USDOT) testing requirements for cylinder volume, weight, construction materials, and maximum pressures. Cylinder valve shall include gauges, handwheel with safety locking collar device, and conform to the Compressed Gas Association (CGA) standard for thread connection for low and high pressure. Cylinder recharging stations, cylinder testing (members shall receive all testing certificates).
- CATEGORY 5:** **MAINTENANCE, SERVICE AND TESTING:** Any services and options related to the maintenance, service and testing of products and equipment offered in any of the categories
- CATEGORY 6:** **OTHER:** Other related self-contained breathing apparatus (SCBA) options not included in other categories including but not limited to integrated PASS alarms, command post air supply monitoring, physiological monitoring, personnel tracking, etc. Supplied Air Breathing Apparatus (SABA) equipment may also be offered in this category.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

EXAMPLE

FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)	
Product Category	Percentage (%) off List Price* (<i>OR</i> fixed price if % off pricing is not available)
OPEN-CIRCUIT SELF-CONTAINED (SCBA) AND/OR CLOSED CIRCUIT SCBA SYSTEMS	
FACEPIECES	
REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	
CYLINDERS	
MAINTENANCE, SERVICE AND TESTING	
OTHER	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO	
Submitted on time			
Company name and RFP number on outermost packaging			
Completed Proposer Profile Workbook (PPW)			
Included pricing structure			
Included references			
Proposal signed			
Deemed Fully Responsive	YES	NO	
Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- (5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
- (4) Met Requirements - Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. <i>PPW Section 7.0 and Pricing structure.</i>	25			Comments:
<u>Product Line (Score only categories proposed):</u> Breadth, variety, quality of product line and innovation of products. Warranty availability. <i>PPW Section 9.0.</i>	15			Comments:
<u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. <i>PPW Section 4.0.</i>	15			Comments
<u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. <i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i>	15			Comments:

<u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. <i>PPW Sub-Section 1.2.</i>	15			Comments:
<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. <i>PPW Section 3.0 and Exhibit 1.</i>	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. <i>PPW Section 8.0 and 4.5 of RFP.</i>	5			Comments:
<u>TOTAL</u>	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN
WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT

CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
 FRIDAY HARBOR PORT OF
 GARDENA FARMS IRRIGATION DIST 13
 GARFIELD COUNTY
 GRAND COULEE PROJECT
 GRANDVIEW SCHOOL DIST 116/200
 GRANITE FALLS SCHOOL DIST 332
 GRANT COUNTY
 GRANT COUNTY HEALTH DIST
 GRANT COUNTY PUD
 GRAYS HARBOR COUNTY
 GRAYS HARBOR COUNTY FIRE DIST
 GRAYS HARBOR COUNTY PUD # 1
 GRAYS HARBOR PORT OF
 GRAYS HARBOR PUB DEV AUTH
 GRAYS HARBOR TRANSIT
 GRIFFIN SCHOOL DIST 324
 HARBORVIEW MEDICAL CENTER
 HAZEL DELL SEWER DIST
 HEALTHY MOTHERS HEALTHY BABIES COAL
 HIGHLINE SCHOOL DIST 401
 HIGHLINE WATER DIST
 HOMESIGHT
 HOPELINK
 HOQUIAM SCHOOL DIST 28
 HOUSING AUTHORITY OF PORTLAND
 ILWACO PORT OF
 INCHELIUM SCHOOL DIST 70
 ISLAND COUNTY
 ISLAND COUNTY FIRE DIST
 JEFFERSON COUNTY
 JEFFERSON COUNTY FIRE DIST
 JEFFERSON COUNTY LIBRARY
 JEFFERSON COUNTY PUD
 JEFFERSON GENERAL HOSPITAL
 KARCHER CREEK SEWER DIST
 KELSO SCHOOL DIST 458
 KENNEWICK GENERAL HOSPITAL
 KENNEWICK SCHOOL DISTRICT 17
 KENT SCHOOL DIST 415
 KETTLE FALLS SCHOOL DIST 212
 KING COUNTY
 KING COUNTY FIRE DIST
 KING COUNTY HOUSING AUTHORITY
 KING COUNTY LIBRARY
 KING COUNTY WATER SEWER
 KINGSTON PORT OF
 KITSAP COUNTY FIRE & RESCUE
 KITSAP COUNTY LIBRARY
 KITSAP COUNTY PUD 1
 KITTITAS COUNTY
 KITTITAS COUNTY PUD
 KITTITAS COUNTY RECLAMATION DIST
 KLUCKITAT COUNTY
 KLUCKITAT COUNTY PUD
 LAKE CHELAN RECLAMATION DIST
 LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414
 LAKEHAVEN UTILITY DIST
 LAKEWOOD SCHOOL DIST 306
 LEWIS CO PUD 1
 LEWIS COUNTY
 LEWIS COUNTY FIRE DIST
 LEWIS PUBLIC TRANSPORTATION
 LIBERTY LAKE SEWER & WATER DIST
 LINCOLN COUNTY
 LINCOLN COUNTY FIRE DIST
 LONGVIEW PORT OF
 LONGVIEW SCHOOL DIST 122
 LOTT WASTEWATER ALLIANCE
 LUMMI INDIAN NATION
 MANCHESTER WATER DIST
 MARYSVILLE SCHOOL DIST 25
 MASON COUNTY FIRE DIST
 MASON COUNTY PUD
 MEAD SCHOOL DIST 354
 METRO PARK DISTRICT OF TACOMA
 MID COLUMBIA LIBRARY
 MIDWAY SEWER DISTRICT
 MONROE SCHOOL DIST 103
 MORTON SCHOOL DIST 214
 MOSES LAKE PORT OF
 MOUNT BAKER SCHOOL DIST
 MT VERNON SCHOOL DISTRICT 320
 MUKILTEO SCHOOL DIST 6
 MUKILTEO WATER DIST
 NAVAL STATION EVERETT
 NE TRI COUNTY HEALTH DIST
 NORTH CENTRAL REGIONAL LIBRARY DIST
 NORTH KITSAP SCHOOL DIST 400
 NORTH SHORE UTILITY DISTRICT
 NORTH THURSTON SCHOOL DISTRICT
 NORTHSORE SCHOOL DIST 417
 NORTHWEST KIDNEY CTR
 NORTHWEST WORK FORCE DEVELOPMENT CO
 NW REGIONAL COUNCIL
 OAK HARBOR SCHOOL DIST 201
 OAKVILLE SCHOOL DIST 400
 OCOSTA SCHOOL DIST 172
 OKANOGAN COUNTY
 OKANOGAN COUNTY FIRE DIST
 OKANOGAN COUNTY PUD
 OKANOGAN SCHOOL DISTRICT
 OLYMPIA PORT OF
 OLYMPIA SCHOOL DISTRICT 111
 OLYMPIA THURSTON CHAMBER FOUNDATION
 OLYMPIC AREA AGENCY ON AGING
 OLYMPIC MEMORIAL HOSPITAL DIST
 OLYMPIC REGION CLEAN AIR AGENCY
 OLYMPIC VIEW WATER & SEWER DIST
 OLYMPUS TERRACE SEWER DIST
 PACIFIC COUNTY
 PACIFIC COUNTY FIRE
 PARATRANSIT SERVICES

PASCO SCHOOL DIST
 PEND OREILLE COUNTY CONSERV DIST
 PEND OREILLE COUNTY PUB HOSP DIST
 PEND OREILLE COUNTY PUD
 PENINSULA SCHOOL DISTRICT 401
 PERRY TECHNICAL INSTITUTE
 PIERCE COUNTY
 PIERCE COUNTY FIRE DIST
 PORT ANGELES PORT OF
 PORT ANGELES SCHOOL DISTRICT 121
 PRESCOTT SCHOOL DIST
 PUGET SOUND CLEAN AIR AGENCY
 PUGET SOUND SCHOOL DIST
 QUINCY COLUMBIA BASIN IRRIG DIST
 RICHLAND SCHOOL DIST 400
 S KITSAP SCHOOL DISTRICT 402
 S SNOHOMISH CO PUBLIC FAC DIST
 SAFEPLACE
 SAMISH WATER DIST
 SAMMAMISH WATER AND SEWER DIST
 SAN JUAN COUNTY
 SAN JUAN COUNTY FIRE DIST
 SEA MAR COMM HEALTH CTR
 SEATTLE JEWISH PRIMARY SCHOOL
 SEATTLE PORT OF
 SEATTLE SCHOOL DIST 1
 SEATTLE UNIVERSITY
 SECOND AMENDMENT FOUNDATION
 SECOND CHANCE INC
 SENIOR OPPORTUNITY SERVICES
 SHELTON SCHOOL DISTRICT 309
 SILVERDALE WATER
 SKAGIT COUNTY
 SKAGIT COUNTY CONSERVATION DIST
 SKAGIT COUNTY FIRE DIST
 SKAGIT COUNTY ISLAND HOSPITAL
 SKAGIT COUNTY PORT OF
 SKAGIT COUNTY PUD 1
 SKAGIT TRANSIT
 SKAMANIA COUNTY
 SKOOKUM INC
 SNOHOMISH COUNTY LIBRARY
 SNOHOMISH COUNTY PUD
 SNOHOMISH HEALTH DISTRICT
 SNOHOMISH SCHOOL DISTRICT 201
 SOAP LAKE SCHOOL DISTRICT 156
 SOOS CREEK WATER AND SEWER DIST
 SOUND TRANSIT
 SOUTH COLUMBIA BASIN IRRIG DIST
 SOUTH EAST EFFECTIVE DEVELOPMENT
 SOUTH SOUND MENTAL HEALTH SERVICES
 SOUTHWEST YOUTH & FAMILY SERVICES
 SPECIAL MOBILITY SERVICES INC
 SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
 SPOKANE COUNTY FIRE DIST
 SPOKANE COUNTY LIBRARY
 SPOKANE SCHOOL DISTRICT 81

ST JOSEPH/MARQUETTE SCHOOL
 STANWOOD SCHOOL DIST 410
 STEVENS COUNTY
 STEVENS COUNTY PUD
 STILLAGUAMISH TRIBE OF INDIANS
 SUMNER SCHOOL DISTRICT 320
 SUNNYSIDE PORT OF
 SUNNYSIDE SCHOOL DISTRICT 201
 SUQUAMISH TRIBE
 SW CLEAN AIR AGENCY
 SWINOMISH TRIBE
 TACOMA DAY CHILD CARE AND PRESCHOOL
 TACOMA MUSICAL PLAYHOUSE
 TACOMA PORT OF
 TACOMA SCHOOL DISTRICT 10
 TACOMA-PIERCE CO
 TAHOMA SCHOOL DISTRICT 409
 TERRACE HEIGHTS SEWER DISTRICT
 THURSTON COMMUNITY TELEVISION
 THURSTON COUNTY
 THURSTON COUNTY CONSERVATION DIST
 THURSTON COUNTY FIRE DISTRICT
 TOPPENISH SCHOOL DISTRICT 202
 TOUCHET SD 300
 TRIUMPH TREATMENT SERVICES
 TUKWILA SCHOOL DIST 406
 TUMWATER SCHOOL DISTRICT 33
 U S DEPARTMENT OF TRANSPORTATION
 UNITED WAY OF KING COUNTY
 UNIVERSITY PLACE SCHOOL DIST
 UPPER SKAGIT INDIAN TRIBE
 VAL VUE SEWER DISTRICT
 VALLEY TRANSIT
 VALLEY WATER DISTRICT
 VANCOUVER PORT OF
 VANCOUVER SCHOOL DISTRICT 37
 VASHON ISLAND SCHOOL DISTRICT 402
 VERA IRRIGATION
 VETERANS ADMINISTRATION
 VOLUNTEERS OF AMERICA
 WA ASSOC OF SCHOOL ADMINISTRATORS
 WA ASSOC SHERIFFS & POLICE CHIEFS
 WA GOVERNMENTAL ENTITY POOL
 WA LABOR COUNCIL AFL-CIO
 WA PUBLIC PORTS ASSOCIATION
 WA RESEARCH COUNCIL
 WA ST ASSOCIATION OF COUNTIES
 WA STATE PUBLIC STADIUM AUTHORITY
 WAHIAKUM COUNTY
 WALLA WALLA COLLEGE
 WALLA WALLA COUNTY
 WALLA WALLA COUNTY FIRE DISTRICT
 WALLA WALLA PORT OF
 WALLA WALLA SD 140
 WASHINGTON ASSOCIATION
 WASHINGTON COUNTIES RISK POOL
 WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7

YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed
Washington State local and municipal agencies may
also utilize the resulting Master Price Agreement;
provided they enter into the Intergovernmental
Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE	DEPOE BAY	IONE	MYRTLE CREEK	SPRAY
ADAMS	DETROIT	IRRIGON	MYRTLE POINT	SPRINGFIELD
ADRIAN	DONALD	ISLAND CITY	NEHALEM	ST HELENS
ALBANY	DRAIN	JACKSONVILLE	NEWBERG	ST PAUL
AMITY	DUFUR	JEFFERSON	NEWPORT	STANFIELD
ANTELOPE	DUNDEE	JOHN DAY	NORTH BEND	STAYTON
ARLINGTON	DUNES CITY	JOHNSON CITY	NORTH PLAINS	SUBLIMITY
ASHLAND	DURHAM	JORDAN VALLEY	NORTH POWDER	SUMMERVILLE
ASTORIA	EAGLE POINT	JOSEPH	NYSSA	SUMPTER
ATHENA	ECHO	JUNCTION CITY	OAKLAND	SUTHERLIN
AUMSVILLE	ELGIN	KEIZER	OAKRIDGE	SWEET HOME
AURORA	ELKTON	KING CITY	ONTARIO	TALENT
BAKER CITY	ENTERPRISE	KLAMATH FALLS	OREGON CITY	TANGENT
BANDON	ESTACADA	LA GRANDE	PAISLEY	THE DALLES
BANKS	EUGENE	LAPINE	PENDLETON	TIGARD
BARLOW	FAIRVIEW	LAFAYETTE	PHILOMATH	TILLAMOOK
BAY CITY	FALLS CITY	LAKE OSWEGO	PHOENIX	TOLEDO
BEAVERTON	FLORENCE	LAKESIDE	PILOT ROCK	TROUTDALE
BEND	FOREST GROVE	LAKEVIEW	PORT ORFORD	TUALATIN
BOARDMAN	FOSSIL	LEBANON	PORTLAND	TURNER
BONANZA	GARBALDI	LEXINGTON	POWERS	UKIAH
BROOKINGS	GASTON	LINCOLN CITY	PRAIRIE CITY	UMATILLA
BROWNSVILLE	GATES	LONGEROCK	PRESCOTT	UNION
BURNS	GEARHART	LONG CREEK	PRINEVILLE	UNITY
BUTTE FALLS	GERVAIS	LOSTINE	RAINIER	VALE
CANBY	GLADSTONE	LOWELL	REDMOND	VENETA
CANNON BEACH	GLENDALE	LYONS	REEDSPORT	VERNONIA
CANYON CITY	GOLD BEACH	MADRAS	RICHLAND	WALDPORT
CANYONVILLE	GOLD HILL	MALIN	RIDDLE	WALLOWA
CARLTON	GRANITE	MANZANITA	RIVERGROVE	WARRENTON
CASCADE LOCKS	GRANTS PASS	MAUPIN	ROCKAWAY	WASCO
CAVE JUNCTION	GRASS VALLEY	MAYWOOD PARK	BEACH	WATERLOO
CENTRAL POINT	GREENHORN	MCMINNVILLE	ROGUE RIVER	WESTLINN
CHILOQUIN	GRESHAM	MEDFORD	ROSEBURG	WESTFIR
CLATSKANIE	HAINES	MERRILL	RUFUS	WESTON
COBURG	HALFWAY	METOLIUS	SALEM	WHEELER
COLUMBIA CITY	HALSEY	MILLCITY	SANDY	WILLAMINA
CONDON	HAPPY VALLEY	MILLERSBURG	SCAPPOUSE	WILSONVILLE
COOSBAY	HARRISBURG	MILTON-	SCIO	WINSTON
COQUILLE	HELIX	FREEWATER	SCOTT MILLS	WOOD VILLAGE
CORNELIUS	HEPPNER	MILWAUKIE	SEASIDE	WOODBURN
CORVALLIS	HERMISTON	MITCHELL	SENECA	YACHATS
COTTAGE GROVE	HILLSBORO	MOLALLA	SHADY COVE	YAMHILL
COVE	HINES	MONMOUTH	SHANIKO	YONCALLA
CRESWELL	HOOD RIVER	MONROE	SHERIDAN	This may not be a
CULVER	HUBBARD	MONUMENT	SHERWOOD	complete list of all
DALLAS	HUNTINGTON	MORO	SILETZ	Oregon cities, but all
DAMASCAS	IDANHA	MOSIER	SILVERTON	other Oregon cities
DAYTON	IMBLER	MT ANGEL	SISTERS	shall be incorporated
DAYVILLE	INDEPENDENCE	MT VERNON	SODAVILLE	by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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Ph: 602-453-3911
 TF: 877-453-3911
azsales@lncurtis.com
 UEI#: DDLSADSWN7U7



Southwest Division
 625 East Baseline Road, Suite 101
 Gilbert, AZ 85233
www.LNCurtis.com

Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Fountain Hills Fire Department AZ 16426 East Palisades Boulevard Fountain Hills AZ 85268	Fountain Hills Fire Department AZ 16426 East Palisades Boulevard Fountain Hills AZ 85268	367970	12/11/2025	01/15/2026
		SALESPERSON	CUSTOMER SERVICE REP	
		Brendon Norton bnorton@lncurtis.com 480-353-8782	Brendon Norton bnorton@lncurtis.com 480-353-8782	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
MSA SCBA Revision 1 BOGO	Chief Dave Ott	C34488	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

SPECIAL INSTRUCTIONS

Pricing in accordance with our NPPGOV group purchasing cooperative contract #PS20105

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

Ph: 602-453-3911
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 UEI#: DDLSADSWN7U7



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 625 East Baseline Road, Suite 101
 Gilbert, AZ 85233
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	24	EA	G1 4500 SCBA MSA CUSTOM	4500# G1 Fire Service XR Edition SCBA, as Below; ** WARNING: This product is treated with Christo-Lube, a synthetic grease that contains PFAS to reduce the risk of parts sticking or becoming inoperable. According to the manufacturer, the PFAS used in Christo-Lube are PFPE oils (Perfluoropolyether) and PTFE (Polytetrafluoroethylene). A-G1FS444MD2C2LAR * CGA Quick Connect Remote Cylinder Connection * Serviceable Tunnel Harness with Chest Strap * Metal Band Cradle Type * Adjustable Swiveling Lumbar Pad Type with Solid Buckle * Solid Cover T4 Regulator Type, Left Shoulder (As Worn) * Continuous Regulator Hose Type * ExtendAire II Emergency Breathing Support * Left Chest (As Worn) Speaker Module * PASS Right Shoulder (As Worn) * Rechargeable Battery Type		\$7,052.00	\$169,248.00
2	24	EA	10175708 MSA	45Min 4500# G1 SCBA Low Profile Cylinder, With Air, With Quick Connect Remote Connection		\$1,331.00	\$31,944.00
3	40	EA	10156459 MSA	Medium G1 Facepiece With Medium Nosecup, Includes: * 4-Point Adjustable Cloth Head Harness * Fixed Push-To-Connect Regulator Connection * Ato Number: A-G1Fp-Fm1M401 WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$373.00	\$14,920.00

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 Gilbert, AZ 85233
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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
4	24	EA	10083875 MSA	Tag Assy, Electronic Id, M7		\$50.00	\$1,200.00
5	2	EA	10158385 MSA	G1 SCBA Charging Station Kit		\$835.00	\$1,670.00
6	12	EA	10148741-SP MSA	Battery Pack, G1, Rechargeable		\$430.00	\$5,160.00
7	1	EA	10206313 MSA	Uebss 2018 Edition G1 Rit Extendaire II System, 4500#, Medium Facepiece, Regulator, 6Ft Quick-Fill Hose, Urc, Quick-Connect WARNING: This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.		\$4,555.00	\$4,555.00
8	1	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection		\$1,635.00	\$1,635.00
9	1	EA	RBL303 TRUE NORTH	Red L-3 Lite Speed Rit Bag	OM	\$305.96	\$305.96
10	1	EA	10158407 MSA	Kit, Rfid Reader/Writer, G1		\$796.00	\$796.00
11	24	EA	10175708 MSA	45Min 4500# G1 SCBA Low Profile Cylinder, With Air, With Quick Connect Remote Connection BOGO - MSA Promotion Purchase 1 complete SCBA including cylinder and facepiece - Receive 1 spare cylinder at no charge.		\$0.00	\$0.00

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 UEI#: DDLSADSWN7U7



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 Gilbert, AZ 85233
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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
12	1	EA	10175710 MSA	60Min 4500# G1 SCBA Cylinder, With Air, With Quick Connect Remote Connection		\$0.00	\$0.00

BOGO - MSA Promotion
 Purchase 1 complete SCBA including cylinder and facepiece - Receive 1 spare cylinder at no charge.

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing generally remains firm until 01/15/2026. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$231,433.96
Estimated Tax Total	\$21,291.92
Transportation	\$0.00
Total	\$252,725.88

[View Terms of Sale and Return Policy](#)



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services
Prepared by: John Wesley, Development Services Director
Staff Contact Information: Phone: 480-816-5138
Email: jwesley@fountainhillsaz.gov

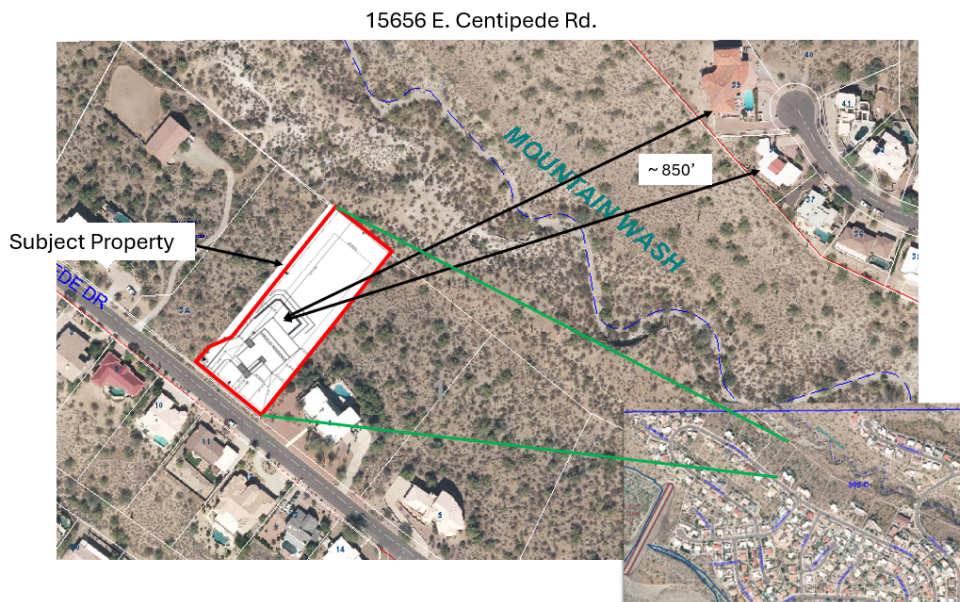
Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Relating to a fill waiver for 15656 E. Centipede Road (CFW25-000003).

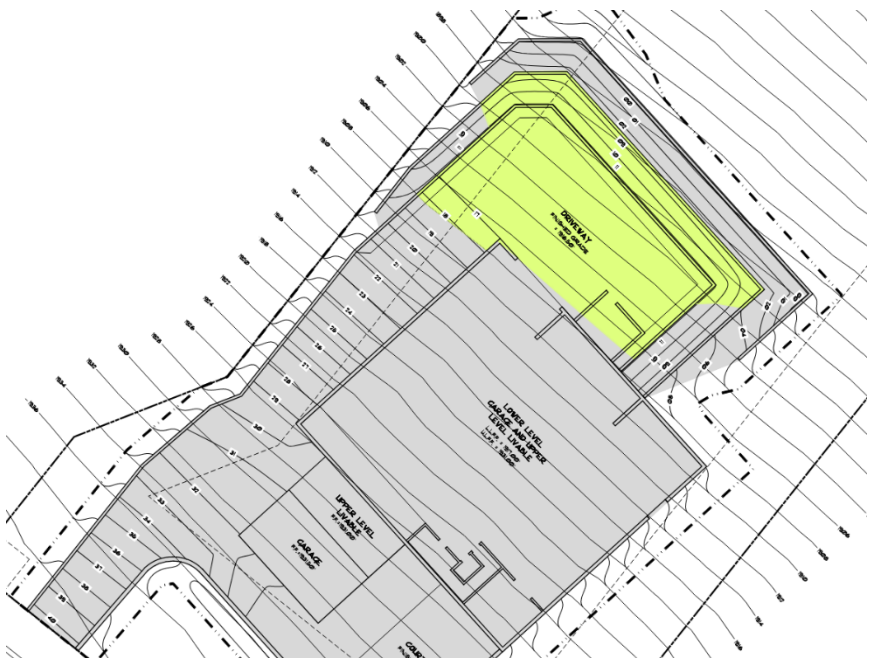
Staff Summary (background)

Section 5.03 of the Town's Subdivision ordinance sets Cut and fill Standards. With a few exceptions, the maximum cut or fill that can occur with the construction of a building on a lot is 10 feet. When a development proposes a cut and/or fill in excess of 10 feet, a Cut/Fill Waiver may be requested from the Town Council. The goal of the ordinance requirement is to encourage buildings to follow the contours of the land, avoid overuse of retaining walls, and maintain the natural desert topography to the greatest extent possible. The standards and limitations on cut and fill have been in the Town's Subdivision Ordinance without change since 1996.

The owner of the property at 15656 E. Centipede Rd. (Lot 3B, Final Plat 505-C), is preparing plans to build a new single-family home on this lot. The plans submitted for review have a building footprint of 6,198 sq. ft. The proposed building is two-stories with an upper level living area and lower level garage and shop area.

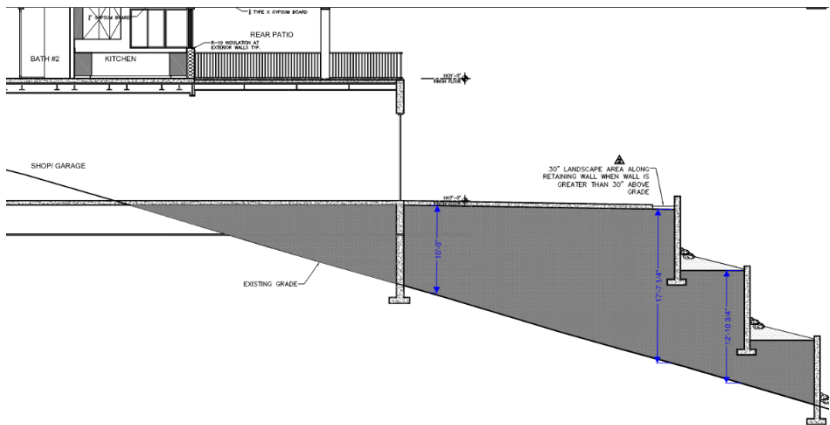


The average slope over the entire lot is around 23%. For the primary building area it is over 27%. The area of excess fill is in the rear of the property where the area is being built up to provide access and maneuvering for the lower level garage and shop.



CUT AND FILL ANALYSIS			
COLOR	SQ. FT. AREA	DEPTH	% OF DISTURBANCE
LESS THAN 10'-0" OF FILL / CUT	12,245 SQ. FT.	1" TO 10'-0" MAX.	81%
EXCEEDING 10'-0" OF CUT	NONE	0'-0"	0%
EXCEEDING 10'-0" OF FILL	2,805 SQ. FT.	10'-1" TO 19'-1" APPROX.	19%
VALUES BASED ON DIGITAL TERRAIN MODEL GENERATED FROM SURVEYED TOPO AND GRADING AND DRAINAGE PLAN			

The area with the most fill is in the northeast corner where the fill for the upper level is over 19'.



Three retaining walls will be constructed to build up the area. Each of the walls complies with the Town's requirements. This is a simulation of how the rear yard will look.



As shown in the illustration above, it is over 800' across the wash to the nearest homes that will have a view of the retaining walls needed to bring the grade up for access to the garage. The landscape plan shows some plant material that will be used to screen the retaining walls.

Having this large garage/shop area is an important aspect of this home for the property owner. The grade on the driveway coming down from the street has been maximized to lower the house as much as possible and reduce the fill needed as much as possible. The maneuvering area for access to the garage could be reduced a little, but it does not appear to make a significant difference.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

MOVE TO approve CFW25-000003 as requested.

Suggested Motion

MOVE TO approve CFW25-000003 as requested.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

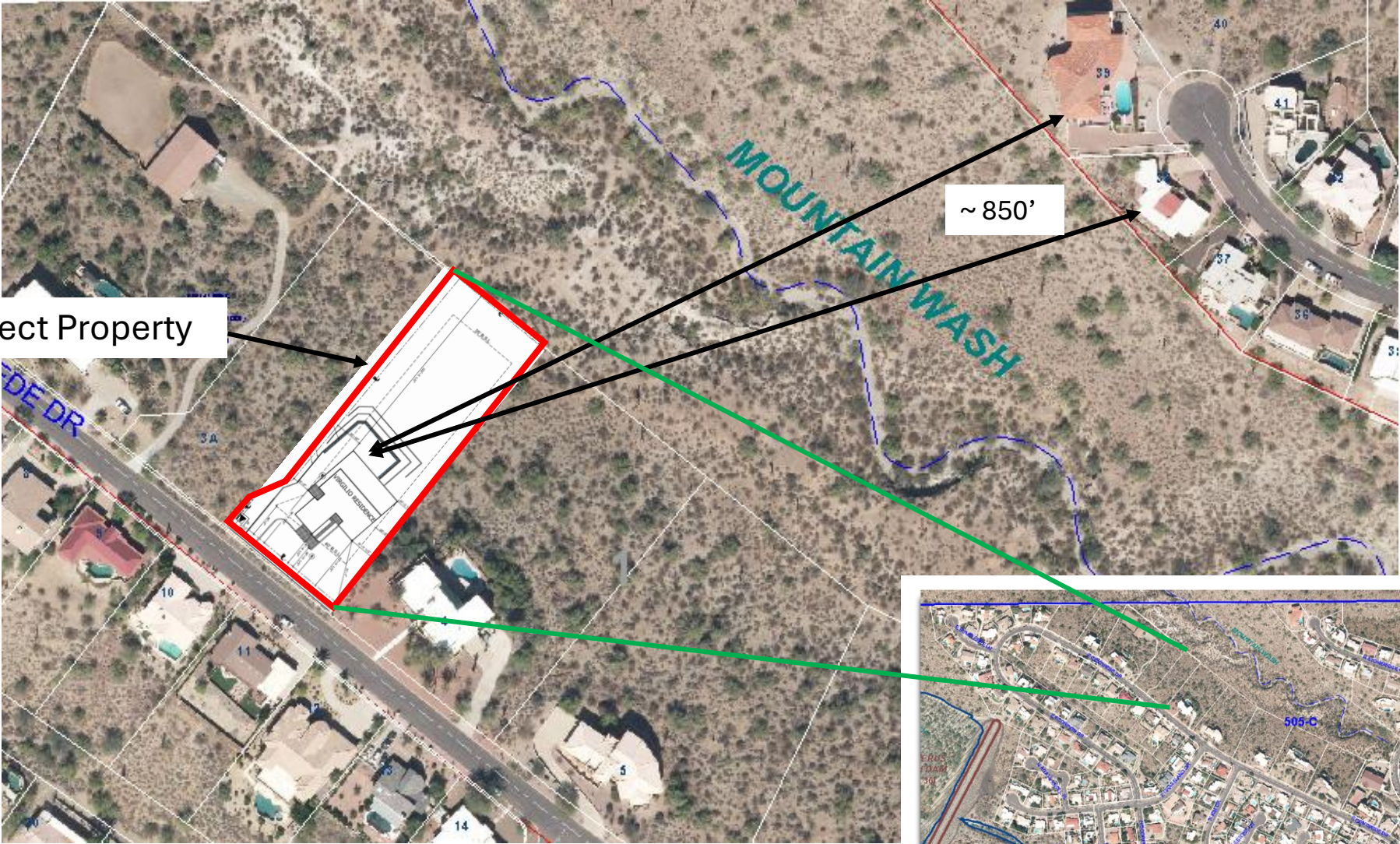
Funding Source: N/A

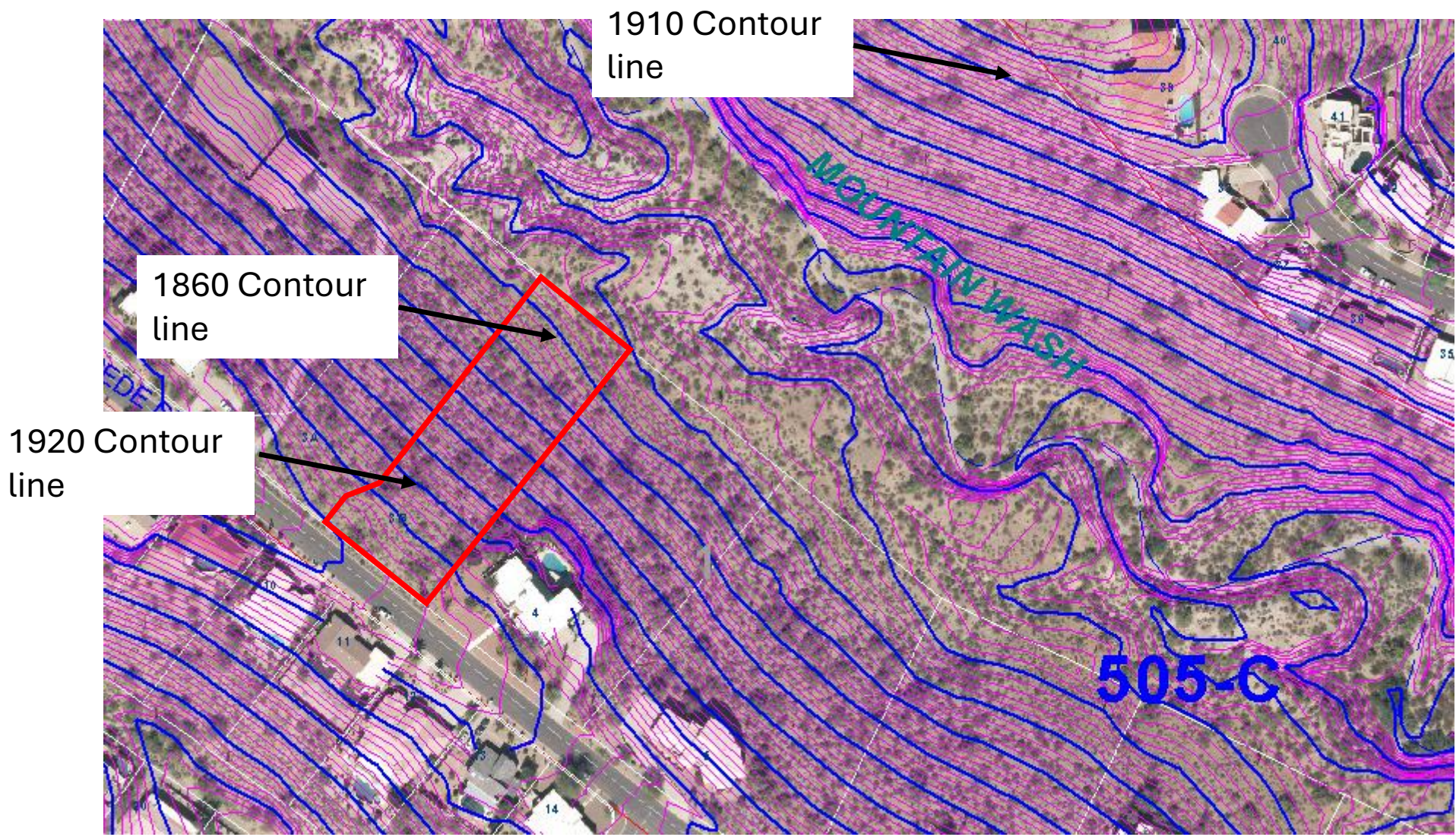
ATTACHMENTS

- | |
|--|
| <ol style="list-style-type: none">1. Council Report Information2. 24054003 Virgilio Residence ~ Submittal ~ Waiver Description 12-21-25 |
|--|

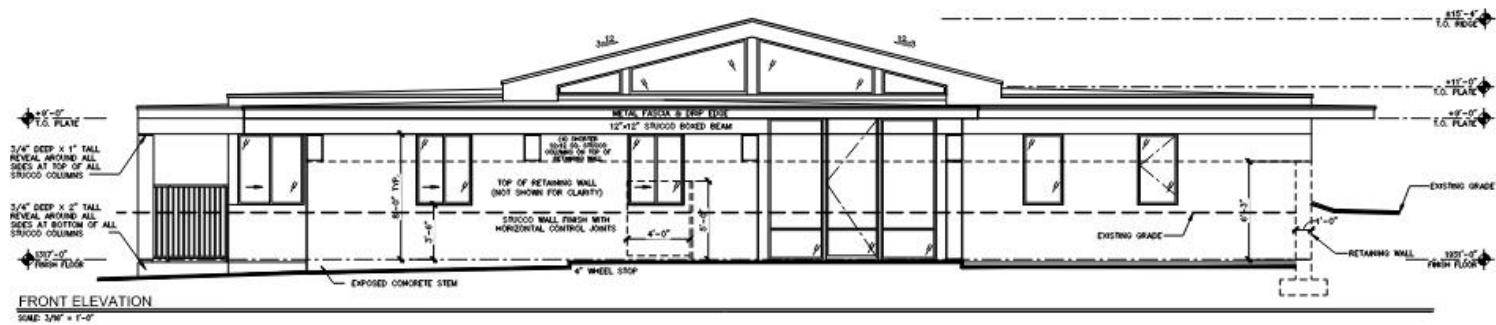
15656 E. Centipede Rd.

Subject Property

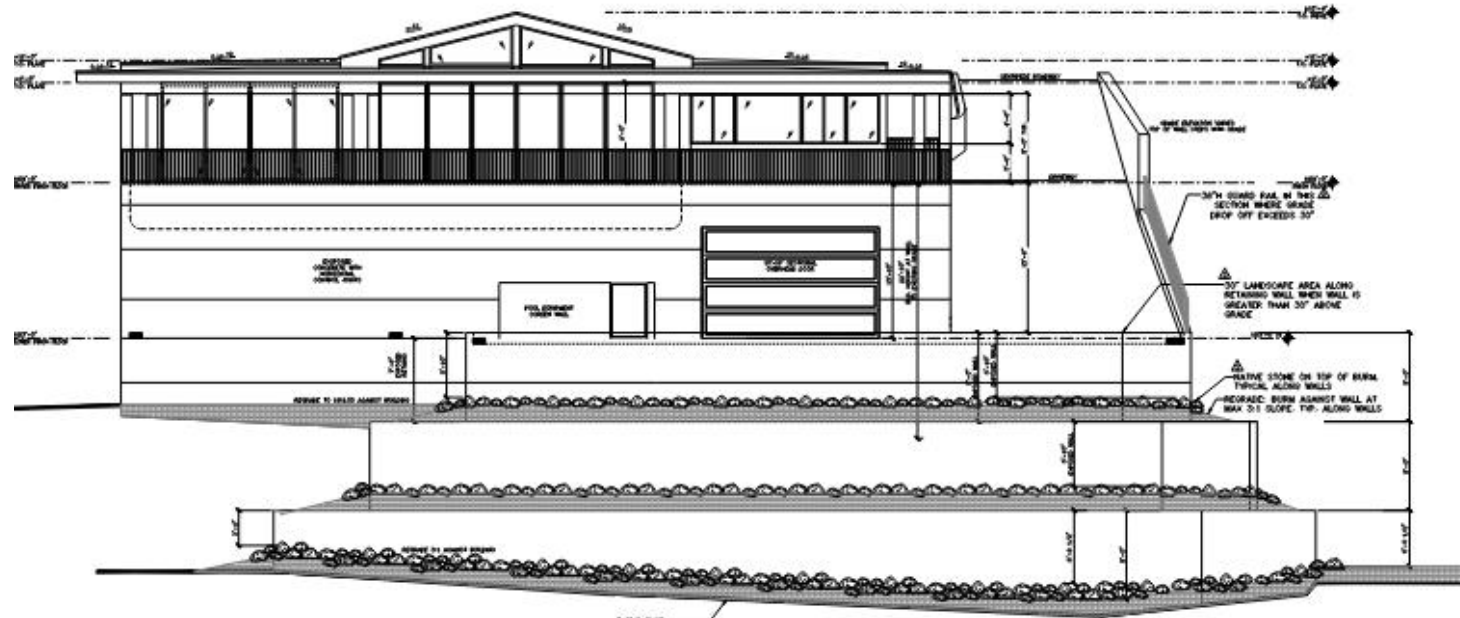




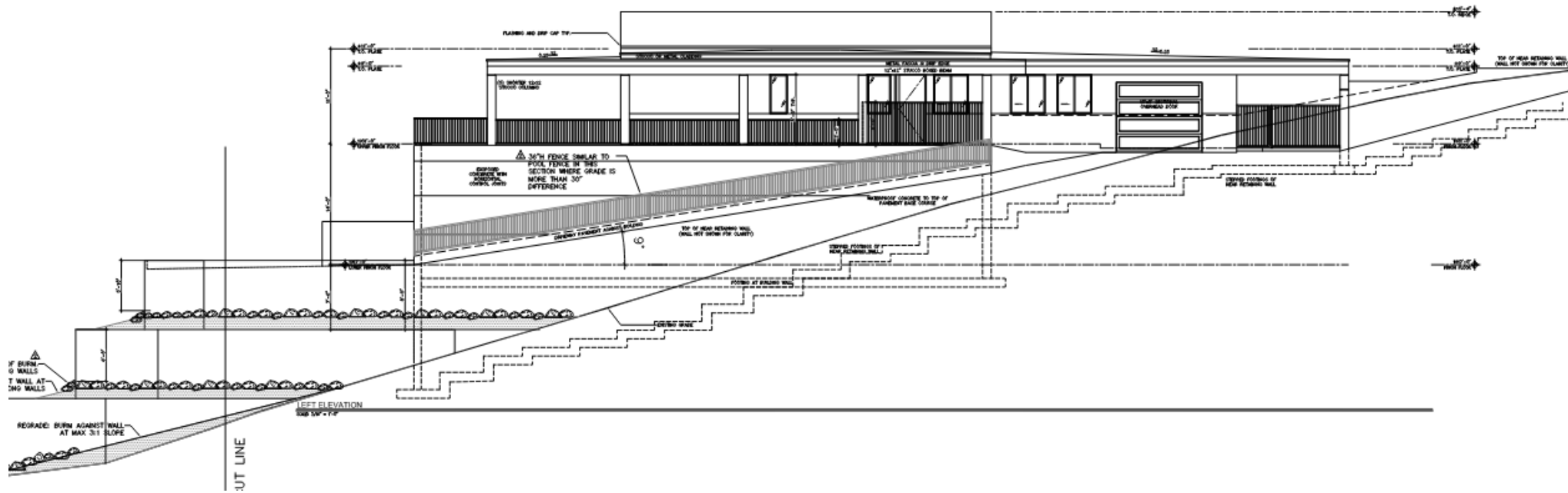
Elevations



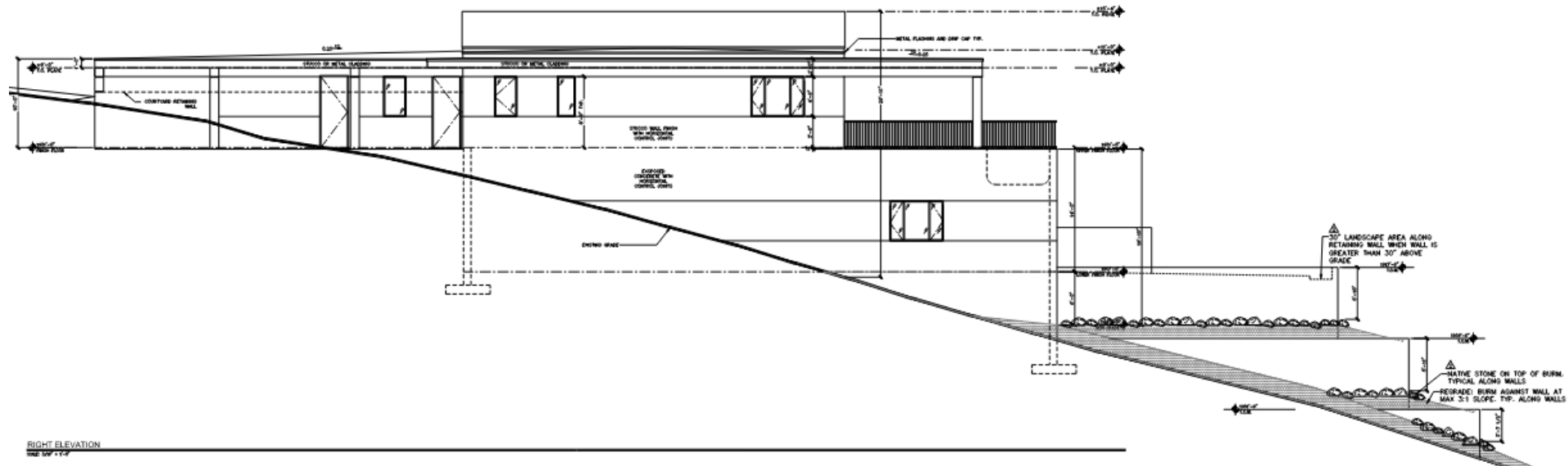
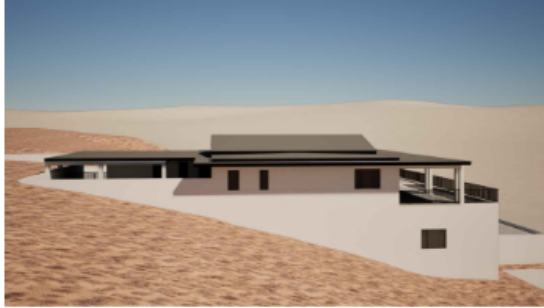
Elevations



Elevations



Elevations



Subject: Waiver Request – Virgilio Residence (Cut/Fill Exceeding 10’)

To: Town of Fountain Hills – Development Services Department

Re: Virgilio Residence – Waiver for Cut and Fill Exceeding 10 Feet

Dear Reviewer,

On behalf of the Virgilio Residence, we respectfully submit this request for a waiver to allow limited areas of cut and fill in excess of 10 feet, as required under Town of Fountain Hills development standards.

1. Site ConstraintsThe lot is located on a very steep slope. The approved driveway design already reflects the maximum allowable slope, and cannot be made steeper. To maintain safe, code-compliant access and to design within the 30’ maximum height from natural grade, strategic cuts and fills are unavoidable.

2. Building DesignThe residence is designed with a walkout basement, resulting in a 14’ finish floor to finish floor condition. The main level plate height is limited to 9’-0”, demonstrating restraint and ensuring the home sits as low as possible into the hillside. From the street view, the appearance is primarily of the roofline, which minimizes overall massing and maintains scenic views for surrounding neighbors.

The proposed home maintains a lot coverage of 13.3%, well below the 25% maximum. Total site disturbance is approximately 0.42 acres of a 1.07-acre parcel, demonstrating that the home is scaled responsibly to the property. This is not an oversized or excessive structure, but a design that respects the hillside context while meeting functional requirements.

3. Extent of Cuts and Fills

- Maximum cut: no cut on site exceeds 10’-0”
- Maximum fill: approx. 19’-7” maximum at the north corner of the rear retaining wall.
- Secondary retaining wall: approx. 14’ maximum of fill.
- Tertiary retaining wall: approx. 8’ of fill.

These conditions occur only where necessary to reconcile the steep natural slope with functional, code-compliant construction.

4. Mitigation & Compliance with Intent

- Engineered retaining walls and slope stabilization are provided to ensure long-term structural safety.
- Revegetation and native plant salvage will restore disturbed areas and blend the improvements into the natural desert.
- Rock generated from on-site cuts will be repurposed in landscape areas and strategically placed around retaining walls. This reduces the visual massing of the walls and helps integrate them into the natural terrain.
- The stepped wall design and low roofline reduce visual impact from surrounding viewpoints.
- Colors and materials will be chosen to harmonize with the desert setting.

5. Consideration of Alternatives Several design options were explored during the planning process. Alternatives either increased overall disturbance or failed to provide safe access. The current proposal represents the least impactful solution given the extreme topography.

Conclusion In summary, this waiver is necessary due to unique site conditions and has been carefully minimized through design. The proposed measures balance the Town's development standards with the realities of a steep hillside lot, while maintaining a restrained design and mitigating visual impacts.

We respectfully request approval of this waiver. Please let us know if additional information or documentation is required.

Sincerely,



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services / Planning
Prepared by: Farhad Tavassoli, Senior Planner
Staff Contact Information: Phone: 480-816-5139
Email: ftavassoli@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Regarding a CUT/FILL WAIVER request to permit an area of approximately 1,781 square feet to exceed the maximum 10-foot visible FILL allowance up to approximately 20 feet deep maximum fills for development of a single-family residence for the property on 9681 N. Four Peaks Way.

Staff Summary (background)

The applicant is requesting a fill waiver to allow approximately 1,781 square feet of the 31,449 square-foot subject property to have up to 20 feet of fill (10 feet of additional fill than what is allowed by the ordinance) in order to allow the construction of a single-family residence at 9619 N. Four Peaks Way in Firerock.

The Town of Fountain Hills Subdivision Ordinance, Article 5, Section 5.03.D.: "...the total combined height of any fill or the depth of any cut area as a result of subdivision improvement grading and/or any subsequent grading, including but not limited to grading approved as a part of building permit approval, shall not total more than ten feet, as measured from natural grade, unless otherwise provided in this Article. These limitations on cut and fill apply to all zoning districts."

Staff has identified three objectives in reviewing cut and fill waiver requests. Those objectives are:

1. To reduce the visual impacts of the proposed development as viewed from the adjacent properties and rights of ways.

The excess fill would be distributed across three areas of the lot, as shown in the attached cut-fill plan and cross-section. The largest fill area will occur at the garage location, where fill reaches up to 20 feet behind stem walls. Other areas requiring fill in excess of 10 feet include the living room (up to 14 feet) and the basement pergola on the east side (up to 12 feet). All fill areas will remain below the finished floor elevation of their respective levels. Due to the property's downward slope from Four Peaks Way, these areas will not be visible from the right-of-way, as they will be screened by the house. Visibility will primarily occur from lots to the north and east but will not obstruct any significant viewsheds.

2. To review the measures applied by the designer to minimize the amount of cut and fill

on the lot.

The lot's steep slope (approximately 50% from the frontage along Four Peaks Way) creates significant design challenges. While some areas require substantial fill (up to 20 feet), the proposed design mitigates visual massing by embedding the structure into the hillside to reduce tall, blank retaining walls and by breaking up vertical massing through stepped floor plans. The designers also incorporated innovative features such as an atrium on the north and east sides and a detached pergola accessed by stairway below the outdoor pool and patio, further reducing the visual impact of the development.

3. To consider possible alternatives to the proposed plan that would conform to the ten-foot maximum cut or fill.

The property could be developed with a smaller home (the proposed home is 6,000 square feet total). However, there still may need to be some amount of cuts made of fill placed on the property due to its steep slopes. Most other proposed development activities on this site appear to be in compliance with the Town's Subdivision and Zoning Ordinances.

Related Ordinance, Policy or Guiding Principle

Subdivision Ordinance, Article 5, Section 5.03.D

Subdivision Ordinance, Article 5, Section 5.06.D

Risk Analysis

If this Cut/Fill Waiver request is denied, the property owner would have to redesign the building. If it is approved, the property owner can secure a building permit that includes fill that exceeds the maximum allowed by Ordinance per the conditions of this approval.

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff recommends the Town Council APPROVE the Cut/Fill waiver request subject to the condition that the building permit and subsequent development activities are compliant with all other Zoning and Subdivision Ordinances and the project is constructed in substantial conformance with the site plans provided with this request.

Suggested Motion

MOVE TO APPROVE a CUT/FILL WAIVER for the property on 9619 N. Four Peaks Way as shown on the attached exhibit.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

- | | |
|----|--|
| 1. | Four Peaks Way Case Map |
| 2. | Applicant Narrative |
| 3. | Grading and Drainage Plan, including Cut/Fill Analysis (Sheet C-7) |
| 4. | Cut-Fill-Waiver-for-FourPeaks-Way |

P&Z Commission Case Map



Case Details

CASE:

CFW25-000002

SITE / ADDRESS:

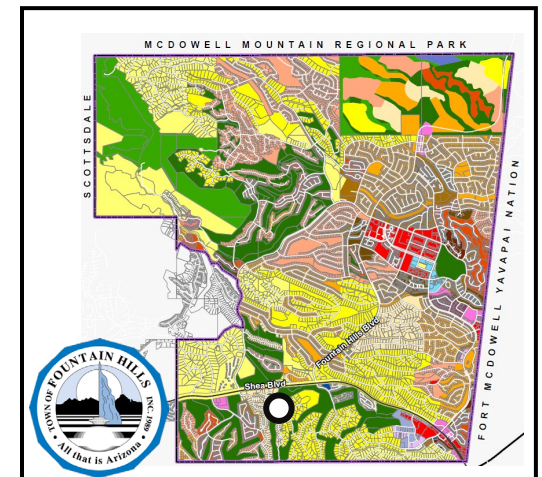
9619 N. Four Peaks Way
APN 176-11-183

REQUEST:

CONSIDERATION OF a CUT/FILL WAIVER request to permit an area of approximately 1,781 square feet to exceed the maximum 10-foot visible FILL allowance up to approximately 20-foot deep maximum fills for the development of the property at 9619 N. Four Peaks Way in Firerock.



Site Location



Applicant Narrative

We are requesting approval of a cut/fill waiver to allow for approximately 19 feet of fill in select portions of the site. This fill is necessary to achieve a balanced and functional site design that accommodates safe vehicular access, mitigates excessive slope conditions, and maintains usable outdoor living space in the backyard and pool area.

The proposed fill will primarily be concentrated in two areas:

A • Beneath the garage pad, to establish a structurally sound platform and enable a workable connection with the main level floor elevation. The garage elevation cannot be lowered without producing a driveway slope that exceeds functional and safety limits. Additionally, shifting the garage toward the southeast (rear) portion of the lot does not resolve the issue—the same fill would still be required, as the garage would be “chasing the grade down,” leading to increased construction and drainage complications.

B• In the backyard and pool area, to create a level, usable outdoor space that transitions smoothly from the interior living areas.

We believe the current design reflects the most balanced and context-sensitive approach for this site, taking into account both topographic constraints and usability considerations.

GRADING AND DRAINAGE PLAN

LOT 21 FIREROCK PARCEL J2

9619 NORTH FOUR PEAKS WAY

FOUNTAIN HILLS, ARIZONA 85268

GRADING AND DRAINAGE NOTES

1. CERTIFICATION OF FINISH FLOORS OR BUILDING PADS IS THE RESPONSIBILITY OF THE DEVELOPER, BUILDER, OWNER AND SHALL BE SUBMITTED PRIOR TO A REQUEST FOR CERTIFICATION OF OCCUPANCY OR FINAL INSPECTION.
2. AN APPROVED GRADING AND DRAINAGE PLAN SHALL BE ON THE JOB SITE AT ALL TIMES. DEVIATIONS FROM THE PLAN MUST BE PRECEDED BY AN APPROVED PLAN REVISION.
3. ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, PIPES, PROTECTIVE BERMS OR OTHER MEASURES DESIGNED TO PROTECT BUILDINGS OR PROPERTY FROM STORM RUNOFF MUST BE COMPLETED PRIOR TO ANY STRUCTURE BEING BUILT.
4. SOIL COMPACTION TEST RESULTS MUST BE SUBMITTED TO THE TOWN ENGINEER'S OFFICE FOR BUILDING PADS THAT HAVE TWO (2) OR MORE FEET OF FILL MATERIAL INDICATED. THIS INFORMATION SHALL BE SUPPLIED PRIOR TO POURING FOUNDATIONS. MINIMUM 95% COMPACTION PER ASTM D698.
5. PREPARATION OF GROUND: THE AREA OVER WHICH FILLS ARE TO BE MADE SHALL BE CLEARED OF ALL TRASH, TEES, STUMPS, DEBRIS OR OTHER MATERIOAL NOT SUITABLE AS A FOUNDATION FOR FILL.
6. LOCATIONS OF ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON INFORMATION SUPPLIED TO THE ENGINEER BY THE APPROPRIATE UTILITY COMPANIES. NO GUARANTEE ON LOCATIONS OR ACCURACY IS IMPLIED OR GIVEN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT BLUE STAKE AT 263-1100 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
7. RETAINING WALLS SHALL BE BACKFILLED WITH 2" TO 3" STONE WITH 1" DRAINS AT 6" ON CENTER.
8. DISTURBED AREAS SHALL BE REPLANTED WITH DESERT PLANTS OR DROUGHT-RESISTANT PLANTS. EXISTING VEGETATION SHALL BE RELOCATED IF DISTURBED BY CONSTRUCTION.
9. SWALES SHALL BE LINED WITH 4" MINIMUM ROCK AND BE A MINIMUM OF 14" DEEP AFTER FINISH LANDSCAPING.
10. ALL EXPOSED RETAINING WALLS AND FENCES SHALL BE FINISHED WITH PAINTED STUCCO.
11. OWNER AND CONTRACTOR IS RESPONSIBLE FOR ALL BUILDING HEIGHTS ABOVE NATURAL GRADE TO COMPLY WITH FOUNTAIN HILLS AND HOME OWNERS ASSOCIATION REQUIREMENTS.
12. ALL DRAINAGE SWALES SHALL BE MAINTAINED BY OWNER TO BE FREE OF TRASH, SILT, VEGETATION, AND DEBRIS.
13. DROPS OF 30" OR MORE IN ACCESSIBLE AREAS SHALL BE PROTECTED BY A 36" MINIMUM HEIGHT GUARD RAIL (G.R.)
14. CONTRACTOR SHALL VERIFY PROPERTY LINE LOCATIONS PRIOR TO PROCEEDING WITH WORK.
15. FINISH GRADE SHALL SLOPE AWAY FROM RESIDENCE AT 5% FOR A MINIMUM DISTANCE OF 10' TO AN APPROVED WATER DISPOSAL AREA.
16. ARCHITECTURAL, STRUCTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING ARE NOT A PART OF THIS SITE PLAN.
17. SWIMMING POOLS, SPAS, FENCES, AND SITE WALLS REQUIRE SEPARATE PERMITS.
18. MITIGATION OF EXPANSIVE SOIL IS NOT A PART OF THIS PLAN. SEE HOUSE PLANS FOR REQUIREMENTS.
19. FOUNDATIONS SHALL BEAR ON NATIVE SOIL OR COMPACTED FILL WITH MINIMUM 95% COMPACTION PER ASTM D698.
20. CONTRACTOR SHALL PROVIDE 1" MINIMUM WATER SERVICE.

ENGINEER'S NOTES

IF A DISCREPANCY EXISTS BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS, IF A DETAIL IS UNCLEAR IN ITS INTERPRETATION, OR IF AN UNFORESEEN SITE CONDITION ARISES, THE ENGINEER MUST BE CONTACTED IMMEDIATELY TO DETERMINE THE APPROPRIATE COURSE OF ACTION. ANY INSTRUCTIONS PROVIDED SHALL BE DOCUMENTED IN WRITING AND DISTRIBUTED TO ALL RELEVANT PARTIES TO ENSURE COMPLIANCE AND PROPER EXECUTION.

THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, SAFETY PRECAUTIONS, OR PROGRAMS EMPLOYED IN CONNECTION WITH THE WORK. FURTHERMORE, THE ENGINEER SHALL NOT BE LIABLE FOR THE CONTRACTOR'S FAILURE TO EXECUTE THE WORK IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DRAWINGS AND DOCUMENTS. THE CONTRACTOR RETAINS SOLE RESPONSIBILITY FOR ENSURING COMPLIANCE WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS.

THE OWNER IS RESPONSIBLE FOR ENSURING THE ACCURATE LAYOUT OF IMPROVEMENTS IN ACCORDANCE WITH SETBACK REQUIREMENTS AND PROPERTY LINE LOCATIONS. DIMENSIONAL RELATIONSHIPS TO THE STRUCTURE ARE APPROXIMATE AND INTENDED FOR ILLUSTRATIVE PURPOSES ONLY, AND SHOULD NOT BE RELIED UPON FOR PRECISE MEASUREMENTS OR CONSTRUCTION PLACEMENT.

GENERAL
ALL GRADING MUST COMPLY WITH THE STANDARDS OUTLINED IN THE 2018 INTERNATIONAL BUILDING CODE (IBC)

- DRAINAGE
1. THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION MUST SLOPE AWAY FROM THE BUILDING AT A MINIMUM 5% GRADE FOR AT LEAST 10 FEET. MEASURED PERPENDICULAR TO THE WALL FACE. ALTERNATIVELY, AN APPROVED METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION MAY BE USED, IN ACCORDANCE WITH SECTION 1803.3 OF THE INTERNATIONAL BUILDING CODE (IBC).
2. THE OWNER IS RESPONSIBLE FOR KEEPING ALL DRAINAGE PATHS FREE FROM OBSTRUCTIONS, SUCH AS DEBRIS AND SILT, TO ENSURE PROPER WATER FLOW.
3. **THE OWNER MUST MAINTAIN ALL DRAINAGE STRUCTURES, INCLUDING WALL OPENINGS, CATCH BASINS, CULVERTS, CHANNELS, AND OTHER DRAINAGE-RELATED FEATURES, TO PREVENT BLOCKAGES**
4. THE OWNER AND CONTRACTORS MUST ENSURE THAT ALL DRAINAGE PATHS REMAIN NATURAL OR AS DESIGNED THROUGHOUT CONSTRUCTION.
5. AFTER CONSTRUCTION, THE OWNER MUST CONTINUE MAINTAINING ALL DRAINAGE PATHS IN THEIR NATURAL OR DESIGNED STATE.
6. DRAINAGE OPENINGS OF 8" X 16" (128 SQUARE INCHES) MUST BE PROVIDED AT EVERY OTHER BLOCK, AS SPECIFIED IN THE PLAN.
7. WALL OPENINGS MUST REMAIN UNOBSTRUCTED AND MUST NOT BE COVERED WITH SCREENS, MESH, ROCK, OR ANY OTHER MATERIAL THAT COULD IMPEDE WATER FLOW

- EROSION PROTECTION & DUST CONTROL
1. THE OWNER OR CONTRACTOR MUST INSTALL AND MAINTAIN LANDSCAPING ON SLOPES AND DISTURBED AREAS TO PREVENT EROSION DURING CONSTRUCTION.
2. AT ROOF SCUPPERS AND EXTERIOR WALL OPENINGS, 2" SQUARE BY 8" THICK RIPRAP MUST BE PROVIDED TO PREVENT EROSION.
3. 8" THICK RIPRAP SHOULD BE PLACED BENEATH THE ROOFLINE TO MINIMIZE SOIL EROSION AND MAINTAIN GROUND STABILITY.
4. PROVIDE 5" THICK RIP-RAP WITH GEOTEXTILE FABRIC DRAINAGE SWALES AS NEEDED
5. DUST MUST BE MANAGED BY WATERING, FOLLOWING REGULATIONS SET BY THE AIR POLLUTION CONTROL DISTRICT OF MARICOPA COUNTY. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS

- FILL MATERIAL
1. ALL FILL MATERIALS MUST BE INORGANIC SOILS, FREE FROM VEGETATION, DEBRIS, ORGANIC CONTAMINANTS, AND FRAGMENTS LARGER THAN 6 INCHES.
2. A GEOTECHNICAL REPORT CONDUCTED BY RITTER ENGINEERING, PRJ G21-0177, DATED JUNE 28, 2021, SHOULD BE USED TO GUIDE SITE PREPARATION, BEARING CAPACITY VALUES, FRICTION VALUES, AND COMPACTION REQUIREMENTS.
3. WHERE EXCAVATION IS TO OCCUR THE TOP FOUR (4) INCHES OF EXCAVATED NATIVE SOIL SHALL REMAIN ON THE SITE AND SHALL BE REUSED IN A MANNER THAT TAKES ADVANTAGE OF THE NATURAL SOIL SEED BANK IT CONTAINS.

- UTILITIES
1. **EXCAVATION NOTIFICATION: THE CONTRACTOR MUST CONTACT BLUESTAKE AT LEAST 48 HOURS BEFORE STARTING ANY EXCAVATION.**
2. **THE CONTRACTOR MUST LOCATE ALL STRUCTURES, PIPELINES, AND CONDUITS (WHETHER SHOWN ON PLANS OR NOT) BEFORE CONSTRUCTION AND TAKE PRECAUTIONS TO AVOID DAMAGE. THE ENGINEERING TEAM OR DEVELOPER DOES NOT GUARANTEE THE ACCURACY OF UNDERGROUND**
3. **THE CONTRACTOR MUST VERIFY THE LOCATION AND ELEVATION OF ALL UTILITY CONNECTIONS.**
4. **ANY UTILITY CROSSING THE WASH MUST BE PLACED IN SLURRY AND BURIED AT A DEPTH OF 3 FEET.**

LEGAL DESCRIPTION

LEGAL DESCRIPTION: (FROM DOC. # 2024-0200810, M.C.R.)

LOT 21, OF FIREROCK PARCEL J-2, ACCORDING TO BOOK 520 OF MAPS, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA.

PROJECT DESCRIPTIONS

THE PROJECT WILL CONSIST OF THE FOLLOWING :

- NEW RESIDENTIAL STRUCTURE
- GRADING FOR NEW RESIDENTIAL STRUCTURE
- RETAINING WALLS & SITE WALLS
- STORM DRAINS AND DRAINAGE SWALE
- PAVERS

BASIS OF BEARINGS

S 73° 33' 26" E, ALONG A PORTION OF THE MONUMENTED NORTHERLY LINE OF LOT 21, PER BOOK 520, PAGE 35, M.C.R., AS SHOWN HEREON.

EXTERIOR LIGHT NOTES

PER TOWN OF FOUNTAIN HILLS ZONING ORDINANCE CHAPTER 8
ALL OUTDOOR LIGHTS WILL CONSIST OF PARTIALLY SHIELDED FIXTURE OF 2250 WATTS OR LESS PER FIXTURE AND SHALL NOT EXCEED 3000K (CORRELATED COLOR TEMPERATURE)

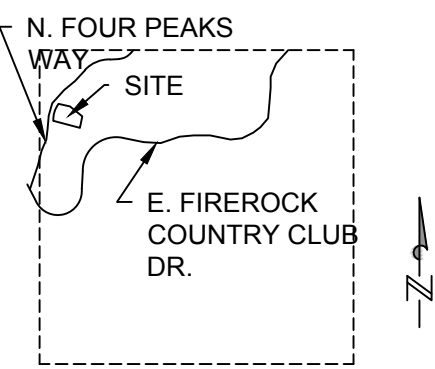
ENGINEER'S CERTIFICATION

THE LOWEST FINISHED FLOOR ELEVATION(S) AND/OR FLOOD PROOFING ELEVATION(S) FOR THE HOUSE ON THIS PLAN ARE SUFFICIENTLY HIGH TO PROVIDE PROTECTION FROM FLOODING CAUSED BY A ONE-HUNDRED YEAR STORM

NATIVE PLANTS

NATIVE PLANTS WAS CONDUCTED BY A SALVAGE COMPANY, SEE LANDSCAPE PLAN FOR DETAILS

VICINITY MAP



HOA NOTES

- All mechanical equipment, pool equipment, and screen walls shall be located within the Building Envelope.
- Electric Meters, Gas Meters, Landscape Controls, CATV Equipment Boxes, Telephone Equipment Boxes and Water services shall be fully screened from a street, common area or neighboring homsestie so that the design of the home with a masonry or stone wall.
- All perimeter windows and doors must be recessed from the perimeter walls a minimum of 3 5/8" (three and five eighths" inches) measured from the finish of the wall where the recess occurs to the glass or door. Thickness of window trim will not be applicable to recess depth.
- Antennae or satellite dishes must be screened to the extent practicable when viewed from a street, common area, golf course, or neighboring homsesties. If locations are not provided prior to installation of antennae or satellite dish, homeowner or builder must submit an application to the COA for approval.
- All changes to the approved Plans and Elevations that involve the exterior design, materials, and colors must be submitted and processed through the COA. Submit changes two weeks prior to the meeting to avoid a delay in construction.

ENGINEER'S CERTIFICATION

THE LOWEST FINISHED FLOOR ELEVATION(S) AND/OR FLOOD PROOFING ELEVATION(S) FOR THE HOUSE ON THIS PLAN ARE SUFFICIENTLY HIGH TO PROVIDE PROTECTION FROM FLOODING CAUSED BY A ONE-HUNDRED YEAR STORM

FLOOD INSURANCE RATE MAP INFORMATION

COMMUNITY NUMBER:	PANEL NUMBER: DATE:	SUFFIX:	DATE OF FIRM (REVISION DATE):	FIRM ZONE:	BASE FLOOD ELEVATION (IN AO ZONE, USE DEPTH):
04013C	1803 OF 4425 10/16/2013	L	OCTOBER 16, 2013	X	N/A

PROJECT DATA

SITE ADDRESS:
9619 NORTH FOUR PEAKS WAY
FOUNTAIN HILLS, ARIZONA 85268

PARCEL ZONING:
R1-35H PUD Z97-46

ASSESSOR PARCEL NUMBER:
176-11-183

NET LOT AREA:
31,449 SF± (0.722 ACRES ±)

LAND DISTURBANCE DATA

TOTAL DISTURBANCE
15,400 SF

ALLOWABLE DISTURBANCE
18,700 SF

LOT COVERAGE
25% MAX

SHEET INDEX

- C-1 TITLE SHEET
- C-2 OVERALL SITE PLAN
- C-3 GRADING & DRAINAGE PLAN
- C-4 CROSS SECTIONS AND DETAILS
- C-5 DETAILS
- C-6 CUT FILL ANALYSIS

WALL DATA

LINEAR FOOTAGE OF SITE RETAINING WALLS: 326 FT
LINEAR FOOTAGE OF RETAINING WALLS BENEATH TRELLIS ROOF: 218 FT

OWNER/DEVELOPER

HORIZON ESTATES LLC
7377 DOUBLETREE RANCH RD
STE A-170
SCOTTSDALE AZ USA 85258

ARCHITECTURAL DESIGNER

BUILD DESIGN AND CONSTRUCTION
MANAGEMENT LLC
CONTACT: DAVID SCARLE
602-501-8904
DS@JUSSARASCARLE.COM

SURVEY

TOPOGRAPHICAL CONTOURS, BOUNDARIES, EASEMENTS, AND PLANT LOCATION ARE BASED UPON SURVEY CONDUCTED BY

GLOBAL LAND SURVEYING, LLC.
PO BOX 2132
PEORIA, ARIZONA 85380
DATED SEPTEMBER 29, 2024 PROJECT #2406003
(623) 330-6835
glsurveyaz@gmail.com

ENGINEER

TERRA DYNAMIC ENGINEERING, LLC.
3241 EAST SHEA BLVD, STE 1 #455
PHOENIX, ARIZONA 85028
CONTACT: ROBERTO ORLANDO, P.E.
(602) 482-1603
robert@terradynamic.us

SOILS ENGINEER

RITTER ENGINEERING
9034 WEST BIG OAK STREET
PEORIA, ARIZONA 85383
CONTACT: KEITH E. RITTER
(623) 999-3150

BENCHMARK

POINT ID 4180
POINT NAME 32407-1

DESCRIPTION: FD 1" IP 2.6" UP W/ 2 1/2" GLO BC STAMPED.
*T2N R6E S29 S28 S32 S33 1919' NOTE- POINT SET IN CONC

ELEVATION = 1,676.442' (NAVD 88)

LATITUDE 33° 34' 04.45474" N
LONGITUDE 111° 45' 10.02872" W

PROVIDED BY THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

SITE BENCHMARK

SITE BENCHMARK BEING A FOUND REBAR WITH AFFIXED CAP "AZLS 59124" AT AN ANGLE POINT OF THE NORTHERLY LINE OF THE SUBJECT PROPERTY, HAVING AN ELEVATION OF 1823.08' (NAVD88 DATUM)

REQUIRED SPECIAL INSPECTION :

SOIL COMPACTION ENGINEERED FILL MATERIAL
PERIODIC SPECIAL INSPECTION IS REQUIRED FOR THE FOLLOWING ITEMS

- COMPACTION TESTING FOR OPTIMUM MOISTURE AND DENSITY

FOUNDATION CONSTRUCTION
PERIODIC SPECIAL INSPECTION IS REQUIRED FOR THE FOLLOWING ITEMS

- INSPECTION OF REINFORCEMENT PLACEMENT BEFORE CONCRETE POUR
- VERIFICATION OF ANCHOR BOLTS AND EMBEDMENTS FOR STRUCTURAL CONNECTIONS.
- CONCRETE STRENGTH TESTING USING CYLINDER SAMPLES

CONCRETE CONSTRUCTION
PERIODIC SPECIAL INSPECTION IS REQUIRED FOR THE FOLLOWING :

- SIZE AND LOCATION OF STRUCTURAL REINFORCEMENT
- CONCRETE PRIOR TO PLACEMENT, STRENGTH & SLUMP
- CONCRETE JOINTS

MASONRY CONSTRUCTION
PERIODIC SPECIAL INSPECTION IS REQUIRED FOR THE FOLLOWING ITEMS

- REINFORCEMENT PLACEMENT BEFORE GROUT OR CONCRETE POUR.
- VERIFICATION OF GROUT MIX AND CONSOLIDATION TO ENSURE STRUCTURAL INTEGRITY.
- INSPECTION OF ANCHOR BOLTS AND EMBEDMENTS FOR STRUCTURAL CONNECTIONS.
- GROUT SPACE IS CLEAN PRIOR TO GROUTING
- SIZE AND LOCATION OF STRUCTURAL ELEMENTS
- MORTAR PRIOR TO CONSTRUCTION
- CONSTRUCTION OF MORTAR JOINTS

ANCHOR BOLTS
PERIODIC SPECIAL INSPECTION IS REQUIRED FOR THE FOLLOWING ITEMS

- VERIFICATION OF ANCHOR TYPE, MATERIAL, SIZE, AND LENGTH BEFORE INSTALLATION.
- INSPECTION OF DRILLING METHOD AND HOLE PREPARATION TO ENSURE PROPER EMBEDMENT.
- CONFIRMATION OF INSTALLATION PROCEDURES FOR MECHANICAL AND ADHESIVE ANCHORS.



REVISED DATES:

12/29/2025 T.O.F.

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TITLE SHEET

PROJECT:

LOT 21 FIREROCK PARCEL J2
9619 NORTH FOUR PEAKS WAY
FOUNTAIN HILL S, ARIZONA 85268

TERRA DYNAMIC
ENGINEERING, LLC
3241 East Shea Blvd, Suite 1 - #455
Phoenix, Arizona 85028
(602) 482-1603
robert@terradynamic.us



SUBMITTAL DATE
AUGUST 21, 2025

JOB NUMBER:
25-002

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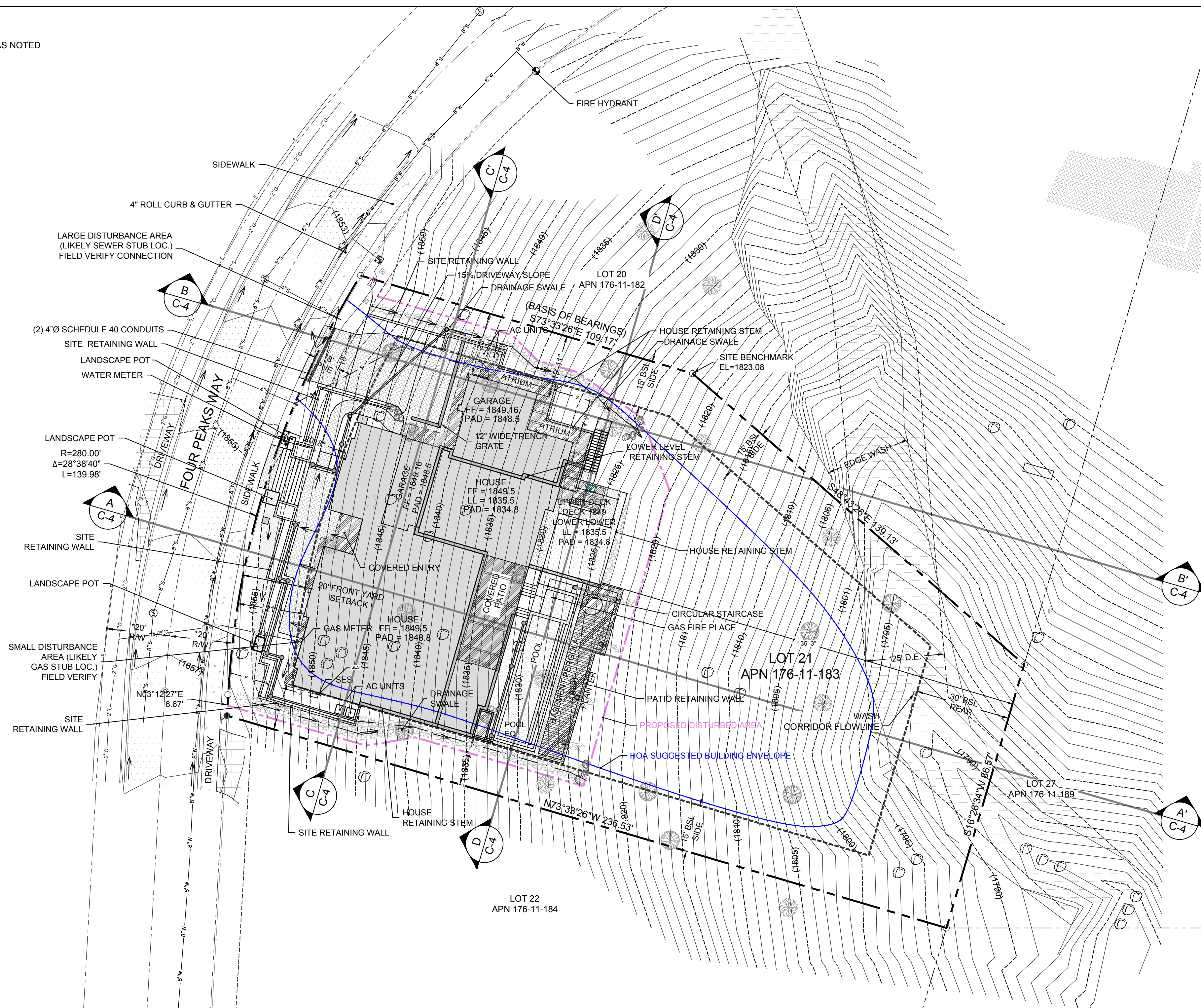
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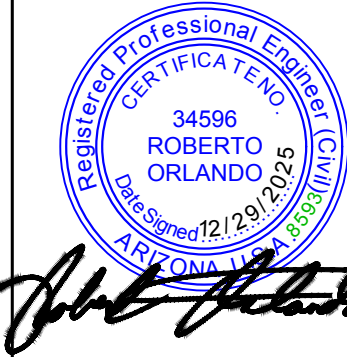
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	FOUND 1/2" CAPPED REBAR AZLS 16098 OR AS NOTED	
	FOUND BRASS CAP FLUSH	
	ELECTRIC TRANSFORMER	
	TELECOM PEDESTAL	
	WATER METER	
	WATER BLUESTAKE	
	GAS BLUESTAKE	
	SANITARY SEWER MANHOLE	
	SEWER BLUESTAKE	
	BOUNDARY LINE	
	CENTER LINE	
	RIGHT OF WAY	
	PARCEL LINE	
	BLOCK WALL	
R/W	RIGHT-OF-WAY	
M.C.R.	MARICOPA COUNTY RECORDS	(2)
APN	ASSESSOR PARCEL NUMBER	
	APPROXIMATE UNDERGROUND WATER LINE	
	APPROXIMATE UNDERGROUND SEWER LINE	
	APPROXIMATE UNDERGROUND GAS LINE	
	NEW WATERLINE	
	NEW SEWERLINE	
R/W	RIGHT OF WAY	
P.U.E.	PUBLIC UTILITY EASEMENT	
B.S.L.	BUILDING SETBACK LINE	
CMU	CONCRETE MASONRY UNIT	
M.C.R.	MARICOPA COUNTY RECORDER	
M.C.A.	MARICOPA COUNTY ASSESSOR	
RAIL	TOP OF RAIL/GUARD RAIL	
TW	TOP OF WALL	
TRW	TOP OF RETAINING WALL	RET.
BW	BOTTOM OF EXPOSED WALL	
TF	TOP OF FOUNDATION	LAI
	EXISTING CLEAN OUT	
	EXISTING CONTOURS	
	PROPOSED FINISHED CONTOURS	
	RIP-RAP	
	PROPOSED HOUSE AND UNDER ROOF	SMALL D GA
	CONCRETE SPOT ELEVATION	
	FLOW DIRECTION	



	CACTUS
	PALO VERDE TREE
	SAGUARO CACTUS
	TREE (UNKNOWN TYPE)



12/29/2025 T.O.F.

OVERALL SITE PLAN

PROJECT:
LOT 21 FIREROCK PARCEL J2
9619 NORTH FOUR PEAKS WAY
FOUNTAIN HILL, S. ARIZONA 85268

ENGINEERING, LLC
East Shea Blvd, Suite 1 - #455
Phoenix, Arizona 85028
(602) 482-1603
robert@terradyamic.us



SHEET NUMBER:

C-2

LEGEND

- FOUND 1/2" CAPPED REBAR AZLS 16098 OR AS NOTED
- ⊙ FOUND BRASS CAP FLUSH
- ⊠ ELECTRIC TRANSFORMER
- ⊡ TELECOM. PEDESTAL
- ⊞ WATER METER
- ⊟ WATER BLUESTAKE
- ⊠ GAS BLUESTAKE
- ⊞ SANITARY SEWER MANHOLE
- ⊟ SEWER BLUESTAKE

- BOUNDARY LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- BLOCK WALL
- RIGHT-OF-WAY
- M.C.R. MARICOPA COUNTY RECORDS
- APN ASSESSOR PARCEL NUMBER
- APPROXIMATE UNDERGROUND WATER LINE
- APPROXIMATE UNDERGROUND SEWER LINE
- APPROXIMATE UNDERGROUND GAS LINE
- NEW WATERLINE
- NEW SEWERLINE

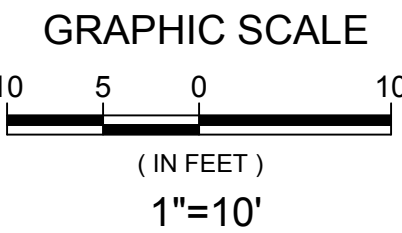
- R/W RIGHT OF WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- CMU CONCRETE MASONRY UNIT
- M.C.R. MARICOPA COUNTY RECORDER
- M.C.A. MARICOPA COUNTY ASSESSOR
- RAIL TOP OF RAIL/GUARD RAIL
- TW TOP OF WALL
- TRW TOP OF RETAINING WALL
- BW BOTTOM OF EXPOSED WALL
- TF TOP OF FOUNDATION
- SEWER CLEAN OUT
- EXISTING CONTOURS
- PROPOSED FINISHED CONTOURS

- RIP-RAP
- PROPOSED HOUSE AND UNDER ROOF
- CONCRETE SPOT ELEVATION
- FLOW DIRECTION



KEY NOTES

- 1 PROVIDE 1"Ø METER WITH 1-1/2" SERVICE LINE. VERIFY SIZE WITH FIRE SPRINKLER REQUIREMENTS PER EPOOR STD DTL 342-2
- 2 VERIFY SEWER SERVICE LATERAL. COORDINATE WITH FOUNTAIN HILLS SEWER DISTRICT (480) 837-9444. PROVIDE SEWER CLEANOUT. CONTRACTOR TO CONTACT FHSD PRIOR TO CONSTRUCTION TO VERIFY EXACT LOCATION OF SEWER SERVICE LATERAL
- 3 PROVIDE NEW SEWER CLEANOUT
- 4A PROVIDE NEW BACKWATER VALVE PER IPC 714.1
- 4 NEW GAS METER. SERVICE TO BE FIELD VERIFIED WITH UTILITY COMPANY
- 5 400 AMP SES SERVICE TO BE FIELD VERIFIED WITH UTILITY COMPANY. SEE ELECTRICAL SHEETS
- 6 TELEPHONE SERVICE TO BE FIELD VERIFIED WITH UTILITY
- 7 A/C UNITS. ALL EQUIPMENT SHALL BE SCREEN BY A WALL THAT IS A MINIMUM 12" HIGHER THAN THE EQUIPMENT THAT IS SCREENING.
- 8 HOUSE RETAINING WALL/EXTENDED STEM/LOWER PATIO RETAINING WALL. SEE STRUCTURAL DETAILS. NOTE: RETAINING STEM SHOULD BE A MINIMUM OF 12 INCHES HIGHER THAN FINISH ADJACENT EXTERIOR GRADE. WATERPROOF WALL PER IBC AND PROVIDE A 4"Ø PERFORATED PIPE WITH 1" WASH ROCK AND FABRIC FILTER BEHIND ALL RETAINING WALL, DRAIN TO DAYLIGHT
- 9 SITE RETAINING WALL. SEE DETAIL 3.4, 8/6/C-4. WATERPROOF WALL PER IBC AND PROVIDE A 4"Ø PERFORATED PIPE WITH 1" WASH ROCK AND FABRIC FILTER BEHIND ALL RETAINING WALL, DRAIN TO DAYLIGHT
- 10 SITE RETAINING WALL AT DRIVEWAY. SEE DETAIL 5 & 6/C-4 AND A&B/C-1. WATERPROOF WALL PER IBC AND PROVIDE A 4"Ø PERFORATED PIPE WITH 1" WASH ROCK AND FABRIC FILTER BEHIND ALL RETAINING WALL, DRAIN TO DAYLIGHT
- 11 36" GUARD RAIL PER SECTION 1015 IBC. SEE ARCHITECTURAL SET
- 12 GATE WITH SELF CLOSING SELF LATCH, PROVIDE A 3" OPENING BETWEEN GATE AND GRADE. SEE ARCHITECTURAL SET
- 13 DRAINAGE SWALE WITH TERMINATION WITH 8" THICK NATIVE STONE, D₅₀=4" RIP-RAP. SEE NOTES ON DETAIL 8/C-3 & 7/C-4
- 14 DRAINAGE TRENCH DRIVEWAY WITH SLOT GRATE DRAIN (OWNER SELECT) DRAIN TO DAYLIGHT AT NORTH END. SEE DETAIL 6/C-3. GRATE = 1849. INVERT = 1847 (FLOWLINE AT NORTH END). INVERT = 1843 (PIPE OUTLET AT NORTH WALL)
- 15 8"Ø HDPE DRAIN PIPE. SLOPE AT A MIN 2% SLOPE WITH RIP-RAP AT OUTLET SEE DETAIL 6 & 8/C-4
- 16 NYLOPLAST 12" DOME GRATE AND DRAIN WITH ELBOWS AND TEES AS NEEDED. DRAIN TO DAYLIGHT WITH 4"Ø PIPE. WITH A MINIMUM 2% SLOPE. SEE DETAIL 6 & 8/C-4. (USE 6"Ø PIPE WHEN USED IN SERIES)
- 17 8"Ø HDPE DRAIN PIPE. SLOPE AT A MIN 2% SLOPE, WITH RIP-RAP AT OUTLET SEE DETAIL 8/C-3, 6 & 8/C-4. INVERT = 1842 (PIPE OUTLET AT NORTH WALL). INVERT = 1845.5 (PIPE OUTLET AT SOUTH WALL, EAST END)
- 18 NEW POOL AND SPA BY OTHER AND THROUGH SEPARATE PERMIT
- 19 NEW POOL AND SPA EQUIPMENT WITH CARTRIDGE FILTER SYSTEM ON BACKWASH BY OTHER AND THROUGH SEPARATE PERMIT
- 20 ABOVE GROUND PLANTER SEE ARCHITECTURAL PLANS
- 21 INTERLOCKING CONCRETE PAVER DRIVEWAY SEE DETAIL B/C-2 OR EQUAL TO SUPPORT AN 83,000 LBS FOR FIRE DEPARTMENT ACCESS. DESIGN DRIVEWAY SLOPE IS 8%. AT DRIVEWAY ENTRANCE, GRADE TO MATCH EXISTING PAVEMENT



HOUSE RETAINING STEM

HOUSE RETAINING STEM OR HIGH STEM SEE ARCHITECTURAL DRAWINGS SHEET STRUCTURAL SHEETS. HOUSE STEM WALL SHOULD BE A MINIMUM 1.0' ABOVE FINISHED ADJACENT TO HIGHEST GRADE (TYPICAL) THE RETAINING WALL OF THE HOUSE MUST BE WATER PROOFED IN ACCORDANCE WITH CHAPTER 1807 OF THE 2018 INTERNATIONAL BUILDING CODE.

ROOF RUNOFF

PROPER ROOF DRAINAGE SYSTEMS, SUCH AS GUTTERS OR RAIN DISPERSAL DEVICES, SHOULD BE INSTALLED ALONG THE ENTIRE ROOF PERIMETER TO EFFECTIVELY MANAGE WATER RUNOFF. ROOF RUNOFF MUST BE DIRECTED AT LEAST 5 FEET AWAY FROM ANY PERIMETER WALLS OR COLUMN FOOTINGS TO PREVENT STRUCTURAL ISSUES. ADDITIONALLY, RIPRAP SHOULD BE PLACED BENEATH THE ROOFLINE TO MINIMIZE SOIL EROSION AND MAINTAIN GROUND STABILITY.



REVISED DATES:

12/29/2025 T.O.F.

GRADING AND DRAINAGE PLAN

TERRA DYNAMIC
ENGINEERING, LLC

3241 East Shea Blvd, Suite 1 - #455
Phoenix, Arizona 85028
(602) 482-1603
robert@terradynamic.us



SUBMITTAL DATE
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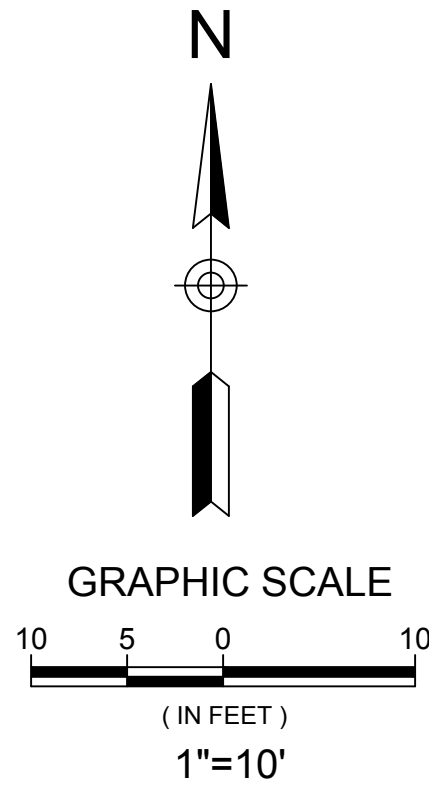
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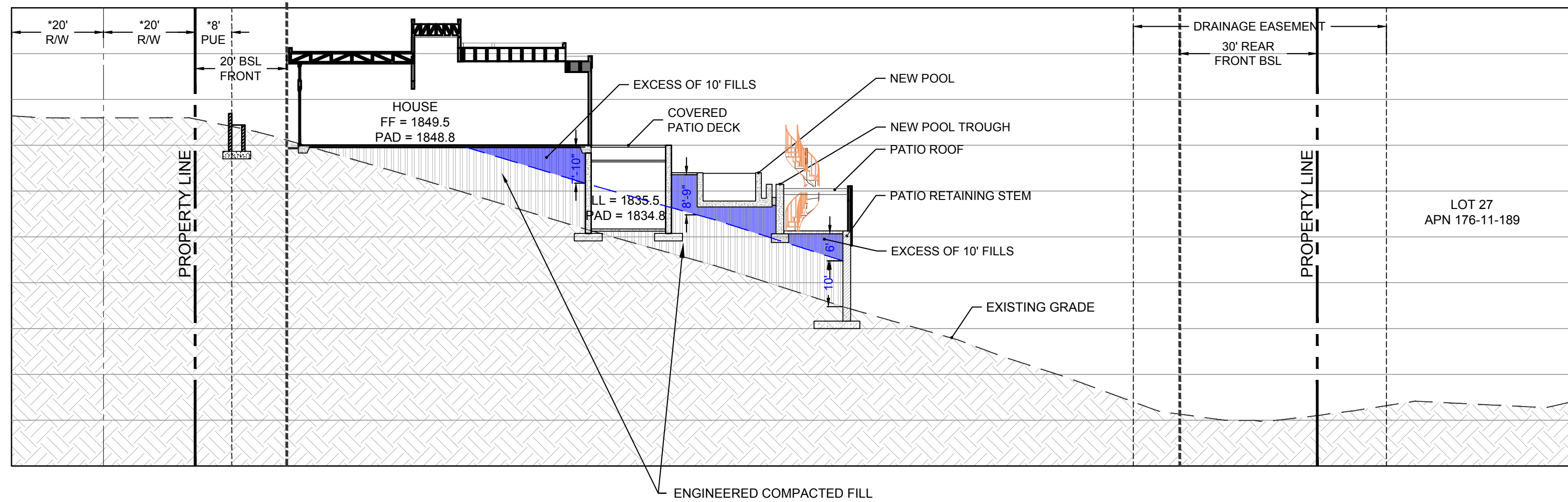


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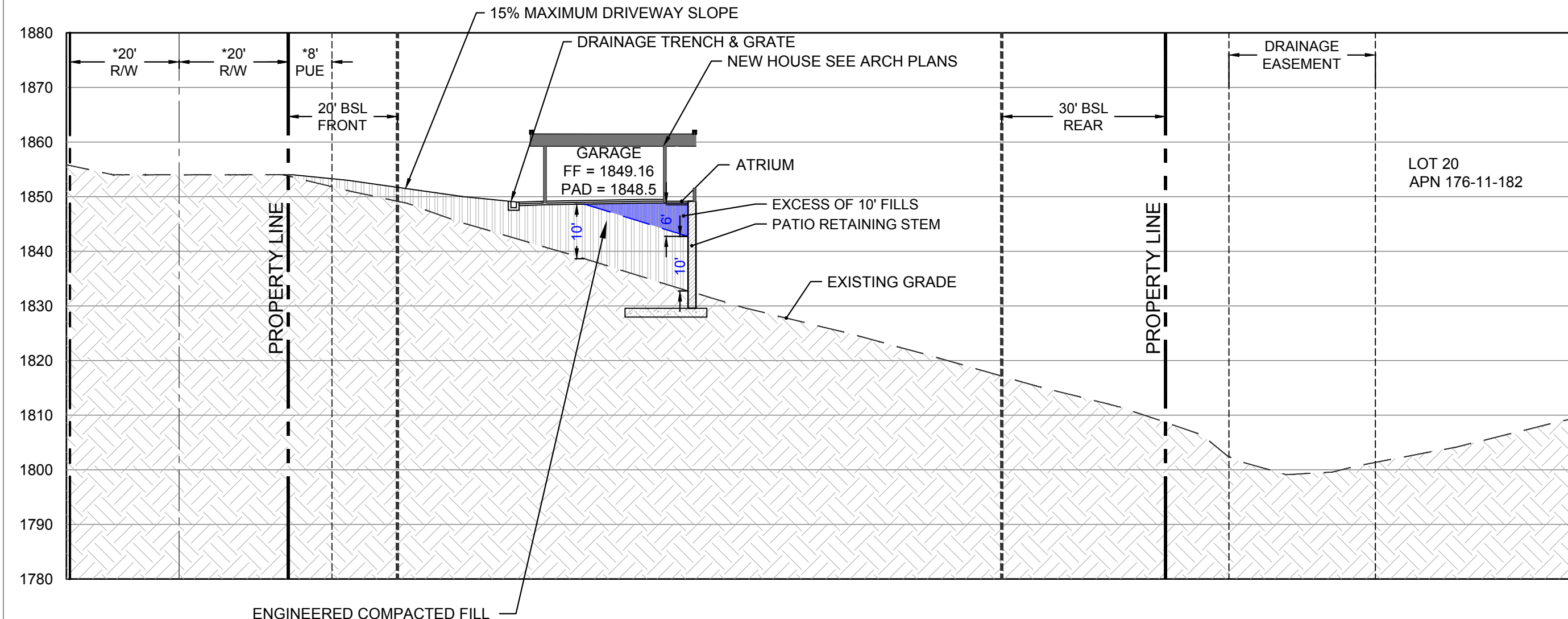
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FOUR PEAKS WAY

NEW HOUSE SEE ARCH PLANS

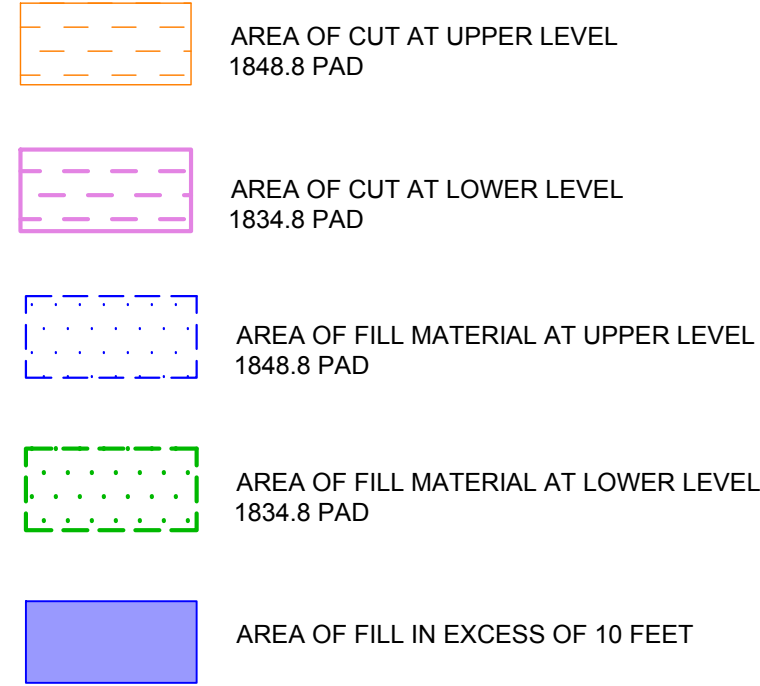


SCALE
1"=20'



SCALE
1"=20'

CUT/FILL ANALYSIS



4

SUBMITTAL DATE
AUGUST 21, 2025

JOB NUMBER:
25-002

CHECKED BY:
--

DRAWN BY:
RO

SCALE:
SEE DETAIL

SHEET NUMBER:

C-6

6/6

CUT FILL ANALYSIS

PROJECT:
LOT 21 FIREROCK PARCEL J2
9619 NORTH FOUR PEAKS WAY
FOUNTAIN HILLS, ARIZONA 85268



REVISED DATES:
12/29/2025 T.O.F.

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Cut/Fill Waiver: 9619 N. Four Peaks Way

Farhad Tavassoli, AICP, CFM

Senior Planner

January 20, 2026

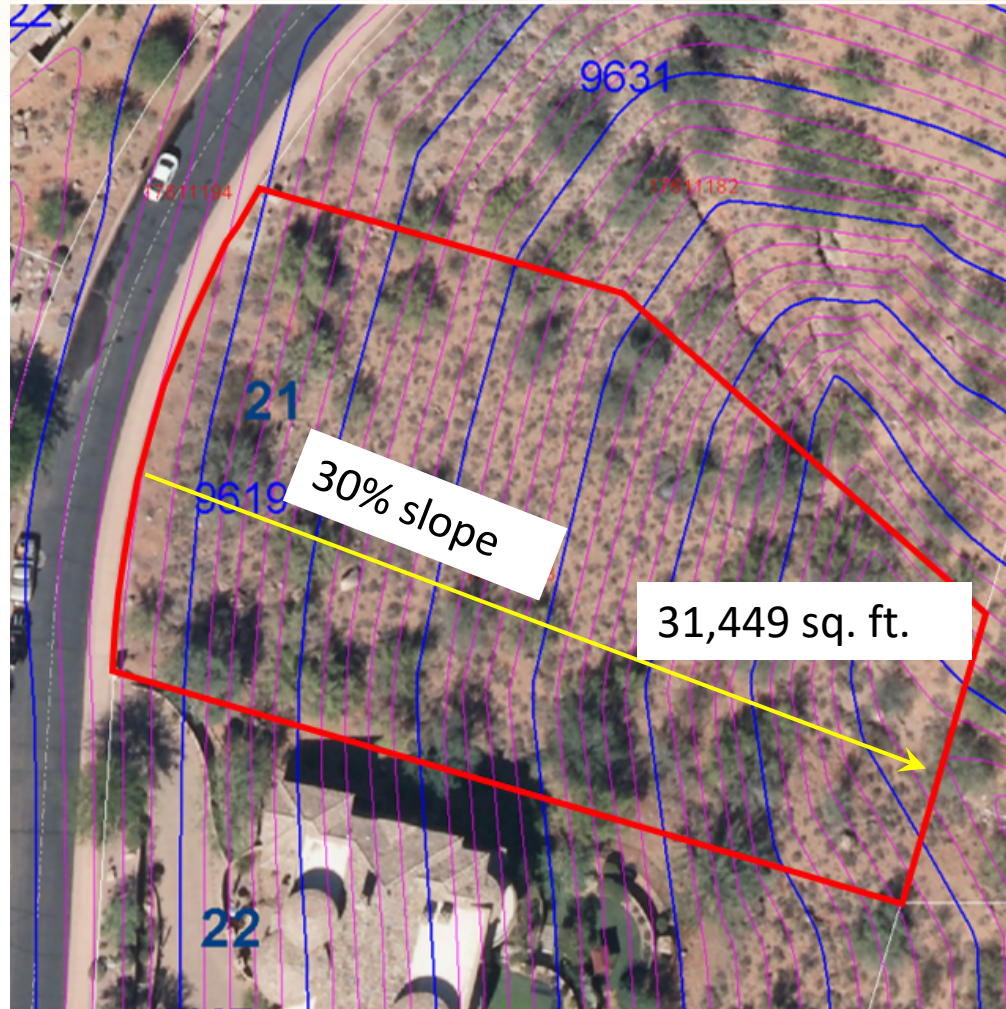
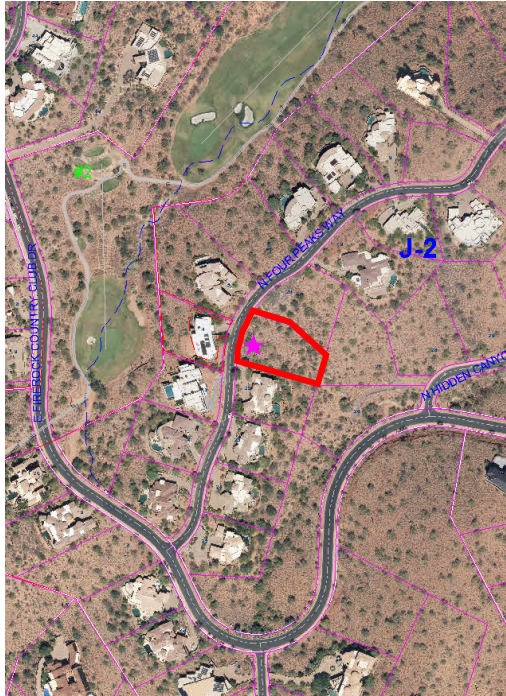


**FOUNTAIN
HILLS**

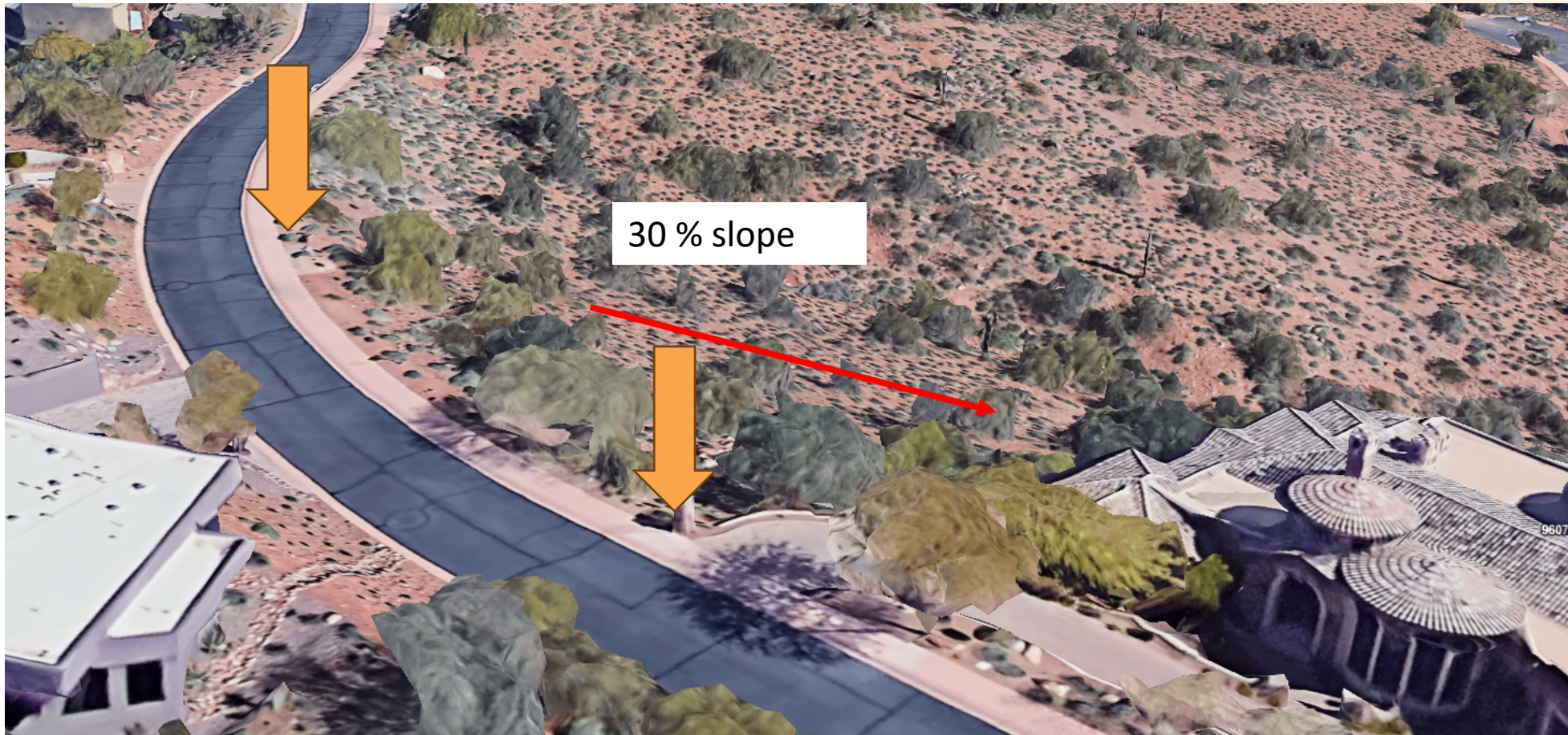
Subdivision Ordinance, Article 5, Section 5.03.D

“...the total combined height of any fill or the depth of any cut area as a result of subdivision improvement grading and/or any subsequent grading, including but not limited to grading approved as a part of building permit approval, shall not total more than ten feet, as measured from natural grade, unless otherwise provided in this Article. These limitations on cut and fill apply to all zoning districts.”

Subject Property: 9619 N. Four Peaks Way

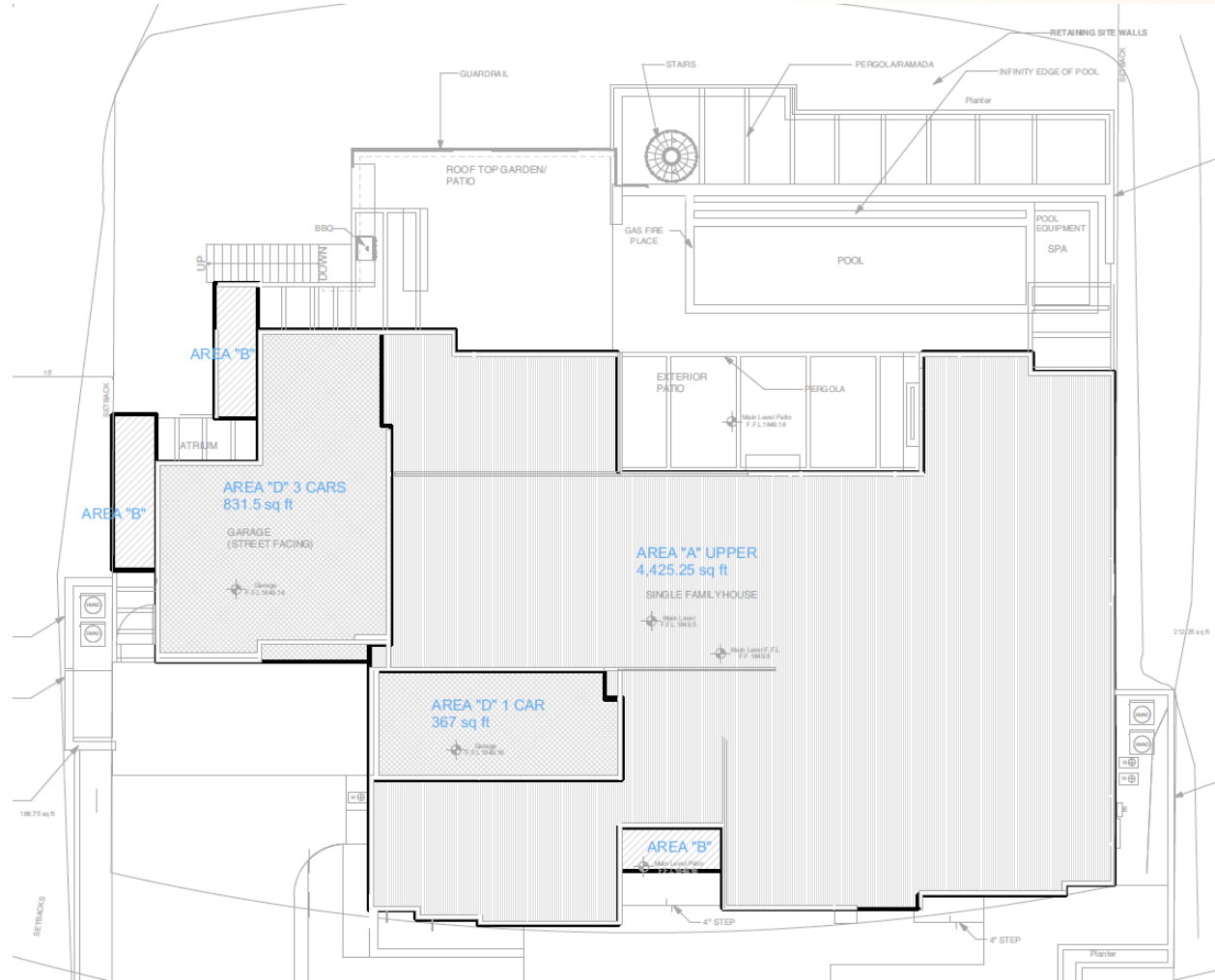


Subject Property: 9619 N. Four Peaks Way



Cut/Fill Analysis





Recommendation

- Approval
- No viewsheds blocked by fill area
- Creative architectural design applied to avoid tall, blank retaining walls.

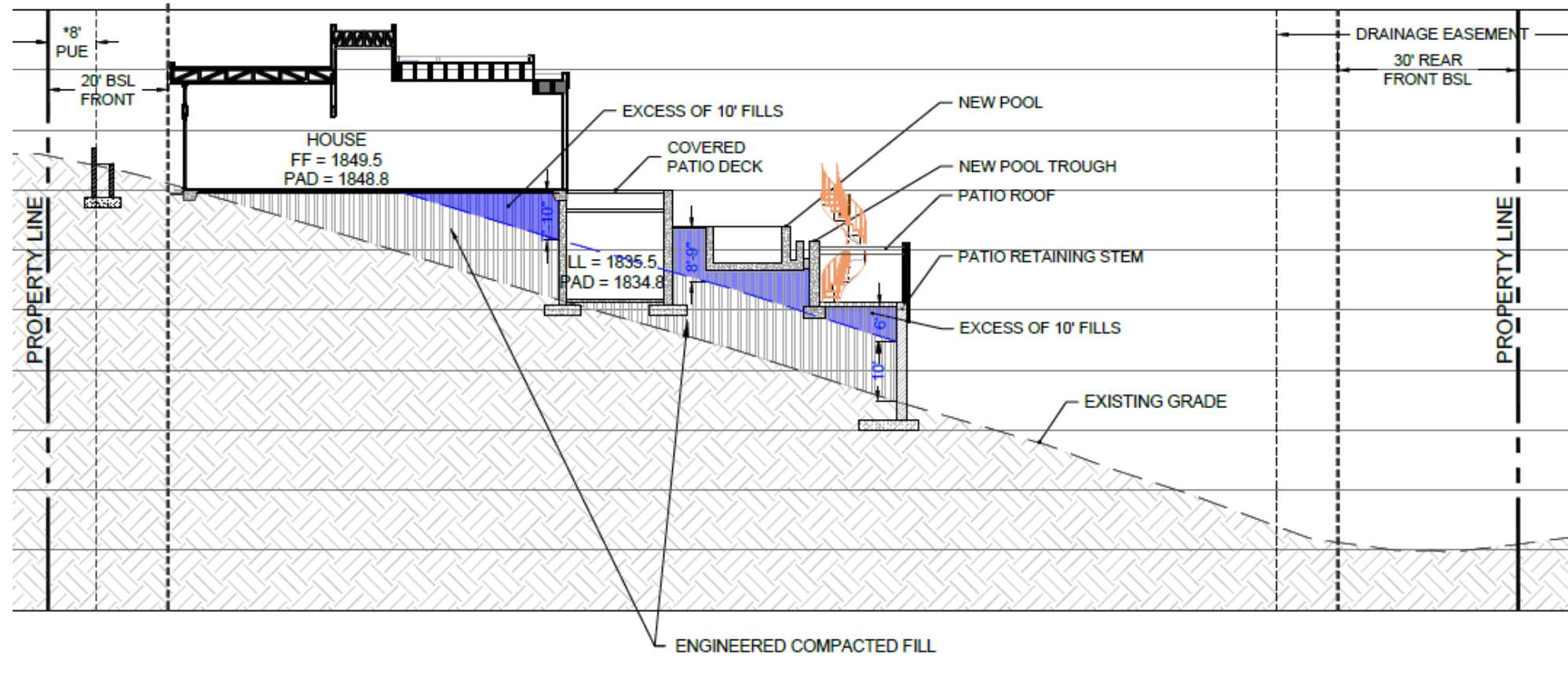


Questions & Discussion



**FOUNTAIN
HILLS**







TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services
Prepared by: John Wesley, Development Services Director
Staff Contact Information: Phone: 480-816-5138
Email: jwesley@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

PUBLIC HEARING, with CONSIDERATION AND POSSIBLE ACTION: Relating to a Special Use Permit to allow a patio cover in the front yard setback of the home at 17114 E. Fairway Court (SUP25-000004).

Staff Summary (background)

In June, 2024, the Town Council approved an amendment to Section 5.06 D of the Zoning Ordinance to allow for patio covers to encroach into the front yard setback up to 15' or 1/2 of the required setback, whichever is less. Before reviewing and approving a building permit for these encroachments into the front yard setback, however, the property owner must first receive approval of a Special Use Permit (SUP).

The owner at 17114 E. Fairway Ct. has applied for the SUP to allow the construction of a patio cover in the front yard of this property.

Zoning Ordinance Section 2.02 F. 1. d. sets forth the review criteria for consideration of a SUP. It states:

In order to recommend approval of any use permit, the findings of the Commission must be that the establishment, maintenance, or operation of the use or building applied for will not be detrimental to the public health, safety, peace, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, nor shall it be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the Town.

Building setbacks are required in order to improve visibility along streets and maintain a degree of openness. Encroachments of buildings into a setback can change the nature and appearance of the roadway and adjacent neighborhood.

Through the ordinance change listed above, the Council has allowed for this type of encroachment to be considered and approved if it is found to meet the established criteria.

Section 5.06 D established basic criteria for the construction of street side patio covers that encroach into the setback. These criteria and the review of the proposed structure are:

- May not extend into more than half the required setback. In this case, the required setback is 20'; therefore, a patio cover can extend up to 10' into the

setback. The proposed structure complies by encroaching no more 10' into the setback.

- The height as approved by the Council, but no more than 12' tall. This proposed structure is 12' tall.
- The columns and support structures are no more than 20% of the area of any side. As currently designed, the area of the patio cover facing the street has an area of 495 sq. ft. which results in a maximum area of the support structures of 99 sq. ft. The area of the support structures is 106 sq. ft.. Therefore, they will need to be adjusted slightly in the construction plans to meet ordinance requirements.
- The patio cover is not being enclosed and will not be used for a garage or storage.

The property owner implemented a citizen participation plan by texting the proposal to each of the neighbors. They each responded that they support the application.

Staff has not identified any detrimental aspects of the proposed SUP to allow this encroachment into the setback area.

Related Ordinance, Policy or Guiding Principle

Zoning Ordinance Section 2.02, Special Use Permits

Zoning Ordinance Section 5.06 D. 4.

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

The Planning and Zoning Commission held a public hearing on the request on December 8, 2025. There were no comments or questions from the public regarding this request. Given the minor deviation from the code requirement for the patio cover to be at least 80% open, the Commission included in its motion that staff be given flexibility in applying the ordinance requirement.

Staff Recommendation(s)

Staff recommends approval as recommended by the P&Z Commission.

Suggested Motion

MOVE TO approve SUP25-000004, subject to staff working with the applicant on meeting the ordinance requirement for minimum open area of the patio cover.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

- | | |
|----|---|
| 1. | Fairway Ct. Case Details Map |
| 2. | Plans Schlum Patio Cover 17114 E Fairway Ct |
| 3. | Citizen Participation Report |

Special Use Permit Vicinity Map



Case Details

CASE:

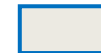
SUP25-000004

SITE / ADDRESS:

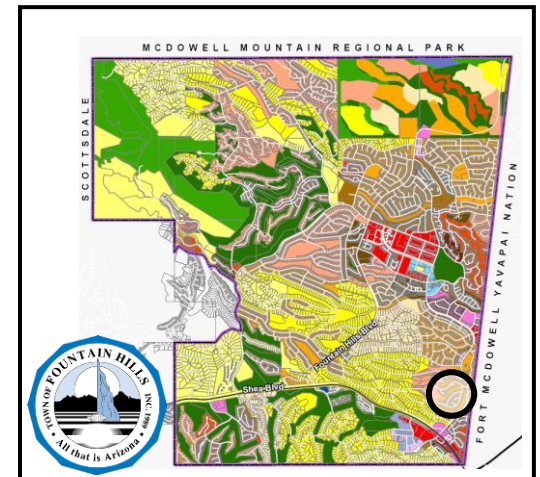
17114 E. Fairway Ct.

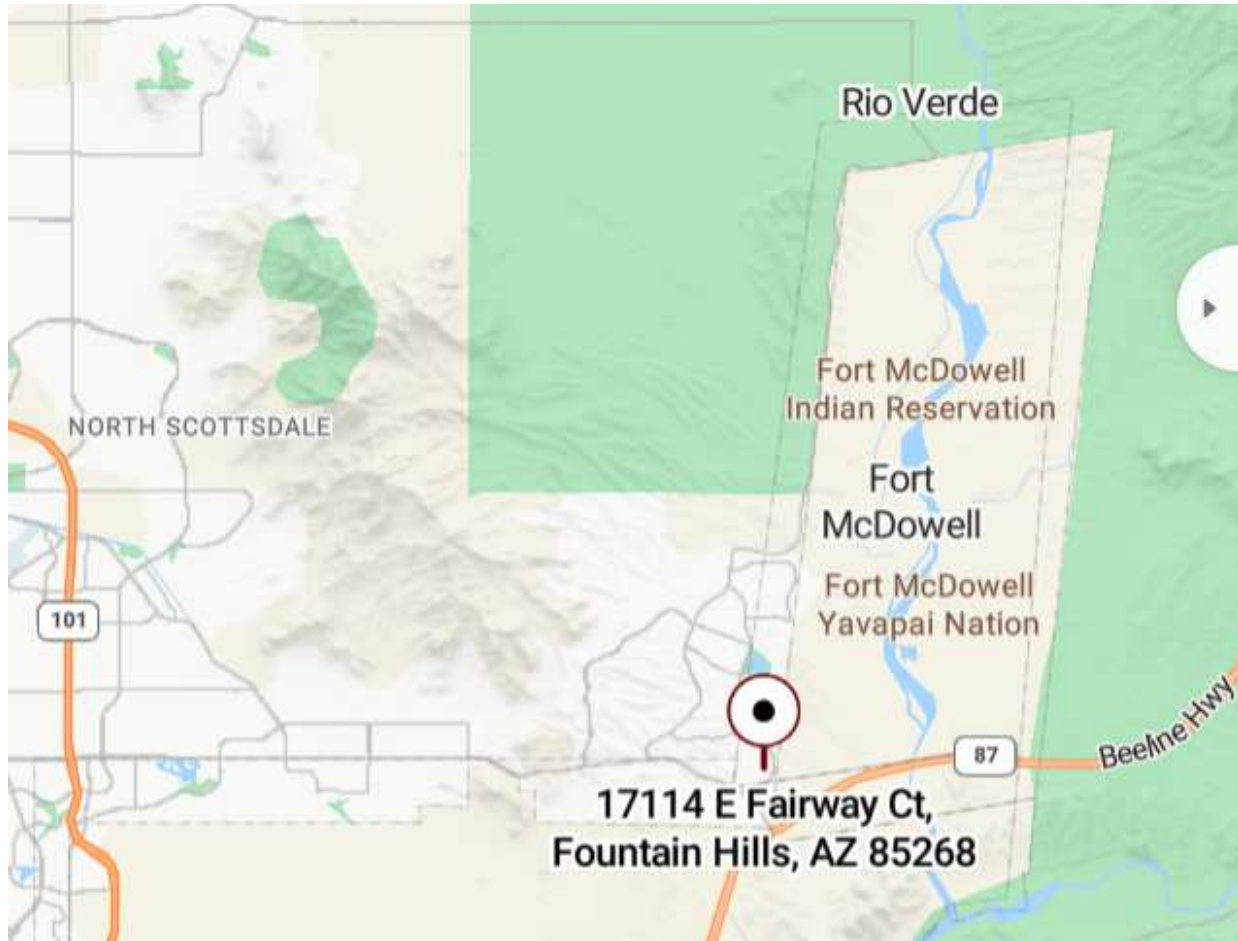
REQUEST:

To encroach up to 10' into the front yard setback for a patio cover

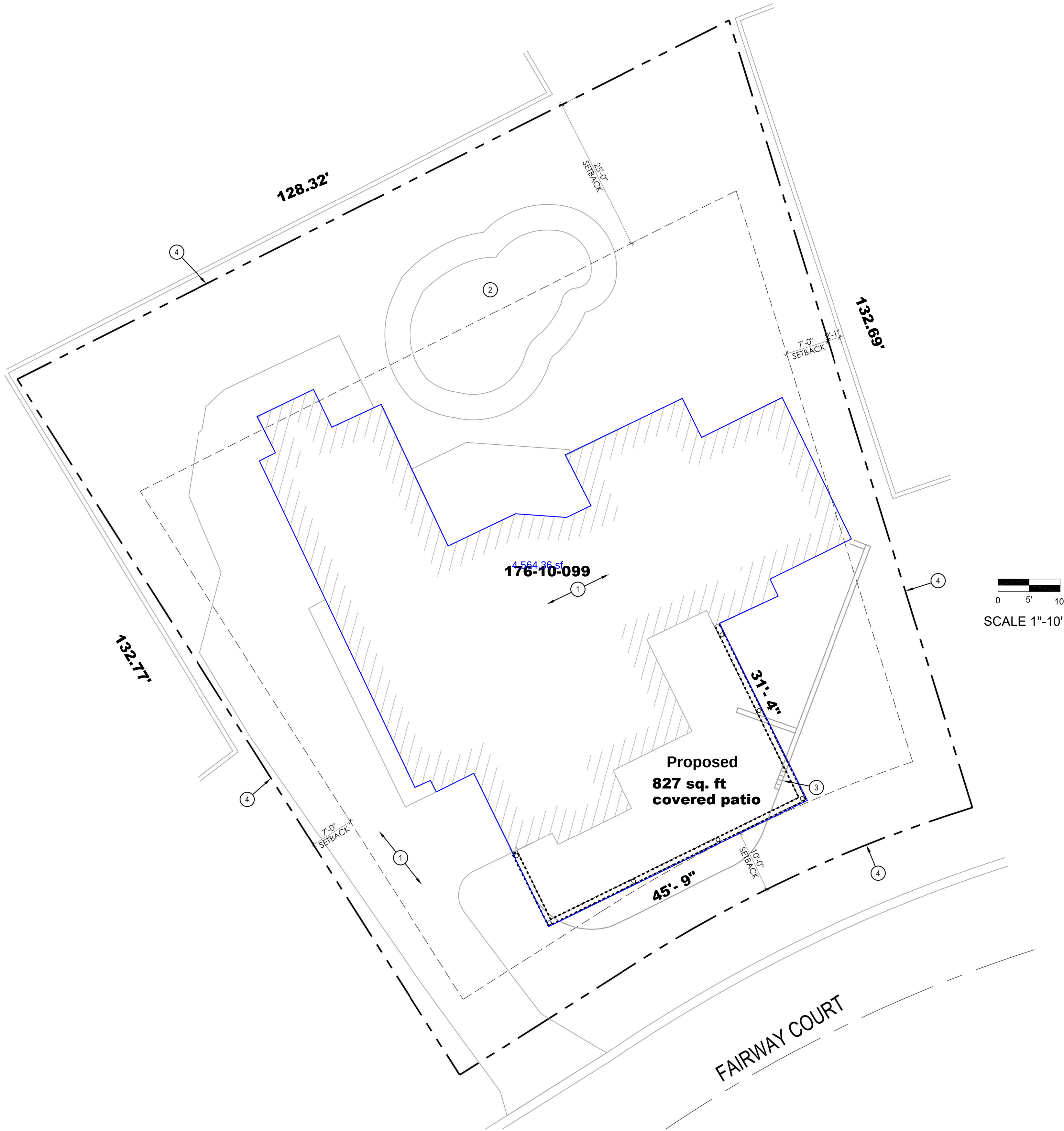


Site Location





VICINITY MAP



1 EXISTING SITE PLAN
SCALE: 1" = 10'-0"

LAYOUT PAGE TABLE	
SHEET	TITLE
SITE	SP
A-1	FOUNDATION
A-2	FLOOR PLAN
A-3	ROOF
A-4	ROOF DRAIN
A-5	SECTIONS
A-6	ELEVATIONS
E-1	ELECTIRCAL
E-2	LIGHTING

Project Directory

OWNER:
SCHLUM JAY T/DENISE M.
17114 E FAIRWAY CT,
FOUNTAIN HILLS, AZ, 85268

PARCEL # 176-10-099
ZONING - R1-10
LOT - 14,309 SQ. FT.
LIVING -2,909 sq.ft.
GARAGE - 550 sq.ft.
COVERED PATIO - 970 sq.ft.
TOTAL UNDER ROOF = 3,459 SQ. FT

Governing Building Codes

- o 2018 International Building Code (IBC)
- o 2017 National Electrical Code (NEC)
- o 2018 International Energy Conservation Code (IECC)
- o 2018 International Fire Code (IFC)
- o 2018 International Fuel Gas Code (IFGC)
- o 2018 International Mechanical Code (IMC)
- o 2018 International Plumbing Code (IPC)
- o 2018 International Residential Code (IRC) with appendix G

Energy Note:

2018 IRC - New and/or remodeled building envelope areas shall comply with the following: Fenestration = 0.40 max U-Factor, 0.25 max SHGC. Min, R-19 @ frame walls & floors, R-4/6 @ Mass wall, R-38 @ ceilings. Duct insulation located outside the building envelope requires minimum R-8 and R-5 when located in floor joists. Minimize air leakage per R402.4.

DRAWCO
DRAFTING AND DESIGN
LEO BRITTON 480.837.2067

SCHLUM
17114 E FAIRWAY COURT
FOUNTAIN HILLS AZ, 85268

REVISED 9/29/2025

DATE: 9/16/25

DRAWN BY: LJB

SCALE:

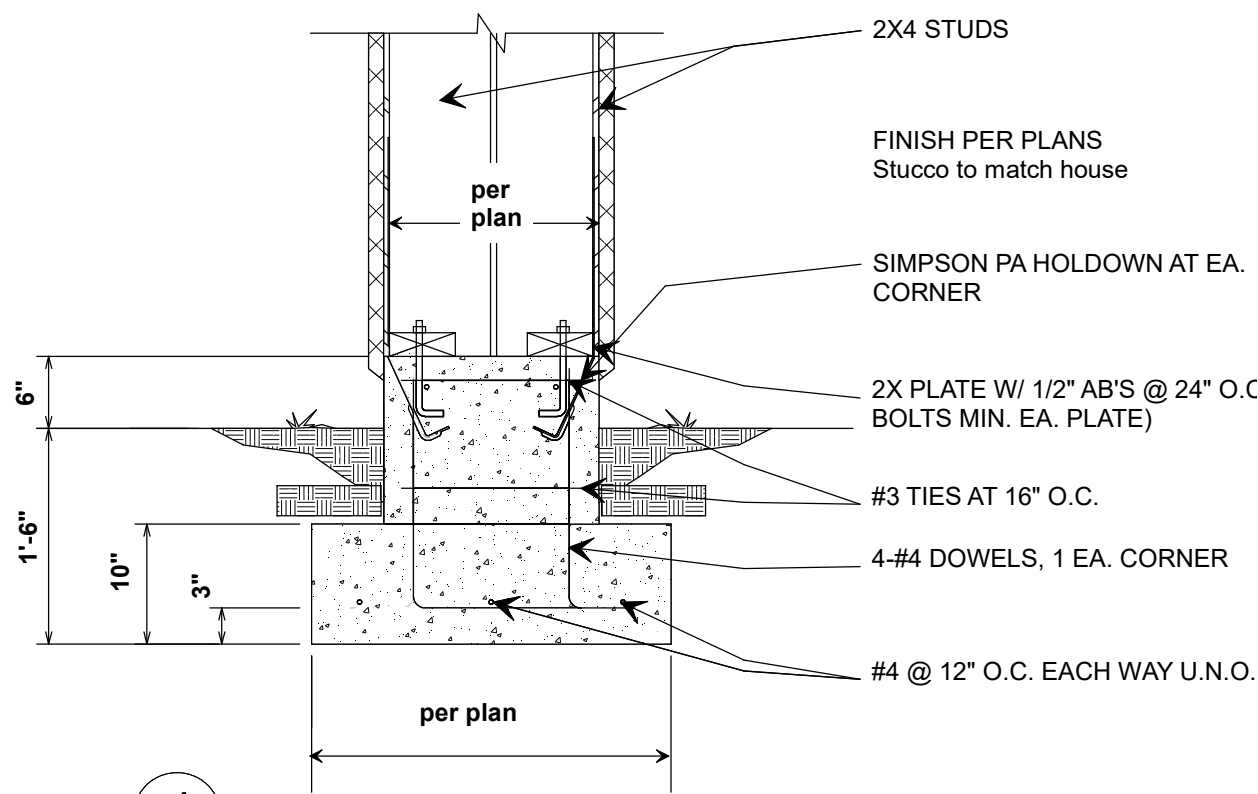
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SP

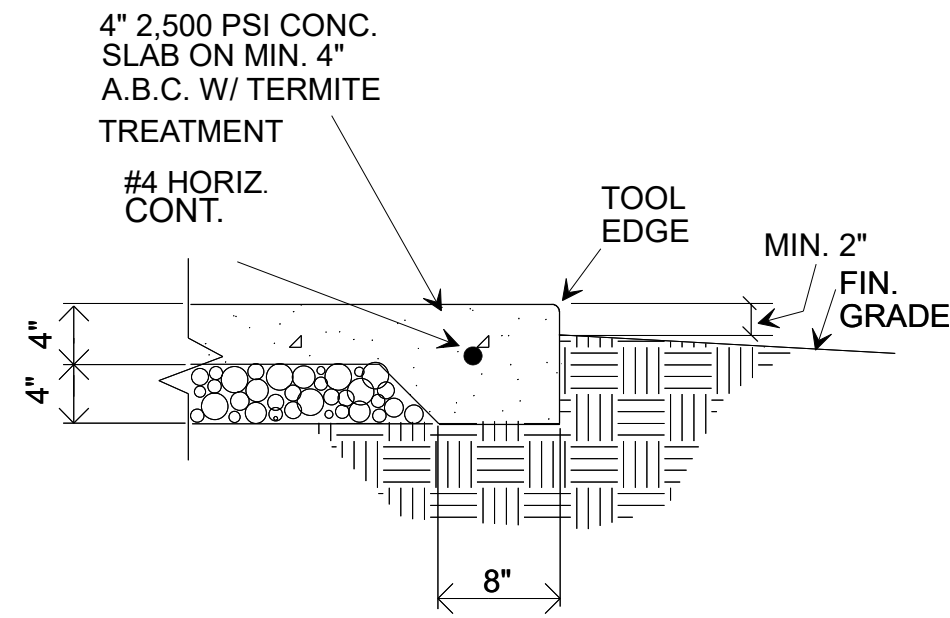
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SITE

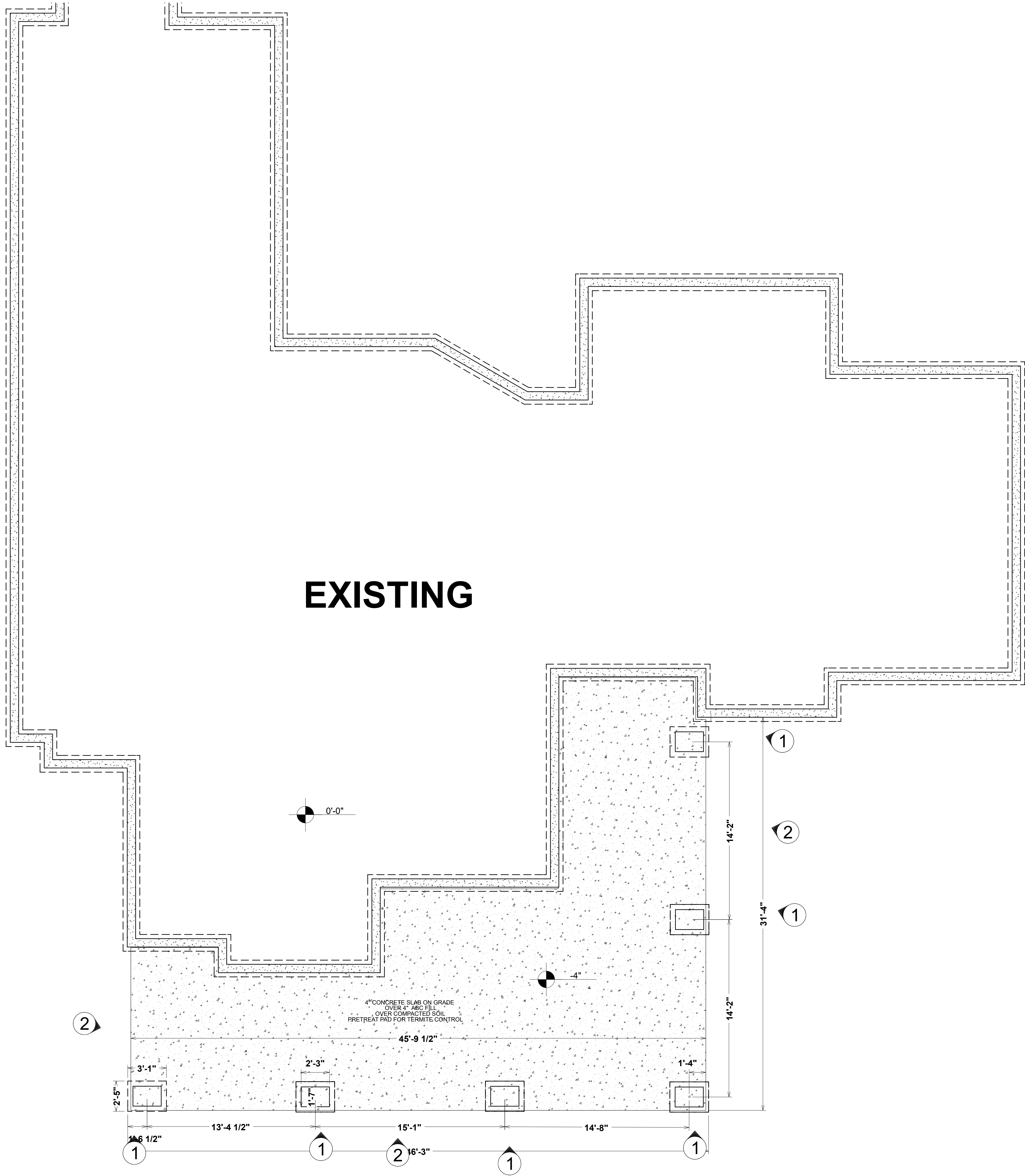
drawco6@hotmail.com



1 Framed Pier Footing



2 TYP. EXT. TURN-D'N.



LAYOUT PAGE TABLE	
SHEET	TITLE
SITE	SP
A-1	FOUNDATION
A-2	FLOOR PLAN
A-3	ROOF
A-4	ROOF DRAIN
A-5	SECTIONS
A-6	ELEVATIONS
E-1	ELECTIRCAL
E-2	LIGHTING

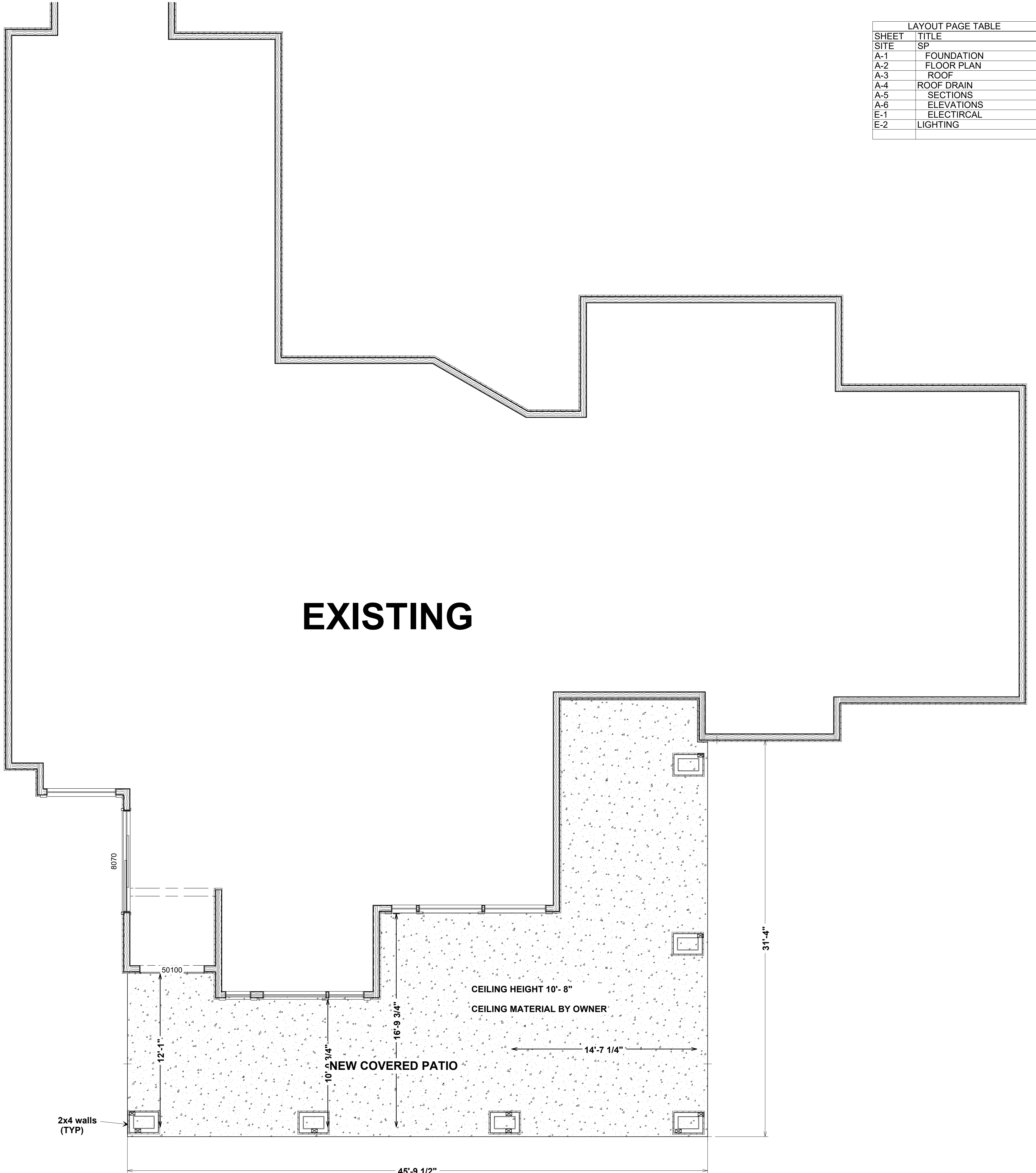
SCHLUM
17114 E FAIRWAY COURT
FOUNTAIN HILLS AZ, 85268

REVISED 9/29/2025
DATE: 9/16/25
DRAWN BY: LJB
SCALE: 1/4" = 1'
TITLE: Foundation

SHEET:
A-1

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DRAFTING AND DESIGN
LEO BRITTON 480.837.2067

drawco6@hotmail.com



LAYOUT PAGE TABLE	
SHEET	TITLE
SITE	SP
A-1	FOUNDATION
A-2	FLOOR PLAN
A-3	ROOF
A-4	ROOF DRAIN
A-5	SECTIONS
A-6	ELEVATIONS
E-1	ELECTIRCAL
E-2	LIGHTING

DRAWCO

DRAFTING AND DESIGN

LEO BRETTON

480.837.2067

SCHLUM
17114 E FAIRWAY COURT
FOUNTAIN HILLS AZ, 85268

REVISED	9/29/2025
DATE:	9/16/25
DRAWN BY:	LJB
SCALE:	1/4" = 1'
TITLE:	Floor Plan
SHEET:	

A-2

drawco6@hotmail.com

DRAWGO
DRAFTING AND DESIGN
LEO BRETON
480.837.2057

1 NAIL ON LEDGER



DRAWED
DRAFTING AND DESIGN
LEO BREYTON 450.837.2057

ZURN RD2130 COMBINATION ROOF DRAIN AND OVERFLOW SPECIFICATION SHEET
TAG _____

Technical drawing of a two-hole sink. The drawing includes a perspective view on the left and a top-down view on the right. The top-down view shows two circular holes with a diameter of $\varnothing 88$ [206]. The distance between the centers of the holes is 182 [470]. The overall width of the sink is 252 [64]. The depth of the sink is 52 [140]. The distance from the center of a hole to the front edge is 86 [225]. The distance from the center of a hole to the side edge is 86 [225]. The distance from the center of a hole to the back edge is 101 [254]. The distance from the center of a hole to the side edge is 86 [225]. The distance from the center of a hole to the back edge is 101 [254]. The distance from the center of a hole to the side edge is 86 [225]. The distance from the center of a hole to the back edge is 101 [254].

RD2130 Combination Roof Drain and Overflow
Constructed of a Dura-Coated cast iron body. Standard to the roof drain is a cast iron clamp device with an integral gravel guard, roof sump receiver, and cast iron dome strainer.

Typical Installation

CAST IRON CLAMP W/ INTEGRAL GRAVEL GUARD

WATERPROOF MEMBRANE

ROOF DECK

CAST IRON BODY

CAST IRON DOME

CAST IRON CLAMP DEVICE

OVERFLOW

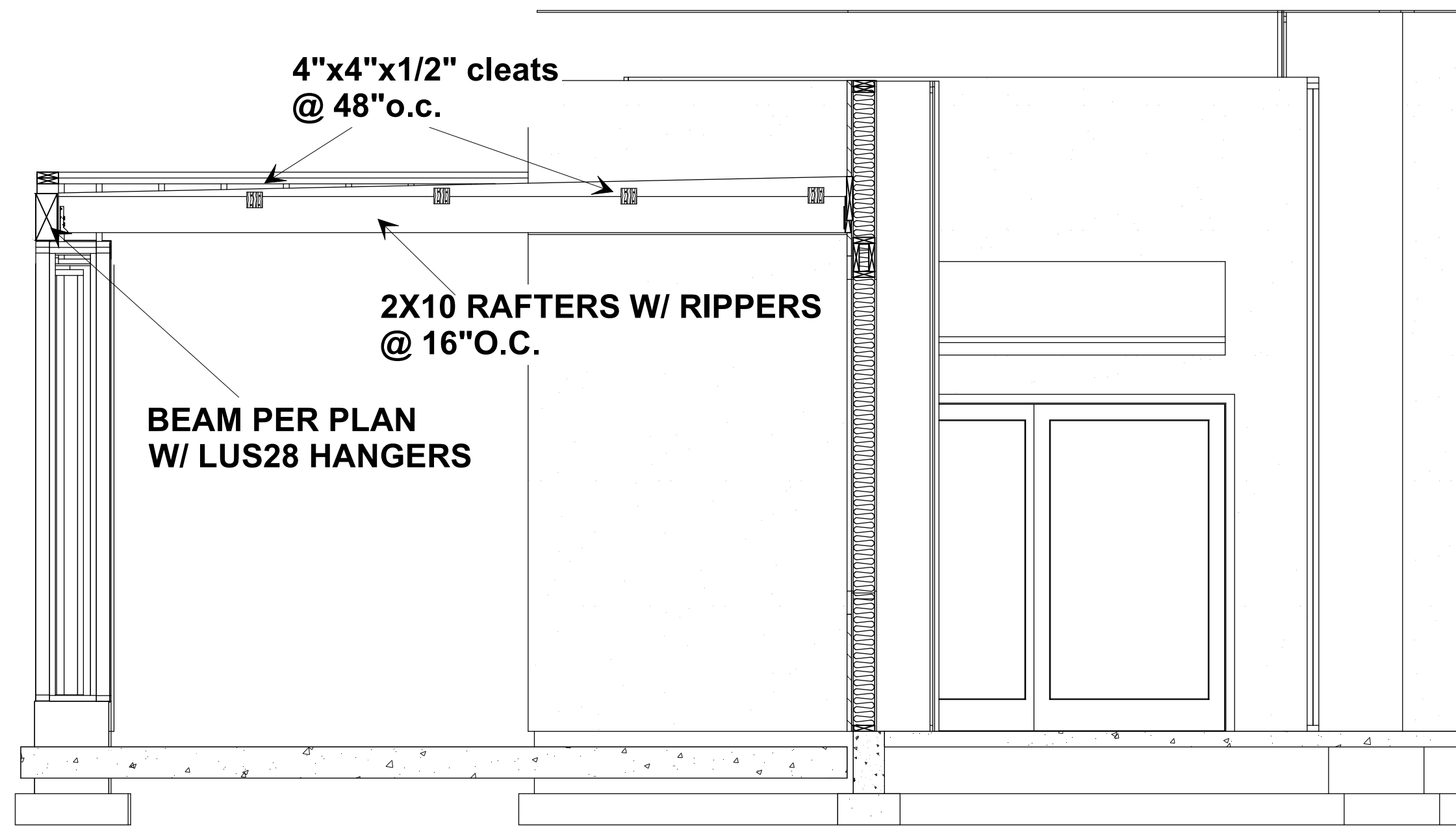
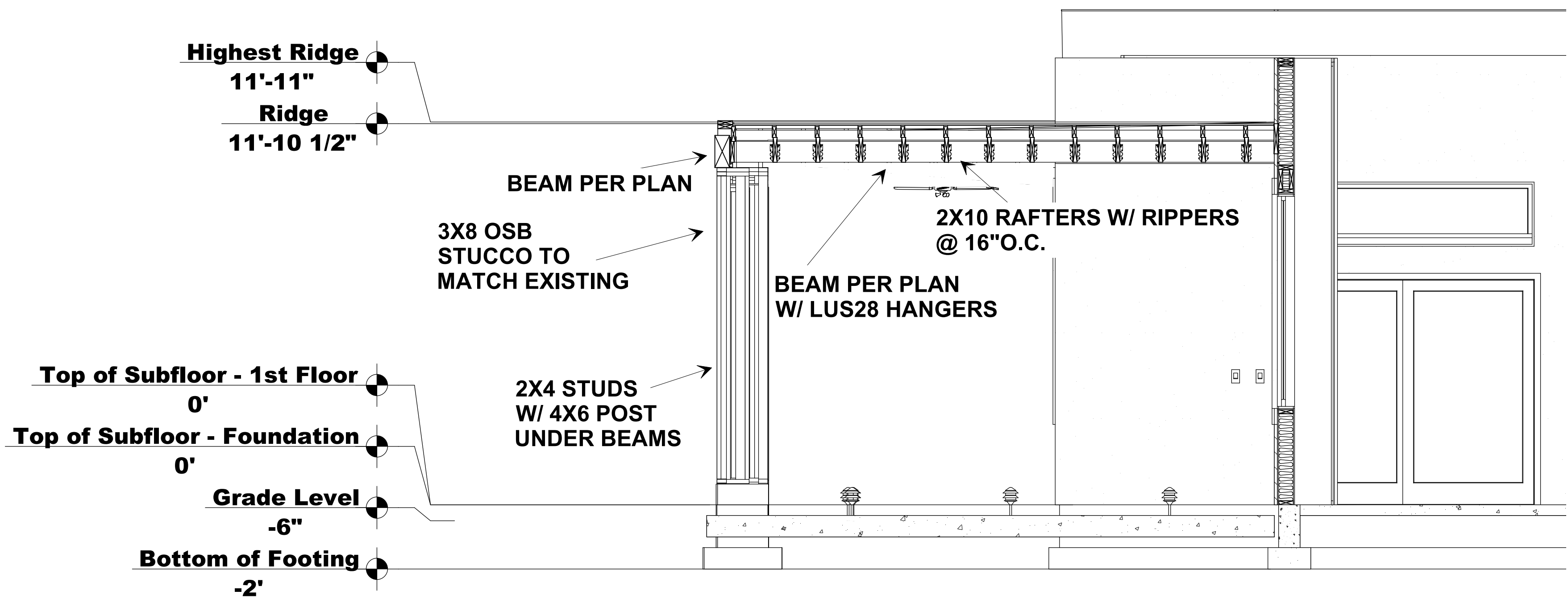
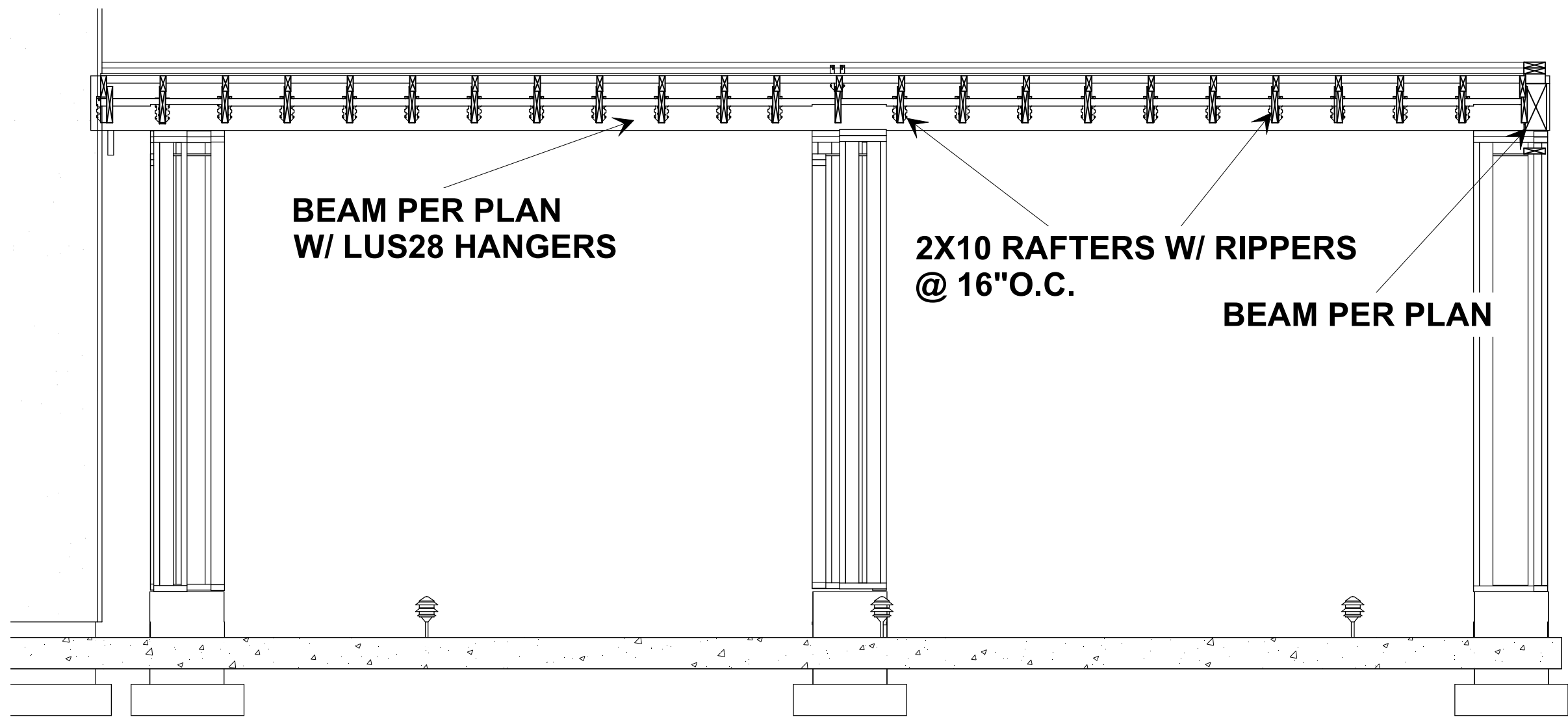
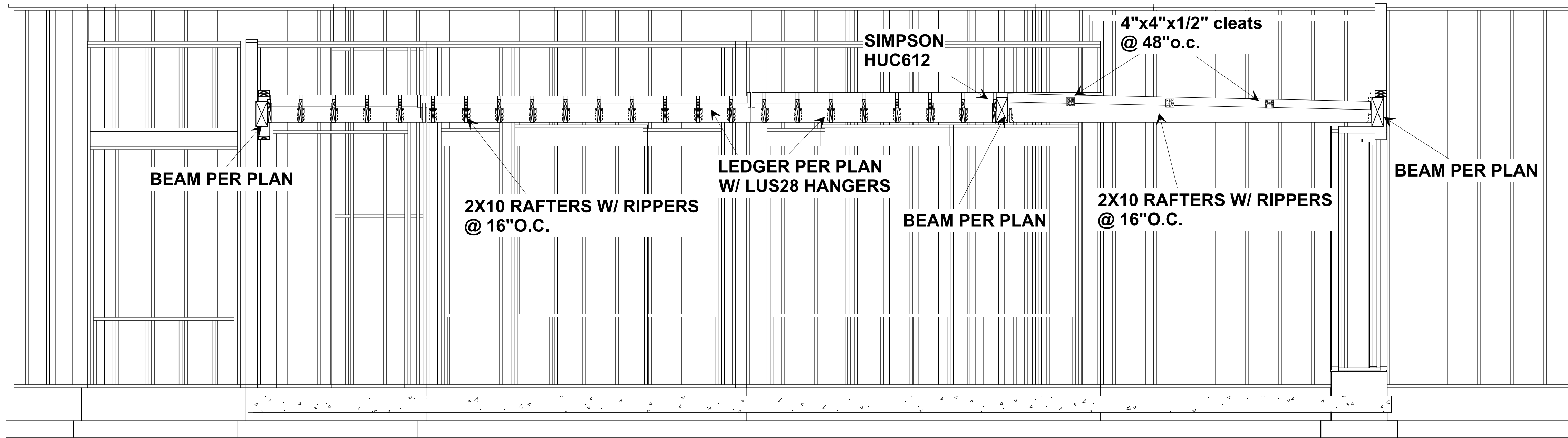
OPTIONAL UNDERDECK CLAMP (-C)

The diagram illustrates the layout of a cricket pitch. At the top, a rectangular area represents the square, divided into three numbered regions: 1 (top), 2 (bottom right), and 3 (bottom left). A diagonal line separates regions 1 and 2. A label points to this diagonal line: "TYP. 4'x8'x1/2\" PLYWD." (Typical 4 feet by 8 feet by 1/2 inch Plywood). Below this, a larger diagram shows the full pitch layout. The "SCUDDER OR END OF WALL" is at the top right. The "WALL" runs horizontally. The "CRICKET" area is at the bottom left. The "CUT" is at the bottom right. The "REVERSE SLOPE 1/4\" MIN." is indicated on the left side. The "TYP. SLOPE" is indicated on the right side. Dimensions include an 8' length for the cricket area and a 2' width for the cut area.

② TYP CRICKET



A-4



LAYOUT PAGE TABLE	
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SITE	SP
A-1	FOUNDATION
A-2	FLOOR PLAN
A-3	ROOF
A-4	ROOF DRAIN
A-5	SECTIONS
A-6	ELEVATIONS
E-1	ELECTIRCAL
E-2	LIGHTING

SCHLUM
17114 E FAIRWAY COURT
FOUNTAIN HILLS AZ, 85268

REVISED 9/29/2025

DATE: 9/16/25

DRAWN BY: LJB

SCALE:

TITLE:
Sections

SHEET:

A-5

LAYOUT PAGE TABLE	
SHEET	TITLE
SITE	SP
A-1	FOUNDATION
A-2	FLOOR PLAN
A-3	ROOF
A-4	ROOF DRAIN
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A-6	ELEVATIONS
E-1	ELECTIRCAL
E-2	LIGHTING

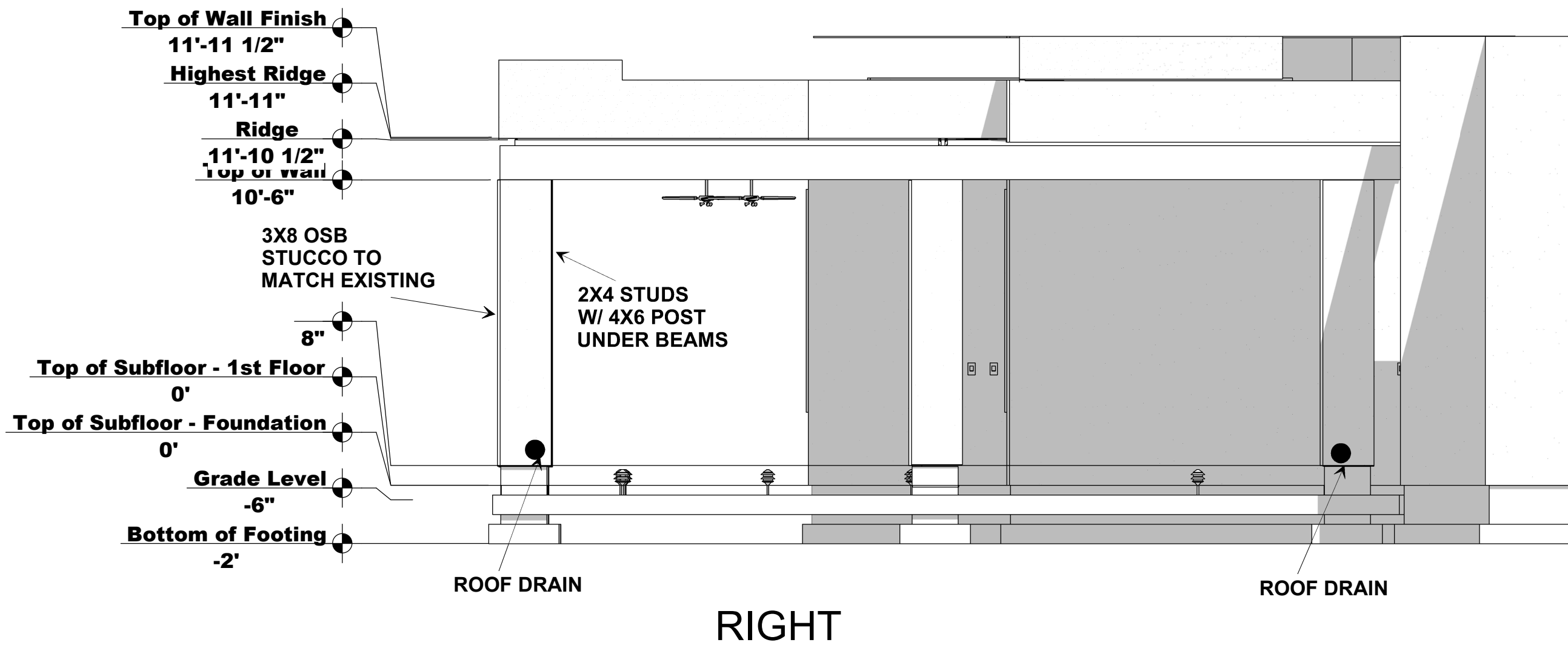
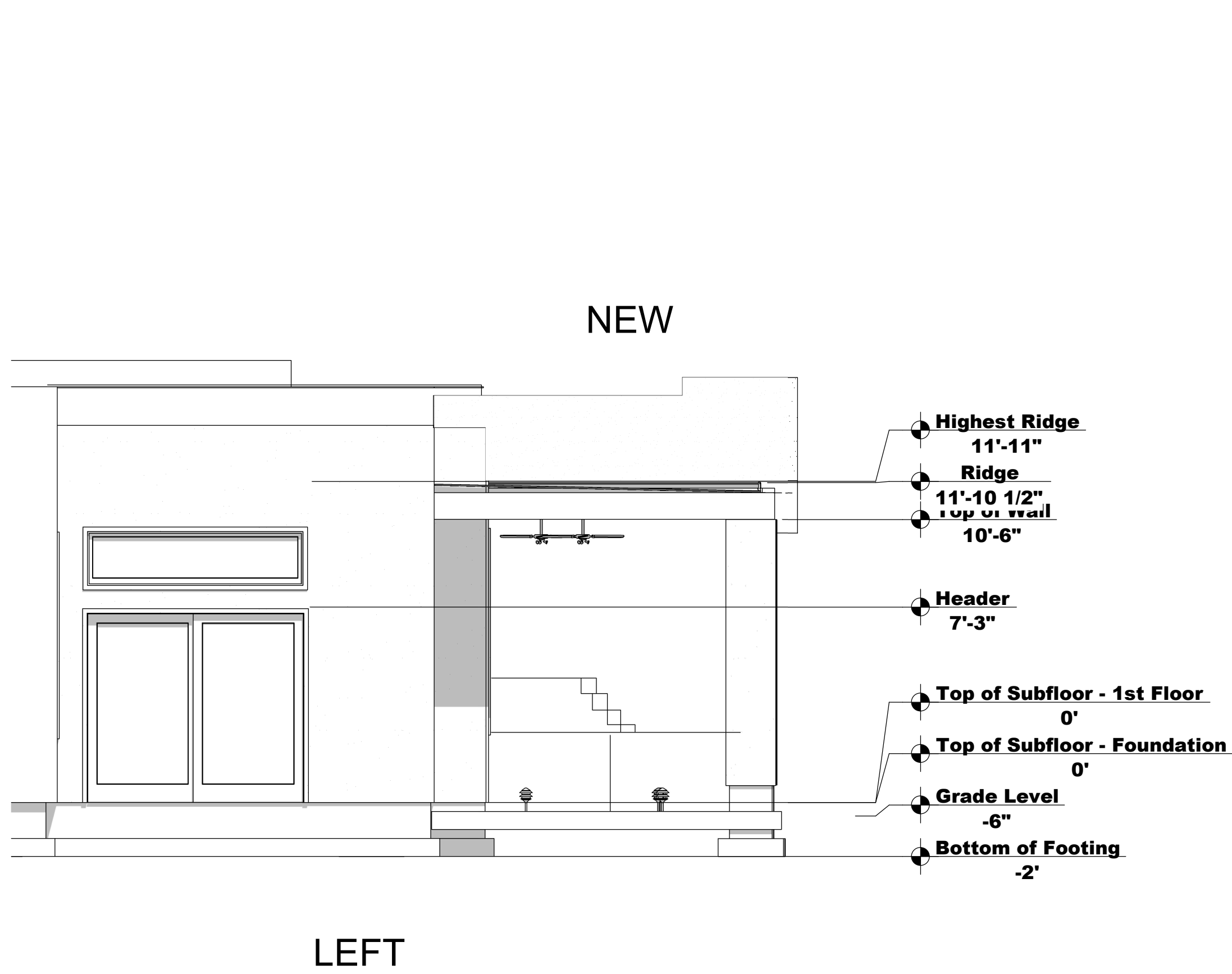
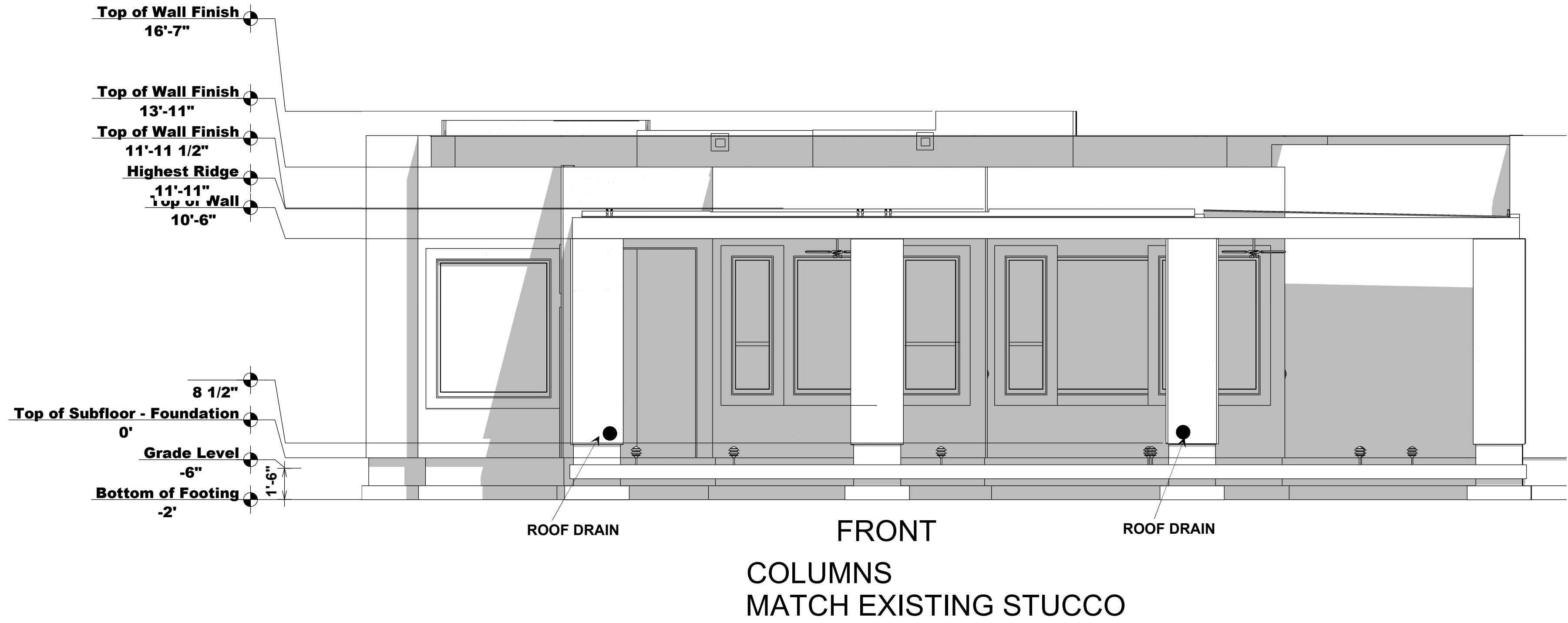
DRAWCO

DRAFTING AND DESIGN

LEO BRITTON

480.837.2067

drawco6@hotmail.com



SCHLUM
17114 E FAIRWAY COURT
FOUNTAIN HILLS AZ, 85268

REVISED 9/29/2025

DATE: 9/16/25

DRAWN BY: LJB

SCALE: 1/4" = 1'

TITLE:
Elevations

SHEET:

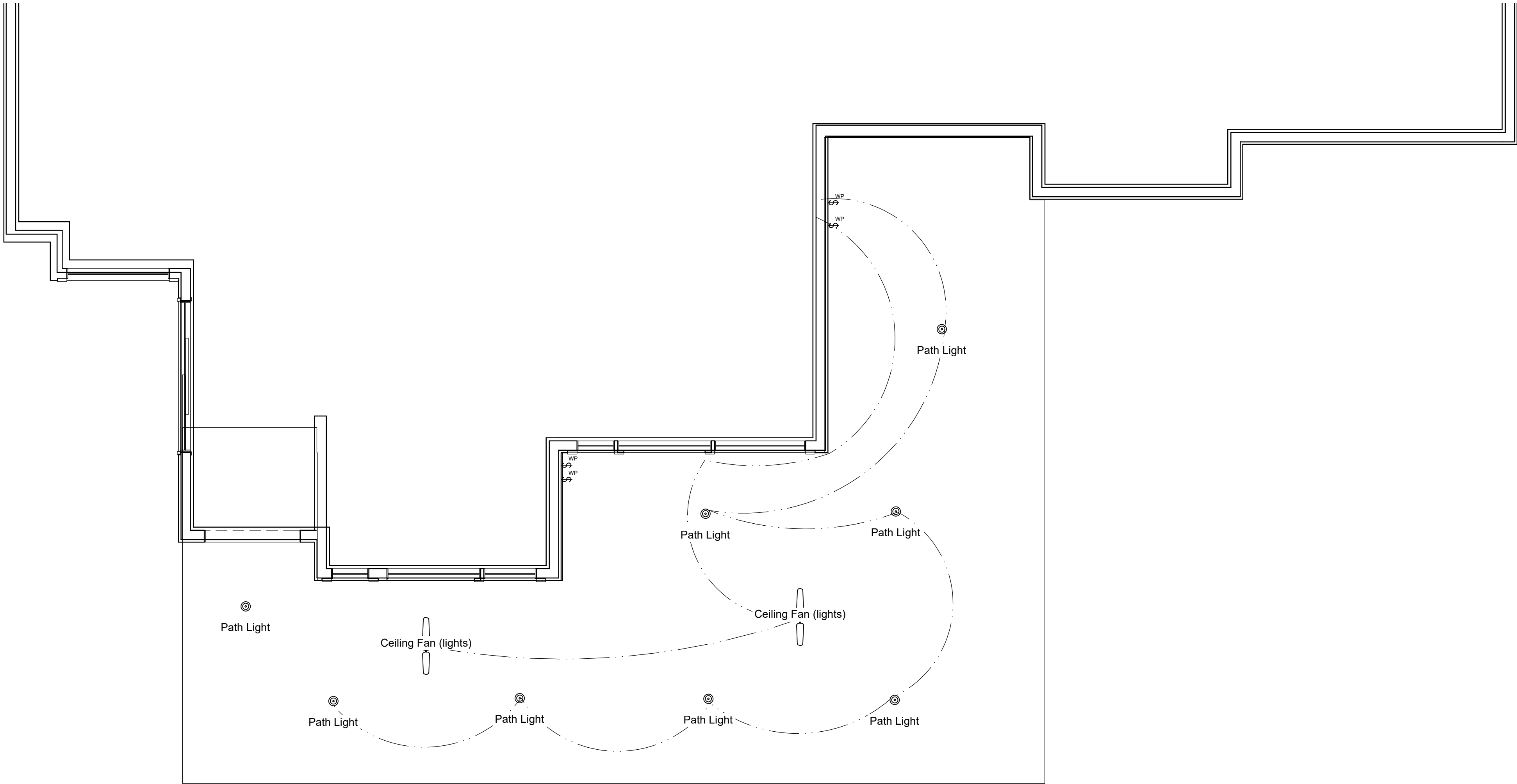
A-6

LAYOUT PAGE TABLE	
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A-6	ELEVATIONS
E-1	ELECTIRCAL
E-2	LIGHTING

Lighting cut sheets for outside fixtures and bulbs to verify Dark Sky compliance. No less than 90% of all fixtures will be high efficacy.

Note:
Branch circuits and outlets in the garage must be 20 amp rated.

2. Type of exterior lights;
3. Lumens:
a. 2250 lumens or greater must be fully shielded;
b. between 1125 and 2250 lumens must be at least partially shielded
c. lights without any shielding may have a max 1125 lumens output
4. Correlated Color Temperature (CCT, measured in Kelvin; lighting must be 3000K or less).
POOLS: Must provide a cut sheet for the bulb(s) that show they are 3000K or less. (Specifications and/or cuts sheets for lumens and shielding NOT required.)
Please remember that all new and replacement light fixtures and/or new or replacement bulbs must also comply with Chapter 8 - Outdoor Lighting Control of the Town of Fountain Hills Zoning Ordinance (which includes the above requirements).
Also please note that this may affect low-voltage landscape lighting

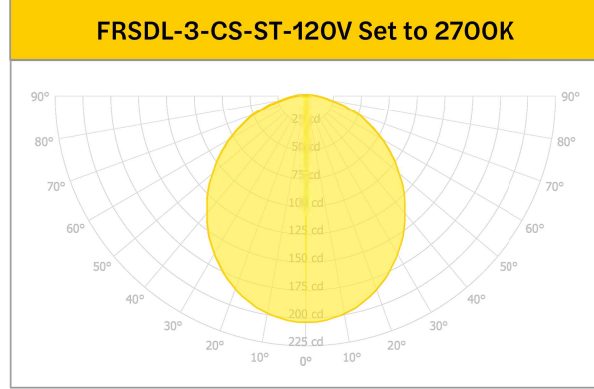
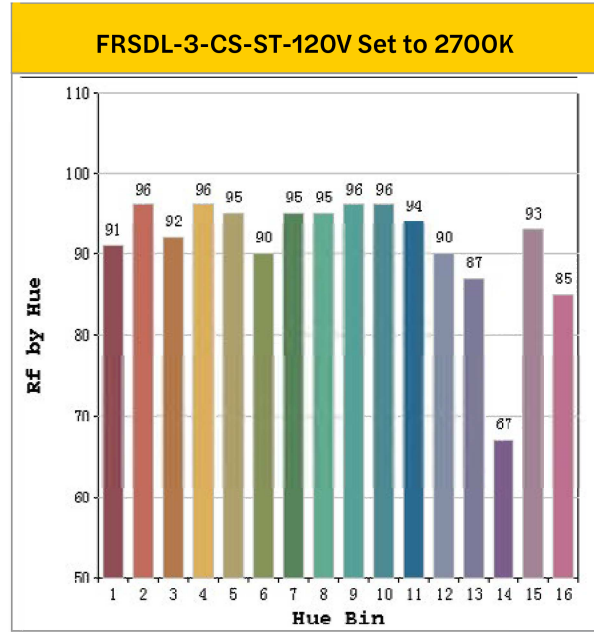




LED Luminaires

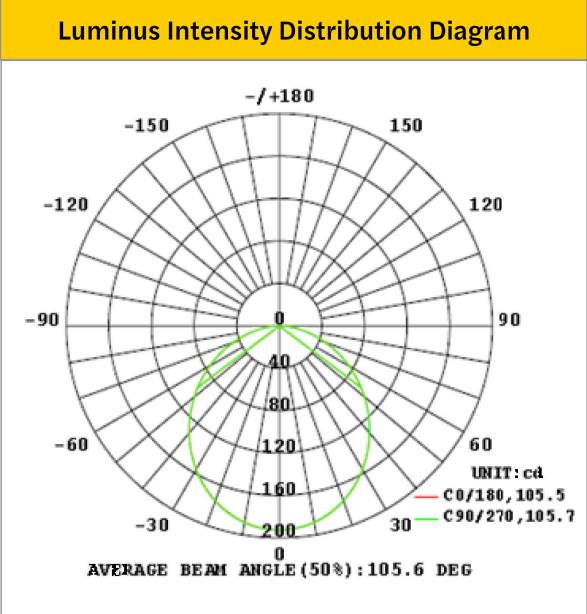
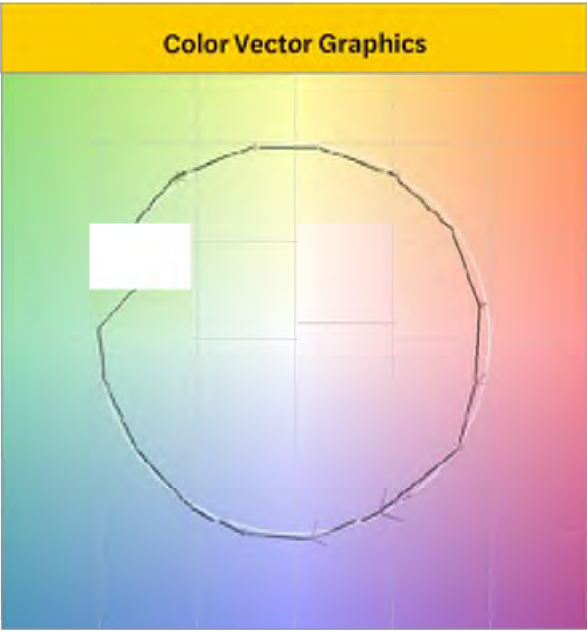
Fire Rated Slim Downlight Photometric Information

89200 FRSDL-3-CS-ST-120V



Zonal Lumen Summary		
Zone	Lumens	% Luminaire
0-30	146.6	28.6%
0-60	408.7	79.8%
0-90	512.3	100.0%

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:



Information	
RF	92
RG	101



LED Luminaires

Fire Rated Slim Downlight Performance Table

Product Code	Wattage	2700K		3000K		3500K		4000K		5000K	
		Lumen (lm)	Efficacy (lm/W)	Lumen (lm)	Efficacy (lm/W)	Lumen (lm)	Efficacy (lm/W)	Lumen (lm)	Efficacy (lm/W)	Lumen (lm)	Efficacy (lm/W)
FRSDL-3-CS-ST-120V	6.5	513	79	530	83	544	86	543	86	528	82
FRSDL-3-CS-BT-120V	6.5	512	80	529	83	542	86	541	86	526	83
FRSDL-4-CS-ST-120V	11	920	86	958	90	993	94	990	94	930	87
FRSDL-4-CS-BT-120V	11	920	85	958	90	992	94	991	93	931	86
FRSDL-6-CS-ST-120V	15	1272	88	1315	92	1366	96	1380	97	1328	92
FRSDL-6-CS-BT-120V	15	1274	90	1314	92	1360	97	1368	98	1308	91
FRSDL-8-CS-ST-120V	19	1609	88	1666	93	1743	98	1741	98	1651	91
FRSDL-8-CS-BT-120V	19	1686	94	1739	98	1809	103	1803	103	1703	96

Specifications Table

	FRSDL-3-CS-xx-120V	FRSDL-4-CS-xx-120V	FRSDL-6-CS-xx-120V	FRSDL-8-CS-xx-120V
Nominal Wattage	6.5W	11W	15W	19W
Delivered Lumens	500	900	1250	1600
Efficacy (lm/W)	80	85	88	88
CRI	Selectable - 2700K, 3000K, 3500K, 4000K, 5000K			
CR*	90+			
Volts	110°			
L70 Lifetime	60,000			
Volts (Hz)	120V, 50/60Hz			
Power Factor	>0.9			
Dimm	Triac Dimming			
Housing	Steel			
Lens	Polycarbonate			
Operating Temperature	-20°C to 40°C			
Listings	cULus, FCC, RoHS, Wet Location, IC Rated, Air Tight, Fire Rated, TAA, CA T24-JAB, Energy Star®			
Environment	Wet Location, IC Rated, Air Tight, Fire Rated			
Warranty	5 Years Standard			

Dimmer Compatability List

Dimmer Brand	Series	Dimmer Model
LUTRON	Maestro C-L	MACL-153M
LUTRON	SkyLark C-L	SCL-153P
LEVITON	SunSlide	8504
LUTRON	Divi C-L	DVCL-153P
LEGRAND	Radiant	RHCL433PTC
LEGRAND	Harmony	DCL433PTCCCV6
LEGRAND	Harmony	HCL433PTCCCV6
LUTRON	SkyLark	CTCL-153PDH-WH
LEVITON	Illumina Tech	RSO-RP36-RDM
LUTRON	Divi C-L	DVWCL-153PH-WH

Page 6/13 Rev Date: 05/13/24 Halco Lighting Technologies 2940 Pacific Drive | Norcross, GA 30071 | Toll Free 800.677.3334 | Phone 770.242.3612 | Fax 800.880.0822 | halcolighting.com | Atlanta | Chicago | Cleveland | Houston | Phoenix | © 2024 Halco Lighting Technologies, LLC. All rights reserved. Halco and ProLED are registered trademarks of Halco Lighting Technologies. All sizes and specifications are subject to change without notice.

Page 6/13 Rev Date: 05/13/24 Halco Lighting Technologies 2940 Pacific Drive | Norcross, GA 30071 | Toll Free 800.677.3334 | Phone 770.242.3612 | Fax 800.880.0822 | halcolighting.com | Atlanta | Chicago | Cleveland | Houston | Phoenix | © 2024 Halco Lighting Technologies, LLC. All rights reserved. Halco and ProLED are registered trademarks of Halco Lighting Technologies. All sizes and specifications are subject to change without notice.



LED Luminaires

Fire Rated Slim Downlight

- Fire Resistant
- Select from Five Color Temperatures
- IC, Air Tight and Wet Location Rated
- Triac Dimmable

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:



LAYOUT PAGE TABLE	
SHEET	TITLE
SITE	SP
A-1	FOUNDATION
A-2	FLOOR PLAN
A-3	ROOF
A-4	ROOF DRAIN
A-5	SECTIONS
A-6	ELEVATIONS
A-7	ELECTRICAL
A-8	LIGHTING

Specifications

Description

The Fire Rated Slim Downlight family is designed to provide a cost effective solution for use in fire rated ceiling systems. The low profile fixture design provides smooth or baffled trim options, easy installation with a spring clip mounting and is rated to withstand heat and fire of up to 1100°C for 2 hours. It is the clean, modern way to light residential, multi-family and healthcare facilities requiring fire protection.

Performance

- Field Selectable CCT (2700K, 3000K, 3500K, 4000K, 5000K)
- 90 CRI
- 120V, 50/70 Hz Triac Dimming Driver to 10%
- L70 Lumen Maintenance > 80,000 Hours
- Up to 109 lumens per Watt
- 5 Year Limited Warranty

Certifications

- cULus Rated for Wet Locations
- 2 Hour Fire Rating per UL263/ASTM E119/CAN ULC-S101-07
- IC Rated for direct contact with insulation
- Air Tight Certified per ASTM E283-2004
- Energy Star Rated
- TAA Compliant
- Complies with California T24 standards
- RoHS compliant
- FCC Part 15 compliant

Construction

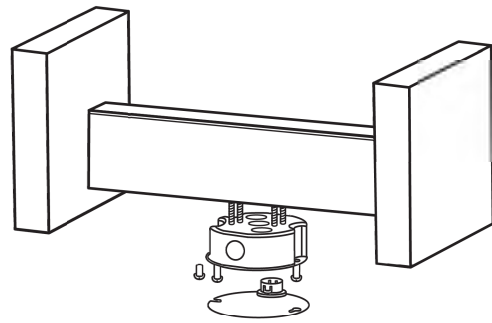
- Powder Coated steel housing
- Canless design with spring retention clips and remote mounted driver box
- Edge Lit LED design with frosted polycarbonate diffuser
- Field selectable CCT switch

Page 6/13 Rev Date: 05/13/24 Halco Lighting Technologies 2940 Pacific Drive | Norcross, GA 30071 | Toll Free 800.677.3334 | Phone 770.242.3612 | Fax 800.880.0822 | halcolighting.com | Atlanta | Chicago | Cleveland | Houston | Phoenix | © 2024 Halco Lighting Technologies, LLC. All rights reserved. Halco and ProLED are registered trademarks of Halco Lighting Technologies. All sizes and specifications are subject to change without notice.



Installation Instructions RACO Cat. #s 296, 296-1 & 299

1-1/2" Deep ceiling box. 296, 296-1, Cubic capacity 15.8 Cu.in.
2-1/8" Deep ceiling box. 299 Cubic capacity 22.4 Cu.in.
Maximum Support: Fan ~ 70 lbs, Fixture- 150 lbs.
U.S. Patent 7,148,420
For use with new construction and remodel applications. Mounts to support in between joists. Includes mounting holes for fan or fixture.
Use disposable steel protection cover for mudding/painting operation.
Cover will protect wiring while router is used to cut drywall.
Includes:
Steel box, Disposable Steel Protection Cover, 2 x #10-32 (Grade 5) Fan mounting screws 4 x Wood screws, 1 x Ground screw, 1 x Nonmetallic connector.



- Installation Instructions: New Construction**
- Install 2" x 4" support between joist, setback (see diagram).
 - Remove desired knock out (side or bottom).
 - Mount box on wood using 4 wood screws provided. **Screws must be driven perpendicular to joist. Screws should be fully embedded but not over tightened.**
 - Install NM connector through inside of box in knockout and run Nonmetallic sheathed wiring.
 - Install ground screw provided and connect ground wire.
 - Follow fan or fixture mounting instructions.
 - Use 10-32 screws (provided) if mounting a fan, or fixture over 50 lbs.
 - Use 8-32 (not provided) screws if mounting a light fixture.
- Installation Instructions: Remodeling (Attic access required)**
- Cut 4-1/8" dia. hole through drywall
 - Continue as described in new construction instructions.

"A" Setback for 5/8" drywall			
Cat.No.	296	296-1	299
English	1"	1"	1-5/8"
Metric	2.5cm	2.5cm	4.1cm

Caution: Disconnect power supply. Use RACO® supplied screws only (except 8-32 screws for light fixtures). Connector installation through inside of the box. Maximum NM cable 10-3 with ground.

RA-323 Instr rev7

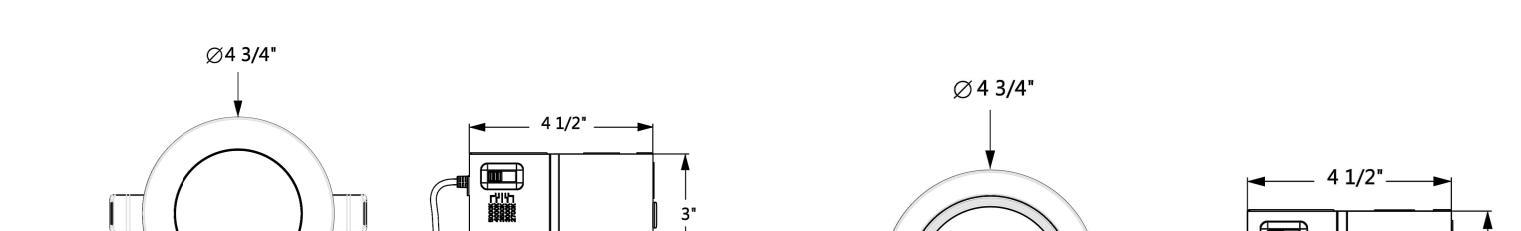
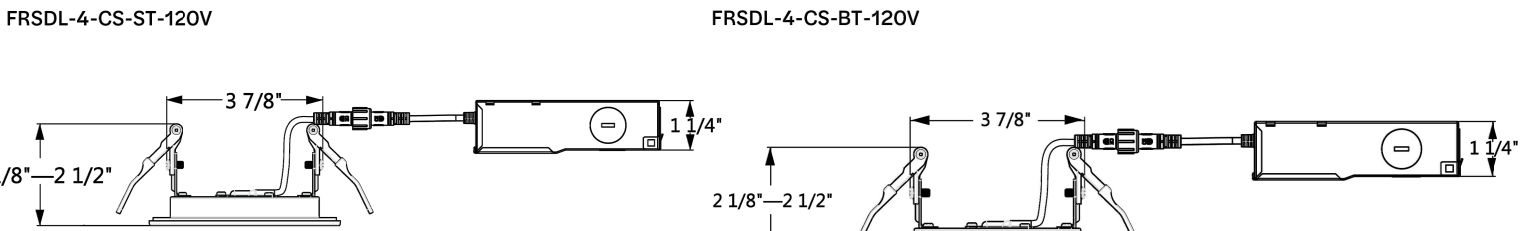
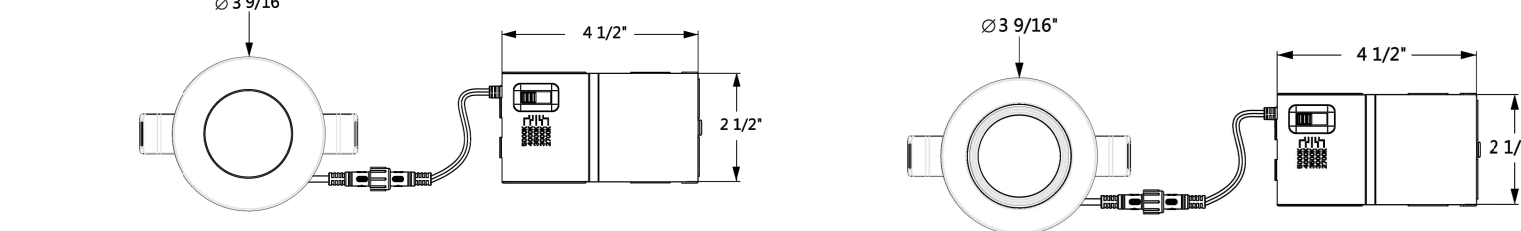
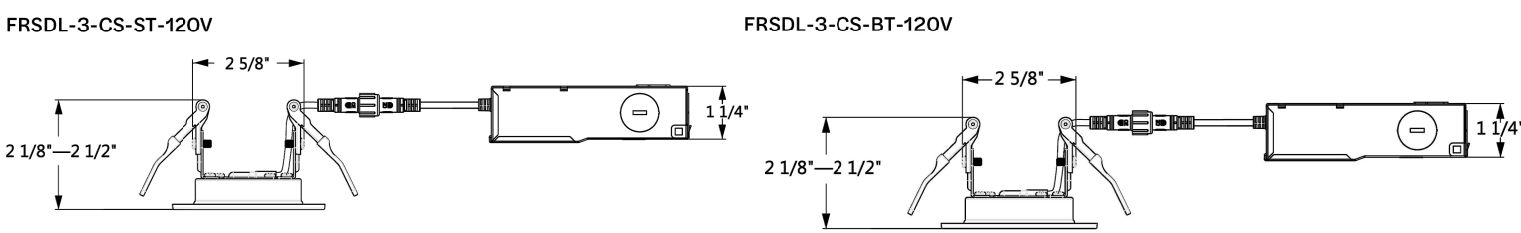
MADE IN CHINA

119136



LED Luminaires

Fire Rated Slim Downlight Dimensions



Page 4/13 Rev Date: 05/13/24 Halco Lighting Technologies 2940 Pacific Drive | Norcross, GA 30071 | Toll Free 800.677.3334 | Phone 770.242.3612 | Fax 800.880.0822 | halcolighting.com | Atlanta | Chicago | Cleveland | Houston | Phoenix | © 2024 Halco Lighting Technologies, LLC. All rights reserved. Halco and ProLED are registered trademarks of Halco Lighting Technologies. All sizes and specifications are subject to change without notice.



LED Luminaires

Fire Rated Slim Downlight

Ordering Logic:

Series	Product Size	CRI/CCT	Trim	Voltage/Dimming
FRSDL = Fire Rated Slim Downlight	3 = 3" 4 = 4" 6 = 6" 8 = 8"	CS = 90 CRI, Selectable 2700K, 3000K, 3500K, 4000K, 5000K	ST = SMOOTH TRIM BT = BAFFLE TRIM	120V = 120V, Triac Dimming

Ordering Information

Product SKU	Product Code	Product Description
89200	FRSDL-3-CS-ST-120V	Fire Rated 3in Slim Downlight Color Selectable 6.5W 500 Lumen Smooth Trim 120V Triac Dimmable T2
89201	FRSDL-3-CS-BT-120V	Fire Rated 3in Slim Downlight Color Selectable 6.5W 500 Lumen Baffle Trim 120V Triac Dimmable T24
89202	FRSDL-4-CS-ST-120V	Fire Rated 4in Slim Downlight Color Selectable 11W 900 Lumen Smooth Trim 120V Triac Dimmable T24
89203	FRSDL-4-CS-BT-120V	Fire Rated 4in Slim Downlight Color Selectable 11W 900 Lumen Baffle Trim 120V Triac Dimmable T24
89204	FRSDL-6-CS-ST-120V	Fire Rated 6in Slim Downlight Color Selectable 15W 1250 Lumen Smooth Trim 120V Triac Dimmable T24
89205	FRSDL-6-CS-BT-120V	Fire Rated 6in Slim Downlight Color Selectable 15W 1250 Lumen Baffle Trim 120V Triac Dimmable T24
89206	FRSDL-8-CS-ST-120V	Fire Rated 8in Slim Downlight Color Selectable 19W 1600 Lumen Smooth Trim 120V Triac Dimmable T24
89207	FRSDL-8-CS-BT-120V	Fire Rated 8in Slim Downlight Color Selectable 19W 1600 Lumen Baffle Trim 120V Triac Dimmable T24
Accessories		
89166	FSDL/FP3RD	ProLED Select Direct Fit Slim Downlight Rough In Pan 3"
89104	FSDL/FP4RD	ProLED Select Direct Fit Slim Downlight Rough In Pan 4"
89105	FSDL/FP6RD	ProLED Select Direct Fit Slim Downlight Rough In Pan 6"
89129	DFDL-RP-468-RD	ProLED Select Direct Fit Slim Downlight Adjustable Rough In Pan 4", 6", 8"
89142	ACC-NCP-ABH-4R	4" Round New Construction Pan w/Adjustable Bar Hangers
89143	ACC-NCP-ABH-6R	6" Round New Construction Pan w/Adjustable Bar Hangers

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SCHLUM
17114 E FAIRWAY COURT
FOUNTAIN HILLS AZ, 85268

REVISED 9/29/2025

DATE: 9/16/25

DRAWN BY: LJB

SCALE: 1/4" = 1'

TITLE:

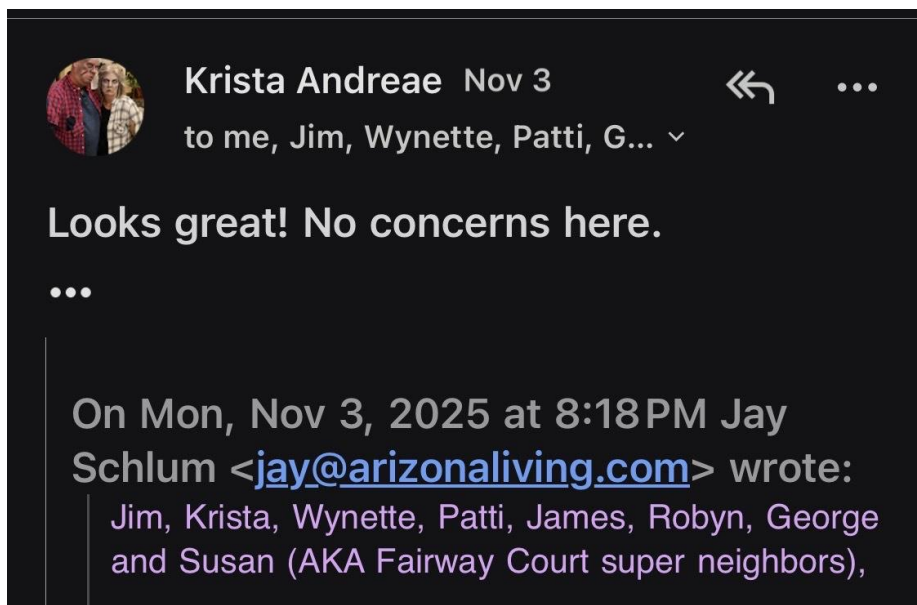
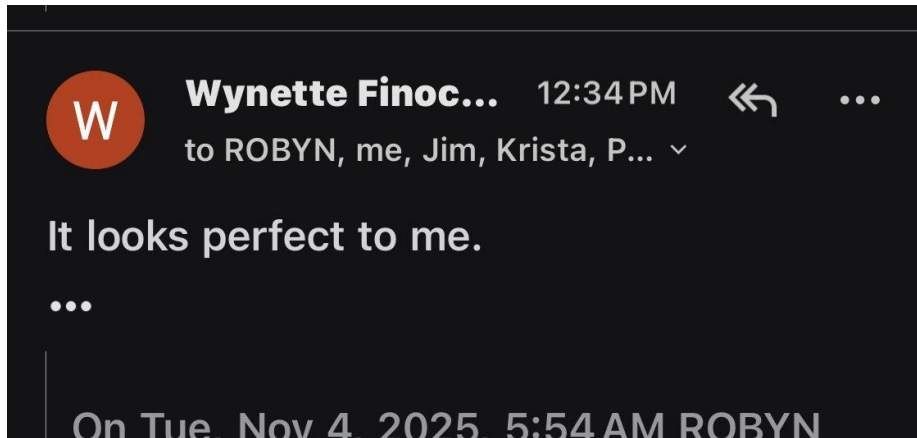
Lighting

SHEET:

E-2

Citizen Participation Report

Text message responses from neighbors





ROBYN CARLSON 5:54 AM



to me, Jim, Krista, Wynette,... ▾

That's great! We are good with that!
Exciting!!!
Sent from my iPhone

On Nov 3, 2025, at 8:19 PM, Jay
Schlum
<jay@arizonaliving.com> wrote:

...

Jim, Krista, Wynette, Patti, James,
Robyn, George and Susan (AKA Fairway
Court super neighbors),



Patti Soling Nov 3



to me ▾

Jay and Denise,

I fully support this wonderful improvement
to your home.

Patricia Soling
[17101 E Fairway Court](#)



Susan Mitchell 5:07 AM



to me, jimandreae@gmail.co... ▾

This will be a welcome addition.



On Nov 3, 2025, at 8:18 PM, Jay Schlum

<jay@arizonaliving.com> wrote:

Jim, Krista, Wynette, Patti, James,
Robyn, George and Susan (AKA Fairway
Court super neighbors),



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services
Prepared by: John Wesley, Development Services Director
Staff Contact Information: Phone: 480-816-5138
Email: jwesley@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Relating to Ordinance 26-01, amending Town Code Chapter 7, Building Regulations, Section 7-1-2 C to delete the requirements from the International Energy Code for energy monitoring (Sec. C405.13) and renewable energy systems (Sec. C405.15).

Staff Summary (background)

The Town of Fountain Hills adopts and uses the International Building Codes to review and approve construction plans. The International Code books are updated every three years with new and revised requirements. The Town of Fountain Hills reviews and adopts new codes every six years. In June 2025, the Town Council approved Ordinance 25-06 updating the Codes used by the Town from the 2018 Codes to the 2024 Codes.

In total, there are eight books that make up the entire code. These books are large and contain a lot of detailed information. When local jurisdictions adopt the International Codes, they often include local modifications. In preparation for the consideration and adoption of the 2024 Code books, the Building Official spent time reviewing the latest codes for adjustments that are needed to meet local conditions. Several amendments to the International Code were recommended and approved with the adoption of the 2024 Codes in June.

Since the adoption of the new codes, staff has had the opportunity to apply the new codes to development projects. This has gotten staff deeper into the Codes. In doing so, staff recognized a couple of items that were added to the International Energy Code that were not found in the earlier review. One is Sec. C405.13 Energy Monitoring. This section requires new buildings 10,000 sq. ft. or larger to be equipped to measure, monitor, record and report energy consumption. The other is Sec. C405.15, Renewable Energy Systems. This section specifies some cases where new buildings must either contain renewable energy sources or participate in off-site renewable energy production.

Once these sections were identified, staff determined it would be appropriate for the Council to consider having them deleted as items that were not necessary for the basic health and safety of new building construction in Fountain Hills. Staff review of other jurisdictions identified that Mesa, Phoenix, and Maricopa County deleted these provisions when they adopted the 2024 codes.

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff recommends approval of Ordinance 26-01.

Suggested Motion

MOVE TO APPROVE Ordinance 26-01

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: N/A

ATTACHMENTS

- | |
|---|
| 1. Ordinance 26-01 removing solar requirement |
|---|

ORDINANCE NO. 26-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AMENDING TOWN CODE CHAPTER 7 BUILDINGS AND BUILDING REGULATIONS, SECTION 7-1-2 C, INTERNATIONAL ENERGY CONSERVATION CODE, DELETING SECTIONS C405.13 AND C405.15

ENACTMENTS:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. That Chapter 7, Buildings and Building Regulations, of the Fountain Hills Town Code, Section 7-1-2, C. International Energy Conservation Code, 2024 Edition, is amended by adding subsections 3 and 4, as provided in Exhibit A attached hereto.

PASSED AND ADOPTED by the Mayor and Council of the Fountain Hills, Maricopa County, Arizona, this 20th day of January, 2026.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Gerry Friedel, Mayor

Bevelyn Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Rachael Goodwin, Town Manager

Jennifer J. Wright, Town Attorney

Exhibit A

Chapter 7. Buildings and Building Regulations

Article 7-1. Buildings and Building Regulations

...

Section 7-1-2 Amendments

...

C. The International Energy Conservation Code, 2024 Edition, is amended in the following respects:

1. Amend Sections C101.1 and R101.1 to insert the words “Town of Fountain Hills” as the name of the jurisdiction.

2. Delete R403.10.3 Covers.

3. DELETE C405.13, ENERGY MONITORING

4. DELETE C405.15, RENEWABLE ENERGY SYSTEMS

...



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Administration / Finance
Prepared by: Paul Soldinger, Chief Financial Officer
Staff Contact Information: Phone: 480-816-5160
Email: psoldinger@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Regarding Resolution 2026-01, Development Impact Fees

Staff Summary (background)

The Town Council met several times in calendar year 2025 to update the Town's development impact fees, starting with preliminary meetings followed by a work session on June 3, 2025. The Council approved the Land Use Assumptions and Infrastructure Improvements Plan (LUA IIP) portion of the report on October 21, 2025, and held a public hearing discussing the proposed development impact fee schedule on December 16, 2025.

The final step of this process is for the Town Council to consider approval of Resolution 2026-01, including the Development Impact Fee report and final fee schedule contained in Figure 5 on page 8 of the report. If approved, the Town will begin assessing the new development impact fees beginning on April 6, 2026.

The final development impact fees (Fire, Parks & Rec, and Streets impact fees are combined in these amounts) contained in this report are as follows:

- \$8,816 for a Single Family Residence
- \$5,462 per housing unit for a Multi-Family Residence
- \$2,095 per 1,000 square feet for an Industrial Development
- \$4,815 per 1,000 square feet for a Commercial Development
- \$4,503 per 1,000 square feet for an Office Development
- \$4,719 per 1,000 square feet for an Institutional Development

Related Ordinance, Policy or Guiding Principle

[Arizona Revised Statutes §9-463.05](#)

Risk Analysis

Without approving the final development impact fees report as presented, the Town could be at risk of collecting less development impact fee revenues than are necessary to maintain levels of service to keep up with new development for Fire, Parks, and Streets needs.

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff Recommends Approving Resolution 2026-01, including the Development Impact Fees Report as Presented.

Suggested Motion

MOVE TO APPROVE Resolution 2026-01, including the Development Impact Fees Report as Presented.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: N/A

Funding Source: Fire, Parks, and Streets Development Impact Fee Funds

ATTACHMENTS

- | | |
|----|------------------------|
| 1. | Resolution No. 2026-01 |
| 2. | PRESENTATION |

RESOLUTION NO. 2026-01

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN
OF FOUNTAIN HILLS, ARIZONA, ADOPTING DEVELOPMENT
IMPACT FEES IN COMPLIANCE WITH STATE LAW**

RECITALS:

WHEREAS, Arizona's enabling legislation for development impact fees, ARIZ. REV. STAT. § 9-463.05 (the "Development Impact Fee Statute") requires the Town to produce three integrated documents prior to assessing development impact fees: (i) Land Use Assumptions ("LUA"), (ii) an Infrastructure Improvements Plan ("IIP"), and (iii) a Development Impact Fee Report based upon the LUA/IIP. The Development Impact Fee Statute also requires a two-phase adoption process, whereby the LUA and IIP are reviewed, refined, and adopted before the Development Impact Fee Report is addressed; and

WHEREAS, in accordance with the Development Impact Fee Statute, (i) the LUA and IIP were released to the public, (ii) the Town Council held a public hearing on September 16, 2025 to receive public comment on the LUA/IIP, and (iii) the Town Council approved the LUA/IIP on October 21, 2025, giving notice of its intent to assess development impact fees; and

WHEREAS, in accordance with the Development Impact Fee Statute, the Town Council held a public hearing on December 16, 2025 on the document entitled Development Fee Report, dated December 1, 2025, prepared by TischlerBise; and

WHEREAS, the Town Council desires to conclude the second phase of the development impact fee adoption process by approving the Development Impact Fee Report.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF FOUNTAIN HILLS, ARIZONA, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Development Impact Fee Report is hereby adopted in substantially the form and substance of Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. The Development Impact Fees shown in the staff proposed fee schedule contained in Figure 5 on page 8 of the Development Impact Fee Report are hereby adopted.

SECTION 4. In accordance with the Development Impact Fee Statute, the development impact fees set forth in the Development Impact Fee Report shall not be effective until 75 days after the date of this Resolution.

SECTION 5. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Maricopa County, Arizona, this 20th day of January 2026.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:

Mayor

Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

Town Manager

Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2026-01

[Final Development Impact Fee Report]

See following pages.

**Land Use Assumptions,
Infrastructure Improvements Plan,
and Development Fee Report**

**Prepared for:
Fountain Hills, Arizona**

January 20, 2026



4701 Sangamore Road

Suite S240

Bethesda, MD 20816

301.320.6900

www.TischlerBise.com

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EXECUTIVE SUMMARY

The Town of Fountain Hills, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the “IIP”), and update development fees pursuant to Arizona Revised Statutes (“ARS”) § 9-463.05 (hereafter referred to as the “Enabling Legislation”). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development’s proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Fountain Hills’ Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Parks and Recreational Facilities
3. Street Facilities

This plan includes all necessary elements required to be in full compliance with the Enabling Legislation.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. “Necessary public service” means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011, and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011, to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park amenities.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

INTRODUCTION TO DEVELOPMENT FEES

Development fees are one-time payments used to fund capital improvements necessitated by future development. Development fees have been utilized by local governments in various forms for at least fifty years. Development fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering facility fees should note the following limitations:

- 1) Fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and / or maintenance and rehabilitation costs.
- 2) Fees cannot be deposited in the General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected.
- 3) Fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

REQUIRED FINDINGS

There are three reasonable relationship requirements for development fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of development fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: “impact or need,” “benefit,” and “proportionality.” The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All future development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to development fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that development fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing development fees requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State Enabling Legislation, as are procedures to ensure that the fees are expended expeditiously or refunded. All requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to development fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development.

DEVELOPMENT FEE REPORT

Development fees for the necessary public services made necessary by new development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating development fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Shown below, Figure 1 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire	Citywide	N/A	Fire Facilities, Fire Apparatus, Fire Equipment	Development Fee Report	Population, Jobs
Parks and Recreational	Citywide	N/A	Developed Park Land, Park Amenities	Development Fee Report	Population, Jobs
Street	Citywide	N/A	N/A	Street Improvements, Development Fee Report	VMT

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

CURRENT DEVELOPMENT FEES

Current development fees are shown in Figure 2. For residential development, the development unit is a housing unit, based on housing unit type. For nonresidential development type, the development unit is 1,000 square feet of floor area.

Figure 2: Current Development Fees

Residential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Current Fees
Single Family	Housing Unit	\$122	\$1,916	\$1,935	\$3,973
Multi-Family	Housing Unit	\$94	\$1,479	\$964	\$2,537

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Current Fees
Industrial	1,000 Sq Ft	\$100	\$560	\$630	\$1,290
Commercial	1,000 Sq Ft	\$140	\$810	\$2,860	\$3,810
Office & Other Services	1,000 Sq Ft	\$180	\$1,030	\$1,240	\$2,450
Institutional	1,000 Sq Ft	\$60	\$320	\$2,480	\$2,860

PROPOSED DEVELOPMENT FEES

Proposed development fees will be assessed per development unit. For residential development, the development unit is a housing unit, based on housing unit type. For nonresidential development, the development unit is 1,000 square feet of floor area. The proposed fees represent the maximum allowable fees based on the analysis outlined in this report. Fountain Hills may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in level-of-service standards. All costs in the Development Fee Report represent current dollars with no assumed inflation over time. If costs change significantly over time, development fees should be recalculated.

Figure 3: Proposed Development Fees

Residential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Proposed Fees
Single Family	Housing Unit	\$1,303	\$4,014	\$6,997	\$12,314
Multi-Family	Housing Unit	\$923	\$2,844	\$3,390	\$7,157

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Proposed Fees
Industrial	1,000 Sq Ft	\$862	\$215	\$2,035	\$3,112
Commercial	1,000 Sq Ft	\$1,164	\$291	\$6,719	\$8,174
Office & Other Services	1,000 Sq Ft	\$1,790	\$447	\$4,531	\$6,768
Institutional	1,000 Sq Ft	\$511	\$128	\$8,160	\$8,799

DIFFERENCE BETWEEN PROPOSED AND CURRENT DEVELOPMENT FEES

The differences between the proposed and current development fees are displayed below in Figure 4. For residential development, the development unit is a housing unit, based on housing unit type. For nonresidential development, the development unit is 1,000 square feet of floor area.

Figure 4: Difference Between Proposed and Current Development Fees

Residential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Difference
Single Family	Housing Unit	\$1,181	\$2,098	\$5,062	\$8,341
Multi-Family	Housing Unit	\$829	\$1,365	\$2,426	\$4,620

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Difference
Industrial	1,000 Sq Ft	\$762	(\$345)	\$1,405	\$1,822
Commercial	1,000 Sq Ft	\$1,024	(\$519)	\$3,859	\$4,364
Office & Other Services	1,000 Sq Ft	\$1,610	(\$583)	\$3,291	\$4,318
Institutional	1,000 Sq Ft	\$451	(\$192)	\$5,680	\$5,939

STAFF PROPOSED DEVELOPMENT FEES

The staff proposed development fees shown in Figure 5 include a 50 percent reduction to the proposed street facilities development fees shown in Figure 3. The Fountain Hills Town Council adopted the LUA and IIP on October 21, 2025. The adopted street facilities IIP includes an engineering cost estimate of approximately \$6.3 million to widen Shea Boulevard from Palisades Boulevard to Fountain Hills Boulevard, and Fountain Hills received a bid of approximately \$3.9 million after adoption of the street facilities IIP. The bid cost is approximately 62 percent of the engineering cost estimate used in the adopted street facilities IIP, and Fountain Hills staff recommend a 50 percent reduction to the proposed street facilities development fees. Fountain Hills will assess the staff proposed development fees per development unit.

Figure 5: Staff Proposed Development Fees

Residential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Alternative Fees
Single Family	Housing Unit	\$1,303	\$4,014	\$3,499	\$8,816
Multi-Family	Housing Unit	\$923	\$2,844	\$1,695	\$5,462

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Alternative Fees
Industrial	1,000 Sq Ft	\$862	\$215	\$1,018	\$2,095
Commercial	1,000 Sq Ft	\$1,164	\$291	\$3,360	\$4,815
Office & Other Services	1,000 Sq Ft	\$1,790	\$447	\$2,266	\$4,503
Institutional	1,000 Sq Ft	\$511	\$128	\$4,080	\$4,719

DIFFERENCE BETWEEN STAFF PROPOSED AND CURRENT DEVELOPMENT FEES

The differences between the staff proposed and current development fees are displayed below in Figure 6. For residential development, the development unit is a housing unit, based on housing unit type. For nonresidential development, the development unit is 1,000 square feet of floor area.

Figure 6: Difference Between Staff Proposed and Current Development Fees

Residential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Difference
Single Family	Housing Unit	\$1,181	\$2,098	\$1,564	\$4,843
Multi-Family	Housing Unit	\$829	\$1,365	\$731	\$2,925

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Difference
Industrial	1,000 Sq Ft	\$762	(\$345)	\$388	\$805
Commercial	1,000 Sq Ft	\$1,024	(\$519)	\$500	\$1,005
Office & Other Services	1,000 Sq Ft	\$1,610	(\$583)	\$1,026	\$2,053
Institutional	1,000 Sq Ft	\$451	(\$192)	\$1,600	\$1,859

LAND USE ASSUMPTIONS

Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

“projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality.”

The estimates and projections of residential and nonresidential development in this Land Use Assumptions document are for all areas within Fountain Hills. The current demographic estimates and future development projections will be used in the Infrastructure Improvements Plan (IIP) and in the calculation of development fees. Current demographic data estimates for 2025 are used in calculating levels of service (LOS) provided to existing development in Fountain Hills. Arizona's Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years. The service area for all Infrastructure Improvements Plans is shown in Figure L1.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions include population, housing units, employment, and nonresidential floor area projections. Based on Development Services Department recommendations, the analysis uses recent permit trends for residential projections and Maricopa Association of Governments (MAG) employment data for nonresidential projections. Development projections are summarized in Figure L9. These projections will be used to estimate fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development occurs at a slower rate than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs at a faster rate than anticipated, fee revenue will increase, but Fountain Hills will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, residential development projections indicate a population increase of 2,462 persons in 1,270 housing units, and nonresidential development projections indicate an employment increase of 447 jobs in approximately 175,000 square feet.



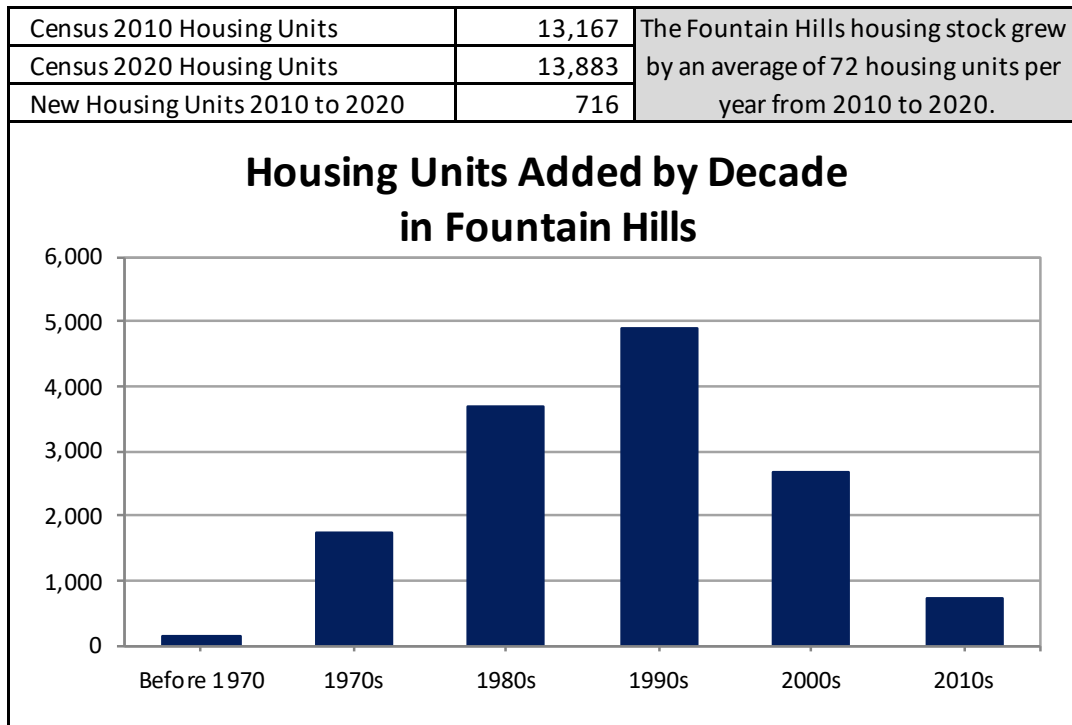
RESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure L2 shows the number of housing units added by decade according to U.S. Census Bureau data. In the previous decade, Fountain Hills' housing stock grew by an average of 72 housing units per year.

Figure L2: Housing Units by Decade



Source: U.S. Census Bureau, Census 2020 Summary File 1, Census 2010 Summary File 1, 2019-2023 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2010).

As shown below, recent residential permits averaged 76 single-family units, two duplex units, and 55 multi-family units per year.

Figure L3: Residential Permitted Units

Year	Single Family	Duplex	Multi-Family	Total
2020	35	4	94	133
2021	96	2	107	205
2022	119	0	8	127
2023	53	0	11	64
Total	303	6	220	529
Average	76	2	55	132

Source: Town of Fountain Hills, Land Use Analysis & Statistical Report, 2023

Occupancy Factors

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that Fountain Hills impose development fees for residential development according to the number of persons per household.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For development fees in Fountain Hills, “Single-Family” includes detached, attached, and mobile home units, and “Multi-Family” includes duplexes and all structures with two or more units on an individual parcel of land, recreational vehicles, boats, and all other types of units.

Figure L4 below shows the occupancy estimates for Fountain Hills based on 2019-2023 American Community Survey 5-Year Estimates. Single-family units averaged 2.23 persons per household and multi-family units averaged 1.58 persons per household. The estimates shown below are used only to calculate occupancy factors and may not match population and housing unit estimates shown throughout this report.

Figure L4: Occupancy Factors

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family ¹	20,644	9,249	2.23	10,781	1.91	81.0%	14.21%
Multi-Family ²	2,894	1,828	1.58	2,528	1.14	19.0%	27.69%
Total	23,538	11,077	2.12	13,309	1.77	100.0%	16.77%

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates

1. Includes detached, attached (townhouse), and mobile home units.

2. Includes dwellings in structures with two or more units, RVs, and all other units.

Residential Estimates

The Fountain Hills 2023 Land Use Analysis & Statistical Report includes 14,330 housing units in 2023 and 2024 building permit data provided by Fountain Hills staff includes 56 single-family units for a total of 14,386 housing units in 2024. To estimate housing units in the 2025 base year, TischlerBise uses a modified average of recent permit trends shown in Figure L3 – 70 single-family units and 57 multi-family units. The 2025 base year includes 14,513 housing units.

Arizona Office of Economic Opportunity estimates for 2024 include a population of 24,163 persons. To estimate population in the 2025 base year, the analysis converts the housing unit increase from 2024 to 2025 into population using the occupancy factors shown in Figure L4. The 2025 base year includes 24,409 persons (24,163 persons in 2023 + (70 single-family units X 2.23 persons per housing unit = 156 persons) + (57 multi-family units X 1.58 persons per housing unit = 90 persons)). For this study, the analysis assumes the occupancy factors shown in Figure L4 will remain constant throughout the 10-year projection period.

Seasonal Population

To account for seasonal residents, the analysis includes vacant households used for seasonal, recreational, or occasional use. According to 2019-2023 ACS estimates, seasonal units account for 1,635 of the 2,232 vacant units (13,309 total housing units – 11,077 occupied housing units) shown in Figure L4. Applying the townwide occupancy rate of 2.12 persons per household to 1,635 seasonal households provides a seasonal population estimate of 3,474 persons. In the 2025 base year, the peak population estimate is 27,883 (24,655 resident population + 3,474 seasonal population).

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

To project future housing units, the analysis uses a modified average of recent permit trends shown in Figure L3 – 70 single-family units per year and 57 multi-family units per year. To convert projected housing units to population, the analysis uses occupancy factors shown in Figure L4.

Based on these assumptions, the 10-year projections include an increase of 1,270 housing units (700 single-family units + 570 multi-family units) and 2,462 persons ((700 single-family units X 2.23 persons per household) + (570 multi-family units X 1.58 persons per household)) in Fountain Hills.

Figure L5: Residential Projections

Fountain Hills, Arizona	2025	2026	2027	2028	2029	2030	2035	10-Year
	Base Year	1	2	3	4	5	10	Increase
Peak Population	27,883	28,129	28,375	28,621	28,868	29,114	30,345	2,462
Housing Units								
Single Family	10,138	10,208	10,278	10,348	10,418	10,488	10,838	700
Multi-Family	4,375	4,432	4,489	4,546	4,603	4,660	4,945	570
Total	14,513	14,640	14,767	14,894	15,021	15,148	15,783	1,270

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Factors

TischlerBise uses the term jobs to refer to employment by place of work. Figure L6 includes the nonresidential development prototypes used to derive employment densities from data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) with 637 square feet of floor area per employee. For office development, the prototype is General Office (ITE 710) with 307 square feet of floor area per employee. The prototype for institutional development is Government Office (ITE 730) with 330 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) with 471 square feet of floor area per employee.

Figure L6: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

The analysis uses data published by Esri Business Analyst Online for the 2025 employment estimate of 7,501 jobs. According to CoStar data, existing nonresidential development in the 2025 base year includes 4,915,020 square feet – 1,612,280 square feet of industrial development, 1,408,000 square feet of commercial development, 1,574,691 square feet of office development, and 770,049 square feet of institutional development.

Figure L7: Nonresidential Estimates

Development Type	2025 Jobs ¹	Percent of Total Jobs	2025 Floor Area ²
Industrial ³	781	10%	1,162,280
Commercial ⁴	2,215	30%	1,408,000
Office & Other Services ⁵	3,543	47%	1,574,691
Institutional ⁶	962	13%	770,049
Total	7,501	100%	4,915,020

1. Esri Business Analyst Online, Business Summary, 2025.

2. CoStar, 2025

3. Major sectors are Manufacturing; Wholesale Trade.

4. Major sectors are Retail Trade; Accommodation & Food Services.

5. Major sectors are Health Care and Social Assistance; Other Services.

6. Major sectors are Educational Services; Public Administration.

Nonresidential Projections

Employment and floor area projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

TischlerBise projects future commercial, office and other services, and institutional development using employment projections published by the Maricopa Association of Governments (MAG). As directed by Fountain Hills Development Services Department staff, the analysis projects no industrial employment growth due to the limited availability of industrial sites. During the next 10 years, projected employment growth includes an additional 447 jobs. This includes no additional industrial jobs, 224 commercial jobs, 173 office and other services jobs, and 50 institutional jobs.

Applying the ITE employment density factors shown in Figure L6 to the employment projections shown in Figure L8 provides the necessary conversion from jobs to nonresidential floor area. During the next 10 years, projected nonresidential development growth includes approximately 175,000 square feet of floor area. This includes no industrial development due to the limited availability of industrial sites, 106,000 square feet of commercial development (224 commercial jobs X 471 square feet per job), 53,000 square feet of office development (173 office jobs X 307 square feet per job), and 16,000 square feet of institutional development (50 institutional jobs X 330 square feet per job).

Figure L8: Nonresidential Projections

Fountain Hills, Arizona	2025	2026	2027	2028	2029	2030	2035	10-Year
	Base Year	1	2	3	4	5	10	Increase
Employment								
Industrial	781	781	781	781	781	781	781	0
Commercial	2,215	2,220	2,225	2,230	2,234	2,239	2,439	224
Office & Other Services	3,543	3,573	3,602	3,632	3,662	3,691	3,716	173
Institutional	962	968	973	979	985	990	1,012	50
Total	7,501	7,541	7,581	7,622	7,662	7,702	7,948	447
Floor Area / Sq Ft (x1,000)								
Industrial	1,162	1,162	1,162	1,162	1,162	1,162	1,162	0
Commercial	1,408	1,410	1,413	1,415	1,417	1,419	1,514	106
Office & Other Services	1,575	1,584	1,593	1,602	1,611	1,620	1,628	53
Institutional	770	772	774	776	778	779	786	16
Total	4,915	4,928	4,942	4,955	4,968	4,981	5,090	175

DEVELOPMENT PROJECTIONS

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2025 are used in the fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands.

Figure L9: Development Projections Summary

Fountain Hills, Arizona	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
Peak Population	27,883	28,129	28,375	28,621	28,868	29,114	29,360	29,606	29,852	30,098	30,345	2,462
Housing Units												
Single Family	10,138	10,208	10,278	10,348	10,418	10,488	10,558	10,628	10,698	10,768	10,838	700
Multi-Family	4,375	4,432	4,489	4,546	4,603	4,660	4,717	4,774	4,831	4,888	4,945	570
Total	14,513	14,640	14,767	14,894	15,021	15,148	15,275	15,402	15,529	15,656	15,783	1,270
Employment												
Industrial	781	781	781	781	781	781	781	781	781	781	781	0
Commercial	2,215	2,220	2,225	2,230	2,234	2,239	2,279	2,319	2,359	2,399	2,439	224
Office & Other Services	3,543	3,573	3,602	3,632	3,662	3,691	3,696	3,701	3,706	3,711	3,716	173
Institutional	962	968	973	979	985	990	995	999	1,003	1,007	1,012	50
Total	7,501	7,541	7,581	7,622	7,662	7,702	7,751	7,801	7,850	7,899	7,948	447
Floor Area / Sq Ft (x1,000)												
Industrial	1,162	1,162	1,162	1,162	1,162	1,162	1,162	1,162	1,162	1,162	1,162	0
Commercial	1,408	1,410	1,413	1,415	1,417	1,419	1,438	1,457	1,476	1,495	1,514	106
Office & Other Services	1,575	1,584	1,593	1,602	1,611	1,620	1,622	1,623	1,625	1,626	1,628	53
Institutional	770	772	774	776	778	779	781	782	784	785	786	16
Total	4,915	4,928	4,942	4,955	4,968	4,981	5,003	5,025	5,047	5,069	5,090	175

FIRE FACILITIES

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Fire Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

The Fire Facilities IIP includes components for fire facilities, fire apparatus, fire equipment, and the cost of preparing the Fire Facilities IIP and related development fee report. The incremental expansion methodology is used for fire facilities, fire apparatus, and fire equipment. The plan-based methodology is used for the development fee report.

SERVICE AREA

The Fountain Hills Fire Department strives to provide a uniform response time within the town limits; therefore, there is a single service area for the Fire Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees allocate the capital cost of necessary public services between residential and nonresidential development based on functional population. Functional population is similar to what the U.S. Census Bureau calls "daytime population." This accounts for people living and working in a jurisdiction, but it also considers commuting patterns and time spent at home and nonresidential locations. The functional population approach allocates the cost of the fire infrastructure to residential and nonresidential development based on the activity of residents and workers through 24 hours in a day.

Residents that do not work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Fountain Hills are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Fountain Hills are assigned 14 hours to residential development, and the remaining 10 hours in the day are assumed to be spent working outside of Fountain Hills. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2022 population data from the Arizona Office of Economic Opportunity and 2022 employment data from the U.S. Census Bureau's OnTheMap web application, functional population is 80 percent residential development and 20 percent nonresidential development.

Figure F1: Proportionate Share

Demand Units in 2022				
Residential			Demand Hours/Day	Person Hours
Population	23,972			
Residents Not Working	14,709		20	294,180
Employed Residents	9,263			
Employed in Fountain Hills		1,276	14	17,864
Employed outside Fountain Hills		7,987	14	111,818
Residential Subtotal				423,862
Residential Share				80%
Nonresidential				
Non-working Residents	14,709		4	58,836
Jobs Located in Fountain Hills	4,779			
Residents Employed in Fountain Hills		1,276	10	12,760
Non-Resident Workers (inflow commuters)		3,503	10	35,030
Nonresidential Subtotal				106,626
Nonresidential Share				20%
Total				530,488

Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.5 (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by housing type. Since nonresidential calls for service were unavailable by specific nonresidential use, TischlerBise recommends using jobs as the demand indicator for nonresidential demand. Employment density is highest for office development and lowest for institutional development. Commercial and industrial densities fall between the other two categories. This ranking of employment densities is consistent with the relative demand for fire services from nonresidential development.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure F2 displays the demand indicators per development unit for residential and nonresidential development. For residential development, the table displays the number of persons per household for each development unit based on American Community Survey data shown in Figure L4. For nonresidential development, the table displays the number of jobs per development unit based on ITE employment density factors shown in Figure L6.

Figure F2: Ratio of Service Unit to Development Unit

Residential Development		
Development Type	Development Unit	Persons per Unit ¹
Single Family	Housing Unit	2.23
Multi-Family	Housing Unit	1.58

Nonresidential Development		
Development Type	Development Unit	Jobs per Unit ¹
Industrial	1,000 Sq Ft	1.57
Commercial	1,000 Sq Ft	2.12
Office & Other Services	1,000 Sq Ft	3.26
Institutional	1,000 Sq Ft	0.93

1. U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates

2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Fire Facilities – Incremental Expansion

Fountain Hills currently provides 16,000 square feet of fire facilities to existing development, and Fountain Hills plans to construct additional fire facilities to serve future development. To allocate the proportionate share of demand for fire facilities to residential and nonresidential development, this analysis uses functional population shown in Figure F1. The existing level of service for residential development is 0.4591 square feet per person (16,000 square feet X 80 percent residential share / 27,883 persons). The nonresidential level of service is 0.4266 square feet per job (16,000 square feet X 20 percent nonresidential share / 7,501 jobs).

The analysis uses a construction cost estimate of \$1,000 per square foot as a proxy for future growth-related fire facility costs. For fire facilities, the cost is \$459.06 per person (0.4591 square feet per person X \$1,000 per square foot) and \$426.61 per job (0.4266 square feet per job X \$1,000 per square foot).

Figure F3: Existing Level of Service

Description	Square Feet
Fire Station 1	6,400
Fire Station 2	9,600
Total	16,000

Cost Factors	
Cost per Square Foot	\$1,000

Level-of-Service (LOS) Standards	
Existing Square Feet	16,000
Residential	
Residential Share	80%
2025 Population	27,883
Square Feet per Person	0.4591
Cost per Person	\$459.06
Nonresidential	
Nonresidential Share	20%
2025 Jobs	7,501
Square Feet per Job	0.4266
Cost per Job	\$426.61

Source: Fountain Hills Fire Department

Fire Apparatus – Incremental Expansion

Fountain Hills currently serves existing development with 8 fire apparatus and plans to acquire additional fire apparatus to serve future development. The replacement cost of the existing fleet is \$3,685,000. The average cost of the existing fleet is \$460,625 per unit, and the analysis uses this as a proxy for future growth-related fire apparatus costs. To allocate the proportionate share of demand for fire apparatus to residential and nonresidential development, this analysis uses functional population outlined in Figure F1. The existing level of service for residential development is 0.0002 units per person (8 units X 80 percent residential share / 27,883 persons). The nonresidential level of service is 0.0002 units per job (8 units X 20 percent nonresidential share / 7,501 jobs).

The average cost of the existing fleet is \$460,625 per unit (\$3,685,000 total cost / 8 units), and the analysis uses this as a proxy for future growth-related fire apparatus costs. For fire apparatus, the cost is \$105.73 per person (0.0002 units per person X \$460,625 per unit) and \$98.25 per job (0.0002 units per job X \$460,625 per unit).

Figure F4: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Brush Truck	2	\$300,000	\$600,000
Command Vehicle	2	\$145,000	\$290,000
Engine	2	\$900,000	\$1,800,000
Ladder Truck	1	\$950,000	\$950,000
UTV	1	\$45,000	\$45,000
Total	8	\$460,625	\$3,685,000

Cost Factors	
Average Cost per Unit	\$460,625

Level-of-Service (LOS) Standards	
Existing Units	8
Residential	
Residential Share	80%
2025 Population	27,883
Units per Person	0.0002
Cost per Person	\$105.73
Nonresidential	
Nonresidential Share	20%
2025 Jobs	7,501
Units per Job	0.0002
Cost per Job	\$98.25

Source: Fountain Hills Fire Department

Fire Equipment – Incremental Expansion

Fountain Hills currently serves existing development with 39 units of fire equipment, and Fountain Hills plans to acquire additional fire equipment to serve future development. The replacement cost of the existing inventory is \$193,000. To allocate the proportionate share of demand for fire equipment to residential and nonresidential development, this analysis uses functional population outlined in Figure F1. The existing level of service for residential development is 0.0011 units per person (39 units X 80 percent residential share / 27,883 persons). The nonresidential level of service is 0.0010 units per job (39 units X 20 percent nonresidential share / 7,501 jobs).

The average cost of the existing inventory is \$4,949 per unit (\$193,000 total cost / 39 units), and the analysis uses this as a proxy for future growth-related fire equipment costs. For fire equipment, the cost is \$5.4 per person (0.0011 units per person X \$4,949 per unit) and \$5.15 per job (0.0010 units per job X \$4,949 per unit).

Figure F5: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Defibrillators	25	\$1,000	\$25,000
Multi-Band Portable Radio	14	\$12,000	\$168,000
Total	39	\$4,949	\$193,000

Cost Factors	
Average Cost per Unit	\$4,949

Level-of-Service (LOS) Standards	
Existing Units	39
Residential	
Residential Share	80%
2025 Population	27,883
Units per Person	0.0011
Cost per Person	\$5.54
Nonresidential	
Nonresidential Share	20%
2025 Jobs	7,501
Units per Job	0.0010
Cost per Job	\$5.15

Source: Fountain Hills Fire Department

Development Fee Report – Plan-Based

The 2025 cost to prepare the Fire Facilities IIP and related development fee report equals \$21,300. Fountain Hills plans to update its report every five years, so the 10-year cost is \$42,600. Based on the 10-year cost, proportionate share, and 10-year projections of future development from the *Land Use Assumptions* document, the cost per service unit is \$13.4 per person and \$19.04 per job.

Figure F6: IIP and Development Fee Report

Necessary Public Service	2025 Study Update	10-Year Cost (2 Updates)	Proportionate Share		Service Unit	10-Year Change	Cost per Service Unit
Fire	\$21,300	\$42,600	Residential	80%	Population	2,462	\$13.84
			Nonresidential	20%	Jobs	447	\$19.04
Parks and Recreational	\$21,300	\$42,600	Residential	98%	Population	2,462	\$16.96
			Nonresidential	2%	Jobs	447	\$1.90
Street	\$21,350	\$42,700	All Development	100%	VMT	32,209	\$1.33
Total	\$63,950	\$127,900					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 2,462 persons and employment growth of 447 jobs. To maintain existing levels of service, Fountain Hills needs to construct approximately 1,321 square feet of fire facilities, acquire approximately one fire apparatus, and acquire approximately three units of fire equipment over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Fire Facilities IIP.

Fire Facilities – Incremental Expansion

Fountain Hills plans to maintain its existing level of service for fire facilities over the next 10 years. Based on a projected population increase of 2,462 persons, future residential development demands approximately 1,130 square feet of fire facilities (2,462 additional persons X 0.4591 square feet per person). With projected nonresidential growth of 447 jobs, future nonresidential development demands approximately 191 additional square feet of fire facilities (447 additional jobs X 0.4266 square feet per job). Future development demands approximately 1,321 square feet of fire facilities at a cost of \$1,320,893 (1,320.9 X \$1,000 per square foot). Fountain Hills will use development fees to construct new fire facilities or to expand existing fire facilities.

Figure F7: Projected Demand

Type of Infrastructure	Level of Service		Demand Unit	Cost per Sq Ft	
Fire Facilities	0.4591 Square Feet		per Person	\$1,000	
	0.4266 Square Feet		per Job		

Demand for Fire Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2025	27,883	7,501	12,800.0	3,200.0	16,000.0
2026	28,129	7,541	12,913.0	3,217.1	16,130.1
2027	28,375	7,581	13,026.0	3,234.3	16,260.3
2028	28,621	7,622	13,139.0	3,251.4	16,390.4
2029	28,868	7,662	13,252.0	3,268.6	16,520.6
2030	29,114	7,702	13,365.0	3,285.7	16,650.7
2031	29,360	7,751	13,478.0	3,306.7	16,784.8
2032	29,606	7,801	13,591.0	3,327.8	16,918.8
2033	29,852	7,850	13,704.0	3,348.8	17,052.8
2034	30,098	7,899	13,817.0	3,369.8	17,186.9
2035	30,345	7,948	13,930.0	3,390.9	17,320.9
10-Yr Increase	2,462	447	1,130.0	190.9	1,320.9
Growth-Related Expenditures			\$1,130,025	\$190,869	\$1,320,893

Fire Apparatus – Incremental Expansion

Fountain Hills plans to maintain its existing level of service for fire apparatus over the next 10 years. Based on a projected population increase of 2,462 persons, future residential development demands approximately 0.6 fire apparatus (2,462 persons X 0.0002 units per person). With projected nonresidential growth of 447 jobs, future nonresidential development demands approximately 0.1 fire apparatus (447 additional jobs X 0.0002 units per job). Future development demands approximately 0.7 fire apparatus at a cost of \$304,218 (0.7 units X \$460,625 per unit). Fountain Hills will use development fees to expand its fire apparatus fleet.

Figure F8: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Apparatus	0.0002 Units	per Person	\$460,625
	0.0002 Units	per Job	

Demand for Fire Apparatus					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2025	27,883	7,501	6.4	1.6	8.0
2026	28,129	7,541	6.5	1.6	8.1
2027	28,375	7,581	6.5	1.6	8.1
2028	28,621	7,622	6.6	1.6	8.2
2029	28,868	7,662	6.6	1.6	8.3
2030	29,114	7,702	6.7	1.6	8.3
2031	29,360	7,751	6.7	1.7	8.4
2032	29,606	7,801	6.8	1.7	8.5
2033	29,852	7,850	6.9	1.7	8.5
2034	30,098	7,899	6.9	1.7	8.6
2035	30,345	7,948	7.0	1.7	8.7
10-Yr Increase	2,462	447	0.6	0.1	0.7
Growth-Related Expenditures			\$260,259	\$43,959	\$304,218

Fire Equipment – Incremental Expansion

Fountain Hills plans to maintain its existing level of service for fire equipment over the next 10 years. Based on a projected population increase of 2,462 persons, future residential development demands approximately 2.8 units of fire equipment (2,462 persons X 0.0011 units per person). With projected nonresidential growth of 447 jobs, future nonresidential development demands approximately 0.5 units of fire equipment (447 jobs X 0.0010 units per job). Future development demands approximately 3.2 units of fire equipment at a cost of \$15,933 (3.2 units X \$4,949 per unit). Fountain Hills will use development fees to expand its fire equipment inventory.

Figure F9: Projected Demand

Type of Infrastructure	Level of Service		Demand Unit	Cost per Unit	
Fire Equipment	0.0011 Units		per Person	\$4,949	
	0.0010 Units		per Job		

Demand for Fire Equipment					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2025	27,883	7,501	31.2	7.8	39.0
2026	28,129	7,541	31.5	7.8	39.3
2027	28,375	7,581	31.8	7.9	39.6
2028	28,621	7,622	32.0	7.9	40.0
2029	28,868	7,662	32.3	8.0	40.3
2030	29,114	7,702	32.6	8.0	40.6
2031	29,360	7,751	32.9	8.1	40.9
2032	29,606	7,801	33.1	8.1	41.2
2033	29,852	7,850	33.4	8.2	41.6
2034	30,098	7,899	33.7	8.2	41.9
2035	30,345	7,948	34.0	8.3	42.2
10-Yr Increase	2,462	447	2.8	0.5	3.2
Growth-Related Expenditures			\$13,631	\$2,302	\$15,933

FIRE FACILITIES DEVELOPMENT FEES

Construction Sales Tax Credit/Offset

The analysis does not include a revenue credit/offset, because Fountain Hills' construction sales tax rate equals the amount of the sales tax rate imposed on the majority of other sales tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Fire Facilities Development Fees

Figure F10 includes infrastructure components and cost factors for fire facilities development fees. The cost per service unit is \$584.17 per person and \$549.05 per job.

Residential development fees are calculated per housing unit and vary proportionately according to the number of persons per household. For a single-family unit, the fee of \$1,303 is calculated using a cost of \$584.17 per person multiplied by 2.23 persons per household.

Nonresidential development fees are calculated per development unit and vary proportionately according to the number of jobs. For commercial development, the fee of \$1,164 per development unit (1,000 square feet) is calculated using a cost of \$549.05 per job multiplied by 2.12 jobs per development unit.

Figure F10: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Facilities	\$459.06	\$426.61
Fire Apparatus	\$105.73	\$98.25
Fire Equipment	\$5.54	\$5.15
Development Fee Report	\$13.84	\$19.04
Total	\$584.17	\$549.05

Residential Fees per Development Unit					
Development Type	Development Unit	Persons per Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	Housing Unit	2.23	\$1,303	\$122	\$1,181
Multi-Family	Housing Unit	1.58	\$923	\$94	\$829

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Jobs per Unit ¹	Proposed Fees	Current Fees	Difference
Industrial	1,000 Sq Ft	1.57	\$862	\$100	\$762
Commercial	1,000 Sq Ft	2.12	\$1,164	\$140	\$1,024
Office & Other Services	1,000 Sq Ft	3.26	\$1,790	\$180	\$1,610
Institutional	1,000 Sq Ft	0.93	\$511	\$60	\$451

1. See Land Use Assumptions

FIRE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's enabling legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for fire facilities needed to accommodate future development. Projected fee revenue shown in Figure F11 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for fire facilities shown in Figure F10. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will decrease along with development fee revenue. Projected development fee revenue equals \$1,664,640 and projected expenditures equal \$1,683,645.

Figure F11: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Facilities	\$1,320,893	\$0	\$1,320,893
Fire Apparatus	\$304,218	\$0	\$304,218
Fire Equipment	\$15,933	\$0	\$15,933
Development Fee Report	\$42,600	\$0	\$42,600
Total	\$1,683,645	\$0	\$1,683,645

		Single Family \$1,303 per unit	Multi-Family \$923 per unit	Industrial \$862 per unit	Commercial \$1,164 per unit	Office & Other \$1,790 per unit	Institutional \$511 per unit
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2025	10,138	4,375	1,162	1,408	1,575	770
Year 1	2026	10,208	4,432	1,162	1,410	1,584	772
Year 2	2027	10,278	4,489	1,162	1,413	1,593	774
Year 3	2028	10,348	4,546	1,162	1,415	1,602	776
Year 4	2029	10,418	4,603	1,162	1,417	1,611	778
Year 5	2030	10,488	4,660	1,162	1,419	1,620	779
Year 6	2031	10,558	4,717	1,162	1,438	1,622	781
Year 7	2032	10,628	4,774	1,162	1,457	1,623	782
Year 8	2033	10,698	4,831	1,162	1,476	1,625	784
Year 9	2034	10,768	4,888	1,162	1,495	1,626	785
Year 10	2035	10,838	4,945	1,162	1,514	1,628	786
10-Year Increase		700	570	0	106	53	16
Projected Revenue		\$912,100	\$526,110	\$0	\$123,384	\$94,870	\$8,176

Projected Fee Revenue	\$1,664,640
Total Expenditures	\$1,683,645

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

“Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.”

The Parks and Recreational Facilities IIP includes components for developed park land, park amenities, and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for developed park land and park amenities. The plan-based methodology is used for the Development Fee Report.

SERVICE AREA

Fountain Hills provides townwide access to parks and recreational facilities; therefore, there is a single service area for the Parks and Recreational Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreational Facilities IIP and development fees allocate the capital cost of necessary public services between residential and nonresidential based on functional population. The Arizona Office of Economic Opportunity estimates Fountain Hills’ 2022 population equal to 23,972 persons. Based on 2022 estimates from the U.S. Census Bureau’s OnTheMap web application, 3,503 inflow commuters traveled to Fountain Hills for work. The proportionate share is based on cumulative impact hours per year. Potential impact to parks and recreational facilities equals 4,380 hours per year per resident and 500 hours per year per inflow commuter. For parks and recreational facilities, residential development generates 98 percent of demand and nonresidential development generates the remaining two percent of demand.

Figure PR1: Proportionate Share

Development Type	Service Unit	Impact Hours per Year	Cumulative Impact Hours per Year	Proportionate Share
Residential	23,972 persons ¹	4,380	104,997,360	98%
Nonresidential	3,503 inflow commuters ²	500	1,751,500	2%
Total			106,748,860	100%

1. Arizona Office of Economic Opportunity, 2022.

2. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.23.5, 2022.

Residential Impact: 12 hours per day X 365 days per year

Nonresidential Impact: 2 hours per day X 5 days per week X 50 weeks per year

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure PR2 displays the demand indicators per development unit for residential and nonresidential development. For residential development, the table displays the number of persons per household for each development unit based on American Community Survey data shown in Figure L4. For nonresidential development, the table displays the number of jobs per development unit based on ITE employment density factors shown in Figure L6.

Figure PR2: Ratio of Service Unit to Development Unit

Residential Development		
Development Type	Development Unit	Persons per Unit ¹
Single Family	Housing Unit	2.23
Multi-Family	Housing Unit	1.58

Nonresidential Development		
Development Type	Development Unit	Jobs per Unit ¹
Industrial	1,000 Sq Ft	1.57
Commercial	1,000 Sq Ft	2.12
Office & Other Services	1,000 Sq Ft	3.26
Institutional	1,000 Sq Ft	0.93

1. U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates
2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Developed Park Land – Incremental Expansion

Fountain Hills currently provides 951.4 total acres and 131.4 developed acres of parks to existing development. To comply with Arizona’s Enabling Legislation, the analysis excludes ineligible park land at Fountain Park (lake acreage) and Golden Eagle Trailhead (owned by HOA). The analysis uses 98.0 acres of developed park land to calculate the level of service. Due to the availability of undeveloped land, Fountain Hills does not plan to acquire additional park land. Fountain Hills will develop existing park land or other town sites during the 10-year IIP timeframe. To allocate the proportionate share of demand for developed park land to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. The existing LOS for residential development is 0.00344 eligible acres per person (98 eligible acres X 98 percent residential share / 27,883 persons). For nonresidential development, the existing LOS is 0.00026 eligible acres per job (98 eligible acres X two percent nonresidential share / 7,501 jobs).

The analysis includes a cost of \$40,000 per acre for development costs not captured in the park amenities component (site development, grading, utilities, etc.). For developed park land, the cost is \$137.78 per acre (0.00344 eligible acres per person X \$40,000 per acre) and \$10.45 per job (0.00026 eligible acres per job X \$40,000 per acre).

Figure PR3: Existing Level of Service

Description	Total Acres	Developed Acres	Eligible Acres
Avenue Linear Park	3.0	3.0	3.0
Desert Botanical Garden	8.0	8.0	8.0
Desert Vista Park	12.0	12.0	12.0
Fountain Park	65.0	65.0	32.0
Four Peaks Park	16.0	16.0	16.0
Golden Eagle Park	25.0	25.0	25.0
Golden Eagle Trailhead	0.4	0.4	0.0
McDowell Mtn. Preserve	822.0	2.0	2.0
Total	951.4	131.4	98.0

Cost Factors	
Developed Cost per Acre ¹	\$40,000

Level-of-Service (LOS) Standards	
Existing Eligible Acres	98.0
Residential	
Residential Share	98%
2025 Population	27,883
Eligible Acres per Person	0.00344
Cost per Person	\$137.78
Nonresidential	
Nonresidential Share	2%
2025 Jobs	7,501
Eligible Acres per Job	0.00026
Cost per Job	\$10.45

Source: Fountain Hills Parks and Recreation Department

1. Includes infrastructure costs but excludes acquisition costs.

Park Amenities – Incremental Expansion

Fountain Hills currently provides 1,052 park amenities and plans to construct additional park amenities to serve future development. The total cost of existing park amenities is \$46,811,800, and the analysis uses the average cost of \$44,498 per unit as a proxy for future growth-related park amenity costs. Figure PR5 includes a detailed list of existing park amenities.

To allocate the proportionate share of demand for park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. The existing LOS for residential development is 0.0370 units per person (1,052 units X 98 percent residential share / 27,883 persons). For nonresidential development, the existing LOS is 0.0028 units per job (1,052 units X two percent nonresidential share / 7,501 jobs).

Based on the cost of Fountain Hills' existing park amenities, the average cost for park amenities is \$44,498 per unit (\$46,811,800 total cost / 1,052 units). For park amenities, the cost is \$1,645.29 per person (0.0370 units per person X \$44,498 per unit) and \$124.81 per job (0.0028 units per job X \$44,498 per unit).

Figure PR4: Existing Level of Service

Cost Factors	
Average Cost per Unit	\$44,498

Level-of-Service (LOS) Standards	
Existing Units	1,052
Residential	
Residential Share	98%
2025 Population	27,883
Units per Person	0.0370
Cost per Person	\$1,645.29
Nonresidential	
Nonresidential Share	2%
2025 Jobs	7,501
Units per Job	0.0028
Cost per Job	\$124.81

Source: Fountain Hills Parks and Recreation Department

Figure PR5: Existing Park Amenities

Description	Units	Unit Cost	Total Cost
Baseball/Softball Field	6	\$725,000	\$4,350,000
Basketball Court	3	\$120,000	\$360,000
Bench	101	\$2,500	\$252,500
Bike Rack	46	\$300	\$13,800
Bleachers	29	\$3,000	\$87,000
Bridge (Pedestrian)	2	\$1,000,000	\$2,000,000
Building	11	\$400,000	\$4,400,000
Disc Golf Course	1	\$15,300	\$15,300
Dog Park	1	\$650,000	\$650,000
Drinking Fountain	22	\$3,000	\$66,000
Dugout Bench	15	\$1,000	\$15,000
Entry Monument Signage	9	\$20,000	\$180,000
Exercise Equipment Area	2	\$40,000	\$80,000
FIT Trail Trailhead	2	\$100,000	\$200,000
Grill	12	\$400	\$4,800
Horseshoe Pit	1	\$2,500	\$2,500
Interpretive Signage	14	\$1,000	\$14,000
Light Bollard	291	\$2,000	\$582,000
Multi-Use Sports Field	4	\$475,000	\$1,900,000
Parking Lot	11	\$526,000	\$5,786,000
Passive Lawn/Recreation	14	\$475,000	\$6,650,000
Pet Station	21	\$300	\$6,300
Pickleball Court	6	\$70,000	\$420,000
Picnic Table	110	\$3,500	\$385,000
Playground (2-5 years)	4	\$125,000	\$500,000
Playground (5+ years)	4	\$230,000	\$920,000
Ramada (with picnic table)	21	\$84,000	\$1,764,000
Recycle	24	\$600	\$14,400
Restroom	21	\$420,000	\$8,820,000
Sand Volleyball	2	\$24,000	\$48,000
Scoreboard	4	\$8,000	\$32,000
Shade Structure <100 ksf	18	\$50,000	\$900,000
Shade Structure >100 ksf	5	\$100,000	\$500,000
Shower	1	\$4,000	\$4,000
Sign Kiosk	11	\$4,000	\$44,000
Skate Park	1	\$1,089,000	\$1,089,000
Soccer Goal	6	\$2,500	\$15,000
Specialty Play	2	\$100,000	\$200,000
Splash Pad	1	\$860,000	\$860,000
Tennis Court	6	\$170,000	\$1,020,000
Trash Receptacle	166	\$600	\$99,600
Veteran's Memorial	1	\$900,000	\$900,000
Walking Track/Trail	6	\$95,000	\$570,000
Water Feature	6	\$15,000	\$90,000
Wayfinding Signage	8	\$200	\$1,600
Total	1,052	\$44,498	\$46,811,800

Source: Fountain Hills Parks and Recreation Department

Development Fee Report – Plan-Based

The 2025 cost to prepare the Parks and Recreational Facilities IIP and related development fee report equals \$21,300. Fountain Hills plans to update its report every five years, so the 10-year cost is \$42,600. Based on the 10-year cost, proportionate share, and 10-year projections of future development from the *Land Use Assumptions* document, the cost per service unit is \$16.96 per person and \$1.90 per job.

Figure PR6: IIP and Development Fee Report

Necessary Public Service	2025 Study Update	10-Year Cost (2 Updates)	Proportionate Share		Service Unit	10-Year Change	Cost per Service Unit
Fire	\$21,300	\$42,600	Residential	80%	Population	2,462	\$13.84
			Nonresidential	20%	Jobs	447	\$19.04
Parks and Recreational	\$21,300	\$42,600	Residential	98%	Population	2,462	\$16.96
			Nonresidential	2%	Jobs	447	\$1.90
Street	\$21,350	\$42,700	All Development	100%	VMT	32,209	\$1.33
Total	\$63,950	\$127,900					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, projected development during the next 10 years includes population growth of 2,462 persons and employment growth of 447 jobs. To maintain the existing levels of service, Fountain Hills needs to develop approximately 8.6 acres of park land and construct approximately 92 park amenities over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Parks and Recreational Facilities IIP.

Developed Park Land – Incremental Expansion

Fountain Hills plans to maintain its existing level of service for developed park land over the next 10 years. Based on a projected population increase of 2,462 persons, future residential development demands an additional 8.5 acres (2,462 additional persons X 0.00344 eligible acres per person). With projected employment growth of 447 jobs, future nonresidential development demands an additional 0.1 acres (447 additional jobs X 0.00026 eligible acres per job). Future development demands 8.6 additional acres at a cost of \$343,825 (8.6 acres X \$40,000 per acre). Fountain Hills will use development fees to develop additional park land.

Figure PR7: Projected Demand

Type of Infrastructure	Level of Service		Demand Unit	Cost per Acre	
Developed Park Land	0.00344 Eligible Acres		per Person	\$40,000	
	0.00026 Eligible Acres		per Job		

Demand for Developed Park Land					
Year	Population	Jobs	Eligible Acres		
			Residential	Nonresidential	Total
2025	27,883	7,501	96.0	2.0	98.0
2026	28,129	7,541	96.9	2.0	98.9
2027	28,375	7,581	97.7	2.0	99.7
2028	28,621	7,622	98.6	2.0	100.6
2029	28,868	7,662	99.4	2.0	101.4
2030	29,114	7,702	100.3	2.0	102.3
2031	29,360	7,751	101.1	2.0	103.2
2032	29,606	7,801	102.0	2.0	104.0
2033	29,852	7,850	102.8	2.1	104.9
2034	30,098	7,899	103.7	2.1	105.7
2035	30,345	7,948	104.5	2.1	106.6
10-Yr Increase	2,462	447	8.5	0.1	8.6
Growth-Related Expenditures			\$339,149	\$4,676	\$343,825

Park Amenities – Incremental Expansion

Fountain Hills plans to maintain its existing level of service for park amenities over the next 10 years. Based on a projected population increase of 2,462 persons, future residential development demands an additional 91.0 park amenities (2,462 additional persons X 0.0370 units per person). With projected employment growth of 447 jobs, future nonresidential development demands an additional 1.3 park amenities (447 additional jobs X 0.0028 units per job). Future development demands 92.3 additional park amenities at a cost of \$4,105,884 (92.3 units X \$44,498 per unit). Fountain Hills will use development fees to construct additional park amenities.

Figure PR8: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.0370 Units	per Person	\$44,498
	0.0028 Units	per Job	

Demand for Park Amenities					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2025	27,883	7,501	1,031.0	21.0	1,052.0
2026	28,129	7,541	1,040.1	21.2	1,061.2
2027	28,375	7,581	1,049.2	21.3	1,070.4
2028	28,621	7,622	1,058.3	21.4	1,079.6
2029	28,868	7,662	1,067.4	21.5	1,088.9
2030	29,114	7,702	1,076.5	21.6	1,098.1
2031	29,360	7,751	1,085.6	21.7	1,107.3
2032	29,606	7,801	1,094.7	21.9	1,116.6
2033	29,852	7,850	1,103.8	22.0	1,125.8
2034	30,098	7,899	1,112.9	22.2	1,135.0
2035	30,345	7,948	1,122.0	22.3	1,144.3
10-Yr Increase	2,462	447	91.0	1.3	92.3
Growth-Related Expenditures			\$4,050,041	\$55,843	\$4,105,884

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Construction Sales Tax Credit/Offset

The analysis does not include a revenue credit/offset, because Fountain Hills' construction sales tax rate equals the amount of the sales tax rate imposed on the majority of other sales tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Parks and Recreational Facilities Development Fees

Figure PR9 includes infrastructure components and cost factors for parks and recreational facilities development fees. The cost per service unit is \$1,800.03 per person and \$137.16 per job.

Residential development fees are calculated per housing unit and vary proportionately according to the number of persons per household. For a single-family unit, the fee of \$4,014 is calculated using a cost of \$1,800.03 per person multiplied by 2.23 persons per household.

Nonresidential development fees are calculated per development unit and vary proportionately according to the number of jobs. For commercial development, the fee of \$291 per development unit (1,000 square feet) is calculated using a cost of \$137.16 per job multiplied by 2.12 jobs per development unit.

Figure PR9: Parks and Recreational Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Developed Park Land	\$137.78	\$10.45
Park Amenities	\$1,645.29	\$124.81
Development Fee Report	\$16.96	\$1.90
Total	\$1,800.03	\$137.16

Residential Fees per Development Unit					
Development Type	Development Unit	Persons per Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	Housing Unit	2.23	\$4,014	\$1,916	\$2,098
Multi-Family	Housing Unit	1.58	\$2,844	\$1,479	\$1,365

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Jobs per Unit ¹	Proposed Fees	Current Fees	Difference
Industrial	1,000 Sq Ft	1.57	\$215	\$560	(\$345)
Commercial	1,000 Sq Ft	2.12	\$291	\$810	(\$519)
Office & Other Services	1,000 Sq Ft	3.26	\$447	\$1,030	(\$583)
Institutional	1,000 Sq Ft	0.93	\$128	\$320	(\$192)

1. See Land Use Assumptions

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate new development. Projected fee revenue shown in Figure PR10 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR9. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will decrease along with development fee revenue. Projected development fee revenue equals \$4,487,465 and projected expenditures equal \$4,492,309.

Figure PR10: Parks and Recreational Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Developed Park Land	\$343,825	\$0	\$343,825
Park Amenities	\$4,105,884	\$0	\$4,105,884
Development Fee Report	\$42,600	\$0	\$42,600
Total	\$4,492,309	\$0	\$4,492,309

		Single Family \$4,014 per unit	Multi-Family \$2,844 per unit	Industrial \$215 per unit	Commercial \$291 per unit	Office & Other \$447 per unit	Institutional \$128 per unit
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2025	10,138	4,375	1,162	1,408	1,575	770
Year 1	2026	10,208	4,432	1,162	1,410	1,584	772
Year 2	2027	10,278	4,489	1,162	1,413	1,593	774
Year 3	2028	10,348	4,546	1,162	1,415	1,602	776
Year 4	2029	10,418	4,603	1,162	1,417	1,611	778
Year 5	2030	10,488	4,660	1,162	1,419	1,620	779
Year 6	2031	10,558	4,717	1,162	1,438	1,622	781
Year 7	2032	10,628	4,774	1,162	1,457	1,623	782
Year 8	2033	10,698	4,831	1,162	1,476	1,625	784
Year 9	2034	10,768	4,888	1,162	1,495	1,626	785
Year 10	2035	10,838	4,945	1,162	1,514	1,628	786
10-Year Increase		700	570	0	106	53	16
Projected Revenue		\$2,809,800	\$1,621,080	\$0	\$30,846	\$23,691	\$2,048

Projected Fee Revenue	\$4,487,465
Total Expenditures	\$4,492,309

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the eligible facilities and assets for the Street Facilities IIP:

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

The Street Facilities IIP includes components for street improvements and the cost of preparing the Street Facilities IIP and related Development Fee Report. The plan-based methodology is used for street improvements and the Development Fee Report.

SERVICE AREA

Fountain Hills provides a transportation network within the town limits; therefore, there is a single service area for the Street Facilities IIP.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Street Facilities IIP and development fees will allocate the cost of necessary public services between residential and nonresidential based on trip generation rates, trip adjustment factors, and trip lengths.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Fountain Hills will use vehicle miles traveled (VMT) as the demand units for street facilities fees. Components used to determine VMT include average weekday vehicle trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors.

Residential Trip Generation Rates

As an alternative to simply using national average trip generation rates for residential development, published by the Institute of Transportation Engineers (ITE), TischlerBise calculates custom trip rates using local demographic data. Key inputs needed for the analysis, including average number of persons and vehicles available per housing unit, are available from American Community Survey (ACS) data. Shown in Figure S1, custom trip generation rates for Fountain Hills vary slightly from the national averages. Single-family residential development is expected to generate 8.03 average weekday vehicle trip ends per dwelling – compared to the national average of 9.43 (ITE 210). Multi-family residential development is expected to generate 3.89 average weekday vehicle trip ends per dwelling, which is lower than the national average of 4.54 (ITE 221).

Figure S1: Average Weekday Vehicle Trip Ends by Housing Type

Tenure by Units in Structure	Vehicles Available ¹	Households by Structure Type ²			Vehicles per HH by Tenure
		Single-Family	Multi-Family	Total	
Owner-Occupied	17,994	8,342	886	9,228	1.95
Renter-Occupied	2,991	907	942	1,849	1.62
Total	20,985	9,249	1,828	11,077	1.89

Units in Structure	Persons in Households ³	Trip Ends ⁴	Vehicles by Type of Unit	Trip Ends ⁵	Average Trip Ends	Housing Units ⁶	Trip Ends per Housing Unit	
							Local	National ⁷
Single-Family	20,644	57,498	17,734	115,580	86,539	10,781	8.03	9.43
Multi-Family	2,894	6,546	3,251	13,104	9,825	2,528	3.89	4.54
Total	23,538	64,045	20,985	128,685	96,365	13,309	7.24	

1. Vehicles available by tenure from Table B25046, American Community Survey, 2023 5-Year Estimates.

2. Households by tenure and units in structure from Table B25032, American Community Survey, 2023 5-Year Estimates.

3. Total population in households from Table B25033, American Community Survey, 2023 5-Year Estimates.

4. Vehicle trips ends based on persons using formulas from ITE *Trip Generation*. For single-family housing (ITE 210), the fitted curve equation is $EXP(0.89 \cdot \ln(\text{persons}) + 1.72)$ [ITE 2017]. To approximate the average population of the ITE studies, persons were divided by 37 and the equation result multiplied by 37. For multi-family housing (ITE 221), the fitted curve equation is $(2.29 \cdot \text{persons}) - 81.02$ [ITE 2017].

5. Vehicle trip ends based on vehicles available using formulas from ITE *Trip Generation*. For single-family housing (ITE 210), the fitted curve equation is $EXP(0.99 \cdot \ln(\text{vehicles}) + 1.93)$ [ITE 2017]. To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 69 and the equation result multiplied by 69. For multi-family housing (ITE 220), the fitted curve equation is $(3.94 \cdot \text{vehicles}) + 293.58$ [ITE 2012].

6. Housing units from Table B25024, American Community Survey, 2023 5-Year Estimates.

7. *Trip Generation*, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Light Industrial (ITE 110) which generates 4.87 average weekday vehicle trip ends per 1,000 square feet of floor area. For office development, the prototype is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. For institutional development, the prototype is Government Office (ITE 730), and it generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area.

Figure S2: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Square Feet Per Employee
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	n/a
310	Hotel	room	7.99	14.34	0.56	n/a
520	Elementary School	1,000 Sq Ft	19.52	21.00	0.93	1,076
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	n/a
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 66 percent to account for commuters leaving Fountain Hills for work. According to the 2022 National Household Travel Survey (see Table 8-2) weekday work trips are typically 36 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure S3, the U.S. Census Bureau's OnTheMap web application indicates 86 percent of resident workers traveled outside of Fountain Hills for work in 2022. In combination, these factors ($0.36 \times 0.50 \times 0.86 = 0.16$) support the additional 16 percent allocation of trips to residential development.

Figure S3: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters	
Employed Residents	9,263
Residents Living and Working in Fountain Hills	1,276
Residents Commuting Outside Fountain Hills for Work	7,987
Percent Commuting out of Fountain Hills	86%
Additional Production Trips ¹	16%
Residential Trip Adjustment Factor	66%

Source: U.S. Census Bureau, OnTheMap Application (version 6.23.5) and LEHD Origin-Destination Employment Statistics, 2022.

1. According to the 2022 National Household Travel Survey* (see Table 8-2), home-based work trips are typically 36 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2022 indicate that 86 percent of Fountain Hills' workers travel outside the city for work. In combination, these factors ($0.36 \times 0.50 \times 0.86 = 0.16$) account for 16 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (16 percent of production trips) for a total of 66 percent. *<http://nhts.ornl.gov/publications>; Summary of Travel Trends: 2022 National Household Travel Survey (Table 8-2. Travel Characteristics for Weekday Versus Weekend)

Adjustment for Pass-By Trips

For commercial development, the trip adjustment factor is less than 50 percent because this type of development attracts vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure S4, multiplying average weekday vehicle trip ends and trip adjustment factors by existing development units provides the average weekday vehicle trips generated by existing development. As shown below, existing development in Fountain Hills generates 102,221 vehicle trips on an average weekday.

Figure S4: Average Weekday Vehicle Trips by Land Use

Development Type	Dev Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2025 Dev Units	2025 Veh Trips
Single Family	HU	210	8.03	66%	10,138	53,729
Multi-Family	HU	220	3.89	66%	4,375	11,232
Industrial	KSF	110	4.87	50%	1,162	2,830
Commercial	KSF	820	37.01	33%	1,408	17,196
Office & Other Services	KSF	710	10.84	50%	1,575	8,535
Institutional	KSF	730	22.59	50%	770	8,698
Total						102,221

Trip Length Weighting Factor

The street facilities development fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 3-4, Table 3-5, and Table 3-6 of the 2022 National Household Travel Survey, vehicle trips from residential development are approximately 120 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 50 percent of the average trip length while other nonresidential development typically accounts for trips that are 76 percent of the average for all trips.

Local Vehicle Miles Traveled

Figure S5 displays the demand indicators per development unit for residential and nonresidential development. For residential development, the table displays VMT per household for each development unit. For nonresidential development, the table displays the number of VMT per development unit.

Figure S5: Ratio of Service Unit to Development Unit

Residential Development						
Development Type	Development Unit	AWVTE per unit ¹	Trip Adjustment ²	Average Trip Length (miles)	Trip Length Adjustment ³	VMT per Unit
Single Family	Housing Unit	8.03	66%	4.4653	120%	28.40
Multi-Family	Housing Unit	3.89	66%	4.4653	120%	13.76

Nonresidential Development						
Development Type	Development Unit	AWVTE per Unit ⁴	Trip Adjustment ⁴	Average Trip Length (miles)	Trip Length Adjustment ³	VMT per Unit
Industrial	1,000 Sq Ft	4.87	50%	4.4653	76%	8.26
Commercial	1,000 Sq Ft	37.01	33%	4.4653	50%	27.27
Office & Other Services	1,000 Sq Ft	10.84	50%	4.4653	76%	18.39
Institutional	1,000 Sq Ft	19.52	50%	4.4653	76%	33.12

1. TischlerBise calculation.

2. TischlerBise calculation based on OnTheMap Application (version 6.25.1) and LEHD Origin-Destination Employment Statistics, 2022; and 2022 National Household Travel Survey.

3. 2022 National Household Travel Survey.

4. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

According to recent estimates, Fountain Hills currently provides 70.0 lane miles of arterials. Using a capacity standard of 8,175 vehicles per lane mile, the existing arterial network provides 572,250 vehicle miles of capacity (70.0 lane miles X 8,175 vehicles per lane mile). To derive the average utilization (i.e., average trip length expressed in miles) of the major streets, divide vehicle miles of capacity by vehicle trips attracted to development in Fountain Hills. As shown in Figure S6, existing development currently attracts 102,221 average weekday vehicle trips. Dividing 572,250 vehicle miles of capacity by existing average weekday vehicle trips yields an unweighted-average trip length of approximately 5.598 miles. The calibration of average trip length includes the same adjustment factors used in the development fee calculations (i.e., commuter trip adjustment, pass-by trip adjustment, and average trip length adjustment). With these refinements, the weighted-average trip length is 5.621 miles.

As shown in the *Land Use Assumptions* document, 10-year projected growth includes 1,270 housing units and 175,000 square feet of nonresidential floor area. Based on the trip generation factors discussed in this section, projected development generates an additional 40,546 VMT over the next 10 years. Shown below in Figure S6, Fountain Hills will need to construct approximately 4.96 lane miles of street improvements to maintain the existing LOS over the next 10 years.

Figure S6: Projected Travel Demand

Development Type	Dev Unit	ITE Code	Weekday Veh Trips	Local Trip Length	Trip Length Adj	Weekday VMT
Single Family	HU	210	5.30	5.6210	120%	35.75
Multi-Family	HU	220	2.57	5.6210	120%	17.32
Industrial	KSF	110	2.44	5.6210	76%	10.40
Commercial	KSF	820	12.21	5.6210	50%	34.33
Office & Other Services	KSF	710	5.42	5.6210	76%	23.15
Institutional	KSF	730	11.30	5.6210	76%	48.25

VMC Per Lane Mile	8,175
Average Trip Length (miles)	5.6210

Fountain Hills, Arizona	Base 2025	1 2026	2 2027	3 2028	4 2029	5 2030	10 2035	10-Year Increase
Single-Family Units	10,138	10,208	10,278	10,348	10,418	10,488	10,838	700
Multi-Family Units	4,375	4,432	4,489	4,546	4,603	4,660	4,945	570
Industrial KSF	1,162	1,162	1,162	1,162	1,162	1,162	1,162	0
Commercial KSF	1,408	1,410	1,413	1,415	1,417	1,419	1,514	106
Office & Other KSF	1,575	1,584	1,593	1,602	1,611	1,620	1,628	53
Institutional KSF	770	772	774	776	778	779	786	16
Single Family Trips	53,729	54,100	54,471	54,842	55,213	55,584	57,439	3,710
Multi-Family Trips	11,232	11,379	11,525	11,671	11,818	11,964	12,696	1,463
Residential Trips	64,962	65,479	65,996	66,514	67,031	67,548	70,135	5,173
Industrial Trips	2,830	2,830	2,830	2,830	2,830	2,830	2,830	0
Commercial Trips	17,196	17,224	17,252	17,280	17,308	17,336	18,487	1,290
Office & Other Trips	8,535	8,584	8,634	8,683	8,732	8,782	8,823	288
Institutional Trips	8,698	8,719	8,740	8,761	8,782	8,803	8,883	185
Nonresidential Trips	37,259	37,357	37,456	37,554	37,653	37,751	39,023	1,764
Total Vehicle Trips	102,221	102,836	103,452	104,068	104,684	105,299	109,158	6,937
VMT	572,217	576,086	579,955	583,824	587,693	591,562	612,763	40,546
Lane Miles	70.00	70.47	70.94	71.42	71.89	72.36	74.96	4.96

Calibrated Travel Demand Model

Fountain Hills plans to construct 3.94 lane miles of arterials over the next 10 years to serve future development. Since Fountain Hills plans to build fewer than 4.96 lane miles, as shown in Figure S6, the average trip length of 5.6210 miles is adjusted until the 10-year demand for arterials equals 3.94 lane miles – resulting in an average trip length of 4.4653 miles on the planned street improvements. The 10-year increase in VMT on the planned street improvements equals 32,209 VMT.

Figure S7: Calibrated Travel Demand

Development Type	Dev Unit	ITE Code	Weekday Veh Trips	Local Trip Length	Trip Length Adj	Weekday VMT
Single Family	HU	210	5.30	4.4653	120%	28.40
Multi-Family	HU	220	2.57	4.4653	120%	13.76
Industrial	KSF	110	2.44	4.4653	76%	8.26
Commercial	KSF	820	12.21	4.4653	50%	27.27
Office & Other Services	KSF	710	5.42	4.4653	76%	18.39
Institutional	KSF	730	11.30	4.4653	76%	38.33

VMC Per Lane Mile	8,175
Average Trip Length (miles)	4.4653

Fountain Hills, Arizona	Base 2025	1 2026	2 2027	3 2028	4 2029	5 2030	10 2035	10-Year Increase
Single-Family Units	10,138	10,208	10,278	10,348	10,418	10,488	10,838	700
Multi-Family Units	4,375	4,432	4,489	4,546	4,603	4,660	4,945	570
Industrial KSF	1,162	1,162	1,162	1,162	1,162	1,162	1,162	0
Commercial KSF	1,408	1,410	1,413	1,415	1,417	1,419	1,514	106
Office & Other KSF	1,575	1,584	1,593	1,602	1,611	1,620	1,628	53
Institutional KSF	770	772	774	776	778	779	786	16
Single Family Trips	53,729	54,100	54,471	54,842	55,213	55,584	57,439	3,710
Multi-Family Trips	11,232	11,379	11,525	11,671	11,818	11,964	12,696	1,463
Residential Trips	64,962	65,479	65,996	66,514	67,031	67,548	70,135	5,173
Industrial Trips	2,830	2,830	2,830	2,830	2,830	2,830	2,830	0
Commercial Trips	17,196	17,224	17,252	17,280	17,308	17,336	18,487	1,290
Office & Other Trips	8,535	8,584	8,634	8,683	8,732	8,782	8,823	288
Institutional Trips	8,698	8,719	8,740	8,761	8,782	8,803	8,883	185
Nonresidential Trips	37,259	37,357	37,456	37,554	37,653	37,751	39,023	1,764
Total Vehicle Trips	102,221	102,836	103,452	104,068	104,684	105,299	109,158	6,937
VMT	454,567	457,641	460,714	463,787	466,861	469,934	486,776	32,209
Lane Miles	55.60	55.98	56.36	56.73	57.11	57.48	59.54	3.94

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Street Improvements – Plan-Based

Fountain Hills plans to expand Shea Boulevard to serve future development. The Fountain Hills Public Works Department provided construction cost estimates of \$29,311,273 to construct 3.94 lane miles of Shea Boulevard. The eligible cost of \$8,793,382 excludes the 70 percent Maricopa Association of Governments (MAG) share of funding.

Figure S8: Cost Factors

Shea Blvd Widening	Miles	Lanes	Lane Miles	Total Cost	MAG Funding	Eligible Cost
Palisades to FH Blvd	0.94	1	0.94	\$6,276,218	\$4,393,353	\$1,882,865
FH Blvd to Technology Dr	1.50	2	3.00	\$23,035,055	\$16,124,539	\$6,910,517
Total	2.44		3.94	\$29,311,273	\$20,517,891	\$8,793,382

Source: Fountain Hills Public Works Department

As shown below, the analysis includes a credit of \$900,000 for the May 2025 street facilities development fee fund balance. The adjusted cost of street improvements is \$7,893,382, and the adjusted cost per lane mile is \$2,003,396. The planned level of service is 1.2232 lane miles per 10,000 VMT (59.54 lane miles / (486,776 VMT / 10,000)). For street improvements, the cost is \$245.06 per VMT (59.4 lane miles / 486,776 VMT X \$2,003,396 per lane mile).

Figure S9: Planned Level of Service

Cost Factors	
Eligible Cost	\$8,793,382
May 2025 Fund Balance	(\$900,000)
Adjusted Cost	\$7,893,382
Lane Miles	3.94
Adjusted Cost per Lane Mile	\$2,003,396

Level-of-Service (LOS) Standards	
Adjusted Lane Miles	59.54
2035 VMT	486,776
Lane Miles per 10,000 VMT	1.2232
Cost per VMT	\$245.06

Source: Fountain Hills Public Works Department

Development Fee Report – Plan-Based

The 2025 cost to prepare the Street Facilities IIP and related development fee report equals \$21,350. Fountain Hills plans to update its report every five years, so the 10-year cost is \$42,700. Based on the 10-year cost, proportionate share, and 10-year projections of future development from the *Land Use Assumptions* document, the cost per service unit is \$1.33 per VMT.

Figure S10: IIP and Development Fee Report

Necessary Public Service	2025 Study Update	10-Year Cost (2 Updates)	Proportionate Share		Service Unit	10-Year Change	Cost per Service Unit
Fire	\$21,300	\$42,600	Residential	80%	Population	2,462	\$13.84
			Nonresidential	20%	Jobs	447	\$19.04
Parks and Recreational	\$21,300	\$42,600	Residential	98%	Population	2,462	\$16.96
			Nonresidential	2%	Jobs	447	\$1.90
Street	\$21,350	\$42,700	All Development	100%	VMT	32,209	\$1.33
Total	\$63,950	\$127,900					

STREET FACILITIES DEVELOPMENT FEES

Construction Sales Tax Credit/Offset

The analysis does not include a revenue credit/offset, because Fountain Hills' construction sales tax rate equals the amount of the sales tax rate imposed on the majority of other sales tax classifications. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Street Facilities Development Fees

Figure S11 includes infrastructure components and cost factors for street facilities development fees. The cost per service unit is \$246.39 per VMT.

Residential development fees are calculated per housing unit and vary proportionately according to the amount of VMT. For a single-family unit, the fee of \$6,997 is calculated using a cost of \$246.39 per VMT multiplied by 28.40 VMT per unit.

Nonresidential development fees are calculated per development unit and vary proportionately according to the amount of VMT. For commercial development, the fee of \$6,719 per development unit (1,000 square feet) is calculated using a cost of \$246.39 per VMT multiplied by 27.27 VMT per development unit.

Figure S11: Street Facilities Development Fees

Fee Component	Cost per VMT
Street Improvements	\$245.06
Development Fee Report	\$1.33
Total	\$246.39

Residential Fees per Development Unit					
Development Type	Development Unit	VMT per Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	Housing Unit	28.40	\$6,997	\$1,935	\$5,062
Multi-Family	Housing Unit	13.76	\$3,390	\$964	\$2,426

Nonresidential Fees per Development Unit					
Development Type	Development Unit	VMT per Unit ¹	Proposed Fees	Current Fees	Difference
Industrial	1,000 Sq Ft	8.26	\$2,035	\$630	\$1,405
Commercial	1,000 Sq Ft	27.27	\$6,719	\$2,860	\$3,859
Office & Other Services	1,000 Sq Ft	18.39	\$4,531	\$1,240	\$3,291
Institutional	1,000 Sq Ft	33.12	\$8,160	\$2,480	\$5,680

1. See Land Use Assumptions

STREET FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure S12 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$7,913,117 and projected expenditures equal \$7,936,010.

Figure S12: Street Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Street Improvements	\$7,893,310	\$0	\$7,893,310
Development Fee Report	\$42,700	\$0	\$42,700
Total	\$7,936,010	\$0	\$7,936,010

		Single Family \$6,997 per unit	Multi-Family \$3,390 per unit	Industrial \$2,035 per 1,000 sq ft	Commercial \$6,719 per 1,000 sq ft	Office & Other \$4,531 per 1,000 sq ft	Institutional \$8,160 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2025	10,138	4,375	1,162	1,408	1,575	770
Year 1	2026	10,208	4,432	1,162	1,410	1,584	772
Year 2	2027	10,278	4,489	1,162	1,413	1,593	774
Year 3	2028	10,348	4,546	1,162	1,415	1,602	776
Year 4	2029	10,418	4,603	1,162	1,417	1,611	778
Year 5	2030	10,488	4,660	1,162	1,419	1,620	779
Year 6	2031	10,558	4,717	1,162	1,438	1,622	781
Year 7	2032	10,628	4,774	1,162	1,457	1,623	782
Year 8	2033	10,698	4,831	1,162	1,476	1,625	784
Year 9	2034	10,768	4,888	1,162	1,495	1,626	785
Year 10	2035	10,838	4,945	1,162	1,514	1,628	786
10-Year Increase		700	570	0	106	53	16
Projected Revenue		\$4,897,900	\$1,932,300	\$0	\$712,214	\$240,143	\$130,560

Projected Fee Revenue	\$7,913,117
Total Expenditures	\$7,936,010

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

“A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.”

ARS § 9-463.05(B)(12) states,

“The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.”

REVENUE PROJECTIONS

Fountain Hills does not have a higher-than-normal construction excise tax rate; therefore, the required offset described above is not applicable. Shown in Figure A1, Fountain Hills provided the required forecast of non-development fee revenue from identified sources that can be attributed to future development over a period of five years. Fountain Hills directs the revenues shown below to non-development fee eligible operations and capital needs including maintenance, repair, and replacement.

Figure A1: Revenue Projections

Projected Revenue	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30
Intergovernmental Revenue	\$8,337,654	\$8,504,407	\$8,674,495	\$8,847,985	\$9,024,945
Licenses, Permits & Fees	\$1,637,398	\$1,686,520	\$1,737,116	\$1,789,229	\$1,842,906
Building Permit Revenue	\$712,740	\$734,122	\$756,146	\$778,830	\$802,195
Local Sales Taxes	\$16,500,234	\$17,160,243	\$17,589,249	\$18,028,981	\$18,479,705
Total	\$27,188,026	\$28,085,293	\$28,757,006	\$29,445,025	\$30,149,751

Source: Town of Fountain Hills 2026-2030 Revenue Projections

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona's development fee enabling legislation, "a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan" (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the analysis allocates the cost of two updates to the projected increase in service units during 10-year study period (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience".

Figure B1: Cost of Professional Services

Necessary Public Service	2025 Study Update	10-Year Cost (2 Updates)	Proportionate Share		Service Unit	10-Year Change	Cost per Service Unit
Fire	\$21,300	\$42,600	Residential	80%	Population	2,462	\$13.84
			Nonresidential	20%	Jobs	447	\$19.04
Parks and Recreational	\$21,300	\$42,600	Residential	98%	Population	2,462	\$16.96
			Nonresidential	2%	Jobs	447	\$1.90
Street	\$21,350	\$42,700	All Development	100%	VMT	32,209	\$1.33
Total	\$63,950	\$127,900					

APPENDIX C: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

The residential development categories shown below are based on data from the U.S. Census Bureau, American Community Survey. Development fees will be assessed to all new residential units. One-time development fees are determined by site capacity (i.e., number of residential units).

Single Family: includes fully detached, semi-detached (semi-attached, side-by-side), row house, townhouse, and mobile home units. In the case of attached units, each must be separated from the adjacent unit by a ground-to-roof wall in order to be classified as a single-family structure. Also, these units must not share heating/air-conditioning systems or utilities.

Multi-Family: includes residential buildings containing units built one on top of another and those built side-by-side which do not have a ground-to-roof wall and/or have common facilities (i.e., attic, basement, heating plant, plumbing, etc.). This also includes boats, RVs, vans, etc., occupied as a housing unit or units that do not fit into the other categories.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, hotels, and motels.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Institutional: Establishments including public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Institutional* includes schools, universities, churches, daycare facilities, and government buildings.

Office & Other Services: Establishments providing management, administrative, professional, or business services; personal and health care services. By way of example, *Office & Other Services* includes banks, business offices, assisted living facilities, nursing homes, hospitals, medical offices, and veterinarian clinics.

January 20, 2026

Final Development Impact Fees

Paul Solding, Chief Financial Officer



Final Development Impact Fees Schedule



Final Development Impact Fees

Figure 5: Staff Proposed Development Fees

Residential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Alternative Fees
Single Family	Housing Unit	\$1,303	\$4,014	\$3,499	\$8,816
Multi-Family	Housing Unit	\$923	\$2,844	\$1,695	\$5,462

Nonresidential Fees per Development Unit					
Development Type	Development Unit	Fire	Parks & Recreational	Street	Alternative Fees
Industrial	1,000 Sq Ft	\$862	\$215	\$1,018	\$2,095
Commercial	1,000 Sq Ft	\$1,164	\$291	\$3,360	\$4,815
Office & Other Services	1,000 Sq Ft	\$1,790	\$447	\$2,266	\$4,503
Institutional	1,000 Sq Ft	\$511	\$128	\$4,080	\$4,719

4/6/2026: New Development Impact Fees go into effect, if approved by Council tonight

Questions? Public Comments



**FOUNTAIN
HILLS**





TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Community Services
Prepared by: Kevin Snipes, Community Services Director
Staff Contact Information: Phone: 480-816-5178
Email: ksnipes@fountainhillsaz.gov

Request to Town Council Regular Meeting (Agenda Language)

CONSIDERATION AND POSSIBLE ACTION: Regarding the Noon Kiwanis Desert Vista Beginner Bike Park Agreement and Project

Staff Summary (background)

Background and Project Overview

Approximately three to four years ago, the Noon Kiwanis Club approached Town staff regarding a potential partnership to develop a beginner bike park designed for children learning to ride. Since that time, staff have worked collaboratively with the Noon Kiwanis Club to identify a suitable location. Desert Vista Park was ultimately selected, adjacent to the existing skate park and pump track constructed in recent years.

This location provides an ideal progression area where young riders can develop fundamental bicycling skills before advancing to the more complex skate park and pump track features. The Noon Kiwanis Club has raised approximately \$100,000 toward the project to date, with additional fundraising ongoing. Staff recommend matching these donated funds to create a bike park that accommodates riders of varying skill levels and further establishes Desert Vista Park as a destination for skill development and active recreation.

The existing skate park and pump track have experienced strong and growing usage, and the proposed beginner bike park would build upon the success of these facilities while expanding recreational opportunities for younger and less experienced riders.

Project Delivery and Timing

To maximize cost efficiency, staff have been coordinating with American Ramp Company (ARC), the contractor that constructed the existing skate park and pump track, to secure 2025 pricing for the beginner bike park project. Council approval at this time would allow the Town to take advantage of this pricing, resulting in anticipated savings of several thousand dollars.

Upon approval, staff will work with ARC to finalize design details and order materials. Construction is anticipated to begin in late spring and may extend into FY2027 if necessary.

Partnership and Project Oversight

Following Council approval, the Noon Kiwanis Club will formally donate its fundraising proceeds to the Town, with funds restricted for use solely on the beginner bike park project.

Town staff will be responsible for project administration and oversight from design through construction, coordinating closely with both ARC and the Noon Kiwanis Club throughout the process.

Council Action Requested

Staff request Council approval of matching funds, not to exceed \$100,000, to be combined with the Noon Kiwanis Club's \$100,000+ donation. Approval will authorize the Town to proceed with funding transfers, execute contracts, and move the project forward utilizing secured 2025 pricing.

Fiscal Impact and Budgetary Considerations

Approval of this item authorizes the Town to provide matching funds in an amount not to exceed \$100,000 to support construction of the beginner bike park at Desert Vista Park. The Town's contribution will be matched by a \$100,000+ donation from the Noon Kiwanis Club, resulting in a total project budget of approximately \$200,000 or more.

Because the project is supported by restricted private donations, it will be administered in a manner similar to a grant-funded project. As such, expenditures will be managed through the Town's Special Revenue Fund, which is used for funds restricted to specific purposes.

Sufficient funds are available within the Capital Projects Fund to accommodate the Town's matching portion. Upon receipt of the Noon Kiwanis Club donation, staff will transfer the Town's matching contribution from the Capital Projects Fund into the Special Revenue Fund. Both the donated funds and the Town's matching funds will then be expended directly from the Special Revenue Fund to complete the project.

Adequate budget contingency currently exists within the Special Revenue Fund to support the project in FY2026 and into FY2027, if necessary. No additional appropriations are anticipated at this time; however, staff will process a budget transfer if required to ensure successful project completion.

Alternatives Considered

1. Do Not Approve the Project

Council could elect not to approve the project. This option would eliminate the beginner bike park project and result in the loss of an added community amenity and the opportunity to leverage significant private fundraising contributions from the Noon Kiwanis Club.

2. Approve the Project Without Matching Funds

Council could approve the project without providing matching funds. Staff does not recommend approving the project without providing matching funds. This option would require a significant reduction in project scope which would negatively affect the location selected for the project or, more likely, postponement until additional funding is secured. Delaying the project would result in the loss of 2025 ARC pricing, reduced functionality, and a diminished overall benefit to the community, undermining the intended purpose and value of the facility and the location selected.

3. Approve the Project as Proposed (Staff Recommendation)

Approval of the project as proposed allows the Town to leverage private donations, utilize favorable 2025 construction pricing, and deliver a fully functional beginner bike park that expands recreational opportunities and builds upon the success of existing facilities at Desert Vista Park.

Related Ordinance, Policy or Guiding Principle

This additional facility follows the Community Services Master Plan.

Risk Analysis

The proposed beginner bike park will be located adjacent to the existing skate park and pump track. The facility is intended to provide a controlled, age-appropriate environment for novice riders to develop basic cycling skills before progressing to more advanced features. While the proximity of these amenities increases overall site activity, the risks associated with the beginner bike park are considered manageable and comparable to existing recreational facilities when appropriate design, operations, and safety measures are implemented.

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

Staff recommends approval of this project as a great example of a partnership build that will significantly add to the quality of facilities offered in our parks.

Suggested Motion

MOVE TO APPROVE Noon Kiwanis Desert Vista Beginner Bike Park Agreement and project with the Town's match not to exceed \$100,000 and all necessary funding/budget transfers and contracts associated with the project until completion.

FISCAL IMPACT

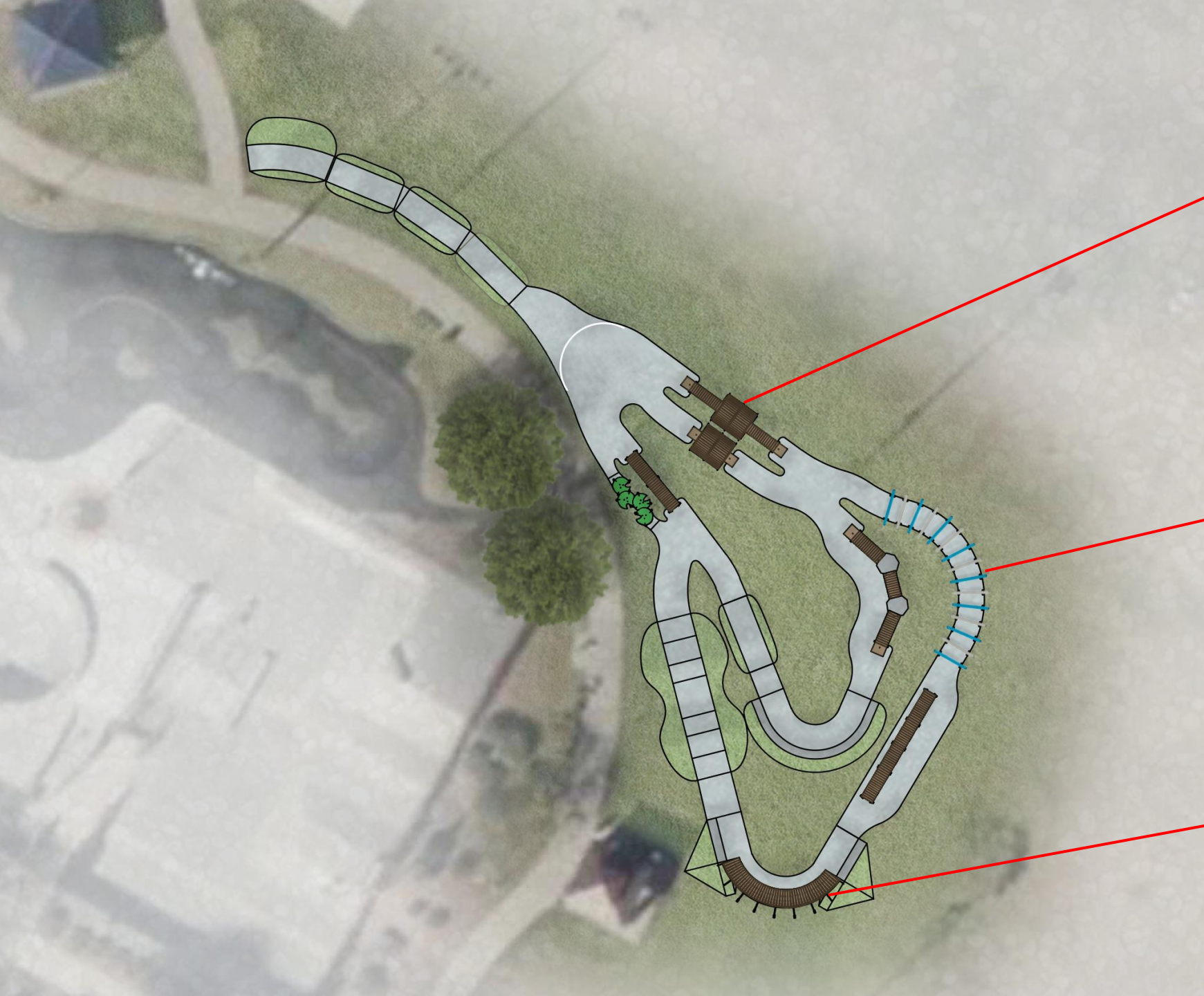
Fiscal Impact: Up to \$100,000 of Town's matching monies transferred from the Capital Projects Fund

Budget Reference: FY2026 and possibly carried over into FY2027

Funding Source: CIP funding transfer into Special Revenue Fund to complete project

ATTACHMENTS

- | | |
|----|--------------------------------|
| 1. | Layout with a couple call outs |
| 2. | Bike Park location |





N Tower Dr

Desert Vista

Judith A. Sievers, LMT



TOWN OF FOUNTAIN HILLS

STAFF REPORT

Meeting Date: 1/20/2026
Meeting Type: Town Council Regular Meeting
Submitting Department: Development Services
Prepared by: John Wesley, Development Services Director
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Request to Town Council Regular Meeting (Agenda Language)

DISCUSSION AND POSSIBLE DIRECTION: Regarding directing staff to begin the process of securing legal services to review the draft revisions to the Town's wireless communication towers and antennas ordinances and related documents.

Staff Summary (background)

As directed by the Town Council, the Planning Division has been reviewing all the Town ordinances and related documents associated with the provision of wireless telecommunication towers and antennas with the Planning and Zoning Commission. To date, the Commission has completed a first review and revisions to Chapter 17 of the Zoning Ordinance addressing all types of towers and antenna except small cell facilities located in Town rights of way. The Commission is now beginning to review the documents associated with small cell facilities in the rights of way.

The subject matter for these ordinances and related documents is very technical and involve legal parameters established at the national and state level as well as through the courts. In order to complete this project, it may be helpful to have a third party technical consultant available to review the draft documents prepared by staff and the Planning Commission and/or help complete the drafting of the documents.

Staff is hopeful that work on the small cell portion of the project can be completed over the next three to four months. If the Council agrees that hiring a consultant to help complete this work is beneficial, it would be good to receive that direction at this time, so the procurement process is completed by the time the documents are ready for review.

Staff is seeking direction on the following questions:

- Does the Council desire to have staff solicit for professional services to assist with the finalization of this project?
- If the Council does want staff to hire a consultant, are there any parameters the Council wants to place on the consultant to be considered?
- If the Council does want staff to hire a consultant, would the Council prefer to direct staff to complete the process administratively or return for council interview and contract approval?

Related Ordinance, Policy or Guiding Principle

N/A

Risk Analysis

N/A

Recommendation(s) by Board(s) or Commission(s)

N/A

Staff Recommendation(s)

MOVE TO direct staff to begin the process of soliciting for a consultant to assist with the finalization of revised wireless communication ordinances and associated documents.

Suggested Motion

MOVE TO direct staff to begin the process of soliciting for a consultant to assist with the finalization of revised wireless communication ordinances and associated documents.

FISCAL IMPACT

Fiscal Impact: N/A

Budget Reference: FY2026 and possibly FY2027

Funding Source: General Fund

ATTACHMENTS

None