



City of Avondale

City Council Meeting

Tuesday, February 22, 2022

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Curtis Nielson, Council Member | Mike Pineda, Council Member

Gloria Solorio, Council Member

Administration

Cherlene Penilla, Acting City Manager

Tracy Stevens, Deputy City Manager | Lindsey Duncan, Deputy City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323



City Council Meeting Notice & Agenda Tuesday, February 22, 2022

CITY COUNCIL CHAMBERS | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should complete a Request to Speak online at www.avondaleaz.gov/RequestToSpeak prior to the start of the meeting.

REGULAR MEETING

6:00 PM

CALL TO ORDER BY MAYOR PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES (Time is limited per person. Please state your name.)

3. PRESENTATION ITEMS

a. PROCLAMATION - JUNETEENTH DAY OF OBSERVANCE

City Council will present a Proclamation recognizing Juneteenth Day of Observance.

4. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. MINUTES

City Council will consider a request to approve the January 10, 2022 City Council meeting minutes. The Council will take appropriate action.

b. LIQUOR LICENSE - SERIES 12 (RESTAURANT) AND SERIES 7 (BEER & WINE BAR) - TAP 2

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of: (a) an application for a Series 12 (Restaurant) Liquor License; (b) an application for a Series 7 (Beer and Wine Bar) submitted by David Oscar Quintana for the sale of alcohol at TAP 2, located at 745 North 114th Avenue, #101 in Avondale; and (c) authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

c. BUDGET AMENDMENT-LITTLETON ELEMENTARY SCHOOL HAWK INSTALLATION PROJECT

City Council will consider a request to authorize a budget amendment in the amount of \$280,000 from the Unanticipated Revenue line item for the Littleton Elementary School HAWK (High Intensity Activated Cross Walk) installation Project in Development and Engineering Services, and authorize administrative award authority for the project. The Council will take appropriate action.

d. ARIZONA COMPLETE HEALTH FINANCIAL AGREEMENT AMENDMENT

City Council will consider a request to approve the Financial Assistance Agreement with Arizona Complete Health Arizona, Inc. (AzCH) to receive funds for sustainability and enhancement of the operation of the Arizona Complete Health Avondale Resource Center in the amount of \$340,429.63 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1012-0222 - CONTRACT WITH HEINFELD, MEECH & CO., P.C. TO PROVIDE FINANCIAL AUDITING SERVICES.

City Council will consider a request to adopt Resolution 1012-0222 authorizing Heinfeld, Meech & Co., P.C. to provide financial auditing and consulting services to the City and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 1013-0222 - INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF GILBERT FOR LAW ENFORCEMENT TRAINING

City Council will consider a request to adopt Resolution 1013-0222, authorizing an Intergovernmental Agreement with the Town of Gilbert to utilize their sworn basic training academy for the training of new police recruits and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1014-0222 - TITLE VI IMPLEMENTATION PLAN RELATING TO PUBLIC TRANSPORTATION SERVICES

City Council will consider a request to adopt Resolution 1014-0222, adopting the City of Avondale Title VI Implementation Plan relating to public transportation in order to ensure compliance with the applicable requirements and be entitled to receive federal funds for the transit program; the Title VI Implementation Plan will continue to provide the community with access to transit and transit amenities without regard to race, color, or national origin and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 2009-0222 – SALE OF REAL PROPERTY LOCATED WEST OF THE SOUTHWEST CORNER OF FAIRWAY DRIVE AND VAN BUREN STREET

City Council will consider a request to adopt Ordinance 2009-0222, authorizing the sale of approximately 265,234 square feet of real property located west of the southwest corner of Fairway Drive and Van Buren Street, Assessor Parcel Number 500-27-014, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. ORDINANCE 2010-0222 - AMENDING SECTIONS OF CITY CODE, RELATING TO DUTIES OF THE CITY ATTORNEY

City Council will consider a request to adopt Ordinance 2010-0222, approving changes to the City Code related to the duties of the City Attorney and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. ORDINANCE 2011-0222 - AMENDING CHAPTER 23, ARTICLE I AND ARTICLE II OF THE CITY CODE RELATING TO TRAFFIC

City Council will consider a request to adopt Ordinance 2011-0222, amending City Code Chapter 23, Traffic, Sections 23-10 (Use of vehicle upon private property) and 23-64.1 (Unpaved areas) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. **RESOLUTION 1015-0222 - AMENDMENT TO THE PERSONNEL POLICIES AND PROCEDURES FOR CHAPTER 6 EMPLOYEE BENEFITS - HOLIDAY LEAVE**

City Council will consider a request to adopt Resolution 1015-0222, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 6 Employee Benefits as it relates to holiday leave, and authorize the City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. **PUBLIC HEARING AND ORDINANCE 2012-0222 - QUIKTRIP - REZONING FROM AG TO C-3 - APPLICATION PL-20-0031**

City Council will hold a public hearing and consider a request to adopt Ordinance 2012-0222, approving a request by Tim Reardon, MCR Companies, on behalf of property owner FER Properties, to rezone approximately 7.37 gross acres of land located at the southwest corner of McDowell Road and 107th Avenue from Agricultural (AG) to Freeway Commercial (C-3). The Freeway Commercial zone accommodates a range of commercial uses including office, medical, hospitality, retail, and restaurants that serve a community-wide to regional trade area along freeway corridors. There is an accompanying Conditional Use Permit request that is contingent upon City Council approval of the rezoning request described above. The rezoning request applies to 7.37 gross acres inclusive of the 5.74 net acre. The Council will take appropriate action.

c. **PUBLIC HEARING - QUIKTRIP - CONDITIONAL USE PERMIT - APPLICATION PL-20-0073**

City Council will hold a public hearing and consider a request by Tim Reardon, MCR Companies, on behalf of property owner FER Properties, for approval of a Conditional Use Permit (CUP) to allow for a gas station with a convenience store. The subject property includes approximately 5.73 net acres of land located at the southwest corner of McDowell Road and 107th Avenue. There is a concurrent request to rezone the property from Agricultural (AG) to Freeway Commercial (C-3). City Council approval of a CUP is required for a gas station with a convenience store in the C-3 district. The CUP approval is contingent on Council approval of the rezoning request. The Council will take appropriate action.

d. **PUBLIC HEARING AND ORDINANCE 2013-0222 - M&P TRANSPORT COMPANY – REZONE – APPLICATION PL-21-0131**

City Council will hold a public hearing and consider a request to adopt Ordinance 2013-0222, approving a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of the property Galaxy II Land LLC, to Rezone approximately 27.6 acres generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1). The proposed M&P Transport Company project will allow for pneumatic trailers that are dispatched to deliver construction materials such as cement, fly ash, and lime. A Conditional Use Permit in conjunction with this request for the operation of a truck and trailer fueling, dispatch and weighing station as part of its overall business operations on the 27.6-acre subject property is being processed under a separate application. The Council will take appropriate action.

e. **PUBLIC HEARING – M&P TRANSPORT COMPANY – CONDITIONAL USE PERMIT – APPLICATION PL-21-0132**

City Council will hold a public hearing and consider a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of the property Galaxy II Land LLC, for approval of a Conditional Use Permit to allow for the operation of a truck and trailer fueling, dispatch and weighing station as part of its overall business operations on a 27.6-acre property generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road. The Council will take appropriate action.

6. ADJOURNMENT

WORK SESSION
Convene immediately following the Regular Meeting

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. AVONDALE AQUATIC CENTER UPDATE – DESIGN PRESENTATION AND BUDGET UPDATE

City Council will receive an update from Parks and Recreation staff on the Avondale Aquatic Center, including current design and budget status. This item is for discussion only.

3. AVONDALE’S PUBLIC TRANSIT PROGRAM UPDATE

City Council will receive an update from Public Works staff on the current status of Avondale’s Public Transit program and proposed changes that were presented to Council and discussed previously on November 1, 2021. This item is for discussion only.

4. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por video. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT: Proclamation - Juneteenth Day of Observance

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Callie McGraw, Interim Human Resources Director, (623) 333-2227

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will present a Proclamation recognizing Juneteenth Day of Observance.

BACKGROUND:

June 19th was officially declared an Arizona State holiday when Governor Doug Ducey signed HB2226 into law on March 17, 2016, and as a Federal holiday by President Joe Biden on June 18, 2021.

Juneteenth was first recognized by enslaved Black Americans in Galveston, Texas on June 19, 1865, as the date on which word was finally received that they were free from bondage, more than 2 years after President Lincoln signed the Emancipation Proclamation. As those who were formerly enslaved were recognized for the first time as citizens, Black Americans came to commemorate Juneteenth with celebrations across the country, building new lives and a new tradition that we honor today. Juneteenth is a day that should be recognized by all Americans, Arizonans, and Avondale residents as a celebration of freedom.

On Juneteenth, we recommit ourselves to the work of equity, equality, and justice as we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility. That work has been led throughout our history by abolitionists and educators, civil rights advocates and lawyers, courageous activists and trade unionists, public officials, and everyday Americans who have helped make real the ideals of our founding documents for all. Recognizing Juneteenth as a holiday in Avondale is one significant step amongst many in our seventy-five year history which commits the City to eradicate racism.

As Juneteenth falls on a Sunday in 2022, the following Monday, June 20, 2022, will be designated as a holiday on which City offices will be closed to the public. Avondale Chapter 6 Employee Benefits will be amended to add the new holiday of Juneteenth to our list of holidays, and Avondale employees will receive an additional 8 hours in their holiday bank, bringing the total number of holiday hours for full-time employees from 88 hours to 96 hours per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays.

DISCUSSION:

As part of the Regular Agenda, City Council will be asked to adopt a Resolution officially recognizing

Juneteenth Day as a municipal holiday.

BUDGET IMPACT:

If the Resolution, which is on the regular agenda, the budget impact will be additional holiday compensation and shift differential pay for those who work on the holiday.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: n/a



Aspiring. Achieving. Accelerating.

PROCLAMATION

Juneteenth

February 22, 2022

Whereas, on January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation granting freedom to all those who were enslaved; and

Whereas, the news of freedom did not become an immediate reality for the enslaved people of Texas; and

Whereas, on June 19, 1865, over two years after President Lincoln signed the Emancipation Proclamation, enslaved Americans in Galveston, Texas, finally received word that they were free from bondage; and

Whereas, those who were formerly enslaved were recognized for the first time as citizens, and Black Americans came to commemorate June 19 as Juneteenth with celebrations across the country, building new lives and a new tradition that we honor today; and

Whereas, on Juneteenth, we recommit ourselves to the work of equity, equality, and justice as we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility; and

Whereas, on March 17, 2016, Governor Doug Ducey signed HB2226, sponsored by Representative Reginald Bolding, recognizing June 19 as Juneteenth Day in Arizona and making Arizona the 45th State to recognize Juneteenth as a State holiday; and

Whereas, Avondale will officially recognize June 19 as the Juneteenth holiday as of February 22, 2022, which represents one significant step amongst many in our 75-year history which commits the City to eradicate racism.

NOW, THEREFORE, the Mayor and Council of the City of Avondale, Arizona, do hereby proclaim June 19 as:

JUNETEENTH

NOW THEREFORE BE IT RESOLVED, that all Avondale residents are encouraged to reflect upon the value of freedom and join in Juneteenth celebrations across the valley.

Mayor Weise

Council Member Nielson

Vice Mayor Malone

Council Member Pineda

Council Member Conde

Council Member Solorio

Council Member Kilgore

ATTEST:

Marcella Carrillo, City Clerk

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. The approval of this agenda item provides residents with access to a previous meeting's minutes, which includes a summary of the meeting. The minutes are posted online where residents can access and read the summary. The minutes provide another outlet for residents to connect with the City Council.

PURPOSE:

City Council will consider a request to approve the January 10, 2022 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the January 10, 2022 City Council meeting minutes.

Contact person for document distribution: Citlaly Salas

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ARIZONA COMPLETE HEALTH AVONDALE RESOURCE CENTER
January 10, 2022

A **Budget Retreat** of the City Council of the City of Avondale, Arizona was convened at 995 East Riley Drive in open and public session at 4:10 p.m.

Members Present: Mayor Kenn Weise; Vice Mayor Veronica Malone; Council Members Tina Conde, Curtis Nielson, and Mike Pineda.

Members Absent (Excused Absence): Council Member Bryan Kilgore.

Other Municipal Officials Present: Cherlene Penilla, Acting City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Cheryl Carrasco, Human Resources Assistant Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Memo Espinoza, Police Chief; Joel Evans, Facilities Director; Keith Fallstrom, Interim Finance and Budget Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Callie McGraw, Interim Human Resource Director; James Milanese, City Projects Administrator; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Public Safety Chief; Jodie Novak, Assistant Director of Development and Engineering Services; Marshall Pimentel, Intergovernmental Affairs Administrator; Kathy Reyes, Benefits Program Manager; Abril Ruiz-Ortega, Court Administrator; Torin Sadow, Management Analyst; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Note: Callie McGraw, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; and Marshall Pimentel, Intergovernmental Affairs Administrator joined the meeting virtually.

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. COUNCIL BUDGET DISCUSSION

Staff presented an update on the City's financials, the current economy, capital improvement projects, self-funded employee benefits/insurance, employment statistics, and department needs for Fiscal Year 2023.

- Financial Review and Economic Update

Keith Fallstrom, Interim Finance and Budget Director, provided an overview of the City's financial revenues and budget over the past several years. Over the past five years, revenue has increased by more than \$20 million, with expenses also trending upwards. Uses have been below revenue and the Fund balance has been growing. For Fiscal Year

2022, uses are budgeted to exceed sources, but this is largely due to the number of one-time capital projects. It is forecasted that the monies will be spent this year; however, some may be carryforward into the next year. Staff levels have increased by over 200 employees since 2018 and a brief breakdown of department growth was provided.

In response to a question by Vice Mayor Malone, Mr. Fallstrom provided additional details on the changes in the positions.

The overall revenue estimate for 2021 was \$94.6 million with the actual total at \$101.7 million for a difference of \$7.1 million for general government revenues. The expenditure estimate for 2021 was \$84.3 million with the actual total at \$75 million for a difference of \$9.3 million. It was estimated that the City would spend more for one-time capital projects, but these were not spent and will be carried over. The fund balance was estimated to end at \$57.3 million; however, the actual ending balance was \$75.6 million, for a difference of \$18.3 million. Due to budget adjustments, much of this has been spent. For Fiscal Year 2022, the City added \$13.3 million in supplementals. An overview of the specific amounts was provided.

For Fiscal Year 2021 year to date through November, the City collected \$33.7 million in revenue, most from sales tax and state shared revenue. The budget forecasted collection of \$31.6 million. For Fiscal Year 2022 year-to-date, the City has collected \$35.8 million. This exceeds last year by 6 percent and exceeds the budget forecast by 13 percent.

In response to a question from Vice Mayor Malone, Mr. Fallstrom provided an overview of how the City spent CARES Act funding received from the federal government in the amount of approximately \$9 million, which was used to fund salaries for public safety. American Rescue Plan funds to the City totaled approximately \$18.2 million. Council has approved allocation of a portion of these dollars. Plans for spending the remainder will be part of the budget process.

Mr. Fallstrom gave an overview of retail sales in the City with the totals exceeding last year's totals as well as the forecasted totals. The budget was for \$20.3 million in sales tax and actuals received totaled \$23.7 million. The Fiscal Year 2022 expenditure budget is \$143.7 million and through December 2021, \$39.2 million has been expended. For Fiscal Year 2022, the budget has already been adjusted to add 25 additional positions. The City has funded the Aquatic Center, BLVD commercial building, replenished the Economic Opportunities Fund and funded bridge housing.

In response to a question from Council Member Nielson, Mr. Fallstrom stated that when inflation causes an increase in project costs, these are brought back to Council for review and budget increases at Council's discretion.

Mr. Fallstrom noted that the City is utilizing portions of its fund balance; however, is not dipping into its reserve, which is the 35 percent stabilization level. Very little debt has been issued to fund one-time projects. A review of recent bond sales was provided, with a very strong all-in rate of 2.16 percent. The City has received a AAA rating from Fitch

Ratings and an AA1 rating from Moody's, which are both upgrades reflecting the City's strong financial position.

Robert Baer, Budget Manager, provided a report on economic indicators, including a review summary of the Federal response to the coronavirus infectious disease (COVID-19). The City has felt supply chain issues due to labor shortages, inflation, construction cost increases. There has been a tapering of federal support and there will be an impact on state flat tax. Personal income levels, home prices, employment, inflation and tourism levels for Arizona were discussed. Unemployment claims are down 71.7% from last year, hourly wages rose 2.9% annualized growth in October 2021, and inflation for the United States is at 6.9% annualized over the past month which is the highest level seen in the past 40 years.

In response to a question by Mayor Weise regarding predictions of the future economy, Mr. Baer noted there are items that bare caution that the Finance and Budget Department will continue to monitor.

Mayor Weise spoke about the possibility of income tax changes in the future.

Council Member Nielson spoke about concerns with the current labor shortages and the impact of staffing of the City aquatics center and businesses within The BLVD.

- Capital Improvement Update

James Milanese, City Projects Administrator, provided an overview of high impact projects in the CIP within six functional areas: Civic Center Campus; BLVD Plan Area; Public Safety; Parks/Neighborhood & Family Services; Streets and Utilities. The Civic Center Campus consists of nine projects with a budget of \$34.4 million. A timeline for completion of the Visitor and Conference Center was provided. An update was given on several additional projects, including: Raceway tenant improvements; Civic Center wayfinding signage and Civic Center marquee sign.

Council Member Nielson suggested consideration for "Welcome to Avondale" signs in appropriate locations in the City. Jodie Novak, Assistant Director of Development and Engineering Services, stated that the Development and Engineering Services has a wayfinding sign plan and such signs is a current topic for team discussion.

Mayor Weise requested an update on the City sign plan in the near future.

Mr. Milanese continued with project updates, including: Plaza and Streetscape at City Hall and City Hall tenant improvements and schedule.

In response to a question by Mayor Weise, Joel Evans, Facilities Director, stated improvements to City Hall include interior paint and furniture upgrades. The furniture installation will be contracted out and the paint will be completed by City staff.

In response to a question by Vice Mayor Malone, Mr. Evans stated City Hall cubicle furniture is being replaced and should be delivered in a timely fashion.

In response to a question by Council Member Conde, Mr. Evans stated the breakroom and conference room improvements are scheduled in a future Capital Improvement Projects budget.

In response to a question by Vice Mayor Malone, Mr. Evans stated technology in the conference rooms was recently updated.

Mr. Milanese continued with project updates, including: Aquatic Center; Civic Center Park; City Court Lobby; BLVD Water features, BLVD parking garage, BLVD marquee sign, and BLVD sand volleyball courts.

In response to a question by Vice Mayor Malone, Mr. Milanese stated the BLVD marquee sign can advertise City events, but staff are currently working through a use policy as the sign will be used for private use as well.

Mayor Weise opinioned that sand volleyball courts add value to youth sports.

In response to a question by Vice Mayor Malone, Bryan Hughes, Parks and Recreation Director, stated staff believe they can use the space for sports programming.

Mr. Milanese continued with project updates, including: Fire Station 175, police/detention substation, Fire Station 171, and Fire Station 172 parking improvements.

Mr. Milanese continued with project updates, including: Bridge housing, Alamar Park, Donnie Hale Park, Community Center repurposing, Agua Fria Wetlands Park.

In response to a question from City Council, Chris Lopez, Neighborhood and Family Services Director, stated the bridge housing project will consist of small housing structures built on permanent foundations. Families in transition will be provided with housing for six-to twelve-months, while permanent housing solutions are identified. Mr. Lopez spoke about the residents being on a sliding scale for income qualifications. The homes will be 600 square feet in size.

Mr. Milanese continued with street project updates, including: 119th Avenue and McDowell, 119th Avenue extension, expansion of Avondale BLVD from McDowell to Encanto, Avondale Blvd., Phase 2 landscaping, 107th Avenue & McDowell widening, Old Town roadway and utilities improvement.

Mr. Milanese continued with Public Works project updates; BLVD well and transmission line, 10th Street Lift Station improvements, distribution pressure improvement projects, and Dysart Road sewer replacement from Riley to Coral.

Mr. Milanese provided a list of upcoming projects and an overview of the CIP timeline.

Vice Mayor Malone inquired about availability of funding the CIP projects listed. Mr. Milanese stated that the funding is present; however, projects that are years out will have to be reevaluated for funding on a yearly basis.

Vice Mayor Malone stressed the importance of completing installation of the traffic signal on Avondale Boulevard and Lower Buckeye. Ms. Novak stated that the traffic signal for all four corners is currently in design with hopes to begin the project in fall 2022.

Mayor Weise commented that the chambers remodel is not a priority for the Council.

Vice Mayor Malone said that she would like to see ad hoc signage from 119th and McDowell Road relocated near the Littleton Elementary School near on Avondale Boulevard and MC85.

In response to a question from Council Member Nielson, Mr. Milanese acknowledged that there has been an overall reduction in the number of contractors responding to project RFPs, likely due to labor shortages; however, submittals are still being received. There are more challenges with smaller subcontractors who may temporarily lose swaths of staffing due to COVID-19 infections.

City Council recessed the Budget Retreat at 5:23 p.m. and reconvened at 5:45 p.m.

- Self-Funded Employee Benefits/Insurance

Kathy Reyes, Benefits Program Manager, reviewed that in July 2021, the City worked with the Arizona Metropolitan Trust to create the City of Avondale Employee Benefit Trust. With this change, Mayo Clinic has been added to the network. Flex spending limits were raised to \$2,750. Arizona Blue Care Anywhere replaced the previous telemedicine program. A 24-hour nurse line is available through Blue Cross Blue Shield of Arizona. An overview of the employee benefit trust demographics was provided.

Mr. Fallstrom stated that while it is early in the year, currently year-to-date, contributions exceed expenses by \$835,000 through 12 pay periods. Claims typically do not come through the system for several months. For dental, contributions also exceed expenses; however, there is a claims lag in this area. The City will be using a consultant to assist in forecasting future expenditures.

- Employment Statistics

Cherlene Penilla, Acting City Manager, addressed the “Great Resignation,” which is the term given to the trend of employees quitting jobs in numbers never seen before. A total of 4.5 million Americans quit or changed jobs in November 2021. Projections indicate that the trend will continue in 2022. Over 50 percent of U.S. workers report that they will seek a new job in the coming year, 56 percent indicate that flexible hours and the ability to work remotely is a priority. The City recognizes this and attempts to provide the option where practicable.

The Society of Human Resources has provided insights based on surveys, which indicate that workers are frustrated with the lack of life balance and overworking. Approximately 55 percent of workers question the adequacy of their pay; 52 percent of those who remained in jobs were required to take on increased responsibilities without commensurate pay raise. Approximately 30 percent of employees stated they struggle to complete necessary work and 27 percent feel less loyalty towards their current employer. The largest age demographic of participation in the Great Resignation is workers aged 30 to 45, however younger workers saw a decrease in resignation rates.

Torin Sadow, Management Analyst, provided Avondale-specific statistics. Top five reasons for employee resignations include:

- Better opportunity
- Personal reasons
- Work conditions
- Supervisor
- Relocating

Full-time equivalent counts between 2021 and 2022 increased from 625.75 to 688.05 for a total of 728.05 FTEs. Employment application statistics per recruitment were reviewed. Employee turnover between 2017 and year-to-date is 9.57 percent with 2020 and 2021 rates being 11.67 and 11.69 percent, respectively. It is expected that the turnover rate for 2022 will be comparable to that of 2021. Once hired, Avondale employees spend an average of approximately seven years working for the City, which places Avondale three years higher than the national average of four years.

In preparation for the City's November 8, 2021 department director budget retreat, department directors were asked to fill out a survey to provide feedback as to how the City can improve retention of employees.

Five categories were identified in ranked order:

- In-person employee event
- Management communication and engagement
- Professional development and training
- Employee recognition and appreciation
- Realistic project deadlines

The department director budget retreat also included a focus discussion period. It was noted that employees often separate from the City for better opportunities and Avondale may be able to retain employees by providing a more flexible schedule, hybrid scheduling and work/life balance. The focus group indicated that providing professional development and training opportunities and goal setting would help better engage the City's workforce. More in-person employee engagement events will also assist with engagement.

Vice Mayor Malone asked whether employees will continue to be offered remote work options. Ms. Penilla confirmed that such opportunities will be available but will be left to

the direction of department directors, who are in the best position to determine which positions are most suited for remote work.

Vice Mayor Malone asked for clarification of the term “better opportunity,” as the common explanation given by employees leaving City employment. Ms. Penilla stated that surrounding cities are competing for staff. Workers are always looking for opportunities for advancement. Avondale does pay higher than the County and the State. Surrounding cities are offering sign-on bonuses for difficult to hire positions. Thus far, Avondale has done a good job attracting personnel and has not had to offer such bonuses, particularly within the police department.

Vice Mayor Malone inquired about employment conditions with the Fire Department. Ms. Penilla stated that there is little turnover in the Fire Department. Firefighters typically remain with a department for the life of their career. In response to a question from Council Member Malone, an overview of training and development for the police department was provided by Dale Nannenga, Public Safety Chief.

Council Member Nielson noted that the department directors provided survey results on retention of employees and that it would be helpful to have input directly from employees. It is notable that the directors did not address salary and that this is among the top priorities for employees, particularly in terms of retention.

Council Member Conde asked whether the City offers referral fees for employees. Ms. Penilla confirmed that this has been done at times in the past but did not appear to be particularly effective. Sign-on bonuses may create pushback from current employees who see onboarding employees receiving bonuses. Council Member Conde suggested looking at creative ideas that have been successful in surrounding cities, such as the possibility of providing childcare for the children of City employees.

Department Budgets

Dale Nannenga, Public Safety Chief, presented on the Public Safety Department budget, which is the newest department in the City. Department objectives include: Provide oversight to the Police Department and Fire Department; oversee emergency management; plan for public safety needs; assist with issues related to homelessness, special events and security. They have added a lieutenant position to the Office of Public Safety. That position will provide oversight to code compliance. Code Compliance is being moved to the Office of Public Safety. The security officers will be brought to Public Safety as well. A Threat Liaison Officer (TLO) Captain has also been added and will serve as a liaison between Avondale and Arizona Intelligence Center. A new position, Accountability Inspection Officer in the Police Department has completed 41 inspection topics thus far. These are proactive inspections, not seeking corrective action, but with a focus on improvements.

Future needs and issues include:

- Review and audit of compliance with policies and procedures

- Recruitment of public safety positions
- Support staff and resources for new department

The department budget is \$1 million, which includes FTEs. Some positions from Police and Fire will be moved into this budget in the next month.

Memo Espinoza, Police Chief, presented on the Police Department budget. Chief Espinoza provided an overview of accomplishments:

- Added a substation at 107th and McDowell (Fire Station 172)
- Completed the Main Police Department expansion and remodel
- Added a working K-9 sergeant position
- One of the first agencies to be certified with the FBI's new incident reporting systems
- Expanded municipal security program to six officers and one supervisor
- Successfully implemented the IGA requirements with Litchfield Park to provide police and fleet services

Plans for Fiscal Year 2022 include:

- Hold one teen academy and one citizen police academy
- Attend Homeowner's Association (HOA) meetings within each area of the City
- Continue to provide quality police services to Litchfield Park
- Implement the final phase of the body-worn camera program
- Implement a 10th patrol beat for the far south portion of the City
- Continue to work with NFS on homeless outreach programs
- Continue to implement enforcement details for illegal fireworks for the 4th of July and New Year's Eve
- Continue to provide law enforcement support during the two National NASCAR Races

Future needs include keeping staff levels on pace for growth, including developing strategies to attract and retain quality personnel; adding a tenth beat in the southern area of the City; develop strategies to address the homeless population; continue to work with Phoenix Raceway staff to ensure safety and security of those attending events.

Vice Mayor Malone asked about policies to assist employees who contract COVID-19. Chief Espinoza stated that staff who report a COVID-19 infection of a spouse or family member and must quarantine at home are offered temporary work at home options.

Tony Corsi, Fire & Medical Director, presented on the Fire and Medical Department budget. Mr. Corsi listed the Fiscal Year 2021 accomplishments as follows:

- Established temporary Fire Station 175 on May 31, 2021
- Received SAFER grant to hire 14 firefighters for Fire Station 175
- Deputy Fire Chief for Emergency Medical Services (EMS) position created

- Acquisition of new safety equipment
- Daily operations briefings for City's COVID-19 response
- Mentored over 25 middle school students
- Hired a Division Chief for professional development and training
- Created 5-year plan for asset replacement

Highlights and future plans for Fiscal Year 2022 include:

- Construction of Fire Station 175 with completion in spring 2022
- Formalize high school program and improve outreach to teenagers and young adults about fire service
- Upgrading and replacing portable radios
- Continued asset replacement, including heart monitors
- Reorganized system of training
- Established a strategy for a reserve engine program
- Created a Fire Inspector position to keep up with City growth
- Created Low Acuity Unit and hired additional staffing
- Created Apparatus Replacement Plan to manage aging fleet

Future needs include improved data analytics, additional training for new staff, increased EMS supplies and additional safety equipment to accommodate growth and current safety standards.

Mayor Weise addressed two issues related to Phoenix Raceway: The opening of the second fire station for weekend races in March and November; and a second water tender and requested that this be discussed in more detail at the next budget meeting.

Council Member Pineda inquired about the middle school mentor program. Mr. Corsi stated that the program was developed by the Fire Department to raise interest with middle school students towards careers in the field.

Council Member Pineda stressed the importance of providing personnel with quality engines and equipment for the sake of the City and its residents as well as the well-being of the firefighters themselves. Mr. Corsi stated that he has given instructions to upgrade to better suspension systems for any newly acquired engines.

Council Member Nielson asked how the department software interfaces with the City's software. Mr. Corsi stated that they are ahead of the game, in that they have already consulted with IT regarding the analytics. The hard data plan can be used with the existing software.

Vice Mayor Malone requested further information regarding the department's daily operations briefings for COVID-19 response. Mr. Corsi stated that this is a big-picture briefing and discussion from a department level through City level, state levels and includes vaccination rate updates.

Vice Mayor Malone asked how the City takes care of new staff who may contract COVID-19, but who may not yet qualify for sick time compensation. Mr. Corsi said that during the peak infection rates, employees had immediate access to 80 hours of sick time for COVID-19 related illness.

Craig Jennings, Judge, presented on the Court budget. Judge Jennings discussed 2021 accomplishments, including a new court logo; enhanced security, expended use of online systems for hearings, electronic correspondence and online dispute resolution; and remaining open to serve the public all year.

Fiscal Year 2022 highlights include:

- Judge Jennings appointed to Committee on Limited Jurisdiction Courts by Chief Justice Brutinel
- Judge Jennings appointed to the Maricopa County Regional Homeless Court Governing Board
- Court Administrator Ruiz-Ortega appointed by Chief Justice Brutinel to Arizona Supreme Court's Taskforce on Issuing Search warrants
- Court Administrator Ruiz-Ortega was elected Treasurer to the Limited Jurisdiction Court Administrators Association
- Conducting civil traffic hearings on webinar platform
- Full-time dedicated municipal security officer
- Purchasing an X-ray machine and magnetometer
- Designing court lobby expansion

Future needs will address adequate staffing and supervision; enhanced social media presence; expansion of jury assembly room/training conference room.

Kirk Beaty, Public Works Director, presented on the Public Works Department budget. Mr. Beaty gave an overview of the 2021 accomplishments:

- Maintained uninterrupted essential services during COVID-19
- Completed Avondale/Phoenix - Central Arizona Project (CAP) Water
- Interconnected to diversify water portfolio and meet growth demands
- Completed Environmental Protection Agency (EPA) mandated risk and resilience assessment of water system
- Completed energy assessment of Water Reclamation Facility
- Installed four Electric Vehicle (EV) charging stations
- Successfully launched Recycle Wizard online recycling tool
- Partnered with Police Department and Neighborhood and Family Services to assist with homeless encampment cleanups
- Established and implemented monsoon preparedness and coordination program
- Filled key department leadership and management positions

Fiscal Year 2022 highlights include the following:

- Completed new Riley wastewater lift station
- Completed water and wastewater infrastructure assessments
- Design commenced on the Northeast Avondale water distribution pressure improvements
- Updating Arizona Department of Water Resources (ADWR) required drought preparedness plan using Sonoran Institute grant funds
- Responding to storm-related street flooding and identifying areas for improvement
- Maintaining City of Litchfield Park vehicle fleet
- Installing vehicle GPS system
- Restructuring and evaluating solid waste collection operations
- Formed transit division and developing innovative solutions
- Implementing new asset management program

Future needs and goals include:

- Keeping pace with City growth (staffing, resources, infrastructure)
- Future-focused water needs
- Enhanced critical asset security and workspace
- Micro-transit pilot program
- South Avondale water resources and infrastructure plan
- Financial planning for Water Reclamation Facility expansion
- Optimization of solid waste program
- Fleet utilization, rightsizing and supply chain issues

Mr. Beaty noted that there has been tepid response to open positions for solid waste drivers.

In response to a question from Vice Mayor Malone, Mr. Beaty stated that Public Works has 108 full time employees and 8 vacant positions, including 3 solid waste equipment operators, supervisor for solid waste, senior water distribution worker and a couple of positions in water quality and water resources.

Jodie Novak, Assistant Director of Development and Engineering Services, presented on the Development and Engineering Services Department budget. Ms. Novak reviewed department accomplishments for 2021:

- Major projects completed: Police Building expansion, Resource Center, Van Buren Multi-Use Path and Fairway Drive
- Completed 31,328 building inspections; 3,159 building plan reviews; Issued 727 single-family residential permits, representing a 54 percent increase from Fiscal Year 2017
- Completed 9,607 Engineering inspections, representing a 121 percent increase since Fiscal Year 2017
- Completed 24,790 property maintenance inspections

Fiscal Year 2022 highlights are as follows:

- High Profile Projects
- Growth in Avondale

Future needs include increased staffing and technology and software upgrades. In response to a question from Vice Mayor Malone, Ms. Novak stated that the Department will be looking to add 12 full time positions.

Ken Chapa, Economic Development Services Director, presented on the Economic Development Department budget. Mr. Chapa provided a review of department accomplishments:

- Healthcare: New businesses
- Manufacturing and logistics
- Retail and Entertainment
- Local EDGE
- Tourism
- Strategic Planning

Fiscal Year 2022 current and upcoming highlights include:

- Continue to implement goals and objectives of 5-year Economic Vitality & Tourism Strategic Plans
- Facilitate and live-stream 12 new business celebration events
- Promote and book users for the new Conference and Events Center
- Begin the process for obtaining the Accredited Economic Development Organization designation through the International Economic Development Council
- Deploy new Business Technical Assistance Programs
- Support the NASCAR Championship race

Future department goals including advancing local EDGE and Discover Avondale and growing community partnerships.

Council Member Nielson asked whether the conference center has the capability of hosting Zoom meetings. Mr. Chapa confirmed that this is one of the main features that will be showcased.

Mayor Weise stated that Avondale Southwest Valley cities have expressed interest in participating on the tourism board. As such, there is the possibility of a regional approach to tourism. This and other potential avenues will be explored as the conference center is developed.

Chris Lopez, Neighborhood and Family Services Director, presented on the Neighborhood and Family Services Department budget. Mr. Lopez reviewed the Department's accomplishments for Fiscal Year 2021:

- Rental and utility assistance to 2,141 households
- 45,000 meals provided at resource center and to homebound clients
- 3,037 meals provided to children
- 36 owner occupied units helped through emergency and substantial home repair program
- Moved into new Resource Center and repurposed previous building for The Opportunity Tree
- Offered senior service programming virtually during pandemic

An update on the Resource Center was provided. COVID-19 required a relook at the service delivery model, with much of the programming switching to multimodal or virtual programs. Many of the Resource Center's partners continue to function on a virtual basis. There are currently approximately 17 physical partners in the building with 60 additional partners who may use the space from time to time or are virtual partners. Even with the pandemic, use of the building has increased considerably, from 55,000 to 71,000 individuals served. Future programming includes a goal to expand senior services and engagement.

Mr. Lopez stated that the Library was transferred into the Department approximately three years ago, with a charge toward innovation, increasing service delivery and enhancing customer service. He introduced Terryann Lawler, who was hired as library manager.

Ms. Lawler stated that library services have remained open throughout the pandemic, including access to library computers for those without internet connectivity. Books and DVDs remained available to provide residents with entertainment through the pandemic. There has also been a focus on employee appreciation. The libraries host 6,900 visitors each month and was the first to offer COVID-19 vaccination clinics and one of the first to offer test at home kits. The library has expanded programs for adults, with a focus on entrepreneurship and workforce development. Library partners offer services at no cost to the community or the library. Hotspots have been added and Chromebooks have been added to circulation for those who need internet connectivity. Community engagement and outreach have been ramped up, including various social media outlets. The library has instituted virtual school visits and virtual story times to continue community school engagement.

Mayor Weise asked about the demographics for the increase in utilization of the library and whether any changes need to be made to accommodate new and increased volume. Ms. Lawler stated there are plans to make changes at the Civic Center to make it more welcoming and expand the children's area. Sam Garcia Library is well set up and any planned improvements will wait until next year. They have not identified an increase in a demographic, merely an increase in visitors and return visitors in general. The library continues to offer and expand remote services for those who are more comfortable at home.

Mayor Weise discussed a conversation he had recently with personnel at Maricopa County Health regarding the COVID-19 clinics. The State will be releasing additional test clinics. In general, the total number of tests in libraries is disappointing and Mayor Weise

has asked Vice Mayor Malone to serve as the liaison and take the lead on this within the community in conjunction with Maricopa County.

Mr. Lopez discussed upcoming highlights for Fiscal Year 2022:

- Construction of bridge housing units
- Expand services to homeless population
- Implement new resource center data management program
- Expand community health and wellness programs
- Establish library partnerships with community colleges and universities and expand library programming

Future needs and issues include a focus on the homeless population; keeping pace with service demands from the community; library collections management; and education support funding.

Mayor Weise asked staff to explore usage of the adjacent City Center Park as an extension to the library.

Vice Mayor Malone asked how the Department works in conjunction with other City entities for coordination of homeless services and addressing encampments. Mr. Lopez stated that there is an interdepartmental team that meets monthly with representation from each department; however, they have also realized there is a need for dedicated staff to work on the issues of homelessness. The Department is also developing communication materials and cards. These will be provided to City employees and contain simple steps to address and report homeless issues. Steps towards addressing encampments takes time. Homelessness is not a crime and mitigation efforts begin with education and communication before encampment cleanups can be undertaken.

Bryan Hughes, Parks and Recreation Director, presented on the Parks and Recreation Department budget. Mr. Hughes discussed 2021 accomplishments, programs and events:

- Programs and Special Events
- Ongoing park, trails, and open space improvements
- Grants: Land and Water Conservation Fund
- Awards and Recognition

Fiscal Year 2022 highlights include:

- Expanded program offerings and community events
- Special events
- Ongoing park, trails, and open space improvements
- Grants
- Awards and recognition

Future needs and goals include:

- Expand operations and maintenance of new and existing parks and facilities, including the Sand Volleyball Complex, Civic Center Park, Aquatics Center, and Community Center
- Implementation of Active Transportation Plan, including new multi-use trails and connectivity to sidewalks and bike lanes
- Continue renovations to existing parks and plazas
- Expansion of outdoor recreation opportunities through partnerships

Mr. Hughes noted that the Department was successful in receiving two 15 percent design assistance grants from Maricopa Association of Governments (MAG) for underpasses at the railroad at MC 85, Buckeye and Lower Buckeye Road.

In response to a question from Council Member Conde, Mr. Hughes stated that park signage replacement at Friendship Park will be completed as part of the asset replacement program. Some benches will be replaced as well.

Mayor Weise asked staff to look at the possibility of building a small toddler park near Fire Station 175 to facilitate firefighter engagement with residents.

Joel Evans, Facilities Director, presented on the Facilities Department budget. Mr. Evans provided an overview of the Department's 2021 accomplishments:

- Completion of Capital Projects
- Installed COVID-19 prevention measures

Goals and highlights for 2022 include:

- Energy Management Systems
- Inventory and Life Cycle Tracking

Future needs and goals will focus on tracking lifecycle data for materials and equipment; staying ahead of COVID-19 safety protocols and keeping pace with the growth of facilities. Discussion ensued regarding the use of contractors to provide custodial services versus the possibility of bringing positions in-house. Mr. Evans stated that having in-house custodial staff almost doubles the cost. However, an on-staff porter to provide daily services is a feasible consideration.

Keith Fallstrom, Interim Finance & Budget Director, presented on the Finance & Budget Department budget. Mr. Fallstrom reviewed the Department's 2021 accomplishments:

- Drafted first internal audit chart and audit manual
- Updated City's financial policies
- Completed rate updates, structural revisions and rate review for Water, Wastewater and Sanitation Funds
- Implemented new Financial System that impacts all city business activities
- Implemented new electronic bill payment and presentment system

- Government Finance Officers Association (GFOA) awards for budget and financial reporting

Upcoming focuses include:

- Full implementation of new Financial System
- Oversee financial aspects of the city's new Employee Benefit Fund
- Coordinate implementation of an upgraded utility billing system that integrates with the Financial System
- Implement the updated utility rates and water code
- Receive GFOA recognition for levels of proficiency in financial and budget reporting

Future needs include adequate staffing to support growth in business and procurement support requirements; continued support of internal audit, and cost increases due to inflation and volume increases.

In response to a question from Mayor Weise, Mr. Fallstrom stated that the Department currently has one vacant position, the Finance Director. Recruitment is in process and candidates are currently being considered.

Cheryl Carrasco, Human Resources Assistant Director, presented on the Human Resources Department budget. Ms. Carrasco presented the Fiscal Year 2021 accomplishments:

- Created COVID-19 testing program
- Working with departments to ensure facilities and employees had necessary Personal Protection Equipment (PPE) and sanitation supplies
- Hosted multiple vaccination clinics at City Hall
- Implemented risk management software
- Fully transitioned to self-funded benefit plan
- 158 job postings and 124 new hires

Goals for the upcoming year include:

- Implement document management system for employee files
- Transition to electronic signature system
- Enhance new employee orientation, onboarding process, and supervisor training
- 105 job postings and 108 new hires through six months

Future needs focus includes retention of existing employees and recruitment of new employees; remaining competitive in the labor market; continued training enhancement.

Jeffrey Scheetz, Chief Information Officer, presented on the Information Technology Department budget. Mr. Scheetz discussed the Department's 2021 accomplishments:

- Completed implementation of customer relationship management system (CRM)
- Launched update to asset management system
- Public Wi-Fi at Festival Fields Park
- Support of remote city services during pandemic
- Added a cybersecurity Operations center

Fiscal 2022 highlights include:

- Additional public Wi-Fi at City parks
- Upgrade of financial system
- Implement asset management system
- Expand GIS services
- Implement document management system and enhance electronic document review
- Expansion of City staff and facilities
- Added Project Management

Future goals include insuring that City software and systems are modernized; enhancing cybersecurity and mitigation of cyber risks and keeping pace with organizational growth.

Council Member Nielson asked about the security and availability of public Wi-Fi in City parks. Mr. Scheetz stated that public Wi-Fi allows the general public to connect at City facilities, parks and libraries. As with any public Wi-Fi, the user should exercise care in terms of what they do within those connections.

Vice Mayor Malone asked how many of the systems and programs are housed on the cloud versus in-house servers. Mr. Scheetz estimated that 10 to 15 percent are on the cloud but key systems are kept in-house.

Pier Simeri, Marketing and Public Relations Director, presented on the Marketing and Public Relations Department budget. Ms. Simeri reviewed the Department's 2021 accomplishments:

- Activated in-house video production team
- Developed multiple campaigns, marketing projects and branding for department (Anti Speeding; Fireworks; Discover Avondale; AviWise)
- Launched monthly City page and Uniquely Avondale tourism publication
- Developed multi-episode video series for Avondale EDGE
- Comprehensive marketing plan to promote 75th anniversary
- Supported high profile events: NASCAR championship weekend, State of the City
- Completed Public Art Master Plan

Fiscal Year 2022 highlights include:

- Launch opening of visitor center
- Continue Avondale EDGE video series

- Implement digital enhancements across marketing platforms
- Build upon public art master plan initiatives

Future goals include: Ensuring adequate staffing and resources to support City department growth and initiatives; enhancing the City's online and digital presence to maintain innovation standards and ensuring the successful launch of the Visitor Center.

Council Member Nielson asked about staffing for the Visitor Center. Ms. Simeri stated that operational hours will mimic City Hall hours. The marketing public relations coordinator will man the front desk as well as the visitor center.

Nicholle Harris, City Attorney, presented on the City Attorney's Office budget. Ms. Harris discussed that the Office managed and completed over 400 requests for legal services in 2021.

Highlights for 2022 include:

- Added an Attorney I position to the Office
- Worked with various department to revise City code provisions to enhance services to the residents and the community
- Settled two multi-million-dollar lawsuits at minimal cost to the City

Future needs and goals include:

- Continue to hire, supervise, and administer outside counsel services for litigation and specialized services.
- Review various City Code provisions for necessary changes
- Document management software
- Integrity and ethics reporting system

Mayor Weise asked for a timeline for when the compliance hotline will go live. Lindsey Duncan, Deputy City Manager, stated that first steps include development of policies to address complaints.

Vice Mayor Malone inquired about costs and scope of work for outside counsel in the amount of \$150,000. Ms. Harris clarified that costs totaled \$75,000 for outside services for two specific cases. The remainder was paid to approximately six firms for various services. Vice Mayor Malone asked that staff provide Council with a specific breakdown of fees paid.

Marcella Carrillo, City Clerk, presented on the City Clerk's Office budget. Ms. Carrillo reviewed the Department's 2021 accomplishments:

- Electronic signature software
- Record management action plan
- Continued digitalization of paper records

- Early voting center in 2020
- Virtual Council meetings

Mayor Weise commended the team for adapting to COVID-19 conditions as well as improving upon the system over the last 18 months.

Ms. Carrillo stated that for 2022, Special Events will be moving from the Clerk's Office to Parks & Recreation, who will be responsible for overseeing all special events. Currently, staff is working to simplify the application. An educational video is being created on the Council meeting layout, hopefully to go live in the next few months. The Office will continue to provide presentations and tours to Avondale students. They will also work to develop an online instruction video for City Council candidates. Future needs include planning for the 2022 election and providing continued support for virtual City Council meetings.

In response to a question from Mayor Weise, Ms. Carrillo stated that there is no bond election for 2022.

Mayor Weise asked about plans for continued City Council virtual meetings. Ms. Carrillo stated that for January 24th, there will be an in-person meeting, however depending on the COVID-19 situation, deputy directors and staff may be asked to attend via Zoom. The setup may vary based on circumstances.

Tracy Stevens, Deputy City Manager, presented on the City Administration's Office budget. Ms. Stevens provided a review of the Office's 2021 accomplishments:

- 2021 Citywide Strategic Plan
- Emergency Operations Center (EOC) activation in response to COVID-19 pandemic
- Created new Facilities Department
- Implemented AviWise customer service platform
- Conversion of employee benefits from external trust to internal, self-funded trust
- Completed Innovation Team inaugural year
- Hosted tenth Marvin Andrews Fellow

Fiscal Year 2022 highlights thus far include:

- Developed quarterly reporting of performance metrics in support of the 2021 Strategic Plan
- Established work-from-home plans and safe return-to-work
- Integrated new city projects administration position
- Developed Management Associate program
- Created Office of Public Safety

Ms. Stevens stated that future needs involve ensuring positive employee engagement opportunities; promoting Avondale's needs with State and federal elected officials, and monitoring and reporting of capital project timelines, budgets and status.

Mayor Weise thanked all the staff for their reports. He reiterated that City Council chambers upgrades are not a priority. Priorities include Public Safety and other departments that are scrambling for help. The search for a City Manager should commence in the next three to four months. This should consist of a subcommittee of the Council, three members, who will assist staff in developing the process to bring forward to full Council for discussion. Council will also need to make decisions on prioritizing capital improvements.

Council Member Conde stressed the importance of ensuring staffing needs are met for all departments.

Council Member Pineda concurred, adding that effective communication is required at all levels.

Council Member Nielson thanked all departments for their concise reports.

Vice Mayor Malone discussed the need to fill staff key positions to prevent staff burnout.

Mayor Weise again thanked staff for their dedication and the organization of the retreat.

3. ADJOURNMENT

There being no further business before the Council, Council Member Pineda moved to adjourn the Budget Retreat; Council Member Conde seconded the motion.

Upon vote, the motion was carried unanimously 5 to 0.

Council Member Conde	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Malone	Aye
Mayor Weise	Aye

Meeting adjourned at 9:30 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Budget Retreat of the Council of the City of Avondale held on the 10th day of January 2022. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Liquor License - Series 12 (Restaurant) and Series 7 (Beer & Wine Bar) - TAP 2

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities – Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle. The approval of this agenda item will promote Avondale community's social connectivity by providing a new social environment for family and friends. This item will increase visitor traffic to Avondale's local businesses.
-

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of: (a) an application for a Series 12 (Restaurant) Liquor License; (b) an application for a Series 7 (Beer and Wine Bar) submitted by David Oscar Quintana for the sale of alcohol at TAP 2, located at 745 North 114th Avenue, #101 in Avondale; and (c) authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

TAP 2 is a new restaurant coming into The BLVD, located next to the American Sports Center located at 745 North 114th Avenue, #101, Avondale. Series 12 (Restaurant) liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas. As required in the State Statute for Series 7 (Beer and Wine Bar) liquor licenses, there are no churches, schools, or fenced recreational areas associated with schools located within 300 feet of the property.

DISCUSSION:

The Arizona Department of Liquor License and Control has accepted the submitted applications as complete. The Police, Fire, Development Services and Finance Departments have reviewed the applications and are recommending approval. Their comments are attached.

BUDGET IMPACT:

The new liquor license fees in the amount of \$1,350 have been paid in full.

RECOMMENDATION:

Staff are recommending that City Council recommend approval to the Arizona Department of Liquor License and Control of: (a) an application for a Series 12 (Restaurant) Liquor License; (b) an application for a Series 7 (Beer and Wine Bar) submitted by David Oscar Quintana for the sale of alcohol at TAP 2, located at 745 North 114th Avenue, #101 in Avondale; and (c) authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Marcella Carrillo and Maria James

State of Arizona
Department of Liquor Licenses and Control

Created 01/06/2022 @ 10:20:18 AM

Local Governing Body Report

LICENSE

Number:		Type:	007 BEER AND WINE BAR
Name:	TAP 2		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	745 N 114TH AVENUE #101 AVONDALE , AZ 85323 USA		
Mailing Address:	[REDACTED] AVONDALE, AZ 85392 USA		
Phone:	(623)258-5880		
Alt. Phone:	[REDACTED]		
Email:	DAVID.QUINTANA@COX.NET		

AGENT

Name:	DAVID OSCAR QUINTANA
Gender:	Male
Correspondence Address:	[REDACTED] AVONDALE, AZ 85392 USA
Phone:	[REDACTED]
Alt. Phone:	
Email:	DAVID.QUINTANA@COX.NET

OWNER

Name:	DESERT TAP, LLC		
Contact Name:	DAVID QUINTANA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23160115	State of Incorporation:	AZ
Incorporation Date:	12/23/2020		
Correspondence Address:	[REDACTED] AVONDALE, AZ 85392 USA		
Phone:	[REDACTED]		
Alt. Phone:			
Email:	DAVID.QUINTANA@COX.NET		

Officers / Stockholders

Name:	Title:	% Interest:
BELINDA MENDOZA QUINTANA	Member	50.00
DAVID OSCAR QUINTANA	Member	50.00
PHILLIP ERIK QUINTANA	JOB #'s 179518 & 179519	

DESERT TAP, LLC - Member

Name: DAVID OSCAR QUINTANA
Gender: Male
Correspondence Address: [REDACTED]
AVONDALE, AZ 85392
USA
Phone: [REDACTED]
Alt. Phone:
Email: DAVID.QUINTANA@COX.NET

DESERT TAP, LLC - Member

Name: BELINDA MENDOZA QUINTANA
Gender: Female
Correspondence Address: [REDACTED]
AVONDALE, AZ 85392
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

DESERT TAP, LLC - JOB #'s 179518 & 179519

Name: PHILLIP ERIK QUINTANA
Gender: Male
Correspondence Address: [REDACTED]
AVONDALE, AZ 85392
USA
Phone: [REDACTED]
Alt. Phone:
Email: ADMIN@TAPSAVVY.BEER

APPLICATION INFORMATION

Application Number: 179519
Application Type: New Application
Created Date: 01/06/2022

CA

QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)
COLLIER ELEMENTARY SCHOOL- 6,864 FT
350 S 118TH AVE AVONDALE, AZ 85323

CHIRST CHURCH OF THE VALLEY- 6,336 FT
1565 N 113TH AVE AVONDALE, AZ 85392
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
EVICTON
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
PRESTAMOS LLC- \$100,000.00
1024 E BUCKEYE RD #270 PHOENIX, AZ 85034
- 7) Is there a drive through window on the premises?
No
- 8) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NO PATIO
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
04/01/22



SCALE: 1/4" = 1'-0"

Kitchen area

Liquorage

1500 total square footage

Dining

But, over

Boyle

Dining or reading

'21 NOV 22 Lir. Lic. AM11:38

November 18, 2021

The Arizona Department of Liquor License and Control
800 W. Washington St 5th Floor
Phoenix, Arizona 85007

Re: New series 12 and series 7 Liquor License

To Whom It May Concern:

My name is David Oscar Quintana owner of Desert Tap LLC. I hereby grant permission to Alicia Esparza of AE Liquor License Service to oversee the new application from beginning to end. If you should have any questions, you may contact Mrs. Esparza at [REDACTED] as she will be the main point of contact

Respectfully,

[REDACTED]
David Oscar Quintana
Owner/Agent

21 NOV 22 147. Lic. AM1136



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S. § 4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

805.111

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 179519

1. Check the
Appropriate
Box

☒ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: QUINTANA DAVID OSCAR Birth Date: [REDACTED]
Last First Middle

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State COUNTRY (not county)

5. Name of current/most recent spouse: [REDACTED] Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: JULY 1975

7. Daytime telephone number: [REDACTED] E-mail address: DAVID.QUINTANA@COX.NET

8. Business Name: TAP2 Business Phone: 623 / 258 / 5880

9. Business Location Address: 745 N 114TH AVENUE #101 AVONDALE ARIZONA MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/1998	CURRENT	RETIRED	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

31 NOV 22 Lic. Lic. AM1136

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2010	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) **DAVID OSCAR QUINTANA** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [REDACTED]

State of

ARIZONA

County of

MARICOPA

The foregoing instrument was acknowledged before me this

19th

Day of

NOVEMBER 2021

Month

Year

My Commission Expires on



Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____

SIGNATURE: _____



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

21 NOV 22 147. Lic. #11136

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) DAVID OSCAR QUINTANA

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City [REDACTED] State (or equivalent) [REDACTED] Country or Territory [REDACTED]

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: ARIZONA DRIVER'S LICENSE
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

21 NOV 22 Lic. Lic. AM1136

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

DAVID OSCAR QUINTANA

Individual Owner/Agent Printed Name



Individual Owner/Agent Signature

11-19-21

Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

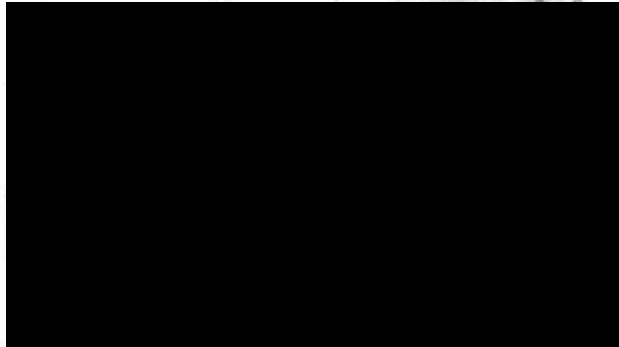
You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport, ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'21 NOV 22 Lir. Lic. AM1136

Arizona DRIVER LICENSE USA



21 NOV 22 Ltr. Lic. #1106



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

805.111

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A **BLUE OR BLACK LINED** FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 179519

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: QUINTANA BELINDA MENDOZA Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State COUNTRY (not county)

5. Name of current/most recent spouse: [REDACTED] Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: MAY 1954

7. Daytime telephone number: [REDACTED] E-mail address: [REDACTED]

8. Business Name: TAP2 Business Phone: 623 / 258 / 5880

9. Business Location Address: 745 N 114TH AVENUE #101 AVONDALE ARIZONA MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2021	CURRENT	RETIRED	[REDACTED]
02/2018	02/2021	[REDACTED]	[REDACTED]
02/2015	02/2018	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2010	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) **BELINDA MENDOZA QUINTANA** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

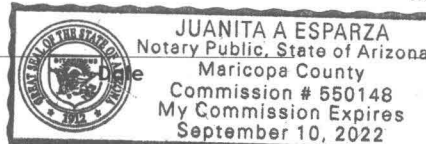
Signature [REDACTED]

State of ARIZONA

County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on:



19th Day of NOVEMBER 2021
Day Month Year

Signature of Notary [REDACTED]

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____

SIGNATURE: _____



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

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805-079

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Liquor License#: 179519

1. Check the
Appropriate
Box →

☐ Controlling Person	☐ Agent	☒ Premises Manager (complete all questions except #12)
---	--------------------------------	---

2. Name: QUINTANA PHILLIP ERIK Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State COUNTRY (not county)

5. Name of current/most recent spouse: [REDACTED] NA Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: NOVEMBER 1978

7. Daytime telephone number: [REDACTED] E-mail address: ADMIN@TAPSAVVY.BEER

8. Business Name: TAP2 Business Phone: 623 / 258 / 5880

9. Business Location Address: 745 N 114TH AVENUE #101 AVONDALE ARIZONA MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2019	CURRENT	BEER AND WINE BAR OWNER	TAPSAVVY 13000 W INDIAN SCHOOL RD #A-6 LITCHFIELD PARK ARIZONA 85340
02/2017	CURRENT	[REDACTED]	[REDACTED]
08/2004	02/2017	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

21 NOV 22 Lic. Lic. AM1137

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2014	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

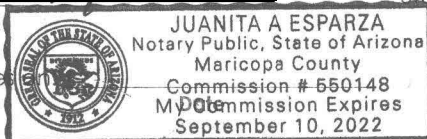
I (Print Full Name) PHILLIP ERIK QUINTANA hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [REDACTED]

State of ARIZONA County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires



Day

Day of November

Month

Year

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: DAVID OSCAR QUINTANA

SIGNATURE: [REDACTED]

30698980

Certificate of Completion For Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant. Basic Title 4 training is a prerequisite for MANAGEMENT title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT title 4 training. A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Phillip Quintana

(Roll Name - please print)

08/04/2019

Training Completion Date

08/04/2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC - Arizona Business Council for Alcohol Education

Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, **Jesus Altamirano**

Instructor Name (please print)

certify that the above named individual did successfully complete Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title-4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

07/27/2019

Day MO Year

Instructor Signature

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 6)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

21 NOV 22 Liq. Lic. RM1137

5:14 PM 11/21/2013



ARIZONA

'21 NOV 22 Ltr. Lic. AM11:37

Certificate # **127473**

**Certificate of Completion
For
Title 4 BASIC Liquor Law Training**

☐	On-sale
☐	Off-sale
☒	On- and off-sale

[Logout](#)
[//arizona/index.php?option=com_comprofiler&task=logout&](#)

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course instructor.
The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed on the back of this Certificate. Licensees sometimes require BASIC Title 4 training as a condition of employment.
A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Phillip Quintana

08/18/2019

Training Completion Date

08/18/2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AACEA

Company Name

PO Box 386 Litchfield Park AZ 85340

Training Address
(602) 865-1900

Daytime Contact Phone Number

Len Riggs

Instructor Name (please print)

certify that the above named individual did successfully complete

Title 4 BASIC training in accordance with A.R.S. § 4-112(G)(2) and Arizona Administrative Code [A.A.C.] R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Instructor Signature

18 / 08 / 2019
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owners actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

Bottle Microbrewery (series 2)
Convenience (series 6)
Restaurant (series 12)

Grocery/Market (series 5)
Liquor Store (series 9)
In-state Import/Winery (series 13)

Bar (series 4)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Hotel Wyndhamport (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not adequate until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which designates a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

'19 AUG 19 Ltr. Lic. PM 1:15

State of Arizona
Department of Liquor Licenses and Control

Created 01/06/2022 @ 10:20:12 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	TAP 2		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	745 N 114TH AVENUE #101 AVONDALE , AZ 85323 USA		
Mailing Address:			
Phone:	(623)258-5880		
Alt. Phone:			
Email:			

AGENT

Name:	DAVID OSCAR QUINTANA
Gender:	Male
Correspondence Address:	
Phone:	
Alt. Phone:	
Email:	

OWNER

Name:	DESERT TAP, LLC		
Contact Name:	DAVID QUINTANA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23160115	State of Incorporation:	AZ
Incorporation Date:	12/23/2020		
Correspondence Address:			
Phone:			
Alt. Phone:			
Email:			

Officers / Stockholders

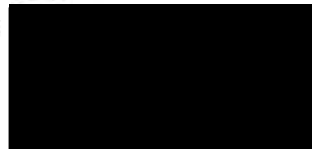
Name:
BELINDA MENDOZA QUINTANA
DAVID OSCAR QUINTANA
PHILLIP ERIK QUINTANA

Title:
Member
Member
JOB #'s 179518 & 179519

% Interest:
50.00
50.00

DESERT TAP, LLC - Member

Name: DAVID OSCAR QUINTANA
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:



DESERT TAP, LLC - Member

Name: BELINDA MENDOZA QUINTANA
Gender: Female
Correspondence Address:



Phone:
Alt. Phone:
Email:



DESERT TAP, LLC - JOB #'s 179518 & 179519

Name: PHILLIP ERIK QUINTANA
Gender: Male
Correspondence Address:



Phone: (623)258-5880
Alt. Phone:
Email: ADMIN@TAPSAVVY.BEER

APPLICATION INFORMATION

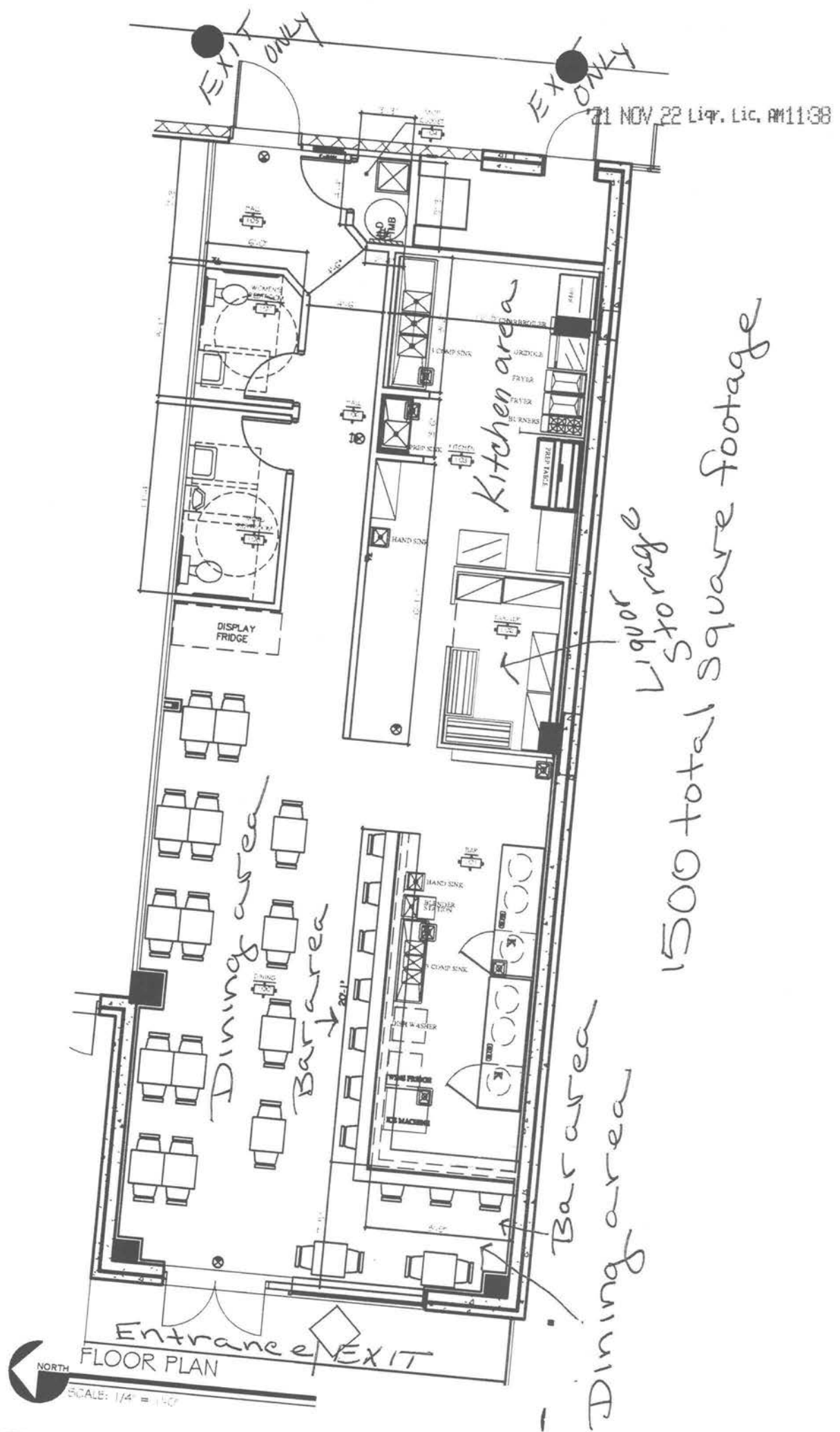
Application Number: 179518
Application Type: New Application
Created Date: 01/06/2022

CA

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
EVICTION
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
PRESTAMOS LLC- \$100,000.00
1024 E BUCKEYE RD #270 PHOENIX, AZ 85034
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NO PATIO
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
04/01/22



1500 total square footage

FLOOR PLAN
SCALE: 1/4" = 1'-0"

'21 NOV 22 Liq. Lic. AM1135

November 18, 2021

The Arizona Department of Liquor License and Control
800 W. Washington St 5th Floor
Phoenix, Arizona 85007

Re: New series 12 and series 7 Liquor License

To Whom It May Concern:

My name is David Oscar Quintana owner of Desert Tap LLC. I hereby grant permission to Alicia Esparza of AE Liquor License Service to oversee the new application from beginning to end. If you should have any questions, you may contact Mrs. Esparza at 623-302-2234 as she will be the main point of contact

Respectfully,



David Oscar Quintana
Owner/Agent

21 NOV 22 11:38 AM



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Job #:

179518

RESTAURANT OPERATION PLAN

- Name of restaurant (Please print): **TAP2**
- List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	1 GRIDDLE GAS MIGALI INDUSTRIES C-G24 24"W,24"X20 3/4"THICK 1 CHARBROIL GAS COUNTERTOP MIGALI C-RB24 24" W CAST IRON 24"X20
Oven	PIZZA BAKE OVEN COUNTERTOP GAS 36"WIDE X26-1/2 DEEP FRAME
Freezer	NA
Refrigerator	WALK IN COOLER KOLPAK KFX7-0812-CR 7'-6.25" H,7'9" W, 11'-7 L,
Sink	3 COMPARTMENT SINK GSW USA SE101432 54-3/8"WX21"DX41"H 18-GAUGE STAINLESS STEEL 1 HAND SINK BK BKHS-W-SS-P-G
Dish Washing Facilities	1 BKF-SMPR-WB-AF8-G OPTIFLOW PRE-RINSE ASSEMBLY 8"FAUCET BKS-RES-20 SINK SPLASH STAINLESS STEEL
Food Preparation Counter (Dimensions)	STAINLESS STEEL TOP GSW USA WT-PB2436W 36"WX24" D"X5"H,16 GAUGE
Other	GAS COUNTERTOP ROYAL RANGE RCF-25 3 18,000 BTU BURNERS

- Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

- List the **seating capacity** for:

- Restaurant dining area of your premises:
(**Do not include patio seating**) [32]
- Bar area of your premises: [+ 10]
- Total dining and bar seating capacity of your premises: [= 42]

- What Type of dinnerware and utensils are utilized within your restaurant?

☐ Reusable ☐ Disposable ☒ Both

- Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____%

- What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 75 %

8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No
(If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

2 TV'S

9. Do you have live entertainment or dancing? ☐ YES ☒ No

(If yes, what type and how often 8.5

example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	3
Bartenders	3
Hostesses	3
Managers	1
Servers	3
Other ()	
Other ()	
Other ()	

I, DAVID OSCAR QUINTANA, hereby declare that I am the APPLICANT filing this application.
I have read this application and the contents and all statements true, correct and complete.

X. [Redacted Signature]
(Signature of APPLICANT)

NOTARY	
State of <u>ARIZONA</u> County of <u>MARICOPA</u>	
The foregoing instrument was acknowledged before me this <u>19th</u> day of <u>November</u> 20 <u>21</u>	Month Year
My Commission Expires <u>September 10, 2022</u>	Signature of Notary Public

JUANITA A ESPARZA
Notary Public, State of Arizona
Maricopa County
Commission # 550148
Date Commission Expires
September 10, 2022



Arizona Department of Liquor Licenses and Control

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 NOV 22 147. Lic. RM1139

RECORDS REQUIRED FOR AUDIT

Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include nowever, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

13. Off-site Catering Records (must be complete and separate from restaurant records) 21 NOV 22 Lic. Lic. AM1139

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

NOTARY

DAVID OSCAR QUINTANA

I, (Print Full Name) _____, have read and understand all aspects of this statement

X (Signature) _____

Controlling Person / Agent

State of Arizona

County of Maricopa

the foregoing instrument was acknowledged before me this

19th of November 2021
Day Month Year

My commission expires



Signature of NOTARY PUBLIC

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Tap2
745 N. 114th Avenue, Suite 101
Avondale, AZ 85323

PIZZA

Classic Pizza (12" personal size)

Build Your Own, Level 1 \$13.99

Build Your Own Level 2 \$15.99

Roman Style Pizza (12"X16" Square)

Level 1 (1 meat, 3 veggies) \$23.99

Level 2 (2 meats, 3 veggies) \$24.99

Level 3 (3 meats, 3 veggies) \$25.99

FRYER

Hot Wings (Traditional or Boneless)

(5) \$6.99

(10) \$13.99

(20) \$24.99

(30) \$33.99

French Fries

Regular \$8.99

Sweet Potato \$9.99

Onion Rings

Regular \$8.99

SALAD (Add Meat \$3)

Mixed Greens \$12.99

Caesar \$12.99

NON-ALCOHOL DRINKS

Bottled Soda \$3.75

Bottled Lemonade \$3.75

Bottled Sweet Tea \$3.75

Bottled Black Tea \$3.75



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

21 NOV 22 Lic. Lic. AM1139

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

The fees allowed by R19-1-102 will be charged for all dishonored checks.

805.111

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 179518

1. Check the Appropriate Box →

☒ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: QUINTANA DAVID OSCAR Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State COUNTRY (not county)

5. Name of current/most recent spouse: [REDACTED] Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: JULY 1975

7. Daytime telephone number: [REDACTED] E-mail address: DAVID.QUINTANA@COX.NET

8. Business Name: TAP2 Business Phone: 623 / 258 / 5880

9. Business Location Address: 745 N 114TH AVENUE #101 AVONDALE ARIZONA MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/1998	CURRENT	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2010	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) **DAVID OSCAR QUINTANA** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [REDACTED]

State of ArizonaCounty of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on:

Day of 19th

Month

Year

Signature of Notary [REDACTED]

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____

SIGNATURE: _____



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

21 NOV 22 11:11 AM 1139

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) DAVID OSCAR QUINTANA

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City [REDACTED] State (or equivalent) [REDACTED] Country or Territory [REDACTED]

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: [REDACTED]
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

21 NOV 22 Lic. Lic. #11139

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

DAVID OSCAR QUINTANA

Individual Owner/Agent Printed Name



Individual Owner/Agent Signature

11-19-21

Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'21 NOV 22 Lir. Lic. AM1139

Arizona DRIVER LICENSE USA



9 CLASS D

9a END M

12 REST B

1 QUINTANA

2 DAVID OSCAR

4b

15

16

17

4d DLN

3 DOB

SS

VETERAN

DONOR 

5 DD 6055E2042Q1105D3

21 NOV 22 Lique. Lic. RM1139



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

805-111

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#:

179518

1. Check the
Appropriate
Box →



Controlling Person



Agent



Premises Manager

(complete all questions except #12)

2. Name: QUINTANA BELINDA MENDOZA Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State COUNTRY (not county)

5. Name of current/most recent spouse: QUINTANA DAVID OSCAR Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: [REDACTED]

7. Daytime telephone number: [REDACTED] E-mail address: [REDACTED]

8. Business Name: TAP2 Business Phone: 623 / 258 / 5880

9. Business Location Address: 745 N 114TH AVENUE #101 AVONDALE ARIZONA MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2021	CURRENT	[REDACTED]	[REDACTED]
02/2018	02/2021	[REDACTED]	[REDACTED]
02/2015	02/2018	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2010	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☒ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) BELINDA MENDOZA QUINTANA hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature

State of

Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 11/19/2021

19th Day of November 2021



JUANITA A. ESPARZA
Notary Public, State of Arizona
Maricopa County
Commission # 550148
My Commission Expires
September 19, 2022

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME:

SIGNATURE:



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

805-079

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 179518

1. Check the Appropriate Box →

☐ Controlling Person	☐ Agent	☒ Premises Manager (complete all questions except #12)
---	--------------------------------	---

2. Name: QUINTANA PHILLIP ERIK Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security # [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eyes: [REDACTED] Hair: [REDACTED]
City State COUNTRY (not county)

5. Name of current/most recent spouse: [REDACTED] Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: NOVEMBER 1978

7. Daytime telephone number: 623-258-5880 E-mail address: ADMIN@TAPSAVVY.BEER

8. Business Name: TAP2 Business Phone: 623 / 258 / 5880

9. Business Location Address: 745 N 114TH AVENUE #101 AVONDALE ARIZONA MARICOPA 85323
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2019	CURRENT	[REDACTED]	[REDACTED]
02/2017	CURRENT	[REDACTED]	[REDACTED]
08/2004	02/2017	[REDACTED]	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

21 NOV 22 Lic. Lic. AM1139

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2014	CURRENT	[REDACTED]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☐ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) **PHILLIP ERIK QUINTANA** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

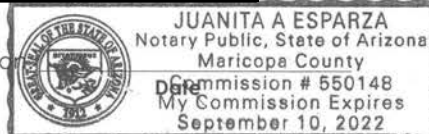
Signature: [REDACTED]

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on



Day of

November 2021

Month

Year

Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: **DAVID OSCAR QUINTANA**

SIGNATURE: [REDACTED]

30698980

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.
Basic title 4 training is a prerequisite for MANAGEMENT title 4 training. A valid Certificate of Completion for BASIC title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT title 4 training.
A replacement Certificate of Completion for title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Phillip Quintana

(please print)

08/04/2019

Training Completion Date

08/04/2022

Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC - Arizona Business Council for Alcohol Education

Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, Jesus Altamirano

Instructor Name (please print)

Certify that the above named individual did successfully complete Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

07/27/2019 July 2019

Day MO Year

Instructor Signature

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.
The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

ST: 1W 57:47 57 57 57 57

21 NOV 22 147. Lic. AM1139



ARIZONA

'21 NOV 22 11:27 AM 11:39

Certificate # **127473**

**Certificate of Completion
For**

Title 4 BASIC Liquor Law Training

☐ On-site
☐ Off-site
☒ On- and off-site

[Logout](#)

[/arizona/index.php?](#)

[option=com_comprofiler&task=logout&](#)

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor Control. Certificates are completed by a state-approved training provider and, when signed, the Certificate is signed by the course instructor.

The State requires BASIC Title 4 training only as a prerequisite for initial or renewal Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed on the back of the Certificate. Licenses to sell alcoholic beverages require BASIC Title 4 training as a condition of employment.

A replacement Certificate will be issued for a fee. Existing licenses are not changed through the training provider for new yearlies after creating a replacement date.

Student Information

Phillip Quintana

08/18/2019

08/18/2022

Initial Completion Date

Expiration Date
(When signed from completion date)

Training Provider Information

AAACEA

Arizona Alcohol

PO Box 385, 101 Main Park, AZ 85340

Phone Number
(888) 865-1900

Website Address
[http://www.aaacea.com](#)

Len Riggs

I, **Len Riggs**, hereby certify that the individual did successfully complete
Instructor Name (please print)

Title 4 BASIC training in accordance with A.A.C. § 19-102 and Arizona Administrative Code (A.A.C.) § 19-1-103 using training course content and materials provided by the Arizona Department of Liquor Control. I understand that misuse of the Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in the certificate provided by A.A.C. § 19-1-102(E) and (F).

13/08/2019

Day Month Year

Persons required to complete BASIC 3: All persons who are actively involved in the daily business operations of a liquor business, including but not limited to the following:

As a minimum, the following persons are required to complete BASIC 3 training:

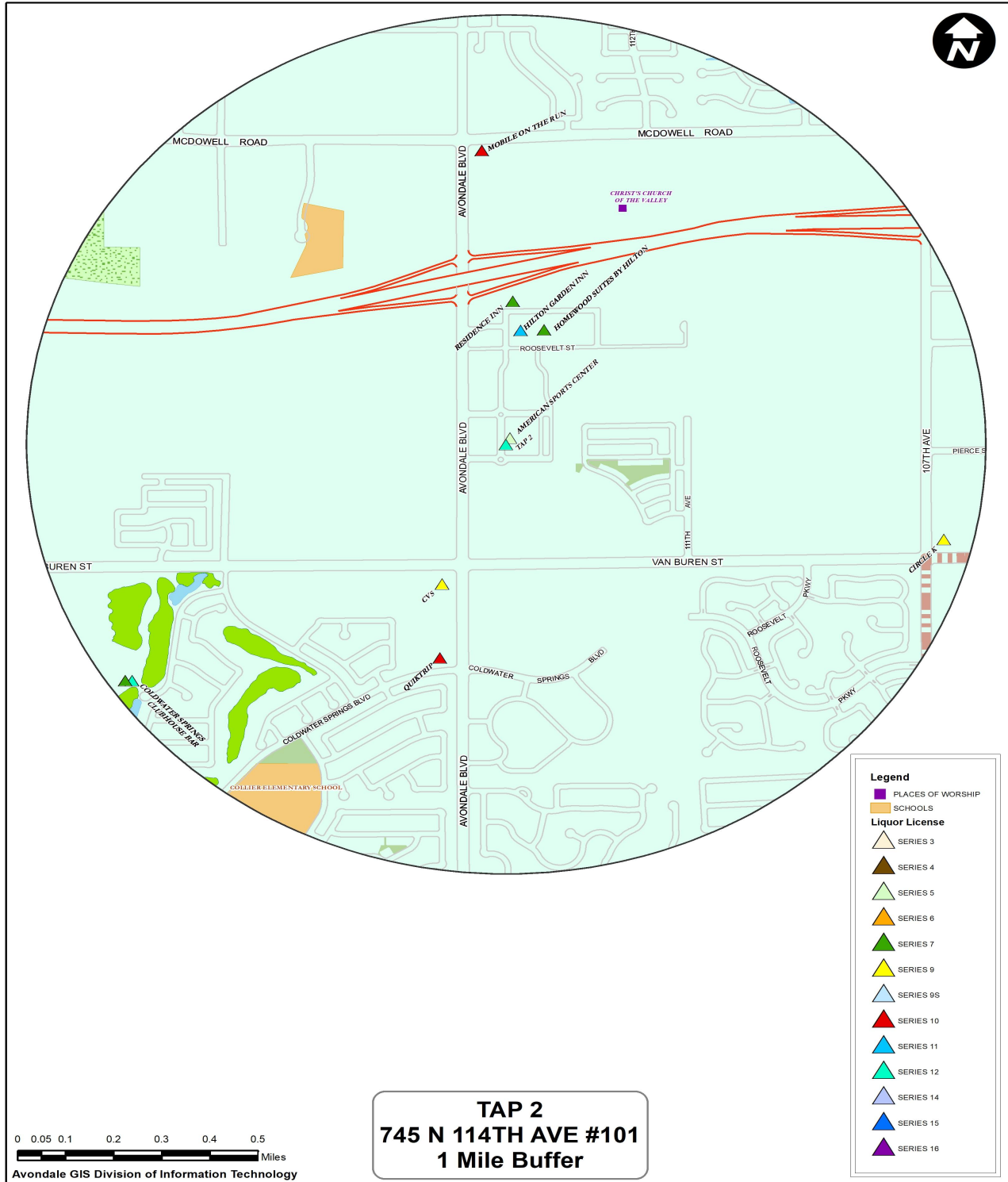
Statewide liquor license holders (S)	Liquor license holders (L)	Signatories of	Beer & Wine licensees (B)
Conveyance permits (C)	Liquor license holders (L)	liquor licenses (e.g.	Hotel/Hotel or restaurant licenses (H)
Restaurants (R)	Statewide liquor license holders (S)	Beer & Wine licensees (B)	

Notes: License applications for all persons who are actively involved in the daily business operations of a liquor business have been submitted to the Department of Liquor Control.

The questionnaire for all persons who are actively involved in the daily business operations of a liquor business has been submitted to the Department of Liquor Control.

'19 NOV 22 11:27 AM 11:39

GIS MAP





LICENSE REVIEW FORM

Type of License	007 - BEER AND WINE BAR		
Applicant's Name	DAVID OSCAR QUINTANA		
Business Name	TAP 2		
Business Address	745 N 114TH AVE #101 AVONDALE, AZ 85323		
Department Comments			
☒ Police Department		☐ Fire Department	
☐ Development Services		☐ Finance Department	
☒ Approved		☐ Denied	
<u>Jonathon Martin</u> Jonathon Martin (Feb 7, 2022 13:23 MST)		<u>Assistant Chief (Interim)</u>	
E-Signature		Title	
<u>Jonathon Martin</u>		<u>Feb 7, 2022</u>	
Name		Date	

This license is scheduled for the City Council Meeting on: February 22, 2022

Please complete form by: February 1, 2022



LICENSE REVIEW FORM

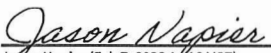
Type of License	12- RESTAURANT
Applicant's Name	DAVID OSCAR QUINTANA
Business Name	TAP 2
Business Address	745 N 114TH AVE #101 AVONDALE, AZ 85323
Department Comments	
☒ Police Department ☐ Development Services ☐ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Jonathon Martin</u> Jonathon Martin (Feb 7, 2022 13:23 MST) E-Signature Jonathon Martin Name	<u>Assistant Chief (Interim)</u> Title Feb 7, 2022 Date

This license is scheduled for the City Council Meeting on: February 22, 2022

Please complete form by: February 1, 2022



LICENSE REVIEW FORM

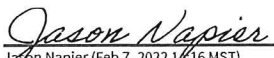
Type of License	007 - BEER AND WINE BAR
Applicant's Name	DAVID OSCAR QUINTANA
Business Name	TAP 2
Business Address	745 N 114TH AVE #101 AVONDALE, AZ 85323
Department Comments	
No comments	
☐ Police Department ☒ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Jason Napier (Feb 7, 2022 14:16 MST)	Fire Marshal
E-Signature	Title
Jason Napier	Feb 7, 2022
Name	Date

This license is scheduled for the City Council Meeting on: February 22, 2022

Please complete form by: February 1, 2022



LICENSE REVIEW FORM

Type of License	12- RESTAURANT
Applicant's Name	DAVID OSCAR QUINTANA
Business Name	TAP 2
Business Address	745 N 114TH AVE #101 AVONDALE, AZ 85323
Department Comments	
No comments	
☐ Police Department ☒ Fire Department ☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Jason Napier (Feb 7, 2022 14:16 MST) E-Signature	Fire Marshal Title
Jason Napier Name	Feb 7, 2022 Date

This license is scheduled for the City Council Meeting on: February 22, 2022

Please complete form by: February 1, 2022



LICENSE REVIEW FORM

Type of License	007 - BEER AND WINE BAR
Applicant's Name	DAVID OSCAR QUINTANA
Business Name	TAP 2
Business Address	745 N 114TH AVE #101 AVONDALE, AZ 85323
Department Comments Spoke to applicant about not having a current business license. Applicant stated will get it done prior to opening.	
☐ Police Department ☐ Development Services ☐ Fire Department ☒ Finance Department	
☒ Approved ☐ Denied	
<u><i>Daniel Vazquez</i></u> Daniel Vazquez (Feb 8, 2022 12:16 MST) E-Signature	<u>Accountant/Tax Auditor</u> Title
<u>Daniel Vazquez</u> Name	<u>Feb 8, 2022</u> Date

This license is scheduled for the City Council Meeting on: February 22, 2022

Please complete form by: February 1, 2022



LICENSE REVIEW FORM

Type of License	12- RESTAURANT
Applicant's Name	DAVID OSCAR QUINTANA
Business Name	TAP 2
Business Address	745 N 114TH AVE #101 AVONDALE, AZ 85323
Department Comments Spoke to applicant about not having a current business license. Applicant stated will get it done prior to opening.	
☐ Police Department ☐ Fire Department ☐ Development Services ☒ Finance Department	
☒ Approved ☐ Denied	
<u><i>Daniel Vazquez</i></u> Daniel Vazquez (Feb 8, 2022 12:16 MST) E-Signature <u>Daniel Vazquez</u> Name	<u>Accountant/Tax Auditor</u> Title <u>Feb 8, 2022</u> Date

This license is scheduled for the City Council Meeting on: February 22, 2022

Please complete form by: February 1, 2022



LICENSE REVIEW FORM

Type of License	007 - Beer and Wine Bar
Applicant's Name	DAVID OSCAR QUINTANA
Business Name	TAP 2
Business Address	745 N 114TH AVE #101 AVONDALE, AZ 85323
Department Comments The General Plan designates the property as The Park Avenue District, and the current zoning is The BLVD District. A Restaurant is an allowed use in the Park Avenue District and the BLVD District.	
	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 _____ E-Signature	Associate Planner _____ Title
Augustus Gerletti _____ Name	Feb 9, 2022 _____ Date

This license is scheduled for the City Council Meeting on: February 22, 2022

Please complete form by: February 1, 2022



LICENSE REVIEW FORM

Type of License	12- RESTAURANT
Applicant's Name	DAVID OSCAR QUINTANA
Business Name	TAP 2
Business Address	745 N 114TH AVE #101 AVONDALE, AZ 85323
Department Comments	
The General Plan designates the property as The Park Avenue District, and the current zoning is The BLVD District. A Restaurant is an allowed use in the Park Avenue District and the BLVD District.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 _____ E-Signature	Associate Planner _____ Title
Augustus Gerletti _____ Name	Feb 9, 2022 _____ Date

This license is scheduled for the City Council Meeting on: February 22, 2022

Please complete form by: February 1, 2022

CITY COUNCIL REPORT

SUBJECT: Budget Amendment-Littleton Elementary School HAWK Installation Project

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Director, (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values. Establishing and updating administrative award authority provides streamlined processes and responsible financial planning for procurement of goods and services that support City operations and ensures consistent customer service delivery.

PURPOSE:

City Council will consider a request to authorize a budget amendment in the amount of \$280,000 from the Unanticipated Revenue line item for the Littleton Elementary School HAWK (High Intensity Activated Cross Walk) installation Project in Development and Engineering Services, and authorize administrative award authority for the project. The Council will take appropriate action.

BACKGROUND:

This request for a budget amendment will fund the design and purchase of equipment for the Littleton Elementary School HAWK signal installation. The funds will allow city staff to retain a design consultant for the study and design of the HAWK signal. The funds will be used for advance purchase of the equipment. In order for the HAWK signal to work in conjunction with the MC-85 traffic signal, an Intergovernmental Agreement (IGA) with Maricopa County Department of Transportation (MCDOT) will be required.

Staff is recommending the Council to authorize a budget amendment from the Unanticipated Revenue line item to the Littleton School HAWK signal Project in the amount of \$280,000 to provide the resources necessary to study and design the project as well as advance purchase of any necessary equipment. The project will be funded by the Dedicated Sales Tax for Transportation, Water and Sewer improvements Fund.

DISCUSSION:

Staff recommends City Council to authorize a budget amendment in the amount of \$280,000 from the Unanticipated Revenue line item to the Littleton Elementary School project.

BUDGET IMPACT:

Sufficient fund balance exists within the Dedicated Sales Tax for Transportation, Water, and Sewer Fund to provide the funding for the project.

RECOMMENDATION:

Staff recommends City Council to authorize a budget amendment in the amount of \$280,000 from the Unanticipated Revenue line item to the Littleton Elementary School project, create a Capital Improvement Project (CIP), and authorize administrative award authority for the project.

Contact person for document distribution: Kevin Murphy

CITY COUNCIL REPORT

SUBJECT: Arizona Complete Health Financial Agreement Amendment

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood and Family Services Director, (623) 333-2711

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic outcome Areas & Strategies:

- **(Connected Community)** Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other. **(Strategy)** Expand community engagement opportunities through volunteerism, civic education, and service learning.
 - **(Public Health and Safety)** Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources. **(Strategy)** Partner with key stakeholders to implement integrated community health and wellness programs.
-

PURPOSE:

City Council will consider a request to approve the Financial Assistance Agreement with Arizona Complete Health Arizona, Inc. (AzCH) to receive funds for sustainability and enhancement of the operation of the Arizona Complete Health Avondale Resource Center in the amount of \$340,429.63 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In 2008, the City entered into an agreement with Care1st Health Plan Arizona to operate a resource center with the support of financial sponsorship. The former Old Town Library building was available and, with relatively minor renovations, was converted into a resource and housing center.

The first of its kind in the Southwest Valley, this multifaceted hub for human services was established in 2009 through an innovative public and private partnership between Care1st Health Plan Arizona, the City of Avondale and First Things First. Approximately 61 agencies provide an array of services including, health insurance enrollment, nutrition services, financial and emergency assistance, rental/ mortgage assistance, utility assistance, parenting and early childhood development classes.

Due to growing community needs, the center moved to a new facility that has significantly increased the size of the previous space. Arizona Complete Health has assumed all programs and services in Maricopa County that Care1st Health Plan of Arizona previously operated.

With funding from Arizona Complete Health, Neighborhood and Family Services staff will continue to identify needed human services and recruit agencies which provide the services needed in the community. The creation of the resource center has complimented the revitalization efforts in Historic Avondale and has attracted other human services funding, specifically from First Things First.

DISCUSSION:

The resource center is managed by staff of the Neighborhood and Family Services Department (NFS). Arizona Complete Health will be increasing the contribution by a total of \$11,125.48 to account for staff cost of living adjustments and salary increases.

The information listed below is a summary of how the financial support provided by Arizona Complete Health (AzCH) will be utilized.

Funding from AzCH will provide:

- Support the salary of the existing City full-time equivalent (FTE) position serving as Resource Center Coordinator and is responsible for the day to day center operations
- Janitorial services and supplies, facility and ground maintenance, including upkeep of the interior garden
- General office supplies, meeting supplies, printing, risk management, repair and maintenance of equipment, IT replacement charges, and utilities
- Two existing City full-time equivalent (FTE) positions who serve in a reception/clerical capacity are supervised by the Family Services Manager

Joint City of Avondale and AzCH Responsibilities:

- Work together to provide a comprehensive marketing plan to create awareness by residents in the Southwest Valley of the services provided in the resource center
- Work together to provide an evaluation plan which will provide both AzCH and the City with accurate, timely, and comprehensive evaluation data

BUDGET IMPACT:

Arizona Complete Health (AzCH) will be increasing the contribution by a total of \$11,125.48 to account for staff cost of living adjustments and salary increases. AzCH will provide a total of \$340,429.63 for calendar year 2022.

RECOMMENDATION:

Staff recommends that the City Council approve the Financial Assistance Agreement with Arizona Complete Health to receive funding for sustainability and enhancement of the operation of the Arizona Complete Health Avondale Resource Center in the amount of \$340,429.63 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: Carole-Jerie Guajardo

**FIRST AMENDMENT
TO
FINANCIAL ASSISTANCE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HEALTH NET OF ARIZONA, INC.
D/B/A
ARIZONA COMPLETE HEALTH**

THIS FIRST AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT (this “First Amendment”) is entered into as of December 28, 2021, between the City of Avondale, an Arizona municipal corporation (the “City”), and Health Net of Arizona, Inc., an Arizona corporation d/b/a Arizona Complete Health (the “Provider”). The City and Provider are also referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

A. The City and the Provider entered into a Financial Assistance Agreement (the “Agreement”), dated February 16, 2021, for the Provider to provide funding to the City in support of the City’s human and housing services resource center (the “Funding”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

B. The City and the provider desire to enter into this First Amendment to extend the term of the Agreement and increase the amount of Funding provided to the City for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Provider hereby agree as follows:

1. Accuracy of Recitals. The Parties hereby acknowledge the accuracy of the Recitals, which are incorporated herein by this reference.
2. Term. The term of the Agreement shall be extended until December 31, 2022.
3. Compensation. The Provider shall increase the amount of Funding to the City by \$11,125.48, resulting in an increase of the aggregate Funding amount from \$329,304.15 to \$340,429.63. The Funding shall be disbursed as set forth in the payment schedule attached hereto as Exhibit A and incorporated herein by reference.
4. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and

effect. Terms as defined in the Agreement shall have the same meaning when referred to in this First Amendment.

5. Non-Default. By executing this First Amendment, the Provider affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Provider claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Cherlene Penilla, Acting City Manager

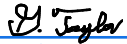
ATTEST:

Marcella Carrillo, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Provider”

Health Net of Arizona, Inc. d/b/a Arizona Complete Health,
an Arizona corporation

By: 
Greg Taylor (Feb 3, 2022 11:15 MST)

Name: Greg Taylor

Title: Regional Vice President, Community Affairs

EXHIBIT A
TO
FIRST AMENDMENT
TO
FINANCIAL ASSISTANCE AGREEMENT

[Payment Schedule]

ITEM	AMOUNT	DUE DATE
Funding for Operations and Staff Members	\$170,214.81	January 1, 2022
Funding for Operations and Staff Members	\$170,214.82	July 1, 2022

Total Amount Due: \$340,429.63

CITY COUNCIL REPORT

SUBJECT: Resolution 1012-0222 - Contract with Heinfeld, Meech & Co., P.C. to Provide Financial Auditing Services.

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Director, Finance (623) 333-2016

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-1012

STRATEGIC PLAN:

Supports Goal 4 - Innovative Program and Service Delivery.

PURPOSE:

City Council will consider a request to adopt Resolution 1012-0222 authorizing Heinfeld, Meech & Co., P.C. to provide financial auditing and consulting services to the City and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City is required to have an outside auditing firm conduct a Single Audit of its finances annually. One of the results of this process is the publication of the City's Annual Comprehensive Financial Report (ACFR) which contains the City's audited financial statements for the fiscal year along with other relevant information. The Government Finance Officers Association (GFOA) recommends local governmental entities obtain independent audits of their financial statements, and single audits performed in accordance with the appropriate professional auditing standards. Properly performed audits play a vital role in the public sector by helping to preserve the integrity of the public finance functions, and by maintaining public confidence in their elected leaders. Auditor independence can be enhanced by replacing the independent audit firm at the end of each multiyear agreement. The City has utilized the current firm for this purpose for the last five years and the contract is expiring in 2022.

Staff reviewed the statements of qualifications of several firms currently under contract with the State of Arizona to provide statewide financial auditing services. Staff selected Heinfeld, Meech & Co.,P.C., conducted an interview, and requested a scope of services, and a fee proposal. Staff reviewed the firm's proposal and recommends adoption of the resolution to contract with Heinfeld, Meech & Co.,P.C. to provide the financial auditing and consulting services.

Article VI, section 11 of the City's Charter indicates that the Council will designate the City's auditing firm. To comply, staff are recommending action to approve the attached Resolution.

DISCUSSION:

Upon approval, Heinfeld, Meech & Co.,P.C., will provide scope of services and deliverables to the City on an annual basis, not to exceed five years.

BUDGET IMPACT:

The cost of this contract is included in the city's annually adopted budget. Staff anticipate that fees for this service will increase slightly over the existing level, but adequate capacity exists within the Finance and Budget Department.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution authorizing Heinfeld, Meech & Co.,P.C. to provide financial auditing and consulting services to the City; and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

Contact person for document distribution: Howell Lindsay

February 3, 2021

City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

We are pleased to have this opportunity to present a quotation for annual audit services to the City of Avondale (City). As a firm specializing in the governmental and non-profit industries, this engagement will be similar to financial statement and compliance audits performed by HeinfeldMeech since 1986. Our firm is an industry leader in Arizona, currently providing assurance services to 185 governmental entities in the State. The depth and breadth of our experience with local governments assures you that we will be able to provide the requested audit services by the City's deadlines while being a valuable resource for accounting matters throughout the year.

We believe that the following attributes are the most important reasons that you should select our firm as the City's independent auditor.

- ✓ **Providing National Expertise on the Local Level.** While HeinfeldMeech is a local Arizona firm, we are also recognized as a national leader in the governmental accounting industry. We are frequently called upon by industry organizations such as the American Institute of Certified Public Accountants, Arizona Society of Certified Public Accountants, Government Finance Officers Association, and Association of Government Accountants to serve on committees or provide presentations at conferences. This extensive involvement means that our team stays current on recent and upcoming changes in accounting and auditing standards affecting your organization.
- ✓ **Dedicated to Providing Best Practices.** We seek out opportunities to learn about our clients' operations and objectives so that we may identify ways to provide assistance on financial reporting and operational matters. The assigned engagement supervisors will be the primary contacts for any questions; however other senior members of our firm are available to provide technical assistance as needed. Our commitment to assisting local governments also led us to develop an annual conference that addresses important accounting, compliance and operational topics for local governments. If the City requires more extensive assistance, our full-time consulting division also provides a range of services specifically designed to address the needs of governments.
- ✓ **Governmental and Federal Programs Expertise.** Due to our extensive history performing governmental audits, our firm has the expertise required to perform this engagement for the City. We also understand the unique challenges of auditing Federal programs as we perform more Single Audits annually for Arizona entities than any other firm. HeinfeldMeech is registered with the AICPA Governmental Audit Quality Center, demonstrating our commitment to the highest standards of quality in governmental and Uniform Guidance audits.



- ✓ **Emphasis on Service Excellence.** The success and growth of HeinfeldMeech has always depended upon a superior level of client service. To ensure that your team is meeting our high standard, we will ask for feedback on the City's satisfaction at the end of each audit engagement. Within the past year, 100% of responding clients have indicated that they would recommend our firm. We take pride in this statistic since their willingness to refer us to others is the best possible indicator of the quality of our service.

Our firm understands the work to be completed for this engagement and we are committed to meeting all of the City's requirements and timelines. This proposal is a firm and irrevocable offer for 120 days.

Should you have any questions or need additional information, please contact me at (623) 237-7951 or jill.shaw@hm.cpa.

Sincerely,



Jill A. Shaw, CPA
Managing Partner

LICENSE TO PRACTICE IN ARIZONA

Heinfeld, Meech & Co., P.C. is a properly licensed Arizona certified public accounting firm (#463) and is a member firm of the American Institute of Certified Public Accountants. Eleven firm partners and 15 other professional staff members are certified public accountants licensed in Arizona.

In addition, all key professional staff assigned to the audit of the City of Avondale are properly licensed to practice public accounting in the State of Arizona.

FIRM QUALIFICATIONS AND EXPERIENCE

Heinfeld, Meech & Co., P.C. is a registered Arizona corporation and is a woman-owned small business enterprise. Founded in 1986, we specialize in providing auditing and consulting services to local governmental and non-profit entities. Our leadership in industry programs, employee development, financial reporting excellence and quality control demonstrate our focus on governmental accounting and our commitment to keeping our clients and our own professionals informed about significant developments in the industry.



The firm's staff totals 56 with offices in Tucson, Scottsdale and Flagstaff, Arizona. Our entire client service team is dedicated to working with Arizona local governments and non-profits. Because of this specialization, we can assure you that the City will receive high-quality, local service throughout the engagement. HeinfeldMeech's staffing currently includes the following categories:

Partners	13	Staff Associates	12
Managers	10	Audit Interns	3
In-Charge Accountants	13	Administrative	5

Governmental Services Leadership

HeinfeldMeech is an industry leader for governmental audit services in the State of Arizona, currently providing assurance services to over 185 governmental entities. Our firm is a member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center (GAQC), which is committed to the highest standards of quality in governmental audits. As a national community of CPA firms, this membership provides our team with access to best practices and tools that help ensure the quality of our governmental audits while providing the up-to-date information needed to serve our clients.



Two firm partners have served as members of the Executive Committee of the GAQC.

Our specialization in the governmental and nonprofit industries provides you with the security that serving these industries is our first priority, as we have no commercial, for-profit, or tax clients that demand our time or resources. Our focus on the public sector also ensures that the assigned audit team will be knowledgeable, experienced and qualified in these industries. Because of this emphasis on governmental accounting, our assistants will be properly trained and supervised to address the unique audit and reporting challenges of local governments and non-profits.

Governmental Reporting Standards



As HeinfeldMeech primarily provides services to governmental entities, we commit significant resources to training our professional staff on governmental reporting standards and assisting our clients with the implementation of new reporting standards. This includes the participation by two of our partners on national AICPA committees. Participation on these committees also provides HeinfeldMeech with pre-issuance access and input to changes in GASB financial report requirements and audit methodology techniques.

Our firm is also a leading expert in this area and has been asked to conduct numerous trainings on changes to government accounting and auditing standards including those on the pension and OPEB accounting and reporting requirements, Uniform Guidance, auditing standards, audit quality and Government Auditing Standards.

Single Audit Experience

HeinfeldMeech has considerable experience auditing federal programs under Uniform Guidance requirements, including over 40 percent of Single Audits completed each year for Arizona local governments. Due to our extensive experience and involvement on national industry committees, you can be assured that our audit teams are familiar with the current requirements for Federal programs testing and reporting. All supervisory staff of HeinfeldMeech are also required to obtain the Advanced Single Audit Certificate issued by the AICPA.

As Single Audits are so significant to our practice, we invest heavily in relevant resources and provide our audit teams with reference materials needed to properly audit Federal programs, including:

- AICPA audit guides and practice aids
- Uniform Guidance and reference materials
- The current OMB Compliance Supplement
- Single Audit practice aids by external providers
- Continuing professional education focused on Single Audit topics

External Quality Control Review



As required by our profession and the State of Arizona, every three years HeinfeldMeech participates in a review of the firm's system of quality controls. A report with a rating of pass was issued August 31, 2021, by the firm of Grant Bennett Associates, A.P.C. A copy of this report is enclosed on the following page. The quality control review included governmental audits performed by our firm, with an in-depth review of the working papers and reports.

Our reports and working papers also have successfully passed the desk and working paper reviews performed by the U.S. Department of Education, U.S. Department of Transportation, U.S. Department of Labor, Arizona Office of the Auditor General, and Arizona Department of Education. A detailed listing of these reviews will be provided upon request.

In addition, we have no record of substandard work and there has been no disciplinary action taken or pending against the firm with regulatory bodies or professional organizations.

Grant Bennett Associates

A PROFESSIONAL CORPORATION



Report on the Firm's System of Quality Control

August 31, 2021

To Heinfeld, Meech & Co., P.C. and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P.C. (the firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P.C. in effect for the year ended May 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Heinfeld, Meech & Co., P.C. has received a peer review rating of *pass*.

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



www.gbacpa.com

10850 Gold Center Drive, Suite 260
Rancho Cordova, CA 95670
916/922-5109 FAX 916/641-5200

1970 Broadway, Suite 260
Oakland, CA 94612
510/817-4886

Princeville, HI
888/763-7323

Together as One. Grant Bennett Associates is a Member of the Alliott Global Alliance of independent professional firms.

Industry Involvement

We are involved with a number of industry organizations, committees and other activities. This provides our team with the opportunity to remain current on governmental audit and reporting issues. The involvement by our Arizona-based auditors and consultants includes:

- Brittney Williams is a member of the AICPA PCPS Technical Issues Committee.
- Brittney Williams and Corey Arvizu have both been members of the AICPA Governmental Audit Quality Center Executive Committee.
- Chris Goeman is a member of the Association of Government Accountants (AGA) Financial Management Standards Board.
- Joshua Jumper and Chris Goeman are Special Review Committee Members for the GFOA's annual financial report certificate program.
- Joshua Jumper is serving as the Treasurer of the AGA Phoenix Chapter.
- Christopher Heinfeld is a member of the Arizona State Board of Accountancy Accounting and Auditing Advisory Committee.
- Christopher Heinfeld is a member of the DCPA (Digital CPA Conference) Advisory Board.
- Eugene Park is a member of the ASCPA Board of Directors and AICPA Young Member Leadership Committee.
- Jennifer Shields serves on the committee for the ASCPA Annual Governmental Accounting Conference.
- Brittney Williams serves on the Financial Management Standards Board for the AGA.
- Six firm members are Certified Government Finance Managers (CGFM) recognized by the AGA.

Outside Presentations

We also frequently asked to share our expertise as presenters at conferences and trainings for organizations such as GFOAZ, AGA, AICPA, and ASCPA. Our recent presentations include:

<i>Single Audit Update</i> (ASCPA 2022 Governmental Accounting Conference)
<i>Internal Control over Compliance: Let the Standards Be Your Guide</i> (2021 AICPA & CIMA Governmental and Not-for-Profit Training Program)
<i>Internal Control Over Compliance: A Step-by-Step Approach</i> (2021 AICPA & CIMA Governmental and Not-for-Profit Training Program)
<i>Uniform Guidance Refresher</i> (ASBO International 2021 Annual Conference and Expo)
<i>GASB Updates</i> (GFOAZ 2021 Summer Conference)
<i>Best Practices in SEFA and Grants</i> (AGA Phoenix Chapter June 2021 Chapter Meeting)
<i>Single Audit Updates</i> (AGA Phoenix Chapter 2021 Professional Development Training)
<i>Budgeting an Internal Audit Program</i> (GFOAZ 2021 Winter Conference)
<i>Single Audit Update</i> (ASCPA 2021 Governmental Accounting Conference)
<i>Single Audit Developments Related to COVID-19</i> (GFOAZ January 2021 Quarterly Training)

CLIENT REFERENCES

With 35 years of experience in the industry, HeinfeldMeech has performed over 4,200 audits for local governmental agencies, including over 175 within the past year. The following selection of references are Arizona municipalities whose financial statements have been recently audited by our firm.

City of Chandler

Contact: Dawn Lang, Deputy City Manager | CFO or Kristi Smith, CPA, CFE, Accounting Manager
 MS 702/P. O. Box 4008
 Chandler, AZ 85244-4008
 (480) 782-2255 or (480) 782-2332
Dawn.Lang@chandleraz.gov or kristi.smith@chandleraz.gov

Scope of work: Financial statement audit, Single Audit, review of financial report for GFOA submission, expenditure limitation report audit, HURF report, HUD-REAC agreed-upon procedures, ADEQ landfill assurance, and biennial agreed-upon procedures for development impact fees

Audit dates: June 30, 2003 through 2021

City of Tempe

Contact: Thomas Duensing, Deputy Internal Services Director
 P. O. Box 5002
 Tempe, AZ 85280
 (480) 350-8505
thomas_duensing@tempe.gov

Scope of work: Financial statement audit, Single Audit, review of financial report for GFOA submission, HURF report, review of HUD REAC submission, expenditure limitation report audit, and biennial agreed-upon procedures for development impact fees

Audit dates: June 30, 2005 through 2021

City of Buckeye

Contact: William Kauppi, Chief Financial Officer or Sherri Meredith, Accounting Manager
 530 E. Monroe Ave.
 Buckeye, AZ 85340-2806
 (623) 349-6161 or (623) 349-6154
wkauppi@buckeyeaz.gov or smeredith@buckeyeaz.gov

Scope of work: Financial statement audit, Single Audit, expenditure limitation report audit, financial statement audits of 7 community facility districts, review of financial report for GFOA submission, and biennial agreed-upon procedures for development impact fees

Audit dates: June 30, 2019 through 2021

City of Scottsdale

Contact: Sharron E. Walker, CPA, CFE, CLEA, City Auditor, or Anna Henthorn, Accounting Director
7447 E. Indian School Road, Suite 205
Scottsdale, AZ 85251
(480) 312-7756 or (480) 312-7805
swalker@scottsdaleaz.gov or ahenthorn@scottsdaleaz.gov or jgilbride@scottsdaleaz.gov

Scope of work: Financial statement audit of the City, Single Audit, review of financial report for GFOA submission, expenditure limitation report audit, review of HUD REAC submission, HURF report, and financial statement audits of the City's Municipal Property Corporation, Scottsdale Preserve Authority, and five community facilities districts

Audit dates: June 30, 2015 through 2021

City of Surprise

Contact: Jon Gake, Accounting Manager
16000 N. Civic Center Plaza
Surprise, AZ 85374
(623) 222-1828
jon.jake@supriseaz.gov

Scope of work: Financial statement audit, Single Audit, review of financial report for GFOA submission, HURF report, expenditure limitation report audit, and biennial agreed-upon procedures for development impact fees

Audit dates: June 30, 2018 through 2021

Town of Gilbert

Contact: Tanya Wright, Accounting Manager
50 E. Civic Center Dr.
Gilbert, AZ 85296
(480) 503-6930
tanya.wright@gilbertaz.gov

Scope of work: Financial statement audit, Single Audit, expenditure limitation report audit, HURF report, and review of financial report for GFOA submission

Audit dates: June 30, 2004 through 2021

Town of Fountain Hills

Contact: David Pock, CPA, CGFM, Finance Director
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268
(480) 816-5162
dpock@fh.az.gov

Scope of work: Financial statement audit, review of financial report for GFOA submission, HURF report, LTAF audit report, and expenditure limitation report audit

Audit dates: June 30, 2016 through 2021

RESUMES

The following individuals have been identified to supervise this engagement for the City. These individuals have extensive experience auditing local governmental entities, including Arizona municipalities.

Brittney Williams, CPA, CGFM – Audit Partner

Brittney Williams received a Master of Accounting degree from the University of Arizona. She has 18 years of experience with the auditing division of HeinfeldMeech. Brittney is licensed as a Certified Public Accountant in Arizona (#16586) and is a Certified Government Financial Manager (CGFM) recognized by the Association of Government Accountants (AGA). She also maintains memberships in the ASCPA, AICPA, GFOAz, GFOA and AGA.



Knowledge and Experience:

- Engagement partner or manager assigned to over 320 financial and compliance audits for governments and non-profits, including 43 for municipalities
- Recipient of the Advanced Single Audit Certificate from the AICPA
- Member of the AICPA PCPS Technical Issues Committee
- Former member of the AICPA Government Audit Quality Center Executive Committee (2017-2020)
- Member of the AGA's Financial Management Standards Board
- Approved team captain for the AICPA's Peer Review Program
- Instructor on accounting and compliance-related issues at conferences and workshops sponsored by the AGA, ASCPA, AICPA, Arizona ASBO, CalCPA, local AGA chapters, and our firm
- Internal control review for Town of Queen Creek
- MAS compliance reviews for municipal courts
- Development impact fee agreed-upon procedures for the City of San Luis, City of Surprise, City of Tempe, and City of Eloy

Selected Audit List:

- | | |
|---|--|
| • City of Tempe | • Creighton Elementary School District |
| • City of Surprise | • Tempe Elementary School District |
| • City of Scottsdale | • Tempe Union High School District |
| • City of San Luis | • City of Tempe Housing Assistance Fund |
| • City of Yuma | • City of Phoenix Long-Term Disability Program |
| • City of Eloy | • City of Phoenix Risk Management Fund |
| • Maricopa Association of Governments | • Arizona School Board Association Insurance Trust |
| • Arizona Municipal Water Users Association | • Yuma Area Benefit Consortium |
| • City of Phoenix Health Care Benefit Trust | • Scottsdale Municipal Property Corporation |
| • Kyrene Elementary School District | • Scottsdale Preserve Authority |
| • Washington Elementary School District | |

Joshua Jumper, CPA, CGFM – Audit Manager

Joshua Jumper received a M.S. in Accountancy and Information Systems from Arizona State University. He has 14 years of auditing experience with our firm. Joshua has been awarded his Certified Public Accountant license (Arizona #15338) and is a Certified Government Financial Manager (CGFM) recognized by the Association of Government Accountants (AGA). He is also a member of the AICPA, ASCPA, and AGA.



Knowledge and Experience:

- Supervisory experience on more than 195 financial and compliance audits for governmental and non-profit entities, including 39 for municipalities
- Recipient of the Advanced Single Audit Certificate from the AICPA
- Special Review Committee Member for the GFOA's annual financial report certificate program
- Treasurer of the AGA Phoenix Chapter
- Instructor for trainings and conferences sponsored by our firm
- Presenter at training events sponsored by AASBO and GFOAz
- Federal compliance rules and regulations
- Development impact fee agreed-upon procedures for the City of Tempe, City of Chandler and City of Casa Grande
- MAS compliance reviews for municipal courts

Selected Audit Experience:

- | | |
|--|---|
| <ul style="list-style-type: none"> • City of Chandler (2012 through 2021) • City of Tempe (2009 through 2021) • Town of Fountain Hills (2016 through 2021) • Maricopa Association of Governments (2018 through 2021) • City of Peoria (2008 through 2011, and 2016) • Town of Gilbert (2016) • Lake Havasu City (2010 through 2014) • Chandler Unified School District (2012 through 2021) • Creighton Elementary School District (2013 through 2021) • Higley Unified School District (2013 through 2021) • Roosevelt Elementary School District (2012 through 2021) • Buckeye Elementary School District (2018, 2020 and 2021) | <ul style="list-style-type: none"> • City of Chandler Workers' Compensation and Employer Liability Trust (2017 through 2021) • City of Chandler Self-Insurers' Fund (2014 through 2020) • City of Tempe Housing Assistance Fund (2017 through 2021) • Scottsdale Unified School District (2011 through 2019) • Tempe Elementary School District (2016, 2017, 2019 and 2020) • Gila Crossing Community School (2014 through 2020) • City of Phoenix Health Care Benefit Fund (2013, 2015 and 2018) • Chandler Cultural Foundation (2018 through 2021) • The Council on Chiropractic Education (2017 through 2021) |
|--|---|

Jared J. Young, CPA, CGFM – Audit Manager

Jared Young was awarded his M.S. degree in Accounting from the University of Arizona and joined our firm as a full-time associate in 2015. He has been awarded his CPA license by the Arizona State Board of Accountancy (#18221) and is a Certified Government Financial Manager (CGFM) recognized by the Association of Government Accountants (AGA). He is also a member of the AICPA, ASCPA, and AGA.



Knowledge and Experience:

- Supervisory experience on more than 115 financial and compliance audits for local governments and non-profits, including 20 for municipalities
- Preparation of governmental and non-profit financial statements
- Recipient of the Advanced Single Audit Certificate from the AICPA
- Reviews of governmental annual financial reports for the Association of School Business Official's Certificate of Excellence Program
- MAS compliance reviews for municipal courts
- Agreed-upon procedures for the Arizona Criminal Justice Commission and the Arizona Department of Education
- Assisted Maricopa County Internal Department with expenditure limited review in 2019
- Development impact fee agreed-upon procedures for the City of Tempe and City of San Luis
- Internal control review for the Town of Queen Creek

Selected Audit Experience:

- | | |
|---|--|
| • City of Tempe (2015 through 2021) | • Carefree Water Company (2020 and 2021) |
| • City of Scottsdale (2017, 2020 and 2021) | • City of Tempe Housing Assistance Fund (2018 through 2021) |
| • City of San Luis (2016 through 2021) | • City of Phoenix Health Care Benefit Trust (2018 through 2021) |
| • Town of Carefree (2020 and 2021) | • City of Phoenix Long-Term Disability Program (2017 through 2021) |
| • Town of Gilbert (2017 and 2019) | • City of Phoenix Risk Management Fund (2018 through 2021) |
| • Paradise Valley Unified School District (2019 through 2021) | • Scottsdale Preserve Authority (2020 and 2021) |
| • Alhambra Elementary School District (2015 through 2021) | • Scottsdale Municipal Property Corporation (2020 and 2021) |
| • Agua Fria Union High School District (2016 through 2021) | • City of Yuma (2016 through 2019) |
| • Littleton Elementary School District (2021) | • City of Surprise (2018) |
| • Camp Verde Unified School District (2020 and 2021) | • Town of Fountain Hills (2018) |
| • Parker Unified School District (2016 through 2021) | • Community Bridges (2018 and 2019) |
| • Deer Valley Unified School District (2018 and 2019) | • Tanner Community Development Corporation (2020) |

TECHNOLOGICAL RESOURCES AND DATA ANALYTICS

Extent and Use of EDP Software and Other Technology

HeinfeldMeech utilizes the following technological resources during audit engagements:

- Citrix server environment to ensure audit personnel have secured remote access to data throughout the engagement;
- CCH ProSystem fx Knowledge Coach audit software that provides customizable audit programs, interactive diagnostics, and automated workflow;
- Microsoft basic software applications including word processing and spreadsheets to achieve our documentation and reporting objectives;
- CaseWare IDEA Data Analysis software that will be utilized to audit large data volumes and perform sampling procedures.

Experience Performing Remote Audits

For several years, HeinfeldMeech has been conducting remote audits, and continually invests in resources that allow us to perform remote audits efficiently and effectively. Some of the technologies and tools we utilize to conduct remote audits are listed below.

- A secured client portal that meets industry standards may be used to receive data from and send information to the City.
- In addition to the portal, CCH ProSystem fx Engagement Organizer is used to simplify the process of requesting, receiving and tracking audit documentation. Clients log into the Organizer to view all requests, upload documents, and make notes to the audit team. The Organizer even tracks due dates. All of these features make it easy for clients to see which requests are still outstanding. In addition, clients can grant multiple staff members access to the Organizer to allow for each department to manage their own audit requests.

Below is a screenshot from an Engagement Organizer:



REQUEST ITEMS	NOTES	ATTACHMENTS
Pending 38 Rejected 0 Completed 0 Accepted 0 Not Applicable 0 All		Clear Download + Add Section
^ GENERAL INFORMATION		ATTACHMENTS NOTES DUE DATE
Trial balance in Excel as of the last day of the period.		
Detailed general Ledger for the period (preferably in Excel).		
Copies of all Board of Director meeting minutes from inception to present.		
Detail of related party transactions for the period.		
Detail of legal expenses by attorney and copies of all legal invoices for the period.		
Detail of intercompany revenues and expenses for the period.		

- Video technologies such as Microsoft Teams and Zoom are used to conduct interviews and internal control walkthroughs with your staff. These platforms also include capabilities for users to share their screens which can be useful in working through questions.

- Adobe Sign is utilized to obtain e-signatures. In a remote environment, this tool allows us to efficiently and securely sign engagement letters, management representation letters, and confirmations.
- If you choose to do so, the City may also grant HeinfeldMeech electronic, read-only access to your financial software through a VPN or similar connection. HeinfeldMeech has the necessary policies and safeguards in place to ensure that data accessed by the firm is secure. Such access often creates efficiencies by minimizing the amount of time your staff need to spend fulfilling audit requests.

Data Analytics Audit Methodology



HeinfeldMeech utilizes CaseWare IDEA software, a comprehensive, powerful tool that allows for faster and more effective auditing techniques over various audit areas. The use of data analytics will allow for audit procedures to be focused on those items which appear to be anomalies as identified through this analysis. In some instances, the use of data analytics will allow for the testing of complete sets of data rather than the sampling of a limited number of transactions.

Data analytics procedures applied in the audit may include:

- Analyzing month-to-month and year-to-year audit data to identify trends and anomalies
- Technology controls checks by comparing established user roles with user activity
- Applying Benford's Law to examine frequency distribution of transactions
- Identifying fluctuations and anomalies in bank account reconciliations
- Using "fuzzy logic" to identify addresses shared by employees and vendors
- Identifying anomalies and differences in capital asset listings from year to year
- Identifying and examining anomalies in payroll-related transactions
- Analysis of adjusting journal entries: including key word detection and analysis of approvals
- Modifying data from PDF files or disorganized Excel files for completion of audit procedures
- Verification of database information provided to pension and OPEB actuaries

Additional audit requests for data analytic procedures may include, but are not limited to, the following:

- Detail payroll data file
- Adjusting journal entries
- Employee maintenance files
- Vendor maintenance files
- Invoice processing file
- Banking and credit card/purchasing card report

PRICING

Below is our firm's quotation for audit services for the City of Avondale for the fiscal years ending June 30, 2022, with an option to renew until the expiration of Arizona State Procurement Office Contract # CTR042584-1 (Statewide Financial Auditing Services). The amounts presented are "not to exceed" fees and include all travel and other expenses. This quotation is effective (non-rescindable) for 120 days.

Service Description	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Financial Statement Audit and Single Audit	\$58,000	\$59,750	\$61,500	\$63,350	\$65,250
Annual Expenditure Limitation Report	2,000	2,050	2,125	2,200	2,275
ACFR preparation assistance (if requested)	10,000	10,000	10,000	10,000	10,000
Total	\$70,000	\$71,800	\$73,625	\$75,550	\$77,525

The above fee does not include additional time required for expansion of the scope of the audit due to changes, subsequent to the date of this proposal, in audit and/or reporting requirements that increase the scope of work.

Hourly Rates for Additional Services

Any additional work authorized by the City completed before June 30, 2023 will be billed at the following hourly rates. These hourly rates will be increased 3% annually for any work completed after June 30, 2023. Any required additional services will be discussed with the City in advance and may be billed at the hourly rates listed below or at a negotiated fixed fee, depending on the nature of the additional work.

Principal - \$260; Manager - \$195; Senior/In-Charge Auditors - \$150; Staff - \$105

RESOLUTION NO. 1012-0222

RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A CONTRACT WITH THE FIRM HEINFELD MEECH & CO. TO PROVIDE FINANCIAL CONSULTING SERVICES ON AN ANNUAL BASIS PURSUANT TO THE CITY CHARTER, WITH RENEWALS FOR THE NEXT FIVE YEARS.

WHEREAS, Article VI, Section 11 of the Charter of the City of Avondale (the “City Charter”) provides that, prior to the end of the fiscal year, the City Council of the City of Avondale (the “City Council”) shall designate an independent certified public accountant to make an audit of accounts and evidence of fiscal transactions of the City of Avondale (the “City”) at the end of the fiscal year; and

WHEREAS, the City staff followed procurement procedures to identify Heinfeld Meech & Co. as a qualified firm available to perform the annual audit and contract with the City for such services through a Cooperative Purchasing Agreement (the “Agreement”) with an annual term of one year with four additional renewals.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

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

SECTION 2. The Agreement with Heinfeld Meech & Co. relating to the annual audit services is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The term of the Agreement shall be for one year with four annual renewals for a total of five years.

SECTION 4. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1012-0222

[Agreement]

See following page.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HEINFELD, MEECH & CO. P.C.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of May 22, 2019, between the City of Avondale, an Arizona municipal corporation (the "City"), and Heinfeld, Meech & Co., P.C., an Arizona professional corporation (the "Consultant").

RECITALS

A. After a competitive procurement process, the State of Arizona ("State") entered into Contract No. CTR042582, dated March 1, 2019 (the "State Contract"), for the Consultant to provide financial auditing services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the State Contract, at its discretion and with the agreement of the awarded Consultant.

C. The City and the Consultant desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Consultant may provide the City with financial auditing services for various pending City projects, as more particularly set forth in Section 2 below (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 28, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the State Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in

writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the State Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Consultant shall provide the Services to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection. Consultant acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

3. Compensation. The City shall pay Consultant for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed the budget adopted by the City Council and authorized by the approved Purchase Order for each project at the unit rates set forth in the State Contract.

4. Payments. The City shall pay the Consultant monthly, based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice

shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

6. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

7. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the State Contract and invoices, the documents shall govern in the order listed herein.

8. Rights and Privileges. To the extent provided under the State Contract, the City shall be afforded all of the rights and privileges afforded to State and shall be the "State" (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

9. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 8 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Consultant's obligation to provide the indemnification and insurance.

10. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Marsha Chavez, Senior Buyer
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Michael Wawro, City Attorney

If to Consultant: Heinfeld, Meech & Co., P.C.
10120 N. Oracle Road
Tucson, Arizona 85704
Attn: Diane Bradley, Partner
diane.bradley@heinfeldmeech.com

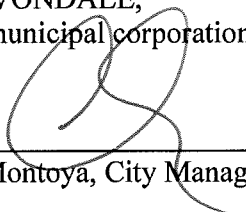
or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

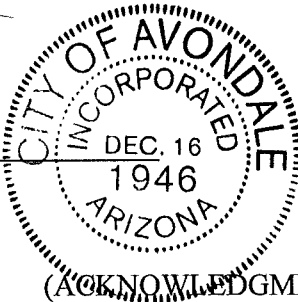


Charles A. Montoya, City Manager

ATTEST:

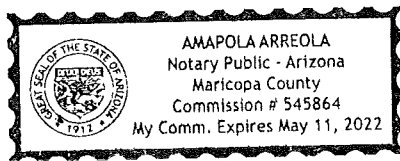


Marcella Carrillo, City Clerk



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 10, 2019, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.





Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Consultant"

HEINFELD, MEECH & CO, P.C.
an Arizona professional corporation

By: _____

Diane Bradley

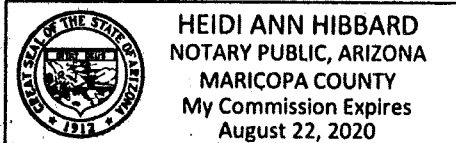
Name: Diane Bradley

Title: Partner - Administration

(ACKNOWLEDGMENT)

STATE OF Az)
) ss.
COUNTY OF Maricopa

On June 5, 2019, before me personally appeared Diane Bradley, the Partner - Admin of HEINFELD, MEECH & CO., P.C., an Arizona professional corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



Heidi Ann Hibbard
Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HEINFELD, MEECH & CO., P.C.

[State Contract]

See following pages.



Request for Proposal
Solicitation No.
BPM000254
Description:
Statewide Financial Auditing Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Statewide Financial Auditing Services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	☒ 1/20/18	<u>DIB</u>			
	Date		Initial			
Revised Offers:	2.	☒ 1/30/19	<u>DIB</u>	3.	☒	
	date #1		Initial	date #1	initial	date #1
	5.	☒		6.	☒	
	date #4		initial	date #5	initial	date #6
Best and Final Offer:	8.	☒				
	Date		initial			

Heinfeld, Meech & Co., P.C.

Offeror company name

10120 N. Oracle Rd.

Address

Tucson, AZ 85704

City | State | ZIP

86-0558065

Federal tax identifier (EIN or SSN)

Diane Bradley

Signature of person authorized to sign Offer

DIB

Initials

Diane Bradley, Partner - Administration

Printed name and title

Diane Bradley, Partner - Administration

Contact name and title

diane.bradley@
heinfeldmeech.com

Contact Email Address

(520) 903-6867

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number # at the top of this form, and which was dated date (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR042584 The effective date of the Contract is: 3-1-2019 Contract awarded 2-22-2019
Date Date

Delia A. Walters

Procurement Officer signature

Delia A. Walters

Procurement Officer,

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms
Page 14 of 106

3

Available online at APP.AZ.gov

Douglas A. Ducey
Governor



Elizabeth Alvarado-Thorson
Interim Director

**ARIZONA DEPARTMENT OF
ADMINISTRATION**

STATE PROCUREMENT OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 402
PHOENIX, ARIZONA 85007
(602) 542-1500

February 22, 2019

Diane Bradley, Partner - Administration
Heinfeld Meech and CO PC
10120 N. Oracle Road
Tucson, Arizona 85704

Email: diane.bradley@heinfeldmeech.com

REF: Solicitation BPM000254 for Statewide Financial Auditing Services

Notification of Award

Dear: Ms. Bradley:

Thank you for submitting a response to Request for Proposal #BPM000254. I am pleased to inform you that your company's offer has been selected for award for Statewide Financial Auditing for the State of Arizona. The initial contract term shall begin on March 1, 2019.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contract, is now available for public viewing via the State's e-Procurement system, app.az.gov.

In accordance with Special Terms and Conditions, 6.2 Contractor Insurance Verification of Coverage, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. (reference attached excerpt) Please submit your certificate(s) of insurance to me no later than February 28, 2019. Please note that the certificate(s) of insurance must be submitted prior to the delivery of services.

If you have any questions regarding your company's contract, please contact me at delia.walters@azdoa.gov or at 602-542-9125. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Delia A. Walters".

Delia A. Walters
Procurement Manager, Senior, Statewide

C: BPM000254_Procurement File

Attachment



Request for Proposal

Solicitation No.

BPM000254

Description:

Statewide Financial Auditing Services

Arizona Department of
Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

—Pro

Part 2: Scope, Pricing and Terms and Conditions

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Request for Proposal

Solicitation No.

BPM000254

Description:

Statewide Financial Auditing Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

SECTION 2-A: Scope of Work

I. GENERAL SCOPE REQUIREMENTS: Following are general requirements for the Scope of Work:

A. PROJECT DESCRIPTION

The State of Arizona, Department of Administration, State Procurement Office, requires the services of one or more certified public accounting firms to perform audits of financial statements and compliance audits, field audits, and other types of audits and funds/accounts. Some agencies will require services beginning immediately after contract award for fiscal year ending June 30, 2019, and some agencies require services in 2020 for fiscal year ending June 30, 2020. Below is a list of agencies with specific Scopes of Work, whereas other agencies may use the contract under the All Eligible Users section of the Scope of Work.

1. Arizona State Retirement System (ASRS)
2. Arizona Lottery (Lottery)
3. Arizona Department of Transportation (ADOT)
4. Water Infrastructure Finance Authority (WIFA)
5. Citizens Clean Elections Commission (CCEC)
6. Arizona Automobile Theft Authority (AATA)
7. Arizona Health Care Cost Containment System (AHCCCS)
8. Arizona Department of Education (AZDE)
9. All Eligible Users



Request for Proposal

Solicitation No.

BPM000254

Description:

Statewide Financial Auditing Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

These engagements must be completed as specified under sections II through X of this Scope of Work. Earlier completion of these engagements is encouraged if practicable. Proposals for audit services for each agency will be evaluated individually. The award for each entity will be determined on the basis of demonstrated competence and qualifications to perform the required audit work for reasonable compensation.

B. NATURE OF SERVICES REQUIRED

The firm selected for each entity will be required to perform financial and/or compliance audits as indicated below in accordance with U.S. generally accepted auditing standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the provisions of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as appropriate.

1. Arizona State Retirement System (ASRS) - Financial Statements
2. Arizona Lottery (Lottery) - Financial Statements and Games
3. Arizona Department of Transportation (ADOT) - Financial Statements and Single Audit in support of the Department of Administration's statewide audit.
4. Water Infrastructure Finance Authority (WIFA) - Financial Statement Compilation, Financial Statement audit, Single Audit in support of the Department of Administration's statewide audit.
5. Arizona Automobile Theft Authority (AATA) - Annual Financial Statements
6. Citizens Clean Elections Commission (CCEC) - Financial Statements and Candidate's Campaign Finance Report; Compliance with Applicable Statutes and Rules
7. Arizona Health Care Cost Containment System (AHCCCS) - Financial Statements, EPSDT Outreach Audit, and Single Audit in support of the Department of Administration's statewide audit.



Request for Proposal

Solicitation No.

BPM000254

Description:

Statewide Financial Auditing Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

8. Arizona Department of Education - Field Audit

9. All Eligible Users – Financial Audits, Programmatic or Performance Audits

C. REPORTING REQUIREMENTS

Reports must be prepared at the completion of the audit according to U.S. generally accepted auditing standards; Government Auditing Standards, issued by the Comptroller General of the United States; and the provisions of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. A report detailing fraudulent acts must be prepared when such acts are discovered.

D. TERM OF AGREEMENT

The initial term of this Agreement shall provide for the audits of the aforementioned agencies to be performed for either the fiscal year ending June 30, 2019, or June 30, 2020, with options for four additional one-year contracts for all audits.

E. TIMING OF AUDIT WORK

The Contractor shall work with the respective agencies to develop an audit schedule that is acceptable to each agency. Audit work may begin once the contract is signed. Final audit reports must be submitted to the auditee as indicated in the agency-specific scope of work. All State agency audits shall be completed according to the requirements of each agency and in time for inclusion in the Department of Administration's Statewide CAFR and Single Audit Reporting Package.

An extension of the audit completion date may be granted by the Department of Administration due to auditee delays or other factors beyond the Contractor's control.

F. AUDIT DOCUMENTATION



Request for Proposal

Solicitation No.

BPM000254

Description:

Statewide Financial Auditing Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

Audit documentation must be retained for five years from the date of the audit report and shall be available, free of charge, for examination by authorized representatives of the cognizant agency, the U.S. General Accountability Office, the Auditor General, and the management of the state agency or their representative, and shall be produced at the Auditor General's Office upon request, free of charge.

G. NUMBER OF REPORT COPIES

Upon completion of the audit, the Contractor must provide the auditee and the Department of Administration with the number of electronic final audit reports and financial statement copies specified by the auditee in the agency-specific scope or work or task order. Electronic reports and financial statements shall be in PDF format and not be password protected. Further, links and bookmarks set up for each page of the table of contents within the PDF files would be helpful. Finally, all signatures of auditors and clients should be excluded from the files.

II. AGENCY-SPECIFIC REQUIREMENTS: Arizona State Retirement System (ASRS)

The Arizona State Retirement System ("ASRS") is a state public pension system. Governed by its nine-member Board of Trustees, the ASRS manages a defined benefit plan and provides retirement, retiree health insurance, and long term disability benefits for members. The June 30, 2018 market value of the ASRS trust fund is approximately \$40 billion.

- A. Essential information about the ASRS may be found at its website, <http://www.asrs.state.az.us/web/index.do> and historical annual reports may be found at <https://www.azasrs.gov/content/annual-reports>.
- B. The Contractor shall be licensed as a certified public accounting firm with the Arizona State Board of Accountancy (ASBA) and shall be in good standing with the ASBA.
- C. The Contractor shall perform the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Additionally, the contractor shall:
 -



Request for Proposal

Solicitation No.
BPM000254
Description:
Statewide Financial Auditing Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

1. Annually audit the Schedules of Employer Allocations and Pension Amounts by Employer and the related notes to both schedules, in accordance with GASB standards. These schedules may be issued in conjunction with the issuance of ASRS's June 30 Comprehensive Annual Financial Report (CAFR) or they may be issued separately from the CAFR. The audit report issued for these schedules shall be dated no later than December/January 31 of that audit year.
 2. Annually audit the Schedules of Employer Allocations and Other Post-Employment Benefits (OPEB) Amounts by Employer and the related notes to those schedules in accordance with GASB standards. These schedules may be issued in conjunction with the issuance of ASRS's June 30 Comprehensive Annual Financial Report (CAFR) or they may be issued separately from the CAFR. The audit report issued for these schedules shall be dated no later than December/January 31 of that audit year.
 3. Annually conduct expanded employer census data testing. The Contractor may utilize the services of the ASRS Internal Audit team to achieve the expanded testing, to the extent permitted in accordance with generally accepted governmental auditing standards.
- D. The Contractor shall have the necessary expertise to ensure that the ASRS remains in compliance with the Government Finance Officer Association (GFOA) Certificate of Achievement Program for the purpose of receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting.
- E. The Contractor shall provide an audit schedule to the ASRS as provided for in the audit timetable. Complications that arise in meeting the audit timetable shall be communicated to the ASRS Chief Financial Officer within five working days after the occurrence. The ASRS must agree that the complications alleged by the Contractor justify the Contractor's failure to meet the audit timetable. Audit timetable is as follows:

EVENT	DATE
Implementation/opening conference and beginning of audit.	Tentatively scheduled for March following contract award
Schedule for all ASRS audit resource requirements (including lead schedules).	May 31 annually.
Meeting with the ASRS staff to discuss internal control report and findings and recommendations. (Serves as exit conference.)	No less than three weeks prior to the issuance of report(s)



Request for Proposal

Solicitation No.

BPM000254

Description:

Statewide Financial Auditing Services

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402

Phoenix, AZ 85007

Presentation of Final Reports to the ASRS Board for Board acceptance.	ASRS Board meeting following the issuance of the final report.

F. The ASRS retains the right to approve or reject any replacements to the firm's staff assigned to this audit.

1. The Contractor shall agree, if requested, to consider the work of the ASRS internal auditors in providing direct assistance in accordance with generally accepted governmental auditing standards.

G. The Contractor shall maintain direct lines of communication with the ASRS Chief Financial Officer on all matters and conditions related to the ASRS including:

1. Nature, scope and timing of the audit
2. Disagreements with management
3. Significant audit adjustments
4. Difficulties encountered in performing the audit
5. All matters within the audit scope that are considered to be of value to the ASRS management but not necessarily identified as a reportable condition
6. Change in accounting or auditing standards
7. Other regulatory requirements as they relate to the ASRS
8. Relevant matters that may affect future audits

	Request for Proposal Solicitation No. BPM000254 Description: Statewide Financial Auditing Services	Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 402 Phoenix, AZ 85007
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H. Following the completion of the audit of ASRS's financial statements, the Contractor shall issue:

1. An independent auditor's report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
2. An independent auditor's report on the compliance with certain provisions of laws, regulations, contracts & agreements and other matters, and internal control over financial reporting based on an audit of the financial statements performed in accordance with government auditing standards as issued by the Comptroller General of the United States of America.
3. Auditor's letter of findings and recommendations to management.
4. Status of previous recommendations and corrective action undertaken by the ASRS.
5. Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the ASRS Executive Director, Deputy Director/Chief Operations Officer and Chief Financial Officer, excluding anyone of the staff above if involved in the act.

I. All audit documentation and reports must be retained at the Contractor's expense, for a minimum of five (5) years from the date of the audit report, unless the firm is notified in writing by the ASRS to extend the retention period.

J. The Contractor will be required to make available free of charge, any books, documents, records and audit documentation that are in any way pertinent to this contract period upon request by the following:

1. The Arizona State Auditor General (AG)
2. Designated ASRS staff or its authorized representative



Request for Proposal

Solicitation No.

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- K. The AG reserves the right to perform periodic on-site reviews of any or all audit related work or activities.
- L. The Contractor shall respond to the inquiries of successor auditors and allow successor auditors to review audit documentation relating to matters of continuing accounting significance.
- M. The Contractor may provide ancillary professional services as requested by the ASRS. All such engagements shall be mutually agreed upon by both parties in a separate task order.

III. AGENCY-SPECIFIC REQUIREMENTS: Arizona Lottery

A. Background

The Arizona Lottery (Lottery) was voted into existence in November 1980. Lottery sales started on July 1, 1981. The statutes provide for the appointment of five (5) commissioners to oversee the Lottery. The Lottery is supervised and administered by an Executive Director appointed by the Governor and confirmed by the Senate. By law, the Lottery must allocate a minimum of 50% of revenues to players, a maximum of 18.5% may be used for Lottery operating expenses and the remaining revenue is to be returned to the state. The state share is used for the General Fund, Local Transportation Assistance Fund the Arizona Commerce Authority, the Heritage Fund, Healthy Arizona, Homeless Shelters and the University Bond Fund.

The Lottery offers four types of games: the instant-win ScratchersSM games, instant win Fast Play games, instant win Instant Tabs and the on-line (computerized) draw games which consist of The PickTM (and The Pick Extra), Powerball[®], Mega Millions[®], Fantasy FiveTM, and Pick 3TM. Scratchers players scratch a latex-coated play area to see if they have matched or beaten certain symbols in order to win cash prizes. Instant Tab players pull perforated tabs on the ticket to reveal symbols on the play area that determine if they win. Fast Play games are terminal-produced instant games tickets where players check if certain symbols or numbers match to win cash prizes. On-line games allow players to predict numbers that are randomly selected at a future date by pre-selecting those numbers.



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All on-line games, Fast Play games and Scratchers games are sold through convenience stores, supermarket chains and independent retailers. There are approximately 3,000 retailers throughout the state and they sold \$981 million of Lottery products in FY 2018.

B. Goal

A.R.S. § 5-524. Audit of Accounts, requires, "The certified public accountant hired to perform the annual audits under A.R.S. § 5-505, subsection A, paragraph 2 shall conduct post audits of all accounts and transactions of the commission for each lottery game. The certified public accountant conducting an audit under this chapter shall have access and authority to examine any and all records of the commission, its redemption agents and its licensees. A.R.S. § 5-505 authorizes the Arizona Lottery to expend state lottery fund monies for "independent audits which shall be performed annually..."

C. Service Requirements

1. The Contractor shall perform a financial audit of the Arizona Lottery to include all books of account and funds for the state fiscal year ending June 30, including post audits of all accounts and transactions for each lottery game ending during that period, as specified in A.R.S. § 5-505 (A) (2) and A.R.S. § 5-524 (as amended 1983), respectively. The financial audit shall be performed in accordance with United States generally accepted auditing standards; government auditing standards issued by the Comptroller General of the United States; Government Accounting Standards Board Statement No. 34, Basic Financial Statements and Management's Discussion and analysis for State and local Governments for fiscal year ending June 30, 2019.
 - a) The Contractor's examinations shall evaluate the fairness of the Lottery's financial statements in conformity with U. S. generally accepted accounting principles and to express opinions on the Lottery's annual and game financial statements. These audits shall include reviews of the Lottery's system of internal accounting controls and tests of transactions to the extent it believes necessary (this will not include a detailed audit of transactions to the extent required if intended to disclose deficiencies or other irregularities, although their discovery may result); letters of recommendation, including comments of deficiencies observed in the Lottery's internal accounting controls and record keeping procedures, possible ways to correct any such deficiencies and possible ways to improve the Lottery's internal controls and record keeping procedures. If Contractor's opinions on the Lottery's financial reports shall be other than unqualified, the reasons therefore



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shall be fully disclosed.

- b) After completion of the audit, the Contractor shall prepare a written audit report in accordance with U.S. generally accepted auditing standards; government auditing standards, issued by the Comptroller General of the United States for fiscal year ending June 30, 2019. A report detailing fraudulent acts must be prepared when such items are discovered. For the initial year, the draft written audit report for SFY19 shall be completed and submitted to the Lottery no later than September 17, 2019. A final draft copy must be provided by October 18, 2019 and the final bound copies by November 13, 2019.
 - c) The Auditor General must be provided access to all audit documents related to this contract without charge.
 - d) Following completion of the draft audit reports, the Contractor shall conduct an exit conference with Lottery officials. The exit conference is to discuss the draft audit reports with the Lottery, identify any errors, and obtain comments on the report's findings and recommendations. The Contractor shall provide key project personnel to make an oral presentation of opinions and recommendations. The Lottery shall notify the Contractor of the date, time, and location of the exit conference.
 - e) The Contractor shall provide the Lottery with 20 bound copies, 20 CDs of the final audit report, ready for public distribution no later than November 13, 2019. Electronic copies of the Lottery reports shall also be provided to the Department of Administration to aid in the preparation of the Statewide CAFR. The Contractor shall make no other distribution of the audit reports unless approved by the Lottery.
2. The Contractor shall provide the Lottery with a written notification of significant changes of federal and local tax statutes, rules, regulations and reporting requirements pertinent to Lottery operations. If there are no such significant changes, the Contractor will provide the Lottery with a written affirmation of their opinion to that effect.
3. The Contractor shall provide other accounting services as required by the Lottery.



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IV. AGENCY-SPECIFIC REQUIREMENTS: Arizona Department of Transportation (ADOT)

Essential information about the Department may be found at its website, www.azdot.gov.

A. General Requirements

The Arizona Department of Transportation (ADOT), Financial Management Services (hereinafter referred to as Department), requires the professional services of a certified public accounting firm (Auditor, herein after referred to as 'Contractor') to perform the following audits:

1. Annual financial audits of the Department's various funds,
2. Single Audit (if applicable),
3. Regional Area Road Fund (RARF),
4. Highway Expansion and Extension Loan Program Fund (HELP),
5. Other audits deemed necessary or desirable during the contract period.

The Department reserves the right based on funding availability to utilize the resulting contract for one or more of these audits.

B. Specific Requirements

1. **Annual Financial Audits of the Department's Various Funds:** The Contractor shall perform an examination of financial statements for the Fiscal Year ending June 30, 2019, with the option of four additional one year contract extensions, and shall include, but not limited to the following Department funds and account groups:

- a) State Highway Fund
- b) Transportation Department Equipment Revolving Fund
- c) State Aviation Fund
- d) Motor Carrier Safety Revolving Fund
- e) Bond Proceeds Funds (Capital Projects Fund)



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- f) Economic Strength Project Fund
 - g) Debt Service Funds
 - h) Local Agency Deposits Fund
 - i) Underground Storage Tank Tax Fund
 - j) Motor Vehicle Liability Enforcement Fund
 - k) Highway User Revenue Fund
 - l) MVD Clearing Fund
 - m) Maricopa Regional Area Road Fund
 - n) Safety Enforcement & Transportation Infrastructure Fund
 - o) Vehicle Inspection and Title Enforcement Fund
 - p) Highway Expansion and Extension Loan Program Fund
 - q) Grant Anticipation Note Fund
2. The Contractor shall submit a printed version as well as a camera-ready or electronic version of the auditors' opinion on the financial statements for inclusion in the Department's Comprehensive Annual Financial Report (CAFR). The completed financial statements, written reports, management letter and Single Audit (if applicable) shall be submitted to the Controller, Financial Management Services of the Department no later than the fifteenth day of November.
 3. The management letter should include a statement of audit findings and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of non-compliance with laws and regulations, and any other material matter. It should include suggested recommendations for correction of the problems. The Contractor shall provide five (5) copies of the management letter.
 4. Separate financial statements are required for the Highway Expansion and Extension Loan Program Fund (HELP) and the Maricopa County Regional Area Road Fund (RARF), including the Construction Fund, Debt Service Funds and Capital Projects Funds.
 5. Prior to the submission of the completed statements, reports and management letter, a review of the drafts of same shall be made with persons named by the Department.



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6. As a summary and recap, the following financial statements/auditor reports will be required to be furnished as part of this contract:
 - a) opinion on financial statements for inclusion in the CAFR and management letter,
 - b) opinion on financial statements of RARF,
 - c) opinion on financial statements of HELP,
 - d) RARF negative assurance opinion (if applicable),
 - e) opinion for Single Audit (if applicable),
 - f) all other reports or opinions as required by U.S. generally accepted auditing standards, *Government Auditing Standards* or 2 CFR Part 200, Subpart F
7. Single Audit: The Contractor shall be required to perform the examination for compliance with applicable laws, regulations and regulatory agencies. This examination shall be in accordance with Government Auditing Standards and 2 CFR Part 200, Subpart F. A separate report will not be required but information will be required to be submitted for inclusion in the statewide Single Audit Report. Therefore, the Contractor must coordinate its single audit findings with the Office of the Auditor General.
8. Regional Area Road Fund: The Contractor shall be required to perform the financial and compliance audit of the Regional Area Road Fund.
9. Highway Expansion and Extension Loan Program Fund: The Contractor shall be required to perform the financial and compliance audit of the Highway Expansion and Extension Loan Program Fund.
10. Other Audits and/or Auditing Services Deemed Necessary or Desirable During the Contract Period: The Contractor may be requested to do additional work on an as needed basis which shall be paid at the hourly rate specified in the proposal. Any such additional work shall be documented by ADOT purchase order.

C. Additional Requirements:

1. The Contractor may be requested to assist in preparation of the Department's Comprehensive Annual Financial Report (CAFR) at the hourly rate specified for additional work.



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2. The Contractor shall provide an audit schedule (in writing) to the ADOT as provided for in the audit timetable. Complications that arise in meeting the audit timetable shall be communicated to the Controller within five working days after the occurrence. The ADOT must agree that the complications alleged by the Contractor justify the Contractor's failure to meet the audit timetable.
3. The Contractor may be required to issue "comfort letters," "negative assurance letters," or "consent letters," in connection with future bond issues. The Contractor must comply with the Recommended Practice of the Government Finance Officers Association (GFOA) entitled "Offering Statements and the Auditor's Role". Specifically, the recommended practice states:
 - a) Having paid for the independent audit, a government owns the audited financial statements and should feel free to use them in any appropriate manner.
 - b) The independent auditor should not be permitted to create an essentially artificial "association" with the audited financial statements included in offering statements or posted on the government's website simply by inserting a clause to that effect in the audit contract.
 - c) When the independent auditor actually does happen to become associated with audited financial statements included in an offering statement, a state or local government should take steps to avoid unwarranted delays and unjustified costs.
 - d) The audit contract should clarify that the government is free to post its audited financial statements on its website.
4. Following completion of all work under the Contract, exit conference(s) shall be held with the Controller and Chief Financial Officer and staff at a mutually agreed time.
5. Performance of this Contract may require the Contractor to have access to and use of data and information which may be considered proprietary to a government agency or government contractor or which may otherwise be of such a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interest of the State or others.
6. The Contractor agrees that Contractor's employees will not divulge or release data or information developed or obtained in connection with the performance of the resulting

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contract, unless made public by the State, except to authorized State and Federal personnel or upon written approval of the Department.

D. Assistance to Be Provided by the Department

1. Make available all required manuals, statutes, written policies and procedures, and records.
2. Make available all pertinent Internal Audit reports and work paper files. The Department's Internal Audit function provides operational audits department-wide and significant compliance testing of construction projects.
3. CliftonLarsonAllen has completed audits for the past six years. The Contractor should confer with CliftonLarsonAllen regarding the availability of previous audit documentation.
4. Provide copies of all Transportation Board minutes for the audit period and through the end of the fieldwork.
5. Provide an organization chart showing all Directors and Deputy Directors in the Department.
6. Assistance will be provided by the Department's Accounting Functions in all areas required by the Contractor. (It will be the option of the Department to request the Contractor provide the necessary assistance and staff personnel at the hourly rate specified in the proposal for additional work).

E. Minimum Qualifications for Contract Award

1. Offeror should have successfully conducted at least five (5) audits comparable in complexity and magnitude (transportation and/or construction specific) with the Scope of Work in this Solicitation with an independent certified public accounting firm properly licensed.

V. AGENCY-SPECIFIC REQUIREMENTS: Water Infrastructure and Finance Authority (WIFA)

A. Background

The Water Infrastructure Finance Authority of Arizona (the Authority or WIFA), through the



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Arizona Finance Authority, provides financial assistance to Arizona communities and utilities for the construction, rehabilitation or acquisition of drinking water and wastewater facilities.

1. The Authority has three principal structures to provide financial assistance:
 - a) Direct Loans - WIFA combines capitalization grants, existing equity and proceeds from bonds to fund water and wastewater infrastructure projects throughout Arizona.
 - b) Linked Deposit Guarantees - In partnership with private sector financial entities, WIFA can subsidize a community's borrowing costs as a silent partner.
 - c) Hardship Financial Assistance - Used to make WIFA loans for wastewater treatment facilities more affordable to rural, impoverished communities
2. WIFA has three funds capitalized by the Federal Government: the Clean Water Revolving Fund (CWRF - wastewater infrastructure) and the Drinking Water Revolving Fund (DWRF) and the Hardship Financial Assistance Fund (HFAF). In addition, WIFA has various other funds and accounts to manage loan activity.
3. The following statutes, as they now exist and as they may be subsequently amended, govern WIFA's functions: A.R.S. § 49-1201 et seq., A.R.S. § 41-5352, Title VI of the Clean Water Act, and Title I of the Safe Drinking Water Act.
4. The Arizona Department of Administration has classified the monies held in the Financial Assistance Funds in the CWRF and the DWRF as a discretely presented business-type component unit.

B. Auditing Requirements

1. The Contractor shall supply qualified personnel, services, equipment and supplies to conduct a financial statement and compliance audit for the following, including all related funds and accounts:
 - a) The Authority;



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- b) The CWRF;
 - c) The DWRf;
 - d) The HFAF; and
 - e) WIFA loans to water and wastewater systems. The Authority estimates that two of these audits may be required per fiscal year.
 - f) Consulting before the time of closing of an Authority sponsored bond issue.
2. The Contractor shall assist with the preparation of the annual financial statements on the Authority, CWRF, DWRf and HFAF and associated funds. Financial statements shall include two year comparative statements (current and preceding year). Financial statements shall include, but are not necessarily limited to the following: Statement of Net Assets, Revenue & Expenditures and Change in Fund Equity, Statements of Cash Flow, and Notes.
3. The Contractor shall conduct an audit in accordance with the following:
- a) Circular A-133; OMB
 - b) Grant Audit Guidelines for use by State, Local Government and CPAs;
 - c) Government Auditing Standards issued by the Comptroller General of the United States;
 - d) U. S. Generally Accepted Auditing Standards (GAAS); and
 - e) As applicable, the statutes governing WIFA, listed in Section A.3 above.

C. Deliverables

For audits of the Authority, DWRf, CWRF, HFAF, and WIFA loans, Contractor shall submit no



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later than October 31 of each audited fiscal year, 35 copies of the final Audit Report. 34 copies shall be submitted to the Authority and one copy to the Auditor General. The final report must contain an opinion by a Certified Public Accountant.

D. Project Management

1. The Authority shall provide the Contractor with office space when on-site work is required.
2. The Authority shall provide the Contractor with access to records necessary to complete the work required herein.
3. The Contractor shall conduct entrance/exit conferences with appropriate Authority personnel. The Contractor shall notify the Authority and the Office of the Auditor General (OAG) in writing five days prior to the entrance and exit conferences. Representatives of said offices shall have the right to participate in and be fully informed of all matters related to said conferences.
4. Contractor shall not be required to engage in any criminal investigative activities. To the extent Contractor's personnel are required to give advice, testimony or engage in any other activity not within the strict purview of rendering, confirming or justifying an audit report, WIFA, shall make arrangements with Contractor for reimbursement for professional time consumed and other related costs.
5. The Contractor shall allow the OAG to have access to all audit documentation developed as a result of the audit examination, and that the OAG shall be provided with a copy of all reports related to management and financial procedures and practices as may be undertaken by the audit examination if deemed necessary by the OAG.
6. Representatives of the Authority reserve the right to make on-site reviews of activities or audit documentation and have access to the audit documentation developed as a result of the audit.
7. In addition, OAG reserves the right to perform periodic on-site reviews of any or all audit related work or activities. Contractor shall not charge for on-site reviews.



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8. Pursuant to A.R.S. § 41- 2513(C), WIFA cannot make acceptance of an audit final until the audit has been approved by OAG.

E. Response Time

Contractor shall be available to begin performance of this Contract immediately after award.

AGENCY-SPECIFIC REQUIREMENTS: Citizens Clean Elections Commission (CCEC)

A. Introduction and Background

1. The Citizens Clean Elections Act is a campaign finance reform measure that was initiated by Arizona citizens and passed by voters in 1998. The Act creates a new campaign financing system that provides full public funding to qualified candidates who voluntarily agree to abide by CCEC contribution and spending limits.
 - a) Candidates who choose to receive public funding are referred to as "participating" candidates.
 - b) Candidates who choose to raise campaign funding with private campaign contributions are referred to as "traditional" candidates.
 - c) Legislative (House of Representatives and senate) and statewide offices (governor, secretary of state, state treasurer, attorney general, superintendent of public instruction, corporation commissioner and mine inspector) are eligible to receive public funding under this voluntary system.
2. Elections for legislative and statewide offices will be held every even numbered year.
 - a) To qualify for funding, participating candidates must adhere to strict spending and contribution limits and gather five dollar (\$5) qualifying contributions from district constituents who are registered voters.
 - b) Participating and traditional candidates are required to file numerous campaign finance reports throughout the election cycle. The campaign finance reports submitted by both participating and traditional candidates detail candidate campaign contributions and expenditures.



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- c) The Citizens Clean Elections Commission (hereafter referred to as the "CCEC" or "State Agency") monitors all campaign finance reports to determine compliance with campaign finance laws, the Act, and CCEC rules. If campaign finance reporting requirements are not met, the CCEC is empowered to impose civil penalties.
 - (i) For more information on the CCEC, please view its website at www.azcleanelections.gov
- 3. Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501 et seq., the State of Arizona, State Procurement Office intends to establish a contract for the services of a certified public accounting firm to: 1) perform auditing and accounting services related to campaign financing; and, 2) provide consulting services to the CCEC on general accounting matters including, but not limited to, regulatory language, candidate training seminars, and expert witness testimony at administrative hearings. All work will be performed on an as needed basis as determined by the CCEC.
 - a) For the initial contract term, agreed-upon procedures services will be required. Candidates' reports will be reviewed to verify the following
 - (i) Accuracy of the campaign finance report or reports based on actual receipts or disbursements
 - (ii) Degree of compliance with Title 16, Chapter 6, Article 2 of the Arizona Revised Statutes (Clean Elections Act)
 - (iii) Degree of compliance with CCEC rules
 - (iv) Degree of compliance with Title 16, Chapter 6, Article 1 of the Arizona Revised Statutes
- 4. The CCEC may request agreed-upon procedures be performed as part of the investigative process related to an enforcement action. Additionally, the CCEC will review all participating candidates after the Primary election or General election period, whichever election that candidate participates in last.

B. Minimum Requirements for the Selected Contractor:

- 1. The Contractor's firm shall be licensed in the State of Arizona and employ a minimum of two (2) Certified Public Accountants (CPA) who will administer and be the final authority regarding the accuracy of the agreed-upon procedures attest engagements.
- 2. The selected contractor will be knowledgeable of the Citizens Clean Elections Act and the CCEC rules, particularly Articles 4 & 7; Article 1 of Title 16 of the Arizona Revised



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Statutes; generally accepted accounting principles and standard statistical sampling techniques.

3. It is essential that the selected contractor also: 1) be knowledgeable of the campaign finance reporting system designed by AZ Secretary of State's Office used by candidates to file campaign finance reports; 2) be knowledgeable of the process for a candidate to enter data and report transactions in the software; 3) be knowledgeable of the expenditure reporting process and the difference between the bank account statements and compliance with campaign finance reporting laws and requirements; and, 4) have the ability to differentiate between the campaign finance reporting system functions and the campaign finance reports' appearance on the Internet.
4. The testing of the actual committee records with the campaign finance reports by the Contractor, for a random sample or specific records for an investigation, shall be in accordance with AICPA standards for attest engagements to determine all violations of or degree of compliance with the provisions of Arizona's campaign finance laws.

C. Auditing Standards:

1. General Standards

- a) The audit is to be performed by a person or persons having adequate technical training and proficiency as an auditor.
- b) In all matters relating to the assignment, an independent and impartial attitude is to be maintained by the auditor or auditors and due professional care is to be exercised in the performance of the audit and the preparation of the report.
 - (i) When an accountant or spouse of an accountant employed by the Contractor has made a campaign contribution during the election cycle to the candidate who is the subject of an audit, then the Contractor shall disclose such information in the audit report and avow in the report that the designated accountant did not participate in the examination or production of the audit report.

2. Standards of Field Work

- a) The work is to be adequately planned and assistants, if any, are to be properly supervised.



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- b) A sufficient understanding of internal control is to be obtained to plan the audit and to determine the nature, timing, and extent of tests to be performed.
- c) Sufficient competent evidential matter is to be obtained through inspection, observation, inquiries, and confirmations to afford a reasonable basis for an opinion regarding the financial statements under audit.

3. Standards of Reporting

- a) The independent audit report ("report") shall state whether the campaign finance reports were presented in accordance with Title 16, Chapter 6, and Articles 1 & 2 of Arizona's Revised Statutes.
 - (i) The report shall identify those circumstances in which such principles have not been consistently observed in the current period.
- b) Informative disclosures in the financial statements are to be regarded as reasonably adequate unless otherwise stated in the report.
- c) The report shall contain either an expression of opinion regarding the financial statements, taken as a whole, or an assertion to the effect that an opinion cannot be expressed. When an overall opinion cannot be expressed, the reasons therefore should be stated. In all cases where an auditor's name is associated with financial statements, the report should contain a clear-cut indication of the character of the auditor's work, if any, and the degree of responsibility the auditor is taking.

D. Service Requirements

- 1. An Investigative Enforcement review of a candidate's campaign finance report will be initiated, when deemed necessary, by the Executive Director of the CCEC. The Commission Staff will contact the Contractor contracted to perform the engagement and request that a full agreed-upon procedures engagement commence within fourteen (14) business days of the request and completed within four (4) months of the request in accordance with Auditing Standards as designated in section D of this proposal
 - a) Commission staff will contact the candidate to request the records for an agreed-upon procedure attest engagement. Commission staff will provide the records to the Contractor upon receipt. The Contractor shall notify the CCEC immediately when further records are needed, or when the Contractor is



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unable to make contact with the candidate regarding information relevant to the agreed-upon procedures attest engagement.

- b) By the first of each month the Contractor will provide the CCEC with a written, monthly report summarizing the status of each agreed-upon procedures attest engagement and the estimated completion dates for each outstanding engagements.
2. The Contractor will proceed with all random or investigative reviews pursuant to CCEC auditing procedures outlined in A.A.C R2-20-401 through R2-20-406. The Contractor will provide the CCEC with a preliminary and final independent accountants report on applying agreed-upon procedures in accordance with Attestation Standards issued by the Auditing Standards Board of the American Institute of Certified Public Accountants as described in section D and the Work Program under sections E and F.
 - a) The Contractor will complete the preliminary independent accountant reports for the random attest engagements or investigations within four (4) months of the request for each candidate being reviewed; follow the Attest Standards prescribed in section D; and follow the Work Program, which includes the preliminary and fieldwork procedures prescribed.(refer to sections E and F).
3. After receipt of CCEC's approval of a preliminary independent accountant report and any response from the candidate reviewed, the Contractor shall provide a final independent accountants report for each candidate being reviewed.
4. Upon request, the Contractor will provide technical assistance to the CCEC in areas that may include, but is not limited to, participation in candidate training seminars conducted by CCEC staff; conduct part of the candidate training meetings requiring one-hour participation. Training provided by the Contractor may include instructions to candidates and campaign staff in the following areas:
 - a) The candidate's campaign treasurer, or the treasurer's designated agent, have the duty to maintain the candidate's campaign account, account for and report all transactions, and preserve records. No expenditure may be made for or on behalf of a candidate without the authorization of the treasurer or his designated agent. Transactions, receipts and expenditures made by or on behalf of the candidate should be recorded by the candidate campaign's treasurer as soon as the transactions occur to ensure that the treasurer reports the transaction in the campaign finance report;
 - b) Establish internal procedures within the campaign to ensure that all receipts and expenditures, including debts and obligations, be recorded in the campaign's books and reported in the campaign reporting system according to statutory reporting deadlines;



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- c) Estimate the amount of a debt or obligation if the exact amount is unknown and record the obligations in the campaign books and report such expenditures in accordance with statutory deadlines. When the committee learns of the exact amount of the expenditure, debt or obligation, then the committee shall amend the amount recorded in the committee books and reported in the campaign finance software; and
- d) Campaign books and records must be maintained in accordance with established retention requirements. If the candidate is reviewed, the campaign books and records will be reviewed by the Contractor during the conduct of such an attest engagement.

E. Standards of Field Work

- 1. The Contractor selected for each engagement will be required to perform an agreed-upon procedures attest engagement in accordance with the Attestation Standards issued by the Auditing Standards Board of the American Institute of Certified Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.
- 2. Standards of Reporting
 - a) The independent accountant's report on applying agreed-upon procedures "report") shall state whether the campaign finance reports were presented in accordance with Title 16, Chapter 6, and Articles 1 & 2 of Arizona's Revised Statutes.
 - (i) The report shall identify those circumstances in which such principles have not been consistently observed in the current period.

F. Work Program – Participating Candidate

- 1. Preliminary Procedures
 - a) Commission Staff will obtain a copy of the candidate's campaign finance report for the reporting period and provide the records to the Contractor.
 - b) Perform a desk review of the receipts reported in the candidate's campaign finance report as follows:
 - (i) Determine whether the candidate accepted contributions only from individuals.



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- (ii) Determine whether any contributions received from individuals exceed the early contribution limit.
- (iii) Check compliance with the maximum early contribution limits.
- (iv) Check compliance with the maximum personal contribution limits.
- c) Perform a desk review of the disbursements reported in the candidate's campaign finance report to identify any unusual items requiring follow-up during fieldwork.
- d) Contact the candidate or the campaign treasurer, as appropriate, to schedule a date to perform fieldwork. Discuss the nature of the documentation, which will be needed to perform the engagement and ascertain the location of the necessary documentation.

2. Fieldwork Procedures

- a) Commission staff will contact the candidate to request the records for an agreed-upon procedures attest engagement. Candidates receiving audits after the Primary Election shall provide records from the election cycle through the 3rd Quarter Report. Candidates receiving audits after the General Election shall provide records from the election cycle through the 4th Quarter Report.
- b) Commission staff will provide the records to the Contractor upon receipt. The contractor shall contact the candidate and/or his or her representative(s) to discuss the purpose of the engagement, the general procedures to be performed and potential future requirements of the candidate, such as possible repayments to the Fund.
- c) The Contractor shall conduct an interview with the candidate and/or his or her representative(s) to discuss the bookkeeping policies and procedures utilized by the campaign committee.
 - (i) Review the names of the candidate's family members. Family members include parents, grandparents, aunt, uncle, child or sibling of the candidate or the candidate's spouse, including the spouse of any of the listed family members regardless of whether the relation is established by marriage or adoption.
 - (ii) Review bank statements for each of the months in the reporting period and perform the following:



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- Select a sample of deposits and withdrawals from the bank statements and determine that the transaction is properly reflected in the candidate's records and campaign finance report.
 - Perform a proof of receipts and disbursements for the reporting period.
- d) Judgmentally select a sample of early contributions reported in the candidate's campaign finance report and agree to supporting documentation, which reflects the name of the contributor (for all contributions) and for individuals who contributed greater than \$50, which reflects the contributor's address, occupation and employer.
- (i) For other types of cash receipts reported on the candidate's campaign finance report, review supporting documentation and review for compliance with regulatory rules and laws and agree the receipt to inclusion in the campaign account bank statement.
 - (ii) For in-kind contributions, review the supporting documentation and determine the methodology utilized to value the contribution and assess the reasonableness.
- e) Judgmentally select a sample of cash expenditures reported in the candidate's campaign finance report and perform the following:
- (i) Review supporting invoice or other documentation and agree amount to the amount reported in the candidate's finance report.
 - (ii) Determine that the name, address and nature of goods or services provided agree to the information reported in the candidate's campaign finance report.
 - Agree the amount of the expenditure to the campaign account bank statement.
 - (iii) Determine whether the expenditure was made for a direct campaign purpose. Direct campaign purpose includes, but is not limited to, materials, communications, transportation, supplies and expenses used toward the election of the candidate.
 - If the expenditure is a joint expenditure made in conjunction with other candidates, determine that the



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amount paid represents the candidate's proportionate share of the total cost.

- f) Determine whether any petty cash funds have been established and, if so, determine how expenditures from these funds have been reflected in the accounting records. Determine whether aggregate petty cash funds exceed the limit of \$1,460.
 - (i) If applicable, judgmentally select a sample of expenditures made from the candidate's petty cash fund(s) and obtain supporting documentation for the expenditure. Determine whether the expenditure was for a direct campaign expense and whether the expenditure was in excess of the \$160 limit on petty cash expenditures.
- g) Contact the candidate and/or his or her representative(s) to discuss the preliminary engagement findings and recommendations that the Contractor anticipates presenting to the CCEC. During this conference, the Contractor will advise the candidate and/or his or her representative(s) of their right to respond to the preliminary findings and the projected timetable for the issuance of the final report.
- h) Prepare a preliminary independent accountants report which includes the following:
 - (i) A summary of the procedures performed.
 - (ii) Findings regarding the accuracy of the campaign finance report.
 - (iii) Findings regarding the candidate's degree of compliance with Title 16, Chapter 6, Article 2 of the Arizona Revised Statutes, Campaign Contributions and Expenses, Citizens Clean Elections Act.
 - (iv) Findings regarding the candidate's degree of compliance with Title 16, Chapter 6, Article 1 of the Arizona Revised Statutes, Campaign Contributions and Expenses, General Provisions.
 - (v) Findings regarding the candidate's degree of compliance with the requirements of CCEC.
 - (vi) Other matters noted during the course of the engagement that may warrant the attention of the CCEC.



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(vii) Perform any additional procedures as directed by the CCEC.

i) Prepare a final independent accountants report on applying agreed-upon procedures.

G. Code of Conduct

1. The Contractor shall avoid any action that might result in, or create the appearance of:
1) using information gathered pursuant to this contract for the benefit of a candidate over whom the CCEC has jurisdiction; 2) giving favorable or unfavorable treatment to any person or organization due to any partisan or political consideration; 3) impeding CCEC's efficiency or economy; 4) losing impartiality in advising the CCEC; 5) making a CCEC decision without CCEC approval or misrepresenting the CCEC's actions or policies; or, 6) adversely affecting the confidence of the public in the integrity of the CCEC.

H. Conflict Of Interest

1. The Contractor shall, throughout the term of the contract, take appropriate action(s) necessary to maintain the integrity of the State's activities. Any possible or actual conflict-of-interest situation, related to the Contractor's work for the State and the private sector, shall be reported to the State Agency head. The Agency head will determine the appropriate course of action to alleviate the conflict-of-interest situation. The Agency head's decision will be final and without recourse.
2. When an accountant or spouse of an accountant employed by the Contractor has made a campaign contribution during the election cycle to the candidate who is subject of review, the Contractor shall disclose such information in the independent accountants report and avow in the report that the designated accountant did not participate in the engagement or production of the independent accountants report.

I. Deliverables

1. By the first of each month, provide the CCEC with a written, monthly report summarizing the status of each agreed-upon procedures engagement and the estimated completion dates for each outstanding engagement.
2. Provide the CCEC with a preliminary and final independent accountants report in accordance with the applicable service requirements stated under section D Attest Standards and Work Program.
 - a) When an accountant or spouse of an accountant employed by the Contractor has made a campaign contribution during the election cycle to the candidate who is subject of an agreed-upon procedures engagement, then the Contractor shall disclose such information in the independent accountants



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report and avow in the report that the specified accountant did not participate in the attest engagement or production of the independent accountants report.

3. After receipt of CCEC's approval of a preliminary independent accountants report and any response from the candidate reviewed, the Contractor shall provide a final independent accountants report for each candidate being reviewed.
4. The Contractor shall make available to the CCEC, free of charge, any attest engagement documentation, documents and records related to the agreed-upon procedures performed.

J. State Agency Responsibilities

1. If a contract has been awarded to more than one (1) Contractor, the State Agency should: 1) notify Contractors of the need for services and identify the type and time frame within which the service(s) are to be performed; and, 2) direct the Contractors to respond by a designated date and time by providing the State Agency with the name(s) of the key personnel, dates of service, and total cost for the specified services.
 - a) Upon receipt of the above-referenced information, the State Agency shall review the information provided, select the Contractor and notify all who responded of the selection.
 - (i) For purposes of consistency, the state Agency may elect to continue to use the services of the selected Contractor for purposes of providing consultation or expert witness testimony services.
 - b) In addition to the issuance of a purchase order, the State Agency may wish to issue a letter to proceed that clearly states the specifics of the assignment, dates of service, key personnel, fixed rate, and other significant aspects of the work to be performed.
2. If only one contract was awarded, the Executive Director will contact the Contractor and specify the candidate(s) selected for an agreed-upon procedures engagement or investigation and identify the target dates for the completion of the specified services.
 - a) Direct the Contractor to provide the State Agency with the name(s) of the key personnel, dates of service, and total cost for the specified service.
 - (i) Upon receipt of the above-referenced information, the State Agency shall review the information provided, discuss



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recommended changes or accept the offer proposed by the Contractor.

(ii) In addition to the issuance of a purchase order, the State Agency may wish to issue a letter to proceed that clearly states the specifics of the assignment, dates of service, key personnel, fixed rate, and other significant aspects of the work to be performed.

3. Provide oversight of the work performed by and resultant work products provided by the Contractor to insure that all time lines and content requirements are being met by the Contractor based upon the nature of the work to be performed by the Contractor.
4. Carefully review all monthly, preliminary and final reports for their accuracy and completeness and provide the Contractor with the changes required or approval of the document as received.
5. As necessary, request that the Contractor provide the CCEC with the agreed-upon procedures documentation, documents and/or records related to a specific engagement.
6. Review invoices to insure that the information is correct and complete before approval and submission for payment.

VI. AGENCY-SPECIFIC REQUIREMENTS: Arizona Automobile Theft Authority (AATA)

A. Introduction

The Arizona Auto Theft Authority (AATA) is required by statute to have the "Auto Theft Fund" audited. We will submit to the auditor our final financial statements for the close of the fiscal year and will require the following:

1. Draft audit report will be completed no later than September 15,
2. The final audit report will be completed no later than October 15,



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3. The audit must be in accordance with standards applicable to financial audits contained in Government Auditing Standards as issued by the Comptroller General of the United States,
4. The audit report will contain reports on the audit of the AATA's financial statements and on internal control and compliance as of the close of the fiscal year,
5. The report will contain supplementary information as required for the AATA's annual report,
6. The Auditor General must be provided with access to all audit documents related to this contract without charge,
7. The auditor will provide 25 hard copies and two electronic copies of the report to the AATA,
8. The auditor will present the audit report to the AATA Board and answer any questions asked by the board.

VII. AGENCY-SPECIFIC REQUIREMENTS: Arizona Health Care Cost Containment System (AHCCCS)

Essential information about AHCCCS may be found at its website, <https://www.azahcccs.gov/>.

A. General Requirements

1. The Arizona Health Care Cost Containment System (AHCCCS) Division of Business and Finance (hereinafter referred to as Administration), requires the professional services of a certified public accounting firm (Auditor, herein after referred to as Contractor) to perform the following audits:
 - a) Annual financial audits of the Administration's various funds



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- b) Single Audit
 - c) EPSDT Outreach Audit (See Note 1 for definition.)
 - d) Other audits or AUP engagements as deemed necessary or desirable during the contract period.
2. The Administration reserves the right based on funding availability to utilize the resulting contract for one or more of these audits.

B. Specific Requirements

1. Annual Financial Audits of the Administration's Various Funds:
- a) The Contractor shall perform an examination of financial statements in accordance with generally accepted governmental auditing standards issued by the Comptroller General of the United States. The audits shall be performed and shall include, but not limited to the following Administration funds:
 - (i) General Fund
 - (ii) Tobacco Tax and Health Care Fund-Medically Needy Account
 - (iii) Tobacco Products Tax Fund – Proposition 204 Protection
 - (iv) Tobacco Products Tax Fund – Emergency Health Services
 - (v) Federal Grants Fund
 - (vi) AHCCCS Fund
 - (vii) AZ Long Term Care System Fund



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- (viii) Kidscare - Fund
- (ix) Nursing Facility Assessment Fund
- (x) Hawaii Arizona PMMIS Alliance Funds
- (xi) Arizona Tobacco Litigation Settlement Fund
- (xii) Budget Neutrality Compliance Fund
- (xiii) Employee Recognition Fund
- (xiv) Interagency Service Agreement Fund
- (xv) Hospital Assessment Fund
- (xvi) Third Party Collection Fund
- (xvii) Prescription Drug Rebate Fund
- (xviii) Federal Economic Recovery Fund
- (xix) Trauma and Emergency Health Services Fund
- (xx) Hospital Residency Loan Fund
- (xxi) IGAs for County Behavioral Health Services Fund
- (xxii) Substance Abuse Services Fund
- (xxiii) Substance Abuse Services- Alcohol Fund
- (xxiv) Seriously Mentally Ill Housing Trust Fund



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- b) The completed financial statements, written reports, management letter and Single Audit shall be submitted to the Assistant Director, Division of Business and Finance, and the Finance Administrator, no later than the twentieth day of November, or the Arizona Department of Administration- General Accounting Office (GAO) due date, whichever is later.
- c) The management letter should include a statement of audit findings and recommendations affecting the financial statements, internal control, accounting policies, accounting systems, legality of actions, other instances of non-compliance with laws and regulations, and any other material matter. It should include suggested recommendations for correction of the problems.
- d) Prior to the submission of the completed statements, reports and management letter, a review of the drafts of same shall be made with persons named by the Administration in accordance with the annual requirements unless complication at AHCCCS prevents such compliance. The following timeline is reflective of the GAO's requirements for issuance of reports:
 - (i) September 10 Draft of the Financial Statements
 - (ii) October 22 Final Draft of Statements and Footnotes
 - (iii) November 20 Final Bound Copy

2. Single Audit

The Contractor shall be required to perform the examination for compliance with applicable laws, regulations and regulatory agencies. This examination shall be in accordance with the Generally Accepted Government Auditing Standards and the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. A separate report will not be required but information will be required to be submitted for inclusion in the statewide Single Audit Report. Therefore, the Contractor should coordinate its single audit findings with the Office of the Auditor General.



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3. EPSDT Outreach Services

- a) The Contractor may provide internal audit services related to AHCCCS' administrative responsibilities for the EPSDT Outreach Services Program. The Contractor's procedures that will be performed will consist of desk review procedures, field audits and related procedures that are determined by the Contractor.
- b) All deliverables produced under this section of the scope shall be solely for the use of AHCCCS' management and employees. No other distribution of the Contractor's deliverables shall be made without mutual consent of both parties.
- c) The Contractor shall audit ten (10) school districts per quarter to ensure an adequate sampling. In the event AHCCCS determines a need to alter the size of the sample, the Contractor will be notified of any change within thirty (30) days prior to the end of the audit quarter.
- d) AHCCCS will be responsible for establishing and maintaining an effective internal control system, recordkeeping, management, decision-making and other management functions. AHCCCS will perform periodic reviews to determine, and shall be solely responsible for determining, when, where and how the recommendations and findings, if any, made by the Contractor under this agreement are to be implemented or followed up on.

4. Other Audits and/or Auditing Services Deemed Necessary or Desirable During the Contract Period

The Contractor may be requested to do additional work on an as needed basis which shall be paid at either the hourly rate specified in the proposal, or lump sum (refer to each individual task order or engagement letter) Any such additional work shall be documented by AHCCCS purchase order. Potential audit work may include, but is not limited to, grant financial or programmatic audits, school based claiming audits, disproportionate share hospital (DSH) audits, and Health Information Exchange (HIE) programmatic audits.

5. Additional Requirements



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- a) Following completion of all work under the contract, exit conference(s) shall be held with the Director, Deputy Director, Assistant Director, Division of Business and Finance, Finance Administrator and staff at a mutually agreed time.
- b) Performance of this contract may require the Contractor to have access to and use of data and information which may be considered proprietary to a Government agency or Government Contractor or which may otherwise be of such a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interest of the State or others.
- c) The Contractor agrees that Contractor's employees will not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, unless made public by the State, except to authorized State and Federal personnel or upon written approval of the Department.

C. Assistance to be Provided by AHCCCS Administration

The following assistance will be provided by AHCCCS Administration to the Contractor:

1. Make available all required manuals, statutes, written policies and procedures, and records.
2. The Contractor should confer with the previous contractor for AHCCCS, regarding the availability of previous audit documentation.
3. Provide an organization chart of the Administration.
4. Assistance will be provided by the Administration's Finance and Accounting Functions in the areas requested by the Contractor. (It will be the option of the Administration to request the Contractor provide the necessary assistance and staff personnel at the hourly rate specified in the proposal for additional work).

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D. Additional Information

1. The initial term of any resultant contract shall provide for audits to be performed for the Fiscal Years ending June 30, 2018. AHCCCS retains the option to renew the contract upon mutual agreement for four (4) successive one (1) year periods which would provide for an audit of the Fiscal Years ending June 30, 2019, 2020, 2021 and 2022.

E. Inspection and Acceptance

1. The Division of Business and Finance is designated as the office responsible for inspecting the work while the AHCCCS Procurement Officer is responsible for final acceptance of the work.
2. All services or materials are subject to inspection, review, evaluation and acceptance by AHCCCS. Any work performed by the Contractor that AHCCCS does not accept shall not be compensated by AHCCCS. At AHCCCS' option, the contractor may be required to re-accomplish substandard work to bring it into conformance with acceptable standards.
3. Upon notice from AHCCCS, the contractor agrees to take any corrective action which results from monitoring/inspection findings. Such corrective action shall be commenced and completed within such timeframes as AHCCCS prescribes.

F. Place of Performance

Services under this contract are required to be performed at 701/801 East Jefferson Street, Phoenix, Arizona

G. Invoices

1. The Contractor shall submit invoices to AHCCCS for work that has been performed in accordance with contract terms and conditions. AHCCCS will pay the Contractor within thirty (30) working days of receipt of Contractor's invoice, provided it includes required information and supporting documentation. Failure of the Contractor to provide timely invoices may result in delayed or denied payments.



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2. Each invoice shall provide the following information, as applicable: contract number, purchase order number, detailed description of services performed by labor category, and the number of hours worked.

3. The Contractor's invoices shall be submitted to:

AHCCCS

Attention: Accounts Payable- MD 5400

701 E Jefferson Street

Phoenix, Arizona 85034-2249

Or

AHCCCSDBFAdminPayables@azahcccs.gov

4. AHCCCS' payment of the invoice shall not be construed as evidence of the acceptance of the audit report. Should AHCCCS reject the report; AHCCCS will notify the Contractor in writing of such rejection stating the reasons. The right to reject a report shall extend throughout the term of the contract and for ninety (90) days after the Contractor submits its final invoice for payment.

H. AHCCCS Contact Information

John Moorman, Finance Administrator

701 East Jefferson Street, Mail Drop 5400

Phoenix, Arizona 85034-2249

Telephone: (602) 417-4211

Fax: (602) 258-5943

John.Moorman@azahcccs.gov



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Meggan LaPorte Harley, Chief Procurement Officer

701 East Jefferson Street, Mail Drop 5400

Phoenix, Arizona 85034-2249

Telephone: (602) 417-4211

Meggan.Harley@azahcccs.gov

Note 1: Early and Periodic Screening, Diagnosis and Treatment (EPSDT): These services provide comprehensive health care through primary prevention, early intervention, diagnosis and medically necessary treatment of physical and behavioral health problems for AHCCCS members under 21 years of age.

VIII. AGENCY SPECIFIC REQUIREMENTS: Arizona Department of Education (AZDE)

A. Background

The Arizona Department of Education Child Nutrition Program (CNP), Health and Nutrition Services (HNS) Unit, administers the federally funded Child and Adult Care Food Program (CACFP). This program provides reimbursement to qualified sponsors for meals served to participants and administrative funding to approved non-profit sponsoring organizations of Day Care Homes and Centers.

The CNP needs qualified auditors to perform financial and compliance audits of sponsors and sites for the CACFP throughout the state.

1. This Request for Proposal is a solicitation for work previously purchased under contract no. SCC06-0006. Under that contract the Department purchased between 10 and 15 audits per year and approximately 50 Agreed Upon Procedures (AUP). The audits were performed on sponsors that received more than \$300,000 of federal funds under this



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program. Please see "*Exhibit 3 – CACFP Audit Guide*", located as part of this solicitation as an attachment within the electronic procurement system program for details concerning AZDE's requirements for these audits.

2. Offerors and Contractors may use "*Exhibit 4- CACFP AUP Guide and Exhibit 5 USDA FNS Instruction*", as reference and referral for CACFP program requirements and compliance.

B. Specific Requirements

The Contractor shall be currently licensed in the State of Arizona as a Certified Public Accountant.

1. Audits and AUP are to be conducted at Child Care Centers, Day Care Homes and Sponsoring Organization offices and may require visits to multiple sites. Multiple year audits may be conducted for sponsors.
2. The sponsor locations are statewide and the approximate percentages of geographic location are as follows:
 - a) Metro Phoenix 55%
 - b) Metro Tucson 25%
 - c) Other 20%
3. The Contractor shall attend and participate in the initial AZDE training meeting to receive program information.
4. The Contractor shall attend AZDE workshop training as required and scheduled by the AZDE program office. Additional training may be required depending on the experience of the Contractor. AZDE will notify the Contractor by telephone and in writing at least seven (7) days prior to the scheduled training.



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5. The Contractor shall contact each assigned sponsor by telephone and in writing prior to the desired audit date to schedule dates and times for the audit or AUP. A confirmed audit schedule and/or AUP shall be provided to the AZDE on a monthly basis and updated, as changes are needed.
6. The Contractor shall use the Audit Guidelines "*Exhibit 3 – CACFP Audit Guide*" to conduct the audit and the "*Exhibit 4 CACFP AUP Guide to conduct the AUP*".
7. The Contractor shall complete an audit report for each assigned sponsor and site, and shall submit the report to the ADE no later than three weeks after the completion of fieldwork. All reports and audit documentation are subject to AZDE and Auditor General review, and shall be provided at no charge to the State.
8. The Contractor shall complete and invoice all assigned work by August 15, 2019 and by August 15 of each renewal period if applicable.
9. The Contractor shall complete and submit all invoices to AZDE no later than 30 days after the completion and submission of audit report.
10. The Contractor shall be physically available to attend and participate in any appeal proceeding brought on behalf of a sponsor.

C. Reports

1. The Contractor shall notify the AZDE in writing five (5) days prior to the exit conference. Representatives of AZDE shall have the right to participate in and be fully informed of all matters relating to said conference. An audit shall not be accepted until AZDE has approved it.
2. The Contractor shall inform the AZDE in writing and receive approval prior to initiating any significant changes in procedures.
3. The Contractor shall maintain security over all records, reports and related material and shall release such information only in a manner authorized by the AZDE.



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4. AZDE will assign audits and AUP to Contractor. Upon receipt of assignments, the Contractor shall submit to AZDE an acceptable audit schedule within ten (10) working days. Prior to schedule changes, the Contractor shall contact AZDE with schedule updates.
5. The Contractor shall submit Audit Report to AZDE within 30 days upon completion of audit.

AUDITING SERVICES - Available to all Eligible Users of this Contract

D. At the discretion of the state agency, the Contractor shall provide auditing services as specified in the notice of contract award. It is the intent of this contract to make available to all eligible users any service that could be considered auditing in the most inclusive and general meaning of the term. Under this section of the Scope of Work, the user agency may enter into task order agreements, either competitively or non-competitively, with the Contractor. Said task orders shall describe, as comprehensively as is practicable, the user agency's requirements. Task orders may be priced on a fixed price or hourly basis, in accordance with what the user agency determines to be the best interest of the State.

E. Auditing services authorized in this scope of work include, but may not be limited to:

1. Financial Audits

The Contractor may perform financial audits in accordance with U.S. generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, and the provisions of the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable, Audits of States, Local Governments and Non-Profit Organizations. This service covers all forms and natures of funds, programs, processes, procedures, policies, and activities. Authorized work includes but is not limited to the work included in sections I through XI of this Scope of Work.

2. Programmatic or Performance Audits



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The Contractor may perform programmatic or performance audits in accordance with an agency's requirements and in accordance with Government Auditing Standards, issued by the Comptroller General of the United States. This service includes such audits of all forms and natures of programs, processes, procedures, policies, activities, and projects. Authorized work includes but is not limited to the kinds of programmatic and performance auditing performed by the Auditor General of the State of Arizona.

The following Exhibit applies to the Scope of Work:

EXHIBIT 2

EXHIBIT 3

EXHIBIT 4

EXHIBIT 5

EXHIBIT 6

End of Section 2-A



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SECTION 2-B: Pricing Document

1.0 Compensation

1.1 COMPENSATION METHOD

Contractor will be compensated based on the final detailed written quote approved by the Customer. Pricing shall not exceed the labor rates indicated on the Pricing Document.

2.0 Pricing

2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachments/Exhibits titled "Attachment 4-PRICING SCHEDULE" to this Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE:

2.2.1 Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

2.3 PRICE INCREASES:

2.3.1 The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

(a) Initial Contract prices will be honored for one year after award of Contract.

(b) All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.



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- (c) All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4 PRICE REDUCTIONS:

- 2.4.1 Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES:

- 2.5.1 Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6 TRAVEL:

- 2.6.1 Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at <https://gao.az.gov/travel>. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.

4.0 Invoicing

- 4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.
- 4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the The State's e-Procurement System PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●



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Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes <i>(as a separate invoice line item)</i>	●
Upcharge shipping/freight, etc. <i>(as a separate invoice line item)</i>	Materials only
Total invoice amount due	●

- 4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Order;
 2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.
- 4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.
- 4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
 - (b) do not reference the correct State contract number; or
 - (c) are payable to any Person other than the Contractor.
- 4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.



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5.0 Payments

- 5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions
- 5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

<https://gao.az.gov/afis/vendor-information>

6.0 Exhibits to the Pricing Document

Attachment 4-PRICING SCHEDULE

End of Section 2-B



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SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- | | |
|---|---|
| 1.1 Acceptance | "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services. |
| 1.2 Accepted Offer | If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer. |
| 1.3 Arizona Procurement Code;
A.R.S.; A.A.C. | "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the <u>Instructions to Offerors</u> . |
| 1.4 Arizona TPT | "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
https://www.azdor.gov/business/transactionprivilegetax.aspx . |
| 1.5 Attachment | "Attachment" means any item that:
<ol style="list-style-type: none">1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);2. was attached to an Offer when submitted; and3. was included in the Accepted Offer. |
| 1.6 Pricing Document | "Pricing Document" means <u>Section 2-B of Part 2 of the Solicitation Documents</u> , provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions. |
| 1.7 Contract Amendment | "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in The State's e-Procurement System is to be construed as being synonymous with "Contract Amendment". |
| 1.8 Contract Terms and Conditions | "Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively. |
| 1.9 Contractor | "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State. |
| 1.10 Contractor Indemnitor | "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors. |



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1.11 Co-Op Buyer

"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.12 Eligible Agency

If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.13 Indemnified Basic Claims

"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.14 Instructions to Offerors

"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.

1.15 Order

"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":

1. "Release" or "Release Purchase Order" in The State's e-Procurement System;
2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or
3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

1.16 The State's e-Procurement System

"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*.

NOTE (1): Technical Bulletin No. 020 is available online at:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

1.17 State

With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.18 State Indemnitees

"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit ... "The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a



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Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.20 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.



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- (a) Contract Amendments;
- (b) the final Solicitation Documents, in the order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;
 - (3) Uniform Terms and Conditions;
 - (4) Scope of Work;
 - (5) Exhibits to the Scope of Work;
 - (6) Pricing Document;
 - (7) Exhibits to the Pricing Document;
 - (8) Specifications; and
 - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for **twelve (12) months unless canceled, terminated, or permissibly extended.**

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the The State's e-Procurement System Summary for State; and



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- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

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- 3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for



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inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;
- ii. the right to release or disclose that work product to third parties for any State government purpose; and
- iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

- (a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;
- (b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and
- (c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.



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3.10 Subcontracts

- 3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.
- 3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.
- 3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

- 3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.
- 3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor



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shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

- 3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:
<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>
2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:
<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>
5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order



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immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

- 3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is



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reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

- 3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 *[Right of Offset]*.

4.0 Costs and Payments

4.1 Payments

- 4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.
- 4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

- 4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.
- 4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

- 5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee



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or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

- 5.2.2 IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$ 50,000
Each Occurrence	\$1,000,000

- The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation.....	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 2,000,000
Annual Aggregate	\$ 2,000,000

- a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.

SAM coverage is required only if Contractor's services involve working with, or caring for, children and/or vulnerable adults ("Vulnerable Adults" means physically and developmentally disabled adults or inmates that are in the care, custody, and control of the State of Arizona).

- b. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and, either continuous coverage will be maintained or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- c. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

5. Technology Errors & Omissions Insurance – Required as applicable to the services provided.



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Each Claim \$ 2,000,000

Annual Aggregate \$ 2,000,000

- a. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- b. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
- c. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.
- d. Technology Errors and Omissions insurance coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:
 1. Computer Based training (CBT) and/or
 2. E-Learning (E).

6. Network Security (Cyber) and Privacy Liability – Required as applicable to the services provided.

Each Claim \$ 2,000,000

Annual Aggregate \$ 2,000,000

- a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- b. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its department, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- e. Network Security (Cyber) and Privacy Liability coverage shall only be required from each Contractor or subcontractor who is providing one of the following Training Delivery Formats:
 1. Computer Based training (CBT) and/or



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2. E-Learning (E).

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.



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EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 **DEFINITION.** For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a



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Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.



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7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and Delegation*] that expressly recognizes the event.

7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.7 Lobbying

7.7.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
- ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section



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10.0 Contract Claims

10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 RESERVED

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all



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transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.



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13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and



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3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

- 14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

14.4 Pass-Through Indemnity

- 14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.



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- 14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- (a) State reserves the right to elect to participate in the action at its own expense;
 - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
 - (c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement.

- 14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

- (a) replace any infringing items with non-infringing ones;
- (b) obtain for State the right to continue using the infringing items; or
- (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

- 14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

- 14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

- 14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.



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14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
- (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
- (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in



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paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Section 2-B



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SECTION 2-D: Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- | | |
|--------------------------------|--|
| 1.1 Attachment | "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer. |
| 1.2 Contract | "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments. |
| 1.3 Contract Amendment | "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract. |
| 1.4 Contractor | "Contractor" means any Person who has a Contract with the State. |
| 1.5 Days | "Days" means calendar days unless otherwise specified. |
| 1.6 Exhibit | "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation. |
| 1.7 Gratuity | "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received. |
| 1.8 Materials | "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space. |
| 1.9 Procurement Officer | "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract. |
| 1.10 Services | "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8. |
| 1.11 State | "State" means the State of Arizona and Department or Agency of the State that executes the Contract. |
| 1.12 State Fiscal Year | "State Fiscal Year" means the period beginning with July 1 and ending June 30. |
| 1.13 Subcontract | "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract. |

2.0 Contract Interpretation

- | | |
|------------------------|--|
| 2.1 Arizona Law | The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised |
|------------------------|--|

PART 2 of the Solicitation Documents:
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- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..
- 2.6 No Parole Evidence** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

- 3.1 Records** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.



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3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.



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4.0 Costs and Payments

- 4.1 Payments** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes**
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law
- 4.4 Availability of Funds for the Next State fiscal year** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
- 4.5.2. Cancel the Contract; or
- 4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

- 5.1 Amendments** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.



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6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time



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equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated



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by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand.



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The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

August 16, 2018

To the Shareholders of Heinfeld, Meech & Co., P. C. and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P. C. (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

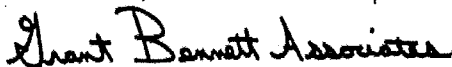
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Heinfeld, Meech & Co., P. C. in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Heinfeld, Meech & Co., P. C. has received a peer review rating of *pass*.



GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



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Attachment 2-A
Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY:

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

- 1.1 Brief overview of business operations, with an emphasis on experience providing Training - Professional Development and/or Related Consultation services.
- 1.2 Date established;
- 1.3 Ownership (public, partnership, subsidiary, etc.);
- 1.4 Location in which the Offeror is incorporated;
- 1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;
- 1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;
- 1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;
- 1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;
- 1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;
- 1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;
- 1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;
- 1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,



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- 1.13 Full disclosure of any criminal or civil offense.
- 1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.
- 1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:

- 1.1. Heinfeld, Meech & Co, P.C. (HeinfeldMeech or the Firm) is a Certified Public Accounting firm that is recognized as a national leader in the governmental auditing and accounting industry. With offices in Tucson, Phoenix, and Flagstaff, we have extensive resources within the state to assist the eligible users of this contract with financial auditing services. Our leadership in industry programs, employee development, financial reporting excellence and quality control all demonstrate our focus on governmental accounting and our commitment to keeping our clients and our own professionals informed about significant developments in the industry.

HeinfeldMeech is the industry leader for governmental audit services in the State of Arizona, currently providing assurance services to over 185 governmental entities, including municipalities, state agencies, retirement systems, utility districts, employee benefit trusts and school districts. The Firm is a member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental audits.

Additional information about our governmental experience and industry involvement is provided below in our responses to the remainder of Attachment 2-A.

- 1.2. The Firm was established in 1986.
- 1.3. The Firm is an S-Corporation.
- 1.4. The Firm is incorporated in the State of Arizona.
- 1.5. Our corporate headquarters are located at 10120 N. Oracle Rd., Tucson, AZ 85704.

Services for any resulting contract will also be provided by our other Arizona offices, located at 3033 N. Central Ave., Suite 300, Phoenix, AZ 85012 and 751 E. Pine Knoll Dr, Suite 1201, Flagstaff, AZ 86001.



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- 1.6. Below is the Firm's organizational chart demonstrating lines of responsibility relevant for any resulting contract under this solicitation.

MANAGING PARTNER

Corey Arvizu, CPA

AUDIT PARTNERS (Phoenix)

Jill A. Shaw, CPA
Jennifer L. Shields, CPA
Eric S. Taylor, CPA, CGFM
Brittney Williams, CPA

AUDIT PARTNERS (Tucson)

Corey Arvizu, CPA
Christopher W. Heinfeld, CPA
Michael (Mike) A. Hoerig, CPA

ADMINISTRATION PARTNER

Diane Bradley
(Key Point of Contact for offer)

AUDIT MANAGERS (All Offices)

Kristen M. Conway, CPA
Christopher A. Goeman, CPA, CGFM
Casey R. Good, CPA
Joshua Jumper, CPA, CGFM
Kara Jungbluth, CPA
Eugene Park, CPA
Jim Rebenar, CPA
James Shankland, CPA

IN-CHARGE AUDITORS

ADMINISTRATIVE ASSISTANTS

STAFF AUDITORS

AUDIT INTERNS

- 1.7. There are no known professional relationships between the Firm or members of the Firm and any eligible users of this contract that constitute a conflict of interest as defined by professional auditing standards and the *Government Accounting Standards (GAS)* issued by the Government Accountability Office (GAO).
- 1.8. The Firm has never filed any bankruptcy or insolvency proceeding, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.
- 1.9. There are no pending Securities Exchange Commission investigations involving the Firm.
- 1.10. There is no open or pending litigation initiated by the Firm or where the Firm is a defendant or party.
- 1.11. There is no open or pending litigation initiated by the Firm or where the Firm is a defendant or party in any litigation with a public sector client.



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- 1.12. There has been one contract terminated by a public sector client within the past five years. Information about this contract is provided in our response to Question 22 of this Questionnaire.
- 1.13. There is no record of any criminal or civil offense by the Firm or any member of the Firm.
- 1.14. The Firm is a properly licensed Arizona certified public accounting firm. See Attachment 2-B and Attachment 2-B Supplement (#1 of 1) for more Information about this license.
- 1.15. All key personnel listed in this proposal are certified to practice public accounting in the State of Arizona. See Attachment 2-B and Attachment 2-B Supplement (#1 of 1) for Information about these certifications.

Question 2: Company Experience

- A. What market(s) are your current clients primarily in?
- B. What experience do you have serving clients in Business Markets within the State of Arizona State?
- C. What is the range in size of your current clients?
- D. Provide two (2) examples that exhibit your experience with different types and sizes of financial auditing services for clients?
- E. How long have you provided services to your longest tenured client?
- F. Why did your last three former clients cancel their contracts?
- G. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

- A. HeinfeldMeech works exclusively with governmental entities and non-profit organizations in Arizona and New Mexico.
- B. The Firm has no private sector (for-profit) clients in Arizona.
- C. HeinfeldMeech has worked with Arizona local governments of all different sizes and complexities. The range of size of our financial statement audit contracts with governmental entities ranges from 50 to 1,500 project hours. The size of these entities ranges from varies from \$500,000 to over \$9.5 billion in assets.
- D. HeinfeldMeech has worked with many governmental entities with reporting and compliance requirements similar to the eligible users of this contract. Two of these entities are the City of Tucson and the Public Safety Personnel Retirement System.

As the second largest municipality in Arizona, the City of Tucson's financial statements include five enterprise funds as well as the Tucson Supplemental Retirement System, a pension trust fund of the City. Other compliance reporting required by the City include the Single Audit, HUD-REAC agreed-upon procedures, NTD agreed-upon procedures



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assurance, ADEQ landfill assurance and biennial agreed-upon procedures for development impact fees.

The Public Safety Personnel Retirement System (PSPRS) is a statewide retirement program for Arizona's public safety personnel, corrections officers, and elected officials. Total assets of the plan are over \$9.5 billion. In addition to the financial statement audit of the plan, HeinfeldMeech provides attestations regarding the plan's employer schedules and census data required by GASB Statements No. 67/68 and 74/75.

- E. We have six governmental audit clients for whom we have provided services since the founding of the firm 32 years ago.
- F. See response to Question 22 of this Questionnaire. We have had no other audit contracts that have been cancelled by our clients within the past 10 years.
- G. HeinfeldMeech is a member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental audits. The Center is a national community of CPA firms that demonstrate a commitment to governmental audit quality and raise awareness about the importance of governmental audits. The Center provides members with best practices, guidelines, and tools CPAs need to perform quality governmental audits and better serve their clients.

In addition, the Firm maintains membership in the AICPA Employee Benefit Audit Quality Center (EBPAQC). The EBPAQC helps firms ensure the quality of their audits of employee benefit plans by providing resources and tools, including trainings, practice aids and alerts.

We are also involved with a number of industry organizations, committees and other activities. This provides us with the opportunity to remain current on audit and reporting issues of the industry and provide timely guidance to our clients. The involvement by our Arizona-based partners and managers currently includes:

- Brittney Williams is a current member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center Executive Committee.
- Corey Arvizu is a member of the AICPA State & Local Government Expert Panel.
- Corey Arvizu served as the Chairperson of the Executive Committee of the AICPA's Governmental Audit Quality Center from 2008 to 2011.
- Jennifer Shields has served on the AICPA Task Force on the Single Audit Training Needs and CPE Evaluation.
- Karin Smith serves on the Government Finance Officers Association's (GFOA) review committee for Popular Annual Financial Reports (PAFRs).
- Corey Arvizu was a member of the AICPA's Professional Ethics Executive Committee.
- Jennifer Shields serves on the committee for the Arizona Society of Certified Public Accountants (ASCPA) Annual Governmental Accounting Conference.



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- Brittney Williams serves on the Financial Management Standards Board for the Association of Government Accountants (AGA).
- Brittney Williams is a member of the AGA Phoenix Chapter Education Committee.
- Joshua Jumper and Chris Goeman are Special Review Committee Members for the GFOA's CAFR certificate program.
- James Shankland is the Board President of the ASCPA Northern Chapter for 2018.

Question 3: Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

Heinfeld, Meech & Co., P.C. is an S-corporation (a privately-held corporation) registered with the Arizona Corporation Commission (File Number 0515728-0). We do not have an audited financial statement. Corporation documentation and annual reports may be obtained from the Commission's website (www.cc.state.az.us).

As we are a privately-held corporation, we do not have audited financial statements; see Attachment 5-A Supplement (#1 of 1) for copies of financial statements for the two most recent fiscal years for the Firm. In addition, as our financial records are maintained on a cash basis, we have not provided a Statement of Cash Flows.

Financial reports for the firm are reviewed monthly by the managing partner and quarterly by the board and shareholders to ensure accuracy. We ensure the reports' accuracy and there are no known irregularities. As our financial records are not publicly available, we are requesting confidentiality for these reports.

Question 4: Proposed Project Members and Organization

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.

Offeror Response:

See Attachment 3-B.



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Question 5: Subcontractors

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:

There are no proposed subcontractors for this contract.

Question 6: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the services being proposed.

Offeror Response:

See Attachment 2-B Supplement (#1 of 1) for copies of applicable licenses for the key personnel.

Question 7: The firm shall be licensed as a certified public accounting firm with the Arizona State Board of Accountancy (ASBA) and shall be in good standing with the ASBA. Firm must not have a record of substandard work with the ASBA. List any consent orders involving the firm or members of the firm.

Offeror Response:

Heinfeld, Meech & Co., P.C. is a properly licensed Arizona Certified Public Accounting firm (license #463) with the Arizona State Board of Accountancy (ASBA) and is in good standing with the ASBA. The Firm is also recognized by the American Institute of Certified Public Accountants and the Arizona Society of Certified Public Accountants.

We have no record of substandard work since the founding of the Firm in 1986. There are no current consent orders involving the Firm or members of the Firm.

Question 8: The firm is independent of the State and other eligible users of this contract as defined under the independence requirements of the American Institute of Certified Public Accountants (specifically including Rule 101, Interpretations 3 and 10) and the Governmental Auditing Standards issued by the Comptroller General of the United States.

Offeror Response:

We have established the proper procedures to query our employees for any possible independence issues for all of HeinfeldMeech's audit engagements. We have determined that there are no independence issues as defined by the independence requirements of the American Institute of Certified Public Accountants, including Rule 101, Interpretations 3 and 10 (as revised for the June 2014 codification), and the Government Auditing Standards (GAS) issued by the Comptroller General of the United States that would prevent us from issuing an objective opinion on the financial statements or financial reporting procedures of the State of Arizona and other eligible users of this contract. A Firm partner will review potential non-attest engagements for the State of Arizona, or any Department or Agency of the State of Arizona, to ensure HeinfeldMeech's ongoing independence for this contract.



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Question 9: Firm shall have the necessary expertise to ensure compliance with the Government Finance Officers Association (GFOA) Certificate of Achievement Program for the purpose of receiving the Certificate of Achievement for Excellence in Financial Reporting.

Offeror Response:

As specialists in the governmental auditing industry, we have extensive experience assisting clients with the preparation and submission of Comprehensive Annual Financial Reports (CAFRs) to the GFOA Certificate of Achievement Program. Our participation in this program has helped our clients receive more than 1,500 awards for their CAFRs. Within the past year, HeinfeldMeech has assisted over 100 clients with the drafting or review of their CAFR for submission to the GFOA.

In addition, HeinfeldMeech's partners and managers have experience with relevant GFOA committees. Our current participation in GFOA committees includes two audit managers serving as Special Review Committee Member for the GFOA's certificate program and one partner serving on the review committee for Popular Annual Financial Reports. In addition, the managing partner of the Firm was a member of the Special Review Committee of the GFOA's certificate program from 2006 to 2016.

Question 10: Firm shall have a minimum of 5 years performing financial and compliance audits of governmental entities in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

Offeror Response:

HeinfeldMeech has 32 years of experience performing financial and compliance audits of governmental entities under auditing standards generally accepted in the United States of America and the Government Auditing Standards issued by the Comptroller General of the United States.

We are the industry leader for governmental audit services in the State of Arizona, currently providing audit services to over 185 governmental entities. Our exclusive focus on the governmental and nonprofit industries provides you with the security that we will not vacate the sector for other markets. Our focus on the public sector also ensures you that the assigned audit staff will be knowledgeable, experienced and qualified. Because of this emphasis on governmental accounting, our assistants will be properly trained and supervised to address the unique audit and reporting challenges of governments.

As the Firm primarily provides services to governmental entities, we commit significant resources to training our professional staff on governmental reporting standards and assisting our clients with the implementation of new reporting standards. This includes the participation by two HeinfeldMeech partners on national AICPA committees. Participation on these committees provides the Firm pre-issuance access and input to changes in GASB financial report requirements and audit methodology techniques. HeinfeldMeech is also considered a leading expert in this area and has been asked to conduct numerous trainings on changes to government accounting and auditing standards including those on the pension and OPEB accounting and reporting requirements, Uniform Guidance, auditing standards, audit quality and Government Auditing Standards.



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Question 11: The firm and all assigned key professional staff including the senior in charge at fieldwork are properly licensed to practice in the State of Arizona and meet the continuing educational requirements of the state and Government Accounting Standards.

Offeror Response:

Heinfeld, Meech & Co., P.C. is a properly licensed Arizona Certified Public Accounting firm and is a member firm of the American Institute of Certified Public Accountants. Nine partners and 15 other staff members are Certified Public Accountants licensed by the Arizona State Board of Accountancy. In addition, all key personnel assigned to any contracted engagements will be properly licensed to practice public accounting in the State of Arizona.

All assigned key professional staff comply with the continuing educational requirements of the Arizona State Board of Accountancy, the American Institute of Certified Public Accountants (AICPA), and the GAS. Continuing education is a requirement of our staff to maintain their standing as professionals at the Firm. In conformity with the GAS and the AICPA, our auditors receive at least 80 hours of continuing education every two years, including at least 20 hours within each year. Professionals who conduct a substantial portion of the field work or reporting on the audit attend complete at least 24 hours of continuing education in subjects directly related to government accounting and auditing every two years. Detailed information about each key individual's recent continuing education can be provided upon request.

Question 12: An affirmation that the firm is capable of performing audit work under the provisions of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Offeror Response:

HeinfeldMeech has significant experience auditing federal programs under the requirements of Uniform Guidance; we complete 40 percent of Single Audits for Arizona local governments. As Single Audits are so significant to our audit practice, we invest heavily in relevant resources. All supervisory staff of HeinfeldMeech are required to obtain the Advanced Single Audit Certificate issued by the AICPA. These certificates demonstrate a high level of competency in this specialized area of expertise.

We have extensive experience performing Federal compliance testing and we have experience testing programs from the following Federal departments:

- Department of Health and Human Services
- Department of Transportation
- Department of Education
- Department of Agriculture
- Department of Housing and Urban Development
- Department of Homeland Security
- Department of Labor
- Environmental Protection Agency
- Department of the Interior
- Department of Justice
- Department of Energy
- Department of Defense



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The following list identifies some of the specific Federal programs that HeinfeldMeech has tested within the past three years:

- Highway Planning and Construction
- Federal Transit Cluster
- Formula Grants for Rural Areas
- Community Development Block Grants
- Child Nutrition Cluster
- Food Donation
- Airport Improvement Program
- Homeland Security Cluster
- Capitalization Grants for Drinking Water State Revolving Funds
- Edward Byrne Memorial Justice Assistance Grant
- Public and Indian Housing
- HOME Investment Partnerships Program
- Special Education Cluster
- Title I Grants
- Section 8 Housing Choice Voucher

Question 13: Provide a narrative on the history of firm and description of the organization including size of firm and the audit staff. Include whether the firm is a local, regional, national, or international operation.

Offeror Response:

Heinfeld, Meech & Co., P.C. is an Arizona-based certified public accounting firm. Founded in 1986, we specialize in providing auditing and consulting services to governmental entities. Our leadership in industry programs, employee development, financial reporting excellence and quality control all demonstrate our focus on governmental accounting and our commitment to keeping our clients and our own professionals informed about significant developments in the industry.

Our entire audit and consulting teams specialize in serving Arizona governments. HeinfeldMeech's staff currently totals 52 with offices in Tucson, Phoenix and Flagstaff, Arizona. The composition of our team includes the following categories:

- Audit Partners – 8
- Consulting Partners – 2
- Administrative Partner - 1
- Audit Managers - 9
- In-Charge Auditors and Accountants – 10
- Data Analyst - 1
- Staff Associates – 11
- Administrative Support – 6
- Audit Interns - 4



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Question 14: Describe the range of activities the local office performs, such as auditing, accounting, tax services, or management services.

Offeror Response:

Assurance Services and Reporting:

- Financial statement audits
- Single Audits in accordance with Uniform Guidance
- Financial statement reviews
- Compliance reviews
- Agreed-upon procedures
- Performance audits
- Preparation of Comprehensive Annual Financial Reports

Consulting and Advisory Services:

- Recommendations for business operations
- Reviews of accounting policies and procedures
- On-site presentations and staff trainings
- Fraud investigations
- Budget reviews
- Assistance with capital assets and inventory procedures
- Procurement reviews and investigations
- Review of compliance with Fair Labor Standards Act
- Fee studies
- Compensation studies



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Question 15: List and describe the firm's professional relationships involving the State and eligible users of this contract for the past five years, together with a statement explaining why such relationships affect your firm's independence or constitute a conflict of interest relative to performing the proposed audit.

Offeror Response:

Heinfeld, Meech & Co., P.C. has been engaged by the following eligible users of this contract to perform attestation services within the past five years:

- Arizona Department of Education
- Arizona Department of Veterans' Services
- Arizona Automobile Theft Authority
- Arizona Criminal Justice Commission
- Public Safety Personnel Retirement System
- Arizona Game and Fish Department
- Arizona Health Care Cost Containment System

As the above engagements were attestations such as financial statement audits, compliance audits and agreed-upon procedures, these engagements did not impair HeinfeldMeech's independence or constitute a conflict of interest relative to performing the proposed audits for this RFP.

In addition, HeinfeldMeech also performed several attestation engagements for the Arizona Automobile Theft Authority (AATA) within the past five years. The services provided the AATA with review services and reporting of any findings and recommendations to AATA management; therefore there was no impairment of audit independence under AICPA guidelines during this engagement.

Question 16: The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations.

Offeror Response:

There has been no disciplinary action taken or pending against the Firm with regulatory bodies or professional organizations since the founding of the Firm in 1986.



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Question 17: Provide the location of office from which work will be completed, and identify under what circumstances firm would require office space to be provided by the eligible users of this contract.

Offeror Response:

The audits will be supervised by personnel based in our Phoenix and Tucson, Arizona offices.

Additional associates to assist with audit procedures may be provided by any office; however preference for assignments will be according to the associate's relevant experience for the engagement as well as the proximity of the associate's home office to the client location.

HeinfeldMeech has not identified a need for permanent office space on-site by the eligible users of this contract. We will require sufficient working space for audit personnel during scheduled dates of fieldwork as coordinated with representatives of the entity.

Question 18: Provide resumes of key personnel to be assigned to the contract, including experience, education, certifications, licenses, and descriptions of relevant projects that those personnel have managed or coordinated. Specify level of participation, if any, in the audits identified in the Firm's Experience.

Offeror Response:

See Attachment 3-B, Attachment 2-B Supplement (#1 of 1) and Attachment 2-A Supplement (#1 of 1).

Question 19: Provide job descriptions and minimum qualifications for all key personnel who will be employed to support this contract.

Offeror Response:

Audit Engagement Partner

Minimum Qualifications: B.S. in Accounting required. Must have at least eight years of experience in the governmental and/or not-for-profit auditing and accounting. Must be a licensed Certified Public Accountant and possess supervisory experience. Must have appropriate technical skills, a positive attitude, and a commitment to providing the highest level of quality service to our clients and staff.

Duties and Responsibilities:

1. With the Audit Manager, develops a strategy for the efficient and effective completion of audit engagements via a well-defined scope, fieldwork approach, and preliminary work programs. Ensures that the Firm has dedicated the resources necessary to effectively manage the engagement. Monitors overall audit process.
2. Monitors all staff-client contacts by periodically reviewing engagements with clients and reviewing and signing all work before submitting it to clients.
3. Attends exit conferences with auditee personnel to discuss audit findings and recommendations. Explains all audit findings and recommendations, answers all questions, and provides appropriate documentation as requested by the auditee.



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4. Maintains high professional standards. Ensures that all client contact reflects the Firm's commitment to quality service.
5. Supervises, trains and develops managers and associates. Counsels and educates associates on the most effective ways to perform assigned work.
6. Complies with all peer review requirements.
7. Maintains and updates quality control standards. Manages assignment risks relative to firm and client requirements.

Audit Manager

Minimum Qualifications: B.S. in Accounting required. Must be a licensed Certified Public Accountant. Must have at least five years of experience in governmental and/or not-for-profit auditing and accounting and possess the ability to instruct clients and staff in the application of these services. Previous supervisory experience is required. Must have appropriate technical and communication skills, a positive attitude, and a commitment to providing the highest level of quality service to our clients and staff.

Duties and Responsibilities:

1. Conducts planning of engagements for approval of partners, including:
 - a. Schedules audit engagements according to priorities, deadlines and available personnel.
 - b. Identifies and studies the outputs of operational processes and systems in order to assess the quality and/or objective achievement level. Ensures that all necessary background information is compiled for communication to engagement team.
 - c. Assigns work to associates based on their level of proficiency and professional development plan. Meet with all levels of relevant firm personnel to discuss their duties and responsibilities in the achievement of their respective areas' objectives.
 - d. Develops a strategy for the efficient and effective completion of engagements via a well-defined scope, fieldwork approach, and preliminary work programs.
 - e. Identifies and coordinates the use of audit tools necessary to efficiently and effectively complete engagement activity.
 - f. Plans and monitors overall audit progress. Lead the decision-making process for assigned engagements, keeping the Engagement Partner fully informed of major decisions, engagement process, and the client's situation and potential problems. Maintain necessary documentation for the engagement in accordance with firm policy.
2. Assigns work to subordinates and adjusts workflow to meet priorities or deadlines. Ensures that changes are made as necessary to accommodate any required modifications to the scope of the audit engagement.



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3. Supervises, trains and develops assigned associates. Continuously review the quality of assisting associates' work to ensure adequacy of test work, documentation of conclusions, and conformity with standards.
4. As needed, evaluates auditee's internal controls in accordance with the applicable audit program prior to substantive testing. Evaluates the adequacy of the auditee's financial records including evaluation of the auditee's compliance with generally accepted accounting principles and federal and state laws, regulations, policies and procedures. Report compliance or non-compliance in the audit report.
5. Analyzes accounts as specified in the audit program or review comments, and prepares audit working papers to document and support the analysis.
6. Interviews auditee personnel for data and direction in obtaining supporting documentation to assess auditee operations.
7. Reviews working papers and supporting documentation to ensure the validity and accuracy of conclusions and findings. Ensure that all necessary documentation has been obtained to support all audit work including conclusions and findings.
8. Maintains audit working papers in accordance with the applicable audit program and firm policy.
9. Revises and/or performs additional audit work as necessary based upon supervisory reviews.
10. Plans and conducts exit conferences to discuss audit findings and recommendations with auditee personnel. Explains all audit findings and recommendations, answers all questions, and provides appropriate documentation as requested by the auditee.
11. Reviews audit progress for accuracy, adherence to the audit program, time schedule, and firm policies and procedures to identify additional areas to review.

In-Charge Auditor

Minimum Qualifications: B.S. in Accounting required. Must have a minimum of two years of experience in governmental and/or not-for-profit auditing and accounting and the ability to instruct clients and staff in the application of these services. Must have appropriate technical and communication skills, a positive and flexible attitude, and a commitment to providing the highest level of quality service to our clients and staff.

Duties and Responsibilities:

1. Ensures that all necessary background information is compiled and communicated to assigned associates and provides initial guidance on procedures to subordinates, if any.
2. May plan and monitor overall engagement progress and assist in identifying process issues and developing solutions, informing Engagement Manager/Partner as needed.
3. Assigns work to subordinates and adjust workflow to meet priorities or deadlines. Ensures that changes are made as necessary to accommodate any required modifications to the scope of the audit engagement.



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4. Supervises, trains and develops any assigned associates. Works with the Engagement Manager to complete timely Engagement Evaluations for assigned staff.
5. Evaluates client's internal controls or analyzes accounts as required and prepares engagement documentation. Evaluate the client's compliance with generally accepted accounting principles and federal and state laws, regulations, policies and procedures. Reports compliance or non-compliance as required.
6. Interviews client for data and direction in obtaining supporting documentation to assess client operations.
7. Maintains, or assists in maintaining, engagement working papers in accordance with the applicable audit program and firm policy.
8. Revises and/or performs additional work as necessary based upon supervisory reviews.
9. Plans and conducts, or participates in, exit conferences to discuss findings and recommendations with client personnel. Explains all findings and recommendations, answers all questions, and provides appropriate documentation as requested by the client.

Question 20: Provide the names of at least three customers who can provide references on the firm's work as it relates to this contract. Include: (a) Name and address of organization, (b) contact person, (c) email address, (d) phone number, (e) fax number, (f) contract number (if applicable) and a (g) brief written description of the specific services performed and requirements thereof, (h) and total hours to complete each engagement. References to be verifiable and should be able to comment on the firm's related experience and past performance.

Offeror Response:

See Experience References provided in Attachment 2-A, pages 33-37.

Question 21: Submit a copy of the report on the firm's most recent external quality control review opinion report and letters of comment, with a statement whether that review included a review of specific government engagements.

Offeror Response:

As required by our profession and the State of Arizona, every three years we participate in an AICPA quality control system review. A report with a rating of pass was issued August 16, 2018, by the firm of Grant Bennett Associates, A.P.C. See Attachment 2-A Supplement (#1 of 1) for a copy of the report. The quality control review included governmental audits performed by Heinfield, Meech & Co., P.C., with an in-depth review of the working papers and reports, including several audits of Arizona local governments.

As the Firm received a rating of pass, no deficiencies were noted for the review of the year ended May 31, 2018.



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Question 22: Provide the names of any clients your firm has lost in the last three (3) years and the reason for each loss.

Offeror Response:

In November 2015, a government client terminated the audit services contract between the Firm and the government. The termination was related to an instance of fraud that occurred at the government which management believed the Firm should have identified. The fraud was not material to any financial statement which the Firm rendered an audit opinion. In addition, the firm did not receive any disciplinary action from the State Board of Accountancy or any other oversight entity.

The Firm has not lost any other audit service contracts with governmental entities within the past three years, except for some instances where the contracted year had been completed and a new vendor was chosen through a formal procurement process. More information about these contracts can be provided upon request.

Question 23: The firm may submit samples of audit reports or similar documents completed by each of the designated key personnel that reflect their knowledge level.

Offeror Response:

Sample Reports for Corey Arvizu:

- Public Safety Personnel Retirement System Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2017: <http://www.psprs.com/investments--financials/annual-reports>
- City of Tucson CAFR for the year ended June 30, 2017: https://www.tucsonaz.gov/files/finance/Accounting/City_of_Tucson_CAFR_FINAL.pdf
- Tucson Supplemental Retirement System CAFR for the year ended June 30, 2017: https://www.tucsonaz.gov/files/retirement/TSRS_CAFR_2017.pdf
- New Mexico Self-Insurers' Fund: annual financial statement audit report for the year ended June 30, 2017: https://www.saonm.org/audit_reports/detail/11253
- City of Tucson Single Audit Reporting Package for the year ended June 30, 2017: <https://www.tucsonaz.gov/finance/single-audit>

Sample Reports for Jill A. Shaw:

- City of Tempe CAFR and Single Audit Reporting Package for the year ended June 30, 2017: <https://www.tempe.gov/city-hall/internal-services/finance/accounting>
- City of Peoria CAFR for the year ended June 30, 2017: <https://www.peoriaaz.gov/government/departments/finance/financial-reports-and-other-information>



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Sample Reports for Jennifer L. Shields:

- Town of Fountain Hills CAFR for the year ended June 30, 2017:
<https://www.fh.az.gov/170/Financial-Reports-Budgets>
- Yuma County Intergovernmental Public Transportation Authority CAFR for the year ended June 30, 2017: https://www.ycipta.org/documents/YCIPTA-FY2017_CAFR_12.28.17-Final.pdf

Sample Reports for Brittney Williams:

- Maricopa Association of Governments CAFR and Single Audit Reporting Package for the year ended June 30, 2017: <http://azmag.gov/Portals/0/Documents/MagContent/MAG-CAFR-and-SA-2017.pdf?ver=2018-11-06-131925-533>
- City of San Luis CAFR for the year ended June 30, 2017:
<https://www.cityofsanluis.org/139/Comprehensive-Annual-Financial-Reports>

Sample Reports for Eric S. Taylor:

- Alhambra Elementary School District CAFR for the year ended June 30, 2017:
<https://www.alhambraesd.org/cms/lib/AZ02210373/Centricity/Domain/205/Alhambra%20ESD%20CAFR%2017.pdf>
- Pendergast Elementary School District CAFR for the year ended June 30, 2017:
<http://www.pesd92.org/districtservices/businessservices/documents/reports/Pendergas%20ESD%20CAFR%2017.pdf>



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EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

1	Client Company/Address	Contact	Begin Date	End Date
	City of Chandler MS 702/P. O. Box 4008 Chandler, AZ 85244-4008	Dawn Lang, Management Services Director	FY 2003	Current (FY 2018)
	Phone Number	Email Address		
	(480) 782-2255	Dawn.Lang@chandleraz.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) Scope of Work: Financial statement audit, Single Audit, review of CAFR for GFOA submission, HURF audit report, ADEQ landfill assurance, biennial agreed-upon procedures for development impact fees, and financial statement audits of the Self-Insurance Fund, Workers' Compensation & Employer Liability Trust, Firefighters Employee Benefit Trust, and Chandler Cultural Foundation Total Contracted Hours per Audit Year: 900 Milestones for Last Completed Audit of the City (FY 2017): • Initiation of audit procedures - June 29, 2017 • Audit Fieldwork Completed - December 6, 2017 • Financial Audit Report Date - January 9, 2018 Contract Number: MS8-946-3910				



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List job positions provided and technologies utilized to supplement services.

Staff Utilization for Last Completed Audit (FY 2017):

<u>Personnel Level</u>	<u>Number of Individuals Utilized</u>	<u>Percentage of Total Project Hours</u>
Partners	2	10
Managers	2	39
Other Audit Associates	10	45
Audit Interns	4	3
Administrative Support	3	3

Technology Resources Utilized for Audit Engagements:

- CCH electronic audit programs
- CaseWare IDEA Data Analysis software
- Citrix remote server access
- CCH Axcess (secured client portal)
- cPaperless SignatureFlow (E-Signature software)
- PPC Checkpoint reference materials



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2	Client Company/Address	Contact	Begin Date	End Date															
	Public Safety Personnel Retirement System 3010 E. Camelback Rd, Ste 200 Phoenix, AZ 85016-4416	Dave DeJonge, Deputy Administrator	FY 2007	Current (FY 2018)															
	Phone Number	Email Address																	
	(602) 255-5575	DDeJonge@psprs.com																	
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) Scope of Work: Financial statement audit, review of CAFR for submission to GFOA, and attestations related to GASB Statements No. 67/68 and 74/75 Total Contracted Hours per Audit Year: 1,300 Milestones for Last Completed Audit (FY 2017): • Initiation of audit procedures – June 7, 2017 • Audit Fieldwork Completed – October 18, 2017 • Audit Report Date – January 25, 2018 Contract Number: N/A																			
List job positions provided and technologies utilized to supplement services. Staff Utilization for Last Completed Audit (FY 2017): <table border="1"><thead><tr><th><u>Personnel Level</u></th><th><u>Number of Individuals Utilized</u></th><th><u>Percentage of Total Project Hours</u></th></tr></thead><tbody><tr><td>Partners</td><td>1</td><td>10</td></tr><tr><td>Managers</td><td>1</td><td>55</td></tr><tr><td>Other Audit Associates</td><td>4</td><td>34</td></tr><tr><td>Administrative Support</td><td>1</td><td>1</td></tr></tbody></table> Technology Resources Utilized for Audit Engagements: • CCH electronic audit programs • CaseWare IDEA Data Analysis software • Citrix remote server access • CCH Axxess (secured client portal) • cPaperless SignatureFlow (E-Signature software) • PPC Checkpoint reference materials					<u>Personnel Level</u>	<u>Number of Individuals Utilized</u>	<u>Percentage of Total Project Hours</u>	Partners	1	10	Managers	1	55	Other Audit Associates	4	34	Administrative Support	1	1
<u>Personnel Level</u>	<u>Number of Individuals Utilized</u>	<u>Percentage of Total Project Hours</u>																	
Partners	1	10																	
Managers	1	55																	
Other Audit Associates	4	34																	
Administrative Support	1	1																	



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3	Client Company/Address	Contact	Begin Date	End Date
	City of Tempe P.O. Box 5002 Tempe, AZ 85280	Karen Huffman, Controller	FY 2005	Current (FY 2018)
	Phone Number	Email Address		
	(480) 350-8256	karen_huffman@tempe.gov		
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)				
Scope of Work: Financial statement audit, Single Audit, review of CAFR for GFOA submission, HURF audit report, review of HUD REAC submission, and biennial agreed-upon procedures for development impact fees				
Total Contracted Hours per Audit Year: 600				
Milestones for Last Completed Audit (FY 2017):				
• Initiation of audit procedures - August 18, 2017 • Audit Fieldwork Completed - December 1, 2017 • Audit Report Date - December 15, 2017				
Contract Number: T18-112-01				
List job positions provided and technologies utilized to supplement services.				
Staff Utilization for Last Completed Audit (FY 2017):				
<u>Personnel Level</u>	<u>Number of Individuals Utilized</u>	<u>Percentage of Total Project Hours</u>		
Partners	1	15		
Managers	1	38		
Other Audit Associates	4	45		
Administrative Support	2	2		
Technology Resources Utilized for Audit Engagements:				
• CCH electronic audit programs • CaseWare IDEA Data Analysis software • Citrix remote server access • CCH Axxess (secured client portal) • cPaperless SignatureFlow (E-Signature software) • PPC Checkpoint reference materials				



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4	Client Company/Address	Contact	Begin Date	End Date																		
	City of Peoria 8401 W. Monroe St. Peoria, AZ 85345	Brian S. Richie, CPA Accounting Supervisor	FY 2003	Current (FY 2018)																		
	Phone Number	Email Address																				
	(623) 773-7153	brian.richie@peoriaaz.gov																				
Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones) Scope of Work: Financial statement audit, Single Audit, review of CAFR for GFOA submission, HURF audit report, biennial agreed-upon procedures for development impact fees, and financial statement audits of Vistancia Community Facilities District, Workers' Compensation Trust, and Employee Benefit Trust Total Contracted Hours per Audit Year: 725 Milestones for Last Completed Audit of the City (FY 2017): • Initiation of audit procedures – May 15, 2017 • Audit Fieldwork Completed – October 12, 2017 • Audit Report Date – November 8, 2017 Contract Number: P13-0062																						
List job positions provided and technologies utilized to supplement services. Staff Utilization for Last Completed Audit (FY 2017): <table><thead><tr><th><u>Personnel Level</u></th><th><u>Number of Individuals Utilized</u></th><th><u>Percentage of Total Project Hours</u></th></tr></thead><tbody><tr><td>Partners</td><td>1</td><td>21</td></tr><tr><td>Managers</td><td>1</td><td>35</td></tr><tr><td>Other Audit Associates</td><td>4</td><td>40</td></tr><tr><td>Audit Interns</td><td>1</td><td>2</td></tr><tr><td>Administrative Support</td><td>2</td><td>2</td></tr></tbody></table> Technology Resources Utilized for Audit Engagements: • CCH electronic audit programs • CaseWare IDEA Data Analysis software • Citrix remote server access • CCH Axxess (secured client portal) • cPaperless SignatureFlow (E-Signature software) • PPC Checkpoint reference materials					<u>Personnel Level</u>	<u>Number of Individuals Utilized</u>	<u>Percentage of Total Project Hours</u>	Partners	1	21	Managers	1	35	Other Audit Associates	4	40	Audit Interns	1	2	Administrative Support	2	2
<u>Personnel Level</u>	<u>Number of Individuals Utilized</u>	<u>Percentage of Total Project Hours</u>																				
Partners	1	21																				
Managers	1	35																				
Other Audit Associates	4	40																				
Audit Interns	1	2																				
Administrative Support	2	2																				

End of Attachment 2-A



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Attachment 2-B
Organization Profile

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

ORGANIZATION PROFILE

Firm Name	Heinfeld, Meech & Co., P.C.	Year established	1986	
Principal address (street, city, state)	10120 N. Oracle Rd., Tucson, AZ 85704 (corporate headquarters)			
Entity type:	Professional Corporation	Structure:	S-Corporation	
Branch or Division:	N/A	Parent:	N/A	
Years of experience providing goods similar in type and quantity as required by this Solicitation.			N/A	
Years of experience performing services similar in size and scope as required by this Solicitation.			32	
Years the organization has conducted business in Arizona.			32	
Contract Representatives to Contact				
	Name	Title	Telephone Number	E-Mail Address
1.	Diane Bradley	Partner - Admin.	(520) 903-6867	diane.bradley@heinfeldmeech.com
2.	Corey Arvizu	Managing Partner	(520) 903-6865	corey.arvizu@heinfeldmeech.com
3.	Jill Shaw	Audit Partner	(623) 237-7951	jill.shaw@heinfeldmeech.com
Licenses/Certifications				
	Description	Issuer	Number	Expiration
4.	Heinfeld, Meech & Co., P.C. CPA Firm License	Arizona State Board of Accountancy (ASBA)	463	6/30/2020
5.	Corey Arvizu CPA License	ASBA	11434	08/31/2019
6.	Jennifer L. Shields CPA License	ASBA	10065	10/31/2020
7.	Jill A. Shaw CPA License	ASBA	12663	10/31/2020
8.	Brittney Williams CPA License	ASBA	16586	7/31/2019
9.	Eric S. Taylor CPA License	ASBA	12460	12/31/2018
10.	Christopher W. Heinfeld CPA License	ASBA	17815	7/31/2019



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Financial Information (attach financial statements with income/balance sheets as Supplements)				
	Rating/Issuer		Score/Rank	Date
11	N/A			
12				
13				
Capacity				
	Location	Work Performed	Number Staff	Capacity
14	Phoenix, Arizona	Auditing Services	19	35,500 hours
15	Tucson, Arizona	Auditing Services	13	24,150 hours
16	Flagstaff, Arizona	Auditing Services	7	13,250 hours
17				
18				

ATTACHMENT 2-B SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
19	Attachment 2-A Supplement (#1 of 1)	8/16/2018	1	Copy of peer review report
20	Attachment 2-B Supplement (#1-1)	8/18/2018	7	Copies of licenses for the Firm and listed key personnel
21	Attachment 3-A Supplement (#1 of 1)	8/20/2018	3	Description of Scope of Work for AZDE engagements
22	Attachment 3-B Supplement (#1 of 6)	8/20/2018	1	Resume for Corey Arvizu
23	Attachment 3-B Supplement (#2 of 6)	8/20/2018	1	Resume for Christopher W. Heinfeld
24	Attachment 3-B Supplement (#3 of 6)	8/20/2018	1	Resume for Jill A. Shaw
25	Attachment 3-B Supplement (#4 of 6)	8/20/2018	1	Resume for Jennifer L. Shields
26	Attachment 3-B Supplement (#5 of 6)	8/20/2018	1	Resume for Eric S. Taylor
27	Attachment 3-B Supplement (#5 of 6)	8/20/2018	1	Resume for Brittney Williams
28	Attachment 5-A Supplement (#1 of 1)	8/20/2018	7	Financial statements for Firm
29	Attachment 5-C_Supplemental Insurance	8/20/2018	3	Insurance Coverage Documents

End of Attachment 2-B

Path: [Home](#) > [CPADirectory](#) > Firm Directory

Welcome: Guest

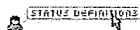
Search results as of 11/18/2018 7:43:27 PM

for CPA Firms:

Category = Firm Name

Criteria = Heinfeld

Tip: You can re-sort this list by clicking on column headings.



Snow Capped Black Hills Mountains Prescott Arizona

Directory Parameters

A "registrant" means any certified public accountant (CPA) or CPA firm. This directory only lists registrants that the Board is currently regulating or has regulated in the last ten years. Please read the [Status Definition link](#) above to learn which statuses are regulated and which are not. Individuals and firms are separately regulated so a search of both, if applicable, is more complete. To inquire about registrants that have not been regulated in over ten years please call our office at (602) 364-0804 or send an email to info@azaccountancy.gov. Registrants may practice in states other than Arizona and [CPA Verify](#) may be an additional resource.

Column Interpretations

Name / Address – Registrants are listed by their individual or firm name (not necessarily legal name) as they are currently registered with the Board. A registrant must notify the Board of any change in name or address of record which could be either residential or business within 30 days.

Status / Status as of – The Status is the registrant's current standing with the Board effective since the "Status as of" date and does not reflect any board actions prior to that date. For instance, a currently held "active" type of certificate/registration may have been on "probation" or "suspension" previously.

Renewal Date – If the entry has a date, the firm's registration needs to be renewed by 5:00 p.m. on the last business day of the month and year shown. A postmark is not evidence of timely filing. If the entry is an asterisk (*), the firm's registration needs to be renewed at the same time the individual's CPA certificate is renewed renewed by 5:00 p.m. on the last business day of the month and year shown. A postmark is not evidence of timely filing. If the entry is N/A, it is because the individual is no longer regulated. If the entry displays Call 602.364.0804, it is because the Board's database lacks the requisite information to automatically compute the renewal date and manual review and analysis is required.

Orders – If a registrant has been subject to disciplinary action, except for suspension for non-registration, the column represents the number of disciplinary orders since 2001. By selecting the number, the disciplinary order with the findings of fact, conclusions of law, and order requirements may be viewed.

Registration #	Issued	Firm Name	Status	Status as of	Renewal Date	City	State	Orders
463	06/04/1986	HEINFELD, MEECH & CO., P.C.	Active	07/08/2002	Call 602.364.08	TUCSON	AZ	

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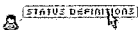
Custom Search

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Search results as of 11/18/2018 7:44:38 PM
for Individuals:
Category = LastName
Criteria = arvizu

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[Column Interpretations](#)

Issued – This is the original date the certificate was issued and does not reflect continuous licensure in Arizona for those registrants who have canceled, expired, relinquished or been revoked and later returned as a regulated CPA.
Name / Address – Registrants are listed by their individual or firm name (not necessarily legal name) as they are currently registered with the Board. A registrant must notify the Board of any change in name or address of record which could be either residential or business within 30 days.
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Renewal Date – If the entry has a date, the CPA's certificate needs to be renewed by 5:00 p.m. on the last business day of the month and year shown. A postmark is not evidence of timely filing. If the entry is N/A, it is because the individual is no longer regulated. If the entry displays **Call 602.364.0804**, it is because the Board's database lacks the requisite information to automatically compute the renewal date and manual review and analysis is required.
Orders – If a registrant has been subject to disciplinary action, except for suspension for non-registration, the column represents the number of disciplinary orders since 2001. By selecting the number, the disciplinary order with the findings of fact, conclusions of law, and order requirements may be viewed.

Certificate #	Issued	Last Name	First Name	Middle	Suffix	Status	Status as of	Renewal Date	City	State	Country	Orders
11434	04/18/2000	ARVIZU	COREY			Active	04/28/2000	8/2019	Tucson	AZ		
10067	10/28/1996	ARVIZU	NANCY	L		Active	11/06/1996	2/2020	Tucson	AZ		

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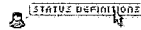
Path: [Home](#) > [CPADirectory](#) > Certificate Directory

Welcome: Guest

Search results as of 11/18/2018 7:45:16 PM
for Individuals:

Category = LastName

Criteria = heinfeld

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clicking on column headings.

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Column Interpretations

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Status / Status as of - The Status is the registrant's current standing with the Board effective since the "Status as of" date and does not reflect any board actions prior to that date. For instance, a currently held "active" type of certificate/registration may have been on "probation" or "suspension" previously.

Renewal Date - If the entry has a date, the CPA's certificate needs to be renewed by 5:00 p.m. on the last business day of the month and year shown. A postmark is not evidence of timely filing. If the entry is N/A, it is because the individual is no longer regulated. If the entry displays Call 602.364.0804, it is because the Board's database lacks the requisite information to automatically compute the renewal date and manual review and analysis is required.

Orders - If a registrant has been subject to disciplinary action, except for suspension for non-registration, the column represents the number of disciplinary orders since 2001. By selecting the number, the disciplinary order with the findings of fact, conclusions of law, and order requirements may be viewed.

Certificate #	Issued	Last Name	First Name	Middle	Suffix	Status	Status as of	Renewal Date	City	State	Country	Orders
17815	08/20/2015	HEINFELD	CHRISTOPHER	W.		Active	08/20/2015	7/2019	TUCSON	AZ		
2563	03/19/1979	HEINFELD	GARY			Active	09/06/1985	3/2020	Tucson	AZ		

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Welcome: Guest

Search results as of 11/18/2018 7:45:53 PM
for Individuals:

Category = LastName

Criteria = show

Tip: You can re-sort this list by
clicking on column headings.

[STATUS DEFINITIONS](#)



Snow-Capped Black Hills Mountains Prescott Arizona

Directory Parameters

A "registrant" means any certified public accountant (CPA) or CPA firm. This directory only lists registrants that the Board is currently regulating or has regulated in the last ten years. Please read the [Status Definition link](#) above to learn which statuses are regulated and which are not. Individuals and firms are separately regulated so a search of both, if applicable, is more complete. To inquire about registrants that have not been regulated in over ten years please call our office at (602) 364-0804 or send an email to info@azaccountancy.gov. Registrants may practice in states other than Arizona and [CPA Verify](#) may be an additional resource.

Column Interpretations

Issued – This is the original date the certificate was issued and does not reflect continuous licensure in Arizona for those registrants who have canceled, expired, relinquished or been revoked and later returned as a regulated CPA.

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Status / Status as of – The Status is the registrant's current standing with the Board effective since the "Status as of" date and does not reflect any board actions prior to that date. For instance, a currently held "active" type of certificate/registration may have been on "probation" or "suspension" previously.

Renewal Date – If the entry has a date, the CPA's certificate needs to be renewed by 5:00 p.m. on the last business day of the month and year shown. A postmark is not evidence of timely filing. If the entry is N/A, it is because the individual is no longer regulated. If the entry displays Call 602.364.0804, it is because the Board's database lacks the requisite information to automatically compute the renewal date and manual review and analysis is required.

Orders – If a registrant has been subject to disciplinary action, except for suspension for non-registration, the column represents the number of disciplinary orders since 2001. By selecting the number, the disciplinary order with the findings of fact, conclusions of law, and order requirements may be viewed.

Certificate #	Issued	Last Name	First Name	Middle	Suffix	Status	Status as of	Renewal Date	City	State	Country	Orders
13534	02/14/2005	SHAW	BENJAMIN	A.		Canceled	01/12/2015	N/A	FARMINGTON	UT		
17312	05/05/2014	SHAW	BRIAN			Active	05/28/2014	6/2020	PEORIA	AZ		
12663	07/14/2003	SHAW	JILL	A.		Active	07/30/2003	10/2020	Scottsdale	AZ		
14203	07/10/2006	SHAW	MIRIAH	JANE		Active	08/04/2006	11/2018	CAVE CREEK	AZ		
15833	06/07/2010	SHAW	STAN	L.		Active	06/21/2010	12/2018	Surprise	AZ		
17505	10/27/2014	SHAW-STAHKE	SARAH	C.		Expired	10/01/2018	N/A	HILLSBORO	OR		

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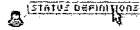
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for Individuals:

Category = LastName

Criteria = shields

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Renewal Date - If the entry has a date, the CPA's certificate needs to be renewed by 5:00 p.m. on the last business day of the month and year shown. A postmark is not evidence of timely filing. If the entry is **N/A**, it is because the individual is no longer regulated. If the entry displays Call **602.364.0804**, it is because the Board's database lacks the requisite information to automatically compute the renewal date and manual review and analysis is required.

Orders - If a registrant has been subject to disciplinary action, except for suspension for non-registration, the column represents the number of disciplinary orders since 2001. By selecting the number, the disciplinary order with the findings of fact, conclusions of law, and order requirements may be viewed.

Certificate #	Issued	Last Name	First Name	Middle	Suffix	Status	Status as of	Renewal Date	City	State	Country	Orders
10065	10/28/1996	SHIELDS	JENNIFER	L		Active	11/06/1996	10/2020	Phoenix	AZ		
16978	05/06/2013	SHIELDS	PATRICK	S.		Active	05/30/2013	7/2019	Gilbert	AZ		

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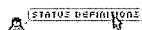
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for Individuals:

Category = LastName

Criteria = taylor

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Certificate #	Issued	Last Name	First Name	Middle	Suffix	Status	Status as of	Renewal Date	City	State	Country	Orders
16577	05/07/2012	TAYLOR	ALICE			Active	05/11/2012	1/2020	TUCSON	AZ		
12621	05/12/2003	TAYLOR	AUDRA	L		Active	01/07/2005	12/2018	Phoenix	AZ		
12694	07/14/2003	TAYLOR	BRENT	H.		Active	07/28/2003	7/2019	PEORIA	AZ		
10663	02/09/1998	TAYLOR	DEAN	M.		Active	05/06/2011	4/2019	Mesa	AZ		
14397	02/12/2007	TAYLOR	DEREK	R.		Active	02/20/2007	10/2020	Gilbert	AZ		
6074	06/06/1988	TAYLOR	DIANE	L		Active	06/10/1988	11/2020	Cookeville	TN		
626	06/18/1962	TAYLOR	DONALD	A.		Deceased	05/01/2014	N/A	GLENDALE	AZ		
12460	12/02/2002	TAYLOR	ERIC	S		Active	12/13/2002	12/2018	Phoenix	AZ		
12005	09/26/2001	TAYLOR	ERIC	W.		Inactive	12/04/2017	10/2019	Prescott Valley	AZ		
13123	05/10/2004	TAYLOR	JAMES	R.		Expired	11/03/2014	N/A	TULSA	OK		
16312	08/25/2011	TAYLOR	JASON	A.		Active	09/02/2011	7/2020	Gilbert	AZ		
15648	12/07/2009	TAYLOR	JAY	HAYWARD		Active	12/17/2009	6/2020	Chandler	AZ		
14396	02/12/2007	TAYLOR	JES			Expired	10/01/2009	N/A	BUDA	TX		
14468	03/19/2007	TAYLOR	JOHN	MARCUS		Active	03/29/2007	4/2019	Phoenix	AZ		
5205	07/07/1986	TAYLOR	JON	KELVIN		Active	02/06/2018	1/2020	Scottsdale	AZ		
15028	07/14/2008	TAYLOR	JORDAN	I.		Active	07/22/2008	2/2019	Phoenix	AZ		
13331	09/20/2004	TAYLOR	KATHERINE	C		Active	10/05/2004	8/2020	Glendale	AZ		
13942	12/05/2005	TAYLOR	KELLY	DIANE		Active	11/09/2012	4/2019	Houston	TX		
3420	12/07/1981	TAYLOR	LARRY	VOY		Deceased	01/31/2009	N/A	SCOTTSDALE	AZ		
7530	06/10/1991	TAYLOR	LAURIE	ANN		Active	06/18/1991	12/2019	phoenix	AZ		

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for Individuals:

Category = LastName

Criteria = williams

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12933	02/17/2004	WILLIAMS	AARON	A.		Active	02/27/2004	12/2019	Tucson	AZ		
8290	04/19/1993	WILLIAMS	BELINDA	L.		Active	05/01/1993	2/2020	Gilbert	AZ		
16586	05/07/2012	WILLIAMS	BRITTNEY			Active	05/18/2012	7/2019	Tempe	AZ		
11413	02/14/2000	WILLIAMS	CYNTHIA			Active	02/18/2000	2/2019	Gilbert	AZ		
4660	06/03/1985	WILLIAMS	DANIEL	RAY		Active	08/05/1991	5/2019	scottsdale	AZ		
556	06/07/1961	WILLIAMS	DAVID	IVAN		Deceased	05/08/2015	N/A	SCOTTSDALE	AZ		
2230	09/19/1977	WILLIAMS	DAVID	DAOU		Retired	12/10/2015	11/2019	Columbus	OH		
17792	07/13/2015	WILLIAMS	DEBORAH	A.		Active	07/30/2015	7/2019	Phoenix	AZ		
4522	02/19/1985	WILLIAMS	GARY	LAMOND		Active	07/06/1998	4/2020	Mesa	AZ		
9371	06/12/1995	WILLIAMS	GEORGE	M.		Expired	03/03/2014	N/A	CHANDLER	AZ		
12718	07/14/2003	WILLIAMS	GRANT	H.		Active	03/14/2006	1/2020	Boulder	CO		
11001	12/07/1998	WILLIAMS	HAYDEN	B.		Active	09/01/2017	8/2019	Maple Valley	WA		
17342	05/05/2014	WILLIAMS	JAMES	D.		Active	05/19/2014	9/2020	Scottsdale	AZ		
18664	08/24/2017	WILLIAMS	JANE	C.		Active	08/24/2017	5/2019	TUCSON	AZ		
11414	02/14/2000	WILLIAMS	JAY	M.		Active	02/29/2000	2/2020	Glendale	AZ		
11415	02/14/2000	WILLIAMS	JEFFREY	J.		Active	02/25/2000	12/2018	Mesa	AZ		
9952	07/08/1996	WILLIAMS	JENNIFER	GURZENSKI		Active	05/26/2015	10/2020	University Park	MD		
14498	05/07/2007	WILLIAMS	JEREMY	N.		Active	05/10/2007	1/2019	Scottsdale	AZ		
8056	10/13/1992	WILLIAMS	JILL	D.		Expired	03/01/2012	N/A	HIGLEY	AZ		
18293	09/28/2016	WILLIAMS	JUSTIN	DAVID		Active	06/12/2018	1/2020	TUCSON	AZ		

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Scope of Work

We will use the following approach in completing these engagements. This approach has proved to be effective and efficient for our past engagements for the Arizona Department of Education.

Planning Phase

In-Office Planning

Our in-office planning includes preparing an engagement letter for the Sponsor Organization that outlines the audit responsibilities of our firm, as well as the responsibilities of the Sponsor Organization. We also prepare a set of audit working papers for the Sponsor Organization that includes the Independent Auditor Guide prepared by ADE, as well as the Guide for Performing Agreed Upon Procedure Engagements.

It is during our in-office planning stage that we will determine if a sample of the Sponsor Organization's day care homes will be selected for test work, or if 100% of the day care homes will be reviewed. In addition, we will select a sample of months to review, based upon the criteria outlined in the ADE Audit Guide.

Planning with Sponsor Organization

Initial contact will be made with the Sponsor Organization, at which time we will discuss the audit process. We will provide the Sponsor Organization with a list of site locations we have selected for specific test work. We will also provide the Sponsor Organization with a preliminary listing of items that we will need to review. This listing includes such things as the following:

- Sponsor Organization's approved application for participation in the program
- Sponsor Organization's approved tax-exempt/nonprofit status
- DES Family Day Care Certificate or current permits/inspection reports, and DHS Group Day Care Home's Certificate
- Monthly reimbursement claims
- Invoices, receipts, payroll records and other documentation for each reimbursement claim selected for review
- Day care home records maintained by the Sponsor Organization, such as enrollment/attendance information, meals/supplements records, daily meal count records, children's eligibility determinations, tier status determination, and menus
- Documentation supporting the need for start-up and/or expansion funds
- Documentation relating to the timeliness of the disbursement of reimbursement payments to each day care home
- Documentation related to the Sponsor Organization's (1) training of the day care home staff and (2) administrative reviews of the day care homes
- Written code of standards of conduct
- Procurement policies

During the review of the preliminary listing of items need for the audit, we will establish a mutually agreeable time line to schedule our field work to ensure a timely completion of the audit.

We feel that entrance conferences are an integral part of the audit process that helps provide a workable framework for the upcoming audit.

Fieldwork Phase

Based upon our prior audit experience with the Sponsor Organization, and/or with similar Sponsor Organizations, we will determine the proper staffing required. We will assign audit staff that are familiar with the CACFP requirements and are experienced with the audits of similar organizations.

During the Field Work phase, we will obtain and review the necessary documentation from the Sponsor Organization and from the individual site locations and complete the ADE Audit Guide in the following areas:

- Application for Participation
- Start-up Payments and Expansion Fund Payments
- Payment to Providers
- Meal Counts and Provider Documentation
- Administrative Costs and Reimbursements
- Requirements for Meals
- Procurement Standards

During the Fieldwork phase, it may be necessary for our staff to conduct personal visits to verify the existence of individual day care homes. We may also choose to observe the serving of meals at individual day care homes to evaluate meal pattern requirements and to determine the adequacy of the meal count process to produce accurate meal counts.

Prior to leaving the individual day care homes and the Sponsor Organization, informal exit conferences will be held to discuss the audit findings, questioned costs and the proposed recommendations to ensure all parties understand the findings and to help ensure corrective action can begin immediately.

Final Phase

Report Preparation/Quality Control Review

Once the audit staff completes the fieldwork phase of the audit, a preliminary written report is prepared.

The audit working papers and preliminary audit report are submitted to the Engagement Partner for a quality control review. If deemed necessary, a secondary review may be conducted by a secondary partner.

The review of the audit working papers ensures that the Audit Guide has been completed properly and is supported by sufficient audit work.

If applicable, the review of the preliminary audit report ensures that the Schedule of Expenditures of Federal Awards is prepared accurately and that all compliance findings and related questioned costs are properly included in the report, and supported by documentation in the audit working papers.

A copy of the drafted report will be provided to the Sponsor Organization for review and concurrence.

Issuance of Final Report

Once we have documented the Sponsor Organization's response and corrective action plan, a final report will be issued to the Sponsor Organization and to ADE.



Request for Proposal

Solicitation No.

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Description:

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Arizona Department of Administration

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Attachment 3-A Method Proposal (Method of Approach)

Provide responses to all of the following questions numbered "1" through "14" in the area provided under questions below lettered "a" through "k" of this questionnaire. Under questions a – k, responses are only required if an offer is provided for that particular Agency or Eligible User. If a question is not applicable to the services offered, make a note of that in the response. Reference the Scope of Work for the types of engagements required by each of the Agencies or All Other Eligible Users of this contract. The language should be straight forward and limited to facts, solutions to problems, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

1. Expected budget with total number of staff and staff hours broken down by audit segments.
2. Level of staff qualifications and experience, and number of hours to be assigned to each proposed segment of each engagement.
3. Amount and type of statistical sampling to be used in each engagement.
4. Provide information relating to firm's experience providing services for Public Employee Retirement Systems.
5. Type of EDP software that will be used to test the financial systems during each applicable engagement.
6. Type and extent of analytical procedures to be used in each engagement.
7. Approach to be taken to gain and document an understanding of each eligible user's internal control structure.
8. Approach to be taken in determining which laws and regulations that will be subject to audit test work.
9. Areas/departments that will be subject to compliance and substantive sampling.
10. Whether firm will rely on the work of other auditors with respect to the real estate joint ventures.
11. The proposal should indicate how the audit approach will differ, if applicable, in the second and subsequent years of the engagement regarding the planned staff level, sample sizes, test work, sampling techniques, and other aspects of the engagement.
12. Indicate any problems firm anticipates, and possible solutions to these problems.
13. Provide any other relevant information that demonstrates the firm's working knowledge in order to successfully perform the range of services required under this Scope of Work.
14. Any other information firm would like considered in evaluation offer.



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- a) Answer questions 1 through 14, referring to for the Arizona State Retirement System (ASRS)
1. Based upon our understanding of ASRS operations and accounting systems, we estimate the following number of hours will be required to complete the audit.

	Partner	Manager	In-Charge/ Senior	Staff	Total
Audit planning:					
Development of audit programs	5	10	10		25
Risk assessment & materiality	5	10	10		25
Preliminary analytical procedures	5	15	20	10	50
Documentation internal controls	5	20	30	25	80
Other planning procedures	5	10	10	5	30
Substantive audit procedures:					
Assets	20	40	40	20	120
Liabilities		10	10	5	25
Additions	5	20	50	40	115
Deductions	10	20	50	50	130
Data analytic procedures	5	15	15	5	40
Tests of controls/census data		20	65	65	150
Audit conclusion:					
Analytical procedures	10	10	10	5	35
Final review of audit programs	5	10			15
Review of financial statements	15	5			20
Other conclusion procedures	5	10	10	5	30
Administrative				10	10
TOTAL	100	225	330	245	900

2. See above response for estimated hours by experience level and number of hours to be assigned to each proposed segment of the engagement.
3. The Firm selects sample sizes derived from the entire population of transactions within the major transaction cycles, considering both quantitative and qualitative factors.

Statistical sampling will typically be utilized for larger, significant transaction classes such as benefit payments. Statistical sampling will be performed utilizing CaseWare IDEA Data Analysis Software. Nonstatistical haphazard or judgmental selections will be utilized for smaller populations that do not provide for the application of statistical sampling, or populations that have attribute testing considerations.



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The following are estimates of sample sizes in various areas of internal accounting controls:

- Member and employer contributions – 60-120 transactions
- Benefit payments – 60-120 payment transactions
- Accounts payable and payroll – 25-40 transactions
- Census data - 60-120 members
- Journal entries – 25-40 journal entries
- Investment valuations – 40-80 investments
- Investment compliance – based on number of new agreements

4. HeinfeldMeech's experience for providing services to public employee retirement systems includes the following:
 - Public Safety Personnel Retirement System (PSPRS) – annual financial audits for fiscal years ending June 30, 2007 through 2017 (currently performing 2018)
 - Tucson Supplemental Retirement System (TSRS) – annual financial audits for fiscal years ended June 30, 2003 through 2011 and 2017 (currently performing 2018)
 - Arizona State Retirement System (ASRS) – annual financial audits for fiscal years ending June 30, 2007 through 2012
5. HeinfeldMeech utilizes the following EDP software:
 - Citrix server environment to ensure audit personnel have secured remote access to data throughout the engagement;
 - CCH electronic audit programs and basic software applications including word processing and spreadsheets to achieve our documentation and reporting objectives;
 - A secured client portal that meets industry standards will be used to receive data from and send information to the ASRS; and
 - CaseWare IDEA Data Analysis software that will be utilized to audit large data volumes and perform sampling procedures.

In addition, a review and evaluation of ASRS information technology systems will be performed during the audit due to the integral nature and relationship to the financial reporting of the ASRS. Both general information technology (IT) controls and application controls will be assessed during the planning of the audit. The audit procedures that will be applied to ASRS IT systems will include:

- The determination of the effect of IT on the audit
- Understanding the IT controls
- Identification of IT risks

Systems tests for integrity, system security tests, use of computer assisted audit tools (CAATs), and/or the use of an IT specialist will be applied as deemed necessary to achieve the planned audit objectives.



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We will also perform procedures of the existing IT controls in order to assess their design and operating effectiveness in the context of supporting the data integrity of financial information. These controls generally include policies, function access, application access and physical controls and back-up procedures.

Based on the results of our walkthroughs, we may also apply additional audit programs to evaluate key system settings and configurations against leading security practices. Procedures may also be performed to test specific system reports for integrity through the use of computer assisted audit tools (CAATs).

Application of Data Analytics. HeinfeldMeech utilizes CaseWare IDEA software, which is a comprehensive, powerful tool that allows for faster and more effective auditing techniques over various audit areas. The use of data analytics will allow for audit procedures to be focused on those items which appear to be anomalies as identified through this analysis. In some instances, the use of data analytics will allow for the testing of complete sets of data rather than the sampling of a limited number of transactions.

Data analytics procedures applied in the audit may include:

- Analyzing month-to-month and year-to-year audit data to identify trends and anomalies
- Analyzing changes in census data from year-to-year to identify anomalies
- Examining all weekend, holiday and off hour general ledger activity
- Technology controls checks by comparing established user roles with user activity
- Applying Benford's Law to examine frequency distribution of transactions
- Identifying fluctuations and anomalies in bank/investment account reconciliations
- Using "fuzzy logic" to identify addresses shared by employees and vendors
- Identifying and examining anomalies in payroll-related transactions

Additional audit requests for data analytic procedures may include, but are not limited to, the following data files:

- Detail payroll data file
- Adjusting journal entries
- Employee maintenance files
- Vendor maintenance files
- Invoice processing file
- Banking and credit card reports



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Data Analyst Position. HeinfeldMeech is committed to investing in the advances of auditing methodologies and have prioritized the use of technology-enabled data analytics. In order to most effectively achieve this objective, the Firm's staff includes a full-time data analyst who holds a Master of Science in Business Analytics with advanced education in applied analytics and predictive modeling.

In addition to the expertise of our highly qualified audit team members, our Data Analyst can assist the auditors in performing the data analytics audit procedures described above. The Data Analyst's involvement on our audit engagements may include:

- Supporting the engagement team in designing and implementing procedures for testing
- Conducting univariate and multivariate analyses on detailed transactions reports
- Conducting advanced analytical test work on client data to support substantive testing (e.g. correlation analysis, reasonableness testing, regression analysis, trend analysis).
- Identifying anomalies in current year financial statements through comparisons of historical client data
- Developing ad hoc tests for specific client needs
- Preparing visualizations to illustrate the results of test work and enhance reports provided to clients

6. As required by generally accepted auditing standards, analytical procedures are performed both in the planning and the final phases of the audit. The following are examples of analytical methods and informational sources that will be used during the audit:

- Comparison of actual prior year activity to current year activity for all financial statement account balances and transaction classes
- Analytical ratios of current year transaction classes to category totals
- Member benefit payments – trend and per member analysis
- Member and employer contributions – trend and per member/employer analysis
- Investment rates of return – trend analysis, industry comparison, estimated returns
- Census data - year-to-year analysis

The use of analytical procedures will assist in identifying high risk areas as well as help us focus the audit test work on significant areas and accounts that require detailed testing. The use of ASRS internal financial reports will be used to perform the analytical procedures.



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7. An understanding of ASRS financial operations, funding source requirements, transaction processing procedures, and internal control structure will be achieved through inquiry, observation, and walk-throughs of transactions. ASRS personnel will complete a series of internal control questionnaires to assist in this process. We will also use other resources such as ASRS's budget, organizational charts, policy and procedure manuals, internal audit plans and other management information systems.
8. The determination of which laws and regulations that will be subject to audit test work will be determined through a number of inquiry and review procedures such as the following –
 - Inquiry with ASRS personnel, including finance staff;
 - Consideration of compliance requirements that have been identified in prior year audits;
 - Review the relevant portions of any directly related agreements;
 - Review pertinent sections of laws and regulations, including State statutes;
 - Review the minutes of meetings of the Board of Trustees; and
 - Inquiry of oversight organizations about applicable compliance requirements.
9. During the normal course of planning and performing the audit, the Firm will sample from the areas of member benefits, member contributions, census data, investment activity, investment compliance, accounts payable, and payroll. Our sampling approach will be based on the risk assessment and planning procedures completed during the planning phase of the audit. See also response to Question 3.
10. We typically rely on the audited financial statements of real estate joint ventures as appropriate audit evidence to support reported balances. Dependent on our review of the audit opinion and financial statements for each respective real estate joint venture we may find it appropriate to obtain additional information from the joint venture partnership, contact the independent auditor, and/or perform additional valuation procedures.
11. We do not expect that the audit approach will differ significantly in the second and subsequent years of the audit. The Firm will typically cycle audit procedures based on the results of the prior audit or identified areas of risk. However, the total transaction sampled and time commitment required by ASRS will not change significantly throughout the audit contract unless there are substantial changes in the accounting processes by ASRS. In addition, although there may be changes in the specific staff assigned to the audit, the experience and qualifications of the staff levels as submitted in the proposal will not differ significantly in the subsequent years of the audit.
12. Based upon information currently known about ASRS, the only potential audit problems in future fiscal years could be due to potential personnel changes or position vacancies in key financial or accounting positions. Such changes could potentially create audit problems if the change or vacancy prevents audit requests from being completed in an accurate and timely manner.



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13. In addition to the information provided above, the following demonstrates HeinfeldMeech's working knowledge of performing audits of statewide pension and OPEB plans.

Investment valuation. The Firm utilizes Harvest Transparent Investment Valuations to perform certain investment procedures. Harvest is a third party which independently performs investment valuations and verification of valuation input levels. Harvest subscribes to exchanges and/or reporting systems for all relevant equities, fixed income, and other types of securities then stores this data for every available item on every day. Harvest is able to provide independent valuations on almost any security type, from bonds and equities to swaps and other derivatives.

Actuarial considerations. The Firm is familiar with actuarial services provided to pension and OPEB plans, the required report elements of actuarial reports, actuarial methods and assumptions, and the required audit procedures for use of a management's specialist. The Firm has reviewed and utilized numerous actuarial reports for both pension and OPEB benefits and has the ability to have relevant, meaningful discussions with actuaries regarding the scope of work provided to pension plans. We incorporate various procedures for testing census data including detail tests of data elements, year-to-year comparisons, reconciliation of actuarial files, and data integrity checks. Additional procedures for actuarial services include review of the methods and assumptions, assessment of objectivity and conclusions, and documentation of actuarial team member's qualifications.

Service Organizations. The Firm is familiar with the various types of service organizations used by pension and OPEB plans and the required audit procedures. The Firm also has experience with the utilization of service auditor reports and the required documentation procedures when these reports are to be utilized as audit evidence.

Internal Audit. The Firm has experience working with internal audit departments and staff of large governmental entities, including statewide pension and OPEB plans. Although we do not intend to utilize internal audit staff to perform audit procedures, or utilize work performed by internal audit to reduce procedures performed during our audits, we will meet with internal audit to discuss the scope of work, internal audit plans, and issued reports. We may revise audit procedures accordingly to address any matters that may impact financial reporting; however as noted audit procedures will not be reduced based on work product of internal audit.

Other Governmental Experience. As noted in Attachment 2-A, HeinfeldMeech is actively involved in the governmental audit sector. This involvement has permitted the Firm to be engaged with both the GASB and AICPA during their due process for standards that impact pension and OPEB plans. The Firm has also been actively involved in the due process review of exposure drafts, commenting on standards during the due process, and reviewing both the pension and OPEB chapters of the AICPA Audit Guide.



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As demonstrated in our proposal, HeinfeldMeech is a firm experienced in auditing a range of governmental entities, which has provided our team with the opportunity to work with a variety of compliance and reporting requirements. In addition to working with the public employee retirement systems outlined in our response to Question 4, our relevant experience within the past five years has included assurance engagements for the following entities:

- New Mexico Self-Insurers' Fund
- City of Phoenix Health Care Benefits Trust
- City of Phoenix Long Term Disability Program
- Pima County Health Benefit Trust
- Maricopa Association of Governments
- Pima Association of Governments
- City of Tucson
- City of Tempe
- City of Scottsdale
- City of Chandler
- City of Peoria
- Town of Gilbert

14. While this proposal outlines many of our qualifications, we believe that the following attributes demonstrate the most important reasons that HeinfeldMeech should be selected as the ASRS's independent auditor.

- **Providing National Expertise on the Local Level.** While HeinfeldMeech is a local Arizona firm, we are also a recognized national leader in the governmental accounting industry. We are frequently called upon by industry organizations such as the American Institute of Certified Public Accountants, Arizona Society of Certified Public Accountants, Government Finance Officers Association and Association of Government Accountants to serve on committees or provide presentations at conferences. This extensive involvement means that our Arizona partners and managers stay up-to-date about recent and upcoming changes in accounting and auditing standards that will affect your organization.
- **Dedicated to Providing Best Practices.** We continually learn about our clients' operations and objectives, as well as the best ways to provide assistance on financial reporting and operational matters. The assigned engagement supervisors will be the primary contacts for any questions; however other senior members of the Firm are available to provide technical assistance if needed. Our commitment to assisting our governmental clients also led us to develop a series of trainings and an annual conference that addresses important accounting and management topics for local governments. If the ASRS requires more extensive assistance, our full-time consulting division provides a range of advisory services specifically designed to address the needs of governments.



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- **Governmental Audit Expertise.** Due to our extensive history performing governmental audits, HeinfeldMeech has the expertise required to perform this engagement. The Firm is also registered with the AICPA Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental and Uniform Guidance audits. Two HeinfeldMeech partners also participate in national AICPA committees, which helps ensure that we are in the forefront of changes to governmental reporting requirements and new audit methodology techniques.
- **Emphasis on Service Excellence.** Our success and growth has been dependent upon a superior level of client service from properly trained staff. To ensure that our teams are providing the best service possible, we ask for feedback at the end of each engagement, asking clients to rate their satisfaction. All evaluations are reviewed by the engagement partner and manager and any concerns are addressed immediately by either the engagement partner or our managing partner.



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- b) Answer questions 1 through 14 for the Lottery
1. Based upon our understanding of the Lottery's operations and accounting systems, we estimate the following number of hours will be required to complete the audit.

	Partner	Manager In-Charge	Staff	Total
Audit planning:				
Development of audit programs	5	5	10	20
Risk assessment & materiality	5	10	5	20
Preliminary analytical procedures	5	10	5	20
Documentation internal controls		5	10	15
Other planning procedures	5	5	5	15
Substantive audit procedures:				
Assets		10	10	20
Liabilities		10	10	20
Revenue	5	10	30	45
Expenses and transfers	5	10	30	45
Data analytic procedures		5	5	10
Tests of controls/compliance		5	20	25
Audit conclusion:				
Analytical procedures	5	5	5	15
Final review of audit programs	5	5		10
Review of financial statements	10	5		15
Other conclusion procedures	5	5	10	20
Administrative			15	15
TOTAL	55	105	155	425

2. See above response for estimated hours by experience level and number of hours to be assigned to each proposed segment of the engagement.
3. The Firm selects sample sizes derived from the entire population of transactions within the major transaction cycles, considering both quantitative and qualitative factors.

Statistical sampling will typically be utilized for larger, significant transaction classes such as benefit payments. Statistical sampling will be completed utilizing CaseWare IDEA Data Analysis Software. Nonstatistical haphazard or judgmental selections will be utilized for smaller populations that do not provide for the application of statistical sampling, or populations that have attribute testing considerations.

4. Not applicable to the audit of the Lottery. For information about HeinfeldMeech's relevant experience see Attachment 2-A, as well as question 13 below.



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5. HeinfeldMeech utilizes the following EDP software:

- Citrix server environment to ensure audit personnel have secured remote access to data throughout the engagement;
- CCH electronic audit programs and basic software applications including word processing and spreadsheets to achieve our documentation and reporting objectives;
- A secured client portal that meets industry standards will be used to receive data from and send information to the Lottery; and
- CaseWare IDEA Data Analysis software that will be utilized to audit large data volumes and perform sampling procedures.

In addition, a review and evaluation of Lottery information technology systems will be performed during the audit due to the integral nature and relationship to the financial reporting of the Lottery. Both general information technology (IT) controls and application controls will be assessed during the planning of the audit. The audit procedures that will be applied to Lottery IT systems will include:

- The determination of the effect of IT on the audit
- Understanding the IT controls
- Identification of IT risks

Systems tests for integrity, system security tests, use of computer assisted audit tools (CAATs), and/or the use of an IT specialist will be applied as deemed necessary to achieve the planned audit objectives.

These controls generally include policies, function access, application access and physical controls and back-up procedures.

Based on the results of our walkthroughs we may also apply additional audit programs to evaluate key system settings and configurations against leading security practices. Procedures may also be performed to test specific system reports for integrity through the use of computer assisted audit tools (CAATs).

6. As required by generally accepted auditing standards, analytical procedures are performed both in the planning and the final phases of the audit. The following are analytical methods and informational sources that may be used during the audit:

- Trend analysis:
 - Reporting transaction classes
 - Receivables and payables
 - Inventories
 - Compensated absences
 - Salaries and benefits
 - Depreciation



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- Reasonableness testing:
 - Current year activity to budget
 - Investment income
 - Salaries and benefits
 - Depreciation
 - Accrued payroll
- Ratio analysis:
 - Revenues and receivables
 - Inventories
 - Salaries and benefits
 - Year-end cutoff
 - Interest expense
 - Commissions expense
 - Inventories
- Other analytical procedures as deemed necessary

The use of analytical procedures will assist in identifying high risk areas as well as help us focus the audit test work on significant areas and accounts that require detailed testing. The use of the Lottery's internal reports will be used to perform the analytical procedures.

7. An understanding of the Lottery's financial operations, funding source requirements, transaction processing procedures and internal control structure will be achieved through inquiry, observation, and tests of transactions. Lottery personnel will complete a series of internal control questionnaires to assist in this process. We will also use other resources such as the Lottery's budget, organizational charts, policy and procedure manuals, internal audit plans and other management information systems.
8. The determination of which laws and regulations that will be subject to audit test work will be determined through a number inquiry and review procedures such as the following -
 - Inquiry with Lottery personnel, including finance staff.
 - Consideration of compliance requirements that have been identified in prior years' audits.
 - Review the relevant portions of any directly related agreements.
 - Review pertinent sections of laws and regulations, including State statutes.
 - Review the minutes of meetings of the governing body.
 - Inquiry of oversight organizations about applicable compliance requirements.
9. During the normal course of planning and performing the audit, the Firm will sample from the various operational areas. Our sampling approach will be based on the risk assessment and planning procedures completed during the planning phase of the audit. See also response to Question 3.
10. Not applicable to the audit of the Lottery.



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11. We do not expect that the audit approach will differ significantly in the second and subsequent years of the audit. The Firm will typically cycle audit procedures based on the results of the prior audit or identified areas of risk. However, the total transaction sampled and time commitment required by the Lottery will not change significantly throughout the audit contract unless there are substantial changes in the accounting processes by the Lottery. In addition, although there may be changes in the specific staff assigned to the audit, the experience and qualifications of the staff levels as submitted in the proposal will not differ significantly in the subsequent years of the audit.
12. Based upon known information provided by the Lottery during the proposal process, there appears to be only one potential audit problem in future fiscal years. Personnel changes or position vacancies in key financial or accounting positions can potentially create audit problems if the change or vacancy prevents audit requests from being completed in an accurate and timely manner.
13. As noted in our response to the Experience and Capacity Questionnaire (Attachment 2-A), HeinfeldMeech is a firm experienced in auditing a range of governmental entities, which has provided our team with the opportunity to work with a variety of compliance and reporting requirements. Our relevant experience within the past five years has included assurance engagements for the following entities:
 - Arizona Automobile Theft Authority
 - Public Safety Personnel Retirement System
 - City of Tucson
 - City of Tempe
 - City of Chandler
 - City of Peoria
 - Arizona Criminal Justice Commission (DEA account)
 - AHCCCS (Arizona Health Care Cost Containment System)
 - Arizona Department of Education (Child and Adult Care Food Program)
 - City of Scottsdale
 - Town of Gilbert
 - City of Goodyear
 - Maricopa Association of Governments
 - Pima Association of Governments
 - Tucson Supplemental Retirement System
 - Yuma County Intergovernmental Public Transportation Authority
 - Valley Metro Regional Public Transportation Authority
 - Mesa Unified School District
 - Gilbert Unified School District
 - Paradise Valley Unified School District



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14. While this proposal outlines many of our qualifications, we believe that the following attributes demonstrate the most important reasons that HeinfeldMeech should be selected as the Lottery's independent auditor.

- **Providing National Expertise on the Local Level.** While HeinfeldMeech is a local Arizona firm, we are also a recognized national leader in the governmental accounting industry. We are frequently called upon by industry organizations such as the American Institute of Certified Public Accountants, Arizona Society of Certified Public Accountants, Government Finance Officers Association and Association of Government Accountants to serve on committees or provide presentations at conferences. This extensive involvement means that our Arizona partners and managers stay up-to-date about recent and upcoming changes in accounting and auditing standards that will affect your organization.
- **Dedicated to Providing Best Practices.** We continually learn about our clients' operations and objectives, as well as the best ways to provide assistance on financial reporting and operational matters. The assigned engagement supervisors will be the primary contacts for any questions; however other senior members of the Firm are available to provide technical assistance if needed. Our commitment to assisting our governmental clients also led us to develop a series of trainings and an annual conference that addresses important accounting and management topics for local governments. If the Lottery requires more extensive assistance, our full-time consulting division provides a range of advisory services specifically designed to address the needs of governments.
- **Governmental Audit Expertise.** Due to our extensive history performing governmental audits, HeinfeldMeech has the expertise required to perform this engagement. The Firm is also registered with the AICPA Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental and Uniform Guidance audits. Two HeinfeldMeech partners also participate in national AICPA committees, which helps ensure that we are in the forefront of changes to governmental reporting requirements and new audit methodology techniques.
- **Emphasis on Service Excellence.** Our success and growth has been dependent upon a superior level of client service from properly trained staff. To ensure that our teams are providing the best service possible, we ask for feedback at the end of each engagement, asking clients to rate their satisfaction. All evaluations are reviewed by the engagement partner and manager and any concerns are addressed immediately by either the engagement partner or our managing partner.



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c) Answer questions 1 through 14 for the Arizona Department of Transportation (ADOT)

- Based upon our understanding of ADOT's operations and accounting systems, we estimate the following number of hours will be required to complete the audit.

	Partner	Manager	In-Charge/ Seniors	Staff	Total
Audit planning:					
Development of audit programs	5	10	10		25
Risk assessment & materiality	10	15	10	5	40
Preliminary analytical procedures	5	20	10	5	40
Documentation internal controls	5	5	30	20	60
Other planning procedures	5	5	5	5	20
Substantive audit procedures:					
Assets	15	30	75	50	170
Liabilities	15	30	70	40	155
Revenue	10	25	50	35	120
Expenses and transfers	10	25	50	35	120
Data analytic procedures	5	10	10	15	40
Tests of operational controls	5	10	45	90	150
Compliance procedures	5	25	90	80	200
Audit conclusion:					
Analytical procedures	10	10	5	5	30
Final review of audit programs	10	10	5		25
Review of financial statements	20	10			30
Other conclusion procedures	5	10	10	10	35
Administrative				15	15
TOTAL	140	250	475	410	1,275

- See above response for estimated hours by experience level and number of hours to be assigned to each proposed segment of the engagement.
- The Firm selects sample sizes derived from the entire population of transactions within the major transaction cycles, considering both quantitative and qualitative factors.

Statistical sampling will typically be utilized for larger, significant transaction classes such as benefit payments. Statistical sampling will be completed utilizing CaseWare IDEA Data Analysis Software. Nonstatistical haphazard or judgmental selections will be utilized for smaller populations that do not provide for the application of statistical sampling, or populations that have attribute testing considerations.

- Not applicable to the audit of ADOT. For information about HeinfeldMeech's relevant experience, see Attachment 2-A, as well as question 13 below.



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5. HeinfeldMeech utilizes the following EDP software:

- Citrix server environment to ensure audit personnel have secured remote access to data throughout the engagement;
- CCH electronic audit programs and basic software applications including word processing and spreadsheets to achieve our documentation and reporting objectives;
- A secured client portal that meets industry standards will be used to receive data from and send information to ADOT; and
- CaseWare IDEA Data Analysis software that will be utilized to audit large data volumes and perform sampling procedures.

In addition, a review and evaluation of ADOT information technology systems will be performed during the audit due to the integral nature and relationship to the financial reporting of ADOT. Both general information technology (IT) controls and application controls will be assessed during the planning of the audit. The audit procedures that will be applied to ADOT IT systems will include:

- The determination of the effect of IT on the audit
- Understanding the IT controls
- Identification of IT risks

Systems tests for integrity, system security tests, use of computer assisted audit tools (CAATs), and/or the use of an IT specialist will be applied as deemed necessary to achieve the planned audit objectives.

We will also perform procedures of the existing IT controls in order to assess their design and operating effectiveness in the context of supporting the data integrity of financial information. These controls generally include policies, function access, application access and physical controls and back-up procedures.

Based on the results of our walkthroughs we may also apply additional audit programs to evaluate key system settings and configurations against leading security practices. Procedures may also be performed to test specific system reports for integrity through the use of computer assisted audit tools (CAATs).

Application of Data Analytics. The Firm utilizes CaseWare IDEA software, which is a comprehensive, powerful tool that allows for faster and more effective auditing techniques over various audit areas. The use of data analytics will allow for audit procedures to be focused on those items which appear to be anomalies as identified through this analysis. In some instances, the use of data analytics will allow for the testing of complete sets of data rather than the sampling of a limited number of transactions.



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Data analytics procedures applied in the audit may include:

- Analyzing month-to-month and year-to-year audit data to identify trends and anomalies
- Examining all weekend, holiday and off hour general ledger activity
- Technology controls checks by comparing established user roles with user activity
- Applying Benford's Law to examine frequency distribution of transactions
- Identifying fluctuations and anomalies in bank/investment account reconciliations
- Using "fuzzy logic" to identify addresses shared by employees and vendors
- Identifying and examining anomalies in payroll-related transactions

Additional audit requests for data analytic procedures may include, but are not limited to, the following data files:

- Detail payroll data file
- Adjusting journal entries
- Employee maintenance files
- Vendor maintenance files
- Invoice processing file
- Banking and credit card reports

Data Analyst Position. HeinfeldMeech is committed to investing in the advances of auditing methodologies and have prioritized the use of technology-enabled data analytics. In order to most effectively achieve this objective, the Firm's staff includes a full-time data analyst who holds a Master of Science in Business Analytics with advanced education in applied analytics and predictive modeling.

In addition to the expertise of our highly qualified audit team members, our Data Analyst can assist the auditors in performing the data analytics audit procedures described above. The Data Analyst's involvement on our audit engagements may include:

- Supporting the engagement team in designing and implementing procedures for testing
- Conducting univariate and multivariate analyses on detailed transactions reports
- Conducting advanced analytical test work on client data to support substantive testing (e.g. correlation analysis, reasonableness testing, regression analysis, trend analysis).
- Identifying anomalies in current year financial statements through comparisons of historical client data
- Developing ad hoc tests for specific client needs
- Preparing visualizations to illustrate the results of test work and enhance reports provided to clients



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6. As required by generally accepted auditing standards, analytical procedures are performed both in the planning and the final phases of the audit. The following are analytical methods and informational sources that may be used during the audit:

- Trend analysis:
 - Reporting transaction classes
 - Receivables and payables
 - Inventories
 - Compensated absences
 - Salaries and benefits
 - Depreciation
- Reasonableness testing:
 - Current year activity to budget
 - Investment income
 - Salaries and benefits
 - Depreciation
 - Debt accounts
 - Accrued payroll
- Ratio analysis:
 - Revenues and receivables
 - Salaries and benefits
 - Year-end cutoff
 - Interest expense
 - Debt accounts
 - Inventories
- Other analytical procedures as deemed necessary

The use of analytical procedures will assist in identifying high risk areas as well as help us focus the audit test work on significant areas and accounts that require detailed testing. The use of ADOT internal reports will be used to perform the analytical procedures.

7. An understanding of ADOT's financial operations, funding source requirements, transaction processing procedures and internal control structure will be achieved through inquiry, observation, and tests of transactions. ADOT personnel will be required to complete a series of internal control questionnaires to assist in this process. We will also use additional ADOT resources such as ADOT's budget, organizational charts, policy and procedure manuals, internal audit plans and other management information systems.



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8. The determination of which laws and regulations that will be subject to audit test work will be determined through a number inquiry and review procedures such as the following -
 - Inquiry with ADOT personnel, including finance staff and grant administrators.
 - Consideration of compliance requirements that have been identified in prior years' audits.
 - Review the relevant portions of any directly related agreements, such as those related to grants and debt agreements.
 - Review pertinent sections of laws and regulations, including State statutes.
 - Review the minutes of meetings of the governing body.
 - Inquiry of oversight organizations about applicable compliance requirements.
9. During the normal course of planning and performing the audit, the Firm will sample from the various operational areas. Our sampling approach will be based on the risk assessment and planning procedures completed during the planning phase of the audit. See also response to Question 3.
10. Not applicable to the audit of ADOT.
11. We do not expect that the audit approach will differ significantly in the second and subsequent years of the audit. The Firm will typically cycle audit procedures based on the results of the prior audit or identified areas of risk. However, the total transaction sampled and time commitment required by ADOT will not change significantly throughout the audit contract unless there are substantial changes in the accounting processes by ADOT. In addition, although there may be changes in the specific staff assigned to the audit, the experience and qualifications of the staff levels as submitted in the proposal will not differ significantly in the subsequent years of the audit.
12. Based upon known information known about ADOT, the only potential audit problems in future fiscal years could be due to potential personnel changes or position vacancies in key financial or accounting positions. Such changes could potentially create audit problems if the change or vacancy prevents audit requests from being completed in an accurate and timely manner.
13. As noted in our response to the Experience and Capacity Questionnaire (Attachment 2-A), HeinfeldMeech is also experienced in auditing a range of governmental entities, which has afforded our team the opportunity to work with a variety of compliance and reporting requirements. HeinfeldMeech was engaged to complete auditing services of ADOT for the fiscal years ended June 30, 2010 through 2012.



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In addition, our relevant experience within the past five years has also included assurance engagements for the following entities:

- Valley Metro Rail
- Valley Metro Regional Public Transportation Authority
- Regional Transportation Authority of Pima County
- Yuma County Intergovernmental Public Transportation Authority
- Arizona Automobile Theft Authority
- Chaves County
- City of Tucson
- City of Tempe
- City of Scottsdale
- City of Chandler
- City of Peoria
- Town of Gilbert
- Maricopa Association of Governments
- Northern Arizona Council of Governments
- Pima Association of Governments
- City of Goodyear
- City of Maricopa
- Town of Fountain Hills
- City of Yuma
- City of San Luis
- Arizona Municipal Water Users Association
- Multicity Subregional Operating Group
- Public Safety Personnel Retirement System



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14. While this proposal outlines many of our qualifications, we believe that the following attributes demonstrate the most important reasons that HeinfeldMeech should be selected as ADOT's independent auditor.

- **Providing National Expertise on the Local Level.** While HeinfeldMeech is a local Arizona firm, we are also a recognized national leader in the governmental accounting industry. We are frequently called upon by industry organizations such as the American Institute of Certified Public Accountants, Arizona Society of Certified Public Accountants, Government Finance Officers Association and Association of Government Accountants to serve on committees or provide presentations at conferences. This extensive involvement means that our Arizona partners and managers stay up-to-date about recent and upcoming changes in accounting and auditing standards that will affect your organization.
- **Dedicated to Providing Best Practices.** We continually learn about our clients' operations and objectives, as well as the best ways to provide assistance on financial reporting and operational matters. The assigned engagement supervisors will be the primary contacts for any questions; however other senior members of the Firm are available to provide technical assistance if needed. Our commitment to assisting our governmental clients also led us to develop a series of trainings and an annual conference that addresses important accounting and management topics for local governments. If ADOT requires more extensive assistance, our full-time consulting division provides a range of advisory services specifically designed to address the needs of governments.
- **Governmental Audit Expertise.** Due to our extensive history performing governmental audits, HeinfeldMeech has the expertise required to perform this engagement. The Firm is also registered with the AICPA Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental and Uniform Guidance audits. Two HeinfeldMeech partners also participate in national AICPA committees, which helps ensure that we are in the forefront of changes to governmental reporting requirements and new audit methodology techniques.
- **Emphasis on Service Excellence.** Our success and growth has been dependent upon a superior level of client service from properly trained staff. To ensure that our teams are providing the best service possible, we ask for feedback at the end of each engagement, asking clients to rate their satisfaction. All evaluations are reviewed by the engagement partner and manager and any concerns are addressed immediately by either the engagement partner or our managing partner.



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d Answer questions 1 through 14 for the Water Infrastructure & Finance Authority (WIFA)

1. Based upon our understanding of WIFA's operations and accounting systems, we estimate the following number of hours will be required to complete the audit.

	Partner	Manager	In-Charge	Staff	Total
Audit planning	5	10	20	10	45
Substantive audit procedures:					
Assets	5	10	20	5	40
Liabilities	5	10	20	5	40
Revenue		10	15	5	30
Expenses		5	15	5	25
Data analytic procedures		5	5		10
Tests of controls/compliance			5	20	25
Audit conclusion	15	10	15	5	
Administrative				5	5
TOTAL	30	60	115	60	265

2. See above response for estimated hours by experience level and number of hours to be assigned to each proposed segment of the engagement.
3. The Firm selects sample sizes derived from the entire population of transactions within the major transaction cycles, considering both quantitative and qualitative factors.

Statistical sampling will typically be utilized for larger, significant transaction classes such as benefit payments. Statistical sampling will be completed utilizing CaseWare IDEA Data Analysis Software. Nonstatistical haphazard or judgmental selections will be utilized for smaller populations that do not provide for the application of statistical sampling, or populations that have attribute testing considerations.

4. Not applicable to the audit of WIFA. For information about HeinfeldMeech's relevant experience, see Attachment 2-A, as well as question 13 below.
5. HeinfeldMeech utilizes the following EDP software:
- Citrix server environment to ensure audit personnel have secured remote access to data throughout the engagement;
 - CCH electronic audit programs and basic software applications including word processing and spreadsheets to achieve our documentation and reporting objectives;
 - A secured client portal that meets industry standards will be used to receive data from and send information to WIFA; and
 - CaseWare IDEA Data Analysis software that will be utilized to audit large data volumes and perform sampling procedures.



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In addition, a review and evaluation of WIFA information technology systems will be performed during the audit due to the integral nature and relationship to the financial reporting of the WIFA. Both general information technology (IT) controls and application controls will be assessed during the planning of the audit. The audit procedures that will be applied to WIFA IT systems will include:

- The determination of the effect of IT on the audit
- Understanding the IT controls
- Identification of IT risks

Systems tests for integrity, system security tests, use of computer assisted audit tools (CAATs), and/or the use of an IT specialist will be applied as deemed necessary to achieve the planned audit objectives.

We will also perform procedures of the existing IT controls in order to assess their design and operating effectiveness in the context of supporting the data integrity of financial information. These controls generally include policies, function access, application access and physical controls and back-up procedures.

Based on the results of our walkthroughs we may also apply additional audit programs to evaluate key system settings and configurations against leading security practices. Procedures may also be performed to test specific system reports for integrity through the use of computer assisted audit tools (CAATs).

Application of Data Analytics. The Firm utilizes CaseWare IDEA software, which is a comprehensive, powerful tool that allows for faster and more effective auditing techniques over various audit areas. The use of data analytics will allow for audit procedures to be focused on those items which appear to be anomalies as identified through this analysis. In some instances, the use of data analytics will allow for the testing of complete sets of data rather than the sampling of a limited number of transactions.

Data analytics procedures applied in the audit may include:

- Analyzing month-to-month and year-to-year audit data to identify trends and anomalies
- Examining all weekend, holiday and off hour general ledger activity
- Technology controls checks by comparing established user roles with user activity
- Applying Benford's Law to examine frequency distribution of transactions
- Identifying fluctuations and anomalies in bank/investment account reconciliations
- Using "fuzzy logic" to identify addresses shared by employees and vendors
- Identifying and examining anomalies in payroll-related transactions



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Additional audit requests for data analytic procedures may include, but are not limited to, the following data files:

- Detail payroll data file
- Adjusting journal entries
- Employee maintenance files
- Vendor maintenance files
- Invoice processing file
- Banking and credit card reports

Data Analyst Position. HeinfeldMeech is committed to investing in the advances of auditing methodologies and have prioritized the use of technology-enabled data analytics. In order to most effectively achieve this objective, the Firm's staff includes a full-time data analyst who holds a Master of Science in Business Analytics with advanced education in applied analytics and predictive modeling.

In addition to the expertise of our highly qualified audit team members, our Data Analyst can assist the auditors in performing the data analytics audit procedures described above. The Data Analyst's involvement on our audit engagements may include:

- Supporting the engagement team in designing and implementing procedures for testing
- Conducting univariate and multivariate analyses on detailed transactions reports
- Conducting advanced analytical test work on client data to support substantive testing (e.g. correlation analysis, reasonableness testing, regression analysis, trend analysis).
- Identifying anomalies in current year financial statements through comparisons of historical client data
- Developing ad hoc tests for specific client needs
- Preparing visualizations to illustrate the results of test work and enhance reports provided to clients

6. As required by generally accepted auditing standards, analytical procedures are performed both in the planning and the final phases of the audit. The following are analytical methods and informational sources that may be used during the audit:

- Trend analysis:
 - Reporting transaction classes
 - Receivables and payables
 - Inventories
 - Compensated absences
 - Salaries and benefits
 - Depreciation



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- Reasonableness testing:
 - Current year activity to budget
 - Investment income
 - Salaries and benefits
 - Depreciation
 - Debt accounts
 - Accrued payroll
- Ratio analysis:
 - Revenues and receivables
 - Salaries and benefits
 - Year-end cutoff
 - Interest expense
 - Inventories
- Other analytical procedures as deemed necessary

The use of analytical procedures will assist in identifying high risk areas as well as help us focus the audit test work on significant areas and accounts that require detailed testing. The use of WIFA internal reports will be used to perform the analytical procedures.

7. An understanding of WIFA's financial operations, funding source requirements, transaction processing procedures and internal control structure will be achieved through inquiry, observation, and tests of transactions. WIFA personnel will be required to complete a series of internal control questionnaires to assist in this process. We will also use additional WIFA resources such as WIFA's budget, organizational charts, policy and procedure manuals, internal audit plans and other management information systems.
8. The determination of which laws and regulations that will be subject to audit test work will be determined through a number inquiry and review procedures such as the following -
 - Inquiry with WIFA personnel, including finance staff.
 - Consideration of compliance requirements that have been identified in prior years' audits.
 - Review the relevant portions of any directly related agreements.
 - Review pertinent sections of laws and regulations, including State statutes.
 - Review the minutes of meetings of the governing body.
 - Inquiry of oversight organizations about applicable compliance requirements.
9. During the normal course of planning and performing the audit, the Firm will sample from the various operational areas. Our sampling approach will be based on the risk assessment and planning procedures completed during the planning phase of the audit. See also response to Question 3.
10. Not applicable to the audit of WIFA.



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11. We do not expect that the audit approach will differ significantly in the second and subsequent years of the audit. The Firm will typically cycle audit procedures based on the results of the prior audit or identified areas of risk. However, the total transaction sampled and time commitment required by WIFA will not change significantly throughout the audit contract unless there are substantial changes in the accounting processes by WIFA. In addition, although there may be changes in the specific staff assigned to the audit, the experience and qualifications of the staff levels as submitted in the proposal will not differ significantly in the subsequent years of the audit.
12. Based upon information currently known about WIFA, the only potential audit problems in future fiscal years could be due to potential personnel changes or position vacancies in key financial or accounting positions. Such changes could potentially create audit problems if the change or vacancy prevents audit requests from being completed in an accurate and timely manner.
13. As noted in our response to the Experience and Capacity Questionnaire (Attachment 2-A), HeinfeldMeech is a firm experienced in auditing a range of governmental entities, which has provided our team with the opportunity to work with a variety of compliance and reporting requirements. Our relevant experience within the past five years has included assurance engagements for the following entities:
 - Arizona Municipal Water Users Association
 - Multicity Subregional Operating Group
 - Yuma County Intergovernmental Public Transportation Authority
 - Valley Metro Rail
 - Valley Metro Regional Public Transportation Authority
 - Regional Transportation Authority of Pima County
 - City of Tucson
 - City of Tempe
 - City of Scottsdale
 - City of Chandler
 - City of Peoria
 - Town of Gilbert
 - City of Goodyear
 - City of Maricopa
 - Maricopa Association of Governments
 - Pima Association of Governments
 - Public Safety Personnel Retirement System



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14. While this proposal outlines many of our qualifications, we believe that the following attributes demonstrate the most important reasons that HeinfeldMeech should be selected as WIFA's independent auditor.

- **Providing National Expertise on the Local Level.** While HeinfeldMeech is a local Arizona firm, we are also a recognized national leader in the governmental accounting industry. We are frequently called upon by industry organizations such as the American Institute of Certified Public Accountants, Arizona Society of Certified Public Accountants, Government Finance Officers Association and Association of Government Accountants to serve on committees or provide presentations at conferences. This extensive involvement means that our Arizona partners and managers stay up-to-date about recent and upcoming changes in accounting and auditing standards that will affect your organization.
- **Dedicated to Providing Best Practices.** We continually learn about our clients' operations and objectives, as well as the best ways to provide assistance on financial reporting and operational matters. The assigned engagement supervisors will be the primary contacts for any questions; however other senior members of the Firm are available to provide technical assistance if needed. Our commitment to assisting our governmental clients also led us to develop a series of trainings and an annual conference that addresses important accounting and management topics for local governments. If WIFA requires more extensive assistance, our full-time consulting division provides a range of advisory services specifically designed to address the needs of governments.
- **Governmental Audit Expertise.** Due to our extensive history performing governmental audits, HeinfeldMeech has the expertise required to perform this engagement. The Firm is also registered with the AICPA Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental and Uniform Guidance audits. Two HeinfeldMeech partners also participate in national AICPA committees, which helps ensure that we are in the forefront of changes to governmental reporting requirements and new audit methodology techniques.
- **Emphasis on Service Excellence.** Our success and growth has been dependent upon a superior level of client service from properly trained staff. To ensure that our teams are providing the best service possible, we ask for feedback at the end of each engagement, asking clients to rate their satisfaction. All evaluations are reviewed by the engagement partner and manager and any concerns are addressed immediately by either the engagement partner or our managing partner.

- g) Answer questions 1 through 14 for the Citizens Clean Elections Commission (CCEC)



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h) Answer questions 1 through 14 for the Arizona Auto Theft Authority (AATA)

1. Based upon our understanding of AATA operations and accounting systems, we estimate the following number of hours will be required to complete the audit.

	Partner	In-Charge	Staff	Admin	Total
Audit planning	3	4			7
Substantive audit procedures:					
Assets	1	2	2		5
Liabilities	1	2	2		5
Revenue	1	2	2		5
Expenses	1	2	2		5
Data analytic procedures		3			3
Tests of operational controls		5	10		15
Audit conclusion	3	10	2		15
Administrative				5	5
TOTAL	10	30	20	5	65

2. See above response for estimated hours by experience level and number of hours to be assigned to each proposed segment of the engagement.
3. The Firm selects sample sizes derived from the entire population of transactions within the major transaction cycles, considering both quantitative and qualitative factors. Statistical sampling will typically be utilized for larger, significant transaction classes such as benefit payments. Statistical sampling will be completed utilizing CaseWare IDEA Data Analysis Software. Nonstatistical haphazard or judgmental selections will be utilized for smaller populations that do not provide for the application of statistical sampling, or populations that have attribute testing considerations.
4. Not applicable to the audit of AATA. For information about HeinfeldMeech's relevant experience, see Attachment 2-A, as well as question 13 below.
5. HeinfeldMeech utilizes the following EDP software:
- Citrix server environment to ensure audit personnel have secured remote access to data throughout the engagement;
 - CCH electronic audit programs and basic software applications including word processing and spreadsheets to achieve our documentation and reporting objectives;
 - A secured client portal that meets industry standards will be used to receive data from and send information to the AATA; and
 - CaseWare IDEA Data Analysis software that will be utilized to audit large data volumes and perform sampling procedures.



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In addition, a review and evaluation of AATA information technology systems will be performed during the audit due to the integral nature and relationship to the financial reporting of the AATA. Both general information technology (IT) controls and application controls will be assessed during the planning of the audit. The audit procedures that will be applied to AATA IT systems will include:

- The determination of the effect of IT on the audit
- Understanding the IT controls
- Identification of IT risks

Systems tests for integrity, system security tests, use of computer assisted audit tools (CAATs), and/or the use of an IT specialist will be applied as deemed necessary to achieve the planned audit objectives.

We will also perform procedures of the existing IT controls in order to assess their design and operating effectiveness in the context of supporting the data integrity of financial information. These controls generally include policies, function access, application access and physical controls and back-up procedures.

Based on the results of our walkthroughs we may also apply additional audit programs to evaluate key system settings and configurations against leading security practices. Procedures may also be performed to test specific system reports for integrity through the use of computer assisted audit tools (CAATs).

Application of Data Analytics. The Firm utilizes CaseWare IDEA software, which is a comprehensive, powerful tool that allows for faster and more effective auditing techniques over various audit areas. The use of data analytics will allow for audit procedures to be focused on those items which appear to be anomalies as identified through this analysis. In some instances, the use of data analytics will allow for the testing of complete sets of data rather than the sampling of a limited number of transactions.

Data analytics procedures applied in the audit may include:

- Analyzing month-to-month and year-to-year audit data to identify trends and anomalies
- Examining all weekend, holiday and off hour general ledger activity
- Technology controls checks by comparing established user roles with user activity
- Applying Benford's Law to examine frequency distribution of transactions
- Identifying fluctuations and anomalies in bank/investment account reconciliations
- Using "fuzzy logic" to identify addresses shared by employees and vendors
- Identifying and examining anomalies in payroll-related transactions



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Additional audit requests for data analytic procedures may include, but are not limited to, the following data files:

- Detail payroll data file
- Adjusting journal entries
- Employee maintenance files
- Vendor maintenance files
- Invoice processing file
- Banking and credit card reports

Data Analyst Position. HeinfeldMeech is committed to investing in the advances of auditing methodologies and have prioritized the use of technology-enabled data analytics. In order to most effectively achieve this objective, the Firm's staff includes a full-time data analyst who holds a Master of Science in Business Analytics with advanced education in applied analytics and predictive modeling.

In addition to the expertise of our highly qualified audit team members, our Data Analyst can assist the auditors in performing the data analytics audit procedures described above. The Data Analyst's involvement on our audit engagements may include:

- Supporting the engagement team in designing and implementing procedures for testing
- Conducting univariate and multivariate analyses on detailed transactions reports
- Conducting advanced analytical test work on client data to support substantive testing (e.g. correlation analysis, reasonableness testing, regression analysis, trend analysis).
- Identifying anomalies in current year financial statements through comparisons of historical client data
- Developing ad hoc tests for specific client needs
- Preparing visualizations to illustrate the results of test work and enhance reports provided to clients

7. As required by generally accepted auditing standards, analytical procedures are performed both in the planning and the final phases of the audit. The following are analytical methods and informational sources that may be used during the audit:

- Trend analysis:
 - Reporting transaction classes
 - Receivables and payables
 - Inventories
 - Compensated absences
 - Salaries and benefits
 - Depreciation



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 - Investment income
 - Salaries and benefits
 - Depreciation
 - Accrued payroll
- Ratio analysis:
 - Revenues and receivables
 - Salaries and benefits
 - Year-end cutoff
 - Interest expense
 - Inventories
- Other analytical procedures as deemed necessary

The use of analytical procedures will assist in identifying high risk areas as well as help us focus the audit test work on significant areas and accounts that require detailed testing. The use of the AATA's internal reports will be used to perform the analytical procedures.

6. An understanding of AATA's financial operations, funding source requirements, transaction processing procedures and internal control structure will be achieved through inquiry, observation, and tests of transactions. AATA personnel will be required to complete a series of internal control questionnaires to assist in this process. We will also use additional AATA resources such as AATA's budget, organizational charts, policy and procedure manuals, internal audit plans and other management information systems.
7. The determination of which laws and regulations that will be subject to audit test work will be determined through a number inquiry and review procedures such as the following -
 - Inquiry with AATA personnel, including finance staff.
 - Consideration of compliance requirements that have been identified in prior years' audits.
 - Review the relevant portions of any directly related agreements.
 - Review pertinent sections of laws and regulations, including State statutes.
 - Review the minutes of meetings of the governing body.
 - Inquiry of oversight organizations about applicable compliance requirements.



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9. During the normal course of planning and performing the audit, the Firm will sample from the various operational areas. Our sampling approach will be based on the risk assessment and planning procedures completed during the planning phase of the audit. See also response to Question 3.
10. Not applicable to the audit of AATA.
11. We do not expect that the audit approach will differ significantly in the second and subsequent years of the audit. The Firm will typically cycle audit procedures based on the results of the prior audit or identified areas of risk. However, the total transaction sampled and time commitment required by AATA will not change significantly throughout the audit contract unless there are substantial changes in the accounting processes by AATA. In addition, although there may be changes in the specific staff assigned to the audit, the experience and qualifications of the staff levels as submitted in the proposal will not differ significantly in the subsequent years of the audit.
12. Based on our knowledge of the AATA, the only known potential problem could be due to unforeseen personnel changes or position vacancies in key financial or accounting positions (if the change or vacancy prevents audit requests from being completed in an accurate and timely manner).
13. As noted in our response to the Experience and Capacity Questionnaire (Attachment 2-A), HeinfeldMeech is a firm experienced in auditing a range of governmental entities which has provided our team with the opportunity to work with a variety of compliance and reporting requirements. In addition our experience performing the audits of the AATA, our other relevant experience within the past five years has included assurance engagements for the following:
 - Arizona Criminal Justice Commission (DEA account)
 - Arizona Department of Education (Child and Adult Care Food Program)
 - AHCCCS (Arizona Health Care Cost Containment System)
 - City of Tucson
 - City of Tempe
 - City of Scottsdale
 - City of Chandler
 - City of Peoria
 - Town of Gilbert
 - City of Goodyear
 - Maricopa Association of Governments
 - Public Safety Personnel Retirement System
 - Regional Transportation Authority of Pima County
 - Yuma County Intergovernmental Public Transportation Authority
 - Valley Metro Regional Public Transportation Authority
 - Arizona Municipal Water Users Association
 - Multicity Subregional Operating Group



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14. While this proposal outlines many of our qualifications, we believe that the following attributes demonstrate the most important reasons that HeinfeldMeech should be selected as the AATA's independent auditor.
- **Providing National Expertise on the Local Level.** While HeinfeldMeech is a local Arizona firm, we are also a recognized national leader in the governmental accounting industry. We are frequently called upon by industry organizations such as the American Institute of Certified Public Accountants, Arizona Society of Certified Public Accountants, Government Finance Officers Association and Association of Government Accountants to serve on committees or provide presentations at conferences. This extensive involvement means that our Arizona partners and managers stay up-to-date about recent and upcoming changes in accounting and auditing standards that will affect your organization.
 - **Dedicated to Providing Best Practices.** We continually learn about our clients' operations and objectives, as well as the best ways to provide assistance on financial reporting and operational matters. The assigned engagement supervisors will be the primary contacts for any questions; however other senior members of the Firm are available to provide technical assistance if needed. Our commitment to assisting our governmental clients also led us to develop a series of trainings and an annual conference that addresses important accounting and management topics for local governments. If the AATA requires more extensive assistance, our full-time consulting division provides a range of advisory services specifically designed to address the needs of governments.
 - **Governmental Audit Expertise.** Due to our extensive history performing governmental audits, HeinfeldMeech has the expertise required to perform this engagement. The Firm is also registered with the AICPA Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental and Uniform Guidance audits. Two HeinfeldMeech partners also participate in national AICPA committees, which helps ensure that we are in the forefront of changes to governmental reporting requirements and new audit methodology techniques.
 - **Emphasis on Service Excellence.** Our success and growth has been dependent upon a superior level of client service from properly trained staff. To ensure that our teams are providing the best service possible, we ask for feedback at the end of each engagement, asking clients to rate their satisfaction. All evaluations are reviewed by the engagement partner and manager and any concerns are addressed immediately by either the engagement partner or our managing partner.
- i) Answer questions 1 through 14 for the Arizona Health Care Cost Containment System (AHCCCS)



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- j) Answer questions 1 through 14 for the Arizona Department of Education (AZDE)
1. The expected budget cannot be determined according to the scope of work provided in the RFP.
 2. The number of hours to be assigned to each proposed segment of the engagement cannot be determined according to the scope of work provided in the proposal. See Attachment 3-B for descriptions of key personnel qualifications and experience.
 3. Not applicable according to the scope of work provided in the proposal. See Attachment 3-A Supplement (#1 of 1) for information on the Firm's audit process for this engagement.
 4. Not applicable to these projects for the Department of Education. For information about the Firm's relevant experience, see Attachment 2-A, as well as question 13 below.
 5. Not applicable according to the scope of work provided in the proposal. See Attachment 3-A Supplement (#1 of 1) for information on the Firm's audit process for this engagement.
 6. Not applicable according to the scope of work provided in the proposal. See Attachment 3-A Supplement (#1 of 1) for information on the Firm's audit process for this engagement.
 7. Not applicable according to the scope of work provided in the proposal. See Attachment 3-A Supplement (#1 of 1) for information on the Firm's audit process for this engagement.
 8. Not applicable according to the scope of work provided in the proposal. See Attachment 3-A Supplement (#1 of 1) for information on the Firm's audit process for this engagement.
 9. Not applicable according to the scope of work provided in the proposal. See Attachment 3-A Supplement (#1 of 1) for information on the Firm's audit process for this engagement.
 10. Not applicable to these engagements for the AZDE.
 11. The engagement approach will not differ significantly for any Sponsor Organizations in subsequent years unless changes are made to the Independent Auditor Guide provided by the AZDE. In addition, although there may be changes in the specific staff assigned to the audit, the experience and qualifications of the staff levels as submitted in the proposal will not differ significantly in subsequent years.
 12. Based upon our past experience with these engagements and information provided in the RFP, there are no known potential problems.



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13. HeinfeldMeech has been engaged by the Arizona Department of Education to provide program-specific audits and site audits for the Child and Adult Care Food Program since 1999. We have conducted engagements for AZDE regarding the following Sponsor Organizations within the past five years:

- Amigo Preschool, Inc.
- The Apple Tree Learning Centers, LLC
- Baban & Clemons, LLC
- BJ Enterprises
- Brighter Angels
- Cadence Education, Inc.
- Cari Terri, Inc.
- CLA Laveen, LLC
- Corral Enterprises, LLC
- Cactus Prescott III, LLC
- D & J Educational Business, Inc.
- Della, Inc.
- Discovery Learning Center, Inc.
- First Steps, LLC
- Happy Trails, Inc.
- JAMA
- Jardin de Ninos Childcare, Inc.
- JBT, Inc.
- Just Like Home Daycare and Preschool
- Kid City, LLC
- The Kingman Gingerbread House, LLC
- Kidzco Two, LLC
- Leapin' Lizards Learnin' Center, PLLC
- Little Castle Childcare and Preschool, LLC
- Little Scooters Preschool, LLC
- London Bridge Daycare, Inc.
- Lynnhaven Church of God Prophecy, Inc.
- Magical Star Preschool, Inc.
- Mano Amiga
- Mid-State Child Care and Nutrition
- My Little Angels Daycare Centers, Inc.
- Nanny's Daycare Preschool, Inc.
- New Discoveries Preschool, LLC
- Nutrition and Health Education Resources



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- Our Home, Inc.
- Out of This World Christian Childcare
- Primavera Early Education Center, LLC
- R and M Ventures, LLC
- Ready Set Grow Casa Grande, LLC
- Stepping Stones Childcare, LLC
- Safe Harbor Investment Properties, LLC
- Today's Tomorrow Learning Center, LLC
- Wonder Kidz Preschool, LLC

In addition to the above engagements, we have extensive experience performing agreed-upon procedures (AUPs) for numerous governmental entities, including engagements for the following clients within the past five years:

- Arizona Department of Veterans' Services
- Arizona Health Care Cost Containment System
- Valley Metro RPTA
- Maricopa Association of Governments
- City of Tempe
- City of Eloy
- City of Chandler
- City of Peoria
- City of Surprise
- City of Tucson
- City of Flagstaff
- City of Casa Grande
- City of Maricopa
- Town of Prescott Valley
- Town of Gilbert

14. While this proposal outlines many of our qualifications, we believe that the following attributes demonstrate the most important reasons that HeinfeldMeech should be selected for this engagement.

- **Providing National Expertise on the Local Level.** While HeinfeldMeech is a local Arizona firm, we are also a recognized national leader in the governmental accounting industry. We are frequently called upon by industry organizations such as the American Institute of Certified Public Accountants, Arizona Society of Certified Public Accountants, Government Finance Officers Association and Association of Government Accountants to serve on committees or provide presentations at conferences. This extensive involvement means that our Arizona partners and managers stay up-to-date about recent and upcoming changes in accounting and auditing standards that will affect your organization.



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- **Dedicated to Providing Best Practices.** We continually learn about our clients' operations and objectives, as well as the best ways to provide assistance on financial reporting and operational matters. The assigned engagement supervisors will be the primary contacts for any questions; however other senior members of the Firm are available to provide technical assistance if needed. Our commitment to assisting our governmental clients also led us to develop a series of trainings and an annual conference that addresses important accounting and management topics for local governments. If the AZDE requires more extensive assistance, our full-time consulting division provides a range of advisory services specifically designed to address the needs of governments.
- **Governmental Audit Expertise.** Due to our extensive history performing governmental audits, HeinfeldMeech has the expertise required to perform this engagement. The Firm is also registered with the AICPA Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental and Uniform Guidance audits. Two HeinfeldMeech partners also participate in national AICPA committees, which helps ensure that we are in the forefront of changes to governmental reporting requirements and new audit methodology techniques.
- **Emphasis on Service Excellence.** Our success and growth has been dependent upon a superior level of client service from properly trained staff. To ensure that our teams are providing the best service possible, we ask for feedback at the end of each engagement, asking clients to rate their satisfaction. All evaluations are reviewed by the engagement partner and manager and any concerns are addressed immediately by either the engagement partner or our managing partner.



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k) Answer questions 1 through 14 for All Other Eligible Users of Contract

1. The expected budget will be determined according to the size and audit requirements of the entity.
2. The number of hours to be assigned to each proposed segment of the engagement will be determined according to the size and audit requirements of the Eligible User of Contract (Entity). See Attachment 3-B for descriptions of key personnel qualifications and experience. Other staff members with similar qualifications may be used according to the type and size of the engagement.
3. The Firm selects sample sizes derived from the entire population of transactions within the major transaction cycles, considering both quantitative and qualitative factors.

Statistical sampling will typically be utilized for larger, significant transaction classes such as benefit payments. Statistical sampling will be completed utilizing CaseWare IDEA Data Analysis Software. Nonstatistical haphazard or judgmental selections will be utilized for smaller populations that do not provide for the application of statistical sampling, or populations that have attribute testing considerations.

4. Information about HeinfeldMeech's relevant experience will be provided to each entity upon request. For general information about HeinfeldMeech's experience, see Attachment 2-A, as well as question 13 below.
5. HeinfeldMeech utilizes the following EDP software:
 - Citrix server environment to ensure audit personnel have secured remote access to data throughout the engagement;
 - CCH electronic audit programs and basic software applications including word processing and spreadsheets to achieve our documentation and reporting objectives;
 - A secured client portal that meets industry standards will be used to receive data from and send information to the Entity; and
 - CaseWare IDEA Data Analysis software that will be utilized to audit large data volumes and perform sampling procedures.

In addition, a review and evaluation of Entity information technology systems will be performed during the audit due to the integral nature and relationship to the financial reporting of the Entity. Both general information technology (IT) controls and application controls will be assessed during the planning of the audit. The audit procedures that will be applied to Entity IT systems will include:

- The determination of the effect of IT on the audit
- Understanding the IT controls
- Identification of IT risks



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Systems tests for integrity, system security tests, use of computer assisted audit tools (CAATs), and/or the use of an IT specialist will be applied as deemed necessary to achieve the planned audit objectives.

We will also perform procedures of the existing IT controls in order to assess their design and operating effectiveness in the context of supporting the data integrity of financial information. These controls generally include policies, function access, application access and physical controls and back-up procedures.

Based on the results of our walkthroughs we may also apply additional audit programs to evaluate key system settings and configurations against leading security practices. Procedures may also be performed to test specific system reports for integrity through the use of computer assisted audit tools (CAATs).

Application of Data Analytics. The Firm utilizes CaseWare IDEA software, which is a comprehensive, powerful tool that allows for faster and more effective auditing techniques over various audit areas. The use of data analytics will allow for audit procedures to be focused on those items which appear to be anomalies as identified through this analysis. In some instances, the use of data analytics will allow for the testing of complete sets of data rather than the sampling of a limited number of transactions.

Data analytics procedures applied in the audit may include:

- Analyzing month-to-month and year-to-year audit data to identify trends and anomalies
- Examining all weekend, holiday and off hour general ledger activity
- Technology controls checks by comparing established user roles with user activity
- Applying Benford's Law to examine frequency distribution of transactions
- Identifying fluctuations and anomalies in bank/investment account reconciliations
- Using "fuzzy logic" to identify addresses shared by employees and vendors
- Identifying and examining anomalies in payroll-related transactions

Additional audit requests for data analytic procedures may include, but are not limited to, the following data files:

- Detail payroll data file
- Adjusting journal entries
- Employee maintenance files
- Vendor maintenance files
- Invoice processing file
- Banking and credit card reports



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Data Analyst Position. HeinfeldMeech is committed to investing in the advances of auditing methodologies and have prioritized the use of technology-enabled data analytics. In order to most effectively achieve this objective, the Firm's staff includes a full-time data analyst who holds a Master of Science in Business Analytics with advanced education in applied analytics and predictive modeling.

In addition to the expertise of our highly qualified audit team members, our Data Analyst can assist the auditors in performing the data analytics audit procedures described above. The Data Analyst's involvement on our audit engagements may include:

- Supporting the engagement team in designing and implementing procedures for testing
 - Conducting univariate and multivariate analyses on detailed transactions reports
 - Conducting advanced analytical test work on client data to support substantive testing (e.g. correlation analysis, reasonableness testing, regression analysis, trend analysis).
 - Identifying anomalies in current year financial statements through comparisons of historical client data
 - Developing ad hoc tests for specific client needs
 - Preparing visualizations to illustrate the results of test work and enhance reports provided to clients
6. As required by generally accepted auditing standards, analytical procedures are performed both in the planning and the final phases of the audit. The following are examples of analytical methods and informational sources that may be used during an audit:
- Trend analysis:
 - Reporting transaction classes
 - Receivables and payables
 - Inventories
 - Compensated absences
 - Salaries and benefits
 - Depreciation
 - Reasonableness testing:
 - Current year activity to budget
 - Investment income
 - Salaries and benefits
 - Depreciation
 - Accrued payroll



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- Ratio analysis:
 - Revenues and receivables
 - Salaries and benefits
 - Year-end cutoff
 - Interest expense
 - Commissions expense
 - Inventories
 - Functional expense
- Other analytical procedures as deemed necessary

The use of analytical procedures will assist in identifying high risk areas as well as help us focus the audit test work on significant areas and accounts that require detailed testing. The use of the Entity's internal reports will be used to perform the analytical procedures.

7. Typically, an understanding of the entity's financial operations, funding source requirements, transaction processing procedures and internal control structure will be achieved through inquiry, observation, and tests of transactions. The entity's personnel will be required to complete a series of internal control questionnaires to assist in this process. We will also use additional resources such as the entity's budget, organizational charts, policy and procedure manuals, and other management information systems.
8. During the normal course of planning and performing the audit, the Firm will sample from the various operational areas. Our sampling approach will be based on the risk assessment and planning procedures completed during the planning phase of the audit. See also response to Question 3.
9. Typically, the Firm will select various departments of the entity for sampling purposes and will test the internal controls on other various departments of the entity during each audit. The departments to be tested will be based on the risk assessment completed during the planning phase of the audit. Concerns indicated by the entity's management during audit planning are factors considered during the risk assessment process.
10. To be determined according to the scope of work required for each entity.
11. Typically, the audit approach will not differ significantly in the second and subsequent years of audit engagements. The Firm will typically cycle audit procedures based on the results of the prior audit or identified areas of risk. However, the total transaction sampled and time commitment required by the Entity will not change significantly throughout the audit contract unless there are substantial changes in the accounting processes by the Entity. In addition, although there may be changes in the specific staff assigned to the audit, the experience and qualifications of the staff levels as submitted in the proposal will not differ significantly in the subsequent years of the audit.



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12. This cannot be determined at this time.
13. As noted in our response to the Experience and Capacity Questionnaire (Attachment 2-A), HeinfeldMeech is a firm experienced in auditing a range of governmental entities, which has provided our team with the opportunity to work with a variety of compliance and reporting requirements. Our relevant experience within the past five years has included assurance engagements for the following entities:
- Arizona Automobile Theft Authority
 - Arizona Criminal Justice Commission (DEA account)
 - AHCCCS (Arizona Health Care Cost Containment System)
 - Arizona Department of Education (Child and Adult Care Food Program)
 - Public Safety Personnel Retirement System
 - City of Tucson
 - City of Tempe
 - City of Scottsdale
 - City of Chandler
 - City of Peoria
 - Town of Gilbert
 - City of Goodyear
 - City of Maricopa
 - Town of Fountain Hills
 - Maricopa Association of Governments
 - Northern Arizona Council of Governments
 - Pima Association of Governments
 - Regional Transportation Authority of Pima County
 - Valley Metro Rail
 - Valley Metro Regional Public Transportation Authority
 - Navajo County Schools Employee Benefit Trust
 - Yuma County Intergovernmental Public Transportation Authority
 - Arizona Municipal Water Users Association
 - Multicity Subregional Operating Group
 - Arizona City Sanitary District
 - Golder Ranch Fire District
 - Deer Valley Unified School District
 - Mesa Unified School District
 - Gilbert Unified School District
 - Dysart Unified School District



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14. While this proposal outlines many of our qualifications, we believe that the following attributes demonstrate the most important reasons that HeinfeldMeech should be selected for this engagement.

- **Providing National Expertise on the Local Level.** While HeinfeldMeech is a local Arizona firm, we are also a recognized national leader in the governmental accounting industry. We are frequently called upon by industry organizations such as the American Institute of Certified Public Accountants, Arizona Society of Certified Public Accountants, Government Finance Officers Association and Association of Government Accountants to serve on committees or provide presentations at conferences. This extensive involvement means that our Arizona partners and managers stay up-to-date about recent and upcoming changes in accounting and auditing standards that will affect your organization.
- **Dedicated to Providing Best Practices.** We continually learn about our clients' operations and objectives, as well as the best ways to provide assistance on financial reporting and operational matters. The assigned engagement supervisors will be the primary contacts for any questions; however other senior members of the Firm are available to provide technical assistance if needed. Our commitment to assisting our governmental clients also led us to develop a series of trainings and an annual conference that addresses important accounting and management topics for local governments. If the Entity requires more extensive assistance, our full-time consulting division provides a range of advisory services specifically designed to address the needs of governments.
- **Governmental Audit Expertise.** Due to our extensive history performing governmental audits, HeinfeldMeech has the expertise required to complete engagements under this contract. The Firm is also registered with the AICPA Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental and Uniform Guidance audits. Two HeinfeldMeech partners also participate in national AICPA committees, which helps ensure that we are in the forefront of changes to governmental reporting requirements and new audit methodology techniques.
- **Emphasis on Service Excellence.** Our success and growth has been dependent upon a superior level of client service from properly trained staff. To ensure that our teams are providing the best service possible, we ask for feedback at the end of each engagement, asking clients to rate their satisfaction. All evaluations are reviewed by the engagement partner and manager and any concerns are addressed immediately by either the engagement partner or our managing partner.

End of Attachment 3-A



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Attachment 3-B Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.** Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1	Name:	Corey Arvizu, CPA	How long with company?	22 years
	Current position in company:	Managing Partner/Audit Partner	How long in position?	16 years
	Position for the Services:	Engagement Partner	How much of time will be dedicated to the Services?	Up to 20%
	What primary functions will be assigned?	Responsibilities of the engagement partner include: • Assistance with scheduling and team assignments • Review of planning documentation and initial audit plan • On-site assistance as required for critical portions of the audit • Technical review of financial statements and working papers • Responsibility to address any concerns from client management regarding audit matters • Responsibility to address and complete technical and complex audit procedures • Technical assistance to client personnel • Authorization of issuance of audit reports to the client and other parties		
	Describe person's experience in performing services like those that are to be assigned:	Corey has been the engagement partner for over 635 governmental financial audits. His clients have included the Public Safety Personnel Retirement System, City of Chandler, City of Tucson, Tucson Supplemental Retirement System, New Mexico Self-Insurers' Fund, Town of Oro Valley, Town of Gilbert, City of Maricopa, Valley Metro Rail, Regional Public Transportation Authority of Pima County, Valley Metro Regional Public Transportation Authority, Arizona Department of Transportation, and Arizona State Retirement System.		



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List person's job-related training and education:	Corey received his bachelor's degree in accountancy from Arizona State University. As part of his continuing professional education, he regularly attends conferences and trainings related to auditing and accounting, including the following within the past three years: • 2018 GAQC Annual Update Webcast (AICPA) • 2018 Compliance Supplement and Single Audit Update (AICPA) • 2018 Employee Benefit Plans Update (AICPA) • 2018 AICPA Peer Review Update: Governmental – Government Auditing Standards (AICPA) • 2018 Governmental Accounting Conference (ASCPA) • Governmental and Not-for-Profit Training Program 2017 (AICPA) • Auditor Independence in a SLG Environment (AICPA) • 2017 GAQC Annual Update Webcast (AICPA) • 2017 AICPA Peer Review Industry Update: Employee Benefit Plans (AICPA) • 2017 AICPA Peer Review Industry Update: Governmental – Government Auditing Standards (AICPA) • 2017 OMB Compliance Supplement and Single Audit Update (AICPA) • Professional Ethics Update for Arizona CPAs (ASCPA) • Uniform Guidance Considerations: Challenging Compliance Areas (AICPA) • Joint AGA IIA Meeting (AGA Southern Arizona Chapter) • 2017 Governmental Accounting Conference (ASCPA) • 2016 Governmental and Not-for-Profit Training Program (AICPA) • 2016 OMB Compliance Supplements and Single Audit Update (AICPA) • 2016 State and Local Government Audit Planning Considerations (AICPA) • Professional Skepticism and Maintaining the Public Trust (AICPA) • Internal Control and Risk Assessment: Key Factors in a Successful Audit (AICPA) • The Continued Complexities of Auditing Governmental Pension Plans and Participating Employers (AICPA) • Frequent Frauds Found in Governments (AICPA)
Resume:	Attachment 3-B Supplement (#1 of 6)



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2	Name:	Christopher W. Heinfeld, CPA	How long with company?	11 years
	Current position in company:	Audit Partner	How long in position?	.5 years*
	Position for the Services:	Engagement Partner	How much of time will be dedicated to the Services?	Up to 25%
	What primary functions will be assigned?	Responsibilities of the engagement partner include: • Assistance with scheduling and team assignments • Review of planning documentation and initial audit plan • On-site assistance as required for critical portions of the audit • Technical review of financial statements and working papers • Responsibility to address any concerns from client management regarding audit matters • Responsibility to address and complete technical and complex audit procedures • Technical assistance to client personnel • Authorization of issuance of audit reports to the client and other parties		
	Describe person's experience in performing services like those that are to be assigned:	Christopher has been an audit supervisor for over 120 financial statement and compliance audits for local and state governments. His experience includes audits for the Public Safety Personnel Retirement System, City of Tucson, City of Sierra Vista, City of Maricopa, Regional Transportation Authority of Pima County, New Mexico Self-Insurers' Fund, Tucson Supplemental Retirement System, Sunnyside Unified School District, Yuma Elementary School District, Pima Association of Governments, City of El Mirage, and Amphitheater Unified School District.		



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List person's job-related training and education:	Christopher received his B.S. in Accounting from the University of Arizona. As part of his continuing professional education, he regularly attends conferences and trainings related to auditing and accounting, including the following within the past three years: • GFOAz 2018 Summer Conference • 2018 Local and State Governmental Conference (HeinfeldMeech) • OPEB-GASB 75: Special Emphasis and Considerations for Nontrusted Plans (AICPA) • 2017 Summer Conference (AASBO) • 2017 Local and State Governmental Conference (HeinfeldMeech) • 2016 Governmental Accounting and Auditing Update Conference (AICPA) • 2016 Summer Conference (AASBO) • 2016 Local and State Governmental Conference (HeinfeldMeech)
Resume:	Attachment 3-B Supplement (#2 of 6)

* Christopher was in the position of Audit Manager for 3 years before his promotion to partner.



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3	Name:	Jill A. Shaw, CPA	How long with company?	17 years
	Current position in company:	Audit Partner	How long in position?	10 years
	Position for the Services:	Engagement Partner	How much of time will be dedicated to the Services?	Up to 25%
	What primary functions will be assigned?	Responsibilities of the engagement partner include: • Assistance with scheduling and team assignments • Review of planning documentation and initial audit plan • On-site assistance as required for critical portions of the audit • Technical review of financial statements and working papers • Responsibility to address any concerns from client management regarding audit matters • Responsibility to address and complete technical and complex audit procedures • Technical assistance to client personnel • Authorization of issuance of audit reports to the client and other parties		
	Describe person's experience in performing services like those that are to be assigned:	Jill has been an engagement partner or manager for over 250 governmental financial statement audits. Her clients have included the City of Peoria, City of Tempe, City of Goodyear, City of Scottsdale, Town of Prescott Valley, City of Cottonwood, Lake Havasu City, Arizona City Sanitary District, Arizona Municipal Water Users Association, Multi-City Sub-Regional Operating Group, City of Peoria Employee Benefit Trust, Kyrene Employee Benefit Trust, Deer Valley Unified School District, Queen Creek Unified School District and Cave Creek Unified School District.		



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List person's job-related training and education:	Jill graduated from the University of Arizona with a B.S. degree in Business Administration. As part of her continuing professional education, she regularly attends conferences and trainings related to auditing and accounting, including the following within the past three years: • 2018 Not-for-Profit Conference (ASCPA) • NFP FASB Standards Updates on the Horizon (AICPA) • 2018 Winter Conference (GFOAz) • 2018 Governmental Accounting Conference (ASCPA) • 2018 Local and State Governmental Conference (HeinfeldMeech) • 2017 GFOAz Summer Conference • 2017 Not-for-Profit Conference (ASCPA) • Engage Conference 2017 (AICPA) • Professional Ethics Update for Arizona CPAs (ASCPA) • 2017 Local and State Governmental Conference (HeinfeldMeech) • 2016 Winter Conference (GFOAz) • 2016 Local and State Governmental Conference (HeinfeldMeech)
Resume:	Attachment 3-B Supplement (#3 of 6)



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4	Name:	Jennifer L. Shields, CPA, CGFM	How long with company?	24 years
	Current position in company:	Audit Partner	How long in position?	18 years
	Position for the Services:	Engagement Partner	How much of time will be dedicated to the Services?	Up to 20%
	What primary functions will be assigned?	Responsibilities of the engagement partner include: • Assistance with scheduling and team assignments • Review of planning documentation and initial audit plan • On-site assistance as required for critical portions of the audit • Technical review of financial statements and working papers • Responsibility to address any concerns from client management regarding audit matters • Responsibility to address and complete technical and complex audit procedures • Technical assistance to client personnel • Authorization of issuance of audit reports to the client and other parties		
	Describe person's experience in performing services like those that are to be assigned:	Jennifer has been the engagement partner of 950 financial statement audits for governmental entities. Her clients have included the Town of Fountain Hills, Yuma County Intergovernmental Public Transportation Authority, City of Yuma, City of Phoenix Health Care Benefit Trust, Glendale Union High School District Employee Benefit Trust, Parker Unified Employee Benefit Trust, Gilbert Unified School District, Mesa Unified School District, Paradise Valley Unified School District, Dysart Unified School District and Yuma County.		



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List person's job-related training and education:	Jennifer received her B.S. in Accounting from the University of Arizona. As part of her continuing professional education, she regularly attends conferences and trainings related to auditing and accounting, including the following within the past three years: • 2018 Governmental Accounting Conference (AICPA) • 2018 Summer Conference (AASBO) • 2018 Spring Conference (AASBO) • 2018 Governmental Accounting Conference (ASCPA) • 2018 Winter Conference (AASBO) • 2017 Summer Conference (AASBO) • Engage Conference 2017 (AICPA) • Professional Ethics Update for Arizona CPAs (ASCPA) • 2017 Spring Conference (AASBO) • Developing and Reporting Audit Findings (AICPA) • GASB 75 OPEB Implementation: Accounting & Auditing Considerations (AICPA) • 2017 Governmental Accounting Conference (ASCPA) • 2016 Summer Conference (AASBO) • Frequent Frauds Found in Governments and Not-for-Profits (AICPA) • 2016 Spring Conference (AASBO) • 2016 Governmental Accounting Conference (ASCPA)
Resume:	Attachment 3-B Supplement (#4 of 6)



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5	Name:	Eric S. Taylor, CPA, CGFM	How long with company?	12 years
	Current position in company:	Audit Partner	How long in position?	10 years
	Position for the Services:	Engagement Partner	How much of time will be dedicated to the Services?	Up to 20%
	What primary functions will be assigned?	Responsibilities of the engagement partner include: • Assistance with scheduling and team assignments • Review of planning documentation and initial audit plan • On-site assistance as required for critical portions of the audit • Technical review of financial statements and working papers • Responsibility to address any concerns from client management regarding audit matters • Responsibility to address and complete technical and complex audit procedures • Technical assistance to client personnel • Authorization of issuance of audit reports to the client and other parties		
	Describe person's experience in performing services like those that are to be assigned:	Eric has been the engagement partner for over 380 governmental audits and reviews. His clients have included the Arizona Automobile Theft Authority, Pine Creek Canyon Domestic Water Improvement District, City of Page, Buckeye Elementary School District, Glendale Elementary School District, Littleton Elementary School District, Alhambra Elementary School District, Yavapai Combined Trust, Yavapai Unified Employee Benefit Trust, Northern Arizona Public Employee Benefit Trust, and the Navajo Housing Authority.		



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List person's job-related training and education:	Eric received his Bachelor's Degree from Northern Arizona University and post baccalaureate certificate in accounting at Arizona State University. As part of his continuing professional education, he regularly attends conferences and trainings related to auditing and accounting, including the following within the past three years: • 2018 Spring Conference (AASBO) • 2018 Governmental Accounting Conference (ASCPA) • Engage Conference 2017 (AICPA) • Professional Ethics Update for Arizona CPAs (ASCPA) • 2017 Spring Conference (AASBO) • 2017 Governmental Accounting Conference (ASCPA) • 2016 Governmental Accounting and Auditing Update Conference (AICPA) • 2016 Governmental Accounting Conference (ASCPA)
Resume:	Attachment 3-B Supplement (#5 of 6)



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6	Name:	Brittney Williams, CPA, CGFM	How long with company?	14 years
	Current position in company:	Audit Partner	How long in position?	2.5 years*
	Position for the Services:	Engagement Partner	How much of time will be dedicated to the Services?	Up to 25%
	What primary functions will be assigned?	Responsibilities of the engagement partner include: • Assistance with scheduling and team assignments • Review of planning documentation and initial audit plan • On-site assistance as required for critical portions of the audit • Technical review of financial statements and working papers • Responsibility to address any concerns from client management regarding audit matters • Responsibility to address and complete technical and complex audit procedures • Technical assistance to client personnel • Authorization of issuance of audit reports to the client and other parties		
	Describe person's experience in performing services like those that are to be assigned:	Brittney has been an engagement partner or manager on over 225 audit engagements for local governments. Her clients have included the City of Tempe, City of Scottsdale, City of Surprise, City of Yuma, City of San Luis, Maricopa Association of Governments, Arizona Municipal Water Users Association, Valley Metro Rail, Yuma County Intergovernmental Public Transportation Authority, Valley Metro Regional Public Transportation Authority, City of Eloy, City of Maricopa, Town of Prescott Valley, City of Phoenix Health Care Benefit Trust, Kyrene Elementary School District, Tempe Union High School District, and Washington Elementary School District.		



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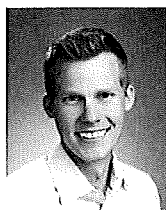
100 N 15th Ave., Suite 402
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List person's job-related training and education:	Brittney received her Master of Accounting degree from the University of Arizona. As part of her continuing professional education, she regularly attends conferences and trainings related to auditing and accounting, including the following within the past three years: • 2018 Single Audit Roundtable (AICPA) • Audit Risk Analysis and Other Considerations (AGA Phoenix Chapter) • 2018 Governmental Accounting Conference (ASCPA) • Understanding the Actuary's Role and Relevant Assumptions in Governmental Audit Engagements (AICPA) • Department of Education's Guide for Audits of Proprietary Schools (AICPA) • 2017 Single Audit Roundtable (AICPA) • Understanding SAS 133 – Auditor Involvement with Exempt Offering Documents (AICPA) • 2017 Summer Conference (AASBO) • 2017 OMB Compliance Supplement and Single Audit Update (AICPA) • Professional Ethics Update for Arizona CPAs (ASCPA) • 2017 State & Local Government Audit Planning Considerations (AICPA) • GASB 75 OPEB Implementation: Accounting & Auditing Considerations (AICPA) • 2017 Governmental Accounting Conference (ASCPA) • 2016 Professional Development Training (AGA) • 2016 State and Local Government Audit Planning Considerations (AICPA) • The 23rd Annual Professional Development Conference (AGA Phoenix Chapter) • 2016 Winter Conference (GFOAz) • 2016 Governmental Accounting Conference (ASCPA) • 2016 Accounting and Reporting Standards Conference (ASCPA)
Resume:	Attachment 3-B Supplement (#6 of 6)

* Brittney was in the position of Audit Manager for 7 years before her promotion to partner.

End of Attachment 3-B

Christopher W. Heinfeld, CPA – Audit Partner



Christopher Heinfeld received a B.S. in Accounting from the University of Arizona. He has 11 years of experience as an auditor with our firm. Christopher is recognized as a

Certified Public Accountant by the Arizona State Board of Accountancy (license #17815) and is a member of the AICPA and ASCPA.

Knowledge and Experience:

- Audit supervisor for more than 120 financial and compliance audits for local governments and non-profit organizations
- Recipient of the Advanced Single Audit Certificate from the AICPA
- Presenter at conferences sponsored by our firm, GFOAz, New Mexico GFOA and AASBO
- GASB 67 and 68 attestation procedures for the Public Safety Personnel Retirement System
- Instructor for firm-sponsored accounting workshop
- Federal compliance rules and regulations
- Financial statement preparation for Greenlee County

Other Professional Development:

Christopher has expanded his knowledge with the following trainings:

- Professional Ethics for CPAs (ASCPA)
- Governmental Accounting Conference (ASCPA)
- AASBO Annual Summer Conferences
- Governmental Accounting and Auditing Update Conference (AICPA)
- Internal Controls (AICPA)
- OPEB-GASB 75: Special Emphasis and Considerations for Nontrusted Plans (AICPA)
- Fraud Considerations in Governmental, NPO, and Single Audits (AICPA)

Selected Audit List:

- Public Safety Personnel Retirement System (Engagement Partner for FY 2018; In-Charge Auditor for FYs 2012 through 2017)
- City of Tucson (Audit Manager for FY 2017)
- City of Sierra Vista (Audit Manager for FYs 2015-2017)
- Regional Transportation Authority of Pima County (Engagement Partner for FY 2018)
- Pima Association of Governments (Engagement Partner for FY 2018)
- New Mexico Self-Insurers' Fund (In-Charge Auditor for FYs 2015-2017)
- City of Maricopa (Engagement Partner for FY 2018; Audit Manager for FYs 2016-2017)
- Sunnyside Unified School District (Engagement Partner for FY 2018; Audit Manager for FYs 2015-2017)
- Amphitheater Unified School District (Engagement Partner for FY 2018; Audit Manager for FYs 2015-2017)
- Nogales Unified School District (Engagement Partner for FY 2018)
- Catalina Foothills Unified School District (Engagement Partner for FY 2018)
- Yuma Elementary School District (Audit Manager for FYs 2015-2017)
- City of El Mirage (Audit Manager for FY 2016)
- Sierra Vista Unified School District (Audit Manager for FY 2015-2016)
- Tucson Supplemental Retirement System (Audit Manager for FY 2017)

Contact Information:

(520) 903-6864

christopher.heinfeld@heinfeldmeech.com



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Attachment 3-D
Boycott of Israel Disclosure

Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This attachment (Participation in Boycott of Israel) is not a mandatory part of the offer as long as the injunction remains in place. Offers will not be evaluated based on whether this certification has been completed.

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

- "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
- "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
- "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
- "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - together with other investors that are not subject to this section.
 - that are held in an index fund.
- "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
- "Public fund" means the state treasurer or a retirement system.
- "Restricted companies" means companies that boycott Israel.
- "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

☒ My company **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Heinfeld, Meech & Co., P.C.

Company Name

10120 N. Oracle Rd.

Address

Tucson

AZ

85704

City

State

Zip

Signature of Person Authorized to Sign
Diane Bradley

Partner - Administration

Printed Name

Title

End of Attachment 3-D



Request for Proposal

Solicitation No.
BPM000254
Description:
Statewide Financial Auditing Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-C Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.



NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.



YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.		select		
2.		select		
3.		select		
4.		select		
5.		select		
6.		select		
7.		select		
8.		select		
9.		select		
10.		select		

End of Attachment 3-C



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NAME OF OFFEROR Heinfeld, Meech & Co., P.C.

HOURLY RATES FOR THE STATE AND ALL OTHER ELIGIBLE USERS

The Offeror shall provide below a firm, fixed price per hour for each job classification proposed by the Contractor. The price per hour rate proposed shall be ALL-INCLUSIVE with exception to travel only. Actual and reasonable travel costs may be reimbursed pursuant to the Special Terms and Conditions, Travel clause. The contractor shall obtain approval of the State or All Other Eligible Users prior to incurring auditing related travel expenses.

Pursuant to the Special Terms and Conditions, the State may review a fully documented request for a price increase only after the contract has been in effect for two (2) years, and will only be considered at the same time a contract extension is considered. Refer to Special Terms and Conditions, Price Increase, for additional information.

Provide price per hour and job classification in the space provided below:

<u>Price Per Hour</u>	<u>Job Classification/Service</u>	<u>Name of Key Personnel</u>
\$260	Engagement Partners	Corey Arvizu, Christopher W. Heinfeld, Jill A. Shaw, Jennifer L. Shields, Eric S. Taylor, Brittney Williams
\$190	Engagement Managers	Kristen M. Conway, Christopher A. Goeman, Casey R. Good, Joshua Jumper, Kara Jungbluth, Eugene Park, Jim Rebenar
\$150	Senior/In-Charge Auditors	Shauna Brewster, Patrick Copeland, Jingshu (Julia) Kang, Tiffany Nelson, Tracy Posuniak, Cynthia Rojo, Katherine Shell, Jared Young
\$105	Staff Associates	
\$70	Administrative Personnel	

I. ARIZONA STATE RETIREMENT SYSTEM (ASRS)

1. The Offeror shall provide an all-inclusive firm, fixed price for all financial auditing services required by the Scope of Work.

\$ 117,000 Firm Fixed Price



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2. OTHER PROFESSIONAL SERVICES

- 2.1. If it should become necessary for the ASRS to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the ASRS and the firm. Any such additional work agreed to between the ASRS and the firm shall be performed at the same rates set forth in the schedule of fees provided by Offeror on the first page of the pricing schedule.

NOTE: For work to be billed on an hourly basis the hourly rates as provided by Offeror on the first page of the Pricing Schedule will apply, unless alternate pricing specific to the Arizona State Retirement System is provided in the space directly below.

II. ARIZONA LOTTERY

1. The Offeror shall provide an all-inclusive firm, fixed price for the annual financial auditing services required by the Scope of Work.

1.1	\$ <u>55,250</u>	Year One and Two of the contract term
1.2	\$ <u>56,500</u>	Year Three of the contract term
1.3	\$ <u>56,500</u>	Year Four of the contract term
1.4	\$ <u>58,195</u>	Year Five of the contract term

NOTE: For work to be billed on an hourly basis the hourly rates as provided by Offeror on the first page of the Pricing Schedule will apply, unless alternate pricing specific to the Arizona Lottery is provided in the space directly below.

III. ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)

The Offeror shall provide firm, fixed, all-inclusive fees for services provided for requirements state herein:

Lump Sum Fees

All Lump Sum Fees shall be separated by each fiscal year. Fees are firm for the first two years of the contract. Provide fees for fiscal years one and two together, for years three, four, and five in the space below. Providing pricing for each year does not guarantee that the contract will be extended for all years indicated below. See Special Terms and Conditions for Contract Extension terms.

Cost Breakdown for Lump Sum Fees



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Provide below the price for lump sum fees as they relate to the Scope of Work.

\$165,750

NOTE: For work to be billed on an hourly basis the hourly rates as provided by Offeror on the first page of the Pricing Schedule will apply, unless alternate pricing specific to the Arizona Department of Transportation is provided in the space directly below.

IV. WATER INFRASTRUCTURE AND FINANCE AUTHORITY (WIFA)

1. Contractor shall furnish all services and related materials as stated in the Scope of Work and in strict conformity with the Contract for the following ALL-INCLUSIVE unit prices.
2. The Offeror shall provide an all-inclusive firm, fixed price for all financial auditing services required by the Scope of Work.

\$ 33,125 Fixed Price

NOTE: For work to be billed on an hourly basis the hourly rates as provided by Offeror on the first page of the Pricing Schedule will apply, unless alternate pricing specific to the Water Infrastructure and Finance Authority is provided in the space directly below.

VII. CITIZENS CLEAN ELECTIONS COMMISSION (CCEC)

The Contractor will bill a predetermined flat rate per audit for all services related to the completion of an audit. There will be a flat rate billed for an audit performed on a statewide office candidate and legislative office candidates pursuant to scope of work. All other auditing services that fall outside the scope of work will be billed on contracted hourly rates pursuant to written pre-approval from agency and estimated number of hours from supplier for each audit.

For any appeal or litigation related to a CCEC enforcement action or audit, billing will not exceed the contracted hourly rate for the lead accountant and estimated number of hours.

1. Total all-inclusive Firm Fixed Price for the Audit of the Legislative Office Candidates, pursuant to the Scope of Work

\$ _____



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2. Total all-inclusive Firm Fixed Price for the Audit of the Statewide Office Candidates, pursuant to the Scope of Work

\$ _____

3. Hourly Consulting applies to the following: (Pre-approval from agency required)

- General Auditing
- Certified Public Accountant Services Investigation
- Accounting/Auditing/Budget Consulting
- Consultation, Expert Witness
- Certified Public Accountant Services Research, Accountant level
- Research Administrative Level
- Other auditing as requested

NOTE: For work to be billed on an hourly basis the hourly rates as provided by Offeror on the first page of the Pricing Schedule will apply, unless alternate pricing specific to the Citizens Clean Elections Commission is provided in the space directly below.

VIII. ARIZONA AUTO THEFT AUTHORITY (AATA)

1. Total all-inclusive Firm Fixed Price for the single Annual Financial Audit pursuant to the Scope of Work

\$ 7,500

NOTE: For work to be billed on an hourly basis the hourly rates as provided by Offeror on the first page of the Pricing Schedule will apply, unless alternate pricing specific to the Arizona Auto Theft Authority is provided in the space directly below.

IX. ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)

The Offeror shall provide firm, fixed, all-inclusive fees for services provided for requirements stated herein:

Lump Sum Fees

All Lump Sum Fees shall be separated by each fiscal year. Providing pricing for each year does not guarantee that the contract will be extended for all years indicated below. See Special Terms and Conditions for Contract Extension terms.

Cost Breakdown for Lump Sum Fees

This portion of the proposal covering items 1 – 5 below, shall include as a minimum:



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The costs of personal services, broken down by hourly direct salaries and estimated hours to be spent on project.

1. PRICES FOR INITIAL CONTRACT TERM (years one and two):

1.1. Price shall be an all inclusive firm- fixed guaranteed-not-to-exceed total price for all financial auditing services required by the Scope of Work for the first year initial Contract term.

1.1.1 Annual Financial Audit \$ _____

1.1.2 Single Audit \$ _____

1.1.3 EPSDT Outreach Services \$ _____

3. PRICES FOR THIRD YEAR OPTION TO EXTEND:

3.1. Price shall be an all inclusive firm- fixed guaranteed-not-to-exceed total price for all financial auditing services required by the Scope of Work for the third year option term:

3.1.1 Annual Financial Audit \$ _____

3.1.2 Single Audit \$ _____

3.1.3 EPSDT Outreach Services \$ _____

4. PRICES FOR FOURTH YEAR OPTION TO EXTEND:

4.1. Price shall be an all inclusive firm- fixed guaranteed-not-to-exceed total price for all financial auditing services required by the Scope of Work for the fourth year option term:

4.1.1 Annual Financial Audit \$ _____

4.1.2 Single Audit \$ _____

4.1.3 EPSDT Outreach Services \$ _____

5. PRICES FOR FIFTH YEAR OPTION TO EXTEND:

5.1. Price shall be an all inclusive firm- fixed guaranteed-not-to-exceed total price for all financial auditing services required by the Scope of Work for the fifth year option term:

5.1.1 Annual Financial Audit \$ _____

5.1.2 Single Audit \$ _____

5.1.3 EPSDT Outreach Services \$ _____



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NOTE: For work to be billed on an hourly basis the hourly rates as provided by Offeror on the first page of the Pricing Schedule will apply, unless alternate pricing specific to the Arizona Health Care Cost Containment System is provided in the space directly below.

X. ARIZONA DEPARTMENT OF EDUCATION (AZDE)

1. The Offeror shall state below the all-inclusive firm, fixed price, as detailed below for the requirements stated in the Scope of Work and the audit guidelines. Price includes all expenses of the audit including travel.

2. Field Audit Services for Sponsor and Sites of the Child and Adult Care Food Program (CACFP) for the term ending December 31.

2.1	\$ <u>110</u> per hour^	Apache County
2.2	\$ <u>110</u> per hour^	Cochise County
2.3	\$ <u>110</u> per hour^	Coconino County
2.4	\$ <u>110</u> per hour^	Gila County
2.5	\$ <u>110</u> per hour^	Graham County
2.6	\$ <u>110</u> per hour^	Greenlee County
2.7	\$ <u>110</u> per hour^	La Paz County
2.8	\$ <u>110</u> per hour^	Maricopa County
2.9	\$ <u>110</u> per hour^	Mohave County
2.10	\$ <u>110</u> per hour^	Navajo County
2.11	\$ <u>110</u> per hour^	Pima County
2.12	\$ <u>110</u> per hour^	Pinal County
2.13	\$ <u>110</u> per hour^	Santa Cruz County
2.14	\$ <u>110</u> per hour^	Yavapai County
2.15	\$ <u>110</u> per hour^	Yuma County

^ Total charges will not exceed \$7,500 per agreed-upon procedures engagement or \$12,500 per program-specific audit.

** AZDE may grant an exception on a per job basis if complexity of job is beyond the scope of work and audit guidelines. If an exception is found, the Contractor shall stop work, submit its request for an exception and the hours requested to AZDE and obtain approval for the exception prior to proceeding with the exception. Exception request shall be submitted in writing to AZDE personnel and it must include expected additional hours and explanation for request.

NOTE: For work to be billed on an hourly basis the hourly rates as provided by Offeror on the first page of the Pricing Schedule will apply, unless alternate pricing specific to the Arizona Department of Education is provided in the space directly below.



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XI. AUDITING SERVICES - Available to All Other Eligible Users of this Contract

At the discretion of the state agency, the contractor shall provide auditing services as specified in the notice of contract award. It is the intent of this contract to make available to all eligible users any service that could be considered auditing IN the most general meaning of the term. Under this section of the Scope of Work, the user agency may enter into task order agreements, either competitively or non-competitively, with the Contractor. Said task orders shall describe, as comprehensively as is practicable, the user agency's requirements. Task orders may be priced on a fixed price or hourly basis, in accordance with what the user agency determines to be in the best interest of the State.

Any contracts for task orders will be based upon the following hourly rates.

<u>Price Per Hour</u>	<u>Job Classification/Service</u>
\$260	Engagement Partners
\$190	Engagement Managers
\$150	Senior/In-Charge Auditors
\$105	Staff Associates
\$70	Administrative Personnel

Discount

If payment is made within N/A calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by 0%.

P Card

If payment is made by the Arizona State Purchasing Card program, after acceptance of goods and/or services and an accepted invoice has been provided, the above prices excluding sales tax, shall be discounted by N/A %.



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BPM000254
Description:
Statewide Financial Auditing Services

Arizona Department of Administration
State Procurement Office
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Attachment 5-A
Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract.

Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer **along with the appropriate supporting information** to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

☐	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☒	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Heinfeld, Meech & Co., P.C.

Offeror Company Name

10120 N. Oracle Rd.

Address

Tucson

City

AZ

State

85704

Zip

Diane Bradley
Signature of Authorized Person

Diane Bradley

Printed Name

Partner - Administration

Title

End of Attachment 5-A



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Attachment 5-B
Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- ☒ YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE SCOPE AND PRICING DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- ☒ YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

- ☒ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

Insurance Coverage

If awarded, HeinfeldMeech agrees to provide the required insurance coverage as requested in Solicitation No. BPM000254. Copies of our current certificates of insurance are provided on the following pages.



HEINF-1

OP ID: TA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stuckey Ins & Assoc Agencies 2850 E Camelback Rd, Suite 325 Phoenix, AZ 85016 Mary Lodwick		602-264-5533	CONTACT NAME: Teresa Alvarado PHONE (A/C, No, Ext): 602-264-5533 FAX (A/C, No): 602-279-9336 E-MAIL ADDRESS: teresa.alvarado@stuckeyinsurance.com
INSURED Heinfeld, Meech & Co., P.C. 10120 N Oracle Road Tucson, AZ 85704-7646		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 17370	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			AZB201245-04	02/01/2018	02/01/2019	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Insurance - Claims Made - Retro Date 6-4-1986
RE: ADSP013-046763

CERTIFICATE HOLDER**CANCELLATION**

ARIZD-1

Arizona Department of
Administration
State Procurement Office
100 N 15th Ave #201
Phoenix, AZ 85007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

HEINF-1

OP ID: KZ

DATE (MM/DD/YYYY)

05/22/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE MAHONEY GROUP - TUCSON 5330 N. La Cholla Blvd Tucson, AZ 85741-3815 Drew A. Newton ARM, CIC, CPCU		Phone: 520-795-8511 Fax: 520-795-8542	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED Heinfeld, Meech & Co., PC 10120 N. Oracle Rd. Tucson, AZ 85704		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Sentinel Insurance Company</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Hartford Casualty Ins. Co.</td><td>29424</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Company	11000	INSURER B:	Hartford Casualty Ins. Co.	29424	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			59SBAEO8336	05/14/18	05/14/19	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Emp Ben.	\$ \$1M/\$2M
A	AUTOMOBILE LIABILITY			59UECPC3949	05/14/18	05/14/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB	☒ OCCUR		59SBAEO8336	05/14/18	05/14/19	EACH OCCURRENCE	\$ 3,000,000
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 3,000,000
	DED ☒	RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			59WECEX2914	05/31/18	05/31/19	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR INF

INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

	Contract Amendment	Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007
	CTR042582	
	APP Amendment 1	

**STATEWIDE FINANCIAL AUDITING SERVICES
HEINFELD MEECH AND CO PC**

In accordance with the Uniform Terms and Conditions, Section 5.1 Amendments, this Contract is amended as follows:

Fifteen (15) Contract Line items For AZDE / AUP and fifteen (15) Contract Line items for AZDE / Audit have been added under the Price List Tab to allow for the separate purchase by Eligible Entities depending on the location of the requested Audit related activity (ies).

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HEINFELD, MEECH & CO., P.C.

[Work Orders]

See following pages (to be attached subsequent to execution).



Tucson • Phoenix • Flagstaff
HeinfeldMeech.com

March 25, 2019
May 8, 2019 - revised

Marsha D. Chavez, CPP
Procurement Officer
City of Avondale
11465 W. Civic Center Drive #250
Avondale, AZ 85323
Email: mchavez@avondaleaz.gov

Dear Ms. Chavez:

Thank you for the opportunity to provide a quotation to the City for the biennial certification of land use assumptions, infrastructure improvements plan and development impact fees. As a Certified Public Accounting firm with extensive experience auditing Arizona municipalities, we have the necessary knowledge and qualifications to provide guidance to the City regarding this type of service.

This quotation is in accordance with the terms and conditions of the Arizona Department of Administration Contract #CTR042582 for Statewide Financial Auditing Services.

Summaries of our experience and our approach to this engagement, as well as our proposed fee, are included on the following pages. Should you have any questions or require additional clarification, please feel free to contact Jill Shaw at (602) 277-9449, ext 306 or jills@heinfeldmeech.com or Corey Arvizu, CPA, Managing Partner, at (520) 742-2611, ext 101 or carvizu@heinfeldmeech.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Bradley", written in a cursive style.

Diane Bradley
Partner - Administration

A. Experience

Heinfeld, Meech & Co., P.C. (HeinfeldMeech) is the industry leader for governmental audit services in the State of Arizona, currently providing compliance assurance services to over 190 governmental entities, including 19 Arizona municipalities. Our firm is a member of the American Institute of Certified Public Accountants (AICPA) Governmental Audit Quality Center, which is committed to the highest standards of quality in governmental audits. The Center is a national community of CPA firms that demonstrate a commitment to governmental audit quality and raise awareness about the importance of governmental audits. Our focus on the public sector also ensures you that the assigned engagement supervisors will be knowledgeable, experienced and qualified.

HeinfeldMeech is familiar with A.R.S. 9-463.05 and the history of development fees in Arizona. Specifically, the firm is familiar with the concepts of documenting land use assumptions, information used to prepare an infrastructure improvement plan, the assessment of development fees and the accounting for development fees transactions.

Our firm was contracted with 12 municipalities in Arizona to perform the Biennial Certification of Land Use Assumptions, Infrastructure Improvement Plan and Development Impact Fees for the Period July 1, 2016 through June 30, 2018.

In addition, our experience with financial reporting systems used by municipalities will aid in conducting the biennial audit. Many procedures performed will require the review of financial activity recorded in the general ledger of the City as well as specific development fee transactions. Our familiarity with account codes, general ledgers, and financial reporting will facilitate the audit. The term "audit" is not defined in the A.R.S., however the term as commonly used applies to attestation services performed by a licensed certified public accountant. Licensed CPAs must follow professional standards regarding procedures, documentation, and independence when performing attestation services.

City of Avondale

Below is a selection of governmental clients for whom we have recently provided assurance and auditing services; a complete detailed listing of these engagements can be provided upon request.

Name	Years	Name	Years
City of Goodyear	2014-2018	City of Scottsdale	2015-2018
City of Chandler	2003-2018	City of Maricopa	2006-2018
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City of Peoria	2003-2018	Town of Prescott Valley	2010-2018
Arizona Municipal Water Users Association	2013-2018	Public Safety Personnel Retirement System	2007-2018
Avondale Elementary S.D.	1992-2018	Gilbert Unified S.D.	1986-2018
City of Tempe	2005-2018	Valley Metro Rail	2011-2015
City of Tucson	2017-2018	City of Eloy	2013-2018
Maricopa Assn. of Governments	2017-2018	City of San Luis	2016-2018
City of Yuma	1995-2018	City of Sierra Vista	1991-2018
Mesa Unified S.D.	1992-2018	Deer Valley Unified S.D.	2001-2018
Paradise Valley Unified S.D.	2002-2018	Chandler Unified S.D.	2011-2018
Dysart Unified S.D.	2006-2018	Arizona City Sanitary District	2012-2018
Arizona Automobile Theft Authority	2004-2018	City of Phoenix Health Care Benefits Trust	2006-2018
Valley Metro Regional Public Transportation Authority	2011-2015	Regional Transportation Authority of Pima County	2007-2018
Golder Ranch Fire District	2008-2017	Yuma County IPTA	2013-2018

B. Approach

Our approach will structure the certification as an agreed-upon procedures (AUP) engagement performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. An AUP engagement is one where the CPA firm is engaged to issue a written report of findings based on specific procedures agreed to by the City.

In an AUP engagement, the determination that agreed upon procedures are sufficient to meet compliance with state statute is solely the responsibility of City management overseeing the engagement. However, the Heinfeld Meech engagement team will lead the planning phase of the engagement and assist in determining which procedures will be feasible and meet the guidelines of an AUP engagement in accordance with attestation standards. This collaborative process will allow the City to provide input regarding the procedures to be performed to ensure procedures are specific to the City's Infrastructure Improvement Plan (IIP) and address matters important to the City's constituents. However, all transactions sampled will be determined by Heinfeld Meech therefore alleviating concerns that City management has control over the execution of all procedures.

Possible procedures to determine compliance with ARS 9-463.05G(2) may include, but are not limited to, the following. **These procedures are an example and can be modified accordingly based on the City's particular infrastructure improvement plan.**

- i. The progress of the infrastructure improvements plan.
 - a. Compare growth projections related to housing units added, square footage added, water/wastewater connections and population as reported in the Land Use Assumptions to actual results. A list of all variances will be reported.
 - b. Obtain a City-prepared report that documents the progress of all projects identified in the Infrastructure Improvement Plan and perform the following procedures:
 - i. Agree expenditures to the underlying accounting records.
 - ii. Agree amounts reported as estimated cost to complete to underlying accounting records.
- ii. The collection and expenditures of development fees for each project in the plan.
 - a. Select a sample of building permits issued (exact number to be determined based on total population) and determine fees were charged in accordance with authorized fee schedules and that each permit holder is charged the same rate as another equivalent permit holder. Any inequities in the imposition of development fees will be reported.
 - b. Select a sample of expenditures (exact number to be determined based on total population) and determine that the expenditure was associated with an approved project in the City's IIP.

- c. Determine that the excess construction sales tax collected in the General Fund is transferred to the appropriate Impact Fee Fund on a quarterly basis in accordance with A.R.S. 9-463-05B(12).
- iii. Evaluating any inequities in implementing the plan or imposing the development fee.
 - a. "Inequities" and "level of service" is assumed to mean that each developer/unit is charged the same rate as another equivalent developer/unit. This can be tested by recalculating impact fees at the transaction level for the sample mentioned in step ii.a. above.
 - b. Determine that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. 9-499-.10(B) and A.R.S 9-500.18.

C. Timeline

Our current staffing capacity levels would allow us to begin the engagement in April and issue the report by June 2019.

D. Proposed Fee

Heinfeld, Meech & Co., P.C. agrees to provide the Biennial Certification of Land Use Assumptions, Infrastructure Improvement Plan and Development Impact Fees for the Period July 1, 2016 through June 30, 2018 for the City of Avondale for a total cost "not to exceed" the amount proposed below.

Total charges, including expenses, will not exceed:

Staff Level	Number of Hours	Hourly Rate	Total (\$)
Partners	10	\$ 260	\$ 2,600
Managers	11	190	2,090
Supervisory Staff	36	150	5,400
Staff	25	105	2,625
Other (Administrative)	4	70	280
Total			\$ 12,995

The fee is based upon performance of the procedures as previously detailed in *B. Approach*. An important item to note regarding an Agreed Upon Procedures (AUP) engagement is that all sample sizes and procedures can be tailored as seen appropriate by City management. For this reason, the fee may fluctuate upwards or downwards depending on the number and scope of procedures agreed upon.

Exhibit 1 – Sample Agreed-Upon Procedures Report

Example City, Arizona
Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use
Assumptions, Infrastructure Improvement Plan
and Development Impact Fees
For the Period July 1, 2016 through June 30, 2018

**EXAMPLE CITY, ARIZONA
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Summary of Findings	3
Appendix A – Progress of Infrastructure Improvement Plan Projects	5

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Mayor and Members of the City Council
Example City, Arizona

We have performed the procedures identified below, which were agreed to by the management of Example City, Arizona, solely to assist the management of Example City, Arizona, in evaluating the Example City, Arizona's compliance with the requirements set forth in Arizona Revised Statutes (A.R.S.) 9-463.05 for the period from July 1, 2016 through June 30, 2018. Management is responsible for Example City, Arizona's compliance with those requirements. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

- a. Compared growth projections for 2017 and 2018 related to population, housing units and nonresidential square footage as reported in the Land Use Assumptions to actual results. A list of all variances are reported in the Summary of Findings.
- b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
 - i. Agreed expenditures as of June 30, 2018 to the underlying accounting records.
 - ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of development impact fees for each project in the plan.

- c. Selected a sample of 120 building permits issued and determined fees were charged in accordance with authorized fee schedules and that each permit holder is charged the same rate as another equivalent permit holder.
- d. Selected a sample of 25 expenditures and determined that the expenditure was associated with an approved project in the City's IIP.

Evaluating any inequities in implementing the plan or imposing the development impact fee.

- e. Determined each developer/unit is charged the same rate as another equivalent developer/unit by recalculating impact fees at the transaction level for the sample mentioned in step c. above.
- f. Determined that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. §9-499.10(B) and A.R.S. §9-500.18.

The accompanying Summary of Findings describes the findings we noted.

We were not engaged to, and did not conduct an audit, the objective of which would be the expression of an opinion on compliance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of Example City, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld, Meech & Co., P.C.
Phoenix, Arizona
Report Date

**EXAMPLE CITY, ARIZONA
SUMMARY OF FINDINGS**

Findings detected as a result of applying procedures will be reported on this page if applicable.

FINDING NO. 1

FINDING NO. 2

APPENDIX A

PROGRESS OF INFRASTRUCTURE IMPROVEMENT PLAN PROJECTS

Project Description	IIP Fund	Estimated Cost ^a	Expenditures as of 6/30/18 ^b	Estimated Cost to Complete
Fire Station	Fire Impact Fee Fund	\$ 6,135,000	\$ 4,000,000	\$ 2,135,000
Fire Station	Fire Impact Fee Fund	8,822,500	-	8,822,500
Widening of Road	Streets Fee Fund	2,800,000	2,000,000	800,000
Intersection Signals	Streets Fee Fund	2,200,000	-	2,200,000
Water Well	Water Impact Fee Fund	2,800,000	400,000	2,400,000
Arsenic Treatment System	Water Impact Fee Fund	2,200,000	-	2,200,000
Sewer Line	Wastewater Impact Fee Fund	1,400,000	250,000	1,150,000
21" Sewer Line	Wastewater Impact Fee Fund	1,400,000	-	1,400,000
Wastewater Reclamation Plant	Wastewater Impact Fee Fund	1,400,000	1,400,000	-

a) The source of the information in the Example City 2014 Infrastructure Improvement Plan

b) The source of the information is the City's financial records for the period July 1, 2012 through June 30, 2018.



Request for Proposal
Solicitation No.
BPM000254
Description:
Statewide Financial Auditing Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

**Attachment 5-E
Offer Checklist**

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.

	DOCUMENT	SUBMITTED
1.	Attachment 1: Offer and Acceptance Form	☒ YES ☐ no
2.	Attachment 2-A: Experience and Capacity Questionnaire	☒ YES ☐ no
3.	Attachment 2-B: Organization Profile	☒ YES ☐ no
4.	Attachment 3-A: Method Proposal	☒ YES ☐ no
5.	Attachment 3-B: Key Personnel Proposal	☒ YES ☐ no
6.	Attachment 3-C: Proposed Subcontractors	☒ YES ☐ no
7.	Attachment 3-E: Israel Boycott Disclosure (Not used to determine susceptibility and responsiveness)	☒ YES ☐ no
8.	Attachment 4: Pricing Sheets	☒ YES ☐ no
9.	Attachment 5-A: Confidential Information Designation	☒ YES ☐ no
10.	Attachment 5-B: Conformance Statements	☒ YES ☐ no
11.	Attachment 5-C: Insurance	☒ YES ☐ no
12.	Attachment 5-D: Reserved	☐ YES ☒ no
13.	Attachment 5-E: Offer Checklist	☒ YES ☐ no

End of Attachment 5-E

End of Part 3



Tucson • Phoenix • Flagstaff
HeinfeldMeech.com

March 25, 2019

Marsha D. Chavez, CPP
Procurement Officer
City of Avondale
11465 W. Civic Center Drive #250
Avondale, AZ 85323
Email: mchavez@avondaleaz.gov

Dear Ms. Chavez:

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Summaries of our experience and our approach to this engagement, as well as our proposed fee, are included on the following pages. Should you have any questions or require additional clarification, please feel free to contact Jill Shaw at (602) 277-9449, ext 306 or jills@heinfeldmeech.com or Corey Arvizu, CPA, Managing Partner, at (520) 742-2611, ext 101 or carvizu@heinfeldmeech.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Bradley", written over a horizontal line.

Diane Bradley
Partner - Administration

A. Experience

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City of Avondale

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City of Tucson	2017-2018	City of Eloy	2013-2018
Maricopa Assn. of Governments	2017-2018	City of San Luis	2016-2018
City of Yuma	1995-2018	City of Sierra Vista	1991-2018
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Dysart Unified S.D.	2006-2018	Arizona City Sanitary District	2012-2018
Arizona Automobile Theft Authority	2004-2018	City of Phoenix Health Care Benefits Trust	2006-2018
Valley Metro Regional Public Transportation Authority	2011-2015	Regional Transportation Authority of Pima County	2007-2018
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B. Approach

Our approach will structure the certification as an agreed-upon procedures (AUP) engagement performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. An AUP engagement is one where the CPA firm is engaged to issue a written report of findings based on specific procedures agreed to by the City.

In an AUP engagement, the determination that agreed upon procedures are sufficient to meet compliance with state statute is solely the responsibility of City management overseeing the engagement. However, the Heinfeld Meech engagement team will lead the planning phase of the engagement and assist in determining which procedures will be feasible and meet the guidelines of an AUP engagement in accordance with attestation standards. This collaborative process will allow the City to provide input regarding the procedures to be performed to ensure procedures are specific to the City's Infrastructure Improvement Plan (IIP) and address matters important to the City's constituents. However, all transactions sampled will be determined by Heinfeld Meech therefore alleviating concerns that City management has control over the execution of all procedures.

Possible procedures to determine compliance with ARS 9-463.05G(2) may include, but are not limited to, the following. **These procedures are an example and can be modified accordingly based on the City's particular infrastructure improvement plan.**

- i. The progress of the infrastructure improvements plan.
 - a. Compare growth projections related to housing units added, square footage added, water/wastewater connections and population as reported in the Land Use Assumptions to actual results. A list of all variances will be reported.
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- ii. The collection and expenditures of development fees for each project in the plan.
 - a. Select a sample of building permits issued (exact number to be determined based on total population) and determine fees were charged in accordance with authorized fee schedules and that each permit holder is charged the same rate as another equivalent permit holder. Any inequities in the imposition of development fees will be reported.
 - b. Select a sample of expenditures (exact number to be determined based on total population) and determine that the expenditure was associated with an approved project in the City's IIP.

- c. Determine that the excess construction sales tax collected in the General Fund is transferred to the appropriate Impact Fee Fund on a quarterly basis in accordance with A.R.S. 9-463-05B(12).
- iii. Evaluating any inequities in implementing the plan or imposing the development fee.
 - a. "Inequities" and "level of service" is assumed to mean that each developer/unit is charged the same rate as another equivalent developer/unit. This can be tested by recalculating impact fees at the transaction level for the sample mentioned in step ii.a. above.
 - b. Determine that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. 9-499-.10(B) and A.R.S 9-500.18.

C. Timeline

Our current staffing capacity levels would allow us to begin the engagement in April and issue the report by June 2019.

D. Proposed Fee

Heinfeld, Meech & Co., P.C. agrees to provide the Biennial Certification of Land Use Assumptions, Infrastructure Improvement Plan and Development Impact Fees for the Period July 1, 2016 through June 30, 2018 for the City of Avondale for a total cost "not to exceed" the amount proposed below.

Total charges, including expenses, will not exceed:

Staff Level	Number of Hours	Hourly Rate	Total (\$)
Partners	10	\$ 260	\$ 2,600
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Supervisory Staff	30	150	4,500
Staff	17	105	1,785
Other (Administrative)	3	70	210
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The fee is based upon performance of the procedures as previously detailed in *B. Approach*. An important item to note regarding an Agreed Upon Procedures (AUP) engagement is that all sample sizes and procedures can be tailored as seen appropriate by City management. For this reason, the fee may fluctuate upwards or downwards depending on the number and scope of procedures agreed upon.

Exhibit 1 – Sample Agreed-Upon Procedures Report

Example City, Arizona
Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use
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**EXAMPLE CITY, ARIZONA
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INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Mayor and Members of the City Council
Example City, Arizona

We have performed the procedures identified below, which were agreed to by the management of Example City, Arizona, solely to assist the management of Example City, Arizona, in evaluating the EXAMPLE CITY, Arizona's compliance with the requirements set forth in Arizona Revised Statutes (A.R.S.) 9-463.05 for the period from July 1, 2016 through June 30, 2018. Management is responsible for Example City, Arizona's compliance with those requirements. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

- a. Compared growth projections for 2017 and 2018 related to population, housing units and nonresidential square footage as reported in the Land Use Assumptions to actual results. A list of all variances are reported in the Summary of Findings.
- b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
 - i. Agreed expenditures as of June 30, 2018 to the underlying accounting records.
 - ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of development impact fees for each project in the plan.

- c. Selected a sample of 40 building permits issued and determined fees were charged in accordance with authorized fee schedules and that each permit holder is charged the same rate as another equivalent permit holder.
- d. Selected a sample of 25 expenditures and determined that the expenditure was associated with an approved project in the City's IIP.

Evaluating any inequities in implementing the plan or imposing the development impact fee.

- e. Determined each developer/unit is charged the same rate as another equivalent developer/unit by recalculating impact fees at the transaction level for the sample mentioned in step c. above.
- f. Determined that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. §9-499.10(B) and A.R.S. §9-500.18.

The accompanying Summary of Findings describes the findings we noted.

We were not engaged to, and did not conduct an audit, the objective of which would be the expression of an opinion on compliance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of Example City, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld, Meech & Co., P.C.
Phoenix, Arizona
Report Date

**EXAMPLE CITY, ARIZONA
SUMMARY OF FINDINGS**

Findings detected as a result of applying procedures will be reported on this page if applicable.

FINDING NO. 1

FINDING NO. 2

APPENDIX A

PROGRESS OF INFRASTRUCTURE IMPROVEMENT PLAN PROJECTS

Project Description	IIP Fund	Estimated Cost ^a	Expenditures as of 6/30/18 ^b	Estimated Cost to Complete
Fire Station	Fire Impact Fee Fund	\$ 6,135,000	\$ 4,000,000	\$ 2,135,000
Fire Station	Fire Impact Fee Fund	8,822,500	-	8,822,500
Widening of Road	Streets Fee Fund	2,800,000	2,000,000	800,000
Intersection Signals	Streets Fee Fund	2,200,000	-	2,200,000
Water Well	Water Impact Fee Fund	2,800,000	400,000	2,400,000
Arsenic Treatment System	Water Impact Fee Fund	2,200,000	-	2,200,000
Sewer Line	Wastewater Impact Fee Fund	1,400,000	250,000	1,150,000
21" Sewer Line	Wastewater Impact Fee Fund	1,400,000	-	1,400,000
Wastewater Reclamation Plant	Wastewater Impact Fee Fund	1,400,000	1,400,000	-

a) The source of the information in the Example City 2014 Infrastructure Improvement Plan

b) The source of the information is the City's financial records for the period July 1, 2012 through June 30, 2018.

CITY COUNCIL REPORT

SUBJECT: Resolution 1013-0222 - Intergovernmental Agreement with the Town of Gilbert for Law Enforcement Training

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police 623-333-7235

THROUGH: Dale Nannenga, Public Safety Chief 623-333-7207
Cherlene Penilla, Acting City Manager 623-333-1015

STRATEGIC PLAN:

Public Safety

PURPOSE:

City Council will consider a request to adopt Resolution 1013-0222, authorizing an Intergovernmental Agreement with the Town of Gilbert to utilize their sworn basic training academy for the training of new police recruits and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In the recent past, the Avondale Police Department has sent newly hired police recruits to the Phoenix Regional Police Academy (PRPA) and to Maricopa County Sheriff's Office (MCSO). However, this year in 2022, PRPA stopped all basic training academies open to outside agencies. In 2021 and 2022, MCSO has offered up to three academies open to outside agencies. To keep up with the demand to fill new positions as well as maintaining the authorized number of officers, the police department will need to find other options for recruits to attend a police academy class.

DISCUSSION:

The proposed IGA establishes an agreement and a process for the police department to send newly hired recruits to the Town of Gilbert sworn basic police training academy. This academy is a fully accredited academy, and meets the guidelines and standards set by the Arizona Police Officers Standards of Training. Being able to also utilize the Town of Gilbert Police academy along with the MCSO Academy, will allow the Avondale Police more options to fill vacancies in a timelier manner.

BUDGET IMPACT:

The Avondale Police Department would pay the Town of Gilbert a \$2,400 registration fee for each police recruit. This cost would be paid from the department's training budget 101-6115-00-6520 and no new funding is required.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing an Intergovernmental Agreement with the Town of Gilbert allowing the police department to send new police recruits to their sworn basic training academy.

Contact person for document distribution: Varney Lopez

RESOLUTION NO. 1013-0222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF GILBERT FOR COOPERATIVE LAW ENFORCEMENT TRAINING OPERATIONS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with the Town of Gilbert, on behalf of the Gilbert Police Department (“Gilbert PD”), relating to cooperative law enforcement training (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1013-0222

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE TOWN OF GILBERT
AND THE CITY OF AVONDALE

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT.

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE LAW
ENFORCEMENT TRAINING OPERATIONS BETWEEN THE TOWN OF
GILBERT AND THE CITY OF AVONDALE**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of the _____, 2022 ("Effective Date") between the TOWN OF GILBERT, an Arizona municipal corporation ("Gilbert"), and the CITY OF AVONDALE, an Arizona municipal corporation, ("Avondale"), collectively known herein as the "Parties" and each individually as "Party."

RECITALS

WHEREAS, the Parties are authorized pursuant to A.R.S. § 11-951, *et. seq.*, and the respective provisions of their Town/City charters, if any, and related code and ordinances to enter into intergovernmental agreements to carry out public agency services; and

WHEREAS the Parties all perform the function of law enforcement within their respective jurisdictions; and

WHEREAS the Parties have a need for cooperative law enforcement training operations between their respective jurisdictions.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

I. PURPOSE OF THE AGREEMENT:

The Parties desire to enter into this Agreement for the purpose of conducting joint law enforcement training or attending law enforcement training hosted by either Party. Such training may include, but is not limited to, recruit and in-service academy training and specialty schools for both sworn and civilian personnel.

II. DEFINITIONS:

- a. "Host Agency" means the Town/City sponsoring or conducting the training.
- b. "Non-Host Agency" means the Town/City that has sent recruits/employees to train at a Host Agency.

- c. “Partnering Non-Host Agency” means a governmental agency that is not a signed party to this Intergovernmental Agreement, but who has entered a substantially similar Intergovernmental Agreement with the Host Agency.

III. Duration, Renewal and Termination:

This Agreement shall become effective on the date it is adopted by the Parties, and shall terminate June 30, 2027. This Agreement shall automatically renew for additional five (5) year terms under the same terms and conditions, including any adopted amendments in effect at the time of renewal.

This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days written notice to the other Party. Notwithstanding the foregoing, if the Host Agency terminates this Agreement, such termination, unless for cause, shall not affect the continued participation of any Non-Host Agency personnel currently attending a training program.

IV. Fees for Training:

The Parties, by and through their respective Chief of Police, shall execute a Memorandum of Understanding (“MOU”) for each cooperative law enforcement training operation listing specific terms that the Non-Host Agency shall pay to the Host Agency for training that falls under the terms of this Agreement. Each such MOU shall be signed by both Parties prior to the start of training. If the training operation is to take place at the Gilbert Public Safety Training Facility (“PSTF”), fees pursuant to the PSTF Fee Schedule shall be included in the written MOU. If the training operation is to take place at a different Gilbert location, such fees shall be included in the MOU. In establishing those fees, the Parties may consider the nature and duration of the training, additional expenses associated with participation by the Non-Host Agency, non-monetary contributions by the Non-Host Agency in facilities, personnel or equipment, and the experience, value and goodwill inherent in the Parties training together. The Chief of Police of the Host Agency, or their designee, has the discretion to waive—in whole or in part—applicable fees for the Non-Host Agency, if it is determined to be in the best interest of the Host Agency or in exchange for in-kind services, goods, or materials.

V. Availability of Training:

Nothing in this Agreement requires either Party to host training or to provide seats in any particular training class to a Non-Host Agency or Partnering Non-Host Agency.

VI. Training Records:

The Host Agency will provide original training records for Non-Host personnel upon the completion of any training, completion of an in-service training academy, or termination of the recruits’ attendance from an in-service training academy or other training pursuant to this Agreement. The Host Agency will maintain records of lesson

plans, class rosters, and other documentation common to the class as a whole, according to applicable Arizona State Library and Archives records retention schedules.

VII. Equipment and Assistance With Training:

The Host Agency shall provide information to the Non-Host Agency that specifies the equipment and materials that the Non-Host Agency must provide to its employee(s) in order for the employee(s) to participate in the training program. The Non-Host Agency agrees to provide such equipment to its employee(s) as a condition of participating in the training program.

Upon reasonable request by the Host Agency and in consultation with and concurrence of the Non-Host Agency, the Non-Host Agency agrees to provide instructors or administrative assistance to the Host Agency. When the Non-Host Agency has facilities such as a driving track, firearm range, etc. that can facilitate a specific training, the Non-Host Agency agrees to allow the Host Agency to incorporate such facilities into the training when feasible and in the best interest of all Parties.

VIII. Discipline and Academic Requirements:

The Host Agency reserves the right—in its sole discretion—to decide whether the employees from the Non-Host Agency are maintaining the minimum requirements necessary to continue in the training. The Host Agency also retains the right—in its sole discretion—to remove a Non-Host Agency employee from training for training, academic, ethical, or disciplinary standards applicable to all law enforcement-training participants.

Host Agency, Non-Host Agency, and Partnering Non-Host Agency employees shall be treated in the same manner for purposes of training, academics, ethics and discipline. Should the need arise for an Internal Affairs investigation into the actions of a Non-Host Agency employee or a Partnering Non-Host Agency employee, the employer Agency will conduct the investigation of its own employee(s).

The Host Agency will have the sole authority over (1) the curriculum and content of instruction, (2) the training schedule and hours, (3) decisions about whether Non-Host employees should remain in the training, and (4) the implementation and execution of policies and procedures applicable to the training.

The Non-Host Agency understands, in certain training programs, the curriculum will consist of the standard Host Agency training. Although some facilitation of cross-training on Non-Host Agency materials may occur (when feasible), training based heavily on policy and procedure shall focus on the policies and procedures of the Host Agency.

The Host Agency will maintain communication with the Non-Host Agency on issues such as academics, physical fitness, discipline, Arizona POST requirements, or other concerns that impact an employees' ability to successfully complete the training program. The Host Agency will consult with the Non-Host Agency if/when an employee of the Non-

Host Agency is in jeopardy of being separated from a training program for performance issues.

IX. Agreement to Hold Harmless:

The Non-Host Agency shall indemnify, defend, and hold harmless the Host Agency and any of its departments, agencies, officers, or employees (collectively referred to in this paragraph as the “Host Agency”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including reasonable attorneys’ fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the Host Agency on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Non-Host Agency, its employees, officers, directors, agents, representatives, or contractors (or their employees, agents, or representatives) in connection with or incident to the performance of this Agreement. The Non-Host Agency’s obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the Host Agency, except the Non-Host Agency’s obligations under this paragraph do apply to any negligence of the Non-Host Agency which may be legally imputed to the Host Agency by virtue of the Host Agency’s ownership or possession of land. The Non-Host Agency’s obligations under this paragraph shall survive the termination of this Agreement.

X. Contract Administrator:

The Contract Administrators for this Agreement are the Training Lieutenants of the Parties’ Police Departments, or their designees.

XI. Notices:

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be in writing and mailed or delivered to the respective Parties as follows:

If to Gilbert:

Chief of Police
Gilbert Police Department
75 E. Civic Center Dr.
Gilbert, Arizona 85296

If to Avondale:

Chief of Police
City of Avondale Police Department
11485 West Civic Center Drive
Avondale, AZ 85323

With copy to:

City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323
Attn: Nicholle Harris, City Attorney

XII. Other Duties Imposed by Law:

Nothing in this Agreement shall be construed as relieving the Parties of any obligation or responsibility imposed on it by law.

XIII. Waiver of Terms and Conditions:

The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege contained herein, shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.

XIV. Conflict of Interest:

The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

XV. Compliance with Laws and Policies:

The Parties shall comply with all federal, state, local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

XVI. Employment Status and Compensation of Law Enforcement Officers:

The Parties shall each provide workers' compensation insurance, salary, benefits, appropriate equipment, and uniforms for their respective employees.

Except as otherwise provided by law, specifically A.R.S. § 23-1022(D), in the performance of this Agreement, each Party hereto will be acting in its individual governmental capacity and not as an agent, employee, partner, joint venture, or associate of the other. The employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party.

XVII. Workers' Compensation/Posting:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of Host, Non-Host, and Partnering Host Agencies training under this Agreement shall be deemed to be an employee of all agencies. The parent agency shall be solely liable for payment of workers' compensation benefits. The Host Agency agrees to provide any posting and notice to the employees, as required A.R.S. §23-1022(E) or otherwise provided by law.

XVIII. Compliance with Civil Rights:

The Parties to this Agreement agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.

XIX. Compliance with the E-VERIFY Program:

To the extent provisions of A.R.S. § 41-4401 are applicable, each Party warrants to the other Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

The Parties retain the legal right to inspect the papers of the other Party or any related subcontract, to ensure compliance with the warranty given above.

Either Party may conduct a random verification of the employment records of the other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Section must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XX. No Joint Venture:

It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties'

employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XXI. No Third-Party Beneficiaries:

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XXII. Non-Assignment:

Neither Party shall assign its interest in this Agreement, either in whole or in part.

XXIII. Severability:

If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

XXIV. Governing Law, Dispute Resolution, and Jurisdiction:

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and other costs of litigation.

XXV. Entire Agreement:

This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written, or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below:

Town of Gilbert

City of Avondale

Brigette Peterson, Mayor

Kenneth N. Weise, Mayor

ATTEST:

ATTEST:

Chaveli Herrera, Town Clerk

Marcella Carrillo, City Clerk

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of Gilbert, and has determined that this Agreement is in proper form and is within the powers and authority granted to Gilbert under the laws of the State of Arizona.

APPROVED AS TO FORM: The undersigned attorney acknowledges that they have reviewed the above agreement on behalf of the City of Avondale, and has determined that this Agreement is in proper form and is within the powers and authority granted to the City of Avondale under the laws of the State of Arizona.

Chris Payne, Town Attorney

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 1014-0222 - Title VI Implementation Plan Relating To Public Transportation Services

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4417

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

Avondale and its public transit partners are responsible for providing efficient and effective public transit programs for any and all people without discrimination.

PURPOSE:

City Council will consider a request to adopt Resolution 1014-0222, adopting the City of Avondale Title VI Implementation Plan relating to public transportation in order to ensure compliance with the applicable requirements and be entitled to receive federal funds for the transit program; the Title VI Implementation Plan will continue to provide the community with access to transit and transit amenities without regard to race, color, or national origin and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Phoenix and Valley Metro provide local and express transit services within the City of Avondale. Both Valley Metro and the City of Phoenix developed their updated Title VI reports which were approved by their respective Board and Council in late 2021. Member cities of Valley Metro, which includes Avondale, adopt sections of these approved City of Phoenix and Valley Metro plans for adoption into our own Title VI plan for regional consistency purposes.

The City of Phoenix is the designated recipient of Federal Transit Administration (FTA) funds for the region. The City of Avondale is a sub-recipient of FTA funds through Phoenix and has used the funds for providing transit services in the city. As a sub-recipient, Avondale is required to submit an updated Title VI program for transit services to the City of Phoenix every three years. Avondale previously submitted a Title VI update to the City of Phoenix in 2018.

DISCUSSION:

It is the responsibility of applicants, recipients, and subrecipients of Federal Transit Administration (FTA) assistance, to distribute transit services and related benefits in a manner consistent with Title VI. Section 601

of Title VI of the Civil Rights Act of 1964 states that “No person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” As a subrecipient of federal funds from the City of Phoenix, and to ensure compliance with the requirements of Title VI, the City of Avondale is required to implement a Title VI Plan and submit updates to the City of Phoenix every three years as part of the Triennial Review.

Ensuring fair and equitable access to transit services is a key priority for the City, as mobility is a quality-of-life issue for residents and visitors. This plan update provides guidelines to ensure service is planned, developed and implemented in a non-discriminatory manner. Furthermore, the City will take reasonable steps to provide meaningful access to services for persons with limited English proficiency, as outlined in the Language Assistance Plan portion of the Title VI Implementation Plan.

Major elements of the Title VI Implementation Plan are:

- Notice to the Public – This is Avondale’s notice to the public that we will operate our transit programs and services without regard to race, color, or national origin. This notice is posted in both English and Spanish on the City’s website and in public areas within the City.
- Complaint Procedures (English & Spanish) – This section of the report states that any person who believes she or he has been discriminated against on the basis of race, color, or national origin by Valley Metro or our transit service provider may file a Title VI complaint by completing and submitting the agency’s Title VI Complaint Form or by calling Valley Metro’s Customer Service. This complaint form is available on the City’s website in English and Spanish.
- Public Participation Plan – This states that the City of Avondale and Valley Metro are engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. This plan was developed and updated by Valley Metro in 2021 and will be adopted as part of our plan.
- Limited English Proficiency Plan (LEP) – City of Avondale will adopt Valley Metro’s LEP Plan (Language Assistance Plan – July 2021) for this update. Title VI of the Civil Rights Act and Executive Order 13166 (2000) defines the need to include persons with Limited English Proficiency (LEP) in the provision of full transit access. By federal definition, an LEP person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English. Valley Metro conducted a thorough LEP four-factor analysis and the resulting Language Access Plan to be utilized by all Valley Metro member agencies. This Language Access Plan, as set forth, will be utilized by the City of Avondale to ensure compliance with its obligations to Limited English Proficiency (LEP) persons under Title VI. The City of Avondale will provide language assistance to LEP persons in a competent and effective manner that will help ensure that our services are safe, reliable, convenient, and accessible to those persons.

BUDGET IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff is recommending that Council adopt a Resolution, adopting the Title VI Implementation Plan, and authorizes the Mayor, or City Manager and City Clerk to execute the necessary documents.

Contact person for document distribution: Harold Siguenza

RESOLUTION NO. 1014-0222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AND ADOPTING THE CITY OF AVONDALE TITLE VI IMPLEMENTATION PLAN RELATING TO PUBLIC TRANSPORTATION SERVICES.

WHEREAS, the Federal Transit Administration (“FTA”) provides financial assistance to local transit to develop new transit systems and improve, maintain and operate existing systems; and

WHEREAS, the FTA is responsible for ensuring that its grant funding recipients fully comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, national origin or disability; and

WHEREAS, the City of Phoenix, is the primary recipient of FTA grant funding and distributes said funds to the City of Avondale for public transportation programs; and

WHEREAS, the City of Avondale, as a sub-recipient, must develop, update and submit a Title VI Implementation Plan to the City of Phoenix to assist the City of Phoenix with its Title VI compliance requirements.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The City of Avondale Title VI Implementation Plan, dated February 2022-January 2025 (the “Plan”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Plan and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1014-0222

[Plan]

See following pages.



TITLE VI IMPLEMENTATION PLAN

Compliance Procedures
February 2022 – January 2025

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Title VI Policy Statement

The City of Avondale policy assures full compliance with Title VI of the Civil Rights act of 1964 and related statutes and regulations in all programs and activities. Title VI states that “no person shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination” under any City of Avondale sponsored program or activity. There is no distinction between the sources of funding.

City of Avondale also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. Furthermore, City of Avondale will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

When City of Avondale distributes Federal-aid funds to another entity/person, City of Avondale will ensure all subrecipients fully comply with City of Avondale Title VI Nondiscrimination Program requirements. The City Manager has delegated the authority to Matthew Dudley, Title VI Program Coordinator, to oversee and implement FTA Title VI requirements.

Cherlene Penilla, Acting City Manager

Title VI Notice to the Public

Notifying the Public of Rights Under Title VI **CITY OF AVONDALE**

The City of Avondale operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Avondale.

For more information on the City of Avondale's civil rights program, and the procedures to file a complaint, contact Matthew L. Dudley (623) 333-4458, (TTY (623)333-0010); email mdudley@avondaleaz.gov; or visit our administrative office at 11465 W. Civic Center Drive; Avondale, AZ 85323. For more information, visit www.avondaleaz.gov

A complainant may file a complaint directly with the City of Phoenix Public Transit Department or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: City of Phoenix Public Transit Department: ATTN: Title VI Coordinator, 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact 1-800-752-6906. Para información en Español llame: 1-800-752-6096.

Aviso al Público Sobre los Derechos Bajo el Título VI
CITY OF AVONDALE

City of Avondale (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964. El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, o país de origen.

Para obtener más información sobre la City of Avondale's programa de derechos civiles, y los procedimientos para presentar una queja, contacte Matthew L. Dudley (623)333-4458, (TTY (623)333-0010); o visite nuestra oficina administrativa en 11465 W. Civic Center Drive; Avondale, AZ 85323. Para obtener más información, visite www.avondaleaz.gov.

El puede presentar una queja directamente con City of Phoenix Public Transit Department o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: City of Phoenix Public Transit Department: ATTN Title VI Coordinator 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590

The above notice is posted in the following locations: City of Avondale City Hall, 11465 W. Civic Center Drive, Avondale, AZ, 85323

This notice is posted online at <http://www.avondaleaz.gov/transit>

Title VI Complaint Procedures

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 which requires that “no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

How do I file a complaint?

Any person who believes that he or she has been excluded from participation in, been denied the benefits of, or otherwise subjected to unlawful discrimination under any Valley Metro or City of Phoenix service, program or activity, and believes the discrimination is based upon race, color or national origin, may file a formal complaint with Valley Metro Customer Service or directly with the City of Phoenix. This antidiscrimination protection also extends to the activities and programs of Valley Metro’s and City of Phoenix’s third-party Transit Service Provider (TSP) contractors. Valley Metro and the City of Phoenix use the Customer Assistance System (CAS) to capture all complaints received for the regional transit system. Any such complaint must be filed within 180 days of the alleged discriminatory act (or latest occurrence).

To submit a complaint online, complete the online complaint form at the following link:
www.valleymetro.org/form/title-vi-complaint-form

Complaints can also be submitted in writing using the Title VI complaint form, or by calling Customer Service at (602) 253-5000, TTY: (602) 251-2039. Completed and signed forms should be mailed to:

Regional Public Transportation Authority
4600 East Washington Street, Suite 101
Phoenix, AZ 85034
Email: csr@valleymetro.org
Phone: (602) 253-5000
TTY: (602) 251-2039

The compliant form is located on our website:
<https://www.valleymetro.org/about/civil-rights>

To file a complaint directly with the City of Phoenix:

Attention: Title VI Coordinator
City of Phoenix Public Transit Department
302 N. 1st Avenue, Suite 900
Phoenix, AZ 85003
Email: PHXTransitEO@phoenix.gov
Phones: (602) 262-7242
<https://www.phoenix.gov/publictransit/title-vi-notice>

Individuals may also file complaints directly with the Federal Transit Administration (FTA) within the 180-day timeframe:

Federal Transit Administration (FTA)
Attention: Title VI Coordinator
East Building, 5th Floor –TCR
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Customer Service

Complaints received by Valley Metro Customer Service representatives or by the City of Phoenix Title VI Coordinator will be documented and assigned to the appropriate Transit Service Provider (TSP) (operator or administrator of the service) responsible for investigation in accordance with federal standards (28 CFR Part 35 and FTA Circular 4702.1B). The TSP has 30 days to investigate each complaint. If more information is needed to resolve the case, the TSP may contact the complainant and request additional information. Complainants must provide additional information within 10 days of the request or the complaint may be deemed undeterminable and will be administratively closed. Cases may also be administratively closed if a complainant informs Valley Metro or the City of Phoenix that they no longer wish to pursue the complaint. Requests to close a complaint can be requested by phone, email or in writing (see contact information above). Complaints may be administratively closed for non-responsiveness by the complainant.

Following the investigation, all complaints shall be concluded with a determination entered in the CAS system. The determination entry shall state the investigation determined the complaint was valid¹, invalid², or undeterminable³. If the investigation determines the alleged Title VI complaint violations of race, color or national origin discrimination are valid, a detailed corrective resolution to remedy the situation shall be provided to the complainant. If the investigation results determine there was no alleged Title VI discrimination based on race, color or national origin, the case will be closed. The complainant shall be notified of the investigation results in the manner identified (email or phone). A complainant can appeal the decision within 60 days of notification of the investigation results. Appeals must be submitted to Valley Metro or the City of Phoenix.

All Title VI complaints and investigations are reviewed by Valley Metro, the Customer Service Administrator (CSA), and City of Phoenix staff.

For more information on Valley Metro's Title VI Program and procedures by which to file a complaint, contact the Title VI Coordinator at (602) 322-4514.

For more information on the City of Phoenix's Civil Rights Program and the procedures by which to file a complaint, contact the Title VI Coordinator at (602) 262-7242.

1. Valid: fact based, binding, acceptable, enforceable
2. Invalid: null and void, unacceptable, unenforceable
3. Undeterminable: incapable of being decided, settled, or fixed; not determinable

Requesting Information

Note: To request information in alternative formats, please contact Customer Service at csr@valleymetro.org or phone: (602) 253-5000 or City of Phoenix (602) 262-7242, TTY: (602) 251-2039

Tracking a Title VI Compliant

As complaints are received, they are logged into the CAS system. Within 24 to 48 hours of logging the complaint, Valley Metro CSA assigns the complaint to the appropriate TSP for investigation and documentation.

The TSP has 30 days to complete their investigation, including obtaining additional information needed from the complainant to investigate or to resolve the case. The investigator will follow the complaint process, and once the investigation is concluded, the case resolution will be documented in the CAS.

The CAS system is programmed to notify the CSA if a complaint has not been responded to within the required time frame. Upon system notification, the CSA will send out a reminder notice to the appropriate TSP that the case is not yet resolved or closed out.

Once the case has been resolved the complainant will receive a response in the manner identified.

Valley Metro and the City of Phoenix monitors the process monthly to ensure Title VI complaints are fully investigated, adequately documented, and that the complainant was responded to in the manner requested. Should an inaccuracy be found, Valley Metro and/or the City of Phoenix will work with CSA and the appropriate TSP to reopen the complaint for further investigation until resolution or completion.

Investigating a Title VI Complaint

Each documented Title VI investigative report must address each of the “Five Federal Investigative” steps found in 28 CFR, Part 35 and FTA Circular 4702.IA. The seven steps are:

STEP ONE: The TSP will review the complaint information entered into CAS by Valley Metro Customer Service staff. Any new issues identified during the investigation should also be documented in CAS.

STEP TWO: Interviews and collections of facts.

- TSP identifies respondents to interview, if needed.
- TSP interviews respondents identified and documents details from the interviews in CAS.
- Investigate every “issue” (stated in the “statement of issues noted in step one).
- Separate facts from opinions.

“Respondent” is not confined to the transit vehicle operator. “Respondent” is defined as *any* source of information that can contribute to the investigation, such as:

- Complainant
- Operator

- Radio/Dispatch/OCC reports
- Maintenance staff
- City Transit staff
- Witnesses
- Other transit employees

The TSP identified, collects, and reviews other information and/or documents that provide facts for the investigation. Any applicable information is to be documented in CAS. Documents to review can include:

- GPS tracking software and programs
- Maintenance records
- Spotter reports
- Video (camera) and/or audio recordings
- Courtesy cards
- Incident reports (supervisor, transit police, fare/security inspectors)

STEP THREE: TSP documents pertinent regulations, rules, policies, and procedures that apply to the investigation in CAS under the case number assigned.

Pertinent regulations, rules, policies, and procedures may include:

- Title VI requirements
- Company rules and procedures
- Valley Metro and City of Phoenix policies and service standards
- Contractual requirements

STEP FOUR: Complaint Determination.

- TSP compares each fact from “findings of fact” to the list of regulations, rules, etc.
- TSP makes a fact-based determination of alleged violation(s).

STEP FIVE: Description of resolution for each valid violation.

- TSP describes specific corrective actions for *each* violation found
- TSP documents follow-up action, if applicable
- TSP documents the complaint resolution in CAS

TSP Complaint Resolution(s):

- Must include specific complaint resolutions for each valid violation noted.
- Document a follow-up action plan, where applicable.
- If no valid violations are found, note policies, procedures, etc. reviewed during the investigation and with transit operator.
- Documented complaint information should always include staff initials, title, and dates.

Response to Customer

TSP will respond to the Customer in the manner identified and will document the response provided in CAS under the case number assigned.

Procedimientos de Quejas del Título VI

¿Qué es el Título VI?

El Título VI es una sección del Decreto de los Derechos Civiles de 1964 que requiere que “ninguna persona en los Estados Unidos deberá, basándose en su raza, color u origen nacional, ser excluida de participar en, ser denegada de los beneficios de, o verse sujeta a discriminación bajo cualquier programa o actividad recibiendo asistencia financiera federal.”

¿Cómo registro una queja?

Cualquier persona que crea que ha sido excluida de la participación en, se le hayan denegado los beneficios de, o de otra manera se haya visto sujeta a discriminación ilegal bajo cualquier servicio, programa o actividad de Valley Metro o de la Ciudad de Phoenix, y crea que la discriminación se basa en raza, color u origen nacional, puede registrar una queja formal con el Servicio al Cliente de Valley Metro o directamente con la Ciudad de Phoenix. Esta protección antidiscriminatoria también se extiende a las actividades y los programas de los contratistas terceros Proveedores de Servicios de Transporte (TSP por sus siglas en inglés) de Valley Metro y la Ciudad de Phoenix. Valley Metro y la Ciudad de Phoenix usan el Sistema de Asistencia al Cliente (CAS por sus siglas en inglés) para capturar todas las quejas recibidas por el sistema regional de transporte. Cualquier queja de este tipo debe registrarse dentro de los 180 días del presunto acto discriminatorio (o de la última vez que haya ocurrido).

Para enviar una queja en línea, llene la forma de quejas en línea en el siguiente enlace:

www.valleymetro.org/form/title-vi-complaint-form

Las quejas también se pueden registrar por escrito usando la forma de quejas del Título VI, ó llamando a Servicio al Cliente al (602) 253-5000, TTY: (602) 251-2039. Las formas llenas y firmadas se deben enviar por correo postal a:

Regional Public Transportation Authority 4600
East Washington Street, Suite 101
Phoenix, AZ 85034
Correo electrónico: csr@valleymetro.org
Teléfono: (602) 253-5000
TTY: (602) 251-2039

La forma de la queja se encuentra en nuestro sitio web:

<https://www.valleymetro.org/about/civil-rights>

Para registrar una queja directamente con la Ciudad de Phoenix:

Attention: Title VI Coordinator
City of Phoenix Public Transit Department 302 N.
1st Avenue, Suite 900
Phoenix, AZ 85003

Correo electrónico: PHXTransitEO@phoenix.gov
Teléfono: (602) 262-7242
<https://www.phoenix.gov/publictransit/title-vi-notice>

Los individuos también pueden registrar quejas directamente con la Administración Federal de Transporte (FTA por sus siglas en inglés) dentro de un período de tiempo de 180 días:

Federal Transit Administration (FTA)
Attention: Title VI Coordinator
East Building, 5th Floor –TCR
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Servicio al Cliente

Las quejas recibidas por los representantes de Servicio al Cliente de Valley Metro o por el Coordinador del Título VI de la Ciudad de Phoenix serán documentadas y asignadas al Proveedor de Servicios de Transporte (TSP por sus siglas en inglés) (operador o administrador del servicio) apropiado responsable de la investigación en conformidad con los estándares federales (28 CFR Parte 35 y Circular 4702.1B de la administración FTA). El proveedor TSP tiene 30 días para investigar cada queja. Si se necesita más información para resolver el caso, el proveedor TSP puede ponerse en contacto con el/la reclamante y solicitar información adicional. Los reclamantes deben proporcionar la información adicional dentro de los 10 días posteriores a la solicitud o la queja puede considerarse indeterminable y se cerrará administrativamente. Los casos también se pueden cerrar administrativamente si un/a reclamante informa a Valley Metro o a la Ciudad de Phoenix que ya no desea continuar con la queja. Las solicitudes para cerrar una queja se pueden hacer por teléfono, por correo electrónico o por escrito (vea arriba la información de contacto). Las quejas se pueden cerrar administrativamente si el/la reclamante falle en responder.

Después de la investigación, todas las quejas deberán ser concluidas con una determinación ingresada al sistema CAS. La entrada de la determinación deberá indicar que la investigación determinó que la queja era válida¹, inválida² ó indeterminable³. Si la investigación determina que las presuntas infracciones de la queja bajo el Título VI de discriminación por raza, color u origen nacional son válidas, se deberá proveer al/la reclamante una resolución correctiva detallada para remediar la situación. Si los resultados de la investigación determinan que no hubo una presunta discriminación bajo el Título VI basada en raza, color u origen nacional, el caso se cerrará. El/la reclamante deberá ser notificado/a de los resultados de la investigación en la forma identificada (correo electrónico o teléfono). Un/a reclamante puede apelar la decisión dentro de los 60 días siguientes a la notificación de los resultados de la investigación. Las apelaciones se deben enviar a Valley Metro o a la Ciudad de Phoenix.

Todas las quejas e investigaciones del Título VI son revisadas por Valley Metro, el Administrador de Servicio al Cliente (CSA por sus siglas en inglés), y el personal de la Ciudad de Phoenix.

Para más información sobre el Programa del Título VI de Valley Metro y los procedimientos para registrar una queja, llame al Coordinador del Título VI al (602) 322- 4514.

Para más información sobre el Programa de Derechos Civiles de la Ciudad de Phoenix y los procedimientos para registrar una queja, llame al Coordinador del Título VI al (602) 262-7242.

¹ Válida: basadas en los hechos, vinculante, aceptable, ejecutable

² Inválida: nula e inválida, inaceptable, inejecutable

³ Indeterminable: incapaz de llegar a una decisión, asentada, o solucionada; no es determinable

Solicitando Información

Nota: Para solicitar información en formatos alternativos, por favor comuníquese con Servicio al Cliente en csr@valleymetro.org o por teléfono: (602) 253-5000 ó con la Ciudad de Phoenix al (602) 262-7242, TTY: (602) 251-2039

Rastreando Una Queja del Título VI

A medida que se van recibiendo las quejas, éstas son ingresadas al sistema CAS. Dentro de 24 a 48 horas de registrar la queja, el administrador CSA de Valley Metro asigna la queja al proveedor TSP apropiado para su investigación y documentación.

El proveedor TSP tiene 30 días para completar su investigación, incluyendo la obtención de la información adicional necesaria del/la reclamante para investigar o para resolver el caso. El investigador seguirá el proceso de quejas, y una vez que concluya la investigación, la resolución del caso se documentará en el sistema CAS.

El sistema CAS está programado para notificarle al administrador CSA si una queja no ha sido contestada dentro del plazo requerido. Tras la notificación del sistema, el administrador CSA enviará un aviso de recordatorio al proveedor TSP correspondiente de que el caso aún no se ha resuelto o cerrado.

Una vez resuelto el caso, el/la reclamante recibirá una respuesta en la forma identificada.

Valley Metro y la Ciudad de Phoenix monitorean el proceso mensualmente para asegurar que las quejas del Título VI se investiguen a fondo, se documenten adecuadamente, y se le conteste al/la respondiente de la manera solicitada. En caso de que se encuentre un error, Valley Metro y/o la Ciudad de Phoenix trabajarán con el administrador CSA y el proveedor TSP apropiado para volver a abrir la queja para una investigación adicional hasta su resolución o finalización.

Investigando Una Queja del Título VI

Cada reporte de investigación documentado del Título VI debe abordar cada uno de los “Cinco Pasos de Investigaciones Federales” que se encuentran en 28 CFR, Parte 35 y la Circular 4702.IA de la administración FTA. Los siete pasos son:

PASO UNO: El proveedor TSP revisará la información de la queja ingresada al sistema CAS por el personal de Servicio al Cliente de Valley Metro. Cualquier nuevo asunto identificado durante la investigación también se debe documentar en el sistema CAS.

PASO DOS: Entrevistas y recolecciones de los hechos.

- El proveedor TSP identifica a los respondientes a ser entrevistados, si es necesario.
- El proveedor TSP entrevista a los respondientes identificados y documenta los detalles de las entrevistas en el sistema CAS.
- Se investiga cada “asunto” (indicado en la declaración de asuntos que se indica en el paso uno).
- Se separan los hechos de las opiniones.

El/la “respondiente” no se limita al/la conductor/a del vehículo de transporte. El/la “respondiente” se define como *cualquier* fuente de información que pueda contribuir a la investigación, tal como:

- Reclamante
- Conductor/a
- Reportes de radio/despacho/OCC
- Personal de mantenimiento
- Personal de Transporte de la Ciudad
- Testigos
- Otros empleados de transporte

El proveedor TSP identifica, recopila, y revisa otra información y/o documentos que provean los hechos para la investigación. Cualquier información aplicable se debe documentar en el Sistema CAS. Los documentos por revisar pueden incluir:

- Software y programas de rastreo GPS
- Registros de mantenimiento
- Reportes de observador “Spotter”
- Grabaciones de video (cámara) y/o audio
- Tarjetas de cortesía
- Reportes de incidentes (supervisor, policía de transporte, inspectores de pasajes/seguridad)
- Historial de la ruta
- Otros documentos que el proveedor TSP considere apropiados

PASO TRES: El proveedor TSP documenta las regulaciones, reglas, normas, y procedimientos pertinentes que sean aplicables a la investigación en el sistema CAS bajo el número de caso asignado. Las regulaciones, reglas, normas y procedimientos pertinentes pueden incluir:

- Requerimientos del Título VI
- Reglas y procedimientos de la compañía
- Normas y estándares de servicio de Valley Metro y la Ciudad de Phoenix
- Requerimientos contractuales

PASO CUATRO: Determinación de la queja

- El proveedor TSP compara cada hecho de “hallazgos de hechos” con la lista de regulaciones, reglas, etc.
- El proveedor TSP hace una determinación basada en hechos de la/s presunta/s infracción/es.

PASO CINCO: Descripción de la resolución para cada infracción válida.

- El proveedor TSP describe las acciones correctivas específicas para *cada* infracción que haya sido encontrada
- El proveedor TSP documenta la acción de seguimiento, si es aplicable
- El proveedor TSP documenta la resolución de la queja en el sistema CAS

Resolución/es de Quejas del Proveedor TSP:

- Debe incluir resoluciones específicas a las quejas para cada infracción válida anotada.
- Documentar un plan de acción de seguimiento, cuando sea aplicable.
- Si no se encuentran infracciones válidas, anotar las normas, los procedimientos, etc. revisados durante la investigación y con el/la conductor/a de transporte.
- La información documentada de la queja siempre debe incluir las iniciales del personal, el título, y las fechas.

Respuesta al/la Cliente

El proveedor TSP le contestará al/la Cliente de la manera identificada y documentará la respuesta provista en el sistema CAS bajo el número de caso asignado.

Title VI Complaint Forms

TITLE VI COMPLAINT FORM

Any person who believes that he or she has been discriminated against by Valley Metro or City of Phoenix or any of its service providers and believes the discrimination was based upon race, color or national origin, may file a formal complaint with Valley Metro Customer Service.

Please provide the following information to process your complaint. Alternative formats and languages are available upon request. You can reach Customer Service at 602.253.5000 (TTY: 602.251.2039) or via email at csr@valleymetro.org.

SECTION 1: CUSTOMER INFORMATION

First Name: _____ Last Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Email: _____ Preferred method of contact: ☐ Phone ☐ Email

SECTION 2: INCIDENT INFORMATION

Date of Incident: _____ Time of Incident: _____ ☐ AM ☐ PM City: _____
Incident Location: _____ Direction of Travel: _____
Route #: _____ Bus/Light Rail/Streetcar #: _____
Service Type: ☐ Local Bus ☐ Express/RAPID ☐ Circulator/Connector ☐ Light Rail ☐ Streetcar ☐ Dial-a-Ride
Operator Name: _____
Operator Description: _____
What was the discrimination based on (Check all that apply): ☐ Race ☐ Color ☐ National Origin ☐ Other _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. You may also attach any written materials or other information relevant to your complaint.

Have you filed this complaint with the Federal Transit Administration (FTA)? ☐ Yes ☐ No
If yes, please provide information about a contact person at the FTA where the complaint was filed:

Name: _____ Title: _____
Address: _____ Phone: _____

Have you previously filed a Title VI complaint with this agency? ☐ Yes ☐ No
Signature and date required below:

Signature _____
Date _____



FORMA DE RECLAMACIÓN BAJO EL TÍTULO VI

Cualquier persona que crea que ha sido discriminada por Valley Metro o la Ciudad de Phoenix o por cualquiera de sus proveedores de servicios y cree que la discriminación fue basada en su raza, color u origen nacional, puede registrar una queja formal ante el Servicio al Cliente de Valley Metro.

Por favor provea la siguiente información para procesar su queja. Hay formatos e idiomas alternativos disponibles si se solicitan. Usted se puede comunicar con el Servicio al Cliente llamando al 602.253.5000 (TTY: 602.251.2039) o por correo electrónico a csr@valleymetro.org.

SECCIÓN 1: INFORMACIÓN DEL CLIENTE

Nombre: _____ Apellido: _____
Domicilio: _____
Ciudad: _____ Estado: _____ Código Postal: _____
Teléfono del Hogar: _____ Teléfono Celular: _____
Correo Electrónico: _____ Método preferido de contacto: ☐ Teléfono ☐ Correo Electrónico

SECCIÓN 2: INFORMACIÓN SOBRE EL INCIDENTE

Fecha del Incidente: _____ Hora del Incidente: _____ ☐ AM ☐ PM Ciudad: _____
Ubicación del Incidente: _____ Dirección del Viaje: _____
Ruta #: _____ Autobús/Tren Ligero/Tranvía #: _____
Tipo de Servicio ☐ Autobús Local ☐ Express/RAPID ☐ Circulador/Conector ☐ Tren Ligero ☐ Tranvía ☐ Dial-a-Ride
Nombre del/la Operador/a: _____
Descripción del/la Operador/a: _____
¿En qué se basó la discriminación? (Marque todo lo que sea aplicable):
☐ Raza ☐ Color ☐ Origen Nacional ☐ Otro _____

Explique lo más claramente posible lo que sucedió y por qué cree usted que se le discriminó. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la/s persona/s que le discriminó/aron (si los conoce), así como los nombres y la información de contacto de cualquier testigo. Si se necesita más espacio, por favor use el reverso de esta forma. Usted también puede adjuntar cualquier material por escrito u otra información relevante a su queja.

¿Ha usted registrado esta queja ante la Administración Federal de Transporte (FTA por sus siglas en inglés)? ☐ Sí ☐ No
Si contestó Sí, por favor provea información sobre una persona de contacto en la administración FTA donde se registró la queja:

Nombre: _____ Título: _____
Domicilio: _____ Teléfono: _____

¿Ha usted registrado previamente una queja bajo el Título VI ante esta agencia? ☐ Sí ☐ No
Firma y fecha requeridas abajo:

Firma _____
Fecha _____



Title VI Investigations, Complaints, and Lawsuits

This form will be submitted annually. If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

Description/Name	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, national origin or disability)	Status	Action(s) Taken (Final findings?)
Investigations				
1)				
2)				
Lawsuits				
1)				
2)				
Complaints				
1)				
2)				

☒ City of Avondale has not had any Title VI complaints, investigations, or lawsuits in 2018-2021.

Avondale

Avondale Transportation Services



PUBLIC PARTICIPATION PLAN

City of Avondale & Valley Metro

February 2022 – January 2025



City of Avondale/Valley Metro is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys.

The City of Avondale anticipates that its transit-related programs and activities will change during the next year. When the proposed changes occur, the City will utilize Valley Metro's Title VI Public Participation Plan.

Public Meetings:

- (1) Public meetings are scheduled to increase the opportunity for attendance by stakeholders and the general public. This may require scheduling meetings during non-traditional business hours, holding more than one meeting at different times of the day or on different days, and checking other community activities to avoid conflicts.
- (2) When a public meeting or public hearing is focused on a planning study or program related to a specific geographic area or jurisdiction within the region, the meeting or hearing is held within that geographic area or jurisdiction.
- (3) Public meetings are held in locations accessible to people with disabilities and are located near a transit route when possible.

Non-elected Committees Membership Table

A sub recipient who selects the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

Table Depicting Membership of Committees, Councils, Broken Down by Race

Body	Caucasian	Latino	African American	Asian American	Native American
Population	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
TYPE THE NAME OF THE COMMITTEE HERE	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
TYPE THE NAME OF THE COMMITTEE HERE	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
TYPE THE NAME OF THE COMMITTEE HERE	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%

☒ City of Avondale does NOT select the membership of any transit-related committees, planning boards, or advisory councils.

Monitoring for Subrecipient Title VI Compliance

The City of Avondale does NOT currently have subrecipients and therefore does NOT monitor subrecipients for Title VI compliance. In the event subrecipients come under the control of the City of Avondale, the City will adopt and implement a policy and procedure which ensures that all subrecipients comply with their obligations under Title “VI and any other applicable federal and state laws, regulations, and rules.

Title VI Equity Analysis

A subrecipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. “Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the sub recipient organization receives any FTA dollars, it must comply with this requirement.

The City of Avondale has no current or anticipated plans to develop new transit facilities covered by these requirements.

Regional System Wide Standards and Policies

The City of Avondale follows a multiple phase Transit Standards and Performance Measures (TSPM) guided by Valley Metro. These standards fall in line with federal and state requirements. The TSPM help manage our regionally funded transit services and investments like bus stops, park-and-ride facilities and future light rail destinations. The following three phase approach is posted on Valley Metro's Website.

Phase I

The first phase in the plan establishes service provision goals to guide the development of Valley Metro's TSPM. This phase established standardized transit service types, operating characterized for each service type and bus stop spacing standards.

Phase II

The second phase focuses on the development of transit service performance measures, transit service thresholds, application principles and implementation standards for new service.

Phase III

The third phase establishes standard and performance measures for regionally funded transit vehicles such as buses and light rail vehicles and transit facilities including bus stops and park-and-ride facilities.

As of February 2022, the City of Avondale has all of their service provided by Valley Metro and will follow their Regional System Wide Standards and Policies. Please see Attachment C for a copy of their policy.

The only part of their policy that will not apply is the Distribution of Transit Amenities. The City of Avondale will use the following policy.

Transit Amenities refer to fixed items of comfort and convenience available to the general riding public such as shelter placement, signage, benches and trash can placement. Generally, individual municipalities are responsible for the provision, monitoring and maintenance of shelters, bus stop signs, benches and other amenities. The following sections briefly summarize the City's policies or standards that govern the deployment of amenities on the City's transit system. Avondale policy is to review and ensure amenities are placed within the City without regard to race, color, national origin, or income considerations.

Shelter Placement – City of Avondale continues to use ridership as the primary criterion for determining shelter placement. A variety of bus shelter shapes and sizes are available to address site restrictions, opportunities, and ridership needs.

The following criteria should be used as a guide in the placement of customer shelters:

- Shelters should be placed at all established park and ride lots.
- A shelter should “aesthetically fit” its surroundings where economically feasible
- Shelters can be standardized to some degree for possible cost effectiveness via quantity purchase prices, for maintenance purposes or to maintain aesthetic continuity
- Shelters should be installed at major transfer points between routes

- Shelters should include amenities such as display space for route maps and schedules, benches, trash cans and lighting.

Signage – All bus stops shall feature signs mounted in a uniform manner to identify the area as a stop and provide readable and accurate information.

Benches – Ridership figures are used to determine seating requirements while the built environment often dictates seating options.

Trash Can Placement – Trash cans are only placed at sheltered bus stops with high ridership and must not infringe upon the ADA pad or pedestrian pathway.

Service and Fare Policy Changes

The City of Avondale has not implemented any major service changes since 2018. If a major service change were to occur, Valley Metro on behalf of the City of Avondale would conduct a number of public outreach events and solicit public comment throughout the region.

Board Approval for the Title VI Program

ATTACH A COPY OF THE BOARD MEETING MINUTES HERE

Avondale

Avondale Transportation Services



PLEASE SEE ATTACHMENT A FOR VALLEY METRO'S PUBLIC PARTICIPATION PLAN

PUBLIC PARTICIPATION PLAN

City of Avondale & Valley Metro

February 2022 – January 2025





Valley Metro Public Participation Plan 2021

Introduction

The regional transit public input/outreach process is conducted by Valley Metro for various transit-related activities and actions. Throughout the year, Valley Metro conducts public outreach activities related to capital projects, transit service changes, fare changes, and other transit-related events. This Title VI Public Participation Plan was established to ensure inclusion of the public throughout the Phoenix metropolitan community in accordance with the content and considerations of Title VI of the Civil Rights Act of 1964. Federal regulations state that recipients of federal funding must “promote full and fair participation in public transportation decision-making without regard to race, color or national origin.” Valley Metro uses this Plan to ensure involvement of low-income, minority and limited English proficient (LEP) populations, following guidance from the Title VI Requirements and Guidelines for Federal Transit Administration Recipients Circular¹ (Circular).

Involving the public in Valley Metro practices and decision-making processes provides helpful information to improve the transit system to better meet the needs of the community. Although public participation methods and extent may vary with the type of plan, program and/or service under consideration, as well as the resources available, a concerted effort to involve all affected parties will be conducted in compliance with this Plan along with federal regulations. To include effective strategies for engaging low-income, minority and LEP populations, the Circular suggests that the following may be considered:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities.
- Employing different meeting sizes and formats.
- Coordinating with community- and faith-based organizations, educational institutions and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Considering transit information in publications and through communication channels that serve LEP populations.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

¹ United States Department of Transportation, Federal Transit Administration, Circular 4702.1B.

Valley Metro currently practices all these strategies, in compliance with federal regulations, so that minority, low-income and LEP populations have ready access to information and meaningful opportunities to engage in planning activities and provide input as part of the decision-making process.

Typical Public Participation Opportunities

Valley Metro provides opportunities to share information or receive public input through a variety of methods for public participation utilized to engage low-income, minority and LEP populations through many outlets.

Meeting Planning: For planning efforts, including fare and service changes, public meeting locations are held at a centralized location near the affected route or project area and bilingual staff is available. Public notices and announcements are published in minority-focused publications— some examples include: the *Arizona Informant* (African American community), *Asian American Times* (Asian American community), *La Voz* and *Prensa Arizona* (Hispanic community). Press releases are also sent to these media sources regarding fare changes, service changes and other programs. All printed materials are available in English and Spanish and translated, as requested, in any other languages.

Rider Satisfaction Survey: A key participation effort, the Rider Satisfaction Survey, is conducted approximately every two years. This survey is administered on transit routes across the region, reaching transit riders living in minority and/or low-income communities. The survey, administered in English and Spanish, measures rider satisfaction with transit services and captures comments for improvements.

Valley Metro Customer Service: Throughout the year, minority, low-income and LEP populations have access to information through the Valley Metro Customer Service. Valley Metro Customer Service is open 5 a.m. - 10 p.m., Monday through Friday; 6 a.m. - 8 p.m. on Saturdays; and 8 a.m. - 5 p.m. on Sundays and designated holidays. Customer Service staff is multilingual.

Website: Information including meeting announcements, meeting materials and other program information is available on valleymetro.org in both English and Spanish. If users would like information in another language, Valley Metro features Google Translate on its website. This allows Valley Metro to reach citizens in five languages with information on transportation services, proposed service changes and other programs.

Public Participation Methods

Valley Metro uses several specific public involvement techniques to ensure that minority, low-income and LEP persons are involved in transit decisions. Using public involvement, media outlets and print or electronic materials, Valley Metro disseminates information regarding planning efforts. These efforts include the activities described below.

A full list of potential outreach methods is found in Appendix A.

Common Best Practices:

- Public meetings, hearings and open houses are held regularly at community-familiar and centralized locations with public transportation access and at convenient times, in collaboration with city partners. These meetings provide an opportunity to meet with citizens and receive their comments and questions on proposed service changes and other programs. For each program, Valley Metro varies its meeting format to best engage the targeted population.
- Valley Metro has staff available at public meetings, hearings, events and open houses to answer questions and receive comments in both English and Spanish. Valley Metro also uses court reporters to record verbal comments at public hearings.
- Outreach for biannual service changes and other programs are conducted at or near the affected area— for example, along an affected bus route or at an affected transfer location— thus targeting the population that may be most affected by proposed changes to service or routes. Often, these efforts are also executed at transit stops, community centers, civic centers or major transfer locations.
- Coordination with community- and faith-based organizations, educational institutions and other organizations occurs regularly. These coordination efforts assist Valley Metro in executing public engagement strategies that reach out to members of the population that may be affected.
- All public meeting notices for biannual service changes and other programs are translated to Spanish. Notices regarding Valley Metro projects and programs are widely distributed to the public through multiple methods as established by the project team. A full list of potential outreach methods is found in Appendix A.
- Valley Metro publishes advertisements of any proposed service or fare change in minority publications to make this information more easily available to minority populations. Additionally, Valley Metro sends press releases regarding service changes and other programs to Spanish-language media. Depending on the level of impact, a formal media/communications plan can be developed to coordinate overall messaging across multiple stakeholders.
- Valley Metro offers online participation via social media, webinar and email input as an alternative opportunity for comment. Online meetings or hearings are recorded and uploaded to the Valley Metro YouTube channel and/or website.
- Major surveying efforts are conducted in both English and Spanish to ensure that the data collected is representative of the public.
- Valley Metro Customer Service is multilingual.

- All comments are documented in a centralized database. Comment summary information is provided to Valley Metro's city partners for review and is also presented to the Valley Metro Board of Directors for consideration when acting upon proposed service changes.
- A public hearing is a formal presentation to the public on specific proposal or subject. Public testimony is recorded into the official record. The rules governing a public hearing are more formal than that of a public meeting, where a variety of tools and techniques may be used to gather feedback from the public. A public hearing may take place in-person, via teleconference, or online. Public comment must be recorded and transcribed, either via electronic means or a court reporter.

A public hearing is required during:

- The development of an Environmental Impact statement.
- A Major Service Change, as defined by the Major Service Change & Service Equity Policy.

Conclusion

Valley Metro conducts public outreach throughout the year to involve the public with agency activities and transit planning processes. Using a variety of communication techniques such as facilitating meetings at varied times and locations, using multiple formats, placing print and digital materials across multiple channels and providing opportunities via phone and online to share or collect input, Valley Metro ensures that outreach efforts include opportunities for minority, low-income and LEP populations who may be impacted by the activity or transit planning process are integrated into the decision-making process. Valley Metro will continue to involve all communities to be inclusive of all populations throughout the metropolitan Phoenix area and to also comply with federal regulations. Valley Metro will continue to monitor and update this Inclusive Public Participation Plan as part of the Title VI Program, which is updated triennially.

Appendix A

Valley Metro reviews public outreach needs with the project/initiative team as part of the initial development of the designated Public Involvement Plan. Major tactics are outlined to develop the overall timeline. Depending upon the scope of the project, program or announcement, public participation methods are customized to ensure that the public is involved in the decision-making process.

A list of commonly used outreach tools, as well as their definition and associated Valley Metro standard of best practice, is listed below.

Outreach Tool	Definition and Best Practices
Public Hearing	A formal meeting with a set agenda during which a presentation is given, and public testimony/feedback is heard and recorded. Can take place in-person, via teleconference, or online. For public hearings, adequate notice to the public is defined as a minimum of 30 days to the hearing date. A hearing is advertised with an appropriate outreach tactic at least four times within 30 days of the meeting date. Public comment must be recorded and transcribed, either via electronic means or via a court reporter.
Public Meeting	A meeting during which material is presented and public comment is heard and recorded. The material may be offered via a presentation, workshop or “open house.” Can take place in-person, via teleconference, or as a webinar online. For public meetings, adequate notice to the public is defined as a minimum of 15-days prior to the meeting date. A meeting is advertised at least twice via an appropriate outreach tactic within 15 days of the meeting date.
Display Ads in Print Media	A paid advertisement in the newspapers or other print media to alert readers about an upcoming event or action.
Website/Online Social Media	Information on projects or initiatives located on the Valley Metro website or Valley Metro social channels (Instagram, Facebook, Twitter)
Stakeholder meetings	Information provided to local, targeted individuals or groups particularly affected by project. The presentation may be formal, a workshop or in “open house” style. Typically, stakeholder meetings are invitation-only and so do not need to be publicly advertised beforehand. Can take place in-person, via teleconference, or as a webinar online.

Mobile Device Alerts	Electronic push notifications to alert customers to important information on projects or service changes via Valley Metro-owned mobile apps (AlertVM, ConstructVM, mobile fare app).
Signs	Signs on buses, bus stop locations, transit centers or other locations frequented by stakeholders. This includes temporary signs, A-frames or kiosk posters.
Rider Alerts	Notifications regarding immediate rider information on impacts to frequency, routing or schedule. Rider Alerts may be web-based, printed on signs and/or submitted as a memo to Customer Service & Operations.
Direct Mailings	Mail sent to an affected group or area to educate, notify, or request input.
Surveys	A list of questions to solicit opinions or preferences by a selected group of individuals. The survey mechanism may be electronic and/or in-person. The survey population may be intercepted or self-selected. For surveys, the feedback collection period is defined as a minimum of 15 days.
Static Display	Table or sign display at a trafficked event or area in an identified area where a targeted stakeholder group may be present. The display may be manned or unmanned and will have specific information on the project/initiative. This may also include a feedback mechanism, such as comment cards.
Door Hanger/Flyer Canvassing	Print notice distributed to local businesses and residents in project/affected area.
E-mail/E-blast	Digital messaging to an established Valley Metro email list. Stakeholders may opt-in or out of this list based on their needs.

Avondale

Avondale Transportation Services



PLEASE SEE ATTACHMENT B FOR VALLEY METRO'S LANGUAGE ASSISTANCE PLAN

LIMITED ENGLISH PROFICIENCY PLAN

City of Avondale & Valley Metro

February 2022 – January 2025

Valley Metro has conducted a thorough LEP 4 factor analysis and resulting Language Access Plan to be utilized by all Valley Metro member agencies. This Language Access Plan, as set forth below, will be utilized by the City of Avondale to ensure compliance with its obligations to Limited English Proficiency (LEP) persons under Title VI.





Language Assistance Plan

Title VI Program

July 2021





1.0 INTRODUCTION

In 1993, the Valley Metro Regional Public Transportation Authority (RPTA) board adopted the name Valley Metro as the identity for the regional transit system in the Phoenix metropolitan area. Under the Valley Metro brand, local governments joined to fund the Valley-wide transit system that serves more than 64 million riders annually. Valley Metro provides fixed route bus service, light rail service, streetcar service (open in late 2021) and complementary ADA paratransit service across the region. Valley Metro provides services with, and distributes transit funds from the countywide transit sales tax to its member agencies including Maricopa County and the cities of Tempe, Mesa, Glendale, Phoenix, Buckeye, Tolleson, Wickenburg, Surprise, Peoria, Chandler, Gilbert, El Mirage, Avondale, Goodyear, Scottsdale, Fountain Hills, and Youngtown. For the most part, Valley Metro and its member agencies use private service providers for the operation of bus, light rail and paratransit services. The Cities of Glendale, Scottsdale, Peoria and Phoenix contract some of their service directly to service providers.

Currently, fixed-route transit service in the metropolitan area is operated by the City of Phoenix, and Valley Metro, Scottsdale and Glendale. There is a total of 893 fixed-route vehicles and 50 light rail vehicles operating in the region. Of these vehicles, 95 are circulators.

The regional transit system has 61 local bus routes that consist of the following: 45 local bus routes, 15 key local bus routes and 1 limited-stop peak route. The region also has 20 Express/RAPID routes, 21 community circulator routes, 1 rural connector route and 1 light rail system. Valley Metro customers made over 64,000,000 boardings during fiscal year 2019.

Seven Four regional entities in the region provide Dial-a-Ride service for seniors and persons with disabilities, as well as Americans with Disabilities Act (ADA) paratransit service for those who are unable to use fixed-route bus service. Annual regional ridership for ADA paratransit and regional ridership for non-ADA general Dial-a-Ride was 1,134,014.

In addition, Valley Metro's Commute Solutions team supports Valley organizations in the mandatory Maricopa County Travel Reduction Program. Toward that goal, the team provides a multipurpose platform at www.ShareTheRide.com that allows commuters to search for carpools, vanpools, transit and bike buddies. In addition to providing this multimodal support, it provides pollution and commute information. In an ongoing effort to educate, the team also provides online training, informational webinars, special promotions for the general public and transportation coordinators.

Valley Metro and the region support the goal of the U.S. Department of Transportation (USDOT) limited English proficient (LEP) guidance to provide meaningful access to its services by LEP persons. The Federal Transit Administration (FTA) notes that transit agencies that provide language assistance to LEP persons in a competent and effective manner will help ensure that their services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders who would otherwise be excluded from

using the service because of language barriers and, ideally, will encourage riders to continue using the system after they are proficient in English and/or have more transportation options.

1.1 Regulatory Guidance

Title VI of the Civil Rights Act of 1964, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives federal financial assistance.

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” issued on August 11, 2000, directs each federal agency to publish guidance for its respective recipients to assist with its obligations to LEP persons under Title VI. The Executive Order states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. Providing English-only services may constitute national origin discrimination in violation of Title VI and its implementing regulations.

The FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”, issued in October 2012 reiterates this requirement. Chapter III states that “...FTA recipients must take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (page III-6).”

In the Phoenix Metropolitan Area, there are more than sixty different languages identified in households where English is not the predominate language. Using the “Four Factor Analysis” prescribed by FTA, this plan was developed to ensure that all transit providers effectively communicate with all users of the public transportation agency’s services provided.

1.2 Four Factor Analysis

FTA Circular 4702.1B identifies four factors that recipients of federal funds should follow when determining what reasonable steps should be taken to ensure meaningful access for LEP persons.

The four factor analysis involves the following:

1. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered with transit service.
2. Determine the frequency with which LEP individuals come in contact with transit service.
3. Determine the nature and importance of transit service provided to LEP individuals.
4. Assess the resources available to the recipient for LEP outreach, as well as costs associated with that outreach.



This document describes Valley Metro's four-factor analysis and summarizes its LEP efforts, including staff training, followed by a description of how the plan will be monitored and updated.

2.0 LIMITED ENGLISH PROFICIENT POPULATION (FACTOR 1)

Factor 1 assesses the number and proportion of persons with limited English speaking proficiency likely to be encountered within the region's service area, which is defined as a three-quarter mile radial buffer around all fixed route services and a three-mile buffer around park-and-ride and transit facilities for express bus service. The LEP population is those individuals who reported to the Census Bureau that they speak English "less than very well."

2.1 Evaluation Methods and Data Source

In accordance with FTA's policy guidance, the initial step for providing meaningful access to services for LEP persons and maintaining an effective LEP program is to identify LEP populations in the service area and their language characteristics through an analysis of available data. The presence of LEP populations in the regional service area was determined by analyzing the U.S. Census Bureau, 2019 American Community Survey (ACS) 5-year Sample. The 2019 ACS data were used because the 2020 decennial census, at the time of this update, was not available.

2.2 LEP Population Identification

FTA describes LEP persons as having a limited ability to read, write, speak, or understand English. For this LEP analysis, those who reported to the Census Bureau that they speak English "less than very well" were used to tabulate the LEP population for the regional service area.

2.3 American Community Survey

The American Community Survey (ACS) is a continuous nationwide survey conducted monthly by the U.S. Census Bureau to produce annually updated estimates for the same small area (census tracts and block groups) formerly surveyed through the decennial census long-form survey. It is intended to measure changing socioeconomic characteristics and conditions of the population on a recurring basis. It is important to note that the ACS does not provide official counts of the population between each decennial census, but instead provides weighted population estimates. This analysis uses the 2019 ACS 5-year data (2015 to 2019).

ACS data include the number of persons ages five and above who self-identified their ability to speak English as "very well", "well", "not well", and "not at all". **Figure 1** depicts Valley Metro's service area. **Table 1** shows the number of LEP people within Valley Metro's service area in comparison to Maricopa County. There are over 4 million residents in Maricopa County, and 3.5 million reside within Valley Metro's service area. The incidence of LEP persons within Valley Metro's service area is slightly higher than in the county. 8.7 percent of residents in Maricopa County speak English less than "very well", while 9.6 percent of residents within Valley Metro's service area speak English less than "very well".

FIGURE 1: VALLEY METRO SERVICE AREA

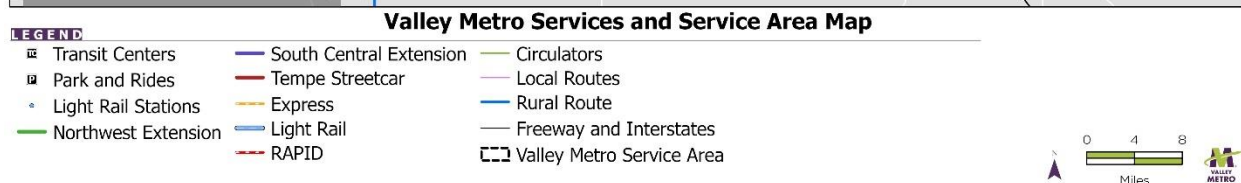
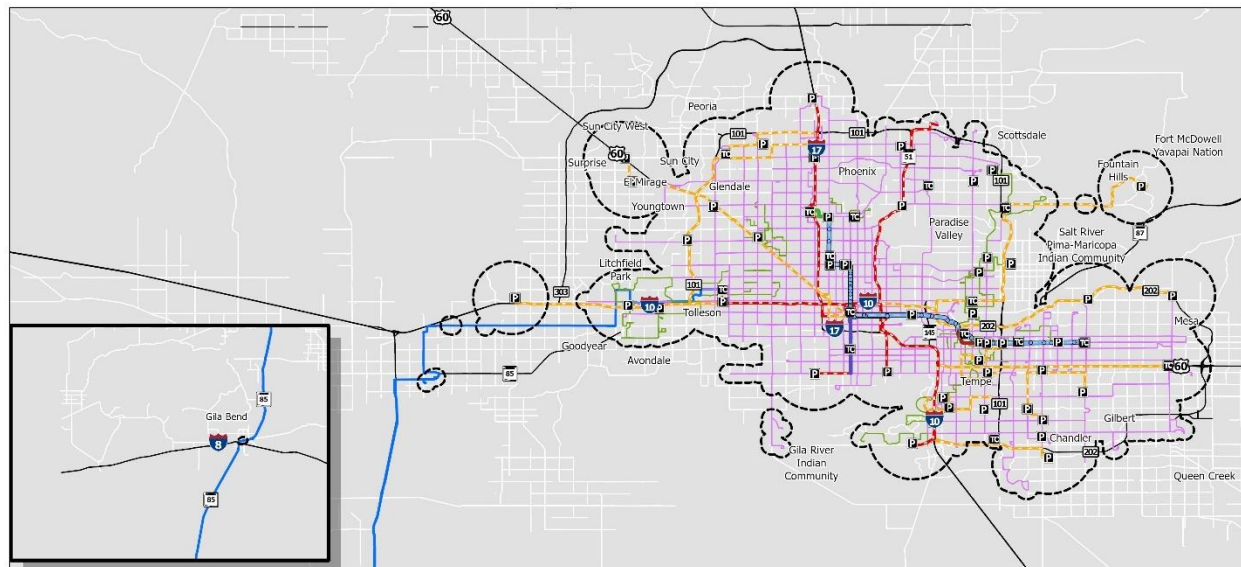


TABLE 1: 2019 ACS DATA, BY LOCATION

County or Area	Total Population Age 5 and Over	Speaks English Only	Speaks English		Percentage Less than Very Well
			Very Well	Less than Very Well	
Maricopa County	4,050,301	2,957,214	737,917	355,170	8.7
Census Tracts within service area ^a	3,530,687	2,501,110	690,264	339,349	9.6

^a Service Area is defined as a 3/4-mile buffer within local fixed route service and a 3-mile buffer within park-and-ride and transit facilities for express bus service

Table 2 shows English proficiency for the census tracts within the service area population age five years and above by the linguistic categories identified by the U.S. Census Bureau. This includes English, Spanish, Indo-European, Asian or Pacific Islander, and all other languages. The 2019 ACS data show the population self-identified as speaking English less than “very well” was predominantly the Spanish language group, encompassing 261,287 people, or 7.4 percent of the total population age five years and over. Indo-European, Asian or Pacific Islander, and All Other Languages groups account for 78,026 people, or 2.2 percent of the population. Of all those speaking English less than “very well”, the Spanish group makes up 77 percent of the total population over age five with limited English proficiency.

TABLE 2: 2019 ACS DATA, BY LANGUAGE CATEGORY

Language Category	Total Population Age 5 and Over	Speaks English				Percentage Less than Very Well
		Very Well	Well	Not Well	Not At All	
Total	3,530,687	690,264	148,748	119,838	70,727	9.6
English	2,501,110	—	—	—	—	0.0
Spanish	788,929	527,642	100,211	97,690	63,386	7.4
Asian or Pacific Islander	95,307	57,621	22,331	11,922	3,433	1.1
Indo-European	88,411	66,861	14,813	4,981	1,756	0.6
All other languages	56,930	38,140	11,393	5,245	2,152	0.5

The 2019 ACS data also provide information on linguistically isolated households: “A linguistically isolated household is one in which no member 14 years old and over (1) speaks only English and (2) speaks a non-English language and speaks English ‘very well.’ In other words, all members 14 years old and over have at least some difficulty with English” (ACS 2019). In total, the 2019 ACS data identified 1,356,898 households to be linguistically isolated. The entire membership of a linguistically isolated household would be considered LEP. **Table 3** details those data for linguistically isolated and non-linguistically isolated households by language category within the service area.

TABLE 3: 2019 ACS DATA, BY LINGUISTICALLY ISOLATED HOUSEHOLDS

Language Category	Total Households	Isolated Households	Non-isolated Households	Percentage Isolated Households
Census tracts in service area	1,356,898	57,919	330,557	4.3
English	968,422	—	—	—
Spanish	276,605	41,125	235,480	3.0
Asian or Pacific Islander	41,622	7,956	33,666	0.6
Indo-European	46,362	4,648	41,714	0.3
All other languages	23,887	4,190	19,697	0.3

Within the transit service area, 4.2 percent of households are considered linguistically isolated. Again, these are predominantly Spanish households, making up three percent of the total. Remaining languages make up 1.2 percent of households that are classified as linguistically isolated.

Figure 2 shows concentrations of linguistically isolated households in census tracts within the service area. Most areas throughout the region are mixed, although a few pockets of census blocks have concentrations of linguistically isolated households, thus identified as persons with limited English proficiency.

FIGURE 2: CENSUS TRACTS WITH LINGUISTICALLY ISOLATED HOUSEHOLDS

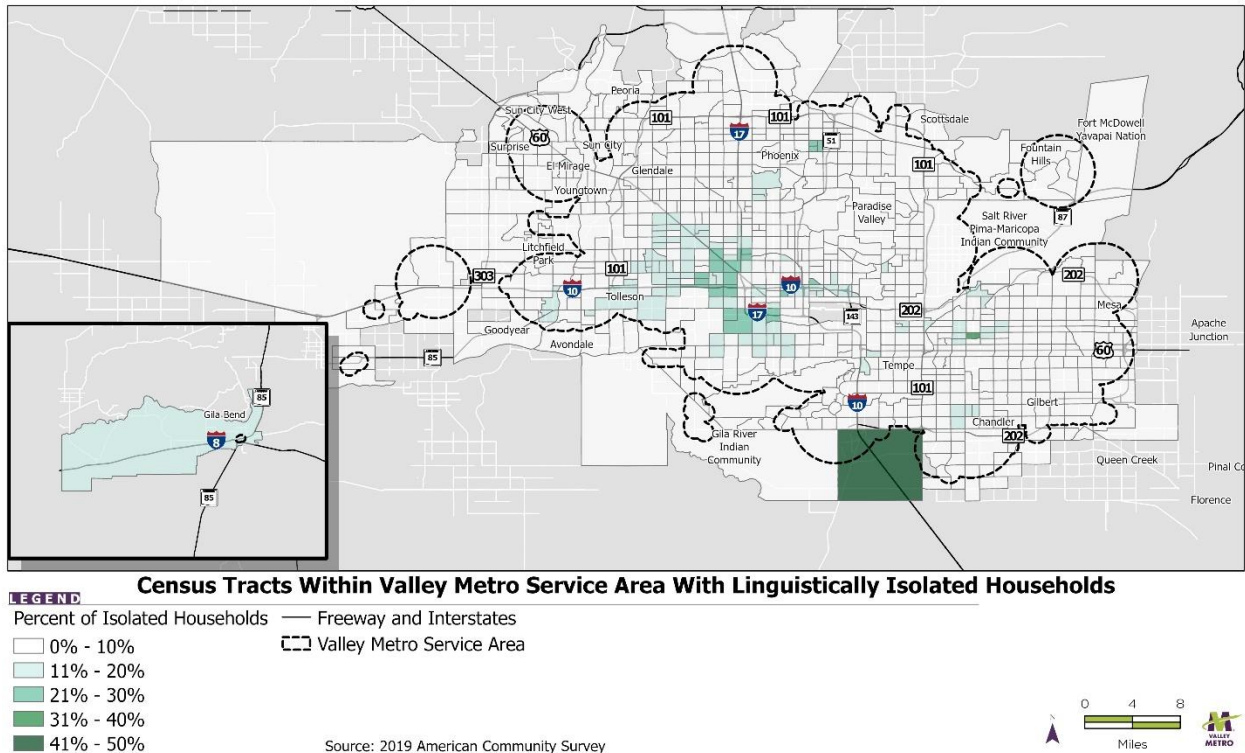
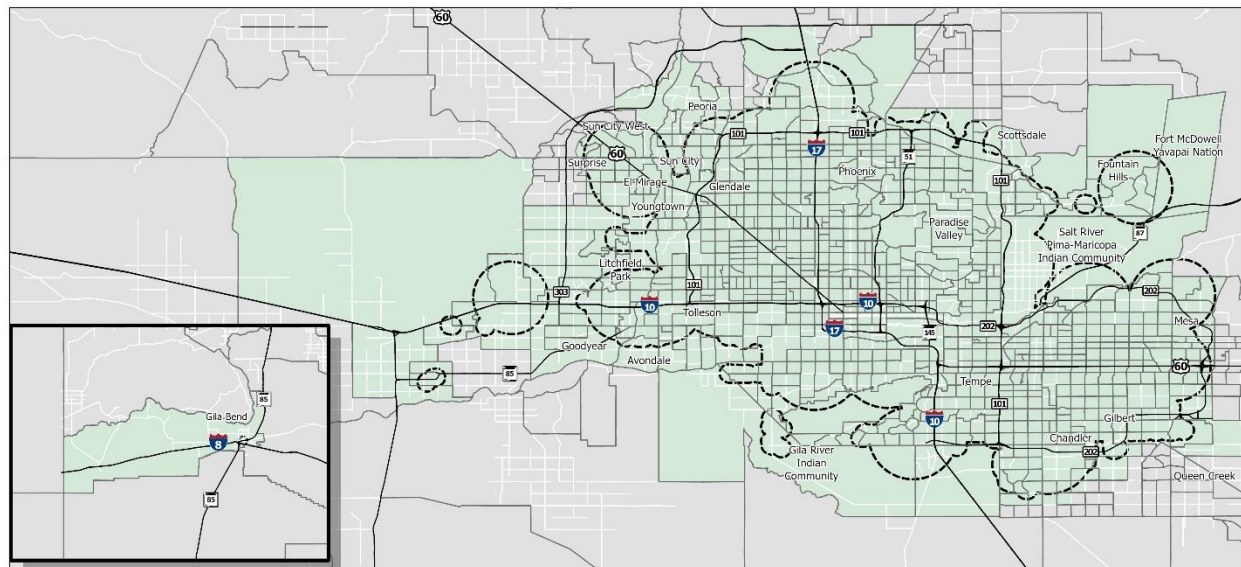


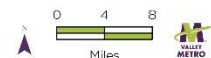
Figure 3 shows the ACS 2019 census tracts within the three-quarter mile buffer of local fixed route service and a three-mile buffer around park-and-ride and transit facilities for express bus service. Census tracts encapsulated within this area are included in the estimates, although they may not be within one-quarter mile of a fixed route.

FIGURE 3: CENSUS TRACTS WITHIN SERVICE AREA



LEGEND

- Freeway and Interstates
- 2019 American Community Survey Tracts
- Impacted Census Tracts
- - - Valley Metro Service Area



The 2019 ACS data show 12 languages or language groups with 1,000 or more LEP persons. Only one LEP population exceeds both the 1,000 or more individuals and the five percent of the total population of persons eligible to be served or likely encountered. **Table 4** shows the populations that meet either of these thresholds using ACS 2019 population by language and ability, sorted by percentage of LEP population.

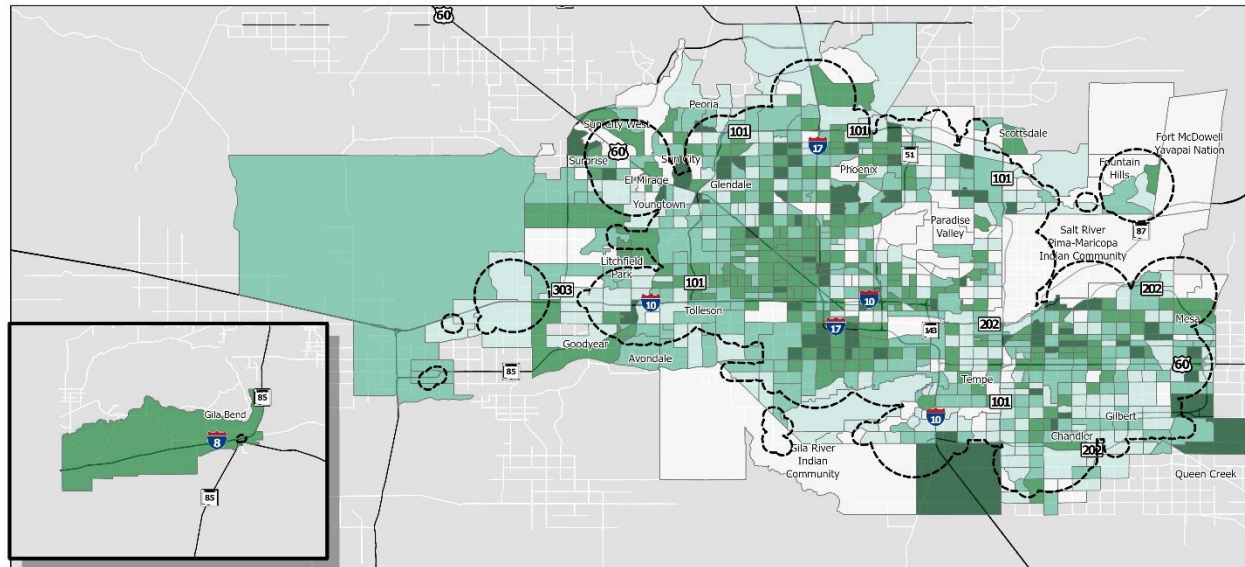
Within the service area, the majority of the 2019 LEP populations is the Spanish speaking population; this is the only language group to exceed both 1,000 individuals and five percent of the LEP population. The Spanish LEP population consists of 261,287 individuals within the service area. The Other Indo-European, Mandarin Chinese, and Other and Unspecified speaking populations followed with 3.86 percent, 3.42 percent, and 3.33 percent respectively. The Vietnamese, Other Asian and Pacific Island and Arabic speaking populations follow with 2.87 percent, 2.85 percent and 2.27 percent, respectively. This is followed by Russian and Filipino with 1.63 percent and 1.28 percent, respectively, and then by Korean (0.8 percent), French (0.6 percent) and German (0.3 percent).

TABLE 4: 2019 ACS DATA, BY LANGUAGE WITHIN ONE-HALF MILE OF FIXED ROUTE SERVICE

Language	Speak English		Total Population	Percentage of Language LEP of Total LEP Population
	Less Than Very Well	Very Well		
All languages	335,714	—	—	100
Spanish	261,287	527,642	788,929	77.83
French, Haitian or Cajun	2,115	7,666	9,781	0.63
German	988	9,765	10,753	0.29
Russian, Polish or Other Slavic	5,484	12,517	18,001	1.63
Other Indo-European languages	12,963	36,913	49,876	3.86
Korean	2,694	2,856	5,550	0.80
Mandarin Chinese	11,471	11,965	23,436	3.42
Vietnamese	9,649	6,936	16,585	2.87
Filipino	4,292	12,356	16,648	1.28
Other Asian Pacific Island	9,580	23,508	33,088	2.85
Arabic	7,623	11,563	19,186	2.27
Other and unspecified languages	11,167	26,577	37,744	3.33

Figure 4 shows concentrations of populations speaking English Less than Very Well throughout the service area. Most areas throughout the region are mixed, although there are a few pockets of Census blocks with concentrations of persons with limited English proficiency.

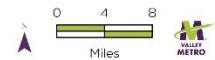
FIGURE 4: POPULATION SPEAKING ENGLISH “LESS THAN VERY WELL”



LEGEND

- Populations Within Valley Metro Service Area That Speak English Less Than Very Well**
- Total Speak English Less Than Very Well
 - 0% - 16%
 - 17% - 26%
 - 27% - 34%
 - 35% - 44%
 - 45% - 68%
 - Freeway and Interstates
 - Valley Metro Service Area

Source: 2019 American Community Survey



3.0 FREQUENCY OF CONTACT WITH LIMITED ENGLISH PROFICIENT POPULATION (FACTOR 2)

The first step of the four-factor LEP needs assessment revealed that the largest language group is overwhelmingly Spanish, followed by the ACS language categories of Other Indo-European, Mandarin Chinese and Other and Unspecified. Factor 2 is intended to assess the frequency with which LEP persons interact with Valley Metro programs, activities or services. The USDOT “Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (DOT 2005) advises that:

Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance, as the more frequent the contact, the more likely enhanced language services will be needed (emphasis added). The steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different than those expected from a recipient that serves LEP persons daily.

The frequency of use was evaluated by assessing current resources, available data and a short survey of transit employees.

3.1 Evaluation Methods and Data Sources

To determine the frequency with which LEP persons interact with Valley Metro, both quantitative and qualitative methods were used to analyze access to services. Anecdotal information regarding interactions with LEP persons, garnered through conversations with Valley Metro employees, is also included in this section. More structured analysis is included using several sources of information:

- Transit Employee Surveys
- Customer Service Interactive Voice Response (IVR) Call Log
- Transit Education Program
- Valley Metro Website Translation Data

Together, these sources provide a picture of the interaction of LEP persons with programs, activities or services provided by the agency.

3.2 Frequency of Contact Analyses

Valley Metro recognizes the value of providing convenient and efficient information to transit riders. Understanding how often LEP persons are using services will assist in serving customers better in the future with quality services, programs and activities.

Transit Employee Surveys

During September and October of 2020, a voluntary survey of customer service and transit employees was conducted regarding interaction with LEP persons and languages spoken. A copy of the survey instrument can be found in **Appendix A**. Valley Metro

Customer Service Representatives provide passenger assistance most commonly through email, but also by phone. Several Customer Service Representatives that are stationed at transit passenger facilities¹ to provide assistance to passengers. Bus operators at multiple locations were also surveyed. Employees surveyed were based at one of the following locations:

- Customer Service and Mobility Center
- Central Station Transit Center
- Ed Pastor Transit Center
- Metrocenter Transit Center
- Sunnyslope Transit Center
- Tempe Transportation Center
- East Valley Bus Operations and Maintenance Facility
- Mesa Bus Operations and Maintenance Facility
- Phoenix Bus Operations and Maintenance Facility

In total, 218 respondents provided information about their experiences. Approximately 80 percent of those surveyed were transit operators. When asked if staff have had any requests for materials in another language in the past two years, 23 percent responded yes; see **Figure 5**. Of these, most interpretation or translation requests were for Spanish. All but two of the locations received translation requests in the past two years: Sunnyslope Transit Center and Metrocenter Transit Center.

Languages requested were predominantly Spanish (80 percent) followed by Arabic (5 percent) and Chinese (4 percent). Other languages made up 11 percent of requests. These languages, which were each requested only once, were French, Russian, German, Farsi, Hindi and Swahili. See **Figure 6** for a graphic representation of the languages requested.

These responses were categorized appropriately and cross-referenced with the language requested. See **Figure 7** for a comparison. Spanish was much more frequently requested than any other language, and languages other than Spanish were requested at a substantially less frequent rate.

¹ Facilities operated by the City of Phoenix or City of Tempe

Figure 5: Requests for Information or Materials in Another Language

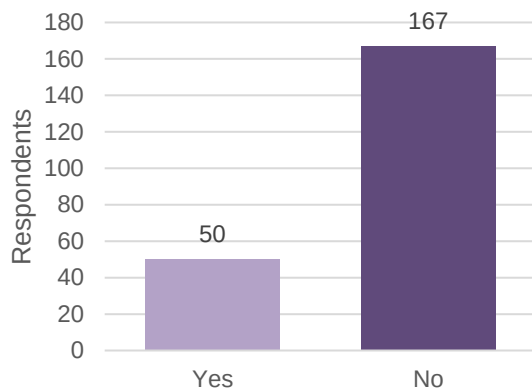


Figure 6: Languages Requested

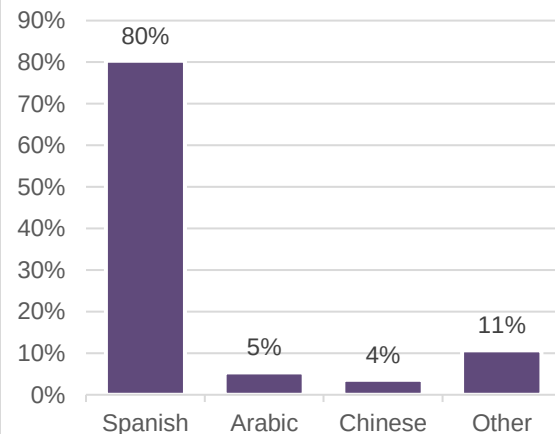
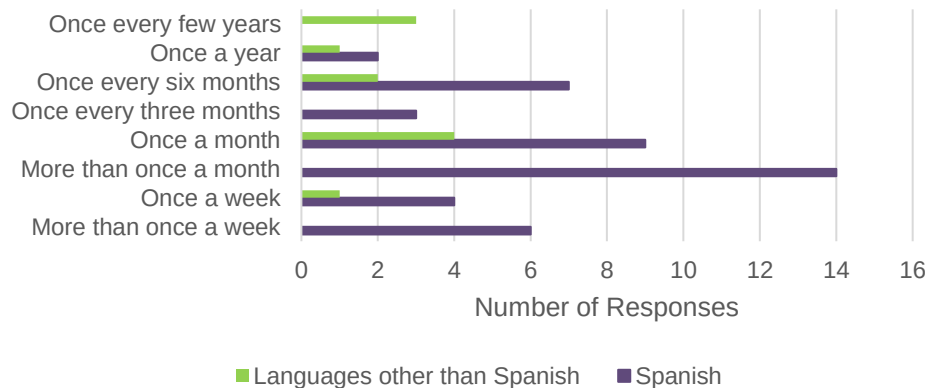


Figure 7: Frequency of Languages Requested as Reported by Front Line Transit Employees



This survey helped support the finding that multiple languages are encountered by transit professionals, yet Spanish is the most common and most frequent of the languages encountered.

Customer Service Interactive Voice Response Call Log

The Customer Service Center updated its automated phone system in mid-2014 to establish the Interactive Voice Response (IVR) feature. With this expansion, the system is able to provide a log listing the frequency with which line callers have requested to be transferred. Available are five topic categories, each in English and Spanish for ten total options. The topics available include:

- Americans with Disabilities Act (ADA)
- Customer Relations (CR)
- Light Rail
- Lost and Found
- Transit Information (TI)

This system allows Spanish-speaking callers to be automatically transferred to a bilingual representative, reducing the time it takes to be served in the preferred language. Currently, eight bilingual customer service representatives are employed by Valley Metro. The phone system prioritizes selection of Spanish calls received. **Table 7** shows the distribution of calls by option selected, followed by the sum of calls by language for calendar year 2019.

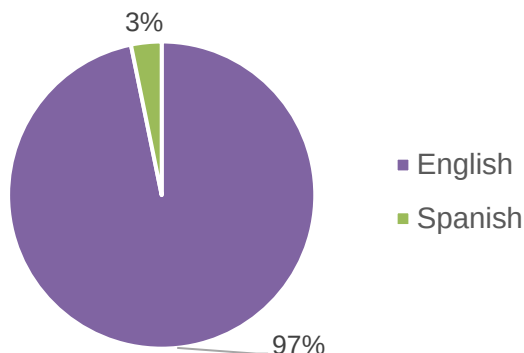
TABLE 7: 2019 CUSTOMER SERVICE CALL LOG

Call	Total Calls	% of Total Calls
ADA – English	20,672	1.79%
ADA – Spanish	2,457	0.21%
CR – English	166,893	14.45%
CR – Spanish	1,030	0.09%
Light Rail – English	113	0.01%
Light Rail – Spanish	2	0.00%
Lost and Found – English	16,419	1.42%
Lost and Found – Spanish	198	0.02%
TI – English	913,931	79.12%
TI – Spanish	33,462	2.90%
English (Total)	1,118,028	96.78%
Spanish (Total)	37,149	3.22%
Total Calls	1,155,177	100.00%

Figure 8 shows a pie chart of the calls by language. Approximately 97 percent of calls were for English and three percent of calls were for Spanish. At the time of this report, 38 customer service representatives were on staff; of these, 8 were bilingual (21 percent).

When evaluating the customer service call logs, the bulk of calls received are through the English phone lines with a small portion (3 percent) selecting a Spanish option.

Figure 8: Customer Service Calls by Language



Transit Education Program

Valley Metro has a Transit Education program that presents information to various groups to teach about public transit, benefits of transit and how to use the system. Staff members visit schools, businesses, social service agencies and present to new residents and refugee groups, senior citizens and persons with disabilities. Additionally, transit information and assistance are provided at community or special events including environmental advocacy events, transportation or vehicle days, career days and more. This team also conducts general presentations by request to any group who wants to learn more about Valley Metro services. In 2019, the transit education staff made 427 public presentations, two of which were in Spanish.

The many Spanish speaking passengers are accommodated because much of the transit information is available in Spanish. Additionally, a bilingual Valley Metro staff member will generally give the transit education presentation in Spanish upon request. Prior to the COVID-19 pandemic, the transit education staff would also conduct monthly presentations with refugee resettlement groups. Given the varied backgrounds of refugee groups, the hosting organizations would generally provide necessary interpreters. Valley Metro staff members have developed training materials that are mostly images to help bridge the language issues.

Website Translation

Apart from accessing information from transit employees—whether by phone, email, in person or another method—many customers use the www.valleymetro.org website for information. The website is equipped with the Google Translate feature, which allows translation into 52 languages. Users have translated the Valley Metro website into 43 different languages using this feature. Approximately 99 percent of interactions with the Valley Metro website used the default English setting. The remaining 1 percent used the other languages. **Table 8** lists the languages translated and the percentage of sessions

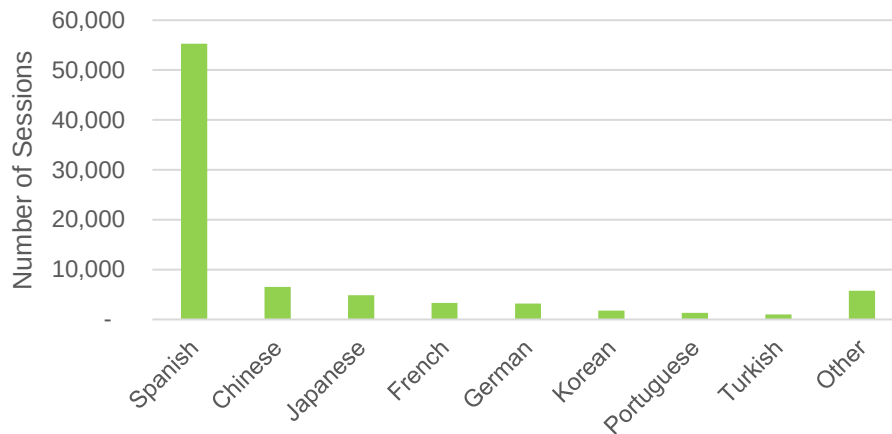
in 2019. Note that only those languages accounting for at least 0.01 percent of the total sessions are included; a full table of entries is available in **Appendix B**.

TABLE 8: 2019 WEBSITE SESSIONS BY LANGUAGE

Language	Number of Sessions	Percentage of Total Sessions
English	5,659,734	98.56
Spanish	55,257	0.96
Chinese	6,506	0.11
Japanese	4,837	0.08
French	3,293	0.06
German	3,167	0.06
Korean	1,750	0.03
Portuguese	1,297	0.02
Russian	898	0.02
Turkish	1,028	0.02
Arabic	557	0.01
Dutch	497	0.01
Italian	631	0.01
Vietnamese	580	0.01
Other	5,728	0.10

Once again, Spanish was overwhelmingly the most widely used language with the website translation service, accounting for 0.96 percent of sessions, followed by Chinese (0.11 percent), Japanese (0.08 percent), French (0.06 percent), German (0.06 percent), Korean (0.03 percent), Portuguese (0.02 percent), Turkish (0.02 percent) and Other (0.10 percent). **Figure 9** shows the number of translated sessions by language.

Figure 9: Number of Translated Website Session by Language (Excluding English)



The website was translated to 32 other languages that each accounted less than 0.01 percent of the sessions—collectively, these viewings account for 0.04 percent of all sessions. These languages include:

- Afrikaans
- Arabic
- Bulgarian
- Catalan
- Croatian
- Czech
- Danish
- Dutch
- Farsi
- Filipino
- Finnish
- Greek
- Hebrew
- Hindi
- Hungarian
- Indonesian
- Italian
- Latin
- Norwegian
- Polish
- Romanian
- Russian
- Samoan
- Serbian
- Slovak
- Slovenian
- Swedish
- Telugu
- Thai
- Tonga
- Ukrainian
- Vietnamese

Many documents on Valley Metro’s website are translated into Spanish since they are disseminated as paper materials to the public. Individuals may use these documents without translating the website into Spanish. Some of these documents include project updates, route maps and schedules, instructions and applications for a Reduced Fare ID, service change information, policies, brochures, and forms.

Conclusion

The Factor 2 analysis revealed that there is regular contact between the LEP population and Valley Metro personnel. The Transit Employee Survey revealed that 23 percent of all respondents had encountered an LEP person; of those who had encountered a request for assistance in another language, 80 percent of respondents reported requests for Spanish. The Customer Service call log showed that a mere three percent of customers used one of the five Spanish options. Information from the Transit Education team qualitatively identified Spanish as the main language group. Finally, translation data from



the Valley Metro website indicated 1.5 percent of sessions were translated—most of which were translated to Spanish. The website was translated to 43 different languages. Overall, there is broad diversity in the Phoenix region population that accesses regional transit services; however, most people using the Valley Metro system speak English or Spanish.

4.0 NATURE AND IMPORTANCE OF THE PROGRAM, ACTIVITY OR SERVICE PROVIDED (FACTOR 3)

The third step in the four-factor LEP needs assessment is an evaluation of the importance of Valley Metro services to persons with limited English proficiency. The first component of the Factor 3 analysis is to identify critical services. Next, input from community organizations was used to identify ways to improve these services for LEP populations. The USDOT “Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (DOT 2005) advises that:

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed. The obligations to communicate rights to an LEP person who needs public transportation differ, for example, from those to provide recreational programming. A recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual . . . providing public transportation access to LEP persons is crucial. An LEP person’s inability to utilize effectively public transportation may adversely affect his or her ability to obtain health care, education, or access to employment.

With assistance from Valley Metro’s Community Relations and Marketing departments, a list of services provided was prepared and prioritized. Input from community organizations and LEP persons was incorporated to ensure views of the importance of services provided are adequately prioritized.

4.1 Services Provided

In cooperation with Valley Metro’s Communications and Operations departments, services currently provided to LEP persons were queried. All printed materials are translated into Spanish and materials in both English and Spanish are available on both bus and light rail services. Below is a list of available materials and services in Spanish that includes next bus and light rail specific services:

- Press Releases
- Public materials including, but not limited to:

-
- Route Scout (announcements on buses and light rail)
 - Ride Guide and Destinations Guide
 - Service changes materials
 - Transit Book
 - Website
 - COVID-19 updates
 - Project updates
 - Title VI forms
 - Large special events materials (for example, Super Bowl public materials)
 - Direct mailers or door hangers for targeted outreach
 - Ticket vending machines (Spanish and Braille)
 - Bilingual customer service staff
 - Email list messages
 - Bus specific services:
 - Car cards (on-board advertisements)
 - Bus signage (priority seating, caution signs, entry/exit, etc.)
 - Variable message sign (VMS)² that displays audio announcements on buses
 - Light Rail specific services:
 - Light rail transit vehicle signage including priority seating, code of conduct, and other train information
 - VMS³ announcements on vehicles and at stations
 - System maps and auxiliary information
 - Operator call boxes on trains
 - Emergency call box at stations
 - Safe place notices

Critical Services

Public transit is a key means of mobility for persons with limited English proficiency. Of those services identified above, a subset of critical services was prioritized to ensure that those services imperative to use Valley Metro public transportation options are available to all users.

² Variable message signs are audio announcements that occur on transit services to inform riders of relevant information and updates. Light rail stations and vehicles are equipped with VMS announcements; most fixed route vehicles are also equipped with VMS capabilities

³ Variable message signs are audio announcements that occur on transit services to inform riders of relevant information and updates. Light rail stations and vehicles are equipped with VMS announcements; most fixed route vehicles are also equipped with VMS capabilities



Basic trip information is available both printed and electronically in Spanish, including service hours, tickets, trip planning, airport and transit connections, parking, bicycles and services for persons with disabilities. Also available in Spanish is information regarding how to use transit, acceptable user conduct, priority seating, caution signs and exit locations on vehicles. Ticket vending is available in both Spanish and Braille. Many documents are available in Braille upon request. Emergency notification measures are also translated, including audio VMS Announcements on vehicles (bus and rail), operator call boxes, emergency call boxes and Safe Place notices.

Bilingual customer service representatives are available during regular call center hours. Representatives use the same procedures for comments and note that the inquiry was in Spanish so that a bilingual representative is assigned in any follow-up response if needed. Outside of customer service hours, the website is available for translation to most languages at any time. For public meetings and hearings, a Spanish translator is usually available; additional translators are available upon request or in the appropriate context. Typically, additional translation services requested are provided for American Sign Language through an on-call contract.

Community Outreach

Valley Metro conducted interviews with six community organizations that encounter various LEP populations. Organizations were identified to ensure that a wide variety of cultural and language groups were reached over large service areas. In response to the COVID-19 pandemic, all surveys were conducted by phone call or electronically. These organizations were asked a series of questions from the FTA handbook, “Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (FTA 2007). These organizations indicated that they serve populations speaking a broad range of languages, including Spanish, Arabic, and Swahili. The organizations interviewed range from cultural adult centers to refugee services organizations:

- Ability 360 – a local non-profit that provides services for people with disabilities
- Creighton School District – an elementary school district with 24 percent of students who speak English as a second language
- International Rescue Committee – a refugee support and relocation non-profit
- Isaac Elementary School District – an elementary school district with the highest percentage of English learners (33 percent of students)
- Literacy Volunteers of Maricopa County – a non-profit dedicated to improving adult reading and writing in English
- Turn a New Leaf – a non-profit that provides support for people experiencing homelessness, domestic violence and other challenges

Listed below are key language-related findings from the outreach effort:

1. For populations served by these organizations, public transportation is the main form of transportation to access jobs, medical appointments, social services, grocery shopping and school.
2. Spanish was the most common language spoken among the LEP populations at each organization. Swahili and Arabic were the second most common languages.
3. Organizations interviewed expressed needs of LEP populations regarding language assistance including:
 - a. System Map Information: LEP populations have expressed a difficulty in understanding and familiarizing themselves with system maps.
 - b. Transit Service Information: LEP populations have expressed the desire for information, such as how to ride and fare payment information, be communicated in an understandable format. Symbols could be used to communicate messages to a wider audience. Also, offering orientation to these populations, through their respective agencies, would familiarize them with the transit system.
4. When asked who the LEP populations would most trust to deliver transit messaging, most organizations responded that messaging should come from ethnic community organizations or individuals that speak their languages.

Valley Metro continues to make improvements in language assistance for the LEP population in the region in all areas including the three identified above. See **Appendix C** for completed surveys from each community organization.

This valuable feedback provided a few opportunities for Valley Metro to reduce barriers experienced by LEP riders. In regard to item 3, Valley Metro staff was able to introduce the organizations that expressed this concern to Valley Metro's Transit Education Program. This program can help riders better understand the transit system and provide useful transit service information. More research is needed to understand whether system map and transit service information difficulties are truly language issues, or simply educational issues.

Item 4 could be addressed through coordination with community organizations and the Valley Metro Transit Education Program. Transit education staff should continue to present materials to interested groups and should coordinate with the community organization requesting the presentation to ensure that LEP populations are getting the information they need.

5.0 CURRENT RESOURCES AVAILABLE AND THE COSTS TO PROVIDE LANGUAGE ASSISTANCE SERVICES (FACTOR 4)

The final step of the four-factor LEP analysis was an evaluation of the current and projected financial and personnel resources available to meet the current and future needs for language assistance. The first component of the Factor 4 analysis was to identify current language assistance measures and associated costs. The next step was to determine what additional services may be needed to provide meaningful access. The USDOT “Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (DOT 2005) advises that:

A recipient’s level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, ‘reasonable steps’ may cease to be reasonable where the costs imposed substantially exceed the benefits.

Valley Metro has a strong commitment to reducing the barriers encountered by LEP persons in accessing its services and benefits, to the extent resources are available. Valley Metro currently does not break down all cost expenditures related to providing language assistance; however, language assistance costs are evaluated on a triennial basis to include in Title VI reporting.

5.1 Current Measures and Costs

Costs incurred by Valley Metro for the language assistance measures currently being provided include:

- Translation of materials
- Printing, advertising or other marketing costs
- Interpretation services
- Staff costs associated with Title VI efforts in adhering to language assistance measures

Typically, an amount is embedded into the project costs by activity (logged under printing or other direct expenses) for translation and production of any materials. Agency-wide, there is an on-call contract for any interpretation needs. Any production costs are included in printing and public meetings budgets. Furthermore, bilingual employees provide intermittent language assistance needs as part of their other duties. The Valley Metro community outreach team hires with a preference towards bilingual speakers, especially for projects where LEP residents are prominent. Multiple employees in the community outreach team are fluent in Spanish. These employees may be assigned to prepare press releases or media events with Spanish-speaking publications in addition to their typical

duties. These costs are not tracked, although most of the formal interpretation services are contracted.

Interpreters are contracted on a case-by-case basis for public meetings or hearings to ensure that any language assistance needs are met so that public relations staff can focus on facilitating the event. All hearings are staffed with interpreters while public meetings are staffed depending on the anticipated number of persons reached and upon request. Valley Metro provides headsets to those wishing to hear the presentation in the translated language. Recent public meetings for the South Central Light Rail Extension have taken place in communities where the predominant language is Spanish. To accommodate Spanish speakers, Valley Metro held some events fully in Spanish, with an English translator. Those wishing to listen to the presentation in English used headphones and printed materials in English.

Valley Metro's current contract for interpreters at public meetings costs approximately \$200 per meeting. Annually, \$2,000 to \$3,000 is spent to provide interpreters for staff meetings and public hearings. In addition, \$400 to \$800 is spent annually for sign language interpreters at meetings (as requested) and public hearings. Costs for translating and producing materials such as meeting notices, display boards, news releases, and project update sheets are also budgeted annually—approximately \$30,000 to \$35,000. In total, approximately \$33,000 to \$39,000 is contracted out directly in support of language assistance services for interpreters, translation, and materials dependent on the projects and programs implemented each year.

Additional costs include other staff time used on an ad hoc or regular basis to provide translation or interpretive services. More than 30 percent of public relations and Customer Service Representatives are bilingual, assisting both Spanish- and English-speaking customers. Being bilingual is a preferred qualification when hiring customer service staff, although not required. Bilingual employees also may assist on an informal, ad hoc basis to communicate with LEP individuals in other departments.

5.2 Cost-effective Practices

Valley Metro will continue to evaluate ways to improve the cost-effectiveness and the quality of its language services. Additional strategies for saving costs or improving quality may include developing internal and external language services, with the opportunity to coordinate across multiple agencies in the region. Current measures to ensure services are cost effective include:

- Bilingual staff trained to act as interpreters and translators
- Shared customer service center and other information for combined translation and interpretation resources
- Some standardized common documents with transit and other public agencies
- Using the free Google Translate service on the Valley Metro website
- Translated vital documents currently posted on valleymetro.org

Strategies for consolidating the regional language assistance measures to achieve efficiencies may include:

- Creating an LEP information center for Valley Metro employees
- Surveying Valley Metro staff to determine any additional existing multilingual resources
- Conducting outreach to various community organizations to secure volunteers for translation and interpretation services that are currently contracted or completed in-house
- Consolidating contract services for oral and written translation to secure the most cost-effective rates

Valley Metro continues to use qualified translators and interpreters to uphold the quality of language assistance measures. Valley Metro strives to provide basic informational training for volunteer staff on its language assistance measures.

5.3 Additional Services and Budget Analysis

Valley Metro is committed to reducing the barriers encountered by LEP persons in accessing its services to the extent funding is available. While Valley Metro currently does break down contracted cost expenditures related to providing language assistance, expenditures of efforts for translation and interpretation completed in-house are less well documented. As part of the Language Assistance Plan, Valley Metro will better monitor efforts in the future. Valley Metro will further evaluate how to consolidate its language assistance measures to deliver the most cost-effective services.

The information received from community organizations provided some insight on additional services that may ease access for LEP persons to regional transit services. Services requested were centered on service expansions that included increased frequencies and later services at night. However, these would be improvements for consideration and prioritization of the system rather than specific services for LEP persons. Therefore, they were excluded here and assigned to the general public process for service requests.

Other requests included using more symbols to depict messaging and system routes. Audio messaging using VMS that could potentially show messaging in another language as well. The light rail system VMS currently shows messages in English and Spanish. Bus messaging is typically location data and in close proximity, depending on stop locations. Some audio messages on buses are announced in Spanish. The feasibility and helpfulness of VMS translation should be evaluated.

As applicable and through the annual budget process, additional services requested or identified may be considered for implementation. In 2015, Valley Metro shifted to a zero-based budget that is approved by two boards of directors: Valley Metro Rail Board and the Valley Metro RPTA Board. The budgets are developed and approved annually as appropriate to the unique needs and demands of each agency at that point in time.

5.4 Projected Costs

Requests for added services include expanded symbols to understand how to use transit services, on-board messaging and system map information. With a commitment to providing reasonable language assistance measures, Valley Metro will assess current symbols used on vehicles, at station locations and elsewhere to determine the sort of improvements that could be made so that the system is more easily understood visually. With expanded use of symbols, it is expected that the need for enhancing the on-board messaging and system map information may be reduced. Furthermore, these could be incorporated into the regular updates of this information and signage. Biannually, in coordination with the service changes, updated system maps are produced.

Other improvements would be considered after analyzing the staff costs, third-party contract costs, and costs related to volunteer or community organization coordination. These would be evaluated in comparison with anticipated benefits to the LEP population. Other considerations may include operational issues and implementation time.

6.0 LANGUAGE ASSISTANCE MEASURES

Valley Metro is committed to full compliance with Title VI and Executive Order 13166 to provide meaningful access and reduce barriers to services and benefits for persons with limited English proficiency.

6.1 Current Language Assistance Measures

Spanish Language Assistance

As discussed earlier, Valley Metro currently provides both oral and written language assistance in Spanish. Oral language assistance includes bilingual customer service representatives, speaking Spanish. Additionally, Spanish interpreters are available at public meetings. On vehicles and at stations, VMS announcements are provided in Spanish.

Written Spanish language assistance includes signs, press releases, list serve messages, service change materials, Title VI complaint forms, policies and procedures. Additional translation of some vital documents is provided, such as schedules, maps, ride and destination guides, Route Scouts and more. Meeting notices and public input surveys at public meetings are translated.

Notices to the public of language assistance measures are typically provided side-by-side with an English version of the document. For example, Ride Guide documents are provided in both English and Spanish and are available together wherever disseminated. Where available, documents are printed on both sides with an English version and a Spanish version on each side of the paper. When calling into the customer service line,



the interactive voice response system will automatically ask if Spanish is the preferred language prior to being connected with a representative.

Languages other than Spanish

Valley Metro provides oral and written translations into other languages when applicable. For written translations the Valley Metro website is equipped with the Google Translate feature, which allows translation into 52 languages (www.translate.google.com). For oral translations, the agency uses an existing contract that can provide translations into all languages identified in the Language Assistance Plan, as well as American Sign Language. Translators under this contract are used for public meetings, canvassing and other community outreach as needed. Valley Metro also provides sign language interpreters for public meetings when requested, and provides Braille translations on fare vending machines and for printed documents upon request.

6.2 Staff Training

Specific policies and procedures for interacting with LEP persons are not formally adopted on a standalone basis. These policies and procedures are, in essence, for all customers and have been embedded into multiple documents (including the Title VI Plan, trainings, instructions, etc.).

Using the Customer Service Center as an example, Spanish calls are assigned directly to a Spanish-speaking representative through the phone system. In the customer assistance system a note is made that the customer speaks Spanish so that if customer service cannot respond to the query immediately, any future response is assigned to a bilingual representative. This training is integrated into general customer assistance staff training to ensure cost effective practices and efficient use of training resources. Title VI of the Civil Rights Act of 1964 is distributed to new customer service employees and where applicable, employees are expected to know how to file discrimination claims based on race, color, or national origin. Additionally, there are related trainings available including quarterly Civil Rights Workshops, training sessions for conducting complaint investigations according to federal guidelines and streamlining the complaint investigative process.

Training for employees who regularly encounter the public may also include:

- Type of language services available
- How staff and/or LEP customers can obtain these services
- How to respond to LEP callers
- How to respond to correspondence from LEP customers
- How to respond to LEP customers in person
- How to document LEP needs

Valley Metro continues to consider opportunities to provide quality services for LEP persons throughout the service area.

6.3 Future Language Assistance Services

With the development of subsequent Language Assistance Plans, the monitoring, evaluation and update process would identify additional services to be considered for feasibility of implementation. Valley Metro strives to serve LEP populations adequately with an equal opportunity to use transportation options available. Section 7 provides more information about the plan's monitoring and update process.

7.0 MONITORING AND UPDATING THE LANGUAGE ASSISTANCE PLAN

Triennially, Valley Metro will review, monitor and update the language assistance plan. Feedback from agency staff and community members will be accepted throughout the year at the email address: TitleVICoordinator@ValleyMetro.org. Additional community feedback may be elicited during the update process. Internal monitoring will be conducted using the template provided from the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007). Using this checklist, stations, vehicles, customer service, community outreach, and public relations are periodically monitored.

Using this information, changes may be made to the language assistance plan recognizing any cost implications and resources available. Depending on cost and resource evaluation, language assistance measures may be expanded, modified or eliminated based on their effectiveness.

As the transit service area is modified through service changes, the demographics served will be reviewed to ensure that those areas with high concentrations of LEP persons are reflected accurately in an effort to provide language assistance measures to areas with expanded transit services.

Throughout the monitoring period, Valley Metro will continue to follow the recommendations and use the resources provided by Executive Order 13166, FTA Circular 4702.1B, the USDOT's "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (DOT 2005), and the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007). Valley Metro will be better able to apply the DOT LEP guidance's four-factor framework and will continue to determine an appropriate mix of language assistance in the preparation of language assistance implementation plans.



APPENDIX A – TRANSIT EMPLOYEE INSTRUMENT

Language Assistance Program Survey 2021

Name: _____

1. Have you had any requests for information or materials in other languages in the past two years?

- a. Yes
- b. No

If yes, please complete the remainder of the survey.

If no, thank you for your participation.

2. Which language(s) have been requested?

3. How often do you receive requests?

- a. More than once a week
- b. Once a week
- c. More than once a month
- d. Once a month
- e. Once every three months
- f. Once every six months
- g. Once a year
- h. Other: _____

4. Do you have the resources needed to help customers with language requests?

- a. Yes
- b. Sometimes
- c. No

APPENDIX B – WEBSITE SESSIONS BY LANGUAGE

Language	Number of Sessions	Percent of Total Sessions
Afrikaans	35	0.00
Arabic	557	0.01
Bulgarian	33	0.00
Chinese	6,506	0.11
Croatian	63	0.00
Czech	220	0.00
Danish	17	0.00
Dutch	497	0.01
English	5,659,734	98.56
Farsi	29	0.00
Filipino	25	0.00
Finnish	200	0.00
French	3,293	0.06
German	3,167	0.06
Greek	90	0.00
Hebrew	77	0.00
Hindi	27	0.00
Hungarian	65	0.00
Indonesian	122	0.00
Italian	631	0.01
Japanese	4,837	0.08
Korean	1,750	0.03
Latin	119	0.00
Norwegian	198	0.00
Polish	243	0.00
Portuguese	1,297	0.02
Romanian	79	0.00
Russian	898	0.02
Samoan	38	0.00
Serbian	18	0.00
Slovak	58	0.00
Slovenian	114	0.00
Spanish	55,257	0.96
Swedish	288	0.01
Telugu	83	0.00
Thai	24	0.00
Tonga	22	0.00
Turkish	1,028	0.02
Ukrainian	30	0.00
Unknown	175	0.00
Vietnamese	580	0.01
Total	5,742,597	100

APPENDIX C – LEP COMMUNITY OUTREACH SURVEYS CONSOLIDATED

Ability 360

2/11/2021

1. What geographic area does your agency serve?

The Phoenix Metro area, although we have people that come as far as Payson. We cover near and far.

2. What kind of services does your organization provide?

Sports, fitness and health-related activity for total inclusion in the community. The main facility does handle home-health, and community integration services.

3. How many people does your agency provide services to?

2,300-2800 was the last member count. The numbers have decreased due to the pandemic.

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

Increased over the last five years.

5. What are the countries of origin from which your population has immigrated?

Iran, Iraq, Puerto Rico, Mexico, people from all around the world that are here using the gym on a regular basis.

6. Does your population come from an urban or rural background?

I don't know.

7. What are the languages spoken by the population you serve?

English
Spanish
Arabic

8. What is the age of your population?

No idea. Due to coronavirus, a lot of things have changed. We serve more adults right now than children. In normal times, we cover the entire continuum.

9. What is the education and literacy level of the population you serve?

Here to there. The fact that our population has disabilities, it's difficult to say. I myself don't have that knowledge and it's not something we normally ask.



10. What needs or expectations for public transportation services has this population expressed?

We are so thankful for the stop at the top of the hill. That's made a huge difference in our client's lives. Just the other day, there was a man who took two buses and the light rail to get here. It's been his lifeline.

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

I don't know.

12. What are the most frequently traveled destinations?

Everywhere. They jump on the light rail. Most of our population do not drive.

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

I don't know.

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

I don't know.

15. What is the best way to obtain input from the population?

Survey. Either paper or electronic. All our registrations are done by app and website.

16. Who would the population trust most in delivering language appropriate messages?

I don't know.

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

I don't know.

Creighton School District

1/27/2021

1. What geographic area does your agency serve?

Creighton School District serves the following geographical area: 16th ST – 32nd ST from N Van Buren to Indian School and from 32nd ST - 40th ST from N Van Buren to Lincoln Drive.

2. What kind of services does your organization provide?

In addition to educational services, we offer transportation services to McKinney-Vento eligible families, which are families experiencing homelessness. Our district is able to provide transportation assistance to families experiencing homelessness thanks to our McKinney-Vento grant.

3. How many people does your agency provide services to?

As of January 25th, 2021, our school district serves 167 families in our transportation program. However, the number of families requesting transportation assistance is increasing due to the COVID pandemic.

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

For the past five years we have experienced a decline on our homeless population. However, the number of families requesting transportation assistance is increasing due to the COVID pandemic.

5. What are the countries of origin from which your population has immigrated?

Creighton School District serves families who have immigrated from mostly México, South America, and Africa.

6. Does your population come from an urban or rural background?

Most of our families come from urban areas, but we do have a small percentage of families who come from rural areas.

7. What are the languages spoken by the population you serve?

Our district serves families that speak over 26 languages, however Spanish is the most common language in our community.

8. What is the age of your population?

Our district serves students between ages 3 to 14 years old (Preschool to 8th grade).

9. What is the education and literacy level of the population you serve?

We serve low-income families and commonly their level of literacy varies from each household from Middle School to some High School education. A small percentage of our families have completed graduate and undergraduate education.

10. What needs or expectations for public transportation services has this population expressed?

Most of our families request transportation services for school, doctor appointments, counseling, or other social services.

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

Yes, since we serve low income families, we do receive many transportation requests. However, our district is able to provide transportation assistance to families experiencing homelessness thanks to our McKinney Vento grant.

12. What are the most frequently traveled destinations?

Most of our families request transportation services for school, doctor appointments, counseling, or other social services.

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

Not at this time.

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

Yes.

15. What is the best way to obtain input from the population?

Our community respond well to in person meetings, phone calls, email or texts.

16. Who would the population trust most in delivering language appropriate messages?

Our community trusts school officials or people who speak their native language.

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

Yes we used some, but we would like to have more information about the tools and resources you have available for community members.

International Rescue Committee

1/14/2021

1. What geographic area does your agency serve?

West Phoenix, I-17 corridor, Glendale, various others

2. What kind of services does your organization provide?

Refugee Resettlement: Employment, financial coaching and credit building, English language classes, case management, school support, clinical therapy, immigration services

3. How many people does your agency provide services to?

1,200+

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

Decreased (COVID-19, public policy)

5. What are the countries of origin from which your population has immigrated?

Democratic Republic of the Congo, Myanmar, Afghanistan, Eritrea, Guatemala, Iraq, and more

6. Does your population come from an urban or rural background?

Predominately rural

7. What are the languages spoken by the population you serve?

Swahili, Kinyarwanda, Arabic, Dari, Burmese, Afar, Tigrinya, French, Rohingya, Spanish, and many smaller tribal languages: Kinyabwisha, Chin, Kibembe, Lingala, etc.

8. What is the age of your population?

0-99

9. What is the education and literacy level of the population you serve?

Varies; predominantly below secondary school

10. What needs or expectations for public transportation services has this population expressed?

Wait times between buses, especially during hot summer months; reliability/timeliness

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

Refugees are dependent on public transportation

Language Assistance Plan

07/22/2021

12. What are the most frequently traveled destinations?

Apartment complexes, schools, grocery stores, DES at 43rd/Olive, warehousing/manufacturing between Van Buren and Buckeye, between 35th and 91st Ave

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

Employment around Buckeye and 83rd Ave

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

No

15. What is the best way to obtain input from the population?

Engage with Ethnic Community Based Organizations, who can support listening sessions

16. Who would the population trust most in delivering language appropriate messages?

Ethnic Community Based Organizations, International Rescue Committee and other resettlement agencies

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

The agency passes out transit books and conducts internal transit training. Unaware of other opportunities and resources.

Literacy Volunteers of Maricopa County

1/14/2021

1. What geographic area does your agency serve?
City of Phoenix, 3 locations; and virtually.
2. What kind of services does your organization provide?
Free adult education services, two programs:
-Adult Basic/Secondary Education, and GED preparation to attain High School Equivalency Diploma.
-English Language Acquisition for Adults (formerly referred to as English as a Second Language ESL).
3. How many people does your agency provide services to?
Approximately 700.
4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?
Slight decrease
5. What are the countries of origin from which your population has immigrated?
All over the world; most recently African countries and Middle Eastern countries.
6. Does your population come from an urban or rural background?
City of Phoenix: urban
7. What are the languages spoken by the population you serve?
Many different languages; all instruction delivered only in English language.
8. What is the age of your population?
16-99; median about 40-50.
9. What is the education and literacy level of the population you serve?
Lower levels of literacy, compared to 4th grade level or lower.
10. What needs or expectations for public transportation services has this population expressed?
Not aware of any.
11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?
Unknown
12. What are the most frequently traveled destinations?
Unknown
13. Are there locations that the population has expressed difficulty accessing via the public transportation system?
Unknown
14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

Unknown

15. What is the best way to obtain input from the population?
Survey
16. Who would the population trust most in delivering language appropriate messages?
Their own community leaders
17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools?
Why or why not?
No. Unaware of services.

Isaac Elementary School District

2/24/2021

1. What geographic area does your agency serve?

Isaac Elementary School District is located in West Phoenix

2. What kind of services does your organization provide?

Education

3. How many people does your agency provide services to?

3000 students

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

Increased

5. What are the countries of origin from which your population has immigrated?

Many countries including but not limited to: Mexico, India, Tanzania, Democratic Republic of Congo, Uganda, Pakistan, Nigeria, Kenya

6. Does your population come from an urban or rural background?

Both

7. What are the languages spoken by the population you serve?

1) Spanish (97% of English Learners), 2) Swahili (1%) 3) Kirundi (1%) 4) Other (1%)

8. What is the age of your population?

Youth 5-11 years old

9. What is the education and literacy level of the population you serve?

Elementary school

10. What needs or expectations for public transportation services has this population expressed?

Students and families use public transportation

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

Somewhat

12. What are the most frequently traveled destinations?

Travel has decreased during COVID-19

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

No

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

Unsure

15. What is the best way to obtain input from the population?

Unsure

16. Who would the population trust most in delivering language appropriate messages?

People that speak their language

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

We have done this in the past but it has been a while

Turn a New Leaf

1/14/2021

1. What geographic area does your agency serve?

Maricopa County

2. What kind of services does your organization provide?

Housing, Shelter, Behavioral Health Services, Children Services

3. How many people does your agency provide services to?

Last year over 30,000

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

Increased

5. What are the countries of origin from which your population has immigrated?

Mexico

6. Does your population come from an urban or rural background?

Urban

7. What are the languages spoken by the population you serve?

Mostly English and Spanish

8. What is the age of your population?

We serve all ages groups from infants in our childcare centers to those over 62 in our shelter and housing programs

9. What is the education and literacy level of the population you serve?

A majority of our participants have a GED

10. What needs or expectations for public transportation services has this population expressed?

Some of our clients have expressed more routes that run earlier and later than current hours and more opportunities for discounted fares

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

A majority of those we serve to rely on public transportation and some that are new to the area due struggle to operate the bus system

Language Assistance Plan

07/22/2021

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12. What are the most frequently traveled destinations?

Mostly throughout mesa and phoenix

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

East Mesa (towards apache junction) and the far west valley

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

Not anything noticeable

15. What is the best way to obtain input from the population?

Simple surveys by email or paper surveys offered at the programs

16. Who would the population trust most in delivering language appropriate messages?

The case managers or support staff working with them in the individual programs

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

I can say for the program I oversee, (shelter and housing) I was not aware of these tools and I would interested in receiving information. malberti@turnanewleaf.org

Attachment C – Valley Metro Regional System Wide Standards & Policies

TRANSIT STANDARDS AND PERFORMANCE MEASURES

Procedures Guide



SEPTEMBER 2019



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Introduction

Valley Metro's Transit Standards and Performance Measures (TSPM) process was initiated for multiple purposes, including the necessity of developing a performance-based public transportation system consistent with federal and state (including Transit Life Cycle Program) requirements. Transit standards and performance measures are intended to assess the effectiveness of transit operations in achieving the adopted service provision goals and help identify whether performance improvement actions taken to enhance performance and productivity are effective. The Fixing America's Surface Transportation (FAST) Act furthered several important transportation goals, including safety, state of good repair, performance and program efficiency. The act established performance-based planning requirements that align federal funding with key goals and tracks progress towards those goals.

In coordination with representatives from member agencies, Valley Metro initiated a process to establish agency transit service and capital standards and performance measures. The initial scope of Valley Metro's TSPM effort required the completion of the process through multiple phases. The initial phase, adopted by the Valley Metro Regional Public Transportation Authority (RPTA) Board of Directors and Valley Metro Rail (VMR) Board of Directors in November 2013, considered elements critical to the establishment of transit service standards including the identification of service provision goals, defining service types (including minimum operating standards for each), preliminary performance measures and the process for evaluating and recommending service changes. The second phase, adopted by the RPTA and VMR Boards of Directors in December 2014, focused on the development of transit service performance measures, transit service thresholds, application principles and implementation standards for new service. The third phase, adopted by the RPTA and VMR Boards of Directors in June 2016, focused on defining the process for the development of performance thresholds, the establishment of service design standards, and the development of a regional fleet prioritization process for existing and expansion fleet needs. The Final Reports for each phase are provided in the Appendices A-C of this document. Adoption of TSPM included the stipulation that TSPM would be reviewed every two years and updated regularly as appropriate to ensure they are consistent with Valley Metro's evolving goals.

This document serves as the first comprehensive update to the adopted TSPM policies and defined procedures associated with the administration of evaluating the performance of the region's transit services and capital assets. Rather than independent TSPM sections, this update consolidates all previous TSPM phases into the TSPM Procedures Guide and incorporates the updates undertaken through collaborative discussions with member agencies/regional partners in the Transit Standards and Performance Measures Working Group (TSPMG) and Service Planning Working Group (SPWG) from August 2018 to May 2019.

The TSPM Procedures Guide is considered to be a "living" document and is intended to refine existing standards and establish any new elements (such as emerging technologies and service models) as necessary to advance the goals and objectives of the Valley Metro Regional TSPM program. As a result of the review process, there were several additions, deletions, and modifications to various TSPM elements. The document is organized into the following seven distinct sections:

- 100 – TSPM Program Overview
- 200 – Transit Service Standards
- 300 – Transit Service Performance Measures and Evaluation Process
- 400 – Bus Stop Optimization Process
- 500 – Regional Fleet Prioritization Process
- 600 – Transit Center and Park-and-Ride Classification
- 700 – Mobility Enhancement Uses

100 – TSPM Program Overview

Regional transit standards and performance measures were established to assist Valley Metro and member agencies in developing and maintaining a performance-based approach to managing the region's transit investments. This section of the TSPM Procedures Guide documents the four elements that comprise the foundation of the TSPM program. These elements include:

- 110 – Valley Metro Transit System Goals and Objectives
- 120 – Applicability of TSPM
- 130 – TSPM Process Overview
- 140 – TSPM Update Process

110 – Valley Metro Transit System Goals and Objectives

Transit system goals were developed by Valley Metro and member agencies to establish a common framework for developing transit standards and performance measures; a total of five transit service provision goals were adopted by the RPTA and VMR Boards. The adopted transit service provision goals and objectives are provided in **Table 1**.

Table 1: Adopted Transit Service Provision Goals and Objectives

Adopted Goals	Adopted Objectives
Implement services in the Regional Transportation Plan (RTP) in consideration of a performance-based system.	▪ Meet or exceed ridership levels as determined by ridership thresholds established by applicable service mode ▪ Meet or exceed farebox recovery levels as determined by Valley Metro's adopted target for farebox recovery by applicable service mode

Adopted Goals	Adopted Objectives
Give high priority to services that focus on the transit-dependent population.	▪ Serve low-income, zero-auto households, elderly, youth, and persons with mobility disabilities (as determined by the established thresholds for service area measures)
As a secondary priority, provide transit service that is desirable as an alternate mode to automobile travel.	▪ Provide transit services that offer reliable travel times and transfer connections (Definition: Reliability is determined by the current established threshold for on-time performance) ▪ Provide transit service options that offer travel times (bus stop to destination) competitive with single occupied vehicle travel ▪ Provide secure transit services (Definition: Security is determined by the current established threshold for the number of public safety incidents per 100,000 miles of revenue service) ▪ Provide comfortable passenger trips through adequate seating availability (Definition: Comfort is determined by the current established threshold for peak load factor)
Improve Valley Metro's overall performance and promote the long-term financial stability of the agency.	▪ Meet or exceed ridership levels as determined by ridership thresholds established by applicable service mode ▪ Meet or exceed Valley Metro's adopted target for farebox recovery
Promote expansion that builds existing services to meet standards and focuses new services in key areas (higher population density, limited auto availability, low income, major activity centers).	▪ Meet regional transit service standards as adopted by Valley Metro Boards ▪ Serve low-income or zero-auto households ▪ Provide regional connectivity ▪ Serve population and employment areas (transit service demand)

120 – Applicability of TSPM

The applicability of the TSPM to transit investments in the region is defined as follows:

120.1 Services Subject to TSPM

All transit services that are or will be funded (all or in part) by Arizona Legislature-approved Valley Metro regional transit funding sources (currently the Public Transportation Fund and Arizona Lottery Fund) are subject to the board-adopted regional TSPM. Local jurisdictions that fully fund and operate transit services are encouraged to adopt the regional TSPM for locally funded transit investments.

120.2 Relationship to Transit Life Cycle Program

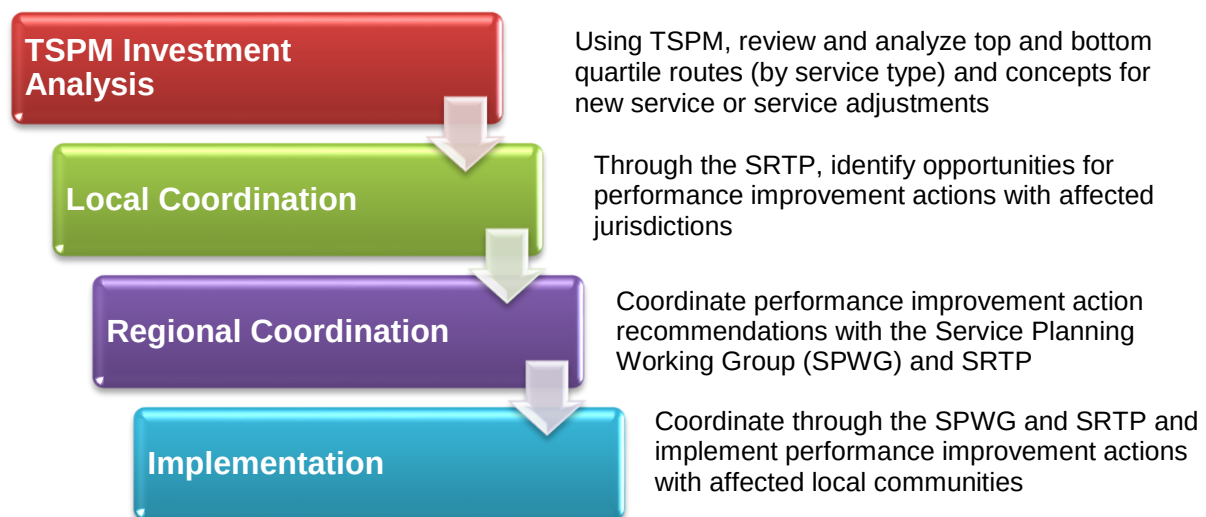
The application of the regional TSPM will be consistent with, and adhere to, the Valley Metro Board-adopted Transit Life Cycle Program (TLCP) policies. Should a discrepancy arise between the application of the regional TSPM and the TLCP policies, the TLCP policies¹ shall take precedent.

130 – TSPM Process Overview

Valley Metro will conduct an annual transit performance evaluation consistent with the procedures established within this guide and in coordination with other adopted processes such as TLCP updates, Short-Range Transit Program (S RTP), and individual evaluations requested by member agencies.

The annual transit performance evaluation process includes an assessment of all existing transit services in the region (locally funded and regionally funded) by service and facility type. Four primary steps are included in the performance evaluation process: TSPM investment analysis, local coordination, regional coordination, and implementation. **Figure 1** provides an overview of the process.

Figure 1: TSPM Process Overview



140 – TSPM Update Process

Regional transit standards and performance measures, including the procedures documented in the guide, will be updated regularly as appropriate to ensure that the adopted transit standards, performance measures, and associated processes are consistent with Valley Metro’s evolving goals and objectives. The Valley Metro regional transit standards and performance measures will be reviewed approximately every two years and updated as required.

¹ Valley Metro’s TLCP policies can be found on their website at <https://www.valleymetro.org/transit-life-cycle-program>

Table 2 provides a high-level overview of the changes made to the TSPM in this 2019 update, with all changes elaborated on greater detail within in each subsection.

Table 2: Summary of TSPM Changes

Change	Section	Description
Addition	Section 210 – Transit Service Types	Incorporated streetcar and bus rapid transit (BRT) as transit service types.
Addition	Section 220 – Transit Service Standards	Incorporated streetcar and BRT service standards.
Addition	Section 240.6 – Local Service Planning Support	Developed support request form to better document and assist member agencies with evaluating their services and improve the SRTP process.
Modification	Section 240.9 – Transit Propensity Tool	Modified the propensity tool methodology to include additional variables that make the model better reflect the region's context.
Addition	Section 250.0 – Frequency Assessment Standards for Transit (FAST)	Developed a planning tool to evaluate the existing transit network for opportunities to increase frequency.
Addition	Section 310 – Transit Service Performance Measures and Planning Tools	Added eight new planning tools including boarding to peak fleet ratio, employed and student population, weekday average boardings, percent time point dwelling, average dwell per time point, peak speed, off-peak/peak speed ratio, and FAST
Deletion	Section 310 – Transit Service Performance Measures and Planning Tools	Removed boardings per revenue hour as a Transit Standard Performance Measure ² .
Addition	Section 310 – Transit Service Performance Measures and Planning Tools	Adopted Frequent Service (Local and Express Services) and Late Night (Local Service) Maps to recognize routes that exceed performance standards.
Addition	Section 320.1 – Fixed Route Benchmarks	Adopted Transit Performance Report (TPR) benchmarks (boarding per year, revenue miles per year, boardings/revenue mile) to track overall system health as part of the TSPM process.
Addition	Section 400 – Bus Stop Optimization Process	Adopted a process for evaluating the existing transit network's bus stop spacing for the possibility of stop consolidation or elimination.
Modification	Section 510 – SRTP Methodology	Adjusted the five-year program's production years to be years 1-3 and development years to be years 4-5.
Addition	Section 600 – Transit Center and Park-and-Ride Classification	Adopted a classification matrix with general facility features to improve regional consistency and meet customer expectations.
Addition	Section 700 –Mobility Enhancement Uses	Incorporated a coordination effort to create a database of regional Mobility Enhancement Uses (MEUs) pilots.

² See page 21 for explanation as to why this measure was eliminated.

200 – Transit Service Standards

Transit service standards include the definition of transit service types and the standard operating characteristics of each. This section provides a description of the adopted Valley Metro transit service types and their associated standards and is organized as follows:

- 210 – Transit Service Types
- 220 – Transit Service Standards
- 230 – Transit Service Design Standards
- 240 – Transit Service Standards Procedures

210 – Transit Service Types

Transit service types are used to define and classify the different modes of transit service operated in the region. By classifying transit services into different types, routes can be more equitably compared to one another within the same service type and performance expectations can be better managed. For example, a commuter express bus route that operates a limited number of peak-period one-way inbound and outbound trips would not be expected to perform similarly to a local bus route that operates in densely populated areas with moderate to high frequency service throughout the day. Transit service types also serve as a tool for understanding what type of service may be most appropriate for a specific area or location. Ten service types were established as part of the original TSPM efforts and include vanpool, demand response/flex route, rural connector, community circulator, local bus, key local bus, limited stop peak, limited stop all-day, commuter express, and light rail transit. As a result of the evolving regional transit system, two additional service types have been incorporated as part of this update: streetcar and bus rapid transit (BRT). With every update, new service types may be added to the TSPM. A description of each adopted service type is provided in **Table 3**.

Table 3: Transit Service Types

Service Type ³	Description
Vanpool	Serves groups of 6 to 15 persons that travel to a common destination. Provides a commuter express-type option for limited-demand worksites not necessarily located within major regional employment centers.
Demand Response/Flex Route	Serves low-density (four DU/Acre or lower) and low-demand areas not currently capable of sustaining fixed-route transit service or other available basic mobility options. Potentially more cost-effective than traditional fixed-route transit service based on total cost to operate and may be implemented to connect community members to essential local destinations including, but not limited to, grocery stores/pharmacies, medical facilities, education campuses, and work sites.

³ Fare structure varies between service types. Information on Valley Metro fares can be found at <https://www.valleymetro.org/fares>.

Service Type ³	Description
Rural Connector	Provides rural areas with connections to urban services. Service typically operates in “flex” mode to meet ADA requirements for curb to curb service within 0.75 miles of the route alignment. Passenger stops may be fixed by location or offered on a “flag” or “hail” basis.
Community Circulator	Generally operates in neighborhoods or activity centers (i.e. central business district, historic town center, etc.) providing connectivity to local area resources /amenities, providing area circulation, or connecting to fixed local route service. Routes are typically short in length and may offer circuitous routing to provide direct connections to local area destinations. Passenger stops may be fixed by location or offered on a “flag” or “hail” basis.
Local Bus	Traditional fixed-route transit bus service that generally operates on arterial roadways. Except where there is limited development, passenger stops are typically posted on frequent intervals to maximize passenger access. The Valley generally operates on a grid system (north-south/east-west routes) that facilitates transfers to reach destinations.
Key Local Bus	Similar to local bus service, but located in corridors that are expected to meet a higher level of performance based on proximity to transit dependent populations (low-income and low-auto ownership) and demonstrated performance. New local routes should be classified as a local bus, until performance at the Key Local Bus level is demonstrated. Please see an expanded description in the Key Local Bus Qualifications Section.
Limited Stop Peak	Limited stop peak service generally operates on arterial roadways during peak periods with a limited or infrequent number of passenger stops. The limited stop configuration provides for increased operating speeds. This service type can be operated as an overlay service within a corridor or roadway that is served by one or more other service types.
Limited Stop All-Day	Characterized by limited stop, high frequency, all-day service. Generally operates on arterial roadways with a limited or infrequent number of passenger stops. The limited stop configuration provides for increased operating speeds. This service can be operated as an overlay service within a corridor or roadway that is served by one or more other service types as demonstrated by service-demand studies.
Commuter Express	Transit service designed to serve commuter markets. Typically operates during peak periods with a limited number of inbound passenger stops (express), connecting residential areas or suburbs/cities with regional employment centers. This service uses park-and-ride facilities as primary inbound passenger access points and freeway high occupancy vehicle lanes (HOV) or other fixed/semi-exclusive guideways where available.
Streetcar	Streetcar is an electric-powered rail technology that could operate in either shared or exclusive lanes. Streetcar vehicles are smaller and usually travel shorter distances than light rail vehicles. It serves high density urban areas, such as downtowns and major employment centers.
Bus Rapid Transit (BRT)	Rapid mode of transportation that can provide the quality of rail transit and the flexibility of buses. This often includes a high degree of performance (especially speed and reliability), ease of use, ITS elements, integrated system of facilities, enhanced equipment / services / operations / amenities, and careful attention to aesthetics and comprehensive planning.

Service Type ³	Description
Light Rail Transit	A high capacity rail transit technology operating on a fixed or semi-exclusive guideway. Generally serves moderate to high density urban/suburban areas providing connections to regional employment centers and other major activity centers.

220 – Transit Service Standards

Transit service standards represent the operating characteristics of a service including frequency, span of service, and days of operation and assist in the general design of services. They also provide for a more consistent and reliable regional transit system for passengers. Transit service standards, which have been adopted for each service type, are based on anticipated demand (ridership), markets served (e.g. all day travel market versus commuter market), and proven industry practices employed by peer regions. For example, routes identified as Key Local Bus routes have higher demand; therefore, they have a higher minimum recommended standard for frequency (every 15 minutes during peak and 30 minutes off-peak) compared to Local Bus routes (every 30 minutes all day) which have lower general demand. Service standards for each service type, as well as the two new service types, are provided in **Table 4**.

Table 4: Service Standards by Service Type

Service Type	Minimum Headway or Daily Trips ¹	Minimum Span Week / Sat / Sun	Minimum Operating Days
Dial-a-Ride (ADA)	NA	ADA service shall be available throughout the same hours and days as fixed route service	
Vanpool	NA	NA	NA
Demand Response/Flex Route	NA	NA	NA
Rural Connector	4 trips inbound / 4 trips outbound	NA	Mon – Fri
Community/Circulator	30 min	12 hrs / 0 hrs / 0 hrs	Mon – Fri
Local Bus	30 min ²	16 hrs / 14 hrs / 12 hrs	Mon – Sun
Key Local Bus	15 min peak / 30 min base	16 hrs / 14 hrs / 12 hrs	Mon – Sun
Limited Stop Peak	4 trips AM / 4 trips PM	NA	Mon – Fri
Limited Stop All-Day	Headways same as LRT, up to 2X Peak	16 hrs / 14 hrs / 12 hrs (Same as LRT)	Mon – Fri
Commuter Express	4 trips AM / 4 trips PM	NA	Mon – Fri
Light Rail Transit	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun
Streetcar³	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun
Bus Rapid Transit³	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun

¹ Standards require service to be bi-directional unless otherwise noted

² 60 minute frequency during off-peak hours (before 6:00 AM and after 6:00 PM)

³ New Service Type

Passenger stops and stations are categorized as transit capital facilities and the spacing of each facility has a direct impact on transit service operations by affecting travel time and passenger access. Transit service types that provide localized operations typically have passenger stops more frequently spaced in contrast with limited stop services, where passenger stops are located at greater distances. Minimum passenger stop spacing, which is provided in **Table 5**, has been adopted for the applicable transit

service types. Passenger stop spacing standards represent minimum spacing distances; however, where development patterns are of higher or lower density than typical within the region, an exception to the adopted standard may be warranted (e.g. closer stops spacing in downtown areas).

Table 5: Minimum Passenger Stop Spacing

Service Type	Base*
Vanpool	NA
Demand Response/Flex Route	NA
Rural Connector	NA
Community/Circulator**	1/4 Mile
Local Bus	1/4 Mile
Key Local Bus	1/4 Mile
Limited Stop Peak	1 Mile
Limited Stop All-Day	1 Mile
Commuter Express	4 Maximum Inbound Stops
Light Rail Transit	1 Mile
Streetcar***	1/4 Mile
Bus Rapid Transit***	1/3 - 1 Mile

*There can be stops spaced up to 1/8 of a mile in High Density Areas

**Some circulators have flag stops; therefore, spacing may vary

*** New transit service type

230 – Transit Service Design Standards

Service design standards provide a consistent structure for planning new services or modifying existing services. This section provides a description of the service design standards for route deviations, route duplication, and revenue-service end-of-line vehicle turnarounds.

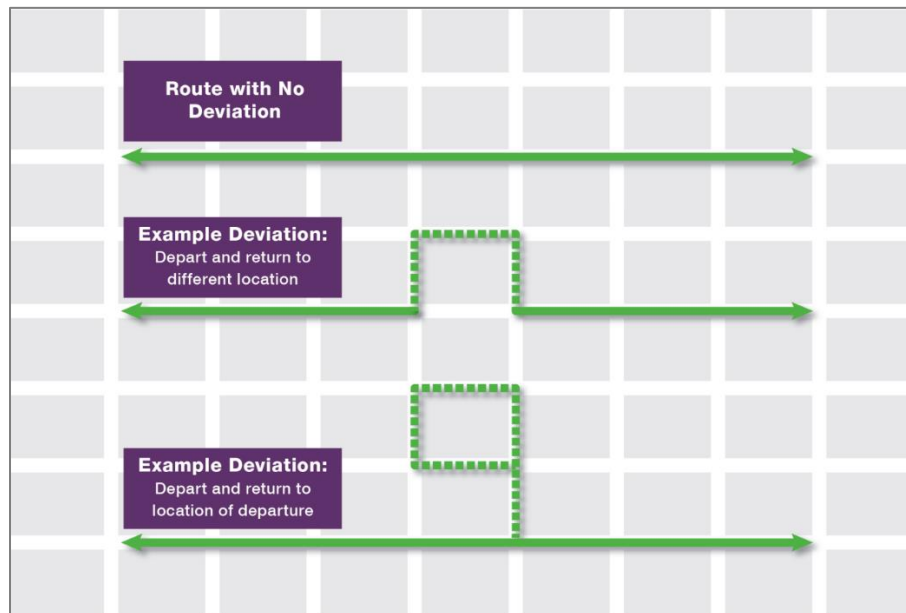
230.1 Route Deviation Standards

A route deviation is defined as any departure from the primary corridor of a route's operation. Route deviations typically occur between a route's termini using one of the following methods:

1. Depart from and return to the primary corridor at the same location, or
2. Depart from and return to the primary corridor at a different location.

Figure 2 below depicts what is meant by route deviation.

Figure 2: Examples of Route Deviation



To maintain the integrity of the regional transit system's grid architecture and optimize route and system-level performance, new deviations on any existing regionally funded route or any new regionally funded route (local, key local, limited stop peak, and limited stop all-day) shall be avoided; however, a route deviation may be warranted if it is no greater than 1-mile or 5-minutes one-way (2-mile or 10-minutes round trip), results in no more than a total of two deviations per route, does not require additional fleet (unless additional fleet has been prioritized for the service), and one or more of the following conditions are met:

- Connects to a light rail station
- Connects to a regional transit center
- Connects to an inter-modal transportation facility (i.e. passenger airport, greyhound terminal, etc.)
- Connects to another transit service at the route's end-of-line location
- Projected performance of deviation does not negatively impact the overall performance of the route under consideration

Other considerations for route deviations include:

- Determine if service delivery alternatives can effectively meet the purpose of the requested/desired fixed-route deviation. Examples include implementation of formal carpooling and/or vanpooling programs at employer sites or capital improvements such as pedestrian facility upgrades to better accommodate pedestrians between existing passenger stop locations and the targeted location for a potential fixed-route deviation.
- If a route is closer than one mile to a desired deviation, connecting the route with the shortest deviation required should be given consideration.
- Limit deviations by time of day or day of week to maximize transit efficiency and effectiveness.

- Avoid circulating through areas with potentially non-compatible land uses such as single-family residential areas that have homes facing the street. More compatible land uses include multi-family residential, government, commercial and industrial.
- Avoid circulating through or laying-over on private property unless other options are inefficient (excess circulation) or undesirable (incompatible land uses, inconvenient to rider). An agreement with the property owner and/or manager is required prior to the commencement of operations on private property.
- Operate on arterial and collector streets with sufficient lane width to accommodate a full-size transit bus travelling in each direction at the posted speed.
- Left turns at unsignalized intersections should be avoided.

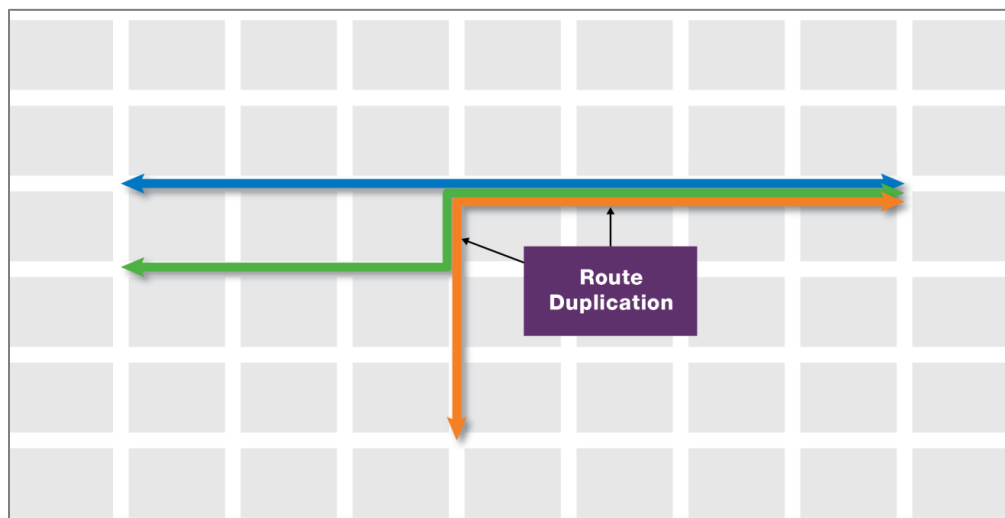
230.2 Route Duplication Standards

Route duplication is defined as the operation of two or more routes or services along the same street segment or on closely parallel streets (within one-quarter mile of each other) and is depicted in

Figure 3: Examples of Route Duplication. Regionally funded transit services shall avoid route duplication; however, under the following conditions, route duplication may be warranted:

- Availability of a designated transit corridor (HOV lane, business access and transit (BAT) lanes, transit guideway, etc.);
- Access and egress to park-and-ride facilities, transit centers, rail stations, or inter-modal transportation facility;
- If duplicative routes provide enhanced frequency in a corridor or corridor segment where the performance of the individual routes can be maintained at a performing level;
- If duplicative routes have different stop spacing characteristics (for example, local bus and light rail operating within the same corridor provide access and egress at different intervals, which may be necessary to conveniently transport passengers to and from their desired origin/destination).

Figure 3: Examples of Route Duplication



230.3 Revenue Service End-of-Line Vehicle Turnarounds

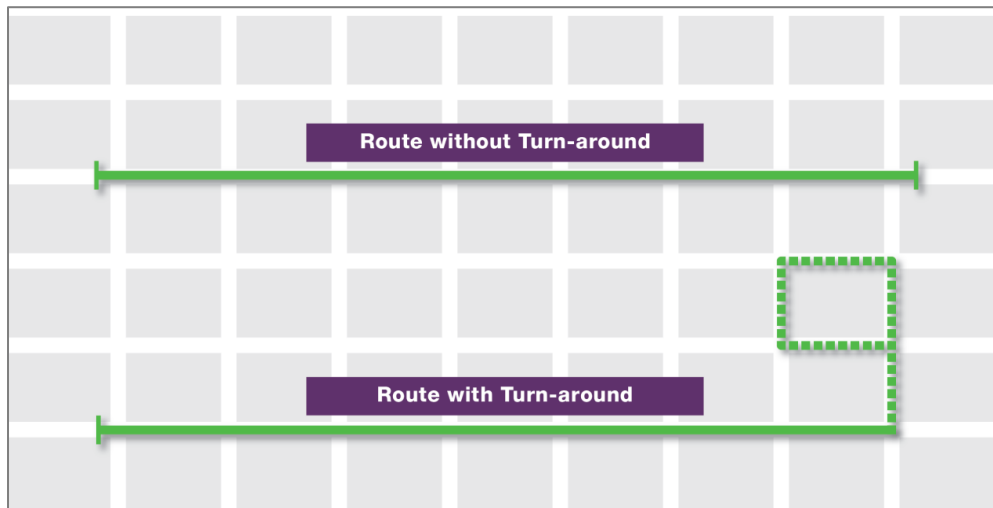
Revenue-service vehicle turnarounds should avoid excessive circulation to maintain the transit system's grid architecture and minimize operating costs. However, without a facility to accommodate turnarounds at a route's terminus, excessive circulation may be necessary to maneuver vehicles into the proper position/location for return trips.

To minimize potential impacts to surrounding land uses and maximize operations and cost efficiencies, the shortest path of travel for revenue-service end-of-line turnarounds is desired. The following considerations are applied for the design of revenue-service end-of-line vehicle turnarounds on new regionally funded transit services or existing regionally funded transit services where the end-of-line location is being modified:

- Is there a dedicated transit facility (e.g. park-and-ride or transit center) within one mile of the designated route terminus that can accommodate off-street transit vehicle circulation and has the capacity to stage the quantity of vehicles being planned for the new service or service modification? If yes, the route shall be extended to the transit facility.
- If no dedicated transit facility exists to accommodate the end-of-line layover, the following considerations should be utilized to define a route's revenue-service end-of-line turnaround(s).
 - Operate on arterial and collector streets with sufficient lane width to accommodate a full-size transit bus travelling in each direction at the posted speed;
 - Avoid circulating through areas with potentially non-compatible land uses such as single-family residential areas that have homes facing the street. More compatible land uses include multi-family residential, government, commercial, and industrial;
 - Avoid circulating through private property unless other options are inefficient (excess circulation) or undesirable (incompatible land uses). An agreement between Valley Metro and the property owner and/or manager, obtained in cooperation with requesting member agency, is required prior to the commencement of operations on private property;
 - Consider routing that provides opportunities to accommodate interlining between transit routes, where possible, to reduce non-revenue miles (and turnaround segments).

Figure 4 below depicts what is meant by end-of-line turnaround.

Figure 4: Example of End-of-Line Turnaround



240 – New Transit Service Standards and Planning Procedures

Procedures defining transit service standards have been adopted by the Valley Metro Board as TSPM application principles (see **Appendix B: TSPM Phase II Final Report**). This section outlines the procedures for new transit services and how they are prioritized.

240.1 New Transit Service Definition

New transit services include routes not currently in operation or any material service change (defined in the adopted TLCP policies as a 25% or greater change in a route's service level). As concepts for new services are identified, the process for assessing performance potential shall be applied to determine the recommended transit service type for implementation.

240.2 Regionally Funded Transit Services

New services are expected to meet the Board-adopted transit service standards upon implementation; however, exceptions shall be considered for weekend service levels. A new service may have limited weekend demand; therefore, weekend service standards may be relaxed until there is reasonable and sufficient demand to support weekend service above the lower performance threshold.

240.3 Locally Funded Transit Services

Consistency with adopted transit service standards as defined in **Table 4** above is recommended for all locally funded transit services; however, this is at the discretion of the local funding agency.

240.4 Relationship to TLCP

The implementation of all new services shall be consistent with the adopted TLCP policies, including jurisdictional equity, and the TSPM procedures identified herein.

240.5 Planning Process

New transit services identified by Valley Metro member agencies and Valley Metro staff shall be considered in coordination with the regional transit service planning process, which includes the following:

- Annual transit service performance review initiated through the SPWG;
- Annual update of the Valley Metro Five-year Short Range Transit Program, Fleet Management Plan and TLCP.

240.6 Local Service Planning Support

Valley Metro will provide planning support for locally funded/operated services at the request of the local jurisdiction. Upon request from a member agency, Valley Metro will review selected routes and/or proposed service changes to ensure the service request(s) adhere to the member agency's goals and TSPM standards. This review process will take place during SRTP production years (i.e. years one through three of the five-year SRTP). To help document the process, a request form has been produced so member agencies can clearly denote which services and changes they would like support evaluating. The request form is provided in **Appendix D: Local Service Planning Support Request Form**.

Using TSPM planning tools, route performance and optimization analyses will be conducted for the review. The results of the service change(s) analysis will be presented to the member city in the form of a short summary report that includes:

1. Name of requesting agency
2. Service assessment request
3. Description of proposed services
4. Performance review (TSPM quartiles)
5. Applicable transit tool evaluation and route optimization (for alignment and segment)
6. Summary of observations and recommendations.

Similar to Transit Implementation Studies, member agencies can elect to advance or decline the assessment results/recommendations. Should the member agency elect to advance the service change(s), the SRTP list of recommendations will be updated.

240.7 Prioritization of New Transit Services

In the event that the number of requests for new service exceeds the amount of regional funding and/or capital support infrastructure (revenue vehicles) available, implementation of services shall be prioritized as follows:

1. First, consistent with adopted TLCP policies, determine if there is available jurisdictional equity within the communities to be served by the proposed new service. This information is available from and maintained by Valley Metro.
2. The second level of evaluation includes determining if the proposed new service is included in the RTP (consistent with adopted TLCP policies and TSPM Service Provision Goal #1).
3. The third level of evaluation includes an assessment of potential performance using the planning tools associated with TSPM Service Provision Goals #2 and #5. These tools include

transit service connectivity, population density, employment density and activity centers served, zero-auto households, low-income population, elderly persons, youth (under the age of 16), and people with mobility disabilities. See **Table 9** for a complete list of planning tools. The performance potential assessment for each proposed service improvement will be conducted collaboratively with the affected local jurisdictions to be used as a decision-making aid.

240.8 Implementation Standards for New Transit Services

Implementation standards or thresholds are to be used to classify the service type of any proposed new transit service. Implementation standards use performance-based quantitative and qualitative measures to classify potential services planned or programmed to be implemented within five years. A brief description of the implementation standards for each service type is summarized in **Table 6**. A complete description of the implementation standards for new services is provided in **Appendix B: TSPM Phase II Final Report**.

Table 6: Implementation Standards (Thresholds) for New Transit Service

Service Type	Thresholds for New Services
Vanpool	- Serves groups of 6 to 15 persons with a common destination - Provides a commuter express-type option for limited-demand worksites not necessarily located within one of the top 10 regional employment centers
Demand Response/Flex Route	- Serves low-density (4 DU/Acre or lower) areas without fixed-route transit service or other available transit service options - Can help build future demand for local transit market
Rural Connector	- Connect a rural community into the regional transit network - Based on market demand
Community Circulator	- Based on market demand - Routing structure connects neighborhoods to local or regional activity centers and resources - Proposed new routes that are generally less than 10 miles in length that fall below the projected boardings per revenue mile for local service would be a candidate for community circulator standard of service, to help build a future market for transit use
Local	Projected boardings/revenue mile > 90% of bottom quartile threshold
Key Local	Projected boardings/revenue mile > 90% of bottom quartile threshold
Limited Stop Peak	- Key local service operating in corridor has boardings/revenue mile $\geq$ top quartile threshold - Demand exceeding capacity on existing services in corridor OR - Existing commuter-based market on a non-freeway corridor - Estimated 6,400 person trips in market - Corridor greater than 8 miles in length - Serve top 10 regional employment center

Service Type	Thresholds for New Services
Limited Stop All Day	- Key local service operating in corridor has boardings/revenue mile $\geq$ top quartile threshold - Demand exceeding capacity on existing services in corridor
Commuter Express	- Must serve a top ten employment district - Existing commuter-based market on a freeway corridor - Estimated 6,400 person trips in market - Corridor greater than eight miles in length
Streetcar	Determined through the completion of corridor-specific transit planning studies and through incorporation into the Regional Transportation Plan
Bus Rapid Transit	Determined through the completion of corridor-specific transit planning studies and through incorporation into the Regional Transportation Plan
Light Rail	Determined through the completion of corridor-specific transit planning studies and through incorporation into the Regional Transportation Plan

240.9 Transit Propensity Tool Modification

In an effort to improve route outcome forecasting capabilities Valley Metro has undergone a retooling of its current propensity model, which is used to model performance of new transit service. The previous three coefficient based model served well to provide a relative comparison of prospective success for realignments and future routes, however alternative statistical methods allow for fewer errors in predictions.

The current model estimates ridership by comparing total population, low income population and no-car household counts to ridership in a corridor. Estimates from this system inform efforts to improve underperforming routes, and rank proposals for funding among other uses. This proved useful for the relative comparison of routes/proposals in an effort to gauge a proposal's worthiness for funding, but needed greater accuracy to predict absolute ridership in a route.

In an effort to improve the model, staff reviewed a new methodology proposed by Harvard doctoral students. Using their proposed methodology of multivariate linear regression on corridor specific demographics Valley Metro experimented with several iterations of a model and designed a new tool. The new methodology uses several variables and more granular data to produce ridership predictions with significantly greater accuracy. Additionally, this methodology allows for the flexibility of adding and removing variables to increase predictive capacity over time as new data sources come online or regional dynamics change. Going forward this tool will be used in predicting ridership for route additions, realignments and SRTF Fleet priority ranking. The annual SRTF reports display the propensity tool methodology with the latest variables, should the model be updated between now and the next TSPM update. Details of the methodology can be found in **Appendix E: Transit Propensity Tool Methodology Update Memo**.

241.0 - Frequency Assessment Standards for Transit (FAST)

While the transit propensity tool is useful in forecasting new transit service performance, an additional planning tool has been developed to evaluate routes and corridors in the existing network that may warrant higher frequency. Frequency Assessment Standards for Transit (FAST) offers a set of

thresholds and guidelines that can be used to assess individual transit corridors that are the best candidates for Frequent Service span and headway investments, as well as a snapshot of how a set of corridors could function together as a Frequent Service network.

The FAST model framework is similar to the propensity tool framework and considers eight inputs as part of the analysis. **Table 7** shows the inputs, its source, corresponding route catchment area, a 1/2-mile buffer around each route, or the study area, and the factor used in the model. The data was chosen based on its correlations with ridership on a route level. The data chosen had highest correlation with ridership and was well supported by academic literature. For complete details on how the FAST tool was developed please reference **Appendix F: Frequency Assessment Standards for Transit Final Report**.

Table 7: FAST Model Framework

Factor	Study Area	Data Source	Output
Population	1/2 mile of route	U.S. Census Bureau, ACS 2016, Block Groups	Population/ Square Mile
Jobs	1/2 mile of route	U.S. Census Bureau, ACS 2016, Block Groups	Jobs/ Square Mile
Low Income Jobs	1/2 mile of route	U. S. Census Bureau, Longitudinal Employer Household Dynamics Data	% of Total Jobs
Network Connectivity	Route connections	Valley Metro	Sum of weekday route miles of each route crossed, normalized by their length
Low Income Population	1/2 mile of route	U.S. Census Bureau, ACS 2016, Census Tracts	% of Total Population
Minority Population	1/2 mile of route	U.S. Census Bureau, ACS 2016, Block Groups	% of Total Population
Boardings Per Revenue Mile	Each route	Valley Metro	Average boardings per revenue mile
Zero Vehicle Households	1/2 mile of route	U.S. Census Bureau, ACS 2016, Census Tracts	% of Total Population

Table 8 below shows how the inputs are normalized and the resulting percentage that essentially ranks routes amongst each other according to these inputs. Routes scoring below the service area average are given 5 points, routes scoring between 100 and 149% of the service area average are given 10 points, and routes that score 150% and above are given 20 points. For each of the routes, their scores are ranked by productivity, transit equity, and finally a composite of the two (productivity and transit equity) combined. The productivity category is determined by the following factors: population, jobs, network connectivity and boardings per revenue mile. The transit equity is determined by the following factors: low income jobs, low income population, zero-vehicle households, and minority population.

The composite ranking has all eight of these factors weighted equally.⁴ Routes are then ranked by their scores, from highest to lowest.

Table 8: FAST Normalized Inputs

Factor	Calculation	Point System
Population	$(\text{Population/Square Mile}) / (\text{Service Area Average of Population/Square Mile for 60 Local Bus Routes}) = [0 \text{ to } 150+] \%$	Between 0 and 99% = 5pts Between 100 and 149% = 10 pts More than 150% = 20pts
Jobs	$(\text{Jobs/ Square Mile}) / (\text{Service Area Average of Jobs/Square Mile for 60 Local Bus Routes}) = \%$	
Low Income Jobs	$(\text{Low Income Jobs/Total Number of Jobs}) / (\text{Service Area Average of Low-Income Jobs/Total Number of Jobs for 60 Local Routes}) = \%$	
Network Connectivity	$(\text{Sum of weekday route miles of each route crossed, normalized by their length}) / (\text{Service Area Average for all 60 routes}) = \%$	
Low Income Population	$(\text{Low Income Population} / \text{Total Population}) / (\text{Service Area Average of Low Income Population} / \text{Total Population for all 60 Bus Routes}) = \%$	
Minority Population	$(\text{Minority Population/ Total Population}) / (\text{Service Area Average of Minority Population/ Total Population for all 60 Bus Routes}) = \%$	
Boardings Per Revenue Mile	$(\text{12-month average boardings per revenue mile}) / (\text{Service Area Average for all 60 routes}) = \%$	
Zero Vehicle Households	$(\text{Zero Vehicle Households/ Total Number of Households}) / (\text{Service Area Average of Zero Vehicle Households for all 60 Bus Routes}) = \%$	

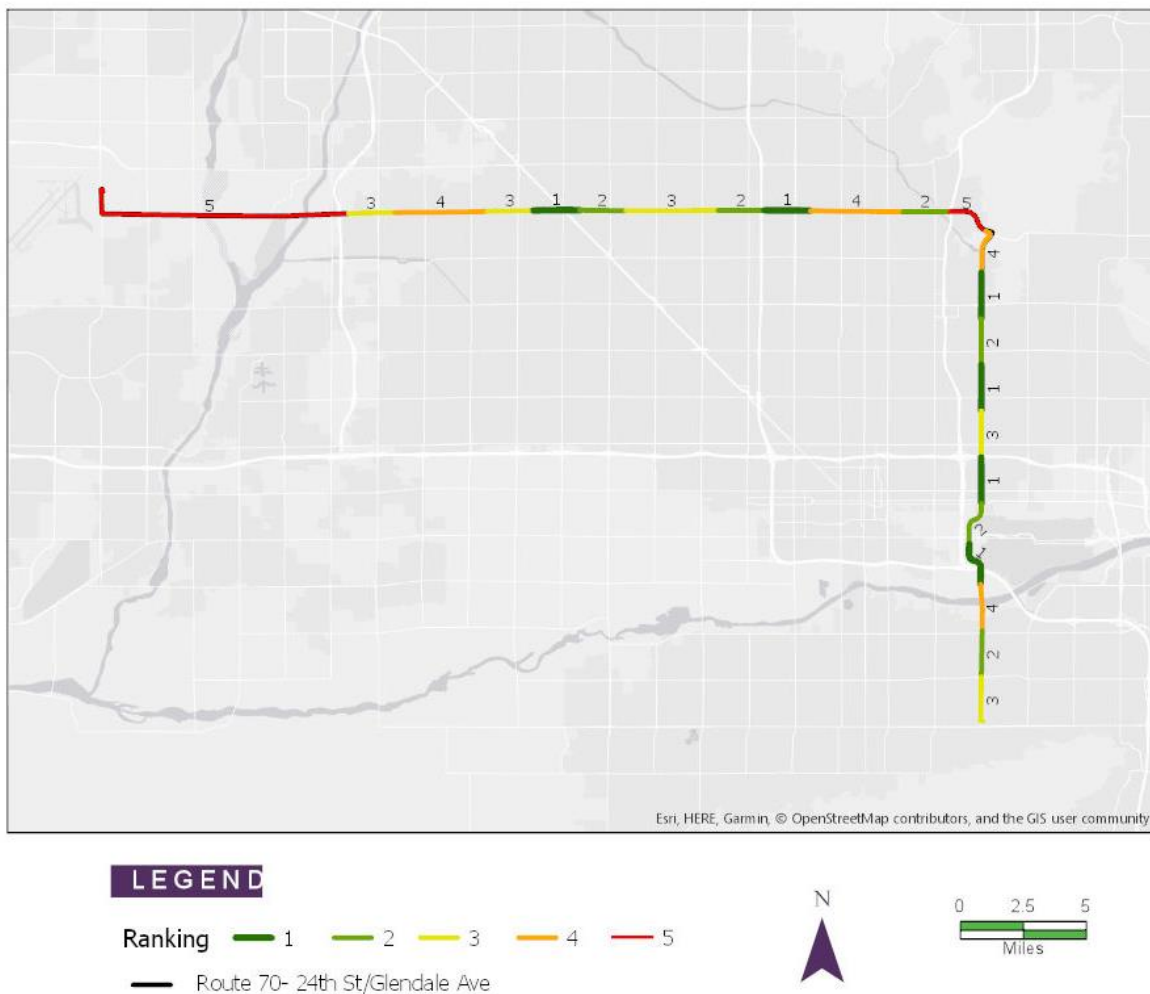
It is likely that some of the top ranking routes identified by FAST analysis will already have frequent service. Since these routes are already frequent, there will likely not be a compelling reason to recommend them for frequency increases; however, future higher demand could change that. At this time, these routes should be omitted from further analysis.

⁴ Several different weighting criteria, based on peer research, were discussed with the TSPM working group. The criteria fell into two categories for the variables: those measuring route productivity and those measuring equity/need. After looking at model run outcomes for current routes (for these two categories) and seeing which outcomes mapped best onto our understanding of the transit system and of what warranted more service, there ended up being very little variation on the model runs, with the exception of one or two routes. The variations were partially a product of the correlation between variables across the categories, like high population areas also often having high minority and low income populations simply because there are more people there. Because the variation was minimal, instead of having people assign weights based on local preference, it was decided to keep weighting neutral for all variables.

As it may not be appropriate to increase the entire length of a route to frequent service, FAST analysis on the corridor level for the remaining identified routes is recommended. A corridor level analysis evaluates a single route broken down into roughly one-mile long segments. It involves the same methodology described above except that network connectivity is removed from the model, as this is a route level measure and should be used for entire routes. As depicted in

Figure 5, the corridor segments for Route 70 are ranked amongst themselves and there is no comparison to other routes in the network.

Figure 5: Route 70 Corridor Analysis



300 – Transit Service Performance Measures and Evaluation Process

Transit service performance measures gauge how well a transit service is meeting Valley Metro's adopted transit service provision goals and objectives (see Section 110). This section provides a description of the adopted Valley Metro transit service performance measures and performance evaluation process and is organized into the following subsections:

- 310 – Transit Service Performance Measures and Planning Tools
- 320 – Transit Service Performance Measures Thresholds
- 330 – Transit Service Performance Measures Procedures

310 – Transit Service Performance Measures and Planning Tools

Transit service performance measures are intended to assess the effectiveness of transit operations in achieving the adopted service provision goals, and help identify whether performance improvement actions taken to enhance performance and productivity are effective. The Board-adopted transit service performance measures are intended to be applied separately for each transit service type (see Section 210). In addition to the Board-adopted transit service performance measures, planning tools have been developed to assist with detailed evaluation of existing services/operations or to assess the potential performance of new or expanded services being contemplated. The adopted transit service performance measures and planning tools are listed in **Table 9**.

Table 9: Transit Service Performance Measures and Planning Tools

Performance Measures	Planning Tools
▪ Boardings/revenue mile ▪ Boardings/revenue trip* ▪ Farebox recovery rate ▪ On-time performance	▪ Boardings by stop ▪ Boardings by time of day ▪ Service connectivity ▪ Subsidy per boarding ▪ Zero-auto households served ▪ Low-income households served ▪ Elderly persons served ▪ Youth served ▪ People with mobility disabilities served ▪ Peak load factor ▪ Headways/trips ▪ Service span ▪ Operating days ▪ Population density ▪ Employment density ▪ Activity centers served ▪ <i>Boarding to peak fleet ratio**</i> ▪ <i>Employed and student population**</i>

Performance Measures	Planning Tools
	▪ <i>Weekday average boardings**</i> ▪ <i>Percent time point dwelling**</i> ▪ <i>Average dwell per time point**</i> ▪ <i>Peak speed**</i> ▪ <i>Off-peak/peak speed ratio**</i> ▪ <i>FAST Route Analysis**</i>
<i>*For commuter express and limited stop peak services only</i>	<i>**New planning tool</i>

As part of this TSPM update, the boardings per revenue hour metric has been removed from the list of performance measures. The TSPM Technical Advisory Group (TAG) reviewed and evaluated potential replacement metrics, but ultimately decided to remove the metric without a replacement at this time. Reasons for removing the boardings per revenue hour metric include:

1. Fixed route transit operations contracts Valley-wide are per vehicle revenue mile and not pre revenue hour.
2. The boardings per revenue hour key performance measure is duplicative of boardings per vehicle revenue mile.
3. Given the breadth of service hours in the region per vehicle revenue hour analysis is more applicable as a planning tool and not key performance measure.

In addition to the FAST tool described in Section 250.0, potential replacement metrics that are instead being adopted as additional planning tools include:

- **Boardings to peak fleet ratio** – Calculated as the number of average weekday boardings divided by the fleet required by route during weekday peak.
- **Employed and student population** – Calculated using American Census Survey data, with a 1/2 mile buffer at the block group level around route. Proportions not used, only whole block groups.
- **Weekday average boardings** – Calculated using Valley Metro ridership data.
- **Percentage of time point dwelling** – Calculated using Valley Metro monthly on-time performance data. Counts percentage of time points where a vehicle arrives more than a minute early than its scheduled time.
- **Average dwell per time point** – Calculated at the total amount of dwell time at all route time points divided by the number of all time point arrivals.
- **Peak speed** – Calculated using General Transit Feed Specification (GTFS) data and schedule times by dividing the revenue miles and hours in peak periods.
- **Off-peak/peak speed ratio** – Calculated as the ratio between the average peak speeds and the average speed during mid-day.

Table 10 below provides an overview of the focus categories to which the additional planning tools are applicable. Those categories are “system,” as in system-wide evaluation; “route optimization,” referring to the evaluation of a particular route; and “customer,” referring to tools that are focused on customer satisfaction.

Table 10: Focus Categories for Additional Planning Tools

Additional Planning Tools	Focus Categories		
	System	Route Optimization	Customer
Boarding to Peak Fleet Ratio	X		
Employed & Student Population	X		X
Weekday Average Boarding	X		
Percent Time Point Dwelling			X
Average Dwell at Time Point			X
Ridership by Peak Fleet Ratio		X	
Peak Period Speed			X
Peak vs. Off-peak Speed	X	X	X
FAST	X		X

310.1 Frequent and Late Night Service Maps

In addition to the planning tools outlined above, two new corridor designations have been established in this update. In previous phases, TSPM concerned itself with setting minimum standards and codifying procedures for targeted improvement. These new designations, Late Night and Frequent Service, are distinct in that they dictate a service standard that is exceptional rather than minimal. From a public perspective, navigating multiple schedules and maps to deduce broader network characteristics can be quite difficult, so producing simplified outputs addressing concerns of convenience, reliability and span would be useful marketing tools. This is especially true for a large system such as ours.

Frequent and Late Night Service Maps highlight corridors providing exemplary service either for their span, or their frequency. They are not a baseline, and routes will *never* be penalized for not being designated in either category. These designations signify a high level of service and provide a regional standard for improving routes already meeting minimum standards. Beyond their value as a planning tool to visualize the growing robustness of the network, they will serve as excellent marketing materials for choice riders and those requiring late night services to show the extent of late or frequent service beyond their familiar neighborhood.

Due to the difference in transit service types, Frequent Service maps were developed for local/circulator bus routes as well as Express/Commuter Routes. For local and circulator bus routes, Frequent Service is defined as routes with headways of 15 minutes or less from at least 6 a.m. – 6 p.m. on weekdays. Frequent Express/Rapid Service is provided by commuter routes with 8 or more inbound trips and 8 or more outbound trips on weekdays. Finally, Late Night Service is defined as any service running at least one full trip in both directions after midnight Monday through Friday. **Figure 6** and

Figure 7 demonstrate the Frequency Service maps by service type and **Figure 8** depicts the Late Night Service map.

Figure 6: Local and Circulator Bus Frequent Service Map (October 2018 Bid)

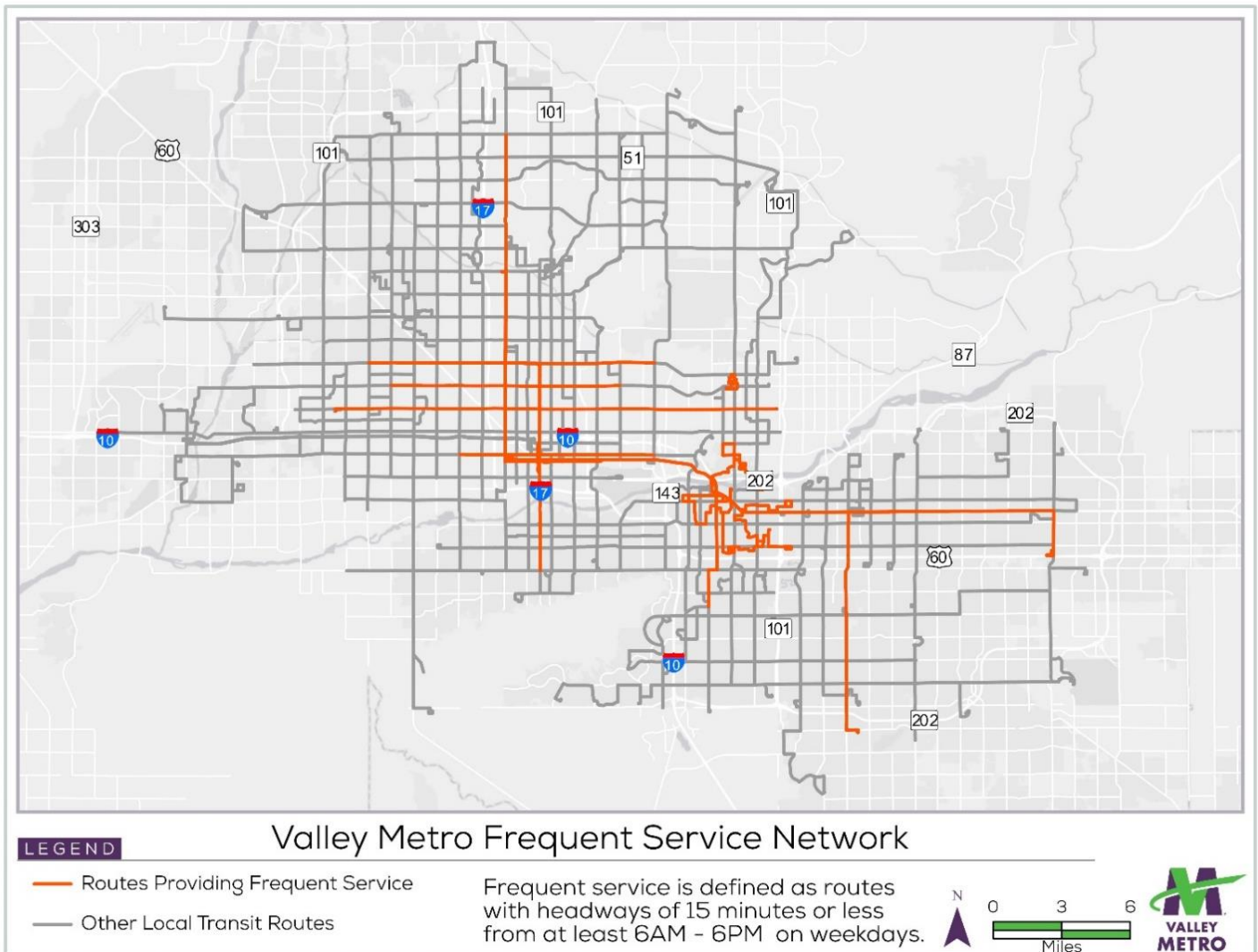


Figure 7: Express/Rapid Frequent Service Map (October 2018 Bid)

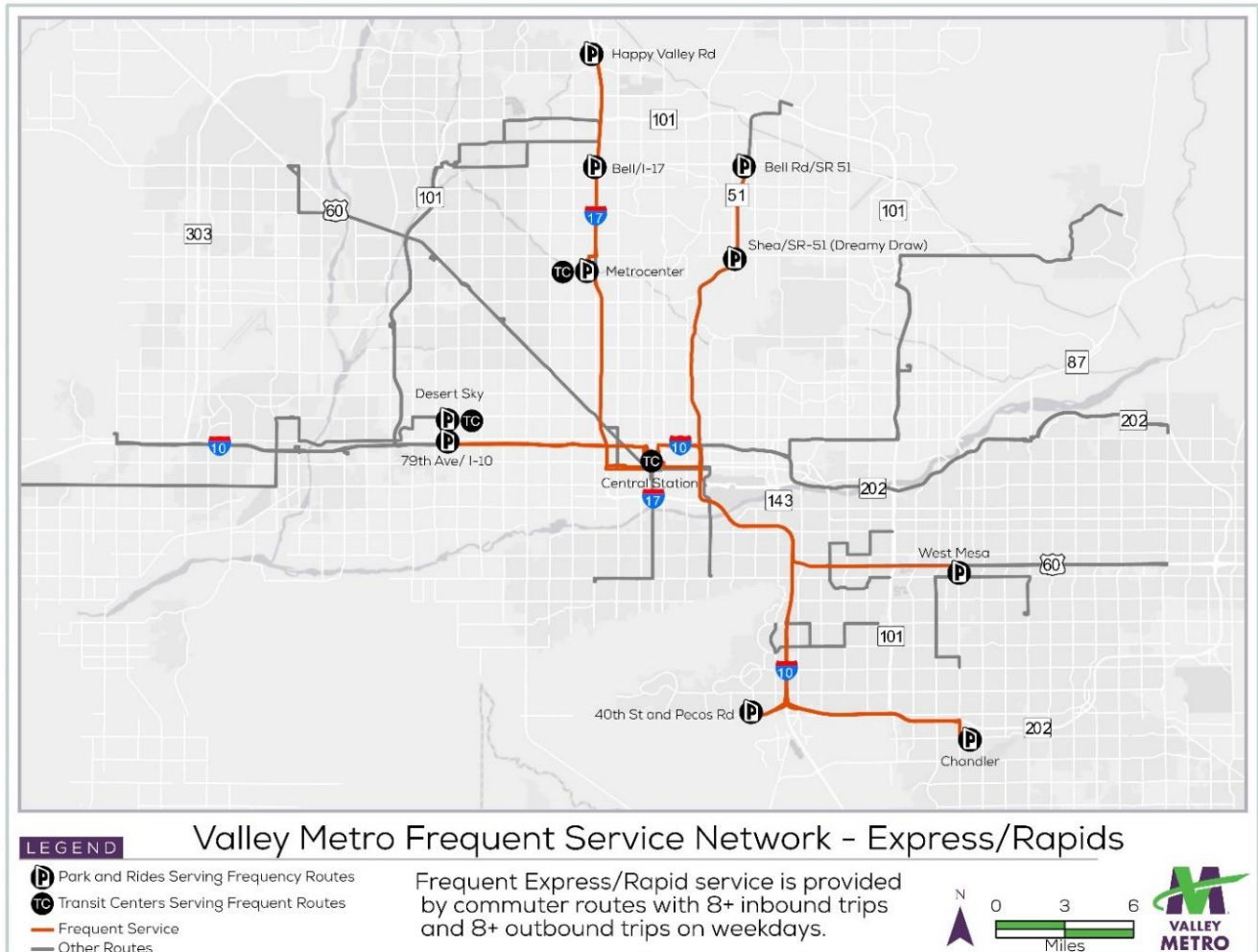
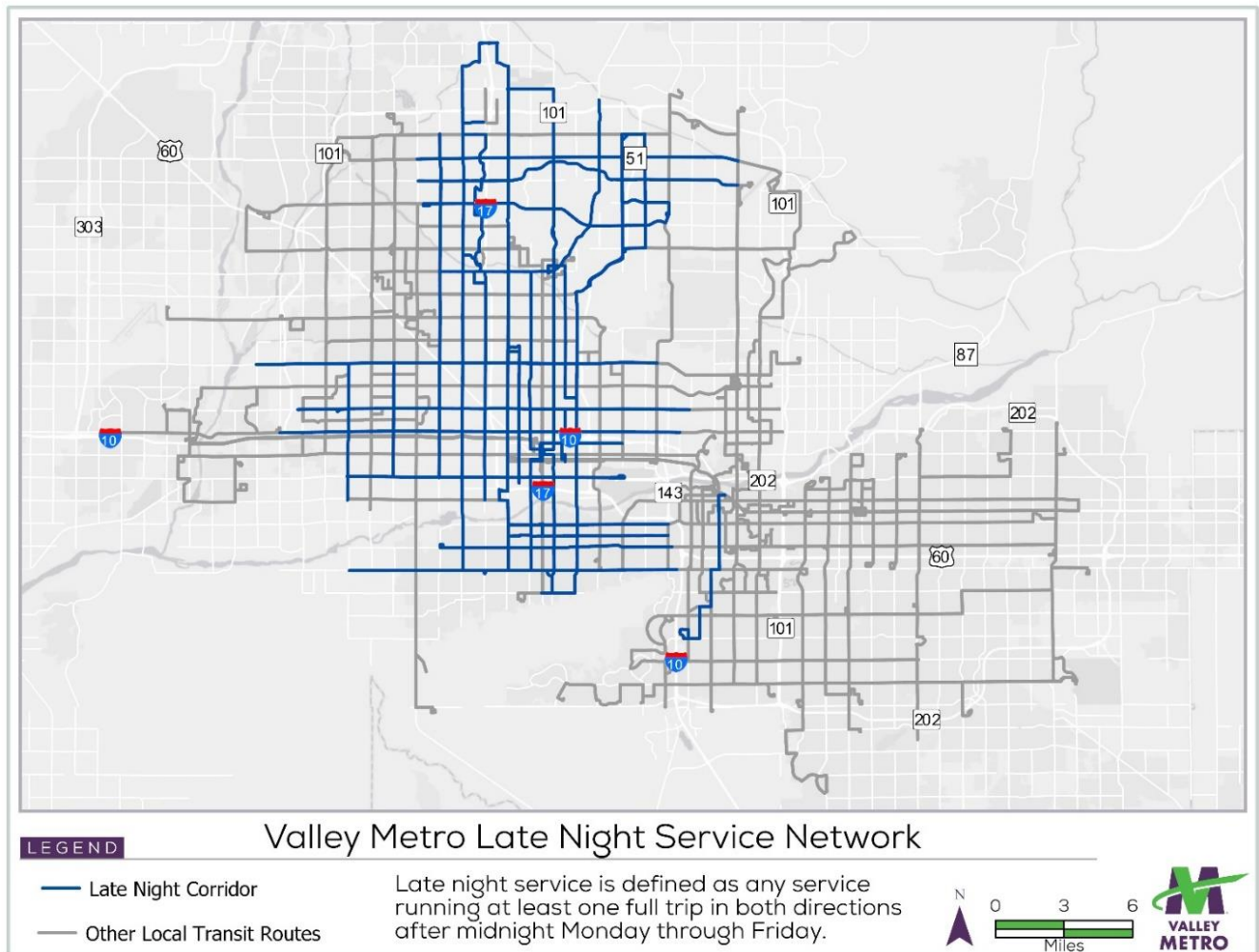


Figure 8: Late Night Service Map (October 2018 Bid)



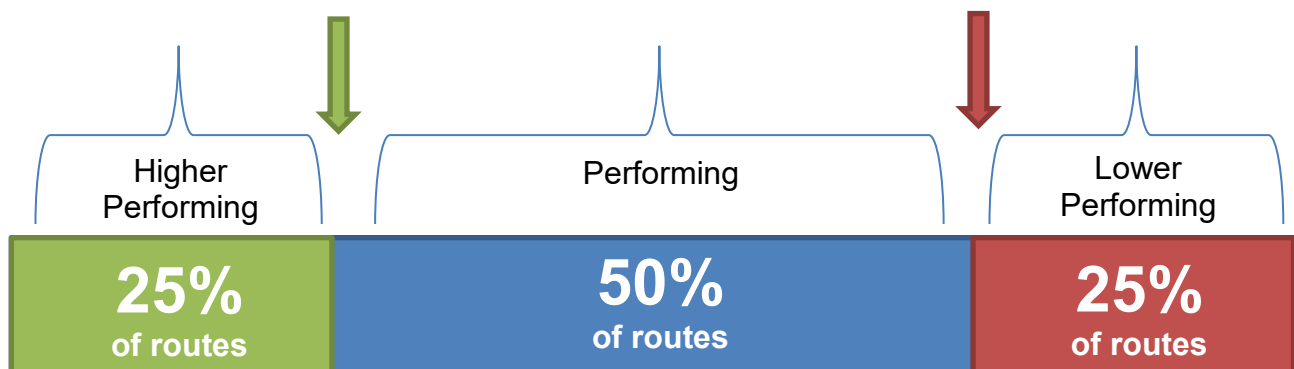
310.2 Fixed Route Benchmarks

As a high-level measure of system-wide performance and as part of the TSPM process, Valley Metro will review and report on the overall health of transit in the region through metrics used in the Transit Performance Reports (TPR). The metrics include boardings per year, revenue miles per year, and boardings/revenue mile. Used as benchmarks, the metrics will help measure year to year changes on a network level and bring attention to larger regional trends. Boardings per capita, miles traveled per capita, and the growth of the Late Night and Frequent Service maps can also be used as planning tools to support the system-wide review. Taking a system-wide perspective can in turn help Valley Metro and its member agencies evaluate how regional changes to policies, funding, economic health, service delivery models, etc. may be impacting the system.

320 – Transit Service Performance Measures Thresholds

Transit service thresholds serve as a tool for comparing and measuring the relative performance of individual services/operations by transit service type. The transit service performance thresholds developed by Valley Metro rely on a numerical ranking of each performance measure for each route or service within their respective service type category. Thresholds are established at quartile breakpoints for each transit service type to identify the top 25% and bottom 25% performers. **Figure 9** illustrates the quartile-based performance thresholds.⁵

Figure 9: Transit Service Performance Thresholds



330 – Transit Service Performance Measures Procedures

Procedures for the application of regional transit services performance measures that have been adopted by the Valley Metro Board are summarized in the subsections below.

⁵ The route performance analysis is published in the annual Short Range Transit Program (S RTP) available at <https://www.valleymetro.org/short-range-transit-program>

330.1 Performance Evaluation Frequency

All routes or services operated within the region, regardless of operating agency or funding source, shall be reviewed annually using the three performance measures and performance thresholds.

330.2 Applicable Services to be Evaluated

Locally operated and funded transit services, regardless of funding source used for fleet procurement, shall be included in the performance measurement process, but the development and implementation of local performance improvement actions are the sole discretion of the associated local jurisdiction. However, all light rail service adjustments are subject to action by the Valley Metro Rail Board of Directors, even though the operation is funded by the local jurisdictions.

330.3 Definition of “Performing” Transit Service

A route is designated as “performing” if it has no more than one performance measure ranked in the bottom quartile by service type.

330.4 Performance Attainment for New Services

New services or material service changes (as defined in the adopted TLCP policies) to an existing route are expected to attain a “performing” level within three years of implementation. If the service has not attained a “performing” level within the first three years of operation, performance improvement actions shall be identified and applied to help improve service performance for one or more measurements. A new service will not be eliminated based on performance level within the first two years of operation.

If after three years from initial implementation, the service has still not achieved “performing” status or showing improvement, Valley Metro and staff from the affected jurisdiction(s) shall work together to determine if the route will be further modified, eliminated, or remain in service. If it is agreed that the service will be eliminated, Valley Metro and the affected local jurisdiction(s) staff shall identify alternative uses within said jurisdiction(s) for any funding saved by eliminating the route.

Services that do not achieve a “performing” level after three years of continuous operation, but are showing improvement in one or more performance-measurement category, shall continue to be monitored and evaluated to determine if there are any additional performance improvement actions that can be implemented.

330.5 Performance Attainment for Existing Services

Existing services that do not meet service standards, but are “performing”, are not required to be modified to become compliant with the established service standards.

330.6 Determination of Service Evaluation

Routes or services that are operated by Valley Metro and/or funded, all or in part, by legislatively authorized Valley Metro regional transit funds (currently includes the Public Transportation Fund and Arizona Lottery Fund) that are within the top 25% or bottom 25% (by service type) of any two of the three performance measures identified in **Table 9** (Section 310.0) will be further evaluated using the

planning tools (also identified in **Table 9**) or other relevant qualitative or quantitative metrics (e.g. service evaluation by day of week).

330.7 Data Accuracy

Prior to conducting additional performance evaluations of the top 25% or bottom 25% routes (by service type), the performance data shall be reviewed for accuracy. If further review of the data identifies that it is inaccurate and the route is, in fact, “performing,” then no additional evaluation shall be conducted for that service.

330.8 Determination of Performance Improvement Action

Based on the additional evaluation of the higher performing and lower performing routes/services, potential performance improvement actions shall be identified cooperatively with all affected jurisdictions/agencies, and later, discussed with the Valley Metro SPWG. As applicable, performance improvement actions are submitted for Valley Metro Board approval through the bi-annual service change process and annual Transit Life Cycle Program (TLCP) update process.

330.9 Types of Performance Improvement Actions

Performance improvement actions may include targeted marketing, schedule adjustments, frequency, service span and days of operation adjustments, and rerouting (including route extensions and route segment terminations).

330.10 Unsuccessful Performance Improvement Actions

If performance improvement actions prove to be unsuccessful (i.e. they did not improve performance in one or more performance measurement category), potential reinvestment of resources into other services within the same jurisdiction(s) shall be collaboratively explored with the affected jurisdiction(s) to maintain jurisdictional equity as defined by the adopted TLCP policies, and if agreed to, submitted to the Valley Metro Rail Board of Directors (if applicable) and/or the Valley Metro RPTA Board of Directors for possible action.

400 – Bus Stop Optimization Process

The Valley Metro bus network consists of over 7,650 bus stop stops dispersed over 1,140 square miles. The stops vary greatly by size, design, and amenities included. According to the 2015 Origin and Destination (O&D) Survey, 89.2% of bus riders accessed the system by walking, 5.4% drove to or were dropped off at the stop, and 3.6% accessed the system by bike⁶. The O&D survey also found that 83% of bus riders that walk reported walking up to two blocks to get to transit. Optimizing bus stop locations is not only essential for maintaining and improving system accessibility, but also because stop locations have capital maintenance cost and vehicle speed impact implications that impacts the customer experience.

⁶ https://www.valleymetro.org/sites/default/files/uploads/event-resources/2014-2015_onboard_survey_final.pdf

The stop spacing standards contained within this document (Section 220) categorize stop spacing by transit service type to better guide member agencies in their stop placement decision-making process. Transit service types that provide localized operations typically have passenger stops more frequently spaced in contrast with limited stop services, where passenger stops are provided at greater distances. Minimum passenger stop spacing, which were outlined in Section 220 (**Table 5**), has been adopted for the applicable transit service types. Passenger stop spacing standards represent minimum spacing distances; however, where development patterns are of higher or lower density than typical within the region, an exception to the adopted standard may be warranted.

Furthermore, Valley Metro's Bus System Handbook is being updated to identify key areas where stops should be provided, noting places such as employment and retail centers, education centers, and major medical centers with out-patient care. The guidelines will outline general stop spacing based on population densities and the distance a person has to travel to access a bus stop. Please refer to the 2019 Bus System Handbook for specific details.

While the guidelines provide a foundation for identifying bus stop locations, they lack parameters to optimize existing stops. As a result, a more in-depth process for optimizing bus stop locations has been developed as part of this update.

Bus stop optimization involves a careful evaluation of the distance between *existing* stops and the purpose, quality, and effectiveness of them. If stops are placed too far apart, it reduces the ability of patrons to access the system. If stops are too close together, it slows down travel for those already on the bus. Thus, stop optimization is about finding the balance between access to service and service speed.

In order to develop a bus stop optimization process, Valley Metro conducted peer research and undertook a collaborative engagement process with the SPWG. The primary agency Valley Metro reviewed for guidance on developing an agency-specific process was the Maryland Transit Administration (MTA). MTA defines bus stop optimization as an on-going process that analyzes the placement and design of all bus stops in the network and includes the following actions:

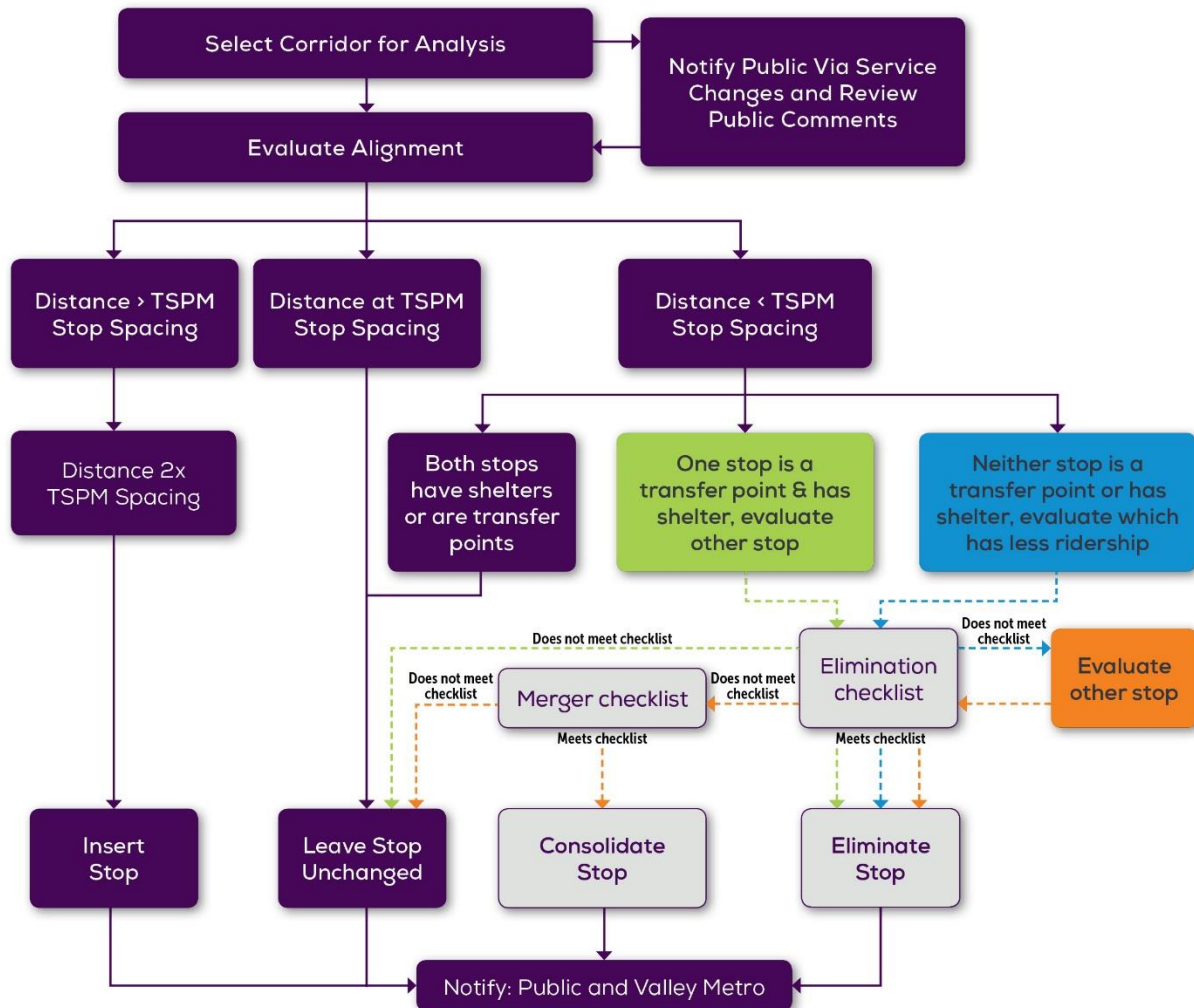
1. Consolidating (removing) existing, redundant bus stops,
2. Adding new bus stops where needed, and
3. Relocating existing stops for safety and operational improvements⁷

Stop optimization is intended to improve the quality and reliability of bus service while still providing adequate access to riders. Safety, utilization, transfer points, and site conditions are all important factors to consider throughout the optimization process.

The Bus Stop Optimization Process specifically developed for Valley Metro and its member agencies is depicted in **Figure 10** below. It starts with selecting a corridor for analysis and notifying the public for comments. The first level of evaluating the alignment looks at the distance of stop spacing as compared to the TSPM Stop Spacing Standard. For stops greater than twice the standard, a new stop should be inserted between the two. If stops are closer than the recommended TSPM Spacing Standard, stops are evaluated on whether they have a shelter and/or are transfer points. If a stop does not have a shelter and is not a transfer point, it is considered for elimination.

⁷ <https://mta.maryland.gov/content//bus-stop-optimization>

Figure 10: Valley Metro Bus Stop Optimization Process



At this point, two evaluation checklists are built-in to the Optimization process to help determine if a stop should be removed. The Merger Checklist and Elimination Checklist depicted in **Figure 11** provides a series of criteria questions that if are answered affirmatively make a stop eligible for elimination. The checklists include criteria related to the TSPM Spacing Standard, access and ADA guidelines, ridership, transfer opportunities, and trip generators. Once a stop has been evaluated through these checklists, it is either eliminated or consolidated and the public is notified of any change.

Figure 11: Merger and Elimination Checklists⁸

Merger Checklist	Elimination checklist
Yes answer to all criteria makes a stop eligible for merging: • Does the new stop location meet ADA guidelines or can it reasonably modified to meet ADA guidelines? • Does the new stop location have pedestrian access? • Does the new stop location meet TSPM spacing requirements? • Will transfer opportunity be retained at the new/merged stop or at an adjacent stop along the line? • Do the stops not under consideration for merging not serve 20% or more of the entire routes the route's daily ridership? • Is the stop being considered for merging not serve key community services such as schools, hospital, senior center, and public service offices (e.g. AZ DES)	Yes answer to all criteria makes a stop eligible for elimination: • Do the remaining/adjacent stops meet TSPM spacing? • Can the remaining/adjacent stops absorb additional ridership? • Does the stop not provide direct access to connecting transit routes, or do adjacent stops provide same connection to transit routes? • Does the stop not meet ADA guidelines, and the remaining/ adjacent stops meet ADA guidelines? • Does the stop serve less than 10% of the route's daily ridership? • Does the stop not serve key community services such as schools, hospital, senior center, and public service offices (e.g. AZ DES)?

500 – Regional Fleet Prioritization Process

Transit services are adjusted and service expansion proposals are submitted through the Short Range Transit Program (SRTP). However, given the finite quantity of vehicles available in the region and the length of time required to procure expansion vehicles, not all service adjustments or expansion needs may be accommodated with available fleet in a particular year. As such, prioritization processes have been identified for existing and expansion fleet should requests for vehicles exceed the quantity available. This section describes these processes and is organized into the following subsections:

- 510 – SRTP Methodology (Modified)
- 510 – Prioritization Process for Existing Fleet
- 520 – Prioritization Process for Expansion Fleet
- 530 – Fleet Procurement and Programming Process

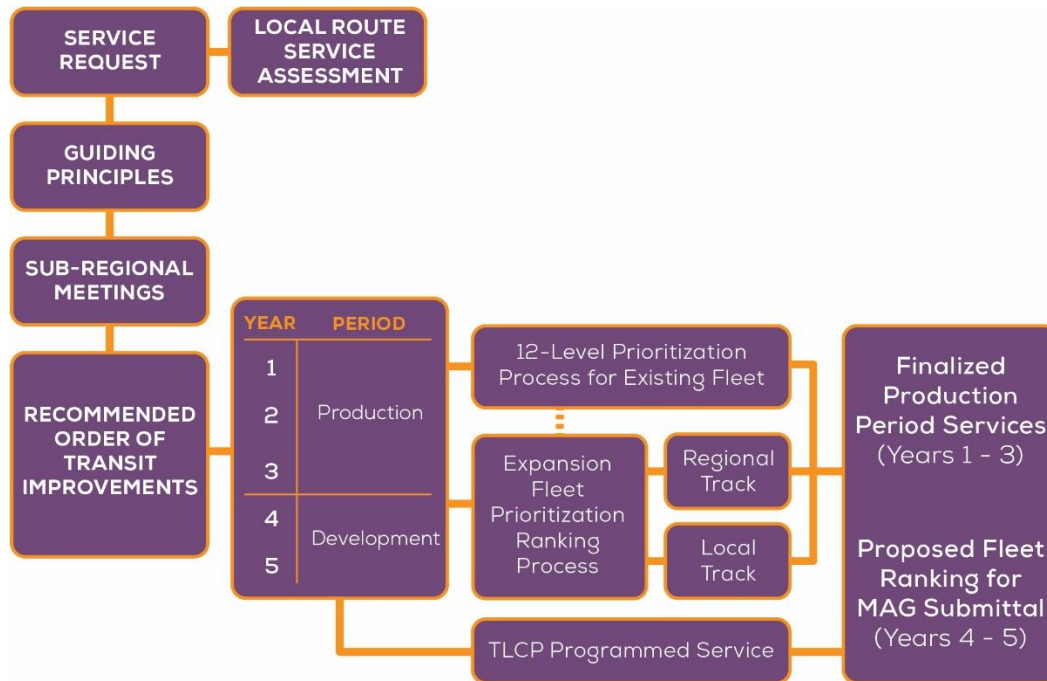
510 – SRTP Methodology

The SRTP is a five-year program aimed at the regional coordination of locally and regionally funded transit service changes. It has previously been divide into two phases identifying production phase as years 1-2, and development phase as years 3-5. In order to better understand required fleet needs, minimize confusion on immediate fleet needs, and to better coordinate the fleet prioritization process with the regional TIP, the production phase has been expanded to occur in years 1-3 and the development phase will occur in years 4-5 of the STRP process. A funding commitment letter will still be required on locally funded services that require new fleet, the commitment letter signed by the city's City Manager or Transit/Transportation Department Director must be provided subsequent to the sub-regional SRTP meetings.

⁸ Valley Metro's Bus Stop Design Guidelines discuss in greater detail the placement of bus stops and applicability of bus pullouts, transfer points, etc.

Figure 12 depicts the modified SRTP process, which includes the change in production and development years, and addition of the Local Route Service Assessment form and process (described in Section 240.6).

Figure 12: Modified SRTP Process



510 – Prioritization Process for Existing Fleet

Service adjustments in the production years (1-3) of the SRTP are ranked using the 12-level prioritization process for existing fleet. The 12-levels apply priorities to elements such as funding source, type of service adjustment and purpose of the service adjustment. The 12-level prioritization process for existing fleet is summarized in

Figure 13 below.

Figure 13: 12-Level Prioritization Process for Existing Fleet

Service Adjustment	Purpose	Rank Level
Implement TLCP-programmed service as scheduled	Implement TLCP-programmed service	1
Early implementation of programmed service as scheduled in TLCP	Addresses performance-based fleet need (high ridership or running-time adjustment)	2
	Will enhance regional transit connectivity (connect one or more routes)	3
	Will reach potential ridership generator	4
Implement TLCP-planned service	Implement TLCP-planned service	5
Locally funded expansion of an existing route funded through the TLCP	Existing service with performance-based fleet need (high ridership or insufficient schedule)	6
	Will reach potential ridership generator	7
Implementation of service adjustment on existing locally funded service	Addresses performance-based fleet need (e.g. running-time adjustment)	8
	Will enhance regional transit connectivity (connect one or more routes)	9
	Will reach potential ridership generator	10
Implementation of new locally funded service	Will enhance regional transit connectivity (connect one or more routes)	11
	Will reach potential ridership generator	12

Note: If multiple adjustment requests have same rank, the Transit Propensity Tool is used. The service adjustment with highest Transit Propensity Index will receive priority.

510.1 Tie Break Methodology

If multiple service requests receive the same rank level in the same planning year, the transit propensity tool, which estimates boardings by revenue mile, is used as a tiebreaker. For additional information regarding the transit propensity tool, refer to the Section 240.9 above or Valley Metro's TSPM Phase II Final Report in **Appendix B: TSPM Phase II Final Report** for a detailed explanation of the methodology.

520 – Prioritization Process for Expansion Fleet

Service adjustments in the development years (4-5) of the SRTP that require expansion fleet are ranked using the prioritization process for expansion fleet, which evaluates the service adjustments and assigns points based on their funding characteristics, compliance with established TSPM standards, and regional connectivity. The more points a service earns, the higher it is prioritized in the list of fleet requests submitted to the Board for their consideration and possible recommendation to Maricopa Association of Governments (MAG). The prioritization process for expansion fleet is summarized in

Figure 14.

Figure 14: Prioritization Process for Expansion Fleet

PRIORITIZATION PROCESS FOR EXPANSION FLEET		
Category	Metric	Points
Funding Characteristics	Is there between 2 and 3 years of funding committed for the service improvement? OR Is there more than 3 years of funding committed for the service improvement?	1
		2
	Is the service improvement a TLCP-planned service?	1
TSPM Compliance	Does the service improvement meet weekday service standards?	0.5
	Does the service improvement meet Saturday service standards?	0.25
	Does the service improvement meet Sunday service standards?	0.25
	Does the service improvement meet the current transit propensity threshold? (Note: only applicable to local/key local service improvements greater than 1 mile)	1
	Does the service improvement remove/modify an under-performing route deviation, thereby requiring at least one less vehicle for operation?	1
Regional Connectivity	Does the service improvement serve multiple jurisdictions?	1
	Does the service improvement connect to other transit route alignments?	0.25 per connection (2 points maximum)

520.1 Tie Break Methodology

In the event of a tie, each service improvement is further evaluated to determine its compliance with TSPM service and performance standards and to quantify its regional connectivity. The tie break methodology is summarized in

Figure 15 below.

Figure 15: Prioritization Process for Expansion Fleet Tie Break Methodology

PRIORITIZATION PROCESS FOR EXPANSION FLEET - TIEBREAK		
Category	Metric	Points
TSPM Compliance	Are weekend service standards met?	1
	If existing route, is weekday performance above the performance threshold for two or more performance measures?	1
Regional Connectivity	How many jurisdictions are served?	1 Per Jurisdiction Served

520.2 Regional and Local Tracks

Based on the outcome of the prioritization process for expansion fleet, proposed service improvements are placed on one of two tracks: a regionally-supported track and a local track. Services that rank favorably through the expansion fleet prioritization process fall into the regionally-supported track. Those services that rank less favorably but are still priorities for the submitting jurisdiction fall into the local track. If a jurisdiction still wishes to pursue implementation of services in the local track, they must support Valley Metro or the City of Phoenix Transit Department⁹ throughout the entire fleet grant application process. Upon procurement, vehicles must be provided to Valley Metro or Phoenix if either agency will be operating the service. For efficient fleet management purposes, vehicles are then assigned at the operators' discretion.

520.3 Applicability

The prioritization process for expansion fleet is applied to all services in the development years of the SRTP requiring expansion fleet with two notable exceptions. The first exception is for programmed TLCP projects. As these improvements are programmed in the RTP, they are automatically given top priority. The second exception is for services that ranked well in the production years of the SRTP but the fleet requirements exceeded vehicle availability. In these cases, the service is given priority in the next development year, secondary only to TLCP projects. All other service improvements requiring expansion fleet in the development years will be prioritized using the expansion fleet prioritization process.

530 – Fleet Procurement and Programming Process

Regional transit fleet procurement and programming occur through a multi-agency integrated process that includes local jurisdictions, Valley Metro and MAG. The planned procurement and programming process is as follows: a request for service adjustment is made through the SRTP and fleet availability

⁹ The City of Phoenix purchases and owns their own vehicle fleet; including many vehicles that operate within other jurisdictions but which are Phoenix-operated routes.

is determined. If fleet is unavailable for the service adjustment, Valley Metro identifies and submits a list of prioritized service adjustments approved by the Board to MAG for consideration in the federal funds programming process. The MAG Transit Committee discusses programming options for all federal funds. The MAG Transit Committee then recommends a Program of Projects and Five-Year Transportation Improvement Program (TIP) to Regional Council for approval. Once MAG approval is obtained, the City of Phoenix, with MAG concurrence, submits grants to the Federal Transit Administration for approval. The fleet is then procured by the appropriate agency.

Figure 16 illustrates the primary steps associated with the transit fleet procurement and programming process.

Figure 16: Fleet Procurement and Programming Process



600 – Transit Center and Park-and-Ride Classification

Transit centers and park-and-ride facilities are crucial features of a transit system that improve network access by facilitating transfers between routes and transportation modes. As part of this TSPM update, regional facilities were reviewed to identify similarities and differences between sites, with the goal of creating a more clear delineation of the operational and rider expectations at such facilities. Additionally, while Valley Metro’s recently updated Light Rail Design Criteria Manual outlines construction codes and the recommended features of the system’s built environment (landscaping, security, parking, etc.), it is specific to the design of the light rail system and does not explicitly define the features and placement of bus transit centers or park-and-rides. As such, it is the intent of this update to provide a classification structure for transit centers and park-and-rides in order to help integrate TSPM and the agency’s current and future design criteria manuals. Given the nature of the different planning processes between light rail and bus facilities, this TSPM update effort focused strictly on bus facilities.

The classification process started with an understanding that the most fundamental difference between facilities are those that are publicly owned versus those that are shared with another facility, whether publicly or privately owned (i.e. library, recreation center, strip mall, Walmart, fast food chain, etc.). Using MAG's Designing Transit Accessible Study (2013)¹⁰ as a guide, the classification process then sought to incorporate the surrounding built environment into the framework because of its connection to the types of services provided. For example, there are fewer transit service types and routes on the suburban edge of the Valley, where population density is lower as compared to the urban core, which is served by numerous routes of several transit service types. The three built environment settings as established by MAG and incorporated in this classification matrix include urban core, outer urban, and suburban. **Table 11** outlines MAG's built environment definitions and extrapolated regional examples (the original study focused only on Phoenix).

Table 11: Built Environments around the Valley

From MAG Transit Accessible Communities Study			Extrapolated Examples	
	Definition	Phoenix Example	Tempe Example	Mesa Example
Urban Core	Within the heart of the city center; high employment and residential density	16th St/Thomas	Mill/University	Mesa/Center
Outer Urban	Between urban core and suburbs; medium employment and residential density	I17/Dunlap Ave	Southern/Rural	Southern/Gilbert Rd.
Suburban	Beyond outer urban; low employment and residential density	75th Ave/Bell Rd	Elliot/Priest	Power/Brown

With these three features classified, a review of regional facilities was conducted and additional classification features were identified. The TSPM Working Group participated and provided input on the identified classification features, which were incorporated into the final classification matrix presented in **Figure 17**. The critical features include:

1. **Service Type** – Refers to the transit modes accessible at the location.
2. **Bike and Pedestrian Facilities** – Looks at the accessibility of the location via bicycle lanes and connected sidewalks. Bicycle parking at the facility is also considered. Fully accessible facilities have dedicated bicycle lanes, bicycle parking, and connected sidewalks. Limited accessibility means that either bicycle or pedestrian infrastructure is provided, but not both.
3. **Bus Stop Placement** – Considers how stops are positioned on or off the roadway for the boarding/alighting of passengers. Has safety and route speed implications.
4. **Freeway Proximity** – Refers specifically to commuter route services and the distance they travel from the freeway to a park-and-ride. Has route speed implications.

¹⁰ https://www.phoenix.gov/streetssite/Documents/MAG_Designing-Transit-Accessible-Communities-Study-Final-Report.pdf

5. **Deviation from Route** – Refers primarily to local routes and the distance they deviate from their alignment to access a transit center or park-and-ride. Has network connectivity and route speed implications.
6. **Central Business District (CBD) Direction of Travel Placement** – Considers the placement of the stop to locate in the direction of travel and on the far side of an intersection. Has route speed and operational implications.
7. **HOV Access** – Consideration of facility location given route accessibility to a HOV entry/exit ramp.
8. **Local Bus Level of Service (LOS)** – Refers to the minimum frequencies of routes serving the facility.
9. **Commuter Bus LOS** – Refers to the minimum number of daily AM and PM peak trips serving the facility.
10. **Number of Transit Connections** – Considers the types of services and number of transfer that are available at the facility.
11. **Kiss-and-Ride** – Refers to park-and-ride facilities having a designated area for quick pedestrian pick-up and drop-off that does not conflict with bus operations or obstruct the flow of vehicular traffic.
12. **Ticket Vending Machines (TVMs)** – This considers the availability of ticket vending machines in station areas to help expedite the boarding process. This has implications for customer experience and route speed.

Note that all newly constructed facilities are expected to meet ADA requirements. Examples of other facility features that should be considered and which are elaborated on in the design criteria manual include:

- Safety and security (CCTV cameras, emergency call boxes)
- Shade (via landscaping or structures)
- Operator facilities (i.e. restrooms)
- Real time information
- Lighting
- Amenities such as benches, trash receptacles, water fountains, etc.

To optimize the placement of transit centers and park-and-rides in the regional transit network, it is encouraged that member agencies involve Valley Metro as early in the planning process as possible. It is recommended that member agencies wanting to implement a transit center or park-and-ride include that information during the annual SRTP update process.

Figure 17: Transit Center and Park-and-Ride Classification Matrix

	PUBLICLY OWNED				SHARED-USE FACILITY			
	Urban Core	Outer Urban		Suburban	Urban Core	Outer Urban		Suburban
	TC	TC / P	P	P	TC	TC / P	P	P
 Service Type	Commuter Express / Local Bus	Local Bus	Commuter Express	Commuter Express / Local Bus	Commuter Express / Local Bus	Local Bus	Commuter Express	Commuter Express / Local Bus
 Bike/Ped Facilities	Fully Accessible	Fully Accessible	Limited Access	Limited Access	Fully Accessible	Fully Accessible	Limited Access	Limited Access
 Bus Stop Placement	Off-street docking; serves as end of line (Express); designated bus entry	Off-street docking; designated bus entry	Off-street docking; designated bus entry	Off-street docking; serves as end of line (Express); designated bus entry	Off-street docking; serves as end of line (Express); shared bus/auto entry	On-street docking	Off-street docking	On-street docking; serves as end of line (Express)
 Freeway Proximity	NA	NA	<0.5 Miles	<1 Mile	NA	NA	<0.5 Miles	<1.5 Miles
 Deviation from Route	On alignment	On alignment	0.5 miles or less	0.5 miles or less	On alignment	On alignment	0.5 miles or less	0.5 miles or less
 CBD Direction of Travel Placement (far side)	✓	✓	✓	✓	✓	✓		
 HOV Access Preferred			✓	✓			✓	✓
 Local Bus LOS	10-30 minutes	30 minutes or better	30-60 minutes	30-60 minutes	10-30 minutes	30 minutes or better	30-60 minutes	30-60 minutes
 Commuter Express LOS (Peak Trips)	6+ AM Trips 6+ PM Trips	4+ AM Trips 4+ PM Trips	4+ AM Trips 4+ PM Trips	4+ AM Trips 4+ PM Trips	6+ AM Trips 6+ PM Trips	4+ AM Trips 4+ PM Trips	4+ AM Trips 4+ PM Trips	4+ AM Trips 4+ PM Trips
 Number of Transit Connections	5+; serves light rail and / or express	3+; serves light rail and / or express	3+	2+	5+; serves light rail and / or express	3+; serves light rail and / or express	3+	2+
 Ticket Vending Machines	✓	✓	✓	✓	✓			
 Kiss & Ride	✓	✓	✓	✓	✓			

- TC Transit Center
- TC / P Transit Center with Park-and-Ride
- P Park-and-Ride

700 – Mobility Enhancement Uses

From the sharing economy to autonomous vehicles, technology and new service delivery models are changing the transportation industry. Bike-share, e-scooters, and on-demand transportation network companies (TNCs) such as Uber and Lyft are just some examples of expanding modes and service delivery models that enhance mobility. Often owned and operated by private companies, when coordinated appropriately with a transit agency, the technologies and services can play a vital role in supporting public transit networks. Referred to here as **mobility enhancement uses** (MEUs), the term involves a transit authority coordinating outside of transit service delivery models to improve network connectivity and improve travel options, such as employing Transportation Network Companies (TNCs), working with micromobility, car shares, carpools and vanpools.

Around the Valley, jurisdictions are experiencing an on surge of services, particularly bike shares and e-scooters, and many areas are partnering with TNCs and/or piloting new vehicle technologies as well. The purpose of integrating these MEU efforts into TSPM is to help improve coordination with the public transit network and improve knowledge sharing between member agencies. As part of this process, VM Capital and Service Development (CSD) staff will work with key staff from member agencies to create a database of MEUs (mobility offered, company name, contact information). Key staff from member agencies will assist by:

- Enabling data sharing
- Providing up to date transit planning documents
- Reporting mobility goals and objectives of current partnerships
- Presenting to the SPWG to learn more on MEUs

Staff will help coordinate regional grant support, if applicable and report annually, at a minimum, on MEUs in the region, recent partnerships, and lessons learned.

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Appendix A: TSPM Phase I Final Report

Appendix B: TSPM Phase II Final Report

Appendix C: TSPM Phase III Final Report

Appendix D: Local Service Planning Support Request Form

Appendix E: Transit Propensity Tool Methodology Update Memo

Appendix F: Frequency Assessment Standards for Transit Final Report

CITY COUNCIL REPORT

SUBJECT: Ordinance 2009-0222 – Sale of Real Property Located West of the Southwest Corner of Fairway Drive and Van Buren Street

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Development

Strategy: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.

PURPOSE:

City Council will consider a request to adopt Ordinance 2009-0222, authorizing the sale of approximately 265,234 square feet of real property located west of the southwest corner of Fairway Drive and Van Buren Street, Assessor Parcel Number 500-27-014, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On June 7, 2013, City Council approved the Final Plat for the City of Avondale Van Buren Fire Station Facility recorded with Maricopa County in Book 1567, Page 25 in the Maricopa County Recorder's Office. Lot 5 was created, and ownership was maintained by the City of Avondale when the plat was recorded.

The property is zoned Urban Residential (R1-6). The purpose of this zoning district is to provide a variety of single-family detached residential dwelling types at an urban density with a minimum lot size of 6,000 square feet.

DISCUSSION:

The City has been working with a developer on a project, Ascent, proposed at the southwest corner of Fairway Drive and Van Buren Street. The City has no need for the City-owned parcel as it was platted to divide out the new Fire Station that is nearing completion. Therefore, staff has determined that its highest and best use would be to sell the property to the adjacent property owner to allow the property to be developed with the proposed Ascent project.

The City will retain ownership of the easement area which allows access to the well site for servicing of the well and maneuvering area when services are rendered, as well as the area between the well site and Van Buren Street. The easement area together with the area in front of the well site is approximately 15,750 square feet in area.

The City has obtained an appraisal for the property which valued the entire property at \$3,230,000. This equates to a price per square foot of approximately \$11.50 (based on the area of the parcel as 280,984 square feet). Based on the price per square foot and the need by the City to maintain the easement area and access to the well, the total square footage to be sold equals approximately 265,234 square feet. Based on the price per square foot, the sale price is estimated at \$3,050,191. Please note square footages are estimated. Once a formal legal description and exhibit are created, that will determine final price.

STRATEGIC PLAN:

Strategic Outcome: Creative and Sustainable Development

Strategy: Develop diverse housing options, to include housing that is affordable to workers and close to their jobs.

BUDGET IMPACT:

From the sale of the property, the City will receive plus or minus \$3,050,191 less closing costs.

RECOMMENDATION:

Staff recommends that the City Council **ADOPT** an Ordinance authorizing the sale of approximately 265,234 square feet of property located west of the southwest corner of Fairway Drive and Van Buren Street in the estimated amount of \$3,050,191 (\$11.50 per square foot) less closing costs, authorize a budget transfer from the unanticipated revenue line item to cover closing costs, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

Contact person for document distribution: Eric Fitzer

ORDINANCE NO. 2009-0222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY
GENERALLY LOCATED ALONG VAN BUREN STREET WEST OF
FAIRWAY DRIVE, IN AVONDALE, ARIZONA.

WHEREAS, the City of Avondale (the “City”) is the owner of real property totaling approximately ± 6.451 acres generally located along Van Buren Street west of Fairway Drive and assigned Maricopa County Assessor’s Parcel No. 500-27-014 (the “City Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interest may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title or interest it has in the City Property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

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

SECTION 2. The sale of the City Property is hereby authorized, subject to such conditions as set forth in a purchase and sale agreement executed for the purpose of selling the City Property.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk, the City Finance Director and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2009-0222

[City Property Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION
CITY OF AVONDALE
APN: 500-27-014**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11 FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 11 BEARS NORTH 88°22'19" WEST, A DISTANCE OF 2638.78 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, NORTH 88°22'19" WEST, A DISTANCE OF 659.72 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°06'12" EAST, A DISTANCE OF 65.03 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VAN BUREN STREET AND THE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY, CONTINUING SOUTH 00°06'12" EAST, A DISTANCE OF 34.05 FEET;

THENCE NORTH 88°22'19" WEST, A DISTANCE OF 73.03 FEET;

THENCE SOUTH 00°06'12" EAST, A DISTANCE OF 73.00 FEET;

THENCE SOUTH 88°22'19" EAST, A DISTANCE OF 73.03 FEET;

THENCE SOUTH 00°06'12" EAST, A DISTANCE OF 461.10 FEET;

THENCE NORTH 88°51'10" WEST, A DISTANCE OF 704.89 FEET;

THENCE NORTH 00°22'01" EAST, A DISTANCE OF 248.87 FEET;



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	10/28/2021	291679000	1 OF 3

THENCE SOUTH 88°22'19" EAST, A DISTANCE OF 349.68 FEET;

THENCE NORTH 01°37'41" EAST, A DISTANCE OF 325.00 FEET TO SAID
SOUTHERLY RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 88°22'19" EAST, A DISTANCE
OF 343.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.451 ACRES MORE OR LESS.



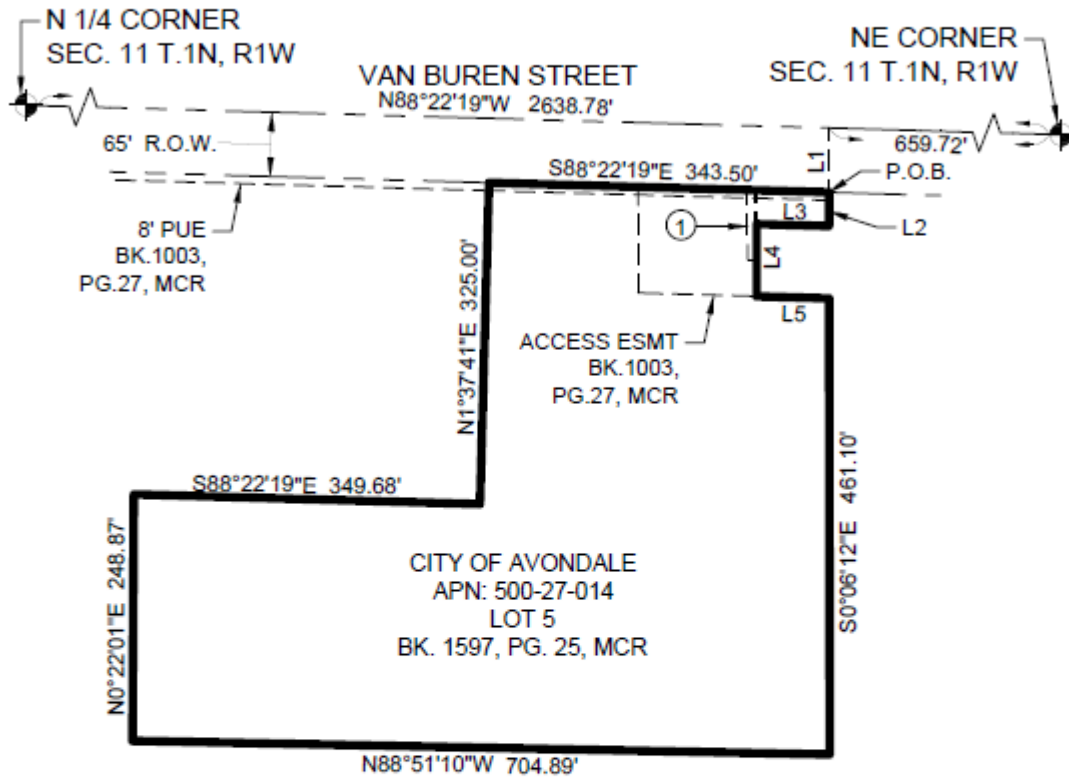
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	10/28/2021	291679000	2 OF 3



LINE TABLE

L1 = S0°06'12"E 65.03'
L2 = S0°06'12"E 34.05'
L3 = N88°22'19"W 73.03'
L4 = S0°06'12"E 73.00'
L5 = S88°22'19"E 73.03'

① 8' ELECTRIC EASEMENT
DOC. 2012-114093, MCR

LEGEND

APN = ASSESSOR'S PARCEL NUMBER
R.O.W. = RIGHT OF WAY
P.O.B. = POINT OF BEGINNING
MCR = MARICOPA COUNTY RECORDER



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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	10/28/2021	201679000	3 OF 3

CITY COUNCIL REPORT

SUBJECT: Ordinance 2010-0222 - Amending Sections of City Code, Relating to Duties of the City Attorney

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, (623) 333-1514

THROUGH: Mayor and Council

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery Area - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to adopt Ordinance 2010-0222, approving changes to the City Code related to the duties of the City Attorney and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City Charter establishes the framework for the organization of the City of Avondale. The proposed City Code changes are necessary to ensure the City Code is consistent with the powers and duties of the City Attorney listed in the City Charter.

DISCUSSION:

The purpose of these changes to the City Code is to ensure that the duties of the City Attorney are accurately identified and listed.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance, approving the City Code changes to the duties of the City Attorney for the City of Avondale.

Contact person for document distribution: Nicholle Harris

ORDINANCE NO. 2010-0224

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 2, ADMINISTRATION; CHAPTER 19, PLANNING AND DEVELOPMENT; CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL; AND CHAPTER 25, PROCUREMENT CODE, OF THE AVONDALE CITY CODE RELATING TO DUTIES OF THE CITY ATTORNEY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article IV (Risk Management), Section 2-75 (Duties and responsibilities of the risk manager and the city attorney), Subsection (b) is hereby amended to read as follows:

2-75 - Duties and responsibilities of the risk manager and the city attorney.

...

(b) The city attorney shall have the responsibility for management of all legal actions against the city, **THE DIRECT SELECTION OF LEGAL COUNSEL FOR DEFENSE OF ANY CLAIM**, and shall further have the responsibility for determining the legal liability of the city with respect to any claim, including any decision to file suit, defend a suit, or prosecute an appeal. ~~The city attorney shall consult with the city manager prior to the selection of any outside legal counsel necessary to defend or file any claim or suit involving the city.~~

SECTION 2. The Avondale City Code, Chapter 2 (Administration), Article IV (Risk Management), Section 2-76 (Manner of approval or disapproval of claims), Subsections A and B are hereby amended to read as follows:

2-76 - Manner of approval or disapproval of claims.

...

(a) The risk manager, acting within the parameters set by the city attorney for determining that the city has exposure to legal liability, and upon further determining that the proposed expenditure of risk management trust funds is reasonable, may authorize and pay any SIR claim in an amount not to exceed the sum of five thousand dollars (\$5,000.00) in the aggregate for any single demand for any single claim. The risk manager shall consult with the city attorney prior to any determination to pay any claim for which the exposure to legal liability is unclear. No SIR claim in litigation can be settled or paid by the risk manager without ~~the approval of the city~~

~~manager~~ PRIOR DETERMINATION BY THE CITY ATTORNEY THAT THE CITY HAS EXPOSURE TO LEGAL LIABILITY.

(b) The risk manager may, with the concurrence of the city manager and ~~upon the advice of the city attorney~~, authorize payment of any claim in any amount between five thousand dollars (\$5,000.00) and fifty thousand dollars (\$50,000.00) for any single demand for any single claim. The city manager shall advise the city council of all payments made pursuant to this subsection 2-76(b).

...

SECTION 3. The Avondale City Code, Chapter 19 (Planning and Development), Article II (City Planning Commission), Section 19-19 (Meetings), Subsection B is hereby amended to read as follows:

...

(b) Four (4) members of the planning commission shall constitute a quorum. The affirmative vote of four (4) members shall be required for passage of any matter before the commission. In this connection the minutes of the meetings shall reflect the "ayes" and "nays" cast on a particular measure and shall reflect the vote of each member present. A member may abstain from voting only ~~if~~ UPON A DETERMINATION BY THE CITY ATTORNEY THAT the member has a conflict of interest under Arizona law, in which case such member shall take no part in the deliberations on the matter in question. The planning commission shall conduct its meetings in accordance with the Arizona Open Meeting Law.

...

SECTION 4. The Avondale City Code, Chapter 24 (Water, sewers and sewage disposal), Article II (Municipal Water Systems), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-56 (Collection by civil suit) is hereby amended to read as follows:

24-56 - Collection by civil suit.

Delinquent charges may also be collected by a civil suit, instituted in the name of the city by the city attorney ~~or outside legal counsel~~ at the request of the city manager and at any time after the charges become delinquent, notwithstanding any other provision of this article to the contrary. The remedies provided by this section shall be cumulative and supplemental to other remedies provided under this article.

SECTION 5. The Avondale City Code, Chapter 25 (Procurement Code), Article II (Ethics; Violations; Unauthorized Purchases), Section 25-13 (Unauthorized Purchases; Violation, Liability, Enforcement), Subsection (c) is hereby amended to read as follows:

25-13 - Unauthorized purchases; violation, liability, enforcement.

...

(c) The city attorney ~~or outside legal counsel~~ shall assist the procurement agent or authorized designee in enforcing the provisions of this procurement code.

SECTION 6. The Avondale City Code, Chapter 25 (Procurement Code), Article III (Formal Bidding Procedures), Section 25-20 (Retention of Professional Services), Subsection (b) (Professional legal services and related experts) is hereby amended to read as follows:

25-20 - Retention of professional services.

...

(b) Professional legal services and related experts. In accordance with subsection 2-75(b) of the Avondale City Code, the city attorney, ~~in consultation with the city manager~~, shall ~~select~~ HAVE RESPONSIBILITY FOR DIRECT SELECTION OF ~~outside~~ legal counsel and experts necessary for a legal matter for the city. THE CITY ATTORNEY MAY EMPLOY OUTSIDE COUNSEL WHEN IN THE CITY ATTORNEY'S DISCRETION, THE BEST INTEREST OF THE CITY SO REQUIRE. SUCH OUTSIDE COUNSEL SHALL OPERATE UNDER THE SUPERVISION OF THE CITY ATTORNEY. NO CITY DEPARTMENT, OFFICER OR EMPLOYEE, OTHER THAN THE COUNCIL, SHALL EMPLOY LEGAL COUNSEL OR MAKE ANY EXPENDITURE OR INCUR ANY INDEBTEDNESS FOR LEGAL SERVICES EXCEPT WITH THE WRITTEN CONSENT AND APPROVAL OF THE CITY ATTORNEY.

...

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance 2011-0222 - Amending Chapter 23, Article I and Article II of the City Code Relating to Traffic

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Nicholle Harris, City Attorney, 623-333-1514

THROUGH: n/a

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

Public Health and Safety: Avondale is a City where all people feel safe and secure, relying on trusted public and community-based resources.

The approval of this agenda item will promote the public health and safety of the citizens of Avondale by limiting the amount of airborne particulate matter created by unauthorized use of vehicles on unpaved surfaces.

Natural Resources and Open Spaces: Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.

The approval of this agenda item will promote the conservation of Avondale's open space areas by allowing the Avondale Police Department to limit unauthorized off-road vehicle traffic in public areas including Tres Rios Nature Preserve.

PURPOSE:

City Council will consider a request to adopt Ordinance 2011-0222, amending City Code Chapter 23, Traffic, Sections 23-10 (Use of vehicle upon private property) and 23-64.1 (Unpaved areas) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In 2007, the Arizona State Legislature passed HB 1552 which requires the City to adopt and enforce an ordinance prohibiting operation of a vehicle (including off-road vehicles) on unpaved surfaces that are closed by the landowner, either by rule or regulation, or by posting if the land is private. Exempt from the statute are public or private roads, streets and easements. The intent of the statute is to maintain Arizona's compliance with the federal Clean Air Act.

In response to the change in State law, the City adopted Section 23-64.1 which mirrors the language of the statute in an attempt to prohibit unauthorized use of off-road vehicles on unpaved surfaces that are closed by the landowner, either by rule or regulation, or by posting if the land is private. However, Section 23-64.1 is difficult to enforce as it relates to City-owned property because there is no current City "rule or regulation" clearly prohibiting unauthorized use of vehicles on City-owned lands.

Failure to enforce the ordinance may cause conflict with State statute, the Clean Air Act, and could result in fines imposed by the County.

DISCUSSION:

Currently, Section 23-10 of the City code is the closest rule or regulation that can be used to prohibit unauthorized vehicle use on City-owned lands. This code provision was last updated in 1974 and simply prohibits the use of certain vehicles on public or private property without permission.

This proposed ordinance clarifies Section 23-64.1 by expressing that the operation of vehicles on unpaved surfaces within City-owned lands is prohibited unless specifically permitted by the City, which aligns with the original intent of the ordinance, as well as County and State law. The amending ordinance also clarifies Section 23-10 relating to permission requirements when operating a vehicle on an unpaved surface on the land by another.

BUDGET IMPACT:

There is no operating budget impact resulting from the proposed changes as the Avondale Police Department already patrols the affected areas for unauthorized off-road vehicle use. There may be an increase in court fines collected, but this increase is expected to be very minimal.

RECOMMENDATION:

Staff recommends that the Council adopt an Ordinance, amending City Code Chapter 23, Traffic, Sections 23-10 (Use of vehicle upon private property) and 23-64.1 (Unpaved areas) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Nicholle Harris

ORDINANCE NO. 2011-0222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 23 (TRAFFIC), ARTICLE I (IN GENERAL) AND ARTICLE III (STOPPING, STANDING OR PARKING), RELATING TO OPERATING VEHICLES ON UNPAVED SURFACES.

SECTION 1. The Avondale City Code, Chapter 23 (Traffic), Article I (In General), Section 23-10 (Use of vehicle upon private or public property) is hereby deleted in its entirety and replaced with the following:

23-10- Use of vehicle upon private or public property.

(a) It is unlawful for any person to operate, drive or park any motor vehicle, all-terrain vehicle (ATV), off road vehicle, Rhino, motorcycle, motor scooter, mini-bike, trail bike, dune buggy, jeep or other form of transportation, propelled by an internal combustion engine, battery powered engine, and/or electric engine on any unpaved surface that is not a public or private road, street or lawful easement; upon public property that is not held open to the public for vehicle use, or upon the vacant unimproved private property of another unless:

1. the property has been improved or treated in such a manner as to prevent the release of fugitive dust in accordance with city code or city zoning ordinances or has been issued a Maricopa County permit for the control of fugitive dust from dust generating operations; and,

2. the person has prior written permission of the owner of the property, the person entitled to the immediate possession of the property, or the authorized agent of either.

(b) It shall be presumed that all vacant unimproved land owned by the city, county, the state, or any agency of the United States is closed for operation of any vehicle as described above, unless such land is designated for such purpose on the official maps issued by the state or an agency of the United States and posted as open to the public for the operation of those vehicles. This section shall not apply to vehicles of the state or an agency of the United States, vehicles operated by peace officer of this state during official duties, an emergency vehicle, or vehicles of a public service corporation or telecommunications corporation. It shall be the burden of the Defendant in any violation of this section to rebut this presumption.

(c) A person who operates a vehicle in the manner for which a prior written permission is required shall immediately display such written permission to any peace officer upon request of such peace officer.

(d) The prior written permission required under this section shall:

1. Set forth the name of the person granted permission;
2. Contain the name, address, and telephone number of the person granting permission for the use of the property;
3. Describe the interest the person granting permission has in the property (i.e., property owner, lessee, agent, etc.);
4. If the person granting permission is not the owner of the property, the written permission shall also contain the name, address, and telephone number of the property owner;
5. Specify the period of time for which permission for the use of the property is being granted; and,
6. Be signed by the person granting permission for the use of the property.

(e) Any person who violates the provisions of this section may be subject to the civil penalty process set forth in subsection 1-9(d) of this Code. In the alternative, the City may elect to charge and punish a violation of this section as a class one misdemeanor. In addition to or in lieu of a fine, a judge may order a person to perform at least eight hours but not more than twenty-four hours of community restitution and/or complete an approved safety course related to the off-highway operation of motor vehicles.

SECTION 2. The Avondale City Code, Chapter 23 (Traffic), Article III (Stopping, Standing or Parking), Section 23-64.1 (Unpaved areas) is hereby amended as follows:

23-64.1 Unpaved areas.

(a) Parking, maneuvering, ingress and egress areas at developments other than residential buildings with four (4) or fewer units shall be maintained with one (1) or more of the following dustproof paving methods:

1. Asphaltic concrete.
2. Cement concrete.
3. Penetration treatment of bituminous material and seal coat of bituminous binder and a mineral aggregate.
4. A stabilization method approved by the city.

(b) Parking, maneuvering, ingress and egress areas three thousand (3,000) square feet or more in size at residential buildings with four (4) or fewer units shall be maintained with one (1) or more of the following dustproof paving methods:

1. Asphaltic concrete.
2. Cement concrete.

3. Penetration treatment of bituminous material and seal coat of bituminous binder and a mineral aggregate.

4. A stabilization method approved by the city.

(c) No person shall operate a vehicle on or across, or park on any portion of an unpaved or unstabilized vacant lot or area unless the property is dust-proofed pursuant to the ~~Town~~CITY Code or the ~~town~~ CITY zoning ordinance or the site has been issued a Maricopa County permit for the control of fugitive dust from dust generating operations.

~~(d) No person shall operate any vehicle, including an off-highway vehicle, an all-terrain vehicle, or an off-road recreational motor vehicle, on an unpaved surface that is not a public or private road, street or lawful easement and that is closed by (1) the landowner by rule or regulation of a federal agency, this state, a county or municipality or (2) proper posting if the land is private land.~~

~~(e)~~ D) This section does not apply to the operation of vehicles used in the normal course of business or the normal course of government operations.

~~(f)~~ E) The city manager or authorized designee shall be permitted to enter and inspect property subject to the provisions set forth in this section as often as may be necessary to determine compliance with this section.

1. If a property owner or occupant has security measures in place on the property that require proper identification and clearance before entry into the property, the property owner or occupant shall make the necessary arrangements to allow access to representatives of the city.

2. Any temporary or permanent obstruction to safe and convenient access to the property to be inspected shall be promptly removed by the property owner or occupant upon request of the city manager or authorized designee and shall not be replaced until the inspection is complete. The costs to provide such access shall be borne by the property owner or occupant.

~~(g)~~ F) If the city manager or authorized designee has been refused access to any part of the property believed to be in violation of this section, and they are able to demonstrate probable cause that there may be a violation of any provision of this section, or that there is a need to verify compliance with this section or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, the city manager or authorized designee may seek issuance of a search warrant from any court of competent jurisdiction.

~~(h)~~ G) ~~A person who violates subsection (d) of this section is guilty of a class 3 misdemeanor. In addition to or in lieu of a fine pursuant to a violation of subsection (d), a judge may order a person to (1) perform at least eight (8) but not more than twenty-four (24) hours of a community restitution course or (2) complete an approved safety course related to the off-highway operation of motor vehicles, or both. Unless specified otherwise, any person who violates this section shall be subject to the civil penalty process set forth in subsection 1-9(d) of this Code. In the alternative, the City may elect to charge and punish a violation of this section as a class one misdemeanor. In addition~~

to or in lieu of a fine, a judge may order a person to perform at least eight hours but not more than twenty-four hours of community restitution and/or complete an approved safety course related to the off-highway operation of motor vehicles.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason to be held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: Resolution 1015-0222 - Amendment to the Personnel Policies and Procedures for Chapter 6 Employee Benefits - Holiday Leave

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Callie McGraw, Interim Human Resources Director, (623) 333-2227

THROUGH: Cherlene Penilla, Acting City Manager, (623) 333-1015

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to adopt Resolution 1015-0222, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 6 Employee Benefits as it relates to holiday leave, and authorize the City Manager, City Attorney, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

As of February 22, 2022, the City of Avondale will officially recognize Juneteenth as a municipal holiday in conjunction with the City's annual recognition of February as Black History Month. June 19th was officially declared an Arizona State holiday when Governor Doug Ducey signed HB2226 into law on March 17, 2016, and as a Federal holiday by President Joe Biden on June 18, 2021.

Juneteenth was first recognized by enslaved Black Americans in Galveston, Texas on June 19, 1865, as the date on which word was finally received that they were free from bondage, more than 2 years after President Lincoln signed the Emancipation Proclamation. As those who were formerly enslaved were recognized for the first time as citizens, Black Americans came to commemorate Juneteenth with celebrations across the country, building new lives and a new tradition that we honor today. Juneteenth is a day that should be recognized by all Americans, Arizonans, and Avondale residents as a celebration of freedom.

On Juneteenth, we recommit ourselves to the work of equity, equality, and justice as we celebrate the centuries of struggle, courage, and hope that have brought us to this time of progress and possibility. That work has been led throughout our history by abolitionists and educators, civil rights advocates and lawyers, courageous activists and trade unionists, public officials, and everyday Americans who have helped make real the ideals of our founding documents for all. Recognizing Juneteenth as a holiday in Avondale is one significant step amongst many in our seventy-five year history which commits the City to eradicate racism.

As Juneteenth falls on a Sunday in 2022, the following Monday, June 20, 2022, will be designated as a holiday on which City offices will be closed to the public. Avondale Chapter 6 Employee Benefits will be amended to add the new holiday of Juneteenth to our list of holidays, and Avondale employees will receive an

additional 8 hours in their holiday bank, bringing the total number of holiday hours for full-time employees from 88 hours to 96 hours per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays.

DISCUSSION:

The following are major highlights of the changes to Chapter 6 Employee Benefits:

- The list of specified employee holidays modified to include "Juneteenth".
- All references to employee holiday bank hours revised from "88" to "96".
- Revise January allocation of holiday hours from "38" to "46" hours to incorporate the additional 8 hours for the Juneteenth holiday.

BUDGET IMPACT:

Budget impact will be additional holiday compensation and shift differential pay for those who work on the holiday.

RECOMMENDATION:

Staff recommends that Council adopt this amendment to the City of Avondale Policies and Procedures.

Contact person for document distribution: Callie McGraw, Cheryl Carrasco, Kathy Reyes, Torin Sadow, Andra Anderson, and Mary Gillespie.

CHAPTER 6

Employee Benefits

A. Definitions

Throughout this policy, definitions set out in A.R.S. §23-371 are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the director of the City department to whom the employee is assigned or the department director’s designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the Fair Labor Standards Act, 29 U.S.C.A. § 213, and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – Leave allowed pursuant to the Family Medical Leave Act of 1993 and relevant statutes and regulations.
6. Full time employee – an employee who works thirty (30) hours or more per week.
7. Non-Exempt employee – an employee who is not an exempt employee.
8. Part-time employee – an employee who works less than thirty (30) hours per week.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. “Sick leave” has the same meaning as “earned paid sick time” as that term is used in A.R.S. §23-371.
10. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.

B. Accumulation of Sick Leave

1. Regular full-time employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period and these hours are accumulated without limit.
2. Regular part-time temporary, and seasonal part-time employees (working less than thirty (30) hours per week) shall receive a bank of forty (40) hours of paid sick leave per year at the commencement of the fiscal year. They shall accrue no other sick leave during the fiscal year.
3. Newly hired regular part-time, temporary, and seasonal part-time employees (working less than thirty (30) hours per week) are eligible to use sick leave from their bank on the ninetieth calendar day after commencing employment.

4. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.
5. Upon hiring any employee, a department director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.

C. Sick Leave Usage

1. Employees may use accrued paid sick leave time for any of the following reasons:
 - a. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.
 - b. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term "family member" is as defined in A.R.S. §23-371, which is the following:
 - 1) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
 - 2) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
 - 3) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
 - 4) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
 - 5) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
 - c. Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. §§23-371 and 23-373.

- d. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
 - e. In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.
2. An employee will not be subject to retaliation or discrimination for using sick leave, so long as the employee complies with City policy.
 3. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.
 4. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.
 5. Sick leave may be taken when approved by the employee's department director according to the notification and documentation procedures of City policy.
 6. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.
 7. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.
 8. Sick leave must be used in increments of not less than fifteen (15) minutes per occurrence for non-exempt employees.

D. Notification

1. An employee shall notify his/her department director as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.
2. An oral or written request by the employee is acceptable. The following methods may be used:
 - a. Telephone call

- b. Email
- c. Text message

Employees are responsible to ensure text message or email was successfully delivered. Supervisors shall confirm receipt of notification.

3. When possible, the employee shall include the expected duration of the absence in the request.
4. An employee must notify his/her supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.
5. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department who will then submit it to the Third-Party Administrator (TPA) for review.
6. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the employee will be considered to have abandoned the job.
 - a. Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
 - b. Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.

E. Documentation

1. For earned paid sick time of three or more consecutive workdays, a department director may require reasonable documentation that the earned paid sick time has been used for a reason or purpose set out in the definition of sick leave in this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:
 - a. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

- b. A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;
- c. A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;
- d. A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
- e. A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or
- f. An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

F. Compensation for Unused Sick Leave upon Resignation or Retirement.

- 1. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.
- 2. Compensation upon retirement will be as follows:
 - a. Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - b. Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - c. Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
- 3. Employees who resign from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire.

4. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.
5. An employee may not use sick leave after their last day worked.

G. Family and Medical Leave Act (FMLA)

1. General Provisions

It is the policy of the City to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

- a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.
- b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

- a. To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:
 - 1) The birth of a child and in order to care for that child;
 - 2) The placement of a child for adoption or foster care and to care for the newly placed child;
 - 3) To care for a close family member (usually a spouse, child, or parent) with serious health condition; or
 - 4) The serious health condition (described below) of the employee.

- a) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.
- b) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.
- 5) Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- 6) Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.
- b. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.
- c. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.
- d. The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.
- e. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and

subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

- f. If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.

4. Employee Status and Benefits During Leave

- a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.
- b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.
- c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.
- d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

5. Employee Status After Leave

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

6. Use of Paid and Unpaid Leave

- a. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.
- b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

7. Intermittent Leave or a Reduced Work Schedule

- a. An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.
- b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.
- c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember. (See §825.202). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency as defined in this policy.
- d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible.
 - 1) An employee using intermittent leave due to medical necessity should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday.

- 2) An employee must notify his/her supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

8. Certification of the Serious Health Condition

- a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
- b. The City requires certification of a serious health condition.
 - 1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.
 - 2) Failure to provide certification may result in a denial of continuation of FMLA leave.
 - 3) Medical certification may be provided by using the medical certification form.
 - 4) Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.
- c. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.
- d. The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

9. Certification related to active duty orders or call to active duty.

The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

10. Procedure for Requesting Leave

- a. All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

- b. When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.
- c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.
- d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisors and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the physician re-certify that the extended leave is medically necessary.
- e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

11. Job Benefits and Protection

- a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.
- b. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- c. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- d. FMLA makes it unlawful for any employer to:
 - 1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.
 - 2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- e. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

12. Enforcement

- a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- b. An eligible employee may bring a civil action against an employer for violations.
- c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

H. Vacation Leave

1. Accumulation of Vacation Leave

- a. All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

Non-Exempt	Tenure	Hours per Pay Period	Hours per Year
	0-1.99 Years	3.7	96.2
	2-4.99 Years	4.47	116.2
	5-9.99 Years	5.39	140.12
	10-14.99 Years	6.31	164.04
	15 + Years	6.93	180.16

Exempt	Tenure	Hours per Pay Period	Hours per Year
	0-1.99 Years	4.62	120.12
	2-4.99 Years	5.39	140.12
	5-9.99 Years	6.31	164.04
	10 + Years	6.93	180.16

- b. All assistant department directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure	Hours per Pay Period	Hours per Year
First 5 Years	6.31	164.04
5+ Years	6.93	180.18

- c. All department directors, Deputy City Managers, Assistant City Managers will accrue vacation leave as follows:

Department Directors, Deputy City Managers, and Assistant City Managers	
Hours per Pay Period	Hours per Year
6.93	180.18

- d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure	Hours per Pay Period	Hours per Year
0-1.99 Years	11.21	291.46
2-4.99 Years	12.28	319.28
5-9.99 Years	13.57	352.30
10 + Years	14.44	375.30

- e. Upon hiring any employee, a department director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.
- f. Part-time regular employees are not eligible to accrue vacation leave.
- g. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Time

Eligible employees have a maximum accrual of vacation time of 320 hours at the end of the fiscal year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation time of 448 hours at the end of the fiscal year.

- a. Employees must use all hours over the maximum accrual by the end of each fiscal year. Employees will lose any vacation leave hours over the maximum accrual amount not used by June 30 of each fiscal year.
- b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the last pay period starting in any fiscal year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following fiscal year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the department director or designee (i.e., immediate supervisor).

- a. Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.
- b. During the original probationary period, vacation leave may be granted at the discretion of the department director.

c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy 40 (AP-40) for guidelines.

5. Compensation for Vacation Leave

a. Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy. Employees who have not completed original probation will not be compensated upon separation for vacation leave provided at time of hire.

I. Holiday Leave Policy

1. Objectives

The objectives for the development of the holiday leave policy are:

- a. Equalize the holiday leave allocation, so that each full-time regular employee receives ~~88~~ 96 hours of holiday leave hours per fiscal year.
- b. Identify the methods to maximize the number of days that City offices are open to serve citizens.
- c. Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.
- d. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

2. Accumulation of Holiday Leave

- a. The annual holiday leave bank for each full-time, regular employee is ~~88~~ 96 hours. Part-time, temporary, and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM -11:59 PM) on the designated holiday.
- b. Employees will be provided with a bank of ~~88~~ 96 hours (full-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) the second in January for ~~38~~ 46 hours (full-time). New hires will receive a prorated number of hours based upon their hire date.

3. Designated Holidays; Floating Holidays

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June of each year. The listing will specify any and all designated holidays for the City.

- a. If a designated holiday falls on a scheduled workday, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.
- b. In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e., vacation or sick leave).
- c. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

4. Holidays Eligible for Differential Pay

- a. Each June, a listing will be included in the Administrative Policy of any holidays that will be paid a holiday differential. Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual) The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).
- b. Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.

5. Use of Holiday Leave

- a. It will be the employees' responsibility to monitor their holiday leave usage
- b. In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference.

- c. All holiday hours not taken prior to the last day of employment with the City, shall be forfeited.
 - d. Holiday hours must be used by June 30 of each year. Exempt employees will be paid for any holiday hours remaining at the end of the fiscal year. Non-exempt employees must use their holiday hours, or they will be forfeited.
 - e. In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours, or vacation hours to cover a designated holiday, they will be placed in a leave without pay (LWOP) status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.
 - f. Holiday hours and holiday differential pay will not count toward hours worked for purposes of overtime for hourly employees.
6. Certain Police Employees Not Participating
- a. Specified Police Employees will not be participating in the holiday leave program set forth above.
 - 1) Those police employees not participating include: Patrol, Detention, Communications, and any other area as recommended by the Chief of Police and HR and approved by the City Manager.
 - b. Specified Police Employees will receive 8 hours of compensation for each of the following holidays as they occur in the calendar:

SPECIFIED POLICE EMPLOYEE HOLIDAYS
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS DAY
NEW YEAR'S DAY
MARTIN LUTHER KING JR. DAY
PRESIDENT'S DAY
MEMORIAL DAY
JUNETEENTH
PERSONAL DAY TO BE SCHEDULED BY EMPLOYEE

- c. Specified Police Employees will have one 8-hour personal day to schedule at their discretion with their supervisor each fiscal year. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year. New hires will receive a personal day upon their hire. The personal day must be scheduled in the fiscal year it is earned. Unused personal days will not be paid out at the end of the fiscal year or upon resignation of the employee.
- d. The Specified Police Employee holiday hours set forth above will not count as hours worked for the purpose of overtime compensation. Employees who are required to work on designated holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Example 1: Employee works 14 hours on the holiday (Wednesday*) and works three other days in the week.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	46	10	11	14	11			

End Result:

Hours worked	46
Holiday compensation at straight rate	8
Regular Hours at straight rate	40
Overtime at 1.5	6
Holiday Differential at .5	14

J. Industrial Leave

1. Workers' Compensation Coverage

The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

- a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.
- b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

- a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.
- b. Compensation is based on the statutory limit set forth in the Arizona Revised Statutes. The state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.

- c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify Payroll in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

- a. An employee may not leave the state for more than two weeks while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission before the employee leaves the state.
- b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.
- c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

- a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.
- b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.
- c. If returned to work with restrictions, the physician must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.

- d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.
- e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

K. General Leave

1. General leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.
 - a. General leave will last for no more than sixty (60) calendar days.
 - b. Accrued time off must be exhausted before an employee is eligible to take general leave.
 - c. General Leave is not intended for seeking employment outside of the City.
2. Requests for general leave must be approved by the employee's department director and the human resources director
 - a. Request for general leave must be in writing and include the purpose, start, and end date of the general leave.
3. General leave is unpaid and not job protected
 - a. The department may post to fill the employee's position upon commencement of general leave.
 - b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.
 - c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.
4. While on general leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.
5. Vacation and Sick leave will not accrue while the employee is on general leave.

L. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five workdays or 40 work hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the department director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday or eight hours. Only full-time regular and/or probationary employees are eligible for bereavement leave. Part-time employees are not eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

3. Co-workers

At the discretion of the employee's department director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

M. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay (upon written request to the employees department director and submittal of appropriate documentation of military active duty orders), from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority on active duty during training or duty with troops, field exercises, or instruction for a total period not to exceed the lesser of 30 working days or hours times shift based on the Federal government fiscal year in any two consecutive years.

N. Civic Duty Leave

1. General

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

- a. The distance to the work location would preclude timely reporting for the civic duty; or
- b. The employee cannot return to work at least one hour before the end of the work shift;
- c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

- a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.
- b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

5. Jury and Witness Compensation

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any compensation to the City Finance and Budget Department, except for mileage allowance.

O. Victim's Leave

1. Purpose and Eligibility

The City will allow employees who are victims of crimes to leave work to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §§ 8-420, 13-4439, 23- 373) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Victims Leave

A request for victim's leave must be made to the immediate supervisor providing as much notice as practical. In making this request, the employee shall provide both of the following documents:

- a. A copy of the form provided to the employee by the law enforcement agency.
- b. A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

Leave records under this policy shall be maintained in a confidential manner. When using victim's leave, the eligible employee may use accrued sick leave, vacation, or time earned. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager. While there is no maximum amount of time allocated for the victim's leave, the City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

P. Administrative Leave

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a personnel or disciplinary hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

Q. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 31 days after the first day of the month following the employee's first day of employment.

1. Medical Insurance

Employees hired in 30-40 hour positions are eligible to elect coverage under the City's medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

2. Dental Insurance

Employees hired in 30-40 hour positions are eligible to elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a

portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

R. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

S. Workers' Compensation Insurance

1. General

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statutes.

2. Reporting Period

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

T. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.
2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

U. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.
2. The City may elect to contribute funds to employee's Deferred Compensation Plan

V. Health Savings Account (HSA)

1. General

Health Savings Accounts (HSA) were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

The City may elect to contribute funds to employee's HSA accounts.

W. Flexible Spending Arrangements (FSA)

1. General

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

- a. Employees may contribute to FSA accounts up to the limit set by the City.
- b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

DRAFT

RESOLUTION NO. 1015-0222

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTER 6 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO EMPLOYEE BENEFITS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. Chapter 6 – Employee Benefits of the City of Avondale Personnel Policies and Procedures dated February 22, 2022 (“Chapter 6”), is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapter 6 adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City 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 Council of the City of Avondale, Arizona, February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1015-0222
[Chapter 6]
See following pages.

CHAPTER 6

Employee Benefits

A. Definitions

Throughout this policy, definitions set out in A.R.S. §23-371 are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the director of the City department to whom the employee is assigned or the department director’s designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the Fair Labor Standards Act, 29 U.S.C.A. § 213, and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – Leave allowed pursuant to the Family Medical Leave Act of 1993 and relevant statutes and regulations.
6. Full time employee – an employee who works thirty (30) hours or more per week.
7. Non-Exempt employee – an employee who is not an exempt employee.
8. Part-time employee – an employee who works less than thirty (30) hours per week.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. “Sick leave” has the same meaning as “earned paid sick time” as that term is used in A.R.S. §23-371.
10. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.

B. Accumulation of Sick Leave

1. Regular full-time employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period and these hours are accumulated without limit.
2. Regular part-time temporary, and seasonal part-time employees (working less than thirty (30) hours per week) shall receive a bank of forty (40) hours of paid sick leave per year at the commencement of the fiscal year. They shall accrue no other sick leave during the fiscal year.
3. Newly hired regular part-time, temporary, and seasonal part-time employees (working less than thirty (30) hours per week) are eligible to use sick leave from their bank on the ninetieth calendar day after commencing employment.

4. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.
5. Upon hiring any employee, a department director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.

C. Sick Leave Usage

1. Employees may use accrued paid sick leave time for any of the following reasons:
 - a. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.
 - b. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term "family member" is as defined in A.R.S. §23-371, which is the following:
 - 1) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
 - 2) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
 - 3) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
 - 4) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
 - 5) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
 - c. Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. §§23-371 and 23-373.

- d. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
 - e. In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.
- 2. An employee will not be subject to retaliation or discrimination for using sick leave, so long as the employee complies with City policy.
 - 3. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.
 - 4. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.
 - 5. Sick leave may be taken when approved by the employee's department director according to the notification and documentation procedures of City policy.
 - 6. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.
 - 7. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.
 - 8. Sick leave must be used in increments of not less than fifteen (15) minutes per occurrence for non-exempt employees.

D. Notification

- 1. An employee shall notify his/her department director as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.
- 2. An oral or written request by the employee is acceptable. The following methods may be used:
 - a. Telephone call

- b. Email
- c. Text message

Employees are responsible to ensure text message or email was successfully delivered. Supervisors shall confirm receipt of notification.

3. When possible, the employee shall include the expected duration of the absence in the request.
4. An employee must notify his/her supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.
5. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department who will then submit it to the Third-Party Administrator (TPA) for review.
6. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the employee will be considered to have abandoned the job.
 - a. Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
 - b. Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.

E. Documentation

1. For earned paid sick time of three or more consecutive workdays, a department director may require reasonable documentation that the earned paid sick time has been used for a reason or purpose set out in the definition of sick leave in this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:
 - a. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

- b. A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;
- c. A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;
- d. A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
- e. A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or
- f. An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

F. Compensation for Unused Sick Leave upon Resignation or Retirement.

- 1. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.
- 2. Compensation upon retirement will be as follows:
 - a. Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - b. Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
 - c. Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.
- 3. Employees who resign from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire.

4. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.
5. An employee may not use sick leave after their last day worked.

G. Family and Medical Leave Act (FMLA)

1. General Provisions

It is the policy of the City to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

- a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.
- b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

- a. To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:
 - 1) The birth of a child and in order to care for that child;
 - 2) The placement of a child for adoption or foster care and to care for the newly placed child;
 - 3) To care for a close family member (usually a spouse, child, or parent) with serious health condition; or
 - 4) The serious health condition (described below) of the employee.

- a) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.
 - b) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.
- 5) Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- 6) Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.
- b. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.
 - c. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.
 - d. The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.
 - e. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and

subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

- f. If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.

4. Employee Status and Benefits During Leave

- a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.
- b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.
- c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.
- d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

5. Employee Status After Leave

Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

6. Use of Paid and Unpaid Leave

- a. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.
- b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

7. Intermittent Leave or a Reduced Work Schedule

- a. An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.
- b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.
- c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember. (See §825.202). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency as defined in this policy.
- d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible.
 - 1) An employee using intermittent leave due to medical necessity should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday.

- 2) An employee must notify his/her supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

8. Certification of the Serious Health Condition

- a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
- b. The City requires certification of a serious health condition.
 - 1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.
 - 2) Failure to provide certification may result in a denial of continuation of FMLA leave.
 - 3) Medical certification may be provided by using the medical certification form.
 - 4) Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.
- c. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.
- d. The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

9. Certification related to active duty orders or call to active duty.

The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

10. Procedure for Requesting Leave

- a. All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

- b. When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.
- c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.
- d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisors and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the physician re-certify that the extended leave is medically necessary.
- e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

11. Job Benefits and Protection

- a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.
- b. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- c. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- d. FMLA makes it unlawful for any employer to:
 - 1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.
 - 2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.
- e. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

12. Enforcement

- a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- b. An eligible employee may bring a civil action against an employer for violations.
- c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

H. Vacation Leave

1. Accumulation of Vacation Leave

- a. All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

Non-Exempt	Tenure	Hours per Pay Period	Hours per Year
	0-1.99 Years	3.7	96.2
	2-4.99 Years	4.47	116.2
	5-9.99 Years	5.39	140.12
	10-14.99 Years	6.31	164.04
	15 + Years	6.93	180.16

Exempt	Tenure	Hours per Pay Period	Hours per Year
	0-1.99 Years	4.62	120.12
	2-4.99 Years	5.39	140.12
	5-9.99 Years	6.31	164.04
	10 + Years	6.93	180.16

- b. All assistant department directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure	Hours per Pay Period	Hours per Year
First 5 Years	6.31	164.04
5+ Years	6.93	180.18

- c. All department directors, Deputy City Managers, Assistant City Managers will accrue vacation leave as follows:

Department Directors, Deputy City Managers, and Assistant City Managers	
Hours per Pay Period	Hours per Year
6.93	180.18

- d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure	Hours per Pay Period	Hours per Year
0-1.99 Years	11.21	291.46
2-4.99 Years	12.28	319.28
5-9.99 Years	13.57	352.30
10 + Years	14.44	375.30

- e. Upon hiring any employee, a department director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.
- f. Part-time regular employees are not eligible to accrue vacation leave.
- g. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Time

Eligible employees have a maximum accrual of vacation time of 320 hours at the end of the fiscal year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation time of 448 hours at the end of the fiscal year.

- a. Employees must use all hours over the maximum accrual by the end of each fiscal year. Employees will lose any vacation leave hours over the maximum accrual amount not used by June 30 of each fiscal year.
- b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the last pay period starting in any fiscal year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following fiscal year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

Vacation leave shall be taken with the approval of the department director or designee (i.e., immediate supervisor).

- a. Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.
- b. During the original probationary period, vacation leave may be granted at the discretion of the department director.

c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

Employees may be paid for a portion of accrued vacation. See Administrative Policy 40 (AP-40) for guidelines.

5. Compensation for Vacation Leave

a. Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy. Employees who have not completed original probation will not be compensated upon separation for vacation leave provided at time of hire.

I. Holiday Leave Policy

1. Objectives

The objectives for the development of the holiday leave policy are:

- a. Equalize the holiday leave allocation, so that each full-time regular employee receives 96 hours of holiday leave hours per fiscal year.
- b. Identify the methods to maximize the number of days that City offices are open to serve citizens.
- c. Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.
- d. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

2. Accumulation of Holiday Leave

- a. The annual holiday leave bank for each full-time, regular employee is 96 hours. Part-time, temporary, and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM -11:59 PM) on the designated holiday.
- b. Employees will be provided with a bank of **96** hours (full-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for **50** hours (full-time) the second in January for **46** hours (full-time). New hires will receive a prorated number of hours based upon their hire date.

3. Designated Holidays; Floating Holidays

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 30 of each year. The listing will specify any and all designated holidays for the City.

- a. If a designated holiday falls on a scheduled workday, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.
- b. In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e., vacation or sick leave).
- c. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

4. Holidays Eligible for Differential Pay

- a. Each June, a listing will be included in the Administrative Policy of any holidays that will be paid a holiday differential. Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual) The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).
- b. Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.

5. Use of Holiday Leave

- a. It will be the employees' responsibility to monitor their holiday leave usage
- b. In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference.

- c. All holiday hours not taken prior to the last day of employment with the City, shall be forfeited.
 - d. Holiday hours must be used by June 30 of each year. Exempt employees will be paid for any holiday hours remaining at the end of the fiscal year. Non-exempt employees must use their holiday hours, or they will be forfeited.
 - e. In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours, or vacation hours to cover a designated holiday, they will be placed in a leave without pay (LWOP) status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.
 - f. Holiday hours and holiday differential pay will not count toward hours worked for purposes of overtime for hourly employees.
6. Certain Police Employees Not Participating
- a. Specified Police Employees will not be participating in the holiday leave program set forth above.
 - 1) Those police employees not participating include: Patrol, Detention, Communications, and any other area as recommended by the Chief of Police and HR and approved by the City Manager.
 - b. Specified Police Employees will receive 8 hours of compensation for each of the following holidays as they occur in the calendar:

SPECIFIED POLICE EMPLOYEE HOLIDAYS
INDEPENDENCE DAY
LABOR DAY
VETERAN'S DAY
THANKSGIVING
DAY AFTER THANKSGIVING
CHRISTMAS DAY
NEW YEAR'S DAY
MARTIN LUTHER KING JR. DAY
PRESIDENT'S DAY
MEMORIAL DAY
JUNETEENTH
PERSONAL DAY TO BE SCHEDULED BY EMPLOYEE

- c. Specified Police Employees will have one 8-hour personal day to schedule at their discretion with their supervisor each fiscal year. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year. New hires will receive a personal day upon their hire. The personal day must be scheduled in the fiscal year it is earned. Unused personal days will not be paid out at the end of the fiscal year or upon resignation of the employee.
- d. The Specified Police Employee holiday hours set forth above will not count as hours worked for the purpose of overtime compensation. Employees who are required to work on designated holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Example 1: Employee works 14 hours on the holiday (Wednesday*) and works three other days in the week.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	46	10	11	14	11			

End Result:

Hours worked	46
Holiday compensation at straight rate	8
Regular Hours at straight rate	40
Overtime at 1.5	6
Holiday Differential at .5	14

J. Industrial Leave

1. Workers' Compensation Coverage

The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

- a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.
- b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

- a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.
- b. Compensation is based on the statutory limit set forth in the Arizona Revised Statutes. The state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.

- c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify Payroll in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

- a. An employee may not leave the state for more than two weeks while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission before the employee leaves the state.
- b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.
- c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

- a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.
- b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.
- c. If returned to work with restrictions, the physician must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.

- d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.
- e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

K. General Leave

1. General leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.
 - a. General leave will last for no more than sixty (60) calendar days.
 - b. Accrued time off must be exhausted before an employee is eligible to take general leave.
 - c. General Leave is not intended for seeking employment outside of the City.
2. Requests for general leave must be approved by the employee's department director and the human resources director
 - a. Request for general leave must be in writing and include the purpose, start, and end date of the general leave.
3. General leave is unpaid and not job protected
 - a. The department may post to fill the employee's position upon commencement of general leave.
 - b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.
 - c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.
4. While on general leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.
5. Vacation and Sick leave will not accrue while the employee is on general leave.

L. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five workdays or 40 work hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the department director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday or eight hours. Only full-time regular and/or probationary employees are eligible for bereavement leave. Part-time employees are not eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

3. Co-workers

At the discretion of the employee's department director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

M. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay (upon written request to the employees department director and submittal of appropriate documentation of military active duty orders), from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority on active duty during training or duty with troops, field exercises, or instruction for a total period not to exceed the lesser of 30 working days or hours times shift based on the Federal government fiscal year in any two consecutive years.

N. Civic Duty Leave

1. General

Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

- a. The distance to the work location would preclude timely reporting for the civic duty; or
- b. The employee cannot return to work at least one hour before the end of the work shift;
- c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

- a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.
- b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

5. Jury and Witness Compensation

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any compensation to the City Finance and Budget Department, except for mileage allowance.

O. Victim's Leave

1. Purpose and Eligibility

The City will allow employees who are victims of crimes to leave work to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §§ 8-420, 13-4439, 23- 373) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Victims Leave

A request for victim's leave must be made to the immediate supervisor providing as much notice as practical. In making this request, the employee shall provide both of the following documents:

- a. A copy of the form provided to the employee by the law enforcement agency.
- b. A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

Leave records under this policy shall be maintained in a confidential manner. When using victim's leave, the eligible employee may use accrued sick leave, vacation, or time earned. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager. While there is no maximum amount of time allocated for the victim's leave, the City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

P. Administrative Leave

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a personnel or disciplinary hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

Q. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 31 days after the first day of the month following the employee's first day of employment.

1. Medical Insurance

Employees hired in 30-40 hour positions are eligible to elect coverage under the City's medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

2. Dental Insurance

Employees hired in 30-40 hour positions are eligible to elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a

portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

R. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

S. Workers' Compensation Insurance

1. General

Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statutes.

2. Reporting Period

All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

T. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.
2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

U. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.
2. The City may elect to contribute funds to employee's Deferred Compensation Plan

V. Health Savings Account (HSA)

1. General

Health Savings Accounts (HSA) were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

The City may elect to contribute funds to employee's HSA accounts.

W. Flexible Spending Arrangements (FSA)

1. General

Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

- a. Employees may contribute to FSA accounts up to the limit set by the City.
- b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2012-0222 - QuikTrip - Rezoning from AG to C-3 - Application PL-20-0031

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Director, (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development.

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to city amenities

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2012-0222, approving a request by Tim Reardon, MCR Companies, on behalf of property owner FER Properties, to rezone approximately 7.37 gross acres of land located at the southwest corner of McDowell Road and 107th Avenue from Agricultural (AG) to Freeway Commercial (C-3). The Freeway Commercial zone accommodates a range of commercial uses including office, medical, hospitality, retail, and restaurants that serve a community-wide to regional trade area along freeway corridors. There is an accompanying Conditional Use Permit request that is contingent upon City Council approval of the rezoning request described above. The rezoning request applies to 7.37 gross acres inclusive of the 5.74 net acre. The Council will take appropriate action.

BACKGROUND:

The 7.37 gross acre, irregularly shaped subject property (Exhibits A and B) is located at the corner of McDowell Road and 107th Avenue. The site is also adjacent to the I-10 Freeway to the south. The subject site includes approximately 5.74 net acres of land currently being farmed and the adjacent half width right-of-way of both McDowell Road and 107th Avenue, approximately 1.3 acres in area.

The property was annexed into the City's corporate limits on June 17, 2003 and zoned Agricultural (AG) upon annexation.

The property is designated by the General Plan 2030 Land Use Map as Freeway Commercial, which is a land use designation to accommodate the more intense uses of the I-10 Freeway, Loop 101, SR 30, and other future parkway corridors. Freeway commercial development patterns will provide concentrated retail, hospitality, and related activity along these corridors. This category allows for a broad range of non-residential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area. It offers amenities such as attractive streetscapes, pedestrian activity connections, and efficient circulation.

The site is currently being farmed and there is an SRP irrigation canal along both McDowell Road and 107th Avenue.

The existing uses and zoning of surrounding properties include:

NORTH OF MCDOWELL ROAD: Medical office complex and Walgreens, a pharmacy and convenience store zoned Garden Lakes PAD.

EAST OF 107TH AVENUE: Vacant land zoned Park 10 PAD.

SOUTH: Walled in SRP substation on the hard corner that includes a wireless communication facility. South of the 1-10 Freeway is vacant land zoned Avondale Gateway PAD that is currently being farmed.

WEST: Multi-story medical office building zoned AKOS PAD.

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property to C-3. The project narrative, included as Exhibit D, details proposed uses of the site.

The applicant is proposing development of a QuikTrip gas station and convenience store on the immediate corner (Exhibit E). Two (2) vacant pads will remain for future development; PAD 1 is approximately 1.29 gross acres along McDowell Road and PAD 2 is approximately 0.99 gross acres in size. The conceptual site plan also shows 60 parking spaces in the southern portion of the site for the adjacent AKOS medical office building. This will be reviewed with a separate Site Plan and Design Review submittal. Big O Tires is no longer proposed for this site.

The QuikTrip convenience store is planned to be approximately 4,993 square feet in size with a fuel canopy for eight (8) fuel pumps. A gas station with a convenience store use requires approval of a Conditional Use Permit in the C-3 zoning district.

In terms of access, the developer will construct a driveway on McDowell Road that allows for right-in/right-out only movements. Traffic will not be able to exit westbound on McDowell Road. On 107th Avenue, the developer will construct a driveway that provides for three-fourths ($\frac{3}{4}$) access for left-in, right-in, and right-out movements.

The preliminary contemporary architectural design of the building meets the City's Commercial and Industrial Design Guidelines. The fuel canopy is designed with architectural enhancements, including offsets and a cornice (Exhibit G) and will utilize materials found on the main building.

A seating area with benches and landscaping is proposed on the corner of McDowell Road and 107th Avenue.

PUBLIC PARTICIPATION:

A Neighborhood Meeting was held on October 5, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting were completed at least fifteen (15) days prior to the meeting in accordance with notice requirements. In addition to City Staff and the applicant's team, one (1) Councilmember attended the virtual meeting (Exhibit H). Discussion was primarily related to access to the site, color scheme of QuikTrip, and number of gas pumps.

Four (4) comments pertaining to the proposal were posted on the City's aVOICE/Polco digital forum stating support as long as site is maintained in a clean manner, support for a QuikTrip business, no support for another QuikTrip, and a concern for increased traffic. No additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notice requirements.

PLANNING COMMISSION ACTION:

Planning Commission conducted a public hearing on January 19, 2022, and voted 7-0 to recommend approval of the rezone subject to five (5) Staff recommended conditions of approval.

ANALYSIS:

The proposed rezoning to Freeway Commercial (C-3) will allow for the proposed gas station with a convenience store use having tire sales, repair, mounting, and auto service diagnostic facility along with Conditional Use Permit approval and with conditions, respectively. The subject property has remained undeveloped since annexation in 2003. The proposed development will enhance the corridor with new and attractive buildings, while also bringing an economic boost to the area.

DISCUSSION:

- The proposed rezoning to C-3 (Freeway Commercial) is in direct conformance with the property's General Plan Land Use Map designation of Freeway Commercial.
- The proposed rezoning to C-3 will allow for the proposed gas station with a convenience store use with tire sales, repair, mounting, and auto service diagnostic facility along with a Conditional Use Permit approval and with conditions, respectively.
- The proposed rezoning will result in compatible land use relationships.
- Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
- The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** an Ordinance, approving Application PL-20-0031, a request to rezone approximately 7.37 gross acres of land located at the southwest corner of McDowell Road and 107th Avenue from Agricultural (AG) to Freeway Commercial (C-3), subject to the following five (5) conditions of approval:

1. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
2. The developer shall process a Minor Land Division or Final Plat dedicating an eight (8) foot public utility easement (PUE) along McDowell Road and 107th Avenue at the back of the ultimate right-of-way line prior to issuance of any permits for development on the project site.
3. All perimeter off-site improvements to McDowell Road and 107th Avenue, excluding any improvements that are part of the City's planned McDowell Road/107th Avenue Capital Improvement Project, shall be completed by the developer in the first phase of development. Improvements must extend across the property's full frontage, not only the portion to be developed with QuikTrip.
4. Powerlines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted underground in the first phase of development.
5. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.

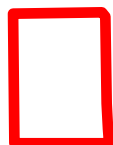
PROPOSED MOTION:

I move that City Council **ADOPT** an Ordinance, approving Application PL-20-0031, a request to rezone approximately 7.37 gross acres of land located at the southwest corner of McDowell Road and 107th Avenue from Agricultural (AG) to Freeway Commercial (C-3), subject to five (5) conditions listed in the staff report.

Contact person for document distribution: *Michelle Simerdla*

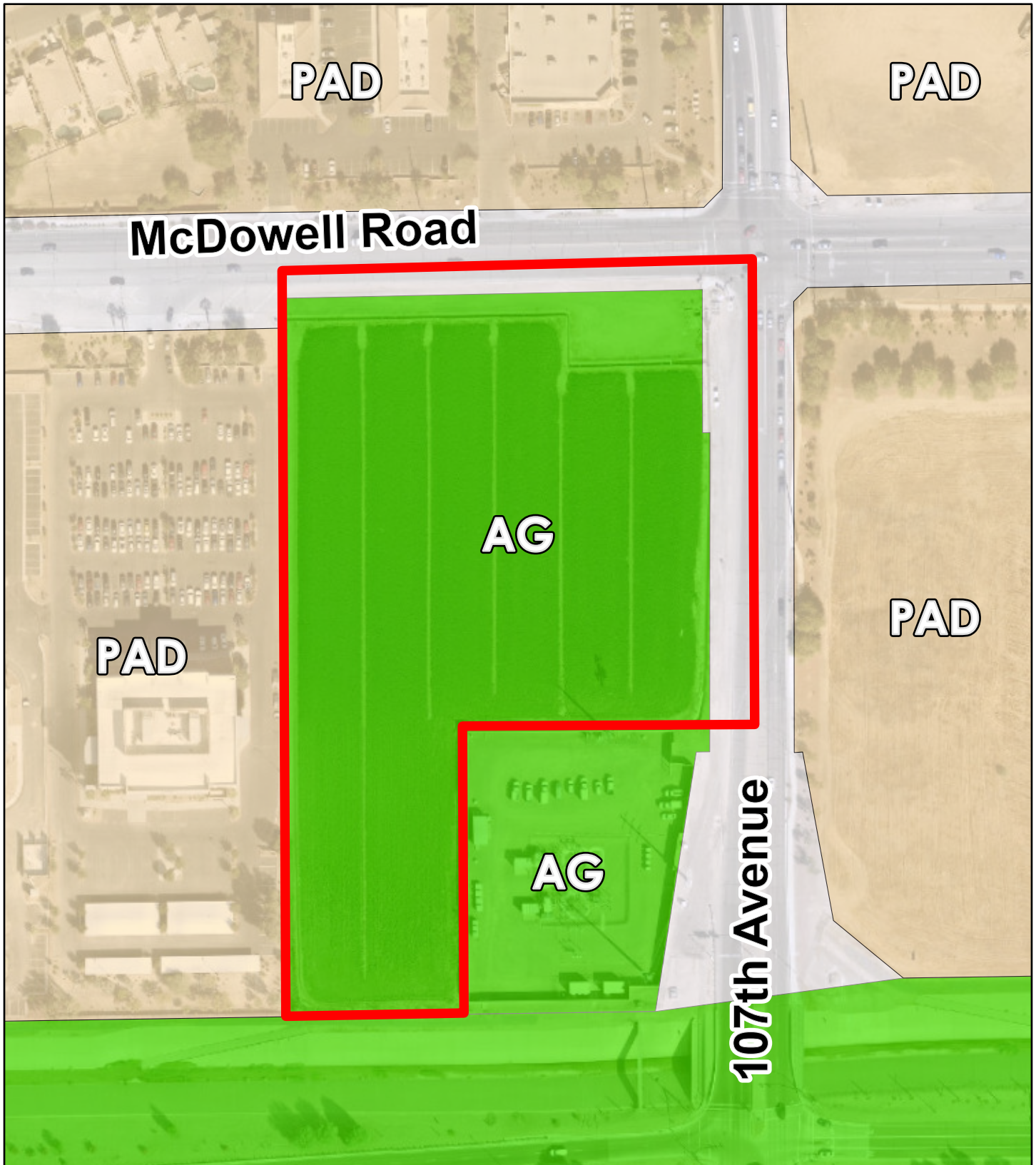


Aerial Photograph

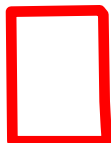


Subject Property



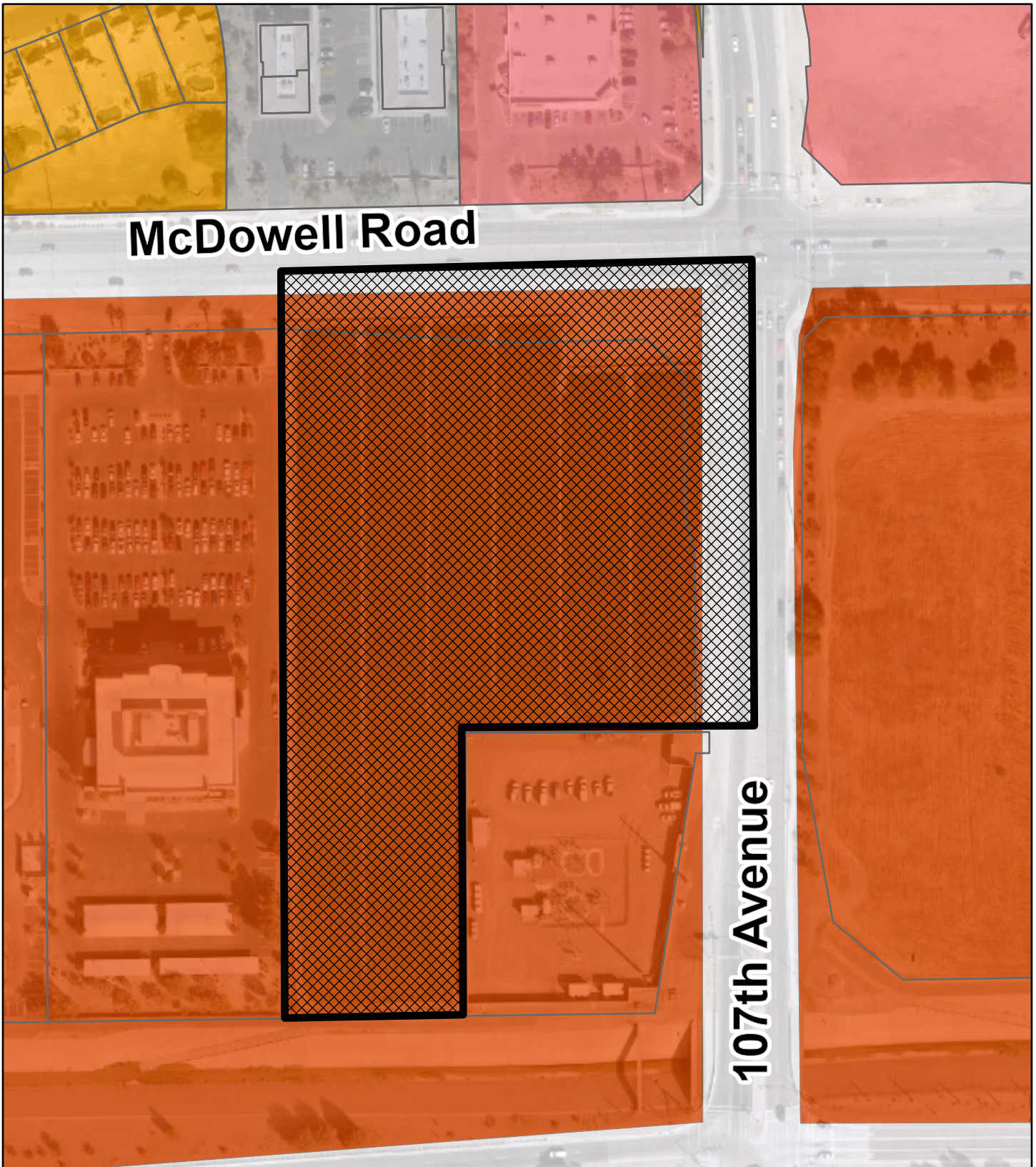


Zoning Vicinity



Subject Property

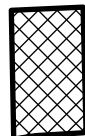




General Plan Land Use



- Office/Professional
- Freeway Commercial
- Medium Density Residential
- Local Commercial



Subject Property



Project Narrative

*SWC of McDowell and 107th Avenue
APN 102-56-001J*

Summary:

We are requesting a rezoning approval of our property located on the Southwest corner of McDowell and 107th Avenue (APN 102-56-001J) (“The Property”). The Property is currently zoned AG and consists of 7.377 gross acres of undeveloped land. We will be asking the City of Avondale, as well as our fellow citizens, to allow us to rezone The Property to a Freeway Commercial (C-3) district as intended by the City of Avondale’s 2030 General Plan.

Property Description:

Located on the Southwest corner of McDowell and 107th Avenue (APN 102-56-001J), The Property is fronted on three sides by major transportation corridors. McDowell on the North frontage, 107th Avenue along the East, and Interstate 10 to the South. The property to the West has been developed as a multi-story medical office building within the past few years and is zoned PAD. Across McDowell to the North, the existing development consist of a multi-tenant office complex and retail on the hard corner which is zoned PAD. The property to the East across 107th Avenue remains undeveloped and is also zoned PAD. Additionally, The Property has an SRP substation attached at the Southeast corner along the SRP irrigation channel near Interstate-10.

Project Description:

The intended thematical use of The Property is meant to match the City of Avondale’s 2030 General Plan. The elements we will be drawing upon to develop the project support a Freeway Commercial district by providing a mix of retail, hospitality, and transportation services. The Property’s expected land uses will be complementary to the existing retail and medical sites that sit adjacent to The Property. Additionally, as the SRP sub-station will no longer be the sole ‘visual’ on this undeveloped land, we will greatly improve the streetscapes along this corridor by constructing new and attractive buildings while bringing an economic boost to the area.

Land Uses:

Based on the City of Avondale’s most recent General Plan and Zoning Ordinance, the intended use of The Property is meant “to allow for a broad range of nonresidential uses including retail, medical, office, higher education, hospitality, sports and family entertainment, and commercial complexes.” Additionally, “the C-3 district is designed to promote freeway-oriented services and products with a community-wide to regional trade area.” Our conceptual site plan does not include any land uses inconsistent with current zoning ordinances.

Additionally, separate from this application, we filed for a Conditional Use Permit (CUP) (application PL-20-0073) on behalf of Quiktrip Gas station and are seeking both the rezoning and CUP be processed concurrently on the same neighborhood meeting, planning commission, and city council meeting schedules. Quiktrip

Proposed Land Use Development Map:

The proposed conceptual Site Plan allows for two main entry and exit points: One to the North along McDowell Rd. and the other to the East along 107th Avenue. Given feedback in our Pre-App, and ongoing discussions with Staff, we will be putting in a deceleration lane along McDowell Road that will allow for maximum separation from the 107th Avenue intersection. This driveway will be limited to right-in/right-out only movements given its the proximity to the intersection. Additionally, the property's second entry/exit point along 107th Avenue will provide 3/4 access allowing for left-in, right-in, and right-out movements. The City of Avondale has agreed to provide a median break that will allow the left-in movement to the property.

Development Standards:

Any future development shall conform, meet, and adhere to all applicable Development Standards outlined in the current Avondale Zoning Ordinance.

Architectural Design Criteria:

By following feedback from our Pre-App, as well as adhering to the framework outlined in the most recent Commercial and Industrial Design Manual, any future development shall meet or exceed the standards set forth by City of Avondale.

Landscaping:

By following the framework outlined in the most recent Commercial and Industrial Design Manual, Landscaping, with respect to functionality and design, shall meet the standards set forth by City of Avondale.

Signs:

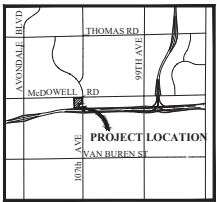
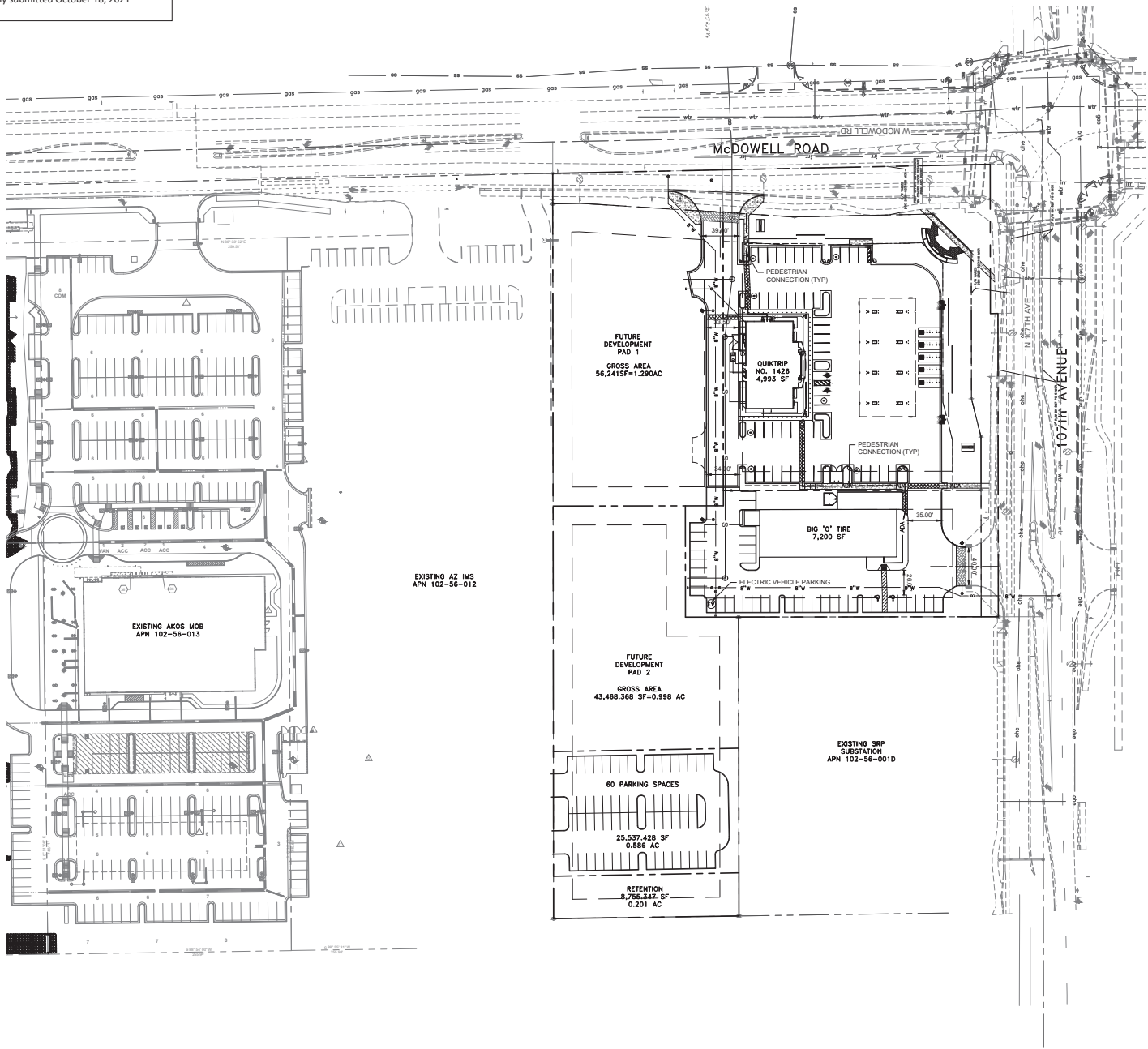
Currently, there is no sign plan as our conceptual Site Plan is subject to change. However, any future sign plan will be expected to meet the City of Avondale's required ordinances.

Infrastructure:

Onsite infrastructure including driveways, curbing, lighting, water, sewer and irrigation will be provided as part of a comprehensive Site Plan submittal. However, before any future Site Plan is submitted, we are waiting on final design feedback from the City of Avondale on its planned Capital Improvement Project (Project No. 1224) at the intersection of 107th Avenue and McDowell Rd. We have been advised the City will be making significant offsite improvements including the relocation of our water well.

Conformance with Plans:

The proposed rezoning of The Property is intended to support and promote the vision set forth in the City of Avondale's 2030 General Plan. From a Land Use perspective, the Freeway Commercial (C-3) District has been a part of the General Plan since its original designation in 2002. As we've seen in subsequent reports, including the 2010 Existing Conditions update, there is still a desire to support this classification and an opportunity to encourage development as many of the ideal sites along Interstate-10 remain undeveloped. Additionally, The Property is in a designated Growth Area with plans underway by both the City of Avondale, and the development team, to invest in maximizing public infrastructure including roads and sewers at the site. The intended use of The Property, once completed, will have a positive economic impact to the City and will support many of the City focused initiatives. By helping grow and diversify the economic and employment base, we hope to provide opportunities that encourage and facilitates small and local business development. Moreover, the rezoning and approval of Permitted Uses with Conditionals, will have additional positive effects including branding opportunities that promote Avondale through targeted communication and outreach.



VICINITY MAP
N.T.S.

PROJECT DATA

APN: 102-56-001J
CURRENT ZONING: AG
PROPOSED ZONING: C3
PROJECT TYPE:
PAD 1: QUIKTRIP
PAD 2: BIG 'O' TIRES
LOT SIZE:
284,165 SF = 6.52 AC (GROSS)
253,644 SF = 5.82 AC (NET)
BUILDING SETBACK = 20'
LANDSCAPE SETBACK = 30'
PARKING SPACE DIMENSIONS:
9.5' x 20' TYPICAL
9.5' x 18' WHERE 2' OVERHANG OCCURS

PARKING DATA		
	QUIKTRIP	BIG 'O' TIRES
BUILDING AREA	4,993 SF	7,200 SF
LAND USE	GAS STATION	AUTO SERVICE
PARKING RATIO REQUIRED	1 SPC PER 300 SF	1 SPC PER 400 SF
PARKING SPACES REQ'D	17	18
PARKING SPACES PROV.	50	38
ADA PARKING SPACES PROV.	2	2

NOTES

- ROADWAY IMPROVEMENTS AND PROPOSED RIGHT-OF-WAY LINES ARE TAKEN FROM FUTURE IMPROVEMENT PLANS OF McDOWELL ROAD AND 107th AVENUE.
- ALL PARKING SPACES CURRENTLY SHOWN ARE FULL-WIDTH SPACES. PER CODE, SOME SPACES MAY BE REVISED TO COMPACT SPACES DURING DESIGN.
- ADDITIONAL PARKING SHOWN ON SOUTH SIDE OF PARCEL WILL BE PROVIDED PENDING AGREEMENT WITH WTH IMS.



CIVIL DESIGN
SOLUTIONS, LLC
15925 W. Glenrosa Avenue
Goodyear, Arizona 85395
480.205.8434

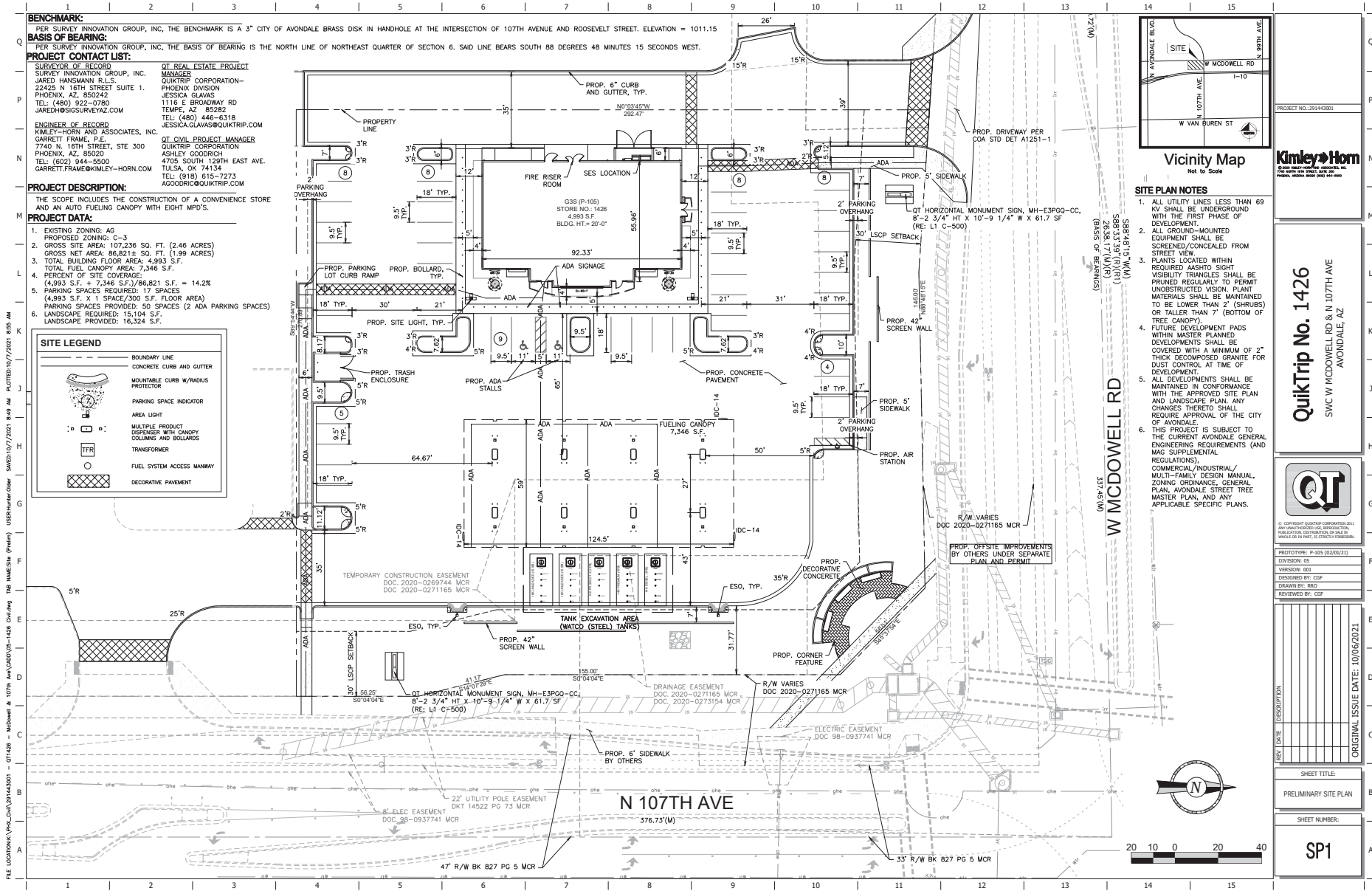


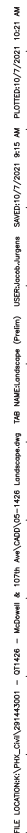
NO.	DATE	REVISIONS	APPROVED	DATE

SITE PLAN
107th AVE & McDOWELL RD
APN 102-56-001J
MCR COMPANIES

PRELIMINARY
NOT FOR
CONSTRUCTION

DESIGN/DRAWN/CHECK:
BTB / BTB / WEG
DATE: 10/2021
PROJ. NO. P1139-20
DWG NO. C001
SHEET 1 OF 1

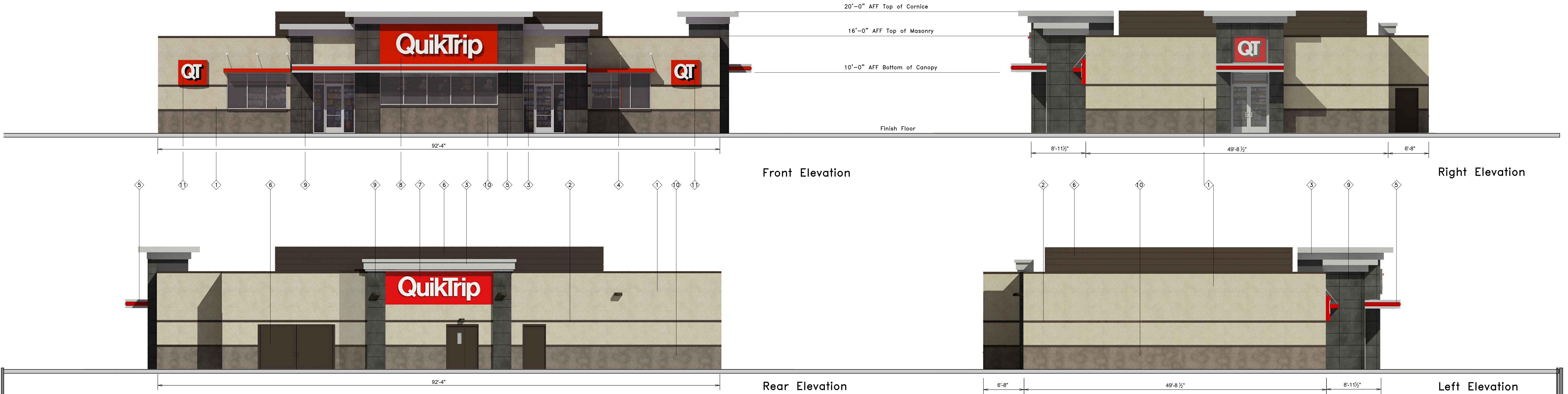




CITY OF AVONDALE PLANTING DATA SHEET

REQUIRED LANDSCAPE IMPROVEMENTS	REQUIRED	PROVIDED
ZONING DISTRICT C-2		
ALL DEVELOPMENT WITHIN ZONING DISTRICT		
PARKING LOT / TREES	75,519 SF	75,519 SF
PARKING LOT / SHRUBS	14 TREES	14 TREES
BUILDING FRONTAGE (210 LF)	70 SHRUBS	74 SHRUBS
W. MCDOWELL RD. (220 LF)	50% (105 LF)	61.0% (128 LF)
RIGHT OF WAY LANDSCAPING / TREES	9 TREES	9 TREES
RIGHT OF WAY LANDSCAPING / SHRUBS	90 SHRUBS	97 SHRUBS
107TH AVE. (333 LF)		
RIGHT OF WAY LANDSCAPING / TREES	14 TREES	14 TREES
RIGHT OF WAY LANDSCAPING / SHRUBS	140 SHRUBS	159 SHRUBS
TOTALS		
TOTAL LANDSCAPE AREAS	15,104 SF	17,910 SF
TOTAL TREES	34 TREES	50 TREES
TOTAL SHRUBS	275 SHRUBS	425 SHRUBS
TOTAL GROUNDCOVER, INORGANIC	100%	100%
TOTAL RIGHT-OF-WAY LANDSCAPE AREAS	N/A	8,834 SF
TOTAL PARKING LOT AREAS	1,279 SF	1,776 SF





QuikTrip.
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store # 1426 Custom G3S Building Elevations

Serial # 05-1426-G3S

Scale: 1/8"=1'-0"

Issue Date: 10.05.21

Address: SWC McDowell & 107th

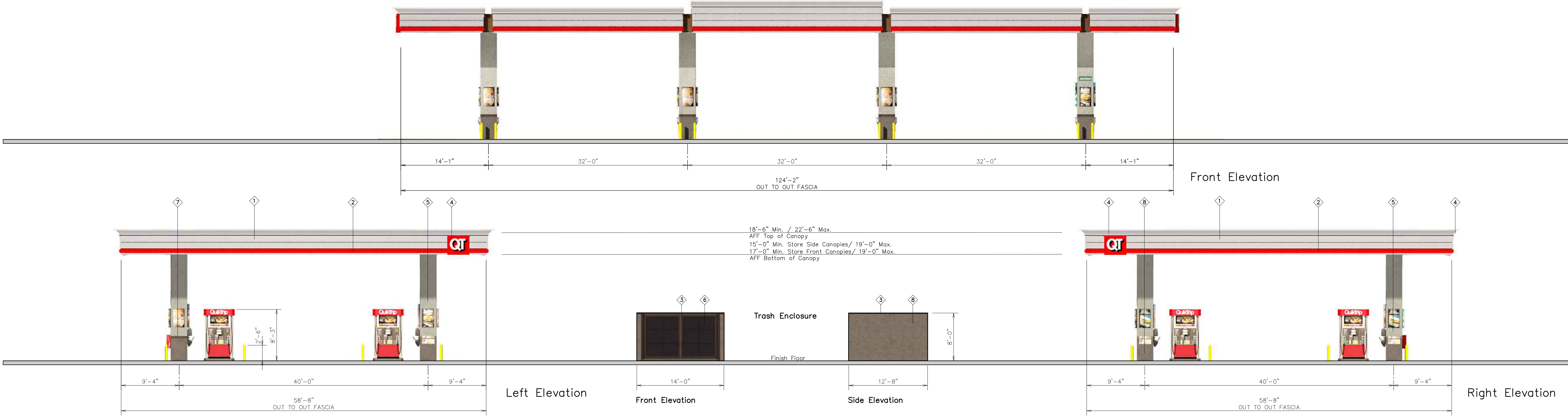
Drawn By: BP

Rev/Notes:

City, State: Avondale, AZ

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①	FINISH	MANUFACTURER	SPECIFICATION
1	LIGHT BEIGE	STO	A100G EIFS
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOLBOND	PASCA
4	QT RED	SHERWIN-WILLIAMS	METAL CANOPIES
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	DARK BRONZE	SHERWIN-WILLIAMS	METAL PAINT
7	CL-44R	ALLEN INDUSTRIES	SIGNAGE
8	CL-60R	ALLEN INDUSTRIES	SIGNAGE
9	BLACK	STO	TILE SYSTEM
10	PERFECT GREIGE	STO	AT00G EIFS
11	IDB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE

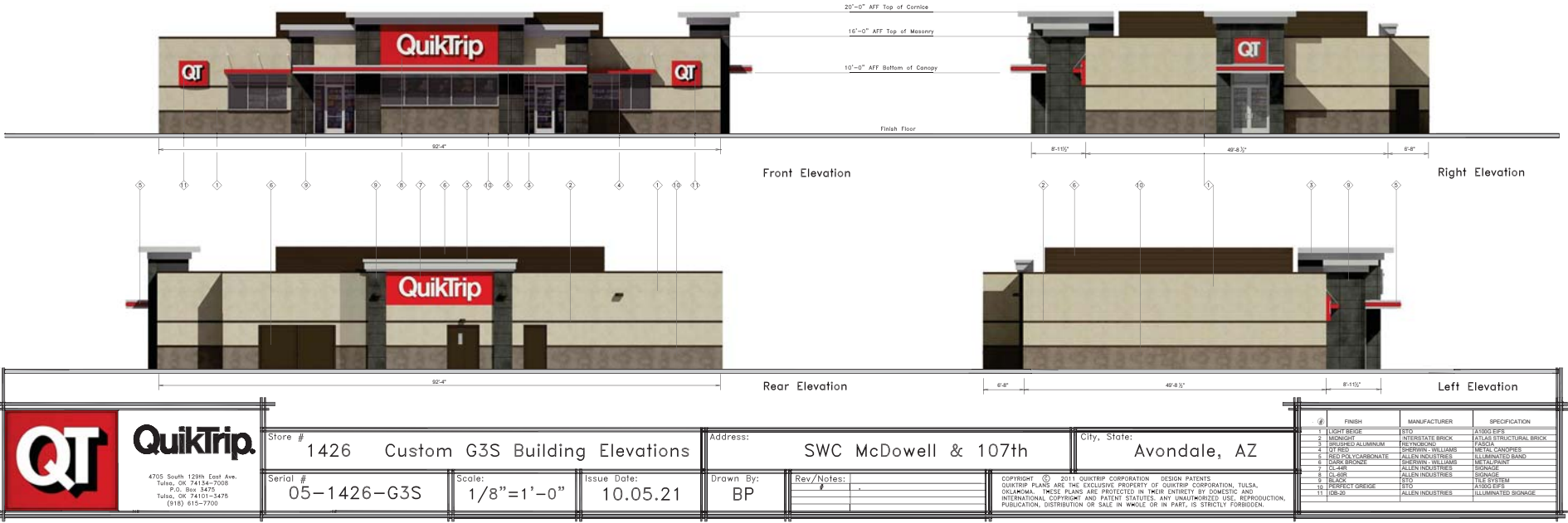


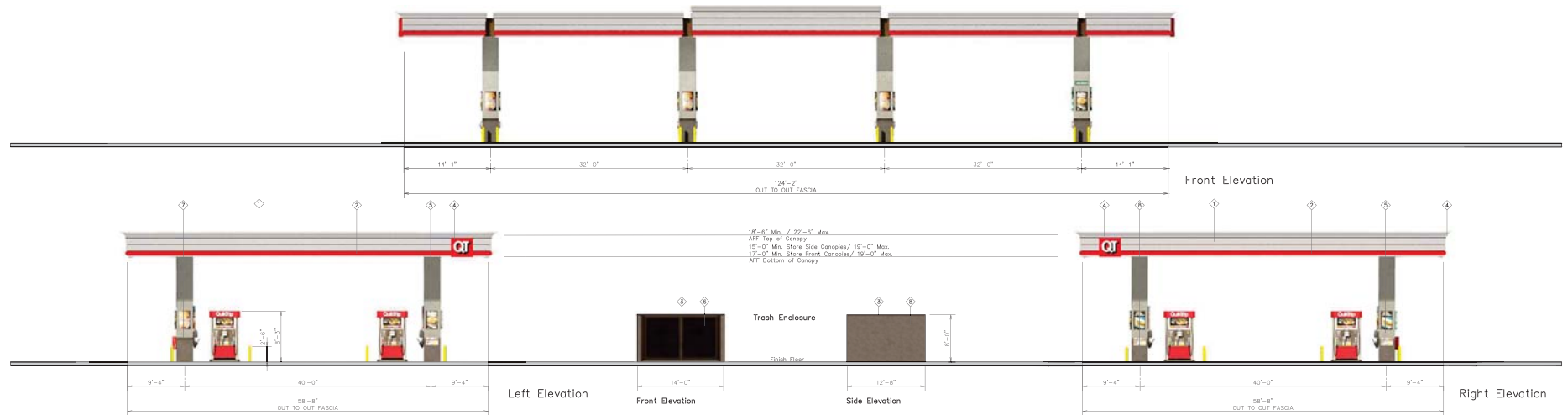


QuikTrip.
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store # 1426		Custom DS8 Canopy		Address: SWC McDowell & 107th		City, State: Avondale, AZ	
Serial # 05-1426-GD08	Scale: 1/8"=1'-0"	Issue Date: 10.05.21	Drawn By: BP	Rev/Notes:	COPYRIGHT © 2011 QUIKTRIP CORPORATION DESIGN PATENTS QUIKTRIP PLANS ARE THE EXCLUSIVE PROPERTY OF QUIKTRIP CORPORATION, TULSA, OKLAHOMA. THESE PLANS ARE PROTECTED IN THEIR ENTIRETY BY DOMESTIC AND INTERNATIONAL COPYRIGHT AND PATENT STATUTES. ANY UNAUTHORIZED USE, REPRODUCTION, PUBLICATION, DISTRIBUTION OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.		

①	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOLBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN - WILLIAMS	METAL PAINT
4	LOC-9	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	LIGHT BEIGE	STO	AT100 EIFS
6	BLACK	ALL COURT FABRICS	POLYPRO 25 MESH
7	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
8	PERFECT GREIGE	STO	AT100 EIFS





36"-8" OUT TO OUT FASCIA		Left Elevation		Front Elevation		Side Elevation		36"-8" OUT TO OUT FASCIA		Right Elevation																																																																																																																																																																																																																																																																																																																																																																																																																					
 4705 South 129th East Ave. Tulsa, OK 74134-7008 P.O. Box 3475 Tulsa, OK 74101-3475 (918) 615-7700		Store # 1426		Custom DS8 Canopy		Address: SWC McDowell & 107th		City, State: Avondale, AZ		<table><thead><tr><th>①</th><th>FINISH</th><th>MANUFACTURER</th><th>SPECIFICATION</th></tr></thead><tbody><tr><td>1</td><td>EXTERIOR ALUMINUM</td><td>BRIDGEMAN</td><td>CANOPY</td></tr><tr><td>2</td><td>TOP PER WORKMAN</td><td>ALUM. RODS/PILES</td><td>UNPAVED/ROAD</td></tr><tr><td>3</td><td>TOP BROWN</td><td>CHERRY - 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Serial # 05-1426-GD08		Scale: 1/8"=1'-0"		Issue Date: 10.05.21		Drawn By: BP		Rev/Notes:		COPYRIGHT © 2011 QUIKTRIP CORPORATION. DESIGN PATENTS, QUIKTRIP PLANS ARE THE EXCLUSIVE PROPERTY OF QUIKTRIP CORPORATION, TULSA, OKLAHOMA. THESE PLANS ARE PROTECTED IN THEIR ENTIRETY BY DOMESTIC AND INTERNATIONAL COPYRIGHT AND PATENT STATUTES. ANY UNAUTHORIZED USE, REPRODUCTION, PUBLICATION, DISTRIBUTION OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.																																																																																																																																																																																																																																																																																																																																																																																																																					

ORDINANCE NO. 2012-0222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 7.377 ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MCDOWELL ROAD AND 107TH AVENUE, AS SHOWN IN APPLICATION PL-21-0031, AND REZONING SUCH PROPERTY FROM AGRICULTURE (AG) TO FREEWAY COMMERCIAL (C-3).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 7.377 acres generally located at the southwest corner of McDowell Road and 107th Avenue, as shown in application PL-21-0031, from Agriculture (AG) to Freeway Commercial (C-3) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on January 19, 2022, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on February 22, 2022; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for $\pm$ 7.377 acres generally located at the southwest corner of McDowell Road and 107th Avenue, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
2. The developer shall process a Minor Land Division or Final Plat dedicating an eight (8) foot public utility easement (PUE) along McDowell Road and 107th Avenue at the back of the ultimate right-of-way line prior to issuance of any permits for development on the project site.
3. All perimeter off-site improvements to McDowell Road and 107th Avenue, excluding any improvements that are part of the City's planned McDowell Road/107th Avenue Capital Improvement Project, shall be completed by the developer in the first phase of development. Improvements must extend across the property's full frontage, not only the portion to be developed with QuikTrip.
4. Powerlines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted underground in the first phase of development.
5. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2012-0222

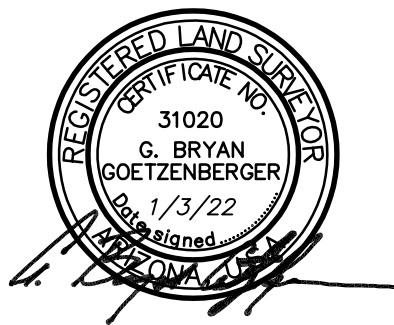
[Legal Description and Map]

See following pages.

GROSS DESCRIPTION FOR ZONING FOR A.P.N. 102-56-001L

A portion of the Northeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows;
BEGINNING at the Northeast quarter corner of said Section 6, being monumented with a brass cap in handhole which bears, North 88 degrees 33 minutes 39 seconds East 2638.17 feet from the North quarter corner of said Section 6, being monumented with a brass cap in handhole;
Thence along the East line of the Northeast quarter of said Section 6, South 00 degrees 18 minutes 38 seconds East 509.78 feet;
Thence South 89 degrees 41 minutes 24 seconds West 320.00 feet;
Thence South 00 degrees 18 minutes 18 seconds East 314.24 feet;
Thence South 88 degrees 56 minutes 24 seconds West 194.92 feet;
Thence North 00 degrees 18 minutes 21 seconds West 816.42 feet to a point on the North line of the Northeast quarter of said Section 6;
Thence along said North line, North 88 degrees 33 minutes 39 seconds East 514.96 feet to the POINT OF BEGINNING.

Comprising 7.377 acres or 321,360 square feet, subject to all easements of record.



JOB NO.: 190652
SECTION: 6
TOWNSHIP: 1 NORTH
RANGE: 1 EAST
DATE: JANUARY 3, 2022
SHEET 1 OF 2

REFERENCE DOCUMENTS
SURVEYS (R) M.C.R.
1. R.O.S. BK. 1475 PG. 23

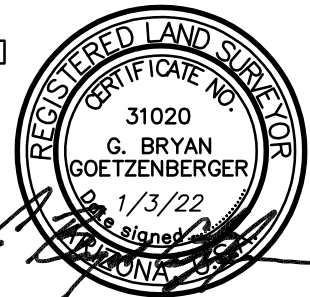
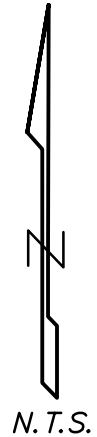
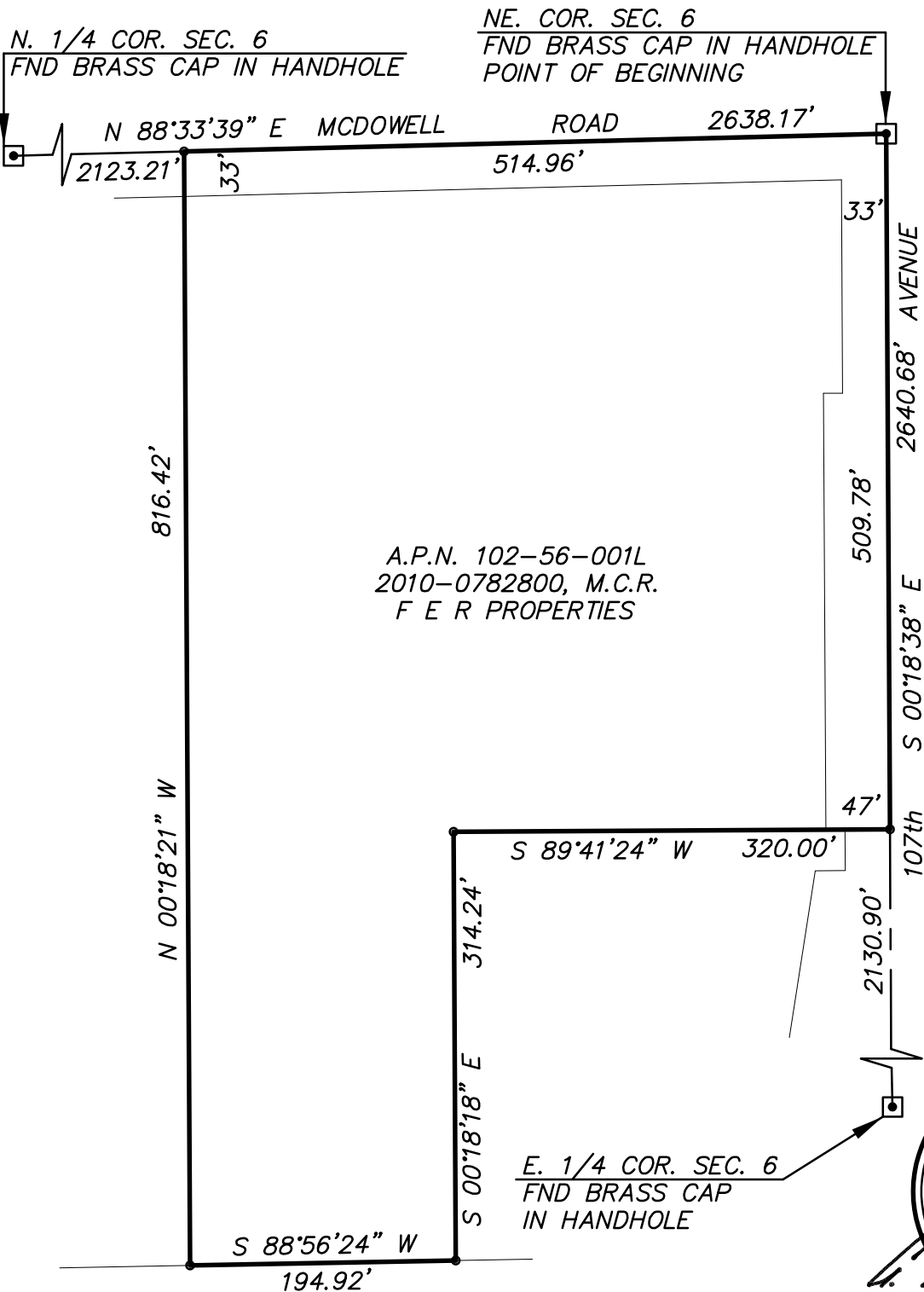


ALLIANCE
LAND SURVEYING, LLC

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7900 N. 70th AVENUE
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GLENDALE, AZ 85303
TEL (623) 972-2200
FAX (623) 972-1616
contactus@azals.com

GROSS EXHIBIT FOR ZONING FOR A.P.N. 102-56-001L



JOB NO.: 190652
SECTION: 6
TOWNSHIP: 1 NORTH
RANGE: 1 EAST
DATE: JANUARY 3, 2022
SHEET 2 OF 2

REFERENCE DOCUMENTS
SURVEYS (R) M.C.R.
1. R.O.S. BK. 1475 PG. 23



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CITY COUNCIL REPORT

SUBJECT: Public Hearing - QuikTrip - Conditional Use Permit - Application PL-20-0073

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Director, (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

STRATEGIC OUTCOME AREA: Creative and Sustainable Community Development.

STRATEGY: Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will hold a public hearing and consider a request by Tim Reardon, MCR Companies, on behalf of property owner FER Properties, for approval of a Conditional Use Permit (CUP) to allow for a gas station with a convenience store. The subject property includes approximately 5.73 net acres of land located at the southwest corner of McDowell Road and 107th Avenue. There is a concurrent request to rezone the property from Agricultural (AG) to Freeway Commercial (C-3). City Council approval of a CUP is required for a gas station with a convenience store in the C-3 district. The CUP approval is contingent on Council approval of the rezoning request. The Council will take appropriate action.

BACKGROUND:

The 5.73 net acre, irregularly shaped subject property (Exhibits A and B) is located at the southwest corner of McDowell Road and 107th Avenue. The site is also bordered by the I-10 Freeway to the south.

The property was annexed into the City's corporate limits on June 17, 2003 and zoned Agricultural (AG) upon annexation.

The property is designated by the General Plan 2030 Land Use Map as Freeway Commercial, which is a land use designation to accommodate the more intense uses of the I-10 Freeway, Loop 101, SR 30, and other future parkway corridors. Freeway commercial development patterns will provide concentrated retail, hospitality, and related activity along these corridors. This category allows for a broad range of non-residential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area. It offers amenities such as attractive streetscapes, pedestrian activity connections, and efficient circulation.

The site is currently being farmed and there is an SRP irrigation canal along both McDowell Road and 107th Avenue.

The City has started widening improvements to the intersection of 107th Avenue and McDowell Road. Improvements include relocating SRP irrigation pipes, SRP electrical, traffic signals, paving, medians,

landscaping, street lighting, curb and sidewalk. The CIP project will provide additional lanes on McDowell Road east and west of 107th Avenue, an additional lane northbound and southbound between McDowell Road and the I-10 Freeway on 107th Avenue, bike lanes, dual left-turn lanes, and northbound/eastbound right turn lane at the intersection. Work is expected to be completed by the end of October 2022.

The existing uses and zoning of surrounding properties include:

NORTH OF MCDOWELL ROAD: Medical office complex and Walgreens, a pharmacy and convenience store zoned Garden Lakes PAD.

EAST OF 107TH AVENUE: Vacant land zoned Park 10 PAD.

SOUTH: Walled in SRP substation on the hard corner that includes a wireless communication facility. South of the I-10 Freeway is vacant land zoned Avondale Gateway PAD that is currently being farmed.

WEST: Multi-story medical office building zoned AKOS PAD.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for a gas station with a convenience store use (Exhibit D). As previously mentioned, a gas station with or without a convenience store is a conditionally permitted use within the C-3 zoning district requiring CUP approval by City Council.

The applicant is proposing development of a QuikTrip gas station and convenience store on the immediate corner. The convenience store building is planned to be approximately 4,993 square feet in size with a fuel canopy for eight (8) fuel pumps.

Parking is proposed on three (3) sides of the building with three (3) customer entrances. Fuel deliveries will occur on the east side of the fuel canopies, away from customer areas. Vendor delivery will occur on the rear (west) side of the building.

In terms of access, the developer will construct a driveway on McDowell Road that allows for right-in/right-out only movements. Traffic will not be able to exit westbound on McDowell Road. On 107th Avenue, the developer will construct a driveway that provides for three-fourths ($\frac{3}{4}$) access allowing left-in, right-in, and right-out vehicular movements.

The preliminary contemporary architectural design of the building meets the City's Commercial and Industrial Design Guidelines. The fuel canopy is designed with architectural enhancements, including offsets and a cornice (Exhibit G) and will utilize materials found on the main building.

A seating area with benches and landscaping is proposed on the corner of McDowell Road and 107th Avenue.

PUBLIC PARTICIPATION:

A Neighborhood Meeting was held on October 5, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting were completed at least fifteen (15) days prior to the meeting in accordance with notice requirements. In addition to City Staff and the applicant's team, one (1) Councilmember attended the virtual meeting (Exhibit H). Discussion was primarily related to access to the site, color scheme of QuikTrip, and number of gas pumps.

Four (4) comments pertaining to the proposal were posted on the City's aVOICE/Polco digital forum stating support as long as site is maintained in a clean manner, support for a QuikTrip business, no support for another QuikTrip, and a concern for increased traffic. No additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings were completed in accordance with notice requirements.

PLANNING COMMISSION ACTION:

Planning Commission conducted a public hearing on the request on January 19, 2022 and voted 7-0 to recommend approval of the Conditional Use Permit, subject to three (3) Staff-recommended conditions.

ANALYSIS:

In order to grant a Conditional Use Permit, five (5) findings must be met as outlined in Zoning Ordinance Section 108.B. The burden of proof is on the applicant. Each finding is presented below along with Staff's analysis.

1. That the proposed use (a) is consistent with the land use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.

A gas station and convenience store are uses that align with the Freeway Commercial General Plan land use designation. The type of uses allowed in this category include a broad range of non-residential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area.

The proposed development furthers several goals in the General Plan for the area including:

- Ensure adequate transition and/or buffers are provided when adjacent land uses vary in character or intensity.
- Supporting new development that accommodates business attraction opportunities.
- Encourage development that will increase sales tax revenue.

Lastly, the development will be consistent with the character of the area in terms of architecture and use.

2. That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.

A gas station with a convenience store is a compatible use for the adjacent medical office building and nearby retail and medical office uses. It is also an appropriate use for the corner of two (2) major arterial roads. The nearest residential area to this project, the Garden Lakes neighborhood to the north, across McDowell Road, will not be negatively impacted by this development. The proposed use will provide goods and service services for motorists in the McDowell Road corridor and the nearby I-10 Freeway.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.

Staff has reviewed a preliminary site plan (Exhibit E) and preliminary landscape plan (Exhibit F). The proposed development meets the development standards for setbacks, parking, and landscaping, etc. as required by the Zoning Ordinance. All circulation internal to the site meets City requirements. Adequate width is provided to allow City fire trucks to enter and exit the site, if necessary.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

Public access to the facility will be from both McDowell Road and 107th Avenue. As previously mentioned, the new driveway on McDowell Road will allow for right-in/right-out only movements. Traffic will not be able to exit westbound on McDowell Road. On 107th Avenue, the new driveway will provide for three-fourths ($\frac{3}{4}$) access for left-in, right-in, and right-out movements. Both McDowell Road and 107th Avenue have adequate capacity to carry the type and quantity generated by the proposed use.

5. That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.

According to the project narrative, there are no anticipated adverse effects from this QuikTrip development. The development will be required to conform to the narrative and associated documents as listed in the conditions of approval below.

DISCUSSION:

Staff recommends approval of the CUP request for the following reasons:

1. The proposed land use meets the five (5) required findings for a CUP in Section 108 B. of the Zoning Ordinance.
2. Approval of the proposal will result in development compatible with the Freeway Commercial General Plan designation, the proposed C-3 zoning, and existing development in the area.
3. The proposed land use will not be detrimental to persons residing or working in the area, on adjacent properties, or to the public welfare in general.
4. The proposed land use will provide goods and services for current and future residents in Avondale, as well as motorists on the McDowell Road corridor and 1-10 Freeway.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

The City Council will conduct a public hearing and recommend **APPROVAL** of Application PL-20-0073, a request for approval of a Conditional Use Permit to allow for a gas station with a convenience store, subject to the following three (3) conditions of approval:

1. The use and development of the site with a gas station and convenience store shall conform to the Conditional Use Permit Project Narrative, Conceptual Site Plan, Preliminary Landscape Plan, electronically date stamped October 18, 2021.
2. Any uses shown on the Conceptual Site Plan will be reviewed and approved with submittal of a Site Plan and Design Review application.
3. In accordance with Section 108.D of the Zoning Ordinance, the Conditional Use Permit shall expire within two (2) years from the date of approval if the use has not commenced.

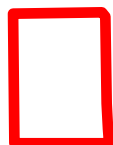
PROPOSED MOTION:

I move that City Council **APPROVE** Application PL-20-0073, a request for approval of a Conditional Use Permit to allow for operation of a gas station with a convenience store, subject to three (3) conditions listed in the staff report.

Contact person for document distribution: Michelle Simerdla



Aerial Photograph

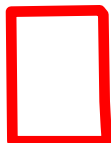


Subject Property



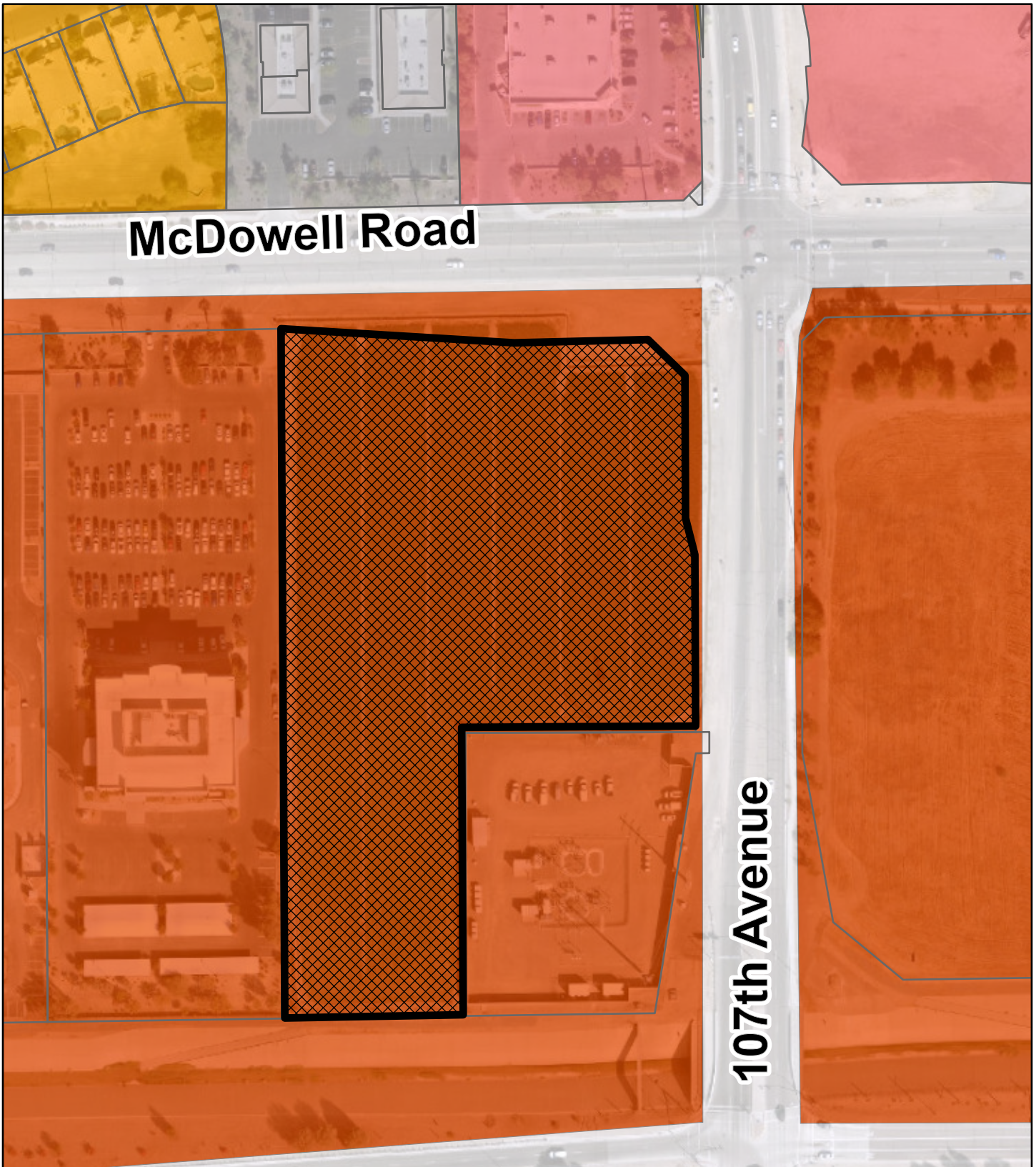


Zoning Vicinity



Subject Property

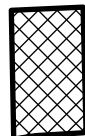




General Plan Land Use



- Office/Professional
- Freeway Commercial
- Medium Density Residential
- Local Commercial



Subject Property





Conditional Use Permit Narrative

QuikTrip #1426
SWC of McDowell Road & 107th Avenue
Avondale, Arizona

1. Description

QuikTrip Corporation (“QT”) is developing approximately 1.99 net acres (2.56 gross acres) of real property located at the southwest corner of McDowell Road and 107th Avenue in Avondale, Arizona (“Site”). QT requests a Conditional Use Permit (“CUP”) to allow the development of a new QT Convenience Store and Gas Station (“QT Store”) on this vacant, underutilized Site. QT’s new Gen 3S concept Store will serve a variety of freshly made foods and drinks from a “full service counter” such as pizzas, flatbread sandwiches, soft pretzels, and tacos. Specialty coffee drinks, espressos, shakes, smoothies, and ice cream cones will be offered as well.

QT has two existing developments within the City of Avondale and looks forward to expanding its business within the City and continuing to increase its presence as a business member in the community.

2. Conformance with the General Plan

The proposed QT Store and this CUP request are supported by the General Plan. The Site is designated Freeway Commercial on the General Plan’s Land Use Plan. The Freeway Commercial designation indicates areas that accommodate more intense uses of I-10 Freeway, Loop 101, SR 30 and other future parkway corridors, and provides concentrated retail, hospitality, and related activities and allows a broad range of non-residential uses. The Freeway Commercial designation is one of the most intense designations within the General Plan map and is suitable for the proposed QT Store development. Further, below is a summary of QT’s conformance to the City’s General Plan Land Use Goals and Policies:

General Plan

Land Use Goal 3 Policy D: *“Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.”*

The Site and surrounding area are vacant land. The Site is bounded on the south by vacant land and an existing APS substation. Arterial streets (McDowell Road and 107th Ave) border the Site on the north and east, respectively. The Site is bordered on the west by vacant land and an existing office building. Appropriate buffers and transitions to/from the Site are being provided through the companion rezoning case being processed concurrently with this CUP request.

Economic Vitality Goal 3 Policy D: *“Support new development that accommodates business attraction opportunities.”*

The proposed QT Store will be QT’s third store in Avondale. The new QT Store represents a significant \$8MM+ investment and QT is excited about supporting the City’s goal of Economic Vitality.

Cost of Development Goal 1 Policy E: *“Encourage development that will increase the City’s sales tax revenues.”*

This QT Store (and other existing QT Stores within the City) significantly increases the City’s sales tax revenue. QT’s Store will likely be welcomed and well used by area residents, employees in the area, and other visitors to Avondale and the surrounding area.

3. Compliance with Site’s Zoning

This CUP request is related to a companion rezoning case on the Site and the surrounding properties. The rezoning request allows C-3 uses on the Site. Gas Stations are a permitted use with a CUP within the C-3 Zoning District. Further, the City’s C-3 Zoning District “is designed to promote freeway-oriented services and products within a community-wide to regional trade area.” This CUP request (and pending rezoning request) will permit the QT Store to be developed on the Site in compliance with the intent and purpose of the C-3 Zoning District.

4. QT’s Compatibility with Surrounding Area

The Site and surrounding area are vacant land. The Site is bounded on the south by vacant land and an existing APS substation. Arterial streets (McDowell Road and 107th Ave) border the Site on the north and east, respectively. The Site is bordered on the west by vacant land and an existing office building.

5. Site Design

The proposed QT development will include the construction of a new 5,000 +/- square building with 8 fuel stations covered by a canopy appropriately located on the east portion of the Site along 107th Avenue. A Preliminary Site Plan is enclosed with the CUP submittal materials.

Access to/from the Site will occur at two separate locations. There is one right-in, right-out point of ingress/egress to and from McDowell Road (shared with adjacent property to the west) and one right-in, right-out, left-in point of ingress/egress along 107th Ave (through the proposed Big O Tire property south of the Site). Both access points utilize shared driveways with cross access agreements in place with adjacent landowners.

The front of the building will face 107th Avenue, providing store front architecture and appealing building design that is viewable from the well-traveled adjacent arterial street. QT’s building architecture is high quality and top-of-the-class compared to other gas station and c-store businesses around the Valley.

The customer parking experience is very important to QT. The QT Store provides three “front doors,” providing up-front parking for all customers. There are two “front doors” provided along the east side, and one “front door” at the north side of the building. Parking is provided along three sides (south, east and north) of the building to allow easy access for customers. Fuel deliveries will occur on the east side of the fuel station canopy, away from customer areas. The Vendor delivery area is located at the rear of the building (west). Locating the Vendor delivery area at the west side of the building places the delivery trucks away from the flow of customers. Further, screen walls have been placed along the north and east sides of the Site along parking areas.

The Site has been designed with durable materials. Concrete will be used on all paved surfaces of the Site. QT prefers concrete to asphalt because it is a much more durable material and more appealing than asphalt. Further, compared to asphalt, concrete creates less of a “heat island effect.” Further, there is decorative concrete at all three point of access to the Site. The Site’s design is a direct result of QT’s commitment to a great customer experience.

6. Building Design

QT’s new Gen 3S Store provides architectural articulation on four sides of the building, adding character to the building and Site. Conceptual Building Elevations and Fuel Station Canopy Elevations are enclosed with the CUP submittal materials. The proposed QT Store and Fuel Station Canopy comply with the City’s Commercial and Industrial Design Manual and incorporate contemporary architecture unique to this Site that is compatible with the proposed surrounding uses and the City’s McDowell Road Health Tech Corridor. The building includes a variety of colors to create diversity and appeal. A variety of material types are used to provide visual and textural contrast, including tile and metal panels to create a contemporary feel. The windows are shaded with flat metal awnings to reduce heat gain and increase energy efficiency. The fuel station canopy is designed to match the architecture of the QT Store. The solid face of the canopy fascia will be broken up by four offsets, with increased height in the center, and topped with a cornice, providing horizontal articulation and enhanced architectural styling.

7. Landscape Theme and Pedestrian Amenities

The landscape theme incorporates various types of desert themed trees, shrubs and groundcovers. A Preliminary Landscape Plan is enclosed with the CUP submittal materials. The trees include Date Palms, Mesquites, and Live Oaks. The bushes and ground cover include a variety of desert succulents and other low water usage plants.

Further, QT will provide an enhanced corner feature at the northeast corner of the Site to provide pedestrian relief, a pleasant seating area, and to be a “welcoming” feature at this gateway location. See Preliminary Landscape Plan.

8. Signage

One freestanding monument sign will be located along McDowell Road and one freestanding monument sign will be located along 107th Avenue. The freestanding monument sign

locations are shown on the Preliminary Site Plan. Further, there is a “QuikTrip” sign located on the east side of the building, along with two “QT” button signs, a “QT” sign on the north end of the building (that is technically located within the interior of the building), and three QT button signs are located on the Fuel Station Canopy. See Building and Fuel Station Canopy Elevations. A Comprehensive Sign Plan will be submitted to City Staff in the future.

9. Hours of Operation

The QT Store will operate 24 hours per day, Sunday through Saturday.

10. Meets and Exceeds Objective Criteria for Use Permit Approvals

The QT development meets and exceeds the required findings for a Conditional Use Permit under the City’s Zoning Ordinance. When these objective criteria are met by a proposed development, it is appropriate for City Staff to recommend approval of a CUP and it is appropriate for the Planning & Zoning Commission to recommend approval and City Council to approve the CUP. QT meets the criteria and requests approval of its CUP.

1. *That the proposed use (a) is consistent with the land-use designation set forth in the general plan, (b) will further the City’s general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.*

The QT development is consistent with the Freeway Commercial land-use designation, which specifically describes a broad range of non-residential uses and is one of the most commercial intense designations on the Land Use Map. Further, as described above, the QT development on this vacant, underutilized Site is consistent with the goals and policies of the General Plan and general guidelines and objectives for the development of the area. Further, the development will be consistent with the character of the area at the corner of arterial intersection with other commercial and office uses within the vicinity. There are no existing approvals or entitlements for other gas station uses at this intersection of McDowell Road and 107th Avenue.

2. *That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.*

The QT development is compatible with other commercial and office uses requested within the companion rezoning case adjacent to the Site and the Site abuts two arterial roadways. The QT development will not be detrimental to persons residing in the area, with the nearest residential homes located a significant distance to the north of the Site across McDowell Road. Further, the proposed QT development will provide goods and services that are necessary for persons residing and working in the area.

3. *That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but*

not limited to, setbacks, parking, screening, and landscaping.

The vacant, underutilized Site is more than adequate in size and shape to accommodate the proposed use, as is demonstrated on the Conceptual Site Plan. There is safe on-site circulation demonstrated on the Conceptual Site Plan and the plan meets and exceeds all required development standards under the Site's proposed C-3 Zoning District.

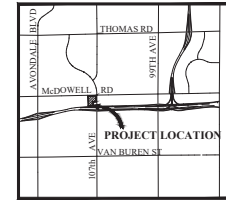
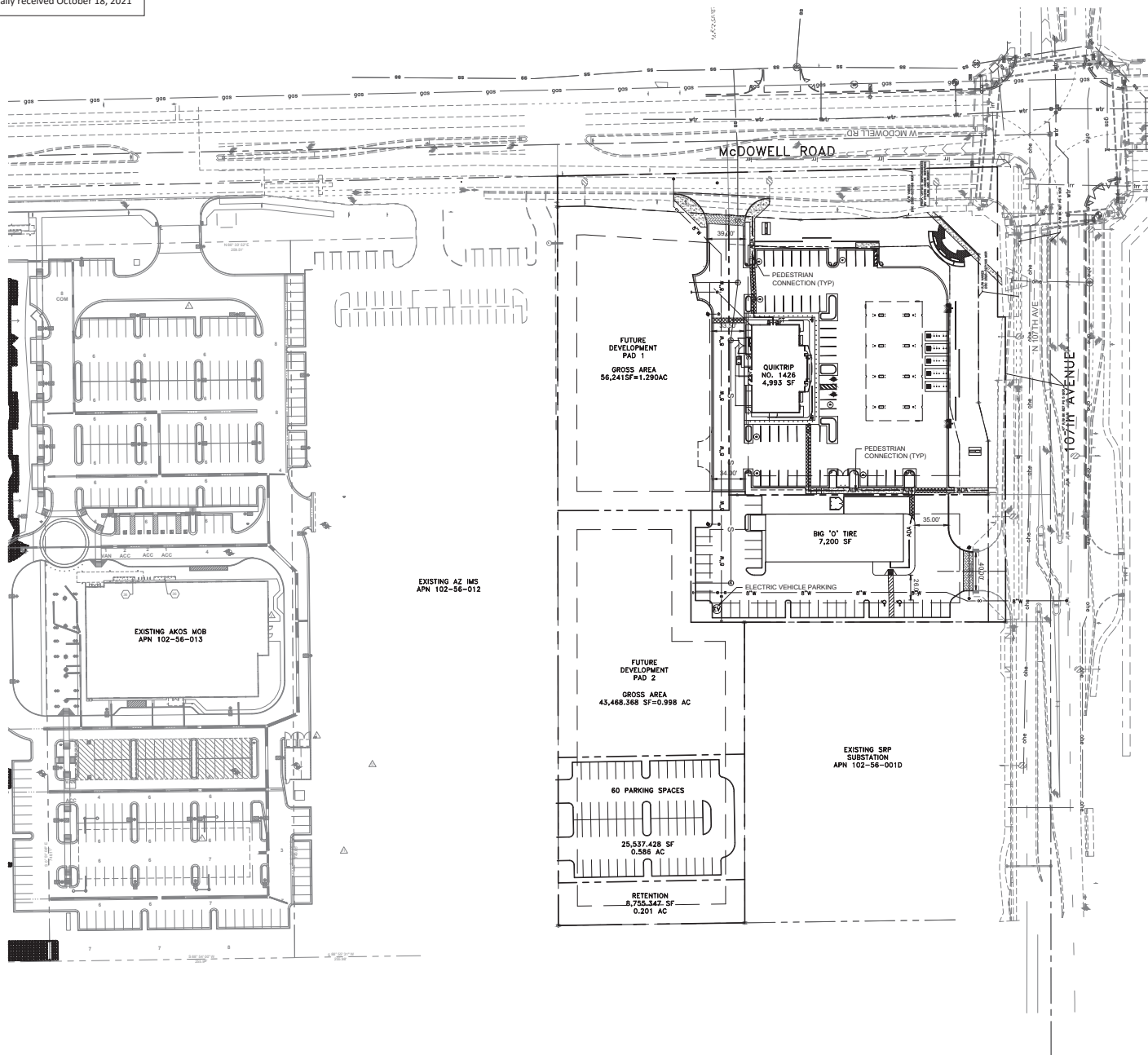
4. *That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.*

QT customers will have safe and convenient access to enter and exit the Site to/from McDowell Road and 107th Avenue. The access on McDowell road will be shared with the property to the west, and will be right-in, right-out only. A median in McDowell is planned to be added through a City Public Improvement Project. The access on 107th Avenue will be shared with the property to the south, and will be right-in, right-out, left-in access only. A median and a northbound left turn lane are planned to be constructed in 107th with Avondale's Public Improvement Project. A Traffic Impact Analysis has been submitted with this application.

5. *That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.*

There are no adverse effects by this QT development. We will work with City Staff to ensure any adequate conditions are incorporated into the approval of this CUP.

We request approval of this CUP. Thank you.



VICINITY MAP
N.T.S.

PROJECT DATA

APN: 102-56-001J

CURRENT ZONING: AG
PROPOSED ZONING: C3

PROJECT TYPE:
PAD 1: QUIKTRIP
PAD 2: BIG 'O' TIRES

LOT SIZE:
284,165 SF = 6.52 AC (GROSS)
253,644 SF = 5.82 AC (NET)

BUILDING SETBACK = 20'
LANDSCAPE SETBACK = 30'

PARKING SPACE DIMENSIONS:
9.5' x 20' TYPICAL
9.5' x 18' WHERE 2' OVERHANG OCCURS

PARKING DATA		
	QUIKTRIP	BIG 'O' TIRES
BUILDING AREA	4,993 SF	7,200 SF
LAND USE	GAS STATION	AUTO SERVICE
PARKING RATIO REQUIRED	1 SPC PER 300 SF	1 SPC PER 400 SF
PARKING SPACES REQ'D	17	18
PARKING SPACES PROV.	50	38
ADA PARKING SPACES PROV.	2	2

NOTES

1. ROADWAY IMPROVEMENTS AND PROPOSED RIGHT-OF-WAY LINES ARE TAKEN FROM FUTURE IMPROVEMENT PLANS OF McDOWELL ROAD AND 107TH AVENUE.
2. ALL PARKING SPACES CURRENTLY SHOWN ARE FULL-WIDTH SPACES. PER CODE, SOME SPACES MAY BE REVISED TO COMPACT SPACES DURING DESIGN.
3. ADDITIONAL PARKING SHOWN ON SOUTH SIDE OF PARCEL WILL BE PROVIDED PENDING AGREEMENT WITH IMS.



**CIVIL DESIGN
SOLUTIONS, LLC**
15925 W. Glenrosa Avenue
Goodyear, Arizona 85395
480.205.8434

[illegible]

SITE PLAN
107th AVE & McDOWELL RD
APN 102-56-001J

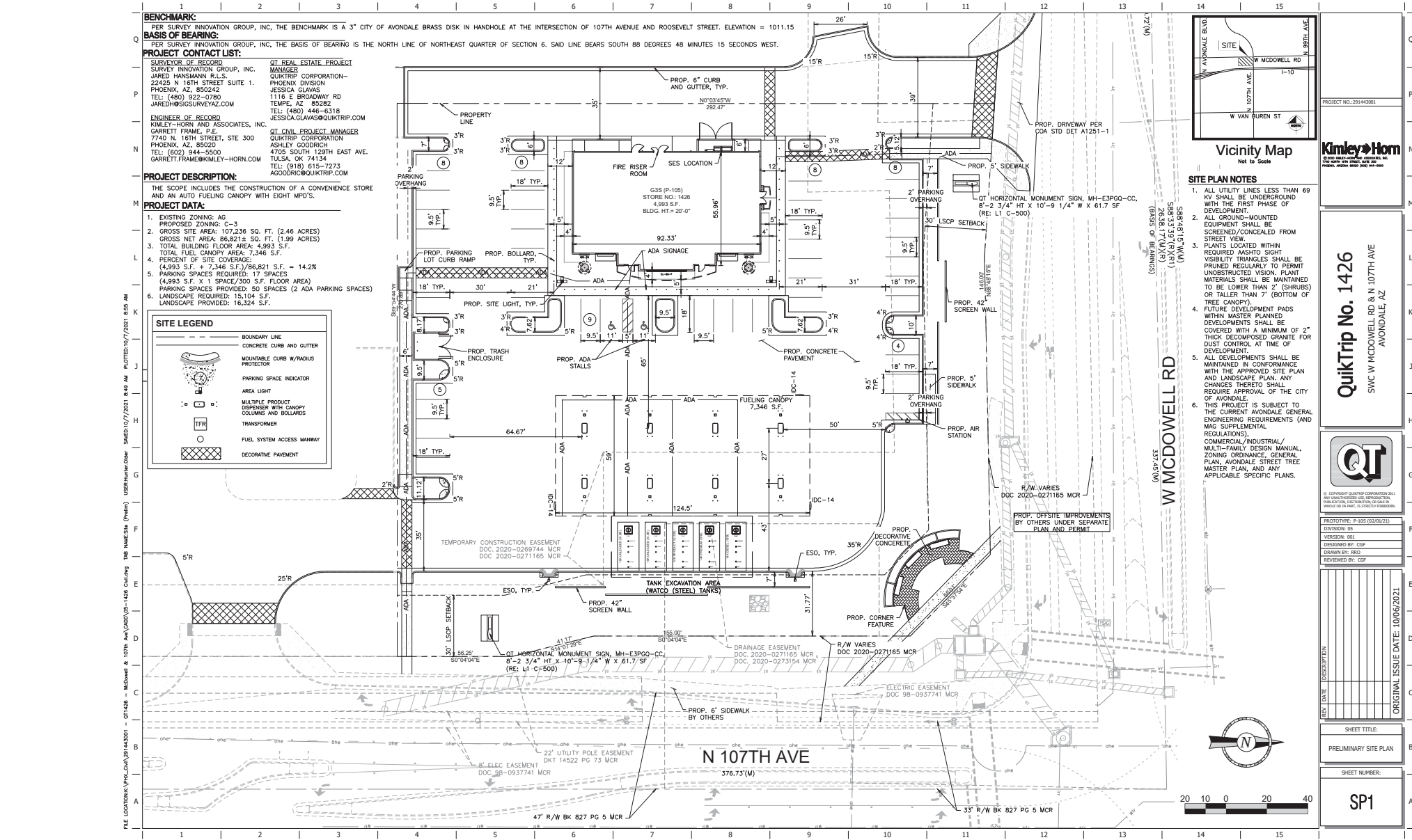
MCR COMPANIES

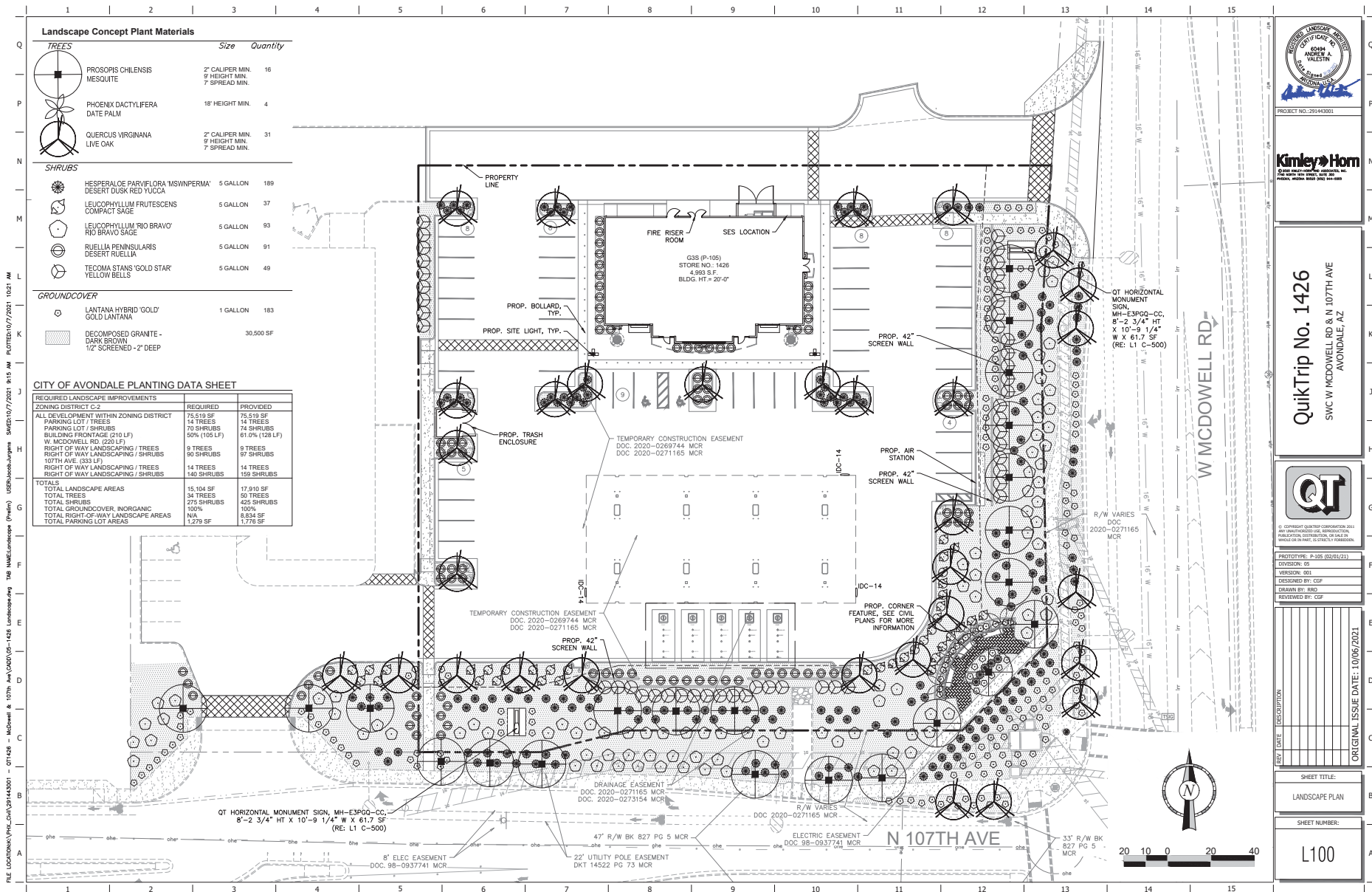
PRELIMINARY
NOT FOR
CONSTRUCTION

DESIGN/DRAWN/CHECK:
BTB / BTB / WEG

DATE: 10/2021
PROJ. NO. P1139-20

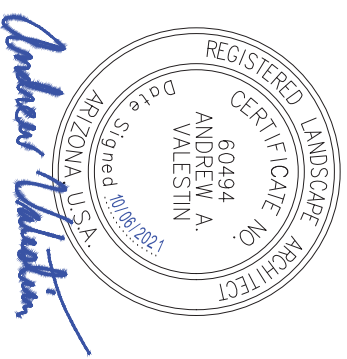
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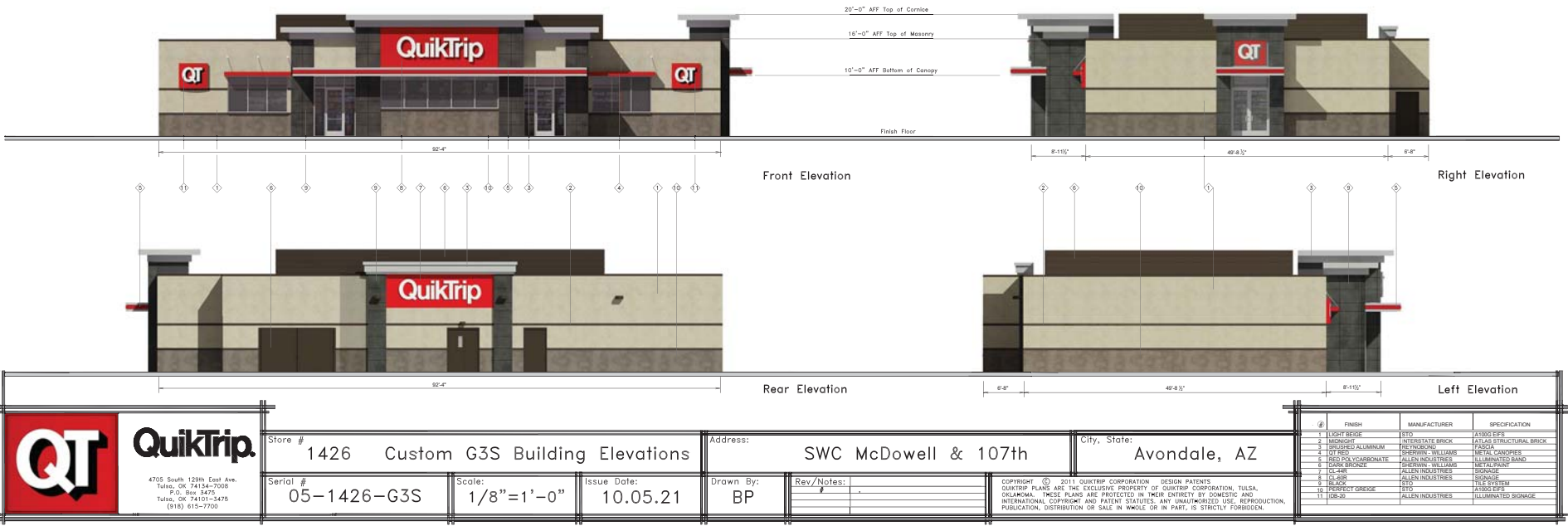


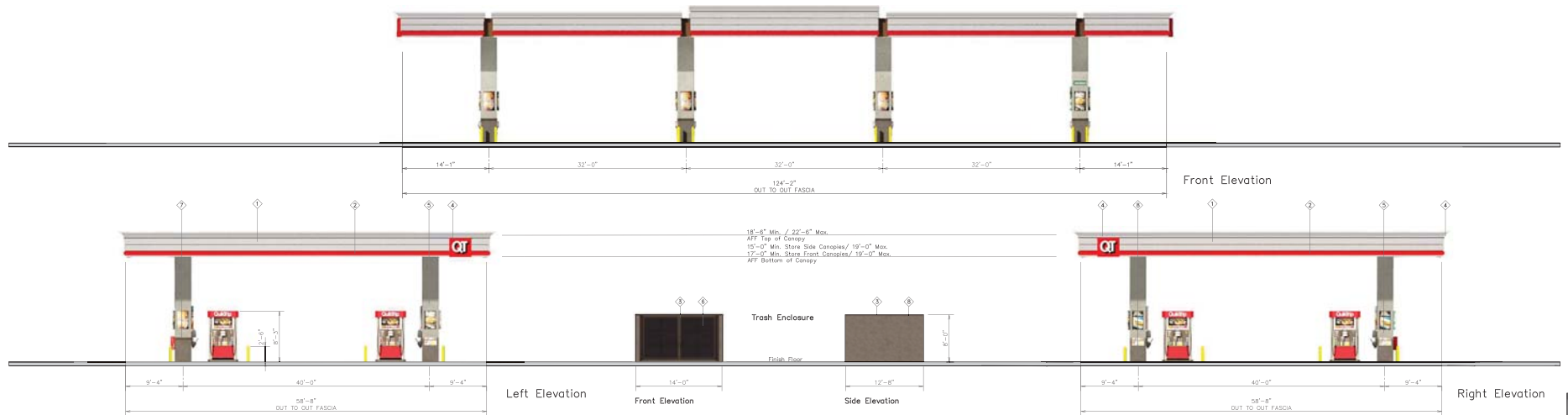


CITY OF AVONDALE PLANTING DATA SHEET

REQUIRED LANDSCAPE IMPROVEMENTS	REQUIRED	PROVIDED
ZONING DISTRICT C-2		
ALL DEVELOPMENT WITHIN ZONING DISTRICT		
PARKING LOT / TREES	75,519 SF	75,519 SF
PARKING LOT / SHRUBS	14 TREES	14 TREES
BUILDING FRONTAGE (210 LF)	70 SHRUBS	74 SHRUBS
W. MCDOWELL RD. (220 LF)	50% (105 LF)	61.0% (128 LF)
RIGHT OF WAY LANDSCAPING / TREES	9 TREES	9 TREES
RIGHT OF WAY LANDSCAPING / SHRUBS	90 SHRUBS	97 SHRUBS
107TH AVE. (333 LF)		
RIGHT OF WAY LANDSCAPING / TREES	14 TREES	14 TREES
RIGHT OF WAY LANDSCAPING / SHRUBS	140 SHRUBS	159 SHRUBS
TOTALS		
TOTAL LANDSCAPE AREAS	15,104 SF	17,910 SF
TOTAL TREES	34 TREES	50 TREES
TOTAL SHRUBS	275 SHRUBS	425 SHRUBS
TOTAL GROUNDCOVER, INORGANIC	100%	100%
TOTAL RIGHT-OF-WAY LANDSCAPE AREAS	N/A	8,834 SF
TOTAL PARKING LOT AREAS	1,279 SF	1,776 SF







28'-8" OUT TO OUT FASCIA		Left Elevation		Front Elevation		Side Elevation		28'-8" OUT TO OUT FASCIA		Right Elevation																																																																																																																																																																																																																																																																																																																																																																																																																					
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4705 South 129th East Ave. Tulsa, OK 74134-7008 P.O. Box 3475 Tulsa, OK 74101-3475 (918) 615-7700		Serial # 05-1426-GD08	Scale: 1/8"=1'-0"	Issue Date: 10.05.21	Drawn By: BP	Rev/Notes:	COPYRIGHT © 2011 QUIKTRIP CORPORATION DESIGN PATENTS QUIKTRIP PLANS ARE THE EXCLUSIVE PROPERTY OF QUIKTRIP CORPORATION, TULSA, OKLAHOMA. THESE PLANS ARE PROTECTED BY DOMESTIC AND INTERNATIONAL COPYRIGHT AND PATENT STATUTES. ANY UNAUTHORIZED USE, REPRODUCTION, PUBLICATION, DISTRIBUTION OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.																																																																																																																																																																																																																																																																																																																																																																																																																								

QuikTrip Neighborhood Meeting
10/5/21- 6 PM

Attendees:

Patricia Dennis
Charles Montoya
Jessica Glavas
Robert McGeorge
Brian Greathouse
Ricki Horowitz
Eric Fitzer
Ann Dolmage
Jodie Novak

Charles Montoya asked about the cross-hatch area across the AIMS site. Said access from QuikTrip across this site is not recommended; we want to keep traffic on McDowell going east, not west. Access point on 107th Avenue should line up with Park 10 and should be right-in, right-out, and left-in. Applicant is aware of these restrictions.

The site plan has been updated to include just one entry on McDowell.

The length of the left-turn lane was discussed.

Brian Greathouse: Brown/tan is not a typical color scheme for QT but was chosen for this project for visual quality

Pat Dennis asked how many gas pumps would be provided (8 pumps)

Charles reiterated the concern about westbound traffic on McDowell. Said that charter schools in the area have affected traffic and presented safety concerns.

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2013-0222 - M&P Transport Company – Rezone – Application PL-21-0131

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategy: Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will hold a public hearing and consider a request to adopt Ordinance 2013-0222, approving a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of the property Galaxy II Land LLC, to Rezone approximately 27.6 acres generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1). The proposed M&P Transport Company project will allow for pneumatic trailers that are dispatched to deliver construction materials such as cement, fly ash, and lime. A Conditional Use Permit in conjunction with this request for the operation of a truck and trailer fueling, dispatch and weighing station as part of its overall business operations on the 27.6-acre subject property is being processed under a separate application. The Council will take appropriate action.

BACKGROUND:

This proposed Rezoning request is for the approximately 27.6 acres generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road. The property address is 3605 S. Litchfield Road and is identified by the Maricopa County Assessor Office as parcel numbers 500-59-011C, -018A, -018B, -017, and -009D.

The subject property is currently zoned Agriculture (AG) and Manufactured Home Park (MH), the request is to rezone the property to General Industrial (A-1). There is a concurrent application (PL-21-0132) for a Conditional Use Permit (CUP) to allow for “truck and trailer fueling, dispatch and weighing stations”. Under the Avondale Zoning Ordinance, some uses are not permitted by right in zoning districts but may be acceptable as conditional uses. A site-specific review is required of these conditional uses to determine if the location, design, scale and operation of the use is appropriate at a given location. Under the A-1 zoning, “truck and trailer fueling, dispatch and weighing stations” are only allowed with a Conditional Use Permit.

The General Plan Land Use Designation of the subject property is Industrial and Open Space/Aggregate Site (the open space portion of the property is located within the Flood Plain and is undevelopable).

The applicant’s operation uses pneumatic trailers that are dispatched to deliver construction materials such as

cement, fly ash, and lime to its customers across Arizona and surrounding sites. The property will be developed by M&P Transport Company ("M&P"). M&P currently operates in Phoenix, Arizona on leased property. M&P desires to find a larger property that it can own and that can accommodate its growing operations. M&P currently has approximately 150 employees that it would be bringing to the property to conduct its operations.

The existing uses and zoning of surrounding properties include:

NORTH: Zoned General Industrial (A-1); General Plan Designation Industrial

EAST: Zoned General Industrial (A-1); General Plan Designation Open Space/Aggregate Site

SOUTH: Zoned Agriculture (AG); General Plan Designation Industrial and Open Space/Aggregate Site

WEST: City of Goodyear Industrial

SUMMARY OF REQUEST:

The applicant is requesting approval of a Rezoning of the site from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1) and there is a concurrent application (PL-21-0132) for a Conditional Use Permit to allow for a portion of the project to have a "truck and trailer fueling, dispatch and weighing stations" use.

PUBLIC PARTICIPATION:

A Neighborhood Meeting was held on December 30, 2021. The meeting was held virtually via Zoom. All notices of the meeting were completed in at least fifteen days prior to the meeting as required and met notification requirements.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on the request on January 19, 2022 and voted 6-0 to recommend approval of the proposed M&P Transport Company Rezoning subject to seven (7) staff-recommended conditions.

ANALYSIS:

Conformance with the General Plan

The General Plan designation for the property is Industrial. As such, the rezoning from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1) is in conformance with the General Plan.

Permitted Uses

The use proposed for the site is consistent with the General Industrial (A-1) designation subject to a Conditional Use Permit. As such, if the rezoning is approved and the Conditional Use Permit is approved, the proposed use to allow for pneumatic trailers that are dispatched to deliver construction materials such as cement, fly ash, and lime would be in conformance with the uses allowed in the General Industrial (A-1) zoning district, subject to the approval of application PL-21-0132 the M&P Transport Company Conditional Use Permit application.

Development Standards

The front, side, and rear yard minimum setbacks are consistent with the General Industrial (A-1) zoning district.

Parking

The parking proposed meets the Avondale Zoning Ordinance requirements.

Landscaping

Landscaping on the site will adhere to the Zoning Ordinance's landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, plant quantities, are provided throughout the site.

Streets, utilities and Other Infrastructure

The development will have three (3) access points off of Litchfield Road. The two (2) northern driveways will be used primarily by the transport trucks that come and go to the property. The southern driveway will be used

to access the gated employee parking area. The trips to and from the property will consist of the on-site employees and the transport trucks that are currently part of the operations.

DISCUSSION:

1. The proposed rezone from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1) is in conformance with the General Plan.
2. The proposed rezone is in conformance with the Commercial and Industrial Design Manual.
3. The proposed rezone will result in compatible land use relationships.
4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
5. The proposed land use will provide employment opportunities to residents.
6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts at this time.

RECOMMENDATION:

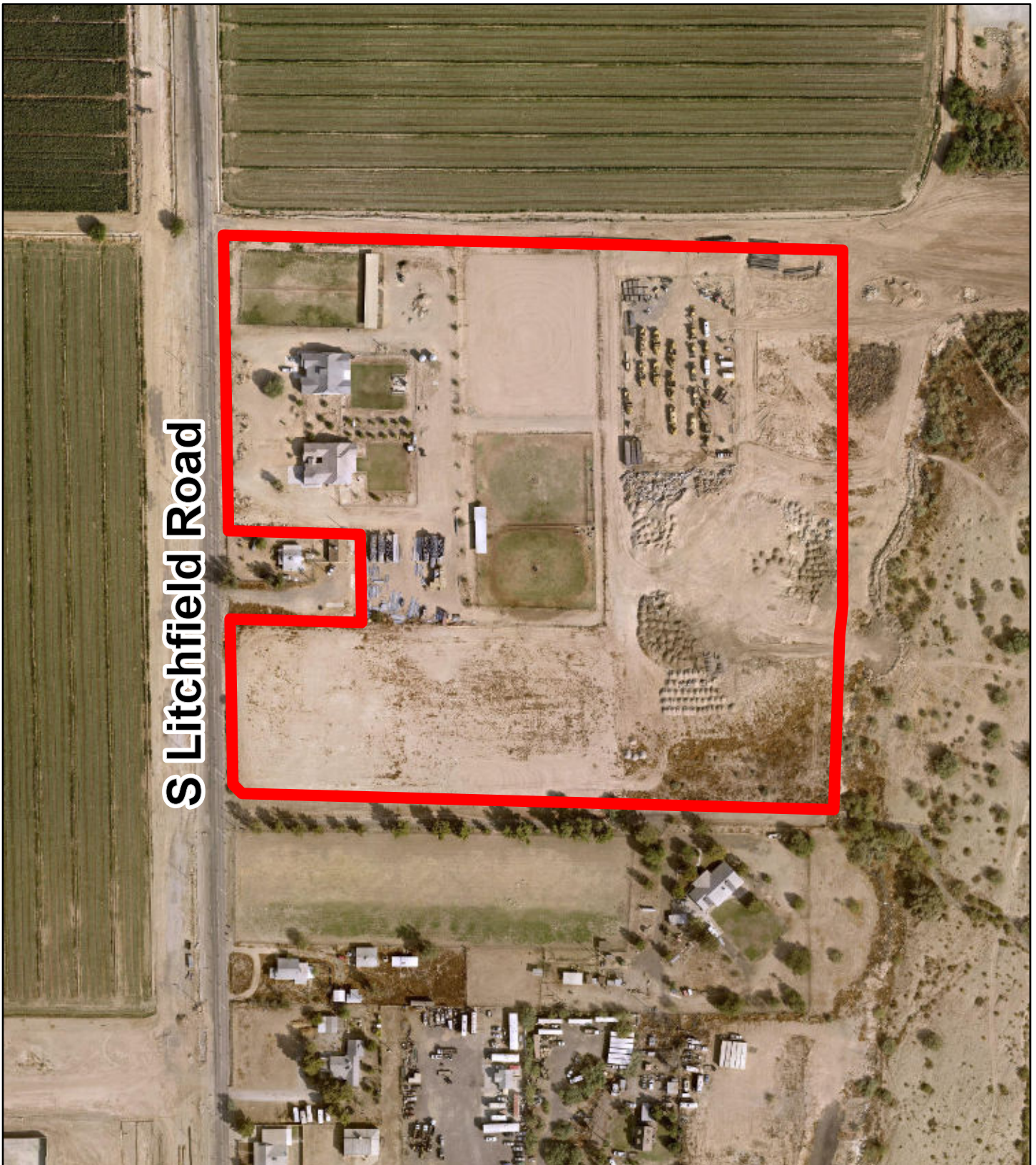
City Council will conduct a public hearing and **ADOPT** an Ordinance, approving Application PL-21-0131, a request to Rezone approximately 27.6 acres generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1), subject to the following seven (7) conditions of approval:

CONDITIONS OF APPROVAL:

1. Demolition of both existing residences on the property must be complete before the City will issue permits for new construction on the site.
2. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
3. All off-site improvements shall be completed in the first phase of development.
4. The proposed improvements within the Flood Control District of Maricopa County (FCDMC) easements must be reviewed, approved, and permitted by FCDMC.
5. Maricopa County Department of Transportation (MCDOT) must review, approve, and permit Litchfield Road proposed right-of-way and improvements.
6. A 50-foot trail easement will be required along Agua Fria River via a Minor Land Division (MLD). The easement must be dedicated to the City of Avondale prior to an issuance of a Certificate of Occupancy/Completion.
7. Dismantling, servicing, repairing, etc. of vehicles and/or equipment can only occur only within completely enclosed buildings.

PROPOSED MOTION:

I move that the City Council **ADOPT** an Ordinance approving application PL-21-0131 M&P Transport Company a request to Rezone approximately 27.6 acres from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1), subject to seven (7) recommended conditions of approval as listed in the staff report.

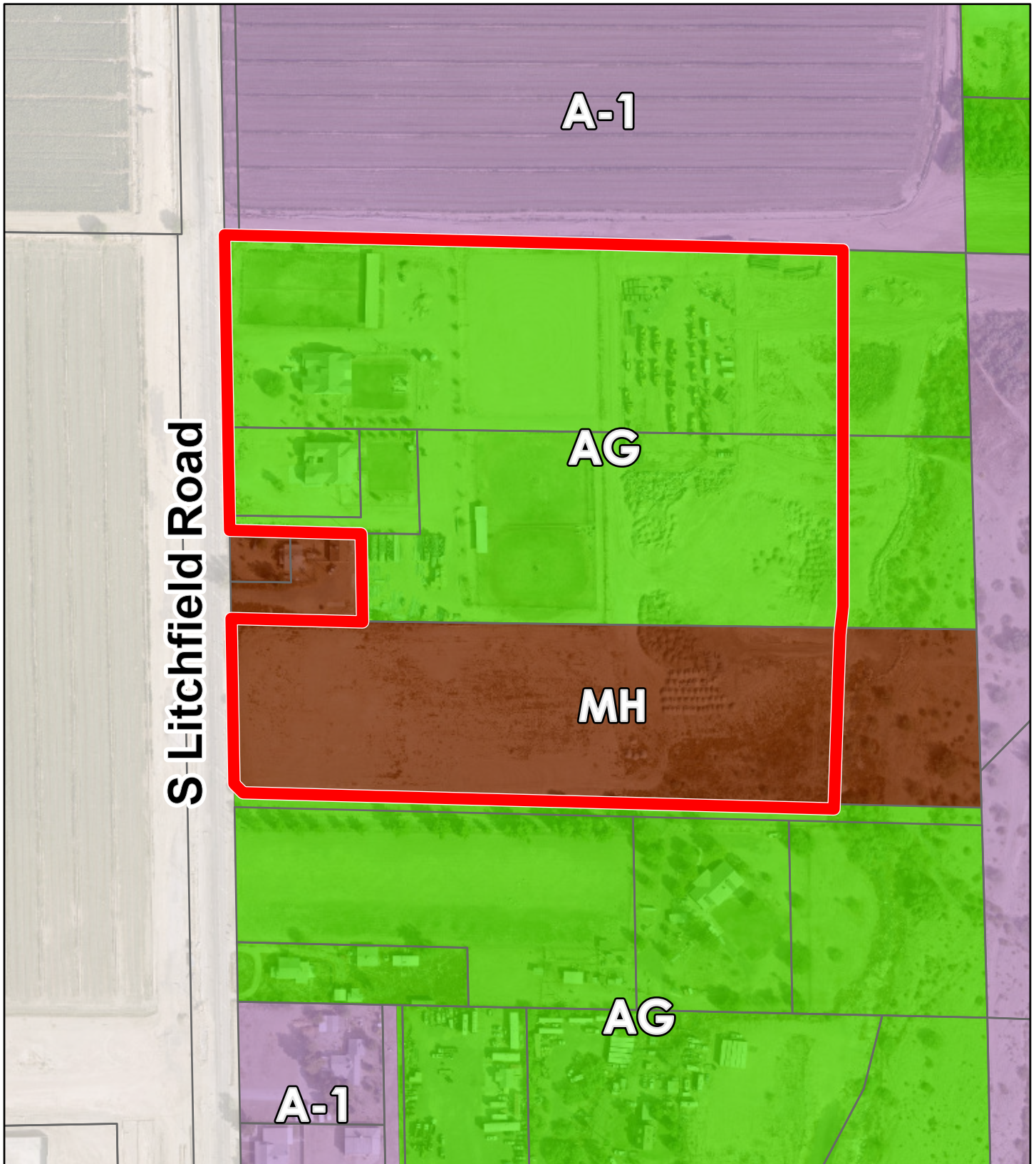


Aerial Photograph



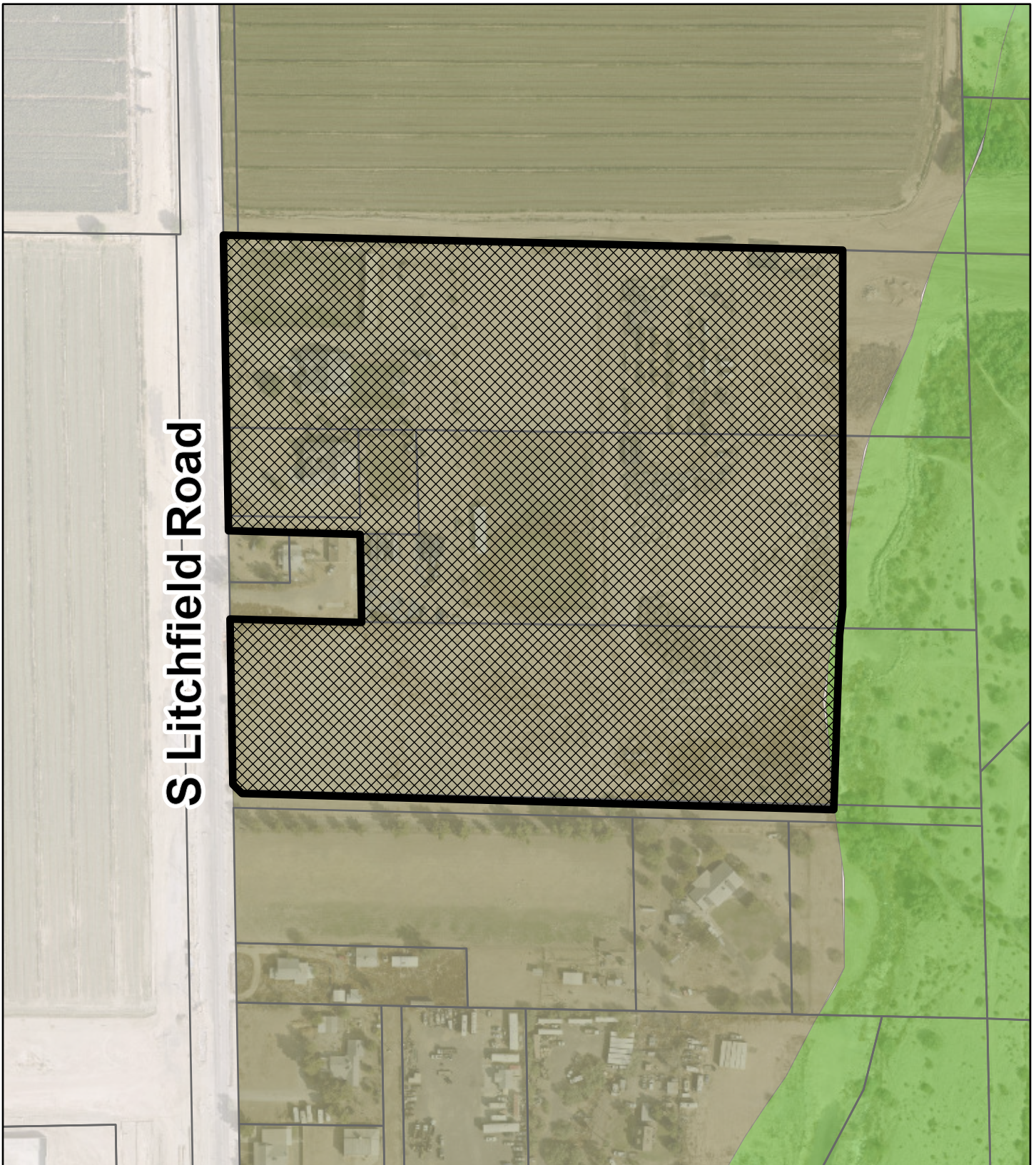
Subject Property





Zoning Vicinity



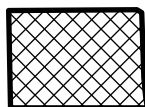


S Litchfield Road

General Plan Land Use



-  Open Space and Parks
-  Industrial



Subject Property





**M&P
TRANSPORT**
Company, Inc.

A-1 Rezoning Application

City of Avondale

Case # PL-21-0131

1st Submittal: April 23, 2021

2nd Submittal: October 15, 2021

3rd Submittal: December 22, 2021

Applicant/Representative:



**TIFFANY
& BOSCO**
P.A.

Shaine Alleman
2525 E. Camelback Road
Phoenix, AZ 85016

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I. PROJECT PROFILE

Project Name	M&P Transport Company
Property Owner	Galaxy II Land, LLC
Assessor Parcel Numbers	500-59-011C, -018A, -018B, -017, and -009D
Project Location	East of S. Litchfield Road and approximately ½ mile south of W. Lower Buckeye Road, Avondale, Arizona
Project Area	27.6 Acres (gross) 26.6 Acres (net)
Current Zoning	Agricultural (AG) & Manufactured Home Park (MH)
General Plan	Industrial & Open Space and Parks
Development Team	<u>Legal Counsel</u> Tiffany & Bosco, P.A. Shaine T. Alleman Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Architecture</u> Adaptive Architects, Inc. Vincent Di Bella, AIA, CSI 1630 S. Stapley Drive, #229 Mesa, Arizona 85204 <u>Engineering</u> EPS Group Daniel "Ox" Auxier 1130 N. Alma School Road, Suite 120 Mesa, Arizona 85201

II. INTRODUCTION

This proposed A-1 Rezoning Application request is to rezone approximately 27.6 Acres (gross) generally located ½ mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road. The property address is 3605 S. Litchfield Road and is identified by the Maricopa County Assessor Office as parcel numbers 500-59-011C, -018A, -018B, -017, and -009D (the "Property").

The Property is currently zoned with a mixture of Agricultural (AG) and Manufactured Home Park (MH) in the City of Avondale (the "City"). It is also identified with a General Plan land use designation of Industrial on the majority of the Property with the rear/eastern portion in the Agua Fria River area being Open Space and Parks in the Avondale General Plan 2030.

The Property will be developed by M&P Transport Company ("M&P"). M & P currently operates its successful operation in Phoenix, Arizona on leased property. M & P desires to find a larger property that it can own and that can accommodate its growing operations. M & P currently has approximately 150 employees that it would be bringing to the Property to conduct its operations. Its operation uses Pneumatic trailers that are dispatched to deliver construction materials such as cement, fly ash, and lime to its valued customers across Arizona and surrounding sites. They have a high safety rate and pride themselves on exceeding their customers' expectations and conducting their operations in a safe, clean, and efficient manner. M&P is excited to collaborate with the City to bring a quality development with enduring value that will support the City for many years.

Since M&P is operating a truck dispatch services as part of its use on the Property, it is required to process a Conditional Use Permit application to allow for this use in the A-1 zoning designation. As such, a concurrent Conditional Use Permit is being filed by separate application in conjunction with this rezoning application.

The approval of this application will change the Property zoning designation from the current AG and MG designations to A-1. This will allow for the development of M&P successful truck transport business and accommodate additional uses allowed within the A-1 zoning designation on the Property. Expansion of other uses will require further approvals from the City during the Site Plan/Design Review process.

The Applicant is aware of the City's strategic goals for this area of the City and its desire to promote uses that will bring development and economic vitality, employment opportunities, and quality architectural character. This development is in a prime location for the existing and the proposed industrial uses.

This proposed request is aimed at allowing the proposed industrial uses outlined in this application and also allow for other potential future uses as allowed in the A-1 zoning

district. This Application will conform to the development standards outlined in the City's Commercial and Industrial Design Manual

M&P intends to pursue immediate development of the Property as soon as possible. The site plan, land use and development standards will create a framework for M&P to develop a successful business that will accent the design and development goals for the surrounding area as stated in the General Plan 2030.

The prime location of the Property provides the opportunity to bring a quality development, increased employment opportunities, and economic benefits to the City of Avondale.

III. PROPERTY DESCRIPTION

Site Description

The Property is approximately 27.6 acres (gross) generally located ½ mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road. The location provides an ideal opportunity for an industrial operation that is surrounded by future similar uses and near the Agua Fria River. The Property is surrounded by mostly large vacant properties, industrial-type businesses, with small agricultural uses supported by a farm house. (*Please see EXHIBIT A – Regional Aerial Context Map*).

As illustrated in *EXHIBIT B – Aerial Context Map*, the Property is comprised of five (5) that have two residential homes on the fronting on S. Litchfield Road on the northern portion of the Property and the rest being vacant. These houses will be removed at the proper time, as required by the City of Avondale.

The Property is currently zoned with a mixture of Agricultural (AG) and Manufactured Home Park (MH) in the City of Avondale. It is also identified with a future land use designation of Industrial on the majority of the Property with the rear/eastern portion in the Agua Fria River area being Open Space and Parks in the Avondale General Plan 2030. (See attached *EXHIBIT C-City of Avondale General Plan Map* and *EXHIBIT D-City of Avondale Zoning Map*).

Relationship to Surrounding Properties

The Property is mostly surrounded by vacant property and agricultural uses with residential homes to the south. The following is the surrounding land use context:

- North:
 - o Jurisdiction - City of Avondale
 - o The property to the north is owned by IP Avondale Propco, LLC and is planned for a future industrial-type uses.
 - o The property is zoned as A-1 (Industrial) and the Avondale General Plan designates this properties as Industrial.
- East:
 - o Jurisdiction – City of Avondale
 - o The property to the east is owned by the City of Avondale and is the Agua Fria wash area.
 - o The property is zoned as A-1 (Industrial).
- South:
 - o Jurisdiction – City of Avondale
 - o The property to the south has agricultural uses, supportive residential, industrial, and some vacant property.

- o These properties are zoned as AG and A-1 with a General Plan land use of Industrial.
- West:
 - o Jurisdiction - City of Goodyear
 - o The property directly to the west is currently owned by SDC PHX I, LLC and is operated with the Stream Data Center.
 - o The properties are zoned in the City of Goodyear as Industrial (I-1).

The nearby MC-85 and Interstate-10 Freeway provides prime regional access to the Property. Adequate water facilities for the industrial development currently exist in the surrounding roadways. Sewer services for the Property will be provided by septic.

Topography

There are no significant topographical or natural features of the property. The Property is undeveloped except for two residential homes built on the northern portion of the Property and fronting S. Litchfield Road. A Preliminary Grading and Drainage Report has been provided with this Application to give further information on the topographical conditions of the Property.

Current Circulation

The only developed street adjacent to the Property is S. Litchfield Road on the western boundary of the Property. This will be the primary road to access the Property. The developer will work with the City to ensure that all required right of way development standards are met.

Since the Property use is generating a low amount of traffic, it is anticipate that no negative effects from proposed industrial uses will occur on S. Litchfield Road.

Summary

Based on the current Property conditions and location, the proposed development is appropriate for the location and character of the general area. The proposed M&P development will provide quality building design, appropriate landscape and buffering, which will enhance the Property and create positive impacts to the surrounding properties.

IV. DEVELOPMENT & USE DESCRIPTION

The proposed rezoning will allow for the development of a long established and successful business on the Property. M&P will have economic value with opportunities for employment and economic vitality that will greatly enhance the City's value to the region.

The existing location of this proposal provides a perfect opportunity for M&P to find a new home for it business and also expand with similar types of industrial users on the Property. The approval of this request will to rezone the Property to General Industrial (A-1) to allow for the operation of M & P's a truck transport operation, its expansion, and other similar uses on the Property.

The following are the current A-1 development standards as outlined in the Avondale Zoning Ordinance, which the M&P Development will be following:

Avondale General Industrial (A-1) Development Standards	
Development Standard	A-1 Standard
Maximum height	45'
Maximum building coverage	-
Minimum setbacks: Front Yard/Street Side (West Property Line/S. Litchfield Rd)	30'
Side Yard (North Property Line)	10'
Rear Yard (West Property Line)	15'
Adjacent to residential Zoning District or use (South Property Line)	75'

All other applicable A-1 zoning standards including walls and fences, screening, lighting, etc. will be adhered to, as required.

M & P currently has approximately 150 employees that it be accommodating on the Property to conduct its operations. Its operation includes Pneumatic trailers that deliver construction materials such as cement, fly ash, and lime to its valued customers across Arizona and surrounding sites. This section will further explain the proposed site plan, landscaping and architectural design of the first phases of the development on the Property.

a. Preliminary Site Plan

A Preliminary Site Plan has been provided with this Application, which exhibits the proposed layout and design for the M&P portion of the Property. The southern portion of the Property will be reserved for future expansion of M&P and or other similar uses.

The initial development will consist of an approximately 10,064 SF office building, a 13,025 workshop building, truck washing station, fuel station, material storage, and parking areas for the employees and the transport trucks used on a daily basis.

The office building will be located near the northwest portion of the Property and will be used for various the administrative and office functions of the use. The workshop building is located east of the office building and will primarily be used to conduct maintenance activities for the transport trucks and to facilitate the trucking business's operations. To the east of the workshop building will be a truck washing station that will be used to regularly wash the transport trucks. To the south of the washing station is the fuel station used to fuel the trucks on a daily basis. All fuel pumps and related equipment will be property permitted per State and County requirements. The current material boards demonstrate that the proposed walls will be constructed using Concrete Masonry Block (Standard CMU-8x8x16, Ridgeline). Locations for walls and fences are shown on the Preliminary Site Plan. The specific location and height of wall and fences will be determine during the Site Plan/Design Review Application and will follow the required City of Avondale design guidelines and development standards.

A gated parking area will be located near S. Litchfield Road and will be used for the employees. Another parking area fronting S. Litchfield Road and west of the office building will be used for visitor parking and any overflow employee parking needs. The remainder of the parking areas on the center and eastern portion of the Property will be used for truck parking associated with M&P's use. These areas will be secured and gated. All parking will conform to the required Avondale Parking Standards, including all parking areas being appropriately paved with asphalt or concrete, as required.

The development will have three (3) access points off of Litchfield Road. The two (2) northern driveways will be used primary by the transport trucks that coming and going to the Property. The southern driveway will be used to access the gated employee parking area. The trips to and from the Property will consist of the on-site employees and the transport trucks that are currently part of the operations.

All required City development standard and design guidelines for A-1 General Industrial uses and development will be adhered to for future development. The end result will allow the Company to develop a vibrant industrial use while bringing more than one hundred jobs to the City of Avondale.

b. Preliminary Landscaping Plan

A Preliminary Landscape Plan have been provided with this Application to exhibit the proposed landscaping for the M&P development on the Property. As shown on these Plans, the required landscape buffering will be provided on S. Litchfield Road to create a pleasing and aesthetic environment when arriving on the Property. These buffers will include following all required City of Avondale requirements for setbacks, landscape easements, and the amount of trees/shrubbery as determined during the Site Plan/Design Review Application. This will include a 30' landscape buffer fronting Litchfield Road and a 35' landscape buffer around the existing residential parcel to the west (as shown on the provided Conceptual Landscape Plans). Additionally, any future development on the south boundary of the Property will include a 75' building setback, wall requirements, and all required landscaping easements.

All landscaping on the Property will be provided as required under the A-1 zoning development standards and the applicable Commercial and Industrial Design Manual standards, as shown on the provided Preliminary Landscape Plan.

c. Conceptual Architecture Design

All buildings on the Property for the M&P development will consist of a modern, industrial aesthetic with consistent architectural theming throughout the site.

The main office building will contain consisting coloring of steel and concrete that is designed to have a modern feel and promotes pleasing aesthetics to passersby on S. Litchfield Road. Emphasis will be placed on providing architectural aesthetics that recognizes the placement of the office building on S. Litchfield Road and being viewed by those entering the Property. This will consist of a variety of colors and materials, unique placement of architectural features and windows, and varying rooflines.

As shown on the Materials and Elevations sheets provided with this Application, material for the office building will consist of a mixture of masonry, metals, exposed concrete, and steel beams/columns. Colors will consist of charcoal greys, Ridgeline, Black Mountain, and natural greys as shown on the Materials and Elevation Sheets.

The other shop building and material storage structures will consist of masonry block, metals, steel beams/columns, and exposed concrete. These building will have consistent colors of greys, Black Mountain, Ridgeline, and Iron-ic. All these are shown on the Materials and Elevations Sheets.

Overall, the architectural will be consistent with the applicable Commercial and Industrial Design Manual standards providing a quality aesthetic for the Property that will promote

M&P's business operations and blend in with the current and future surrounding land uses in the area.

V. INFRASTRUCTURE

a. Water Services

The City is the water service provider for the Property. Existing water infrastructure adjacent to the Property includes an 8-inch within S. Litchfield Road. As shown on the Preliminary Utility Plan provided with this Application, water meters will be provided to the Property to provide water service for the fire sprinklers, landscaping, and other water requirements to the building. A 2-inch water line will be provided on-site to provide these water services. Additionally, an 8-inch water line loop system will be provided onsite to meet fire requirements. A Preliminary Water Report has also been provided to demonstrate the onsite demand of the M&P operations.

Precise locations for water connections and networks for any developments on the Property shall be determined at the required Site Plan phase. All infrastructure related to water services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Site Plan phase.

b. Sewer Services

There are no existing sewer lines near the Property. As such, sewer services on the Property will be provided by a private onsite septic tank and leach field system. A 4" water line will be provided to serve the septic tank and leach field, which will be located in the northeast area of the Property.

Precise locations for sewer connections and networks for any developments on the Property shall be determined at the required Site Plan phase.

c. Grading and Drainage

A Preliminary Master Drainage Report and Preliminary Grading and Drainage Plan is provided with this Application submittal. The on-site retention requirements shall be per City of Avondale standards and will meet 100-year 2-hour storm event for both on-site and adjacent off-site flows, and dissipate the runoff through drywells. These retention basins will be expected to store enough volume equivalent to the runoff produced in a 100-year, 2-hour event. Historic flows may safely pass through or be routed around the Property. This is more thoroughly outlined in the report and plan submitted with this Application.

d. Right-of-Way Improvements

The developer of the Property will construct the adjacent half-street improvements, as required, for S. Litchfield Road along the western boundary of the Property as shown on

the Preliminary Site Plan. This will include curb, gutter, sidewalk, and landscaping as required by the City.

e. Traffic

Primary access to the Property is provided by S. Litchfield Road, which is currently a two-lane undivided road with a posted speed limit of 45 mph adjacent to the proposed site. It provides a connection to Lower Buckeye Road and MC 85 north of the site for regional access. No through access currently exists to the south. There are also no paved east-west through routes south of Lower Buckeye Road.

Access from Litchfield Road will be provided by three (3) separate driveways, which will consist of the following:

- Access A (Main Truck Exit) – provides access to the office building, as well as a gated exit from the other uses.
- Access B (Main Truck Entry) – provides access to the office building, as well as a gated entrance to the other uses.
- Access C (Employee Entry) – provides gated access only to / from the employee parking area.

Gate control will be provided to restrict access to the areas beyond the main office building.

A Traffic Impact Statement dated February 26, 2021 (the "TIA") has been provided with this Applicant demonstrates minimal traffic impacts to the adjacent roadways. Litchfield Road is classified by Maricopa County as a Principal Arterial, which has a capacity to take approximately 35,000 vehicle per day. The TIA anticipates a trip generation of 721 vehicles per day during an average weekday. Generally, the trip generation will be approximately 562 trips from truck/trailer traffic and 159 trips from employee traffic throughout the day.

The proposed development is also anticipated to generate a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles per hour during the average evening peak hour of adjacent street traffic.

Overall, the rezoning and M&P development will have no negative traffic impacts to the City or the adjacent roadway systems.

VI. CONFORMANCE WITH AVONDALE PLANS

The developable portion of the Property is designated with a General Plan land use of Industrial. The remaining portion on the rear/eastern part of the Property is designated with a General Plan land use of Open Space and Parks, but is located within the Agua Fria River area and is not developable.

The Industrial land use category is “intended to provide employment opportunities for heavy manufacturing within enclosed or partially enclosed structures. This category is typically characterized by uses that may need special consideration and may include refining, assembly, fabrication of products, demolition, solar, or wholesaling. The areas designated for industrial uses have adequate transportation and activity access with an emphasis on minimal conflict with existing adjacent land uses.”

As described in this Application the proposed M&P use is in conformance with this stated intent of the Avondale General Plan. This proposal will bring employment opportunities to the City and is in a prime location with nearby current and future-planned industrial/employment uses.

M&P has been designed with these goals in mind and has provided the framework for an attractive development that focuses on providing a quality industrial use and employment/economic opportunities for the City.

THE AVONDALE GENERAL PLAN 2030

The proposed rezoning Application and M&P development is consistent with a number of elements within the City’s General Plan 2030 as follows.

LAND USE THEME – Land Use Element

GOAL 3: Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

Policy D. Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.

GOAL 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

GOAL 6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.

This Application will provide a quality industrial and employment use that will encourage development of a large vacant portion of land within the City of Avondale. The development is positioned to provide further development that is compatible with the

surrounding current and future-planned industrial and employment uses. The proposed development will help transform underutilized parcels of land into a modern industrial use that is compatible with the land use goals outlined above. This will provide further economic stability for this area and bring employment opportunities to the City.

The development will not only be aesthetically pleasing, but will also provide appropriate buffering and transitions to all adjacent land uses. These buffers will include following all required City of Avondale requirements for setbacks, landscape easements, and the amount of trees/shrubbery as determined during the Site Plan/Design Review Application. This will include a 30' landscape buffer fronting Litchfield Road and a 35' landscape buffer around the existing residential parcel to the west (as shown on the provided Conceptual Landscape Plans). Additionally, any future development on the south boundary of the Property will include a 75' building setback, wall requirements, and all required landscaping easements. As the Preliminary Landscape Plan demonstrates additional landscape perimeter buffering has been provided to bring additional transitioning to the residential uses to the south.

ECONOMIC VITALITY THEME - Economic Element

Goal 1: Grow and diversify Avondale's economy and employment base through business retention, expansion and development.

Policy A. Identify and recruit targeted growth sectors based upon an understanding of Avondale's current and projected economy with an emphasis on professional and technical employment.

Goal 2: Create employment centers to attract businesses that match the City's economic targets.

Goal 3: Enhance and market Avondale's business climate.

Goal 10: Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities.

M&P is a well-established business that is looking to relocate from Phoenix to Avondale, so it can expand its operations and continue to grow. M & P currently has approximately 150 employees that it would be bringing to the Property to conduct its operations. This will continue to attract employment opportunities and enhance Avondale's business climate.

The employment and economic benefits that M&P will provide as it continues to grow in Avondale will play an important role in contributing to Avondale's economic goals and

policies. The M&P development be provide another variety of industrial uses to this area and the City.

OPEN SPACE THEME – Open Space Element

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.

OPEN SPACE THEME – Recreational Amenities Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

The rezoning Application and M&P development preserves an important area of the Agua Fria wash area that provides usable and active open space to the City. The proposed rezoning will ensure that only the industrial General Plan area will be developed and that the open space area will be preserved as part of the overall Agua Fria wash area with its circulation trails, connectivity corridors, and natural vegetation.

VII. CONCLUSION

The proposed A-1 rezoning application will provide a quality industrial area with employment and economic opportunities for the City. The Applicant is aware of the great economic and development opportunities that exist here and that are recognized by the City of Avondale. M&P intends to work in partnership with the City to ensure that its goals and policies are met.

With M&P moving its business operations to the City of Avondale it desires to create a development that will be in place for a long time and wants to be a good neighbor and business operation for the City. M&P is confident that the proposed A-1 zoning will provide the foundation for moving forward with a quality development at this location.

As shown in this Application, the M&P development will complement the surrounding existing uses and the anticipation of future complementing uses. The design and layout of the Concept Plan demonstrates the design and open space elements that will be an important part of creating this developments.

As discussed herein, the proposed rezoning is consistent with many of the policies of the City of Avondale's General Plan 2030 and demonstrates that the development will follow Avondale Design Standards and Guidelines and continue the tradition of quality development in the City of Avondale. M&P looks forward to continuing to work in partnership with the City to bring a development that the City will be proud of for years to come.

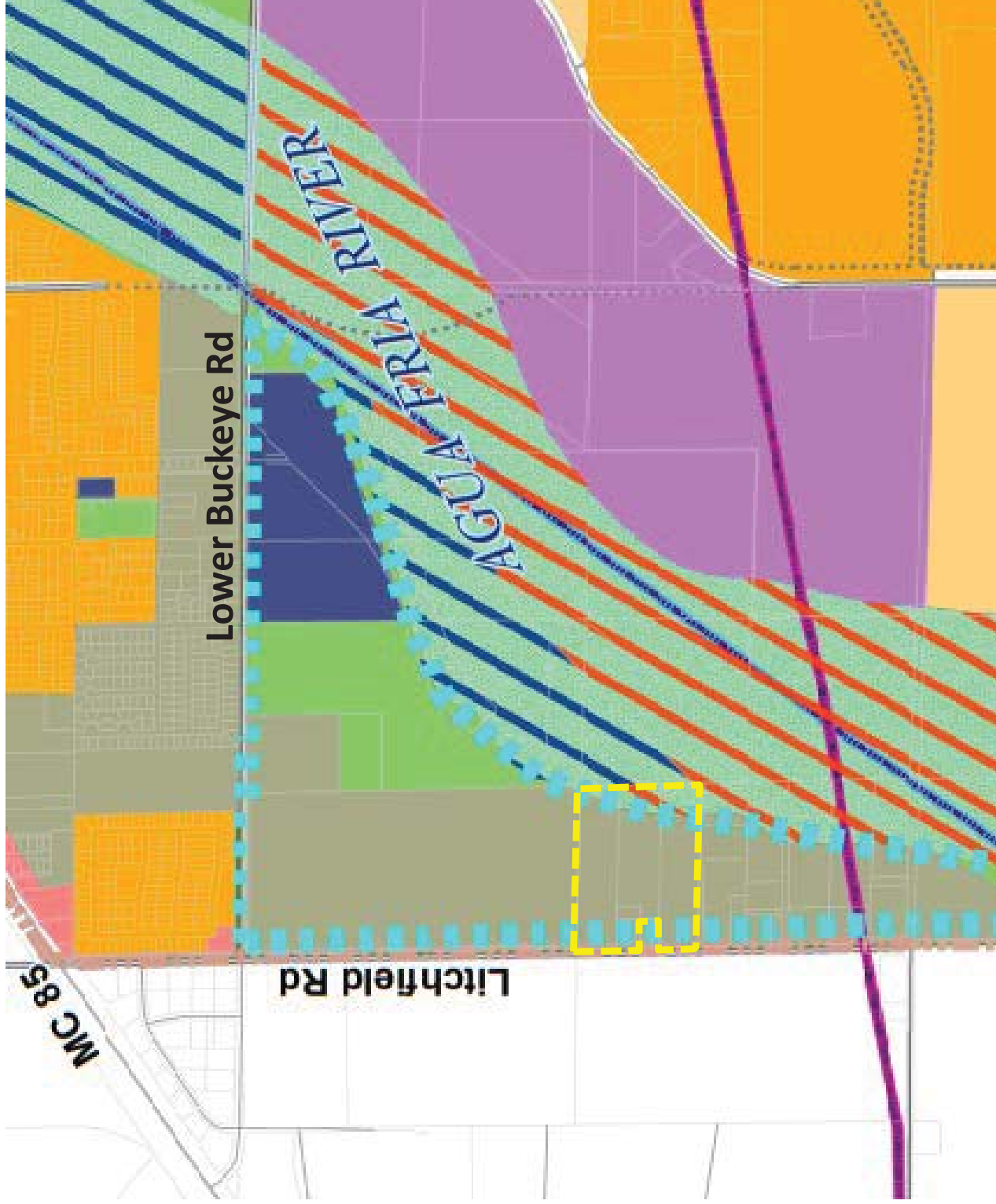


APNs: 500-59-009D, 500-59-011C, 500-59-017, 500-59-018A, 500-59-018B
Acres: 27.6 (Gross)

Exhibit B – Context Aerial Map
M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.



GENERAL PLAN

Legend

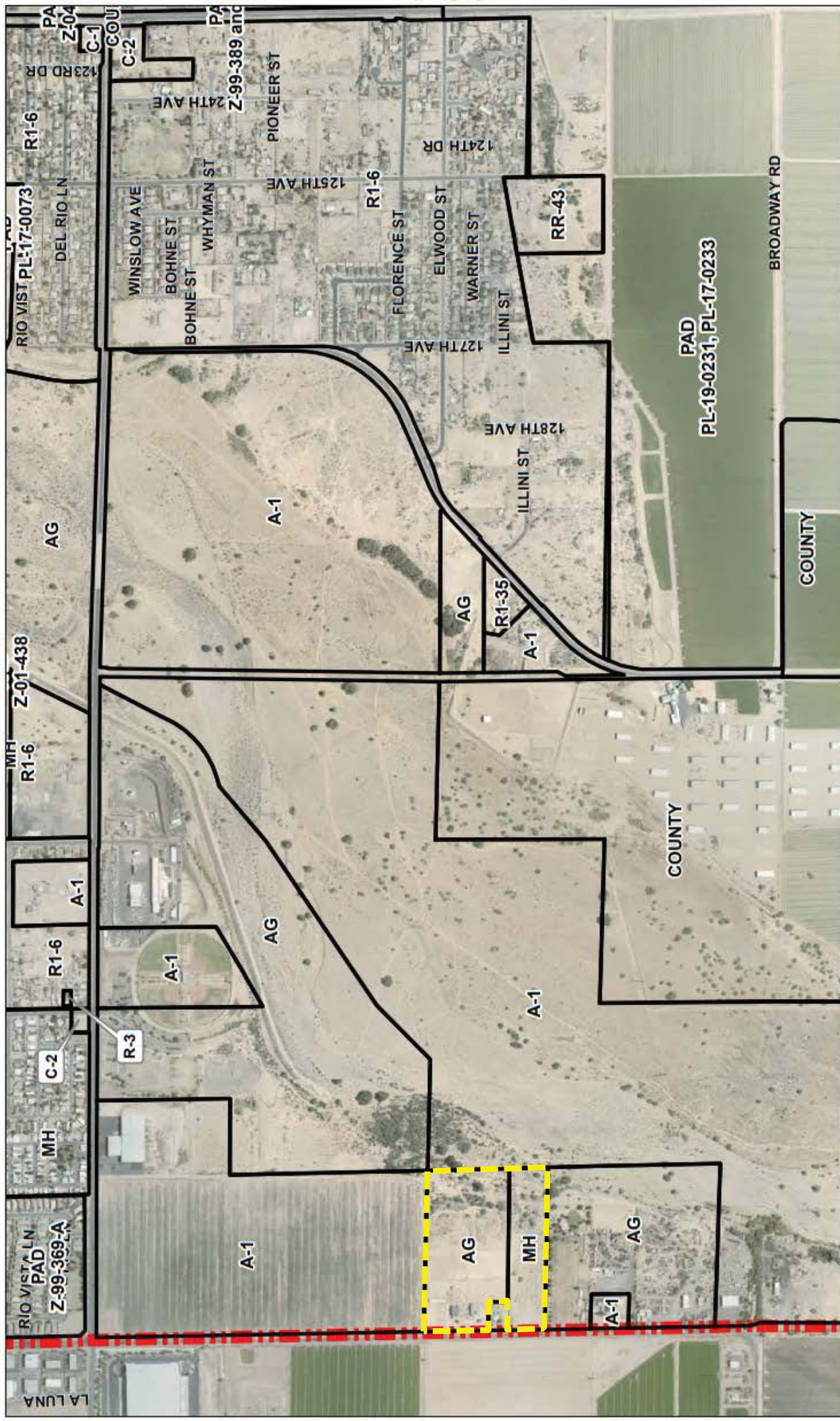


Land Use

- Rural Low Density Residential
- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Historic Avondale District
- Sports and Entertainment
- Office/Professional
- Industrial
- Business Park
- Corporate Park
- Gila River Scenic District
- Open Space and Parks
- Public/Civic
- Education

Aggregate Sites

- Existing: A solid green line.
- Potential Sites - Privately Owned Land: A dashed red line.
- Potential Sites - Publicly Owned Land: A dashed blue line.





December 31, 2021

Eric Fitzer, Planning Manager/Zoning Administrator
City of Avondale
Development and Engineering Services
11465 W Civic Center Drive
Avondale, AZ 85323

**RE: PL-21-0131 & PL-21-0132 - M&P Transport, Rezoning & CUP Applications
December 31th, 2021 Neighborhood Meeting Summary**

Dear Mr. Fitzer:

The purpose of this letter is to inform you that our firm held a neighborhood meeting for the M&P Transport Rezoning and CUP Applications (*Case numbers: PL-21-0131 & -0132*) for the approximately 27.6 acre site located ½ mile south of Lower Buckeye Road and Litchfield Road (the "Property"). The meeting was held on Thursday, December 30th, 2021 at 6:00pm via Zoom Teleconference (as scheduled by the City of Avondale).

The neighborhood meeting was hosted by Shaine T. Alleman of Tiffany & Bosco and Michael Valente of M&P Transport, to review the proposed applications and answer questions regarding the project. Eric Fitzer, Avondale Planning Manager/Zoning Administrator, was also present and available for City-oriented questions.

The following individuals attended from the public:

- Margie White (and daughter), Avondale Resident
- Jason & Renee Keele, Avondale Resident

Mr. Alleman began the neighborhood meeting by presenting an overview of the project including reviewing the development process and timing, the conceptual site plan, and conceptual elevations and renderings. The remainder of the meeting was open for discussions and questions from the public. The following is summary of that discussion.

Margie White:

- Margie asked when the south parcel zoned as MH and expressed that she wanted to make sure that the MH zoning was being removed with this process and zoned for A-1. Eric said he would look into when it was rezoned. Shaine confirmed that the south parcel is included in the Rezoning Application.
- Margie asked about the upcoming General Plan Process that the City would undertake for the General Plan Update. Eric explained what that process would look like for the next update of the City General Plan.
- Margie asked about the parcels south of the M&P property and their residences and why they were zoned as AG, but operating as industrial uses and not



following City regulations. Eric stated that he didn't know if there was legal conforming status with these south properties and would discuss with the proper City departments.

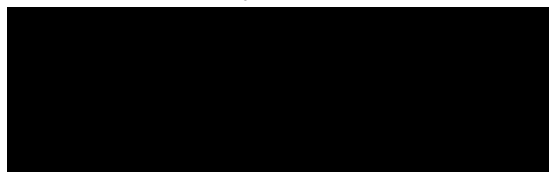
- Margie asked Eric about the potential for "cooling asphalt" because she is concerned with the "heat island effect" Eric stated that he would look into options related to this.
- Margie asked about the broken barbed wire fence on the south parcel the Applicant property and about cleaning up the City-owned 30' ROW adjacent to her property. Shaine said the Property owner is committed to working with the City and the neighbors to repair any fences that are their responsibility. Eric said he would look into the fence and ROW and discuss with the proper City departments to resolve.

Jason Keele:

- Jason expressed concerns with the City's process for changing this area to Industrial in the General Plan and he felt like the City doesn't notify them of when things happen and ignores them. Eric explained that the City has notification requirements and all of those have occurred for the requisite applications, including this one. He also explained that in the upcoming General Plan update, everyone should receive notices for it.
- Jason asked about the traffic review and (incorrectly) stated that he saw there would be 107 truck per hour to this property. Shaine explained the Traffic Analysis completed as required by this Application and explained that the 107 number was the morning "peak hour" number. Shaine further explained that there would not be 107 trucks per hours and explained, generally, how the traffic to the Property would likely work. It was also explained that developments such as these provide the necessary upgrades needed for adjacent streets.

If there are any further questions regarding the neighborhood meeting, you may reach me at 602-452-2712 or sta@tblaw.com.

Sincerely,



Shaine T. Alleman

Eric Fitzer

From: Michelle Simerdla
Sent: Thursday, December 16, 2021 10:21 AM
To: Eric Fitzer
Subject: FW: letter to the planning and zoning committee

From: Renee Keele <[REDACTED]>
Sent: Thursday, December 16, 2021 10:16 AM
To: Michelle Simerdla <msimerdla@avondaleaz.gov>
Subject: letter to the planning and zoning committee

 This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.


Hi Michelle,

I have a letter in the body of the email that I believe addresses my concerns. Thank you for reaching out yesterday and providing me with much needed information. Thank you.

12/16/2021

Dear Planning and Zoning committee,

I am writing this letter on behalf of my community and my family. It has come to my attention that the city plans on turning my neighborhood into an industrial strip, for which it is not currently zoned for. The current zoning according to the map and country assessors website is AG and MH, my property is the only A-1 zoning on the properties that are currently built out. Bringing in a trucking company to a neighborhood would destroy the neighborhood. I will get into more details on that later. Now I am going to address some of the statements made in the rezoning application the M & P trucking company has presented.

“The Property is surrounded by mostly large vacant properties with some agricultural uses supported by farm houses.” Pg 6

This statement is false. The only vacant lot is **#500-59-009D, which is the lot GALAXY II LAND LLC** currently owns according to the Maricopa County Assessor's website. The rest of the lots are owned and lived on with small and large farm animals. There are 10 homes, all lived on, south of Lower Buckeye road. There are two businesses operating, south of the last home which is separated by a privately owned dirt road. Therefore, there are currently more homes than businesses.

“Since the Property use is generating a low amount of traffic, it is anticipate that no negative effects from proposed industrial uses will occur on S. Litchfield Road.” pg 6

“The proposed development is also anticipated to generate a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles

per hour during the average evening peak hour of adjacent street traffic.

Overall, the rezoning and M&P development will have no negative traffic impacts to the City. “ pg 11

These two statements made in the application contradict each other. You cannot say that 107 vehicles per hour, mostly large trucks, is not a large amount of traffic on a two lane road. School bus stops are located on Litchfield road to pick up high school and elementary school aged children, how can a two lane road support that amount of traffic without negatively impacting the community. The city currently has a large neighborhood, on Rio Vista Lane and a Mobile home park, just east of that neighborhood. It is not possible to flood both Lower Buckeye Rd and Litchfield road with that amount of traffic and not have it negatively affect all the homeowners in the surrounding communities if this company, according to their website, operates 6 days a week. Their current location on 43 rd avenue south of Lower Buckeye road is an entirely industrial area, not a home or neighbor within a mile, the perfect location for such a company. This location, which they are trying to rezone, has several neighborhoods, and not to mention a fantastic city park, which will be very difficult to drive to or safely walk to with over 200 trucks driving on the roads. And I circle back to the children, how do they safely get to school with 107 semi-trucks per hour on the same road? How does anyone get out of their home and safely to work or back from work with that amount of heavy traffic? Litchfield Rd alone was not built for this type of traffic. And the city of Goodyear will be tearing up Litchfield road starting at Yuma rd for new pipes. This will make it impossible to navigate the roadways.

“create positive impacts to the surrounding Properties.” Pg 7

How can a large trucking company and a massive increase to traffic, not being able to safely or timely get to a job or school bring a positive impact to a neighborhood?

Adequate water facilities for the industrial development currently exist in the surrounding roadways. Sewer services for the Property will be provided by septic.

Pg 7

Where is the water runoff for the truck washing station going? Into the septic system, into the ground? Where are the chemicals going? Car washes have to go through a very strict and rigid system to ensure the water waste and chemical runoff does not go back into the drinking water. How are they going to plan for this? I see nothing in the current plan for this, and it makes me nervous.

“GOAL 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

GOAL 6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.”

Pg 13

If these are the goals for the city, how is putting a large operation trucking company in a neighborhood and south of a neighborhood meeting these goals? How is clogging up a roadway sustainable?

*“The development will not only be aesthetically pleasing,”
pg 14.*

How? I've seen the current site, it's ugly. Industrial areas are ugly, that's why they are not placed near a neighborhood community or near a beautiful new park.

Goal 10: Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities. Pg 14.

It's a trucking company which handles concrete and fly ash is not light industrial. Is this really meeting that goal? The residents do not believe so.

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle. Pg14

Preserve? Bringing in increased traffic, and waste water is not my idea of protection and preservation. Bringing in a hauling company that transports concrete and fly ash does not contribute to a healthy lifestyle. Unless the entire site is also paved, which in the company's current location it is not, they will also contribute to more dust pollution. Not to mention the light pollution from the lighting they will bring in, and the noise pollution from operating such a large business. These are again not issues in their current location since it is not near a neighborhood but in an industrial zone in Phoenix. Dust, noise, and light pollution are all negative impacts on an environment and on a neighborhood.

“M&P TRANSPORT COMPANY

A-1 Rezoning Application 14

OPEN SPACE THEME – Recreational Amenities Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

The rezoning Application and M&P development preserves an important area of the Agua Fria wash area that provides usable and active open space to the City. The proposed rezoning will ensure that only the industrial General Plan area will be developed and that the open space area will be preserved as part of the overall Agua Fria wash area with its circulation trails, connectivity corridors, and natural vegetation.”

Pg 14-15

This is laughable. How does a company that hauls concrete and fly ash with over 150 employees, and over 100 trucks ensure safe access to public parks? How does rezoning ensure usable and active open space when they are going to fill that space with semi trucks? We do have burrowing owls, which are endangered in the area. Where are those owls going? Is a semi truck going to ensure those animals are protected?

In conclusion, this rezoning application will have a negative effect not only on my small neighborhood, but also to the surrounding communities, and pose serious safety issues with the amount of traffic they propose is coming in. Not to mention the negative environmental issues a company of its size can cause with dust, light, and noise pollution. My home is 75 years old, I bought it with the plan of raising my family in an area I love, and now this is being threatened. I am not new to the area, as a matter of fact, I was born and raised in the Goodyear/Avondale area. I went to Avondale Elementary and graduated from Agua Fria High School in 1997. My son currently attends Agua Fria and husband is a local teacher. I love this area, and would love to continue to raise my family here, but now I am being forced out of my home as it is being turned into an industrial zone by the city.

I truly hope the city takes this letter into account as they make their decision about granting this rezoning application.

Sincerely,

Renee Keele

Avondale



December 16, 2021

DELIVERED VIA ELECTRONIC MAIL

Eric Fitzer, Planning Manager
Michelle Simerdla, Division Lead Planner
City of Avondale, Development & Engineering Services Department
11465 W. Civic Center Dr. #110
Avondale, AZ 85323

RE: M&P Transport | Applications PL-21-0131 and PL-21-0132

Dear Eric and Michelle,

Our firm represents M&P Transport in its ownership of approximately 27.6 acres located ½ mile south of the Lower Buckeye Road and Litchfield Road (the "Property") and as the Applicant in the current Rezone and Conditional Use Permit Applications, referenced above, with the City of Avondale (the "Applications").

The purpose of this letter is provide a response to an emails sent by Renee Keele on December 16, 2021 regarding the Applications. Please find below the Applicant response (in **bold**) and the related attachments as listed below each of the comments from from Ms. Keele (in *italics*).

Please note that since we have received Ms. Keele's email, we met with her and another neighbor, Margie White, at the Applications property on December 21, 2021 to review and discuss any questions they had. At the end of the 2 hour meeting, we felt that many questions had been answered and additional information provided to them.

Ms. Keele:

"The Property is surrounded by mostly large vacant properties with some agricultural uses supported by farm houses." Pg 6

This statement is false. The only vacant lot is #500-59-009D, which is the lot Galaxy II Land, LLC currently owns according to the Maricopa County Assessor's website. The rest of the lots are owned and lived on with small and large farm animals. There are 10 homes, all lived on, south of Lower Buckeye road. There are two businesses operating, south of the last home which is separated by a privately owned dirt road. Therefore, there are currently more homes than businesses.

M&P:

There are many other vacant lots beside the Application property as shown on the attached Exhibits. Also attached is a Surrounding Context Map and property photos showing the current state of land uses south of the Applications property. After visiting the properties in the area and noting the state of land uses, this is not as straightforward as Ms. Keele purports it to be as follows:

- **Ms. Keele and the small parcel to the south is zoned as A-1;**

M&P Transport - Rezone

December 16, 2021

- **To the east of Ms. Keele there are businesses operating in AG zoning (i.e. outdoor storage and landscaping company);**
- **To the south of Ms. Keele there is a large construction company operating in AG zoning with piles of trash, vehicles, large equipment, construction materials all stored without screening and on dust surfaces (in violation of Avondale's parking ordinances);**
- **South of the Quality Construction Company are 2 large industrial businesses operating in A-1 zoning. Also, it was noted that BioScientific, Inc. (manufacturer of fertilizer products) is storing vehicles and equipment on dust surfaces (in violation of Avondale's parking ordinances).**

This does not include all the industrial uses occurring to the west of Litchfield Road. It is disingenuous for Ms. Keele to allude that this a neighborhood that will be destroyed by the proposed uses of the Applications.

It should be noted that M&P will be required to follow all zoning development standards for parking surfaces, landscaping, buffering, architectural aesthetics, etc. This is development will be in stark contrast to the dilapidated industrial uses surrounding Ms. Keele, which appear to not follow many of Avondale's development or aesthetic standards.

Ms. Keele:

"Since the Property use is generating a low amount of traffic, it is anticipate that no negative effects from proposed industrial uses will occur on S. Litchfield Road." pg 6

"The proposed development is also anticipated to generate a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles per hour during the average evening peak hour of adjacent street traffic. Overall, the rezoning and M&P development will have no negative traffic impacts to the City. " pg 11

These two statements made in the application contradict each other. You cannot say that 107 vehicles per hour, mostly large trucks, is not a large amount of traffic on a two lane road. School bus stops are located on Litchfield road to pick up high school and elementary school aged children, how can a two lane road support that amount of traffic without negatively impacting the community. The city currently has a large neighborhood, on Rio Vista Lane and a Mobile home park, just east of that neighborhood. It is not possible to flood both Lower Buckeye Rd and Litchfield road with that amount of traffic and not have it negatively affect all the homeowners in the surrounding communities if this company, according to their website, operates 6 days a week. Their current location on 43rd avenue south of Lower Buckeye road is an entirely industrial area, not a home or neighbor within a mile, the perfect location for such a company. This location, which they are trying to rezone, has several neighborhoods, and not to mention a fantastic city park, which will be very difficult to drive to or safely walk to with over 200 trucks driving

M&P Transport - Rezone

December 16, 2021

on the roads. And I circle back to the children, how do they safely get to school with 107 semi-trucks per hour on the same road? How does anyone get out of their home and safely to work or back from work with that amount of heavy traffic? Litchfield Rd alone was not built for this type of traffic. And the city of Goodyear will be tearing up Litchfield road starting at Yuma rd for new pipes. This will make it impossible to navigate the roadways.

M&P:

As required by the City of Avondale, a Traffic Impact Statement ("TIS") was provided with the Applications. The TIS demonstrates minimal traffic impacts to the adjacent roadways. Litchfield Road is classified by Maricopa County as a Principal Arterial, which has a capacity to take approximately 35,000 vehicles per day. The TIS anticipates a trip generation of 721 vehicles per day during an average weekday. Generally, the trip generation will be approximately 562 trips from truck/trailer traffic and 159 trips from employee traffic throughout the day.

Ms. Keele is incorrect in the assumption that 107 large trucks will be on the road per hour. The TIS anticipates a generation of a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles per hour during the average evening peak hour of adjacent street traffic. Traffic generation outside of the peak hour traffic are typically calculated to be approximately 25-30% of the peak hour.

So, overall, the M&P development will have no negative traffic impacts to the City or the adjacent roadway systems. Additionally, there were no negative issues raised by the City of Avondale Traffic Department from this analysis.

Ms. Keele

"create positive impacts to the surrounding Properties." Pg 7

How can a large trucking company and a massive increase to traffic, not being able to safely or timely get to a job or school bring a positive impact to a neighborhood?

M&P:

M&P is not considered a large "trucking company" by any means. Also, the traffic analysis done as part of the Applications clearly show that traffic generation is minimal and the adjacent roadway systems can easily accommodate the proposed uses.

Ms. Keele

"Adequate water facilities for the industrial development currently exist in the surrounding roadways. Sewer services for the Property will be provided by septic." Pg 7

Where is the water runoff for the truck washing station going? Into the septic system, into the ground? Where are the chemicals going? Car washes have to go through a very strict and rigid system to ensure the water waste and chemical

December 16, 2021

runoff does not go back into the drinking water. How are they going to plan for this? I see nothing in the current plan for this, and it makes me nervous.

M&P:

M&P is required to retain all onsite drainage and/or runoff water on the Property and will follow all required standards for doing so. No wastewater or chemicals will be running into drinking water.

Ms. Keele

"GOAL 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

GOAL 6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns." Pg 13

If these are the goals for the city, how is putting a large operation trucking company in a neighborhood and south of a neighborhood meeting these goals? How is clogging up a roadway sustainable?

M&P:

M&P is not considered a large "trucking company" by any means. Also, the traffic analysis done as part of the Applications clearly show that traffic generation is minimal and the adjacent roadway systems can easily accommodate the proposed uses.

Additionally, the proposed uses are not in a "neighborhood" as discussed above.

Ms. Keele

"The development will not only be aesthetically pleasing," pg 14.

How? I've seen the current site, it's ugly. Industrial areas are ugly, that's why they are not placed near a neighborhood community or near a beautiful new park.

M&P:

The City of Avondale has design and development standards that control the architectural, landscaping, and aesthetic standards that the Property will need to meet. The Applications provide elevations and material boards showing the quality of development that will be on the Property.

This is in direct contrast to the current dilapidated industrial uses that are directly adjacent to Ms. Keele's property to the east and south.

Ms. Keele

Goal 10: Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities. Pg 14.

It's a trucking company which handles concrete and fly ash is not light industrial. Is this really meeting that goal? The residents do not believe so.

M&P:

M&P is not proposing to manufacture or process concrete or fly ash material on the Property. No operations on the Property include the manufacturing or processing of any

December 16, 2021

materials that are transported by the trucks. The vehicles leave the Property empty, pick up material at other off-site locations, deliver those materials, and then return to the Property empty. The proposed use is allowed under A-1, General Industrial.

Ms. Keele

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle. Pg14

Preserve? Bringing in increased traffic, and waste water is not my idea of protection and preservation. Bringing in a hauling company that transports concrete and fly ash does not contribute to a healthy lifestyle. Unless the entire site is also paved, which in the company's current location it is not, they will also contribute to more dust pollution. Not to mention the light pollution from the lighting they will bring in, and the noise pollution from operating such a large business. These are again not issues in their current location since it is not near a neighborhood but in an industrial zone in Phoenix. Dust, noise, and light pollution are all negative impacts on an environment and on a neighborhood.

M&P:

Most of the issues raised by Ms. Keele have been previously addressed in this letter (i.e. traffic, wastewater, on-site materials).

The Property is required to be paved for vehicle parking by the City of Avondale, so there should be no dust issues.

The Property will also be required to follow the City of Avondale light standards and approve a photometric plan as part of the Site Plan Application, so there should be no light pollution.

Overall, the proposed will be a clean and organized operation that intends to follow all City ordinances and regulations, unlike the industrial uses and businesses east and south of Ms. Keele's property.

Ms. Keele

OPEN SPACE THEME – Recreational Amenities Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

The rezoning Application and M&P development preserves an important area of the Agua Fria wash area that provides usable and active open space to the City. The proposed rezoning will ensure that only the industrial General Plan area will be developed and that the open space area will be preserved as part of the overall Agua Fria wash area with its circulation trails, connectivity corridors, and natural vegetation."
Pg 14-15

M&P Transport - Rezone

December 16, 2021

This is laughable. How does a company that hauls concrete and fly ash with over 150 employees, and over 100 trucks ensure safe access to public parks? How does rezoning ensure usable and active open space when they are going to fill that space with semi trucks? We do have burrowing owls, which are endangered in the area. Where are those owls going? Is a semi truck going to ensure those animals are protected?

M&P:

M&P has demonstrated in the Applications that it will follow all required ordinances and development standards. Additionally, there will be no manufacturing or processing of chemicals or materials on the Property and M&P is preserving all areas designated as Open Space and Parks on the General Plan.

If you should have any questions, please contact me to discuss further.

Sincerely,

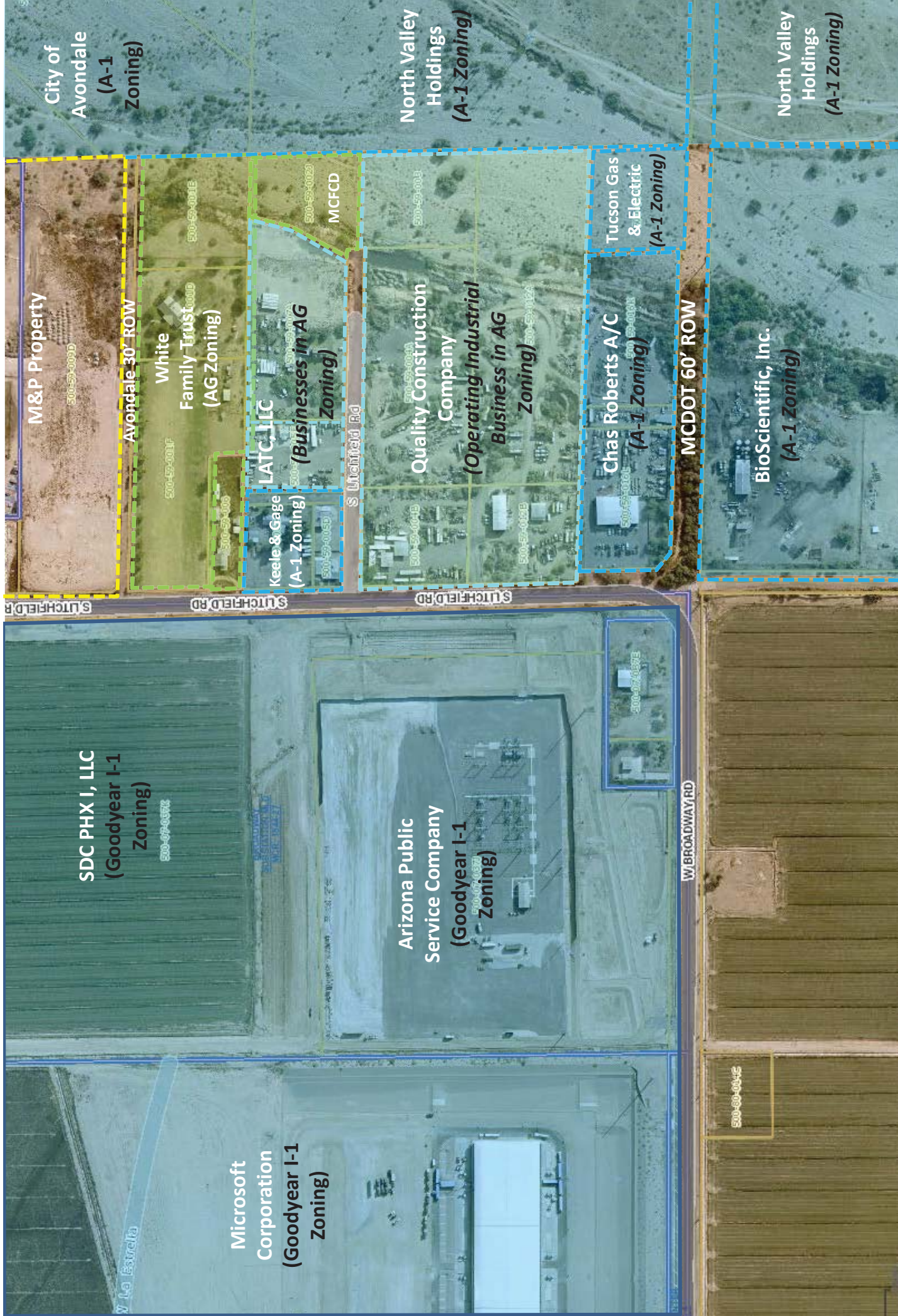


Shaine T. Alleman

ATTACHMENTS:

Surrounding Context Map

Surrounding Property Photos



Surrounding Context Map

M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.



Various Industrial and Heavy Commercial Businesses
Zoning: AG, Agricultural

Location: Approximately 370' south of M&P Property; Directly adjacent to south and east of residential homes
Use: Landscaping company, construction, maintenance shop, outdoor equipment/material storage, etc.



Surrounding Property Photos

M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.



Quality Construction Company Zoning: AG, Agricultural

Location: Approximately 700' south of M&P Property;
Directly adjacent to south of residential homes
Use: Construction Company, outdoor vehicle and
material storage, etc.



Surrounding Property Photos

M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



TIFFANY
& BOSCO
P.A.



Chas Robert Air Conditioning
Zoning: A-1, General Industrial

Location: Approximately 1,300' south of M&P
Property;

Use: Air Conditioning Service Company, outdoor
vehicle and material storage, etc.



Bio Scientific, Inc.

Zoning: AG, Agricultural

Location: Approximately 1,700' of M&P Property

Use: Manufacturing fertilizer products



Surrounding Property Photos

M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.

ORDINANCE NO. 2013-0222

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 27.5536 ACRES GENERALLY LOCATED ONE-HALF MILE SOUTH OF THE SOUTHEAST CORNER OF LOWER BUCKEYE ROAD AND LITCHFIELD ROAD, AS SHOWN IN APPLICATION PL-21-0131, AND REZONING SUCH PROPERTY FROM AGRICULTURE (AG) AND MANUFACTURED HOME PARK (MH) TO GENERAL INDUSTRIAL (A-1).

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to amend the City of Avondale Zoning Atlas (the “Zoning Atlas”), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for $\pm$ 27.5536 acres generally located one-half mile south of the southeast corner of Lower Buckeye Road and Litchfield Road, as shown in application PL-21-0131, from Agriculture (AG) and Manufactured Home Park (MH) to General Industrial (A-1) (the “Zoning Atlas Amendment”); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the “Commission”) and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on January 19, 2022, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on February 22, 2022; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance; and

WHEREAS, the City Council has considered the probable impact of the Zoning Atlas Amendment on the cost to construct housing for sale or rent and finds that the proposed Zoning Atlas Amendment will have no probable impact on the cost to construct housing for sale or rent.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

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

SECTION 2. The Zoning Atlas Amendment, is hereby approved, for $\pm$ 27.5536 acres generally located one-half mile south of the southeast corner of Lower Buckeye Road and Litchfield Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Demolition of both existing residences on the property must be complete before the City will issue permits for new construction on the site.
2. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
3. All off-site improvements shall be completed in the first phase of development.
4. The proposed improvements within the Flood Control District of Maricopa County (FCDMC) easements must be reviewed, approved, and permitted by FCDMC.
5. Maricopa County Department of Transportation (MCDOT) must review, approve, and permit Litchfield Road proposed right-of-way and improvements.
6. A 50-foot trail easement will be required along Agua Fria River via a Minor Land Division (MLD). The easement must be dedicated to the City of Avondale prior to an issuance of a Certificate of Occupancy/Completion.
7. Dismantling, servicing, repairing, etc. of vehicles and/or equipment can only occur only within completely enclosed buildings.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
February 22, 2022.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2013-0222

[Legal Description and Map]

See following pages.



**Legal Description
Thiem Properties
Zoning**

Job No. 20-1404

3/5/2021

A portion of the Southwest Quarter of Section 22, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona more particularly described as follows:

BEGINNING at the West Quarter Corner of said Section 22, being marked by a 3" Maricopa County brass cap in handhole, from which the Southwest Corner of said Section 22, being marked by a 2" Maricopa County aluminum cap bears South 0 degrees 59 minutes 44 seconds East, 2615.42 feet;

thence along the North line of said Southwest Quarter, South 88 degrees 36 minutes 43 seconds East, 1304.85 feet to the Northeast Corner of the Northwest Quarter of said Southwest Quarter;

thence along the East line of the Northeast Corner of the Northwest Quarter of said Southwest Quarter South 0 degrees 46 minutes 55 seconds East, 954.82 feet;

thence along a line 30.00 feet North of and parallel with the South line of the North Half of the South Half of the Northwest Quarter of said Southwest Quarter, North 88 degrees 25 minutes 35 seconds West, 1246.43 feet;

thence North 44 degrees 42 minutes 40 seconds West, 21.68 feet;

thence South 89 degrees 00 minutes 16 seconds West, 40.00 feet;

thence along the West line of said Southwest Quarter, North 0 degrees 59 minutes 44 seconds West, 283.69 feet;

thence along the North line of the North Half of the South Half of the Northwest Quarter of said Southwest Quarter, South 88 degrees 29 minutes 18 seconds East, 264.29 feet;

thence along the West line of Parcel A of that Minor Land Division recorded in Book 1311, Page 11 of Maricopa County Records, North 0 degrees 59 minutes 44 seconds West, 150.18 feet;



thence along the South line of Parcel B of said Minor Land Division, North 88 degrees 29 minutes 18 seconds West, 264.29 feet;

thence along the West line of said Southwest Quarter, North 0 degrees 59 minutes 44 seconds West, 503.68 feet to the **POINT OF BEGINNING**.

Contains 1,200,237 square feet or 27.5536 acres, more or less.

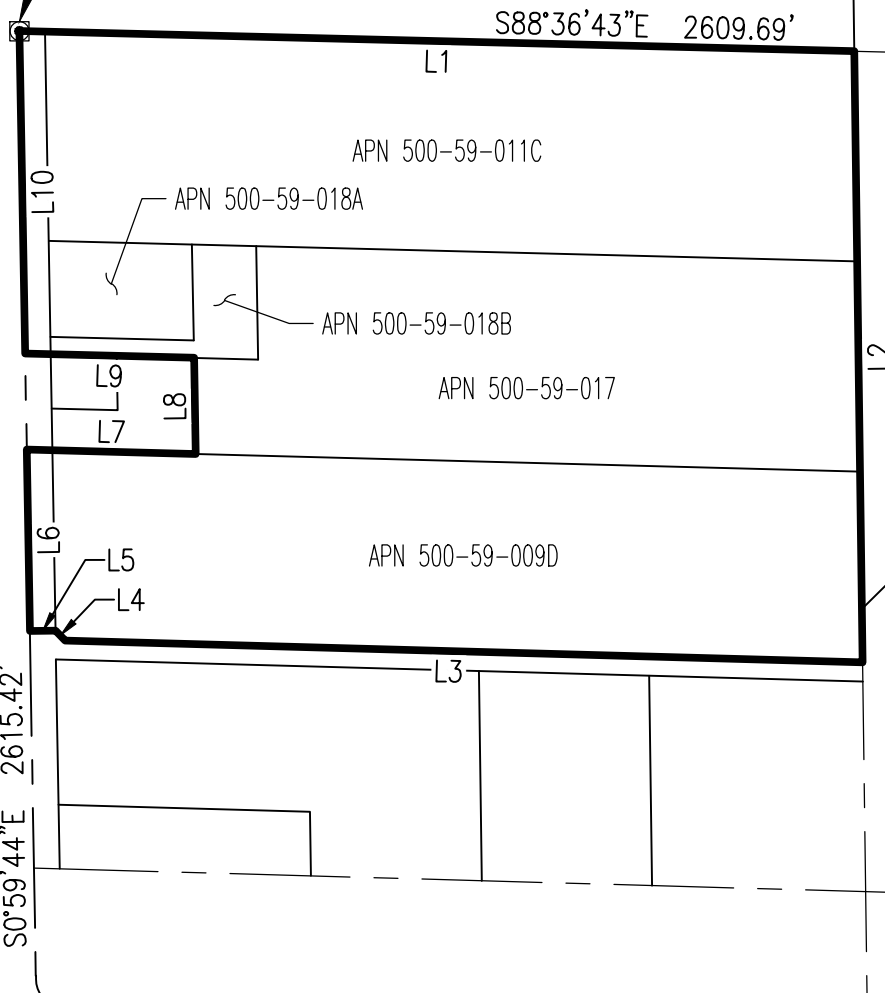


S LITCHFIELD RD

S0°59'44"E 2615.42'

W 1/4 COR, SEC 22
T1N, R1W, G&SRM

C 1/4 COR, SEC 22
T1N, R1W, G&SRM



LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°36'43"E	1304.85'
L2	S00°46'55"E	954.82'
L3	N88°25'35"W	1246.43'
L4	N44°42'40"W	21.68'
L5	S89°00'16"W	40.00'

LINE TABLE		
LINE	BEARING	LENGTH
L6	N00°59'44"W	283.69'
L7	S88°29'18"E	264.29'
L8	N00°59'44"W	150.18'
L9	N88°29'18"W	264.29'
L10	N00°59'44"W	503.68'

SW COR, SEC 22
T1N, R1W, G&SRM

20-1404

Thiem Properties
Zoning

Exhibit



1130 N Alma School Rd
Ste 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

CITY COUNCIL REPORT

SUBJECT: Public Hearing – M&P Transport Company – Conditional Use Permit – Application PL-21-0132

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director (623) 333-4011

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

Strategic Outcome Area: Creative and Sustainable Community Development

Strategy: Maintain and expand quality infrastructure and improve connectivity to city amenities.

PURPOSE:

City Council will hold a public hearing and consider a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of the property Galaxy II Land LLC, for approval of a Conditional Use Permit to allow for the operation of a truck and trailer fueling, dispatch and weighing station as part of its overall business operations on a 27.6-acre property generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road. The Council will take appropriate action.

BACKGROUND:

This proposed Conditional Use Permit (CUP) request is for the approximately 27.6 acres generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road. The property address is 3605 S. Litchfield Road and is identified by the Maricopa County Assessor's Office as parcel numbers 500-59-011C, -018A, -018B, -017, and -009D.

The subject property is currently zoned Agriculture (AG) and Manufactured Home Park (MH). There is a concurrent application (PL-21-0131) to rezone the subject property to General Industrial (A-1).

The General Plan Land Use Designation of the subject property is Industrial and Open Space/Aggregate Site; the open space portion of the property is located within the floodplain and is undevelopable.

The applicant is concurrently filing a Rezoning Application to change the property zoning from the current AG and MH zoning to an A-1 zoning designation. Under the Avondale Zoning Ordinance, some uses are not permitted by right in zoning districts but may be acceptable as conditional uses. A site-specific review is required of these conditional uses to determine if the location, design, scale and operation of the use is appropriate at a given location. Under the A-1 zoning, "truck and trailer fueling, dispatch and weighing stations" are only allowed with a Conditional Use Permit.

The applicant's operation uses pneumatic trailers that are dispatched to deliver construction materials such as cement, fly ash, and lime to its customers across Arizona and surrounding sites. The property will be developed by M&P Transport Company ("M&P"). M&P currently operates in Phoenix, Arizona on leased

property. M&P desires to find a larger property that it can own and that can accommodate its growing operations. M&P currently has approximately 150 employees that it would be bringing to the property to conduct its operations.

The existing uses and zoning of surrounding properties include:

NORTH: Zoned General Industrial (A-1); General Plan Designation Industrial

EAST: Zoned General Industrial (A-1); General Plan Designation Open Space/Aggregate Site

SOUTH: Zoned Agriculture (AG); General Plan Designation Industrial and Open Space/Aggregate Site

WEST: City of Goodyear Industrial

SUMMARY OF REQUEST:

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for “truck and trailer fueling, dispatch and weighing stations” as a portion of their overall business enterprises and there is a parallel application (PL-21-0131) to rezone the property to General Industrial (A-1).

PUBLIC PARTICIPATION:

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held at 6:00 P.M. on December 30, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Southwest Valley Arizona Republic, were completed in at least fifteen days prior to the meeting as required.

PLANNING COMMISSION ACTION:

Planning Commission conducted a public hearing on the request on January 19, 2022 and voted 6-0 to recommend approval of the proposed M&P Transport Company Conditional Use Permit subject to two (2) Staff recommended conditions.

ANALYSIS:

In order to grant a Conditional Use Permit, five (5) findings must be met as outlined in Zoning Ordinance Section 108.B. The burden of proof is on the applicant. Each finding is presented below along with Staff's analysis.

1. That the proposed use (a) is consistent with the land use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.

The developable portion of the property is designated with a General Plan land use of Industrial. The remaining portion on the rear/eastern part of the property is designated with a General Plan land use of Open Space and Parks, but is located within the Agua Fria River area and is not developable.

The Industrial land use category is “intended to provide employment opportunities for heavy manufacturing within enclosed or partially enclosed structures. This category is typically characterized by uses that may need special consideration and may include refining, assembly, fabrication of products, demolition, solar, or wholesaling. The areas designated for industrial uses have adequate transportation and activity access with an emphasis on minimal conflict with existing adjacent land uses.”

The application for the Conditional Use Permit is being processed concurrently with rezoning application (PL-21-0131) to General Industrial (A-1). If the rezoning application is approved Conditional Use Permit proposed by M&P to allow for the operation of a truck and trailer fueling, dispatch and weighing station is consistent with the General Plan and Zoning requirements

2. That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.

The surrounding area is planned and is being developed with Industrial type uses; this includes the City of Goodyear to the west. That said there is existing residential to the south and west of the site. The applicant has included enhanced landscaping adjacent to the parking area and the large truck parking, fuel station and

truck washing station have been located as far away from the residentially utilized property as possible on the site.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.

The proposed development meets the development standards for setbacks, buffering, parking, on-site circulation, landscaping, and screening as required by the Zoning Ordinance.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The development will have three (3) access points off of Litchfield Road. The two (2) northern driveways will be used primarily by the transport trucks that come and go to the property. The southern driveway will be used to access the gated employee parking area. The trips to and from the property will consist of the on-site employees and the transport trucks that are currently part of the operations.

The Traffic Impact Analysis (TIA) demonstrates minimal traffic impacts to the adjacent roadways. The TIA anticipated a trip generation of 721 vehicles per day during an average weekday. The proposed development is also anticipated to generate a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles per hour during the average evening peak hour of adjacent street traffic. Overall, the proposed M&P development will have no negative traffic impacts to the City infrastructure.

5. That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.

Staff's recommended conditions, several of which are standard for development of this type, address the following:

1. Ensuring the proposed use develops in accordance with the site plan, landscape plan, narrative and building elevations provided to the City and attached as exhibits to this staff report.
2. Per the Zoning Ordinance, the Conditional Use Permit will expire within two (2) years if the use has not commenced on the property.

Staff has also included a number of stipulations associated with the accompanying case PL-21-0131 Rezoning of the site which include:

1. Demolition of both existing residences on the property must be complete before the City will issue permits for new construction on the site.
2. All development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.
3. All off-site improvements shall be completed in the first phase of development.
4. The proposed improvements within the Flood Control District of Maricopa County (FCDMC) easements must be reviewed, approved, and permitted by FCDMC.
5. Maricopa County Department of Transportation (MCDOT) must review, approve, and permit Litchfield Road proposed right-of-way and improvements.
6. A 50-foot trail easement will be required along Agua Fria River via a Minor Land Division (MLD). The easement must be dedicated to the City of Avondale prior to an issuance of a Certificate of Occupancy/Completion.
7. Dismantling, servicing, repairing, etc. of vehicles and/or equipment can only occur within completely enclosed buildings.

DISCUSSION:

Staff recommends approval of the Conditional Use Permit request for the following reasons:

1. The proposed land use meets the five (5) required findings for a Conditional Use Permit in Section 108.B of the Zoning Ordinance.
2. Approval of the proposal will result in a development compatible with the Industrial General Plan designation, and the proposed General Industrial (A-1) designation.
3. The proposed Conditional Use Permit is in conformance with the Commercial and Industrial Design

Manual

4. The proposed land use will not be detrimental to persons residing or working in the area, on adjacent properties, or to the public welfare in general.
5. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.
6. The proposed land use will provide employment opportunities to residents.

BUDGET IMPACT:

No budget impacts at this time.

RECOMMENDATION:

City Council will conduct a public hearing and recommend **APPROVAL** Application PL-21-0132, a request for approval of a Conditional Use Permit to allow for the operation of a truck and trailer fueling, dispatch and weighing station as part of its overall business operations on a 27.6-acre property generally located one-half mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road, subject to the following two (2) conditions of approval:

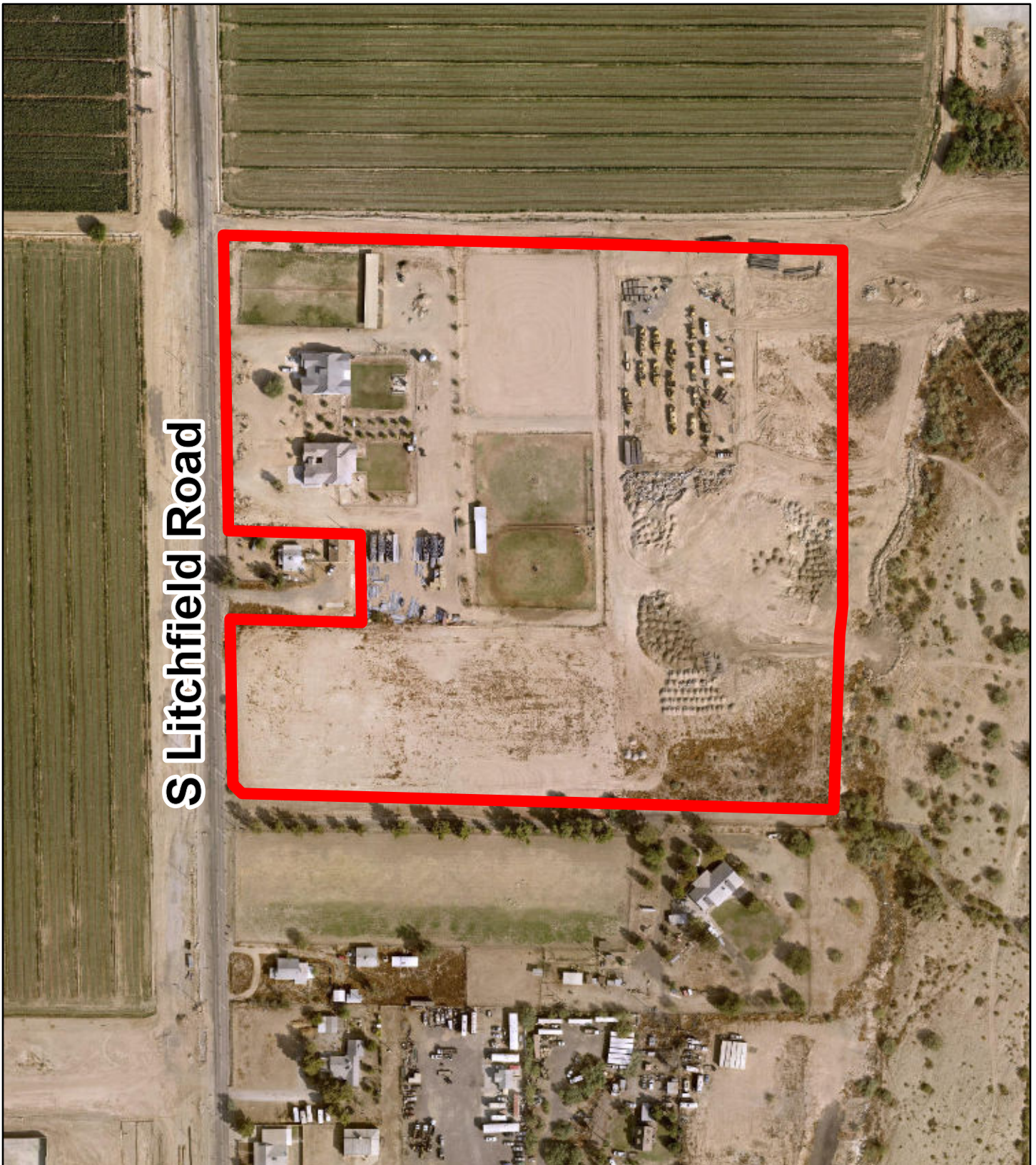
CONDITIONS OF APPROVAL:

1. Development and use of the site shall generally conform to the CUP narrative (dated December 22, 2021).
2. In accordance with Section 108 of the Zoning Ordinance, the CUP shall expire within two (2) years from the date of approval if the use has not commenced.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-21-0132 M&P Transport Company Conditional Use Permit subject to conditions two (2) conditions of approval as listed in the staff report

Contact person for document distribution: Eric Fitzer

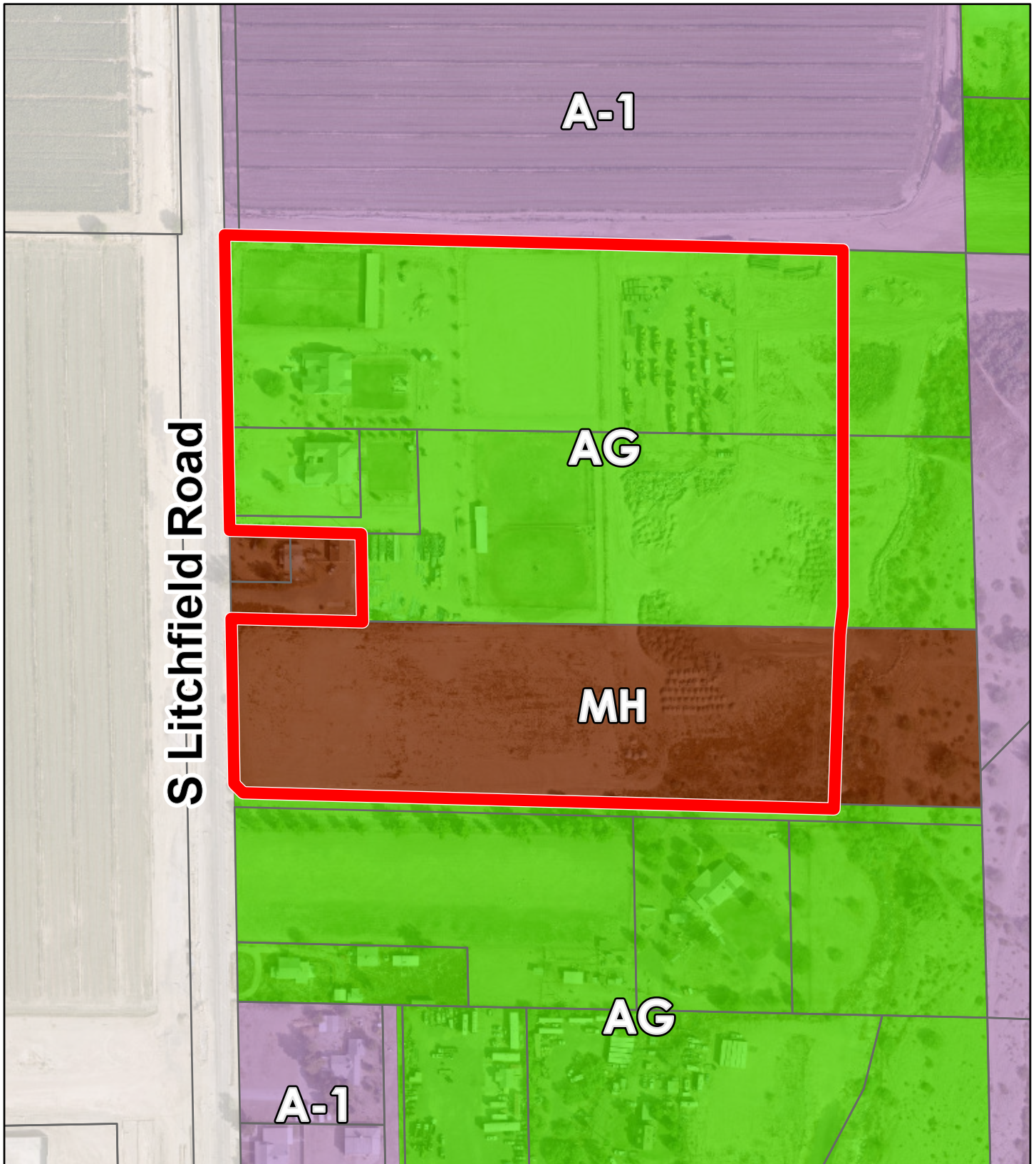


Aerial Photograph



Subject Property





S Litchfield Road

A-1

AG

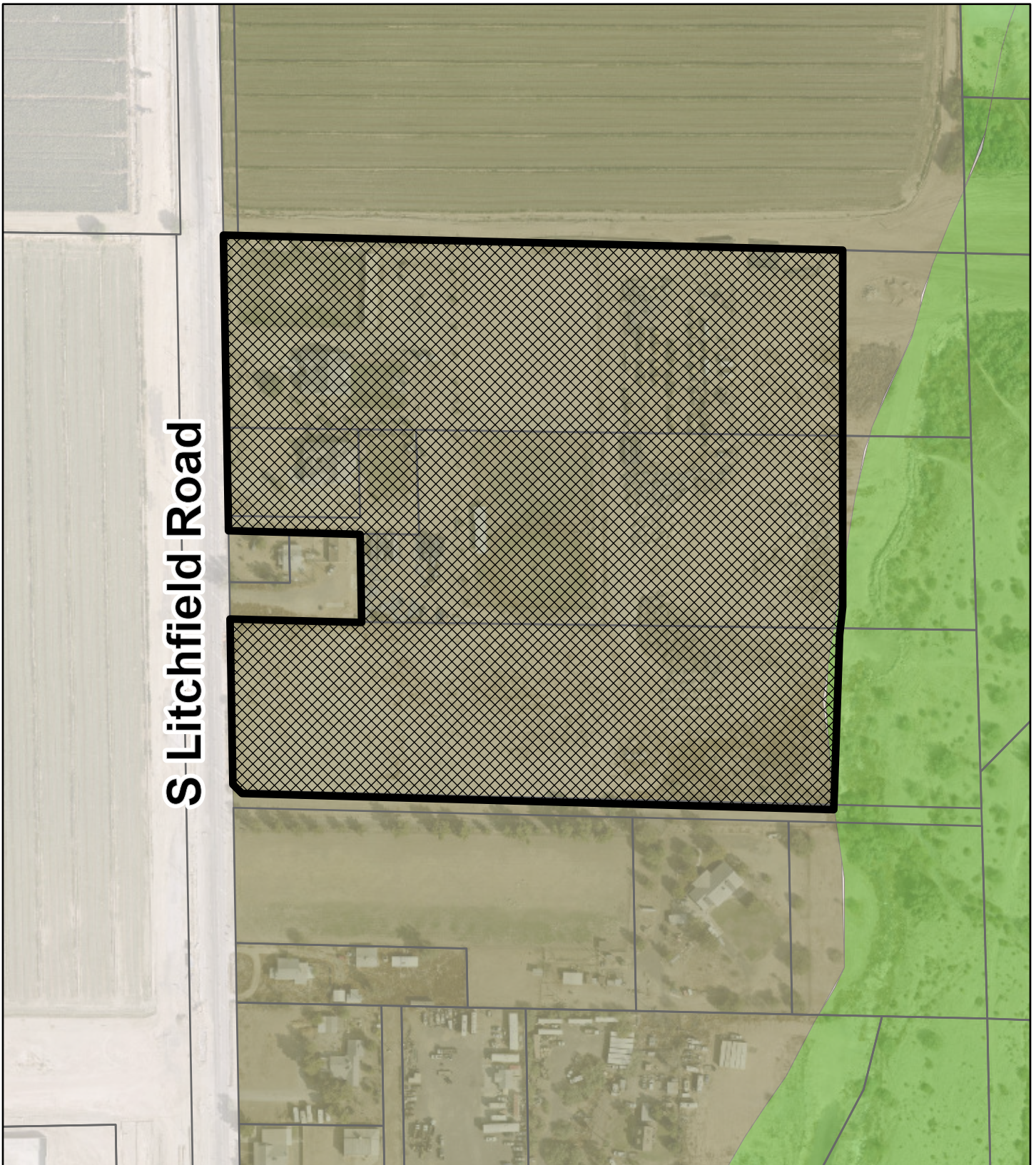
MH

A-1

AG

Zoning Vicinity



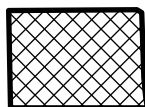


S Litchfield Road

General Plan Land Use



-  Open Space and Parks
-  Industrial



Subject Property



Electronically Submitted
December 22, 2021



**M&P
TRANSPORT**
Company, Inc.

Conditional Use Permit Application

City of Avondale

Case # PL-21-0132

1st Submittal: April 23, 2021

2nd Submittal: October 15, 2021

3rd Submittal: December 22, 2021

Applicant/Representative:



**TIFFANY
& BOSCO**
P.A.

Shaine Alleman
2525 E. Camelback Road
Phoenix, AZ 85016

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Exhibit A – Regional Context Aerial Map

Exhibit B – Context Aerial Map

Exhibit C – Existing Avondale General Plan Map

Exhibit D – Existing Avondale Zoning Map

I. PROJECT PROFILE

Project Name	M&P Transport Company
Property Owner	Galaxy II Land, LLC
Assessor Parcel Numbers	500-59-011C, -018A, -018B, -017, and -009D
Project Location	East of S. Litchfield Road and approximately ½ mile south of W. Lower Buckeye Road, Avondale, Arizona
Project Area	27.6 Acres (gross) 26.6 Acres (net)
Current Zoning	Agricultural (AG) & Manufactured Home Park (MH)
General Plan	Industrial & Open Space and Parks
Development Team	<u>Legal Counsel</u> Tiffany & Bosco, P.A. Shaine T. Alleman Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Architecture</u> Adaptive Architects, Inc. Vincent Di Bella, AIA, CSI 1630 S. Stapley Drive, #229 Mesa, Arizona 85204 <u>Engineering</u> EPS Group Daniel "Ox" Auxier 1130 N. Alma School Road, Suite 120 Mesa, Arizona 85201

II. INTRODUCTION

This proposed Conditional Use Permit request is for the approximately 27.6 acres (gross) generally located ½ mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road. The property address is 3605 S. Litchfield Road and is identified by the Maricopa County Assessor Office as parcel numbers 500-59-011C, -018A, -018B, -017, and -009D (the "Property").

The Property is currently zoned with a mixture of Agricultural (AG) and Manufactured Home Park (MH) in the City of Avondale (the "City"). It is also identified with a future land use designation of Industrial on the majority of the Property with the rear/eastern portion in the Agua Fria River area being Open Space and Parks in the Avondale General Plan 2030.

The Property will be developed by M&P Transport Company ("M&P"). M & P currently operates its successful operation in Phoenix, Arizona on leased property. M & P desires to find a larger property that it can own and that can accommodate its growing operations. M & P currently has approximately 150 employees that it would be bringing to the Property to conduct its operations. Its operation uses Pneumatic trailers that are dispatched to deliver construction materials such as cement, fly ash, and lime to its valued customers across Arizona and surrounding sites. No operations on the Property include the manufacturing or processing of any materials that are transported by the trucks. The vehicles leave the Property empty, pick up material at other off-site locations, deliver those materials, and then return to the Property empty.

M&P Transport has a high safety rate and pride themselves on exceeding their customers' expectations and conducting their operations in a safe, clean, and efficient manner. M&P is excited to collaborate with the City to bring a quality development with enduring value that will support the City for many years.

M&P is concurrently filing a Rezoning Application to change the Property zoning from the current AG and MH zoning to an A-1 zoning designation. Under the Avondale Zoning Ordinance, some uses are not permitted by right in zoning districts, but may be acceptable as conditional uses. A site-specific review is required of these conditional uses to determine if the location, design, scale and operation of the use is appropriate at a given location. Under the A-1 zoning, "truck and trailer fueling, dispatch and weighing stations" are only allowed with a Conditional Use Permit.

Since M&P is operating a business that will include truck and trailer fueling, dispatch and weighing as part of its overall business operations, it is required to process a Conditional Use Permit application to allow for this use in the A-1 zoning designation. As such, this Application is filed concurrently with the proposed A-1 Rezoning Application. The

approval of this application will allow for these proposed uses and will accommodate the development of M&P's successful truck transport business on the Property.

The Applicant is aware of the City's strategic goals for this area of the City and its desire to promote uses that will bring development and economic vitality, employment opportunities, and quality architectural character. This development is in a prime location for the existing and the proposed industrial uses.

This overall proposed request will conform to the A-1 zoning development standards and other guidelines outlined in the City's Commercial and Industrial Design Manual.

M&P intends to pursue immediate development of the Property as soon as possible. The site plan, land use and development standards will create a framework for M&P to develop a successful business that will accent the design and development goals for the surrounding area as stated in the General Plan 2030.

The prime location of the Property provides the opportunity to bring a quality development, increased employment opportunities, and economic benefits to the City of Avondale.

III. PROPERTY DESCRIPTION

Site Description

The Property is approximately 27.6 acres (gross) generally located ½ mile south of the Lower Buckeye Road and Litchfield Road intersection on the east side of Litchfield Road. The location provides an ideal opportunity for an industrial operation that is surrounded by future similar uses and near the Agua Fria River. The Property is surrounded by mostly large vacant properties with some agricultural uses supported by farm houses. (*Please see EXHIBIT A – Regional Aerial Context Map*).

As illustrated in *EXHIBIT B – Aerial Context Map*, the Property is comprised of five (5) that have two residential homes on the fronting on S. Litchfield Road on the northern portion of the Property and the rest being vacant.

The Property is currently zoned with a mixture of Agricultural (AG) and Manufactured Home Park (MH) in the City of Avondale. It is also identified with a General Plan land use designation of Industrial on the majority of the Property with the rear/eastern portion in the Agua Fria River area being Open Space and Parks in the Avondale General Plan 2030. (See attached *EXHIBIT C-City of Avondale General Plan Map* and *EXHIBIT D-City of Avondale Zoning Map*).

Relationship to Surrounding Properties

The Property is mostly surrounded by vacant property and agricultural uses with residential homes to the south. The following is the surrounding land use context:

- North:
 - o Jurisdiction - City of Avondale
 - o The property to the north is owned by IP Avondale Propco, LLC and is planned for a future industrial-type uses.
 - o The property is zoned as A-1 (Industrial) and the Avondale General Plan designates this properties as Industrial.
- East:
 - o Jurisdiction – City of Avondale
 - o The property to the east is owned by the City of Avondale and is the Agua Fria wash area.
 - o The property is zoned as A-1 (Industrial).
- South:
 - o Jurisdiction – City of Avondale
 - o The property to the south has agricultural uses, supportive residential, industrial, and some vacant property.

- o These properties are zoned as AG and A-1 with a General Plan land use of Industrial.
- West:
 - o Jurisdiction - City of Goodyear
 - o The property directly to the west of Litchfield Road is currently owned by SDC PHX I, LLC and is operated with the Stream Data Center. There is also a single-family residence east of Litchfield Road with a MH zoning designation.
 - o The properties west of Litchfield Road are zoned in the City of Goodyear as Industrial (I-1).

The nearby MC-85 and Interstate-10 Freeway provides prime regional access to the Property. Adequate water facilities for the industrial development currently exist in the surrounding roadways. Sewer services for the Property will be provided by septic.

Topography

There are no significant topographical or natural features of the property. The Property is undeveloped except for two residential homes built on the northern portion of the Property and fronting S. Litchfield Road. A Preliminary Grading and Drainage Report has been provided with the concurrent A-1 Rezoning Application to provide further information on the topographical conditions of the Property.

Current Circulation

The only developed street adjacent to the Property is S. Litchfield Road on the western boundary of the Property. This will be the primary road to access the Property. The developer will work with the City to ensure that all required right of way development standards are met.

Since the Property use is generating a low amount of traffic, it is anticipate that no negative effects from proposed industrial uses will occur on S. Litchfield Road.

Summary

Based on the current Property conditions and location, the proposed Conditional Use Permit use is appropriate for the location and character of the general area. The proposed M&P development will provide quality building design, appropriate landscape and buffering, which will enhance the Property and create positive impacts to the surrounding properties.

IV. DEVELOPMENT & USE DESCRIPTION

The proposed Conditional Use Permit and concurrent A-1 Rezoning Application will allow for the development of a long established and successful business on the Property. M&P will have economic value with opportunities for employment and economic vitality that will greatly enhance the City's value to the region.

The existing location of this proposal provides a perfect opportunity for M&P to find a new home for its business and also expand with similar types of industrial users on the Property. The approval of this request will allow for the operation of M & P's truck transport operation. Overall, the Property will follow the City's A-1 development standards, including those for walls and fences, screening, lighting, etc. The current material boards demonstrate that the proposed walls will be constructed using Concrete Masonry Block (Standard CMU-8x8x16, Ridgeline).

M & P currently has approximately 100-125 employees that it accommodates on the Property to conduct its operations. Its operation includes Pneumatic trailers that deliver construction materials such as cement, fly ash, and lime to its valued customers across Arizona and surrounding sites. The proposed uses will need to operate throughout the day and night, Monday through Saturday. Nighttime operations are minimal and include the return of some vehicles, as needed when returning from far locations. If any machinery use is required during nighttime hours, they will be conducted within the maintenance building where noises should not be heard outside of the building. This section will further explain the proposed site plan, landscaping and architectural design of the first phases of the development on the Property.

a. Conceptual Site Plan

A Conceptual Site Plan has been provided with this Application, which exhibits the proposed layout and design for the M&P portion of the Property. The southern portion of the Property will be reserved for future expansion of M&P and or other similar uses.

The initial development will consist of the following buildings:

- Office Building - Approximately 10,064 SF office building that will serve as the office space for employees and headquarters for the Property operations.
- Workshop Building – Approximately 13,025 SF workshop building that will be used for regular light maintenance of the trucks and the storage of related operations materials and related equipment.

Other areas will consist of a truck washing station, fuel station, material storage, and parking areas for the employees and the transport trucks used on a daily basis. Trucks to

the Property will have 24/7 access, but no persons will be allowed to sleep on-site in the trucks or otherwise.

The office building will be located near the northwest portion of the Property and will be used for various the administrative and office functions of the use. The workshop building is located east of the office building and will primarily be used to conduct maintenance activities for the transport trucks and to facilitate the trucking business's operations. To the east of the workshop building will be a truck washing station that will be used to regularly wash the transport trucks. The truck wash area will consist of hoses for washing the trucks, a wash rack, and drainage system.

To the south of the washing station is the fuel station used to fuel the trucks on a daily basis. All fuel pumps and related equipment will be property permitted per State and County requirements.

A gated parking area will be located near S. Litchfield Road and will be used for the employees. Another parking area fronting S. Litchfield Road and west of the office building will be used for visitor parking and any overflow employee parking needs. The total parking spaces for the employee area provided are 116 spaces with 5 ADA spaces.

The remainder of the parking areas on the center and eastern portion of the Property will be used for truck yard parking associated with M&P's use and will consist of 201 spaces. These larger vehicles will consist of Class 5-8 medium duty trucks. There will be approximately 60-70 – sixty foot (60') trucks and 15-20 – twenty to thirty foot (20'-30') trucks. The storage areas on the Property will contain general construct-type materials and will be screen as required by the City. These parking and storage areas will be secured and gated.

All parking will conform to the required Avondale Parking Standards, including all parking areas being appropriately paved with asphalt or concrete, as required.

The development will have three (3) access points off of Litchfield Road. The two (2) northern driveways will be used primary by the transport trucks that coming and going to the Property. The southern driveway will be used to access the gated employee parking area. The trips to and from the Property will consist of the on-site employees and the transport trucks that are currently part of the operations.

All required City development standard and design guidelines for A-1 General Industrial uses and development will be adhered to for future development. The end result will allow the Company to develop a vibrant industrial use while bringing more than one hundred jobs to the City of Avondale.

b. Conceptual Landscaping

Conceptual Landscape Plans have been provided with this Application to exhibit the proposed landscaping for the M&P development on the Property. As shown on these Plans, the required landscape buffering will be provided on S. Litchfield Road to create a pleasing and aesthetic environment when arriving on the Property.

All landscaping on the Property will be provided as required under the A-1 zoning development standards and the applicable Commercial and Industrial Design Manual standards, as shown on the provided Illustrative Landscape Plan.

c. Conceptual Architecture Design/Floor Plan

All buildings on the Property for the M&P development will consist of a modern, industrial aesthetic with consistent architectural theming throughout the site.

The main office building will contain consisting coloring of steel and concrete that is designed to have a modern feel and promotes pleasing aesthetics to passersby on S. Litchfield Road. Emphasis will be placed on providing architectural aesthetics that recognizes the placement of the office building on S. Litchfield Road and being viewed by those entering the Property. This will consist of a variety of colors and materials, unique placement of architectural features and windows, and varying rooflines.

As shown on the Materials and Elevations sheets provided with this Application, material for the office building will consist of a mixture of masonry, metals, exposed concrete, and steel beams/columns. Colors will consist of charcoal greys, Ridgeline, Black Mountain, and natural greys as shown on the Materials and Elevation Sheets.

The other shop building and material storage structures will consist of masonry block, metals, steel beams/columns, and exposed concrete. These building will have consistent colors of greys, Black Mountain, Ridgeline, and Iron-ic. All these are shown on the Materials and Elevations Sheets.

Overall, the architectural will be consistent with the applicable Commercial and Industrial Design Manual standards providing a quality aesthetic for the Property that will promote M&P's business operations and blend in with the current and future surrounding land uses in the area.

Floor Plans have also been provided with this Application exhibit the floor plan layouts of the main office building, shop building, material storage areas, fueling area, and shop/wash area.

V. INFRASTRUCTURE

a. Water Services

The City is the water service provider for the Property. Existing water infrastructure adjacent to the Property includes an 8-inch within S. Litchfield Road. As shown on the Preliminary Utility Plan provided with the concurrent A-1 Rezoning Application, water meters will be provided to the Property to provide water service for the fire sprinklers, landscaping, and other water requirements to the building. A 2-inch water line will be provided on-site to provide these water services. Additionally, an 8-inch water line loop system will be provided onsite to meet fire requirements. A Preliminary Water Report has also been provided to demonstrate the onsite demand of the M&P operations.

Precise locations for water connections and networks for any developments on the Property shall be determined at the required Site Plan phase. All infrastructure related to water services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Site Plan phase.

b. Sewer Services

There are no existing sewer lines near the Property. As such, sewer services on the Property will be provided by a private onsite septic tank and leach field system. A 4" water line will be provided to serve the septic tank and leach field, which will be located in the northeast area of the Property.

Precise locations for sewer connections and networks for any developments on the Property shall be determined at the required Site Plan phase.

c. Grading and Drainage

A Preliminary Master Drainage Report and Preliminary Grading and Drainage Plan is provided with the concurrent A-1 Rezoning Application submittal. The on-site retention requirements shall be per City of Avondale standards and will meet 100-year 2-hour storm event for both on-site and adjacent off-site flows, and dissipate the runoff through drywells. These retention basins will be expected to store enough volume equivalent to the runoff produced in a 100-year, 2-hour event. Historic flows may safely pass through or be routed around the Property.

d. Right-of-Way Improvements

The developer of the Property will construct the adjacent half-street improvements, as required, for S. Litchfield Road along the western boundary of the Property as shown on the Conceptual Site Plan. This will include curb, gutter, sidewalk, and landscaping as required by the Maricopa County.

e. Traffic

Primary access to the Property is provided by S. Litchfield Road, which is currently a two-lane undivided road with a posted speed limit of 45 mph adjacent to the proposed site. It provides a connection to Lower Buckeye Road and MC 85 north of the site for regional access. No through access currently exists to the south. There are also no paved east-west through routes south of Lower Buckeye Road.

Access from Litchfield Road will be provided by three (3) separate driveways, which will consist of the following:

- Access A (Main Truck Exit) – provides access to the office building, as well as a gated exit from the other uses.
- Access B (Main Truck Entry) – provides access to the office building, as well as a gated entrance to the other uses.
- Access C (Employee Entry) – provides gated access only to / from the employee parking area.

Gate control will be provided to restrict access to the areas beyond the main office building.

A Traffic Impact Statement dated February 26, 2021 (the "TIA") has been provided with the concurrent A-1 Rezoning Application, which demonstrates minimal traffic impacts to the adjacent roadways. The TIA anticipated a trip generation of 721 vehicles per day during an average weekday. The proposed development is also anticipated to generate a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles per hour during the average evening peak hour of adjacent street traffic. Overall, the rezoning and M&P development will have no negative traffic impacts to the City.

VI. CONDITIONAL USE PERMIT CRITERIA COMPLIANCE

Under Section 108 of the City's Zoning Ordinance, Conditional Use Permit requests must meet the criteria and requirements as outlined therein. This Application has met all of the requirements outlined in Section 108. Specifically, in Section 108.B.1 through 5 it lists "Required Findings" that must be met for the approval of the Conditional Use Permit. Below is a summary and description of how this Application meets those Findings.

1. *That the proposed use (a) is consistent with the land-use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in the general plan and (c) will be consistent with the desired character for the surrounding area.*

The developable portion of the Property is designated with a General Plan land use of Industrial. The remaining portion on the rear/eastern part of the Property is designated with a General Plan land use of Open Space and Parks, but is located within the Agua Fria River area and is not developable.

The Industrial land use category is "intended to provide employment opportunities for heavy manufacturing within enclosed or partially enclosed structures. This category is typically characterized by uses that may need special consideration and may include refining, assembly, fabrication of products, demolition, solar, or wholesaling. The areas designated for industrial uses have adequate transportation and activity access with an emphasis on minimal conflict with existing adjacent land uses."

As described in this Application and the concurrent A-1 Rezoning Application, the proposed M&P use is in conformance with this stated intent of the Avondale General Plan. This proposal will bring employment opportunities to the City and is in a prime location with nearby current and future-planned industrial/employment uses.

M&P has been designed with these goals in mind and has provided the framework for an attractive development that focuses on providing a quality industrial use and employment/economic opportunities for the City.

THE AVONDALE GENERAL PLAN 2030

The proposed rezoning Application and M&P development is consistent with a number of elements within the City's General Plan 2030 as follows.

LAND USE THEME – Land Use Element

GOAL 3: Promote a strong balance of high quality residential, employment, recreation, and educational land uses.

Policy D. Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.

***GOAL 4:** Ensure all land use decisions meet the long-term social and economic goals of the community.*

***GOAL 6:** Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.*

This development will provide a quality industrial and employment use that will encourage development of a large vacant portion of land within the City of Avondale. The development is positioned to provide further development that is compatible with the surrounding current and future-planned industrial and employment uses. The proposed development will help transform underutilized parcels of land into a modern industrial use that is compatible with the land use goals outlined above. The development will not only be aesthetically pleasing, but will also provide appropriate buffering and transitions to all adjacent land uses. These buffers will include following all required City of Avondale requirements for setbacks, landscape easements, and the amount of trees/shrubbery as determined during the Site Plan/Design Review Application. This will include a 30' landscape buffer fronting Litchfield Road and a 35' landscape buffer around the existing residential parcel to the west (as shown on the provided Conceptual Landscape Plans). Additionally, any future development on the south boundary of the Property will include a 75' building setback, wall requirements, and all required landscaping easements. This will provide further economic stability for this area and bring employment opportunities to the City.

ECONOMIC VITALITY THEME - Economic Element

***Goal 1:** Grow and diversify Avondale's economy and employment base through business retention, expansion and development.*

***Policy A.** Identify and recruit targeted growth sectors based upon an understanding of Avondale's current and projected economy with an emphasis on professional and technical employment.*

***Goal 2:** Create employment centers to attract businesses that match the City's economic targets.*

***Goal 3:** Enhance and market Avondale's business climate.*

***Goal 10:** Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities.*

M&P is a well-established business that is looking to relocate from Phoenix to Avondale, so it can expand its operations and continue to grow. The employment and economic benefits that M&P will provide as it continues to grow in Avondale will play an important

role in contributing to Avondale's economic goals and policies. The M&P development be provide another variety of industrial uses to this area and the City.

OPEN SPACE THEME – Open Space Element

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.

OPEN SPACE THEME – Recreational Amenities Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

The rezoning Application and M&P development preserves an important area of the Agua Fria wash area that provides usable and active open space to the City. The proposed rezoning will ensure that only the industrial General Plan area will be developed and that the open space area will be preserved as part of the overall Agua Fria wash area with its circulation trails, connectivity corridors, and natural vegetation.

- 2. That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.***

The surrounding area has been developed and is planned for other industrial and employment uses. This include several businesses to the south of the Property that operating as a landscaping business, vehicle and storage yards (not on asphalt/concrete surfaces), a construction company, and a large air conditioning company. These businesses have been operating in this area for some time. The few residences in the area have been surrounded by these uses for many years. The City of Goodyear to the west has also been planned for similar industrial land uses.

The Applicant has carefully determined the appropriate site plan configuration, architectural design, and the proposed uses for the Property, which will be compatible with all surrounding land uses. In fact, unlike the currently operating industrial businesses south of the Property, the Applicant is proposing to follow all City ordinance and regulations to ensure that the proper setbacks, landscaping, architecture, and other aesthetics are complied with to ensure a top-notch business operation and will be enhance the surrounding area from the dilapidated business operations and junk yards that have accumulated over the years.

Any noise will comply with the City of Avondale noise ordinance and be contained within the enclosed maintenance building. Dust will not be an issue as the Property will be paved where vehicles drive and park. Additionally, appropriate buffering and landscaping will be provided as required to all adjacent land uses. This provides the perfect opportunity for

the proposed development to bring a quality development that is designed in a way that is harmonious with the surrounding uses and is supported by current market conditions.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.

The approximate 27 acres and the mostly square shape of the Property provide adequate area to accommodate all aspects of the proposed use. As described herein, M&P's operations and site plan design demonstrate that all on-site circulation is safe and that all A-1 zoning development standards have been incorporated to ensure the appropriate setbacks, parking, screening, landscaping have been provided. The approval of this application will allow for these proposed uses and will accommodate the development of M&P's successful truck transport business on the Property.

This overall proposed request will conform to the A-1 zoning development standards and other guidelines outlined in the City's Commercial and Industrial Design Manual.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

The only developed street adjacent to the Property is S. Litchfield Road on the western boundary of the Property. This will be the primary road to access the Property. The developer will work with the City to ensure that all required right of way development standards are met.

The development will have three (3) access points off of Litchfield Road. The two (2) northern driveways will be used primary by the transport trucks that coming and going to the Property. The southern driveway will be used to access the gated employee parking area. The trips to and from the Property will consist of the on-site employees and the transport trucks that are currently part of the operations.

A gated parking area will be located near S. Litchfield Road and will be used for the employees. Another parking area fronting S. Litchfield Road and west of the office building will be used for visitor parking and any overflow employee parking needs. The remainder of the parking areas on the center and eastern portion of the Property will be used for truck parking associated with M&P's use. These areas will be secured and gated. All parking will conform to the required Avondale Parking Standards, including all parking areas being appropriately paved, as required.

The TIA demonstrates minimal traffic impacts to the adjacent roadways. The TIA anticipated a trip generation of 721 vehicles per day during an average weekday. The proposed development is also anticipated to generate a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles per

hour during the average evening peak hour of adjacent street traffic. Overall, the proposed M&P development will have no negative traffic impacts to the City.

5. That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.

Conceptual Landscape Plans have been provided with this Application to exhibit the proposed landscaping for the M&P development on the Property. As shown on these Plans, the required landscape buffering will be provided on S. Litchfield Road to create a pleasing and aesthetic environment when arriving on the Property.

All landscaping on the Property will be provided as required under the A-1 zoning development standards and the applicable Commercial and Industrial Design Manual standards, as shown on the provided Illustrative Landscape Plan.

This Application will provide a quality industrial and employment use that will encourage development of a large vacant portion of land within the City of Avondale. The development is positioned to provide further development that is compatible with the surrounding current and future-planned industrial and employment uses. The proposed development will help transform underutilized parcels of land into a modern industrial use that is compatible with the land use goals outlined herein. The development will not only be aesthetically pleasing, but will also provide appropriate buffering and transitions to all adjacent land uses.

All noises on the Property will comply with the City of Avondale noise ordinance and requirements. Vehicle maintenance noises are anticipated to occur on the Property, but these will all be contained within the enclosed maintenance building.

While the M&P Transport operations include the delivery of different building materials, these materials are not manufactured or processed on the Property. The transport vehicles leave the Property empty and return empty after picking up and delivering materials off-site.

As such, any potential adverse effect will be mitigated.

VII. CONCLUSION

The proposed Conditional Use Permit with the concurrent A-1 Rezoning Application will provide a quality industrial area with employment and economic opportunities for the City. The Applicant is aware of the great economic and development opportunities that exist here and that are recognized by the City of Avondale. M&P intends to work in partnership with the City to ensure that its goals and policies are met.

With M&P moving its business operations to the City of Avondale it desires to create a development that will be in place for a long time and wants to be a good neighbor and business operation for the City. M&P is confident that the proposed Conditional Use Permit and A-1 zoning will provide the foundation for moving forward with a quality development at this location.

As shown in this Application, the M&P development will complement the surrounding existing uses and the anticipation of future complementing uses. The design and layout of the Concept Plan demonstrates the design and open space elements that will be an important part of creating this developments.

As discussed herein, the proposed Conditional Use Permit and Rezoning Application is consistent with many of the policies of the City of Avondale's General Plan 2030 and demonstrates that the development will follow Avondale Design Standards and Guidelines and continue the tradition of quality development in the City of Avondale. M&P looks forward to continuing to work in partnership with the City to bring a development that the City will be proud of for years to come.



Exhibit A – Regional Context Aerial Map
M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.

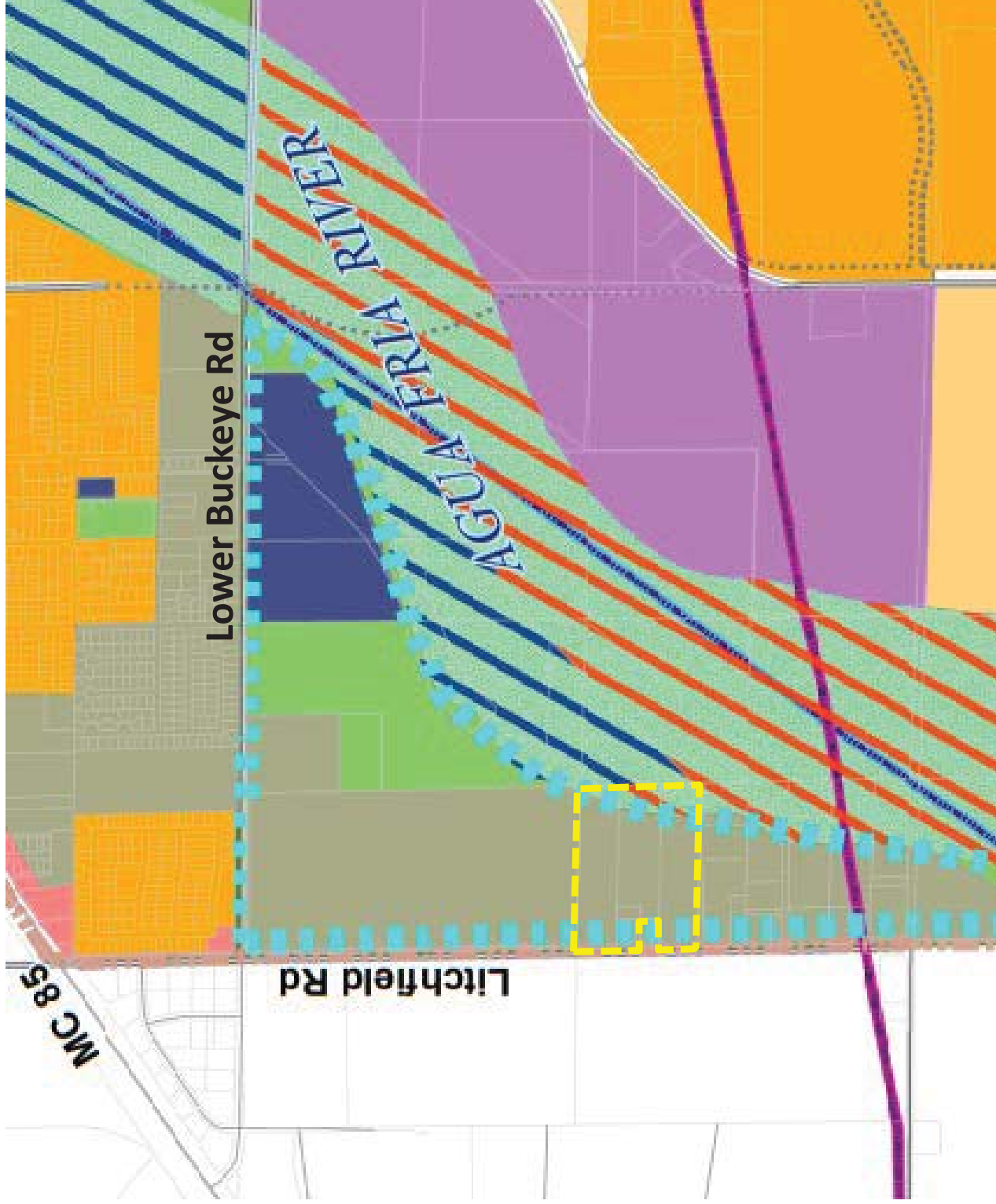


APNs: 500-59-009D, 500-59-011C, 500-59-017, 500-59-018A, 500-59-018B
Acres: 27.6 (Gross)

Exhibit B – Context Aerial Map
M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.



GENERAL PLAN

Legend

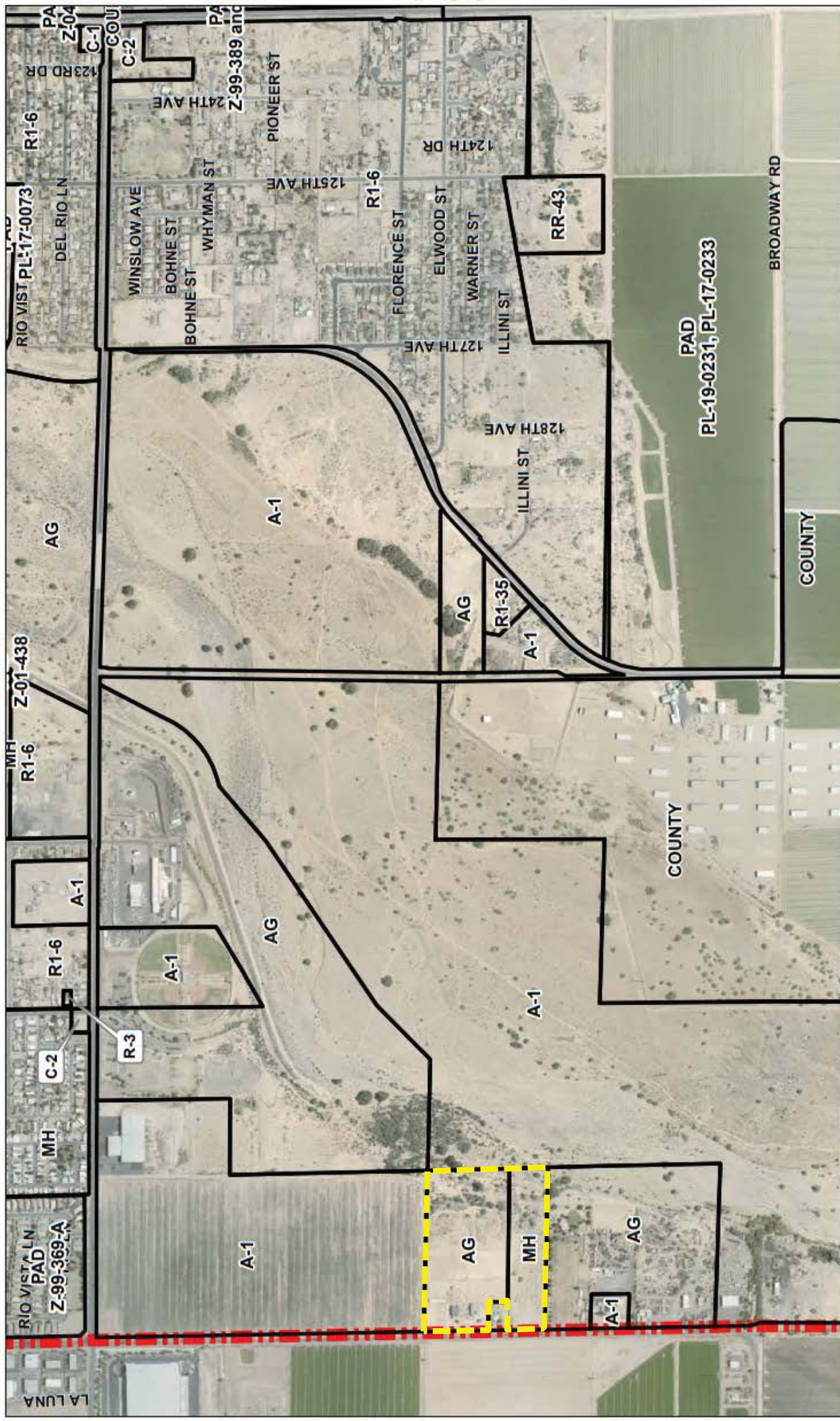


Land Use

- Rural Low Density Residential
- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Historic Avondale District
- Sports and Entertainment
- Office/Professional
- Industrial
- Business Park
- Corporate Park
- Gila River Scenic District
- Open Space and Parks
- Public/Civic
- Education

Aggregate Sites

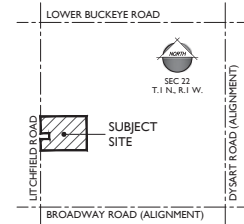
- Existing (diagonal lines)
- Potential Sites - Privately Owned Land (red diagonal lines)
- Potential Sites - Publicly Owned Land (blue diagonal lines)



PRELIMINARY SITE PLAN FOR M & P TRANSPORT

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

VICINITY MAP
N.T.S.



PROJECT TEAM

DEVELOPER:
VALENTE CONTRACTING, INC.
3635 S. 43RD AVENUE
PHOENIX, AZ 85009
TEL: (602)-278-3696
CONTACT: MICHAEL VALENTE
michaelv@mjvd.net

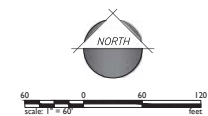
CIVIL ENGINEER:
EPS GROUP, INC.
1130 N. ALMA SCHOOL, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
CONTACT: DANIEL AUXIER, P.E.
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sta@tblaw.com

ARCHITECT:
ADAPTIVE ARCHITECTS
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MESA, AZ 85204
TEL: (480)-655-0633
CONTACT: VINCENT DI BELLA, AIA, CSI
vince@adaptivearchitectsinc.com

PROJECT DATA

APN:	500-59-1 (IC) 018A 018B, 07, 09D
EXISTING GENERAL PLAN:	INDUSTRIAL
EXISTING ZONING:	IC 19H
PROPOSED ZONING:	A-1
GROSS AREA:	27.6 AC (1,200,327 SF)
NET AREA:	26.6 AC (1,156,879 SF)
FLOOR AREA:	
OFFICE	10,008 SF
WORKSHOP	2,643 SF
TOTAL	22,651 SF
LOT COVERAGE:	2.0% OF NET AREA
PARKING REQUIRED:	
OFFICE	36 SPACES (1 PER 250 SF)
AUTO TRUCK REPAIR	29 SPACES (1 PER 500 SF)
TOTAL	59 SPACES
PARKING PROVIDED:	
STANDARD	116 SPACES
ADA	5 SPACES (1 VAN)
TRUCK YARD	20 SPACES
TOTAL	322 SPACES
REQUIRED LANDSCAPE AREA:	115,688 SF (10% OF NET AREA)
PROVIDED LANDSCAPE AREA:	151,642 SF (13.1% OF NET AREA)



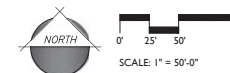
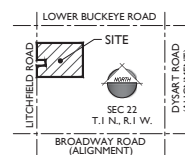


KEYNOTES

- 1 PROPERTY SCREEN WALL (SEE ARCH FOR ELEVATION AND MATERIALS)
- 2 PARKING SCREEN WALL (SEE ARCH FOR ELEVATION AND MATERIALS)
- 3 DECORATIVE VEHICULAR PAVING

VICINITY MAP

N.T.S.



PLANT LEGEND

SYMBOL TREES	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
	Acacia farnesiana 'Sierra Sweet'	Sweet Acacia	24" Box	9
	Caesalpinia cacticola 'Smoothie'	Thornless Cascalote	24" Box	7
	Chilopsis linearis	Desert Willow	24" Box	23
	Parkinsonia florida	Blue Palo Verde	24" Box	30
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box	14

SHRUBS/ACCENTS	COMMON NAME	SIZE
<i>Asclepias tuberosa</i>	Desert Milkweed	5 Gal
<i>Bouteloua gracilis</i>	Blonde Ambition	5 Gal
<i>Calliandra californica</i>	Baja Fairy Dust	5 Gal
<i>Dasylium wheeleri</i>	Desert Spoon	5 Gal
<i>Ericameria laevis</i> "Aguirre"	Turpentine Bush	5 Gal
<i>Hesperaloe parviflora</i> "Brakeknights"	Brakeknights Red Yucca	5 Gal
<i>Larrea tridentata</i>	Crescote Bush	5 Gal
<i>Opuntia violacea</i> "Santa Rita"	Purple Prickly Pear	5 Gal
<i>Ruellia peninsularis</i>	Desert Ruellia	5 Gal
<i>Senna artemisioides</i>	Feathery Cassia	5 Gal
<i>Simmondsia chinensis</i> "Vista"	Compact Jojoba	5 Gal

GROUNDCOVERS	COMMON NAME	SIZE
<i>Eremophila prostrata</i> 'Outback Sunrise'	'Outback Sunrise'	1 Gal
<i>Lantana montevidensis</i>	Trailing Purple Lantana	1 Gal
<i>Lantana</i> x 'New Gold' <i>with Rhinorea</i>	New Gold Lantana	1 Gal

MATERIAL		QTY
	"Santa Fe Gold" Decomposed Granite or Equal 3/4" Screened 2" Depth Min.	85.360 S.F.

LANDSCAPE DATA

GROSS SITE AREA	27.6 ACRES
NET SITE AREA	26.6 ACRES

REQUIRED LANDSCAPE AREA: 115,688 S.F. (10% NET SITE AREA)
 PROVIDED LANDSCAPE AREA: 151,634 S.F. (13.1% NET SITE AREA)

CITY OF AVONDALE PLANT DATA

UTCHFIELD ROAD FRONTAGE (325 L.F.)	REQUIRED	PROVIDED
1 TREE/25 L.F. OF STREET FRONTAGE	13 TREES	13 TREES
10 SHRUBS/25 L.F. OF STREET FRONTAGE	130 SHRUBS	130 SHRUBS
30' LANDSCAPE SETBACK (325 L.F.)	REQUIRED	PROVIDED
1 TREE/20 L.F. OF LANDSCAPE SETBACK	16 TREES	16 TREES
10 SHRUBS/20 L.F. OF LANDSCAPE SETBACK	163 SHRUBS	163 SHRUBS
35' LANDSCAPE BUFFER (485 L.F.)	REQUIRED	PROVIDED
1 TREE/15 L.F. OF PROPERTY BOUNDARY	33 TREES	33 TREES
3 SHRUBS/15 L.F. OF PROPERTY BOUNDARY	97 SHRUBS	97 SHRUBS

PARKING AREA		REQUIRED	PROVIDED
0'	1 TREE/PARKING ISLAND	25 TREES	25 TREES
	5 SHRUBS/PARKING ISLAND	125 SHRUBS	125 SHRUBS

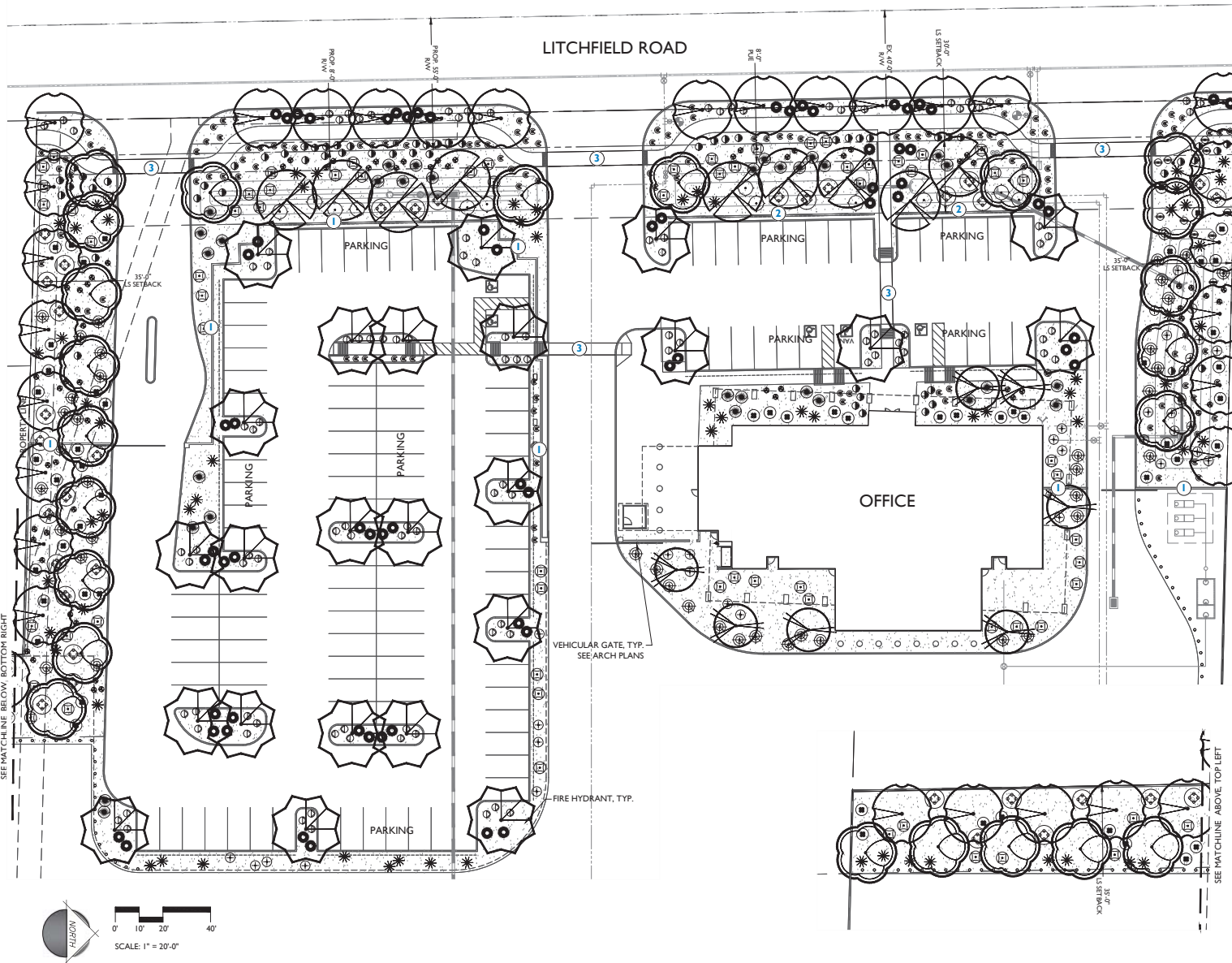


L-1.01
12.20.2021





L-1.02
12.20.2021



PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
TREES				
	<i>Acacia farnesiana</i> 'Sierra Sweet'	Sweet Acacia	24" Box	9
	<i>Caesalpinia calacal</i> 'Smoothie'	Thornless Casahuate	24" Box	7
	<i>Chilopsis linearis</i>	Desert Willow	24" Box	23
	<i>Parkinsonia florida</i>	Blue Palo Verde	24" Box	30
	<i>Prosopis hybrid</i> 'Phoenix'	Thornless Mesquite	24" Box	24

SHRUBS/ACCENTS	COMMON NAME	SIZE	QTY
	<i>Acletolepis subulata</i>	Desert Milkweed	5 Gal 56
	<i>Bouteloua gracilis</i>	Blonde Ambition	5 Gal 67
	<i>Callandria californica</i>	Baja Fairy Duster	5 Gal 31
	<i>Daylirion wheeleri</i>	Desert Spoon	5 Gal 66
	<i>Ericameria laevis</i> 'Aguirre'	Turpentine Bush	5 Gal 10
	<i>Hesperaloe parviflora</i> 'Brakeights'	Brakeights Red Yucca	5 Gal 120
	<i>Larrea tridentata</i>	Cresote Bush	5 Gal 33
	<i>Opuntia violacea</i> 'Santa Rita'	Purple Prickly Pear	5 Gal 42
	<i>Ruellia peninsularis</i>	Desert Ruellia	5 Gal 69
	<i>Senna artemisioides</i>	Feathery Cassia	5 Gal 12
	<i>Simmondsia chinensis</i> 'Vista'	Compact Jojoba	5 Gal 34

GROUNDCOVERS		COMMON NAME	SIZE	QTY
	Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal	42
	Lantana montevidensis	Trailing Purple Lantana	1 Gal	60
	Lantana x 'New Gold'	New Gold Lantana	1 Gal	110

SYMBOL	MATERIAL	QTY
	'Santa Fe Gold' Decomposed Granite or Equal	85,360 S.F.
	3/4" Screened 2" Depth Min.	

LANDSCAPE DATA

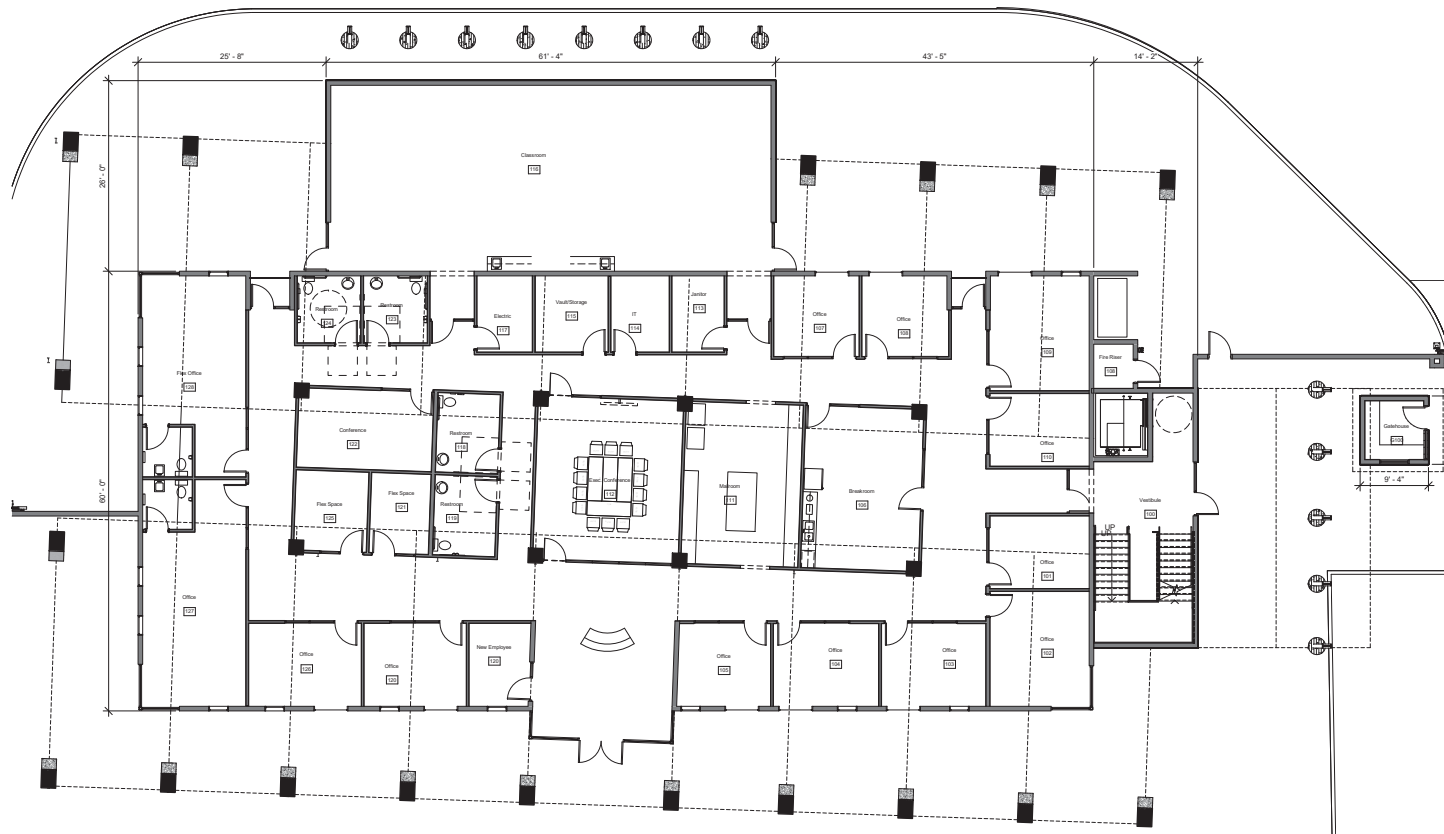
GROSS SITE AREA	27.6 ACRES
NET SITE AREA	26.6 ACRES
REQUIRED LANDSCAPE AREA:	115,688 S.F. (10% NET SITE AREA)
PROVIDED LANDSCAPE AREA:	151,634 S.F. (13.1% NET SITE AREA)

CITY OF AVONDALE PLANT DATA

LITCHFIELD ROAD FRONTAGE (325 L.F.)	REQUIRED	PROVIDED
1 TREE/25 L.F. OF STREET FRONTAGE	13 TREES	13 TREES
10 SHRUBS/25 L.F. OF STREET FRONTAGE	130 SHRUBS	130 SHRUBS
30' LANDSCAPE SETBACK (325 L.F.)	REQUIRED	PROVIDED
1 TREE/20 L.F. OF LANDSCAPE SETBACK	16 TREES	16 TREES
10 SHRUBS/20 L.F. OF LANDSCAPE SETBACK	163 SHRUBS	163 SHRUBS
35' LANDSCAPE BUFFER (485 L.F.)	REQUIRED	PROVIDED
1 TREE/15 L.F. OF PROPERTY BOUNDARY	33 TREES	33 TREES
3 SHRUBS/15 L.F. OF PROPERTY BOUNDARY	97 SHRUBS	97 SHRUBS
PARKING AREA	REQUIRED	PROVIDED
1 TREE/PARKING ISLAND	25 TREES	25 TREES
5 SHRUBS/PARKING ISLAND	125 SHRUBS	125 SHRUBS

KEYNOTES

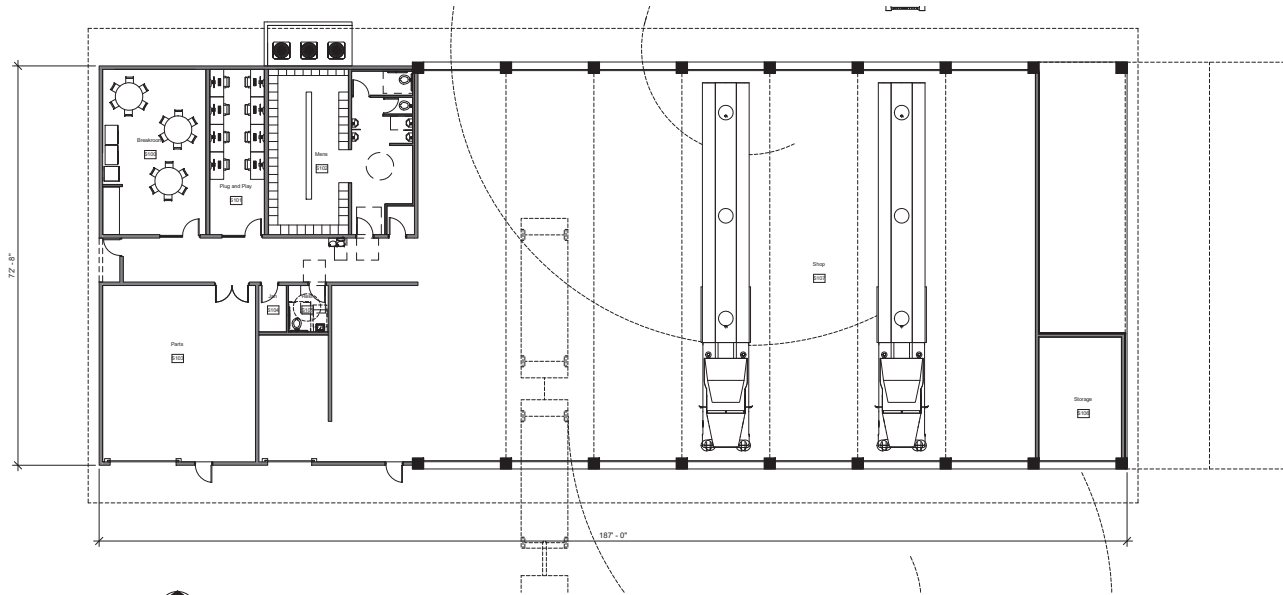
- PROPERTY SCREEN WALL (SEE ARCH FOR ELEVATION AND MATERIALS)
- PARKING SCREEN WALL (SEE ARCH FOR ELEVATION AND MATERIALS)
- DECORATIVE VEHICULAR PAVING



① Office Floor Plan
1/8" = 1'-0"



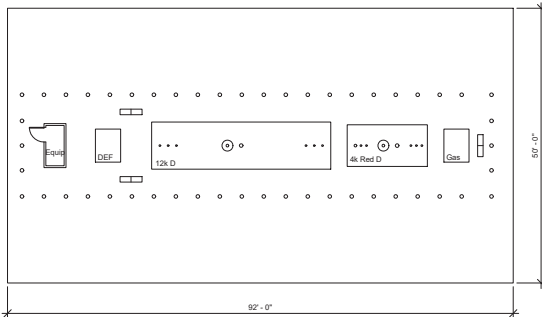
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Phase: Schematic Design							
M and P Transport 3605 S. Litchfield Rd. Avondale, AZ 85323							
New Office Floor Plan							
Project Number: 2103	Revisions: <table><thead><tr><th>Number</th><th>Description</th><th>Date</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr></tbody></table>	Number	Description	Date			
Number	Description	Date					
Date: 7/30/2021	Sheet Number: A1.0						



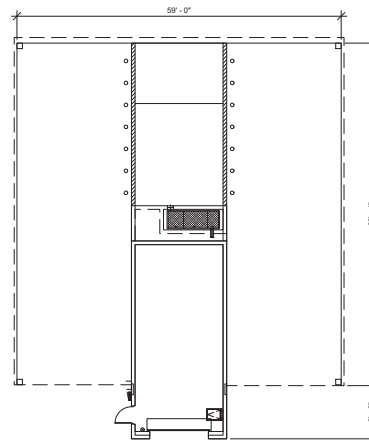
① Shop
3/32" = 1'-0"



② Material Storage Yard
3/32" = 1'-0"



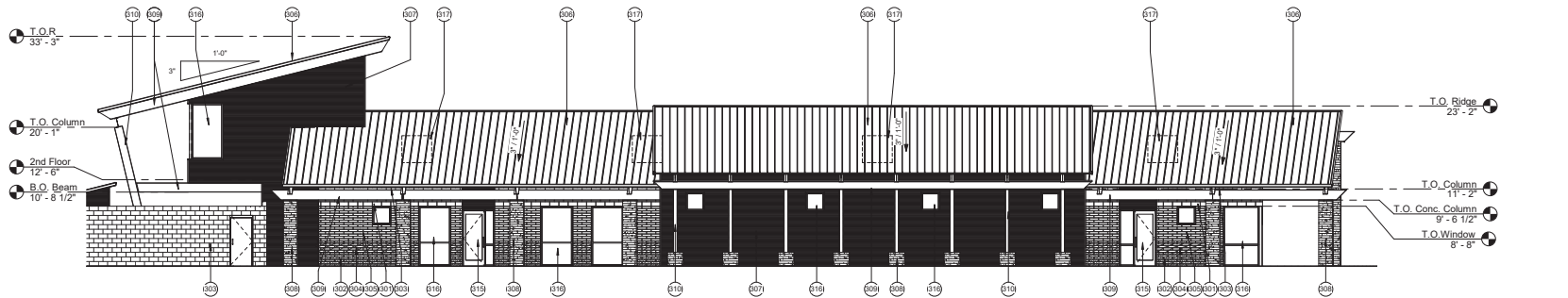
③ Fuel Island
3/32" = 1'-0"



④ Wash Station
3/32" = 1'-0"

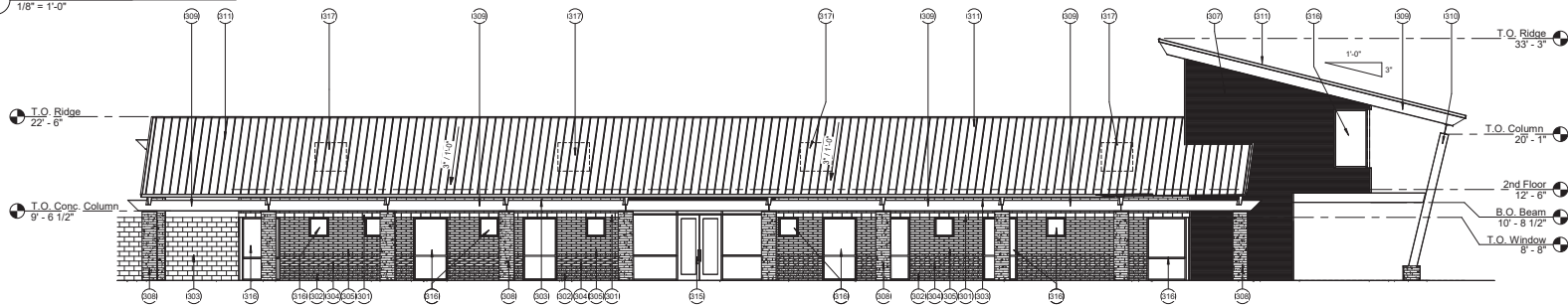


PRELIMINARY NOT FOR CONSTRUCTION		adaptive ARCHITECTS 1332 S. Wapiti Drive Suite 200 Avondale, AZ 85326 480-951-8353 www.adaptivearchitects.com	
Phase: Schematic Design		M and P Transport 3605 S. Litchfield Rd. Avondale, AZ 85323	
New Shop/Misc Floor Plans			
Project Number: 2103	Revision: Number Description Date	Sheet Number: A1.1	
Date: 7/30/2021			



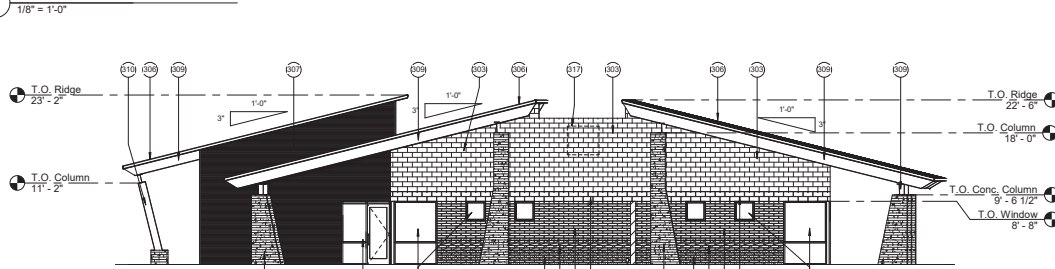
① Office - East Elevation

1/8" = 1'-0"



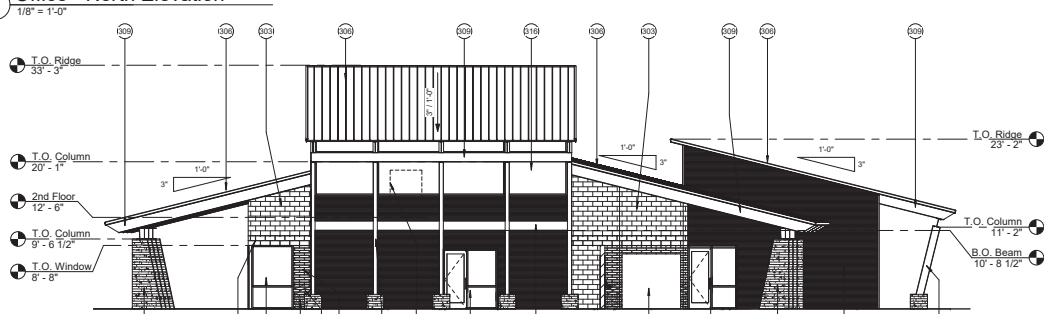
② Office - West Elevation

1/8" = 1'-0"



③ Office - North Elevation

1/8" = 1'-0"



④ Office - South Elevation

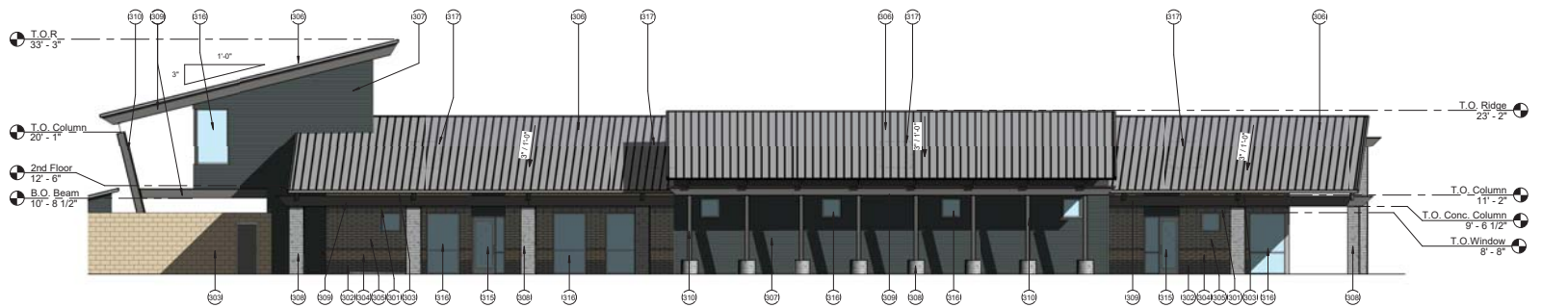
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES	
301	8" X 8" X 16" CMU - STANDARD CMU - COLOR: BLACK MOUNTAIN
302	4" X 8" X 16" CMU - STANDARD CMU - COLOR: BLACK MOUNTAIN
303	8" X 8" X 16" CMU - STANDARD CMU - COLOR: RIDGELINE
304	4" X 8" X 16" CMU - STANDARD CMU - COLOR: RIDGELINE
305	4" X 8" X 16" CMU - STANDARD CMU - COLOR: CHARCOAL
306	1 1/2" STANDING SEAM METAL ROOF - ATAS METALS - COLOR/FINISH: ACRYLIC COATED GALVALUME
307	METAL WALL PANEL - ATAS METALS - TYPE: METAFOR - COLOR: CHARCOAL GREY
308	EXPOSED CONCRETE COLUMN - BOARD-FORMED FINISH - NATURAL COLOR
309	EXPOSED STEEL BEAM - PAINT TO MATCH DUNN EDWARDS DE1811 - IRON-IC
310	EXPOSED STEEL BEAM - PAINT TO MATCH DUNN EDWARDS DE1811 - IRON-IC
311	1 1/2" STANDING SEAM METAL ROOF - ATAS METALS - COLOR/FINISH: DOVE GREY
315	ALUMINUM FRAMED ENTRANCE AND STOREFRONT - COLOR/FINISH: ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
316	ALUMINUM FRAMED STOREFRONT - COLOR/FINISH: ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
317	DASHED LINE REPRESENTS CONDENSING UNIT ON ROOF. UNIT IS COMPLETELY SCREENED
318	ELECTRICAL SERVICE ENTRANCE SECTION: PAINT TO MATCH DOORS

MATERIAL LEGEND:

	4' X 8' X 16" CMU STANDARD CMU COLOR: BLACK MOUNTAIN
	4' X 8' X 16" CMU STANDARD CMU COLOR: RIDGELINE
	4' X 8' X 16" CMU STANDARD CMU COLOR: CHARCOAL
	8' X 8' X 16" CMU STANDARD CMU COLOR: RIDGELINE
	8' X 8' X 16" CMU STANDARD CMU COLOR: BLACK MOUNTAIN
	CONCRETE COLUMN BOARD-FORMED FINISH COLOR: NATURAL
	ATAS METAL WALL PANEL METAFOR PANEL COLOR: CHARCOAL GREY

PRELIMINARY NOT FOR CONSTRUCTION		adaptive ARCHITECTS 1032 S. Republic Drive Suite 200 Avondale, AZ 85326 480-943-4457 www.adaptivearchitects.com	
		Phase: Schematic Design	
		M and P Transport 3605 S. Litchfield Rd. Avondale, AZ 85323	
		Office Exterior Elevations	
Project Number: 2103	Revisions: Number	Description	Sheet Number: A3.0
Date: 7/30/2021			



EXTERIOR ELEVATION KEYNOTES

301	8" X 8" X 16" CMU - STANDARD CMU - COLOR: BLACK MOUNTAIN
302	4" X 8" X 16" CMU - STANDARD CMU - COLOR: BLACK MOUNTAIN
303	8" X 8" X 16" CMU - STANDARD CMU - COLOR: RIDGELINE
304	4" X 8" X 16" CMU - STANDARD CMU - COLOR: RIDGELINE
305	4" X 8" X 16" CMU - STANDARD CMU - COLOR: CHARCOAL
306	1 1/2" STANDING SEAM METAL ROOF - ATAS METALS - COLOR: FINISH - ACRYLIC COATED GALVALUME
307	METAL WALL PANEL - ATAS METALS - TYPE: METAFOR - COLOR: CHARCOAL GREY
308	EXPOSED CONCRETE COLUMN - BOARD FORMED FINISH - NATURAL COLOR
309	EXPOSED STEEL BEAM - PAINT TO MATCH DUNN EDWARDS DETE111 - IRONIC
310	EXPOSED STEEL COLUMN - PAINT TO MATCH DUNN EDWARDS DETE111 - IRONIC
311	1 1/2" STANDING SEAM METAL ROOF - ATAS METALS - COLOR: FINISH - ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
312	ALUMINUM FRAMED ENTRANCE AND STOREFRONT - COLOR: FINISH - ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
313	ALUMINUM FRAMED STOREFRONT - COLOR: FINISH - ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
314	DASHED LINE REPRESENTS CONDENSING UNIT ON ROOF UNIT IS COMPLETELY SCREENED
315	ELECTRICAL SERVICE ENTRANCE SECTION; PAINT TO MATCH DOORS

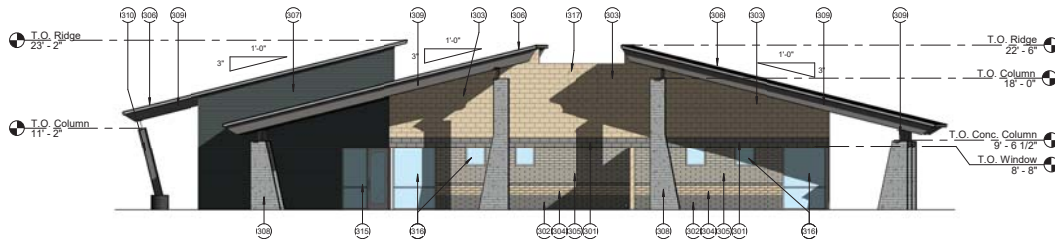
1 Office - East Elevation Colored

1/8" = 1'-0"



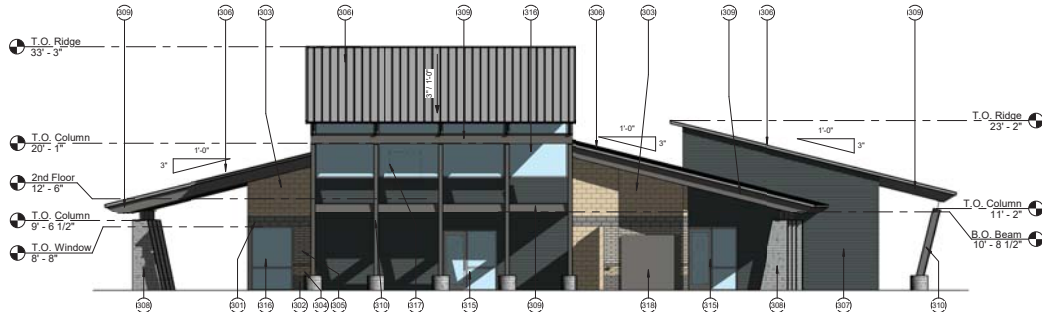
2 Office - West Elevation Colored

1/8" = 1'-0"



3 Office - North Elevation Colored

1/8" = 1'-0"



4 Office - South Elevation Colored

1/8" = 1'-0"

MATERIAL LEGEND:

	4' X 8' X 16' CMU - STANDARD CMU - COLOR: BLACK MOUNTAIN
	4' X 8' X 16' CMU - STANDARD CMU - COLOR: RIDGELINE
	4' X 8' X 16' CMU - STANDARD CMU - COLOR: CHARCOAL
	8' X 8' X 16' CMU - STANDARD CMU - COLOR: RIDGELINE
	8' X 8' X 16' CMU - STANDARD CMU - COLOR: BLACK MOUNTAIN
	CONCRETE COLUMN - BOARD FORMED FINISH - COLOR: NATURAL
	ATAS METAL WALL PANEL - METAFOR PANEL - COLOR: CHARCOAL GREY

PRELIMINARY
NOT FOR
CONSTRUCTION



Photo:
Schematic Design

M and P Transport
3605 S. Litchfield Rd.
Avondale, AZ 85323

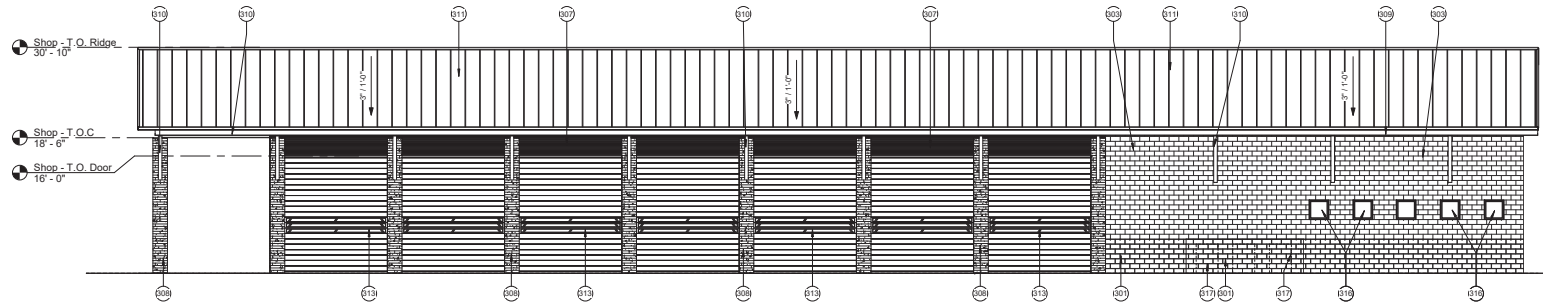
Office Exterior Elevations

Project Number:	Revisions:	Sheet Number:
2103	Number Description Date	A3.1
Date:		

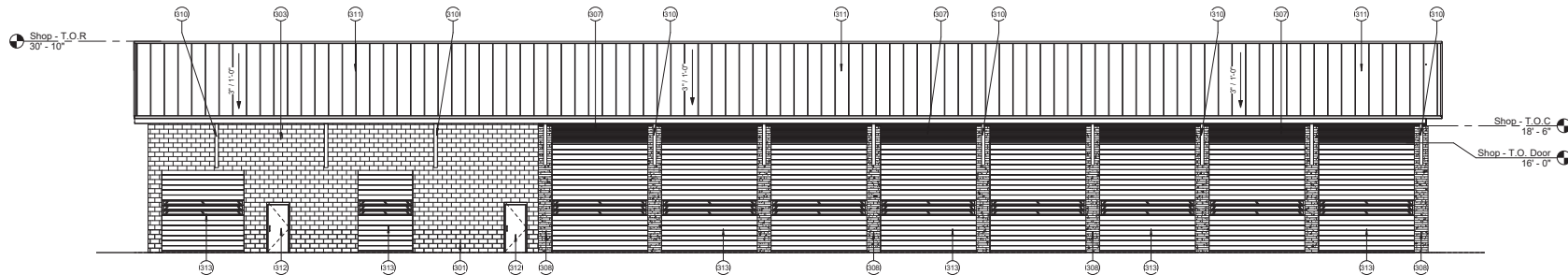
7/30/2021

EXTERIOR ELEVATION KEYNOTES

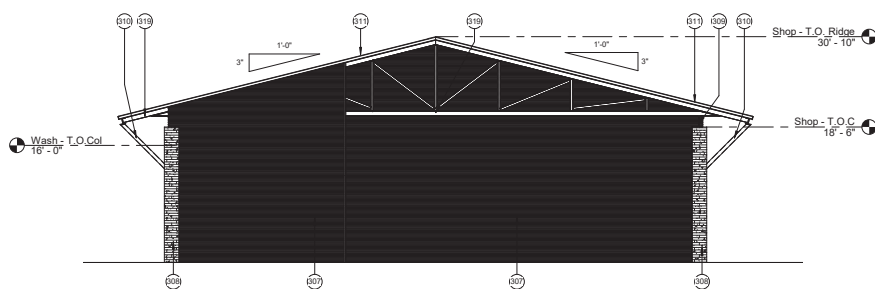
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303	8" X 8" X 16" CMU - STANDARD CMU - COLOR: RIDGELINE
307	METAL WALL PANEL - ATAS METALS - TYPE: METAFOR - COLOR: CHARCOAL GREY
308	EXPOSED CONCRETE COLUMN - BOARD-FORMED FINISH - NATURAL COLOR
309	EXPOSED STEEL BEAM - PAINT TO MATCH DUNN EDWARDS DET111 - IRONIC
310	EXPOSED STEEL COLUMN - PAINT TO MATCH DUNN EDWARDS DET111 - IRONIC
311	1 1/2" STANDING SEAM METAL ROOF - ATAS METALS - COLOR/FINISH: DOW GREY
312	HOLLOW METAL DOOR AND FRAME - PAINT TO MATCH EXPOSED STEEL
313	OVERHEAD COILING DOOR WITH GLAZING - ALUMINUM FINISH
315	ALUMINUM FRAMED ENTRANCE AND STOREFRONT - COLOR/FINISH: ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
316	ALUMINUM FRAMED STOREFRONT - COLOR/FINISH: ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
317	DASHED LINE REPRESENTS CONDENSING UNIT ON ROOF. UNIT IS COMPLETELY SCREENED
319	EXPOSED STEEL TRUSS - PAINT TO MATCH DUNN EDWARDS DET111 - IRONIC



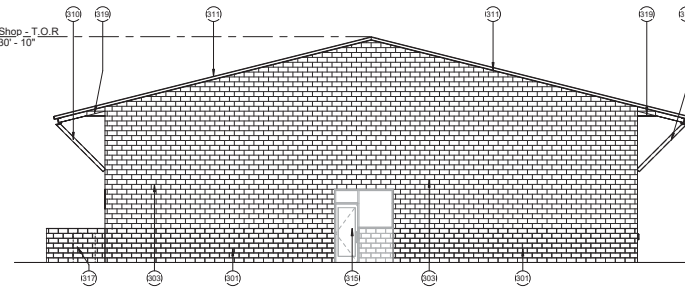
1 Shop - North Elevation
1/8" = 1'-0"



2 Shop - South Elevation
1/8" = 1'-0"



3 Shop - East Elevation
1/8" = 1'-0"



4 Shop - West Elevation
1/8" = 1'-0"

MATERIAL LEGEND:

	4" X 8" X 16" CMU STANDARD CMU COLOR: BLACK MOUNTAIN
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	8" X 8" X 16" CMU STANDARD CMU COLOR: BLACK MOUNTAIN
	CONCRETE COLUMN BOARD-FORMED FINISH COLOR: NATURAL
	ATAS METAL WALL PANEL METAFOR PANEL COLOR: CHARCOAL GREY

PRELIMINARY
NOT FOR
CONSTRUCTION



Phase:
Schematic Design

M and P Transport
3605 S. Litchfield Rd.
Avondale, AZ 85323

Shop Exterior Elevations

Project Number:	Revisions:	Sheet Number:
2103	Number Description Date	A3.2
Date:		

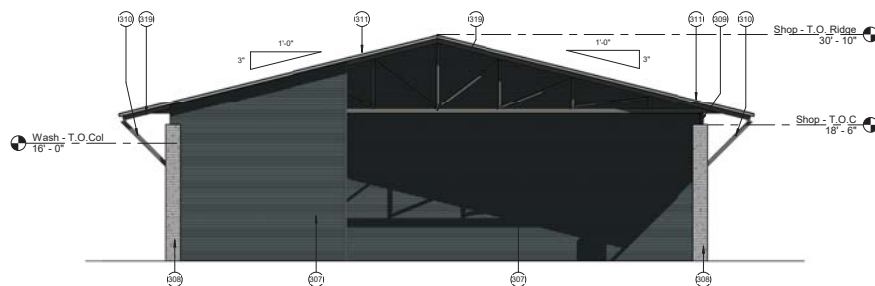
7/30/2021



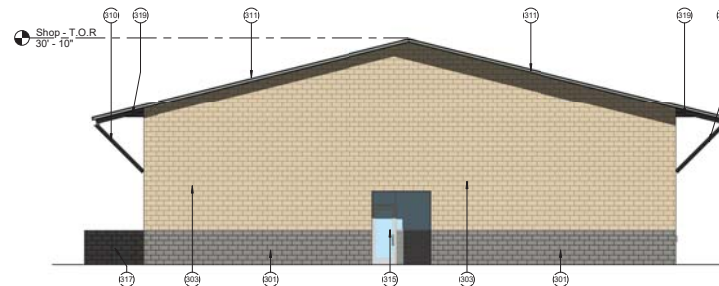
1 Shop - North Elevation Colored
1/8" = 1'-0"



2 Shop - South Elevation Colored
1/8" = 1'-0"



3 Shop - East Elevation Colored
1/8" = 1'-0"



4 Shop - West Elevation Colored
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES	
301	8" X 8" X 16" CMU - STANDARD CMU - COLOR: BLACK MOUNTAIN
303	8" X 8" X 16" CMU - STANDARD CMU - COLOR: RIDGELINE
307	METAL WALL PANEL - ATAS METALS - TYPE: METAFOR - COLOR: CHARCOAL GREY
308	EXPOSED CONCRETE COLUMN - BOARD-FORMED FINISH - NATURAL COLOR
309	EXPOSED STEEL BEAM - PAINT TO MATCH DUNN EDWARDS DETB11 - IRON-4
310	EXPOSED STEEL COLUMN - PAINT TO MATCH DUNN EDWARDS DETB11 - IRON-4
311	1" X 12" STANDING SEAM METAL ROOF - ATAS METALS - COLOR/FINISH: DOWS GREY
312	HOLLOW METAL DOOR AND FRAME - PAINT TO MATCH EXPOSED STEEL
313	OVERHEAD COILING DOOR WITH GLAZING - ALUMINUM FINISH
315	ALUMINUM FRAMED ENTRANCE AND STOREFRONT - COLOR/FINISH: ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
316	ALUMINUM FRAMED STOREFRONT - COLOR/FINISH: ANODIZED ALUMINUM - GLAZING: 1" THICKNESS
317	DASHED LINE REPRESENTS CONDENSING UNIT ON ROOF. UNIT IS COMPLETELY SCREENED
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MATERIAL LEGEND:

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	CONCRETE COLUMN BOARD-FORMED FINISH COLOR: NATURAL
	ATAS METAL WALL PANEL METAFOR PANEL COLOR: CHARCOAL GREY

PRELIMINARY
NOT FOR
CONSTRUCTION

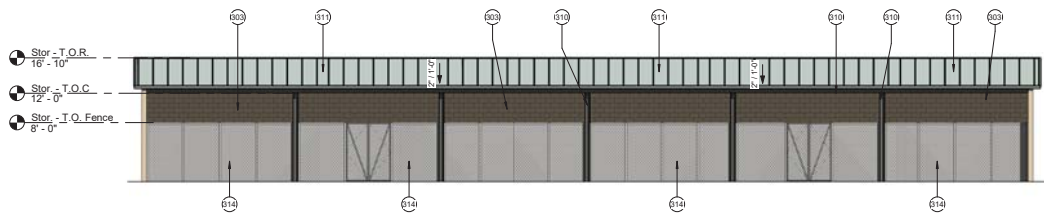


Photo:
Schematic Design

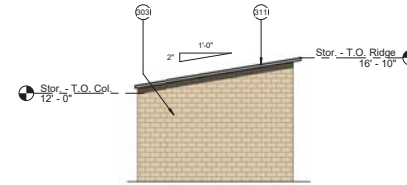
M and P Transport
3605 S. Litchfield Rd.
Avondale, AZ 85323

Shop Exterior Elevations

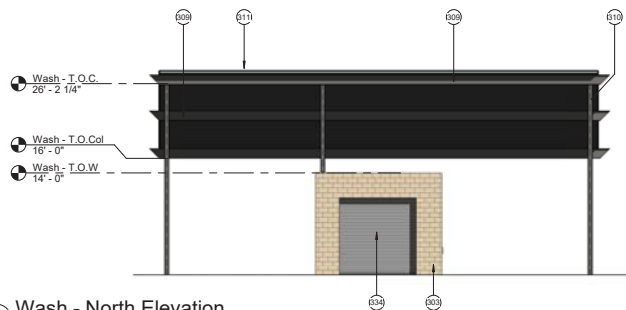
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2103				A3.3
Date:				
7/30/2021				



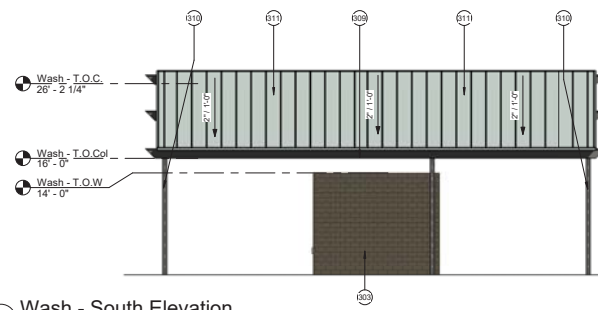
① Material Storage - East Elevation
1/8" = 1'-0"



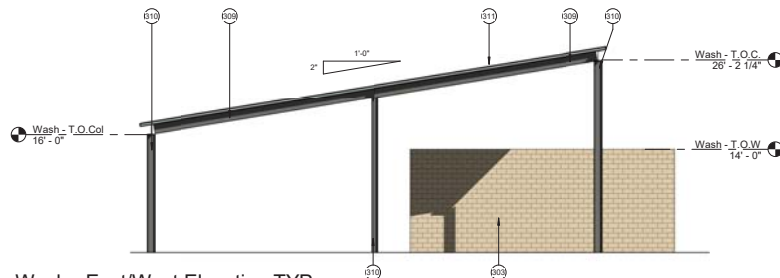
② Material Storage - North/South Elevation TYP
1/8" = 1'-0"



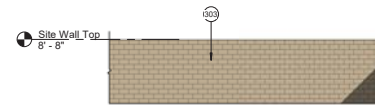
③ Wash - North Elevation
1/8" = 1'-0"



④ Wash - South Elevation
1/8" = 1'-0"



⑤ Wash - East/West Elevation TYP
1/8" = 1'-0"



⑥ Site CMU Wall TYP.
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES	
303	8" X 8" X 16" CMU - STANDARD CMU - COLOR: RIDGELINE
309	EXPOSED STEEL BEAM - PAINT TO MATCH DUNN EDWARDS DUTY 111 - IRON-5
310	EXPOSED STEEL COLUMN - PAINT TO MATCH DUNN EDWARDS DUTY 111 - IRON-5
311	1-1/2" STANDING SEAM METAL ROOF - ATAS METALS - COLOR/FINISH: DOVE GREY
314	CHAIN LINK FENCE
334	OVERHEAD ROLL-UP DOOR - CLEAR ALUMINUM FINISH

MATERIAL LEGEND:	
	4" X 8" X 16" CMU STANDARD CMU COLOR: BLACK MOUNTAIN
	4" X 8" X 16" CMU STANDARD CMU COLOR: CHARCOAL
	4" X 8" X 16" CMU STANDARD CMU COLOR: RIDGELINE
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	CONCRETE COLUMN BOARD-FORMED FINISH COLOR: NATURAL
	ATAS METAL WALL PANEL METAFOR PANEL COLOR: CHARCOAL GREY

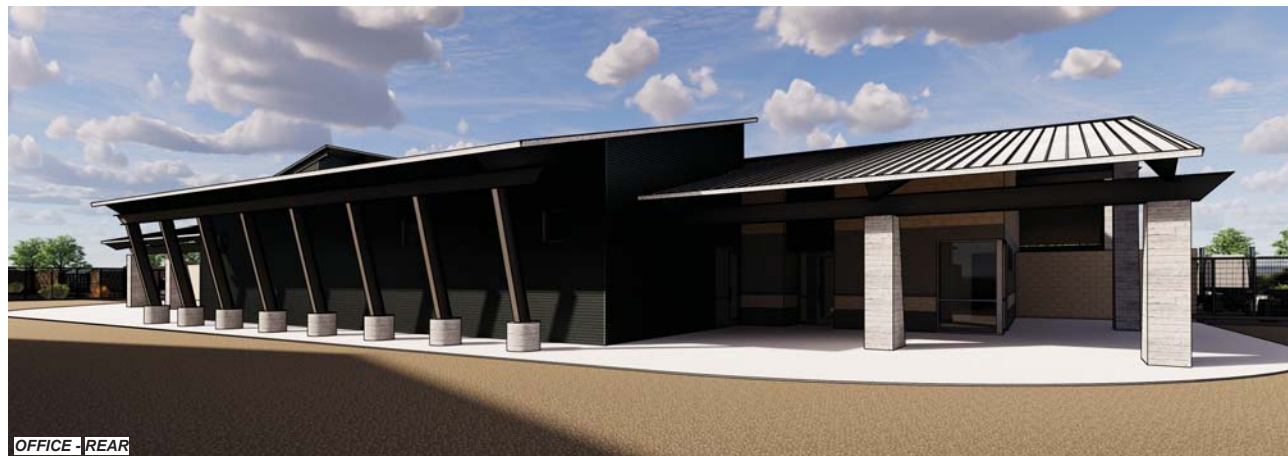
PRELIMINARY NOT FOR CONSTRUCTION	 adaptive ARCHITECTS						
	Project: Schematic Design						
M and P Transport 3605 S. Litchfield Rd. Avondale, AZ 85323							
Misc. Building Elevations							
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Revisions	Description	Date					
Date: 7/30/2021	Sheet Number: A3.4						



OFFICE - ENTRY



OFFICE - YARD ENTRY



OFFICE - REAR

PRELIMINARY NOT FOR CONSTRUCTION		 adaptive ARCHITECTS 1332 S. Tropicana Drive Suite 200 Mesa, AZ 85204 480-967-4433 www.adaptivearchitects.com							
		Phase: Schematic Design							
M and P Transport 3605 S. Litchfield Rd. Avondale, AZ 85323									
Office Renderings									
Project Number: 2103	Revisions: <table><thead><tr><th>Number</th><th>Description</th><th>Date</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr></tbody></table>		Number	Description	Date				Sheet Number: A5.6
Number	Description	Date							
Date: 7/30/2021									



SHOP - ENTRY



SHOP - REAR

PRELIMINARY NOT FOR CONSTRUCTION	 adaptive ARCHITECTS 1332 S. Tropicana Drive Suite 200 Avondale, AZ 85326 480-943-8433 www.adaptivearchitects.com				
Phase: Schematic Design					
M and P Transport 3605 S. Litchfield Rd. Avondale, AZ 85323					
Shop Renderings					
Project Number: 2103	Revisions: <table><thead><tr><th>Number</th><th>Description</th><th>Date</th></tr></thead></table>	Number	Description	Date	Sheet Number: A5.7
Number	Description	Date			
Date: 7/30/2021					



MATERIAL STORAGE



WASH STATION

PRELIMINARY NOT FOR CONSTRUCTION	 adaptive ARCHITECTS 13131 S. Topanga Drive Suite 210 West LA AZ 85323 (480) 951-0033 www.adaptivearchitects.com								
		Phase: Schematic Design							
M and P Transport 3605 S. Litchfield Rd. Avondale, AZ 85323									
Misc. Building Renderings									
Project Number: 2103	Revisions: <table><thead><tr><th>Number</th><th>Description</th><th>Date</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr></tbody></table>		Number	Description	Date				Sheet Number: A5.8
Number	Description	Date							
Date: 7/30/2021									



December 31, 2021

Eric Fitzer, Planning Manager/Zoning Administrator
City of Avondale
Development and Engineering Services
11465 W Civic Center Drive
Avondale, AZ 85323

**RE: PL-21-0131 & PL-21-0132 - M&P Transport, Rezoning & CUP Applications
December 31th, 2021 Neighborhood Meeting Summary**

Dear Mr. Fitzer:

The purpose of this letter is to inform you that our firm held a neighborhood meeting for the M&P Transport Rezoning and CUP Applications (*Case numbers: PL-21-0131 & -0132*) for the approximately 27.6 acre site located ½ mile south of Lower Buckeye Road and Litchfield Road (the "Property"). The meeting was held on Thursday, December 30th, 2021 at 6:00pm via Zoom Teleconference (as scheduled by the City of Avondale).

The neighborhood meeting was hosted by Shaine T. Alleman of Tiffany & Bosco and Michael Valente of M&P Transport, to review the proposed applications and answer questions regarding the project. Eric Fitzer, Avondale Planning Manager/Zoning Administrator, was also present and available for City-oriented questions.

The following individuals attended from the public:

- Margie White (and daughter), Avondale Resident
- Jason & Renee Keele, Avondale Resident

Mr. Alleman began the neighborhood meeting by presenting an overview of the project including reviewing the development process and timing, the conceptual site plan, and conceptual elevations and renderings. The remainder of the meeting was open for discussions and questions from the public. The following is summary of that discussion.

Margie White:

- Margie asked when the south parcel zoned as MH and expressed that she wanted to make sure that the MH zoning was being removed with this process and zoned for A-1. Eric said he would look into when it was rezoned. Shaine confirmed that the south parcel is included in the Rezoning Application.
- Margie asked about the upcoming General Plan Process that the City would undertake for the General Plan Update. Eric explained what that process would look like for the next update of the City General Plan.
- Margie asked about the parcels south of the M&P property and their residences and why they were zoned as AG, but operating as industrial uses and not



following City regulations. Eric stated that he didn't know if there was legal conforming status with these south properties and would discuss with the proper City departments.

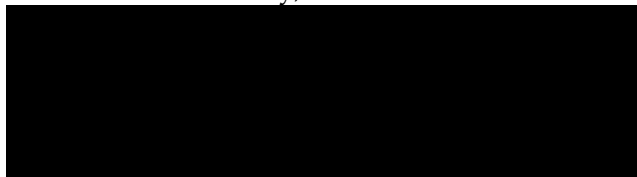
- Margie asked Eric about the potential for "cooling asphalt" because she is concerned with the "heat island effect" Eric stated that he would look into options related to this.
- Margie asked about the broken barbed wire fence on the south parcel the Applicant property and about cleaning up the City-owned 30' ROW adjacent to her property. Shaine said the Property owner is committed to working with the City and the neighbors to repair any fences that are their responsibility. Eric said he would look into the fence and ROW and discuss with the proper City departments to resolve.

Jason Keele:

- Jason expressed concerns with the City's process for changing this area to Industrial in the General Plan and he felt like the City doesn't notify them of when things happen and ignores them. Eric explained that the City has notification requirements and all of those have occurred for the requisite applications, including this one. He also explained that in the upcoming General Plan update, everyone should receive notices for it.
- Jason asked about the traffic review and (incorrectly) stated that he saw there would be 107 truck per hour to this property. Shaine explained the Traffic Analysis completed as required by this Application and explained that the 107 number was the morning "peak hour" number. Shaine further explained that there would not be 107 trucks per hours and explained, generally, how the traffic to the Property would likely work. It was also explained that developments such as these provide the necessary upgrades needed for adjacent streets.

If there are any further questions regarding the neighborhood meeting, you may reach me at 602-452-2712 or sta@tblaw.com.

Sincerely,



Shaine T. Alleman

Eric Fitzer

From: Michelle Simerdla
Sent: Thursday, December 16, 2021 10:21 AM
To: Eric Fitzer
Subject: FW: letter to the planning and zoning committee

From: Renee Keele <[REDACTED]>
Sent: Thursday, December 16, 2021 10:16 AM
To: Michelle Simerdla <msimerdla@avondaleaz.gov>
Subject: letter to the planning and zoning committee

 This email arrived from an external source. Please exercise caution when opening attachments or clicking on links.


Hi Michelle,

I have a letter in the body of the email that I believe addresses my concerns. Thank you for reaching out yesterday and providing me with much needed information. Thank you.

12/16/2021

Dear Planning and Zoning committee,

I am writing this letter on behalf of my community and my family. It has come to my attention that the city plans on turning my neighborhood into an industrial strip, for which it is not currently zoned for. The current zoning according to the map and country assessors website is AG and MH, my property is the only A-1 zoning on the properties that are currently built out. Bringing in a trucking company to a neighborhood would destroy the neighborhood. I will get into more details on that later. Now I am going to address some of the statements made in the rezoning application the M & P trucking company has presented.

“The Property is surrounded by mostly large vacant properties with some agricultural uses supported by farm houses.” Pg 6

This statement is false. The only vacant lot is **#500-59-009D, which is the lot GALAXY II LAND LLC** currently owns according to the Maricopa County Assessor's website. The rest of the lots are owned and lived on with small and large farm animals. There are 10 homes, all lived on, south of Lower Buckeye road. There are two businesses operating, south of the last home which is separated by a privately owned dirt road. Therefore, there are currently more homes than businesses.

“Since the Property use is generating a low amount of traffic, it is anticipate that no negative effects from proposed industrial uses will occur on S. Litchfield Road.” pg 6

“The proposed development is also anticipated to generate a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles

per hour during the average evening peak hour of adjacent street traffic.

Overall, the rezoning and M&P development will have no negative traffic impacts to the City. “ pg 11

These two statements made in the application contradict each other. You cannot say that 107 vehicles per hour, mostly large trucks, is not a large amount of traffic on a two lane road. School bus stops are located on Litchfield road to pick up high school and elementary school aged children, how can a two lane road support that amount of traffic without negatively impacting the community. The city currently has a large neighborhood, on Rio Vista Lane and a Mobile home park, just east of that neighborhood. It is not possible to flood both Lower Buckeye Rd and Litchfield road with that amount of traffic and not have it negatively affect all the homeowners in the surrounding communities if this company, according to their website, operates 6 days a week. Their current location on 43 rd avenue south of Lower Buckeye road is an entirely industrial area, not a home or neighbor within a mile, the perfect location for such a company. This location, which they are trying to rezone, has several neighborhoods, and not to mention a fantastic city park, which will be very difficult to drive to or safely walk to with over 200 trucks driving on the roads. And I circle back to the children, how do they safely get to school with 107 semi-trucks per hour on the same road? How does anyone get out of their home and safely to work or back from work with that amount of heavy traffic? Litchfield Rd alone was not built for this type of traffic. And the city of Goodyear will be tearing up Litchfield road starting at Yuma rd for new pipes. This will make it impossible to navigate the roadways.

“create positive impacts to the surrounding Properties.” Pg 7

How can a large trucking company and a massive increase to traffic, not being able to safely or timely get to a job or school bring a positive impact to a neighborhood?

Adequate water facilities for the industrial development currently exist in the surrounding roadways. Sewer services for the Property will be provided by septic.

Pg 7

Where is the water runoff for the truck washing station going? Into the septic system, into the ground? Where are the chemicals going? Car washes have to go through a very strict and rigid system to ensure the water waste and chemical runoff does not go back into the drinking water. How are they going to plan for this? I see nothing in the current plan for this, and it makes me nervous.

“GOAL 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

GOAL 6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.”

Pg 13

If these are the goals for the city, how is putting a large operation trucking company in a neighborhood and south of a neighborhood meeting these goals? How is clogging up a roadway sustainable?

“The development will not only be aesthetically pleasing,”
pg 14.

How? I've seen the current site, it's ugly. Industrial areas are ugly, that's why they are not placed near a neighborhood community or near a beautiful new park.

Goal 10: Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities. Pg 14.

It's a trucking company which handles concrete and fly ash is not light industrial. Is this really meeting that goal? The residents do not believe so.

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle. Pg14

Preserve? Bringing in increased traffic, and waste water is not my idea of protection and preservation. Bringing in a hauling company that transports concrete and fly ash does not contribute to a healthy lifestyle. Unless the entire site is also paved, which in the company's current location it is not, they will also contribute to more dust pollution. Not to mention the light pollution from the lighting they will bring in, and the noise pollution from operating such a large business. These are again not issues in their current location since it is not near a neighborhood but in an industrial zone in Phoenix. Dust, noise, and light pollution are all negative impacts on an environment and on a neighborhood.

“M&P TRANSPORT COMPANY

A-1 Rezoning Application 14

OPEN SPACE THEME – Recreational Amenities Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

The rezoning Application and M&P development preserves an important area of the Agua Fria wash area that provides usable and active open space to the City. The proposed rezoning will ensure that only the industrial General Plan area will be developed and that the open space area will be preserved as part of the overall Agua Fria wash area with its circulation trails, connectivity corridors, and natural vegetation.”

Pg 14-15

This is laughable. How does a company that hauls concrete and fly ash with over 150 employees, and over 100 trucks ensure safe access to public parks? How does rezoning ensure usable and active open space when they are going to fill that space with semi trucks? We do have burrowing owls, which are endangered in the area. Where are those owls going? Is a semi truck going to ensure those animals are protected?

In conclusion, this rezoning application will have a negative effect not only on my small neighborhood, but also to the surrounding communities, and pose serious safety issues with the amount of traffic they propose is coming in. Not to mention the negative environmental issues a company of its size can cause with dust, light, and noise pollution. My home is 75 years old, I bought it with the plan of raising my family in an area I love, and now this is being threatened. I am not new to the area, as a matter of fact, I was born and raised in the Goodyear/Avondale area. I went to Avondale Elementary and graduated from Agua Fria High School in 1997. My son currently attends Agua Fria and husband is a local teacher. I love this area, and would love to continue to raise my family here, but now I am being forced out of my home as it is being turned into an industrial zone by the city.

I truly hope the city takes this letter into account as they make their decision about granting this rezoning application.

Sincerely,

Renee Keele

Avondale



December 16, 2021

DELIVERED VIA ELECTRONIC MAIL

Eric Fitzer, Planning Manager
Michelle Simerdla, Division Lead Planner
City of Avondale, Development & Engineering Services Department
11465 W. Civic Center Dr. #110
Avondale, AZ 85323

RE: M&P Transport | Applications PL-21-0131 and PL-21-0132

Dear Eric and Michelle,

Our firm represents M&P Transport in its ownership of approximately 27.6 acres located ½ mile south of the Lower Buckeye Road and Litchfield Road (the "Property") and as the Applicant in the current Rezone and Conditional Use Permit Applications, referenced above, with the City of Avondale (the "Applications").

The purpose of this letter is provide a response to an emails sent by Renee Keele on December 16, 2021 regarding the Applications. Please find below the Applicant response (in **bold**) and the related attachments as listed below each of the comments from from Ms. Keele (in *italics*).

Please note that since we have received Ms. Keele's email, we met with her and another neighbor, Margie White, at the Applications property on December 21, 2021 to review and discuss any questions they had. At the end of the 2 hour meeting, we felt that many questions had been answered and additional information provided to them.

Ms. Keele:

"The Property is surrounded by mostly large vacant properties with some agricultural uses supported by farm houses." Pg 6

This statement is false. The only vacant lot is #500-59-009D, which is the lot Galaxy II Land, LLC currently owns according to the Maricopa County Assessor's website. The rest of the lots are owned and lived on with small and large farm animals. There are 10 homes, all lived on, south of Lower Buckeye road. There are two businesses operating, south of the last home which is separated by a privately owned dirt road. Therefore, there are currently more homes than businesses.

M&P:

There are many other vacant lots beside the Application property as shown on the attached Exhibits. Also attached is a Surrounding Context Map and property photos showing the current state of land uses south of the Applications property. After visiting the properties in the area and noting the state of land uses, this is not as straightforward as Ms. Keele purports it to be as follows:

- **Ms. Keele and the small parcel to the south is zoned as A-1;**

- **To the east of Ms. Keele there are businesses operating in AG zoning (i.e. outdoor storage and landscaping company);**
- **To the south of Ms. Keele there is a large construction company operating in AG zoning with piles of trash, vehicles, large equipment, construction materials all stored without screening and on dust surfaces (in violation of Avondale's parking ordinances);**
- **South of the Quality Construction Company are 2 large industrial businesses operating in A-1 zoning. Also, it was noted that BioScientific, Inc. (manufacturer of fertilizer products) is storing vehicles and equipment on dust surfaces (in violation of Avondale's parking ordinances).**

This does not include all the industrial uses occurring to the west of Litchfield Road. It is disingenuous for Ms. Keele to allude that this a neighborhood that will be destroyed by the proposed uses of the Applications.

It should be noted that M&P will be required to follow all zoning development standards for parking surfaces, landscaping, buffering, architectural aesthetics, etc. This is development will be in stark contrast to the dilapidated industrial uses surrounding Ms. Keele, which appear to not follow many of Avondale's development or aesthetic standards.

Ms. Keele:

"Since the Property use is generating a low amount of traffic, it is anticipate that no negative effects from proposed industrial uses will occur on S. Litchfield Road." pg 6

"The proposed development is also anticipated to generate a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles per hour during the average evening peak hour of adjacent street traffic. Overall, the rezoning and M&P development will have no negative traffic impacts to the City. " pg 11

These two statements made in the application contradict each other. You cannot say that 107 vehicles per hour, mostly large trucks, is not a large amount of traffic on a two lane road. School bus stops are located on Litchfield road to pick up high school and elementary school aged children, how can a two lane road support that amount of traffic without negatively impacting the community. The city currently has a large neighborhood, on Rio Vista Lane and a Mobile home park, just east of that neighborhood. It is not possible to flood both Lower Buckeye Rd and Litchfield road with that amount of traffic and not have it negatively affect all the homeowners in the surrounding communities if this company, according to their website, operates 6 days a week. Their current location on 43rd avenue south of Lower Buckeye road is an entirely industrial area, not a home or neighbor within a mile, the perfect location for such a company. This location, which they are trying to rezone, has several neighborhoods, and not to mention a fantastic city park, which will be very difficult to drive to or safely walk to with over 200 trucks driving

M&P Transport - Rezone

December 16, 2021

on the roads. And I circle back to the children, how do they safely get to school with 107 semi-trucks per hour on the same road? How does anyone get out of their home and safely to work or back from work with that amount of heavy traffic? Litchfield Rd alone was not built for this type of traffic. And the city of Goodyear will be tearing up Litchfield road starting at Yuma rd for new pipes. This will make it impossible to navigate the roadways.

M&P:

As required by the City of Avondale, a Traffic Impact Statement ("TIS") was provided with the Applications. The TIS demonstrates minimal traffic impacts to the adjacent roadways. Litchfield Road is classified by Maricopa County as a Principal Arterial, which has a capacity to take approximately 35,000 vehicles per day. The TIS anticipates a trip generation of 721 vehicles per day during an average weekday. Generally, the trip generation will be approximately 562 trips from truck/trailer traffic and 159 trips from employee traffic throughout the day.

Ms. Keele is incorrect in the assumption that 107 large trucks will be on the road per hour. The TIS anticipates a generation of a maximum of 107 vehicles per hour during the average morning peak hour of adjacent street traffic, and 86 vehicles per hour during the average evening peak hour of adjacent street traffic. Traffic generation outside of the peak hour traffic are typically calculated to be approximately 25-30% of the peak hour.

So, overall, the M&P development will have no negative traffic impacts to the City or the adjacent roadway systems. Additionally, there were no negative issues raised by the City of Avondale Traffic Department from this analysis.

Ms. Keele

"create positive impacts to the surrounding Properties." Pg 7

How can a large trucking company and a massive increase to traffic, not being able to safely or timely get to a job or school bring a positive impact to a neighborhood?

M&P:

M&P is not considered a large "trucking company" by any means. Also, the traffic analysis done as part of the Applications clearly show that traffic generation is minimal and the adjacent roadway systems can easily accommodate the proposed uses.

Ms. Keele

"Adequate water facilities for the industrial development currently exist in the surrounding roadways. Sewer services for the Property will be provided by septic." Pg 7

Where is the water runoff for the truck washing station going? Into the septic system, into the ground? Where are the chemicals going? Car washes have to go through a very strict and rigid system to ensure the water waste and chemical

December 16, 2021

runoff does not go back into the drinking water. How are they going to plan for this? I see nothing in the current plan for this, and it makes me nervous.

M&P:

M&P is required to retain all onsite drainage and/or runoff water on the Property and will follow all required standards for doing so. No wastewater or chemicals will be running into drinking water.

Ms. Keele

"GOAL 4: Ensure all land use decisions meet the long-term social and economic goals of the community.

GOAL 6: Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns." Pg 13

If these are the goals for the city, how is putting a large operation trucking company in a neighborhood and south of a neighborhood meeting these goals? How is clogging up a roadway sustainable?

M&P:

M&P is not considered a large "trucking company" by any means. Also, the traffic analysis done as part of the Applications clearly show that traffic generation is minimal and the adjacent roadway systems can easily accommodate the proposed uses.

Additionally, the proposed uses are not in a "neighborhood" as discussed above.

Ms. Keele

"The development will not only be aesthetically pleasing," pg 14.

How? I've seen the current site, it's ugly. Industrial areas are ugly, that's why they are not placed near a neighborhood community or near a beautiful new park.

M&P:

The City of Avondale has design and development standards that control the architectural, landscaping, and aesthetic standards that the Property will need to meet. The Applications provide elevations and material boards showing the quality of development that will be on the Property.

This is in direct contrast to the current dilapidated industrial uses that are directly adjacent to Ms. Keele's property to the east and south.

Ms. Keele

Goal 10: Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities. Pg 14.

It's a trucking company which handles concrete and fly ash is not light industrial. Is this really meeting that goal? The residents do not believe so.

M&P:

M&P is not proposing to manufacture or process concrete or fly ash material on the Property. No operations on the Property include the manufacturing or processing of any

December 16, 2021

materials that are transported by the trucks. The vehicles leave the Property empty, pick up material at other off-site locations, deliver those materials, and then return to the Property empty. The proposed use is allowed under A-1, General Industrial.

Ms. Keele

GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle. Pg14

Preserve? Bringing in increased traffic, and waste water is not my idea of protection and preservation. Bringing in a hauling company that transports concrete and fly ash does not contribute to a healthy lifestyle. Unless the entire site is also paved, which in the company's current location it is not, they will also contribute to more dust pollution. Not to mention the light pollution from the lighting they will bring in, and the noise pollution from operating such a large business. These are again not issues in their current location since it is not near a neighborhood but in an industrial zone in Phoenix. Dust, noise, and light pollution are all negative impacts on an environment and on a neighborhood.

M&P:

Most of the issues raised by Ms. Keele have been previously addressed in this letter (i.e. traffic, wastewater, on-site materials).

The Property is required to be paved for vehicle parking by the City of Avondale, so there should be no dust issues.

The Property will also be required to follow the City of Avondale light standards and approve a photometric plan as part of the Site Plan Application, so there should be no light pollution.

Overall, the proposed will be a clean and organized operation that intends to follow all City ordinances and regulations, unlike the industrial uses and businesses east and south of Ms. Keele's property.

Ms. Keele

OPEN SPACE THEME – Recreational Amenities Element

GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

The rezoning Application and M&P development preserves an important area of the Agua Fria wash area that provides usable and active open space to the City. The proposed rezoning will ensure that only the industrial General Plan area will be developed and that the open space area will be preserved as part of the overall Agua Fria wash area with its circulation trails, connectivity corridors, and natural vegetation."
Pg 14-15

M&P Transport - Rezone

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This is laughable. How does a company that hauls concrete and fly ash with over 150 employees, and over 100 trucks ensure safe access to public parks? How does rezoning ensure usable and active open space when they are going to fill that space with semi trucks? We do have burrowing owls, which are endangered in the area. Where are those owls going? Is a semi truck going to ensure those animals are protected?

M&P:

M&P has demonstrated in the Applications that it will follow all required ordinances and development standards. Additionally, there will be no manufacturing or processing of chemicals or materials on the Property and M&P is preserving all areas designated as Open Space and Parks on the General Plan.

If you should have any questions, please contact me to discuss further.

Sincerely,

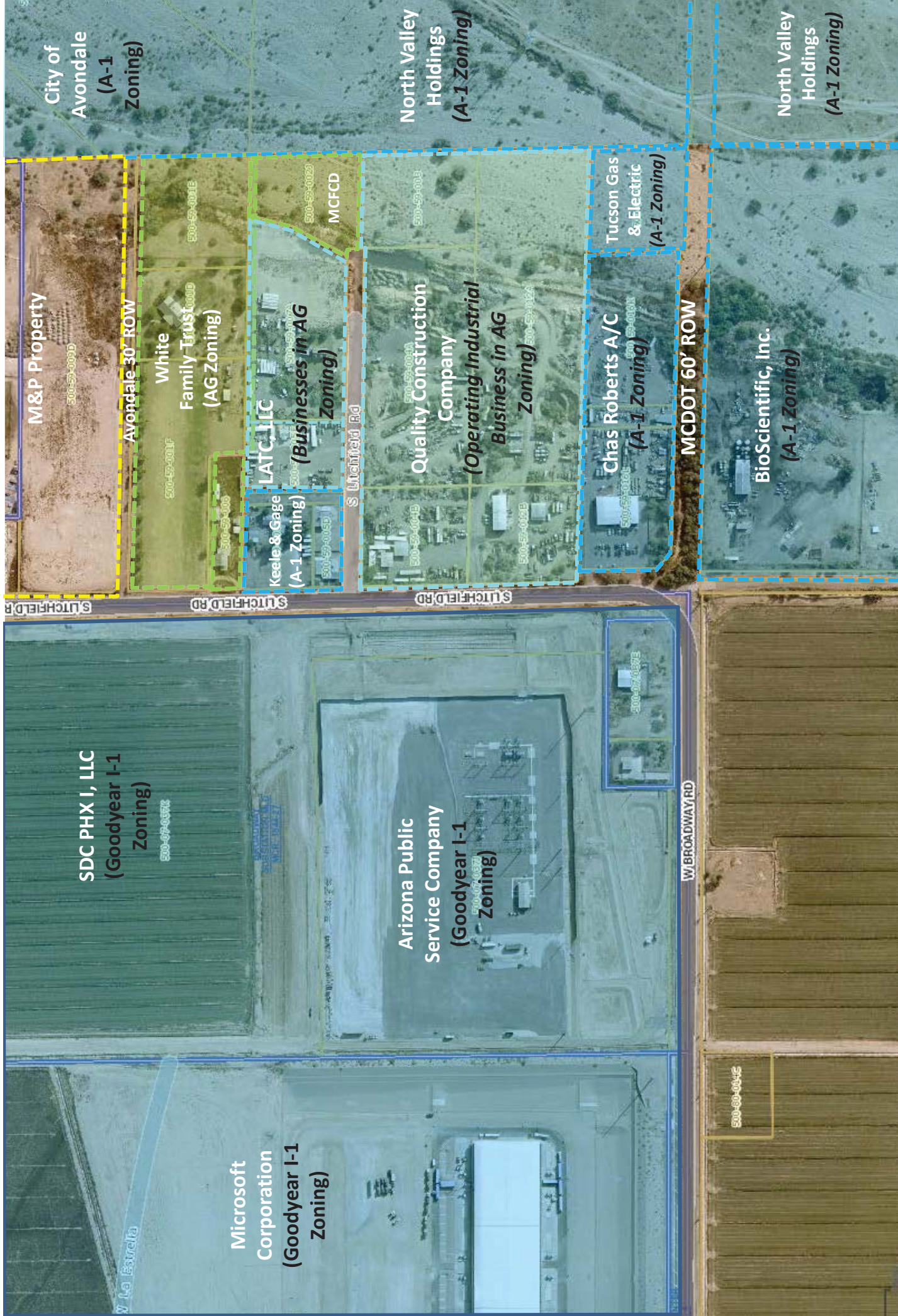
A large black rectangular redaction box covering the signature area.

Shaine T. Alleman

ATTACHMENTS:

Surrounding Context Map

Surrounding Property Photos



Surrounding Context Map

M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.



Various Industrial and Heavy Commercial Businesses
Zoning: AG, Agricultural

Location: Approximately 370' south of M&P Property; Directly adjacent to south and east of residential homes
Use: Landscaping company, construction, maintenance shop, outdoor equipment/material storage, etc.



Surrounding Property Photos

M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.



Quality Construction Company Zoning: AG, Agricultural

Location: Approximately 700' south of M&P Property;
Directly adjacent to south of residential homes
Use: Construction Company, outdoor vehicle and
material storage, etc.



Surrounding Property Photos

M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



TIFFANY
& BOSCO
P.A.



**Chas Robert Air Conditioning
Zoning: A-1, General Industrial**

Location: Approximately 1,300' south of M&P
Property;

Use: Air Conditioning Service Company, outdoor
vehicle and material storage, etc.



Bio Scientific, Inc.

Zoning: AG, Agricultural

Location: Approximately 1,700' of M&P Property

Use: Manufacturing fertilizer products



Surrounding Property Photos

M & P Transport Company – 3605 S. Litchfield Rd, Avondale, Arizona



**TIFFANY
& BOSCO**
P.A.

CITY COUNCIL REPORT

SUBJECT: Avondale Aquatic Center Update – Design Presentation and Budget Update

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director, (623) 333-2411

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

A modern aquatic center will provide opportunities for learn-to-swim classes, competitive swimming/diving, instructional programs such as lifeguarding courses, recreational swimming, lap swimming, exercise and aerobic classes, event rentals, scuba diving, and family and group gatherings.

PURPOSE:

City Council will receive an update from Parks and Recreation staff on the Avondale Aquatic Center, including current design and budget status. This item is for discussion only.

BACKGROUND:

In July 2021, the City Council approved funding for an aquatic center on the Civic Center Campus. Following a successful Request for Qualifications (RFQ) process, the City awarded a contract to Gabor Lorant Architects, Inc. of Phoenix, Arizona, to lead the design team, including Counsilman-Hunsaker as the aquatic consultant. Staff gave an overview of the process and presented design concepts to the Council in October 2021. Since that time, the City has selected CORE Construction as the Construction Manager At-Risk (CMAR) for the project. The project progressed through to a 30% schematic design and an initial cost estimate has been developed by CORE.

DISCUSSION:

Staff will present an update on the design elements and facility amenities, as well as an update on the project budget and seek direction from the Mayor and Council.

BUDGET IMPACT:

\$6 million is budgeted for the current fiscal year, with an additional \$10 million tentatively planned for the next fiscal year.

The current cost estimate is approximately \$25 million for construction. Design, pre-construction, IT and security infrastructure, and permit fees are approximately \$5 million for a total project cost estimated at \$30 million.

Causes of the Aquatic Center cost increase include:

- Escalation of Building Materials (i.e. PVC costs increased 100%, steel & fiberglass increased up to 50%)
- Qualified Subcontractor Availability
- Lack of Competitive Bids from Pool Specialty Contractors (only 1 sub responded to request for 30% Estimate)
- Ongoing COVID impact on supply and labor

To fund the project, \$14 million was generated from the sale of bonds, with an additional \$2 million from the General Capital Fund for a total of \$16 million. If the project proceeds as proposed, up to \$14 million in additional funding will be addressed during the development of the FY2023 budget.

RECOMMENDATION:

No action required

Contact person for document distribution:

A photograph of a person swimming in water, with a blue tint applied to the entire image. The person's head and one arm are visible, creating a splash. A white rectangular box is superimposed over the center of the image, containing the text 'AQUATIC CENTER'.

AQUATIC CENTER



Avondale

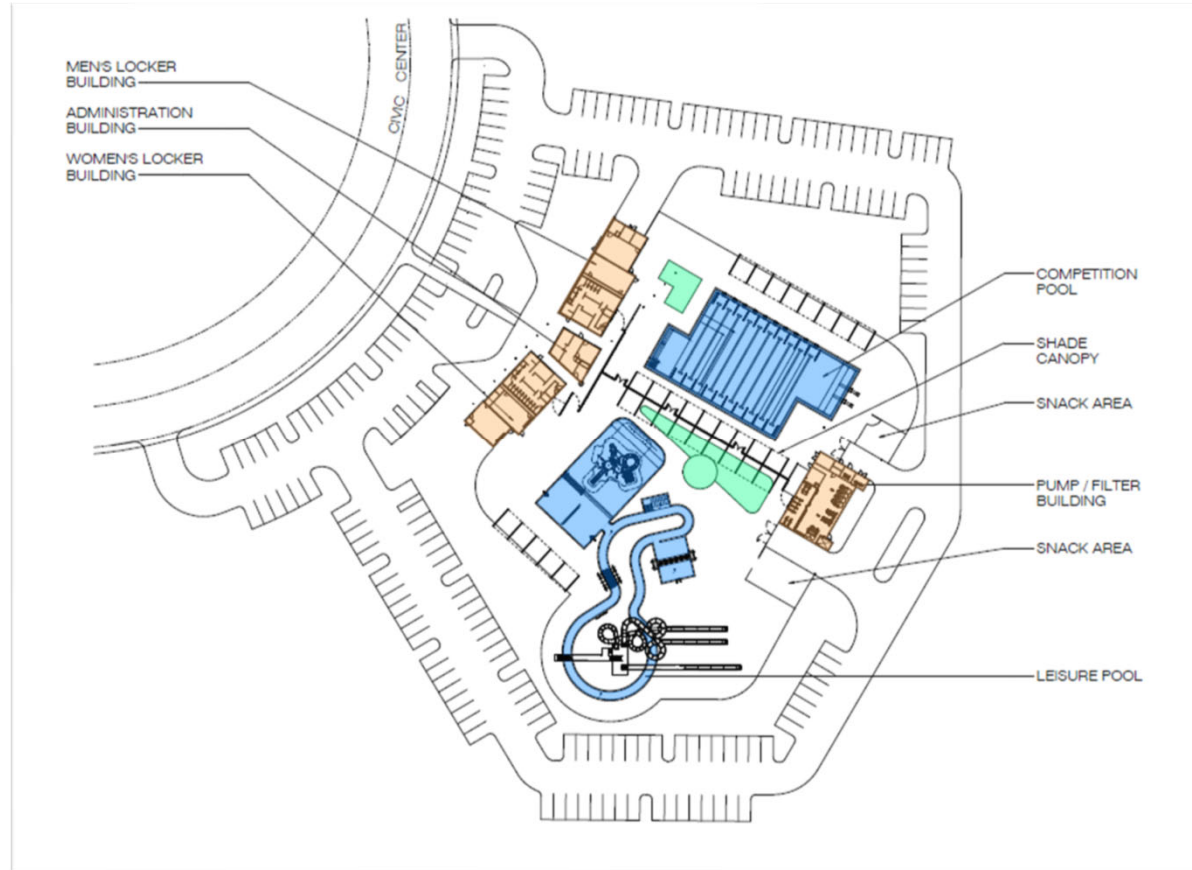


PROPOSED DESIGN



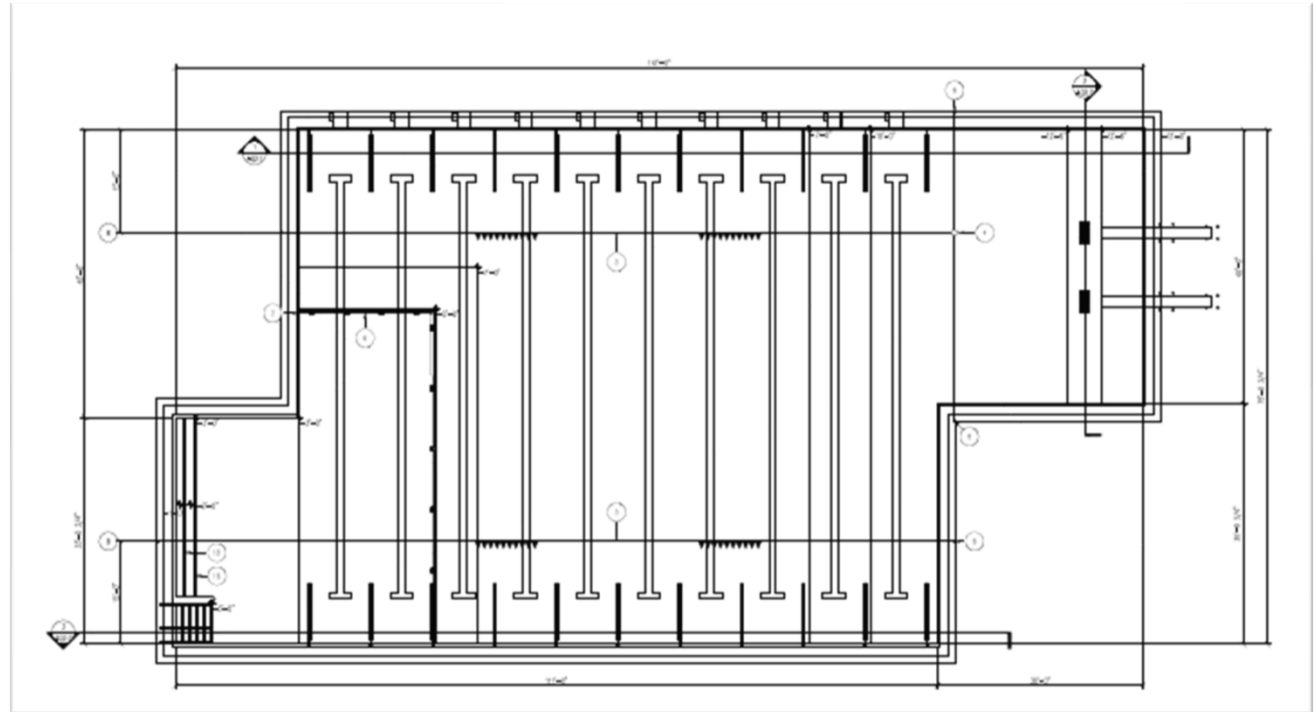
Avondale

OVERALL SITE



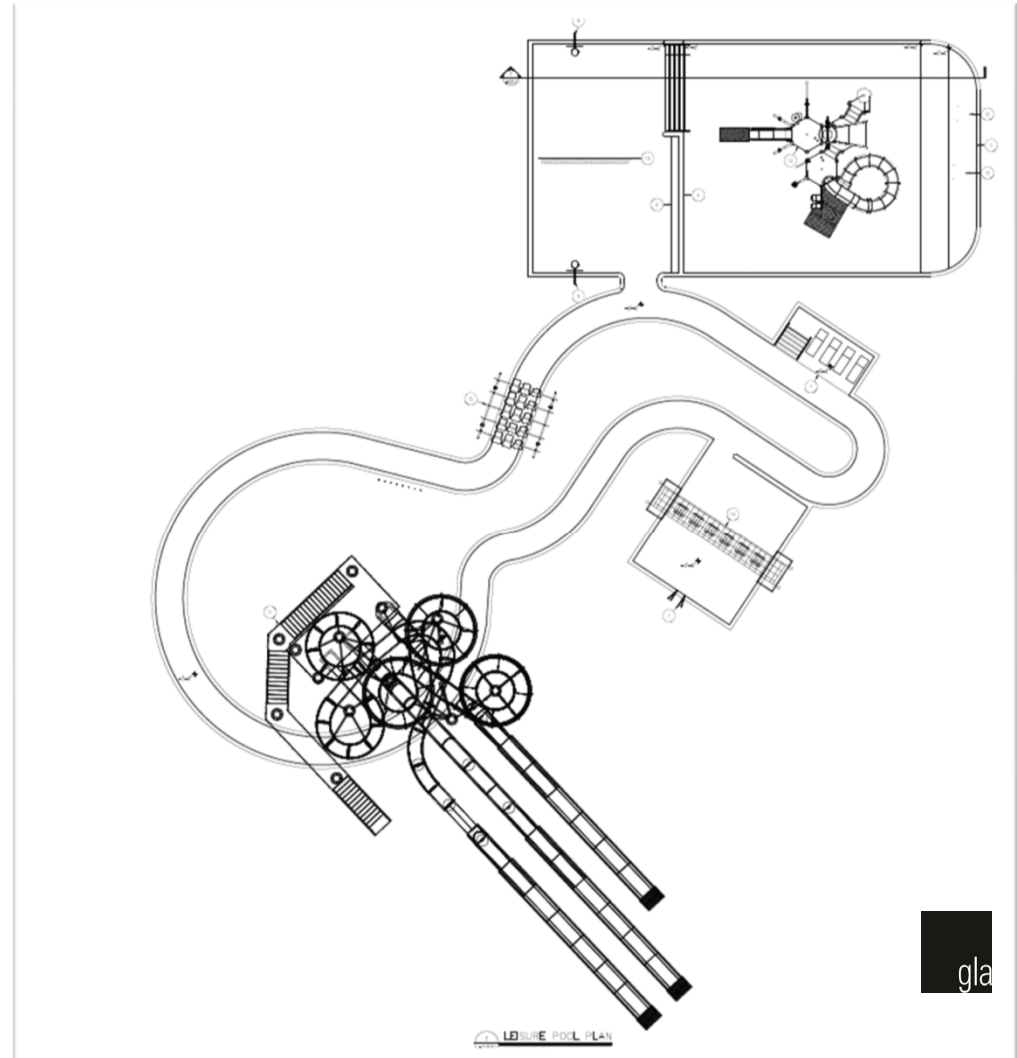
COMPETITION POOL

- Ten (10) Competition Lanes
- Two (2) 1-meter Diving Boards
- Shallow Lanes for Programming



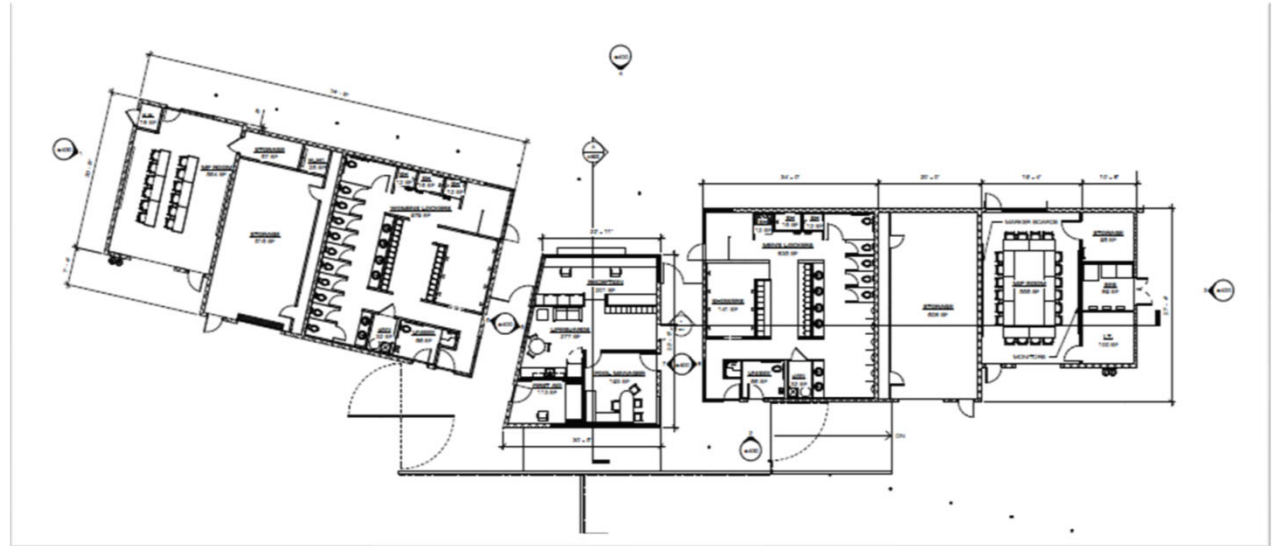
RECREATION POOL

- Zero Depth Entry Pool
- Play Structure
- Basketball Hoops
- Volleyball Area
- Lazy River w/ Dump Buckets
- Floatable Obstacle Course
- Three(3) Water Slides



BATH HOUSE

- Main Entry
- Men and Women's Locker Rooms
- Two (2) Multi-Purpose Rooms
- Two (2) Storage Rooms
- Lifeguard/Manager/1st Aid Rooms

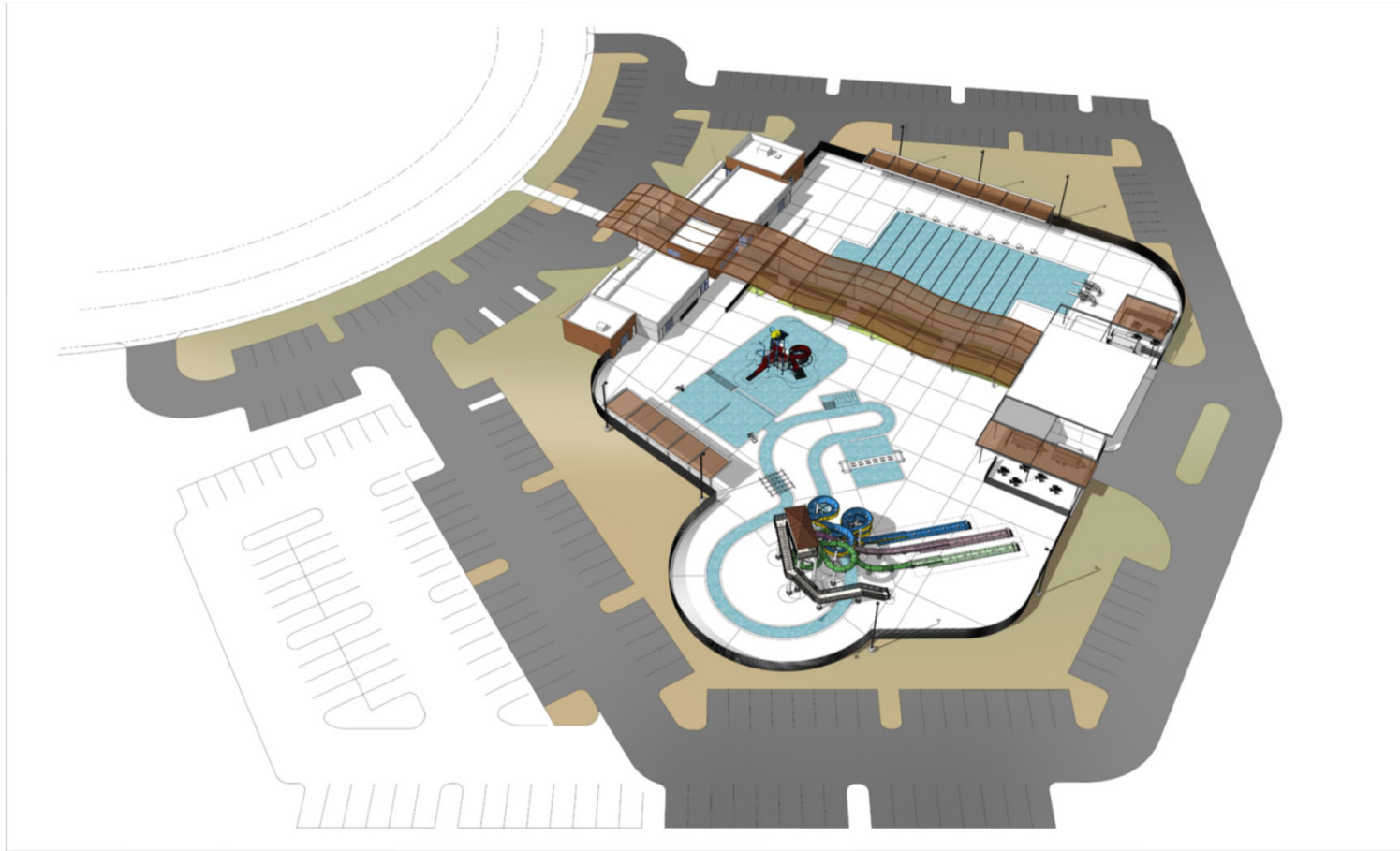




P0175 Avondale Aquatic Center
Conceptual Design
Feb 2022



OVERALL SITE



P0175 Avondale Aquatic Center
Conceptual Design
Feb 2022

ELEVATIONS



West Elevation



East Elevation

gla

ELEVATIONS

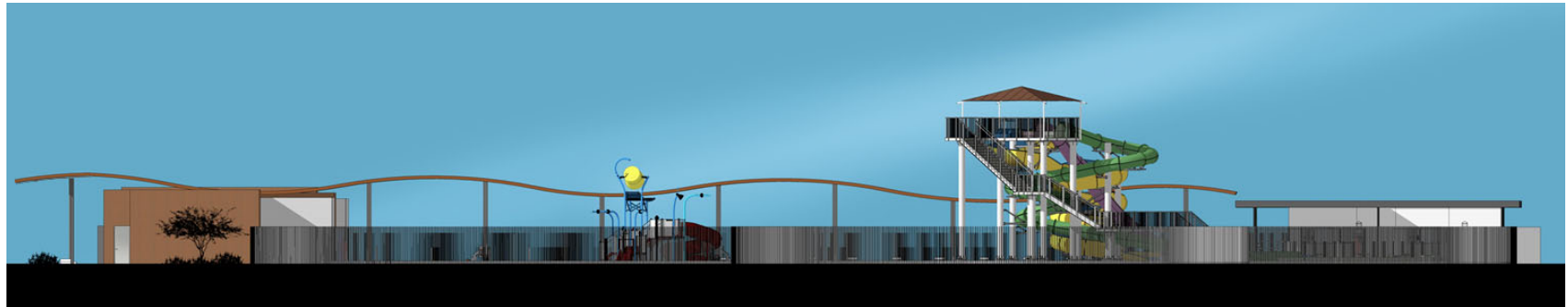


West Elevation

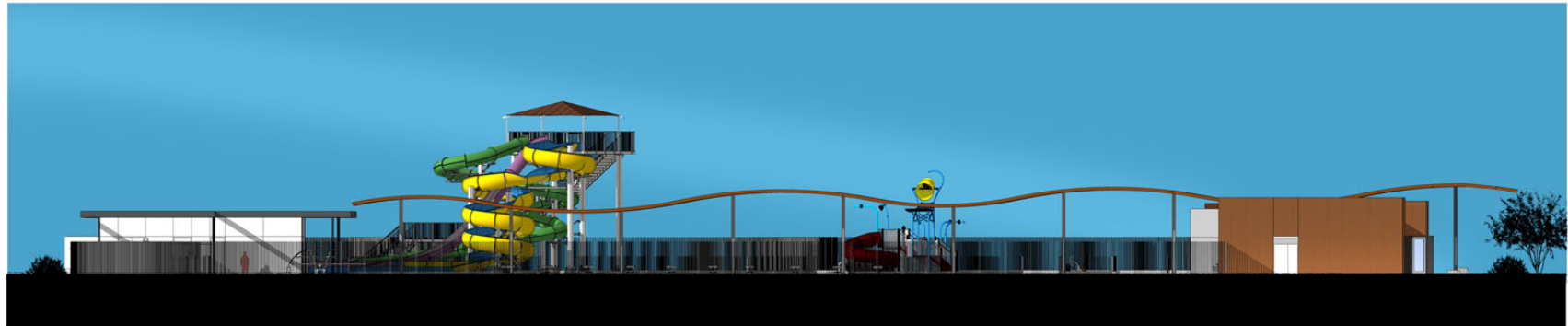


East Elevation

ELEVATIONS



South Elevation



North Elevation

P0175 Avondale Aquatic Center
Conceptual Design
Feb 2022



CITY COUNCIL REPORT

SUBJECT: Avondale's Public Transit Program Update

MEETING DATE: 2/22/2022

TO: Mayor and Council

FROM: Kirk Beaty, Director, (623) 333-4417

THROUGH: Tracy Stevens, Deputy City Manager, (623) 333-1014

STRATEGIC PLAN:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

The reconfigured Zoom route and implementation of the microtransit program are in direct response to the usage trends of public transit in Avondale. Reconfiguring routes and offering other innovative public transit options provides better service to the public while ensuring services remain as cost-effective and efficient as possible.

PURPOSE:

City Council will receive an update from Public Works staff on the current status of Avondale's Public Transit program and proposed changes that were presented to Council and discussed previously on November 1, 2021. This item is for discussion only.

BACKGROUND:

On November 1, 2021, Public Works staff presented a proposed future for Avondale's Public Transit Program. During that Council Work Session, the Mayor and Council had various questions and comments about the proposed changes and enhancements. Public Works staff will address the Council's comments and questions. Additionally, Public Works staff have reached several milestones to ensure successful implementation of the proposed changes and enhancements to the public transit program, and an update will be provided to the Council.

DISCUSSION:

Council provided several questions and comments from the November 1, 2021 Work Session. These questions and comments regarded four primary categories that are addressed as follows:

Partnerships – Avondale staff have been working closely with Goodyear, Tolleson and Valley Metro staff on all proposed changes that were presented to the Council. City of Avondale Public Works staff attended a City of Goodyear City Council Work Session, supporting their Transit staff on their presentation on microtransit earlier this month. The City of Goodyear Council was supportive of the partnership with the City of Avondale. Discussions with Tolleson are ongoing as they have not fully determined their public transit plan. Discussions with Valley Metro regarding changes to the Zoom Circulator service have been productive and are ongoing.

Zoom Fares – Fares have been a part of Zoom since its creation and Zoom is the only neighborhood circulator in the region that charges a fare. The 50-cent fare per ride is collected via a fare box mounted in the vehicle. Exact change is required to ride, and there are no options to pay fares by other means including credit cards or annual passes or pay apps on smart phones. However, riders that do not pay 50-cents are still allowed to ride. The current plan is to institute a “no-fare” program for the first 6 months to entice passengers to try out the reconfigured Zoom and new microtransit service. The 6-month fare-free program will line up with the MAG consultant's recommendation that our microtransit fare be free for the first six months. This should also aid us in determining if the inconvenient payment method is a barrier to ridership. After the 6-month time period, fares will be evaluated and if it is determined that a fare is necessary, a fee structure will be developed for the microtransit service and the Zoom service. As part of our marketing strategy for the new or reconfigured services, we will advertise that riders can “ride fare-free until December 31, 2022”, implying that the no-fare program is temporary..

Ridership – Regionally, both express and circulator bus ridership usage is down over 60% from pre-pandemic levels. Zoom service has seen ridership plummet from a high in FY2019 of 173,571 riders to an all-time low of 70,289 in FY2021. The current fiscal year ridership is trending at approximately 5,800 riders per month which, if this trend holds, would equate to about 70,000 riders in FY2022. Zoom ridership is especially dismal in North Avondale with daily ridership of around 30 passengers between Estrella Mountain Community College and Gateway Pavilions. A microtransit service in the North Avondale zone may be more effective both in cost and service.

Microtransit – Knowing the needs and where our residents are traveling are key aspects of microtransit. The ridership data provided from this service will help us easily and quickly adjust our service parameters and destinations. As the service evolves, we can see where our residents are travelling, whether it be to recreational amenities, to receive city services or for medical needs. Feedback we will receive from the system can help us fine tune pickup/drop-off virtual stops in the microtransit zone and allow us to add other destinations that residents may want to travel to, including destinations outside of the microtransit zone. This feedback is done by residents providing optional rider comments through smartphone apps for each trip that they take. This information can also be collected by evaluating the data trends by type of trip in the ridership dashboard provided by microtransit providers. This feedback will be crucial in further development of our service zone. Trips can be booked on a smartphone app or via a customer service telephone number, all managed by the microtransit provider. Additionally, Public Works staff will be recommending installing bike racks on vehicles to accommodate riders that will be using their bicycles pre and post trip.

Additionally, Public Works staff have been working on two main components for changes to the Avondale Public Transit Program: reconfiguration of Zoom and the microtransit pilot study.

Zoom Reconfiguration Update: Public Works staff has been working closely with Valley Metro on a reconfigured Zoom route for Southern Avondale. This collaborative discussion with their planning, operations, and finance team has resulted in a reconfigured route along with operational recommendations from Valley Metro to enhance the ridership of our neighborhood circulator. This reconfigured Zoom service is scheduled to go into operation in October 2022 after the mandated Title VI analysis and public outreach to residents has been completed. The results of this recommendation can be found in the attached memo from Valley Metro.

The recommended alignment will serve Dysart Rd and McDowell Rd, beginning and ending at Walmart, and up and down Dysart to Old Town Avondale. The new bus route alignment will continue to service the Resource Center and then east and west on Buckeye Rd and service the Cambridge Estates neighborhood. From there, the alignment runs north and south on Avondale Blvd to the Avondale Civic Center. Valley Metro is recommending the frequency (30 minutes), days of operation (Monday-Sunday), and span of service (16 hours weekday, 13 hours weekend) be maintained at current levels. This is consistent with the regional standards set forth for circulators operating in the region. Valley Metro and city staff will monitor the reconfigured route and implement changes to routing, frequency, days of operation, and span of service if the route fails to show improvement in ridership or productivity. Additionally, Valley Metro is recommending the Zoom fare be reduced to free to bring it in line with all other neighborhood circulators in the region. Moving to a free fare at the start of the reconfiguration will provide residents with an opportunity to try the new route. The

current fare collection system is a “dropper system” where residents must have exactly 50 cents and cannot receive change or use Valley Metro bus tickets or monthly passes. This has been shown to be a barrier and frustration for residents who are currently using the Zoom.

Microtransit Update: Staff is in the final stages of completing a Request for Proposal (RFP) for the new microtransit “turnkey” service in North Avondale. The scope of work for the project has been finalized with a release date scheduled for late February or early March. Both the cities of Goodyear and Avondale will be working in tandem on this procurement for economies of scale and will have separate contracts with the selected provider for individual microtransit zones in our respective cities. A provider will be selected in April with a start date in the July/August timeframe. The North Avondale microtransit zone will encompass primarily the City area north of I-10, but the scope of work and the service is generally flexible where we can add other locations before or during implementation. The RFP anticipates that service will be established in a phased approach with the first phase establishing the service and a study period. The second phase will be a continuation of service and potential expansion of the service after the study period. Public Works staff will be in communication with other departments in the city for the successful rollout of this exciting new transit project that will be the first in the state of Arizona.

BUDGET IMPACT:

No budget impacts as a result of this discussion.

RECOMMENDATION:

This item is for information and discussion only.

Contact person for document distribution: n/a

Memo

To: ZOOM stakeholders

From: Valley Metro Service Planning

Date: February 7, 2022

Re: ZOOM route recommendations

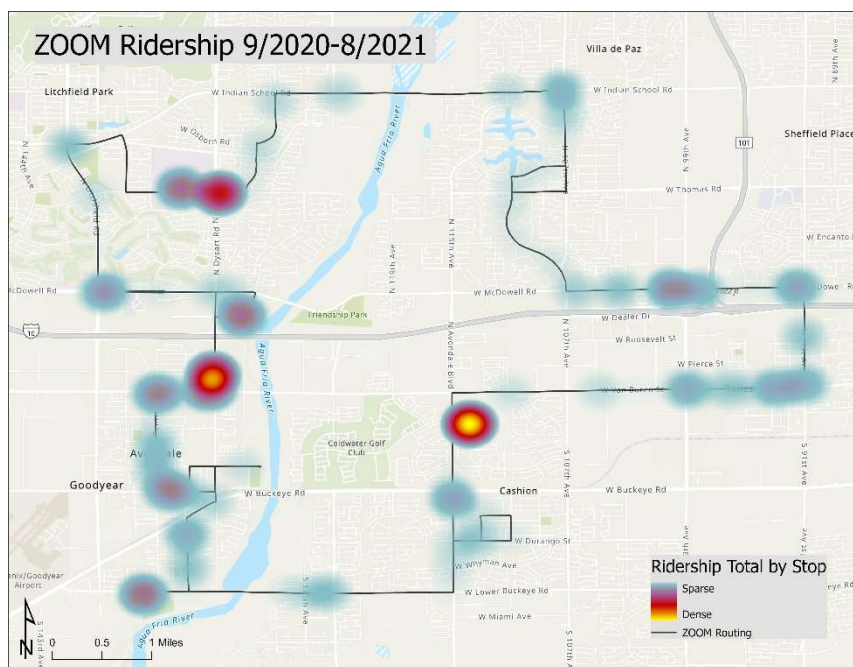
ZOOM History

The ZOOM service has been running in Avondale, Monday through Saturday since July 2011. Over the next few years, the route was expanded to include portions of Goodyear and Tolleson. In October 2017 the ZOOM North service was introduced mainly north of I-10 in Goodyear and Avondale at the same frequency as the original ZOOM, renamed as ZOOM South. In April 2019, Sunday service was added to both routes. By October 2019, the two routes were combined into one route, again returning to the name ZOOM. Some reasons for this change were that the ZOOM North ridership lagged that of the South route and did not grow as expected. In addition, customers complained about having to transfer between the two services and pay two fares. Operationally, the combined routes were more efficient, saving vehicles and drivers. New deviations continued to be added to the service in 2020 (Festival Fields) and 2021 (Avondale Resource Center). The map below shows the ZOOM North and South as they were when the routes were combined in October 2019.



ZOOM Ridership

The total ridership reached an average of 10,000 riders per month by 2012 and continued to grow to almost 19,000 boardings per month by 2015. The ridership plateaued and began to follow the overall ridership decline of the system of about 2-5% per year through the beginning of the Covid pandemic in 2020. By FY2019, ZOOM South was carrying over 14,000 riders per month (0.5 boardings per revenue mile) while ZOOM North had fewer than 24,000 boardings for the entire fiscal year (2,000/month, 0.2 boardings per mile). Since the beginning of the pandemic, ridership dropped substantially. System-wide on the entire bus system, ridership fell an average of 50.5% on weekdays, 41.8% on Saturdays and 33.4% on Sundays/holidays. Circulators as a whole had similar losses. Though some of that ridership has been regained on the ZOOM route, it is still much lower than the pre-Covid numbers, hovering around 10-11,000 boardings per month.



Distribution of ridership along the existing alignment is shown in the adjacent map.

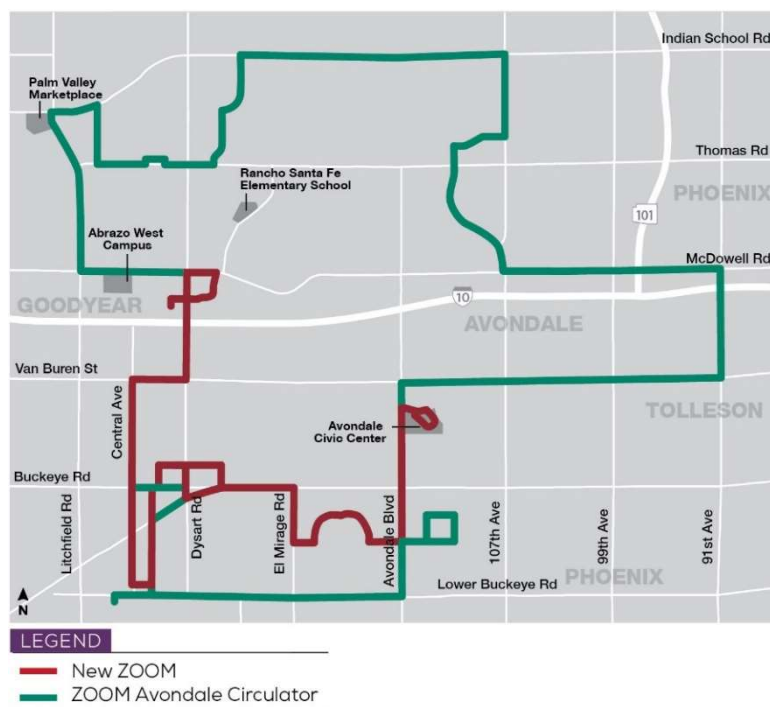
Transit Standards and Performance Measures

Valley Metro Transit Standards and Performance Measures were adopted by the Board of Directors. The last update was accepted by the Board in September 2019. The following table shows minimum recommended service for all of the service types. Circulators are recommended to run at 30 minute frequency for 12 hours a day on weekdays. Weekend service is left to the discretion of the funding cities. Currently, ZOOM meets the frequency standard and exceeds the span standard while also providing 30 minute service on the weekend. Valley Metro recommends that all service follow at least the minimum standards in order to provide riders with assurance of reliable, predictable service.

Service Type	Minimum Headway or Daily Trips ¹	Minimum Span Week / Sat / Sun	Minimum Operating Days
Dial-a-Ride (ADA)	NA	ADA service shall be available throughout the same hours and days as fixed route service	
Vanpool	NA	NA	NA
Demand Response/Flex Route	NA	NA	NA
Rural Connector	4 trips inbound / 4 trips outbound	NA	Mon – Fri
Community/Circulator	30 min	12 hrs / 0 hrs / 0 hrs	Mon – Fri
Local Bus	30 min ²	16 hrs / 14 hrs / 12 hrs	Mon – Sun
Key Local Bus	15 min peak / 30 min base	16 hrs / 14 hrs / 12 hrs	Mon – Sun
Limited Stop Peak	4 trips AM / 4 trips PM	NA	Mon – Fri
Limited Stop All-Day	Headways same as LRT, up to 2X Peak	16 hrs / 14 hrs / 12 hrs (Same as LRT)	Mon – Fri
Commuter Express	4 trips AM / 4 trips PM	NA	Mon – Fri
Light Rail Transit	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun
Streetcar ³	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun
Bus Rapid Transit ³	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun

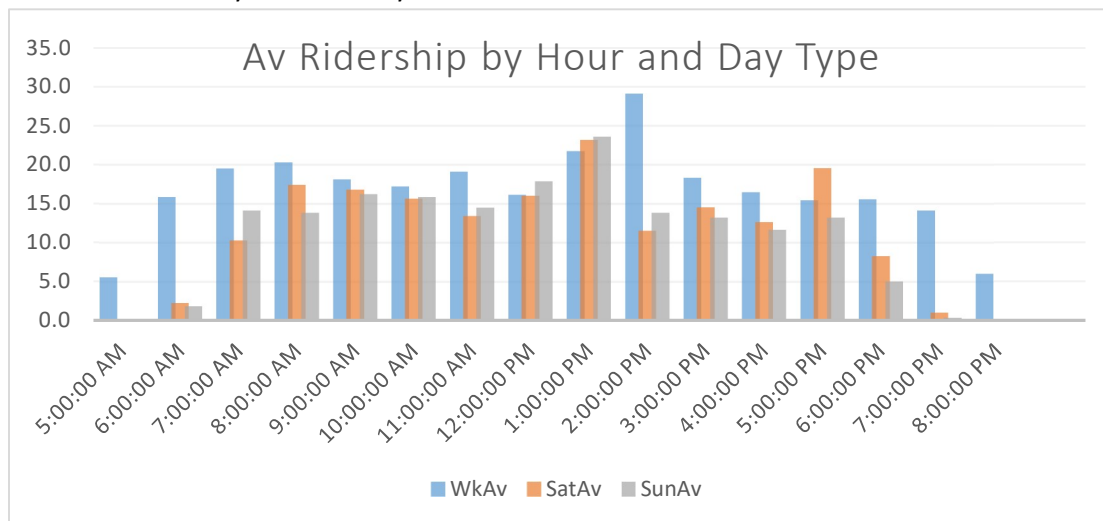
Proposed Alignment

The current proposed alignment for the reconfigured ZOOM is shown in the adjacent map. Additionally, an extension to extend the western end further north to Estrella Mountain Community College using Dysart Road is currently being evaluated. This would not substantially increase the mileage of the route and would more closely match the original ZOOM routing, maintaining that connection to an important educational destination.

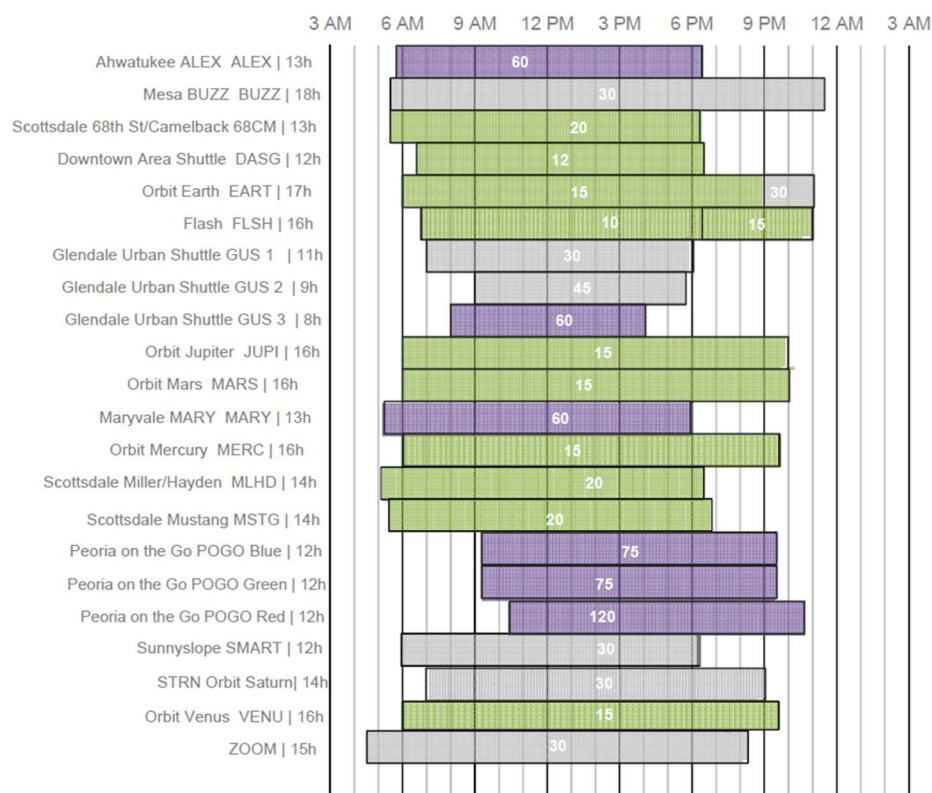


Service: Span and Frequency

Currently the ZOOM service runs at 30 minute frequency from 5AM to 9PM Monday through Friday and 7AM to 8PM on weekends. Ridership averages by day type and hour in this graph show relative intensities of use by time and day.



Though the current late night and early morning trips are the least productive, Valley Metro recommends maintaining the current span in order to match the work schedules of retail employers near the route stops. For frequency, Valley Metro recommends maintaining the current 30 minute



service at least until more normal pre-Covid ridership demand returns. Currently, other circulators in the Valley Metro system typically range from 10 to 60 minute frequency.

This route can be reevaluated as part of the Valley Metro's biannual service change process to adjust for returning ridership in the coming years.

Fare

Currently ZOOM charges \$0.50 per ride and does not accommodate transfers or fares from the rest of the system. The fare collection is a dropper system for which change is unavailable so that riders must have exact fare. This system brought in approximately \$38,000 in FY21. For the new ZOOM, Valley Metro is recommending eliminating the fare and making the system free in line with all of the other circulators in the Valley Metro system.

Title VI Implications

In the current agency Title VI policy, a major service change is one that alters the route length, route alignment, or weekday/Saturday/Sunday revenue miles more than 25%. The proposals currently being discussed would be considered a major service change. To establish if the route is designated as a minority or low-income route and its reduction is disproportionately impacting protected communities census data around the existing alignment was analyzed to estimate rider demographics. The current alignment lies within an area that does exceed the service area percentage for minorities and is therefore designated as a minority route requiring further analysis on impact mitigation.

As mitigating factors relevant to this change, we will mention the intention to improve the low ridership productivity of service, and the end of enhanced federal operations funding is on the horizon. Also, there is a desire to integrate more on-demand options which are assumed to substantially cover the area of lost service.

Valley Metro Recommendations

Valley Metro Service Planning recommends moving forward with going to the public and soliciting input on the proposed alignment for the ZOOM described above. Replacing the eliminated service north of Interstate 10 with a flexible transit service that will more closely serve the neighborhoods and destinations in that area could lead to better mobility options for those riders. Further, it is recommended to retain the current 30 minute service Weekdays and Weekends, as well as the current 5AM to 9PM Monday through Friday and 7AM to 8PM weekend service spans. Finally, Valley Metro is recommending eliminating the fare and making the system free in line with all of the other circulators in the Valley Metro system. By soliciting public input on these service changes, the Cities of Avondale, Goodyear, and Tolleson, as well as Valley Metro can more fully understand rider needs, while fulfilling both the spirit and letter of the law as it regards Title VI and Valley Metro's own outreach policies.

