



CITY OF TOLLESON

9055 W. Van Buren St., Tolleson, AZ 85353 • (623) 936-7111 • TTY users, dial 711 for Relay • www.tolleson.az.gov

**TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JULY 14, 2026
6:00 PM**

Doors open to Council Chambers at 5:45 PM for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into Council Chambers when the Council returns from executive session.

Members of the public may also participate in the meeting via [Zoom Webinar](https://us02web.zoom.us/j/84069679194) (<https://us02web.zoom.us/j/84069679194>) with a computer or cell phone.

- A. CALL TO ORDER**
- B. INVOCATION/PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. FINAL CALL TO SUBMIT SPEAKER REQUESTS**

All citizens and interested parties wishing to speak before the Council regarding non-agenda items or during a public hearing shall fully complete a Speaker Request Form and submit the form(s) to the City Clerk prior to the meeting being convened. Citizens must complete one form for each item they want to address. Speaker Request Forms are located at the entrance of the Council Chambers. For Zoom participants, click the chat button, and enter your name and the item you would like to address. Submissions should be made no later than the Mayor announcing the "Final Call to Submit Speaker Requests". All speakers will be limited to 3 minutes unless otherwise noted by the Mayor. Speakers are not required to disclose their identities or personal information. You may also submit an online speaker request form at <https://www.tolleson.az.gov/speakerrequest> at least one hour prior to the meeting.

- E. CALL TO THE PUBLIC (NON-AGENDA ITEMS)**

This is the time for the public to comment on non-agenda items. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01.H, action taken as a result of public comment will be limited to (1) responding to criticism; (2) directing staff to review the matter; or (3) asking that a matter be put on a future agenda.



F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Sister Cities Update – George Good, Chief of Social Impact
2. Introduction of New Employees:
Field Operations Department – Jesus Garcia Guerrero, Skilled Trades Technician Mechanic
Utilities Department – Vincent Tallabas, Utilities Operator
Employee Promotions:
Library Department – Brianna Gonzalez-Aguirre, promoted from part-time Library Aide to full-time Library Aide
Kimberly Sandoval, promoted from part-time Library Aide to full-time Library Assistant
3. Proclamation declaring July 2026 as Disability Pride Month in the City of Tolleson, recognizing the contributions and achievements of individuals with disabilities, promoting accessibility, inclusion, and equal opportunity, and reaffirming the City's commitment to a welcoming community for all. – Wendy Jackson, Deputy City Manager

G. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS

H. CONSENT AGENDA – ACTION ITEMS

Items on the Consent Agenda are of a routine nature and are intended to be acted upon in one motion. Council Members may pull items from Consent if they would like them considered separately.

1. Approve Regular City Council Meeting Minutes of June 23, 2026. (City Clerk Department)
2. Approve Claims and Bills Report for the period of June 17, 2026 to July 7, 2026. (Finance Department)
3. Approve the Arizona Department of Liquor Licenses and Control Liquor License Application No. 397970, Series 4 – Wholesaler, submitted by Jeffrey Craig Miller for RBG Spirits and Wine of Arizona, located at 320 S. 91st Avenue, Tolleson, Arizona 85353. This non-transferable liquor license authorizes a wholesaler to warehouse, sell, and distribute all types of spirituous liquor, including beer, wine, and distilled spirits, to Arizona-licensed retailers. (City Clerk Department) Public hearing will be opened for public comment, if any.
4. Approve the Arizona Department of Liquor Licenses and Control Liquor License Application No. 401792, Series 12 – Restaurant, submitted by Sergio Escamilla for Pony's Miches, located at 9897 W. McDowell Road, Suites C-300 and C-310, Tolleson, Arizona 85353. This non-transferable, on-sale retail liquor license authorizes the holder to sell and serve all types of spirituous liquor for consumption on the licensed

premises of a restaurant that derives at least 40% of its gross revenue from the sale of food. (City Clerk Department) Public hearing will be opened for public comment, if any.

5. Approve the First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Forward Tilt LLC for the purchase of statewide furniture, products, and related services, and authorize the City Manager to execute and deliver said Amendment. The Amendment increases the annual aggregate amount from \$100,000 to \$325,000 for the purchase of additional furniture, products, and related services. The Agreement shall remain in full force and effect through August 31, 2027. (Employee Resources, Library, Government & Public Affairs, and Information Technology Departments)
6. Adopt Resolution No. 2657 of the Mayor and Council of the City of Tolleson, Arizona, approving the revised Intergovernmental Agreement between and among the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for the use of fire apparatus; superseding Resolution No. 2606; and authorizing the City Manager to execute the Agreement. (Fire Department)
7. Adopt Resolution No. 2659 of the Mayor and Council of the City of Tolleson, Arizona, approving an amendment to the Articles of Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA); authorizing the filing of the Articles of Amendment with the Arizona Corporation Commission; and authorizing all actions necessary to carry out the purpose of the Resolution. (Government & Public Affairs Department)
8. Approve the Fourth Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Shamrock Foods Company for food, fresh product, and related cafeteria supplies, and authorize the City Manager to execute and deliver said Amendment. The Amendment increases the annual aggregate amount from \$177,500 to \$213,000 for the purchase of additional products. The Agreement shall remain in full force and effect through June 30, 2027. (Human Services Department)
9. Adopt Resolution No. 2656 of the Mayor and Council of the City of Tolleson, Arizona, approving the Third Amendment to the Intergovernmental Agreement between the City of Tolleson and the City of El Mirage, Arizona, for Police and Fire Dispatch Services and Administration, related to the annual cost adjustment and radio console upgrade, and authorizing the City Manager to execute the Third Amendment. The Amendment establishes an annual fee of \$1,487,800 for Fiscal Year 2026–2027 and provides for a one-time payment of \$112,000 from the City of El Mirage for a radio console upgrade. (Police Department)
10. Approve the Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Capital Pump & Equipment, LLC, for maintenance, repair and operation (MRO) equipment, supplies, materials, and services, and authorize the City Manager to execute and deliver said Amendment. The Amendment increases the

annual aggregate amount from \$300,000 to \$350,000 for the purchase of additional equipment and services. The Agreement shall remain in full force and effect through April 30, 2027. (Utilities Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2658 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between City of Tolleson and Tolleson Elementary School District relating to School Resource Officer (SRO) services, and authorize the City Manager to execute and deliver said Agreement. The term of this Agreement shall be from the last date of execution until the end of the school year on May 27, 2027. If the District is awarded a School Safety Grant, it shall reimburse the City for the total cost of the officer assigned to the District, shared by the Arizona Desert Elementary and Porfirio H. Gonzales Elementary school sites, in the amount of \$153,561.20 for a 10-month assignment in the 2027 Fiscal Year. (Police Department)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Finance Department Update – Kevin Artz, Chief Financial Officer

K. MAYOR AND CITY MANAGER’S REPORT OF CURRENT EVENTS – FOR DISCUSSION

1. Reminder: The City Council Meetings scheduled on Tuesday, July 28, 2026 and Tuesday, August 11, 2026 have been cancelled for summer recess.
2. A Special City Council Meeting will be held on Monday, August 10, 2026 at 4:30 PM to meet the Primary Election canvass deadline. Pursuant to A.R.S. § 16-642(A), the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.
2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(7) to discuss and consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the lease of City-owned property.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

Pursuant to A.R.S. § 38-431.01 and A.R.S. § 38-431.02, notice is hereby given to the members of the Tolleson City Council and to the general public that the Council of the City of Tolleson will hold a meeting open to the public. Council Members of the City of Tolleson will attend by

telephone/video conference call.

Note: The City Council of the City of Tolleson, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformance with A.R.S. § 38-431.03 for legal advice from the City Attorney.

Arizona law prohibits any City resource, including staff time, equipment, and anything of value to influence an election. This prohibition applies to Call to the Public at the Council Meeting. You may discuss a City issue but do not “advocate” for a specific candidate or ballot measure. Additionally, soliciting petition signatures or campaign contributions or distributing campaign materials is prohibited on City property. The City appreciates your efforts to help the City comply with state law and avoid using taxpayer monies to influence an election.

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Prerequisites for attending Zoom Webinars (one required):

1. Zoom Desktop Client: Navigate to the [Zoom website \(https://zoom.us/\)](https://zoom.us/) in your internet browser. At the top-right of the page, click Resources and then click Download Center. Under Zoom Desktop Client, click the Download button.
 - a. Open the Zoom desktop client and sign in
 - b. Click the Home tab and then Join
 - c. Enter Meeting ID: 840 6967 9194 and enter your full name
 - d. Connect audio and/or video and select Join
2. Zoom Mobile App with Cell Phone or Tablet: Download the Zoom - One Platform to Connect App in either the App Store for iOS or Google Play for Android.

- a. Select Join Meeting
 - b. Enter Meeting ID: 840 6967 9194
 - c. Enter your full name and select Join
 - d. Enter your screen name and email address and select Continue
 - e. Join Audio with Wi-Fi or Cellular Data
3. Web client/browser: Google Chrome, Internet Explorer, Firefox and Safari on a computer.
 - a. Go to the [Zoom website \(https://zoom.us/\)](https://zoom.us/)
 - b. Enter Meeting ID: 840 6967 9194
 - c. Click Open Zoom Meetings or Join (depending on browser)
 - d. Enter your full name and click Join Audio by Computer
4. Alternate Option via Telephone with Audio Only:
 - a. Dial 253-215-8782
 - b. Enter Meeting ID: 840 6967 9194 and press #
 - c. Enter Participate ID and press #, or press # to continue

For technical support or questions in accessing the meeting, please email the [Information Technology Department](#) (ITsupport@tolleson.az.gov) or call Zoom Support at 888-799-9666.

Posted on July 9, 2026.



Proclamation

Disability Pride Month

July 2026

WHEREAS, Disability Pride Month is observed each July to commemorate the passage of the Americans with Disabilities Act (ADA), signed into law on July 26, 1990, landmark civil rights legislation that affirms the rights of individuals with disabilities and promotes equal opportunity, full participation, independent living, and economic self-sufficiency; and

WHEREAS, Disability Pride Month celebrates the diversity, resilience, talents, and accomplishments of individuals with disabilities while recognizing that disability is a natural and valuable part of the human experience; and

WHEREAS, the City of Tolleson is committed to fostering an inclusive community where all residents, employees, and visitors are treated with dignity and respect and have equitable access to opportunities, programs, services, and public spaces; and

WHEREAS, creating a welcoming and accessible community benefits everyone by encouraging participation, removing barriers, and recognizing the unique perspectives and contributions of individuals with disabilities; and

WHEREAS, Disability Pride Month provides an opportunity to increase awareness, challenge stereotypes, celebrate achievements, and reaffirm our commitment to building a community where every individual is valued, included, and empowered to participate fully in civic, educational, cultural, and economic life.

NOW, THEREFORE, I, Jimmy Davis, by virtue of the authority vested in me as Vice Mayor of the City of Tolleson, Arizona, do hereby proclaim July 2026 as Disability Pride Month in the City of Tolleson, and encourage all residents to recognize the contributions of individuals with disabilities, promote accessibility and inclusion, and work together to create a community where every person is respected, valued, and empowered to reach their fullest potential.



Jimmy Davis, Vice Mayor

ATTEST: _____

Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of June 23, 2026

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Crystal Zamora, City Clerk

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The City Clerk Department is requesting the approval of the Regular City Council Meeting Minutes of June 23, 2026.

BACKGROUND:

It is the public policy of the State of Arizona that meetings of public bodies be conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided. Minutes serve a historical purpose, but just as important, they serve a legal purpose, documenting Council's adherence to the proper procedures, city code and state law. The approved minutes are a permanent record.

DISCUSSION:

The minutes provide an outlet for residents to connect with the City of Tolleson in order to stay informed of Mayor and Council's actions, and they are posted on the City's website and filed in the City Clerk's Office. Transcription is provided in order to facilitate communication accessibility and may not be a totally verbatim record of the proceedings.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council approve the Regular City Council Meeting Minutes of June 23, 2026.

ATTACHMENTS:

1. 06 23 26 City Council Meeting Minutes



CITY OF TOLLESON

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**TOLLESON CITY COUNCIL MEETING ACTION MINUTES
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JUNE 23, 2026
6:00 PM**

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A. CALL TO ORDER

Mayor Rodriguez called the Tolleson City Council Meeting to order at 6:00 PM.

B. INVOCATION/PLEDGE OF ALLEGIANCE

The Invocation was delivered by City Manager Reyes Medrano, Jr., and the Pledge of Allegiance was led by Council Member Mendoza.

C. ROLL CALL

City Council: Mayor Juan Rodriguez, Vice Mayor Jimmy Davis, Council Member Christine Chavira, Council Member Clorinda Erives, Council Member Adolfo Gámez, Council Member Linda Laborin, and Council Member Cruzita Mendoza.

Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Chief Government Affairs Officer Pilar Sinawi, Deputy City Manager/Employee Resources Director Wendy Jackson, Chief Financial Officer Kevin Artz, Chief of Social Impact George Good, Deputy City Clerk Citlaly Salas, Field Operations/Parks & Recreation Director Randy Babchuk, Library Director Mandy Carrico, Public Safety Director/Police Chief Rudy Mendoza, and Utilities Director Jamie McCracken.

City Representative: City Attorney Jon Paladini

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS



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E. CALL TO THE PUBLIC (NON-AGENDA ITEMS)

This is the time for the public to comment on non-agenda items. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01.H, action taken as a result of public comment will be limited to (1) responding to criticism; (2) directing staff to review the matter; or (3) asking that a matter be put on a future agenda.

F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring June 23, 2026 as West Valley Day in the City of Tolleson, celebrating the unity symbolized by the 623 area code and recognizing the partnerships, achievements, and collaborative efforts that strengthen the West Valley region. Partners recognized include the Greater Phoenix Economic Council (GPEC), Greater Phoenix Equality Chamber of Commerce (GPECC), League of Arizona Cities and Towns, Luke West Valley Partners, Maricopa Association of Governments (MAG), Tohono O’odham Nation, West Valley Arts Council, West Valley Regional Chamber of Commerce, and WestMarc. – Pilar Sinawi, Deputy City Manager

Mayor Rodriguez proclaimed June 23, 2026 as West Valley Day in the City of Tolleson.

G. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS

H. CONSENT AGENDA – ACTION ITEMS

Items on the Consent Agenda are of a routine nature and are intended to be acted upon in one motion. Council Members may pull items from Consent if they would like them considered separately.

1. Approve Regular City Council Meeting Minutes of June 9, 2026. (City Clerk Department)

2. Approve Claims and Bills Report for the period of June 3, 2026 to June 16, 2026. (Finance Department)
3. Adopt Resolution No. 2652 of the Mayor and Council of the City of Tolleson, Arizona, approving the FY 2027 Amendment to the Transit Services Agreement between the City of Tolleson and the Regional Public Transportation Authority (RPTA), and authorizing the Mayor to execute the Amendment. The Amendment provides fixed-route bus services valued at \$642,968; ADA-mandated paratransit services valued at \$129,196 for an estimated 1,499 ADA-eligible trips; and RideChoice services valued at \$23,581 for an estimated 846 ADA-eligible trips and 227 non-ADA trips, at no direct cost to the City. (Development Services Department)
4. Adopt Resolution No. 2653 of the Mayor and Council of the City of Tolleson, Arizona, approving the Agreement between the City of Tolleson and the Greater Phoenix Economic Council (GPEC) for regional economic development services for FY 2027, and authorizing the City Manager to execute the Agreement. The Agreement supports regional business attraction, job creation, and economic development initiatives throughout Greater Phoenix. The City shall pay GPEC \$4,255 for services provided under the Agreement. (Development Services Department)
5. Adopt Resolution No. 2655 of the Mayor and Council of the City of Tolleson, Arizona, approving a Private Roadway Access Easement for vehicular ingress and egress purposes across the private road known as Pima Street between the City of Tolleson and Martens Park 91 Land, LLC, and authorizing the City Manager to execute the Agreement. (Development Services Department)
6. Adopt Resolution No. 2654 of the Mayor and Council of the City of Tolleson, Arizona, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2027 Expenditure Limitation Report to the Arizona Auditor General. Mayor and Council desire to designate Chief Financial Officer Kevin Artz as the Chief Fiscal Officer. (Finance Department)
7. Adopt Resolution No. 2651 of the Mayor and Council of the City of Tolleson, Arizona, approving an Intergovernmental Agreement among the City of Tolleson, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, and the Town of Wickenburg for participation in the West Valley Investigative Response Team, and authorizing the City Manager to execute the Agreement. The Agreement will remain in effect through July 1, 2031. (Police Department)
8. Approve the Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Ferguson Enterprises, LLC for facilities and building supplies, and authorize the City Manager to execute and deliver said Amendment. The Amendment increases the annual aggregate amount from \$200,000 to \$300,000 for the purchase of additional materials and supplies. The Agreement shall remain in full force and effect through December 31, 2026. (Utilities Department)

9. Approve the Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Sands Motor Company for the purchase of vehicles, and authorize the City Manager to execute and deliver said Amendment. The Amendment increases the annual aggregate amount from \$100,000 to \$200,000 for the purchase of additional vehicles. The Agreement shall remain in full force and effect through March 16, 2027. (Utilities Department)

Council Member Gámez moved to approve Consent Agenda items 1. through 9.; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2647 of the Mayor and Council of the City of Tolleson, Arizona, levying upon the assessed valuation of property within the City of Tolleson, subject to taxation, a certain sum to provide funds for general municipal expenses, all for the fiscal year ending June 30, 2027. The City estimates the primary property tax rate to be 1.5204 and the secondary tax rate to be 1.1556 per one hundred dollars (\$100.00) of assessed value of all taxable property. (Finance Department)

Council Member Chavira moved to adopt Resolution No. 2647; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. FY 2026 Third Quarter Update – Kevin Artz, Chief Financial Officer
2. Police Department Update – Rudy Mendoza, Public Safety Director/Police Chief

K. MAYOR AND CITY MANAGER’S REPORT OF CURRENT EVENTS – FOR DISCUSSION

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.

Vice Mayor Davis moved to convene into executive session at 7:19 PM; the motion was seconded by Council Member Gámez. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(7) for discussion or consultation for legal advice with the City Attorney and for discussion or consultation with designated representatives of the City to consider its position and instruct its representatives regarding the possible acquisition of real property from other government entities.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

The meeting was adjourned at 7:39 PM.

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City of Tolleson**Checks Recorded****Check Dates: June 3, 2026 to June 16, 2026****PAYMENTS OVER \$10,000**

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CITY OF PHOENIX	\$308,062.92	187846	6/10/2026
KIMLEY-HORN AND ASSOCIATES INC	\$107,508.00	102665	6/11/2026
TF CONTRACTING SERVICES LLC	\$67,102.23	187865	6/10/2026
SANDS MOTOR COMPANY, INC.	\$66,706.98	187893	6/15/2026
LYFT, INC.	\$45,059.10	102667	6/11/2026
PEORIA FORD	\$37,286.15	187856	6/10/2026
ASR CONSTRUCTION GROUP LLC	\$31,993.54	187844	6/10/2026
MARICOPA COUNTY SHERIFF'S OFFICE	\$27,705.19	187800	6/4/2026
CENTERLINE SUPPLY INC	\$24,983.70	187789	6/4/2026
CORE & MAIN LP	\$15,779.62	187848	6/10/2026
ALEX AREVALO	\$15,000.00	187842	6/10/2026
CARESCAPE INC	\$14,880.00	187822	6/8/2026
GENERAL PACIFIC INC	\$12,920.90	187850	6/10/2026
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$12,850.00	187845	6/10/2026
ARIZONA STATE TREASURERS OFFICE	\$12,366.65	187897	6/15/2026
WESTERN ENVIRONMENTAL EQUIPMENT CO	\$12,255.59	187870	6/10/2026
WESTERN ENVIRONMENTAL EQUIPMENT CO	\$12,255.58	187870	6/10/2026
FLYERS ENERGY LLC	\$12,149.24	102624	6/5/2026

Post-Production File

City of Tolleson
City Council Meeting Minutes
June 23, 2026

Transcription Provided By:
eScribers, LLC

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Transcription is provided in order to facilitate communication accessibility and may not
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* * * * *

MAYOR RODRIGUEZ: Good evening, everyone. I'm Mayor Juan Rodriguez. Today is June 23rd and I would like to call the City Council meeting to order. We're going to begin with the invocation and pledge of allegiance. So I'm going to ask City Manager Medrano, will you please provide the invocation and council member Mendoza -- and this must be an old one. Mendoza, yes, to please lead us in the pledge . If you're able to. Please stand.

MEDRANO: Heavenly father, thank you for the gift of this day. We dedicate our thoughts, words, and actions to you, guide our steps, protect us from harm, and give us wisdom to handle whatever comes our way. Help us to reflect your love around us. In Jesus' name we pray

MAYOR RODRIGUEZ: Amen.

ALL: Pledge allegiance to the flag of the United States of America and to the republic for which it stands one nation under God, indivisible, with liberty and justice for all.

MAYOR RODRIGUEZ: All right. Thank you both. City Clerk, please let the record reflect that all seven council members are present today. We're going to move on to D. Now is the final call to submit speaker request to the City Clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comments will be limited to 1, responding to criticism, 2, directing staff to review the matter, or 3, asking that the matter be put on a future agenda.

Madam City Clerk, do we have any submissions at this time?

SALAS: No Mayor.

MAYOR RODRIGUEZ: Okay. Moving on to E, It is now call to the public. City Clerk do we have any submissions for call to the public?

SALAS: We don't, Mayor.

MAYOR RODRIGUEZ: Moving on F, schedule public appearances and proclamations for discussion. Item number 1 is a proclamation declaring June 23rd, 2026 as West Valley Day and the City of Tolleson celebrating the unity symbolized by the 623 area code and recognizing the partnership, achievement and collaboration effort that strengthens the

West Valley region. Partners recognize include the Greater Phoenix Economic Council. Let's give them a -- I know they're here. Now I got to make sure I don't miss any. The Greater Phoenix Chamber of Commerce. The League of Arizona Cities and Towns. West Valley Partnership up front. Maricopa Association of Governments, also known as MAG. The Tohono O'odham Nation. The West Valley Art Council. And the West Valley Regional Chamber of Commerce and of course, Westmark. They're both here as well. All right, so this is going to be fun because we're going to take a really nice picture. Okay. So Deputy City Manager Sinawi will you say a few words regarding this proclamation? Any instructions?

MEDRANO: Thank you very much, Madam Deputy City Manager. Thank you, Mayor. Members of Council, welcome to our partners here today. I can look into all of your faces and recount countless efforts that we partnered on that have only made not only Tolleson, but the entire State of Arizona better. And I'm proud to have worked with you for so many years. I look at some of you, and I remember when we all started together, and even though I know I've aged significantly, none of you have. But it's been one of the greatest joys of my life to share my public service journey with each of you. You bring great joy to the City of Tolleson, and that's the greatest gift you can offer any partner.

So we honor you today for that effort, for investing yourself in our community and the entire West Valley. It's Maricopa. I can go on forever. State of Arizona. Right. So today's a special day for us. I did come prepared, if you didn't notice. Yes, I did pushups all day to make sure that. But I love 623 Day, West Valley Day. As a native of the West Valley myself, literally born at Saint Joe's, which is Third Ave, right west of Central. So I was born in the West Valley, as all of us were. I think my dad was born in the West Valley. I can go on forever. My grandmother was born at 107th Avenue and Thomas in 1925. And I'm just one family that could say that I lose track of how many families that have been here for so many years. And we're honored to share this day with you. Thank you for being here.

MAYOR RODRIGUEZ: All right. Do you want to give our West Valley partners or

proclamation and then instructions on how to take the photo today. Are we going to do it? I got an extra one. I got an extra one.

UNIDENTIFIED SPEAKER: (Indiscernible) And I couldn't -- I have to say, the shirt. Aaliyah is here in the back. And Esdra, blood, sweat and tears. It was like Melissa -- it was like Project Runway mission. So thank you very much.

MAYOR RODRIGUEZ: Yeah. Come on up, folks. We're going to hold them like this, so I'm not. How are we doing Come on up, folks. How you doing? Hey, folks. How are we doing?

UNIDENTIFIED SPEAKER: Nice to meet you. Hey.

MAYOR RODRIGUEZ: Long time no see.

UNIDENTIFIED SPEAKER: Thank you. Sir. Thank you.

MAYOR RODRIGUEZ: There you go. Thank you very much. Thanks for being a part of this.

HOFFMAN: Mayor and council, I just wanted to say on behalf of the entire West Valley, we so appreciate you supporting 623 day and supporting the West Valley the way you do. And like Reyes said, we started off our careers when we had much less gray hair and knew each other very well. So it's been a pleasure working all these years with you. And it was so cool to walk in here and see all of the partners that we all continue to work with the League, the chamber, GPEC, everyone here today. So thank you all for having us and for celebrating 623 day.

MAYOR RODRIGUEZ: This finish off really quick. Anybody can is welcome to speak if they want to. But ultimately, you know, the West Valley is, as you all know the combination of a bunch of small cities. And we have one thing in common. In particular here in Tolleson is we're pinched between two very big cities. And so we have to have a big city bite, even though we have a small dog body to be able to compete when it comes to retention, when it comes to recruitment, when it comes to all the hours that are out there in public service, we have to be able to basically compete with the big boys. And so the necessity for partnerships and leaning on each other to find success is beyond critical. It's a requirement, another R.

So I'm personally thankful. I've seen it over the last eight years, actually over since 2005, since I've been on council, I'm not quite as old as Reyes. I'm starting down the road of gray. I don't have a freeway yet but I'm working on it. But I will say that it has been the work of our staff and the partnership they've been able to cultivate that has created some very good harvest in our city. And I would say that that I would be remiss if I would say that another West Valley City mayor wouldn't agree with that. It is really the partnerships that we have cultivated here that have created this buzz in the West Valley. I mean, everywhere you go, everybody wants to be in the West Valley. And that's a beautiful thing. So I want to personally thank all of you guys for everything you've done over the last however many decades.

Of course, I mean, long time partners, the City of Tolleson and everybody else. But with that now, therefore, I Mayor Juan Rodriguez, do hereby proclaim June 23rd, 2026 as the West Valley Day and the City of Tolleson be a proclaimed gold 623. And I will add that we put you guys first on the agenda because it's about dinner time. And here in Tolleson, we have a bunch of great restaurants that I would recommend you all go and eat spend some money. Have a great time. Yeah, I have some great cool beverages. We have some of those too. But yeah, gas up. Do everything you need to do here in Tolleson. We got some serious around here. Pick up a couple pounds of good stuff. But thank you all in in full sincerity. Yes, yes. But thank you all for being here and for everything you do for us. So thank you. Have a wonderful evening.

All right. I'm going to move on to business from the floor, not seeing any items. I'm going to go to consent agenda action items. I see items one through nine. Council, if you've had an opportunity to review and would like to indicate a motion

GAMEZ: A motion for approval, Mr. Mayor.

MAYOR RODRIGUEZ: We have a motion from council member Gamez. I have a second from council woman Laborin. All those in favor of approving the consent agenda items, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Madam Clerk, motion passes unanimously.

All right. I might get home for dinner. Regular agenda action items. Adopt or deny resolution Number 2647 of the Mayor and City council of the City of Tolleson, Arizona, levying upon and the assessed valuation of property within the City of Tolleson, subject to taxation, a certain sum to provide funds for general municipal expenses for the fiscal year ending June 30th, 2027. The City estimates the primary property tax rate to be 1.5204. I would say one of the lowest in the West Valley in the State. And the secondary tax rate to be 1.1556 for \$100 of assessed value to all property taxes. I will turn it over now to Chief Financial Officer Artz. Sir, you have the floor.

ARTZ: Mayor and council. This is the final step of the budget process for this year. So it is adopting the property tax levy. As the mayor mentioned, it's resolution 2647. It's adopting the city's property tax rate, which is remaining consistent with the prior year. So no increase in the primary -- or no increase in the combined tax rate for the City. So staff has presented this on several occasions. We had a public hearing on it the last meeting. We have not received any feedback from any residents or anyone on the public hearing that we had. So with that, staff recommends council adopt the resolution.

MAYOR RODRIGUEZ: Okay. Well, I just want to state you guys have done an amazing job, as I have stated in the past. Getting here is not an accident. Getting here is a science the science of the numbers. And at the end of the day, you guys heard me say this 100 times when people say, this is what I want to do for our community, don't tell me what you want to do. Show me your checkbook, and I'll tell you what you prioritize. So if you spend all your money on stuff that has nothing to do with serving your community, that's a problem. We here in Tolleson take that very serious. And so every cent, every penny that we spend on behalf of our residents goes back to a program, a facility, or some kind of a benefit that makes their quality life better. And so here we are today again, not increasing property taxes. And every department is fully funded and we have a really good surplus.

So I want to thank my fellow council members for helping out with that initiative. It's not a mayor thing, it's a council thing. And then of course staff quarterbacks. It runs

with the football and scores at Tolleson. Touchdown. You like that Randy. You like that. Go Wolverines! So I will entertain a motion to adopt.

CHAVIRA: May I make a motion to adopt.

MAYOR RODRIGUEZ: I'm going to go to the edge. Okay I'm going to go with the council woman --

CHAVIRA: Chavira.

MAYOR RODRIGUEZ: Chavira, yes, sorry. One of those moments. And then I'm going to go with Vice Mayor --

DAVIS: Davis

MAYOR RODRIGUEZ: Davis. We have a first, and we have a second. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Awesome. Motion passes unanimously, and I look forward to another year of great finances in the City of Tolleson. Okay. What's our annual operating budget?

ARTZ: This year it's \$247 million.

MAYOR RODRIGUEZ: \$247 million. And how many square miles are we? Just wondering. Great job. Great job everybody. Okay. Work, study and presentations for discussions. We have two. We're going to start with number one fiscal year 2026 third quarter update. And sure enough, Chief Financial Officer, you continue to have the floor.

ARTZ: Thank you, Mayor and council. So this is a review of our current year budget. So we're looking at the third quarter, which is through March of this year. And the PowerPoint up here. So this is basically seventy-five percent of the way through the fiscal year. And just wanted to go over the revenues and the expenditures fairly quickly here.

MAYOR RODRIGUEZ: Our police chief is going to present next. He's not in the process of arresting our chief financial officer, just to make sure everybody understands that.

ARTZ: I say the wrong thing. Now I'm getting nervous with him.

MAYOR RODRIGUEZ: A little bit of pressure. Yeah.

ARTZ: Wait till he sees that the finance department is over budget again.

MAYOR RODRIGUEZ: Thank you, Mr. Artz. That was the fastest presentation I've seen.

ARTZ: So as I mentioned, this is through March of 2026. We'll start by looking at the general fund some of our major revenue categories. Taxes. That's our sales tax and our property tax. We've collected eighty-five percent of our budget through March, so looking very strong there. Positive growth, positive trends there. Intergovernmental revenue is our state shared sales tax, the state income tax, the auto and Lou tax, all of the revenue that we get from the State. So we're actually above budget already. We're at one hundred and one percent there. Licenses and permits that is our, you know, business licenses, building permits. That has slowed down. We're only at about forty-one percent. We did make an adjustment for next year's budget to reduce our budget number there. So we're not relying on that, but it is a fairly small revenue line item in the grand scheme of things.

So the fact that we're only at forty percent isn't concerning to us at all. Charges for services. That's the dispatch fees that we charge our other partners to develop Mirage and Tio. So that's coming in at eighty percent eighty percent. Interest income or a \$2.3 million or eighty-one percent eighty-one percent interest income. That's a combination of, you know, interest rates staying high, us having sufficient funds to invest and then also extending the maturities out a little bit in investing in things that are a little bit longer term instead of short-term. So in total, we've collected \$43 million of our \$49 million budget. We're at 86 percent in the general fund. So very positive numbers there.

When we look at all funds public safety sales tax, that's our dedicated sales tax. We're at 72.1%. Herf is our highway user revenue fund. That's the gasoline sales tax, where it's seventy percent. Water is at 74 sanitation at 69. Wastewater is at 27 percent. That one, again, is a bit of an anomaly because we bill our partners for the capital projects that we do. So if we haven't spent the capital money, we don't bill them. So when we get to the expenditure side, you'll see the expenditures are approximately in that same

range of the seven to \$8 million. So that's not concerning at all, because we just haven't billed them for the capital projects, because we haven't constructed them yet. And then sewers at 66 percent. So again, all of the revenues are coming in real close to the 77 percent, or a little bit above that. This table breaks down our sales tax collections. So this is by for each month for the past five years. So you can see their fiscal year 26. We've collected \$36 million in our city sales tax. Comparing that back to 2025, it was at \$32 million. So we've collected almost \$4 million more in sales tax through the first nine months of this year

And then this graph, it just shows that, you know, in a different format. And what we really look at here is the columns on the far right for each of the months. And what we like to see is that that dark blue on the far right is higher than that green column. That's the one right next to it. So that's showing us that each month we're continuing to see positive revenue growth on a year over year basis. There was one month in October when it was negative, but the other eight months have all been positive. So this is something that we look at. It's just really easy to look at real quickly, to see that our revenues and our sales tax are continuing to grow and be positive.

Expenditures by department. So we've got a listing here of all of the expenditures. I won't go through them all. Majority of them are below 75 percent. Finance is at 80 percent. So we're over as of the third quarter, but we're confident that by year end, which is in a week here, we will still be under budget. Here's the rest of the departments again, everyone at or below the 75 percent here. The one department that we are going to go over budget on is transportation. We had a presentation, I believe, at the last council meeting and went into a little bit more detail on that and on why that's going over budget, but just that is one that we're going to have to come back and ask council to make a budget amendment once the year is closed out.

And then here these are the capital funds. So again no concern that you know, we're at 89 percent on the capital. It's just that's a function of making our capital purchases and no concern at all there. So in total expenditures in the general fund, a little over \$32 million, right? At about forty-nine percent of our budget. When we look at the other

funds again, everything is right in line with where we're expecting it. None of these other funds are over the 75 percent. So we believe that we'll be right where we need to be at year end for all of our funds. So with that, the key takeaways are just the fiscal year 26 revenues are projecting to come in over budget expenditures are projecting to be below budget. When we get to the end of the year, it will create some surplus -- some additional surplus that we hadn't planned on because revenues are coming in stronger and expenditures are below budget. So with that, staff is available. If you have any questions, there's a great problem to have.

MAYOR RODRIGUEZ: Council questions. Comments? Yes.

DAVIS: Keep up the good work.

MAYOR RODRIGUEZ: I think you got across the board thumbs up. Are you and your team? I should say you guys have a tremendous team, and so please let them all know that we think very highly of them, and we appreciate all their hard work throughout the year to get us to the point where we're at today.

ARTZ: Thank you sir.

MAYOR RODRIGUEZ: As I promised, we are going to move on to item number two, which is police department update. Public Safety Director Mendoza, you have the floor, sir

MENDOZA: Perfect. Let me set this up. It's already messed up because the first rule. Anytime you ask a bunch of cops to come to any kind of meeting, you have to remove the back row. Make sure they all come sit in the front. It happens at every single training. So that's usually how you want to start off. Mayor and council, thank you for having us here. I have a lot to get to with the police department. Actually, it's very condensed. We do a lot of things throughout the year. It's kind of hard to pare it down to something I can show you in a meeting, but these are kind of the things that I wanted to get through to you as far as what we've been doing over the last year.

But before I get started, on July 4th, we'll be celebrating our 250th anniversary of the United States of America. We have badges that each officer will be wearing starting in July. They'll get to wear that badge for a year. It's a 250th anniversary badge. But we

would also like, before we get started, we'd like to present each one of you with a two hundred and fiftieth anniversary badge. And full disclosure, as we were going through the process of getting these badges, it was actually Chief Grow's idea to get them for you. So he's very thoughtful when it comes to that. And I appreciate it. Makes us all look very, very good.

MAYOR RODRIGUEZ: I'm not going to tell you how I'm going to use the badge. You have on to display or because that way, people.

MENDOZA: Absolutely. If you have a shadow box or you get any kind of frame or something, you want to put it up if you want to.

MAYOR RODRIGUEZ: Pass it around. But I don't want --

MENDOZA: A picture of me to put next to you. I mean, whatever you want to do it.

MAYOR RODRIGUEZ: Thank you. This is a really cool, cool gift.

MENDOZA: Don't cry. It could, I mean. Well, I wouldn't do that. All right. Well, Mayor and council, thank you. Again, I'm Chief Mendoza. I've been here for about 25 years, actually. Yeah, a little over 25 years now. I started as a dispatcher and you know, went out into patrol and then moved on to the ranks. And I think most of you guys know my story. You guys have been here long enough to see me kind of grow up in the police department. So one of the issues that we deal with throughout this year and something that we started kind of I'm almost actually programing for is homelessness.

So Tolleson Police Department has been coordinating its response to homelessness with the Maricopa County Hand in Hand program. So we were looking for a way to try to provide services first before we start with enforcement. And it is starting to be pretty successful. Lieutenant Mike Weeks and Sergeant John Fisher are the two points of contact for the Tolleson PD as it relates to homelessness issues. And I know Sergeant Fisher is here. And then I believe Lieutenant Weeks is -- Lieutenant Weeks is not here right now. He's on his way in. There was a fatal wreck on the 303 that he's kind of trapped behind right now. He's not involved in it.

So some of these numbers that I'm giving you, they're they've already gone up. Because by the time I wrote this and I was able to come and present to you, we've had other

pretty great outcomes. But we currently know of twelve successful referral connections to services. Our very first one was a homeless woman who had just had a baby. Hand in hand received the initial information from us. That's kind of how it was supposed to work. And then, hand in hand, was able to immediately shelter the woman and her child and begin to investigate longer term solution for housing. So that was kind of the first one that we, we saw working out. And then again, we've, we've also had twelve other successful referrals.

Chris Medaglia he's not on this slide. And you guys know Officer Medaglia, he's also pretty instrumental in helping to facilitate them being sent over for services. Emergency preparedness and school violence. The Tolleson Police Department sent Sergeant Jacoby, who's not here and Officer George Perez to become certified alert. That's advanced law enforcement rapid response training trainers in 2025. As certified trainers, they can train all of our officers in rapid response. Most of us would know it as active shooter training. In the spring -- over spring break in 2025, they conducted our first department wide training at Arizona Desert. They graciously let us borrow their campus, and they actually had the training there, and we got our entire department through.

The goal is to have every officer alert trained and then conduct annual refreshers. So this is something that's going to be ongoing. So it's not a one and done. It's something that every year we'll be doing these things, we'll be working with the schools to use the school campuses for training and provide that training for officers so that in the event of an emergency, hopefully that never happens, we'll be prepared for it. Sergeant and Officer Perez will continue to attend the alert advanced training to stay up on best practices, so I'm not sure, George. Oh, okay. So neither of those, neither of them are here, so.

Substance abuse. The Charleston Police Department handles the enforcement aspect of substance abuse issues within the City of Tolleson. The majority of our investigations are handled by the Community Action Team. The acronym is CAT So you'll hear us say our cat detectives or our CAT team is out doing, you know, whatever surveillance search

warrants. That's who we're speaking about. Yeah. So our CAT detectives have had the following successes. I mean, if you count the search warrant on Monday, it would say sixteen search warrants. So and I'm sure there's been some since I wrote this slide. But at the point when I was writing this, they had written fifteen search warrants on structures, 31 electronic GPS warrants made, 73 arrests seized, 15,000 fentanyl pills 1319 grams of methamphetamine, 252 grams of fentanyl powder.

And yes, there's more twenty pounds of marijuana, 35 grams of crack cocaine, three grams of heroin. Big one for me, twenty three firearms. I always like when the officers are getting guns off the streets. Two pieces of body armor. We took in over \$327,551 in seized currency. And we seized -- also seized three cars. So it's a very active team right now. We're down to one, detective. So it's slowed down a little bit. But as our numbers are getting beefed back up like, we have currently have five in training right now, but as they hit the street, we'll be able to put the second CAT team detective. And I'm sure these numbers are just going to jump. They do a really, really good job with that for us. They're very proactive. And they're not -- and this is just all the drug stuff because this is a substance abuse, but they've solved big burglary you know, smash and grab stuff. So they just do a really good job for us.

So the Tolleson Police Department will continue to conduct drug investigations with CAT detectives to further reduce the number of drugs that may be present within the City. And again, we just wrote a search warrant and executed it on Monday. This morning or not this morning, Monday morning. So the big one for me. We've talked about it multiple times, and I finally get to kind of showcase it because it's always been just kind of me speaking about it, but the 30 by 30 initiative. The 30 by 30 is an initiative to support and advance women in policing. The 30 by 30 goal is to have 30 percent representation by women in law enforcement by 2030. Research evidence indicates that the importance of achieving at least thirty percent representation to empower Group to influence an organization's culture. Through strong recruitment efforts, Tolleson PD now has eight police officers that are women and two more that are in the academy. When the two graduate from the academy will have ten. This represents the

most women police officers in the history of Tolleson PD. There's still work to do. As thirty percent of our agency would actually be 11.7 officers. So getting their number to 12 would help us cross that that thirty that 30 percent.

And so before I get to the next slide, I just want to introduce them because we, I talked to them and I don't want them to be just a number. I want you guys to see who they are. So when I call your name, if you're standing, if you'll wave, if you're sitting down, if you'll stand up. But let's start with Officer Kylie Arellano, Officer Foley, Detective Katie Hitz, Officer Hannah Jeter's, Officer Angela Palamara, Detective Brianna Rice, Officer Deanna Rivas, and Officer Sue Share, who's been with us, She's getting close to 20, she's wasn't able to be here, am I right? Yes, officer Sue Share.

Our two recruits who will be graduating on July 9th. I just talked to them as the meeting was started and they were excited they passed it. Was it the third? Yea, the third, third block test or whatever it's called. And I was like, well, that's good, we're moving on. So we'll see them after July 9th. But we have recruit Genevieve Estaglio, Recruit July Jimenez. So this started about three years ago, maybe a little bit longer. Sergeant Jakupi and I were actually at a IEP conference in San Diego, and we were walking by a booth in the expo, and it was the 30 by 30 booth. And they're like, hey, chief, we want to talk to you. You've heard of us? And I said, no, I've not heard of this 30 by 30. And so they started to talk to us and explain to it. And Sergeant Jacoby and I left, and as we're walking back to the hotel, we're like, we could do this. Like, we can we can make it happen.

So I wish he was here. He's watching Team Bosnia in the World Cup. And that's where he's where he's from. So how excited for him to be there. But he's truly been the architect behind what you see behind me. Literally little has to do with me other than maybe just kind of the start of the vision. So he really deserves a lot of credit. But again, we're not just chasing a number. Like, that's not the point of this. The point is to find people that can make a great impact on our community and that their high performing individuals and they meet our culture. And that's really what's important in our hiring process, is that we're finding people that can mesh into our culture and that

can have an impact on the community. So this is some of the impact that you'll see. So Detective Katie Hitz. She's a person's crime detective. We got her from Chicago PD. She's part of our peer support team. She's a PSPRS board member, and she has been acting sergeant, and she will be acting sergeant again as Sergeant Jacobi will be going to the National Academy. So she'll be in that role as acting sergeant for ten weeks.

We have Officer Deanna Rivas. She's a field training officer. And my philosophy on field training officers is you want to have them -- the People you select to be field training officers is because you want more of them. They're going to train people to be just like them. And so that's when I select people to be FTOs It's because I want more of them. They're just they're just great role model. So Deanna Rivas is a field training officer. She was also our SRO..

Officer Siaca Foley, she's a field training officer. She's also a drone operator. She's our flock admin. So for the entire police department, she's the kind of our go to person for when it comes to flock. She's part of the team. Detective Briana Rice, I think our tactical operations. I'm sorry about that. Yeah, a lot of acronyms, so yeah, ask away. So I think it was last week she was Officer Briana Rice, Now she's Detective Briana Rice. But she's also a field training officer. She was a cadet program advisor. She's our fleet coordinator, which is a thankless job. I'm sure at some point she's can't wait to get it handed off to someone else. She's also on TOE the team.

Officer Hannah Jeters again, old slide in the process for becoming a drone operator. But she passed the test, right? Yeah, she passed the test. And so she's good to go. But one thing that's about Officer Jeters that I want to let you guys know she was named exemplary recruit of her class.

And everybody here that's ever graduated from a police academy, that's the big one. That's the one you want to win. That is a an award that is done by a vote amongst your peers. So academy staff has no input on it. So her class voted her to be the exemplary recruit. And we're so very proud. Officer Kylie Arellano again, old slide. It says fourteen DUI arrests. I think if I went back and there might be two or three more now. But that's since August of 2025. So that's a that's a real stat. You know, we take DUI arrest very

seriously. It's hard to get police to do DUIs because of how much work has to go into there. It's very it's very technical. And so you'll see a lot of people shy away from it. So it's great to have someone that is just going to go and I guess track them down, make the arrest and you know, file the appropriate charges. So again, those numbers are when I wrote this slide. But I know they're big. They're much higher now.

We have two nonsworn leaders here. And the 30 by 30 initiative covers sworn. But I would feel bad if I left these next two out because they've been such a big change agent for our police department. And that's Amanda Howard and Lisa Gudino. Amanda Howard is our support services manager. She is in charge of our property and evidence our records. And she also has Lisa, who is our dispatch manager, reports to her. So she has she's our highest ranking civilian position.

She does a great job for us. I was, I think I was talking to Lieutenant Garrett back there, and there's just not a lot of things that Amanda is not involved in with our PD. But her and Lisa just did an absolute phenomenal job of turning around dispatch. It was -- the start was rough. You know, when you bring in somebody to make some changes, it wasn't always well received. But we're well, on our way. Word has gotten out that we're the, the type of organization that we are. And I think they had an interview with a lateral applicant who said the words out, like people want to come work at Tolleson and Tolleson dispatch. So that's a good thing. It used to not be like that. But those they were very, very instrumental in doing that.

So moving forward, TPD will continue building on success in hiring qualified women by placing a greater emphasis on creating advancement opportunities through mentoring, training and supervisory development experience. So again, we're not chasing a number like this is real. We really want to we want to not just hire women, but we want to make sure that they are promoting through our through our department. I know we have some sergeants that are coming on getting close to retirement. And there's, there's going to be some holes to fill. And I know that we'll have some that are ready to promote it in that moment. We haven't had a female police sergeant since 2011. That was my wife when she left to go to Peoria. So it's been a long time. So we really want

to make an effort to make that happen. It's super important to me. So this is a big one, also accreditation?

MEDRANO: Mayor council. I just want to make a special effort to acknowledge how big a damn deal the 30,30 is and how proud we are of all of you and the contributions you made to this organization. And I can I know I'm speaking on behalf of all of us that are the old guys. Now. This is a long day coming, and I'm very proud today, one of the best days of my life here. So congratulations to all of you.

MENDOZA: Thank you sir. The accreditation. Back in January, we signed into what's called the Arizona Law Enforcement Accreditation Program is actually on January 28th. There's good and bad to that. The good is we finally got in. The bad is we're now our two year clock started. So we have two years to become an accredited agency. We'll have to demonstrate that we are following best practices as established by at least 174 standards and 430 proofs of compliance. After becoming accredited, we'll have two years before we have to start the process over again. Reaccreditation. So what's a leap and what's accreditation? So accreditation, if I just can just say it's a way to have an outside organization come and take a look at us and make sure that we are operating under best practices.

A leap is Arizona specific. So you'll see like CALEA certification or accreditation, you'll see these other accreditations. These are outside agencies that are not specific to Arizona. They're more like national. And so ACOP, Arizona Association of Chiefs of Police, they decided that, hey, we needed to have our own accreditation here in Arizona. The numbers are growing. So we wanted to make sure that we're not left out. You know, we definitely did not want to -- we definitely didn't want to be the agency that the only agency in the West Valley or in the Valley at all that wasn't accredited. So we made the leap again. I'll go back to Amanda Howard. She's leading this effort as our accreditation manager. It's a lot of work. It's very, very tedious. As you can see, there's again, 174 standards and 430 proofs of compliance. So every standard, we have to show proof that we're meeting that standard. And that's taking a picture of a record, uploading a report, making sure that we're, you know, arrest procedures are correct. I

mean, everything has to be looked at. And then we'll have the outside agency actually come in and do an inspection. You guys will be part of that process. We'll let you know when that is happening. And then once we get accreditation, we'll be able to present it to you.

There are future accreditation opportunities. We want to get the big one out of the way, which is our which is our PD. But there's a communications and then there's also a property and evidence. There's also accredited chief executive. So and yeah, it's the Ace program. And there's also one for first line supervisors. So actually your position, you can get this accreditation for your position. You just have to meet some of there's some requirements that you have to go through and then fill out the application. And then you can you can be like, I can become an accredited chief. Chief Grow can be an accredited second in command. And then down the line.

I think this is the last slide. But I just wanted to let everybody, you know, know this is, you know, part of our mission statement is build strong relationships with the community. And it's always been something that the police department's been a part of since I've been here. There's always someone else driving it to have us do these things. But now we're starting to pick them back up. And I think we're doing, we're knocking it out of the park. The Tolleson Police Department toy drive. We had a goal of providing gifts for one hundred kids. We surpassed this goal by providing gifts for, 195, so almost doubled it. We tried. We tried to get it to 200, right? Yeah. We just weren't able to do it at the end.

Gifts that were distributed were received through the Steven Martin Toy Drive. That's no longer open. In fact, that was a big help. They were closing down and they said, hey, if you guys want, you can come pick up all of the toys. And we said, we'll be there. And actually, I think Detective Rice drove the truck down there, pulled the trailer and everything. Got it down there and picked up all the toys. We also did a shop with a cop program. TPD Christmas angel tree. It's a board that's actually in our hallway that has the kids names and what they're what they would like for December 25th. And then, you know, just our officers and our dispatchers, they all pitch in and they grab a name

off of there, and they. And they shop for them at out of their own pocket. And then we had substantial help from local Tolleson businesses. There's a number of them.

We also have our Special Olympics fundraising. So TPD hosted a tip cop event at Texas Roadhouse and collected over \$1,400 in donations. Again, we used to have a very, very strong special Olympic fundraising and torch run program. But fortunately, when my wife left in 2011, it kind of no one really, you know, no pun intended. Wanted to pick up the torch and run with it. But we were back in it, and I'm happy and our and our first one was very, very successful. And Texas Roadhouse was a great partner. In fact, they can't wait to do it again next year and be bigger and better.

And then city events. So I mean, everybody here goes to our city events. You'll always see us there. We're doing something, we're providing something. And it's important to us. And they and our and our officers come up like I, I think our traffic officers in Whoopee Daze, they wanted to do goggles that show you if you're intoxicated or not. Like, I know your limit. That was something they came to us like, hey, we would like to do, like a know your limit. And then we showed our drone program. And so you know, they're always coming up -- our officers are always coming up with things that that we can do in these events. And then I also wanted to introduce to you Lieutenant Lee Garrett. There's -- and back to homeless. There's Lieutenant Winks.

He's our outreach coordinator for -- he's at the lieutenant level. But Lieutenant Lee Garrett, he's very instrumental in the toy drive. And definitely he's the one that coordinates our city events for us. There's a lot of planning that takes place. He's going to those meetings that he's also working with officers to set up the booths. He's driving the command van and dropping it off in El Mirage for you know, for an event and then driving it back. So he does a lot of excellent work for us in that capacity. Mayor and council, so with that, I will stop talking and I'm open to any questions.

MAYOR RODRIGUEZ: Council, is there any questions?

GAMEZ: Well done, you guys should be congratulated. Thank you so much. Thank you.

MAYOR RODRIGUEZ: Thank you. Council member. Vice Mayor Davis?

DAVIS: Of course I have questions. So first of all, I just want to thank you all for the

work that you do in our community. It is amazing. You know, I, I grew up with my grandfather as a chief of police, and so I have the most respect for the badge because I literally. Literally, I was going to cry, literally almost cried when he handed me this a few minutes ago. So thank you very much for this very thoughtful gift. And I commend you and your leadership and pushing this this 30 by 30 initiative. It's amazing to see so many women working for our department. How many, how many sworn officers do we have in total?

MENDOZA: 39.

DAVIS: 39 Okay. And if we're at full capacity, what would that number be?

MENDOZA: It's 39. Yeah, 39 is our number. And currently we're at 38. So we have one vacancy right now.

DAVIS: Oh just one. Oh that's really --

MAYOR RODRIGUEZ: Includes the two young ladies going to the academy?

MENDOZA: Correct.

DAVIS: Okay. As so you know, the That the women initiative is great, and we want our police department to reflect the community that we represent. So what percentage of our police department would you say would identify as maybe as people of color?

MENDOZA: I don't know. I think. --

DAVIS: Sorry. That's a hard question.

MENDOZA: Yeah, yeah. You know what, I really haven't. Yeah, we can get back to you, but I mean. --

DAVIS: I think it's pretty high.

MENDOZA: I think it I think so too. Yeah, I honestly I do I, I think it is. Yeah.

DAVIS: Yeah I really do too, which is amazing. You know we want to actually right before I came here, I just spoke at a pride leadership event, you know, and it's really important for people to see themselves in, in the leadership around them. And that includes police and fire and on city council or whatever it may be when they come in the building. You know, I think it makes them at ease if they can see themselves and the People that are representing their community. So it's just it's something that I think it's

really important. I think it's something we do really well here in Tolleson, so I think it'd be something that's worth looking at and highlighting. Yeah. So that was that. The other question I had revolves around retention. So what efforts do we have underway to retain officers because it's pretty competitive out there. Right? We're a small agency. And if you know somebody wants to move up quicker or do something really specialized, they might want to move to a bigger agency. So what efforts do we have underway to try to keep people?

MENDOZA: So you know, I'm always working with the City management and specifically deputy city manager Jackson on these types of things and these types of issues. And so there's a variety of things I can tell you that we're not able -- or we don't typically, you know, back up the Brinks truck and throw cash at everybody. I know that's what everybody seems to be -- I think the way we've been retaining people is through our culture and how we treat people. It really is. I know we've brought people from other agencies in here and they will tell you if you ever, you know, have a chance to talk to some officers that have come from other agencies, they'll tell you they just get treated differently here. I think we're just kind of like a tight knit group of people culture that, you know, loves coming to work with each other and that usually keeps them here. As you know, formal things that we have like that are formal for retention purposes. Like, we just don't have them, like, we don't have a lot of opportunities for promotion. We are opening up different specialties, like starting up our, our, our tactical unit. And that's to also include fire with the tactical unit.

We're actually bringing medics on to the team. And so that helps with retention. So the more variety that we can give them. And that's I guess that's one of the directions that we're going is that we're trying to like just open up a like more variety and more jobs because that that's what officers, quite frankly, find exciting is to, you know, go help with search warrants. So yeah, other than that, we kind of work through retention and programs with city management.

DAVIS: Do we have?

MEDRANO: Can I augment that a bit if I could, because Chief Mendoza is too modest?

One of my favorite things I hear Rudy say, and I quote him often, you'll hear him say, I love cops. And that's a very concise statement, but no one embodies it like him and his leadership team. And frankly, all of them, you feel it when you go to that Department. They all care so much about each other, and they want each other to be successful. And it's easy to call it culture, but it all starts with you and council allowing, -- empowering us, empowering Rudy to show them how much we care about them. It's not just words. And we put our money where our mouth is in the form of our benefits. We had a firefighter that left a while back and called Chief Young and said, hey chief, I thought all benefits were the same for all firefighters because it's far more expensive where he went and in far less coverage.

So there are specific elements of our benefits package that will never diminish. And we've had providers ask us to diminish them and we say, no, it's only going to get richer and we take their overall well-being seriously. And Rudy lives that mantra. He loves cops, and I've seen him all his career since he was a dispatcher, and he's proven it time and again. But he'll never tell you that because he is who he is. But he lives that way, as does Jeff and everybody. I can name you guys all you know who I'm talking about. But that's important to reinforce that, to reinforce how much I value, how much they care about their people. We value how much they care about their people.

MENDOZA: But yeah. Just one second, Mayor and council just -- we can get better. I can get better. And finding different things to keep people here. You know, one of them was the take home vehicle program. Those things that you guys graciously approved unanimously. Those types of things. We're always looking for those chief Grow and I, you know, we do sit up there and we talk with Wendy, and we're trying to figure out ways that we can -- I tell people all the time, I wish I grew up in the Department now than the Department that I started in 2001. It's without a doubt. We just have a fantastic group of people that work here. I love coming to work every day, I really do. They're just -- it's unbelievable the work they the work that they do. I wish I could tie you into our ever telling you. You can just see what they do on a daily and a nightly basis. But yes, we do have some things that we're working on with city

management for retention. But yeah, it could get better for sure.

DAVIS: Do we have, like, a young, a young officer training program or something like, kind of similar to what fire does?

MENDOZA: Yeah. So that was the cadet. If you saw, like, the cadet Detective Rice's cadet advisor Lisa Gudino and Amanda Howard are also cadet advisors. So that's our cadet program. So that's our actual youth program. So they come in and they have, like, weekly trainings they do physical fitness, and then it's kind of trying to open up their eyes to law enforcement. So yes, we do have cadet program. They just had their -- when was your last? It was last month. So you know, they started back up in August and last month was their last meeting.

DAVIS: Just one more thing. Again, great job. You know, your entire department does an amazing job. I mean, I saw it firsthand when my dad was killed. And just the care that your department gave and how they handled that particular incident. You know, I will be eternally grateful to your department for that. So thank you for that. Publicly, I would like I'd like to -- I guess this is my first chance to do that. But on that note I will say, you know, being an officer is a thankless job in today's culture. Policing is usually you know -- there's a negative light that is shined on it very, so often I won't name the business, but I was in a local business this weekend, and they asked me how they should approach people who give them pushback about having the police, gosh, you know, the patches in their, in their establishment and you know, that some people just didn't feel comfortable with that.

And I said, invite them to talk to our officers, invite them to get to know our police department, because it is very different than anywhere else. And I'm not just saying that because it's Tolleson. It is very different. The culture, as you mentioned across our entire organization, is just so different than other places, right? This is not Phoenix. This is not the sheriff's department. This is Tolleson. And you're all proud of that. We're all proud of that. And I think it shows we take special care for our community. And we have that Tolleson love. Right. And it's I think in all of our officers and all of our departments. And it's just an amazing thing to see. And so again, I just want to thank

you all for the hard work that you do day in and day out. It's a thankless job. I know it's not pretty sometimes. Probably a lot of the time it's not pretty, but it's essential. It's essential to the safety and well-being of our community. So thank you, guys.

MENDOZA: Thank you.

MAYOR RODRIGUEZ: Council member Erives?

ERIVES: Also, I just wanted to say thank you. When you say I can get better, that has that growth mindset that you're always trying to get better and that leadership filters down because we see what happens on a national level when the leadership is not thinking about. But your continuous growth, that mindset of trying to get better and your willingness to listen to every officer, every detective, every --so that what I heard three times were how you acknowledge different people for the different programs, for the different input, for their different ways that they bring their thoughts, their ideas. It sounds like if I was there, everyone's ideas are welcomed. Everyone, whether you're at the bottom or at the top, you're all trying to listen and how you can move your department forward. That's incredible.

So when you're saying retention, I think that type of work for me, especially as teachers who don't get a great salary. But we're part of that team that, you know, we feel heard, we feel our voice matters. We feel that our ideas are accepted. Oh my goodness. I'm so -- like you acknowledged everyone. Thank you, thank you. And then that teaches us about your programs and what we're offering our community and the diversity that we have. But I didn't hear anything about K-9.

MENDOZA: Mayor and council, so we retired our dog. I want to say, well, you we had it here when we retired him. So we're a young agency right now. And so that position requires a little bit of tenure because the decision making involved the high liability. It'll be back. It'll be back. I don't want to say it's going to be back this year. But you know, we have the youth movement that's behind me that you saw in there. There were a bunch of go getters. That's what we're looking for in that position. And so yeah, at some point we'll be bringing that program back.

ERIVES: Oh, excellent. What about your bicycle units?

MENDOZA: So our CAT team currently are who you'll typically see on bicycles. And so yeah we're putting those out in during events. They'll be using them for like, surveillance opportunities. Sergeant Coupe is one of our -- he's our sergeant in criminal investigations. And he also you'll see him from time to time being on a bike.

ERIVES: There to serve and protect our community. To me, that matters. So thank you. Thank you.

MENDOZA: And Mayor and council member Rodriguez I you know, I think I've learned a lot in leadership. But because I'm not the smart, I'm most definitely not the smartest person in this room. But thank God for audiobooks, right? They've kind of changed my life. But there is a book that had a significant impact on me. It's called It's Your Ship. If anybody in any leadership position should read that book first. And in there, it's your ship. It talked about how this the youngest person on this ship actually changed the entire Navy. And that's something that I tell people when they're walking in the door. And one of the first things they tell you is like, hey, just because you're here day one in uniform, that doesn't mean that you have to sit in the corner and be quiet and let everybody else make decisions. Like, everybody has an opportunity to make a difference here, make a change.

And it goes throughout our whole police department that has that feeling. So we're not bogged down by seniority. You'll see that in other agencies where they're like, hey, rookie, just sit in the corner and keep your mouth shut. Like, that's not how that's not what we do here. We want input from everybody. Everybody has something to contribute. And as far as all of those other jobs that you see that people are doing multiple jobs, they're doing multiple tasks. Mayor said earlier, we're pinched in between two big cities. Those are full service police departments. My vision of the police department is that if someone is crossing eighty-third Avenue from Phoenix into Tolleson, that they don't say, well, I'm in Tolleson. And so the services should be diminished because they're a small city. And so I'm expecting diminished services from them. No, I tell our people we're full service police department. The expectation doesn't change. We don't get any breaks. And so we, you know -- they, not me they do

the work. They fill these tasks, they make it all happen out there. And it really is like they're the most important. They definitely don't need a chief of police. I need patrol, right? I need them one hundred percent.

ERIVES: Thank you. Thank you again. And for the whole time, entire team. Thank you.

MAYOR RODRIGUEZ: Absolutely. Chief, we got another one, a council -- woman, you have the floor.

CHAVIRA: Chief Mendoza, just thank you. You. You're a great leader, and you do a great job. And to all of your officers and staff. Thank you. I have the utmost respect for the work that you do. I've had always great interactions with all of you. And just thank you. And this is really a wonderful gift. And thank you for that, too.

MENDOZA: You're most welcome.

MAYOR RODRIGUEZ: Chief. I'll keep it simple. A lot of times, you know, we talk about, from an organizational standpoint, you know, the mission of each department and what they're able to carry it out or not. And you talked a lot about culture, which I think is very important. You're growing your own and they're proud to be a part of that family. You know, and police in many ways are a very tight knit family. But from an outsider's perspective, I think a lot of times, you know, I put my finger in the air when it comes to reputation. And you know, I was on council at times where I would get phone calls and it's like it wasn't good. You know, let's be honest. I mean, Vice mayor alluded to it. When you guys get a phone call, eight times out of ten, it's not for the right reason. It's something's going on, and we need some assistance kind of deal.

And you know, I would I would get phone calls. Hey, man. The police officer this and that, and I would call you, say, hey, chief you know, so we have a complaint. Well, I'll go back and look at the video and then we'll make some decisions from there. If we need some more training, we'll do training. If my officer was in the right, then he was in. He or she was in the right. We'll talk about that as well. But I got to tell you most recently I've been out there, you know, again, trying to get a feel for where we're at. And the reputation of our Tolleson Police Department is one that is, I think is really embedded in professionalism and care. You know, I honestly think that some of the interactions that

our residents have had with police officers, they were very surprised of how much our police officers care. Ans almost to, to a level of, of love. You know, I mean, we have we have folks that work in schools, we have works that work in the community. And so the reputation is beyond positive. I mean, it is it is celebrated. You know, we have a really good PD and I got to tell you, stuff like that doesn't happen by accident. It happens by design with intention.

So thank you and the rest of our police department. Everybody here welcome. You guys do great work. And thank you for what you do day in and day out. It's not just because you're in front of us today, but it's about what you do the rest of the year when you're not in here. You know, that's really what matters. And so thank you on behalf of the council, behalf of staff. And we'll continue to do whatever we can to support you. But ultimately you guys got a great team, so develop it and continue to grow it. Yes. Deputy City Manager Jackson.

JACKSON: Mr. Mayor and vice mayor to answer your question we have 46 percent Hispanic or Latino, 41 percent white, 8 percent black, 3 percent Asian and 3 percent undisclosed. It sort of gives you a little idea of the of the diversity we have.

MAYOR RODRIGUEZ: Thank you Wendy. That was a quick a quick response. And I'm one hundred percent certified that you will be certified in the ALAPA shortly. If once you guys set a goal you guys are going to achieve it. So best of luck to you. Chief, anything else you'd like to add?

MENDOZA: No. Mayor, Council. Thank you. And thank you for giving me some time and again, I hope to be back here next year and showcasing a different side of the police department and maybe, you know, areas that we grow from what I showed you in the current slides, you know, if something is just really, really improving, I'll bring that forward to you. I do want to mention that you guys get our monthly report now in your packet. I hope you find that information useful. I hope you're able to use those things to answer questions. I know we get a lot of questions like, how come nobody's doing traffic enforcement on 91st Avenue? You know, I know you guys have to fill those for me, and I appreciate that. But you guys actually can use those numbers at any point to

like, you know, let people know what we're doing. So and again, Chief Grow I asked him to do this. He and he just absolutely knocks it out of the park every month. I'm just blown away by what he puts in that packet. And if there's something else that you guys want to see in there statistic wise, just let me know. And if we can make it happen, we'll get it added in. So but that with that, that's it.

MAYOR RODRIGUEZ: Chief, I love the numbers. The numbers tell the story, and that's amazing. I mean, obviously the stories that you shared with us tell, tell the story of the People, but the accomplishments with those numbers are amazing. So please keep that up. Thank you very much.

MENDOZA: Thank you.

MAYOR RODRIGUEZ: All right. We're going to move on to K. K is going to be mayor and city manager report of current events for discussion. I have number one I do have something to add, but I'm going to turn it over to Parks and Rec Director Randy Babchuk for community and event updates.

BABCHUK: Thank you, Mayor and members of the council. I'm proud to announce our Independence Day celebration Friday, July 3rd. We'll be at Veterans Park. We'll have Back Door funk performing at the celebration. Our fireworks will start at approximately 9 p.m. and will be shot off from the pit. We'll be giving out free water, Gatorade and watermelon. We are looking for some volunteers, so if you guys are interested, we'll be having two separate stations for that, just to alleviate some of that congestion on that west side of the park. So also working on our backpack drive for the end of July for back to school, as well as our third Fridays will start coming up in September. And then loses will follow that. So we started working on that as well.

MAYOR RODRIGUEZ: So wonderful news. A lot of great stuff to come for our community. So I look forward to that. And again it's for the community. Some events actually are more regional in nature. People come from other cities to come celebrate, for example, the July 4th with us. And we're glad to have them. Everybody gets a slice of nice cold watermelon, and I get a stomach ache because I just I can't ignore them all. Some of them are just too good. So I cut a piece off, and then I eat it, I don't eat it and

then give it to somebody. Just to clarify, but it's really good. I did have something to add, though, and this is kind of it goes back to a meeting that we had a couple of weeks ago. And I promise I'm not going to get too much off subject.

Here in Tolleson, we kind of moved away back in the day. We used to have marshals for our parades, and we moved away from that. And I think we have a young lady in our community that deserves recognition. The young lady, her name is Viviana Martinez. She played softball. She went to Tolleson High school. She played softball. She was a starting shortstop back in 2001/2002 those years. And the girl is -- to say she's awesome is an understatement, she's so good she got a scholarship offer, unofficially, this is being recorded as a seventh grader to the University of Oregon. Okay. And then that coach moved to the University of Texas in Austin and told her, hey, if you're interested, we'd like to have you in Texas.

And she goes, sure. So she actually went to the University of Texas, where she played, last year she was hurt so she didn't take the field that much. She started, I think, in the beginning of the season she got hurt. But through her physical therapy and all that the University of Texas Longhorns actually won the NCAA national championship. And then this year, she was better for it. Her injury got fixed up, and she was able to take the field. And again, they repeated their national championship for the second time.

Viviana being the starting shortstop for the University of Texas Longhorns. And you know, Reyes, reminded me when you're looking at the game and they're playing at the national level, and now up to bat number -- I think her number is twenty three. Viviana Martinez, in the bottom, it says from Tolleson Arizona.

You know, and her mom, Sabrina grew up down the street from me. I live on 95th and Pierce. And they're right around the corner there next to a -- if you guys know where Nikki Farr, Kathie Farr across the street from their house. Yeah. You guys know Casey Jones?

ALL: Yeah.

MAYOR RODRIGUEZ: Okay. That that's her uncle. So here's my thought, and I should tell you, I'm wrapping it up into the young lady that we had here that came and talked

to us about young women's high school sports not being recognized and celebrated as much. I thought, what a good opportunity for us to recognize Viviana for her accomplishments by dedicating a day in Tolleson as Viviana Martinez Celebration Day. And of course, we would invite the young ladies that came to present to ask us to acknowledge more of the female athletes in our community. It would basically be a, I don't want to call it a two for one, because I think they're both -- they're both important independently.

But it would be a good way for us to show that we, in fact, are celebrating it and inviting her here with their family and recognizing her as a community for doing great things in her life and moving on. And you know, whatever her next chapter is. I mean, this chapter is really, really big. There's not too many women that can say that they're national champions at the NCAA level. She's done it twice and she's from here in our hometown. And I just -- before we move forward with this, I wanted to ask council if that would be something that you all would be okay with or interested in?

ERIVES: Great.

MAYOR RODRIGUEZ: Thank you.

DAVIS: You know, it's kind of funny because today is the anniversary of Title Nine. So kind of goes with that. So that's kind of cool. I think that'd be amazing to be able to honor somebody who's a result of that.

MAYOR RODRIGUEZ: Yeah. Thank you. That's awesome. Anybody else? Yes?

ERIVES: That would be fantastic because not everyone knows the stories. And I think back when I, I think of the stories of Tolleson and the stories of people. I have no idea when you're talking about bass or softball. Right. So I don't know that when you say she won this. I don't know what that means, but teach me about it, right? Show me about this. And so if we highlight her story that teaches others that might not know about this, or inspire younger or younger generations, that, hey, I want to play like that, that sounds cool. How can I do that? I think that's fantastic. A fantastic way to marry those two we had -- we had those young ladies come in who requested. And then we had this way of marrying the two together and learning each other's stories. I think, oh,

I love it.

MAYOR RODRIGUEZ: And to bring in their family and they are going, I think this is what you're raising your hand for. But she did volunteer to do a I think it's a defensive camp for here in Tolleson. So the little girls can sign up and actually be a part of her camp, and they get to go out there and learn how to be a good shortstop or infielder from a starting shortstop at national level. So the fact that she's volunteering, I would just love the room to be filled with softball players, her parents, the young ladies that came to us, that one, that one evening and in a sense celebrate women's sports in Tolleson.

CHAVIRA: So the bigger picture, as we're moving towards our hundredth anniversary, we've talked about how important it is to tell our own story, and this is part of that. I think, that we should take the time to showcase, however, if it's quarterly or whatever, but to showcase someone in our community that's doing an outstanding job in some way in sports or other things, and that we tell our own story, I think it's important.

MAYOR RODRIGUEZ: Yeah, maybe we'll get some media out of it. Yeah. And Reyes -- sorry.

ERIVES: I don't know. And it wasn't like something with Locha Parker.

MAYOR RODRIGUEZ: Yeah.

ERIVES: So there's some history in, like, a great story to go there.

MAYOR RODRIGUEZ: Yeah, but we have to celebrate. We have stories to -- so that we have future stories, and we got to talk about it.

ERIVES: Yes.

MAYOR RODRIGUEZ: Yes. Randy, you had your hand up. Sorry.

BABCHUK: Thank you. Mayor and members of the council. We did follow up with those two individuals a couple weeks ago. One of them, we gave the information to get on with the parade and everything else for their homecoming. And then the other one's getting us information about the women's sports, and another event that they wanted to do. So we are working with them closely right now. We're just waiting for a couple emails from the school and them, so. And we can work that into that as well.

MAYOR RODRIGUEZ: Yes. So I think it's a great initiative. I'm glad to hear you guys are

in support of it. I did get Pilar and Reyes, her mom's cell number so that they can coordinate what they would be best agendize it and all that other fun stuff. But before we went there, I wanted to get a feel for the waters, to see if it's something you guys were interested in. And also an invitation. I mean, Viviana has done an amazing job, but that doesn't mean that they're not other Viviana's out there, that maybe through academics or through other sports or you fill in the blank, we can also motor down the road. So it's an opportunity, I mean, for us to celebrate by way of dedicating a day after very, very high performing people in our community. So does that make sense? Okay. Randy, do you have anything else to add?

BABCHUK: That's it, Mayor. Thank you.

MAYOR RODRIGUEZ: All right. Well, we're going to move on to the fun part of the evening. Now is the time for council to convene into executive session. We are asking members of the public and those that are not involved in this executive session to please exit the meeting at this time. The only action item that's going to happen after the executive session will be to adjourn the public meeting. So do we have a motion to go into executive session? We have a motion by vice mayor. We had a second by council member Gamez. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All right. All those opposed? None. We are now in executive session.

APPROVED:

JUAN F. RODRIGUEZ, MAYOR

ATTEST:

CITLALY SALAS, DEPUTY CITY CLERK

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE CITY OF TOLLESON, ARIZONA, HELD ON JUNE 23, 2026. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

CITLALY SALAS, DEPUTY CITY CLERK



CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of June 17, 2026 to July 7, 2026.

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Kevin Artz, Chief Financial Officer

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Finance Department is requesting the approval of Claims and Bills Report for the period of June 17, 2026 to July 7, 2026.

BACKGROUND:

Each Council Meeting, the Finance Department shall prepare a list of all claims paid by the City. The list shall be reviewed and approved when required by the Council, and a copy of it shall be included in the minutes.

DISCUSSION:

The Claims and Bills Report includes vendor payments of \$10,000 or more for the period noted above.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council approve the Claims and Bills Report.

ATTACHMENTS:

1. 06 17 26 to 07 07 26 Claims and Bills Report

City of Tolleson**Checks Recorded****Check Dates: June 17, 2026 to July 7, 2026****PAYMENTS OVER \$10,000**

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
FELIX CONSTRUCTION COMPANY	\$746,754.58	188063	7/7/2026
ASR CONSTRUCTION GROUP LLC	\$165,635.75	188055	7/7/2026
AIRWAVE COMMUNICATIONS ENTERPRISE	\$71,724.49	188054	7/7/2026
LEA-ARCHITECTS LLC	\$67,465.43	188043	7/2/2026
WESTERN ENVIRONMENTAL EQUIPMENT CO	\$48,965.77	188025	6/29/2026
PEORIA FORD	\$37,973.41	188008	6/29/2026
MARICOPA COUNTY SHERIFF'S OFFICE	\$35,577.64	188069	7/7/2026
EKC ENTERPRISES INC	\$34,056.90	188040	7/2/2026
WASTE CONNECTIONS OF ARIZONA	\$27,484.88	188023	6/29/2026
ARIZONA COMMERCIAL DIVING SERVICES INC	\$27,200.00	187939	6/24/2026
VERIZON WIRELESS SERVICES LLC	\$15,128.80	188020	6/29/2026
ALEX AREVALO	\$15,000.00	187982	6/29/2026
THE PARTY PEOPLE OF ARIZONA	\$13,002.52	188096	7/7/2026
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$12,650.00	188036	7/2/2026
ARIZONA BOUNCE AROUND INC	\$10,150.30	187938	6/24/2026



CITY COUNCIL REPORT

SUBJECT: RBG Spirits and Wine of Arizona Liquor License Application No. 397970, Series 4 – Wholesaler

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Crystal Zamora, City Clerk

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

City Council will consider the approval of Arizona Department of Liquor Licenses and Control (DLLC) Liquor License Application No. 397970, Series 4 – Wholesaler, submitted by Jeffrey Craig Miller for RBG Spirits and Wine of Arizona, located at 320 S. 91st Avenue, Tolleson, Arizona 85353. A public hearing will be opened for public comment, if any.

BACKGROUND:

The applicant, Jeffrey Craig Miller, on behalf of RBG Spirits and Wine of Arizona, submitted a new Series 4 – Wholesaler liquor license application to the Arizona Department of Liquor Licenses and Control. This non-transferable license authorizes a wholesaler to warehouse, sell, and distribute all types of spirituous liquor, including beer, wine, and distilled spirits, to Arizona-licensed retailers. The license does not authorize retail sales or on-premises consumption.

RBG Spirits and Wine of Arizona is located at 320 S. 91st Avenue, Tolleson, Arizona 85353. The business will operate as a wholesale distribution facility serving licensed retailers throughout Arizona.

DISCUSSION:

As required by state law, notice of the liquor license application was posted at the business premises for the required period of time, which is a minimum of twenty (20) calendar days. To date, the City Clerk's Office has not received any comments for or against this liquor license application. Please refer to the applicant's submittal for additional information regarding the proposed license. Approval of this item will forward the City of Tolleson's recommendation to the Arizona Department of Liquor Licenses and Control for final consideration and issuance of the license.

BUDGET IMPACT:

There is no direct fiscal impact to the City of Tolleson resulting from approval of this liquor license application.

RECOMMENDATION:

Staff recommends the City Council approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 397970.

ATTACHMENTS:

1. REDACTED PENDING JOB #397970 - Packet

State of Arizona
Department of Liquor Licenses and Control

Created 05/29/2026 @ 11:50:49 AM

Local Governing Body Report

LICENSE

Number:		Type:	004 WHOLESALER
Name:	RBG SPIRITS AND WINE OF ARIZONA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	320 S 91ST AVENUE TOLLESON, AZ 85353 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:	(928)200-1972		
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	(928)200-1889
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	RBG - ARIZONA LLC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	2503559	State of Incorporation:	DE
Incorporation Date:	03/11/2026		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

6042
7-28-26

Name:	Title:	% Interest:
REYES HOLDINGS LLC	Manager-LLC	100.00
THOMAS ANTHONY REYES	Executive Vice President	
JOSEPH CHRISTOPHER REYES	Co-CHAIRMAN	
MICHAEL JUDE REYES	Co-CHAIRMAN	
JAMES VICTOR REYES	Executive Vice President	
DAVID KEVIN REYES	Executive Vice President	

RBG - ARIZONA LLC - Executive Vice President
RBG - ARIZONA MANAGEMENT LLC - Executive
Vice President

Name: JAMES VICTOR REYES
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (561)469-5600
Alt. Phone: (202)412-6355
Email: JREYES@REYESHOLDINGS.COM

RBG - ARIZONA LLC - Manager-LLC

Name: REYES HOLDINGS LLC
Contact Name: JEFFREY CRAIG MILLER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone: (928)200-1889
Email: LIQUORLICENSE@AZLIC.COM

RBG - ARIZONA LLC - Executive Vice President
REYES HOLDINGS LLC - Executive Vice President
RBG - ARIZONA MANAGEMENT LLC - Executive
Vice President

Name: DAVID KEVIN REYES
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (847)227-6500
Alt. Phone:
Email: DREYES@REYESHOLDINGS.COM

RBG - ARIZONA LLC - Executive Vice President
RBG - ARIZONA MANAGEMENT LLC - Executive
Vice President

Name: THOMAS ANTHONY REYES
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (714)712-2402
Alt. Phone: (949)509-9661
Email: TREYES@REYESHOLDINGS.COM

RBG - ARIZONA LLC - Co-CHAIRMAN
REYES HOLDINGS LLC - Co-CHAIRMAN
RBG - ARIZONA MANAGEMENT LLC - Co-
CHAIRMAN

Name: JOSEPH CHRISTOPHER REYES
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (847)227-6500
Alt. Phone:
Email: CREYES@REYESHOLDINGS.COM

RBG - ARIZONA LLC - Co-CHAIRMAN
REYES HOLDINGS LLC - Co-CHAIRMAN
RBG - ARIZONA MANAGEMENT LLC - Co-
CHAIRMAN

Name: MICHAEL JUDE REYES
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (847)227-6500
Alt. Phone:
Email: MREYES@REYESHOLDINGS.COM

MANAGERS

Name: REYES HOLDINGS LLC
Contact Name: JEFFREY CRAIG MILLER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone: (928)200-1889
Email: LIQUORLICENSE@AZLIC.COM

Name: RBG - ARIZONA MANAGEMENT LLC
Contact Name: JEFFREY CRAIG MILLER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone: (928)200-1889
Email: LIQUORLICENSE@AZLIC.COM

APPLICATION INFORMATION

Application Number: 397970
Application Type: New Application
Created Date: 04/17/2026

QUESTIONS & ANSWERS

004 Wholesaler

- 1) Are you applying for an Interim Permit (INP)?
Yes
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
05/29/2026
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Tenant

- 3) Is there a penalty if lease is not fulfilled?
No
- 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.
0.00
- 6) Are there walk-up or drive-through windows on the premises?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	craig alien.pdf	04/17/2026
QUESTIONNAIRE	Craig Form - Tolleson.pdf	04/17/2026
QUESTIONNAIRE	PQ - David Reyes - Tolleson.pdf	04/17/2026
QUESTIONNAIRE	PQ - James Reyes - Tolleson.pdf	04/17/2026
QUESTIONNAIRE	PQ - Michael Reyes - Tolleson.pdf	04/17/2026
QUESTIONNAIRE	PQ -Joseph Reyes - Tolleson.pdf	04/17/2026
QUESTIONNAIRE	PQ -Thomas Reyes - Tolleson.pdf	04/17/2026
INTERIM PERMIT NOTARY PAGE	Affid - Tolleson.pdf	04/17/2026
DIAGRAM/FLOOR PLAN	ABC -Tolleson, AZ.pdf	04/17/2026
ORGANIZATIONAL DOCUMENTS	Org Docs.pdf	04/17/2026
	RBG Arizona Org Chart.pdf	04/23/2026
	Affid - Tolleson - Rev.pdf	04/23/2026

State of Arizona
Department of Liquor Licenses and Control

Created 05/29/2026 @ 11:59:44 AM

Local Governing Body Report

LICENSE

Number:	INP070038542	Type:	INP INTERIM PERMIT
Name:	RBG SPIRITS AND WINE OF ARIZONA		
State:	Active		
Issue Date:	05/29/2026	Expiration Date:	09/05/2026
Original Issue Date:	05/29/2026		
Location:	320 S 91ST AVENUE TOLLESON, AZ 85353 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	(928)200-1889
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	RBG - ARIZONA LLC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	2503559	State of Incorporation:	DE
Incorporation Date:	03/11/2026		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

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CHAIRMAN

Name: MICHAEL JUDE REYES
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (847)227-6500
Alt. Phone:
Email: MREYES@REYESHOLDINGS.COM

MANAGERS

Name: REYES HOLDINGS LLC
Contact Name: JEFFREY CRAIG MILLER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
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Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone: (928)200-1889
Email: LIQUORLICENSE@AZLIC.COM

APPLICATION INFORMATION

Application Number: 397971
Application Type: New Application
Created Date: 04/17/2026

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
- 2) Is the license currently in use?
- 3) Submit the interim permit section of the license series application you are applying for when you reach the upload page.

SECTION 4 - Organization

126 A 24 Lic. Dept PM 2:55

EACH PERSON LISTED **MUST** SUBMIT A PERSONAL QUESTIONNAIRE FORM, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

Fingerprint requirements: A.R.S. § 4-202 <https://azliquor.gov/fingerprints.cfm>

1. If the applicant is an entity, not an individual, answer questions A and B.

A) Date Incorporated/Organized: 03/10/2026 State where Incorporated/Organized: Delaware

B) AZ Corporation or AZ L.L.C. Entity No: _____ Approval Date: _____

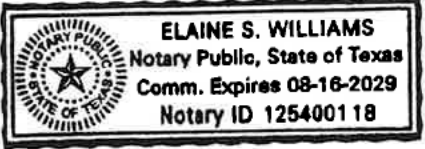
2. List any individual or entity that owns interest of 10% or more, and/or has control. If the owner/member listed below owns another entity, **MUST** attach a statement which includes the liquor license number involved.

Name	Title	%	Complete Mailing Address

SECTION 5 - Interim Permit

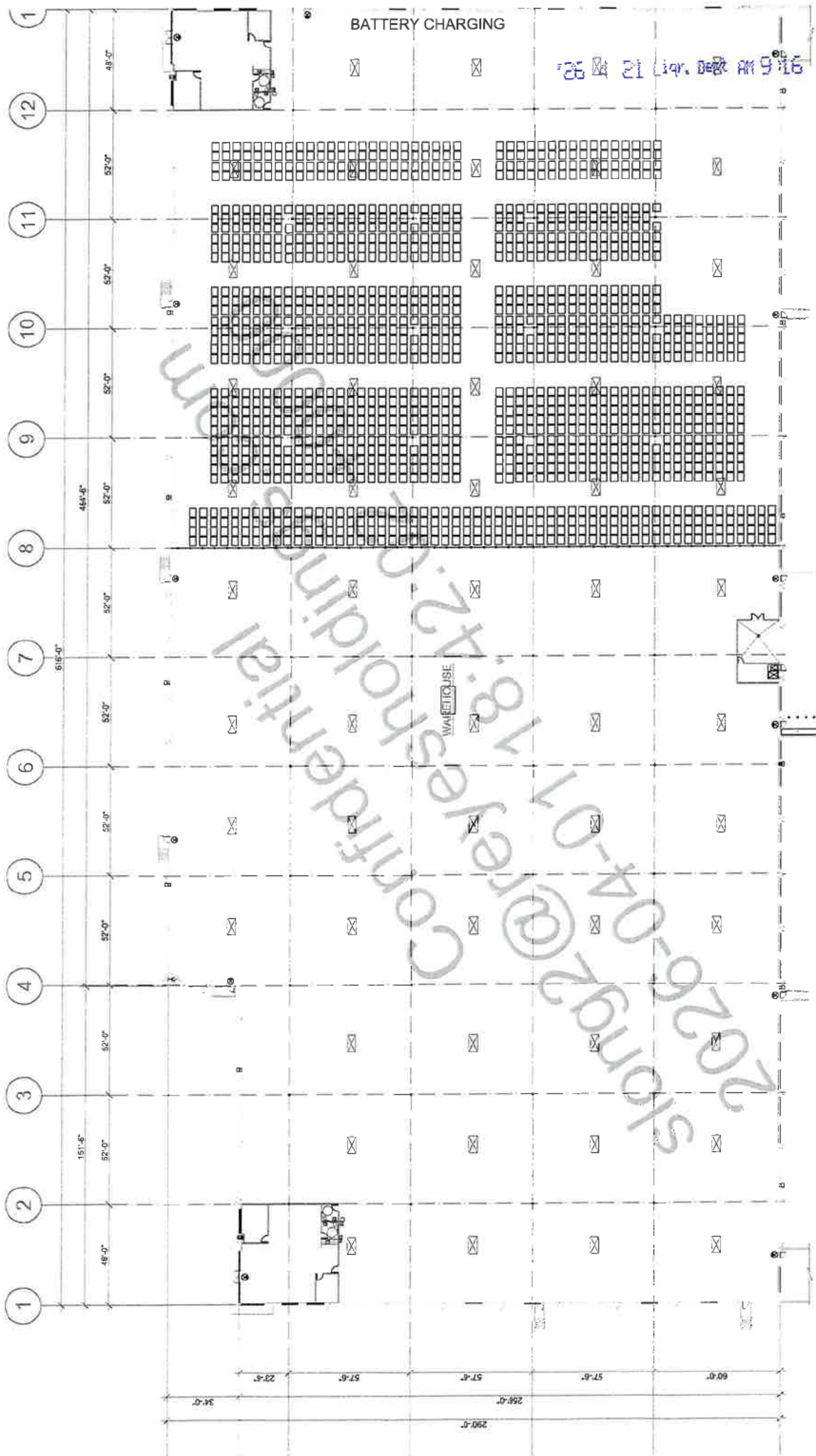
1. Current license number at the location: 004070014107 Is the license currently in use? ☒ Yes ☐ No

2. If **NOT** currently in use, how long has it been since the license was last used at this location? N/A

Current Licensee Name: <u>Young's Market Company of Arizona, LLC</u> <u>By: Marc Sachs</u>		Signature: <u>X</u>
State of <u>TEXAS</u>		
County of <u>Dallas</u>		
Signed before me on this <u>26th</u> day of <u>March</u> , 20 <u>26</u>		
Notary Sign: <u>[Redacted]</u>		
My commission expires on <u>August</u> day of <u>2026</u>		
		 ELAINE S. WILLIAMS Notary Public, State of Texas Comm. Expires 08-16-2029 Notary ID 125400118 Notary Seal

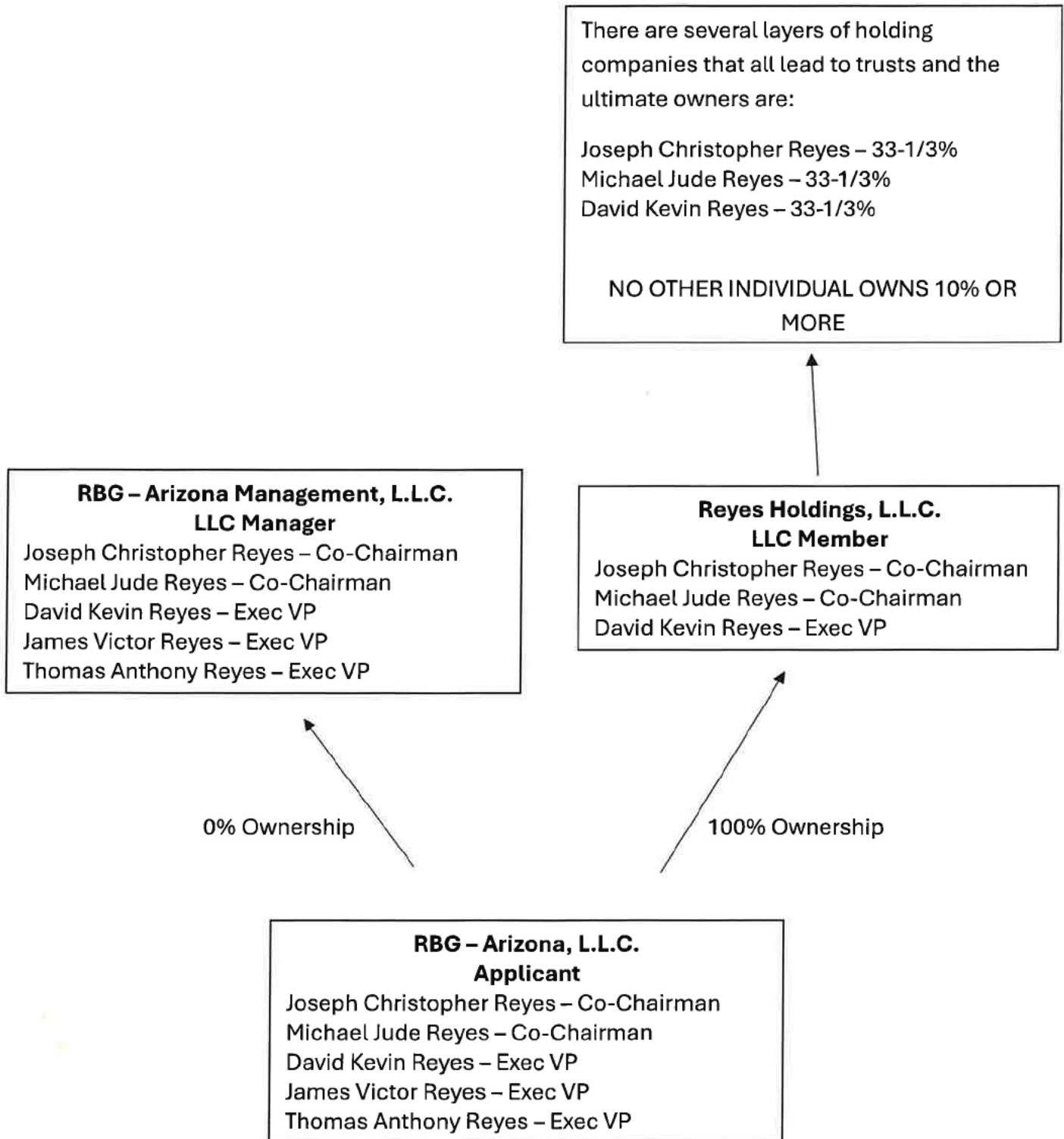
SECTION 6 - Location

1. I am the:
- ☐ Owner:
 - ☒ **Tenant:** a person who holds the lease of a property; a lessee.
 - ☐ **Subtenant:** a person who rents property from a tenant of the property.
 - ☐ **Purchaser:** attach purchasing agreement
 - ☐ **Management Company:** attach management agreement



OVERALL FLOOR PLAN
 SCALE 1" = 30'-0"

RBG – ARIZONA, L.L.C. ORGANIZATION CHART





Arizona Department of Liquor Licenses and Control

https://www.azliquor.gov

(602) 542-5141

26 4 21 Lique. Dept AM 9:16

DLLC USE ONLY

Job #:	397970
Date Accepted:	4-17-2026
LC:	Chaya
License #	

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. 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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT

☐ CONTROLLING PERSON

☐ MANAGER

- Name: Miller Jeffrey Craig
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: [REDACTED]
- Email address: Liquorlicense@azlic.com
- Home Address: [REDACTED]
- Daytime phone #: 480-730-2675 Alternative phone #: 928-200-1889

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: _____
- Business Name (doing business as): RBG Spirits and Wine of Arizona
- Business Address: 320 S 91st Ave Tolleson, AZ 85353

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: _____

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☒ No ☐
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) Jeffrey Craig Miller hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information herein are true and correct to the best of my knowledge.

Signature: _____

Date: 4/9/26

P.O. Box 2502

Chandler, Arizona 85244

(480) 730-2675 Phone (480) 730-2676 Fax



ARIZONA LIQUOR INDUSTRY CONSULTANTS

Jeffrey Craig Miller statement
Section 4 #4

ALIC is currently contracted with approximately 500 liquor establishments statewide. ALIC has been in business in the liquor industry since 1993. Depending on when this document is reviewed, it's possible that there may be a pending administrative citation, compliance action, arrest or summons against one of them.

ALIC was started in April of 1993, and has been associated with hundreds of liquor establishments and liquor licenses. Several of them have received citations (fines) and in some instances, a suspension. ALIC works with the compliance officer on a regular basis acting as a representative for those who utilize our contract services. I do not however, have anything to do with the actual operation of any liquor establishment in this or any other state. Therefore, none of the violations to which I have just referred can be associated to me personally. Additionally, it would be almost impossible for me to give you a reconciliation of these violations, as ALIC has been associated with so many licenses for so many years.

Respectfully submitted





Personal Information Questionnaire

DLLC USE ONLY

Job #:	397970
Date Accepted:	4-15-2026
LC:	Chaya
License #	

ATTENTION APPLICANT: This is a legally binding document. 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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

FP pending 805-818

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

- Name: Reyes, Thomas, Anthony
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: CA
(NOT a public record)
- Are you a resident of Arizona? ☐ Yes ☒ No Date of residency: N/A / /
- Email address: treyes@reyesholdings.com
- Home Address: [REDACTED]
- Daytime phone #: 714-712-2402 Alternative phone #: 949-509-9661

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: _____
- Business Name (doing business as): RBG Spirits and Wine of Arizona
- Business Address: 320 S. 91st Avenue, Tolleson, AZ 85353

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: _____

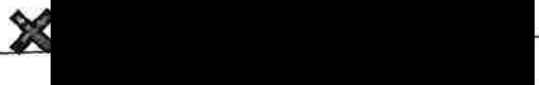
SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. **CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED**

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) Thomas Anthony Reyes hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 3/31/26

ATTACHMENT TO SECTION 4, #1

Through affiliate entities, we are officers of other entities that hold beer, wine and spirits wholesaler licenses at locations throughout the United States. All licenses are current and are in good standing.

Joseph Christopher Reyes
Michael Jude Reyes
David Kevin Reyes
James Victor Reyes
Thomas Anthony Reyes



Arizona Department of Liquor Licenses and Control

<https://www.azliquor.gov>

(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Job #:	397973
Date Accepted:	4-17-2020
LC:	Alaya
License #	

ATTENTION APPLICANT: This is a legally binding document. 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.

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FD pending-805-819

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

1. Name: Reyes, Joseph, Christopher

Last

First

Middle

2. Social Security #: [REDACTED]

(NOT a public record)

Birth Date: [REDACTED]

(NOT a public record)

3. Driver's License #: [REDACTED]

(NOT a public record)

State Issued: FL

5. Are you a resident of Arizona? ☐ Yes ☒ No

Date of residency: N/A / /

6. Email address: creyes@reyesholdings.com

7. Home Address: [REDACTED]

8. Daytime phone #: 847-227-6500

Alternative phone #: 847-227-6500

SECTION 2 - LICENSED BUSINESS INFORMATION

1. License Number: _____

2. Business Name (doing business as): RBG Spirits and Wine of Arizona

3. Business Address: 320 S. 91st Avenue, Tolleson, AZ 85353

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: _____

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) Joseph Christopher Reyes hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 04-17-26

ATTACHMENT TO SECTION 4, #1

Through affiliate entities, we are officers of other entities that hold beer, wine and spirits wholesaler licenses at locations throughout the United States. All licenses are current and are in good standing.

Joseph Christopher Reyes
Michael Jude Reyes
David Kevin Reyes
James Victor Reyes
Thomas Anthony Reyes



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Job #:	397920
Date Accepted:	4-15-2026
LC:	Chayn
License #	

ATTENTION APPLICANT: This is a legally binding document. 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.

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FP-pending 805-819

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A.R.S. §4-202(A).

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A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
 A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☒ CONTROLLING PERSON ☐ MANAGER

- Name: Reyes, Michael, Jude
 Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record)
- Driver's License #: [REDACTED] State Issued: FL
(NOT a public record)
- Are you a resident of Arizona? ☐ Yes ☒ No Date of residency: N/A / /
- Email address: mreyes@reyesholdings.com
- Home Address: [REDACTED]
- Daytime phone #: 847-227-6500 Alternative phone #: 847-227-6500

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: _____
- Business Name (doing business as): RBG Spirits and Wine of Arizona
- Business Address: 320 S. 91st Avenue, Tolleson, AZ 85353

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

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Name of persons who will be handling the day to day operations: _____

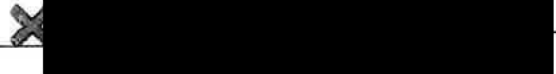
SECTION 4 – BACKGROUND

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2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
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*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) Michael Jude Reyes hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information that I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 04/17/26

ATTACHMENT TO SECTION 4, #1

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Joseph Christopher Reyes
Michael Jude Reyes
David Kevin Reyes
James Victor Reyes
Thomas Anthony Reyes



Arizona Department of Liquor Licenses and Control

https://www.azliquor.gov

(602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Job #:	397970
Date Accepted:	4-17-2026
LC:	Chaya
License #	

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FP-pending # 805-819

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A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT☒ CONTROLLING PERSON☐ MANAGER

1. Name: Reyes, James Victor

Last

First

Middle

2. Social Security #

(NOT a public record)

Birth Date:

(NOT a public record)

3. Driver's License #

(NOT a public record)

State Issued: FL

5. Are you a resident of Arizona?

☐ Yes☒ No

Date of residency: N/A / /

6. Email address: jreyes@reyesholdings.com

7. Home Address:

8. Daytime phone #: 561-469-5600

Alternative phone #: 202-412-6355

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number:

2. Business Name (doing business as): RBG Spirits and Wine of Arizona

3. Business Address: 320 S. 91st Avenue, Tolleson, AZ 85353

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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A.R.S. §4-202, 4-210
*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) James Victor Reyes hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information I have made herein are true and correct to the best of my knowledge.

Signature: 

Date: 3-30-26

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Michael Jude Reyes
David Kevin Reyes
James Victor Reyes
Thomas Anthony Reyes



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

Personal Information Questionnaire

DLCC USE ONLY

Job #:	397970
Date Accepted:	4-17-2026
LC:	Chaya
License #	

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FP- Pending
805-819

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A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☒ CONTROLLING PERSON ☐ MANAGER

- Name: Reyes, David. Kevin
 Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record)
- Driver's License #: [REDACTED] State Issued: FL
(NOT a public record)
- Are you a resident of Arizona? ☐ Yes ☒ No Date of residency: N/A / /
- Email address: dreyes@reyesholdings.com
- Home Address: [REDACTED]
- Daytime phone #: 847-227-6500 Alternative phone #: 847-227-6500

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A.R.S. §4-202, 4-210
*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) David Kevin Reyes hereby swear under penalty of perjury and in compliance with the provisions of A.R.S. §4-202(A) that I have read and understand the foregoing and verify that the information provided is true and correct to the best of my knowledge.

Signature:  Date: 3/30/26

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Joseph Christopher Reyes
Michael Jude Reyes
David Kevin Reyes
James Victor Reyes
Thomas Anthony Reyes

Affidavit of Posting Liquor License

On June 22, 2026, I, Ken Hernandez certify that the following Property was posted with the Liquor License request.

Property: RBG Spirits and Wine of Arizona, 320 S. 91st Ave., Tolleson Arizona 85353

K Hernandez

Signature

State of Arizona
Department of Liquor Licenses and Control

Created 05/29/2026 @ 11:50:49 AM
Local Governing Body Report

LICENSE

Number:	Type:	004 WHOLESALER
Name:	RBG SPIRITS AND WINE OF ARIZONA	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	320 S 91ST AVENUE TOLLESON, AZ 85353 USA	
Mailing Address:	PO BOX 2502	

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JUNE 22, 2026

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
TOLLESON CITY COUNCIL AT 9055 W. VAN BUREN ST.

PLACE: TOLLESON CIVIC CENTER DATE/TIME: JULY 14, 2026 AT 6:00 PM
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (623) 936-7111

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE
STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY (623) 936-7111
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

STATE LIQUOR DEPT. (602) 542-9789

CLIC.com
S/N 226125 1888-000-9120





CITY COUNCIL REPORT

SUBJECT: Pony's Miches Liquor License Application No. 401792, Series 12 – Restaurant

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Crystal Zamora, City Clerk

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

City Council will consider the approval of Arizona Department of Liquor Licenses and Control (DLLC) Liquor License Application No. 401792, Series 12 – Restaurant, submitted by Sergio Escamilla for Pony's Miches, located at 9897 W. McDowell Road, Suites C-300 and C-310, Tolleson, Arizona 85353. A public hearing will be opened for public comment, if any.

BACKGROUND:

The applicant, Sergio Escamilla, on behalf of Pony's Miches, submitted a new Series 12 – Restaurant liquor license application to the Arizona Department of Liquor Licenses and Control. This non-transferable, on-sale retail liquor license authorizes the holder to sell and serve all types of spirituous liquor for consumption on the licensed premises of a restaurant that derives at least forty percent (40%) of its gross revenue from the sale of food.

Pony's Miches will be located at 9897 W. McDowell Road, Suites C-300 and C-310, Tolleson, Arizona 85353, and will operate as a restaurant offering food and alcoholic beverages for on-premises consumption.

DISCUSSION:

As required by state law, notice of the liquor license application was posted at the business premises for the required period of time, which is a minimum of twenty (20) calendar days. To date, the City Clerk's Office has not received any comments for or against this liquor license application. Please refer to the applicant's submittal for additional information regarding the proposed license. Approval of this item will forward the City of Tolleson's recommendation to the Arizona Department of Liquor Licenses and Control for final consideration and issuance of the license.

BUDGET IMPACT:

There is no direct fiscal impact to the City of Tolleson resulting from approval of this liquor license application.

RECOMMENDATION:

Staff recommends the City Council approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 401792.

ATTACHMENTS:

1. JOB #401792 REDACTED PENDING FILE - Packet

State of Arizona
Department of Liquor Licenses and Control

Created 06/18/2026 @ 04:42:56 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	PONY'S MICHEs		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	9897 W MCDOWELL ROAD #C-300 & C-310 TOLLESON, AZ 85037 USA		
Mailing Address:	510 E CAMELBACK ROAD PHOENIX, AZ 85012 USA		
Phone:	(623)810-0275		
Alt. Phone:			
Email:	SERGIO@ELGPHX.COM		

AGENT

Name:	SERGIO ESCAMILLA
Gender:	Male
Correspondence Address:	510 E CAMELBACK ROAD PHOENIX, AZ 85012 USA
Phone:	(623)810-0275
Alt. Phone:	
Email:	SERGIO@ELGPHX.COM

OWNER

Name:	PONY'S 3 LLC		
Contact Name:	SERGIO ESCAMILLA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	25027987	State of Incorporation:	
Incorporation Date:			
Correspondence Address:	510 E CAMELBACK ROAD PHOENIX, AZ 85012 USA		
Phone:	(623)810-0275		
Alt. Phone:			
Email:	SERGIO@ELGPHX.COM		

*both day
06-18-2026*

Name:	Title:	% Interest:
ANALIZ ROJO GONZALEZ	Mgr-Member	35.00
JOSE EBER FLORES	Mgr-Member	35.00
SECRET MENU LLC	Member	30.00

PONY'S 3 LLC - Mgr-Member

Name: JOSE EBER FLORES
 Gender: Male
 Correspondence Address: 510 E CAMELBACK ROAD
 PHOENIX, AZ 85012
 USA
 Phone: (626)327-6832
 Alt. Phone:
 Email: PONYSMICHES@GMAIL.COM

PONY'S 3 LLC - Mgr-Member

Name: ANALIZ ROJO GONZALEZ
 Gender: Female
 Correspondence Address: 510 E CAMELBACK ROAD
 PHOENIX, AZ 85012
 USA
 Phone: (909)728-5249
 Alt. Phone:
 Email: ANALIZ@PONYSMICHES.COM

ESCAMILLA LIVING TRUST DTD 12/20/2017 - Trustee

Name: SERGIO ESCAMILLA
 Gender: Male
 Correspondence Address: 510 E CAMELBACK ROAD
 PHOENIX, AZ 85012
 USA
 Phone: (623)810-0275
 Alt. Phone:
 Email: SERGIO@ELGPHX.COM

SECRET MENU LLC - Member

Name: ESCAMILLA LIVING TRUST DTD 12/20/2017
 Contact Name: SERGIO ESCAMILLA
 Type: TRUST
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: 510 E CAMELBACK ROAD
 PHOENIX, AZ 85012
 USA
 Phone: (623)810-0275
 Alt. Phone:
 Email: SERGIO@ELGPHX.COM

PONY'S 3 LLC - Member

Name: SECRET MENU LLC
Contact Name: SERGIO ESCAMILLA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 510 E CAMELBACK ROAD
PHOENIX, AZ 85012
USA
Phone: (623)810-0275
Alt. Phone:
Email: SERGIO@ELGPHX.COM

MANAGERS

Name: SERGIO ESCAMILLA
Gender: Male
Correspondence Address: 510 E CAMELBACK ROAD
PHOENIX, AZ 85012
USA
Phone: (623)810-0275
Alt. Phone:
Email: SERGIO@ELGPHX.COM

Name: JOSE EBER FLORES
Gender: Male
Correspondence Address: 510 E CAMELBACK ROAD
PHOENIX, AZ 85012
USA
Phone: (626)327-6832
Alt. Phone:
Email: PONYSMICHES@GMAIL.COM

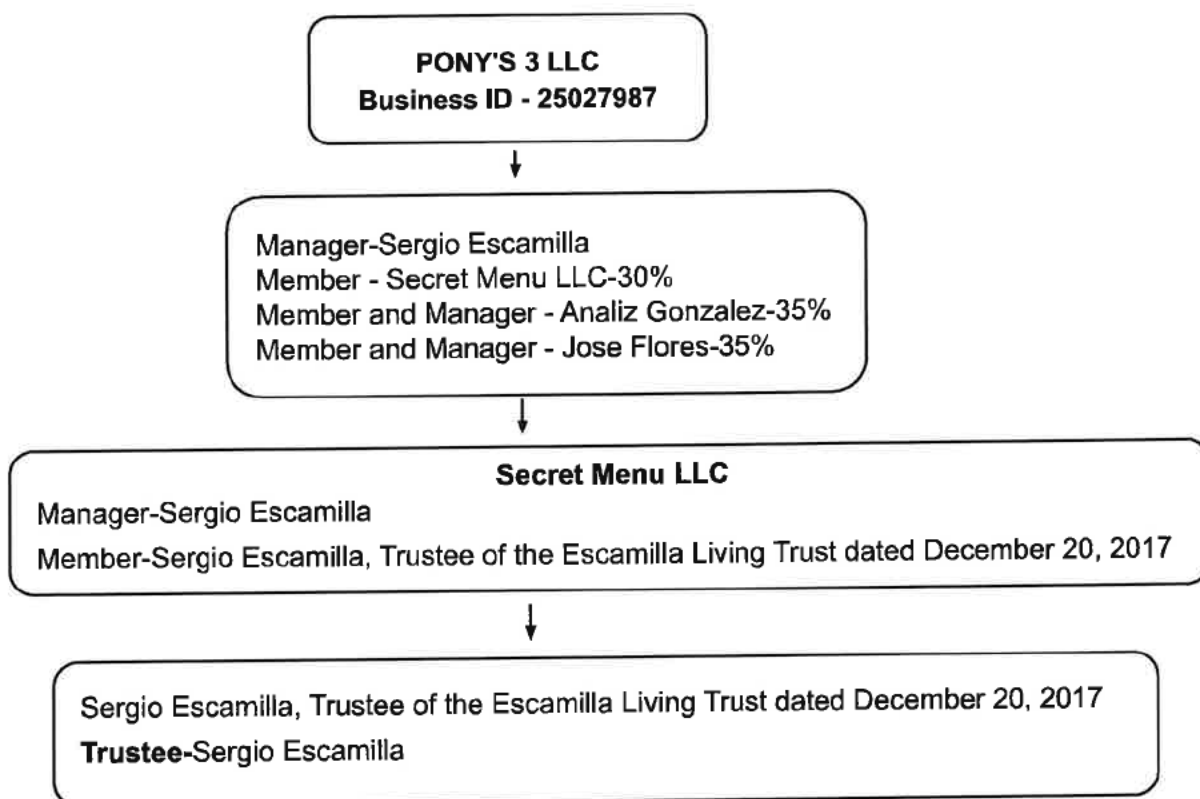
APPLICATION INFORMATION

Application Number: 401792
Application Type: New Application
Created Date: 06/04/2026

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?
TERMINATION WITH LEGAL PROCEEDINGS
- 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.
ZERO
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT



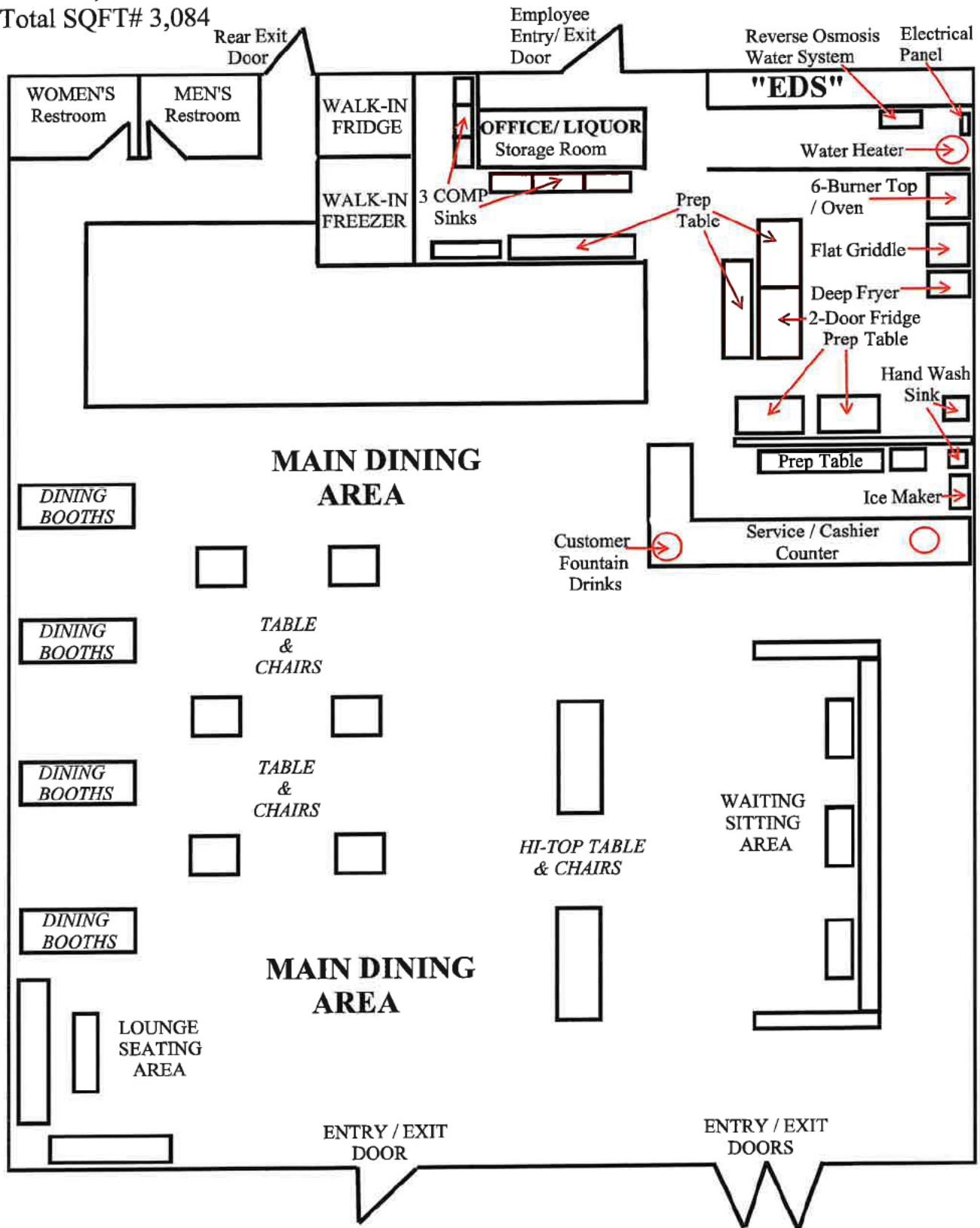
PONY MICHEs

9897 W. McDowell Rd., Suite# C-300 & 310

Tolleson, AZ 85037

Total SQFT# 3,084

26 JUN 4 AM 11:13 AZD LLC





Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

DLLC USE ONLY

Job #:	401792
Date Accepted:	06-18-2024
LC:	SG
License #:	

RESTAURANT OPERATION PLAN
 RESTAURANT SERIES 12 AND
 HOTEL/MOTEL SERIES 11 ONLY

PONY'S MICHES

1. Name of restaurant (Please print):

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	1 VULCAN BRAND 6 BURNER STOVE W/OVEN ATTACHED
Oven	1 VULCAN BRAND 6 BURNER STOVE W/OVEN ATTACHED
Freezer	1 NSF COMMERCIAL COOLING BRAND WALK IN FREEZER 120 VOLTS
Refrigerator	1 WALK IN REFRIGERATOR, 1 BEVERAGE AIR STAINLESS STEEL DOUBLE DOORS W/PREP TABLE ATTACHED
Sink	1 STAINLESS STEEL HAND SINKS FOR EMPLOYEES, 1 STAINLESS STEEL SINK FOR DEFROSTING FOOD,
Dish Washing Facilities	STAINLESS STEEL 3 COMPARTMENT SINK FOR DISHWASHING,
Food Preparation Counter (Dimensions)	1M3 TURBO AIR DOUBLE DOOR STAINLESS STEEL REFRIGERATOR W/TABLE PREP ATTACHED,
Other	1 MANITOWOC STAINLESS STEEL ICE MACHINE, 1 PITCO DEEP FRYER

3. Attach a copy of your FULL menu with pricing INCLUDING NON-ALCOHOLIC BEVERAGES

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

(Do not include kitchen, bar, hi-top tables, or game area.) 95 %

5. 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?) %

6. List the seating capacity for:

a) Restaurant dining area of your premises:
 (DO NOT INCLUDE PATIO SEATING) [70]
 b) Bar area [+ ZERO]
 TOTAL [= 70]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☒ Both

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.)

4 FLAT SCREEN TELEVISIONS

9. Do you have live entertainment or dancing? ☐ Yes ☒ No
 If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	5
Bartenders	0
Hostesses	0
Managers	1
Servers	6
Other ()	
Other ()	
Other ()	

I, (Print Full Name) JOSE EBER FLORES, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant

Aguas Frescas

Flavors

- ① **Horchata**
- ② **Mango Agua** Mango Water
- ③ **Pepino y Limon** Cucumber & Lime
- ④ **Caribbean Colada** Pineapple & Coconut Drink



24oz \$6.75 **32oz** \$6.50

Michelada Mix

Non-Alcoholic

Flavors

- ① **Michelada Mix Drink** Non-Alcoholic \$7.50
- ② **Mango Michelada Boba** \$8.00



Michelada Party Size

64oz \$26.00

Gallon Special \$52.00
Rim Dip & Cups Included

Chamoy Rim Dips

- ① **Mango** \$10.99
- ② **Watermelon** \$10.99



Flavors Kids Meal

- Chicken Nuggets & Fries** \$7.99
- Quesadilla & Fries** \$7.99
- Mozzarella Sticks & Fries** \$7.99



Extras

- Avocado** \$2.75
- Limes** \$0.25
- Spicy Mayo** \$1.25
- Pony's Salsa Negra** \$1.00
- Tostadas (5 pc)** \$1.50

- Saltine Crackers (4PC)** \$1.00
- Small Tostitos** \$2.75
- Large Tostitos** \$4.75
- Salsa Aguachile Negro** \$1.50
- Mexican Coke** \$4.00
- Jarritos Bottle** \$3.00

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions. *Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.*

Grilled Shrimp Fries

Papas fritas c/camaron

Flavors

Boneless Chicken \$15.99

- ① Regular Baja Shrimp \$17.99
- ② Spicy Baja Shrimp \$17.99
- ③ Hot Lemon Pepper \$17.99



Shrimp Burger

Hamburguesa de camaron

- ① Shrimp Burger \$12.50
- ② Shrimp Burger w/Fries \$15.50



Camarones Zarandeados

Butterflied Grilled Shrimp

12pc \$22.50



Baja Style Street Tacos

Buy 3 Tacos Get \$1 Off

Tacos estilo Baja on 5" Yellow Corn Tortilla w/Yellow Chili Pepper



**Mahi-Mahi
Fish Taco**
\$6.99



**Shrimp
Taco**
\$5.75

Taco comes with
2 Large Shrimps

Tacos Gobernador

Cheesy Shrimp Taco \$9.50



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MANGO HABANERO
(MILD 🥭🌶️)

AGUACHILE VERDE
(SPICY 🌶️)

REGULAR CEVICHE
(NON SPICY)



1/2 TRAYS OF CEVICHE \$125

Feeds up to 8 people includes 2 large Tostitos bags, Salsa negra container, forks, plates, and serving spoon.



FULL TRAY OF CEVICHE \$250

Feeds up to 16 people. Includes 4 large Tostitos bags, 8oz salsa negra, forks, plates and serving spoon.

**ALL BOTANA TRAYS COME WITH: TOSTADAS,
SPICY MAYO, SALSA NEGRA, FORKS, SERVING
SPOON AND PLATES**

•BOTANA CON CALLO•

1/2 TRAY \$150 FEEDS 6 PEOPLE

FULL TRAY \$280 FEEDS 12 PEOPLE

•BOTANA REGULAR•

1/2 TRAY \$125 FEEDS 6 PEOPLE

FULL TRAY \$250 FEEDS 12 PEOPLE

• REGULAR COCTEL TRAY •

(COOKED SHRIMP ONLY)

1/2 TRAY \$125 FEEDS 6 PEOPLE

FULL TRAY \$250 FEEDS 12 PEOPLE

•VIP COTEL TRAY•

(CALLO,CAMARÓN COCIDO Y CURTIDO)

1/2 TRAY \$150 FEEDS 6 PEOPLE

FULL TRAY \$280 FEEDS 12 PEOPLE



**Botana con callo
Tray**



**Botana Regular
"Full tray"**



**VIP COCTEL
TRAY**

Cali Style Baja Burrito

Season fries, shredded cheese, grilled shrimp or grilled Mahi Mahi fish, pico de gallo, cilantro lime crema, chipotle crema, regular sour cream, (Optional yellow pepper)

\$13.50



Botanas



Botana Regular

Mix Shrimp \$28.99



Botana con Callo

Mix Shrimp w/Scallops \$34.99

La Embarazada Camaron Cocido

Spicy Boiled Shrimp \$28.00



Aguachiles Negros



Camaron Curtido En Limon

Butterflied Shrimp Cooked in Lime

\$23.50



Aguachiles Mixtos Camaron Cocido y Curtido

Boiled Shrimp and Raw Shrimp

\$28.00



Aguachiles Mixtos Camaron Cocido y Curtido Con Callo de Hacha

Boiled Shrimp and Raw Shrimp
With Mexican Scallops

\$33.00

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MENU	
COLD DISHES	
ITEM	PRICE
Small Shrimp Ceviche	\$11.50
Large Shrimp Ceviche	\$32.99
Ceviche Preparados	\$20.00
Tosticeviche	\$14.00
Coctel Regular	\$23.00
Coctel Con Callo	\$29.00
VIP Coctel	\$29.00
No callo VIP Coctel	\$23.00
Botana con Callo	\$33.00
Spicy Cooked Shrimp	\$27.00
Botana de Camaron	\$27.00
Botana de Camaron con Callo	\$33.00
Botana de Camaron con Callo y Pulpo	\$38.00
Aguachiles negros curtido en limón	\$23.00
Mixto Cocido & Agauchiles negros	\$28.00
Aguachiles Negros Puro Camaron Cocido	\$23.00
Mango Tuna Aguachile (Botana de Atún)	\$21.00
1½ Tray Aguachile Negros con chiltepin	\$135.00
1/2 Tray Camaron Curtido Aguachile Verde	\$135.00
1½ Tray Botana Regular	\$130.00
Botana Con Callo 1½ Tray	\$150.00
No Callo VIP Coctel 1½ Tray	\$130.00
Coctel Tray (Boiled Shrimp only)	\$130.00
1/2 Tray Regular Ceviche (Non Spicy)	\$125.00
Full Tray Regular Ceviche (Non Spicy)	\$250.00
HOT DISHES	
Kids Chicken Nuggets & Fries	\$7.99
Kids Quesadilla & Fries	\$7.99
Kids Quesadilla	\$3.99

Chicken Baja Fries	\$15.50
Shrimp Hot Lemon Pepper Fries	\$17.99
Spicy Baja Shrimp Fries	\$17.99
Spicy Chicken Baja Fries	\$15.50
Shrimp Burger w/ Fries	\$15.00
Shrimp Burger	\$12.50
Shrimp Cali Burrito	\$13.00
Fish Mahi Cali Burrito	\$13.00
1 Fish Taco (Mahi-mahi)	\$5.99
1 Shrimp Taco	\$5.00
3 Fish Taco Deal	\$16.50
3 Shrimp Tacos Deal	\$13.99
3 Mix Tacos (2 Shrimp) (1 Fish)	\$14.82
3 Mix Tacos (2 Fish) (1 Shrimp)	\$15.66
Burrito Gobernador	\$11.50
Gobernador de camaron (shrimp)	\$9.00
Taco de Marlin (Fish)	\$7.50
Camarones Zarandeados 12pc	\$21.50
San Pedro Style Fajitas Platter	\$49.99
Gourmet Burger & Fries	\$16.99
Gourmet Cheeseburger & Fries	\$18.99
Steak & Fries	\$25.99
5 Piece Wings	\$10.49
10 Piece Wings	\$17.49
15 Piece Wings	\$23.99
25 Piece Wings	\$36.99
5 Piece Boneless Wings	\$9.99
10 Piece Boneless Wings	\$16.49
15 Piece Boneless Wings	\$22.99
25 Piece Boneless Wings	\$35.99
Fries Reg.	\$4.49
Fries Large	\$6.49
Langostinos 6 piece	\$21.99
Langostinos 12 piece	\$32.99
Empanadas de camaron 3 piece	\$12.99
Empanadas de camaron 6 piece	\$21.99

Chips & Guacamole	\$12.99
Mozarella Sticks	\$9.99
Fried Pickle Sticks	\$9.99
Chicken Salad	\$13.99
Steak Salad	\$19.99
Boneless Chicken Trio Platter	\$19.99
Nachos	\$14.99
Churro Sticks & Ice Cream	\$8.99
Beverages (Non-alcoholic)	
Agua Fresca 24 oz	\$5.50
Agua Fresca 32oz	\$6.50
Michelada Mix Drink	\$7.00
32oz Michelada Mix Container	\$12.50
64oz Michelada Mix Container	\$25.00
Gallon Michelada Mix	\$50.00
Cucumber Lime Gallon/Special	\$50.00
Caribbean Colada Gallon/Special	\$50.00
Horchata Gallon/Special	\$50.00
Mango Rim Dip	\$10.00
Watermelon Rim Dip	\$10.99
Jarritos Bottle	\$4.00
Mexican Coke Bottle	\$4.00
Mexican Fanta Bottle	\$4.00



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

**RECORDS REQUIRED FOR AUDIT
 RESTAURANT/HOTEL/MOTEL**

DLLC USE ONLY	
Job #:	401792
Date Accepted:	06-18-2026
LC:	SG
License #:	

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 however, are not limited to:

PONY'S MICHES

1. Name of restaurant (Please print):

2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.

3. A list of **all** food and liquor vendors

4. The restaurant menu used during the audit period

5. A price list for alcoholic beverages during the audit period

6. Mark-up figures on food and alcoholic products during the audit period

7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)

8. Monthly Inventory Figures - beginning and ending figures for food and liquor

9. Chart of accounts (copy)

10. Financial Statements-Income Statements-Balance Sheets

11. **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

12. **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

13. 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 workday)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents that 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(M)

For the purpose of this section:

Restaurant: an establishment that derives **at least forty percent (40%)** of its gross revenue from the sale of food

Gross revenue: 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.

Declaration:

I, (Print Name) JOSE EBER FLORES, declare under penalty of perjury that I am authorized to submit this application. I have read _____ statements made on this application to be true, correct, and _____

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



Arizona Department of Liquor Licenses and Control

https://www.azliquor.gov

(602) 542-5141

DLLC USE ONLY

Job #:	401792
Date Accepted:	06-18-2026
LC:	SG
License #	

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. 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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

FP current
10-03-2027

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

- Name: ESCAMILLA SERGIO
Last First Middle
- Social Security # [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: ARIZONA
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: [REDACTED]
- Email address: SERGIO@ELGPHX.COM
- Home Address: [REDACTED]
- Daytime phone #: 623-810-0275 Alternative phone #: 623-810-0275

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: JOB #
- Business Name (doing business as): PONY'S MICHES
- Business Address: 9897 WEST MCDOWELL ROAD SUITES #C-300 & C-310 TOLLESON ARIZONA 85037

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

26 JUN 4 AM 11:14 AZD LLC

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: JOSE EBER FLORES

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? *A.R.S. §4-202(D)* Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) SERGIO ESCAMILLA hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: *Sergio Escamilla* Date: JUNE 02, 2026
Sergio Escamilla (Jun 2, 2026 14:22:58 PDT)

Statement-Section 4-Background:

Question 1:

I, Sergio Escamilla, am listed as the Manager of Z & Z Restaurant Concepts, LLC, the legal entity holding Arizona Liquor License No. 012070036156, doing business as Pony's Miches Michelada Bar & Grill located at 105 W Portland Street Phoenix, AZ 85003.

Sergio Escamilla

Sergio Escamilla (Jun 2, 2026 14:23:52 PDT)

Sergio Escamilla

02/06/2026

Date



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

Personal Information Questionnaire

DLLC USE ONLY

Job #:	401792
Date Accepted:	06-18-2026
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10-03-2027

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A.R.S. §4-202(A).

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Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

- Name: FLORES JOSE EBER
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: ARIZONA
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: [REDACTED]
- Email address: PONYSMICHES@GMAIL.COM
- Home Address: [REDACTED]
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Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: JOSE EBER FLORES

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) JOSE EBER FLORES hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information herein are true and correct to the best of my knowledge.

Sign

Date: MAY 28, 2026

Statement-Section 4-Background:

Question 1:

I, Jose Flores, am listed as the Member-Manager of Z & Z Restaurant Concepts, LLC, the legal entity holding Arizona Liquor License No. 012070036156, doing business as Pony's Miches Michelada Bar & Grill located at 105 W Portland Street Phoenix, AZ 85003.

6/3/2024
Date



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
 (602) 542-5141

DLLC USE ONLY

Job #:	401792
Date Accepted:	06-18-2026
LC:	SG
License #	

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. 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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

FP current
10-03-2027

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and
A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

- Name: GONZALEZ ANALIZ ROJO
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: ARIZONA
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: [REDACTED]
- Email address: ANALIZ@PONYSMICHES.COM
- Home Address: [REDACTED]
- Daytime phone #: 909-728-5249 Alternative phone #: 808-728-5249

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: JOB #
- Business Name (doing business as): PONY'S MICHE 3
- Business Address: 9897 WEST MCDOWELL ROAD SUITES #C-300 & C-310 TOLLESON ARIZONA 85037

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☒ Controlling Person ☐ Manager

Name of persons who will be handling the day to day operations: JOSE EBER FLORES

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

SIGNATURE

I, (Print Full Name) ANALIZ ROJO GONZALEZ hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature

Date: MAY 28, 2026

Statement-Section 4-Background:

Question 1:

I, Analiz Gonzales, am listed as the Member-Manager of Z & Z Restaurant Concepts, LLC, the legal entity holding Arizona Liquor License No. 012070036156, doing business as Pony's Miches Michelada Bar & Grill located at 105 W Portland Street Phoenix, AZ 85003.



Analiz Gonzales
AG.

06/03/24
Date

Affidavit of Posting Liquor License

On June 22, 2026, I, Ken Hernandez certify that the following Property was posted with the Liquor License request.

Property: Pony's Miches 9897 W. McDowell Rd., C-300, for, Tolleson Arizona 85353

K Hernandez

Signature

State of Arizona
Department of Liquor Licenses and Control

Created 06/18/2026 @ 04:42:56 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	PONY'S MICHE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	9897 W MCDOWELL ROAD #C-300 & C-310 TOLLESON, AZ 85037 USA		
Mailing Address:	510 E CAMELBACK ROAD		

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: JUNE 22, 2026

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
TOLLESON CITY COUNCIL AT 9055 W. VAN BUREN ST.

PLACE: TOLLESON CIVIC CENTER DATE/TIME: JULY 14, 2026 AT 6:00 PM
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (623) 936-7111

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE
STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY (623) 936-7111
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

STATE LIQUOR DEPT. (602) 542-9789

C:\line\cam
Slye #46126 1-888-660-9120



NOW OPEN!

OPEN



CITY COUNCIL REPORT

SUBJECT: First Amendment to Cooperative Purchasing Agreement with Forward Tilt LLC

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Wendy Jackson, Deputy City Manager/Employee Resources Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Employee Resources Department is requesting approval of the First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Forward Tilt LLC to increase the annual aggregate compensation and extend the Agreement term for the purchase of furniture, products, and related services.

BACKGROUND:

On November 27, 2025, the City entered into a Cooperative Purchasing Agreement with Forward Tilt LLC utilizing the Arizona Department of Administration cooperative contract for the purchase of statewide furniture, products, and related services. The original Agreement established an annual aggregate compensation limit of \$100,000 and was set to expire on August 31, 2026.

The proposed First Amendment increases the annual aggregate compensation to \$325,000 and extends the term of the Agreement through August 31, 2027. All other terms and conditions of the Agreement remain unchanged.

DISCUSSION:

The City anticipates increased furniture purchases during Fiscal Year 2027. The Library's Capital Improvement Program includes \$175,000 for furniture associated with its approved Capital Improvement Project. The remaining \$150,000 in anticipated expenditures is budgeted among the Employee Resources, Government & Public Affairs, and Information Technology Departments for furniture purchases during the fiscal year.

To ensure sufficient purchasing authority under the Cooperative Purchasing Agreement, staff recommends increasing the annual aggregate amount to \$325,000. Utilizing the existing Arizona Department of Administration cooperative contract allows the City to efficiently procure furniture and related products while complying with applicable procurement requirements.

BUDGET IMPACT:

The First Amendment increases the annual aggregate compensation from \$100,000 to \$325,000.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Forward Tilt LLC and authorization for the City Manager to execute the Amendment.

ATTACHMENTS:

1. 07 14 26 ER - First Amendment to Forward Tilt CPA - End Date 08 31 27

**AMENDMENT NO. 1 TO COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
FORWARD TILT LLC**

THIS AMENDMENT NUMBER 1 TO COOPERATIVE PURCHASING AGREEMENT (this “Amendment”) is between the City of Tolleson, an Arizona municipal corporation (the “City”) and Forward Tilt LLC (the “Contractor”) and shall become effective (the “Effective Date”) upon the date this Agreement is signed by both Parties.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement dated November 27, 2025, based upon the Arizona Department of Administration (the “Contract”), for the purchase of statewide furniture, products, and related services. The terms of the Agreement are incorporated herein by reference.

B. The City has determined that additional Products and Services (the “Additional Products and Services”) are necessary.

C. The City and the Contractor desire to enter into this Amendment to increase the compensation authorized by the Agreement for the Additional Products and Services.

D. The City has determined that it wishes to extend the term of the Agreement.

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 Contractor hereby agree as follows:

1. The parties agree to amend Paragraph 1 and 3 Terms of the Agreement as follows:

1. Term of Agreement. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until August 31, ~~2026~~ **2027** (the “Term”) unless terminated as otherwise provided in this Agreement of the Cooperative Contract.

3. Compensation. The City’s payments to the Contractor (if any) shall not exceed an aggregate amount of ~~\$100,000.00~~ **\$325,000.00** for each fiscal year, July 1st

through June 30th, for the Products and Services at payment rates that shall be agreed upon by the parties.

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

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

4. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of City data to the City.

5. Survival. The obligations of Contractor under this Section shall survive the termination of the Contract.

6. Conflict of Interest. This Amendment and the Agreement may be cancelled by the City pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

FORWARD TILT LLC,
an Arizona corporation,

By:_____

Name:_____

Title:_____



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2657 – Revised West Valley Fire Apparatus Intergovernmental Agreement

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Michael Young, Fire Chief

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Fire Department is requesting adoption of Resolution No. 2657 approving a revised Intergovernmental Agreement between the Arizona Fire & Medical Authority, participating West Valley fire agencies, and the City of Tolleson for the lending and borrowing of fire apparatus on an as-needed basis.

BACKGROUND:

On June 10, 2025, the Mayor and Council approved Resolution No. 2606 authorizing the City to enter into an Intergovernmental Agreement for the regional sharing of fire apparatus among participating West Valley fire agencies. Following Council approval, Southwest Risk requested revisions to the Agreement before execution. As a result, each participating agency must approve the revised Agreement.

The Agreement allows participating agencies to temporarily lend and borrow fire apparatus, including engines, ladder trucks, ambulances, and other emergency response vehicles, to support emergency operations and maintain continuity of service when equipment is unavailable due to maintenance, repairs, or other operational needs. The Agreement has a five-year term and permits participating agencies to terminate their participation with appropriate notice.

DISCUSSION:

The revised Agreement continues to strengthen regional partnerships by providing participating agencies with greater operational flexibility and enhancing emergency preparedness throughout the West Valley. The revisions requested by Southwest Risk primarily address insurance and risk management provisions and do not alter the overall purpose of the Agreement or the City's ability to participate in the regional apparatus-sharing program. Approval of Resolution No. 2657 will supersede Resolution No. 2606 and authorize execution of the revised Agreement.

BUDGET IMPACT:

There is no direct fiscal impact associated with approval of this Resolution. Each participating agency remains responsible for the operating costs associated with equipment it borrows, as provided in the Agreement.

RECOMMENDATION:

Staff recommends the adoption of Resolution No. 2657 approving the revised Intergovernmental Agreement for the regional lending and borrowing of fire apparatus and authorizing the City Manager to execute the Agreement.

ATTACHMENTS:

1. Res 2657 West Valley Fire Apparatus Intergovernmental Agreement 07 14 26

RESOLUTION NO. 2657

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, THE CITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GLENDALE, GOODYEAR, PEORIA, SURPRISE, TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR THE USE OF FIRE APPARATUS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SUPERSEDING RESOLUTION NO. 2606.

WHEREAS, the Arizona Fire & Medical Authority, together with the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, and the Daisy Mountain Fire and Medical District and Sun City Fire District (collectively, the "Partnering Agencies"), desire to enter into an Intergovernmental Agreement ("Agreement") to facilitate the lending and borrowing of fire apparatus on an as-needed basis to support regional public safety efforts; and

WHEREAS, on June 10, 2025, the Mayor and Council adopted Resolution No. 2606 approving the Agreement; and

WHEREAS, following Council approval, Southwest Risk requested revisions to the Agreement, requiring the Partnering Agencies to approve the revised Agreement before execution; and

WHEREAS, the City Council finds that approval of the revised Agreement is in the best interest of the health, safety, and welfare of the residents of Tolleson and continues to support the City's commitment to regional collaboration and emergency preparedness.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

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

Section 2. The Intergovernmental Agreement between and among the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for the use of fire apparatus is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. Resolution No. 2606 is hereby superseded by this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of July, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2657

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN AND
AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF
AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL
MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR,
THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF
TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL
DISTRICT, AND THE SUN CITY FIRE DISTRICT
FOR USE OF FIRE APPARATUS**

This Intergovernmental Agreement ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the Arizona Fire & Medical Authority ("AZ Fire"), City of Avondale ("Avondale"), the City of Buckeye ("Buckeye"), the City of El Mirage ("El Mirage"), the City of Glendale ("Glendale"), the City of Goodyear ("Goodyear"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Tolleson ("Tolleson"), the Daisy Mountain Fire and Medical District ("Daisy Mountain"), and the Sun City Fire District ("Sun City") (individually a "Lending Partnering Agency" or "Borrowing Partnering Agency" as applicable and as set forth in each Equipment Use Letter, collectively "Partnering Agencies" and also referred to as "Parties").

The Partnering Agencies are authorized and empowered by provisions of their respective city laws and A.R.S. §11-951 et seq to enter into this Agreement.

IN CONSIDERATION of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Partnering Agencies would like the ability to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

ARTICLE II. STATEMENT OF SERVICES

1. Partnering Agencies agree to lend and borrow, the following described fire apparatus ("Loaned Equipment") AS IS:
 - ☐ Engine(pumper)
 - ☐ Ladder
 - ☐ Ambulance
 - ☐ other emergency response vehicle
2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Borrowing Partnering Agency shall be responsible for picking up the Loaned Equipment from the Lending Partnering Agency's designated facility and filling out the Equipment Use Letter "Exhibit A" attached.
3. Use. Borrowing Partnering Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention, firefighting, and life-saving treatment and transportation. Proper use shall be within the specifications set forth by the manufacturer(s) of the Loaned Equipment. Borrowing Partnering

Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.
5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City or the name of the District of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.
6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not "ordinary wear and tear."
7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.
8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency's requirements and have the Loaned Equipment inspected per the Lending Partnering Agency's requirements at such location as Lending Partnering Agency shall designate.
9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.
10. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted
11. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment's merchantability or fitness for any particular purpose.

12. Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

1. **Term:**
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.
2. **Termination and Cancellation:**
 - 2.1 **Termination**
Any Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Parties. The Parties acknowledge that this Agreement is subject to the cancellation by any Party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.
 - 2.2 **Cancellation**
Further, the Parties agree that a Lending Partnering Agency shall have the right to cancel a specific equipment use upon five (5) days prior written notice of cancellation of an Equipment Use Letter, if the Lending Partnering Agency's Fire Chief determines in his sole discretion that the Lending Partnering Agency has a need for the Loaned Equipment. Within five (5) calendar days of the Borrowing Partnering Agency's receipt of such a notice, the Borrowing Partnering Agency shall return the Loaned Equipment to the Lending Partnering Agency at its designated facility.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. **Governing Law; Forum; Venue:**
This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
2. **Implied Terms:**
Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement and each Equipment Use Letter is intended by the undersigned Parties as the final expression of the applicable Parties' agreement and are intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by all Parties.

4. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

6. No Joint Venture:

No term or provision in this Agreement is intended to create a legal partnership, joint venture or agency arrangement between any of the Parties.

7. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party without the prior written consent of all Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. Independent Contractor Status:

To the extent required by law, the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, none of the Partnering Agencies nor any of the Partnering Agencies' agents, employees or helpers will be deemed to be the employee, agent, or servant of any other Partnering Agency.

9. Workers' Compensation:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers'

compensation and related benefits. All Parties shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

10. Severability.

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988. Upon request, the Lending Partnering Agency shall provide copies of any applicable drug free workplace policies enacted by the Lending Partnering Agency. A Party's failure to comply with the Drug Free Workplace Act of 1988 shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41- 4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Partnering Agencies are prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Partnering Agencies shall agree that:

14.1 To the extent applicable by law, each subcontractor a Partnering Agency uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214.

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Partnering Agencies will have the legal right to inspect the papers of a Partnering Agency and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

15. Disposition of Property:

Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE V. INSURANCE AND INDEMNIFICATION

1. Indemnification:

With respect to each Equipment Use Letter, each of the Borrowing Party Agency and the Lending Party Agency as set forth on the Equipment Use Letter (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees and agents (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. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of the claim arising out of the Equipment Use Letter shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Article V, Section 1 shall survive termination of this Agreement.

2. Insurance for Loaned Equipment:

Loaned Equipment shall be insured by the Lending Party Agency. Damage to the Loaned Equipment shall be covered by the Lending Party Agency's insurance. Any insurance that the Borrowing Partnering Agency may have is excess to that coverage provided by the Lending Party Agency and applicable only to liability to third parties arising out of the Borrowing Partnering Agency use of the Loaned Equipment.

Scope and Limits of Insurance: Lending Partnering Agency must provide coverage with limits of liability not less than those stated below.

3. Automobile Liability and Physical Damage:

Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) \$2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. Lending Partnering Agency does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Borrowing Partnering Agency from liabilities that might arise under this Agreement and Borrowing Partnering Agency is free to purchase such additional insurance as Borrowing Partnering Agency may determine to be necessary.

ARTICLE VI. NOTICES

1. Any notice, consent, or other communication (“notice”) required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

Arizona Fire & Medical Authority

18818 N. Spanish Garden Drive
Sun City West, AZ 85375

Attn: Mark Burdick Arizona Fire & Medical Authority Fire Chief
Telephone: (623) 544-5400
Fax: (623) 544-5455
Email: MBurdick@AFMA.Az.gov

Avondale Fire & Medical Department

11465 W. Civic Center Dr.
Avondale, AZ 85323

Attn: Larry Rooney Avondale Fire Chief
Telephone: (623) 333-6000
Fax: (623) 333-0690
Email: lrooney@avondaleaz.gov

Buckeye Fire-Medical Department

21699 W. Yuma Rd, Suite 101
Buckeye, AZ 85326

Attn: Jake Rhoades Buckeye Fire Chief
Telephone: (623) 349-6700
Fax: (623) 349-6750
Email: jrhoades@buckeyeaz.gov

Daisy Mountain Fire and Medical District

41018 N. Daisy Mtn Drive
Anthem, AZ 85086

Attn: Brian Tobin Daisy Mountain Fire Chief
Telephone: (623) 456-7400
Email: brian.tobin@dmfd.org
Fax: N/A

El Mirage Fire-Medical Department

13601 N. El Mirage Rd
El Mirage, AZ 85335

Attn: Michael R. Long El Mirage Fire Chief
Telephone: (623) 251-3509
Email: mlong@elmirageaz.gov

Glendale Fire Department

11550 W. Glendale Ave
Glendale, AZ 85307

Attn: Ryan Freeburg Glendale Fire Chief
Telephone: (623) 930-4400
Email: rfreeburg@glendaleaz.com

Goodyear Fire Department

14455 W. Van Buren St., Suite E-102
Goodyear, AZ 85338

Attn: Paul Luizzi Goodyear Fire Chief
Telephone: (623) 882-7109
Email: Paul.Luizzi@goodyearaz.gov

Peoria Fire-Medical Department

8351 W. Cinnabar Ave
Peoria, AZ 85345

Attn: Gary Bernard Peoria Fire Chief
Telephone: (623) 773-7279
Email: gary.bernard@peoriaaz.gov

Sun City Fire and Medical Department

18602 N. 99th Ave
Sun City, AZ 85373

Attn: Rob Schmitz Sun City Fire & Medical Department Fire Chief
Telephone: (623) 974-2321
Email: schmitz@scfmd.az.gov

Surprise Fire-Medical Department

14250 W. Statler Plaza, Suite 101
Surprise, AZ 85374

Attn: Brenden Espie Surprise Fire Chief
Telephone: (623) 222-5000
Fax: (623) 222-5001

Tolleson Fire-Medical Department

203 N. 92nd Ave
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief
Telephone: (623) 471-8914
Email: michael.young@tolleson.az.gov

2. Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Any Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Parties as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

[SIGNATURE PAGE TO FOLLOW]

ARIZONA FIRE & MEDICAL AUTHORITY

BY: _____

ITS: _____

DATE _____

ATTEST:

ARIZONA FIRE & MEDICAL AUTHORITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the Arizona Fire & Medical Authority granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE _____

ATTEST:

AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

AVONDALE CITY ATTORNEY

CITY OF BUCKEYE

BY: _____

ITS: _____

DATE _____

ATTEST:

BUCKEYE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

BUCKEYE CITY ATTORNEY

CITY OF EL MIRAGE

BY: _____

ITS: _____

DATE _____

ATTEST:

EL MIRAGE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

EL MIRAGE CITY ATTORNEY

CITY OF GLENDALE

BY: _____

ITS: _____

DATE _____

ATTEST:

GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GLENDALE CITY ATTORNEY

CITY OF GOODYEAR

BY: _____

ITS: _____

DATE _____

ATTEST:

GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

GOODYEAR CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE _____

ATTEST:

PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE _____

ATTEST:

SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SURPRISE CITY ATTORNEY

CITY OF TOLLESON

BY: _____

ITS: _____

DATE _____

ATTEST:

TOLLESON CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

TOLLESON CITY ATTORNEY

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT

BY: _____

ITS: _____

DATE _____

ATTEST:

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

SUN CITY FIRE DISTRICT

BY: _____

ITS: _____

DATE _____

ATTEST:

SUN CITY FIRE DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

SUN CITY FIRE DISTRICT ATTORNEY

EXHIBIT A

PARTNERING AGENCIES EQUIPMENT USE LETTER

XXXX XX, 202X

Lending Partnering Agency Name
Address
XXXX, AZ 85XXXX

Purpose: This Equipment Use Letter allows Partnering Agencies to lend and borrow fire apparatuses on an as-needed basis. Pursuant to all terms of the **DATE TBD**, Intergovernmental Agreement, Lending Partnering Agency, XXXX, is transferring Unit # XXXX to XXXX Borrowing Partnering Agency, XXXX, for X months use, with an anticipated return date of XXXX. This truck is a **Enter Description Here** VIN # XXXX, License # XXXX.

Term: This Equipment Use Letter is effective as of _____ and terminates on _____.

Lending Partnering Agency:

Vehicles Issued By (Print) _____ Date _____

Vehicles Issued By (Sign) _____ Date _____

Borrowing Partnering Agency:

I confirm that I am taking possession of the vehicles noted above. I have confirmed that the Loaned Equipment appears to be in good working order and are without obvious defects, and I am accepting the Loaned Equipment AS IS. _____(initial).

Vehicles Received By (Print) _____

Vehicles Received By (Sign) _____ Date _____



CITY COUNCIL REPORT

SUBJECT: Amendments to the Articles of Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA)

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Pilar Sinawi, Deputy City Manager/Chief Government Affairs Officer

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Government/Public Affairs Department requests the adoption of Resolution No. 2659 approving amendments to the Articles of Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA) to support the organization's application for recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code.

BACKGROUND:

On July 8, 2025, the Mayor and Council adopted Resolution No. 2611 approving the Articles of Incorporation and Bylaws of the Tolleson Alliance Against Substance Abuse (TAASA) and authorizing its incorporation as an Arizona nonprofit corporation. TAASA was established to address substance abuse challenges within the community through prevention, education, advocacy, and community engagement.

As part of the process of obtaining federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, legal counsel has recommended amendments to TAASA's Articles of Incorporation to include additional charitable purpose language and a dissolution provision consistent with Internal Revenue Service requirements. These amendments are necessary to support TAASA's application for tax-exempt recognition.

DISCUSSION:

The proposed amendments revise Article 2 of the Articles of Incorporation to clarify that TAASA is organized and operated exclusively for charitable, educational, scientific, and other purposes permitted under Section 501(c)(3) of the Internal Revenue Code, including addressing substance abuse through education, prevention, advocacy, community outreach, and programs that promote the health and welfare of individuals and families within the community. The amendments also add a dissolution provision specifying that, upon dissolution, the organization's assets will be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) or to a governmental entity for a public purpose. All other provisions of the Articles of Incorporation remain unchanged.

Approval of Resolution No. 2659 will authorize the filing of the Articles of Amendment with the Arizona Corporation Commission, allowing TAASA to continue the process of obtaining federal tax-exempt status.

BUDGET IMPACT:

There is no budget impact associated with approval of this Resolution.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 2659 approving amendments to the Articles of Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA), authorizing the filing of the Articles of Amendment with the Arizona Corporation Commission, and authorizing all actions necessary to carry out the purpose of the Resolution.

ATTACHMENTS:

1. Res 2659 Amendment to Tolleson Alliance Against Substance Abuse (TAASA) Articles of Incorporation 07 14 26

RESOLUTION NO. 2659

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN AMENDMENT TO THE ARTICLES OF INCORPORATION OF THE TOLLESON ALLIANCE AGAINST SUBSTANCE ABUSE (TAASA); AUTHORIZING THE FILING OF THE ARTICLES OF AMENDMENT WITH THE ARIZONA CORPORATION COMMISSION; AND AUTHORIZING ALL ACTIONS NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION.

WHEREAS, the Mayor and Council of the City of Tolleson, Arizona previously adopted Resolution No. 2611 approving the Articles of Incorporation and Bylaws of the Tolleson Alliance Against Substance Abuse (TAASA) and authorizing the incorporation of TAASA as an Arizona nonprofit corporation; and

WHEREAS, TAASA is pursuing recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, legal counsel has recommended amendments to the Articles of Incorporation to include additional charitable purpose language and a dissolution provision required for qualification under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the proposed Articles of Amendment are attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Mayor and Council find that approving the Articles of Amendment is in the best interests of TAASA, the City, and the residents of the City of Tolleson.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

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

Section 2. The Articles of Amendment to the Articles of Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA), in substantially the form attached hereto as Exhibit A and incorporated herein by this reference, are hereby approved.

Section 3. The appropriate officers and incorporators of TAASA are hereby authorized and directed to execute, file, and deliver the Articles of Amendment with the Arizona Corporation Commission and to take all actions necessary to carry out the purposes of this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of July, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2659

[Articles of Amendment]

See following pages.

ARTICLES OF AMENDMENT
NONPROFIT CORPORATION
Read the Instructions [C015i](#)

1. **ENTITY NAME** – give the exact name of the corporation as currently shown in A.C.C. records:
Tolleson Alliance Against Substance Abuse (TAASA)

2. Name Change – type or print the exact NEW name of the entity in the space below:

3. Date the attached amendment was adopted: _____.

4. Check 4.1 or 4.2, or both – also check 4.3 if applicable:

4.1 ☒ The Amendment was duly adopted by act of the Board of Directors.

4.2 ☐ The Amendment was duly adopted by act of the Members.

AND, if applicable:

4.3 ☒ The Amendment was approved by the person or persons required by the Articles of Incorporation.

5. A copy of the corporation's amendment must be attached to these Articles.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

☐ I ACCEPT

Signature

Printed Name

Date (mm/dd/yyyy)

REQUIRED – check only one:

☐ I am the Chairman of the Board of Directors of the corporation filing this document.	☐ I am a duly authorized Officer of the corporation filing this document.	☐ I am a duly authorized bankruptcy trustee , receiver, or other court-appointed fiduciary for the corporation filing this document.
--	---	--

Expedited or Same Day/Next Day services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: \$25.00 (regular processing) All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax (for Regular or Expedite Service ONLY): 602-542-4100 Fax (for Same Day/Next Day Service ONLY): 602-542-0900
--	--

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
TOLLESON ALLIANCE AGAINST SUBSTANCE ABUSE (TAASA)**

TOLLESON ALLIANCE AGAINST SUBSTANCE ABUSE (TAASA), an Arizona nonprofit corporation, pursuant to A.R.S. §§ 10-11001 *et seq.*, hereby adopts the following amendments to its Articles of Incorporation.

FIRST, Article 2 Character of Affairs is hereby deleted in its entirety and replaced with the following:

2. Character of Affairs

This corporation is organized and shall be operated exclusively for charitable, educational, scientific, and other purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future federal tax code, including, but not limited to, addressing substance abuse through education, prevention, advocacy, community outreach, and programs that promote the health and welfare of individuals and families within the community.

SECOND, the following Article is added:

9. Dissolution

Upon dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding Section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

THIRD, except as expressly amended herein, the Articles of Incorporation remain in full force and effect.



CITY COUNCIL REPORT

SUBJECT: Fourth Amendment to Shamrock Foods Company Cooperative Purchasing Agreement

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: George Good , Chief of Social Impact

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Human Services Department is requesting approval of the Fourth Amendment to the Cooperative Purchasing Agreement with Shamrock Foods Company to continue the purchase of food, fresh produce, and cafeteria supplies through June 30, 2027, and to increase the annual compensation cap.

BACKGROUND:

The City of Tolleson originally entered into a Cooperative Purchasing Agreement with Shamrock Foods Company on May 24, 2022, based on Mohave Educational Services Cooperative Contract No. 21O-SFC-0701 dated July 1, 2021. The Agreement enables the City to purchase food, fresh produce, and related cafeteria supplies to support Human Services programs. The Agreement has since been amended to extend its term and increase the authorized annual compensation as needed to meet program demands.

DISCUSSION:

The Fourth Amendment extends the term of the Cooperative Purchasing Agreement through June 30, 2027, and increases the annual aggregate not-to-exceed compensation from \$177,500 to \$213,000 to accommodate the continued purchase of food, fresh produce, and related cafeteria supplies. The Amendment also incorporates statutorily required terms into the Agreement. The underlying cooperative contract has been extended by the Mohave Educational Services Cooperative through June 30, 2027, allowing the City to continue utilizing this cooperative purchasing contract in compliance with Arizona procurement requirements.

BUDGET IMPACT:

Sufficient funds have been allocated in the Human Services Department's operating budget to support the increased annual expenditure not to exceed \$213,000.

RECOMMENDATION:

Staff recommends approval of the Fourth Amendment to the Cooperative Purchasing Agreement with Shamrock Foods Company.

ATTACHMENTS:

1. 07 14 26 HS - Fourth Amendment to Shamrock Foods CPA - End Date 06 30 27

**AMENDMENT NO. 4 TO THE
COOPERATIVE PROCUREMENT AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SHAMROCK FOODS COMPANY**

THIS AMENDMENT NUMBER 4 TO THE COOPERATIVE PROCUREMENT AGREEMENT (this “Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Shamrock Foods Company, an Arizona corporation, (the “Contractor”), (collectively, “the parties”). This Amendment shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement dated May 24, 2022, as amended, (the “Agreement”), based upon the Mohave Educational Services Cooperative Contract No. 21O-SFC-0701 dated July 1, 2021 (the “Cooperative Contract”) to provide food, fresh product, and related cafeteria supplies (“Products”). The terms of the Agreement and the Cooperative Contract are incorporated herein by reference.

B. The City has determined that additional Products are necessary and desires to extend the term of the Agreement and to increase the compensation authorized by the Agreement for the Additional Products.

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 Contractor hereby agree as follows:

1. The parties agree to amend Paragraph 1 Term of Agreement and Paragraph 3 Compensation of the Agreement as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect ~~until~~ for an extended term of ~~June 30, 2023~~ ~~June 30, 2024~~ ~~June 30, 2025~~ ~~June 30, 2026~~ **June 30, 2027** (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

3. Compensation. The City shall pay the Contractor for the Term, if any, an annual aggregate amount not to exceed ~~\$133,000.00~~ ~~\$177,500.00~~ **\$213,000.00** for Additional Products.

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

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

4. Conflict of Interest. This Amendment and the Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

[CONTRACTOR’S SIGNATURE ON FOLLOWING PAGE.]

“Contractor”

SHAMROCK FOODS COMPANY,
an Arizona corporation,

By: _____

Date

Name: _____

Title: _____



6/5/2026

**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Mary Darroch
Shamrock Foods Company
3900 East Camelback Rd Ste 300
Phoenix, AZ 85018

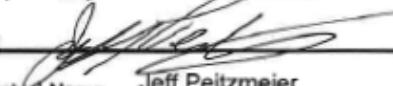
RE: Contract # 210-SFC-0701 modification of contract through an extension of contract is made by, and between, Shamrock Foods Company and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 210-SFC-0701 for a period of one (1) year, beginning 7/1/2026. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Shamrock Foods Company agrees to provide products or prices as per 210-0106.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title Sr. Vice President Nat'l Accounts, Shamrock Foods
Typed/Printed Name Jeff Peltzmeier Date June 8, 2026

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.


Jessica Leasure, CPPO
Contracts Manager
Mohave Educational Services Cooperative, Inc.
211 N 7th St | Kingman, AZ 86401
Phone 928-718-3212 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 7/1/2026, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 7/1/2026, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 7/1/2026 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Fixed; zone pricing. Please confirm the following regarding pricing under your contract:

____ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 7/1/2027.

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

XX We are requesting a price modification. A price list/catalog will be submitted by May 15, 2026. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Shamrock Foods Company
3900 East Camelback Rd Ste 300
Phoenix, AZ 85018

Remit to: Shamrock Foods Company
Accounts Receivable
PO Box 933534
Atlanta, GA 31193-3534

Member Contact: Tami Hitt Wyant
Contract Administrator: Mary Darroch
Phone Number: 520-888-9664
Fax Number: 602-605-3636

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Shamrock Foods is a broad line Food Service Distributor that offers an extensive variety of products that include: dry and frozen groceries, dairy products, fresh and frozen seafood and meat, fresh produce, dietary offerings and beverages. In addition, Shamrock also provides non-foods and supplies. Shamrock Foods stocks National Branded products, as well as exclusive Shamrock Brands. With Shamrock's buying power and the collective volume of cases that ASPIN/Mohave Members purchase, Mohave Members are insured to receive the most competitive pricing in Arizona for any segment of food service. Service area covers the State of Arizona. As the contract vendor for the ASPIN Food and Related Supplies Contract, we service all markets including large metropolitan zones of Phoenix and Tucson and the remote rural areas of Arizona. Shamrock Foods is a family owned company that began in Tucson, Arizona in 1922. Shamrock's commitment to the goal of customer satisfaction is: to deliver the right products, at the right price, at the right time.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at mike@mesc.org or phone 928-718-3204.

benefitsRemoveHTML Shamrock Foods is a broad line Food



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2656 - Third Amendment to Intergovernmental Agreement with the City of El Mirage for Police and Fire Dispatch Services and Administration

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Police Department is requesting approval of Resolution No. 2656 approving the Third Amendment to the Intergovernmental Agreement between the City of Tolleson and the City of El Mirage for Police and Fire Dispatch Services and Administration.

BACKGROUND:

On April 18, 2023, the City of Tolleson and the City of El Mirage entered into an Intergovernmental Agreement for the provision of police and fire dispatch services and administration. The Agreement has subsequently been amended to address annual operational needs and continues to automatically renew each year for a period not to exceed ten years. The Third Amendment updates the annual fee for dispatch services for Fiscal Year 2026–2027 and provides for a radio console upgrade to support dispatch operations.

DISCUSSION:

Pursuant to the terms of the Agreement, the parties met to establish the annual cost adjustment for Fiscal Year 2026–2027. The Third Amendment establishes an annual fee of \$1,487,800, payable by the City of El Mirage in quarterly installments beginning July 1, 2026. In addition, the Amendment provides for a one-time payment of \$112,000 from the City of El Mirage to the City of Tolleson for the upgrade of El Mirage's radio console. All remaining terms and conditions of the Agreement remain unchanged and in full force and effect.

BUDGET IMPACT:

The City of El Mirage will pay the City of Tolleson an annual fee of \$1,487,800 for dispatch services during Fiscal Year 2026–2027 and a one-time payment of \$112,000 for the radio console upgrade. These revenues support the City's provision of dispatch services under the Intergovernmental Agreement.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2656 approving the Third Amendment to the Intergovernmental Agreement between the City of Tolleson and the City of El Mirage for Police and Fire Dispatch Services and Administration and authorizing the City Manager to execute the Third Amendment.

ATTACHMENTS:

1. Res 2656 Third Amendment to City of El Mirage IGA for Police and Fire Dispatch Services and Administration 07 14 26

RESOLUTION NO. 2656

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE CITY OF EL MIRAGE, ARIZONA, FOR POLICE AND FIRE DISPATCH SERVICES AND ADMINISTRATION, RELATED TO THE ANNUAL COST ADJUSTMENT AND RADIO CONSOLE UPGRADE.

WHEREAS, pursuant to A.R.S. § 11-951 *et seq.*, public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, the City of Tolleson and the City of El Mirage, Arizona, ("Parties") entered into an Intergovernmental Agreement on April 18, 2023, and amended by Amendment No. 1 dated July 1, 2024, and Amendment No. 2 dated November 17, 2025 (the "IGA"); and

WHEREAS, the Parties desire to amend the Agreement to provide for the annual cost adjustment and the upgrade of El Mirage's radio console.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

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

Section 2. The Third Amendment to the Intergovernmental Agreement between the City of Tolleson and the City of El Mirage, Arizona, as attached hereto as Exhibit A and incorporated by reference, is approved.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Third Amendment to the Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of July, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2656

[Third Amendment to Intergovernmental Agreement]

See following pages.

**AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF EL MIRAGE AND THE CITY OF TOLLESON
FOR POLICE AND FIRE DISPATCH SERVICES AND ADMINISTRATION**

THIS AMENDMENT NO. 3 between the City of El Mirage, an Arizona municipal corporation, (“El Mirage”), and the City of Tolleson, an Arizona municipal corporation, (“Tolleson”), is hereby entered into and shall be effective on the last signature date set forth below. El Mirage and Tolleson are jointly referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Parties entered into an Intergovernmental Agreement dated April 18, 2023, and amended by Amendment No. 1 dated July 1, 2024 and Amendment No. 2 dated November 17 2025, (collectively, the “Agreement”) for police and fire dispatch services and administration; and

WHEREAS, the terms of the Agreement set forth that said Agreement will automatically renew annually for a period not to exceed ten (10) years; and

WHEREAS, the Parties have met in accordance with Section 5.1 of the Agreement and agreed on an updated annual fee for the fiscal year FY2026-2027 (July 1, 2026 – June 30, 2027) and have also agreed that El Mirage will pay Tolleson \$112,000 for a Radio Console upgrade.

AGREEMENTS

The Recitals are accurate and are incorporated and made a part of the Agreement by this reference.

The Parties agree to an annual cost adjustment and that El Mirage shall pay Tolleson an annual fee of \$1,487,800 for FY2026/2027 in quarterly increments beginning July 1, 2026, and have also agreed that El Mirage will pay Tolleson \$112,000 for a Radio Console upgrade.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“El Mirage”

CITY OF EL MIRAGE,
an Arizona municipal corporation

J. Crystal Dyches, City Manager

DATE

ATTEST:

Jill Boltz, City Clerk

APPROVED AS TO FORM:

Jon Paladini
Pierce Coleman PLLC*
City Attorney

“Tolleson”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC*
City Attorney

*The City of Tolleson and City of El Mirage are both represented by Pierce Coleman PLLC, and have waived any potential conflict associated with the representation of both entities as it pertains to this Amendment.



CITY COUNCIL REPORT

SUBJECT: Third Amendment to Cooperative Purchasing Agreement – Capital Pump & Equipment, LLC

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of the Third Amendment to the Cooperative Purchasing Agreement with Capital Pump & Equipment, LLC, for the purchase of maintenance, repair and operation (MRO) equipment, supplies, materials, and services.

BACKGROUND:

On May 8, 2025, the City entered into a Cooperative Purchasing Agreement with Capital Pump & Equipment, LLC, utilizing the ESC Region 19 Allied States Cooperative Contract for maintenance, repair and operation (MRO) equipment, supplies, materials, and services. The Agreement has been amended to address the operational needs of the Utilities Department.

The Third Amendment increases the annual aggregate compensation available under the Agreement from \$300,000 to \$350,000 per fiscal year and extends the term of the Agreement through April 30, 2027.

DISCUSSION:

Capital Pump & Equipment, LLC, provides equipment, parts, materials, and related services necessary to maintain and repair the City's water and wastewater infrastructure. The increased funding will provide sufficient purchasing capacity to support ongoing maintenance activities and operational needs while allowing the City to continue utilizing competitively procured cooperative purchasing contracts.

The Third Amendment does not modify the scope of services provided under the Agreement. All other terms and conditions of the Agreement remain unchanged.

BUDGET IMPACT:

The Third Amendment increases the annual aggregate contract amount from \$300,000 to \$350,000.

RECOMMENDATION:

Staff recommends approval of the Third Amendment to the Cooperative Purchasing Agreement with Capital Pump & Equipment, LLC, and authorization for the City Manager to execute and deliver the Amendment.

ATTACHMENTS:

1. 07 14 26 UT - Third Amendment to Capital Pump and Equipment CPA - End Date 04 30 27

**AMENDMENT NO. 3 TO THE COOPERATIVE PROCUREMENT AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
CAPITAL PUMP & EQUIPMENT, LLC**

THIS AMENDMENT NUMBER 3 TO THE COOPERATIVE PROCUREMENT AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and Capital Pump & Equipment, LLC, an Arizona limited liability company (the "Contractor"), (collectively, the "parties"), is hereby entered into and shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement on May 8, 2025 (the "Agreement"), based upon ESC Region 19 Allied States Cooperative, as amended, (collectively, the "Cooperative Contract") for Maintenance, Repair and Operation (MRO) Equipment, Supplies, Materials and Services ("Equipment and Services"). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City has determined that additional Equipment and Services are necessary and desires to increase the compensation paid to Contractor.

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 Contractor hereby agree as follows:

1. The parties agree to amend Paragraph 3 Compensation of the Agreement, as follows:

3. Compensation. The City's payments to the Contractor (if any) shall not exceed an aggregate amount of ~~\$300,000.00~~, **\$350,000.00** for each fiscal year, July 1st through June 30th, for the Equipment and Services at payment rates that shall be agreed upon by the parties.

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

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

4. Conflict of Interest. This Amendment and the Agreement may be canceled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

CAPITAL PUMP & EQUIPMENT, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

Date



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2658 - School Resource Officer Intergovernmental Agreement with Tolleson Elementary School District

MEETING DATE: July 14, 2026

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Police Department is requesting the adoption of Resolution No. 2658 approving an Intergovernmental Agreement (IGA) between the City of Tolleson and the Tolleson Elementary School District for School Resource Officer Services for the 2026-2027 school year.

BACKGROUND:

The City of Tolleson and the Tolleson Elementary School District have maintained a longstanding partnership to provide School Resource Officer (SRO) services that promote safe and secure learning environments for students, staff, and visitors. Under the proposed Intergovernmental Agreement, the City will assign one full-time School Resource Officer to serve Arizona Desert Elementary School and Porfirio H. Gonzales Elementary School during the 2026-2027 school year.

Although the District was not awarded an Arizona Department of Education School Safety Grant as of the effective date of the Agreement, it intends to continue pursuing grant funding. The Agreement allows the City to continue providing School Resource Officer services while establishing reimbursement to the City if grant funding is awarded during the term of the Agreement.

The Agreement will remain in effect through May 27, 2027, unless terminated earlier in accordance with its terms.

DISCUSSION:

School Resource Officers play an important role in fostering positive relationships between law enforcement, students, faculty, and the community while helping maintain safe educational environments. In addition to providing law enforcement services, the assigned officer will serve as a resource to school administrators, students, and parents, provide law-related education, participate in campus safety initiatives, and assist in the prevention and response to criminal activity and emergencies.

The adoption of Resolution No. 2658 will approve the Intergovernmental Agreement and authorize the City Manager to execute and deliver said Agreement, allowing the City and the Tolleson Elementary School District to continue their collaborative efforts to enhance campus safety throughout the 2026-2027 school year.

BUDGET IMPACT:

If the Tolleson Elementary School District is awarded School Safety Grant funding during the term of the Agreement, the City will be reimbursed \$153,561.20 for the cost of providing one School Resource Officer for the 2026-2027 school year. If grant funding is not awarded, the City will continue to provide the assigned officer in accordance with the terms of the Agreement.

RECOMMENDATION:

Staff recommends the adoption of Resolution No. 2658 approving an Intergovernmental Agreement between the City of Tolleson and the Tolleson Elementary School District for School Resource Officer Services for the 2026-2027 school year and authorizing the City Manager to execute and deliver said Agreement.

ATTACHMENTS:

1. Res 2658 TESD IGA for School Resource Officer (SRO) Services - 10 months 26-27 School Year 07 14 26

RESOLUTION NO. 2658

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE TOLLESON ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE 2026-2027 SCHOOL YEAR; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER SAID AGREEMENT.

WHEREAS, the City of Tolleson ("City") is authorized pursuant to Arizona Revised Statutes § 11-952 to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Tolleson Elementary School District ("District") desires to continue its partnership with the City for the assignment of a School Resource Officer ("SRO") to serve Arizona Desert Elementary School and Porfirio H. Gonzales Elementary School during the 2026-2027 school year; and

WHEREAS, the Agreement provides for the assignment of one full-time School Resource Officer for a ten-month term ending May 27, 2027; and

WHEREAS, the District was not awarded an Arizona Department of Education School Safety Grant as of the Effective Date of the Agreement but intends to continue applying for grant funding, and the Agreement provides that the District shall reimburse the City in the amount of \$153,561.20 if such grant funding is awarded; and

WHEREAS, the Mayor and Council find that approval of the Intergovernmental Agreement promotes the health, safety, and welfare of the residents of the City and supports a safe learning environment for students within the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

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

Section 2. The Intergovernmental Agreement between the City and the Tolleson Elementary School District relating to School Resource Officer services for the 2026-2027 school year is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of July, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2658

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF TOLLESON AND
TOLLESON ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES**

This Intergovernmental Agreement ("Agreement") is entered into as of the last date of execution (signing), (the "Effective Date"), by and between the City of Tolleson, a municipal corporation duly organized and existing under the laws of the State of Arizona, through its Police Department ("City"), and Tolleson Elementary School District, a political subdivision of the State of Arizona ("District"). City and the District are referred to together as Parties.

RECITALS

WHEREAS, Arizona Revised Statutes (A.R.S.) §15-154 establishes the School Safety Program within the Arizona Department of Education to support, promote, and enhance safe and effective learning environments for all students by supporting the costs of placing school resources officers on school campuses; and

WHEREAS, the District advises that it was not awarded a School Safety Grant as of the Effective Date of this Agreement but continues to apply for said Grant funding, and desires the City to assign a police officer to the District to provide certain services as a School Resource Officer ("SRO"), or to assist in the development and implementation of a school safety program and a law-related education program (referred to collectively as the "School Safety Program"), or both, and the City is willing to assign a police officer to the District for such purposes under the terms and conditions of this Agreement for the 2026-2027 school year (the "School Year"); and

WHEREAS, the District is authorized by A.R.S. § 15-342(13) and A.R.S. § 11-952, and the City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952 and the approval of its City Council.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 parties agree as follows:

1. Assignment

- A. The City shall assign an officer to the District prior to the commencement of the school year for a 10-month assignment as a School Resource Officer (SRO) shared by the Arizona Desert Elementary and Porfirio H. Gonzales Elementary school sites ("Schools") pursuant to the School Safety Program grant from the Arizona Department of Education.
- B. The City agrees to involve the District, including Arizona Desert Elementary and Porfirio H. Gonzales Elementary personnel, in the selection process for assigning an officer to the SRO position. The City agrees that it will select an officer for the SRO position who demonstrates a commitment to the goals of the District. City and any SRO candidate shall be provided with a copy of District's School Safety Program grant application and award.

2. Term. This Agreement shall commence on the Effective Date and shall continue until May 27, 2027, unless otherwise terminated in accordance with this Agreement.

3. Relationship of Parties.

- A. The City shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement. The officers, officials, employees, agents and contractors of one party shall not be deemed the officers, officials, employees, agents and contractors of the other party except as provided in Section 13(J) of this Agreement.
- B. The SRO assigned to the District shall be considered an employee of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for police officers of the Tolleson Police Department ("TPD"), including attendance at all mandated training and testing to maintain state peace officer certification. The assigned SROs shall fulfill their duties as law enforcement officers for the State of Arizona as certified by Arizona Police Officers Standards and Training Bureau ("AZ POST"). The District shall not interfere with the assigned SROs' duties as sworn law enforcement officers.
- C. The City, and not the District, shall determine the time of its performance of the SRO services pursuant to this Agreement, so long as it complies with the scope of work set forth in Sections 5 and 6 of this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and no rights under City civil service, retirement, or personnel

rules accrue to any such person. The District does not have the authority to supervise or control the actual work of the City, its employees, or its subcontractors.

- D. The City understands the District is responsible for the safety of students on campus during the school day. The District shall immediately provide to the City any information it receives indicating that any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, which does not include lawful law enforcement activities. The parties agree that the District cannot request temporary or permanent removal of an SRO without written factual support of any conduct, incident or circumstance that indicates the SRO acted in a manner that is unprofessional, illegal or immoral. Any such request shall be immediately provided in writing to the City's Representative. The parties agree to address any request for removal of an SRO as follows:
 - i. If the District makes a written request to remove an SRO with factual support, the City's Representative shall evaluate the information and meet with the District's Representative or provide a written response to the District's Representative within three (3) business days. If, in the City's discretion, any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with statutes and City ordinances, policies and procedures to allow the City and/or the District to investigate the allegations.
 - ii. If the District's Representative fails to provide a written request to the City's Representative or makes a written request without providing factual support for removal of the SRO, the City is not required to respond to the District and the request is void.
- E. If the City receives information from any credible source indicating any police officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officer's ability to safely and/or professionally perform duties for the District, the City will immediately provide such information, as allowed by law, to the District.
- F. If any alleged unprofessional, illegal, or immoral conduct might affect the police officer's ability to safely and/or professionally perform duties for the District, the City will immediately remove the officer from the District and reassign the officer in accordance with City policies and procedures to allow the City and/or the District to investigate the allegations. The City agrees to assign a replacement

officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been previously removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

- G. The City shall be responsible for the police officer's compensation on days schools are in session and the officer is not at the officer's assigned school unless the officer's absence is due to attendance at an off campus activity at the school's request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the City and the District.
- H. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

4. Costs and Payment.

- A. If the District is awarded a School Safety Grant, it shall reimburse the City for the total cost of the officer assigned to the District in the amount of \$153,561.20 for a 10-month assignment in the 2026-2027 fiscal year. (See Exhibit A, School Resource Officer Cost Sheet, incorporated herein by reference). Within thirty (30) days of the District's receipt of School Safety Grant funds, the District shall pay the City all amounts past due from the start of the school year based on ten (10) monthly increments. By way of example, if the District is awarded a School Safety Grant three months after the start of the school year, the District shall pay the City 30% of the cost with the remainder due and payable in ten percent (10%) increments on the first (1st) day of each month thereafter until the end of the school year.
- B. The SRO must seek approval from the appropriate TPD supervisor before working overtime on SRO-criminal related incidents (i.e., those matters pertaining to the school, students, or employees). The City shall pay one hundred percent (100%) of any SRO overtime that results from these incidents. The District shall pay one hundred percent (100%) of any SRO related expense for extracurricular school activities outside of the normal SRO job function (i.e., sporting events, dances, or other school functions). These expenses must be approved by the Principal, or the Principal's designee prior to the activity. The SRO and City shall make every reasonable effort to ensure that the SRO does not incur overtime costs in any given week.
- C. The SRO(s) performing SRO Services shall fulfill their duties as sworn law

enforcement officers for the State of Arizona. Absent an emergency, the SRO shall not be called away from the District. The City shall be responsible for paying any and all SRO costs attributable to the City and non-school police business, including but not limited to City-mandated trainings, City-mandated meetings, non-school emergencies, investigations and other matters. District shall reimburse the City for SRO costs attributable to SRO-related training and other activity(ies) mandated by the School Safety Program Grant.

- D. Each party will establish and maintain a budget according to its established rules and regulations.

5. School Resource Officer's (SRO's) Responsibilities and Goals.

- A. The SRO shall have the following responsibilities:
 - i. Establish and maintain a professional, cooperative and productive working relationship with school officials, and serve as a liaison between the schools and TPD.
 - ii. Provide appropriate police and enforcement services at the schools in a fair and consistent manner.
 - iii. Educate students, parents, and school personnel by providing relevant and informative educational programs.
 - iv. Work cooperatively with school administrators and parents to identify students exhibiting high truancy rates.
 - v. Contact a parent or guardian of each truant student to advise him or her of the incident and determine the parent's or guardian's awareness of the situation.
 - vi. Take appropriate steps, including investigation, enforcement, and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use or any other crime.
 - vii. Prepare and maintain Daily Logs and/or police related reports as required by the operational needs of TPD.
- B. An SRO shall use good faith efforts to achieve the following goals:

- i. Work cooperatively with District school administrators to establish an effective administrative review of truancy and abuse incidents, with the objective of reducing truancy and abuse rates.
- ii. Refer juveniles or their families, or both, to appropriate social service agencies for assistance when a need is determined.
- iii. Work cooperatively with District school administrators and faculty members in:
 - (a) recognizing signs of abused or neglected children; and
 - (b) the mandatory requirements for reporting abuse or neglect.
- iv. Provide Law Related Education (LRE) on mutually agreed upon topics and number of hours based on the needs of the school and the Arizona Department of Education Grant requirements.
- v. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon the discovery of child abuse, drug use, or any other crime.
- vi. Upon award of the Grant by the District, the SRO will review and abide by, where appropriate and as described in the School Safety Guidance Manual attached as Exhibit B, the requirements of the Grant.

6. School Safety Program; Duties and Responsibilities.

- A. The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached hereto as Exhibit B and incorporated into this Agreement by this reference.
- B. Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.
- C. An officer assigned to the School Safety Program for a ten-month school year shall have the following duties:
 - i. Serve as a liaison with school administrators, staff, students and parents.
 - ii. Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom. School Safety Program officer may complete up to 180 hours of classroom law related education instruction per year as determined by the school

district /principal as outlined in Exhibit B.

- iii. Network with community agencies that may or do provide services to the school.
- iv. Act as a resource in the investigation of school related criminal activities.
- v. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- vi. Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- vii. Keep within TPD Guidelines when providing information requested by students, parents, and staff regarding law-related incidents.
- viii. Attend annual training provided by the Arizona Department of Education, with all related travel expenses to be paid by the District as required by the District and/or provided in the grant.
- ix. Maintain an activity log that tracks law-related education classroom instruction, law enforcement activity and any situations that takes the officer off his or her assigned campus.
- x. Collaborate with school personnel on school-wide safety strategies and participate as a member of the School Safety Assessment and Prevention Team.

7. Time and Place of Performance.

- A. The City will ensure that the police officer assigned to the District as an SRO will be available for duty at their assigned schools for a total of forty (40) hours each week that school is in session during the term of this Agreement. The parties agree that the officer assigned to the School Safety Program will serve a 10-month, full-time, 40-hour a week assignment as specified by the District and/or the grant application. The assigned officers will wear uniforms as authorized by the applicable TPD Operation Orders.
- B. The officers' activities will be restricted to their assigned school grounds except for:
 - i. Follow-up home visits when needed as a result of school-related problems.

- ii. Incentive programs approved in writing between the TPD Supervisor and the school Principals, or their designees.
 - iii. In response to off campus, but school-related, criminal activity.
 - iv. Attendance at off-campus events or meetings at the school's request.
 - v. Attendance at training, including those required to maintain continuing proficiency standards and police officer certifications.
 - vi. In response to emergency police activities.
 - vii. As directed by any TPD Supervisor.
- C. During days that schools are not in session, the police officer assigned as SRO shall perform their regular duties at a duty station as determined by the TPD.

8. District Responsibilities.

- A. The District shall reimburse the City monthly for the services the City provides pursuant to its obligations in this Agreement.
- B. The District shall complete an SRO performance assessment twice during the school year. The SRO shall assist the District with the preparation of the assessment based on the requirements of the Arizona Department of Education and the District. The District will share the performance assessment with the Police Chief.
- C. The District shall provide the SRO with a written or electronic copy of the School Safety Program grant application and award prior to the SRO beginning service.
- D. No District or school administrator shall interfere with the sworn law enforcement duties of a TPD officer.
- E. The District will provide the police officer with an office at each of the schools that is visible and accessible to students, parents, and staff and provides privacy for the SRO to conduct confidential business. District will also provide such equipment and office supplies as is necessary for performance of the officer's duties, including a desk, chair, telephone, computer and e-mail linkages, and filing space capable of being secured.

- 9. Status Meetings.** By mutual agreement, the parties shall meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and

conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the Parties.

10. Termination; Cancellation.

- A. Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party at the addresses indicated in Section 13(B) without penalty or recourse. If the District is awarded the School Safety Grant, the City shall be entitled to receive payment for work in progress or work completed before the effective date of termination.
- B. Termination for Cause. In addition to the rights reserved in this Agreement, if either party fails to comply with any term or condition of this Agreement and such party fails to cure its nonperformance within fourteen (14) days after written notice of nonperformance is given by the non-defaulting party to the address in Section 13(B), such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within fourteen (14) days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed thirty (30) days. In the event of such termination for cause, payment shall be made by the District to the City for the undisputed portion of its payment due as of the termination date.
- C. Termination for Non-Payment.
 - i. If the District fails to make payment to the City within thirty (30) days of the due date as required by this Agreement, the City may immediately terminate this Agreement by delivering a written notice to the District.
 - ii. The City may terminate the Agreement upon written notice to the District if at any time sufficient appropriations and authorization for participation in the Agreement are not approved, or have been revoked, by the City Council. The District shall accept the City's determination about sufficient appropriations and authorization, which shall be final.

- iii. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement, the District may immediately terminate this Agreement without further duty or obligation. The District agrees to give the City notice as soon as reasonably possible after the unavailability of funds comes to the District's attention.
- D. As otherwise provided in Section 11.
- E. Cancellation Due to Conflict of Interest. The City and the District acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

11. Dispute Resolution Process.

- A. Administrative Review to Resolve Disputes. The Parties agree that they shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If a Party's Representative makes a written request to the other Party's Representative to resolve a dispute, the Parties' Representatives must meet within three (3) business days (by phone, virtually or in person). The Parties' Representatives will attempt to resolve the matter in good faith. If the matter is not resolved following this meeting, either party may terminate this Agreement by delivering ten (10) days written notice to the other Party's representative. The Parties agree that the other Party has no obligation to address any dispute or claim if there is no written request under this subsection for a meeting to resolve a dispute.
- B. Arbitration. After exhausting applicable administrative review under this section and prior to proceeding to litigation in any forum, the parties agree that they will submit all disputes arising out of or relating to this Agreement to arbitration pursuant to A.R.S. §§ 12-133 and 12-1518 and Maricopa County Superior Court Local Rules.
- C. Attorney Representation. The City and the District may have their legal counsel attend any meeting involving a dispute between the parties. A Party's Representative shall provide written notice to the other Party's Representative that legal counsel will be present at the meeting.
- D. Channels of Communication; Designees.

- i. The Parties' Representatives are the only authorized individuals who can communicate with each other about any matter subject to dispute resolution to maintain complete records and prevent circumvention of official channels of communication. The parties designate the following representatives:

City of Tolleson: Chief Rudy Mendoza, (623) 936-2742, rudymendoza@tolleson.az.gov

Tolleson Elementary School District: Superintendent Gisselle Herrera, (623) 533-3904, gherrera@tesd17.org

- ii. The Parties' may change their representatives by providing twenty-four (24) hours written notice to the other party of the new representative (or if temporary, specifying the length of time the temporary representative is the primary point of contact). If a Party Representative fails to notify the other Party Representative of the appointment of a new representative, any communication provided by an individual who is not the official party representative is deemed as unauthorized, and the receiving party may not rely on such communications and has no obligation to respond.

- E. Dispute. For purposes of this Agreement, a dispute occurs when the parties disagree over the terms, performance or interpretation of this Agreement.

12. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement; however, upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

13. General Terms.

- A. **Entire Agreement; Modification; No Waiver.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- B. **Notices.** Except as provided in Section 11, formal notices, demands and communication between the City and the District shall be deemed sufficiently given if hand delivered or dispatched by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CITY:

City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353
Attn: Crystal Zamora, City Clerk

WITH COPY TO:

Pierce Coleman PLLC
17851 North 85th Street, Suite 175
Scottsdale, Arizona 85255
Attn: Justin S. Pierce, City Attorney

DISTRICT:

Tolleson Elementary School District
9261 West Van Buren Street
Tolleson, Arizona 85353
Attn: Gisselle Herrera, Superintendent

- C. **Fingerprinting and Background Check.** The City represents and warrants that it will ensure that any officer assigned to perform services on District property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the City before such assignment.
- D. **Legal Worker Requirements.** The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- E. **Resolution of Disputes.** In the event a dispute for any reason arises, the parties shall use all reasonable efforts to resolve the dispute through good faith negotiations. The parties shall meet and discuss any dispute within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws.
- F. **Non-appropriation.** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or

by that party. Should either party fail to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds comes to the party's attention.

- G. **Compliance with Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, and local governments whether or not specifically referenced in this Agreement.
- H. **Indemnification.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party and its officers, officials, employees and agents (collectively as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If any Claim by a third party becomes subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of litigation expenses and damages.
- I. **Insurance.** The City represents and warrants that it maintains insurance coverage for the city, its officers, officials, employee and agents and for the SRO under the City's coverage agreement with the Arizona Municipal Risk Retention Pool, and the District represents and warrants that it maintains insurance coverage for the District's coverage agreement with the Arizona School Risk Retention Trust. The parties agree to maintain such coverage for the Term. If a party wishes to terminate the party's coverage under the respective risk retention pool or trust, as a precondition to such termination, the terminating party shall give the other party ninety (90) days prior written notice together with documentation demonstrating satisfactory coverage subject to the reasonable approval of the non-terminating party.
- J. **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work

under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

- K. **FERPA Compliance.** Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
- L. **Non-Discrimination.** The Parties agree to comply with all state and federal law and regulations, including the Americans with Disabilities Act and Executive Orders 99-4, 2009-09 and 2023-01, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of age, religion, sex, race, national origin, or political affiliation shall have equal access to employment opportunity.
- M. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- N. **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County.
- O. **Records.** Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.
- P. **No Israel Boycott.** By entering into this Agreement, the parties certify that neither is currently engaged in, and the parties further agree that for the duration of this Agreement to not engage in a boycott of Israel.
- Q. **Severability and Savings.** If any covenant, condition, term or provision of this Agreement is held to be illegal, or if the application thereof to any person or in any circumstances shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, term and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date and year set forth below.

CITY OF TOLLESON, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Crystal Zamora, City Clerk

TOLLESON ELEMENTARY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

This Agreement is in proper legal form and is within the powers and authority granted under the laws of this state to those parties represented by the undersigned legal counsel.

Attorney for City

Attorney for District

EXHIBIT A

School Resource Officer Cost Sheet

City of Tolleson
Wages & ERE's for SRO
From 07/01/2026-06/30/2027

Description	Estimate		Grant Pay periods	Rate	CALCULATION
	FY27	FY27 10 Month			
Wages - Full Time	118,809.60	100,531.20	22		FY26
FICA Tax	6,900.00	5,800.00	22	6.2%	
Pub Safety Retirement - Police	18,050.00	15,300.00	22	15.19%	PSPRS Tier1A
Long Term Disability	450.00	355.00	10	35.13	Monthly
Health Insurance	28,300.00	25,925.00	22	1,177.68	Biweekly
FSA Med Management Fee	60.00	50.00	10	4.90	Monthly
Dental Insurance	1,900.00	1,725.00	22	77.88	Dental High - Biweekly
Life Insurance	85.00	70.00	10	6.93	Monthly
AD&D	50.00	45.00	10	4.20	Monthly
Vision Insurance	125.00	115.00	22	5.13	Biweekly
Medicare Tax	1,600.00	1,375.00	22	1.45%	
Short Term Disability	260.00	220.00	10	21.58	Monthly
ER Deferred Comp	2,400.00	2,015.00	22	2%	
EAP	40.00	35.00	12	3.14	Monthly
Total	179,029.60	153,561.20			

EXHIBIT B

School Safety Program Guidance Manual

SCHOOL SAFETY PROGRAM MANUAL
SCHOOL RESOURCE OFFICER/SCHOOL SAFETY OFFICER AND JUVENILE
PROBATION OFFICER

REVISED JULY 2025



The Arizona Department of Education (ADE) is pleased to provide the *School Safety Program SRO/JPO Manual*. The manual is intended for use by all those involved in the program. This manual is intended to provide information on the intent of the grant, the responsibilities of all parties, requirements for grant compliance, assistance with administrative issues, and the elements of an effective School Safety Program.

For clarification on issues or to provide feedback on the content, contact the School Safety Program at SchoolSafetySocialWellness@azed.gov. The manual is a living document that will go through changes as needed to meet the needs of the program. The ADE will continue to revise the manual as needed; therefore, comments from those using the manual are appreciated.

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SECTION 1: INTRODUCTION TO THE SCHOOL SAFETY PROGRAM

The School Safety Program is governed by Arizona Revised Statute (ARS) 15-154. Key sections of the statute are included below.

ARS 15-154

The school safety program is established within the department of education to support, promote and enhance safe and effective learning environments for all students by supporting the costs of placing school counselors, school social workers, school resource officers, school safety officers, and juvenile probation officers on school campuses. A school district or charter school may apply to participate in the school safety program as provided in this section for up to three fiscal years by submitting by April 15 a program proposal to the department of education. A school district or charter school that receives approval for a three-year program under this subsection may annually submit a modified spending plan for its approved program.

Program Proposals

A program proposal submitted by a school district or charter school for supporting the costs of placing school resource officers, school safety officers, or juvenile probation officers, or both, on a school campus shall contain:

1. A detailed description of the school safety needs of the charter school or school district.
2. A plan for implementing a law-related education program or a plan that demonstrates the existence of a law-related education program as a school safety prevention strategy.
3. A plan to use trained school resource officers, school safety officers, or juvenile probation officers in the school, or both.
4. If the school district or charter school has already participated in the school safety program, information on the success, compliance and implementation of the most recent grant.

Program Evaluation

The Department of Education shall evaluate the effectiveness of all the approved program proposals and report on the activities of the program and the participants to the president of the senate, the speaker of the house of representatives and the governor on or before November 1 of each year.

Definitions

"Law-related education" means interactive education to equip children and youth with knowledge and skills pertaining to the law, school safety and effective citizenship.

"Law-related education program" means a program designed to provide children and youth with knowledge, skills and activities pertaining to the law and legal process and to promote law-abiding behavior with the purpose of preventing children and youth from engaging in delinquency or violence and enabling them to become productive citizens.

"School resource officer" means any of the following:

(a) A peace officer. or (b) A full-authority reserve peace officer who is certified by the Arizona peace officer standards and training board. (c) an individual who was previously employed as a peace officer in this state, who retired in good standing and who is assigned to participate in the school safety program by a law enforcement agency pursuant to section 15-155.

"School safety officer" means a school resource officer who is working in an off-duty capacity.

"Juvenile probation officer" means a probation officer that is a sworn officer of the court appointed to work with delinquent or incorrigible juveniles. Juvenile probation officers perform other duties as required or prescribed by the presiding judge of the juvenile court and have the authority of a peace officer in the performance of the court officer's duties.

SECTION 2: APPLYING FOR THE SCHOOL SAFETY PROGRAM

The School Safety Program is a competitive grant that operates in three-year cycles. Each funding year begins on July 1st and ends on June 30th.

Eligibility

The authorizing statute for the School Safety Program, ARS 15-154, allows Arizona school districts or charter schools to apply to participate in the School Safety Program for up to three fiscal years through a competitive application process. Public schools interested in applying for this three-year grant must go through their district/charter holder.

Application Process

Applications are submitted for a three-year cycle through the ADE's on-line grants management enterprise. The application due date, established in ARS 15-154, is April 15th each year. Late applications are not accepted.

Award Process

The ADE, subject to review and approval of the State Board of Education, distributes monies to the school districts and charters that are in compliance with program requirements and whose plans have been approved by the State Board of Education.

Appeal Procedure

Who May File an Appeal: A school/district or charter denied award or renewal of their School Safety Program Grant.

Definition of an Appeal: A written request for an appeal committee to review a denied grant application. The request shall be signed and dated by the school site administrator and the district superintendent or charter holder. The request must state the nature of the appeal and include detailed factual support.

Request for Hearing: A notice of appeal or request for a hearing must be received by the ADE within 30 calendar days from the postmarked date of the grant denial letter. The request shall contain your school site, district, address, the action being appealed, a concise statement of the facts asserted and relief sought along with any supplemental documentation. In accordance with ADE policies and procedures for competitive discretionary grants, ARS 41-2701– 2704, and ARS 41- 2611, each application was reviewed and scored by three reviewers and the scores were averaged. Requests to dispute the score given by the review team, and requests to modify, reintroduce or expand upon original information provided in the application, cannot be considered. The request shall be sent by certified mail to:

Arizona Department of Education
Attention: Mike Kurtenbach, Associate Superintendent School Safety Division
1535 W. Jefferson Street Phoenix, Arizona 85007

Hearing Panel: Upon receipt of formal written request, ADE will schedule a hearing panel of ADE employees who are independent and impartial from the School Safety Program.

Schedule of Hearing: A hearing shall be scheduled within 30 days of receipt of formal written request. The requester shall be notified at least 10 business days prior to hearing date and location. The requester may submit written materials no later than five business days prior to the scheduled hearing date.

Hearing Process: At the hearing the requester may present the submitted written documentation. The panel may request additional supporting evidence and/or supportive documentation. If the requester or authorized representative fails to appear at the designated date, time, and location of the hearing, the appeal shall be considered closed and the process terminated.

Decision: The requester shall be notified of the final decision determined by the hearing panel via certified mail postmarked within 5 business days of hearing date.

SECTION 3: PROGRAM REQUIREMENTS

The following are the requirements of the School Safety Program. Noncompliance with program requirements could result in loss of current and/or future grant funding.

Intergovernmental Agreement (IGA)

For each site receiving funding under the School Safety Program, an Intergovernmental Agreement must be developed between your district/charter and the law enforcement agency/probation department. This essential document is an important step toward implementing a successful School Safety Program. The document shall be completed annually, within 30 days of when the officer begins work at the school. The agreement shall be kept on file at each funded site for review during a site visit conducted by the ADE.

ARS 15-154 requires that the IGA include a dispute resolution process between the district/charter and the law enforcement agency. A IGA Template with all required elements in the links located in Section 6.

The Intergovernmental Agreement: Developing the Partnership

The Intergovernmental Agreement (IGA) is a general term for a contract that is developed jointly and agreed upon by the district/charter, site administrator, and law enforcement or probation department. This written agreement outlines the purpose of the partnership and the fundamental responsibilities of each entity. The terms set forth in the IGA shall be in accordance with the established guidelines of the School Safety Program.

A.R.S. 11-952. Intergovernmental agreements and contracts

B. Any such contract or agreement shall specify the following:

1. Its duration.
2. Its purpose or purposes.
3. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for the undertaking.
4. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property on such partial or complete termination.
5. If a separate legal entity is formed pursuant to subsection A, the precise organization, composition, title and nature of the entity.
6. Any other necessary and proper matters.

C. No agreement made pursuant to this article shall relieve any public agency of any obligation or responsibility imposed on it by law.

D. Except as provided in subsection E, every agreement or contract involving any public agency or public procurement unit of this state made pursuant to this article, before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

E. A federal department or agency or public agency of another state that is a party to an agreement or contract made pursuant to this article is not required to submit the agreement or contract to the attorney for the department or agency unless required under federal law or the law of the other state.

F. Appropriate action by ordinance or resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies approving or extending the duration of the agreement or contract shall be necessary before any such agreement, contract or extension may be filed or become effective.

G. An agreement or contract may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement.

H. Payment for services under this section shall not be made unless pursuant to a fully approved written contract.

I. A person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty percent of such amount and legal interest from the date of payment.

J. Notwithstanding any other provision of law, public agencies may enter into a contract or agreement pursuant to this section with the superior court, justice courts and municipal courts for related services and facilities of such courts for a term not to exceed ten years, with the approval of such contract or agreement by the presiding judge of the superior court in the county in which the court or courts that provide the facilities or services are located.

In addition to A.R.S. 11-952, the IGA shall also contain a statement that:

- The SRO/JPO shall fulfill their duties as a sworn law enforcement officer for the State of Arizona.
- No district/charter/or site administrator shall interfere with the duties of the SRO/JPO as a sworn law enforcement officer.
- The district or charter and partnering law enforcement agency shall define a dispute resolution process.
- All entities shall accept the School Safety Program requirements contained in the SSP Manual.
- The roles and responsibilities of all entities shall be accepted as established by the School Safety Program requirements contained in SSP Manual.
- The district shall pay within 30 days of receipt of the invoice from the law enforcement or juvenile probation department.
- The district shall pay late fees as established between the district and law enforcement/probation department and denoted in the IGA. Late fees shall not be paid from School Safety Grant funds.
- The District will provide the police officer with an office at the officer's assigned school and resources to fulfill their duties (please see example IGA for a list of recommended resources)

The Hiring Process

Selecting the right officer is one of the most important aspects of making the School Safety Program successful. A minimum of a three-year assignment at the same school(s), in conjunction with the School Safety Program grant cycle, is recommended. The effectiveness and continuity of the officer significantly contributes to the quality of the program.

The selection process should identify officers who are best suited to the work as a school resource officer or juvenile probation officer. That officer should be committed to the goals of the School Safety Grant.

Because the School Safety Program is a partnership between the school and law enforcement/probation department, involving the school administration in the selection process is necessary. After the final candidates have been selected by the department/agency, a school administrator becomes a part of the selection. It is important that the school becomes involved because:

- The school administrator brings to the selection process the needs of the school.
- The school administrator brings to the selection process the type of personality that will work best in a specific school environment.
- The school administrator brings to the selection process insights into what is required to be effective in the school community.
- The correct applicant is more likely to be selected with the school's involvement.
- There is more of a buy-in from the school to successfully integrate the officer into the school community when they have been part of the selection process.
- The school administration brings to the selection process a critical understanding of the School Safety Program.

In situations when only one officer is available for the position, the school still should have the opportunity to review the candidate before the decision is made.

Candidates should meet the minimum qualifications recommended in this guidance to ensure an effective collaboration between the school, officer, and agency. Exceptions may occur. Under mitigating circumstances and with the ADE's grant manager's approval, the position may be filled through an alternative option.

When School is not in Session: Summer Break and Intersession

The School Safety Grant is awarded for a typical 10-month school year. The site administrator, officer, and police/probation department have the option of extending services for 12 months to include when school is not in session. This may include intersession and summer break. Applications should reflect a 10 month salary unless the 11 or 12 month salary is specifically referenced and supported on the application. To maintain the integrity of the program, teachers and students are present on campus during intersession or summer break.

Terms of an 11 or 12 month position shall be established on the application as well as the IGA.

Possible Officer Activities when School is not in Session:

- Plan school security improvements
- Prepare law-related education lessons
- Develop collaborations with community resources, identifying services offered that could benefit students
- Conduct school safety assessments
- Work with the school safety team to review and update the school safety plan, and conduct school wide exercises to test the plan
- Plan in-service training
- Collaborate with school administration to analyze criminal incident reports and disciplinary records to identify patterns and develop strategies to address problems
- Work with community-based and youth recreational and leadership development activities that compliment and reinforce the School Safety Program
- Attend training opportunities

District Administrator Requirements

The district administrator's support of the School Safety Program is vital to the program's success. The district administrator performs the following duties:

- Is responsible for all assurances listed in the grant application
- Supports and communicates the School Safety Program philosophy to all site staff.
- Develop an Intergovernmental Agreement between the school(s) and the police or juvenile probation department.
- Keeps contact information up to date in GME for themselves, Site Administrators, and Awarded Positions.
- Attends annual required training provided by the ADE School Safety Program.
- Tracks all individuals required training completion for the district.
- Completes all surveys and provides an annual evaluation of the School Safety Program.
- Develops and keeps open communication with local law enforcement.
- Provides communications from ADE to site-level participants as required

Agency Supervisor Requirements

The supervisor's support of the School Safety Program is vital to the success of the program. The supervisor performs the following duties:

General:

- Provides written information on the philosophy and operation of the School Safety Program to appropriate supervisory/management personnel.
- Attends required training provided by the ADE.
- Conducts on-going visits to sites.
- Attempts to observe established School Safety Programs.

Collaborates with the Site Administrator:

- Formally meets with the site administrator at least once per semester.
- Accepts officer assessment forms completed by the site administrator and meets to discuss successes and concerns.
- The agency supervisor and the site administrator are responsible for ensuring the officer is able to meet all grant requirements.

Works Closely with the Officer:

- Ensures officer continuity over the three year grant cycle, to the best of their ability.

- Ensures the SRO/JPO/SSO officer is able to meet all grant requirements.
- Motivates officers and provides positive reinforcement.
- The law enforcement agency should provide uniform and equipment to be able to fulfill their role as an SRO
- Ensures additional activities shall not overwhelm the officer, jeopardize their ability to meet the minimum requirements of this grant (e.g. excessive law enforcement/probation activity), or go against the intent of this program (e.g. disciplinarian, detention monitor, lunch duty, fill-in for teacher)

Assists with Documentation:

- Plays a key role in the development, review, and revision of the IGA.
- Ensures the officer keeps an activity log that tracks officer activities, LRE hours, and time on/off campus.
- Amends or supplements evaluation forms to include performance criteria specific to the school officer's role.

Site Administrator Requirements

(school principal, assistant principal, dean of students, or similar title)

The school principal/site administrator's support of the School Safety Program is vital to the program's success. The site administrator performs the following duties:

General:

- Supports and communicates the School Safety Program philosophy to all staff, students and parents on their campus.
- Understands and conforms to all program guidelines and requirements.
- Attends annual training provided by the ADE.
- Provides access to appropriate educational records and data to officers in accordance with FERPA.
- Provides for the annual evaluation of the School Safety Program.
- Understands that the site administrator, not the officer, is responsible for school discipline.

School Safety Program Team:

- Establishes a multidisciplinary SSPT that meets quarterly to conduct a school needs assessment, uses the needs assessment data on an on-going basis to determine the use of the officer is consistent with program requirements, coordinates prevention programming, and makes recommendations for continuous improvement of the program.
- Ensures the team utilizes needs assessment data to design clear and appropriate strategies and activities to support a successful School Safety Program to include:
 - Use of law enforcement or juvenile probation expertise and resources, including strategic placement of officers for intervention and prevention of potential crime.
 - Use of LRE instruction to students, staff, and the school community.

Question: Is the officer teaching LRE lessons that address the Priority Focus Areas that were identified by the needs assessment completed by the SSPT?

Continuous Improvement Plan

- Under the direction of the school administrator, each school is required to develop and utilize an operational plan that incorporates program requirements and illustrates their site-specific program design in a succinct and logical manner.

Work closely with the Officer

- Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
- Meets with the officer before the first day of duty to review the IGA, school operational procedures and specifics of the program on campus.
- Introduces the officer to staff and students and integrates the officer into the school community.
- Monitors the officer's activity logs to ensure progress is made toward achieving program requirements.
- Completes an officer performance assessment once per year and shares the information with the officer's supervisor including discussion of successes and concerns.

- Facilitates collaboration between officers and other school personnel on school-wide safety strategies such as staff training, emergency response planning, needs assessment, and prevention programming.
- Develops a collaborative relationship with the officer while allowing the officer to function independently. The officer serves as a resource to the students and staff.
- Ensures additional activities shall not overwhelm the officer, jeopardize their ability to meet the minimum requirements of this grant (e.g. excessive law enforcement/probation activity), or go against the intent of this program (e.g. disciplinarian, detention monitor, lunch duty, fill-in for teacher)

Law-Related Education

- Coordinates the integration of LRE into the classrooms and directs staff development of teachers and officers involved in the delivery of LRE
- Ensures a teacher is present in the classroom at all times during LRE instruction.
- Ensures the teacher reviews the LRE lesson to adjust and implement for any accommodations or modifications required by IEPs.
- Provides time at regular staff meetings and training for the officer to deliver LRE instruction relevant to school-wide prevention safety related updates.
- **30 hours of LRE per semester is recommended**

Collaborates with the Law Enforcement or Juvenile Probation Partners

- Ensures a successful partnership with law enforcement or juvenile probation partners through ongoing proactive and positive communication.
- Formally meets with the officer's supervisor at least once per semester.
- Participates in the selection process of their officer.
- The site administrator and the agency supervisor are responsible for ensuring the officer is able to meet all grant requirements.

Officer Performance Assessment

The site administrator is required to complete an officer performance assessment once a year. The assessment must be shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the grant and effectively carrying out their duties. *It is not meant to supplant the official evaluation process used by the officer's department or agency.* It is at the discretion of the law enforcement agency or probation department to include the school's evaluation in the officer's official folder. Only officers who have performed in a satisfactory manner should be considered for further service in the School Safety Program.

Recommended factors to consider are as follows:

- Does the officer have a clear sense of his/her role?
- Does the officer understand the operational policies and procedures of the school necessary to perform effectively in the position?
- Has the officer attended or is scheduled to take a law-related education class in the current year?
- How does the officer relate to staff, students, and parents?
- Does the officer work well independently?
- Has the officer attempted to meet the requirements of the grant?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

Informal evaluations that provide the officer and supervisor with feedback regarding the officer's performance should occur frequently.

If a problem occurs, it should first be addressed at the site level between the officer and administration. If a resolution is not reached, the grievance should then move through the process as established by the officer's department and school's policy. The problem should attempt to be resolved at a level nearest the school as possible.

School Safety Program Team (SSPT)

Awarded schools are required to establish a School Safety Program Team (SSPT). The purpose of this team is to create a [SSP Continuous Improvement Plan](#) by conducting a safety needs assessment and use the needs assessment data on an on-going basis to determine the use of the School Resource Officer or Juvenile Probation Officer consistent with program requirements, coordinate efforts of this program with other safety

and prevention programs and activities to achieve greater effectiveness, and make recommendations for continuous improvement of the program. A team may be formed specifically to meet this requirement, or an existing appropriate team may be utilized.

The team membership must consist of:

- School Principal or Assistant Principal
- School Resource Officer, Juvenile Probation Officer, or School Safety Officer
- School Psychologist, mental/behavioral health expert, or similar role (if available)
- School Counselor or School Social Worker (if applicable)
- Security Personnel (if applicable)
- Other members as needed as determined by the school principal

Other members recommended for inclusion on the team are:

- School Staff Representatives
 - Facilities personnel
 - Paraprofessionals
 - Teachers
 - Transportation
 - Etc
- Parent Representative
- Community Organization Representatives
 - Local Fire Dept & Police Dept
 - Mental/Behavioral Health

The team is required to meet at a minimum on a quarterly basis. For the purpose of the School Safety Program, quarterly is identified as three month intervals (July-September, October-December, January-March, and April-June). Monthly meetings are recommended. At each meeting the team should review needs assessment data and the operational plan, make appropriate revisions to the operational plan based on the needs assessment, discuss completed and upcoming activities and milestones, and identify the person(s) responsible for ensuring the activities are achieved.

Question: Is the SSPT reviewing the Continuous Improvement Plan at each of its quarterly meetings?

Continuous Improvement Plan

The site administrator, in collaboration with the school's SSPT, must develop and implement an [SSP Continuous Improvement Plan](#) that aligns with SSP program requirements and demonstrates their site-specific program design. The plan should be logically structured and actionable. This plan must include the following components:

1. Needs Assessment
 - Conduct a comprehensive needs assessment to identify available resources and current safety concerns at the school site
 - Determine top safety concerns, referred to as *Priority Focus Areas*, based on the needs assessment findings
2. Operational Plan
 - Develop a target plan to address each Priority Focus Area. This should include:
 - Specific strategies and interventions
 - How the officer will be specifically utilized
 - Methods for progress monitoring and evaluating effectiveness
 - Implementation of the plan ensuring all team members understand their roles and responsibilities
 - Ongoing review and adjustment of the plan by regularly reviewing progress monitoring data to assess the effectiveness of implemented strategies and make data-informed adjustments as appropriate to ensure continuous improvement

The [SSP Continuous Improvement Plan](#) is a living document. It should be actively used by the SSPT throughout the school year to guide program implementation and support ongoing improvement. Data collected through the plan will be used for reporting purposes to the Arizona Department of Education (ADE). Plans must be maintained in an organized and accessible format and made available upon request by ADE.

Officer Activity Log

To ensure consistent documentation and accountability, officers must use the [SSP Officer Activity Log](#) to record all of their activities. This log serves as a tool to verify alignment with the SSP standards and SSPT's Continuous Improvement Plan.

Officers shall complete the [SSP Officer Activity Log](#) daily. Use of the officer, time on campus, and entries must clearly reflect activities that align with SSP's three roles of an officer and the SSPT's Continuous Improvement Plan.

The site administrator and agency supervisor are responsible for supporting, overseeing, and reviewing the officer's activity log to ensure compliance with the requirements of the SSP Grant. Data collected through the activity logs will be used for reporting purposes to the Arizona Department of Education (ADE). Activity logs must be maintained in an organized and accessible format and made available upon request by ADE.

**Additional activities shall not overwhelm the officer, jeopardize their ability to meet the minimum requirements of this grant (e.g. excessive law enforcement/probation activity), or go against the intent of this program (e.g. disciplinarian, detention monitor, lunch duty, fill-in for teacher)*

Officer Time on Campus

When school is in session:

- An SRO is required to be on campus 80% of the time
- An SSO is required to be on campus 100% of the time
- A JPO is required to be on campus 90% of the time

Time off Campus is any time the officer is not on school grounds during their duty hours. Time off campus may consist of: mandatory SSP training, student home visits, off campus yet school related activities, briefings, supporting local police departments, and required training to maintain AZ Post License.

Officers **are required to use the [SSP Officer Activity Log](#)** to track activities and services they provide to their campuses. The activity log is required to be shared with the agency supervisor and the site administrator. The agency supervisor and site administrator must support, oversee, and review the officer activity log to ensure fulfillment of grant requirements. The data from the logs shall be used for reporting to ADE. The logs must be available upon ADE's request.

Office Space And Office Supplies

A clearly defined location should be established for the school resource officer to conduct confidential school and law enforcement business. It is recommended that the school resource officer's office/space and who will provide office supplies such as paper, a printer, computer, etc. be addressed and agreed upon in the IGA.

Officer Continuity

It is recommended that the officer, who is receiving proper supervision and favorable evaluations from law enforcement supervisors and school administration, remain in their position without rotation from their assignment to support established positive and trusting relationships. ADE recommends maintaining consistent officer assignments. It is recommended that the school resource officer who receives poor evaluations from law enforcement supervisors with input from school administration should be removed from the position.

Officer Performance Assessment

The site administrator is required to complete an officer performance assessment once every year. The assessment must be shared with the officer's supervisor. The evaluation is meant to assist the officer and his/her supervisor in meeting the intent of the grant and effectively carrying out their duties. It is not meant to supplant the official evaluation process used by the officer's department or agency. It is at the discretion of the law enforcement agency or probation department to include the school's evaluation in the officer's official folder. Only officers who have performed in a satisfactory manner should be considered for further service in the School Safety Program. (Recommended Document: SSP Officer Performance)

Training

Specific training is required each year for the following positions (see the [SSP Annual Required Training & Schedule document](#) for details):

- District Administrator
- Site/designee Administrator
- Agency Supervisor
- School Resource Officer (SRO)
- School Safety Officer (SSO)
- Juvenile Probation Officer (JPO)
- School Counselor
- Social Worker

Required Training Information:

- You must create a lawforkids.org login account no later than 30 days after joining the SSP program.
- Failure to meet the annual training requirement will result in the LEA/charter being put on programmatic hold the following year and your LEA will not be able to draw down funds.
- If a grantee missed their annual required training, they must complete two trainings the next year, the missed training in addition to the annual required training for that year.
- For FY26, a returning district administrator must take the District Administrator Advanced Course, which is new for this year. A new District Administrator will take the Leadership 100 course.
- Site Administrator: This is typically the school principal or equivalent (ie: headmaster).
 - If the principal appoints a designee (assistant principal, dean of students, etc.) to oversee & implement the School Safety Program, both the principal and the designee must attend Leadership 100. Thereafter, the designee can attend training on behalf of the principal.
 - If a principal has a designee, and the principal has not attended L100 training since SY23/24 (FY24), they are required to take L100 again, as the training content has changed substantially (this applies to the principal even if their designee is attending training on their behalf and has been compliant).
 - If there is turnover in either the site admin or the designee position, the new site admin or new designee must take Leadership 100.
 - The Designee must be an administrative on-site position such as an assistant principal, dean of students, or another administrative on-site position. The Designee cannot be the counselor, social worker, teacher on special assignment, or front office personnel.
- If an Awarded Position (Counselor, Social Worker or SRO/JPO) has not attended training since SY23/24 (FY24), they are considered a new position and are required to take NCSW or NOT again, as the training content has changed substantially.
- If a grantee joins the SSP later in the school year, they are still required to attend training that school year if the appropriate training is still being offered. If the appropriate training is no longer being offered, the grantee will take the appropriate training the next school year.
- Administrators are welcome to attend New Officer Training or New CSW Training with their SRO, JPOs, or CSWs if seats are available.

Program Evaluation

ARS 15-154 requires the ADE to evaluate the effectiveness of the School Safety Program and report on the activities of the program and the participants in the School Safety Program to the President of the Arizona Senate, the Speaker of the Arizona House of Representatives, and the Governor of Arizona on or before November 1 of each year. The ADE shall provide a copy of this report to the Secretary of State. The evaluation and report shall include survey results from participating schools and data from participating schools on the impact of participating in the School Safety Program. The ADE shall establish data guidelines for School Safety Program participants to follow. By applying for School Safety Program funding, grant recipients agree to participate in the ADE School Safety Program evaluations.

SECTION 4: SRO/JPO/SSO REQUIREMENTS

Section 4 provides information for schools that may have differing experiences of utilizing an SRO/SSO or JPO for school safety. The section looks at the role SROs/SSOs and JPOs play in promoting school safety, dives deeper into the services each role may provide, and concludes with the importance of building partnerships to help support and sustain school safety.

School Resource Officer/School Safety Officer and Juvenile Probation Officer Role in Promoting School Safety

The US Department of Justice, Office of Community Oriented Policing Services, created the [Guiding Principles for School Resource Officer Programs](#) in which it details ways that officers promote school safety. Below we will provide a paraphrased overview of officers role in promoting school safety:

Schools need to create and conserve environments that are safe and are conducive to students' success. When students feel safe and that they are part of a positive school community, they are more likely to thrive socially and academically.

Crime Prevention/Law Enforcement: Officers work with stakeholders to prevent and address crime. They are able to act in the full authority of a certified peace officer. They also serve as a liaison between the school and outside agencies when needed.

Educator: Officers teach law related topics that are geared towards positive student behaviors. They collaborate with stakeholders in providing education and skills to students on school campuses.

Emergency Manager: Officers can conduct needs assessments and provide consultation on comprehensive school safety plans in collaboration with school and district administrators.

Mentor (informal counselor or role model): Officers are a resource to the school community they serve by building relationships, reinforcing positive behaviors, and connecting youth/families with needed services.

In addition to that, The School Safety Program (SSP) guidance was established by ARS 15-154 in 1994 for the purpose of placing School Resource Officers (SRO), School Safety Officer (SSO) and Juvenile Probation Officers (JPO) on school grounds to contribute to safe school environments that are conducive to teaching and learning. Through comprehensive prevention and intervention approaches, School Safety Program funded officers maintain a visible presence on campus; deter delinquent and violent behaviors; serve as an available resource to the school community; and provide students and staff with Law-Related Education (LRE) instruction and training. Officers develop positive interactive relationships with the students, the staff, and the community that they serve. This proactive, prevention-based program is cultivated through collaborative working partnerships between officers, school administration, teachers, and police and juvenile probation departments.

Understanding the role of a School Resource Officer and School Safety Officers

The SRO and SSO support of the School Safety Program is vital to the success of the program. The Police Officer's Creed states "***On my honor, I will never betray my integrity, my character or the public trust. I will always have the courage to hold myself and others accountable for our actions. I will always maintain the highest ethical standards and uphold the values of my community, and the agency I serve.***" You have been entrusted with one of our greatest gifts, our students. As the SRO/SSO, you will be the person that everyone will turn to when there is an emergency. There will be many responsibilities, duties and expectations that the SRO/SSO must fulfill daily.

Under the School Safety Program, School Resources Officers and School Safety Officers responsibilities fall into three categories to support school safety:

Role #1: Law Enforcement Specialist

The Law enforcement specialists will act with the full authority of a law enforcement officer to provide safety and security by:

- Investigate law violations
- Crime prevention

- Emergency Preparedness
- Risk & vulnerability assessment
- Threat assessments
- Crisis intervention
- First aid/CPR
- De-escalation
- Collaboration with local law enforcement
- Referrals for court, community resources, DCS
- Safety consultations
- Prevention training/lessons
- Community Policing
- Uniform and equipment

Role #2: Law-Related Educator

**Exceptions may occur on the Native American reservations*

LRE is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. *(Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.)* The SSPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:

Student Focused:

1. [Universal LRE](#) - These lessons are typically provided to a large school audience. The purpose of these lessons are to address Tier 1 problems that were identified in the needs assessment.
2. [Cohort LRE](#) - These lessons are targeted for specific classrooms or grade levels experiencing specific concerns identified in your needs assessment. Cohort LRE typically includes 4-6 lessons per topic.

Adult Focused:

3. [Community/Teacher LRE](#) - These lessons are targeted towards providing information or training to your school's parents/community and teachers.

Role #3: Positive Role-Model

"Positive Role Model" adapted from The Successful School Resource Officer Program by Anne J. Atkinson, PhD

As a positive role model for students and the school community, the SRO/SSO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. **Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- **Be approachable:** First and foremost, always be approachable.
 - Be the kind of School Resource Officer/School Safety Officer that you would want your children to have.
 - Always strive to be a positive role model because students learn from every observation of, or interaction with, the SRO/SSO.
- **Be visible:** The community should expect the officer's presence to encourage a positive and safe school environment.
 - Arrive early to get yourself situated and ready for the day.
 - Being visible early on will provide a sense of security and safety that will have a ripple effect across your community. This alone can be a deterrent to any ill intended suspect thinking of causing harm to your students and staff. You should be ready for all emergency situations.
 - Be at a focal point early in the morning and throughout the day. Either be at the front door welcoming all students or at a major bus stop at the school. Let the students, staff, and community know that you are there. Capturing Kids Hearts is one example of how to greet our students and provide guidance during the day.
 - Encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop a plan to make the desired changes.
 - Set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and be a friend.
- **Build relationships:** Building trust and legitimacy for the School Safety Program is paramount.

- The Task Force on 21st Century Policing states “ Law Enforcement culture should embrace a guardian-rather than a warrior mindset.” This has never been so true in our profession.
- As the assigned SRO/SSO you must learn as many pertinent people on your campus. The SRO/SSO should attempt to have a multidisciplinary outreach approach to his school and his community.
- Walk your beat and know the students, families, principal, know the counselors, know the kitchen staff, know the facilities people, and everyone in between. Knowing these different levels at your school will make reporting of security and safety issues easier. Having these different people know what you do and who you are is invaluable.
- Make certain that you include as many of these key people in your SSPT.

As a role model and mentor, the bridge to our students and staff needs to be built daily. You will build it with hundreds of “Good Mornings”, “Good Afternoons”, handshakes, fist bumps, and high fives.

Remember as an SRO, you have been entrusted to care for, protect, motivate, listen, and provide direction to our most prized possession, our students. The students and staff will need to trust you and it will take some time.

Tiered Supports and Instruction for School Resource Officers/School Safety Officers

	<u>Role #1: Law Enforcement Specialist</u>	<u>Role #2: Law-Related Educator</u>	<u>Role #3: Positive Role Model</u>
Tier 3 Individual/Intensive Supports	<u>Active Shooter Incident Training</u> - School Community Training - Must be certified instructor <u>Referrals</u> - Juvenile Court - DCS - Community Resources <u>Home visit</u> - Welfare check - Truancy (Not in truancy officer capacity) - DCS requests officer presence - Unable to successfully contact parents through other means of communication <u>Crisis Intervention</u> - De-escalation - First Responder/Law Enforcement Officer - Active Shooter - Unauthorized person on campus - Dangerous situation in surrounding community (lock down) - First aid/CPR - Collaboration with local law enforcement <u>Investigations</u> - Referred by Administration <i>after</i> they have investigated a school policy violation and determined a violation of the law occurred - Violations of the law - Reported weapon on campus - Reported credible threat to school - Mandatory reported incidents		<u>Restorative Practices</u> - Following the spirit of creating a positive school climate. - Student/staff training (officer is not implementing as a consequence)

Tier 2 Targeted Supports	<u>Prevention Trainings/Lessons (Not LRE)</u> - Substance abuse prevention training - Violence prevention - Gang violence - Dating violence - Domestic violence - Bullying prevention - Check-in/Check-out (CICO) - Character Education	<u>Cohort Law Related Education</u> - Targeted at specific grade levels or groups of students - Based on needs assessment data <u>Community and Teacher Law Related Education</u> - Targeted at teachers and parents to increase awareness on specific topics - Based on needs assessment data	<u>Targeted Role Model Skills</u> - College & Career Readiness/life skills - Student engagement in civics through volunteer opportunities - Collaborating with student leadership groups to have student leaders lead school connectedness initiatives (e.g., student recognition/positive initiatives) <u>Targeted Relationship Building</u> - Student relationship activities - Lunch Bunch, volunteering at events, etc. - Community relationship activities - Donuts for dads, coffee chats, etc. - Coordinating Relational Mapping - Informal Counselor/Mentor - Check-in/Check-out (CICO)
Tier 1 Whole School	<u>Daily Risk & Vulnerability Assessments</u> - Presence known by school community - Checks for risks/vuln. - Several times throughout the day - After student arrival - Lunch periods/Afternoon - Before student release - After student release <u>Safety Consultations</u> - School Policies - School/district Handbooks - Emergency Operations Planning (EOP) - Drills (Fire, lock down, bus, etc.) - Collaboration with local law enforcement - CPTED^{[1][2][3]}	<u>Universal Law Related Education</u> - Prep time to create resources and practice - Time to teach - Universal LRE	<u>Universal Role Model Skills</u> - Caring for the school community activities - Neighborhood/school cleanup - Greeting School Community - Daily Relationships Building - Positive Reinforcement - PBIS - Opportunities for families to connect with the officer - Open door policy - Share school phone number - Officer website/newsletter - Etc. <u>Character Education</u> - Character Education: Character Counts!

Agency Required Trainings & AZPost Qualifications

[Ethics & Professionalism](#); [Crime Prevention](#); [Community Policing](#); [Cultural Awareness](#); [Victimology/Trauma](#); [Behavioral Health Crisis Response](#); [Interpersonal Communication](#); First Aid ([Initial Assessment](#), [Shock](#), [Bleeding/Related Injuries](#), [IFAK](#)); [Search & Seizure](#); [Investigation of Specific Crimes](#); [Liquor Control](#); [Narcotics and Dangerous Drugs](#); [Assault](#); [Sexual Offenses](#); [Trespass](#); [Criminal Damage](#); [Theft](#); [Judicial Interference And Related Offenses](#); [Public Order Offenses: Disorderly Conduct/Disrupting the Educational Institution](#); [Weapon & Explosives](#); [Drug Offenses](#); [Obscenity](#); [Sexual Exploitation of Children](#); [Family Offenses](#); [Report Writing](#); [Juvenile Law and Procedures](#); [Civil Liability Issues](#); [Bias-Motivated Crimes](#); [Organized Crime Activity](#); [Firearms Qualifications](#), [Medical/Physical](#)

SSPT Meeting Grant Requirements

- Trained
- Using data to drive decisions
- Maintains an [SSP Officer Activity Log](#)
- Creates and implements an operational plan

SRO/SSO Best Practice Professional Models & Resources

This section provides helpful links that further guide the role and activities of School Resource Officers and School Safety Officers

Professional Models:

[Virginia School-Law Enforcement Partnership Curriculum](#)
[National Association of School Resource Officers \(NASRO\)](#)
[Arizona School Resource Officers Association \(ASROA\)](#)
[Community Oriented Policing Services \(COPS\)](#)

Law Enforcement Code of Ethics & Oath of Honor

AZPOST IACP Canon Of Police Ethics

- **Article 1. Primary Responsibility of Job**
- **Article 2. Limitations of Authority**
- **Article 3. Duty to Be Familiar with the Law and with Responsibilities of Self and Other Public Officials**
- **Article 4. Utilization of Proper Means to Gain Proper Ends**
- **Article 5. Cooperation with Public Officials in the Discharge of Their Authorized Duties**
- **Article 6. Private Conduct**
- **Article 7. Conduct toward the Public**
- **Article 8. Conduct in Arresting and Dealing with Law Violators**
- **Article 10. Presentation of Evidence**
- **Article 11. Attitude toward Profession**

AZPOST IACP Law Enforcement Oath of Honor

“On my honor, I will never betray my badge, my integrity, my character, or the public trust. I will always have the courage to hold myself and others accountable for our actions. I will always uphold the constitution and community I serve.”

State Agencies:

[Arizona Peace Officer Standards and Trainings Board \(AZPOST\)](#)
[Arizona Department of Public Safety \(AZ DPS\)](#)
[Phoenix Police Department](#)
[Maricopa County Sheriff's Office](#)
[Tucson Police Department](#)
[Pima County Sheriff's Office](#)
[Flagstaff Police Department](#)
[Coconino County Sheriff's Office](#)

Understanding the role of a Juvenile Probation Officer

The juvenile probation officer's support of the School Safety Program is vital to the program's success. JPO are expected to spend most of their time on campus; approximately 90 percent of time should be on site. The Juvenile Probation Officer (JPO) has three basic roles:

Role #1: Officer of the Court

The Officer of the Court will act with authority of a sworn court appointed officer to provide safety by:

- **Liaison to court, law enforcement agencies, and other community agencies:**
 - Provides the court with school information that can be instrumental in the determination if a juvenile is to be detained or returned to the community.
 - Networks with other agencies that may, or do, serve the school community in an effort to meet the needs of the students and school.

- **Utilizes institutional knowledge of juvenile courts and resources to support the school community:**
 - Maintains a working knowledge of services available within the court system and community to meet the needs of the students and school. (diversion, FINS, CUTS, etc.)
 - Utilizes expertise and agency resources for intervention and prevention of potential crime.
- **Collaborates with school personnel on school-wide safety strategies (e.g. staff/community trainings, emergency response planning, and prevention programming)**

Role #2: Law-Related Educator

**Exceptions may occur on the Native American reservations*

LRE is the teaching of rules, laws, and the legal system that actively involves students to prepare them for responsible citizenship. It also provides instructions in legal rights, responsibilities, and the role of the citizen and requires students to practice the application of LRE in potential real-life situations. (*Adopted by the Arizona Center for Law-Related Education from the Virginia Institute for Law and Citizenship Studies.*) The SSPT uses the needs assessment data and priority focus areas to determine which LRE instruction will address those priority focus areas. Officers provide LRE instruction in three ways:

Student Focused:

1. **Universal LRE** - These lessons are typically provided to a large school audience, such as through an assembly. The purpose of these lessons are to address Tier 1 problems that were identified in the needs assessment.
2. **Cohort LRE** - These lessons are targeted for specific classrooms or grade levels experiencing specific concerns identified in your needs assessment. Cohort LRE typically includes 4-6 lessons per topic.

Adult Focused:

3. **Community/Teacher LRE** - These lessons are targeted towards providing information or training to your school's parents/community and teachers.

Role #3: Positive Role-Model

"Positive Role Model" adapted from The Successful School Resource Officer Program by Anne J. Atkinson, PhD

As a positive role model for students and the school community, the SRO should be a role model for rules and expectations of individuals on school campuses. Reinforce and praise students who are meeting those expectations. **Rules and expectations may come up in your LRE Lessons or Character Education Lessons.*

- **Be approachable:** First and foremost, always be approachable.
 - Be the kind of Juvenile Probation Officer that you would want your children to have.
 - Always strive to be a positive role model because students learn from every observation of, or interaction with, the JPO.
- **Be visible:** The community should expect the officer's presence to encourage a positive and safe school environment.
 - Arrive early to get yourself situated and ready for the day.
 - Being visible early on will provide a sense of security and safety that will have a ripple effect across your community. This alone can be a deterrent to any ill intended suspect thinking of causing harm to your students and staff. You should be ready for all emergency situations.
 - Be at a focal point early in the morning and throughout the day. Either be at the front door welcoming all students or at a major bus stop at the school. Let the students, staff, and community know that you are there. Capturing Kids Hearts is one example of how to greet our students and provide guidance during the day.
 - Encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop a plan to make the desired changes.
 - Set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and be a friend.
- **Build relationships:** Building trust and legitimacy for the School Safety Program is paramount.

- The Task Force on 21st Century Policing states “ Law Enforcement culture should embrace a guardian-rather than a warrior mindset.” This has never been so true in our profession.
- As the assigned JPO you must learn as many pertinent people on your campus. The JPO should attempt to have a multidisciplinary outreach approach to his school and his community.
- Walk your beat and know the students, families, principal, know the counselors, know the kitchen staff, know the facilities people, and everyone in between. Knowing these different levels at your school will make reporting of security and safety issues easier. Having these different people know what you do and who you are is invaluable.
- Make certain that you include as many of these key people in your SSPT.

As a role model and mentor, the bridge to our students and staff needs to be built daily. You will build it with hundreds of “Good Mornings”, “Good Afternoons”, handshakes, fist bumps, and high fives.

Remember as a JPO, you have been entrusted to care for, protect, motivate, listen, and provide direction to our most prized possession, our students. The students and staff will need to trust you and it will take some time.

Tiered Supports and Instruction for Juvenile Probation Officer

	<u>Role #1: Officer of the Court</u>	<u>Role #2: Law-Related Educator</u>	<u>Role #3: Positive Role Model</u>
Tier 3 Individual/Intensive Supports	<u>Collaborate with Government Agencies</u> - Coordinate efforts involving a local law enforcement agencies and the school - Provides the court with school information that can be instrumental in the determination if a juvenile is to be detained or returned to the community. <u>Referrals</u> - Juvenile Court - Behavioral Health Agency - Diversionary programs - Families in Needs of Services (FINS) - Community Resources - DCS <u>Home visit</u> - Welfare check - Truancy (Not in truancy officer capacity) - DCS requests officer presence - Unable to successfully contact parents through other means of communication		<u>Restorative Practices</u> - Following the spirit of creating a positive school climate. E.g., graffiti school property, the student will cover graffiti. - Student/staff training (officer is not implementing as a consequence)
	<u>Prevention Trainings/Lessons</u> (Not LRE)	<u>Cohort Law Related Education</u>	<u>Targeted Role Model Skills</u>

	- Substance abuse prevention training - Violence prevention programs/curricula (general) - Violence prevention - Gang violence - Dating violence - Domestic violence - Bullying prevention - etc. - Check-in/Check-out (CICO) - Character Education	- Targeted at specific grade levels or groups of students - Based on needs assessment data <u>Community and Teacher Law Related Education</u> - Targeted at teachers and parents to increase awareness on specific topics - Based on needs assessment data	- College & Career Readiness/life skills - Student engagement in civics through volunteer opportunities - Collaborating with student leadership groups to have student leaders lead school connectedness initiatives (e.g., student recognition/positive initiatives) <u>Targeted Relationship Building</u> - Student relationship activities - Lunch Bunch, volunteering at events, etc. - Community relationship activities - Donuts for dads, coffee chats, etc. - Coordinating Relational Mapping - Informal Counselor/Mentor - Check-in/Check-out
	<u>Coordinate Partnerships for Evening Support Centers</u>	<u>Universal Law Related Education</u> - Prep time to create resources and practice	<u>Universal Role Model Skills</u> - Caring for the school community activities

	- E.g., boys and girls club, youth activities, local parks and recreation centers, etc. <u>Safety Consultations</u> - School Policies - School/district Handbooks - Emergency Operations Planning (EOP) - Drills (Fire, lock down, bus, etc.) - Collaboration with local law enforcement - CPTED^{[1][2][3]} - Arizona Youth Assessment System (AZYAS) <u>Staff/Community Trainings</u> - Awareness and safety campaigns - Juvenile court matters (curfew laws, underage consumption, teenage driving, etc.)	- Time to teach - Universal LRE	- Neighborhood/school cleanup - Greeting School Community - Daily Relationships Building - Positive Reinforcement - PBIS - Opportunities for families to connect with the officer - Open door policy - Share school phone number - Officer website/newsletter - Etc. <u>Character Education (Not LRE)</u> - Character Education: Character Counts!
Foundation For Learning	<u>Agency Required Trainings</u> Probation Officer Certification Academy: Ethics; Re-Entry Simulation; Motivational Interviewing; Compassion Fatigue; Drug Recognition; Implicit Bias; Substance Abuse Interventions; ACEs; Adolescent Development; Family Systems; Data-driven Decision Making; Case Planning; Case Management; Intervention Services Continuum Suicide Prevention and Intervention; Behavioral Management; Defensive Tactics Academy; Firearms Academy; CPR/First Aid Certification <u>SSPT Meeting Grant Requirements</u> - Trained - Using data to drive decisions - Maintains an SSP Officer Activity Log - Creates and implements an operational plan		

JPO Best Practice Professional Models & Resources

This section provides helpful links that further guide the role and activities of School Juvenile Probation Officers

Professional Models:

[American Probation Parole Association \(APPA\)](#)

[The Office Of Juvenile Justice and Delinquency Prevention \(OJJDP\)](#)

[OJJDP: Best Practices for Juvenile Court and Probation](#)

[Arizona Courts - Juvenile Justice Division](#)

APPA Code of Ethics

- I will render professional service to the justice system and the community at large in effecting the social adjustment of the offender.
- I will uphold the law with dignity, displaying an awareness of my responsibility to offenders while recognizing the right of the public to be safeguarded from criminal activity.
- I will strive to be objective in the performance of my duties, recognizing the inalienable right of all persons, appreciating the inherent worth of the individual, and respecting those confidences which can be reposed in me.
- I will conduct my personal life with decorum, neither accepting nor granting favors in connection with my office.
- I will cooperate with my co-workers and related agencies and will continually strive to improve my professional competence through the seeking and sharing of knowledge and understanding.
- I will distinguish clearly, in public, between my statements and actions as an individual and as a representative of my profession.
- I will encourage policy, procedures and personnel practices, which will enable others to conduct themselves in accordance with the values, goals and objectives of the American Probation and Parole Association.
- I recognize my office as a symbol of public faith and I accept it as a public trust to be held as long as I am true to the ethics of the American Probation and Parole Association.
- I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession.

American Probation Parole Association (APPA): The 10 Core Principles of Juvenile Probation

1. Center youth and families to individualize probation.
2. Promote equity regarding race, ethnicity, gender, sexual orientation, and disability status.
3. Align practice with research on adolescent development.
4. Minimize conditions of probation.
5. Minimize confinement.
6. Look to encourage success, not punish failure.
7. Be a bridge to opportunity and connection in the community.
8. Be a coach, teacher, mentor, and advocate — not a compliance monitor.
9. Aim for progress, not perfection.
10. Hold probation accountable for meaningful results.

Additional Resources:

[The Annie E. Casey Foundation](#)

Building Community Partnerships

Community Policing focus

Create and Maintain Community Partnership:

- Before/After School Programs
 - If the school has extracurricular or parental groups such as Athletic Booster Clubs or Parent Teacher Association (PTA) groups collaborate and build relationships with them. They will be crucial to your success.
- Civic groups such as the Kiwanis Club, Rotary International, and the Lions Club International are a few examples of groups that can also enhance your validity and experience on campus.
- Faith-based community organizations
- Other Partnership Resources
- [211](#)
- Comprehensive source of information about local resources and services

- Crisis prevention
 - [AHCCCS Crisis Hotline](#)
 - [Samhsa 988 Suicide & Crisis Lifeline](#)

Behavioral Health Providers (JPO)

- [Accessing Behavioral Health Services in Schools](#)
- [AHCCCS Universal Referral Form](#)

SECTION 5: KEY PARTNERS AND THEIR ROLES

Arizona State Board of Education

ARS 15-154 directs the Arizona State Board of Education to review and approve School Safety Program proposals.

Arizona Department of Education

ARS 15-154 directs the ADE to administer the School Safety Grant. ADE conducts the following duties:

- Provides the application to each district and charter holder.
- Prepares the application for review by the State Board of Education to determine awards.
- Announces awards to districts and charters.
- Monitors sites for compliance with the grant.
- Logs completion reports, due September 30th, for the previous program year.
- Collects money not spent by grantees at the end of the program year.
- Withholds payment to grantees that have not returned money due.
- Provides technical assistance.
- Conducts a program evaluation as specified by ARS 15-154.
- Monitors the training contract.

Arizona Foundation for Legal Services and Education (AZFLSE)

The AZFLSE, under contract with the ADE, conducts the statewide Law-Related Education (LRE) Academy. The Academy offers School Safety Officers quality LRE training and teaching materials. To accomplish these objectives, the AZFLSE:

- Utilizes current and former school safety officers and/or teachers as faculty for the Academy.
- Develops a tracking system to track Academy hours of each school safety officer.
- Integrates the use of technology into training classes.
- Secures professional development credits for officers who attend and complete the Academy.
- Provides ongoing consultation and technical assistance with regard to implementing and teaching law-related education, within budget limitations.
- Visits schools to observe law-related education teaching and provide feedback, within budget limitations.
- Provides quantitative and qualitative data to ADE.
- Provides financial mid-year and year-end reporting to ADE.
- Conducts periodic surveys of school safety officers to determine changing LRE needs and level of customer satisfaction.

The AZFLSE provides the following expanded services to School Safety Officers:

- [LRE Academy Web page](#)
- Free Materials: School Safety Program Officers can access free publications and materials for their LRE classroom instruction.
- LRE Technical Online Resources

If an officer needs assistance with LRE curriculum or lesson planning, the officer can contact Diana Strouth, Instruction Specialist (Arizona Bar Foundation for Legal Services & Education), at 602-773-3431 or by email at Diana.Strouth@azflse.org

SECTION 6: DOCUMENTS & RESOURCES

DOCUMENTS AND RESOURCES

Documents

- [School Safety Program Documents Folder](#)
 - Required Training & Schedule ○ SSP CSW/Officer Manual ○ CSW/Officer Guidance Documents ○ CSW/Officer Activity Log ○ Responsibilities Checklist - District Administrator ○ Responsibilities Checklist - Site Administrator ○ Responsibilities Checklist - Agency Supervisor ○ Responsibilities Checklist - Officer ○ Responsibilities Checklist - Counselor/Social Worker ○ Strategic Plan ○ SSPT Needs Assessment Activity ○ Operational Calendar ○ SSPT Agenda ○ Roles & Responsibilities Cheat Sheet ○ School Safety Task Force Checklist ○ IGA Example

Websites

- [Arizona Department of Education School Safety Program](#)
 - SSP Guidance Manual ○ SSP Contact Information ○ SSP Grantees Page ○ SSP Events Calendar
- [School Safety Program Documents & Resources Padlet](#)
 - SSP Documents Folder SSP Videos ○ Training Registration Information & Participant Handouts Folders ○ SSP Website Links ○ Officer Resources ○ Counselor & Social Worker Padlet ○ School Safety Website Links
- [School Safety Program Officer Padlet](#)
 - Provides guidance and examples with links resources for each of the 3 roles officers fill on the School Safety Program.