



City of Avondale

City Council Meeting

Monday, September 8, 2025

Mayor and Council

Mike Pineda, Mayor

Curtis Nielson, Vice Mayor

Tina Conde, Councilmember | Jeannette Garcia, Councilmember

Gloria Solorio, Councilmember | Shari Weise, Councilmember

Max White, Councilmember

Administration

Ron Corbin, City Manager

Tracy Stevens, Assistant City Manager | Dale Nannenga, Assistant City Manager

Katie Gregory, Assistant City Manager | Nicholle Harris, City Attorney

Marcella Sarmiento, City Clerk

City Council Chamber

11465 West Civic Center Drive

Avondale, AZ 85323

Watch a City Council Meeting Online

Visit the link below to watch a City Council meeting live online:

<https://www.avondaleaz.new.swagit.com/views/540/>

Please note, the live stream will not be monitored by staff; therefore, anyone wishing to address the City Council shall appear in person to speak.



City Council Meeting Notice & Agenda Monday, September 8, 2025

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

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should submit a Request to Speak online at <http://www.avondaleaz.gov/requesttospeak> prior to consideration of that agenda item.

REGULAR MEETING

5:30 PM

Physical Access to the Council Chambers will be available 30 minutes prior to the meeting.

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

1. ROLL CALL BY THE CITY CLERK

2. PRESENTATION ITEMS (DISCUSSION ONLY)

a. PROCLAMATION - NATIONAL SUICIDE PREVENTION MONTH

City Council will present a Proclamation recognizing September 2025 as National Suicide Prevention Month and hear remarks from Craig Bucklin, a suicide survivor and City of Avondale resident. Neighborhood & Family Services partner Southwest Behavioral & Health Services will be in attendance during the proclamation's reading. This item is for discussion only.

b. PROCLAMATION - HISPANIC HERITAGE MONTH

City Council will present a Proclamation recognizing September 15, 2025 through October 15, 2025 as Hispanic Heritage Month. The Parks, Recreation, and Libraries department will provide an update regarding its planned programming. This item is for discussion only.

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

4. CONSENT AGENDA

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

a. APPOINTMENTS TO THE PLANNING COMMISSION

City Council will consider a request to accept the City Council Subcommittee on Boards and Commissions' recommendation and: a) appoint Crystal Lopez-Davey as an Alternate Member to the Planning Commission with a term to expire on December 31, 2027; b) approve Kristopher Ortega as an Alternate or Regular Member if a new vacancy arises within 12 months; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

b. MINUTES

City Council will consider a request to approve the August 18, 2025 City Council meeting minutes. The Council will take appropriate action.

c. SERIES 4 (WHOLESALE) LIQUOR LICENSE - FPR DISTRIBUTING CO, INC

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 4 (Wholesale) Liquor License submitted by Ryan Witner Anderson, authorizing the distribution of all types of liquor (beer, wine, and distilled spirits) to Arizona-licensed retailers at FPR Distributing Co, Inc., located at 1100 North 127th Avenue, Suite 100 aisle 101, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE - AWESOME CONVENIENCE & MORE

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Craig Miller to sell beer and wine at Awesome Convenience & More located at 10565 West Indian School Road #100, in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

e. SERIES 12 (RESTAURANT) AND SERIES 7 (BEER AND WINE BAR) LIQUOR LICENSE - COOPER'S HAWK WINERY & RESTAURANT

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of: a) an application for a Series 12 (Restaurant) Liquor License; b) an application for a Series 7 (Beer and Wine Bar) Liquor License submitted by Jeffrey Craig Miller for the sale of alcohol at Cooper's Hawk Winery & Restaurant located at 10525 West McDowell Road in Avondale; and c) authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

f. SERIES 12 (RESTAURANT) LIQUOR LICENSE - POCO MADRE BRUNCH Y DINNER

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jeffrey Craig Miller for the sale of alcohol at Poco Madre Brunch Y Dinner located at 665 North Avondale Boulevard in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 1054-0925 - AUTHORIZING GRANT ACCEPTANCE FROM U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FOR THE SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM

City Council will consider a request to: a) adopt Resolution 1054-0925, accepting grant funding from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All ("SS4A") Grant Program in the amount of \$560,000.00 for Fiscal Year 2026; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 1055-0925 – INTERGOVERNMENTAL AGREEMENT WITH AVONDALE ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS AT MICHAEL ANDERSON ELEMENTARY SCHOOL, AVONDALE MIDDLE SCHOOL AND LATTIE COOR ELEMENTARY SCHOOL

City Council will consider a request to adopt Resolution 1055-0925, authorizing an Intergovernmental Agreement with the Avondale Elementary School District to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year at Michael Anderson Elementary School, Avondale Middle School and Lattie Coor Elementary School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

- i. **RESOLUTION 1056-0925 – INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION FOR SCHOOL RESOURCE OFFICERS AT ESTRELLA HIGH SCHOOL**
City Council will consider a request to adopt Resolution 1056-0925, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year at Estrella High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- j. **RESOLUTION 1057-0925 – INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT #216 FOR SCHOOL RESOURCE OFFICERS AT LA JOYA COMMUNITY HIGH SCHOOL, WESTVIEW HIGH SCHOOL, AND WEST POINT HIGH SCHOOL**
City Council will consider a request to adopt Resolution 1057-0925, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year at La Joya Community High School, Westview High School and West Point High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- k. **ORDINANCE 2033-0925 – ACCEPTANCE OF A RIGHT-OF-WAY EASEMENT AGREEMENT FROM HILLCREST-H, LP**
City Council will consider a request to adopt Ordinance 2033-0925, authorizing the acceptance of a right-of-way easement agreement from Hillcrest-H, LP, for public use and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.
- l. **ORDINANCE 2034-0925 – ACCEPTANCE OF A RIGHT-OF-WAY EASEMENT AGREEMENT FROM VERDE TRAILS HOMEOWNERS ASSOCIATION**
City Council will consider a request to adopt Ordinance 2034-0925, authorizing the acceptance of a right-of-way easement agreement from Verde Trails Homeowners Association for public use and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. SPEED SAFETY CAMERA PROGRAM

Staff will provide an overview of the Avondale Police Department's Speed Safety Camera Program. The purpose of this presentation is to inform City Council about the program's impact and operations. This item is for feedback and direction.

6. SUMMARY OF CURRENT EVENTS FROM MAYOR, VICE MAYOR, AND COUNCILMEMBERS (5 minutes)

7. ADJOURNMENT INTO EXECUTIVE SESSION

City Council will consider a request to adjourn the Regular Meeting and hold an Executive Session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(3) and (A)(4), discussion with the City Attorney or attorneys for the City for legal advice concerning contemplated or pending litigation and to instruct the City Attorney and attorneys for the City on such litigation for the claims and matters of: (i) Minor Jane Doe and her father CC; (ii) John Keenan, Donnell Mackie and James "Scott" Plymesser; (iii) Appolinaire Amouzouvi v. City of Avondale, et al.; (iv) Scott Dewall v. City of Avondale; (v) Amanda Gregory v. City of Avondale, et al.; (vi) Charles Montoya v. City of Avondale, et al.; (vii) Lana Nabaty v. City of Avondale; (viii) Luis Perez v. City of Avondale, et al.; (ix) Bradley Ruggles v. City of Avondale; and (x) Robert Sease v. City of Avondale.

Councilmembers of the City of Avondale will attend either in person or by telephone or video conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1000 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica o por vídeo. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1000 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

ITEM NUMBER: 2.a.

SUBJECT: Proclamation - National Suicide Prevention Month

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Andrew Mesquita, Human Resources Director

THROUGH: Ron Corbin, City Manager, (623) 333-1011

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will present a Proclamation recognizing September 2025 as National Suicide Prevention Month and hear remarks from Craig Bucklin, a suicide survivor and City of Avondale resident. Neighborhood & Family Services partner Southwest Behavioral & Health Services will be in attendance during the proclamation's reading. This item is for discussion only.

BACKGROUND:

September is recognized as Suicide Awareness Month, and it is meant to raise the viability of mental health and proactive suicide prevention resources in our community. We aim to initiate the conversation, destigmatize it, and help connect people with the necessary support services. According to the American Foundation for Suicide Prevention, suicide is the second leading cause of death among individuals between the ages of 10 and 34, with more than 48,000 people dying by suicide annually in the United States. Each suicide impacts 100 additional people, including family, friends, service members, co-workers, and neighbors. Nearly everyone has been affected by suicide. The City of Avondale publicly places its full support behind those who work in mental health, education, and law enforcement. We encourage all residents to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

DISCUSSION:

The City Council will present a Proclamation recognizing September 2025 as National Suicide Prevention Month. Additionally, City Council will hear remarks from Craig Bucklin, a suicide survivor and City of Avondale resident. Neighborhood & Family Services partner Southwest Behavioral & Health Services will be in attendance during the proclamation's reading.

BUDGET IMPACT:

This item does not have a budget impact.

RECOMMENDATION:

This item is for presentation only.

Contact person for document distribution: Whitney Castro, Management Analyst and Aneyssa Romo, Senior Management Analyst

Avondale

PROCLAMATION

NATIONAL SUICIDE PREVENTION MONTH

Whereas, September is recognized as "National Suicide Prevention Month" to raise the visibility of mental health and proactive suicide prevention resources in our community; and

Whereas, we want to change the narrative, foster empathy, and help connect people with the appropriate support services; and

Whereas, according to the American Foundation for Suicide Prevention, suicide is the second leading cause of death among individuals between the ages of 10 and 34, with more than 48,000 people dying by suicide annually in the United States; and

Whereas, each suicide impacts 100 additional people, including family, friends, service members, co-workers, and neighbors, nearly everyone has been impacted by suicide; and

Whereas, the City of Avondale publicly places its full support behind those who work in the field of mental health, education, and law enforcement; and

Whereas, every member of our community should understand that throughout life's struggles, we all need the occasional reminder that we are all fighting our own battles; and

Whereas, we encourage all residents to take time to understand mental health through education and engage in open discussion about suicide and suicidal behavior to raise awareness and create change; and

NOW, THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims the month of September 2025 as National Suicide Prevention & Action Month in the City of Avondale.

Proclaimed this 8th day of September 2025.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 2.b.

SUBJECT: Proclamation - Hispanic Heritage Month

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Corey Larriva, Director of Parks, Recreation & Libraries

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will present a Proclamation recognizing September 15, 2025 through October 15, 2025 as Hispanic Heritage Month. The Parks, Recreation, and Libraries department will provide an update regarding its planned programming. This item is for discussion only.

BACKGROUND:

The U.S. population is comprised of some 64 million people of Hispanic ancestry, making this population the largest minority in the United States. Each year, Americans observe National Hispanic Heritage Month by celebrating the heritage, histories, cultures and contributions of American citizens whose ancestors hailed from Spain, Mexico, the Caribbean, and Central and South America. The observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson, and was expanded to a full month by President Ronald Reagan in 1988. The starting date of the annual celebration, September 15, is the anniversary of independence of the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, and is followed by the independence days of Mexico and Chile.

DISCUSSION:

The Parks, Recreation, and Libraries department has the following programming planned for Hispanic Heritage Month:

- September 26: Mercados & Melodies at Avondale Civic Center Amphitheater
- September 27: Tu Herencia at Sam Garcia Library
- October 12: Hispanic Heritage Splash Bash at Avondale Aquatic Center

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

This item is for discussion only.

Contact person for document distribution: n/a

Avondale

PROCLAMATION

HISPANIC HERITAGE MONTH

Whereas, the U.S. population is comprised of some 64 million people of Hispanic ancestry making this population the largest minority in the United States; and

Whereas, each year Americans observe National Hispanic Heritage Month by celebrating the heritage, histories, cultures and contributions of American citizens whose ancestors hailed from Spain, Mexico, the Caribbean, and Central and South America; and

Whereas, the observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson, and was expanded to a full month by President Ronald Reagan in 1988; and

Whereas, the starting date of the annual celebration, September 15, is the anniversary of independence of the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, and is followed by the independence days of Mexico and Chile; and

Whereas, 2025's Hispanic Heritage Month's theme is "Collective Heritage: Honoring the Past, Inspiring the Future"; and

Whereas, the cultural, educational, economic and political influences of Hispanic residents can be appreciated in all aspects of our life: from farm workers organizing for housing and equal wages, to incredible, gifted artists, to vibrant businesses, to music and community festivals; and

Whereas, The City Of Avondale recognizes Hispanic Heritage Month as an opportunity for Avondale residents to celebrate our freedom, our diversity, and to build upon our tradition of embracing people of all cultures; and

NOW THEREFORE, on behalf of the Avondale City Council, the City of Avondale, Arizona, hereby proclaims September 15, 2025 through October 15, 2025 as Hispanic Heritage Month and encourage all residents to join us in recognition of the impact Hispanic heritage has on Avondale's history and culture.

Proclaimed this 8th day of September 2025.

Mayor

Attest: _____
City Clerk

ITEM NUMBER: 4.a.

SUBJECT: Appointments to the Planning Commission

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will consider a request to accept the City Council Subcommittee on Boards and Commissions' recommendation and: a) appoint Crystal Lopez-Davey as an Alternate Member to the Planning Commission with a term to expire on December 31, 2027; b) approve Kristopher Ortega as an Alternate or Regular Member if a new vacancy arises within 12 months; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City Council Subcommittee on Boards, Commissions, and Committees (Subcommittee) makes recommendations for membership based on term expiration, vacancies from resignations, or changes to member eligibility status. The Subcommittee met on August 27, 2025 and made appointment recommendations. As required in the City Council Rules of Procedures, all candidates have been notified of the recommendations.

DISCUSSION:

The Subcommittee recommended the following appointments to the Planning Commission.

- Crystal Lopez-Davey as an Alternate Member with a partial term to expire on 12/31/2027.
- Kristopher Ortega as an Alternate or Regular Member if a new vacancy arises within 12 months.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council approve the subcommittee's recommendations for the appointment of members to the Planning Commission.

Contact person for document distribution: n/a

ITEM NUMBER: 4.b.

SUBJECT: Minutes

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Marcella Sarmiento, City Clerk

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Connected & Engaged Community**

Avondale informs, prepares, and engages our community to ensure residents are connected to resources, the region, and each other.

PURPOSE:

City Council will consider a request to approve the August 18, 2025 City Council meeting minutes. The Council will take appropriate action.

BACKGROUND:

Pursuant to Arizona Revised Statute § 38-431.01(B), the City must provide written minutes of all City Council meetings.

DISCUSSION:

City Council held a meeting and the attached minutes have been prepared for approval.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the August 18, 2025 City Council meeting minutes.

Contact person for document distribution: Chris Pierson

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
CITY COUNCIL CHAMBER
August 18, 2025

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 5:32 p.m. All participants attended by phone or video.

Members Present: Mayor Mike Pineda; Vice Mayor Curtis Nielson; Councilmembers Tina Conde, Jeannette Garcia, Gloria Solorio, Shari Weise, and Max White.

Note: All attendees attended the meeting virtually.

Members Absent: None.

Other Municipal Officials Present: Ron Corbin, City Manager; Tracy Stevens, Assistant City Manager; Katie Gregory, Assistant City Manager; Dale Nannenga, Deputy City Manager; Nicholle Harris, City Attorney; Marcella Sarmiento, City Clerk; Liz Barker Alvarez, Intergovernmental Affairs Administrator; Kirk Beaty, Public Works Director; Barbara Coppage, City Auditor; Albert Bates, Assistant Police Chief; Joel Evans, Facilities Director; Julie Knoll; Deputy City Clerk; Corey Larriva, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Andy Mesquita, Human Resources Director; Kimberly Moon, Engineering Director; Pier Simeri, Marketing and Public Relations Director; and Renee Weatherless, Finance and Budget Director.

Audience: Approximately 1 member of the public joined the online meeting.

1. ROLL CALL BY THE CITY CLERK

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

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

Mayor Pineda asked if any Councilmember wished to have an item removed from the Consent Agenda. Councilmember White requested item 3b be pulled from the consent agenda to be considered separately. Motion was made by Councilmember White, seconded by Councilmember Weise, to approve the Consent Agenda with the exception of item 3b.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

a. MINUTES

City Council approved the July 7, 2025 and July 14, 2025 City Council meeting minutes.

b. APPROVAL OF SECONDARY EMPLOYMENT

This item was pulled from the consent agenda for further discussion. Item is listed below in more detail.

c. SOLID WASTE BUDGET CONTINGENCY TRANSFER

City Council amended the Fiscal Year 2025 budget by approving a budget transfer from contingency appropriation, increasing the award authority, and authorizing the Finance and Budget Department staff to take the steps necessary to execute the transfer.

d. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FISCAL YEAR 2025 - 2026

City Council a) approved a contract with Area Agency on Aging (AAA) for fiscal year 2025-2026 in the amount of \$418,429; b) approved a Vehicle Lease Agreement in the amount of \$5; c) adopted an itemized budget for the Senior Services division; d) authorized a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and e) authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1052-0825 - RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT WITH FIRST THINGS FIRST - SERVICES AT THE ARIZONA COMPLETE HEALTH AVONDALE RESOURCE CENTER

City Council adopted Resolution 1052-0825, approving an Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First, to receive \$250,000 in funding for services at the City of Avondale Family Resource Center for fiscal year 2026 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1053-0825 - AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH FIRST THINGS FIRST - SERVICES AT THE ARIZONA COMPLETE HEALTH AVONDALE RESOURCE CENTER

City Council adopted Resolution 1053-0825, approving Amendment No. 1 of the Intergovernmental Agreement with the Southwest Maricopa Regional Partnership Council of the Arizona Early Childhood Development and Health Board, doing business as First Things First, for the provision of services at the City of Avondale Family Resource Center, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. ORDINANCE 2031-0825 - AVONDALE CITY CODE AMENDMENT, CHAPTER 2, ARTICLE 2, DIVISION 4 RELATING TO EMPLOYEE RELATIONS

City Council adopted Ordinance 2031-0825, amending Avondale City Code Chapter 2, Article II, Division 4, relating to Employee Relations and declaring an emergency, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. ORDINANCE 2032-0825 - ACCEPTANCE OF A RIGHT-OF-WAY EASEMENT AGREEMENT FROM GS 10, LLC, RELATED TO THE FUZE 623 AND FLATZ 623 DEVELOPMENT

City Council adopted Ordinance 2032-0825 authorizing the acceptance of a right-of-way easement agreement from GS 10, LLC, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

NOTE FROM THE CITY CLERK: THE FOLLOWING ITEM WAS PULLED FROM THE CONSENT AGENDA TO BE VOTED ON SEPARATELY.

b. APPROVAL OF SECONDARY EMPLOYMENT

City Council considered a request from the City Manager to enter into an agreement with Northern Arizona University for a compensated teaching position for the 2025-2026 academic year.

Councilmember White requested information regarding the job description be shared to provide additional transparency.

In response, Mr. Corbin noted a copy of the requested job description has been submitted to the City Clerk and City Council to be included in the record. He stated he will be a professor teaching human resources related matters for a small cohort of students who are completing their bachelor's degree in public administration. The course will be an in-person class in Tempe. The course will last eight weeks and will begin in January.

Councilmember Solorio requested a press release be submitted as this item is positive for the city as a whole.

Councilmember Garcia congratulated Mr. Corbin and supported Councilmember Solorio's suggestion for a press release.

Mayor Pineda expressed his gratefulness for hiring a City Manager and other staff who have the credentials and experience to receive such offers.

Councilmember Solorio moved to approve a request from the City Manager to enter into an agreement with Northern Arizona University for a compensated teaching position for the 2025-2026 academic year; Councilmember Garcia seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

4. ADJOURNMENT

There being no further business before the Council, Councilmember White moved to adjourn the Regular Meeting; Councilmember Conde seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Councilmember Conde	Aye
Councilmember Garcia	Aye
Councilmember Solorio	Aye
Councilmember Weise	Aye
Councilmember White	Aye
Vice Mayor Nielson	Aye
Mayor Pineda	Aye

The meeting was adjourned at 5:41 p.m.

Mike Pineda, Mayor

CERTIFICATION AND ATTESTATION

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 Avondale held on the 18th day of August 2025. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Sarmiento, City Clerk

Date Approved by City Council

ITEM NUMBER: 4.c.

SUBJECT: Series 4 (Wholesaler) Liquor License - FPR Distributing Co, Inc

MEETING DATE: 9/8/2025

TO: Mayor and Council

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

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 4 (Wholesaler) Liquor License submitted by Ryan Witner Anderson, authorizing the distribution of all types of liquor (beer, wine, and distilled spirits) to Arizona-licensed retailers at FPR Distributing Co, Inc., located at 1100 North 127th Avenue, Suite 100 aisle 101, in Avondale and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

A series 4 (Wholesaler) liquor license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers. FPR Distributing Co, Inc. is a new business that will be located at 1100 North 127th Avenue, Suite 100 Isle 101, in Avondale. Wholesaling is permitted within the planned area development (PAD).

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

The business does not have an active business license; however, they have been in contact with staff and the applicant has acknowledged the requirement.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending approval of a request to approve an application for a Series 4 (Wholesaler) Liquor License submitted by Ryan Witner Anderson to distribute all types of liquor (beer, wine, and distilled spirits) to Arizona-licensed retailers at FPR Distributing Co, Inc., located at 1100 North 127th Avenue, Suite 100 Isle 101.

Contact person for document distribution:

State of Arizona
Department of Liquor Licenses and Control

Created 07/25/2025 @ 09:06:06 AM

Local Governing Body Report

LICENSE

Number:		Type:	004 WHOLESALER
Name:	FPR DISTRIBUTING CO INC		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1100 N 127TH AVENUE SUITE 100 ISLE 101 AVONDALE, AZ 85323 USA		
Mailing Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA		
Phone:	(602)234-8763		
Alt. Phone:			
Email:	BCLIQUOR@BCATTORNEYS.COM		

AGENT

Name:	RYAN WITNER ANDERSON
Gender:	Male
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA
Phone:	(602)274-7611
Alt. Phone:	(602)234-8763
Email:	BCLIQUOR@BCATTORNEYS.COM

OWNER

600 th day
09-23-2025

Name: FPR DISTRIBUTING CO INC
Contact Name: RYAN WITNER ANDERSON
Type: CORPORATION
AZ CC File Number: 18252965 State of Incorporation: AZ
Incorporation Date: 02/13/2013
Correspondence Address: 1850 N CENTRAL AVENUE
#1700 C/O BURCH & CRACCHIOLO P.A.
PHOENIX, AZ 85004
USA
Phone: (602)274-7611
Alt. Phone:
Email: BCLIQUOR@BCATTORNEYS.COM

Officers / Stockholders

Name:	Title:	% Interest:
PATRICIA VICTORIA D'AQUINO RENNA	Director,Stockholder,VP/Treas	50.00
FABRIZIO RENNA	Director,Pres/Sec,Stockholder	50.00

**FPR DISTRIBUTING CO INC -
Director,Pres/Sec,Stockholder**

Name: FABRIZIO RENNA
Gender: Male
Correspondence Address: 1850 N CENTRAL AVENUE
#1700 C/O BURCH & CRACCHIOLO P.A.
PHOENIX, AZ 85004
USA
Phone: (626)665-2909
Alt. Phone:
Email: BCLIQUOR@BCATTORNEYS.COM

**FPR DISTRIBUTING CO INC -
Director,Stockholder,VP/Treas**

Name: PATRICIA VICTORIA D'AQUINO RENNA
Gender: Female
Correspondence Address: 1850 N CENTRAL AVENUE
#1700 C/O BURCH & CRACCHIOLO P.A.
PHOENIX, AZ 85004
USA
Phone: (626)422-9229
Alt. Phone:
Email: BCLIQUOR@BCATTORNEYS.COM

MANAGERS

Name: TIMOTHY MARK JOHNSON
Gender: Male
Correspondence Address: 1850 N CENTRAL AVENUE
#1700 C/O BURCH & CRACCHIOLO P.A.
PHOENIX, AZ 85004
USA
Phone: (623)329-9444
Alt. Phone:
Email: BCLIQUOR@BCATTORNEYS.COM

APPLICATION INFORMATION

Application Number: 353924
Application Type: New Application
Created Date: 07/14/2025

QUESTIONS & ANSWERS

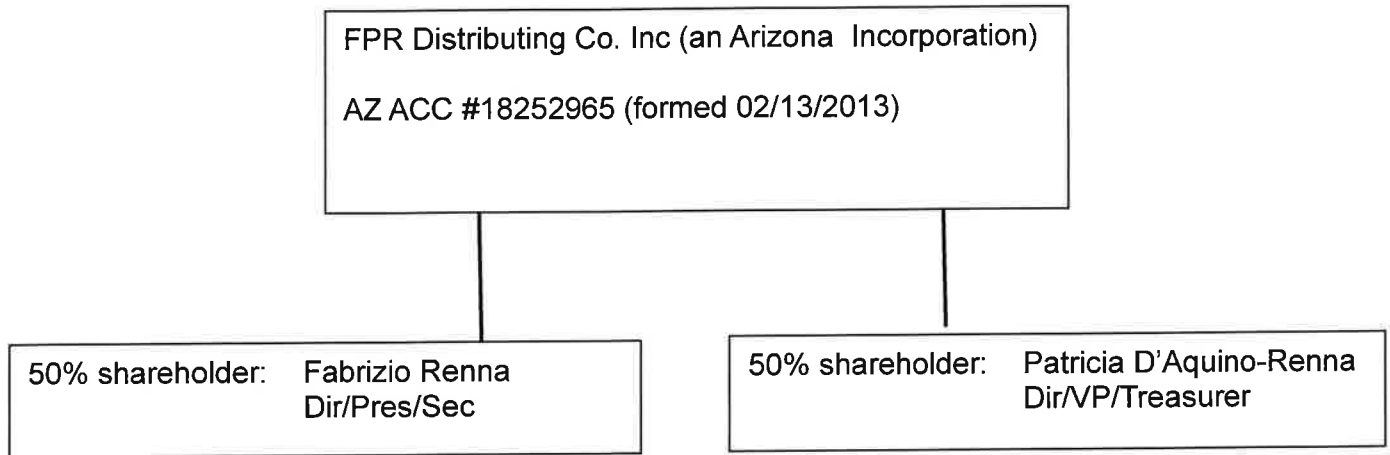
004 Wholesaler

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Eviction/loss of deposit
- 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
- 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
MISCELLANEOUS	Cover Letter - Application.pdf	07/14/2025
DIAGRAM/FLOOR PLAN	Diagram.pdf	07/14/2025
QUESTIONNAIRE	Fabrizio Renna PQ and Statement.pdf	07/14/2025
QUESTIONNAIRE	Patricia D'Aquino Renna PQ and Statement.pdf	07/14/2025
ORGANIZATIONAL DOCUMENTS	Org Chart.pdf	07/14/2025
ALIEN STATUS	Ryan W. Anderson Alien Status Form with DL.pdf	07/14/2025
QUESTIONNAIRE	Ryan W. Anderson PQ.pdf	07/14/2025
QUESTIONNAIRE	Timothy Johnson PQ and Training Certificates.pdf	07/14/2025
	Updated Diagram.pdf	07/23/2025

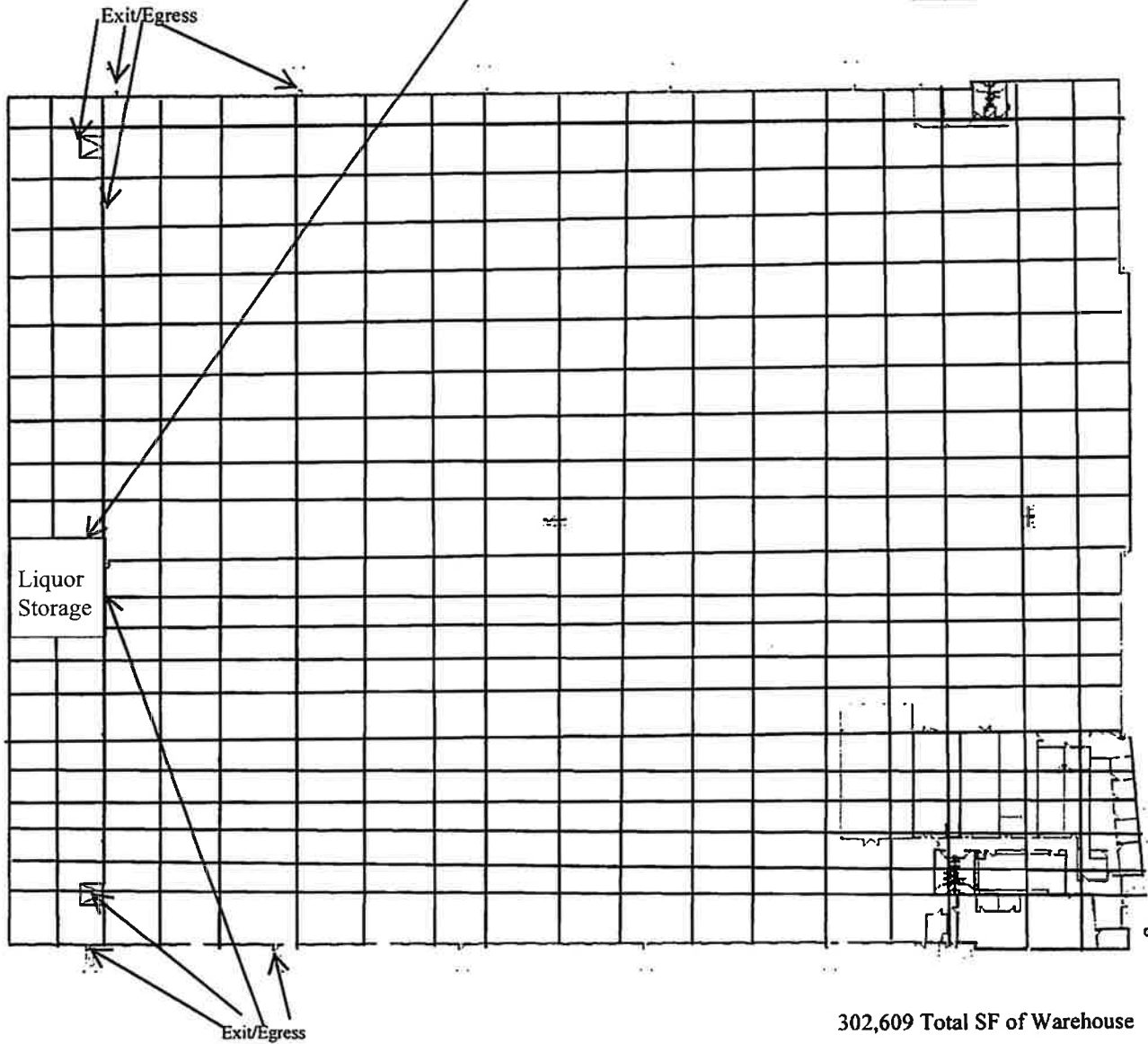
FPR Distributing Co, Inc.
Flow chart



FPR Distributing Co., Inc. 1100 N
127th Avenue, Suite 100
Isle 101
Avondale, AZ 85323
2,400 SF

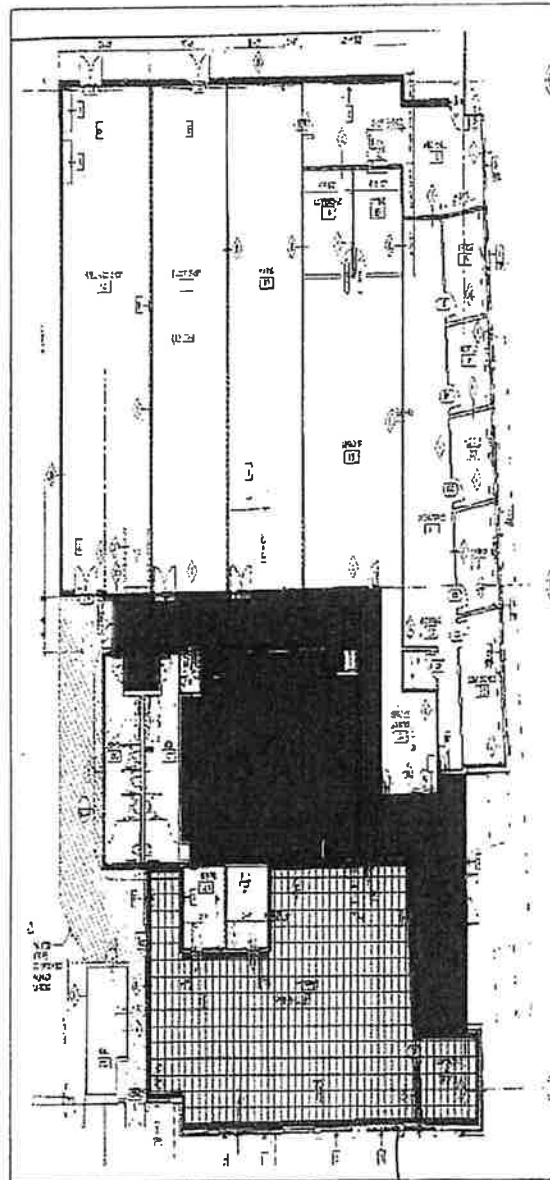
AMENDMENT

N →



302,609 Total SF of Warehouse

25 7 16 04. 04 06 49



FPR Distributing Co., Inc.
1100 N 127th Avenue, Suite 100
Isle 101
Avondale, AZ 85323
2,100 SF

LICENSE REVIEW FORM

Type of License	Series 4 - Wholesaler
Applicant's Name	Ryan Witney Anderson
Business Name	FPR Distributing Co, Inc.
Business Address	1100 N 127th Ave, Suite 100 Isle 101, Avondale, AZ 85323
Department Comments	
Wholesaling is permitted within this PAD.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 _____ E-Signature	Lead Senior Planner _____ Title
Joshua Orton _____ Name	Aug 4, 2025 _____ Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/11/2025

LICENSE REVIEW FORM

Type of License	Series 4 - Wholesaler
Applicant's Name	Ryan Witney Anderson
Business Name	FPR Distributing Co., Inc
Business Address	1100 N 127th Ave, Suite 100 Isle 101, Avondale, AZ 85323
Department Comments	
Applicant has not applied for a business license and no business application on file.	
☐ Police Department☐ Fire Department ☐ Development Services☒ Finance Department	
☒ Approved☐ Denied	
 vianca garcia (Aug 25, 2025 15:36:39 PDT) E-Signature Vianca Garcia Name	Customer Service Representative Title 08/25/2025 Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	Series 4 - Wholesaler
Applicant's Name	Ryan Witney Anderson
Business Name	FPR Distributing Co, Inc.
Business Address	1100 N 127th Ave, Suite 100 Isle 101, Avondale, AZ 85323
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u><i>L.Scott Miller</i></u> L.Scott Miller (Aug 14, 2025 11:19:12 PDT)	Fire Marshal
E-Signature	Title
<u>L.Scott Miller</u>	<u>Aug 14, 2025</u>
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/11/2025

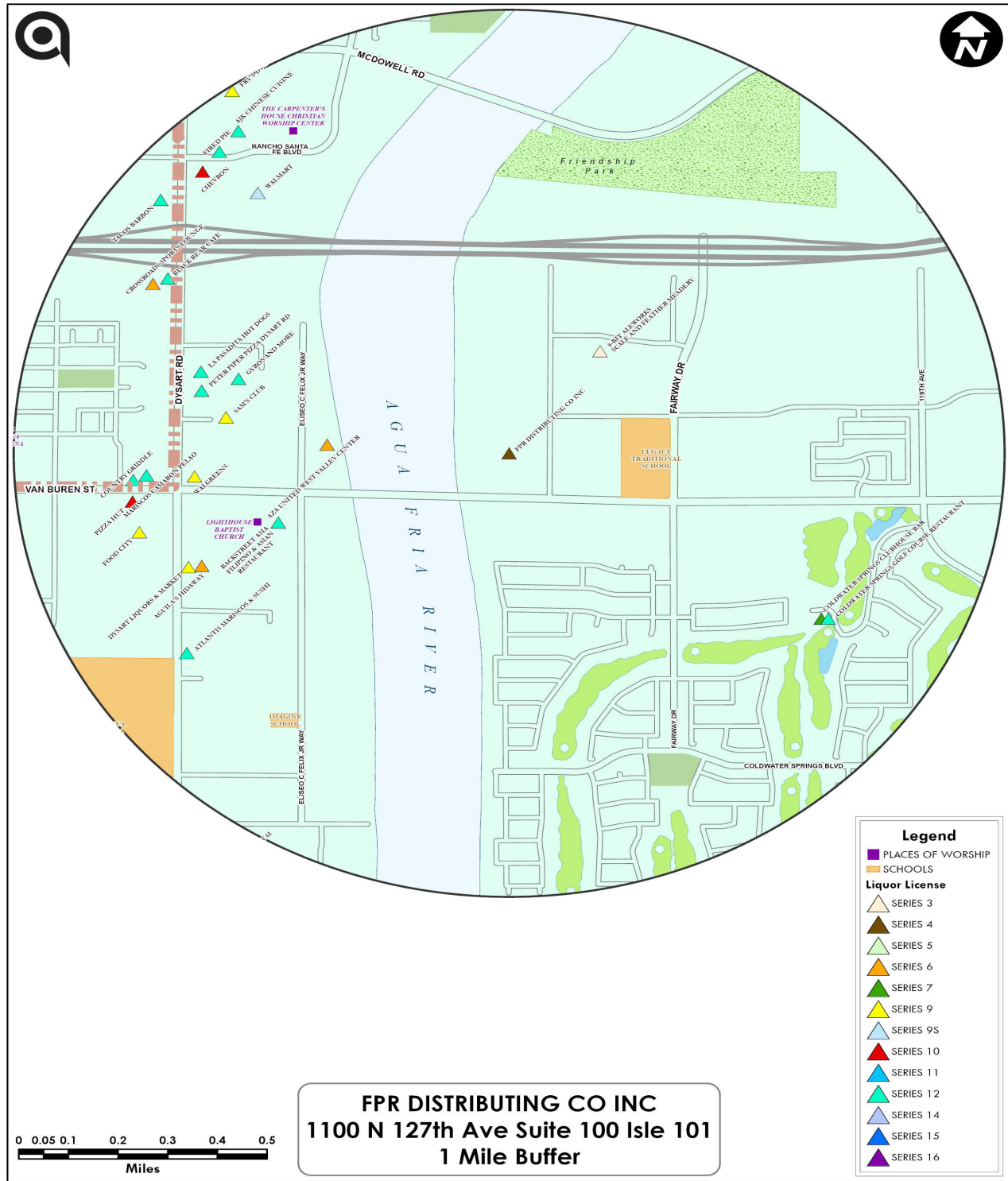
LICENSE REVIEW FORM

Type of License	Series 4 - Wholesaler
Applicant's Name	Ryan Witney Anderson
Business Name	FPR Distributing Co, Inc.
Business Address	1100 N 127th Ave, Suite 100 Isle 101, Avondale, AZ 85323
Department Comments	
No concern	
☒ Police Department ☐ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Varney Lopez</u> Varney Lopez (Aug 14, 2025 13:23:18 PDT)	Lieutenant
E-Signature	Title
Varney Lopez	Aug 14, 2025
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/11/2025

GIS MAP



ITEM NUMBER: 4.d.

SUBJECT: Series 10 (Beer and Wine Store) Liquor License - Awesome Convenience & More

MEETING DATE: 9/8/2025

TO: Mayor and Council

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

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Craig Miller to sell beer and wine at Awesome Convenience & More located at 10565 West Indian School Road #100, in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Awesome Convenience & More is a new business to be located at 10565 West Indian School Road #100, in Avondale. The business originally applied for a Series 10 (Beer and Wine Store) liquor license on June 26, 2023, for a previous location at 10585 West Indian School Road #102. At that time, City staff recommended that the City Council forward a recommendation of denial to the Arizona Department of Liquor Licenses and Control due to zoning restrictions. Since then, the business has relocated and is submitting a new application. The current application has been reviewed by staff, and there are no concerns at this time.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Arizona Department of Liquor License and Control has accepted the submitted application as complete. The Police, Fire, Development Services and Finance Departments have reviewed the application and are recommending approval. Their comments are attached.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending approval of a request to approve an application for a Series 10 (Beer and Wine Store) Liquor License submitted by Jeffrey Craig Miller to sell beer and wine at Awesome Convenience & More, located at 10565 West Indian School Road #100, in Avondale.

Contact person for document distribution:

State of Arizona
Department of Liquor Licenses and Control

Created 07/17/2025 @ 02:11:50 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	AWESOME CONVENIENCE & MORE	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	10565 W INDIAN SCHOOL ROAD #100 AVONDALE, AZ 85392 USA	
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA	
Phone:	(480)730-2675	
Alt. Phone:	(928)200-0702	
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:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	MP ENTERPRISE AVONDALE 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:	
Email:	LIQUORLICENSE@AZLIC.COM

both Day: 9/15/25

Officers / Stockholders

Name:	Title:	% Interest:
MANISH PUSHYE	MEMBER	50.00
ARCHANA SAININ	MEMBER	50.00

MP ENTERPRISE AVONDALE LLC - MEMBER

Name: MANISH PUSHYE
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (781)964-4672
Alt. Phone:
Email: [REDACTED]

MP ENTERPRISE AVONDALE LLC - MEMBER

Name: ARCHANA SAININ
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (928)287-0945
Alt. Phone:
Email: [REDACTED]

MANAGERS

Name: RAYMUNDO FEDERICO DIAZ
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (623)242-4484
Alt. Phone:
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 350719
Application Type: New Application
Created Date: 06/09/2025

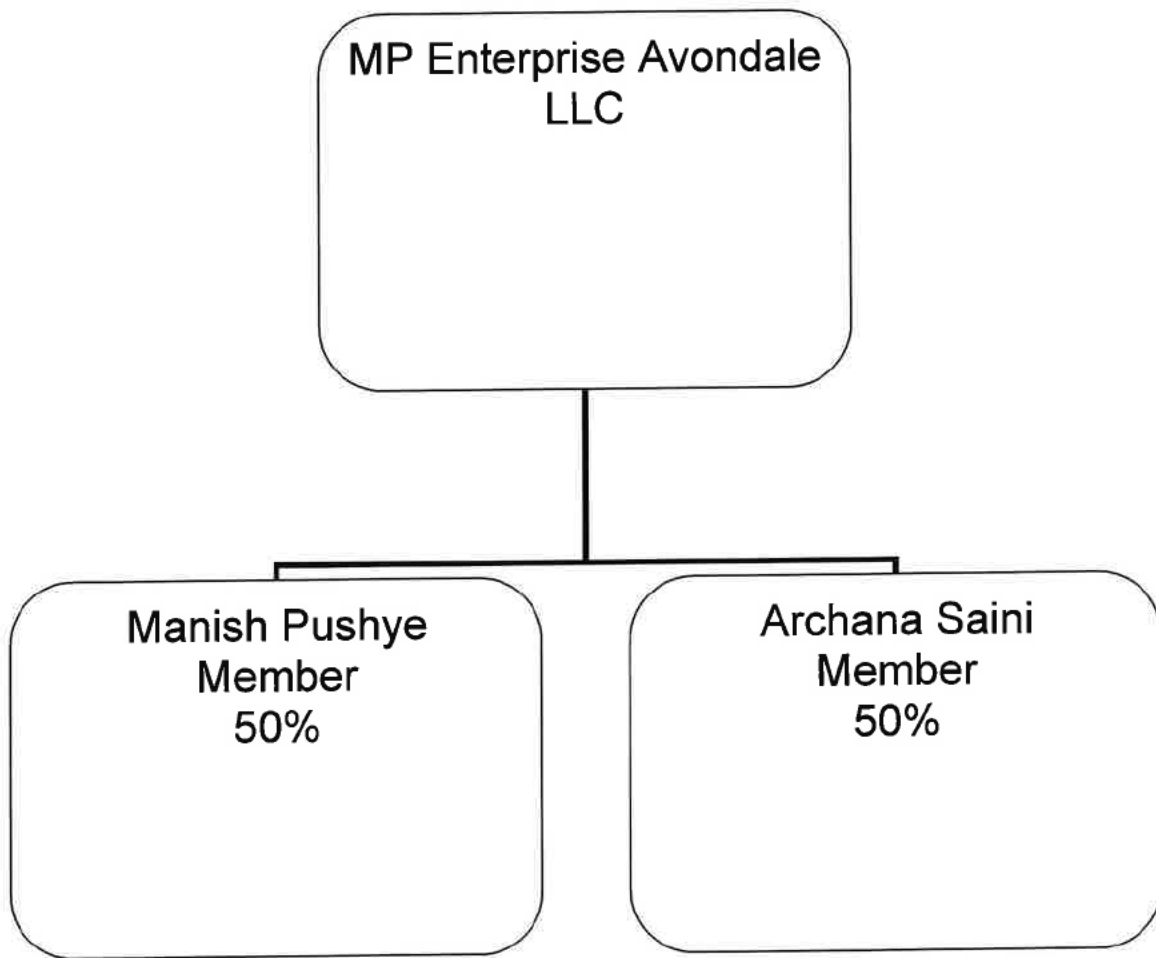
QUESTIONS & ANSWERS**010 Beer and Wine Store**

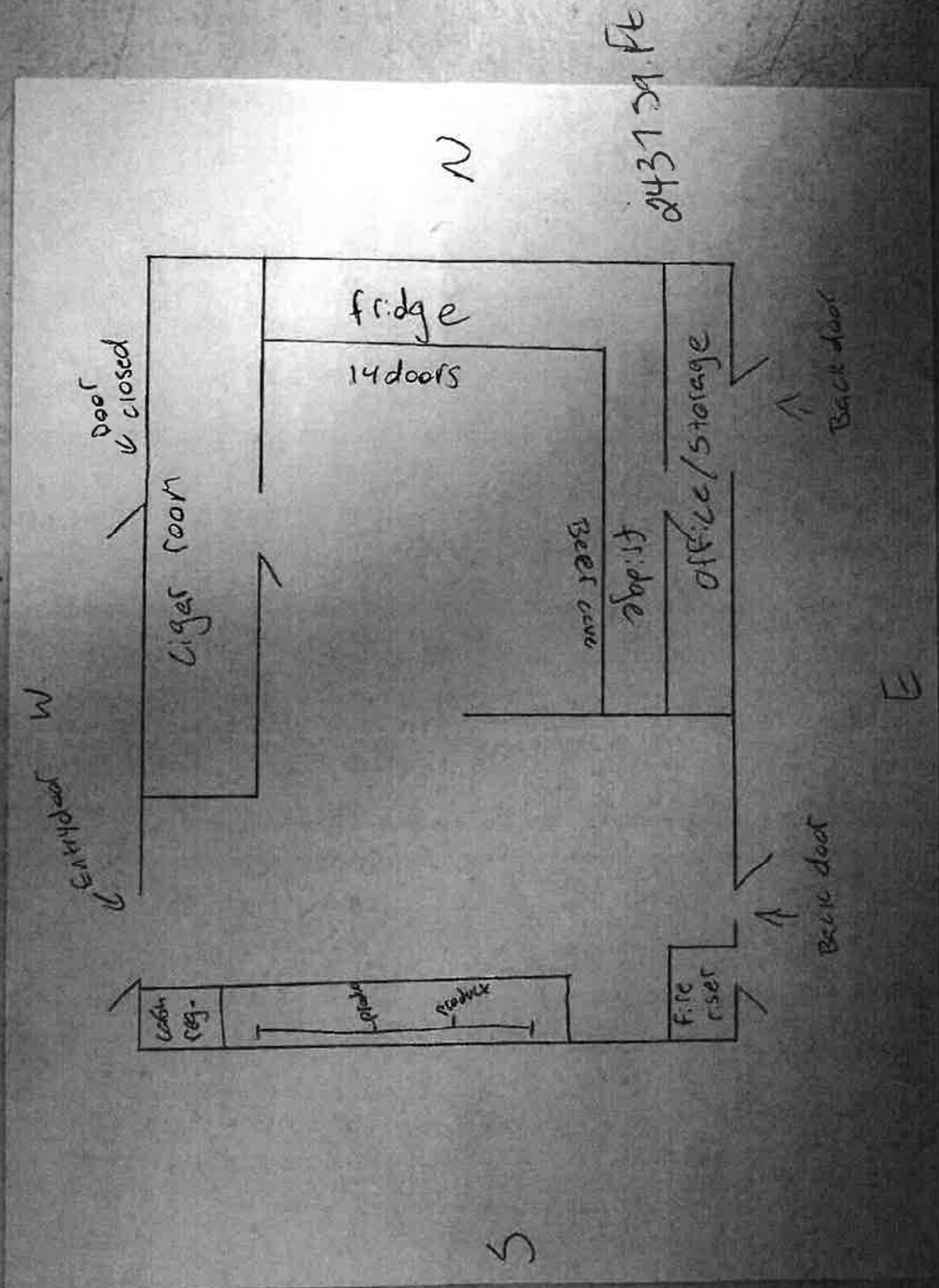
- 1) Are you applying for an Interim Permit (INP)?
No

- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
Garden Lakes Elementary School 2,378 Ft
10825 W Garden Lakes Pkwy
Avondale AZ 85392
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Tenant
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
owe term
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) 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	06/11/2025
MISCELLANEOUS	craig dl.jpg	06/11/2025
QUESTIONNAIRE	awesome archani.pdf	06/11/2025
QUESTIONNAIRE	awesome craig.pdf	06/11/2025
DIAGRAM/FLOOR PLAN	awesome diagram.pdf	06/11/2025
QUESTIONNAIRE	awesome manish.pdf	06/11/2025
QUESTIONNAIRE	awesome ray.pdf	06/11/2025
	awesome.doc	07/07/2025
	craig signed statement.pdf	07/07/2025
	manish.pdf	07/07/2025





LICENSE REVIEW FORM

Type of License	10 Beer and Wine
Applicant's Name	Jeffrey Craig Miller
Business Name	Awesome Convenience & More
Business Address	10565 W Indian School Rd #100 Avondale, AZ 85392
Department Comments	
Approved for retail sales of beer and wine only. No liquor sales are permitted.	
☐ Police Department ☒ Development Services ☐ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
<i>Joshua T Orton</i> _____ E-Signature Joshua Orton _____ Name	Lead Senior Planner _____ Title Jul 28, 2025 _____ Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	Series 10 - Beer and Wine Store
Applicant's Name	Jeffrey Craig Miller
Business Name	Awesome Convenience & More
Business Address	10565 W Indian School Road #100, Avondale, AZ 85392
Department Comments	
Business has active business license.	
☐ Police Department☐ Fire Department ☐ Development Services☒ Finance Department	
☒ Approved☐ Denied	
 Finance & Budget Business License (Aug 28, 2025 17:05:53 PDT) E-Signature	CSR Title
SELENE GARCIA Name	08/28/2025 Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/28/2025

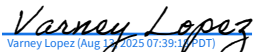
LICENSE REVIEW FORM

Type of License	10 Beer and Wine
Applicant's Name	Jeffrey Craig Miller
Business Name	Awesome Convenience & More
Business Address	10565 W Indian School Rd #100 Avondale, AZ 85392
Department Comments	
approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>L.Scott Miller</u> L.Scott Miller (Jul 31, 2025 11:14:52 PDT)	Fire Marshal
E-Signature	Title
<u>L.Scott Miller</u>	<u>Jul 31, 2025</u>
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	10 Beer and Wine
Applicant's Name	Jeffrey Craig Miller
Business Name	Awesome Convenience & More
Business Address	10565 W Indian School Rd #100 Avondale, AZ 85392
Department Comments	
No concern	
☒ Police Department ☐ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Varney Lopez (Aug 13, 2025 07:39:17 PDT)	Lieutenant
E-Signature	Title
Varney Lopez	Aug 13, 2025
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

ITEM NUMBER: 4.e.

SUBJECT: Series 12 (Restaurant) and Series 7 (Beer and Wine Bar) Liquor License - Cooper's Hawk Winery & Restaurant

MEETING DATE: 9/8/2025

TO: Mayor and Council

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

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of: a) an application for a Series 12 (Restaurant) Liquor License; b) an application for a Series 7 (Beer and Wine Bar) Liquor License submitted by Jeffrey Craig Miller for the sale of alcohol at Cooper's Hawk Winery & Restaurant located at 10525 West McDowell Road in Avondale; and c) authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Cooper's Hawk Winery & Restaurant is a new restaurant to be located at 10525 West McDowell Road in Avondale. Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 (Restaurant) liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas. As required in the State Statute for Series 7 (Beer and Wine Bar) liquor licenses, there are no churches, schools, or fenced recreational areas associated with schools located within 300 feet of the property.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Arizona Department of Liquor License and Control has accepted the submitted applications as complete. The Police, Fire, Development Services and Finance Departments have reviewed the applications and are recommending approval. Their comments are attached.

The location is currently under construction; therefore, they do not have an active business license yet.

BUDGET IMPACT:

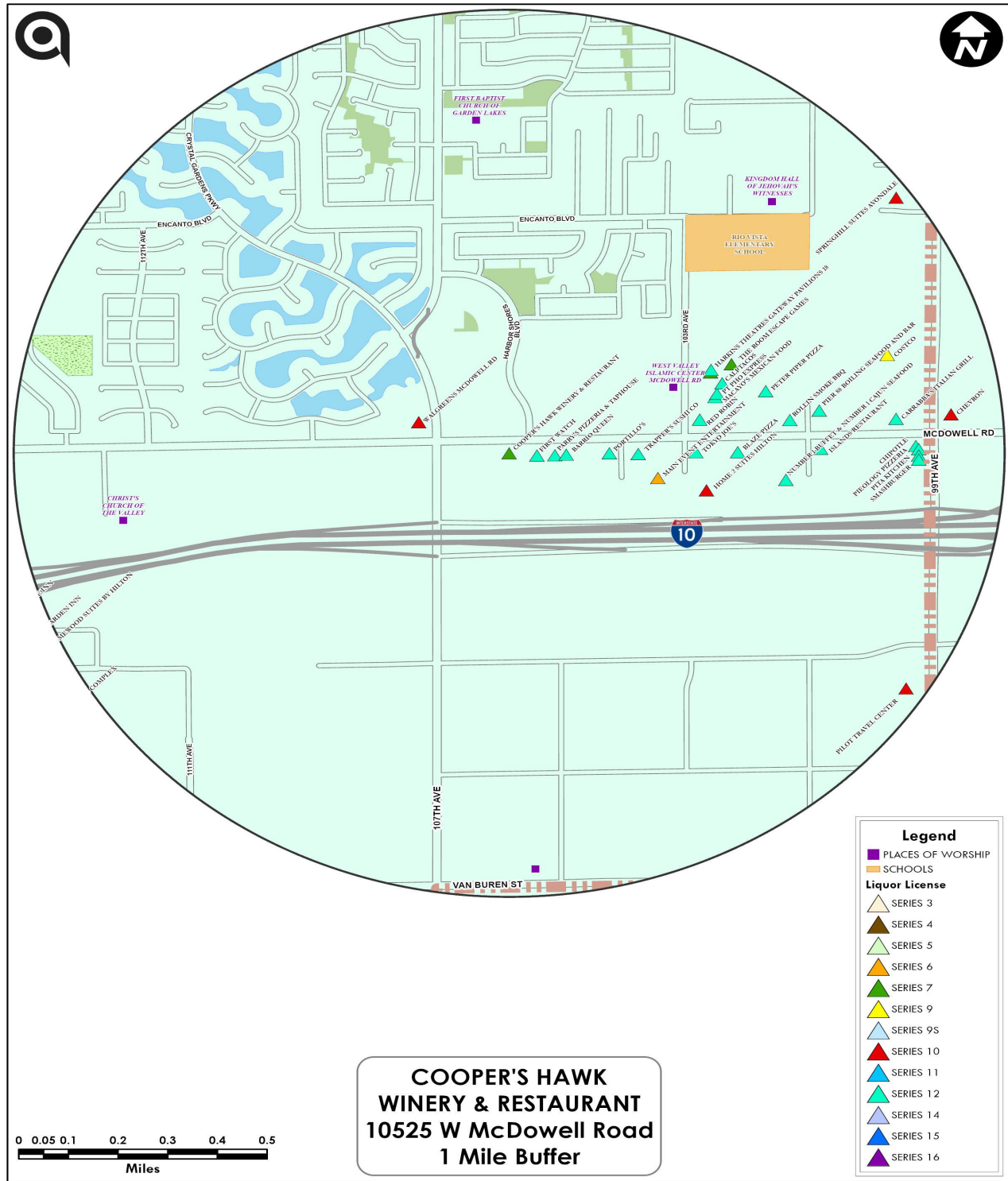
The liquor license fees in the amount of \$500 have been paid in full (\$250 per application).

RECOMMENDATION:

Staff are recommending that City Council recommend approval to the Arizona Department of Liquor License and Control of: (a) an application for a Series 12 (Restaurant) Liquor License; (b) an application for a Series 7 (Beer and Wine Bar) submitted by Jeffrey Craig Miller for the sale of alcohol at Cooper's Hawk Winery & Restaurant located at 10525 West McDowell Road in Avondale; and (c) authorize the City Clerk to execute the necessary documents.

Contact person for document distribution: Emily Soria

GIS MAP



**State of Arizona
Department of Liquor Licenses and Control**

Created 07/22/2025 @ 04:04:36 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	COOPER'S HAWK WINERY & RESTAURANT		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	10525 W MCDOWELL ROAD AVONDALE, AZ 85392 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(623)473-9463		
Alt. Phone:	(480)730-2675		
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:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	COOPER'S HAWK SCOTTSDALE LLC	
Contact Name:	KRYSTAL NICHOL BROWN	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	1914195	State of Incorporation: AZ
Incorporation Date:	10/29/2018	
Correspondence Address:	1155 W ELLIOT ROAD UNIT 2088 TEMPE, AZ 85284 USA	
Phone:	(213)516-4050	
Alt. Phone:		
Email:	KRYSTAL@LIQUORLICENSE.COM	

60th day - 09/20/2025
103rd day - 10/10/2025

Name: COOPER'S HAWK INTERMEDIATE HOLDINGS LLC MEMBER
Title:

% Interest:
100.00

CHWR PARENT INC - Shareholder

Name: CHWR GROUP LP
Contact Name: JEFFREY CRAIG MILLER
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: RHONDA@AZLIC.COM

COOPER'S HAWK INTERMEDIATE HOLDINGS LLC - Shareholder

Name: CHWR PARENT INC
Contact Name: JEFFREY CRAIG MILLER
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: RHONDA@AZLIC.COM

CHWR GROUP LP - General Partner

Name: CHWR GROUP GP 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:
Email: LIQUORLICENSE@AZLIC.COM

CHWR GROUP LP - Limited Partner

Name: ARES CORPORATE OPPORTUNITIES FUND V. LP AN SEC-REGULATED
INVESTMENT FUND
Contact Name: JEFFREY CRAIG MILLER
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

COOPER'S HAWK SCOTTSDALE LLC - MEMBER

Name: COOPER'S HAWK INTERMEDIATE 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:
Email: LIQUORLICENSE@AZLIC.COM

COOPER'S HAWK INTERMEDIATE HOLDINGS LLC - CEO CHWR PARENT INC - CEO CHWR GROUP LP - CEO CHWR GROUP GP LLC - CEO

Name: TIMOTHY MICHAEL MCENERY
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (331)233-2920
Alt. Phone:
Email:

MANAGERS

Name: TIMOTHY MICHAEL MCENERY
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (331)233-2920
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 352146
Application Type: New Application
Created Date: 06/30/2025



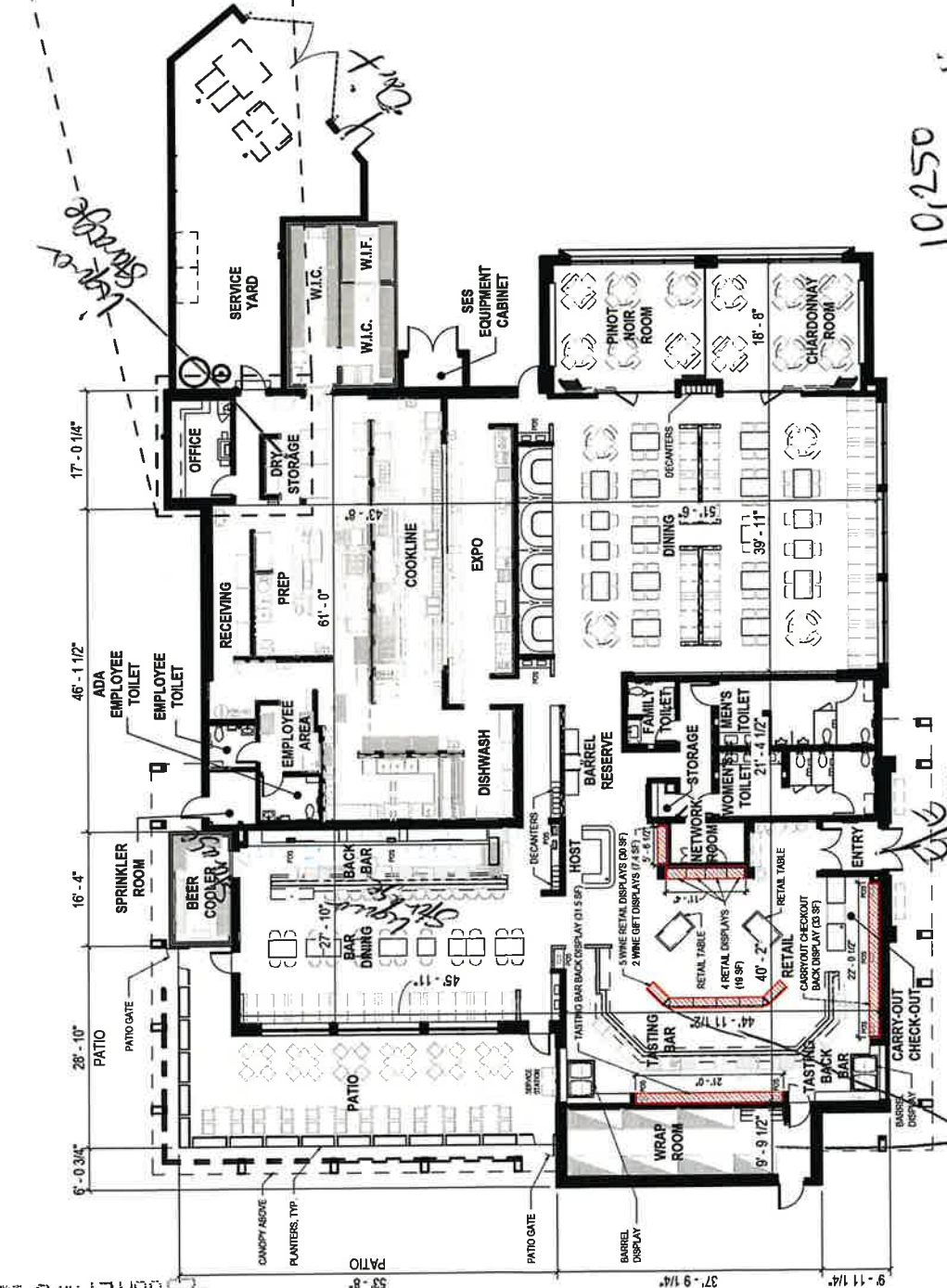
QUESTIONS & ANSWERS

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
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
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
12/01/2025
- 9) What type of business will this license be used for?
RESTAURANT W/RETAIL STORE

The floor plan illustrates the layout of the equipment platform. Key features include:

- Water Heaters:** Located in the upper left corner.
- Roof Access:** Indicated by a door symbol in the upper left.
- Back Door:** Located in the upper center.
- Ladder:** Positioned in the upper center, adjacent to the back door.
- Equipment Platform:** The central area containing various equipment.
- Electrical Panels:** Located in the lower right area.
- Equipment Platform:** A large area on the right side of the plan.



WINE DISPLAY SOFT	
TASTING BACK DISPLAY	31.5 SF
CHECK-OUT BACK DISPLAY	33 SF
WINE GIFT DISPLAY	7.4 SF
WINE DISPLAY	30 SF
TOTAL SQUARE FOOTAGE:	101.9 SF

INTERIOR SEATING	
DINING	136 SEATS (40 TABLES)
PRIVATE DINING	48 SEATS (12 TABLES)
BAR/BAR DINING	62 SEATS (15 TABLES)
TOTAL INTERIOR:	246 SEATS (67 TABLES)
EXTERIOR SEATING	
PATIO DINING	48 SEATS (12 TABLES)
TOTAL:	294 SEATS (79 TABLES)

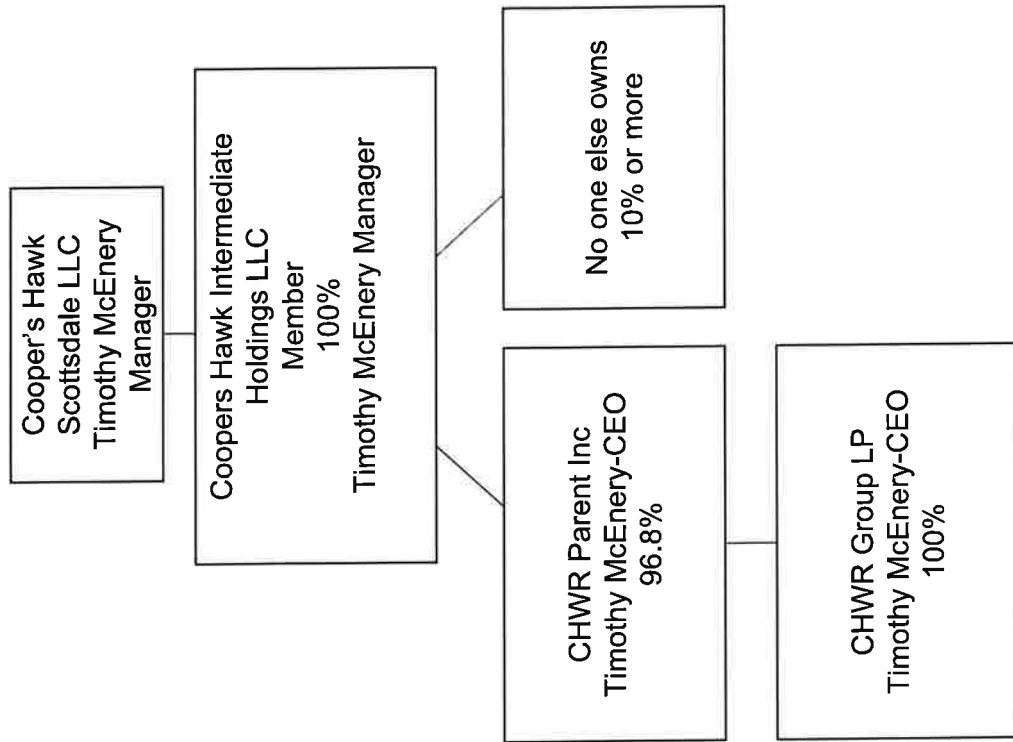
$$\begin{array}{r} 10,250 \\ 827 \overline{) 827} \text{ ratio} \\ \hline 1107759 \text{ ft} \end{array}$$

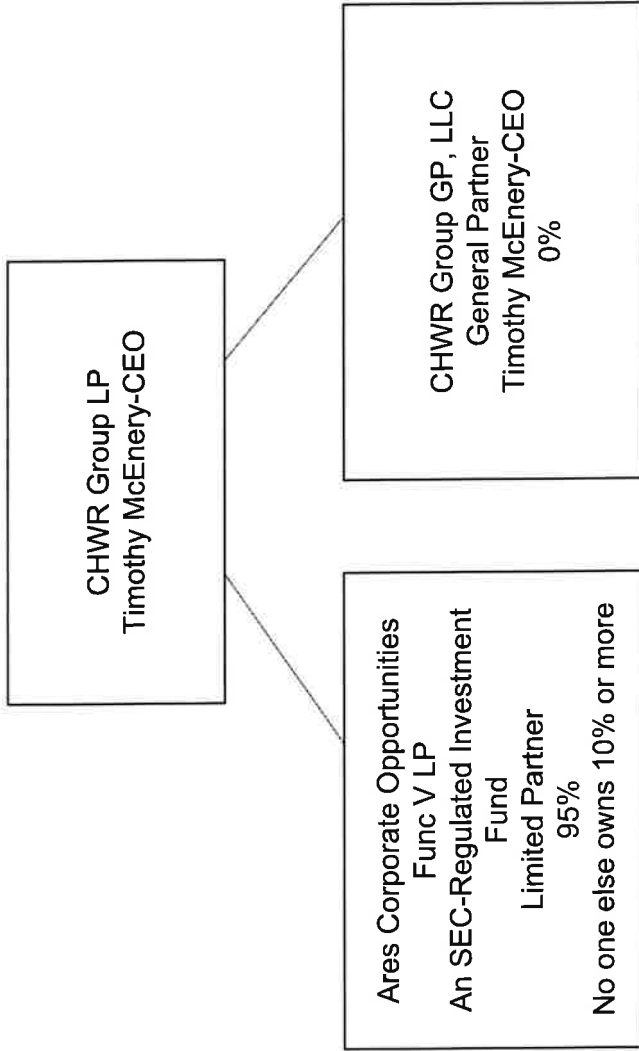

LL-1

FLOOR PLAN-SEATING PLAN

AVONDALE, AZ | October 30, 2024

aria
GROUP







RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with **Black Ink**

1. Name of restaurant (Please print): Cooper's Hawk Winery & Restaurant

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Jade Range JMRH-6/Vulcan VCCG36-AC
Oven	Southbend 2 decks model 270
Freezer	Kolpak walk in 26 gallons
Refrigerator	Kolpak custom 26 gallons
Sink	Custom Fab 2 comp/hand sink/mop sink
Dish Washing Facilities	Ecolab/ULT dish Machine
Food Preparation Counter (Dimensions)	SS tables totaling 1300 sq ft
Other	

3. Attach a copy of your FULL menu with pricing **INCLUDING 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.) 32 %

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?) 9 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [184]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+62]

TOTAL [= 246]

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.)

9 Flat Screen TV's

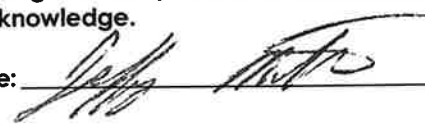
9. Do you have live entertainment or dancing? ☐ YES ☒ No

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	45
Bartenders	6
Hostesses	10
Managers	6
Servers	46
Other (Tasting Room)	12
Other (Dishwasher)	10
Other (House Worker)	10

I, (Print Full Name) **Jeffrey C 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 and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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

Type or Print with **Black Ink**

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:

Cooper's Hawk Winery & Restaurant

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

I, (Print Full Name) Jeffrey C 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 and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

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



COOPER'S HAWK
WINERY & RESTAURANTS

APPETIZERS

ASIAN AHI TUNA SASHIMI* BIN 75

Served Raw, Ponzu-Ginger Vinaigrette, Avocado, Radish, Wasabi Cream, Sriracha 12.99

MEXICAN DRUNKEN SHRIMP GF BIN 31

Bacon-Wrapped Shrimp, Tequila Lime Butter Sauce, Fresh Guacamole 14.99

THAI LETTUCE WRAPS GF BIN 77

Sweet Chili-Glazed Chicken, Asian Cabbage Slaw with Pineapple, Crunchy Wontons, Bibb Lettuce, Sesame Ginger, Cashew and Lime Chili Sauces 15.99

CRISPY BRUSSELS SPROUTS BIN 72

Cashews, Mint, Sweet Thai Chili, Sesame-Sriracha Aioli 12.99

CHICKEN POTSTICKERS BIN 73

Sweet and Spicy Mustard, Ginger Soy Sauce 10.99

CLASSIC TOMATO BRUSCHETTA GF BIN 71

Burrata, Basil, Extra Virgin Olive Oil, Arugula, Balsamic Glaze 9.99

HOUSE-MADE MEATBALLS BIN 90

Rich Tomato Sauce, Burrata Dolce, Basil, Extra Virgin Olive Oil, Grilled Polenta Crostini 12.99

OVER THE BORDER EGG ROLLS BIN 71

House-Made with Southwest Chicken, Corn, Black Beans, Cilantro, and Cheese; Tomatillo Salsa, Cilantro Ranch, and Cashew Dipping Sauces 13.99

CAPRESE FLATBREAD GF BIN 71

Ripe Tomato, Mozzarella, Red Onion, Pesto, Basil, Balsamic Glaze 9.99
Our pesto contains walnuts.

ROASTED VEGETABLE & GOAT CHEESE FLATBREAD GF BIN 85

Mozzarella, Roasted Grape Tomatoes, Pesto, Basil, Balsamic Glaze 11.99
Our pesto contains walnuts.

ITALIAN SAUSAGE & WHIPPED BURRATA FLATBREAD BIN 41

Giardiniera, Pesto, Mozzarella, Grated Parmesan 10.99
Our pesto contains walnuts.

APPETIZER SALADS

PLAIN OL' HOUSE GF / GF BIN 78

Cucumber, Carrot, Tomato, Croutons, Dressing on the Side 6.99

CAESAR BIN 70

Romaine, Shaved Parmesan, Polenta Crisps, Creamy Caesar Pesto Dressing 7.99
Our pesto contains walnuts.

CHOPPED WEDGE GF / GF without bacon BIN 31

Applewood Smoked Bacon, Bleu Cheese, Red Onion, Sweet Grape Tomatoes, Italian Vinaigrette, Bleu Cheese Dressing 9.99

SHAVED BRUSSELS SPROUTS GF / GF BIN 78

Extra Virgin Olive Oil, Shaved Parmesan, Lemon, Marcona Almonds, Balsamic Glaze 8.99

SOUP

CRAB & LOBSTER BISQUE BIN 74 Cup 7.99 | Bowl 8.99

TORTILLA SOUP BIN 76 Cup 5.99 | Bowl 6.99

CHOPPED SALADS & COMBINATIONS

BBQ RANCH CHICKEN GF BIN 97

Tomato, Cucumber, Avocado, Cheddar, Corn and Black Bean Relish, Cilantro, Crispy Onion Strings, Tortilla Strips, Ranch Dressing, BBQ Sauce 15.99

NAPA CHICKEN GF / GF without chicken BIN 75

Apple, Goat Cheese, Dried Cherry, Corn, Avocado, Toasted Marcona Almonds, Cilantro, Tomato, Honey Mustard Vinaigrette 16.99

BLACKENED BLEU SKIRT STEAK* GF BIN 84

Applewood Smoked Bacon, Bleu Cheese, Red Onion, Sweet Grape Tomatoes, Italian Vinaigrette, Bleu Cheese Dressing 19.99

GRILLED CHICKEN CAESAR BIN 70

Romaine, Shaved Parmesan, Polenta Crisps, Creamy Caesar Pesto Dressing 14.99
Our pesto contains walnuts.

MEDITERRANEAN WITH SHRIMP GF BIN 78

Cucumber, Red Onion, Asparagus, Kalamata Olives, Zesty Giardiniera, Sweet Grape Tomatoes, Feta Cheese, Polenta Crisps, Mediterranean Vinaigrette 16.99

SOUP & SALAD COMBINATION 13.99

Soup: Crab & Lobster Bisque • Tortilla Soup

Salad: Plain Ol' House • Chopped Wedge • Caesar • Shaved Brussels Sprouts
Our pesto contains walnuts.

FLATBREAD & SALAD COMBINATION 15.99

Flatbread: Caprese • Roasted Vegetable & Goat Cheese •

Italian Sausage & Whipped Burrata

Salad: Plain Ol' House • Chopped Wedge • Caesar • Shaved Brussels Sprouts
Our pesto contains walnuts.

BEEF & PORK

CHURRASCO GRILLED STEAK* BIN 96

Chimichurri Rubbed Skirt Steak, Cilantro-Lime Aioli, Parmesan Fries, Oven-Roasted Vegetables 30.99

BOURBON LACQUERED BBQ PORK CHOP BIN 95

Boneless Loin, Chipotle Mashed, Tomato-Braised Kale, Buttermilk Onion Rings 26.99

RED WINE BRAISED SHORT RIBS BIN 82

Oven-Roasted Vegetables, Mary's Potatoes, Grainy Dijon Mustard Butter, Crispy Onion Strings 29.99

TRIO OF MEDALLIONS* BIN 80

Horseradish, Bleu Cheese, and Parmesan-Crusted Filet Medallions, Mary's Potatoes, Asparagus 33.99

FILET MIGNON* GF BIN 89

Steak Butter, Crispy Onion Strings, Grilled Broccoli, Choice of Side 36.99

Add a Bleu Cheese, Horseradish, or Parmesan Crust to any steak for 2.99

SEAFOOD

PARMESAN-CRUSTED SHRIMP SCAMPI BIN 79

Capellini, San Marzano Garlic Broth, Sweet Tomato Basil Relish, Pesto Oil 21.99
Our pesto contains walnuts.

SOY GINGER ATLANTIC SALMON* BIN 31

Wasabi-Buttered Mashed, Asian Slaw 26.99

POTATO-CRUSTED SCALLOPS GF BIN 74

Brussels Sprouts Salad, Candied Applewood Bacon, Grainy Dijon Mustard Butter, Shaved Parmesan, Toasted Pistachios 28.99

PAN-ROASTED BARRAMUNDI GF BIN 73

Blistered Green Beans, Grape Tomatoes, Ginger Rice, Thai Lemongrass Sauce 25.99

SEARED ATLANTIC SALMON* GF BIN 31

Sautéed Spinach, Oven-Roasted Yukon Gold Potatoes, Sweet San Marzano Tomato Sauce 26.99

PISTACHIO-CRUSTED GROUPER GF BIN 74

Mustard Sauce, Mary's Potatoes, Asparagus 27.99

JAMBALAYA BIN 75

Chicken, Shrimp, Andouille, Onion, Tomato, Peppers, Jasmine Rice 20.99

BLACKENED AHI TUNA* BIN 77

Seared Rare with Wasabi Sauce, Cilantro Citrus Rice, Asian Slaw 28.99

CHICKEN

ELLIE'S CHICKEN PICCATA GF BIN 71

Lemon Butter Caper Sauce, Angel Hair Pasta 18.99

DANA'S PARMESAN-CRUSTED CHICKEN GF BIN 79

Tomato Basil Relish, Lemon Butter, Betty's Potatoes, Garlic Green Beans 19.99

COOPER'S HAWK CHICKEN GIARDINIERA GF BIN 70

Parmesan-Breaded Chicken, House-Made Pickled Vegetables, Shaved Parmesan, Mary's Potatoes 18.99

CHICKEN MADEIRA GF BIN 90

Mushroom, Fontina, Mary's Potatoes, Asparagus 20.99

SURF & TURF

Served with Oven-Roasted Vegetables and Mary's Potatoes.

CHOOSE ONE

Bourbon Lacquered BBQ Pork Chop 29.99

Parmesan-Crusted Filet Medallions* 33.99

Churrasco Grilled Steak* 33.99

CHOOSE ONE

Soy Ginger Atlantic Salmon* • Pistachio-Crusted Grouper

Mexican Drunken Shrimp • Blackened Ahi Tuna* • Potato-Crusted Scallops

SIGNATURE SIDES 4.99 Each

Wasabi-Buttered Mashed Potatoes GF

Mary's Potatoes GF

Whipped Potatoes, Butter, Cream

Betty's Potatoes

Shredded Potatoes, White Cheddar, Scallions

Tomato-Braised Kale GF

Oven-Roasted Vegetables GF

Asparagus GF

Grilled Broccoli GF

Asian Slaw GF

Shaved Cabbage, Cilantro, Creamy Dressing

Cooper's Hawk Favorites | Vegetarian | GF Can be made Gluten-Free upon request

*These items may contain raw or undercooked ingredients.

Consumer Advisory: The Department of Public Health advises that eating raw or undercooked meat, poultry, eggs, or seafood poses a health risk to everyone, but especially to the elderly, young children under age 4, pregnant women, and other highly susceptible individuals with compromised immune systems. Thorough cooking of such animal foods reduces the risk of illness.



COOPER'S HAWK
WINERY & RESTAURANTS

PASTA & RISOTTO

COUNTRY RIGATONI # BIN 87

Italian Sausage, Mushroom, Chicken, Roasted Grape Tomatoes, Herbs,
Tomato Garlic Cream Sauce 20.99

KEATON'S SPAGHETTI & HOUSE-MADE MEATBALLS BIN 91

Bucatini Pasta, Rich Tomato Bolognese, Burrata Dolce, Basil,
Extra Virgin Olive Oil 18.99

GNOCCHI CARBONARA # BIN 74

Pancetta, Chicken, Sage, Peas, Parmesan Garlic Cream Sauce 22.99

SHRIMP & SCALLOP RISOTTO # BIN 30

Sweet Corn, Asparagus, Peas, Spinach, Parmesan, White Truffle Oil 28.99

BRAISED SHORT RIB RISOTTO # # BIN 82

Roasted Mushroom, Sweet Onion, White Wine, Shaved Parmesan,
White Truffle Oil 27.99

SWEET CORN & TOMATO RISOTTO # # BIN 91

Peas, Shiitake Mushrooms, Roasted Peppers, Spinach, Stracciatella, Pesto Oil 20.99
Our pesto contains walnuts.

ROASTED CHICKEN RISOTTO # BIN 76

Sweet Corn, Peas, Shiitake Mushrooms, Spinach, Oven-Roasted Tomatoes,
Stracciatella, Pesto Oil, Crispy Pancetta 22.99
Our pesto contains walnuts.

BURGERS & SANDWICHES

Served with your choice of Seasoned Fries, Fresh Fruit, or Asian Slaw.

CLASSIC CHEESEBURGER* # BIN 95

Lettuce, Tomato, Choice of Cheese, Seasoned Mayo, Crispy Onion Strings 13.99

BLEU CHEESE & CRISPY ONION BURGER* BIN 99

Bleu Cheese, Lettuce, Tomato, Chipotle Mayo, Crispy Onion Strings 14.99

TURKEY BURGER # BIN 97

Fresh Ground All-Natural Turkey, Herbs, Lemon, Lettuce, Tomato, Red Onion,
Seasoned Mayo 14.99

THE LEONARD BURGER* # BIN 99

A Tribute to Founder Tim McEnery's Father — Double Patty, Signature Sauce,
Caramelized Onion, American Cheese, Lettuce, Tomato 13.99

THE PRIME* BIN 84

Slow-Roasted Shaved Prime Rib, Seasoned Mayo, House-Made Steak Jus,
Horseradish Cream 18.99

CRISPY BUTTERMILK CHICKEN SANDWICH BIN 76

Crispy Slaw, Sriracha-Bacon Ranch, Spicy Honey 14.99

CILANTRO RANCH CHICKEN SANDWICH # BIN 79

Cheddar, Applewood Smoked Bacon, Avocado, Cilantro Ranch, Seasoned Mayo 14.99

BRAISED SHORT RIB GRILLED CHEESE

& CLASSIC TOMATO SOUP BIN 85

Trio of Cheeses: Aged White Cheddar, American, Fontina; Caramelized Onion,
Seasoned Fries 14.99

LUNCH-SIZED ENTRÉES

Available daily 11:00 a.m. until 3:30 p.m.

COOPER'S HAWK CHICKEN GIARDINIERA # BIN 70

Parmesan-Breaded Chicken, House-Made Pickled Vegetables,
Shaved Parmesan, Mary's Potatoes 13.99

SOY GINGER ATLANTIC SALMON* BIN 31

Wasabi-Buttered Mashed, Asian Slaw 20.99

SEARED ATLANTIC SALMON* # BIN 31

Sautéed Spinach, Oven-Roasted Yukon Gold Potatoes, Sweet San Marzano
Tomato Sauce 20.99

ELLIE'S CHICKEN PICCATA # BIN 71

Lemon Butter Caper Sauce, Angel Hair Pasta, Asparagus 15.99

DANA'S PARMESAN-CRUSTED CHICKEN # BIN 79

Tomato Basil Relish, Lemon Butter, Mary's Potatoes, Garlic Green Beans 15.99

GNOCCHI CARBONARA BIN 74

Pancetta, Chicken, Sage, Peas, Parmesan Garlic Cream Sauce 15.99

KEATON'S SPAGHETTI & HOUSE-MADE MEATBALLS BIN 91

Bucatini Pasta, Rich Tomato Bolognese, Burrata Dolce, Basil,
Extra Virgin Olive Oil 13.99

CHICKEN MADEIRA # BIN 90

Mushroom, Fontina, Mary's Potatoes, Asparagus 15.99

BOURBON LACQUERED BBQ PORK CHOP BIN 95

Boneless Loin, Chipotle Mashed, Tomato-Braised Kale, Buttermilk Onion Ring 16.99

LIFE BALANCE

Each dish on our Life Balance Menu is 600 calories or less and is designed to accommodate our guests looking to enjoy mindful portions when dining out.

CHICKEN POTSTICKERS BIN 73 570 Calories

Sweet and Spicy Mustard, Ginger Soy Sauce, Asian Slaw 10.99

ASIAN AHI TUNA* SASHIMI BIN 75 300 Calories

Served Raw, Ponzu-Ginger Vinaigrette, Avocado, Radish, Wasabi Cream, Sriracha 12.99

HOUSE SALAD BIN 78 333 Calories

Cucumber, Carrot, Tomato, Croutons, Italian Vinaigrette on the Side 6.99

SHAVED BRUSSELS SPROUTS SALAD # BIN 78 585 Calories

Extra Virgin Olive Oil, Shaved Parmesan, Lemon, Marcona Almonds, Balsamic Glaze 8.99

BBQ RANCH CHICKEN SALAD BIN 91 580 Calories

Tomato, Cucumber, Avocado, Chicken, Cheddar, Cilantro, Corn and Black Bean Relish,
BBQ Sauce, Ranch Dressing, Fresh Lime on the Side 15.99

MEDITERRANEAN WITH SHRIMP BIN 78 600 Calories

Cucumber, Red Onion, Asparagus, Kalamata Olives, Zesty Giardiniera, Sweet Grape
Tomatoes, Feta Cheese, Mediterranean Vinaigrette 16.99

HERB-ROASTED CHICKEN GIARDINIERA BIN 70 518 Calories

Spinach, Mushroom, Tomato, House-Made Pickled Vegetables, Capellini 16.99

GRILLED TENDERLOIN MEDALLIONS* BIN 80 550 Calories

Ancho Chili, Garlic, Tomato-Braised Kale, Yukon Gold Potatoes,
Sweet Grape Tomatoes 26.99

GRILLED ATLANTIC SALMON* BIN 31 600 Calories

Sautéed Spinach, Oven-Roasted Yukon Gold Potatoes, Sweet San Marzano
Tomato Sauce 20.99

BLACKENED AHI TUNA* BIN 71 590 Calories

Seared Rare with Wasabi Sauce, Cilantro Citrus Rice, Asian Slaw 27.99

PAN-ROASTED BARRAMUNDI BIN 73 600 Calories

Blistered Green Beans, Grape Tomatoes, Ginger Rice, Thai Lemongrass Sauce 25.99

GIARDINIERA BURGER* BIN 95 596 Calories

Lettuce, Tomato, Red Onion, Fresh Fruit, Side Salad 12.99

TURKEY BURGER BIN 91 600 Calories

Fresh Ground All-Natural Turkey, Herbs, Lemon, Lettuce, Tomato, Red Onion,
Seasoned Mayo, Fresh Fruit, Side Salad 13.99

KID'S MENU

Entrées are served with fresh fruit, a drink, and one additional side:

Mary's Potatoes • Asian Slaw • French Fries • Grilled Broccoli

HAMBURGER OR CHEESEBURGER # 9.99

KEATON'S SPAGHETTI & HOUSE-MADE MEATBALLS 9.99

This entrée is served with fresh fruit only.

FLATBREAD CHEESE PIZZA # 7.99

CHICKEN POTSTICKERS 9.99

CHICKEN TENDERS 9.99

GRILLED CHEESE # 7.99

JUNIOR FILET MEDALLIONS # 16.99

SOY GINGER GLAZED ATLANTIC SALMON 16.99

PARMESAN CHICKEN WITH ANGEL HAIR MARINARA # 8.99

This entrée is served with fresh fruit only.

SCOOP OF VANILLA ICE CREAM # 1.99



JOIN the WINE CLUB.

ALREADY A MEMBER? Upgrade to a 2-bottle Membership!

Monthly Variety Membership is \$19.99 FOR 1 BOTTLE per month
and \$37.99 FOR 2 BOTTLES. Select our exclusive Wine of the Month
or swap for other wines* on the menu.

Start earning points with today's visit towards dining rewards:

1 POINT PER \$ SPENT | 350 POINTS = \$25 REWARD

Receive birthday rewards and other gifts throughout the year.

Enjoy 10% OFF carryout, and 10-20% OFF additional
bottles purchased in our Tasting Room.

Pause or cancel your membership anytime!

*Exclusions or upgrade may
apply for select premium wines

READY to JOIN?



Scan the code to sign up and provide your Member Number to your server.

WINE

BIN	SPARKLING	GLASS	BOTTLE
30	Cooper's Hawk Lux Sparkling	10.00	37.99
31	Sparkling Rosé	8.25	27.99
32	Prosecco	8.25	27.99
37	Blanc de Blanc	7.25	23.99
36	Moscato	7.25	23.99
35	Almond	7.25	23.99
33	Raspberry	7.25	23.99

BIN	WHITE	GLASS	BOTTLE
78	Sauvignon Blanc	8.25	27.99
71	Pinot Gris	7.75	25.99
70	Unoked Chardonnay	7.75	25.99
79	Chardonnay	7.75	25.99
74	Cooper's Hawk Lux Chardonnay	12.00	37.99
76	Viognier	7.75	25.99
75	Cooper's Hawk White <i>A blend of Pinot Gris and Riesling</i>	7.00	22.99
77	Riesling	8.00	26.99
73	Gewürztraminer	7.75	25.99
72	Moscato	8.00	26.99

BIN	ROSÉ	GLASS	BOTTLE
39	Rosé	9.00	30.99

BIN	RED	GLASS	BOTTLE
85	Pinot Noir	9.00	30.99
87	Cooper's Hawk Lux Pinot Noir	13.50	47.99
90	Barbera	9.00	30.99
97	Merlot	8.00	26.99
96	Malbec	9.00	30.99
91	Cooper's Hawk Red <i>A blend of Cabernet Sauvignon, Merlot, and Syrah</i>	7.25	23.99
95	Old Vine Zin	8.25	27.99
94	Cab Zin	9.00	30.99
92	Petite Sirah	8.00	26.99
99	Cabernet Sauvignon	9.00	30.99
89	Cooper's Hawk Lux Cabernet Sauvignon	12.50	43.99
84	Cooper's Hawk Lux Meritage	13.50	47.99

BIN	INTERNATIONAL	GLASS	BOTTLE
41	Tempranillo <i>Rioja, Spain</i>	10.00	33.99
40	Super Tuscan <i>Tuscany, Italy</i>	9.75	32.99
42	Shiraz <i>Barossa Valley, Australia</i>	11.25	38.99

BIN	SWEET RED	GLASS	BOTTLE
86	Sweet Red	7.00	22.99
83	Romance Red <i>Concord grapes with hints of maraschino cherry and spice</i>	7.00	22.99
88	Vin Chocolat Noir <i>Red wine blended with natural chocolate</i>	7.00	22.99
62	Vin Chocolat Almond <i>Red wine blended with natural chocolate and a hint of almond</i>	7.00	22.99

	DESSERT	GLASS	BOTTLE
63	Cooper's Hawk Lux Ice Wine (375 ml)	11.00	37.99
61	Nightjar (375 ml) <i>Port-Style Wine</i>	8.50	27.99

	FRUIT	GLASS	BOTTLE
	Rhubarb · Cranberry · Raspberry	7.00	22.99
	Blueberry · Passion Fruit		

	SPECIALTIES	GLASS	PITCHER
	♣ Sangria <i>Classic Red · White · Peach Raspberry · Passion Fruit</i>	7.50	23.99
	Champagne Cocktail <i>Blanc de Blanc, Rémy Martin VSOP, Bitters, Lemon Peel</i>	9.00	
	Cooper's Hawk Bubbly Sangria <i>Blueberry Açaí · Blood Orange Pineapple</i>	7.50	24.99

WINEMAKER'S
BARREL RESERVE
Handcrafted Bordeaux-style blend from a collection
of barrels selected by the winemaker, Rob Warren.

GLASS 10.00 | 750 ML CARAFE 33.99

BIN 80

CAMILLE PROUD

BY MASTER SOMMELIER, EMILY WINES
Inspired by the courage to live authentically,
this California blend is styled with dark fruit
and velvety tannins.

GLASS 16.00 | BOTTLE 64.99

BIN 82

FLIGHTS

MASTER'S

A monthly flight curated by our
Master Sommelier, Emily Wines.
Ask your server for details.

17.99

RED

Pinot Noir · Tempranillo
Cabernet Sauvignon · Petite Sirah
15.99

BUBBLES

Cooper's Hawk Lux Sparkling
Sparkling Rosé · Prosecco
Almond Sparkling

14.99

COOPER'S HAWK LUX

Sparkling · Chardonnay
Pinot Noir · Meritage
19.99

WHITE

Sauvignon Blanc
Cooper's Hawk White
Chardonnay · Moscato
15.99

CREATE YOUR OWN

*Limit 2 Cooper's Hawk Lux
or 1 Camille Proud, please.*
17.99

COCKTAILS & BEER

SPECIALTY COCKTAILS

NEGRONI

Beefeater Gin, Carpano Antica, Campari, Orange **10.00**

ISLAND MOJITO

Malibu Rum, Mint, Passion Fruit, Lime **10.00**

AMERICAN MULE

Tito's Handmade Vodka, Lime, Ginger Beer,
Mint, Candied Ginger **10.50**

KENTUCKY MULE

Knob Creek, Lime, Ginger Beer, Mint, Candied Ginger **12.00**

BIN 61 SOUR

Woodford Reserve Bourbon, Lemon Sour, Nightjar **10.00**

COOPER'S HAWK MARGARITA

Cazadores Reposado Tequila, Cointreau, Sour,
Passion Fruit, Sparkling Wine **12.00**

CRANBERRY SPRITZ

Prosecco, Cranberry Wine, Aperol, Orange **10.50**

(212) MANHATTAN

Knob Creek Bourbon, Carpano Antica,
Luxardo Cherry **12.00**

COOPER'S HAWK BLOODY MARY

Tito's Handmade Vodka, Skewer of Aged Cheddar,
Andouille, Jumbo Shrimp, Bleu Cheese Stuffed Olive,
Grape Tomato, Pickle, Sidecar of Local Craft Beer **11.00**

ORIGINAL MAI TAI

Bacardi Rum, Amaretto, Citrus Juices, Myers's Rum **9.50**

SIGNATURE SANGRIA COCKTAILS

SANGRIA-TINI

Botanist Gin, Cointreau, Red Sangria, Sour, Prosecco,
Fresh Citrus **10.25**

NIGHTJAR SANGRIA

Rémy Martin VSOP, Red Sangria, Bitters, Soda,
Caramelized Orange **9.25**

CITRUS GIN SANGRIA

Botanist Gin, White Sangria, St-Germain, Citrus,
Rosemary **9.25**

BURNT LEMON SANGRIA

Cointreau, White Sangria, Citrus Juices **9.25**

HARD SELTZER

MEYER LEMON

Premium Wine-Based Seltzer *glass 7.25 bottle 23.99*

MARTINIS

DANA'S PINEAPPLETINI

Tito's Handmade Vodka, Malibu Rum, Pineapple Juice,
Sparkling Wine **11.50**

PEAR DROP

Grey Goose La Poire, Lemon, Sugar Rim **12.50**

ESPRESSO

Absolut Vanilia, Espresso, Baileys Irish Cream,
Frangelico Liqueur **12.50**

DARK CHOCOLATE

Grey Goose, Dark Chocolate Liqueur, Baileys Irish Cream,
Whipped Cream, Shaved Dark Chocolate **12.50**

DIRTY NASTY

Belvedere, Bleu Cheese Olives **13.50**

PINK GRAPEFRUIT

Deep Eddy Ruby Red Grapefruit Vodka, St-Germain,
Pink Grapefruit Juice, Lime **12.75**

JEN'S FRENCH

Tito's Handmade Vodka, Chambord Black Raspberry Liqueur,
Sparkling Wine **12.00**

CLASSIC COSMOPOLITAN

Absolut Citron, Cointreau, Sour, Cranberry Juice **11.50**

LEMON DROP

Absolut Citron, Cointreau, Lemon, Caramelized Orange **11.50**

BEER

DRAFT

Cooper's Hawk Ale **7.50**

Wine Barrel-Aged Belgian-Style Farmhouse Ale by Goose Island

Stella Artois **6.50** · Blue Moon **6.50**

Local Craft Selection **6.50**

DOMESTIC BOTTLES 5.00

Miller Lite · Coors Light · Budweiser

Bud Light · Michelob Ultra

PREMIUM BOTTLES 5.75

Amstel Light · Heineken · Modelo · Corona Light

Corona Extra · Guinness · Angry Orchard Cider

NON-ALCOHOLIC O'Doul's 4.00

CRAFT BOTTLES 7.50

Goose Island Matilda · Lagunitas IPA

Lagunitas Little Sumpin' Sumpin' · Founders All Day IPA

Cigar City Jai Alai IPA · Ballast Point Sculpin IPA

NON-ALCOHOLIC

ESPRESSO Decaf espresso available.

Espresso **2.99** · Cappuccino **3.99**

Café Mocha **4.49** · Latte **3.99**

HOT We proudly serve Lavazza coffee and espresso.

Regular or Decaf Coffee **2.99**

Hot Tea **3.49** · Hot Chocolate **2.99**

COLD

Fresh-Squeezed Lemonade **3.99**

Strawberry, Passion Fruit, Raspberry or Peach Lemonade 4.49

Fresh-Brewed Iced Tea **2.99** · Soft Drinks **2.99**

Raspberry Hibiscus Iced Tea **2.99**

Acqua Panna Bottled Water **3.99**

S.Pellegrino Sparkling Water *SmL 2.99 Lg 5.99*

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Jeffrey Craig Miller
Business Name	Cooper's Hawk Winery & Restaurant
Business Address	10525 W McDowell Rd Avondale, AZ 85392
Department Comments	
Approved as a restaurant use where food sales consist of more than fifty percent of gross sales receipts.	
☐ Police Department ☒ Development Services ☐ Fire Department ☐ Finance Department	
☒ Approved ☐ Denied	
<i>Joshua T Orton</i> _____ E-Signature Joshua Orton _____ Name	Lead Senior Planner _____ Title Jul 28, 2025 _____ Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Jeffrey Craig Miller
Business Name	Cooper's Hawk Winery & Restaurant
Business Address	10525 W McDowell Rd, Avondale, AZ 85392
Department Comments	
Applicant has not applied for a business license and no business application on file.	
☐ Police Department☐ Fire Department ☐ Development Services☒ Finance Department	
☒ Approved☐ Denied	
 vianca garcia (Aug 25, 2025 15:36:39 PDT) E-Signature Vianca Garcia Name	Customer Service Representative Title 08/25/2025 Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Jeffrey Craig Miller
Business Name	Cooper's Hawk Winery & Restaurant
Business Address	10525 W McDowell Rd Avondale, AZ 85392
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u><i>L. Scott Miller</i></u> L. Scott Miller (Jul 29, 2025 09:41:04 PDT)	Fire Marshal
E-Signature	Title
<u>L. Scott Miller</u>	<u>Jul 29, 2025</u>
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Jeffrey Craig Miller
Business Name	Cooper's Hawk Winery & Restaurant
Business Address	10525 W McDowell Rd Avondale, AZ 85392
Department Comments	
No concerns	
☒ Police Department ☐ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
<u>Varney Lopez</u> Varney Lopez (Jul 29, 2025 10:07:32 PDT)	Lieutenant
E-Signature	Title
Varney Lopez	Jul 29, 2025
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

State of Arizona
Department of Liquor Licenses and Control

Created 07/22/2025 @ 04:45:19 PM

Local Governing Body Report

LICENSE

Number:	Type:	007 BEER AND WINE BAR
Name:	COOPER'S HAWK WINERY & RESTAURANT	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	10525 W MCDOWELL ROAD AVONDALE, AZ 85392 USA	
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA	
Phone:	(623)473-9463	
Alt. Phone:	(480)730-2675	
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:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	COOPER'S HAWK SCOTTSDALE LLC	
Contact Name:	KRYSTAL NICHOL BROWN	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	1914195	State of Incorporation: AZ
Incorporation Date:	10/29/2018	
Correspondence Address:	1155 W ELLIOT ROAD UNIT 2088 TEMPE, AZ 85284 USA	
Phone:	(213)516-4050	
Alt. Phone:		
Email:	KRYSTAL@LIQUORLICENSE.COM	

60th day - 09/20/25
105th day - 10/10/2025

Officers / Stockholders

Name:	Title:	% Interest:
COOPER'S HAWK INTERMEDIATE HOLDINGS LLC MEMBER		100.00

CHWR PARENT INC - Shareholder

Name:	CHWR GROUP LP	
Contact Name:	JEFFREY CRAIG MILLER	
Type:	PARTNERSHIP	
AZ CC File Number:		State of Incorporation:
Incorporation Date:		
Correspondence Address:	PO BOX 2502	
	CHANDLER, AZ 85244	
	USA	
Phone:	(480)730-2675	
Alt. Phone:		
Email:	RHONDA@AZLIC.COM	

**COOPER'S HAWK INTERMEDIATE HOLDINGS
LLC - Shareholder**

Name:	CHWR PARENT INC	
Contact Name:	JEFFREY CRAIG MILLER	
Type:	CORPORATION	
AZ CC File Number:		State of Incorporation:
Incorporation Date:		
Correspondence Address:	PO BOX 2502	
	CHANDLER, AZ 85244	
	USA	
Phone:	(480)730-2675	
Alt. Phone:		
Email:	RHONDA@AZLIC.COM	

CHWR GROUP LP - General Partner

Name:	CHWR GROUP GP 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:		
Email:	LIQUORLICENSE@AZLIC.COM	

CHWR GROUP LP - Limited Partner

Name: ARES CORPORATE OPPORTUNITIES FUND V. LP AN SEC-REGULATED
INVESTMENT FUND
Contact Name: JEFFREY CRAIG MILLER
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (480)730-2675
Alt. Phone:
Email: LIQUORLICENSE@AZLIC.COM

COOPER'S HAWK SCOTTSDALE LLC - MEMBER

Name: COOPER'S HAWK INTERMEDIATE 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:
Email: LIQUORLICENSE@AZLIC.COM

COOPER'S HAWK INTERMEDIATE HOLDINGS LLC - CEO

CHWR PARENT INC - CEO

CHWR GROUP LP - CEO

CHWR GROUP GP LLC - CEO

Name: TIMOTHY MICHAEL MCENERY
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (331)233-2920
Alt. Phone:
Email:

MANAGERS

Name: TIMOTHY MICHAEL MCENERY
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (331)233-2920
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 352166
Application Type: New Application
Created Date: 06/30/2025

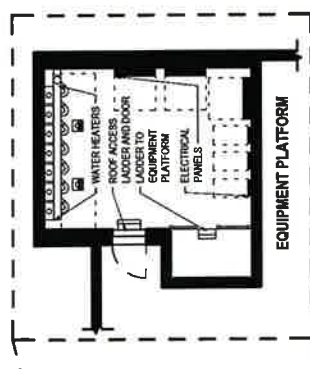
QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
RIO VISTA ELEMENTARY SCHOOL
10237 W ENCANTO BLVD., AVONDALE AZ 85392
1.0 MILE
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
12/01/2025

Diagram illustrating the components of a mobile equipment platform:

- WATER HEATERS
- ROOF ACCESS
- LADDERS AND DOOR
- EQUIPMENT
- PLATFORM
- ELECTRICAL PANELS
- EQUIPMENT PLATFORM

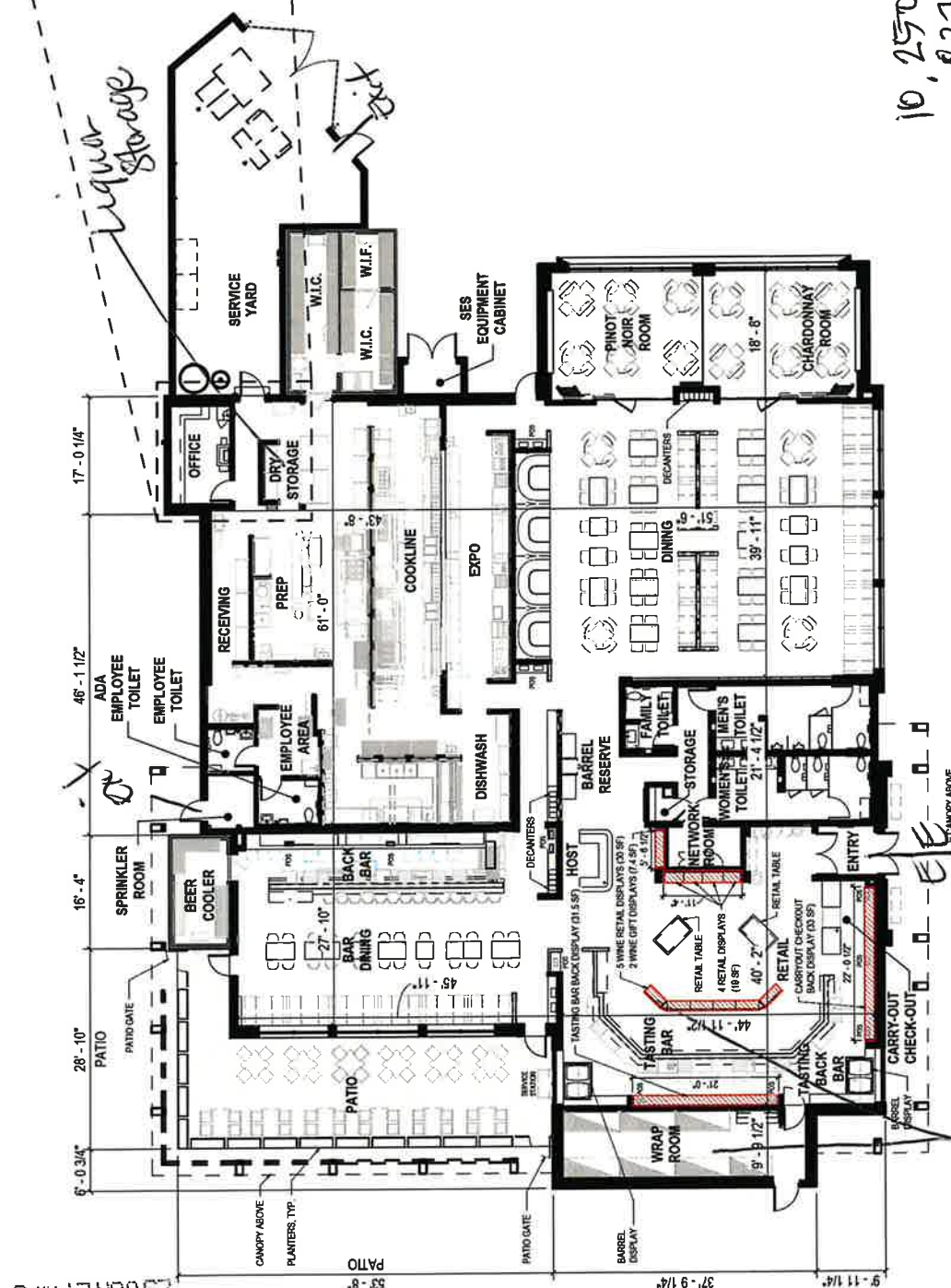


WINE DISPLAY SQFT	
TASTING BACK DISPLAY	31.5 SF
CHECK-OUT BACK DISPLAY	39 SF
WINE GIFT DISPLAY	7.4 SF
WINE DISPLAY	39 SF
TOTAL SQUARE FOOTAGE:	107.9 SF

INTERIOR SEATING	
DINING	136 SEATS (40 TABLES)
PRIVATE DINING	48 SEATS (12 TABLES)
BAR/BAR DINING	62 SEATS (15 TABLES)
TOTAL INTERIOR:	246 SEATS (67 TABLES)
EXTERIOR SEATING	
PATIO DINING	48 SEATS (12 TABLES)
TOTAL:	294 SEATS (79 TABLES)

$$\begin{array}{r} 10,250 \\ 827 \overline{) 827} \text{ partio} \\ \hline 11077 \end{array}$$


44-1

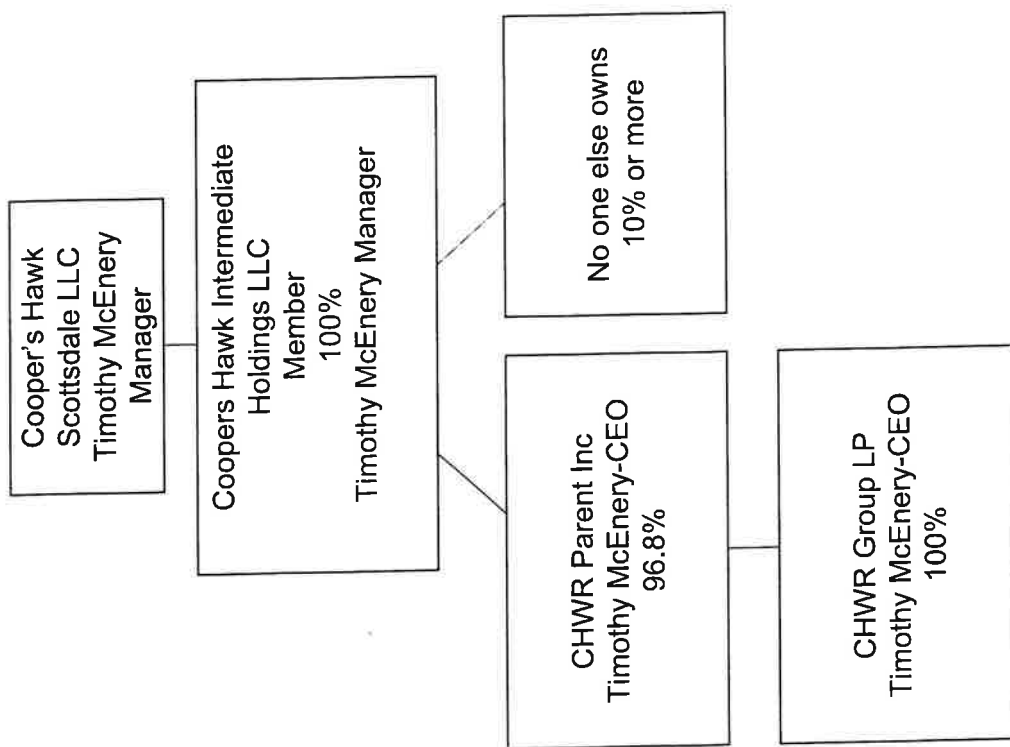


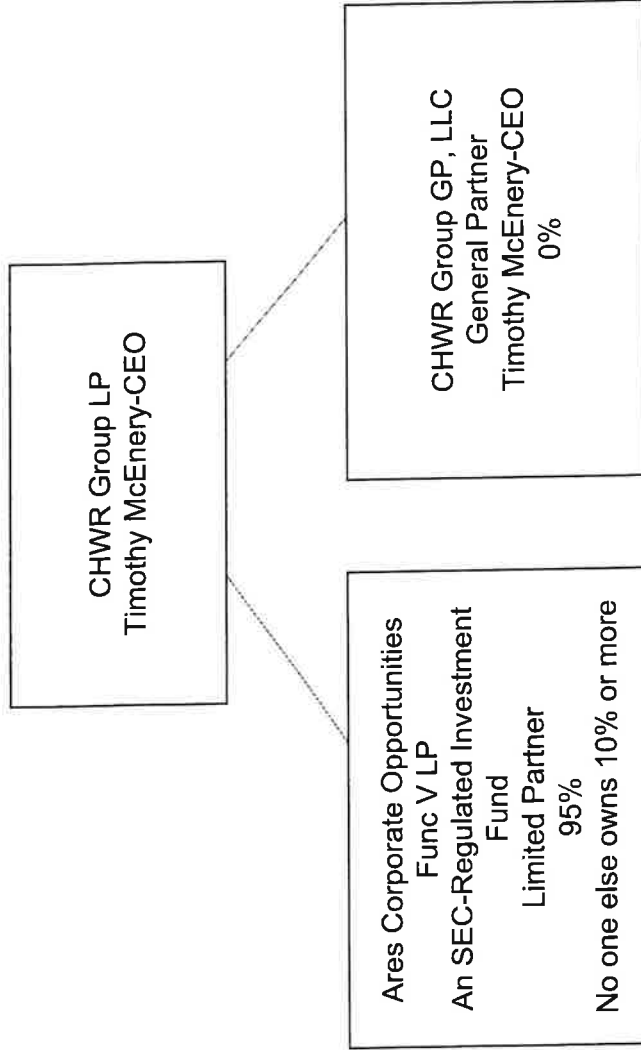
Liquor storage

FLOOR PLAN-SEATING PLAN

AVONDALE, AZ | October 30, 2024

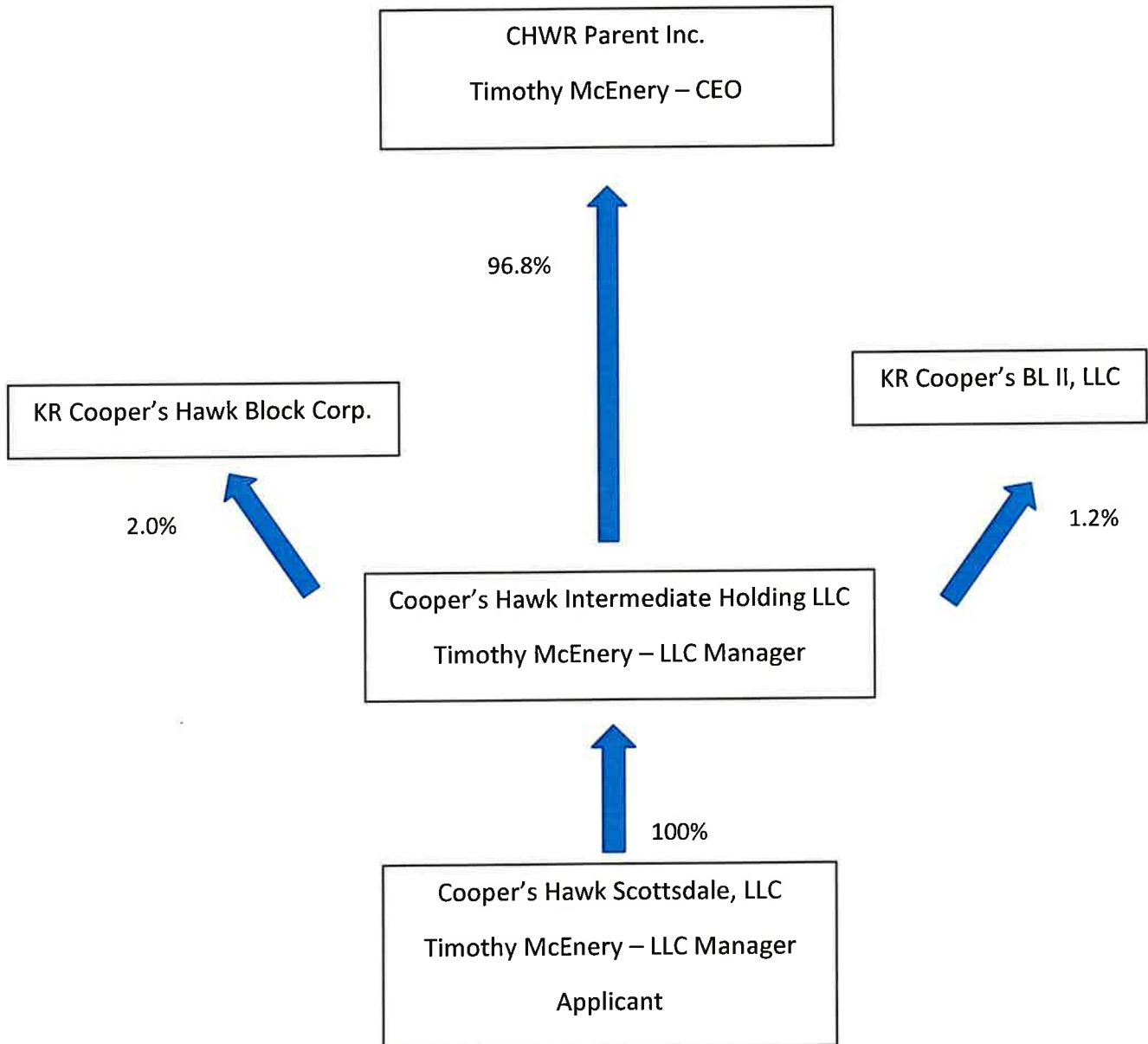
aria
GROUP



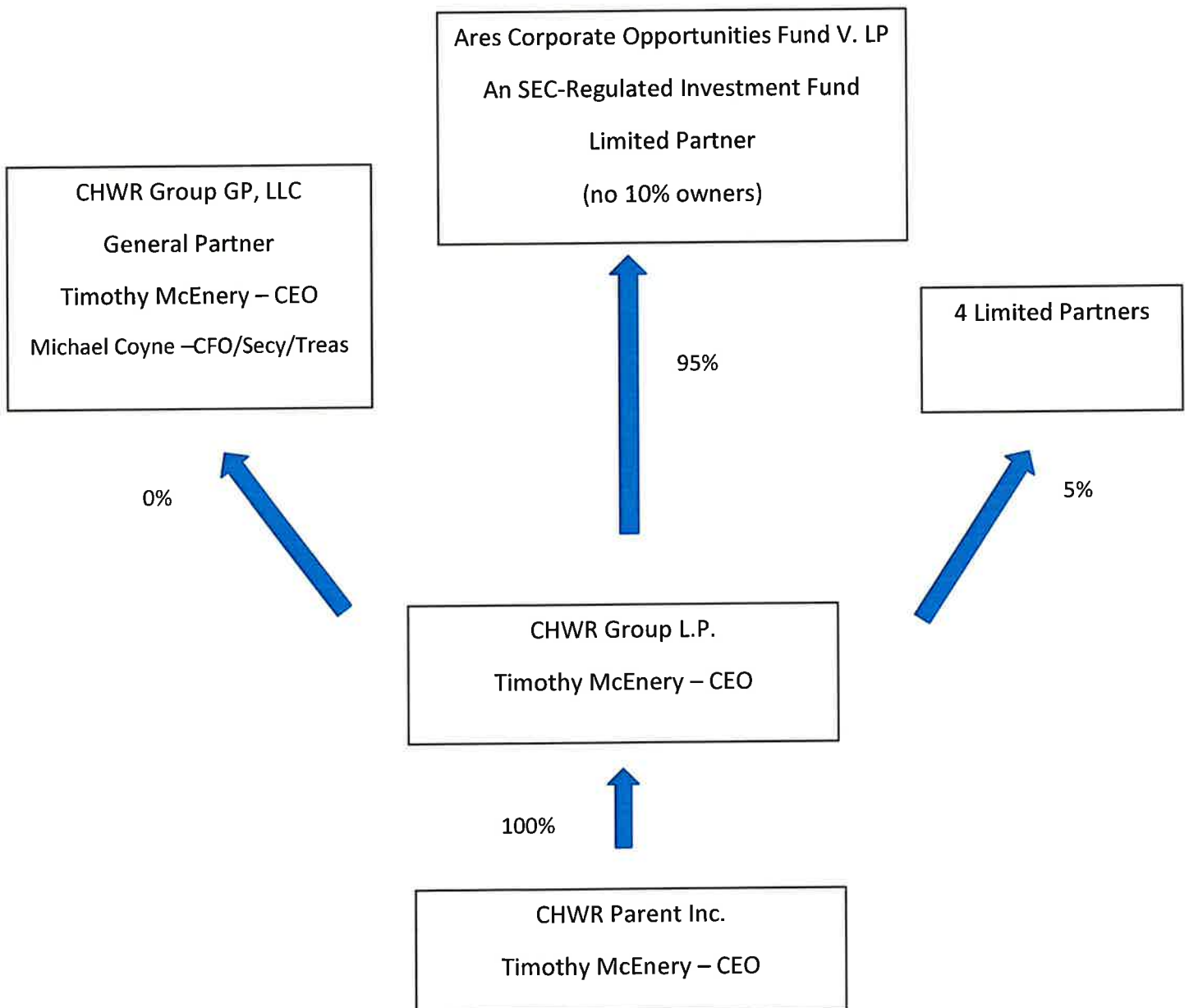


Cooper's Hawk Scottsdale LLC - Organizational Chart (Page 1 of 2)

See Page 2



Cooper's Hawk Scottsdale LLC - Organizational Chart (Page 2 of 2)



COOPER'S HAWK WINERY & RESTAURANT

SUMMARY OF OTHER LOCATIONS

Site Name	Address 1	City	State	Zip
Orland Park, IL	15690 S. Harlem Ave.	Orland Park	IL	60462-5119
Burr Ridge, IL	510 Village Center Dr.	Burr Ridge	IL	60524-4515
Wheeling, IL	583 N. Milwaukee Ave.	Wheeling	IL	60090-3021
South Barrington, IL	100 W. Higgins Rd. Suite V-1	South Barrington	IL	60010-9408
Indianapolis, IN	3815 E. 96th St.	Indianapolis	IN	46240-1421
Naperville, IL	1740 Freedom Dr.	Naperville	IL	60563-1732
Brookfield, WI	Brookfield Square Mall 15 S. Moorland Rd.	Brookfield	WI	53005-6020
Arlington Heights, IL	798 W Algonquin Rd.	Arlington Heights	IL	60005-4416
Merrillville, IN	2120 Southlake Mall Unit 500	Merrillville	IN	46410-6439
Columbus, OH	4230 The Strand	Columbus	OH	43219-6187
Kansas City, MO	4686 Broadway St.	Kansas City	MO	64112-1459
Tampa, FL	4110 West Boy Scout Blvd.	Tampa	FL	33607-5740
Cincinnati, OH	8080 Montgomery Rd.	Cincinnati	OH	45236
Waterford Lakes - Orlando, FL	529 N. Alafaya Trail	Orlando	FL	32828
Town and Country, MO	1146 Town & Country Crossing Drive	Town and Country	MO	63017-0607
Orlando, FL - In-Drive	8005 International Drive	Orlando	FL	32819

City, IL, State	Address	City	IL	State
Richmond, VA	11792 West Broad St.	Richmond	VA	23233
Springfield, IL	2501 Wabash Ave. G17D, located in C quad	Springfield	IL	62704-4276
Oak Lawn, IL	4830 West 111th St.	Oak Lawn	IL	60453-5507
Ashburn, VA	19870 Belmont Chase Dr.	Ashburn	VA	20147
Naples, FL	11905 Tamiami Trail N.	Naples	FL	34110-1653
Jacksonville, FL	4850-03 Big Island Drive	Jacksonville	FL	32246-7490
Reston, VA	12130A Sunset Hills Rd. Suite 101	Reston	VA	20190
Annapolis, MD	1906 Towne Centre Boulevard Suite 238	Annapolis	MD	21401-3678
Doral, FL	3585 NW 83rd Ave.	Doral	FL	33122-1135
Coconut Creek, FL	4473 Lyons Road	Coconut Creek	FL	33073
Liberty, OH	7490 Bales Street	Liberty Township	OH	45069-7522
Palm Beach, FL	3101 PGA Blvd. Suite P201	Palm Beach Gardens	FL	33410
St. Charles, IL	3710 E. Main Street	St. Charles	IL	60174
Oak Park, IL	950 Lake Street	Oak Park	IL	60301
Pembroke Pines, FL	10310 Pines Boulevard	Pembroke Pines	FL	33026
Dania Beach, FL	1822 Pointe Blvd	Dania Beach	FL	33004
Partridge Creek Mall	17440 Hall Road	Clinton Township	MI	48038

MANAGE GREEN INITIATIVE	ADDRESS	COUNTY	STATE	ZIP
Orange, OH	27200 Harvard Rd	Orange Village	OH	44122
Virginia Beach, VA	733 Lynnhaven Mall Loop	Virginia Beach	VA	23452
New Lenox, IL	2307 E. Lincoln Hwy	New Lenox	IL	60451
Kentwood, MI	4515 28th Street SE	Kentwood	MI	49512
Downer's Grove, IL	1801 Butterfield Rd.	Downers Grove	IL	60515
Troy, MI	151 East Big Beaver Road	Troy	MI	48083
Centerville, OH	5220 Cornerstone North Blvd.	Centerville	OH	45440
Rockville, MD	1403 Research Blvd. Bldg 3 Unit A	Rockville	MD	20850
Scottsdale, AZ	7361 East Frank Lloyd Wright Blvd. Building 7	Scottsdale	AZ	85260
Morton Grove, IL	6731 Dempster Street	Morton Grove	IL	60053
Chandler, AZ	3325 W. Chandler Blvd.	Chandler	AZ	85226
Avon, IN	8696 East US Highway 36	Avon	IN	46123
St Peters, MO	5300 N Service Rd	St Peters	MO	63376-3952
Sarasota, FL	3130 Fruitville Commons Blvd.	Sarasota	FL	34240
Toledo, OH	4705 Talmadge Rd.	Toledo	OH	43623
Lee's Summit	540 NW Chipman Road	Lee's Summit	MO	64086

Gilbert, AZ	2290 S. San Tan Village Parkway	Gilbert	AZ	85295
Gurnee, IL	7799 Grand Ave	Gurnee	IL	60031
Clive, IA	12801 University Ave	Clive	IA	50325
Ft. Myers, FL	13671 Olympic Court	Ft. Myers	FL	33912
Kildeer, IL	20423 North Rand Road	Kildeer	IL	60074
Algonquin, IL	1741 S Randall Road	Algonquin	IL	60102
Surprise, AZ	16470 W. Alexandria Way	Surprise	AZ	85388
Wesley Chapel, FL	28963 State Road 56	Wesley Chapel	FL	33543
Middleton, WI - Greenway Station	1611 Deming Way	Middleton	WI	53562-3580
Bloomington, IL	200 S. Gary Ave	Bloomington	IL	60108
Montgomery, IL	998 Route 30	Montgomery	IL	60538



July 21, 2025

Arizona Department of
Liquor Licenses & Control
800 W. Washington, Fifth Floor
Phoenix, Arizona 85007

Re: Other Retail Interests

Dear Sir or Madam:

This letter is to confirm that I am an officer of affiliated entities that hold retail liquor licenses throughout the United States. A summary of the licensed locations is attached.

Thank you for your assistance with this matter.

Very truly yours,

COOPER'S HAWK INTERMEDIATE
HOLDING, LLC

By: Timothy McEnery
Timothy McEnery (Jul 11, 2025 11:19 CDT)
Timothy McEnery, CEO

STATEMENT FOR SECTION 4, #1

The undersigned is an officer of entities that hold retail liquor licenses throughout the United States. All licenses are issued and in good standing. A summary of locations is attached.



Timothy Michael McEnery

COOPER'S HAWK WINERY & RESTAURANT

SUMMARY OF OTHER LOCATIONS

Site Name	Address 1	City	State	Zip
Orland Park, IL	15690 S. Harlem Ave.	Orland Park	IL	60462-5119
Burr Ridge, IL	510 Village Center Dr.	Burr Ridge	IL	60524-4515
Wheeling, IL	583 N. Milwaukee Ave.	Wheeling	IL	60090-3021
South Barrington, IL	100 W. Higgins Rd. Suite V-1	South Barrington	IL	60010-9408
Indianapolis, IN	3815 E. 96th St.	Indianapolis	IN	46240-1421
Naperville, IL	1740 Freedom Dr.	Naperville	IL	60563-1732
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Merrillville, IN	2120 Southlake Mall Unit 500	Merrillville	IN	46410-6439
Columbus, OH	4230 The Strand	Columbus	OH	43219-6187
Kansas City, MO	4686 Broadway St.	Kansas City	MO	64112-1459
Tampa, FL	4110 West Boy Scout Blvd.	Tampa	FL	33607-5740
Cincinnati, OH	8080 Montgomery Rd.	Cincinnati	OH	45236
Waterford Lakes - Orlando, FL	529 N. Alafaya Trail	Orlando	FL	32828
Town and Country, MO	1146 Town & Country Crossing Drive	Town and Country	MO	63017-0607
Orlando, FL - Drive	8005 International Drive	Orlando	FL	32819

65 7 10 14 18 22 26

Richmond, VA
Springfield, IL
Oak Lawn, IL
Ashburn, VA
Naples, FL
Jacksonville, FL
Reston, VA
Annapolis, MD
Doral, FL
Coconut Creek, FL
Liberty, OH
Palm Beach, FL
St. Charles, IL
Oak Park, IL
Pembroke Pines, FL
Dania Beach, FL
Dartmouth Creek Mall

11792 West Broad St.
 2501 Wabash Ave.
 G17D, located in C quad
 4830 West 111th St.
 19870 Belmont Chase Dr.
 11905 Tamiami Trail N.
 4850-03 Big Island Drive
 12130A Sunset Hills Rd.
 Suite 101
 1906 Towne Centre Boulevard
 Suite 238
 3585 NW 83rd Ave.
 4473 Lyons Road
 7490 Bales Street
 3101 PCA Blvd.
 Suite P201
 3710 E. Main Street
 950 Lake Street
 10310 Pines Boulevard
 1822 Pointe Blvd
 17440 Hall Road

Richmond	VA	23233
Springfield	IL	62704-4276
Oak Lawn	IL	60453-5507
Ashburn	VA	20147
Naples	FL	34110-1653
Jacksonville	FL	32246-7490
Reston	VA	20190
Annapolis	MD	21401-3678
Doral	FL	33122-1135
Coconut Creek	FL	33073
Liberty Township	OH	45069-7522
Palm Beach Gardens	FL	33410
St. Charles	IL	60174
Oak Park	IL	60301
Pembroke Pines	FL	33026
Dania Beach	FL	33004
Clinton Township	MI	48038

25 7 16 12 04 PM 01 08

CHURCH TOWNSHIP	IND	TOWNSHIP
Orange Village	OH	44122
Virginia Beach	VA	23452
New Lenox	IL	60451
Kentwood	MI	49512
Downers Grove	IL	60515
Troy	MI	48083
Centerville	OH	45440
Rockville	MD	20850
Scottsdale	AZ	85260
Morton Grove	IL	60053
Chandler	AZ	85226
Avon	IN	46123
St Peters	MO	63376-3952
Sarasota	FL	34240
Toledo	OH	43623
Lee's Summit	MO	64086

27200 Harvard Rd	Orange, OH
733 Lynnhaven Mall Loop	Virginia Beach, VA
2307 E. Lincoln Hwy	New Lenox, IL
4515 28th Street SE	Kentwood, MI
1801 Butterfield Rd.	Downer's Grove, IL
151 East Big Beaver Road	Troy, MI
5220 Cornerstone North Blvd.	Centerville, OH
1403 Research Blvd. Bldg 3 Unit A	Rockville, MD
7361 East Frank Lloyd Wright Blvd.	012070012045 Scottsdale, AZ
Building 7	007070012046
6731 Dempster Street	Morton Grove, IL
3325 W. Chandler Blvd.	007070014955 Chandler, AZ
8696 East US Highway 36	012070014954
5300 N Service Rd	Avon, IN
3130 Fruitville Commons Blvd.	St Peters, MO
4705 Talmadge Rd.	Sarasota, FL
540 NW Chipman Road	Toledo, OH
	Lee's Summit

012070020358

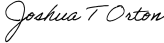
Gilbert, AZ

007070020357

Gurnee, IL	2290 S. San Tan Village Parkway	Gilbert	AZ	85295
Clive, IA	7799 Grand Ave	Gurnee	IL	60031
Ft. Myers, FL	12801 University Ave	Clive	IA	50325
Kildeer, IL	13671 Olympic Court	Ft. Myers	FL	33912
Algonquin, IL	20423 North Rand Road	Kildeer	IL	60074
007070023177 Surprise, AZ	1741 S Randall Road	Algonquin	IL	60102
012070023176	16470 W. Alexandria Way	Surprise	AZ	85388
Wesley Chapel, FL	28963 State Road 56	Wesley Chapel	FL	33543
Middleton, WI - Greenway Station	1611 Deming Way	Middleton	WI	53562-3580
Bloomington, IL	200 S. Gary Ave	Bloomington	IL	60108
Montgomery, IL	998 Route 30	Montgomery	IL	60538

01 7 16 04. 941 10 0 08

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Jeffrey Craig Miller
Business Name	Cooper's Hawk Winery & Restaurant
Business Address	10525 W McDowell Rd Avondale, AZ 85392
Department Comments	
Approved as no church or public/private school is within 1320 feet of the property and no residential district is within 300 feet.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 _____ E-Signature	Lead Senior Planner _____ Title
Joshua Orton _____ Name	Jul 28, 2025 _____ Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	Series 7 - Beer and Wine Bar
Applicant's Name	Jeffrey Craig Miller
Business Name	Cooper's Hawk Winery & Restaurant
Business Address	10525 W McDowell Rd, Avondale, AZ 85392
Department Comments	
Applicant has not applied for a business license and no business application on file.	
☐ Police Department☐ Fire Department ☐ Development Services☒ Finance Department	
☒ Approved☐ Denied	
 vianca garcia (Aug 25, 2025 15:36:39 PDT) E-Signature Vianca Garcia Name	Customer Service Representative Title 08/25/2025 Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Jeffrey Craig Miller
Business Name	Cooper's Hawk Winery & Restaurant
Business Address	10525 W McDowell Rd Avondale, AZ 85392
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>L. Scott Miller</u> L. Scott Miller (Jul 31, 2025 17:10:16 PDT)	Fire Marshal
E-Signature	Title
<u>L. Scott Miller</u>	<u>Jul 31, 2025</u>
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	7 Beer and Wine Bar
Applicant's Name	Jeffrey Craig Miller
Business Name	Cooper's Hawk Winery & Restaurant
Business Address	10525 W McDowell Rd Avondale, AZ 85392
Department Comments	
Approved	
☒ Police Department	☐ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>Varney Lopez</u> Varney Lopez (Aug 11, 2025 10:36:51 PDT)	Lieutenant
E-Signature	Title
<u>Varney Lopez</u>	<u>Aug 11, 2025</u>
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

ITEM NUMBER: 4.f.

SUBJECT: Series 12 (Restaurant) Liquor License - Poco Madre Brunch Y Dinner

MEETING DATE: 9/8/2025

TO: Mayor and Council

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

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

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Economic Growth and Prosperity**

Avondale supports a thriving local economy by fostering and supporting business growth, job creation, and workforce development. The City advances economic development, attracts high-quality entertainment and full-service amenities, and promotes a variety of attainable housing opportunities that strengthen the City's vitality.

PURPOSE:

City Council will consider a request to recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jeffrey Craig Miller for the sale of alcohol at Poco Madre Brunch Y Dinner located at 665 North Avondale Boulevard in Avondale and authorize the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Poco Madre Brunch Y Dinner is a new establishment coming to The Blvd to be located at 665 North Avondale Boulevard in Avondale. Issuance of a Series 12 (Restaurant) liquor license is required to allow alcohol sales on the premises. Series 12 restaurant liquor licenses are exempt from the state-mandated 300-foot separation requirement from churches, schools, or fenced school recreational areas.

DISCUSSION:

As required by state law and city ordinance, the application was posted for the required period of time. The Police, Fire & Medical, Development & Engineering Services and Finance Departments have reviewed the application and are recommending approval.

The business does not have an active business license; however, they have been in contact with staff and the applicant has acknowledged the requirement.

BUDGET IMPACT:

The liquor license application fee of \$250 has been paid in full.

RECOMMENDATION:

Staff is recommending City Council recommend approval to the Arizona Department of Liquor License and Control of an application for a Series 12 (Restaurant) Liquor License submitted by Jeffrey Craig Miller for the sale of alcohol at Poco Madre Brunch Y Dinner located at 665 North Avondale Boulevard in Avondale.

Contact person for document distribution: Emily Soria

**State of Arizona
Department of Liquor Licenses and Control**

Created 07/29/2025 @ 04:10:11 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	POCO MADRE BRUNCH Y DINNER		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	665 N AVONDALE BLVD AVONDALE , AZ 85323 USA		
 Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	MIRANDA@AZLIC.COM		

AGENT

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

OWNER

Name:	DOS AMIGOS BRUNCH Y DINNER LLC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23372747	State of Incorporation:	AZ
Incorporation Date:			
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

 **Officers / Stockholders**

AMENDMENT

Name:
CARMEN BARRAGAN-BAUTISTA

Title:
Member

% Interest:
95.00

DOS AMIGOS BRUNCH Y DINNER LLC - Member

Name: CARMEN BARRAGAN-BAUTISTA
Gender: Female
Correspondence Address: 5214 N 134TH LANE
LITCHFIELD PARK, AZ 85340
USA
Phone: (602)751-7929
Alt. Phone:
Email: VITAMX21@GMAIL.COM

APPLICATION INFORMATION

Application Number: 352585
Application Type: New Application
Created Date: 07/02/2025

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
MGN 1 LLC 22429 N. 54th Place Phoenix, AZ 85054
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Still owe term
- 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?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
Patio contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
09/01/2025

- 9) What type of business will this license be used for?
Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	CraigAlienStatus.pdf	07/02/2025
RECORDS REQUIRED FOR AUDIT	PocoAudit.pdf	07/02/2025
QUESTIONNAIRE	PocoCarmen.pdf	07/02/2025
QUESTIONNAIRE	PocoCraig.pdf	07/02/2025
MENU	PocoMenu.pdf	07/02/2025
RESTAURANT OPERATION PLAN	PocoRestOp.pdf	07/02/2025
DIAGRAM/FLOOR PLAN	PocoDiagram.pdf	07/02/2025

AMENDMENT

State of Arizona
Department of Liquor Licenses and Control

Created 07/29/2025 @ 01:58:52 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	POCO MADRE BRUNCH Y DINNER		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	665 N AVONDALE BLVD AVONDALE , AZ 85323 USA		
Mailing Address:			
Phone:	(480)730-2675		
Alt. Phone:			
Email:	MIRANDA@AZLIC.COM		

AGENT

Name:	DOS AMIGOS BRUNCH Y DINNER LLC
Gender:	
Correspondence Address:	665 N AVONDALE BLVD AVONDALE , AZ 85323 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	DOS AMIGOS BRUNCH Y DINNER LLC	
Contact Name:	JEFFREY CRAIG MILLER	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23372747	State of Incorporation: AZ
Incorporation Date:		
Correspondence Address:	665 N AVONDALE BLVD AVONDALE , AZ 85323 USA	
Phone:	(480)730-2675	
Alt. Phone:		
Email:	LIQUORLICENSE@AZLIC.COM	

both 9-27

APPLICATION INFORMATION

Application Number: 352585
Application Type: New Application
Created Date: 07/02/2025

R✓

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
MGN 1 LLC 22429 N. 54th Place Phoenix, AZ 85054
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Still owe term
- 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?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
Patio contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
09/01/2025
- 9) What type of business will this license be used for?
Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
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QUESTIONNAIRE	PocoCraig.pdf	07/02/2025
MENU	PocoMenu.pdf	07/02/2025
RESTAURANT OPERATION PLAN	PocoRestOp.pdf	07/02/2025
DIAGRAM/FLOOR PLAN	PocoDiagram.pdf	07/02/2025



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with **Black Ink**

Poco Madre Brunch Y Dinner

1. Name of restaurant (Please print): _____

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	36" 160,000 BTU
Oven	Migali C-R04-NG
Freezer	Coldin Freezer
Refrigerator	Advantco #178A49RCH
Sink	Stainless Steel Sink
Dish Washing Facilities	Commercial Dishwasher
Food Preparation Counter (Dimensions)	2 Stainless Steel 24"X8'
Other	

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.) 80 %

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?) 10 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [50]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+25]

TOTAL [= 75]

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both L-10-2021-02

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 TV's

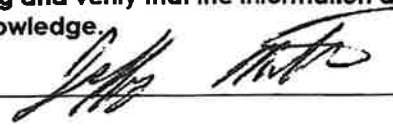
9. Do you have live entertainment or dancing? ☐ YES ☒ No

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	1
Hostesses	1
Managers	1
Servers	4
Other ()	
Other ()	
Other ()	

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 and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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

Type or Print with **Black Ink**

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:

Poco Madre Brunch Y Dinner

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

25 7 16 Day, Dept at 8:05

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

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

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

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

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

A.R.S. §4-210(A)7

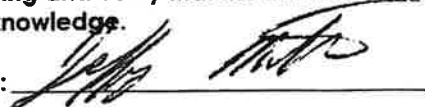
The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records,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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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 and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: 

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

Mojcajete - 35

A traditional Mexican dish served sizzling hot in a stone mortar. It includes: grilled steak, chicken, shrimp, chorizo, and nopales, all simmered in a rich, flavorful sauce. Accompanied by warm tortillas, rice, beans, and a side of guacamole.

Loaded Fries - 18

Fries loaded with cheese, beans, jalapenos, and your choice of protein, topped with sour cream and guacamole.

Birria Ramen - 20

A fusion of birria and ramen, featuring rich birria broth, noodles, and tender beef.

Flautas - 18

Rolls filled with chicken or beef, fried to perfection, and served with guacamole, sour cream, and salsa.

Tampiquena - 20

Grilled marinated skirt steak served with rice cheese enchiladas, topped with cheese and sour cream, accompanied by refried beans and Mexican rice.

Sopes - 20

Thick corn cakes topped with beans, lettuce, cheese, and your choice of protein, finished with a drizzle of crema.

Enchiladas 20

A trio of enchiladas, each with a different filling: chicken, cheese, and beef, topped with red, green, and mole sauces.

Birria Tacos - 20

Tacos filled with slow-cooked birria beef, served with a side of consomé for dipping.

Torta Traditional - 20

A classic Mexican sandwich featuring your choice of marinated beef, pork, or chicken. Served on a fresh bolillo roll with refried beans, avocado, lettuce, tomato, onions, and jalapenos. Accompanied by a side of fries or a small salad.

Chipotle Shrimp Fries - 20

Golden fries topped with sautéed pine de pollo, chipotle shrimp, sour cream, cutija cheese, and a drizzle of creamy sauce.

Quesabirria - 20

Birria tacos with melted cheese, served with a side of consomé for dipping.

Chile Relleno - 20

A poblano pepper stuffed with cheese and meat, battered and fried, served with rice and beans.

Rib-eye Steak - 50

A 12 oz. prime rib-eye steak, perfectly seasoned and grilled to your preference. Served with a choice of two sides: garlic mashed potatoes, grilled asparagus, or a side salad. Accompanied by a house-made chimichurri sauce.

Fajitas

Chicken - 22 Steak - 26

Shrimp - 28 Mixed - 30

Marinated and grilled fajitas served with sautéed bell peppers, onions, and a side of warm tortillas. Accompanied by guacamole, sour cream, salsa, and cheese.

Desserts and Drinks

Pan Dulce Bread Basket - 10

An assortment of traditional Mexican sweet breads, served with a side of Mexican hot chocolate for dipping.

Flan - 8

A classic Mexican dessert made with rich, creamy custard.

Arroz con Leche - 8

A traditional Mexican rice pudding, cooked slowly with milk, cinnamon, and a touch of vanilla.

Churro Bites with Ice Cream - 10

Bite-sized churros fried to perfection and dusted with cinnamon sugar. Served with a scoop of vanilla ice cream and drizzled with a rich chocolate sauce.

Mexican Coke - 5

Classic glass bottle.

Fountain Drinks - 6

Assorted color products.

Aguas Frescas - 10

Refreshing fruit drinks.

Chocolate Abuelita - 10

Traditional Mexican hot chocolate.

Coffee - 6

Prokly brewed coffee.

Appetizers

Salsa Bar - 14

A selection of house-made salsas, ranging from mild to spicy, served with warm tortilla chips.

Esquite - 12

Mexican street corn off the cob, seasoned with mayonaisse, cotija cheese, chili powder, and lime.

Ceviche App - 16

Fresh seafood marinated in citrus juices, mixed with tomatoes, onions, and cilantro, served with tortilla chips.

Mini Tostadas - 18

Crispy mini tostillas topped with avocado, beans, and your choice of protein, finished with a drizzle of crema and a sprinkle of queso fresco.

Nachos - 16

Tortilla chips loaded with melted cheese, beans, jalapeños, and your choice of protein, topped with sour cream and guacamole.

Queso Fundido - 14

Melting cheese dip with chorizo, served with warm tortillas for dipping.

Chicharron con Guac - 12

Crispy pork skin served with house-made guacamole, perfect for a crunchy, flavorful start to your meal.

Salads and Bowls

Taco Salad - 16

A bowl of fresh ground topped with your choice of protein, beans, cheese, tomatoes, and a drizzle of sour cream, served in a crispy tortilla bowl.

Santa Fe Salad - 16

An assortment of mixed greens, top with black beans, corn, avocado, grilled chicken, tomatoes, and zesty Santa Fe dressing.

Bowls - 20

A hearty bowl of rice, beans, and your choice of protein, topped with fresh salsa, guacamole, and a sprinkle of cheese.

Cesar Salad - 20

Fresh Romanian lettuce in Caesar dressing, top with croutons, Parmesan cheese, grilled chicken.

Birria Bowl - 20

Slow-cooked beef in a rich, flavorful broth, served with rice, beans, and tortillas on the side.

Kids Menu

Kids Quesadilla - 8

A classic cheese quesadilla, a go-to for young diners. Served with a side of rice and beans.

Kids Tacos - 12

Kid-friendly tacos with a choice of chicken or beef, topped with cheese.

Kids Bean and Cheese - 8

A simple and tasty burrito filled with refried beans and cheese, perfect for young diners.

Tacos

Tacos Surf n' Turf - 12

A delicious combination of shrimp and steak in a taco, topped with fresh pico de gallo and avocado slices.

Chimi Taco - 10

A twist on the classic chimichanga, with a crispy taco shell filled with your choice of protein and topped with sour cream and guacamole.

Taco Sonora - 9

Sonora-style taco with grilled steak, pinto beans, and a sprinkle of cheese.

Taco Chilaca - 9

Spicy chili pepper stuffed with cheese and beans, topped with a smoky salsa.

Shrimp Taco - 10

Freshly grilled shrimp, topped with a tangy slaw and creamy chipotle sauce.

Taco Nopal - 8

Grilled cactus taco, topped with fresh salsa and cotija cheese for a unique vegetarian option.

Im-Pastor Taco - 8

Plant-based version of the classic pastor taco, featuring marinated soy protein with pineapple, onions, and cilantro.

Taco Traditional - 8

Traditional Mexican street taco with your choice of protein, topped with onions, cilantro, and salsa.

Protein Options

Asada, Pastor, Carnitas, Grilled Chicken, Tinga Chicken, Chorizo, Chicharron

Appetizers

Salsa Bar - 14

A selection of house-made salsas, ranging from mild to spicy, served with warm tortilla chips.

Ceviche App - 16

Fresh seafood marinated in citrus juice, mixed with tomatoes, onions, and cilantro, served with tortilla chips.

Esquites - 12

Medium street corn off the cob, mixed with mayonnaise, cotija cheese, chili powder, and lime.

Mini Tostadas - 18

Crispy mini tortillas topped with avocado, beans, and your choice of protein, finished with a drizzle of cream and a sprinkle of queso fresco.

Queso Fundido - 14

Melty cheese dip with chicken, served with warm tortillas for dipping.

Chicharron con Queso - 12

Crispy pork skin served with house-made guacamole, perfect for a healthy, flavorful start to your meal.

Salads and Bowls

Tortilla chips loaded with melted cheese, beans, jalapenos, and your choice of protein, topped with sour cream and guacamole.

Taco Salad - 16

A bed of fresh greens topped with your choice of protein, beans, cheese, tomatoes, and a drizzle of our cream, served in a crispy tortilla bowl.

Bowls - 20

A hearty bowl of rice, beans, and your choice of protein, topped with fresh salsa, guacamole, and a sprinkle of cheese.

Cesar Salad - 20

Fresh Mexican lettuce in Caesar dressing, topped with tomatoes, avocados, cheese, and chicken.

Santa Fe Salad - 16

An assortment of mixed greens, top with like it does, corn, avocado, grilled chicken, tomatoes, and spicy Santa Fe dressing.

Birria Bowl - 20

Slow-cooked beef in a rich, flavorful broth, served with rice, beans, and onions on the side.

Kids Menu

Kids Quesadilla - 8

A classic cheese quesadilla, a perfect young choice. Served with a side of rice and beans.

Kids Bean and Cheese - 8

A simple and tasty burrito filled with refried beans and cheese, perfect for young chefs.

Tacos 'Surf n' Turf' - 12

A delicious combination of shrimp and steak in a bowl, topped with fresh salsa and sour cream.

Chimi Taco - 10

A twist on the classic chima burger, with a crispy taco shell filled with your choice of protein and topped with sour cream and guacamole.

Taco Chilaca - 9

Spicy red sauce topped with cheese and beans, topped with a smoky salsa.

Taco Nopal - 8

Grilled cactus beef, topped with fresh salsa and onion, served with a smoky vegetarian option.

Shrimp Taco - 10

Freshly grilled shrimp, topped with a tangy lime and creamy cilantro sauce.

Im-Pastor Taco - 8

Plant-based version of the classic pastor taco, featuring marinated soy protein with pineapple, onion, and cilantro.

Taco Traditional - 8

Traditional Mexican street tacos with your choice of protein, topped with onions, cilantro, and salsa.

Main Dishes

Mojalete - 35

A traditional Mexican fish and seafood platter, served in a large skillet with rice, beans, and a side of guacamole.

Tamplaquena - 20

Grilled marinated beef, pork, and chicken, served with a fresh salsa and rice, topped with cheese and sour cream, accompanied by refried beans and Mexican rice.

Loaded Fries - 18

Fries topped with cheese, beans, jalapenos, and your choice of protein, topped with house-made guacamole.

Sopes - 20

Thick corn cakes topped with beans, cheese, and your choice of protein, finished with a drizzle of cream.

Birria Harmon - 20

A fusion of birria and harmon, featuring rich birria broth, onions, and tender beef.

Enchiladas 20

A trio of enchiladas, each with a different filling: chicken, cheese, and beef, topped with red sauce and melted cheese.

Flautas - 18

Grilled tortillas filled with chicken or beef, fried to perfection, and served with guacamole, sour cream, and salsa.

Birria Tacos - 20

Tacos filled with slow-cooked birria beef, served with a side of cream for dipping.

Queshbirria - 20

Birria tacos with melted cheese, served with a side of cream for dipping.

Chile Relleno - 20

A poblano pepper stuffed with cheese and meat, battered and fried, served with rice and beans.

Rib-eye Steak - 50

A 12 oz. prime rib-eye steak, perfectly seasoned and grilled to your preference. Served with a choice of two sides: garlic mashed potatoes, grilled asparagus, or a side salad. Accompanied by a house-made chimichurri sauce.

Fajitas

Chicken - 22 Steak - 26 Shrimp - 28 Mixing - 30

Muriquited and grilled fajitas served with sautéed bell peppers, onions, and a side of warm tortillas. Accompanied by guacamole, sour cream, salsa, and cheese.

Desserts and Drinks

Pan Dulce Bread Basket - 10

A selection of traditional Mexican breads, served with a side of Mexican hot chocolate for dipping.

Plan - 8

A classic Mexican drink made with milk, cream, and orange.

Churro Bites with Ice Cream - 10

Butt churros fried to perfection and served with vanilla ice cream. Served with a drizzle of chocolate sauce.

Mexican Coke - 5

Classic glass bottle.

Fountain Drinks - 6

Assorted fountain drinks.

Chocolate Abuelita - 10

Traditional Mexican hot chocolate.

Coffee - 6

Freshly brewed coffee.

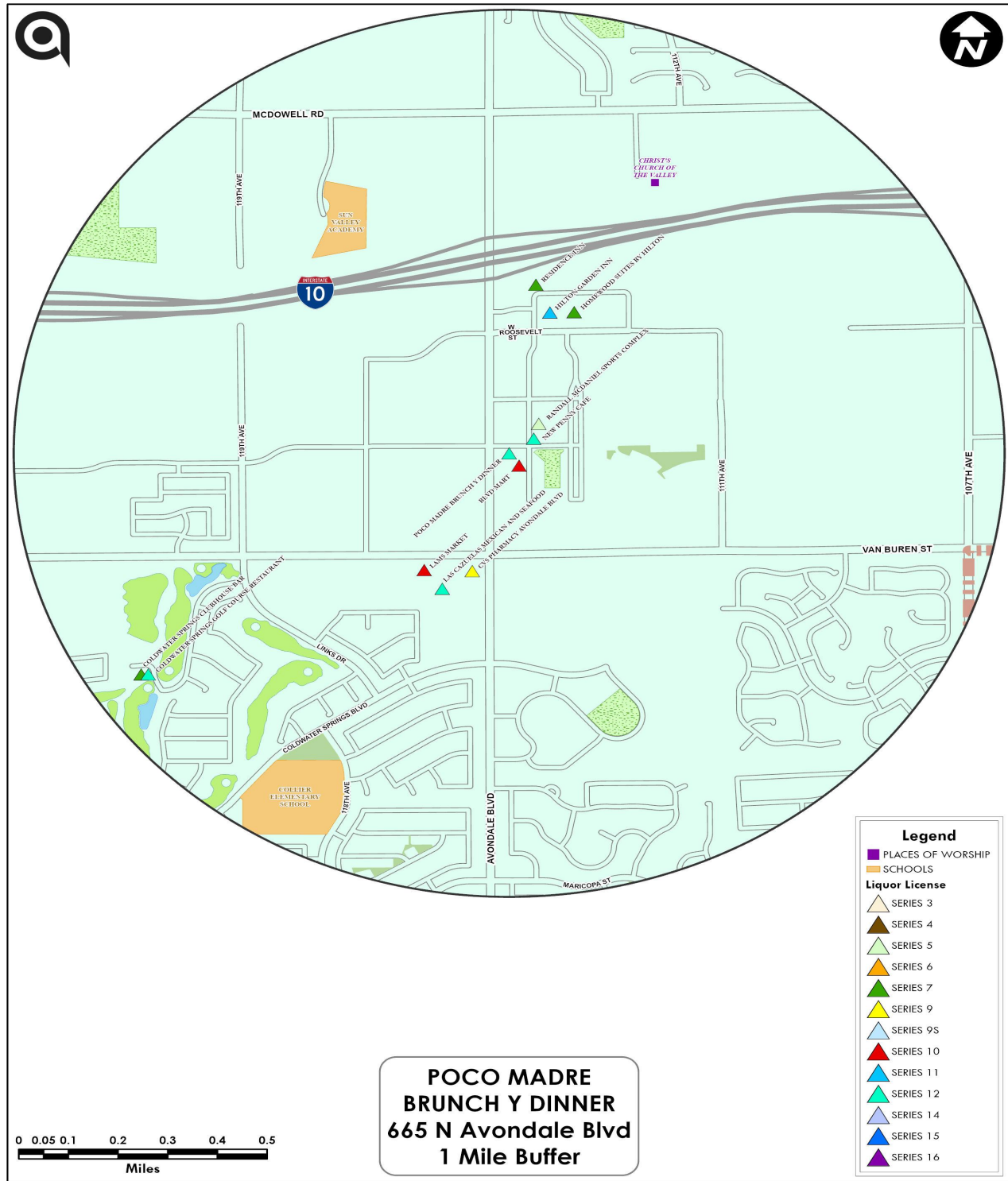
Arroz con Leche - 8

A traditional Mexican rice pudding, served simply with cinnamon and a dusting of powder.

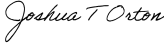
Agua Frescas - 10

Refreshing fruit drinks.

GIS MAP



LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Jeffrey Craig Miller
Business Name	Poco Madre Brunch Y Dinner
Business Address	665 N Avondale Blvd Avondale, AZ 85323
Department Comments	
Restaurants without drive thrus are a permitted use within the BLVD zoning district and the park avenue subdistrict. In order to meet the definition of a restaurant more than half of the gross receipts must be from food.	
☐ Police Department	☐ Fire Department
☒ Development Services	☐ Finance Department
☒ Approved	☐ Denied
 _____ E-Signature	Lead Senior Planner _____ Title
Joshua Orton _____ Name	Aug 4, 2025 _____ Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	Series 12 - Restaurant
Applicant's Name	Jeffrey Craig Miller
Business Name	Poco Madre Brunch Y Dinner
Business Address	665 N Avondale Blvd, Avondale, AZ 85323
Department Comments	
Applicant has not applied for a business license and no business application on file.	
☐ Police Department☐ Fire Department ☐ Development Services☒ Finance Department	
☒ Approved☐ Denied	
 vianca garcia (Aug 25, 2025 15:36:39 PDT) E-Signature Vianca Garcia Name	Customer Service Representative Title 08/25/2025 Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

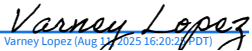
LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Jeffrey Craig Miller
Business Name	Poco Madre Brunch Y Dinner
Business Address	665 N Avondale Blvd Avondale, AZ 85323
Department Comments	
Approved	
☐ Police Department	☒ Fire Department
☐ Development Services	☐ Finance Department
☒ Approved	☐ Denied
<u>L.Scott Miller</u> L.Scott Miller (Aug 11, 2025 13:01:52 PDT)	Fire Marshal
E-Signature	Title
<u>L.Scott Miller</u>	<u>Aug 11, 2025</u>
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

LICENSE REVIEW FORM

Type of License	12 Restaurant
Applicant's Name	Jeffrey Craig Miller
Business Name	Poco Madre Brunch Y Dinner
Business Address	665 N Avondale Blvd Avondale, AZ 85323
Department Comments	
No concern	
☒ Police Department ☐ Fire Department	
☐ Development Services ☐ Finance Department	
☒ Approved ☐ Denied	
 Varney Lopez (Aug 11, 2025 16:20:37 PDT)	Lieutenant
E-Signature	Title
Varney Lopez	Aug 11, 2025
Name	Date

This license is scheduled for the City Council Meeting on: 09/08/2025

Please complete form by: 08/25/2025

ITEM NUMBER: 4.g.

SUBJECT: Resolution 1054-0925 - Authorizing Grant Acceptance from U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All ("SS4A") Grant Program

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Kimberly Moon, City Engineer

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

Resilient Infrastructure and Transportation

PURPOSE:

City Council will consider a request to: a) adopt Resolution 1054-0925, accepting grant funding from the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All ("SS4A") Grant Program in the amount of \$560,000.00 for Fiscal Year 2026; b) authorize and direct staff to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution; and c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Avondale was awarded the Safer Streets and Roads for All grant funding through a competitive process to support planning, infrastructure, and behavioral and operational initiatives to prevent fatalities and serious injuries on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, motorists, and commercial vehicle operators. The City of Avondale is a rapidly growing community within the Phoenix Metro area, with its population projected to increase by 25% by 2030. As the community continues to grow, transportation-related safety concerns have also increased. Currently, Avondale's Annual Fatality Rate stands at 7.84 fatalities (from accidents) per 100,000 residents, which has prompted the City to explore proactive safety planning efforts.

DISCUSSION:

To address these challenges, the City intends to develop a Citywide Safety Action Plan that will help reduce crashes and prepare for future transportation-related safety needs. The project will be completed in three phases. The Base Phase, or Pre-NEPA, will consist primarily of research, data analysis, community engagement, and drafting of the Citywide Safety Action Plan. This phase will also include the identification of

potential demonstration projects. Option Phase 1 will focus on advancing these demonstration projects by developing final designs and identifying specific locations and strategies for implementation. Option Phase 2 will move into full implementation of the selected demonstration projects, along with monitoring and evaluating their outcomes to guide future citywide safety initiatives.

Staff recommends moving forward with the Base Phase to begin development of the Citywide Safety Action Plan, with preparation for subsequent phases as funding and resources allow.

BUDGET IMPACT:

The funding provided by the U.S. Department of Transportation Federal Highway Administration will require an expenditure appropriation transfer from the grant contingency account to the Safety Action and Demonstration Plan project (T0416) budget to provide expenditure authority for the grant.

RECOMMENDATION:

Staff recommends City Council adopt a resolution authorizing the Grant Agreement with the U.S. Department of Transportation Federal Highway Administration for the Safe Streets and Roads for All ("SS4A") Grant Program in the amount of \$560,000.00 for Fiscal Year 2026 and authorize staff to take the necessary actions to execute the terms of the agreement.

Contact person for document distribution: Jonathan Almanza, Kimberly Moon

RESOLUTION NO. 1054-0925

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM (SS4A) FOR THE DEVELOPMENT OF A SAFETY ACTION AND DEMONSTRATION PLAN AND TO CONDUCT DEMONSTRATION ACTIVITIES.

WHEREAS, the United States Department of Transportation (“USDOT”) has awarded the City of Avondale (the “City”) a Fiscal Year 2023 Safe Streets and Roads for All Grant Program (“SS4A”) funds in the amount of \$565,000.00 for the development of a Safety Action and Demonstration Plan and to conduct demonstration activities (the “Grant”); and

WHEREAS, the Mayor and Council of the City of Avondale (“City Council”) desire to accept the Grant funds and add matching funds not to exceed \$140,000.00 to the project.

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

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

SECTION 2. The City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$565,000.00; and (ii) a City match not to exceed \$140,000.00; and (iii) the execution of the Fiscal Year 2023 Program Grant Agreement with USDOT relating to the acceptance and administration of the Grant funds (the “Agreement”) in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 8, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1054-0925

[Agreement]

See following pages.

1. Federal Award No.

693JJ32540725

2. Effective Date

See No. 16 Below

**3. Assistance
Listings No.**
20.939

4. Award To

City of Avondale
11465 W Civic Center Dr
Avondale, AZ 85323

Unique Entity Id.: GDTNM5BLN9Y4
TIN No.: 86-6000233

5. Sponsoring Office

U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance

Effective Date of Award – 36 months

7. Total Amount

Federal Share:	\$560,000
Recipient Share:	\$140,000
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$700,000

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment
and Jobs Act (IIJA; Pub. L. 117–58, November
15, 2021)

10. Procurement Request No.

HSA240384PR

11. Federal Funds Obligated

Base Phase: Pre-NEPA: \$400,000

12. Submit Payment Requests To

See Article 5.

13. Accounting and Appropriations Data

15X0173E50.0000.055SR10500.5592000000.4101
0.61006600

14. Description of the Project

This award will be used by the City of Avondale to develop a Safety
Action Plan, and to conduct a few low-cost demonstration activities.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature

Date

Name: Mr. Ron Corbin

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature

Date

Name: Ryan Buck

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Avondale, AZ (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Avondale Safety Action and Demonstration Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("**SS4A**") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Avondale Safety Action and Demonstration Plan

Application Date: 07/06/2023

2.2 Award Amount.

SS4A Grant Amount: \$560,000

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA	\$400,000	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Final Design	\$40,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$120,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: Effective Date of Award – 1/31/2028

Option Phase 1 Budget Period: [Reserved]

Option Phase 2 Budget Period: [Reserved]

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3

SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in three phases.

The City of Avondale (City) is a fast-growing community in the Phoenix Metro area. By 2030, Avondale's population is expected to increase by 25%. With the growth, the City's Annual Fatality Rate has risen to 7.84 fatalities per 100,000 people. The demographic profile of Avondale (70% minority, 11.6% in poverty, 21% considered underserved, 39% within disadvantaged communities, 30% of fatalities and serious injury crashes appear within vulnerable and underserved communities) makes equitable investment and vulnerable road users important priorities for the City.

The City desires to develop a safety action plan to help address the community's growing crash rate and future transportation related safety needs.

Base Phase: Pre-NEPA: The majority of the project will be to research, investigate and draft a City-wide Safety Action Plan. Once the plan is drafted, one or more of the projects will be selected to conduct as demonstration projects.

Option Phase 1: Final Design: Development and identification of locations and strategies for demonstration activities.

Option Phase 2: Construction: Installation and evaluation of strategies identified for demonstration activities.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	October 1, 2025
Planned Draft Plan Completion Date:	October 1, 2026
Planned Final Plan Completion Date:	June 30, 2027
Planned Final Plan Adoption Date:	November 31, 2027
Planned SS4A Final Report Date:	January 31, 2028

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	July 31, 2026
Planned Construction Start Date	October 31, 2026
Planned Evaluation Period End Date:	March 31, 2027
Planned SS4A Final Report Date:	January 31, 2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$560,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$140,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$700,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	500,000		500,000
Construction	200,000		200,000
Project Total	700,000		700,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Raj Thoutam
Sr. Traffic Engineer
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323
623.333.4217
rthoutam@avondaleaz.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Ward Stanford	Associate Traffic Engineer
Raj Thoutam	Senior Traffic Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Arizona
Agreement Officer's Representative (AOR)
4000 N. Central Ave. Suite 1500

Phoenix, AZ 85012
602-379-3646
Arizona.fhwa@dot.gov

and

Glen Robison
Arizona Division Office Lead Point of Contact
Safety Specialist
4000 N. Central Ave. Suite 1500
Phoenix, AZ 85012
602-382-8961
Glen.Robison@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees

that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: The City of Avondale city limits

Baseline Measurement Date: July 1, 2027

Baseline Report Date: September 1, 2027

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

This is an Action Plan; therefore, actions to address Labor and Workforce are not expected. The City of Avondale is committed to taking actions to create good paying jobs with the free and fair

choice to join a union and incorporate strong labor standards in future construction projects that may result from the City of Avondale Safety Action and Demonstration Plan.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

Not applicable - grant does not require the purchase of information technology or operational technology.

ITEM NUMBER: 4.h.

SUBJECT: Resolution 1055-0925 – Intergovernmental Agreement with Avondale Elementary School District for School Resource Officers at Michael Anderson Elementary School, Avondale Middle School and Lattie Coor Elementary School

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1055-0925, authorizing an Intergovernmental Agreement with the Avondale Elementary School District to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year at Michael Anderson Elementary School, Avondale Middle School and Lattie Coor Elementary School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools, and the need to maintain an SRO in the middle and elementary schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Avondale Elementary School District since 2024 to provide a School Resource Officer to their schools.

The police department enjoys the benefit of having an SRO assigned to schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending Michael Anderson Elementary School and Avondale Middle School, which would provide relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from August 1, 2025, through June 30, 2026, for both Michael Anderson Elementary School, Avondale Middle School, and Lattie Coor Elementary School, which provide direction, supervision, and management of the assigned SRO. The SRO will

work with the school staff to coordinate a variety of law enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students as well as serve as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's costs and reimbursements are included in the FY2026 budget.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution, authorizing an Intergovernmental Agreement between the Avondale Elementary School District and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Albert Bates, Olivia Contreras, Jonathon Martin and Memo Espinoza

RESOLUTION NO. 1055-0925

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE AVONDALE ELEMENTARY SCHOOL DISTRICT RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR MICHAEL ANDERSON SCHOOL, LATTIE COOR SCHOOL AND AVONDALE MIDDLE SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Avondale Elementary School District relating to school resource officer services at Michael Anderson school, Lattie Coor School and Avondale Middle School for fiscal year 2025-2026 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 8, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1055-0925

[Agreement]

See following pages.

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

(Michael Anderson School, Lattie Coor School and Avondale Middle School)

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this 1st day of August 2025 between the City of Avondale, an Arizona municipal corporation (the "City"), and the **Avondale Elementary School District** (the "District").

RECITALS

A. The District has funding available through its School Safety Program Grant ("SSP Grant") to fund the cost for school resource officer services (the "SRO Services") for **Michael Anderson School** located at 45 S. 3rd Avenue, Avondale, AZ, 85323, **Lattie Coor School** located at 220 E. La Canada Boulevard, Avondale, AZ 85323, and for **Avondale Middle School** located at 1406 N. Central Avenue, Avondale, AZ 85323 (each a "School", collectively the "Schools").

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO," collectively, the "SROs") to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

a. The City shall assign one police officer per school (for a total of three) to the District to provide SRO Services at each School on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police

Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for 40 hours each week at all times that the School is in session (August, 2025 through June, 2026). This tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the School will be the same individual during the three-year School Safety Grant Program cycle.

b. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2. Notwithstanding anything to the contrary in this Agreement, the City agrees SRO will be on campus 80% of the time school is in session as required by the SSP Grant.

c. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School-related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School.

d. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

e. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

f. Each officer assigned to perform SRO services shall attend all required annual training required by the Arizona Department of Education for SROs under the School Safety Program.

1.2 Invoices; Salary Rates. The City shall invoice the District monthly, based upon SRO Services performed and completed to date. The SRO's salary and employer-paid benefits rate

shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to subsection 1.2 above.

a. The District shall pay the City an amount not to exceed **\$151,314.00** for SRO Services at **Michael Anderson School, \$151,314.00** at **Lattie Coor School**, and **\$151,314.00** at **Avondale Middle School** for the SROs' benefits and salary for the ten-month 2025-2026 school year, plus one-month summer school in June 2026 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved in writing by the Schools Principals. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week-long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO, nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2024 School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2026 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2026, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges. If payment is not received within 30 days, then a late fee of 1% of the amount owed per month will be charged to the District. Late fees shall not be paid from SSP Grant funds.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair, filing cabinet, up-to-date computer and printer as provided in the grant.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO 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 removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of an SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may 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.

2.6 Upon request, the District shall provide a complete copy of the School Safety Program grant application to the SRO.

SECTION III – School Safety Program; Duties and Responsibilities.

3.1 The parties agree to accept School Safety Program guidelines contained in the School Safety Program Guidance Manual, which is attached here as **Exhibit A** and incorporated into this Agreement by this reference.

3.2 Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual. (*See Ex. A at 9-15.*)

3.3 The SRO shall have the following duties:

- 3.3.1 Establish liaison with school administrators, staff, students and parents.
- 3.3.2 Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- 3.3.3 Network with community agencies that may or do provide services to the school.
- 3.3.4 Act as a resource in the investigation of school related criminal activities.
- 3.3.5 Participate in the Parent-Teacher Association as requested.

- 3.3.6 Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- 3.3.7 Provide a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- 3.3.8 Provide information when requested to students, parents, and staff in law-related situations.
- 3.3.9. Attend annual training provided by the Arizona Department of Education, with all related travel expenses to be paid by the District as provided in the grant.
- 3.3.10 Maintain an activity log in accordance with the requirements set forth in the SSP Manual. (*See* Ex. A at 13-14).
- 3.3.11 Collaborate with school personnel on school-wide safety strategies and participate as a member of the School Safety Assessment and Prevention Team.

GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement to the extent they result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be from August 1, 2025, until June 30, 2026, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.12 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to, nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement without cause upon 30 days' written notice to the other party at the addresses indicated below. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District

also has the right to terminate this Agreement immediately should the City increase the costs for Services beyond those costs that existed in July 2025.

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

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Ron Corbin, City Manager
With a copy to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Nicholle Harris, City Attorney
If to the District:	Avondale Elementary School District 295 W. Western Avenue Avondale, AZ 85322 Attn: Dr. Eric Duppen, Superintendent

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

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in determining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any

payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the School.

3.10 Applicable Law; 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, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 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 ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-1022.

3.13 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.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original purchaser.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or

designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement, and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the School's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City. In the event the issue cannot be resolved through this process, the parties will follow the dispute resolution process set forth in Section 3.16 above.

3.20 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
Municipal corporation

By: Mike Pineda, Mayor

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

“District”

AVONDALE ELEMENTARY SCHOOL
DISTRICT #44

Leticia Castro
By: Leticia Castro, Governing Board President

Date: July 22, 2025

Eric Dueppen
Dr. Eric Dueppen, Superintendent

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for the District

Nicholle Harris, Attorney for City of Avondale

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
Municipal corporation

By: Mike Pineda, Mayor

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

“District”

AVONDALE ELEMENTARY SCHOOL
DISTRICT #44

Leticia Castro
By: Leticia Castro, Governing Board President

Date: July 22, 2025

Eric Dueppen
Dr. Eric Dueppen, Superintendent

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Kristi Mackin
Attorney for the District

Nicholle Harris
Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE AVONDALE ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[ARIZONA DEPT. OF EDUCATION SCHOOL SAFETY PROGRAM MANUAL]

SCHOOL SAFETY PROGRAM MANUAL
SCHOOL RESOURCE OFFICER/SCHOOL SAFETY OFFICER AND JUVENILE
PROBATION OFFICER

REVISED JULY 2024



The Arizona Department of Education (ADE) is pleased to provide the *School Safety Program SRO/JPO Guidance 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 guidance 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, 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 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 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 a peace officer or a full-authority reserve peace officer who is certified by the Arizona peace officer standards and training board.

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.

Service Agreement (Inter-Governmental Agreement)

For each site receiving funding under the School Safety Program, a Service 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 Service Agreement include a dispute resolution process between the district/charter and the law enforcement agency. A Service Agreement Template with all required elements in the links located in Section 6.

The Service Agreement: Developing the Partnership

The Service Agreement (SA) 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 SA shall be in accordance with the established guidelines of the School Safety Program.

The Service Agreement shall 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 guidelines contained in this manual.
- The roles and responsibilities of all entities shall be accepted as established by the School Safety Program guidelines contained in this 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 SA. Late fees shall not be paid from School Safety Grant funds.
- The district, charter, or school shall provide office space that provides privacy for the SRO/JPO to conduct confidential business. The office shall include the necessary equipment for an officer to effectively perform their duties, i.e. telephone, desk, chair, filing cabinet, up-to-date computer and printer as provided in the grant.

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 Service Agreement.

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 a Service 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

Assists with Documentation:

- Plays a key role in the development, review, and revision of the Service Agreement.
- 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.

School Principal/Site Administrator Requirements

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 Assessment and Prevention Team:

- Establishes a multidisciplinary SSAPT 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 that ties back to the priorities that were identified by the needs assessment completed by the SSAPT?

Operational 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 Service Agreement, 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.

Law-Related Education

- Promotes the integration of LRE into the classrooms and directs staff development of teachers and officer 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.

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 Assessment and Prevention Team (SSAPT)

Awarded schools are required to establish a School Safety Assessment and Prevention Team (SSAPT). The purpose of this team is to conduct 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 SSAPT reviewing the Operational Plan at each of its quarterly meetings?

TIP: An *SSAPT Agenda Template* can be found in the [SSP Documents & Resources Padlet](#) under the *SSP Documents tab*.

Operational Plan

The site administrator, in collaboration with the school's SSAPT, 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. This plan should include utilizing the school's needs assessment data to determine your school's priority focus areas for safety, a plan to holistically address those priority focus areas through intervention and prevention efforts, a plan to progress monitor those intervention and prevention efforts, and a plan to regularly review the progress monitoring data to make adjustments based on effectiveness. The plan is a dynamic document that should be used by the school administrator, officer, and SSAPT to monitor program implementation and provide continuous improvement throughout the school year.

TIP: *The Needs Assessment Activity* (contains a needs assessment and operational plan) and an *Example of the Needs Assessment Activity* can be located on the SSP Padlet (*SSP Documents tab*).

Officer Activity Log

Officers are required to complete an activity log that tracks officer activities, LRE instruction hours, and the time the officer is on and off campus. The following information is required for grant compliance:

Officer Activities within the role of a Law Enforcement Specialist (SRO/SSO)

- School Safety Incidents
- Risk & Vulnerability Assessments
- Emergency Preparedness
- Civic Responsibility & Character Education
- Prevention Training/Lessons
- Investigations
- Crisis Interventions
- Etc.

Officer Activities within the role Court Officer (JPO).

- Coordinate efforts involving a local law enforcement agencies and the school
- Provides the court with school information
- Referrals to Juvenile Courts or Outside Services
- Prevention Programming
- Coordinate partnerships for evening support centers
- Emergency Response Planning Consultant
- Staff/Community Training
- Etc.

Officer Activities within the role of a Law Related Educator

- Planning
- LRE Hours
- Universal/Cohort/Community

Officer Activities within the role of a Positive Role Model

- Check-in/Check-out
- Fostering Relationships/Positive School Climate
- Small Group Interventions
- Restorative Justice
- Etc.

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, picking up a department vehicle, supporting local police departments, and required training to maintain AZ Post License.

TIP: Officers should use the provided 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. The *Officer Activity Log* can be located in the [SSP Documents & Resources Padlet](#) under the *SSP Documents*.

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 MOU.

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 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 mandatory training?
- 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.

TIP: An Officer Performance Assessment Template is provided in Section 6.

Training

Specific training is required each year for the following positions (see the course catalog 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

Failure to meet the annual training requirement can result in the Local Education Agency/charter being put on programmatic hold the following year.

Administrators are welcome to attend days 2-4 of New Officer or New CSW Training with their SRO, JPOs, and CSWs if seats are available.

Site Administrator: This is the school principal or a designee (assistant principal, dean of students, etc.), whoever works most directly with the SSP-funded position (school resource officer, juvenile probation officer, school social worker, school counselor) and is primarily responsible for the implementation of the program.

If a principal appoints a designee (assistant principal, dean of students, etc.) as the site administrator to oversee the School Safety Program, both the principal and the designee must attend Leadership 100. Thereafter, the designee can attend SSP Advanced University Course on behalf of the principal. If there is turnover in either position, the continuing administrator must ensure that the current year's training requirement is met. The new administrator must attend Leadership 100.

If you are a returning officer and have not attended a New Officer Training since 2020, we recommend that you attend the New Officer Training as the training content has changed substantially.

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) 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, 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 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

Tip: Wellness - The role of the SRO will come with many challenges that will be mentally and physically exhausting. You will be expected to perform your duties despite the challenges of the role because you are entrusted with our most prized possession, our children. As an officer you must maintain your mental health as well as your physical well being. Most agencies in Arizona have a working relationship with mental health providers for their employees. Organizations such as the 100 Club of Arizona, Bullet Proof, Under the Shield, Boulder Crest are a few examples of organizations to assist officers with mental health assistance. Some questions to consider: What shape are you in physically? Do you have any injuries or limitations that preclude you from performing your duties at 100%? What are you doing to address these issues? Are you taking care of yourself?

<https://www.100club.org/>

<https://www.bulletproof.org/>

<https://bouldercrest.org/about-boulder-crest/locations/boulder-crest-arizona/>

<https://undertheshield.com/home-mobile/>

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 SSAPT 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.

Preparing to teach LRE is critical to having successful outcomes. Here are some tips for your to prepare:

Tip #1: Prior to Getting into the Classroom

- Build your Law for Kids profile.
- Follow the best practices of LRE.
- Review, download and if need be, print your lesson plans. Make certain you have all your required documents and items needed to teach your class, such as butcher paper, pens, markers, high lighters etc.
- When the schedule permits practice your LRE lesson in the classroom you will be instructing the lesson in. Learn how to navigate through any electronic educational tools such as whiteboards or projectors.

Tip #2: While in the Classroom: *Classroom Management - Establishing class rules will make your LRE instruction organized and have learning outcomes for all students..*

- Know and understand what campus initiatives are being used in your school
- Use effective instructional practices
- Know appropriate response to behavior/school rules (PBIS/school policy)
- Utilize established school connectedness efforts (e.g., Capturing Kids Hearts, Kids at Hope, greeting students at the door, etc.)
- Collaborate with your teachers on their individual class rules.
- Incorporate your own rules such as "One person speaks at a time, raise your hand if you have a question, and when we are doing group projects, do not get too loud".
- Reinforce your teacher's class rules.

Tip #3: Co-teach: *Bring the classroom teacher into the LRE world by sharing your LRE lesson in advance.*

- The teacher **must** always be present in the classroom and provide any modifications or accommodations for students with disabilities during the lesson.
- Be intentional about having the teacher be a part of the lesson.
- Have the teacher connect the content to their subject area (if possible).
- Collaborate with the teacher on engagement strategies during the lesson (possibly model for the officer).
- Encourage the teacher to share anecdotal information during the presentation.
- Inquire about sensitive topics or information about students that may arise during the lesson.
- Seek feedback from the teacher after the lesson.

Tip #4: Professionalism: *Make sure that your words and deeds will pass the "Headline Test"*

- Speak positively of the school, teacher, student, or any other agency while instructing LRE. Leave criticisms or concerns to private meetings.
- Use school appropriate language. Never use foul language at your students or staff while performing your duties. Even the slightest mishap will lessen your credibility with everyone.
- Always prioritize the safety of everyone on the school campus. Never place yourself, your co-teacher, or students in a compromised or vulnerable situation.
- You will be asked one hundred times if not more, "What kind of gun do you have and can I see it?" **Only remove police equipment in an appropriate emergency situation!** NEVER ever remove your firearm for "Show and Tell". The students and staff must know that a lethal weapon is only used in time of actual emergency. Don't be that guy!

Tip #5: Make it Fun: *Make your LRE Lessons fun. As the SRO you have the huge opportunity to influence students' lives in a positive direction. Think out of the box.*

- Use your imagination and always use the Best Practices from the Arizona Bar Foundation.
- Be yourself, be approachable, be enthusiastic, be motivating, be firm and be fair.
- Provide reinforcers to your students such as candy-snacks-pencils-pen during your classroom instruction if possible. Reinforce behaviors you want to see:
 - Students engaged and participating in lessons
 - Students sharing information
 - Students acting respectfully and following class rules
- Come up with unique and fun ways students can show what they have learned. This will assist the students to remember you and the lesson taught.

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 School Resource 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 you must learn as many pertinent people on your campus. The SRO 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 SSAPT.

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 - <u>DCS</u> - <u>Community Resources</u> <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 - <u>Mandatory reported incidents</u>		<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)

Tier 2 Targeted Supports	<u>Prevention Trainings/Lessons (Not LRE)</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	<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
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>Civics & Character Education (Not LRE)</u> - Character Education: Character Counts! <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.

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

SSAPT Meeting Grant Requirements

- Trained
- Using data to drive decisions
- Maintains an 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 sword 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 SSAPT 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.

Preparing to teach LRE is critical to having successful outcomes. Here are some tips for your to prepare:

Tip #1: Prior to Getting into the Classroom

- Build your Law for Kids profile.
- Follow the best practices of LRE.
- Review, download and if need be print your lesson plans. Make certain you have all your required documents and items needed to teach your class, such as butcher paper, pens, markers, high lighters etc.

- When the schedule permits practice your LRE lesson in the classroom you will be instructing the lesson in. Learn how to navigate through any electronic educational tools such as whiteboards or projectors.

Tip #2: While in the Classroom: *Classroom Management - Establishing class rules will make your LRE instruction organized and have learning outcomes for all students..*

- Know and understand what campus initiatives are being used in your school
- Use effective instructional practices
- Know appropriate response to behavior/school rules (PBIS/school policy)
- Utilize established school connectedness efforts (e.g., Capturing Kids Hearts, Kids at Hope, greeting students at the door, etc.)
- Collaborate with your teachers on their individual class rules.
- Incorporate your own rules such as” One person speaks at a time, raise your hand if you have a question, and when we are doing group projects, do not get too loud”.
- Reinforce your teacher’s class rules.

Tip #3: Co-teach: *Bring the classroom teacher into the LRE world by sharing your LRE lesson in advance.*

- The teacher **must** always be present in the classroom and provide any modifications or accommodations for students with disabilities during the lesson.
- Be intentional about having the teacher be a part of the lesson.
- Have the teacher connect the content to their subject area (if possible).
- Collaborate with the teacher on engagement strategies during the lesson (possibly model for the officer).
- Encourage the teacher to share anecdotal information during the presentation.
- Inquire about sensitive topics or information about students that may arise during the lesson.
- Seek feedback from the teacher after the lesson.

Tip #4: Professionalism: *Make sure that your words and deeds will pass the “Headline Test”*

- Speak positively of the school, teacher, student, or any other agency while instructing LRE. Leave criticisms or concerns to private meetings.
- Use school appropriate language. Never use foul language at your students or staff while performing your duties. Even the slightest mishap will lessen your credibility with everyone.
- Always prioritize the safety of everyone on the school campus. Never place yourself, your co-teacher, or students in a compromised or vulnerable situation.
- You will be asked one hundred times if not more, “What kind of gun do you have and can I see it?” **Only remove police equipment in an appropriate emergency situation!** NEVER ever remove your firearm for “Show and Tell”. The students and staff must know that a lethal weapon is only used in time of actual emergency. Don’t be that guy!

Tip #5: Make it Fun: *Make your LRE Lessons fun. As the SRO you have the huge opportunity to influence students’ lives in a positive direction. Think out of the box.*

- Use your imagination and always use the Best Practices from the Arizona Bar Foundation.
- Be yourself, be approachable, be enthusiastic, be motivating, be firm and be fair.
- Provide reinforcers to your students such as candy-snacks-pencils-pen during your classroom instruction if possible. Reinforce behaviors you want to see:
 - Students engaged and participating in lessons
 - Students sharing information
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- Come up with unique and fun ways students can show what they have learned. This will assist the students to remember you and the lesson taught.

Role #3: Positive Role-Model

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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 SSAPT.

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)

Tier 2 Targeted Supports

Prevention Trainings/Lessons (Not LRE)

- 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

Cohort Law Related Education

- Targeted at specific grade levels or groups of students
- Based on needs assessment data

Community and Teacher Law Related Education

- Targeted at teachers and parents to increase awareness on specific topics
- Based on needs assessment data

Targeted Role Model Skills

- 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)

Targeted Relationship Building

- 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

Tier 1 Whole School	<u>Coordinate Partnerships for Evening Support Centers</u> - E.g., boys and girls club, youth activities, local parks and recreation centers, etc. <u>Civics & Character Education (Not LRE)</u> - Character Education: Character Counts! <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.)	<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.
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>SSAPT Meeting Grant Requirements</u> - Trained - Using data to drive decisions - Maintains an 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](#)
 - University Course Catalog ◦ Training Schedule ◦ SSP CSW/Officer Manual ◦ CSW/Officer Guidance Documents ◦ CSW/Officer Weekly Activity Log ◦ Responsibilities Checklist - District Administrator ◦ Responsibilities Checklist - Site Administrator ◦ Responsibilities Checklist - Agency Supervisor ◦ Responsibilities Checklist - Officer ◦ Responsibilities Checklist - Counselor/Social Worker ◦ Strategic Plan ◦ SSAPT Needs Assessment Activity ◦ Operational Calendar ◦ SSAPT 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

ITEM NUMBER: 4.i.

SUBJECT: Resolution 1056-0925 – Intergovernmental Agreement with American Charter Schools Foundation for School Resource Officers at Estrella High School

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1056-0925, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year at Estrella High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has recently partnered with the American Charter Schools Foundation to provide a School Resource Officer for Estrella High School.

The police department enjoys the benefit of having an SRO assigned to schools who can field most calls for service that a patrol officer would normally handle. Further, the SRO conducts follow-up on criminal investigations involving the students attending Estrella High School, which would provide relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year and one month of summer school running from July 22, 2025, through June 30, 2026, for Estrella High School, which provides direction, supervision, and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO

will provide a positive police role model for students, while also serving as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's costs and reimbursements are included in the FY2026 budget.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution, authorizing an Intergovernmental Agreement with the American Charter Schools Foundation to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year at Estrella High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Albert Bates, Olivia Contreras, Jonathon Martin and Memo Espinoza

RESOLUTION NO. 1056-0925

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AMERICAN CHARTER SCHOOLS FOUNDATION RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR ESTRELLA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with American Charter Schools Foundation relating to school resource officer services at Estrella High School for fiscal year 2025-2026 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 8, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1056-0925

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
American Charter Schools Foundation
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

(Estrella High School)**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this [14th] day of [May] 2025 between the City of Avondale, an Arizona municipal corporation (the "City"), and the American Charter Schools Foundation, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the "SRO Services") for Estrella High School located at 510 N. Central Ave., Avondale, AZ 85323.

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO," collectively, the "SROs") to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign one police officer to the District to provide SRO Services at the School on an hourly basis as more particularly set forth herein. The City agrees to involve the District, in the selection process for the SRO, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO position. The City will endeavor to ensure that the SROs are assigned to the School for up to

40 hours each week at all times that the School is in session (July 22, 2025 through May 31, 2026). This tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the School will be the same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School- related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the school shall include Law Related Education (LRE) on mutually agreed upon topics and number of hours based on the needs for the school and the ADE School Safety Program grant requirements.

g. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District monthly, based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to subsection 1.2 above.

a. The District shall pay the City an amount not to exceed \$151,314.00 for SRO Services at Estrella High School for the SROs' benefits and salary for the ten-month 2025-2026 school year, plus one-month summer school in June 2026 if required. The City shall pay 100% of the SROs' costs during the one-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high schools' Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 100% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week- long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The Fiscal Year (FY) 2026 School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the FY 2026 approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in FY 2026, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO 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 removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may 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.

2.6 The District shall provide a complete copy of the School Safety Program grant application and aware to each SRO when s/he begins service.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be from July 1, 2025, until June 30, 2026, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the

SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs for Services beyond those costs that existed in [____ 202_].

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Ron Corbin, City Manager

With a copy to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to the District: American Charter Schools Foundation
6150 N. 16th St., Suite A
Phoenix, AZ 85016
Attn: Patrick Lawrence, CFO

With a copy to: American Charter Schools Foundation
6150 N. 16th St., Suite A
Phoenix, AZ 85016
Attn: Eva Gilliam, Grants

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to

a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in detaining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the School.

3.10 Applicable Law; 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, Arizona.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 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 ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-1022.

3.13 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.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above- mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Principal or the Principal's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the School's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"

CITY OF AVONDALE, an Arizona
Municipal corporation

By: Mike Pineda, Mayor

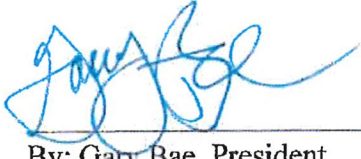
Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

"District"

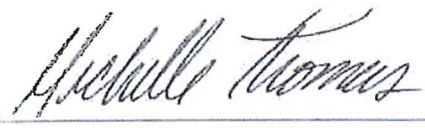
American Charter Schools Foundation dba
Estrella High School, an Arizona charter school



By: Gary Bae, President

Date: 5/14/25

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.



Michelle Thomas, Attorney for the District

Nicholle Harris, Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AMERICAN CHARTER SCHOOLS FOUNDATION
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "professional staff" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

10. Mindset. All members of the Avondale Police Department should be open to changing their mindset to understand the changing needs of our community. The mindset of Avondale police employees must adapt to change, to improve service and support the community. Avondale police employees will strive to develop working partnerships with the community in order to jointly resolve community concerns. We will accomplish this by constantly changing our way of thinking, policing, and communicating with the people we "Serve With Honor".

11. Wellness . The Avondale Police Department encourages all employees to maintain personal wellness through

12. positive practices that enhance all human dimensions; Spiritual, Mental, Physical, and Emotional.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, theirs rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The American Charter Schools Foundation, dba Estrella High School principal or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with American Charter Schools Foundation, dba Estrella High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with American Charter Schools Foundation, dba Estrella High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs' are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.

- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education (LRE) into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the La Joya Community High School, West Point High School and Westview High School Principal or designee:

- a. Total hours of LRE classroom instruction
- b. LRE topic and law enforcement
- c. Teacher name and subject of each class where an LRE lesson is taught
- d. Total hours of Law Enforcement/ Probation activity
- e. Time spent per LRE lesson
- f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal

- activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.

3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

An annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- 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 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?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

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.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education 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.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a “balanced” view of “democratic” society.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others’ perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often conflicting concerns.

In primary grades, students might consider a rule they don’t like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Join Together ONLINE <https://drugfree.org/>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe <https://www.schoolsafety.gov/>

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for School Safety <https://www.nc2s.org/>

Center works with schools and communities to create safe learning environments and prevent school violence.

National Youth Gang Center <https://ojjdp.ojp.gov/programs/national-gang-center>

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention <https://ojjdp.ojp.gov/>
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Teach Democracy [Home -https://teachdemocracy.org/](https://teachdemocracy.org/)
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

Street Law, Inc. www.streetlaw.org
Offers program training and program development in law-related education.

ITEM NUMBER: 4.j.

SUBJECT: Resolution 1057-0925 – Intergovernmental Agreement with Tolleson Union High School District #216 for School Resource Officers at La Joya Community High School, Westview High School, and West Point High School

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

City Council will consider a request to adopt Resolution 1057-0925, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year at La Joya Community High School, Westview High School and West Point High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

School safety issues in Avondale continue to be a priority for our city and schools and the need to maintain an SRO in the high schools located in Avondale is a benefit for all involved. The Avondale Police Department has partnered with the Tolleson Union High School District since 1994 to provide a School Resource Officer to their schools.

The police department enjoys the benefit of having an SRO assigned to these schools who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow-up on criminal investigations involving the students attending La Joya Community High School, Westview High School, and West Point High School, which provides relief to officers who would otherwise handle these follow-up investigations.

DISCUSSION:

The proposed IGA establishes a funding agreement for the school year running from July 1, 2025, through June 30, 2026, for La Joya Community High School, Westview High School, and West Point High School,

which provide direction, supervision, and management of the assigned SRO. The SRO will work with the school staff to coordinate a variety of law enforcement-related topics, including criminal law, traffic law, and constitutional law. The SRO will provide a positive police role model for students, while also serving as a security advisor to school administrators.

BUDGET IMPACT:

The School Resource Officer program's costs and reimbursements are included in the FY2026 budget.

RECOMMENDATION:

Staff recommends City Council consider a request to adopt a Resolution, authorizing an Intergovernmental Agreement with the Tolleson Union High School District #216 to share the cost of providing a School Resource Officer (SRO) during the 2025-2026 school year at La Joya Community High School, Westview High School and West Point High School and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Albert Bates, Olivia Contreras, Jonathon Martin and Memo Espinoza

RESOLUTION NO. 1057-0925

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR LA JOYA COMMUNITY HIGH SCHOOL, WESTVIEW HIGH SCHOOL, AND WESTPOINT HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Tolleson Union High School District No. 214 relating to school resource officer services for La Joya Community High School, Westview High School, and WestPoint High School for fiscal year 2025-2026 (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, September 8, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1057-0925

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION HIGH SCHOOL DISTRICT
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

(Westview High School, La Joya Community High School and West Point High School)

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into this 12 day of Aug. 2025 between the City of Avondale, an Arizona municipal corporation (the "City"), and the Tolleson Union High School District, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its School Safety Program Grant to fund the cost for school resource officer services (the "SRO Services") for **La Joya Community High School** located at 11650 West Whyman Avenue, Avondale AZ 85323, **Westview High School** located at 10850 West Garden Lakes Parkway, Avondale, AZ 85392 and **West Point High School** located at 11620 West Encanto Boulevard, Avondale, AZ 85392. (each a "School", collectively, the "Schools").

B. The City and the District desire to enter into this Agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO," collectively, the "SROs") to provide the SRO Services at the Schools; and

C. The District is authorized by ARIZ. REV. STAT. § 15-342(13), ARIZ. REV. STAT. § 11-952, and the approval of its governing board to enter into this Agreement; and

D. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. § 11-952 and the Avondale City Charter, Article I, Section 3.

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 hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

The City shall assign to the District **one police officer** per school (for a total of three) to provide SRO Services at each School on an hourly basis as more particularly set forth herein. The

City agrees to involve the District, in the selection process for the SROs, by allowing a School administrator to be on the final selection committee once the Avondale Police Department has identified final candidates for the SRO positions. The City will endeavor to ensure that the SROs are assigned to the School for up to 40 hours each week at all times that the School is in session (July, 2025 through June, 2026). This tentatively includes June for the purpose of summer school during the term of this Agreement. If feasible, and subject to the sole discretion of the City, the SROs assigned to the School will be the same individual during the three-year School Safety Grant Program cycle.

a. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO will be present and accessible on the assigned School campus as scheduled by the District. Notwithstanding the foregoing, the SRO may be temporarily assigned to duties other than SRO Services during school times as deemed necessary by the City's Police Chief or authorized designee, in his or her sole discretion. If the SRO is called away on police business including, but not limited to, City-mandated training, City-mandated meetings, City-related emergencies, etc., the District shall not be invoiced for that time, and the costs for such time shall be borne by the City. If the SRO is attending an SRO-related training or other activity mandated by the School, the District shall be invoiced as described in Section 2.

b. The SROs' activities will be restricted to their assigned School grounds except as otherwise directed by the City's Police Chief or authorized designee as set forth in subsection 1.1(a) above and for:

1. Follow-up home visits when needed as a result of School- related problems.
2. Incentive programs approved by the parties.
3. In response to off-campus, but School-related, criminal activity.
4. Attendance at off-campus events or meetings.
5. Attendance at training at the request of the District or School.

c. When School is not in session, including all breaks, School-observed holidays, and School vacations, the City shall have full discretion to assign the SRO responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

d. The City represents and warrants that it will ensure that each officer assigned to perform SRO Services on School property pursuant to this Agreement will be sworn City police officers. Each SRO will be fingerprinted and successfully complete a background check performed by the City before such assignment.

e. Where applicable, the roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference.

f. Notwithstanding this subsection, the parties acknowledge that the SRO Services provided at the school shall include Law Related Education (LRE) on mutually agreed upon topics and number of hours based on the needs for the school and the ADE School Safety

Program grant requirements.

g. Each officer assigned to perform SRO services shall attend annual training required by the Arizona Department of Education.

1.2 Invoices; Salary Rates. The City shall invoice the District monthly, based upon SRO Services performed and completed to date. The SRO's salary and employer- paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Office prior to payment of any invoice to the City.

SECTION II- OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City - Monthly. The District shall reimburse the City monthly for the services it provides pursuant to subsection 1.2 above.

a. The District shall pay the City an amount not to exceed **\$135,581** for SRO Services at **Westview High School**, **\$135,581** for SRO Services at **La Joya Community High School** and **\$135,581** for SRO Services at **West Point High School** for the SROs' benefits and salary for the ten-month 2025-2026 school year, plus one-month summer school in June 2026 if required. The City shall pay 100% of the SROs' costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City related duties. The SROs' time spent at the Schools, including all overtime, must be substantiated by timecards and approved by the high schools' Principal. The District and the City shall equally share the cost of any SRO overtime worked on school-related investigations, with each party paying 50% of the cost. The District shall not use any grant funds to pay for overtime costs associated with SRO overtime. The SRO must seek approval from the appropriate Avondale Police Department (the "Department") supervisor before working on school-related overtime. Overtime payments shall not exceed, under any circumstance, forty (40) hours annually. The District will not pay for any SRO Services for week- long school breaks in October, November, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO. The **Fiscal Year (FY) 2024** School Safety Program application is a three-year grant. Requests for salary and benefits (under purchased professional services) for a continuing officer must be consistent with the **FY 2024** approved salary and benefits amount for that officer. Upward adjustments in salary and benefits cannot be accepted. If the actual salary of an officer is less than what was approved in **FY 2024**, the lesser amount of the two must be requested.

b. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space. The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 Non-Interference by District. No District or School administrator shall interfere with an SRO's sworn law enforcement duties. It is agreed, however, that at such time as an SRO

is acting within the role of a sworn law enforcement officer but is also acting outside of or in excess of the District's rules and policies regarding interviewing and searching students and/or use of appropriate physical force on students, the City shall hold the District harmless from such actions by the SRO. The SRO shall not assist in the District's administrative discipline process unless a definitive danger is perceived by school staff or the student is suspected of criminal activity.

2.4 Removal of SRO. The District may request that an SRO be removed from a School if the District determines that the SRO is displaying inappropriate conduct that negatively affects or distracts from the teaching environment or poses a danger to the children at that School or to District employees, provided that the District shall immediately contact the SRO's superior officer and the person designated by the City in Section 3.6 below to describe the situation and to describe the SRO's inappropriate conduct or the District's concern for the safety of the children. In such event, the District shall direct the SRO to return to the Avondale Police Department. Within seventy-two (72) hours of receipt of notice of the request for removal of an SRO from a School, and in accordance with the City's Police Department's internal policies, the City agrees to assign a replacement SRO to provide the SRO Services to the District under this Agreement if the removal is deemed appropriate by the City's Police Chief or authorized designee, in his or her sole discretion. If a replacement SRO cannot be assigned to the campus, the District shall be credited for each day an SRO 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 removed from the District because of allegations of unprofessional, illegal, or immoral conduct. If the issues cannot be resolved regarding the removal and replacement of a SRO under this Section 2.4, the parties agree that the District may terminate this Agreement or the City and the District may mutually agree that the School will no longer have an SRO for the remainder of the school year and the District will not be required to pay for the unfulfilled portion of the SRO's work. The District shall pay the City for work performed by the SRO through the date of removal.

2.5 Status Meetings. By mutual agreement, the parties may 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.

2.6 The District shall provide a complete copy of the School Safety Program grant application and aware to each SRO when s/he begins service.

SECTION III - GENERAL TERMS AND CONDITIONS

3.1 Indemnification. To the extent permitted by law each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term. The term of this Agreement shall be from **July 1, 2025, until June 30, 2026**, unless sooner terminated by the parties hereto pursuant to subsection 3.5 below.

3.3 Independent Contractor. The City acknowledges and agrees that the SRO Services

provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.12 below. City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance of the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.4 Records. Both parties shall maintain the records required in this Agreement for a period of three (3) years after the termination of this Agreement.

3.5 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. Five (5) days after the District fails to make reimbursements as required by this Agreement, the City may terminate this Agreement by giving ten days' written notice to the District. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date which invoices shall be paid within 30 days thereafter. The District has the right to terminate this Agreement immediately should the Grant or other funding become unavailable for any reason. The District also has the right to terminate this Agreement immediately should the City increase the costs for Services beyond those costs that existed in 2023.

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

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Ron Corbin, City Manager

With a copy to: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Nicholle Harris, City Attorney

If to the District: Tolleson Union High School District
9801 West Van Buren Street
Tolleson, Arizona 85353
Attn: Angela Madsen

With a copy to:

Sims Macklin LTD
2100 North Central Ave., Ste 220
Phoenix, Arizona 85004
Attn: Anthony W. Contente-Como

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

3.7 Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.8 Program Continuation Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. Each party acknowledges and agrees that performance by either party is dependent upon appropriation of funds to or by that party. The provisions of this Agreement for SRO Services shall be effective when funds are appropriated by each party for purposes of this Agreement and are actually available for payment. Each party shall be the sole judge and authority in detaining the availability of funds under this Agreement and each party shall keep the other party fully informed as to the availability of funds for the SRO Services. The obligation of the parties to make any payment pursuant to this Agreement is a current expense of each party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of either party. If the City Council or the District Board fails to appropriate money sufficient to meet the financial obligations as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement. If the District is denied the School Safety Grant, it may, at its discretion, initiate an appeal under the School Safety Manual guidelines.

3.9 Entire Agreement. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the persons duly authorized to enter into contracts on behalf of the City and the District.

3.10 Applicable Law; 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 shall be brought before the Superior Court of Maricopa County, AZ.

3.11 Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

3.12 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 ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-1022.

3.13 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.

3.14 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which is incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.15 Disposition of Property upon Termination of the Agreement. The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

3.16 Dispute Resolution Process. The parties shall use all reasonable efforts to resolve any dispute or claim through good faith negotiations. If the parties are unable to resolve the dispute or claim through negotiations, upon the written request of either party, the City's Police Chief, or designee, and the Principal, or designee, will attempt to resolve the matter within 10 calendar days of the date the matter was referred to them. If the matter is still not resolved, the matter will be immediately referred to the City Manager, or designee, and the District Superintendent, or designee. If the matter is still not resolved within 10 calendar days, the parties may terminate this Agreement in accordance with Section 3.5 above.

3.17 E-Verify. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above- mentioned warranty under this Agreement.

3.18 Coordination of Student Misconduct. The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

3.19 Chain of Command and Channels of Communication. The Superintendent or the Superintendent's authorized designee will communicate directly with the SRO Supervisor concerning any issues involving the SROs. If there is an issue that cannot be resolved between the Principal and the SRO Supervisor, the School's Grants and Federal Program Coordinator will communicate with the SRO Supervisor or his or her supervisor, as determined by the City.

3.20 Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.

3.21 Failure to Enforce. No failure to enforce any condition or covenant of this Agreement shall imply or constitute a waiver of the right to insist upon performance of such condition or covenant, or of any other provision hereof, nor shall any waiver by either Party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach hereunder.

3.22 Creation of Rights. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

“City”

CITY OF AVONDALE, an Arizona
Municipal corporation

By: Mike Pineda, Mayor

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

“District”

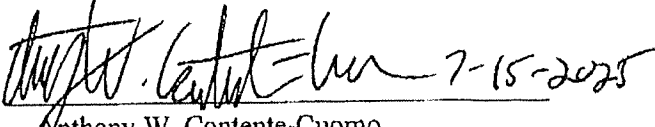
Tolleson Union High School District
9801 W Van Buren Street
Tolleson, AZ 85353



By: Superintendent

Date: _____

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

 7-15-2025

Anthony W. Contente-Cuomo,
Attorney for the District

Nicholle Harris,
Attorney for City of Avondale

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOLLESON UNION SCHOOL DISTRICT
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

The mission of the Avondale Police SRO Program is to contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning on school campuses in the City of Avondale. This is accomplished by assigning the same Police Officer to the same campus for an extended period of time. The SRO will first and foremost perform the duties of a police officer to include, criminal investigations, interviews, interrogations, case follow-up and arrests when necessary. The SRO will establish trusting lines of communication with students, parents and teachers. The SRO will serve as a positive role model to instill good moral standards, good judgment, respect for others, and sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. The SRO will serve as a confidential resource for administrators, teachers, and students concerning problems they face on the campus as well as providing information on community resources available to them.

II. Mission and Values.

Avondale Police SROs will follow the established mission and values of the Avondale Police Department in the course of their duties at Avondale schools. These mission and values set the tone and direction for Avondale Police employees to follow:

A. Mission - "Serving with Honor": The Mission Statement is the essence of how the organization reaches the vision. It defines the path all members must take in order to make the vision a reality. By asking ourselves the question, "Are we serving with honor," every time we interact with members of our community, our fellow employees, and other City employees, we have, in fact, moved closer to our vision.

B. Values:

1. **Accountability:** All members of the Avondale Police Department are accountable for their actions in accordance with the mission.

2. **Customer Service:** We strive to exceed the expectations of our internal and external customers. This is accomplished, in part, through timely follow-up, courteous service, and having mutual respect and compassion for all those with whom we interact.

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

4. Employee Involvement: When appropriate, employees are encouraged and expected to be involved in organizational decision-making and research. We recognize the benefits of creating an environment where employees feel comfortable providing their input without retribution.

5. Fairness: All decisions and actions taken by the Avondale Police Department are to be based on a fair and objective process. Transfers, promotions, training attendance and other career opportunities are based on the needs of the organization and the performance history of those involved, nothing more.

6. Integrity: Providing police services require the trust of those we serve. Whether responding to a request regarding your actions in a specific situation, or providing any police service, employees are expected to be truthful to maintain the credibility of the department.

7. Open Communication: We work to create a work environment where employees at all levels can provide input, receive feedback and ask questions. This creates an employee group that is informed and while they may not agree with every decision, they are entitled to an explanation provided it does not compromise the integrity of the situation.

8. Professionalism: Not only are we striving to make the organization more professional, we recognize the importance of providing services in a professional manner. The manner in which we interact with others is professional, the work product is professional, and our appearance is professional.

9. Teamwork: The Avondale Police Department is successful due to the synergy created when all areas of the Department work together towards mission accomplishment. There is not one work area more important than another. There is no difference in terms of organizational importance regarding "sworn" or "professional staff" positions and each Bureau Manager is expected to recognize and endorse the philosophy that teamwork is critical to a successful police department.

10. Mindset. All members of the Avondale Police Department should be open to changing their mindset to understand the changing needs of our community. The mindset of Avondale police employees must adapt to change, to improve service and support the community. Avondale police employees will strive to develop working partnerships with the community in order to jointly resolve community concerns. We will accomplish this by constantly changing our way of thinking, policing, and communicating with the people we "Serve With Honor".

11. Wellness . The Avondale Police Department encourages all employees to maintain personal wellness through positive practices that enhance all human dimensions; Spiritual, Mental, Physical, and Emotional.

III. Goals.

A. To reduce incidents of school violence:

1. Enforce city code and state laws.
2. ZERO tolerance for drug offenses, weapons offenses, violent acts leading to serious injury and threats towards to students, staff or parents.
3. High visibility during peak times such as; morning, lunch, assemblies and after school.

B. Reduction of criminal offenses committed by students.

1. Provide counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

1. Be honest and professional in all interactions with parents and students.
2. Provide LRE counseling to students and parents to inform them of the law, their rights, expectations as citizens and consequences for violating the law.
3. Attend extra-curricular student activities when feasible.

D. Establish positive rapport with teachers, staff and administrators.

1. Be honest and professional in all interactions with teachers, staff and administrators.
2. Provide guidance and support on law-related problems occurring on the campus.
3. Be responsive to questions and requests from school administrators when feasible and within the parameters of the law.

IV. Organizational Structure.

A. Supervision: The day-to-day operation and administrative control of the SRO program will be the responsibility of the Avondale Police Department. Responsibility for the conduct and performance of the SRO shall remain with the Avondale Police Department. The City of Avondale will provide supervisory personnel to oversee the program.

B. SRO Accountability: The above schools' principals or designees will provide a written evaluation of the SRO performance relating to the goals established in this Agreement once a semester. School staff shall contact the SRO Supervisor to report performance or conduct related complaints involving SROs as soon as they become aware of it. It will be the responsibility of the Avondale Police Department to investigate any misconduct allegations against an SRO.

V. Procedures.

The City of Avondale SRO program shall utilize procedures in accordance with State Law, The Arizona School Safety Program Manual, and in accordance with Avondale Police Department policies and procedures.

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with school administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such, however, they are to be used as a law related resource to assist students, staff and all persons involved with Tolleson Union School District, dba West Point, Westview or LaJoya High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

- Desire to work with students, educators, and parents.
- Willingness to teach law-related education.
- Supportive of prevention strategies.
- Satisfactory employment history with supporting documentation.
- Demonstrated effectiveness in working with youth.
- Oral and written communication skills.
- Ability to effectively interact and communicate with diverse sets of individuals.
- Supportive of the philosophy of the SRO program.
- Willingness to attend law-related education training to implement and maintain LRE programs to meet the needs of the students.
- AZPOST certified general instructor.

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school related criminal activities
- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.

- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

1. The SRO is, first of all, a sworn law-enforcement officer. When necessary the SRO has the authority to intervene as a law-enforcement officer. This includes the investigation of criminal offenses, conducting interviews and interrogations, following up on assigned cases and making necessary arrests.
2. Administrators should take the lead on school policy violations. The SRO should be involved when a student's conduct violates a law.
3. As partners in school safety, SRO and administrators shall work together to develop procedures for ongoing communication to ensure timely and uniform reporting of criminal activities.
4. An SRO assigned to a school with a juvenile probation officer (PO) is expected to work as a team. The SRO should know the role of the PO.
5. The SRO should serve on the School Safety Committee and collaborate on the development of the safe school plan.
6. The SRO should build a relationship with students, parents and staff that promotes a positive image of law enforcement.

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education (LRE) into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off their assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The following data will be tracked and provided to the Principal or designee:
 - a. Total hours of LRE classroom instruction
 - b. LRE topic and law enforcement
 - c. Teacher name and subject of each class where an LRE lesson is taught
 - d. Total hours of Law Enforcement/ Probation activity

- e. Time spent per LRE lesson
- f. Total time spent off campus

C. Positive Role Model:

1. The SRO should set limits being clear about what is acceptable and what is not; letting students know the consequences of unacceptable behavior and the rewards of acceptable behavior.
2. The SRO should set an example by modeling how to handle stress, resolve conflicts, celebrate successes, and how to be a friend.
3. The SRO should be honest by providing accurate information.
4. The SRO should be consistent with students, staff, and parents in applying rules and regulations.
5. The SRO should encourage responsibility by helping students think through options and consequences of decisions, set personal goals, and develop plans to make desired changes.
6. The SRO should show respect by treating students with respect and expressing high expectations for them.
7. The SRO should always strive to be a positive role model because students learn from every observation of or interaction with the SRO.

VIII. SRO Supervisor Role:

The SRO Supervisor's responsibilities include but may not be limited to:

- Communicate to staff and carry out the philosophy and goal of the City of Avondale SRO program.
- Attend SRO program management training for supervisors.
- Conduct on-going visits to schools under their supervision.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off their assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SRO for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SRO, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.
- Regularly brief their Lieutenant on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.

- Provide School principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

The district administrator, site principal and teachers' support of the SRO program is vital to the program's success.

A. District Level:

1. Supports and communicates the SRO program philosophy to all site staff.
2. Understands the SRO program requirements.
3. Develops and keeps open communication with local law enforcement.

B. Building Level Administration:

1. Supports and communicates the SRO program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Service Agreement, operational procedures and specifics of the program on campus.
8. Monitors the program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to their role as an SRO.

C. Teacher:

1. Supports and communicates information about the SRO program in their classrooms to students and parents.
2. Understands and agrees to the program guidelines.
3. Teams with the SRO in planning and delivery of law-related education units in their classroom. A teacher must be present in the classroom at all times during LRE instruction.

X. The Performance Evaluation

An annual performance evaluation shall be conducted by a school administrator and shared with the SRO's supervisor. The evaluation is meant to assist the SRO and his/her supervisor in meeting the intent of the SRO program and carrying out his or her duties. It is not meant to supplant the official evaluation process used by the SRO's department or agency. Only SROs that have performed in a satisfactory manner should be considered for further service in the SRO program. The following are recommended factors to consider:

- 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 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?
- Does the officer perform his/her duties effectively?
- How effective is the officer with classroom presentations?

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.

XI. Law Related Education (LRE)¹

A. LRE Defined. Law-Related Education 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.)*

B. Possible Benefits. Law-Related Education is a component of the SRO program because it:

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.
4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a "balanced" view of "democratic" society.

¹ Modified from "Law-Related Education and Violence Prevention: Making the Connection" By: Robin Haskell McBee.

C. Process. The approach consists of high-interest content and interactive instructional strategies designed to provide students at all levels the following opportunities:

1. To explore and reflect on theirs and others' perspectives,
2. To express and defend their views, to listen to the views of others,
3. To develop arguments for both sides of an issue, to mediate, and
4. To formulate decisions and resolutions based on multiple and often

conflicting concerns.

In primary grades, students might consider a rule they don't like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

Because rules and laws affect all aspects of life, all subject areas, and all ages, the content of LRE can be as varied as the students and teacher need it to be. The methods, however, are characteristically open-ended and participatory in nature. Although some LRE instructional materials have been written for specific topics or age groups, there is no single way to teach LRE and no set LRE curriculum. LRE is most commonly used in social studies to promote civic understanding; however, it regularly incorporates the use of reading, writing, and speaking skills. It has the potential for application in literature, math, science, technology, foreign language, physical education, sports, and other subject areas. It need not be limited to a particular grade, subject, or time frame. The LRE approach to instruction is flexible enough to be applied as a system-wide, on-going prevention strategy, and an added benefit of such a strategy is the increased likelihood that students will better understand the rules, laws, and legal processes that govern their lives.

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of "the system."

Another feature of LRE is its relevance. It deals with issues that are meaningful to students and their views are valued. LRE provides students the opportunity to get involved and participate. The crux of LRE is problem solving, both as part of a group process and on an individual basis. Social conflict lies at the heart of legal issues. Therefore, all LRE is some form of conflict resolution

or problem solving.

The regular inclusion of LRE in the course of instruction will provide steady opportunities to develop and practice the information processing steps that must be developed in aggressive students if they are to acquire non-aggressive social problem-solving skills. Further, the conflicts that characteristically surround rules and laws offer good practice in content that is hypothetical in nature yet directly related to students' lives. While not a panacea for violence prevention, LRE offers a promising strategy for schools to implement as part of their overall prevention plan. If that plan includes closer work with parents and the community, LRE might also be incorporated into after-school programs, community center programs for children and adolescents, and parent programs. In this way the approach lends itself to a close interface with home and community.

WEBSITES

Arizona Department of Education www.ade.az.gov

Provides links to prevention sites, updates on funding opportunities and a calendar of conferences, trainings, and workshops.

Arizona Foundation for Legal Services and Education <http://azflse.org/>

The site will provide up-to-date information about LRE research, links to other LRE related sites, professional development opportunities, publications, and articles.

Law For Kids www.lawforkids.org

Posts youth laws and information in a manner that kids can read quickly and understand easily. Also kids can get homework answers, access other links, listen to other kids' stories, and play computer games.

Join Together ONLINE <https://drugfree.org/>

National resource center to reduce substance abuse and gun violence. Offers up-to-date information on legislation, funding opportunities, Action Kits, and resources guides.

Keep Schools Safe <https://www.schoolsafety.gov/>

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO) www.nasro.org

Nonprofit training organization for district personnel and school resource officers. Sponsors an annual training conference as well as regional trainings. Lesson plans are available to download at no charge.

Arizona School Resource Officers Association (ASROA) www.asroa.org

Nonprofit organization formed to promote law-related education. Sponsors an annual conference and various training opportunities.

National Dropout Prevention Center www.dropoutprevention.org

Provides information on dropout prevention programs, educational strategies, technical assistance, training, and resources.

National Center for School Safety <https://www.nc2s.org/>

Center works with schools and communities to create safe learning environments and prevent school violence.

National Youth Gang Center <https://ojjdp.ojp.gov/programs/national-gang-center>

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention <https://ojjdp.ojp.gov/>
Provides numerous links to juvenile justice-related resources, model programs and funding opportunities.

Teach Democracy [Home -https://teachdemocracy.org/](https://teachdemocracy.org/)
Offers programs and develops materials on law-related education. Web site contains ready-to-use lessons.

Street Law, Inc. www.streetlaw.org
Offers program training and program development in law-related education.

ITEM NUMBER: 4.k.

SUBJECT: Ordinance 2033-0925 – Acceptance of a Right-of-Way Easement Agreement from Hillcrest-H, LP

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development. The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2033-0925, authorizing the acceptance of a right-of-way easement agreement from Hillcrest-H, LP, for public use and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

City Council approved the Planned Area Development (PAD) zoning for the Verde Trails commercial development on May 21, 2018, via Ordinance 1648-518. The approval stipulated construction of roadway improvements to City standards to Broadway Road and 107th Avenue along the frontage of the development. The owner constructed perimeter right-of-way improvements related to the first developments of the residential parcels within the property, including improvements to the intersection of Broadway Road and 107th Avenue located within the City and Maricopa County's (County) municipal limits, and which were accepted by the City and the County's Department of Transportation (MCDOT). Thereafter, a replat was approved by City Council on December 4, 2023, that subdivided a 6.5-acre commercial parcel owned by Hillcrest-H, LP (Hillcrest), into four (4) lots. The replat did not require additional right-of-way dedication.

Through subsequent reviews, the County modified configurations for dual northbound turn lanes from Broadway Road onto 107th Avenue, which would increase the right-of-way needs on the south side of Broadway Road and would result in a full reconstruction of the perimeter improvements made on the commercial site. Additionally, Hillcrest obtained a traffic impact analysis report (TIA) which determined two (2) deceleration lanes along Broadway Road would be required to accommodate ingress for the proposed commercial development for the site. Furthermore, the City approved a Standard Deviation request from

Hillcrest to allow for the dedication of Broadway Road right-of-way as an easement in lieu of dedicating the right-of-way in fee to reduce impacts to the proposed development.

Therefore, to minimize impacts to the site and to address the recommendations of the TIA, Hillcrest will donate a right-of-way easement across their properties. Hillcrest has also been working with Verde Trails Homeowners Association regarding property rights needed to accommodate deceleration lanes into their proposed development. This will be discussed in a separate Council action.

DISCUSSION:

Hillcrest will grant an easement with a combined area of 6,384 square feet across their properties identified by Assessor's Parcel Number (APN) 101-42-854, 101-42-855 and 101-42-856.

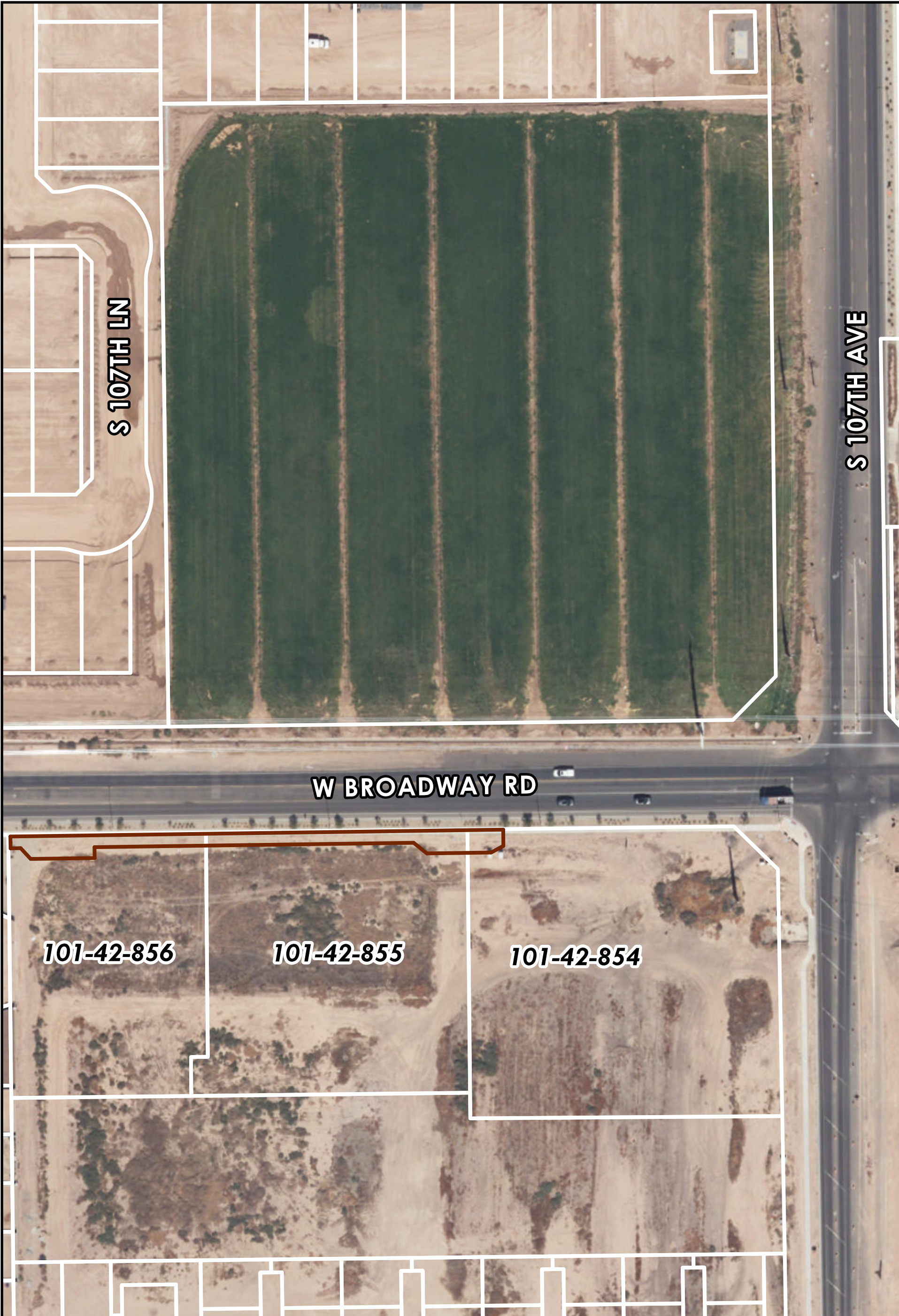
BUDGET IMPACT:

The easement will be donated at no cost. However, there are minimal real estate transaction costs which will be covered by the Engineering Department operating budget.

RECOMMENDATION:

Staff recommends City Council adopt Ordinances authorizing the acceptance of the donation of a right-of-way easement agreement from Hillcrest-H, LP, for public use and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Broadway Rd and 107th Ave Easement



Broadway Rd and 107th Ave Easement

ORDINANCE NO. 2033-0925

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION, BY PURCHASE, CONDEMNATION OR DEDICATION OF REAL PROPERTY FOR PUBLIC RIGHT OF WAY FROM HILLCREST-H, LP, GENERALLY LOCATED SOUTH OF WEST BROADWAY ROAD AND WEST OF SOUTH 107TH AVENUE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to authorize the acquisition by purchase, condemnation or dedication of a portion of certain real property necessary for use as public right-of-way generally located south of West Broadway Road and west of South 107th Avenue, in Avondale, Arizona, from Hillcrest-H, LP (the “Owner”) for public use.

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

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

SECTION 2. The acquisition, by purchase, condemnation or dedication, of real property totaling ± 0.147 acres, generally located south of West Broadway Road and west of South 107th Avenue, in Avondale, Arizona, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City from Hillcrest-H, LP for public use.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 8, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2033-0925

[Legal Description and Map]

See following pages.

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF HARVARD - BROADWAY 107 RECORDED IN BOOK 1772 OF MAPS, PAGE 02, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 89°12'39" WEST, A DISTANCE OF 2599.41 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SOUTH 89°12'39" WEST, A DISTANCE OF 318.95 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°47'21" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHERN RIGHT OF WAY LINE OF BROADWAY ROAD AND THE POINT OF BEGINNING;

THENCE SOUTH 00°46'07" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 61°40'11" WEST, A DISTANCE OF 12.99 FEET;

THENCE SOUTH 89°12'39" WEST, A DISTANCE OF 59.28 FEET;

THENCE NORTH 51°28'21" WEST, A DISTANCE OF 15.80 FEET;

THENCE SOUTH 89°12'39" WEST, A DISTANCE OF 295.06 FEET;

THENCE SOUTH 00°39'52" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 89°12'39" WEST, A DISTANCE OF 59.06 FEET;

THENCE NORTH 43°12'40" WEST, A DISTANCE OF 13.55 FEET;

PROPOSED RIGHT OF WAY
EASEMENT - BROADWAY ROAD

CHAD W. HUBER
RLS 35316

Kimley»Horn

1661 E. Camelback Rd., Suite 400
PHOENIX, AZ 85016

Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	04/28/2025	291886000	1 OF 3

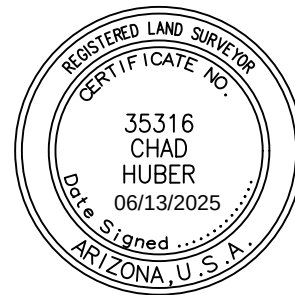
EXHIBIT A LEGAL DESCRIPTION

THENCE SOUTH 89°12'39" WEST, A DISTANCE OF 9.33 FEET TO THE WEST LINE OF LOT 3 OF SAID HARVARD - BROADWAY 107;

THENCE ALONG SAID WEST LINE, NORTH 00°47'21" WEST, A DISTANCE OF 11.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF BROADWAY ROAD, NORTH 89°12'39" EAST, A DISTANCE OF 455.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,384 SQ.FT. OR 0.147 ACRES MORE OR LESS.



PROPOSED RIGHT OF WAY
EASEMENT - BROADWAY ROAD

CHAD W. HUBER
RLS 35316

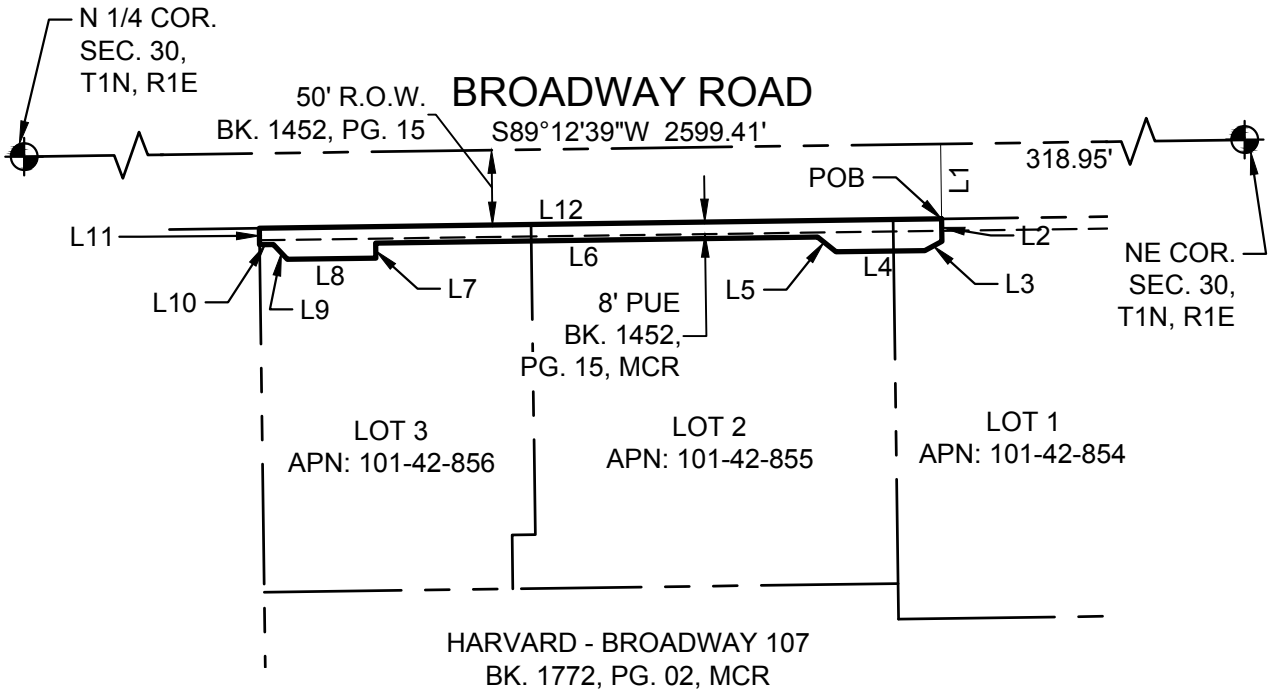
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	04/28/2025	291886000	2 OF 3

EXHIBIT B

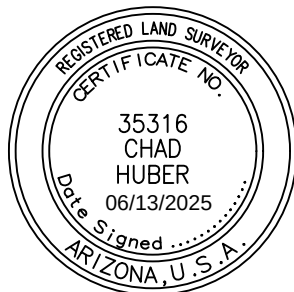


LINE TABLE

L1 = S00°47'21"E	50.00'
L2 = S00°46'07"E	15.00'
L3 = S61°40'11"W	12.99'
L4 = S89°12'39"W	59.28'
L5 = N51°28'21"W	15.80'
L6 = S89°12'39"W	295.06'

LINE TABLE

L7 = S00°39'52"E	10.00'
L8 = S89°12'39"W	59.06'
L9 = N43°12'40"W	13.55'
L10 = S89°12'39"W	9.33'
L11 = N00°47'21"W	11.00'
L12 = N89°12'39"E	455.64'



CHAD W. HUBER
RLS 35316

PROPOSED RIGHT OF WAY
EASEMENT - BROADWAY ROAD

Kimley»Horn

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PHOENIX, AZ 85016

Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/28/2025	291886000	3 OF 3

ITEM NUMBER: 4.1.

SUBJECT: Ordinance 2034-0925 – Acceptance of a Right-of-Way Easement Agreement from Verde Trails Homeowners Association

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Kimberly Moon, Director, Engineering Department

THROUGH: Katie Gregory, Assistant City Manager, (623) 333-1015

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Resilient Infrastructure & Transportation**

Avondale invests in safe and sustainable infrastructure, including water, roads, and utilities, and actively participates in regional planning and development. The approval of this agenda item will maintain and expand quality infrastructure and improve connectivity to City amenities.

PURPOSE:

City Council will consider a request to adopt Ordinance 2034-0925, authorizing the acceptance of a right-of-way easement agreement from Verde Trails Homeowners Association for public use and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Hillcrest-H, LP, (Hillcrest) is developing three (3) parcels that it owns and are located on the southwest corner of Broadway Road and 107th Avenue. Hillcrest obtained a traffic impact analysis (TIA) report that determined two (2) deceleration lanes along Broadway Road will be required to accommodate ingress into the proposed commercial development for the site. Hillcrest has been working with the Verde Trails Homeowners Association (Verde Trails), who owns property adjacent to and west of the Hillcrest properties and is identified by Assessor's Parcel Number (APN) 101-42-580. Verde Trails has agreed to grant a right-of-way easement along its property to provide clearance and spacing for the deceleration lane.

DISCUSSION:

Verde Trails Homeowners Association will grant a right-of-way easement containing 2,201 square feet.

BUDGET IMPACT:

The easement will be donated at no cost. However, there are minimal real estate transaction costs which will be covered by the Engineering Department operating budget.

RECOMMENDATION:

Staff recommends City Council adopt an ordinance authorizing the acceptance of a right-of-way easement agreement from Verde Trails Homeowners Association for public use and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

Contact person for document distribution: Yulonda Moore



Broadway Rd and 107th Ave Easement



W BROADWAY RD

101-42-580

W LUXTON LN

Broadway Rd and 107th Ave Easement



— Easement

Not to Scale



ORDINANCE NO. 2034-0925

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION, BY PURCHASE, CONDEMNATION OR DEDICATION OF REAL PROPERTY FOR PUBLIC RIGHT OF WAY FROM VERDE TRAILS HOMEOWNERS ASSOCIATION, GENERALLY LOCATED SOUTH OF WEST BROADWAY ROAD AND WEST OF SOUTH 107TH AVENUE.

WHEREAS, Article I, Section 3 of the Avondale City Charter authorizes the City of Avondale (the “City”) to acquire real property in fee simple or any lesser interest, inside or outside its corporate limits for any City purpose, when the public convenience requires it and in accordance with the provisions of State law; and

WHEREAS, the Council of the City of Avondale (the “City Council”) desires to authorize the acquisition by purchase, condemnation or dedication of a portion of certain real property necessary for use as public right-of-way generally located south of West Broadway Road and west of South 107th Avenue, in Avondale, Arizona, from Verde Trails Homeowner’s Association (the “Owner”) for public use.

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

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

SECTION 2. The acquisition, by purchase, condemnation or dedication, of real property totaling ± 0.051 acres, generally located south of West Broadway Road and west of South 107th Avenue, in Avondale, Arizona, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby accepted by the City from Verde Trails Homeowner’s Association for public use.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
September 8, 2025.

Mike Pineda, Mayor

ATTEST:

Marcella Sarmiento, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2034-0925

[Legal Description and Map]

See following pages.

EXHIBIT A LEGAL DESCRIPTION

A PORTION OF TRACT L, VERDE TRAILS PARCEL 4 RECORDED IN BOOK 1538 OF MAPS, PAGE 01, RECORDS OF MARICOPA COUNTY, ARIZONA LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 30, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 89°12'39" WEST, A DISTANCE OF 2599.41 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, SOUTH 89°12'39" WEST, A DISTANCE OF 774.59 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°47'21" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHERN RIGHT OF WAY LINE OF BROADWAY ROAD AND THE POINT OF BEGINNING;

THENCE SOUTH 00°47'21" EAST, A DISTANCE OF 11.00 FEET;

THENCE SOUTH 89°12'39" WEST, A DISTANCE OF 200.05 FEET;

THENCE NORTH 00°47'31" WEST, A DISTANCE OF 11.00 FEET TO AFORESAID RIGHT OF WAY LINE;

THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89°12'39" EAST, A DISTANCE OF 200.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,201 SQ.FT OR 0.051 ACRES MORE OR LESS.



PROPOSED RIGHT OF WAY EASEMENT

CHAD W. HUBER
RLS 35316

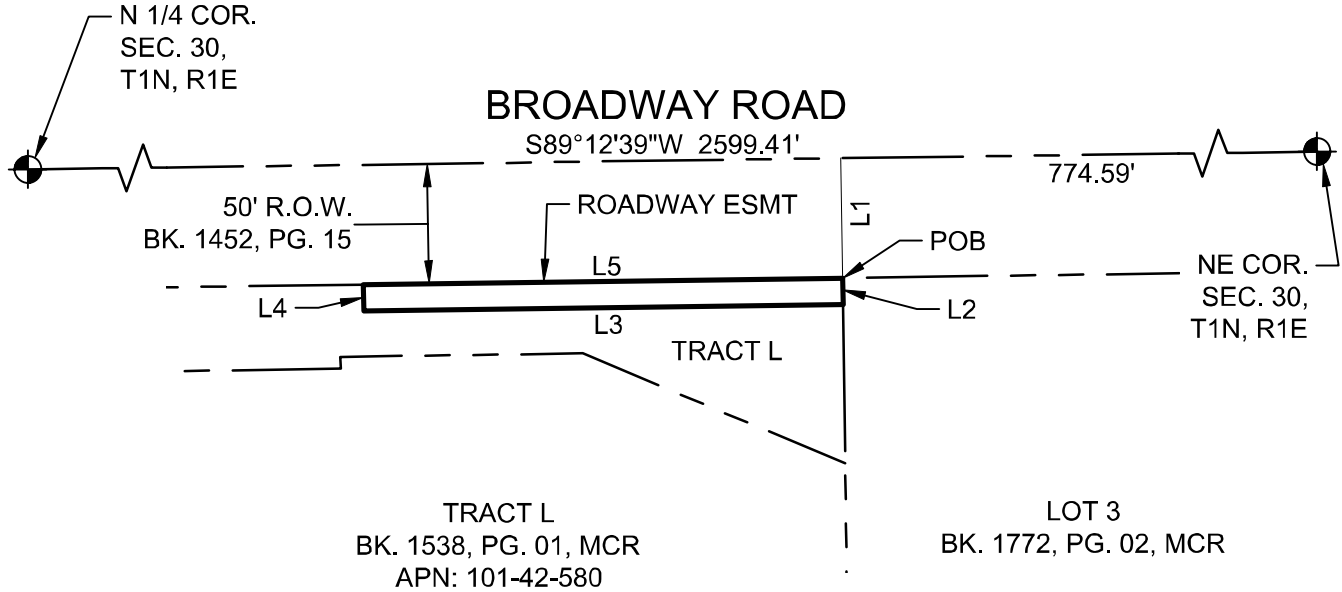
Kimley»Horn

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Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CWH	CWH	04/28/2025	291886000	1 OF 2

EXHIBIT B



LINE TABLE

L1 = S00°47'21"E	50.00'
L2 = S00°47'21"E	11.00'
L3 = S89°12'39"W	200.05'
L4 = N00°47'31"W	11.00'
L5 = N89°12'39"E	200.05'



CHAD W. HUBER
RLS 35316

PROPOSED RIGHT OF WAY EASEMENT

Kimley»Horn

1661 E. Camelback Rd., Suite 400
PHOENIX, AZ 85016

Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	CWH	CWH	04/28/2025	291886000	2 OF 2

ITEM NUMBER: 5.a.

SUBJECT: Speed Safety Camera Program

MEETING DATE: 9/8/2025

TO: Mayor and Council

FROM: Memo Espinoza, Chief of Police

THROUGH: Dale Nannenga, Assistant City Manager, (623) 333-1017

REVIEWED: Ron Corbin, City Manager, (623) 333-1011

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: **Community Well-Being**

Avondale is a city where all people feel safe, supported, and connected to resources that promote and enhance their well-being. The City prioritizes public safety, natural resources, healthcare, and wellness while promoting mental, physical, and emotional health for all to enjoy an enriching quality of life.

PURPOSE:

Staff will provide an overview of the Avondale Police Department's Speed Safety Camera Program. The purpose of this presentation is to inform City Council about the program's impact and operations. This item is for feedback and direction.

BACKGROUND:

On May 2, 2022, City Council approved the implementation of a Speed Safety Camera Program. The Avondale Police Department partnered with Verra Mobility to lease two (2) mobile speed camera devices. Deployment locations are determined through an analysis of accident data, officer observations, community concerns, and site assessments conducted by Verra Mobility. The program was officially implemented in May 2024 to help reduce speeding and enhance roadway safety throughout the City of Avondale.

DISCUSSION:

For the purpose of this presentation, a one-year evaluation period from August 1, 2024, to July 31, 2025 was selected. During this timeframe, the speed safety cameras were deployed in three locations:

- Location #1
 - Westbound Van Buren St., just west of 107th Ave.
 - Southbound 107th Ave., just south of Van Buren St.
- Location #2
 - Northbound Dysart Rd., just south of Thomas Rd.
 - Southbound Dysart Rd., just south of Indian School Rd.
- Location #3

- Northbound Avondale Blvd., just south of Jefferson St.
- Southbound Avondale Blvd., just north of Maricopa St.

During the evaluation period, 45,082 violation events were captured by the two devices. Of those events, 12,356 citations were issued to drivers traveling at least 11 mph over the posted speed limit.

The program has also presented some challenges, including significant staff time dedicated to reviewing citations and responding to citizen inquiries, vandalism to camera devices, and a high number of rejected violations due to factors such as poor image quality, glare, and other issues.

BUDGET IMPACT:

The Fiscal Year 2026 budget includes all program expenses except for approximately \$50,000 in unanticipated costs associated with excess tickets being issued. Currently, the two new positions have not yet been filled, which will result in savings for this fiscal year. Revenues are expected to exceed the budget by approximately \$300,000.

RECOMMENDATION:

Staff is seeking feedback and direction from Council regarding the program moving forward.

Contact person for document distribution: