



# CITY OF TOLLESON

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

**TOLLESON CITY COUNCIL MEETING AGENDA  
TOLLESON CIVIC CENTER  
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353  
ZOOM WEBINAR ID: 840 6967 9194  
TUESDAY, JANUARY 14, 2025  
6:00 PM**

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

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

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

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

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

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



**F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION**

1. Proclamation declaring January 2025 as Speak Up, Stand Up, Save a Life Month in the City of Tolleson, encouraging Arizona schools, students, parents, educators, fire and police departments and community organizations to coordinate a variety of awareness and prevention activities designed to make our communities safer and promote a healthy environment for all children and adolescents. – Gina Godbehere, Cofounder of Speak Up, Stand Up, Save a Life
2. Sound the Alarm Event and Red Cross Tolleson Blood Drive – George Good, Chief Preparedness Officer
3. Tolleson Aquatic Center Update – Randy Babchuk, Field Operations Director and Adaptive Architects
4. MAG 101 for Elected Officials – Ed Zuercher, Executive Director, John Bullen, Chief Transportation Officer, and Samantha Klakulak, Government Relations Project Manager of Maricopa Association of Governments
5. Proclamation declaring January 14-20, 2025 as Community Risk Reduction Week in the City of Tolleson, in recognition of the dedication and efforts of our local fire department, emergency services, and community partners in preventing emergencies and protecting lives and property through education, training, and innovative programs. – Michael Young, Fire Chief and George Good, Chief Preparedness Officer

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

**H. CONSENT AGENDA – ACTION ITEMS**

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

1. Approve Regular City Council Meeting Minutes of December 10, 2024. (City Clerk Department)
2. Approve Claims and Bills Report for the period of December 4, 2024 to January 7, 2025. (Finance Department)
3. Appoint Council Members Christine Chavira, Linda Laborin and Cruzita Mendoza as members of the Tolleson Community Grant Program Subcommittee to serve from January 14, 2025 until December 8, 2026. (City Council)
4. Adopt Resolution No. 2593 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and the State of Arizona, acting by and through its Department of Transportation (ADOT), for the construction of a pedestrian bridge system over Van Buren Street at 96th Avenue.

The City has received Fiscal Year 2023 Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects funding for this Project, including federal aid in the amount of \$3,500,000 and a City match of \$256,559 as detailed in the Agreement. (Development Services Department)

5. Approve Replat of Tolleson Landing as submitted by Maria Grishina with Sunstone Two Tree, on behalf of the owner, STT 99th and Van Buren, LLC, for a final plat located at the southeast corner of Van Buren Street and 99th Avenue in Tolleson, AZ. The site is approximately 7.64 acres and zoned General Commercial (C-2). The APN surrounding the parcel is 101-09-678 and also includes all subdivided lots. (Development Services Department)
6. Approve Sixth Amendment to the Lease Agreement between the City of Tolleson and Cellco Partnership d/b/a Verizon Wireless, represented by American Tower Delaware Corporation, and authorize the City Manager to execute and deliver said Agreement. This Amendment extends the current lease term and provides for seven additional five-year renewal terms. The Agreement includes updated terms for rent escalation, a one-time administrative fee payment of \$15,000, and provisions for revenue sharing from additional sublease agreements. (Finance Department)
7. Approve First Amendment to the Professional Services Agreement between the City of Tolleson and Extrication Concepts, LLC for Holmatro rescue equipment and maintenance services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$130,000 for additional equipment and services. (Fire Department)
8. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and CDW Government, LLC for Software Value Added Reseller Services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$200,000 to \$250,000 for additional services. (Information Technology Department)
9. Approve the Professional Services Agreement between the City of Tolleson and Unplugged Performance, Inc. for the procurement, assembly, and upfit of electric police vehicles, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$300,000 for equipment and services. This Agreement shall remain in full force and effect until June 30, 2025 and shall automatically renew for four successive one-year terms. (Police Department)
10. Approve the Chemical Purchase Agreement between the City of Tolleson and PureOps, LLC for the emergency procurement of equipment for the Tolleson Wastewater Treatment Plant (chlorine room), and authorize the City Manager to execute and

deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$200,000 for the equipment. This Agreement shall remain in full force and effect until June 30, 2025 and shall be renewed for up to three successive one-year terms. (Utilities Department)

**I. REGULAR AGENDA – ACTION ITEMS**

1. Approve/Deny the Professional Services Agreement between the City of Tolleson and LEA Architects, LLC for architectural and engineering services for the design of a new utility operations building, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Consultant an amount for the services at the rates set forth in the Fee Proposal. The maximum aggregate amount for this Agreement shall not exceed \$860,943. This Agreement shall remain in full force and effect until June 30, 2025 and shall be renewed for up to two successive one-year terms. (Development Services Department)
2. Adopt/Deny Ordinance No. 613 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson City Code, by amending Chapter 9 Animals, Article 9-1 General Rules and Regulations, Section 9-1-20 Control of Cats; and Article 9-2 Cruelty and Neglect of Animals, Section 9-2-4 Neglect Prohibited and Section 9-2-7 Impounding and Disposing of Dogs and Cats; Reclaiming Impounded Dogs and Cats; Pound Fees; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties. (Police Department)

**J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION**

1. Discussion pertaining to the potential development of an extended stay hotel, Echo Suites Extended Stay by Wyndham, on the property located at the southeast corner of 91st Avenue and McDowell Road. – Jason Earp, Development Services Director

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

1. Notice of cancellation of the City Council Meetings scheduled on Tuesday, July 22, 2025 and August 12, 2025 for summer recess, Tuesday, November 25, 2025 for fall recess and Tuesday, December 23, 2025 for winter recess.  
The City Council Meeting scheduled on Tuesday, November 11, 2025 will be rescheduled to Wednesday, November 12, 2025 due to Veterans Day.  
The City Hall holiday closure is scheduled from December 22, 2025 to December 26, 2025.

**L. CONVENE INTO EXECUTIVE SESSION**

1. Motion to go into executive session.

2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to receive legal advice and discuss and consult with the City Attorney regarding the City's position relating to negotiations for a development agreement.
3. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(1) and (A)(3) for discussion or consultation for legal advice with the City Attorney regarding the findings of an investigation related to a complaint received against a public officer.

**M. RECONVENE INTO PUBLIC MEETING**

**N. ADJOURNMENT**

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

Note: The City Council of the City of Tolleson, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. § 38.431.03 for legal advice from the City Attorney.

Zoom's live transcription feature can provide automatic captioning by clicking on the Closed Caption (CC) button during the meeting.

THE CITY OF TOLLESON ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. With at least two business days advance notice, accommodations can be provided at this meeting for individuals with vision, hearing and/or speech disabilities, including a transcriber, large print, an interpreter, an assistive listening device, etc. Please call the City Clerk at (623) 936-7111, or TTY users may dial 711 for Arizona Relay Service (AZRS), to request an accommodation to participate in this public meeting. The City will try its best to accommodate any last minute requests.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

Prerequisites for attending Zoom Webinars (one required):

1. Zoom Desktop Client: Navigate to the [Zoom website \(https://zoom.us/\)](https://zoom.us/) in your internet browser. At the top-right of the page, click Resources and then click Download Center. Under Zoom Desktop Client, click the Download button.

- a. Open the Zoom desktop client and sign in
  - b. Click the Home tab and then Join
  - c. Enter Meeting ID: 840 6967 9194 and enter your full name
  - d. Connect audio and/or video and select Join
2. Zoom Mobile App with Cell Phone or Tablet: Download the Zoom - One Platform to Connect App in either the App Store for iOS or Google Play for Android.
  - a. Select Join Meeting
  - b. Enter Meeting ID: 840 6967 9194
  - c. Enter your full name and select Join
  - d. Enter your screen name and email address and select Continue
  - e. Join Audio with Wi-Fi or Cellular Data
3. Web client/browser: Google Chrome, Internet Explorer, Firefox and Safari on a computer.
  - a. Go to the [Zoom website \(https://zoom.us/\)](https://zoom.us/)
  - b. Enter Meeting ID: 840 6967 9194
  - c. Click Open Zoom Meetings or Join (depending on browser)
  - d. Enter your full name and click Join Audio by Computer
4. Alternate Option via Telephone with Audio Only:
  - a. Dial 253-215-8782
  - b. Enter Meeting ID: 840 6967 9194 and press #
  - c. Enter Participate ID and press #, or press # to continue

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

Posted on January 9, 2025.



# Proclamation

## Speak Up, Stand Up, Save a Life Month

January 2025

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

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

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

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

**NOW, THEREFORE**, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim January 2025 as Speak Up, Stand Up, Save a Life Month and encourage Arizona schools, students, parents, educators, police departments and community organizations to coordinate a variety of awareness and prevention activities designed to make our communities safer and promote a healthy environment for all children and adolescents.



\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk



# *Proclamation*

## Community Risk Reduction Week

January 20-26, 2025

**WHEREAS**, the safety and well-being of our community members is of paramount importance to the City of Tolleson; and

**WHEREAS**, Community Risk Reduction is a process to identify and prioritize local risks, followed by the strategic deployment of resources to reduce their occurrence and impact; and

**WHEREAS**, the National Fire Protection Association (NFPA) has designated the third full week of January as Community Risk Reduction (CRR) Week, providing an opportunity to raise awareness and emphasize the importance of proactive prevention strategies; and

**WHEREAS**, Community Risk Reduction Week highlights the vital role of public safety professionals, community organizations, and residents working collaboratively to create a safer environment for all; and

**WHEREAS**, the City of Tolleson recognizes the dedication and efforts of our local fire department, emergency services, and community partners in preventing emergencies and protecting lives and property through education, training, and innovative programs.

**NOW, THEREFORE**, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim the week of January 20-26, 2025 as Community Risk Reduction Week in the City of Tolleson and call upon all residents to join us in supporting and participating in activities that promote safety, preparedness, and community resilience.



\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Crystal Zamora, City Clerk



## CITY COUNCIL REPORT

**SUBJECT:** The City Clerk Department is requesting the approval of the Regular City Council Meeting Minutes of December 10, 2024.

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Crystal Zamora, City Clerk

**REVIEWED:** Reyes Medrano Jr., City Manager

### **PURPOSE:**

The City Clerk Department is requesting the approval of the Regular City Council Meeting Minutes of December 10, 2024.

### **BACKGROUND:**

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

### **DISCUSSION:**

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

### **BUDGET IMPACT:**

This item has no additional budget impact.

### **RECOMMENDATION:**

Staff recommends the City Council approve the Regular City Council Meeting Minutes of December 10, 2024.

### **ATTACHMENTS:**

1. 12 10 24 City Council Meeting Minutes



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**TOLLESON CITY COUNCIL MEETING ACTION MINUTES  
TOLLESON CIVIC CENTER  
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353  
ZOOM WEBINAR ID: 840 6967 9194  
TUESDAY, DECEMBER 10, 2024  
6:00 PM**

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**A. CALL TO ORDER**

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

**B. INVOCATION/PLEDGE OF ALLEGIANCE**

**The Invocation was delivered by City Attorney Pierce, and the Pledge of Allegiance was led by Council Member Chavira.**

**C. MAYOR & COUNCIL INSTALLATION CEREMONY**

1. Loyalty Oath of Office  
Christine Chavira, Council Member  
Remarks by Council Member Christine Chavira

Loyalty Oath of Office  
Adolfo F. Gámez, Council Member  
Remarks by Council Member Adolfo F. Gámez

Loyalty Oath of Office  
Cruzita V. Mendoza, Council Member  
Remarks by Council Member Cruzita V. Mendoza

Loyalty Oath of Office  
Juan F. Rodriguez, Mayor  
Remarks by Mayor Juan F. Rodriguez



Loyalty Oaths of Office administered by the City Magistrate John Lamb

**D. ROLL CALL**

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

**Council Members Adolfo Gámez and Cruzita Mendoza left the Council Meeting at 6:11 P.M. to attend another meeting.**

**Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Employee Resources Director Wendy Jackson, Financial Officer Kevin Artz, Chief Preparedness Officer George Good, Chief Technical Officer Steve Holliday, City Clerk Crystal Zamora, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Human Services Director Santiago Cornejo, Library Director Mandy Carrico and Police Chief Rudy Mendoza.**

**City Representatives: City Attorney Justin Pierce and City Magistrate John Lamb**

**E. FINAL CALL TO SUBMIT SPEAKER REQUESTS**

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

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

**G. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION**

**H. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS**

1. Public Hearing – Soliciting comments from interested parties in reference to Site Plan Application #24090004 as submitted by Carlos Dominguez with A&E Design Group, LLC, on behalf of property owners, Montes Eliodoro/Castrejon Celene Diaz, for a new two-story building to be located at 9101 W. Adams Street, Tolleson, Arizona 85353. The retail space will be located on the lower level, totaling 1,178 sq. ft., dedicated to the sale of clothing and hats, and the additional space will be allocated for storage and restrooms. The upper level will be residential space containing 1,640 sq. ft. of livable area, including a north-facing balcony, and parking will contain six parking spaces and one ADA compliance space. The site, APN 101-08-060A, is approximately 7,320 sq. ft. and zoned Commercial, Office, Residential, Entertainment (CORE) District. (Ruby's Hats)

**The public hearing opened at 6:13 PM and closed at 6:24 PM.**

Council Action: Approve/Deny Site Plan Application #24090004. (Eleven recommended stipulations – Development Services Department)

**Council Member Laborin moved to approve Site Plan Application #24090004, incorporating the original eleven stipulations along with an additional twelfth stipulation requiring the applicant to collaborate with staff on aesthetic enhancements; the motion was seconded by Council Member Erives. The motion carried 5 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**

**Council Member Erives – Aye**

**Council Member Laborin – Aye**

2. Public Hearing – Soliciting comments from interested parties in reference to Site Plan Application #24090005 as submitted by Erica Castro with Rick Engineering, on behalf of the owner, TruGrocer Federal Credit Union, for a new 2,595 sq. ft. drive-thru credit union building with a total of 27 parking spaces to be located at the southeast corner of 99th Avenue and Pierce Street in Tolleson, Arizona. The site, comprised of APN 102-53-357, is approximately 65,941 square feet and zoned Planned Area Development (PAD). (TruGrocer Federal Credit Union)

**The public hearing opened at 6:25 PM and closed at 6:41 PM.**

Council Action: Approve/Deny Site Plan Application #24090005. (Eight recommended stipulations – Development Services Department)

**Vice Mayor Davis moved to approve Site Plan Application #24090005 with eight stipulations; the motion was seconded by Council Member Erives. The motion carried 5 to 0.**

**Mayor Rodriguez – Aye**  
**Vice Mayor Davis – Aye**  
**Council Member Chavira – Aye**  
**Council Member Erives – Aye**  
**Council Member Laborin – Aye**

3. Public Hearing – Soliciting comments from interested parties in reference to establishing new facility rental fees for the City of Tolleson.

**The public hearing opened at 6:42 PM and closed at 6:54 PM.**

Council Action: Adopt/Deny Resolution No. 2590 of the Mayor and City Council of the City of Tolleson, Arizona, establishing new facility rental fees for City facilities. (Employee Resources Department)

**Vice Mayor Davis moved to adopt Resolution No. 2590; the motion was seconded by Council Member Laborin. The motion carried 5 to 0.**

**Mayor Rodriguez – Aye**  
**Vice Mayor Davis – Aye**  
**Council Member Chavira – Aye**  
**Council Member Erives – Aye**  
**Council Member Laborin – Aye**

#### **I. CONSENT AGENDA – ACTION ITEMS**

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

1. Approve Regular City Council Meeting Minutes of November 12, 2024 and Special City Council Meeting Minutes of November 25, 2024. (City Clerk Department)
2. Approve Claims and Bills Report for the period of November 6, 2024 to December 3, 2024. (Finance Department)
3. Approve Wired Telecommunications License and Right-of-Way Use Agreement between the City of Tolleson and Cablevision Lightpath LLC, and authorize the City Manager to execute and deliver said Agreement. Cablevision Lightpath LLC desires the ability to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the right-of-way for the purpose of providing fiber-to-the-premise networks and fiber-based services. (Development Services Department)
4. Adopt Resolution No. 2592 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and the Arizona Board of Regents for and on behalf of Arizona State University for the Project Cities Program and the development of the Tolleson General Plan. The term of this

Agreement will commence on the effective date and remain effective for three years.  
(Development Services Department)

5. Approve Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and UKG Kronos Systems, LLC for Workforce Management Systems and related products, services, and solutions, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$150,000 for additional products and services. (Employee Resources Department)
6. Adopt Resolution No. 2591 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and the City of Phoenix for radio shop services. The term of this Agreement will commence on the effective date and shall be renewed automatically each year for a one-year term. (Police Department)
7. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Axon Enterprise, Inc. for public safety video surveillance equipment and services (TASER weapons, body worn cameras, evidence storage and management, and police records), and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$200,000 for the equipment and services. This Agreement shall remain in full force and effect until December 15, 2029 with an additional five-year renewal term. (Police Department)
8. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Axon Enterprise, Inc. for public safety video surveillance equipment and services (Fleet 3 in-car video system), and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$100,000 for the equipment and services. This Agreement shall remain in full force and effect until December 15, 2029 with an additional five-year renewal term. (Police Department)
9. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Freightliner of Arizona, LLC for medium and heavy duty cabs, chassis and buses, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$250,000 for the services. This Agreement shall remain in full force and effect until January 17, 2025. (Utilities Department)

**Council Member Laborin moved to approve Consent Agenda items 1. through 9.; the motion was seconded by Council Member Chavira. The motion carried 5 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**

**Council Member Erives – Aye**

**Council Member Laborin – Aye**

**J. REGULAR AGENDA – ACTION ITEMS**

1. Approve/Deny the Professional Services Agreement between the City of Tolleson and Kimley-Horn and Associates, Inc. for contracting services relating to the Van Buren at 96th Ave. Pedestrian Bridge Design, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an amount not to exceed \$1,000,000 for the services. This Agreement shall remain in full force and effect for one year and may be renewed for up to four successive one-year terms. (Development Services Department)

**Council Member Erives moved to approve the Professional Services Agreement; the motion was seconded by Vice Mayor Davis. The motion carried 5 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**

**Council Member Erives – Aye**

**Council Member Laborin – Aye**

2. Adopt/Deny Ordinance No. 614 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, extending and increasing the corporate limits of the City of Tolleson, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing thereto certain territory contiguous to the existing City limits of the City of Tolleson: 91st Avenue, north of MC85. (Development Services Department)

**Council Member Laborin moved to adopt Ordinance No. 614 N.S.; the motion was seconded by Vice Mayor Davis. The motion carried 5 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**

**Council Member Erives – Aye**

**Council Member Laborin – Aye**

3. Appoint Elected Official as Board Member of the Tolleson Public Safety Personnel Retirement System Board to serve from January 1, 2025 until January 1, 2027. (Employee Resources Department)

**Council Member Laborin moved to appoint Council Member Chavira as Board Member of the Tolleson Public Safety Personnel Retirement System Board to serve from January 1, 2025 until January 1, 2027; the motion was seconded by Vice Mayor Davis. The motion carried 5 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**  
**Council Member Erives – Aye**  
**Council Member Laborin – Aye**

**K. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION**

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

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

**M. ADJOURNMENT**

**Council Member Erives moved to adjourn the Regular City Council Meeting; the motion was seconded by Council Member Chavira. The motion carried 5 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**

**Council Member Erives – Aye**

**Council Member Laborin – Aye**

**The meeting was adjourned at 7:13 PM.**

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

Note: The City Council of the City of Tolleson, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. § 38.431.03 for legal advice from the City Attorney.

Zoom’s live transcription feature can provide automatic captioning by clicking on the Closed Caption (CC) button during the meeting.

THE CITY OF TOLLESON ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. With at least two business days advance notice, accommodations can be provided at this meeting for individuals with vision, hearing and/or speech disabilities, including a transcriber, large print, an interpreter, an assistive listening device, etc. Please call the City Clerk at (623) 936-7111, or TTY users may dial 711 for Arizona Relay Service (AZRS), to request an accommodation to participate in this public meeting. The City will try its best to accommodate any last minute requests.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS

ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.



# CITY OF TOLLESON

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## MEMORANDUM

To: Mayor and Council

CC: Reyes Medrano, City Manager

Date: November 10, 2024

From: Chris Hamilton, City Engineer

Subject: Site Plan Approval Stipulations – Ruby Hat

---

Following are my recommended stipulations for site plan approval for this project:

1. The Developer shall provide final site improvement plans, inclusive of grading/drainage/paving, parking lot lighting, utility, perimeter screening and landscaping plans, to the satisfaction of the City Engineer, prior to the issuance of the first building permit. The Developer shall also provide a current geotechnical report to include recommendations for site preparation, for on and off site pavement design and building design parameters.
2. The Developer shall provide a final drainage report for City review and approval prior to the issuance of the first building permit. Stormwater runoff for the 100-year, 6-hour rainfall from the site and from the half-street frontage on all abutting streets shall be stored on-site. Retention basin design shall conform to City requirements. On-site storm drains may be sized for the 100-year peak runoff as long as an overland flow route is provided for the 100-year peak flow to reach the retention basin(s).
3. Sufficient drywells shall be provided to dry up the retention basin(s) within 36 hours; all drywells shall be Maxwell Plus type as manufactured by Torrent Resources Company or approved equal.
4. The Developer shall prepare and submit, for approval by the City Engineer, a maintenance plan for the long-term operation and maintenance of the underground retention facilities that are being proposed by the developer. The maintenance plan shall be consistent with the criteria provided by the City as part of the site plan review/approval process and shall



provide for annual inspections and condition assessment reports to the City's Building Department.

5. Building sprinkler systems, where required, and any on-site private fire lines shall be designed and installed to the satisfaction of the City Engineer and Fire Department; fire hydrants shall be spaced at not greater than 300-foot intervals in accordance with IFC 2018, Appendix C.
6. All on-site water lines, fire lines, and sanitary sewer lines shall be privately owned and maintained. All connections to the public water system shall be protected with backflow devices installed to City standards and details; water meters shall be located within public rights-of-way. Backflow devices shall be painted to match the building color. FDC are to be remote from the structure per Tolleson Code.
7. Perimeter screen walls shall be constructed in conformance with the City Zoning Code (chain link fencing is not allowed); all parking areas shall be screened from street view by a minimum three-foot-high berm or wall as measured from the highest finished grade of the adjoining parking area.
8. All access gates shall comply with City Fire Department requirements and existing secondary access gates shall be equipped with "Knox" locks conforming to City Fire Department requirements.
9. The Developer shall provide water and sanitary sewer design reports for City review and approval.
10. Driveway approaches shall conform to a modified City of Avondale Standard Detail No. P1251-1 with return radii equal to 20 feet or more to the extent possible, and concrete to be class A, 10-inch thickness with fiber mesh; public sidewalk easements shall be dedicated as required to facilitate specific driveway approaches as specified herein.
11. Remove and replace all broken or cracked curb and gutter, sidewalk, asphalt pavement, and signing and striping along the 91<sup>st</sup> Ave and Adams Street frontages; pavement along said streets may be microsealed for up to its full width at the sole discretion of the City Engineer following the completion of on-site improvements.
12. The Developer shall collaborate with the City on aesthetic enhancements.



# CITY OF TOLLESON

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## MEMORANDUM

To: Mayor and Council

CC: Reyes Medrano, City Manager

Date: October 28, 2024

From: Chris Hamilton, City Engineer

Subject: Site Plan Approval Stipulations – TruGrocer (99<sup>th</sup> Ave. & Pierce St)

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Following are my recommended stipulations for site plan approval for this project:

1. The Developer shall provide final site improvement plans, inclusive of grading/drainage/paving, parking lot lighting, utility, perimeter screening and landscaping plans, to the satisfaction of the City Engineer, prior to the issuance of the first building permit. The Developer shall also provide a current geotechnical report to include recommendations for site preparation, for on and off-site pavement design and building design parameters.
2. The Developer shall provide a final drainage report for City review and approval prior to the issuance of the first building permit. Stormwater runoff for the 100-year, 6-hour rainfall from the site and from the half-street frontage on all abutting streets shall be stored on-site. Retention basin design shall conform to City requirements. On-site storm drains may be sized for the 100-year peak runoff as long as an overland flow route is provided for the 100-year peak flow to reach the retention basin(s).
3. Sufficient drywells shall be provided to dry up the retention basin(s) within 36 hours; all drywells shall be Maxwell Plus type as manufactured by Torrent Resources Company or approved equal.
4. The Developer shall prepare and submit, for approval by the City Engineer, a maintenance plan for the long-term operation and maintenance of the underground retention facilities that are being proposed by the developer. The maintenance plan shall be consistent with the criteria provided by the City as part of the site plan review/approval process and shall



provide for annual inspections and condition assessment reports to the City's Building Department.

5. Building sprinkler systems, where required, and any on-site private fire lines shall be designed and installed to the satisfaction of the City Engineer and Fire Department; fire hydrants shall be spaced at not greater than 300-foot intervals in accordance with IFC 2018, Appendix C.
6. All on-site water lines, fire lines, and sanitary sewer lines shall be privately owned and maintained. All connections to the public water system shall be protected with backflow devices installed to City standards and details; water meters shall be located within public rights-of-way. Backflow devices shall be painted to match the building color. FDC are to be remote from the structure per Tolleson Code.
7. Perimeter screen walls shall be constructed in conformance with the City Zoning Code (chain link fencing is not allowed); all parking areas shall be screened from street view by a minimum three-foot-high berm or wall as measured from the highest finished grade of the adjoining parking area.
8. All access gates shall comply with City Fire Department requirements and existing secondary access gates shall be equipped with "Knox" locks conforming to City Fire Department requirements.

## City of Tolleson

Checks Recorded

Check Dates: November 6, 2024 to December 3, 2024

### PAYMENTS OVER \$50,000

| CHECK NUMBER | CHECK DATE | VENDOR NAME                     | AMOUNT     |
|--------------|------------|---------------------------------|------------|
| 182666       | 11/12/2024 | CITY OF PHOENIX                 | 319,435.92 |
| 182855       | 11/27/2024 | CITY OF PHOENIX                 | 280,076.40 |
| 182883       | 11/27/2024 | SALT RIVER PROJECT - IRRIGATION | 186,671.59 |
| 100101       | 11/08/2024 | AT&T Enterprises LLC            | 150,682.01 |
| 182775       | 11/21/2024 | FSL HOME IMPROVEMENTS           | 98,775.69  |
| 182806       | 11/21/2024 | PEORIA FORD                     | 65,701.69  |
| 100109       | 11/15/2024 | KRONOS INCORPORATED             | 51,778.78  |
| 182734       | 11/14/2024 | TOLLESON COMMUNITY COALITION    | 50,000.00  |

## City of Tolleson

Checks Recorded

Check Dates: November 6, 2024 to December 3, 2024

### PAYMENTS FOR \$10,000 - \$49,000

| CHECK NUMBER | CHECK DATE | VENDOR NAME                         | AMOUNT    |
|--------------|------------|-------------------------------------|-----------|
| 182692       | 11/14/2024 | CITY OF PHOENIX                     | 48,958.71 |
| 100119       | 11/22/2024 | PUMP PROS INTERNATIONAL CORPORATION | 38,950.20 |
| 100113       | 11/22/2024 | AZ PUBLIC SAFETY RETIREMENT, FIRE   | 38,170.97 |
| 100096       | 11/07/2024 | AZ PUBLIC SAFETY RETIREMENT, FIRE   | 37,927.48 |
| 100097       | 11/07/2024 | AZ PUBLIC SAFETY RETIREMENT, POLICE | 31,639.51 |
| 100114       | 11/22/2024 | AZ PUBLIC SAFETY RETIREMENT, POLICE | 29,808.19 |
| 182877       | 11/27/2024 | TECHNOLOGY PROVIDERS, INC.          | 29,234.24 |
| 182834       | 11/21/2024 | WEST TECH LLC                       | 27,345.83 |
| 100111       | 11/15/2024 | MOTOROLA SOLUTIONS INC.             | 24,532.47 |
| 182788       | 11/21/2024 | JAMES, COOKE & HOBSON INC           | 22,251.03 |
| 182847       | 11/27/2024 | BROWN AND CALDWELL                  | 22,195.25 |
| 182744       | 11/14/2024 | WASTE CONNECTIONS OF ARIZONA, INC.  | 19,705.00 |
| 182830       | 11/21/2024 | WACO LLC                            | 19,555.98 |
| 100116       | 11/22/2024 | KIMLEY-HORN AND ASSOCIATES, INC.    | 16,300.90 |
| 182667       | 11/12/2024 | DELL MARKETING L.P.                 | 15,834.36 |
| 182800       | 11/21/2024 | Metropolitan Life Insurance         | 15,163.14 |
| 182807       | 11/21/2024 | POWERDMS, INC.                      | 13,417.45 |
| 182798       | 11/21/2024 | MARICOPA COUNTY SHERIFF'S OFFICE    | 13,222.49 |
| 100108       | 11/15/2024 | JACOBS ENGINEERING GROUP INC        | 12,592.50 |
| 182745       | 11/21/2024 | ADVANCED ENVIRO CURE, LLC           | 12,000.00 |
| 182743       | 11/14/2024 | VERIZON WIRELESS SERVICES LLC       | 10,150.62 |

Post-Production File

**City of Tolleson**  
**City Council Meeting Minutes**  
**December 10, 2024**

Transcription Provided By:  
eScribers, LLC

\* \* \* \* \*

Transcription is provided in order to facilitate communication accessibility and may not  
be a totally verbatim record of the proceedings.

\* \* \* \* \*

MAYOR RODRIGUEZ: Thank you. Okay, everybody. Good evening. I'm mayor Juan F. Rodriguez. Today is December 10th, and I would like to call the City Council meeting to order. We're going to get started with our invocation and pledge of allegiance. So I'm going to ask our city attorney to please lead us in the invocation, and Councilmember Chavira, if she can please lead us in the Pledge of Allegiance. Please stand.

PIERCE: Our beloved Heavenly Father, we come before thee at this time with gratitude in our hearts for the opportunity to be here, to live in this free country, to also be able to celebrate this time of year where hopefully hearts are softened and we are able be kinder to one another, be grateful for the relationships that we have. We are grateful for this Council and for the opportunity at self-governance and pray that thy spirit would guide and direct them, and that they would have the wisdom to make decisions that would be in accordance with thy will and in accordance with the best interests of the great people here in this wonderful City of Tolleson. We pray for those that protect us and pray that they would be protected. We pray for these blessings at this time. Do so in the name of Jesus Christ. Amen.

CHAVIRA: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

MAYOR RODRIGUEZ: All right. Thank you both, Attorney Pierce and Councilmember Chavira. We're going to move on to Mayor and Council installation. Before we do that, though, I do want to -- we're always blessed whenever anybody shows up. You're all very important people, and we certainly want you to come back every meeting. But today we do happen to have two special guests that are making an appearance. Southwest Valley Chamber of Commerce, we have President Jeff Campos and Vice President Amapola Judd-Shimp. So let's give them a round of applause. Thanks for coming up.

We're going to move on to Mayor and Council selection ceremonies. Now we will begin. Yeah, I will hand this over to our judge, Judge John Lamb.

LAMB: We could have the newly elected Council members come down.

If you guys could raise your right hand, and then you'll repeat after me. And after I say "I," you'll state your name. Okay? I –

GAMEZ: I, Adolfo Gamez.

MENDOZA: I, Cruzita Mendoza.

CHAVIRA: I, Christine Chavira.

LAMB: -- do solemnly swear --

CHAVIRA, GAMEZ, MENDOZA: Do solemnly swear --

LAMB: -- that I will support the Constitution of the United States --

CHAVIRA, GAMEZ, MENDOZA: -- that I will support the Constitution of the United States --

LAMB: -- the Constitution and laws of the State of Arizona --

CHAVIRA, GAMEZ, MENDOZA: -- the Constitution and laws of the State of Arizona --

LAMB: -- and the City of Tolleson Code.

CHAVIRA, GAMEZ, MENDOZA: -- and the City of Tolleson Code.

LAMB: That I will bear true faith and allegiance --

CHAVIRA, GAMEZ, MENDOZA: That I will bear true faith and allegiance --

LAMB: -- to the same --

CHAVIRA, GAMEZ, MENDOZA: -- to the same --

LAMB: -- and defend against all enemies --

CHAVIRA, GAMEZ, MENDOZA: -- and defend against all enemies --

LAMB: -- foreign or domestic.

CHAVIRA, GAMEZ, MENDOZA: -- foreign or domestic.

LAMB: And that I will faithfully and impartially --

CHAVIRA, GAMEZ, MENDOZA: And that I will faithfully and impartially --

LAMB: -- discharge the duties --

CHAVIRA, GAMEZ, MENDOZA: -- discharge the duties --

LAMB: -- of Council member --

CHAVIRA, GAMEZ, MENDOZA: -- of Council member --

LAMB: -- according to the best of my ability --

CHAVIRA, GAMEZ, MENDOZA: -- according to the best of my ability --

LAMB: -- so help me God.

CHAVIRA, GAMEZ, MENDOZA: -- so help me God.

LAMB: All right. Congratulations. Hold on one second. And then let me give you guys each one of your certificates of election. This is yours. This is yours. I think I got them right. This is yours. There you go. All right. And if you guys -- anybody wants to say any words, it's -- all right. I got it mixed up. Okay. Go right ahead.

GAMEZ: Just want to say congratulations to everybody, another four years. And we look forward to -- but we need to be very cognizant of the politics nationally that are occurring, and that there are things that may impact us in the City, especially our kids, our students. And we need to make sure -- and our seniors for that matter -- and we can take care of them if something happens to the funding that's being threatened to happen nationally. And if that happens, we as a Council need to step up and say, not in Tolleson. We're going to take care of our kids. We're going to take care of our seniors to do what we have to do. We have to do that so that we can continue to be the city that we love. That's what I've got to say. Thank you.

CHAVIRA: I just want to follow up on (indiscernible) for another four years, and I'm proud to take that role. (indiscernible) thank you so much for everybody's support. And my heartfelt gratitude to everyone. Thank you.

MENDOZA: I'd like to also thank all of the voters of Tolleson for having the confidence in me to vote me into office, and I totally agree with Councilmember Gamez. We don't know what the future holds. We never know what the future holds. But the beauty of Tolleson is that we work together. We are a caring, loving group of people that truly do care about this community, and whatever may come and whatever happens, Tolleson will always be at the core of the decisions that we make. And although we may not always agree, your best interests and the community's best interest is always at heart, and we will work together to make sure that that happens. Thank you.

LAMB: Mayor, if you could come down. Right hand. I --

MAYOR RODRIGUEZ: I, Juan Rodriguez --

LAMB: -- do solemnly swear --

MAYOR RODRIGUEZ: -- do solemnly swear --

LAMB: -- that I will support the Constitution of the United States --

MAYOR RODRIGUEZ: -- that I will support the Constitution of the United States --

LAMB: -- the Constitution and laws of the State of Arizona --

MAYOR RODRIGUEZ: -- the Constitution and laws of the State of Arizona --

LAMB: -- and the City of Tolleson Code.

MAYOR RODRIGUEZ: -- and the City of Tolleson Code.

LAMB: That I will bear true faith and allegiance --

MAYOR RODRIGUEZ: That I will bear true faith and allegiance --

LAMB: -- to the same --

MAYOR RODRIGUEZ: -- to the same --

LAMB: -- and defend against all enemies --

MAYOR RODRIGUEZ: -- and defend against all enemies --

LAMB: -- foreign or domestic.

MAYOR RODRIGUEZ: -- foreign and domestic.

LAMB: And that I will faithfully and impartially --

MAYOR RODRIGUEZ: And that I will faithfully and impartially --

LAMB: -- discharge the duties of mayor --

MAYOR RODRIGUEZ: -- discharge the duties of mayor --

LAMB: -- according to the best of my ability --

MAYOR RODRIGUEZ: -- according to the best of my ability --

LAMB: -- so help me God.

MAYOR RODRIGUEZ: -- so help me God.

LAMB: All right. Congratulations.

MAYOR RODRIGUEZ: Thank you.

LAMB: Now have a few words.

MAYOR RODRIGUEZ: So yeah, just quick words. Basically echo some of the words of my Councilmembers. We're extremely grateful to the people of Tolleson. I mean, we

wouldn't be here without their votes. We're here, and so we get the opportunity and the responsibility to serve our residents for the next four years. You know, I'm very grateful to my family. They're all here. My mom and my dad and my kids. And doing this takes time away from your family, but with their support, we've been able to, I think, do a really good job as a family moving forward and keep His name in good faith. And that's the first thing I want to get said. Well, the second one -- the first one is to the voters of Tolleson. The second is to my family. The third is to the staff. I think a lot of times -- I've said it in speeches and in times here or there, but the reality is, our staff does a great job of guiding us and bringing opportunities to the Council that are directly beneficial to the People of Tolleson. And I, for one, don't think that our staff get enough credit. And so I think if anybody deserves applause, it's them. And so I'd like to give them a round of applause.

I've learned two things that -- don't bring up your baby. Okay. Oh, cool.

The two things that I've learned on Council -- and it'll be 20 years when I'm done here -- is that one, you're going to put on some weight. So if you want to be on Council, get a gym membership. When I started, this jacket actually closed. I was about to close it now, but I might pass out from holding my breath. And two is that, it doesn't matter if you're a Councilmember, you're the Vice Mayor, or if you're the Mayor. We're a team. Everybody up here works in tandem. If one goes left, we all go left. One goes right, we all go right. We all move together because we have one common goal. And that is to make Tolleson the best place possible for people to work, live, and be successful. And at the end of the day, I don't care who's in D.C. Tolleson is blessed. And no matter what comes down the pike, I have a hundred percent confidence that the people sitting here are going to rally around the needs of our community, and we're going to continue to move our city of Tolleson forward and be successful. And only better days are ahead of us. So thank you all. Congratulations.

GAMEZ: Congratulations to you.

MAYOR RODRIGUEZ: And that's all I have to say. Thanks again, Judge.

Go, Sun Devils!

And I know we have a couple of folks that have to leave early today, so I'm going to just go ahead make it make an acknowledgement to Crystal that every Councilmember is present and accounted for. And so if they need to part ways and deal with other matters, right now would probably be the best time to do that.

GAMEZ: Thank you, Mayor. Appreciate that. Report back later.

MAYOR RODRIGUEZ: Thank you. We'll get some more tissue.

So with that, it's a final call to submit speaker request forms. Crystal, do we have any submissions?

ZAMORA: We do not, Mayor.

MAYOR RODRIGUEZ: Okay. It's called to the public non-agenda items. Crystal, do we have any call to the public yet?

ZAMORA: We do not, Mayor.

MAYOR RODRIGUEZ: Awesome. We're going to go on to G, which is scheduled public appearances and proclamations. We have none today. H, business from the floor, public hearings, and action items. We have one. It's a public hearing. So soliciting comments from the interested parties in reference to Site Plan Application #24090004 as submitted by Carlos Dominguez with A&E Design Group, LLC, on behalf of property owners, Montes Eliodoro/Castrejon Celene Diaz, for a new two-story building to be located at 9101 W. Adams Street, Tolleson, Arizona 85353. The retail space will be located on the lower level, totaling 1,178 sq. ft., dedicated to the sale of clothing and hats, and the additional space will be allocated for storage and restrooms. The upper level will be residential space containing 1,640 sq. ft. of livable area, including a north-facing balcony, and parking will contain six parking spaces and one ADA-compliant space. The site, APN 101-08-060A, is approximately 7,320 sq. ft. and zoned Commercial, Office, Residential, Entertainment, also known as the CORE District. I will now open this public hearing and turn this matter over to Development Services Director Jason Earp and the applicant.

EARP: Thank you, Mayor. Members of the Council. As you know, about 14 years ago when we created the CORE, Commercial, Office, Residential, Entertainment, this is kind

of what we're looking at in the future. Took this much time, but it's finally here. We're landlocked, so going vertical makes sense. And having some residential on the bottom and some affordable housing on top is great for our city. But at this moment, I'll just turn it over to Carlos Dominguez, which, he's with the design group for this. This is 91st and Adams, and I'll let him explain. And if you have any questions for him or myself, Mayor, we'll be happy to answer.

MAYOR RODRIGUEZ: Is he on Zoom?

EARP: He's on Zoom. Sorry.

MAYOR RODRIGUEZ: Resident Dominguez, you have the floor on Zoom.

DOMINGUEZ: Yes. I'm actually seeing you guys on the -- yes.

MAYOR RODRIGUEZ: Do you need to -- we're just asking to get -- do an overview of the presentation.

DOMINGUEZ: Absolutely. So everyone, thank you for the opportunity to present our project here. My name is Carlos Dominguez from A&E Design Group. We are the design team working here on this project for the Ruby Hat sales. And the idea that came up to us was, the owners really hard-working people, what they want to do is be able to move their existing place of business -- it's located on the west part of Phoenix, move it to this part of town. And it's interesting how we always are looking into a work/live environment, so couldn't fit better. I mean, they are going to be the owners of the bottom level, which will be them selling hats and clothing with logos and engraving, also the lettering on t-shirts and stuff like that. But they're also going to be the ones living on the second floor. So in a way kind of serves the same people, watching of their own business and the business watching over their place while they're working. Right? So that's the idea of the process. Like I said, the bottom floor on the north, we're looking at the -- pretty much the mercantile sales part of it, where it's merchandise there on display, and then you got the back part of it, more of the storage and where the husband and wife will be on the back doing all the work putting logos and things like that on the t-shirts. That's pretty much the basics of it, of the nature of the business. The upstairs, a three-bedroom, two-bath, pretty standard, I would say, of a larger size

apartment/home that they will be putting on the top with -- as you can see on the elevations, we added that feature of a balcony there on the north side of it. And I'm sure during the evening times and, when it's like especially this part of the season where you guys with the holidays, the lights, things like that, they're able to enjoy the view of the City of Tolleson.

MAYOR RODRIGUEZ: Okay. Is that -- you concluding your presentation, correct?

DOMINGUEZ: Yes.

MAYOR RODRIGUEZ: Okay. Just wanted to make sure. Well, I will now turn it over to our Council. Council, do you have comments or questions concerning this development? No? Yes, we have -- Vice Mayor Davis has a comment.

DAVIS: I do like these types of developments coming because like Jason said, we are pretty landlocked, so growing up is the way to go. And I like this idea of having commercial on the bottom and housing options on the top, because we definitely also are facing a housing shortage. So it kind of kills two birds with one stone. So I like the general concept.

MAYOR RODRIGUEZ: Yeah. I would just add, for those in the audience that don't remember this, this used to be a storefront, and it suffered a big fire. And I think that's an understatement. The chief at the time was here. The vacant property. So it's a property located next to the property that burned down.

CHAVIRA OR MENDOZA: Used to be my property.

MAYOR RODRIGUEZ: Yeah. So needless to say, it's not so much a new concept in other parts of the valley, but here in Tolleson, this is going to be the first of what we hope is a series of these developments where like Vice Mayor said, we're going to go vertical, increase some living space, and we're also going to have some retail space. So we're have the opportunity to collect some sales tax revenue for our community. And ultimately, I think it's a win-win. It looks like it's a good quality product. It's not shoddy. And so you know, I think this is exactly what we're looking for. And we're hoping that it lends itself going south, and also lends itself going north, and maybe wraps around Van Buren down the road for future development. This may be the beginning of a number

of these things that kind of help us go a little bit more vertical and have some more flexibility, and the type of uses that we have here in town. So with that, I am going to be quiet. Anything else, folks? Go ahead, Jason.

EARP: Thank you, Mayor.

CHAVIRA: Go ahead and let Jason finish.

EARP: That the property you're talking about is going to do the same thing, so that it's going to be great being next to each other. I just wanted to bring attention to -- maybe Mr. Dominguez can speak on this -- staff feels that it's -- the building is great and everything, but it does -- a little bland. So if Mayor and Council, I don't know if they need to add a stipulation, if you approve to work with our team to maybe kind of spruce it up just a little bit more, add some maybe some esthetics to it, just -- I mean overall, the bones of it's great. It's just that was the direction I got from staff. So I just wanted to bring it forward.

CHAVIRA: No, I agree with that Jason. And with the Council, I think it would be nice to add either some color or some vegetation or some trees or something that adds a little bit interest. As you're driving south on 91st Avenue, you're going to see the side of the building. It seems like the face is going to be facing north, Mr. Dominguez. So it would be nice to not just have a wall, but maybe some kind of vegetation or something else that would add a little bit of interest to it so that it's a nice view as you're driving down the street.

DOMINGUEZ: I do want to add to that, and yes, you brought up good points on that. So definitely for us, it was a concern having that long east wall, especially in a major arterial street, right? So definitely -- we do have some vegetation. I don't know if you guys have the landscape plan available there on screen, but we do have landscaping going through it, as well as a mixture of a hardscape. So it doesn't feel just a dull concrete. We got pavers going across through it, a pattern there. And also on that wall, if you can also open on the elevations, you'll see that there's some niches on that. We're changing some of the materials and putting some lighting on those niches to create for artwork. Maybe, for example, if one of the home teams win, sports team, we can put that

somewhere like the jersey or something like that. Use that as some sort of a artwork, but also more of a local artwork and display it. And like I said, I don't know if the elevation, you can bring it back on the screen because I'm not seeing it, but you will be able to see that on the east side of the elevation. We create those niches with the different material types.

MAYOR RODRIGUEZ: Well, Mr. Dominguez, to me it's pretty clear. We're going to add a -- hold on. We've got a city manager -- Reyes?

MEDRANO: I'll wait for you, sir.

MAYOR RODRIGUEZ: No, I was going to say we're going to add a stipulation that you work with staff to work out some these -- I'm not going to call it lipstick, but make the building look a little bit nicer, a little bit more appealing. Staff has some really good ideas, and you guys can go back and forth and come up with the specifics, but they they've helped other developers put some buildings in our community that look really, really good. So I'm sure they're going to have a slew of good ideas to make this development look even bigger and better.

MEDRANO: That's precisely what -- Mr. Mayor, members of Council -- that's precisely what I was going to recommend. So you're on top of it, sir. I would add that to any motion and second.

MAYOR RODRIGUEZ: Okay. All right. Jason, anything else? All right. One last call to Council? Yes. Vice Mayor.

DAVIS: I would just like to add that we do have a pretty awesome TIA Initiative, which is our Tolleson Initiative for the Arts. So the arts are pretty important to us. If you look at our civic center, which is going to be down the street from this development, there's artwork all over it. So just something to think about. We want it to match the esthetic of our city.

MAYOR RODRIGUEZ: This is a public meeting. So Clorinda -- Vice Mayor Davis -- I'm sorry. Councilmember Erives. I'm hungry. I'm sorry.

ERIVES: I just had a question regarding the title of the store. So it's Ruby's Hats. Could you tell us a little bit about the specialty of this store? We don't have a hat store in

Tolleson, so this is kind of new for us. Can you tell us a little bit about it?

DOMINGUEZ: Definitely, definitely. And I would love for my customers -- the owners to be, but I believe they were not available to attend the meeting. But I can kind of speak on their on their behalf because that was my first question about it too, like, what exactly are you guys doing? I mean, is this more like a sports store? Is this -- what is it? So really what it is, they'll sell basic merchandise -- hats, t-shirts. But the beauty of it is that they will do the -- I don't know if it's the right word -- engraving -- where they will put the lettering of a logo. For example if you have a league, like a baseball league or a little soccer league, you can bring your team with your hats, with your t-shirts, and they'll put the logo of the team, the numbers on the back, the names of the team. So that's their specialty. More like giving uniqueness to the clothing, especially the hats. So they'll have your standard hats and t-shirts. Right? But mainly that's what they're focusing on -- creating unique type of hats and unique t-shirts.

ERIVES: Excellent. Thank you. Thank you for sharing with us.

MAYOR RODRIGUEZ: Okay. One last round. Public hearing. Anybody from the audience? Yes. Of course. Councilwoman Laborin. Dominguez.

LABORIN: Mr. Dominguez. Just an FYI, that property originally belonged to my grandfather, who was related to Joaquin Murrieta. His name was Francisco Murrieta. And my dad sold it to the next owners, Mr. and Mrs. Woodruff. And I can't believe something is actually going up on that property from when I was younger. I hope it comes out really good for you. Thank you.

DOMINGUEZ: We are honored. Thank you.

MAYOR RODRIGUEZ: All right. With that, I will entertain a motion to include 11 stipulations, plus the 12th stipulation to work with staff on esthetic improvements to the facility. Close the public hearing. And at this point, I will entertain a motion to approve or deny with -- but whoever makes the motion, please include the 11 stipulations plus the 12th stipulation that was added for Mr. Dominguez and the owners to work with city staff on esthetic improvements.

LABORIN: With the 11-12 stipulations.

MAYOR RODRIGUEZ: We have a motion from a Councilwoman Laborin. Yes. Rock scissors?

DAVIS: We'll shake it out.

MAYOR RODRIGUEZ: We got a second from Councilwoman Erives. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any. This motion passes unanimously. Thank you very much, Mr. Dominguez.

DOMINGUEZ: Thank you very much. Appreciate it.

MAYOR RODRIGUEZ: All right. We're going to move on to public hearing number 2, soliciting comments from interested parties in reference to Site Plan Application #24090005 as submitted by Erica Castro with Rick Engineering, on behalf of the owner, TruGrocer Federal Credit Union, for a new 2,595 sq. ft. drive-thru credit union building with a total of 27 parking spaces to be located at the southeast corner of 99th Avenue and Pierce Street in Tolleson, Arizona. The site, comprised of APN 102-53-357, is approximately 65,941 -- that's a pretty good size -- square feet and zoned planned area development, also known as PAD TruGrocer Federal Credit Union. And I will now open up this public hearing and turn this over to our Development Services Director, Mr. Jason Earp.

EARP: Thank you. Mayor, Vice Mayor, members of the Council. So yes, this is on the corner of 99th and Pierce, next to the hotel. For a long time, we've had the one bank, and we've been looking forward to some kind of credit union or bank to come in, a second one. It's finally here. They specialize in grocery store employees. One of the reasons -- I talked to Mr. Grayson this morning -- one of the reasons they came here because we have Albertsons and we have Kroger, and just where they're located now at 51st and Bell is -- it's just not a great location to get to for all the grocery employees. This is with the freeway and closer to the warehouses. Plus we're --

MAYOR RODRIGUEZ: Plus we're Tolleson.

DAVIS: We all work in Tolleson. That's probably why.

EARP: Smart people. They probably went to U of A. But they have a -- Mr. Avery's (phonetic) here to give a presentation on it. It's a beautiful building. We're excited about it. I know, Mayor, you had a question, could regular residents that don't work for the grocery store? It's not in their charter, so at this time, no. But the way he described it to me is if your wife's tía's cousin works there, you can get in. And so then once you can get in, then your family can get in. Then once your kids have kids, then they can get in. So it kind of works like that. And he says that's kind of how they expand. So we're very excited to have them. So Mr. Avery.

MAYOR RODRIGUEZ: How you doing, sir?

EVERY: All right. Who's controlling the slides? Me? Okay. So this is a 2,500-square-foot credit union branch. As you mentioned. TruGrocer is focused on the grocery industry. They started their life as the Albertsons Employees Credit Union, and now they serve anyone who works in a grocery store or distribution center. That's one of the big appeals of Tolleson as well, is they think they have a large member base here. So they're excited to be here. They have branches all over the country. This is one of their first new builds in a long time. So we just renovated a building for them in Florida. But this is going to be new ground-up construction.

And if we want to go through to the next slide.

So the thinking about the design, I was the design architect on it. This is an opportunity to give them a face, a brand. Right now, if you've been by their existing branch, it's in a strip mall. It's too small for them. All they have is signage. This is an opportunity for them to present a public face and start to create a lasting impression on people. So we're looking for something that was iconic, but would draw people in and create a sense of community. And something that as you're traveling the streets and highways here in Tolleson, when you see it, it sticks in your mind. But then when you go there, it's also a place that when you go into it, it feels like you're someplace special.

Go next.

This is just the program, pretty standard private offices, conference rooms, a small conference room, teller stations. And they will have a drive-through both at a window

and then an ATM.

And here's our site plan. They are doing their water detention above ground and for cost reasons, rather than burying it under the parking lot. So we have at the right side of the site here, the east side, two large shallow detention ponds with dry wells. So there's regulations as to how fast these have to drain after one of the rains. And then that's designed to recharge the aquifer. The building is turned slightly on the site to open it up towards the corner, because it's a pretty prominent corner, and so to catch people's eyes.

We go into the floor plan here. It's a compact floor plan. You guys have a nice stipulation on your drive-through queue lengths of 150 ft. That sort of drove where our drive-through window needed to be. We understand that. We also do a lot of retail work with Starbucks and such, and those queues can get very long. But the lobby is decent size. We've got some furniture, the tellers, and then offices for bankers and a conference room. Pretty standard fare, but trying to get a nice compact package. And then to allow us to do a little bit more with the outside of the building, which you see in the next slide -- and so it's a low-slung building, but we're trying to make it welcoming with the roof as well as shade the building. Because we all know what Arizona is like in the summer. The tower helps give it an iconic element. These are their brand colors that you're seeing on the building. And it's cemented in people's eyes. They -- not a lot of their potential members know they exist. So they're trying to raise that profile in every way possible to increase that membership base and be able to serve them better.

MAYOR RODRIGUEZ: Is that maroon and gold?

EVERY: It's their -- their colors are. Yeah.

MAYOR RODRIGUEZ: Yeah. That'll work.

EVERY: Right on. And I just want to step through. We try to pay attention to what it looks like from the street as you move -- as you drive past it. And then a welcoming entry, very transparent. And then these are just stepping around the building so we can get a sense of what it feels like. And then a drive-through. Pulling the landscaping into

the building.

And then the interior, we developed a interior design package that will be consistent across their branches. We're rolling that out now. So the first one was in the new branch in Oviedo. So in here, we've got the teller area and then a higher ceiling area which will have wood finish, sloped ceilings much like this. Try to keep the lighting subdued. So it's -- a lot of credit unions you go into, they have the big two by four fluorescent light fixtures; we're trying to do something more like this with just pinpoints of light.

And then these are just the interiors. Close-up of the entry. And then we tried to pay close attention to what the building will feel like in the evening. Of course, they're not going to be open late into the night, but in the wintertime, it will start to get dark when they're still open. And we wanted to have a nice glow, and probably leave some of the interior lights on. We have the yellow on the soffit there as well as the ceiling. So we want that glow when people go by it sort of cements it in their mind. And then that gives you a sense of what it's like in the evening.

MAYOR RODRIGUEZ: Well, thank you for your presentation. I will at this time turn it over to Council for any questions. Questions only at this time for Council?

LABORIN: I'm fine.

AVERY: And they're a great client. I think they're a great neighbor. And the services they provide are excellent for their membership. So I've enjoyed working with them.

MAYOR RODRIGUEZ: I'll be honest with you. I was a little nervous at first. I mean, I really wanted them to serve the People of Tolleson. And I got to thinking, man, I've got to work at a grocery. At first, I thought a grocery store. So I'm like, I don't know that many people that work in a grocery store. But then when I think Reyes told me that it also includes people that work in the warehouses, like I know at least ten people that work in the in warehouses, and they just became my cousins.

AVERY: Exactly.

MAYOR RODRIGUEZ: If the residents of Tolleson need somebody to -- if they want to create a membership at the credit union and they need somebody, I'm sure one of their

neighbors either works there or I can hook them up with Terry Martin (phonetic) or somebody that works at a warehouse. So that would be good.

AVERY: And they're working, always working to expand their membership base. One of their goals is to get Walmart and Target, since those have -- most of those now have a grocery store component. That's not set yet but that's where they're where they're headed, so.

MAYOR RODRIGUEZ: Yeah, we're not quite the size of a Walmart. We're only about 7,000 people here. And we pay our water bill and we'll say City of Tolleson. If you guys ever change your mind and residents can walk in with their water bill and say, I'd like to become a member, I'm a Tolleson resident, that would be beyond awesome. I'll throw that out there.

AVERY: I'll tell Ben.

DAVIS: Is their other branch closing?

AVERY: Yeah, they're going to relocate.

MAYOR RODRIGUEZ: Yes. Councilwoman Davis.

ERIVES: I didn't see it on the renderings, but most banks have an ATM.

AVERY: They don't have a walk-up. They figure in Arizona, I mean, if it's 116 out, most people are going to want to go through a drive-through ATM. So there is one on the outside drive-through lane.

ERIVES: What I was referring to is that sometimes they'll just charge a service fee. So you could still access --

AVERY: Oh yeah. It's -- the ATM would be for anybody with the -- yeah, a card that's on that network which is --

ERIVES: It might not be the actual member, but --

AVERY: Right. Yeah.

DAVIS: Do you happen to know if they're part of like one of those credit union partnerships where people who have other credit unions can utilize their services?

AVERY: I do not, but that's a good question.

MAYOR RODRIGUEZ: Yeah, that would be great.

AVERY: Yeah.

MAYOR RODRIGUEZ: By the way, I'm calling my cousin. I'm going to get a membership. Yeah, I agree, I think from an architectural standpoint, design standpoint, the building definitely is -- I'm not going to use the word iconic, but driving down 99th Avenue, it's definitely going to get some attention.

AVERY: Yeah. That's the hope.

MAYOR RODRIGUEZ: Yeah. That's a really good thing.

So all right is there any questions or comments from the audience? Oh, Councilwoman Laborin, you have the floor.

LABORIN: Is the credit union going to be open to the public, or just specific?

AVERY: Just a specific membership base of anyone who works at a grocery store, or a family member of them, or one of the grocery store distribution centers, which is why they're -- part of the reason they're in Tolleson or want to be in Tolleson is because of the distribution centers.

MAYOR RODRIGUEZ: Correct me if I'm wrong. If I have a friend who works at, let's say, Fry's, and I go over there and my friend refers me, I can get a membership.

AVERY: I don't know, I can't speak to that.

MAYOR RODRIGUEZ: Jason.

EARP: Mayor, Vice Mayor, members of the Council. The way Ben described it to me, a relative. So it -- like, your cousin's aunts. But there has to be some kind of relation.

MAYOR RODRIGUEZ: Correct, And if I get a membership --

EARP: And then once you get in, then your family can get in.

MAYOR RODRIGUEZ: My Tía Laborin can go with me. I can get her and, my Tia Chavira, we can.

Okay. I mean, it's critical. This was -- I always thought of this as the next location for an IHOP or Denny's, because it's located right next to a four-story hotel.

AVERY: Yeah.

MAYOR RODRIGUEZ: So this corner is pretty critical. And so for our residents to have access to the services that are going to be rendered there. You know, we're talking

about a long-term solution for financial services.

AVERY: Yeah.

MAYOR RODRIGUEZ: I want to thank Ben. I don't know who Ben is, but you guys both brought him up.

AVERY: So Ben Grayson is the COO for TruGrocer and a good guy.

MAYOR RODRIGUEZ: If you guys can, please tell him I said hi. I'd appreciate that.

AVERY: Will do. Yeah, he'll like that.

MAYOR RODRIGUEZ: Any other comments? Clorinda? Oh, we have a comment.

Ma'am, you have three minutes. Yes.

UNIDENTIFIED SPEAKER: Is the overhang far enough out to shade the doors from the 118-degree temperature we get in the summer?

AVERY: So the door -- the doors are pushed back and should be shaded. And then we have the additional overhang above. But yeah, they do get very hot. Yeah. Don't want people to burn their hands.

MAYOR RODRIGUEZ: So the back of it's going to be a retention basin, right?

AVERY: Yeah.

MAYOR RODRIGUEZ: It'll be open to develop something on that retention basin? Like a surface dog park?

AVERY: I would have to run that by Ben, I think they would they would like to do something else with that land, but the need to deal with the storm water is critical.

MAYOR RODRIGUEZ: If the City is going to be dealing with the storm water, then they really can't do too much to it.

AVERY: No. It could be like a park like use, though.

MAYOR RODRIGUEZ: Like a dog park. Yes. City Manager?

MEDRANO: I mean, a dog park -- thank you, Mr. Mayor, members of Council -- a dog park would activate what would otherwise be empty land that collects water that never occurs in our state -- or city. It's a requirement. They have to do it. It's not the design issue. It's a choice to either go underground or keep it on the surface. In the event that we land, for example, a sit-down breakfast place, we can always look at undergrounding

at that time, and the City can help participate depending on the circumstances, but.

MAYOR RODRIGUEZ: Definitely other solutions.

AVERY: Yeah.

MAYOR RODRIGUEZ: But I'm thinking we have those small homes that we just put in, actually, on both sides of Van Buren now. And some of those folks are going to be dog owners. How cool would it be to just be able to go out and walk your dog --

AVERY: Yeah.

MAYOR RODRIGUEZ: -- i.e., pick up after them too, and enjoy that green space if it was there.

AVERY: I'll bring that up with them. I know that we have to do landscaping, so I don't know that it's been -- I don't know that it hasn't necessarily -- something to define the direction yet.

MAYOR RODRIGUEZ: Grass is great landscaping.

AVERY: Huh?

MAYOR RODRIGUEZ: Grass is awesome landscaping for dogs.

AVERY: It is.

MAYOR RODRIGUEZ: And humans.

AVERY: It is. but it doesn't -- they -- around here, you've got to keep watering it, so.

MEDRANO: And sir, one last thing, if I could, Mr. Mayor, members of Council -- much like our partnership with the elementary school, at the place, the City could maintain it, so that the landowner wouldn't have to worry about it, because as long as it has public access. Something to think about.

AVERY: Yes, definitely. I'll mention that to Ben when I bring --

MAYOR RODRIGUEZ: Is Ben a dog owner? We can get him a dog.

AVERY: He's an outdoor kind of guy, so I wouldn't put it past him to have some dogs.

MAYOR RODRIGUEZ: We can get him a dog. My neighbor just bought one, so. We won't get into the details, but outside of that, any questions or comments?

ERIVES: I like the dog park.

MAYOR RODRIGUEZ: Any questions or comments on this end?

ERIVES: I like the dog park.

CHAVIRA: I like the dog park idea.

DAVIS: I like the dog park as well.

MAYOR RODRIGUEZ: A lot of dog lovers, you see. It's working. While you're at it, throw some trees in there too, so we can get some shade.

AVERY: Oh, yes.

DAVIS: I'm not even a pet person and I like the dog park idea.

CHAVIRA: I'm with you, Jimmy.

MAYOR RODRIGUEZ: Yeah. So with that, is there anything else you'd like to add this evening?

AVERY: No.

MAYOR RODRIGUEZ: Jason? Okay. Well, with that I will close this public hearing, and I will -- there are eight recommended stipulations provided by the Development Services Department. So for those that would like to make a favor for or against, please include the eight stipulations as we move forward with this. Do I have a motion? Vice Mayor Davis makes a motion to approve with?

DAVIS: Motion to approve with eight recommended stipulations.

MAYOR RODRIGUEZ: Okay. Are you all okay with the eight stipulations?

AVERY: Yes.

MAYOR RODRIGUEZ: Okay. Do I have a second? We have a second, Clorinda Erives. So -- with the eight stipulations as well? Awesome. All right. We have a first. We have a second. All in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed, bark? All right. No barks. All right. We're good. Passed unanimously. Thank you very much for your time.

And lo and behold, that would be. Yeah. It's going to be awesome. Lo and behold, we're going to have another public hearing soliciting comments, permission parties in reference to establishing a new facility rental fee for the City of Tolleson. So I'll open that up now. I will now open up the public hearing and turn this over to Deputy City

Manager Wendy Jackson.

JACKSON: Hello. Good evening, Mr. Mayor and members of Council. We had a collective team together to push this initiative forward for you, which is renting our room spaces here throughout the city. And I do have a couple of slides.

So as a team, they met and they did an analysis based on what the going room rentals are within the West Valley. And their primary -- to put these prices together, they looked at pricing analysis with neighboring cities. They looked at cost recovery in terms of keeping it up with the staffing. And they also looked at community accessibility. They wanted to make sure it was affordable for our community. So when you see \$0.03 per square foot for residents, \$0.05 per square foot for non-residents and businesses, I'm going to show you what that really means, because it does, like -- \$0.03, \$0.05. How much is that really?

On the next slide -- I think I have the clicker right here. I'm not sure. On the next slide, we have here what the square footages are. And this was all in the packet. So it displays that there for you, and what our occupancy is for each of our spaces.

And on the additional slide here, to put it into real terms, for our city residents, if they wanted to, for instance, rent out the Lantana, it will be about \$45 per hour, a minimum \$2 (sic) requirement. And that's not including staffing. So we would be -- the Latana room is the front north-facing room over here in the senior center. That's just as an example.

For non-profits, we do have a fee for that. And those fees are broken down based on each of our spaces. For non-residents, we do have a fee for that, which is a little more in cost because they're not a resident. We have a price structure for our commercial organizations, and then governmental entities would be able to reserve our spaces without any cost, and most cities do that. And so when the group met, they ensured that they benchmarked with other cities. And I'll show you what cities that they looked at. I got to go backwards, I think.

MAYOR RODRIGUEZ: If another agency wants to have a meeting here, they still got to come in and talk to staff --

JACKSON: Do the process. Yes. And they did develop a policy for this. So it will be accessible for the public to view on -- what the process is to rent our spaces. And it's very reasonable. And then every division will have a designated liaison to ensure that the spacing is rented using our guidelines. So depending on what they're renting our space for, they may need to show certificate of insurance. So there are stipulations that that go with it. But we do have a set policy plan to ensure that it would meet standards.

MAYOR RODRIGUEZ: Back to the pricing one?

JACKSON: Next one. This one?

MAYOR RODRIGUEZ: So for example, the big room, the human services multi-purpose room. We're talking \$65 an hour. So if you want to have, like a baby shower or something like that, you want to get it for two hours, I think that's reasonable. I mean, the human services one is smaller, but I like the flooring in there.

JACKSON: Yes. So I'm just keeping in mind, Mr. Mayor and members of the Council, when we do have events, it will be after our business hours, of course. So once the senior programing concludes, then they could rent the spaces. And then there is a minimum two-hour staffing fee, which is currently \$30 an hour. And we will be looking at making an adjustment to that as we go along with the program.

MAYOR RODRIGUEZ: Just a little bit on the fire and police community rooms, conference room?

JACKSON: Yes, the fire and police community rooms will remain at no charge to the public as long as they in advance request the space.

MAYOR RODRIGUEZ: Even if they don't have the money and they just want to get together to -- literally wants to get together and talk or whatever, there's still some free space.

JACKSON: Yes.

MAYOR RODRIGUEZ: I've been to both the fire and the police conference rooms. They're pretty good-sized room.

JACKSON: Yes. And we will have on our website exactly what the occupancy load is for each room. So if they wanted to just compare and see which room would serve them

best, they can look at that.

And that's all I have for this.

MAYOR RODRIGUEZ: It was -- wasn't there a sheet with you compared it to other cities?

JACKSON: Yes. There were -- I think it might be not -- may not be in here. Oh there it is I got it. Sorry. So this is our comparison. And what they did is, they did like an average between the, the cities. They looked at Goodyear, Buckeye, and Avondale, and Glendale. And if you can see Goodyear, their library room, which is a very large square footage room. They're doing it for \$0.03 per square foot for residents, \$0.06 for non-residents, and for organizations \$0.08. So we just did an average between those.

MAYOR RODRIGUEZ: So for most of our facilities, we're at the lowest rate or below other cities.

JACKSON: Well we might be a little bit higher than Avondale on one room, but yes.

MAYOR RODRIGUEZ: So it's a good price point for our residents.

JACKSON: Yes.

MAYOR RODRIGUEZ: Awesome.

JACKSON: I'm done.

MAYOR RODRIGUEZ: Okay. Well, thank you for the presentation, Wendy. I'm going to turn it over to Council for some questions. Don't go too far. We have a question from Council member Erives.

ERIVES: I'm not sure if you showed on your slides, Ms. Jackson, but what about tables and chairs? Is that part of the facility rental as well?

JACKSON: They would be able to use the tables and chairs that we have in the rooms. They will be responsible for arranging it the way they would like, and making sure that the room is clean at the end of their event. The only fee that is not included in this, which we will do a reposting for, is the AV fees. So if they would like to utilize our IT staff to set up AV, we will have pricing for that. And that will be set at \$40 per hour to use projector and screen.

MAYOR RODRIGUEZ: Rock and roll.

ERIVES: Mayor had mentioned a baby shower. So something like that. I've rented the

space. I've got tables and chairs. Am I able to bring food, beverages, items, cake, ice cream, all those kinds of things?

JACKSON: You can. In our SOP that we have developed, you can bring in food. We would prefer it to be purchased from, let's say, a caterer or a store. They have to maintain some type of standards from the County. No alcohol, non-alcoholic beverages at this time.

ERIVES: No alcohol. Okay.

MAYOR RODRIGUEZ: That's why I brought up my comment about the flooring. Most of the rooms that are mentioned up there have this terracotta kind of flooring where if you spill something, you just mop it up, versus a carpet room.

JACKSON: And in terms of the grass that's out front, we are still developing something around that. So when we bring forth the AV fees, the staff fees, we will have something included for that. So initially for the first few months, we probably won't have that ready to go. But we're still working on developing that.

ERIVES: Yeah. Is there like another is there like a deposit that someone has to leave? I think you mentioned something about an insurance?

JACKSON: Depending on the type of meeting that they're going to have, like for a baby shower, if you're not having any like DJ coming in, then you wouldn't need to surrender that. But -- furnish that. But yes, there is a fee. There's going to be a 50% deposit that is required. And then upon turning the room space back over to the City intact, then you get the deposit back.

ERIVES: Perfect, perfect.

DAVIS: You're not requiring any type of event insurance in general?

JACKSON: If they're having an event where they would have a third party coming in like a DJ, yes, the DJ would have to --

DAVIS: Have their own insurance. But there's also like event insurance that's separate from the DJ insurance. They don't have to get that?

JACKSON: Well, for the room rentals, we're not requiring it. It's only for if you're using a third-party vendor. Now if it's something for the parks, that would be separate. And

that's under Randy. And I would think that they would need to have insurance.

MAYOR RODRIGUEZ: But we would take it occasion by occasion, right? I mean, based on the special activities request or whatever form they submit describing what they're going to do, if it looks like it needs to be elevated, then obviously we would require some other form.

JACKSON: Absolutely.

MERDONA: And yes, Mayor, members of the Council. Absolutely. If it's a big event and we're bringing in people from the public, if it's not a closed meeting or a party where it's a private party and it's open to the public, yes, we will ask for that event insurance.

DAVIS: Guess I'm going to have to stick to PIR.

MAYOR RODRIGUEZ: Councilwoman?

LABORIN: Where does the senior center come in on that list that you put there?

JACKSON: For pricing per hour?

MAYOR RODRIGUEZ: \$65 an hour, I think.

JACKSON: I believe it was \$65.

DAVIS: It's only rented outside of operating hours, so it won't be during the senior operating hours.

JACKSON: \$65 per hour for a resident. Non-resident is \$90 per hour. Commercial is \$90 per hour. And no charge for governmental entity. And non-profit is \$65 an hour. Minimum two hours requirement.

MAYOR RODRIGUEZ: Questions? Another one. No, that's all right. That's what we're here for.

ERIVES: So I'm going to have a baby shower for somebody. How do I reserve the room? Can I go online to reserve it? Am I going through Parks and Recs, or what's the process?

JACKSON: So we're working with Public Affairs Department on how we are going to communicate that out to the public. Every site has their own mechanism in terms of how they would reserve, and our policy, and what we're going to communicate is if you're trying to reserve for let's say, the Human Services department, there's a phone number there for them to call. Library will have their own phone number, and they also

have their own website and portal where you can make those reservations. And Parks and Rec already has a portal and a process for reserving the park, so it will be the same way, but it'll just be for their rooms.

ERIVES: Full out.

JACKSON: Although this goes in effect in thirty days, we do need a little bit of ramp-up time, so we will definitely keep you posted in terms of exactly when we will be ready to launch this great initiative.

ERIVES: 2025.

JACKSON: Yes. 2025, first quarter. Yeah. God willing. Oh, I jinxed it now. God willing.

MAYOR RODRIGUEZ: Large umbrella.

JACKSON: Thank you.

MAYOR RODRIGUEZ: It is. It really is. Okay. Well, I don't see no other questions. This is a public hearing, so I'll turn it over to the public. Anybody have any comments or questions? Concerns. Anything else? No? Nobody.? All right. Well, in that case, I will close this public hearing. Thank you, Wendy.

Council action is to adopt or deny Resolution No. 2590 of the Mayor and City Council of the City of Tolleson, Arizona, establishing new facility rental fees for City facilities. I will entertain a motion to either approve or deny. We have a motion from Councilmember Davis, and we have a second from Council Member Laborin. All those in favor of approving, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? All right. Motion passes unanimously. Good news. The public built this facility, and now they will have access to it to have events for the community and be more inclusive, as we always have. And this is a good thing. And it's going to be at a price point that people in our community should be able to afford. Thank you guys for all your hard work. And thank the committee for putting the numbers together. I don't know how big the committee was, so I'm not going to ask who was on it.

JACKSON: Once Mandy, our library director, she came on board, she was eager to get

her rooms rented, and she brought it forth to the committee, and then we all got together. It was Randy, Mandy, Santiago, Pilar (phonetic). They worked on the room rates, and then I came behind them and asked them how I can assist, to try to bring the policy forward to you all. So it was just a group of us together.

MAYOR RODRIGUEZ: That does raise a question. The library rooms, the study rooms in the back? Are those still free of charge?

CARRICO: All the study rooms are free of charge. And actually, the library multi-purpose room is free to residents, non-profits and non-residents, only charging commercial.

MAYOR RODRIGUEZ: Awesome. Great news. News gets even better.

JACKSON: However, after work hours, if I can add -- if it's after business hours, then the after-business hours --

CARRICO: After business hours we have to charge because of the dedicated staff that need to be there.

MAYOR RODRIGUEZ: Understood. Yeah. And no, I'm just talking about if a student wants to come to the library during the library hours, or a group of students. All right. Now we come to the favorite part of my agenda, which is basically consent agenda action items, because we knock out nine birds with one stone. So I will entertain a motion to approve the consent agenda action items. I have a motion from Councilwoman Laborin. Do you have any questions? I have a second from Councilmember Chavira. Is there any question on the consent agenda action items? Not seeing any. I will call for a vote.

All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? All right. The consent agenda action item has been approved. We are going to move on now to regular agenda action items.

Approve or deny the Professional Services Agreement between the City of Tolleson and Kimley-Horn and Associates, Inc. for contracting services relating to the Van Buren at 96th Ave. Pedestrian Bridge Design, and authorize the City Manager to execute and

deliver said Agreement. The City shall pay the Contractor an amount not to exceed \$1,000,000 for the services. This Agreement shall remain in full force and effect for one year and may be renewed for up to four successive one-year terms. Development Services Director?

EARP: Thank you, Mayor, Vice Mayor, members of the Council. There's not much to -- this is the bridge that's next to the high school. So we've been working with the high school on where it's going to go and that kind of thing. So now we're having Kimley-Horn design it for us.

MAYOR RODRIGUEZ: Yeah. This is a -- I think this is a big one. I mean, traffic in the morning is ridiculous. In the evening is even worse, because all the kids are trying to cross, all the parents are dropping them off either on -- next to what's that restaurant? A Sonic's, in that plaza? Or they're trying to get to the side. This is a lot safer. It'll take the kids through the top. Traffic flow will continue as normal. So I'm glad to see that this is finally going to the design stage. So that's all I'm going to say about that. I will open it to Council for comments. Questions? Any special requests of what the bridge is supposed to look like? Maroon and gold?

UNIDENTIFIED SPEAKER: Do you have a copy --

MAYOR RODRIGUEZ: It's not a public -- it's not a public hearing. Sorry.

CHAVIRA: Oh, I have a question. So will it be an open bridge that will go across Van Buren?

EARP: Yes. As of now, yes. With the elevator for the disabled.

CHAVIRA: Oh, wow. Okay.

MAYOR RODRIGUEZ: I suggest that they put gates on it, so at a certain time, we can close it, and nobody's hiding in there or whatever, that kind of stuff. But that's what the design firm is for. I mean, they've been doing bridges and I'm assuming this organization has some history in that, so.

EARP: That is correct, Mayor. And then once we get a design like anything else, we'll bring it for Council to view and then make comment. And then if we need to make any changes, we'll make those changes.

MAYOR RODRIGUEZ: This is one of two bridges that we would like to install sometime in the near future.

EARP: That is correct. The other one will be right here on 91st Avenue next to City Hall.

DAVIS: Definitely need to have some type of artwork on them. I don't want to see some ugly cement structure in the sky. Thanks in advance.

PIERCE: We'll cross that bridge when we come to it.

ERIVES: Oh, we've been waiting for that sentence. Oh my gosh.

MAYOR RODRIGUEZ: Did we vote already?

DAVIS: No.

MAYOR RODRIGUEZ: Okay. I will entertain a motion.

LABORIN: I have a question.

MAYOR RODRIGUEZ: We have a question.

LABORIN: Jason, is this going to be a tunnel type of a bridge with -- for nobody to try to climb the fence and go off?

EARP: Oh, yeah. We'll have all the safety requirements there to discourage anyone to, to try to do anything of that nature, yes. And again once we get the design we'll bring it to Council just to take a look at it. If you have any concerns or comments, we'll address those at that time. .

MAYOR RODRIGUEZ: Yeah, this is very early on in the process. They're just going to design it, and then they're going to bring it to us. And then we give them some feedback, and they'll redesign it and get it to where we want it.

LABORIN: (indiscernible) cross over there, what is it, 77th Avenue? 87th Avenue? No, on that side of 83rd Avenue, where you can come off the 10 and go up where the people park?

EARP: Oh, the parking structure on 79th.

LABORIN: 79th.

MAYOR RODRIGUEZ: No, this will be for pedestrians. It'll be for humans just to be able to cross. I love the idea of the of the of the ADA because of the elevators. Because if we don't, the ADA ramps are going to have to be like half a mile just to get them up there.

EARP: Correct.

MAYOR RODRIGUEZ: And the perfect example on 35th Avenue and --

EARP: McDowell.

MAYOR RODRIGUEZ: McDowell.

DAVIS: Oh, that's a monstrosity.

MAYOR RODRIGUEZ: If you ever look at that bridge, it is huge. And the biggest reason is because they don't want elevators. So they had to put ramps on them. And it's just -- it's ridiculous. So anyways, I'm looking forward to a really good design. But before we can do any of that, I need a motion to approve.

I have a motion from Councilwoman Erives. We have a second from Vice Mayor Davis.

All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Motion passes. All right, we're getting a bridge design.

All right. Where did we leave off? Okay. Here we go.

Number 2, adopt/deny Ordinance No. 614 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, extending and increasing the corporate limits of the City of Tolleson, Maricopa County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes and Amendments thereto, by annexing all the land up to the Estrella Mountain. I'm just kidding. By annexing thereto certain territory contiguous to the existing City limits of the City of Tolleson: 91st Avenue, north of MC 85.

Jason, give us some background.

EARP: Thank you. Mayor, Vice Mayor, members of Council. So as you know, for the last several years, the County has been redoing MC 85 or Buckeye Road, and then all the easements and right of way, Phoenix has been annexing because they're going to take over that roadway when it's done. But they also -- the County owned north about 660 ft north, and it was still in the county's name, so it only makes sense that we annex our right of way and easement. So we'll have access without having to go through another

agency.

MAYOR RODRIGUEZ: All right. Pretty straightforward. We're going to take out a little strip of land. So I will entertain a motion to approve.

LABORIN: Approve.

MAYOR RODRIGUEZ: We have a motion from Councilwoman Laborin. Second by Vice Mayor Davis. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Motion passes unanimously.

EARP: Thank you, Mayor.

MAYOR RODRIGUEZ: Thank you, Jason. I think we're going to move on to item number 3, which is to Appoint Elected Official as Board Member of the Tolleson Public Safety Personnel Retirement System Board to serve from January 1st, 2025 until January 1st, 2027. I'm going to turn it over to Wendy.

And just for the general public, we have two boards. We have one for police, we have one for fire. And there are opportunities to volunteer. And we do announce them when those opportunities come up. But. Wendy.

JACKSON: Yes. Thank you, Mr. Mayor and members of Council. The term for Councilwoman Clorinda Erives is ending. And we would need to know as the board, as the board secretary representation, who you would like to appoint to do another two-year term. She can continue on if she's interested, or if you want to discuss and dialog, if someone else on the Council would like to take the helm of our retirement boards.

MAYOR RODRIGUEZ: Clorinda?

ERIVES: Thank you, Mayor. I just wanted to offer this opportunity -- do you like how I said that, opportunity -- because I learned so much from being on the fire and police board. It was amazing; when I came on Council and took on this role, I didn't know all the ins and outs of how to conduct a meeting. All the steps that go with. Through the guidance of Ms. Jackson and Michelle Smythe. She was just instrumental in, you do this, this is what you do next, this is how this flows, these are the order in which this happens. It was a wonderful learning opportunity. And so this is why I would like to

extend this opportunity to another Councilmember, so they can have that same experience. The experience is valuable, because when I took on the role as chairperson for CDAC, it was like, oh, I don't know if I can do this, but I went back on the background with fire and police board and I was like, yeah, this is something that I can do. And it just so happened on my first CDAC meeting, I was vice chair at that time, chair was absent, and I had to conduct the meeting and I was like, oh my gosh, I -- and then I just took a deep breath and I was like, okay, what do we do with fire and police? We have an agenda. We just go through the steps. I didn't need a script or anything, because I was able to do, and rely on the expertise of, of my practice. Right. So this is where I say police and fire is a wonderful opportunity for someone who would like to step in and enroll and still have wonderful staff that can support. Offering that opportunity.

MAYOR RODRIGUEZ: I will add, I used to be on the Planning and Zoning Commission before I was on Council, and then when I got on Council, I took this board on and I think I served like two or three terms. And so it was good training.

So if anybody would like to be nominated or if anybody would like to nominate themselves, I'm here as long as you guys want me to, because we need somebody from the Council to lead that. Yes. Councilmember?

LABORIN: I nominate Christine Chavira.

MAYOR RODRIGUEZ: So we have a nomination for Christine Chavira.

I don't know. No, I'm just kidding. Would you be interested in doing it?

CHAVIRA: I am, Mayor, yes.

MAYOR RODRIGUEZ: Okay.

DAVIS: I'll second.

MAYOR RODRIGUEZ: We have a second by Vice Mayor Davis. And just to be clear, most, if not all the meetings are in the evening, right?

JACKSON: All of the meetings are in the evening at 5 p.m. We have a standing meeting the first Wednesday of each month, but we cancel if we have nothing on the agenda. So we've canceled December and January's meeting.

MAYOR RODRIGUEZ: You're off to a good start. You've got two months off already.

CHAVIRA: Sounds pretty good.

MAYOR RODRIGUEZ: All right. Well, all those in favor of assigning Christina Chavira to the public safety boards, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Congratulations. You are our new board. I guess president would be -- yeah, the chair. So you'll be working with both of our chiefs, and I look forward to it. Good job. Awesome.

MAYOR RODRIGUEZ: I also want to take some time to thank Councilwoman Erives. She has served in this capacity for how long? Like four years now, which is, like two terms. So thank you very much for all your efforts. And let's give her a round of applause for her work.

Keep moving forward. So with that, there's no work studies today, no presentations. Good. We're going to want the Mayor and City Manager report on current events for discussion. I will turn it over to community.

But before I do, I do want to acknowledge staff's efforts because we walk in one day and there's a Christmas tree. And you walk in, you walk in the thing, and there's this big old wreath in the middle of the breezeway there. And then you come into Council office and we have garland? Is that what it's called? Doesn't happen by accident. Somebody put the deers (sic) up there. I know it wasn't Reyes. And the Santa Claus. The wreath. And then we have a nice big star over at the plaza, or what we call the place.

ERIVES: Place.

MAYOR RODRIGUEZ: And so staff went out of their way to pick some really iconic -- I think we have some more stuff out here too -- some really iconic locations for the holidays, for people from Tolleson or around Tolleson to just stop, take a family picture, come up with their Christmas card. And that takes effort, takes time, and it takes somebody who cares. So I want to thank staff for going out of their way to make sure that we have some of those iconic stuff. If you want a picture on a sled, you don't got to go to the North Pole. You just got to go right outside here, right next to our big tree. So that's going to be awesome. But with that, thank you staff for doing that. It means a

lot. It shows how much you care. With that I'm going to turn it over to Randy Babchuk.

BABCHUK: Thank you, Mayor and members of the Council. We have two exciting events coming up. The first one is this Thursday. We have our tree lighting event here at our civic center. 4:30 to 6:30 for the residents. We'll have Santa and the Grinch, and some arts and crafts done by our Tolleson Teen Council. And then I'm excited to announce that we have our Luces de Navidad event this weekend, December 14th and 15th. On Saturday and Sunday. The event starts at 1 p.m. on Saturday. Reality Band will kick it off with Conjunto Ambicion and La Cuarenta y Cinco closing out the night. We will have our light parade starting at 7:00, traveling down Van Buren Street from 96th Avenue to 92nd Avenue. We'll also have free carnival rides for residents and kids, and creative arts and crafts provided by Tolleson Library and Teen Council. Sunday, we move over to -- starts at 1:00 again. We have mariachi, a mariachi band. And closing out the night is Las Calakas with a Show N' Shine Car Show starting at 1:00 to 4:00, where we'll be giving out some awards, best paint, Mayor's choice, viewers' choice, best interior, best wheels, and best bike. So hopefully we can see you guys all out there. And we're excited to bring this back this year.

MAYOR RODRIGUEZ: Awesome. That's all really, really good news. And we start this Thursday. And I've been told that we've been practicing on the push the button and the lights turn on. Right? I know last year we had a minor issue with that. But this year, we'll be ready to go, and it'll be awesome. I do want to thank the lowrider community now that I can, the Show N' Shine, actually -- there's a membership. Not a membership, but a fee to participate. The money goes to support the auto shop classes at the Tolleson High School. Great partnership that's been going on for a while. Look forward to being a judge again. And of course, great entertainment, great food, and just overall great work by our staff. And it will manifest itself again on a great time for all of our residents to come out and enjoy like in years past. And we'll have a booth. I mean, not a booth, but a trailer ready to go for the parade. We could all jump on.

BABCHUK: Have you guys meet at the stage no later than 6:30, so we can get you guys over there.

MAYOR RODRIGUEZ: Awesome. Okay. Any other comments or. No? Nobody else?

CHAVIRA: Yeah. Randy, who chooses the music for the events?

BABCHUK: We have a committee made up of different staff members from different departments, and we're open opened up to some suggestions. We've also looked to a third-party to help us get some of those bigger acts from Texas and California as well.

CHAVIRA: Good job. I like the music. Shout out to the Primo (phonetic). Reality's going to play. Yay.

BABCHUK: Yeah.

DAVIS: I have to say, I noticed that there's been some younger -- how do I word this in the nicest way -- some younger acts.

BABCHUK: Yeah. And I think that's some of the reaction from the community, they've wanted to see some of the younger acts. And we understand that times are changing, and the torch is being passed. So we've really listened to the community and residents.

DAVIS: Diversity in selections. There we go. That's the politically correct way to say that. But Las Calakas, I can't even say their name, but they are awesome.

BABCHUK: They are. One of the members -- a couple of the members are from, went to Tolleson High School.

MAYOR RODRIGUEZ: Yeah, that explains it. That explains it.

BABCHUK: They were from a band beginning Fayuca and then they kind of veered off and now they're Las Calakas, so.

MAYOR RODRIGUEZ: Awesome. All right. Reyes, again, any other, anything else? Anybody have a birthday? All right. Well, with that, I'm going to let everybody out of here, wish everybody a happy holiday. If I don't see you guys again to the New Year, have a joyous Christmas, a wonderful new year. And eat as much as you can, because you remember, January 1st or January 2nd, the diet starts. Not for me, but for people that are into that house stuff.

So I will entertain a motion to adjourn. We have a motion to adjourn. Do we have a second?

CHAVIRA: Second.

MAYOR RODRIGUEZ: We have a second from Christine. We have a first from Clorinda. We have a second from Christine. All those in favor as to adjourn. Please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: Aye. All those opposed? All right. We are officially adjourned. Thank you everybody.

APPROVED:

\_\_\_\_\_  
JUAN F. RODRIGUEZ, MAYOR

ATTEST:

\_\_\_\_\_  
CRYSTAL ZAMORA, CITY CLERK

#### CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE CITY OF TOLLESON, ARIZONA, HELD ON DECEMBER 10, 2024. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

\_\_\_\_\_  
CRYSTAL ZAMORA, CITY CLERK



## CITY COUNCIL REPORT

**SUBJECT:** Claims and Bills Report for the period of December 4, 2024 to January 7, 2025

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Kevin Artz, Chief Financial Officer

**REVIEWED:** Reyes Medrano Jr., City Manager

**PURPOSE:**

The Finance Department is requesting the approval of Claims and Bills Report for the period of December 4, 2024 to January 7, 2025.

**BACKGROUND:**

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

**DISCUSSION:**

The Claims and Bills Report includes vendor payments between \$10,000 to \$50,000, as well as payments over \$50,000, for the period noted above.

**BUDGET IMPACT:**

This item has no additional budget impact.

**RECOMMENDATION:**

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

**ATTACHMENTS:**

None

# City of Tolleson

## Checks Recorded

Check Dates: December 4, 2024 to January 7, 2025

### PAYMENTS OVER \$50,000

| CHECK NUMBER | CHECK DATE | VENDOR NAME                            | AMOUNT     |
|--------------|------------|----------------------------------------|------------|
| 183027       | 12/12/2024 | PIERCE COLEMAN PLLC                    | 148,500.00 |
| 183068       | 12/19/2024 | AZ MUNICIPAL RISK RETENTION POOL P & C | 131,879.13 |
| 182959       | 12/10/2024 | PEORIA FORD                            | 95,332.43  |
| 182962       | 12/10/2024 | PEORIA FORD                            | 95,332.43  |
| 182958       | 12/10/2024 | PEORIA FORD                            | 89,507.70  |
| 183073       | 12/19/2024 | ASR CONSTRUCTION GROUP LLC             | 88,346.31  |
| 182960       | 12/10/2024 | PEORIA FORD                            | 87,456.82  |
| 182961       | 12/10/2024 | PEORIA FORD                            | 87,456.82  |
| 182963       | 12/10/2024 | PEORIA FORD                            | 87,456.82  |
| 183031       | 12/12/2024 | PUREOPS LLC                            | 80,925.14  |
| 182952       | 12/10/2024 | ADAPTIVE ARCHITECTS INC                | 77,785.00  |
| 183127       | 12/19/2024 | SAN TAN AUTO PARTNERS LLC              | 67,668.93  |

# City of Tolleson

## Checks Recorded

Check Dates: December 4, 2024 to January 7, 2025

### PAYMENTS FOR \$10,000 - \$49,999

| CHECK NUMBER | CHECK DATE | VENDOR NAME                            | AMOUNT    |
|--------------|------------|----------------------------------------|-----------|
| 183146       | 12/19/2024 | VEOLIA WTS SOLUTIONS USA, INC.         | 47,382.40 |
| 182978       | 12/12/2024 | SUPERION LLC                           | 47,268.34 |
| 182937       | 12/05/2024 | SAGUARO SUMMIT, LLC                    | 43,012.84 |
| 100167       | 12/20/2024 | AZ PUBLIC SAFETY RETIREMENT, FIRE      | 42,319.02 |
| 100137       | 12/09/2024 | AZ PUBLIC SAFETY RETIREMENT, FIRE      | 41,943.27 |
| 100178       | 01/03/2025 | AZ PUBLIC SAFETY RETIREMENT, FIRE      | 39,083.88 |
| 100172       | 12/20/2024 | KIMLEY-HORN AND ASSOCIATES, INC.       | 34,930.50 |
| 100179       | 01/03/2025 | AZ PUBLIC SAFETY RETIREMENT, POLICE    | 34,667.36 |
| 100168       | 12/20/2024 | AZ PUBLIC SAFETY RETIREMENT, POLICE    | 33,882.96 |
| 100138       | 12/09/2024 | AZ PUBLIC SAFETY RETIREMENT, POLICE    | 33,282.39 |
| 182940       | 12/05/2024 | ECONOLITE CONTROL PRODUCTS, INC.       | 29,161.04 |
| 183068       | 12/19/2024 | AZ MUNICIPAL RISK RETENTION POOL P & C | 27,482.36 |
| 183068       | 12/19/2024 | AZ MUNICIPAL RISK RETENTION POOL P & C | 27,296.85 |
| 182936       | 12/05/2024 | CDW-GOVERNMENT INC                     | 23,224.85 |
| 183067       | 12/19/2024 | ADAPTIVE ARCHITECTS INC                | 21,050.00 |
| 183120       | 12/19/2024 | PIERCE COLEMAN PLLC                    | 20,250.00 |
| 183120       | 12/19/2024 | PIERCE COLEMAN PLLC                    | 20,250.00 |
| 182956       | 12/10/2024 | FACILITEQ AZ LLC                       | 19,998.00 |
| 100180       | 01/03/2025 | DH PACE COMPANY, INC.                  | 19,977.04 |
| 183149       | 12/19/2024 | WACO LLC                               | 19,742.03 |
| 183012       | 12/12/2024 | LYFT, INC.                             | 19,714.32 |
| 182912       | 12/04/2024 | LYFT, INC.                             | 18,256.01 |
| 183077       | 12/19/2024 | BROWN AND CALDWELL                     | 17,923.80 |
| 100163       | 12/17/2024 | KIMLEY-HORN AND ASSOCIATES, INC.       | 17,180.00 |
| 100146       | 12/09/2024 | MATLICK ENTERPRISES INC                | 17,074.79 |
| 182964       | 12/10/2024 | TRANSACT COMMERCIAL FURNISHINGS INC    | 16,619.78 |
| 182926       | 12/04/2024 | VAN LOON INDUSTRIES                    | 15,824.15 |
| 100180       | 01/03/2025 | DH PACE COMPANY, INC.                  | 15,673.36 |
| 100180       | 01/03/2025 | DH PACE COMPANY, INC.                  | 15,673.36 |
| 183151       | 12/19/2024 | WEST TECH LLC                          | 15,550.35 |
| 183117       | 12/19/2024 | Metropolitan Life Insurance            | 15,496.54 |
| 182953       | 12/10/2024 | ANDRUS PROPERTIES INC                  | 15,235.00 |
| 183172       | 01/02/2025 | HILL BROTHERS CHEMICAL CO.             | 13,774.00 |
| 183120       | 12/19/2024 | PIERCE COLEMAN PLLC                    | 13,500.00 |
| 183094       | 12/19/2024 | FERGUSON US HOLDINGS INC               | 12,290.05 |
| 100166       | 12/20/2024 | ARMOR PROTECTION GROUP INC             | 12,000.00 |
| 183192       | 01/02/2025 | VERIZON WIRELESS SERVICES LLC          | 11,474.76 |
| 182902       | 12/04/2024 | CONTAINER CANOPIES LLC                 | 10,765.76 |
| 100133       | 12/05/2024 | CITY OF TOLLESON-MEDICAL               | 10,561.01 |
| 183118       | 12/19/2024 | MOBILE CONCEPTS TECHNOLOGY LLC         | 10,321.94 |
| 182957       | 12/10/2024 | HAYDON BUILDING CORP                   | 10,048.50 |



## CITY COUNCIL REPORT

**SUBJECT:** City of Tolleson Community Grant Program Committee Appointments

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Crystal Zamora, City Clerk

**REVIEWED:** Reyes Medrano Jr., City Manager

**PURPOSE:**

Appoint Council Members Christine Chavira, Linda Laborin and Cruzita Mendoza as members of the Tolleson Community Grant Program Subcommittee to serve from January 14, 2025 until December 8, 2026.

**BACKGROUND:**

The City of Tolleson Community Grant Program provides direct monetary grants to help further nonprofit organizations for projects and activities that provide health and human services which improve the quality of life for Tolleson residents. Nonprofit 501(C) 3 agencies are also eligible to apply. Applications for the 2025 grant cycle will be available starting February 1, 2025, at 8:00 AM.

**DISCUSSION:**

The Tolleson Community Grant Program Subcommittee rotates its membership every two years to ensure balanced representation and fresh perspectives. Vice Mayor Davis, Council Member Erives, and Council Member Gámez have recently completed their terms. The proposed appointments of Council Members Chavira, Laborin, and Mendoza will continue the tradition of dedicated oversight and equitable grant distribution.

**BUDGET IMPACT:**

There is no additional budget impact associated with these appointments.

**RECOMMENDATION:**

Staff recommends that the City Council approve the appointments of Council Members Christine Chavira, Linda Laborin, and Cruzita Mendoza to the Tolleson Community Grant Program Subcommittee for the term of January 14, 2025 through December 8, 2026.

**ATTACHMENTS:**

None



## CITY COUNCIL REPORT

**SUBJECT:** Resolution No. 2593 – State of AZ (ADOT) IGA Intergovernmental Agreement

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Chris Hamilton, City Engineer

**REVIEWED:** Reyes Medrano Jr., City Manager

### **PURPOSE:**

The Development Services Department is requesting the adoption of Resolution No. 2593, approving the Intergovernmental Agreement between the City of Tolleson and the State of Arizona, acting by and through its Department of Transportation (ADOT), for the construction of a pedestrian bridge system over Van Buren Street at 96th Avenue.

### **BACKGROUND:**

The City of Tolleson applied for and received Congressionally Directed Spending funds in the amount of \$3.5 million to build a pedestrian bridge over Van Buren Street at approximately 96th Avenue. It is in the public interest to enhance pedestrian safety and connectivity through the construction of this Project. These funds are federal and will require that all federal guidelines are met. The funds will be sent to ADOT, and ADOT will managed and oversee the construction of the Project due to the funding. As such, the City of Tolleson finds it necessary and beneficial to authorize and execute this Agreement.

### **DISCUSSION:**

The City's role primarily focuses on design preparation, cost sharing, right-of-way compliance, and final maintenance of the Project while ensuring adherence to state and federal requirements. Council has previously approved a contract for design services related to this Project. The purpose of this IGA is to authorize the match funds as well and the Project Development Administration (PDA) cost. These cost are not covered by Federal funds and are required to be paid by the City. ADOT collects a set amount of PDA funds and then tracks the actual costs over the project life. If ADOT fees are less than the collected amount, the difference will be refunded to the City. If the cost are over, an invoice for the overage will be sent. Additionally, if the actual construction bid is above \$3.5 million, the City would be responsible for the over or have to find cost savings measures. Any scope changes are also the responsibility of the City to cover.

### **BUDGET IMPACT:**

The City has received Fiscal Year 2023 Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects funding for this Project, including federal aid in the amount of \$3,500,000 and a City match of \$256,559 as detailed in the Agreement. The City's match can be allocated to construction funding (\$211,559 (5.7%)) plus PDA (\$45,000).

### **RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2593.

**ATTACHMENTS:**

1. Res 2593 State of Arizona-Arizona Department of Transportation Intergovernmental Agreement for Pedestrian Bridge System 01 14 25

## **RESOLUTION NO. 2593**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION (ADOT), FOR THE CONSTRUCTION OF A PEDESTRIAN BRIDGE SYSTEM OVER VAN BUREN STREET AT 96TH AVENUE.**

**WHEREAS**, the City of Tolleson ("City") is empowered pursuant to A.R.S. § 48-572 to enter into agreements for public projects with the State of Arizona and its agencies; and

**WHEREAS**, the State of Arizona, acting through its Department of Transportation ("ADOT"), and the City of Tolleson desire to enter into an Intergovernmental Agreement ("Agreement") pursuant to A.R.S. §§ 11-951 through 11-954 for the construction of a pedestrian bridge system ("Project"); and

**WHEREAS**, the City has received Fiscal Year 2023 Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects funding for this Project, including federal aid in the amount of \$3,500,000 and a City match of \$256,559 as detailed in the Agreement; and

**WHEREAS**, it is in the public interest to enhance pedestrian safety and connectivity through the construction of this Project, and the Mayor and City Council of the City of Tolleson find it necessary and beneficial to authorize and execute this Agreement.

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

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

Section 2. The City authorizes the expenditure of City matching funds in the amount of \$256,559 as required in the Agreement.

Section 3. The Agreement between the City and ADOT relating to the construction of a pedestrian bridge system over Van Buren Street at 96th Avenue is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of January, 2025.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Justin Pierce, City Attorney

**EXHIBIT A**

**TO**

**RESOLUTION NO. 2593**

[Intergovernmental Agreement]

See following pages.

ADOT CAR No.: IGA 24-0009817-I  
AG Contract No.: P0012024001979  
Project Location/Name: Tolleson  
Pedestrian Bridge System  
Type of Work: Construct Pedestrian  
Bridge  
Federal-aid No.: CDS -TOL-0(200)T  
ADOT Project No.: T0619 01D/01C  
TIP/STIP No.: TOL24-240C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: 104117

## **INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TOLLESON

**THIS AGREEMENT** ("Agreement") is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF TOLLESON, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

### **I. RECITALS**

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The City has received funding through the Fiscal Year (FY) 2023 Allocation of Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects (Earmarks) for the work proposed under this Agreement consisting of the construction of a pedestrian bridge with lighting over Van Buren Street at 96<sup>th</sup> Avenue, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$3,756,559, which includes federal aid and the Local Agency's match. The Local Agency will administer the design phase of the Project at their own cost. The State will advertise, bid and award, and administer the construction phase of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and all Exhibits referred to herein and attached are incorporated into this Agreement.

**In consideration of the mutual terms expressed herein, the Parties agree as follows:**

---

## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
  - d. The Project will be completed in accordance with the memorandum dated March 21, 2023 shown in Exhibit B.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
  - b. After this Agreement is executed, and prior to performing or authorizing any work on the Project, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$45,000. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.

- c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.
  - d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$211,559. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
  - e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
  - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
  - g. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
  - h. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$45,000. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.
  - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.
  - d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final

- acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.
- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$211,559, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
  - f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
  - g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
  - h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
  - i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
  - j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **III. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or

possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-

01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Tolleson  
Attn: Reyes Medrano  
9055 W. Van Buren Street  
Tolleson, AZ 85353  
623.936.7111  
[reyes.medrano@tolleson.az.gov](mailto:reyes.medrano@tolleson.az.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Tolleson  
Attn: Chris Hamilton  
9055 W. Van Buren Street  
Tolleson, AZ 85353  
623.471.8628  
[chris.hamilton@tolleson.az.gov](mailto:chris.hamilton@tolleson.az.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

City of Tolleson  
Attn: Perla Silva  
9055 W. Van Buren Street  
Tolleson, AZ 85353  
623.474.4968  
[perla.silva@tolleson.az.gov](mailto:perla.silva@tolleson.az.gov)

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
- 

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**CITY OF TOLLESON**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JUAN RODRIGUEZ**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**CRYSTAL ZAMORA**  
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Tolleson, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

By \_\_\_\_\_ Date \_\_\_\_\_  
**GREG BYERS, PE**  
Deputy Director for Transportation  
State Engineer

This Agreement between public agencies, the State of Arizona and the City of Tolleson, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A****Cost Estimate****T0619 01D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost, non-federal-aid:**

|                             |                  |
|-----------------------------|------------------|
| Local Agency's costs @ 100% | <u>\$ 45,000</u> |
|-----------------------------|------------------|

**Construction:\***

|                             |                |
|-----------------------------|----------------|
| Federal-aid funds @ 94.3%   | \$ 3,500,000   |
| Local Agency's match @ 5.7% | <u>211,559</u> |

|                                |                     |
|--------------------------------|---------------------|
| <b>Subtotal – Construction</b> | <b>\$ 3,711,559</b> |
|--------------------------------|---------------------|

|                                     |                     |
|-------------------------------------|---------------------|
| <b>Estimated TOTAL Project Cost</b> | <b>\$ 3,756,559</b> |
|-------------------------------------|---------------------|

|                                           |                   |
|-------------------------------------------|-------------------|
| <b>Total Estimated Local Agency Funds</b> | <b>\$ 256,559</b> |
|-------------------------------------------|-------------------|

|                            |                     |
|----------------------------|---------------------|
| <b>Total Federal Funds</b> | <b>\$ 3,500,000</b> |
|----------------------------|---------------------|

\* (Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



## CITY COUNCIL REPORT

**SUBJECT:** Replat of Tolleson Landing Subdivision

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Chris Hamilton, City Engineer

**REVIEWED:** Reyes Medrano Jr., City Manager

**PURPOSE:**

Approve Replat of Tolleson Landing as submitted by Maria Grishina with Sunstone Two Tree, on behalf of the owner, STT 99th and Van Buren, LLC, for a final plat located at the southeast corner of Van Buren Street and 99th Avenue in Tolleson, AZ. The site is approximately 7.64 acres and zoned General Commercial (C-2). The APN surrounding the parcel is 101-09-678 and also includes all subdivided lots.

**BACKGROUND:**

Council approved the a final plat for Villas at Tolleson Landing in March 2023. This subdivided a parcel and created all lots for the area. The plat is MCR Book 1726 Page 24.

**DISCUSSION:**

With the original plat, there was an alley between lots that was to be utilized for a walk path. The subdivision was purchased by a new builder and this builder believes that having a larger rear yard is more beneficial than that walking paths. The builder has therefore created the replat as part of their development to increase the lot size and remove the walk paths.

**BUDGET IMPACT:**

This item has no additional budget impact.

**RECOMMENDATION:**

Staff recommends the approval of the Replat for Tolleson Landing.

**ATTACHMENTS:**

1. 01 14 25 Tolleson Landing Combined Plat - SEC of 99th Ave. and Van Buren St.

# REPLAT OF TOLLESON LANDING

AS RECORDED IN BOOK 1726, PAGE 24, MCR, LOCATED IN THE  
NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1  
EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA  
COUNTY, ARIZONA

## DEDICATION

STATE OF ARIZONA

COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS: TWO TREE 99TH AND VAN BUREN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "VILLAS AT TOLLESON LANDING" A PORTION OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS "VILLAS AT TOLLESON LANDING", AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. TWO TREE 99TH AND VAN BUREN, LLC, AS OWNER, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE PROPOSED TRACTS IDENTIFIED FOR PUBLIC USE, IF ANY, AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT TWO TREE 99TH AND VAN BUREN, LLC, HAS SUBDIVIDED UNDER THE NAME "VILLAS AT TOLLESON LANDING", A REPLAT OF LOT 2, OF SEC 99TH AVE & VAN BUREN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA IN BOOK 1590 OF MAPS, PAGE 39, M.C.R., LOCATED IN A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "TWO TREE 99TH AND VAN BUREN", AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, AND THAT EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF, TWO TREE 99TH AND VAN BUREN, LLC, A DELAWARE LIMITED LIABILITY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF TANNER MADDOX, ITS AUTHORIZED OWNERS REPRESENTATIVE THEREUNTO DULY AUTHORIZED THIS 3<sup>rd</sup> DAY OF December, 2024.

*Tanner Maddox*  
OWNER/AUTHORIZED SIGNER

## NOTES

1. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
2. SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF TOLLESON SHALL NOT BE REQUIRED TO REPAIR OR REPLACE ANY OBSTRUCTIONS, PAVING OR VEGETATION THAT BECOMES DAMAGED OR MUST BE REMOVED DURING THE COURSE OF REQUIRED CONSTRUCTION, RECONSTRUCTION, MAINTENANCE OR REPAIR.
3. STRUCTURES AND LANDSCAPING WITHIN A TRIANGLE MEASURED TO FEET INTO THE PROPERTY AND 20 FEET ALONG THE RIGHT-OF-WAY LINE ON EACH SIDE OF THE DRIVEWAYS ENTRANCES WILL BE MAINTAINED AT A MAXIMUM HEIGHT OF 2 FEET.
4. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM WITH ALL APPLICABLE CODES AND ORDINANCES.
5. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE EASEMENT AREAS LOCATED ON THEIR LOT.
6. EACH LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE DRAINAGE FACILITIES LOCATED ON THEIR LOT.
7. AN 18" REBAR WITH U.S. CAP WILL BE SET AT ALL BOUNDARY CORNERS, LOT CORNERS, POINT OF CURVATURE, POINT OF TANGENCY, AND ANGLE POINTS AT COMPLETION OF MASS GRADING.
8. THE CITY OF TOLLESON IS NOT DESIGNATED AS AN ASSURED WATER PROVIDER PURSUANT TO A.R.S. 45-576.
9. NO STRUCTURE OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENT MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
10. THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO THE BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE ADJUTING PROPERTY OWNER.
11. EACH LOT SHALL BE RESPONSIBLE FOR RETAINING THE STORMWATER RUNOFF PER THE CITY OF TOLLESON REQUIREMENTS FOR THEIR 1/2 STREET FRONTS IN ADDITION TO THE LOT ITSELF.
12. ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EXISTING EASEMENT, NO TREES ARE ALLOWED.
13. CITY ACCESS EASEMENTS, IF ANY, SHALL REMAIN UNOBSTRUCTED FOR CITY ACCESS, NO CONSTRUCTION OR PLANTING ARE PERMITTED.

## FLOOD PLAIN DESIGNATION

PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE "X" SHADED DESIGNATION BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT ON FLOOD INSURANCE RATE MAP NO. 04013C2160M WITH A DATE IDENTIFICATION OF SEPTEMBER 18, 2020, COMMUNITY 040055 (CITY OF TOLLESON).

ZONE "X" SHADED IS LABELED AS: 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.

## FLOOD INSURANCE RATE MAP (F.I.R.M.) INFORMATION

| COMMUNITY NUMBER | PANEL NUMBER | SUFFIX | FIRM DATE (INDEX DATE) | FIRM ZONE | BASE FLOOD ELEVATION (IN AD ZONE USE DEPTH) |
|------------------|--------------|--------|------------------------|-----------|---------------------------------------------|
| 04013C           | 2160         | M      | 09/18/20               | X         | N/A                                         |

## LAND SURVEYOR'S CERTIFICATION

- THIS IS TO CERTIFY THAT
1. I AM A LAND SURVEYOR REGISTERED TO PRACTICE IN ARIZONA;
  2. THIS IS A PLAT MADE UNDER MY DIRECTION;
  3. THIS PLAT MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS;
  4. THE SURVEY AND DIVISION OF THE SUBJECT PROPERTY DESCRIBED AND PLATTED HEREON WERE MADE DURING THE MONTH OF JUNE, 2024;
  5. THE SURVEY IS TRUE AND COMPLETE AS SHOWN;
  6. MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET BEFORE RECORDATION;
  7. THEIR POSITION ARE CORRECTLY SHOWN; AND
  8. SAID MONUMENTS ARE SUFFICIENT TO ENABLE SURVEY TO BE RETRACED.
  9. I HEREBY CERTIFY THIS SUBDIVISION CONFORMS TO ALL REGULATIONS AND REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF TOLLESON.

COLIN D. HARVEY  
NAME

REGISTERED LAND SURVEYOR R.L.S.#42017

## RATIFICATION

AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, RECORDED IN THE COUNTY RECORDER'S OFFICE, MARICOPA COUNTY, ARIZONA, IN INSTRUMENT NO. THE UNDERSIGNED HEREBY RATIFIES, APPROVES AND CONFIRMS IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED, THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

## APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF TOLLESON, ARIZONA ON THE DAY OF \_\_\_\_\_, 2024

APPROVED: \_\_\_\_\_ MAYOR DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ CITY CLERK DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ CITY MANAGER DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ CITY ENGINEER DATE: \_\_\_\_\_

## ACKNOWLEDGMENT

California  
Ventura  
> SS

BEFORE THIS 5<sup>th</sup> DAY OF December, 2024, *Tanner Maddox*, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE *Tanner Maddox*, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS AUTHORIZED SIGNATORY EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

*Bethany A. Lopez*  
NOTARY PUBLIC

May 20 2028  
EXPIRES



## SHEET INDEX

1. COVERSHEET
- 2-3. FINAL PLAT
4. DETAILS AND TABLES

## PROJECT DESCRIPTION

A PROPOSED MULTI FAMILY RESIDENTIAL DEVELOPMENT CONSISTING OF 143 TOWNHOUSE UNITS.

TOTAL GROSS ACREAGE = 7.64 AC  
TOTAL NET ACREAGE = 7.64 AC

## SITE DATA

APN: 101-05-978  
EXISTING ZONING: C-2  
NUMBER OF LOTS: 143  
GROSS AREA: 7.64 AC  
NET AREA: 7.64 AC

## LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 9 FROM WHENCE THE WEST QUARTER CORNER BEARS SOUTH 00 DEGREES 05 MINUTES 49 SECONDS WEST, A DISTANCE OF 2643.79 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, SOUTH 00 DEGREES 05 MINUTES 49 SECONDS WEST, A DISTANCE OF 1224.46 FEET;

THENCE DEPARTING SAID LINE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS EAST, A DISTANCE OF 298.43 TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 05 MINUTES 49 SECONDS EAST, A DISTANCE OF 541.40 FEET;

THENCE NORTH 33 DEGREES 36 MINUTES 28 SECONDS EAST, A DISTANCE OF 138.40 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 49 SECONDS EAST, A DISTANCE OF 514.28 FEET TO THE SOUTHERN RIGHT OF WAY LINE OF WEST VAN BUREN STREET, ACCORDING TO A FINAL PLAT ON FILE AT THE OFFICE OF MARICOPA COUNTY, ARIZONA RECORDER, IN BOOK 1590 OF MAPS, PAGE 39;

THENCE ALONG SAID RIGHT OF WAY, NORTH 89 DEGREES 56 MINUTES 20 SECONDS EAST, A DISTANCE OF 243.29 FEET;

THENCE DEPARTING SAID LINE, SOUTH 00 DEGREES 03 MINUTES 40 SECONDS EAST, A DISTANCE OF 1,172.38 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 322.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 332,764 SQUARE FEET OR 7.6392 ACRES, MORE OR LESS.

## BASIS OF BEARING

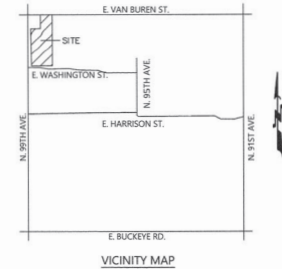
THE WEST LINE OF THE N.W. QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 EAST, G.A.S.R.M. WHICH BEARS NOTED AS SHOWN ON THE FINAL PLAT FOR "SEC 99TH AVE & VAN BUREN", ACCORDING TO BOOK 1590 OF MAPS, PAGE 39, MARICOPA COUNTY RECORDS.

## BENCHMARK

A BRASS CAP ON TOP OF CURB AT SOUTH SIDE OF CURB RETURN STAMPED CITY OF TOLLESON BENCHMARK NO 7 2018 FOUND AT THE SOUTHWEST CORNER OF 99TH AVENUE & VAN BUREN STREET, LOCATED IN SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.  
ELEVATION = 1010.21' (NAVD 88 DATUM)

## TRACT TABLE

| TRACT   | DESCRIPTION OF USE                                                                                                                                                                                                                              |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TRACT A | PRIVATE WATER, PRIVATE SEWER, DRAINAGE, INGRESS/EGRESS, SOLID WASTE, EMERGENCY VEHICLE ACCESS, LANDSCAPE, OPEN SPACE, AMENITIES. TRACT A IS TO BE OWNED AND MAINTAINED BY THE OWNER OF SUCH TRACT, INCLUDING A HOMEOWNER'S ASSOCIATION, IF ANY. |



## APPLICANT

STT 99TH & VAN BUREN, LLC  
2820 TOWNSGATE ROAD, SUITE 207  
WESTLAKE VILLAGE, CA 91361  
TEL: 805-910-0777  
CONTACT: TANNER MADDOX  
EMAIL: TANNER@SUNSTONETREE.COM

## SURVEYOR

HARVEY LAND SURVEYING, INC.  
P.O. BOX 10772  
OASA GRANDE, AZ 85130  
PHONE: (520) 876-4786  
E-MAIL: COLEHARVEY@HARVEYSURVEYING.COM

## OWNER

STT 99TH & VAN BUREN, LLC  
2820 TOWNSGATE ROAD, SUITE 207  
WESTLAKE VILLAGE, CA 91361  
TEL: 805-910-0777  
CONTACT: TANNER MADDOX  
EMAIL: TANNER@SUNSTONETREE.COM

Harvey Land Surveying, Inc.  
461 E. Darmouth Dr.  
Casa Grande, Arizona 85122  
(520) 876-0212

COVER SHEET  
TOLLESON LANDING  
N. VAN BUREN STREET, TOLLESON, ARIZONA

Job No.  
20211080

Scale  
AS SHOWN



Job No.  
20211080

Final Replat

Sheet No.  
1

1 OF 4









## CITY COUNCIL REPORT

**SUBJECT:** Sixth Amendment to Verizon Wireless Lease Agreement

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Kevin Artz, Chief Financial Officer

**REVIEWED:** Reyes Medrano Jr., City Manager

### **PURPOSE:**

To approve the sixth amendment to the lease agreement with Cellco Partnership d/b/a Verizon Wireless for the lease of real property at the City's wastewater treatment plant for the operation of a cell tower.

### **BACKGROUND:**

On December 3, 1980, the city entered into an agreement for an option to lease real property, for the construction of a cell tower site, at property located at the City's wastewater treatment facility. The agreement has been modified on 5 occasions since the original agreement was authorized. The following are the amendments to the original agreement:

- First Amendment, April 27, 1982 - Provided a more specific description of the property.
- Second Amendment, June 9, 1983 - Extension of the option and refinement of the description of the property.
- Third Amendment, March 13, 1984 - Updated the property description.
- Fourth Amendment, April 11, 2001 - Extended the original lease term of 20 years for an additional 25 year to 2029.
- Fifth Amendment, August 6, 2019 - Provided for the installation of 2 new Fiber Routes at the property.

### **DISCUSSION:**

The sixth amendment to the lease agreement provides for financial incentives, extension of the lease terms, lease payment escalators and potential revenue sharing.

A one-time payment of \$15,000 will be provided to the City upon execution of the agreement. The term of the agreement provides for an extension from 2029 until 2064 (seven five-year extensions). The lease payment escalates 15% at each of the seven extensions. The current lease rate is \$26,972 per year and would be \$71,746 by the seventh extension. The agreement also provides for revenue sharing if Verizon sub-leases portion of the tower to other providers.

The City Attorney also updated the provisions for termination, insurance and indemnification to further protect the City.

### **BUDGET IMPACT:**

The lease revenue has been included in the budget.

**RECOMMENDATION:**

Staff recommends Council approve the sixth amendment to the lease agreement with Cellco Partnership d/b/a/ Verizon Wireless.

**ATTACHMENTS:**

1. 01 14 24 Sixth Amendment to Lease Agreement - Cellco.Verizon - American Tower

## THE SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment to Lease Agreement (this “**Amendment**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between **City of Tolleson, Arizona**, a municipality (“**Landlord**”) and **Cellco Partnership d/b/a Verizon Wireless** (“**Tenant**”) (Landlord and Tenant being collectively referred to herein as the “**Parties**”).

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Parent Parcel**”); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated December 3, 1980 (the “**Original Lease**”) as amended by that certain Amended Option Lease Agreement dated April 27, 1982 (the “**First Amendment**”) as amended by that certain Second Amendment to Option-Lease Agreement dated June 9, 1983 (the “**Second Amendment**”) as amended by that certain Third Amendment to Option-Lease Agreement dated March 13, 1984 (the “**Third Amendment**”) as amended by that certain Fourth Amendment to Option-Lease Agreement dated April 11, 2001 (the “**Fourth Amendment**”) as further amended by that certain Fifth Amendment to Option-Lease Agreement dated August 6, 2019 (the “**Fifth Amendment**”) (collectively, the “**Lease**”), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the “**Leased Premises**”), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries (“**American Tower**”), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the “**POA**”) to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease is a Proprietary Act.** This Lease is a proprietary act of Landlord, and Landlord is solely acting in its proprietary capacity in connection with this Lease, which is entirely unrelated to any zoning authority that Landlord may have in connection with this Lease.
2. **One-Time Administrative Fee Payment.** American Tower, on behalf of Tenant, shall pay to Landlord a one-time administrative fee payment in the amount of **fifteen thousand and 00/100 Dollars (\$15,000.00)** (the “**One-Time Payment**”), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant’s receipt of this Amendment executed by Landlord, on or before December 31, 2024; (b) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (c) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord. Such administrative fee is neither Rent nor any offset to Rent or any other monies that may be owed by

ATC Site No: 82475  
PV Code 208 / VzW Contract No: 11752  
Site Name: TOLLESON

Tenant to Landlord and is fully earned by Landlord upon the execution and delivery of this Amendment to Tenant.

3. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on May 1, 1984, and without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an “**Existing Renewal Term**” and, collectively, the “**Existing Renewal Terms**”), the Lease is otherwise scheduled to expire on April 30, 2029. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and if the Tenant is not in breach of the Lease beyond the permitted cure period, as provided in the Default and Right to Cure Section below, at the time of each such New Renewal Term. The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

4. **Rent and Escalation.**

- a. As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease, is equal to **two thousand two hundred forty-seven and 69/100 Dollars (\$2,247.69)** per month (the “**Rent**”). Commencing on May 1, 2029, and on the beginning of each Renewal Term thereafter, Rent due under the Lease, shall increase by an amount equal to **fifteen percent (15%)** of the then current Rent.
- b. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Tolleson**. The Landlord hereby agrees the Rent, the One-Time Administrative Fee Payment and the Collocation Fee (as defined below) described in this Amendment is the only consideration owed to Landlord from Tenant and/or American Tower pursuant to the Lease, as amended, or any other agreements between Landlord and Tenant, or Landlord and American Tower, as the case may be.
- c. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
- d. If Tenant fails to timely pay Rent in full, or any other amount payable to Landlord within thirty (30) days after such amounts are due and unpaid, such amounts due and owing will be subject to a late charge equal to twelve percent (12%) of such unpaid amounts (“**Late Fee**”). The Parties agree that such Late Fee represents a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of late payment by Tenant.

5. **Revenue Share.**

ATC Site No: 82475  
PV Code 208 / VzW Contract No: 11752  
Site Name: TOLLESON

- a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord **ten percent (10%)** of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, the **"Additional Collocator"**) subsequent to the Effective Date (any such amounts, the **"Collocation Fee"**). Within thirty (30) days after Tenant's receipt of Landlord's written request, Tenant shall provide Landlord with a statement showing the number of Additional Collocators installed on the Tower, the rents collected by Tenant from the Additional Collocators, and the Collocation Fee due from Tenant to Landlord. Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant (or American Tower), in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the **"Tower"**), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.
- c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section
- d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the **"Existing Agreements"**); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any

Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

6. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that as of the Effective Date no defaults exist under the Lease. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, installing, modifying, repairing, or replacing improvements within the Leased Premises, as modified by this Amendment, provided Tenant shall require Landlord's consent for subleasing and licensing to additional customers. Tenant and Tenant's sublessees and customers (accompanied by Tenant or its sublessees) shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; ; (vi) so long as Tenant is not in breach of the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises in accordance with the terms of the Lease without hindrance or ejection by any person lawfully claiming under Landlord, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Termination.** This Lease may be terminated as follows:
- a. By either Party on thirty (30) days prior written notice to the other Party, if the other Party remains in default under Section 11 of this Lease past the applicable cure period;

- b. By Tenant upon ninety (90) days prior written notice to Landlord for any reason or no reason, so long as Tenant accompanies such written notice with an Early Termination Fee ("ETF") equal to the lesser of (i) the balance of Rent due for the current five-year Term or (ii) twenty-four (24) months' Rent, at the then current rate.
- c. Notwithstanding Section 8(b), no such ETF will be applicable if termination of this Lease by Tenant is under any of the termination provisions contained in the following:
  - i. Section 9 Interference, solely if breach is by Landlord.
  - ii. Section 10(a) Casualty, solely if the casualty is not caused by or attributable in whole or in part to Tenant;
  - iii. Section 10(b) Condemnation;
  - iv. Section 13 of the Original Lease and Section 7 Landlord Statements, solely if breach is by Landlord to quiet enjoyment;
  - v. Section 15 Environmental if hazard is Landlord's sole responsibility; and
  - vi. Section 17 Relocation.
- d. Conflict of Interest. This Lease is subject to the provisions of A.R.S. § 38-511. The Landlord may cancel this Lease without penalty or further obligations by the Landlord or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the Landlord or any of its departments or agencies is, at any time while this Lease or any extension of this Lease is in effect, an employee of any other party to this Lease in any capacity or a consultant to any other party of this Lease with respect to the subject matter of this Lease.

## **9. Interference.**

- a. Tenant or its sublessees shall not interfere with the radio frequency communications of any of Landlord's existing non-governmental tenants at the Parent Parcel as of the Effective Date and at any time as to any radio frequency communications of Landlord or any other government agency user at the Parent Parcel. After the Effective Date, Landlord shall not install, or permit any third party to install, any non-governmental use equipment or structures that interferes with the radio frequency operations of Tenant or its sublessees, and Tenant or its sublessees shall not install any equipment or structures that interferes with the radio frequency operations of Landlord or any other governmental user at the Parent Parcel.
- b. Any such interference shall be deemed a material breach of this Lease, and the breaching Party shall remove the cause of the interference within forty-eight (48) hours of notice notwithstanding any other cure periods in this Lease.
- c. Each Party shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

## **10. Casualty and Condemnation.**

- a. Casualty. If the Leased Premises is materially damaged or destroyed by casualty not caused or attributable in whole or in part to Tenant, and in Tenant's reasonable determination the area is determined to be unsuitable, Tenant shall be entitled to terminate the Lease by written notice to Landlord as of the date of such casualty with such termination as being treated as the natural expiration of this Lease with no remaining Term.
- b. Condemnation. If the Parent Parcel in whole, or the Parent Parcel in part including the Leased Premises in whole or in part is condemned by a condemning authority, and in Tenant's reasonable determination the Leased Premises are unsuitable for the Tenant, then the Tenant shall be entitled to terminate the Lease as of the date the title vests in the condemning authority with such

termination as being treated as the natural expiration of this Lease with no remaining Term. The Parties will each be entitled to pursue their own separate awards in the condemnation proceeding.

**11. Default and Right to Cure.**

- a. The following will be deemed a default by Tenant and a breach of this Lease:
  - i. Non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or
  - ii. Tenant's failure to perform any other term or condition under this Lease within sixty (60) days after receipt of written notice from Landlord specifying the failure, however, no such breach will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.
- b. The following will be deemed a default by Landlord and a breach of this Lease:
  - i. Landlord's failure to perform any other term or condition under this Lease within sixty (60) days after receipt of written notice from Tenant specifying the failure, however, no such breach will be deemed to exist if Landlord has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

**12. Insurance and Subrogation.**

- a. General. During the Term, Tenant shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy Tenant may maintain. Tenant shall maintain "all risk" property insurance on a replacement cost basis for their respectively owned real or personal property. Failure to maintain insurance as specified herein may result in termination of the Agreement at the Landlord's option.
- b. Subrogation. In the event of an insured loss, Landlord's insurance company shall have a subrogated claim against Tenant.
- c. No Representation of Coverage Adequacy. By requiring insurance herein, the Landlord does not represent that coverage, and limits will be adequate to protect Tenant. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve Tenant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Lease.
- d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the Lease are satisfactorily performed, completed and formally accepted by the Landlord.
- e. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Landlord. The Tenant shall be solely responsible for any such deductible or self-insured retention amount.
- f. Subcontractors. If any work under the Lease is subcontracted, Tenant shall execute written agreement with its subcontractors containing the indemnification and insurance requirements set

forth herein. The Tenant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying requirements.

- g. **Claims Made.** In the event any insurance policies required are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or by purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- h. **Evidence of Insurance.** Prior to commencing any work or services under the Lease, Tenant will provide the Landlord with suitable evidence of insurance in the form of certificates of insurance and, to forward renewal certificates to the Landlord thirty (30) days. All certificates of insurance and declarations shall be identified by referencing the Agreement; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the Agreement or Asset number, as applicable, will be subject to rejection and may be returned or discarded.

**13. Indemnification.** The Parties acknowledge and agree that Sections 8 and 9 of the Original Lease are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment.

- a. Tenant agrees to indemnify, defend, and hold harmless Landlord and each council member, officer, employee or agent therefor from and against any and all third Party administrative or judicial actions or losses, rulings, claims, causes of action, demands, liabilities, damages, costs and expenses including but not limited to reasonable attorneys’ fees and court costs resulting from Tenant’s or sublessees improvement construction, reconstruction, occupancy of the Parent Parcel and/or Leased Premises, use of the Parent Parcel and/or Leased Premises, and removal of Tenant’s or sublessee’s improvements.
- b. Tenant shall not be responsible or liable to Landlord or any third Party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Parent Parcel (collectively, “**Landlord Pre-Existing Violations**”). To the extent Tenant is or may be required to cure such Landlord Pre-Existing Violations in order to obtain any governmental approvals for its permitted uses of the Leased Premises, Tenant shall have the right, but not the obligation, to cure such Landlord Pre-Existing Violations and deduct the actual curative costs from Rent payable under this Lease or terminate this Lease.
- c. Landlord shall not be responsible or liable to Tenant or any third party for any claims, damages, costs, expenses, including liens, fines, penalties, or other enforcement actions, attributable to any violations of applicable laws, codes, ordinances or other regulations relating to Tenant (collectively, “**Tenant Violations**”). To the extent Landlord is or may be required to cure such Tenant Violations, Landlord shall have the right, but not the obligation, to cure such Tenant Violations and charge Tenant the curative costs and/or terminate this Lease.
- d. Tenant’s insurance obligations in this Lease in no way limits Tenant’s liability to Landlord or any third party, nor relieves or modifies Tenant’s liability or obligations to indemnify, defend and hold harmless the Landlord under any other provision this Lease.

**14. Notices.** The Parties acknowledge and agree that Section 16 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this

Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 9555 W. Van Buren St., Tolleson, AZ 85353 with copy to Landlord's Attorney: Tolleson City Attorney, Pierce Coleman PLLC, 17851 N. 85<sup>th</sup> Street, Suite 175, Scottsdale, AZ 85255; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

#### **15. Environmental Laws.**

- a. Landlord and Tenant agree that each will be responsible for their own compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that Party's activity conducted in or on the Leased Premises. Landlord and Tenant each agree that they will not use, generate, store or dispose of any Hazardous Substances on, under, about or within the Leased Premises in violation of any law or regulation. For purposes of this Lease, "Hazardous Substances" means:
  - i. any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons;
  - ii. any substance which is flammable, radioactive, corrosive, or carcinogenic;
  - iii. any substance the presence of which on the Leased Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Leased Premises or adjacent thereto; or
  - iv. any substance the presence of which on the Leased Premises or adjacent thereto requires investigation or remediation under any hazardous substance federal or state law or regulation.
- b. Landlord and Tenant agree to:
  - i. Hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying Party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that Party's breach of its obligations or representations under Section 15(a).
  - ii. Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from

ATC Site No: 82475

PV Code 208 / VzW Contract No: 11752

Site Name: TOLLESON

subsurface or other contamination of the Leased Premises with Hazardous Substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term.

- iii. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any Claims, to the extent arising from Hazardous Substances brought onto the Leased Premises by Tenant.
  - c. The indemnification provisions contained in this Section 15 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Leased Premises conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 15 will survive the expiration or termination of this Lease.
  - d. In the event Tenant becomes aware of any Hazardous Substances on the Parent Parcel, or any environmental, health or safety condition or matter relating to the Parent Parcel, that, in Tenant's reasonable determination, renders the condition of the Leased Premises unusable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Leased Premises would expose Tenant to undue risks of liability to a government agency or other third Party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Landlord.
  - e. If the Leased Premises, in whole or in part, is damaged or destroyed, Landlord will have no obligation to repair, rebuild or replace the damaged or destroyed Leased Premises. If the Leased Premises, in whole or in part, is damaged or destroyed that it materially impairs Tenant's use, and such damage or destruction resulted from a cause not attributable to Tenant or any other person or entity affiliated with Tenant or under Tenant direction or control, Tenant may elect to terminate this Lease within 60 days after such damage or destruction occurs.
- 16. Assignment.** The Parties acknowledge and agree that Section 21 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the assignment provision of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. Tenant may assign this Agreement, in whole or in part, to an Affiliate (as defined below) of Tenant at any time without the prior written consent or approval of Landlord. Tenant shall provide prior notice to the Landlord of such assignment. Any other assignment shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon the payment of any additional consideration. The parties further agree that it shall be unreasonable for Landlord to withhold consent for any assignment to a person or entity with sufficient financial strength to fulfil the obligations on Tenant hereunder. For the purposes of this Agreement, "Affiliate" means any corporation, partnership, limited liability company, or other entity that, directly or indirectly, controls, is controlled by, or is under common control with Tenant or with the parent company or any subsidiaries of Tenant. For purposes of the aforementioned definition, the terms "controls," "controlled by," and "under common control with" mean: (i) the right to direct the management and policies of the applicable entity or entities, whether directly or indirectly, or (ii) the ownership of more than 50% of the stock, partnership, membership, or other equity interests of and in the applicable entity or entities. If any such assignee agrees to assume all of the obligations of Tenant under this Agreement, then Tenant will be relieved of all of its obligations, duties and liabilities hereunder.

**17. Relocation.**

- a. Tenant acknowledges that the Parent Parcel is owned and operated by a government agency for the benefit and enjoyment of the public.
- b. Should Landlord decide to develop or redevelop the Parent Parcel in a manner that requires the relocation of the Leased Premises, the following provisions shall apply:
  - i. Landlord must provide Tenant at least twenty-four (24) months written notice of any such relocation (the "Relocation").
  - ii. Landlord and Tenant shall meet and confer to determine whether there is a suitable location of the same dimensions as the then-current Leased Premises on the Parent Parcel that may be suitable for Tenant's use. The location of the relocated Leased Premises shall be shown in a new, mutually agreeable exhibit to this Lease.
  - iii. Landlord shall be solely responsible for all expenses incurred by Tenant required to accommodate the Relocation.
  - iv. Tenant shall have the right to approve the relocation site, which approval shall not be unreasonably withheld, provided Tenant is able to secure consent from its subtenants to the relocation. Landlord shall notify Tenant and deliver to Tenant a copy of the survey and legal description depicting the new proposed location of the tower and/or Leased Premises. In addition, if requested by Tenant, Landlord shall conduct a Phase 1 environmental survey, at Landlord's expense and using a surveyor approved by Tenant, of the proposed relocation area(s). Tenant however shall have the right to deny approval of any proposed relocation where a Phase 1 environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation or if in Tenant's reasonable determination such alternative location will interfere with Tenant's operations such that the proposed location will lead to signal interference for equipment existing on Tenant's tower as of the date of the requested relocation.
  - v. Landlord shall also obtain any and all necessary jurisdiction, zoning and government approvals for the requested relocation, specifically any regulations as they pertain to wireless telecommunications facilities.
  - vi. In the event Landlord elects to relocate the access and utility easement along with the relocation of the tower and/or Leased Premises, such alternate location shall provide access to the Leased Premises of the same or similar quality and accessibility as exists on the date hereof. Landlord agrees that such relocation will not interrupt Tenant's daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) 24 hours a day 7 days a week.
  - vii. If necessary, in Tenant's reasonable determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "cell on light truck", etc.) in a mutually agreeable location on the Parent Parcel during the Relocation construction activities.
  - viii. If within ninety (90) days after first meeting to confer on the Relocation the Parties cannot agree on a relocation Leased Premises, either Party may terminate

this Lease upon ninety (90) days written notice to the other, with such termination being treated as the natural expiration of the Lease with no remaining Renewal Term.

**18. Bankruptcy.** The Landlord and the Tenant hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease if Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "**Proceeding**") under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "**Code**"), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired Lease of nonresidential real property, and the Rent is and shall be treated for all purposes and considered for all intents as rent under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended or replaced), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended or replaced). Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease after the date of such assignment. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

**19. Taxes.** During the term of the Lease, as amended herein, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

**20. Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of

any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

## 21. Miscellaneous Terms.

- a. **Broker Commissions.** If either Party is represented by any broker or any other leasing agent, that Party is responsible for all commission fees or other payment to the leasing agent.
- b. **Public Record Document.** The Parties acknowledge that this Lease is a public record document subject to disclosure pursuant to A.R.S. § 39-121, et seq.
- c. **Incorporation of Exhibits.** All exhibits referenced in this lease and attached hereto are hereby incorporated herein in their entirety by this reference.
- d. **Entire Agreement.** This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations, and other agreements with respect to the subject matter and Parent Parcel. Any amendments to this Lease must be in writing and executed by both Parties to be effective and enforceable.
- e. **Choice of Laws and Sole Venue.** The Parties acknowledge and agree that Section 15 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, this Lease shall be solely construed in accordance with the laws of the State of Arizona, without regard to the principles of conflicts of law. Sole venue for any action brought by either Party in connection with or arising out of this Lease shall vest in Maricopa County, Arizona in the Maricopa County Superior Court, and the Parties knowing and intentionally waive any rights or claims that would defeat Maricopa County as the sole venue.
- f. **Severability.** If any term or provision in this Lease is found to be void, invalid, or unenforceable, all of the remaining terms of this Lease shall continue in full force and effect.
- g. **Lease Runs with the Land.** This Lease and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.
- h. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
- i. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

- j. **Estoppel.** Upon receipt of a written request from a Party, the other Party shall within thirty (30) business days thereafter execute and deliver an estoppel certificate certifying that (i) this Lease is in full force and effect (and if modified, stating the nature of such modification and certifying the Lease, as so modified, is in full force and effect); (ii) the date to which the Rent and other charges are paid; (iii) and acknowledging that there are not, to such party's knowledge any uncured defaults on the part of the other party hereunder relating to the Leased Premises, or specifying such defaults if any are claimed.
- k. **Time for Performance.** Time is of the essence for the performance of every term, condition, and covenant of this Lease.
- l. **Surrender.** Tenant's right to possess and use the Leased Premises and occupy the Parent Parcel shall automatically terminate upon the earlier of the natural expiration or termination of the Lease. Upon the natural expiration or earlier termination of the Lease Tenant will:
- i. Immediately cease radio frequency transmissions from the Leased Premises;
  - ii. Within sixty (60) days thereafter execute, cause to be recorded, and deliver to Landlord a quitclaim deed or other legally sufficient document satisfactory to Landlord to terminate all of Tenant's rights in the Parent Parcel.
- m. **Review of Counsel and Meaning of Words.**
- i. This Lease has been jointly negotiated, reviewed by counsel for each Party, and each such counsel has participated in the preparation of the final Lease.
  - ii. The language used in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against any Party.
  - iii. Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases "including," "such as" or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as "including, but not limited to" and/or "including without limitation" are used or not. Rather, the stated term, phrase, statement, or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement, or matter given its broadest interpretation.
  - iv. References in this Lease to "days" means calendar days unless specifically provided otherwise. A "business day" means a day other than a Saturday, Sunday, or a bank or government holiday.
  - v. Whenever required by the context, the singular includes the plural and

vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all their correlated forms (e.g., the definition for "indemnify" applies to "indemnity," "indemnification," etc.).

- vi. For the purposes of this Lease, the words "shall" and "will" are mandatory, and "may" is permissive.
- n. **Compliance with Law.** Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Lease, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Lease.
- o. **Attorneys' Fees.** If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Lease, the prevailing Party only in a final non-appealable judgment on the merits may in the reasonable discretion of the Court be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.
- p. **No Personal Liability.** No elected or appointive board, agency, member, officer, employee, volunteer, or agent of the Landlord will be personally liable to Tenant, its successors, and assigns, or any third Party in the event of any default or breach by the Landlord or for any amount which may become due to Tenant, its successors and assigns, or for any obligation of the Landlord under this Lease.
- q. **Cumulative Remedies.** Except as may be specifically provided otherwise in this Lease, any and all rights, benefits and/or remedies provided or afforded to either the Landlord or Tenant under this Lease or any other instrument or document executed pursuant to this Lease are and will be cumulative and not exclusive of any legal or equitable rights, benefits, or remedies available to either the Landlord or Tenant under applicable Laws. This Lease cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by the Party against whom the waiver is sought.
- r. **Applicable Statutes.** Arizona Revised Statutes §12-820 through §12-826 shall also apply to this Lease.
- s. **No Third Party Benefits.** This Lease is not intended to and shall not be construed to give any third party, which includes without limitation any authorized subtenants, assignees, Tenant's customers or any other third party or potential third-party beneficiaries any right, title or interest in this Lease or the real or personal property that may be affected by this Lease.
- t. **Survival.** All terms, provisions, covenants, conditions, and obligations in this Lease will survive this Lease's expiration or termination when, by their sense or context, such provisions, covenants, conditions, or obligations (i) cannot be observed or performed until this Lease's expiration or earlier termination; (ii) expressly so survive; or (iii) reasonably should survive this Lease's expiration or earlier termination. Notwithstanding any other provision in this Lease, the Parties' rights to enforce any and all indemnities, representations, covenant, and warranties given or made to the other Party under this Lease or any provision in this Lease will not be affected by this Lease's natural expiration or earlier termination.
- u. **Submission for Inspection.** The Parties may submit this Lease to each other for inspection and

examination purposes and such submission will not constitute an offer to lease the Leased Premises. This Lease will become effective only upon full execution by both the Landlord and Tenant.

- v. **Non-Discrimination**. Tenant warrants, and it is a condition to the continuance of this Lease, that it will not unlawfully discriminate against or engage in the segregation of any person or group of persons on the basis of race, color, sex, creed, national origin, sexual orientation, or ancestry related to the activities permitted under this Lease and occupancy of the Parent Parcel and Leased Premises.
- w. **Headings**. Section, subsection headings, and paragraphs headings are for convenience only and not made or considered a part of this Lease for any purpose.
- x. **E-Verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Tenant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Tenant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Lease and may result in the termination of this Lease by the Landlord.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**LANDLORD:**

**City of Tolleson, Arizona,**  
a municipality

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

**Cellco Partnership d/b/a Verizon Wireless**

By: **American Tower Delaware Corporation,**  
a Delaware corporation  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Joinder and Acknowledgement**

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the "One-Time Payment" described in Section 1 above, as well as the Collocation Fee, provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

**American Tower Delaware Corporation,**  
a Delaware corporation

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**That part of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian described, as follows:**

**Commencing at the Northeast corner of the South half of the North half of the Southwest quarter of the Northeast quarter of said Section 16; thence South 88 degrees 08 minutes 28 seconds West (assumed bearing) along the North line of the South half of the North half of the Southwest quarter of the Northeast quarter of said Section 16, a distance of 848.27 feet to a point; thence South 00 degrees 17 minutes 51 seconds East a distance of 22.59 feet to the true point of beginning; thence continuing South 00 degrees 17 minutes 51 seconds East a distance of 25 feet to a point; thence South 89 degrees 42 minutes 09 seconds West a distance of 40 feet to a point; thence North 00 degrees 17 minutes 51 seconds West a distance of 25.00 feet to a point; thence North 89 degrees 42 minutes 09 seconds East a distance of 40.00 feet to the true point of beginning.**

**Together with an easement for ingress and egress over the South 33 feet of the East 33 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**

**Together with an easement for ingress and egress over the South 33 feet of the North half of the North half of the Southeast quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**

**Together with an easement for ingress and egress over the \_\_\_\_\_ feet of the West 848.27 feet of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian.**

## LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of land situated in and being a part of the S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian described as follows:

Commencing at the Northeast corner of said S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, run thence S. 88°08'28" W. (assumed bearing) along the North line of said S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, a distance of 874.11 feet to a point; thence S. 00°17'51" E., a distance of 7.47 feet to the true point of beginning;

thence continuing S. 00°17'51" E. a distance of 39.42 feet to a point;  
thence S. 89°42'09" W. a distance of 43.67 feet to a point;  
thence N. 00°17'51" W. a distance of 39.42 feet to a point;  
thence N. 89°42'09" E. a distance of 43.67 feet to the true point of beginning

Containing 1721.47 sq. ft.  
or  
0.0395 Acres - more or less

TOGETHER WITH the use of an easement for ingress and egress over the South 33.00 feet of the East 33.00 feet of the N $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 16 and

TOGETHER WITH the use of an easement for ingress and egress over the South 33.00 feet of the N $\frac{1}{2}$  N $\frac{1}{2}$  SE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 16 and

TOGETHER WITH the use of an easement for ingress and egress being 10 feet wide, lying 5 feet on each side of the following described centerline:  
Commencing for a tie at the Southeast corner of the leased premises described above and situated in the S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian, thence S 89°42'09" W. a distance of 5.00 feet to the Point of Beginning;  
Thence S 34°14'47" W a distance of 45.04 feet to the centerline of an existing roadway, and

TOGETHER WITH the use of an easement for ingress and egress being 20 feet wide, lying 10 feet on each side of the following described centerline:  
Commencing for a tie at Southeast corner of the leased premises described above and situated in the S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$

of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian, thence S 89°42'09" W a distance of 5.00 feet, thence S 34°14'47" W a distance of 45.04 feet to the centerline of an existing roadway and the Point of Beginning;

Thence S 44°14'18" E a distance of 19.32 feet;  
Thence along a curve concave to the North, a distance of 59.96 feet, said curve having a central angle of 92°50'46" and a radius of 37.00 feet;

Thence N 42°54'56" E a distance of 20.19 feet;  
Thence along a curve concave to the Southeast, a distance of 99.62 feet, said curve having a central angle of 40°43'54" and a radius of 140.13 feet;

Thence N 83°38'50" E a distance of 41.48 feet;

Thence N 89°24'23" E a distance of 522.85 feet;

Thence along a curve concave to the Northwest, a distance of 169.43 feet, said curve having a central angle of 38°35'01" and a radius of 251.60 feet, to a point on the North line of the S½ N½ SW¼ NE¼ of said Section 16, said point being S 88°08'28" W a distance of 16.50 feet from the Northeast corner of the S½ N½ SW¼ NE¼ of said Section 16.

#### ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

## **EXHIBIT B**

### **FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Karla Disla, Esq.  
ATC Site No: 82475  
ATC Site Name: TOLLESON  
Assessor's Parcel No(s): 101-13-001-B

**Prior Recorded Lease Reference:**

Document No: 00-0107690  
State of Arizona  
County of Maricopa

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Tolleson, Arizona**, a municipality ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated December 3, 1980 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 30, 2064. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 82475  
PV Code 208 / VzW Contract No: 11752  
Site Name: TOLLESON

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 9555 W. Van Buren St., Tolleson, AZ 85353; with copy to Landlord's Attorney: Tolleson City Attorney, Pierce Coleman PLLC, 17851 N. 85<sup>th</sup> Street, Suite 175, Scottsdale, AZ 85255; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**2 WITNESSES**

**City of Tolleson, Arizona**, a municipality

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**WITNESS**

**Cellco Partnership d/b/a Verizon Wireless**

By: **American Tower Delaware Corporation,**  
a Delaware corporation  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

## EXHIBIT A

*This Exhibit A may be replaced at Tenant's option as described below.*

### **PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

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**Together with an easement for ingress and egress over the South 33 feet of the East 33 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**

**Together with an easement for ingress and egress over the South 33 feet of the North half of the North half of the Southeast quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.**

**Together with an easement for ingress and egress over the \_\_\_\_\_ feet of the West 848.27 feet of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian.**

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A parcel of land situated in and being a part of the S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian described as follows:

Commencing at the Northeast corner of said S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, run thence S. 88°08'28" W. (assumed bearing) along the North line of said S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, a distance of 874.11 feet to a point; thence S. 00°17'51" E., a distance of 7.47 feet to the true point of beginning;

thence continuing S. 00°17'51" E. a distance of 39.42 feet to a point;  
thence S. 89°42'09" W. a distance of 43.67 feet to a point;  
thence N. 00°17'51" W. a distance of 39.42 feet to a point;  
thence N. 89°42'09" E. a distance of 43.67 feet to the true point of beginning

Containing 1721.47 sq. ft.  
or  
0.0395 Acres - more or less

TOGETHER WITH the use of an easement for ingress and egress over the South 33.00 feet of the East 33.00 feet of the N $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 16 and

TOGETHER WITH the use of an easement for ingress and egress over the South 33.00 feet of the N $\frac{1}{2}$  N $\frac{1}{2}$  SE $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 16 and

TOGETHER WITH the use of an easement for ingress and egress being 10 feet wide, lying 5 feet on each side of the following described centerline:  
Commencing for a tie at the Southeast corner of the leased premises described above and situated in the S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian, thence S 89°42'09" W. a distance of 5.00 feet to the Point of Beginning;  
Thence S 34°14'47" W a distance of 45.04 feet to the centerline of an existing roadway, and

TOGETHER WITH the use of an easement for ingress and egress being 20 feet wide, lying 10 feet on each side of the following described centerline:  
Commencing for a tie at Southeast corner of the leased premises described above and situated in the S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$

of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian, thence S 89°42'09" W a distance of 5.00 feet, thence S 34°14'47" W a distance of 45.04 feet to the centerline of an existing roadway and the Point of Beginning;

Thence S 44°14'18" E a distance of 19.32 feet;  
Thence along a curve concave to the North, a distance of 59.96 feet, said curve having a central angle of 92°50'46" and a radius of 37.00 feet;

Thence N 42°54'56" E a distance of 20.19 feet;  
Thence along a curve concave to the Southeast, a distance of 99.62 feet, said curve having a central angle of 40°43'54" and a radius of 140.13 feet;

Thence N 83°38'50" E a distance of 41.48 feet;

Thence N 89°24'23" E a distance of 522.85 feet;

Thence along a curve concave to the Northwest, a distance of 169.43 feet, said curve having a central angle of 38°35'01" and a radius of 251.60 feet, to a point on the North line of the S½ N½ SW¼ NE¼ of said Section 16, said point being S 88°08'28" W a distance of 16.50 feet from the Northeast corner of the S½ N½ SW¼ NE¼ of said Section 16.

#### ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.



## CITY COUNCIL REPORT

**SUBJECT:** First Amendment to Extrication Concepts Professional Services Agreement

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Michael Young, Fire Chief

**REVIEWED:** Reyes Medrano Jr., City Manager

### **PURPOSE:**

The Fire Department is requesting the approval of the First Amendment to the Professional Services Agreement between the City of Tolleson and Extrication Concepts, LLC for Holmatro rescue equipment and maintenance services.

### **BACKGROUND:**

On September 26, 2024, the City of Tolleson entered into a Professional Services Agreement with Extrication Concepts LLC, a sole-source provider, for specialized equipment and services. The City has identified the need for additional equipment and services beyond the original scope.

### **DISCUSSION:**

Compensation Adjustment: Increase the aggregate compensation limit from \$100,000 to \$130,000.

Payment Terms: Monthly payments upon successful delivery of products/services and submission of detailed invoices.

Non-Default Affirmation: The Contractor confirms that the City is not in default under any terms of the agreement.

Conflict of Interest Compliance: The amendment complies with A.R.S. § 38-511.

### **BUDGET IMPACT:**

The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$130,000 for additional equipment and services. Funds for this amendment are available in the approved budget under the appropriate accounts designated for professional services and equipment procurement.

### **RECOMMENDATION:**

Staff recommends the City Council approves the First Amendment to the Professional Services Agreement with Extrication Concepts, LLC.

### **ATTACHMENTS:**

1. 01 14 25 FD - First Amendment to PSA - Extrication Concepts - End Date 06 30 27

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
EXTRICATION CONCEPTS LLC**

THIS AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT (this “Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and EXTRICATION CONCEPTS LLC, an Arizona limited liability company, (the “Contractor”), (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

A. The City and the Contractor entered into a sole source Professional Services Agreement on September 26, 2024 (the “Agreement”). The terms of the Agreement and any amendments thereto, are incorporated herein by reference.

B. The City has determined that additional Equipment and Services are needed.

AGREEMENT

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

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

3. **Compensation.** The City shall pay Contractor for the Initial Term an aggregate amount not to exceed ~~\$100,000.00~~ **\$130,000.00**. The City shall pay the Contractor monthly, based upon acceptance and delivery of Products and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement will be subject to rejection and may be returned.

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

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

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

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

**“City”**

**CITY OF TOLLESON,**  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

**“Contractor”**

**EXTRICATION CONCEPTS LLC,**  
an Arizona limited liability company,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date



## CITY COUNCIL REPORT

**SUBJECT:** First Amendment to CDW Government LLC Cooperative Purchasing Agreement

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Stephen Holliday, Chief Technical Officer

**REVIEWED:** Reyes Medrano Jr., City Manager

### **PURPOSE:**

The Information Technology Department is requesting the approval of the First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and CDW Government LLC for software value-added reseller services.

### **BACKGROUND:**

On May 14, 2024, the City of Tolleson entered into a Cooperative Purchasing Agreement with CDW Government LLC under the NASPO ValuePoint contract for Software Value Added Reseller Services. The City has identified the need to increase the compensation to the contractor to accommodate additional services and software needs.

### **DISCUSSION:**

Compensation Adjustment: Increase the aggregate compensation limit from \$200,000 to \$250,000 per fiscal year.

Payment Terms: Payments will be made as agreed upon by both parties, based on services provided during each fiscal year.

Non-Default Affirmation: The Contractor confirms that the City is not in default under any terms of the agreement.

Conflict of Interest Compliance: The amendment complies with A.R.S. § 38-511.

### **BUDGET IMPACT:**

The City desires to amend the existing Agreement to increase the annual aggregate amount from \$200,000 to \$250,000 for additional services. Funds for this amendment are available in the approved budget under the appropriate accounts designated for software services procurement.

### **RECOMMENDATION:**

Staff recommends the City Council approves the First Amendment to the Cooperative Purchasing Agreement with CDW Government LLC.

### **ATTACHMENTS:**

1. 01 14 25 IT - CPA - CDW Government LLC - End Date 06 30 27

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

THIS AMENDMENT NUMBER 1 TO THE COOPERATIVE PURCHASING AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and CDW Government LLC, an Illinois limited liability company, (the "Contractor"), (collectively, "the parties"), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement on May 14, 2024 (the "Agreement") based upon State of Arizona through its Department of Administration and Contractor entered into the NASPO Value Point contract for Software Value Added Reseller Services, Contract No. CTR060021 (the "Master Contract"), and Participating Addendum Contract No. CTR070896 (the "Cooperative Contract"), with CDW Government LLC for Software Value Added Reseller Services ("Services"). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City wishes to increase the compensation paid to Contractor.

AGREEMENT

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

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

**3. Compensation.** ~~The City's payments to the Contractor (if any) shall not exceed an aggregate amount of \$200,000.00 for each fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>, for the Services at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty five (365).~~ **Commencing with the fiscal year July 1, 2024 through June 30, 2025, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of \$250,000.00 for each fiscal year, for the**

Services at the rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

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

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

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

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

**“City”**

**CITY OF TOLLESON,**  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

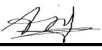
\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

**“Contractor”**

**CDW GOVERNMENT LLC,**  
an Illinois limited liability company,

By:   
Name: Anup Sreedharan  
Its: Sr, Manager, Program Management

\_\_\_\_\_  
Date

  
HK



## CITY COUNCIL REPORT

**SUBJECT:** Unplugged Performance, Inc. Professional Services Agreement

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Rudy Mendoza, Public Safety Director/Police Chief

**REVIEWED:** Reyes Medrano Jr., City Manager

### **PURPOSE:**

The Police Department is requesting the approval of the Professional Services Agreement between the City of Tolleson and Unplugged Performance, Inc. for the procurement, assembly, and upfit of Electric Police Vehicles (EPVs). The acquisition of these police vehicles will support the department's initiative to establish a take-home vehicle program, enhancing officer readiness and community presence.

### **BACKGROUND:**

The City of Tolleson Police Department will utilize Electric Police Vehicles (EPVs) for police services. Unplugged Performance, Inc. offers specialized expertise in the procurement, engineering, and upfit of Tesla-based EPVs. Their experience in fleet planning, technical support, and assembly makes them a sole-source provider for these specialized vehicles.

Before the introduction of the take-home vehicle program, police department employees shared vehicles that remained stationed at the Police Department. With the implementation of this program, the purchase of additional vehicles is essential to ensure each sworn police employee is assigned their own dedicated vehicle.

### **DISCUSSION:**

Agreement Term: Effective until June 30, 2025, with four successive one-year renewal terms.

Scope of Services: Procurement, assembly, and upfit of Electric Police Vehicles (EPVs) tailored to Tesla platforms.

Compensation: Aggregate amount not to exceed \$300,000 for the initial term, with monthly payments upon invoice approval.

Specialization: Contractor provides exclusive expertise in Tesla EPV upfit and fleet management, unavailable from traditional providers.

This agenda item pertains to the acquisition of three Tesla Model Y electric vehicles to enhance the Police Department's fleet with sustainable and efficient transportation solutions.

### **BUDGET IMPACT:**

The City shall pay the Contractor an annual aggregate amount not to exceed \$300,000 for the equipment.

Funds for this agreement are available in the approved budget under the appropriate accounts designated for fleet procurement and services.

### **RECOMMENDATION:**

Staff recommends the City Council approve the Professional Services Agreement with Unplugged Performance, Inc.

**ATTACHMENTS:**

1. 01 14 25 PD - PSA - Unplugged Performance - End Date 06 30 29

## **PROFESSIONAL SERVICES AGREEMENT**

### **BETWEEN THE CITY OF TOLLESON AND UNPLUGGED PERFORMANCE, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Unplugged Performance, Inc., a Delaware corporation, (the “Contractor”), is hereby entered into and shall be effective on the last signature date set forth below.

#### **RECITALS**

A. The City desires to engage the Contractor to provide procurement, assembly, and upfit of Electric Police Vehicles (“EPVs”) (“Equipment and Services”).

B. The City of Tolleson Police Department utilizes EPVs for police services. Contractor offers unparalleled expertise in the engineering, assembly, design, training and fleet management of electric police vehicles, tailored explicitly for the Tesla platform. Contractor's experience, training and extensive ability, is unmatched in the automotive industry, offering a level of expertise that is critical for the specific needs of Tesla / EV police vehicle procurement and upfitting. This is particularly important, since traditional service or upfit entities are not extensively trained in the unique technical, and mechanical modification techniques, required to upfit a Tesla or other EV. Contractor is also the only organization globally that provides comprehensive Tesla/EV fleet planning services, making this sole source agreement particularly appropriate.

C. Pursuant to Section 3-5-5 of the Tolleson City Code, the City has determined that Contractor is the only reasonable and practical source to provide the Equipment and Services, and the City desires to enter into an agreement with the Contractor to provide the Equipment and Services.

#### **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 is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until June 30, 2025 (the “Initial Term”) and shall automatically renew for four successive one-year terms (a “Renewal Term”) unless terminated as otherwise provided in this Agreement. The Initial Term and Renewal are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an Agreement for Equipment and Services, as needed as determined by the City. The City does not guarantee that any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Equipment or Services to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, Purchase Order or other form of written agreement describing the work to be completed (each, a "Purchase Order"). Each Purchase Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and (ii) be attached hereto as Exhibit A and incorporated herein by reference. Purchase Orders submitted without referencing this Agreement will be subject to rejection.

3. Compensation. The City shall pay Contractor for the Initial Term an aggregate amount not to exceed \$300,000.00. The City shall pay the Contractor monthly, based upon acceptance and delivery of Equipment and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement will be subject to rejection and may be returned.

4. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

5. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

6. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

7. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors

any business registrations or licenses required to perform the specific Services set forth in this Agreement. The City has no obligation to provide tools, equipment, or material to Contractor.

8. Performance Warranty. Contractor warrants that the Equipment or Services rendered will conform to the requirements of this Agreement and to the professional standards in the field.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent or willful acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The Indemnifying Party's obligation to indemnify shall be limited to the proportionate fault of the Indemnifying Party. This indemnification shall not apply to any Claims caused by the sole negligence or willful misconduct of the Indemnified Party. The provisions of this section shall survive the expiration or termination of this Agreement for a period of one (1) year. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

10. Insurance.

10.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this

Agreement, the City, its agents, representatives, officers, directors, officials, and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

h. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to the Agreement, as applicable, will be subject to rejection and

may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary insurance as respects performance of the Agreement.
- (3) All policies, except for Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by Contractor under this Agreement.

#### 10.2 Required Insurance Coverage.

a. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is

utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

c. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

10.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days’ prior written notice to the City.

11. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the County of Maricopa, State of Arizona.

12. Termination; Cancellation.

12.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. This Agreement may be terminated by either party upon 30 days’ written notice should the other party fail to substantially perform in accordance with this Agreement’s terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days’ written notice to Contractor in the event that the Equipment or Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an

employee of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

12.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City, and the Contractor shall be relieved of any subsequent obligation under this Agreement.

### 13. Miscellaneous.

13.1 Independent Contractor. The Contractor acknowledges and agrees that the Equipment or Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees, or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing their profession elsewhere. City and Contractor do not intend to, nor will they combine business operations under this Agreement.

13.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Equipment or Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

13.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

13.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

13.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

13.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Equipment or Services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for the Equipment or Services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All Equipment or Services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

13.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

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

With copy to:                      Pierce Coleman PLLC

17851 N. 85th Street, Suite 175  
Scottsdale. AZ 85255  
Attn: Justin S. Pierce

If to Contractor: Unplugged Performance Inc.  
3523 Jack Northrop Ave  
Hawthorne, CA 90250  
Attn: info@unpluggedperformance.com

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

13.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For

the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace, so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.18 Israel. Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

13.19 China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

13.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Contractor's SOQ, the documents shall govern in the order listed herein.

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Equipment or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

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

**"City"**

CITY OF TOLLESON,  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

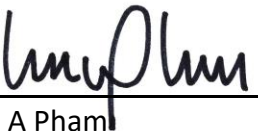
APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

**"Contractor"**

UNPLUGGED PERFORMANCE INC.,  
a Delaware corporation

By:   
Name: Keith A Pham  
Title: VP of Finance

12/19/2024  
Date

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
LIBERTY PROCESS EQUIPMENT, INC.

[Purchase Form]

See following pages.



## CITY COUNCIL REPORT

**SUBJECT:** PureOps, LLC Chemical Equipment Purchase Agreement

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Jamie McCracken, Utilities Director

**REVIEWED:** Reyes Medrano Jr., City Manager

### **PURPOSE:**

The Utilities Department is requesting the approval of a Chemical Equipment Purchase Agreement between the City of Tolleson and PureOps, LLC for essential chlorine room equipment required for water treatment disinfectant processes.

### **BACKGROUND:**

The City of Tolleson's chlorine room is a critical component of the water treatment disinfectant process, ensuring compliance with safety and regulatory standards. PureOps, LLC has been identified as the vendor capable of providing the necessary equipment through an emergency procurement process, as compliance with standard procurement processes would be impracticable under the circumstances.

### **DISCUSSION:**

Agreement Term: Effective until June 30, 2025, with the option to renew for up to three successive one-year terms.

Scope of Services: Procurement of chlorine room equipment essential for maintaining the water treatment disinfectant process.

Compensation: Aggregate payments not to exceed \$200,000 per fiscal year.

Emergency Procurement Justification: The procurement is classified as an emergency to ensure public health, welfare, and safety.

### **BUDGET IMPACT:**

The City shall pay the Contractor an annual aggregate amount not to exceed \$200,000 for the equipment. Funds for this agreement are available in the approved budget under the appropriate accounts designated for wastewater treatment.

### **RECOMMENDATION:**

Staff recommends the City Council approve the Chemical Equipment Purchase Agreement with PureOps, LLC.

### **ATTACHMENTS:**

1. 01 14 25 CPA - PureOps, LLC - End Date 06 30 28

**CHEMICAL EQUIPMENT PURCHASE AGREEMENT  
BETWEEN THE  
CITY OF TOLLESON  
AND  
PUREOPS, LLC**

This Purchase Agreement (this “Agreement”) is between the City of Tolleson, an Arizona municipal corporation, (the “City”), and PureOps, LLC, an Arizona limited liability company, dba PureOps of Arizona, (the “Vendor”) (collectively, “the parties”) is hereby entered into and shall be effective on the last signature date set forth below.

**Recitals**

- A. Pursuant to Section 3-5-6 of the Tolleson City Code, the City has determined that an agreement with Contractor is an emergency procurement for the purchase of equipment for the City’s chlorine room
  - B. (“Equipment”). The chlorine room is part of the water treatment disinfectant process and equipment used there must comply at all times with relevant regulations and is needed on a timely basis to protect the public’s health, welfare and safety. Compliance with established procurement process is impracticable, unnecessary or contrary to the public interest.
- B. This emergency procurement shall be limited to the equipment described in Exhibit A which are necessary to satisfy the emergency need.

**Agreement**

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

- 1. Purchase Equipment. The City agrees to purchase from Vendor equipment for the chlorine room as described in the Quote attached as Exhibit A.
- 2. Compensation. The City’s payments to the Vendor (if any) shall not exceed an aggregate amount of \$200,000.00 for each fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>, for the Equipment, at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).
- 3. Representations Related to the Equipment. Vendor makes the following representations regarding the Equipment to the City:

- (a) Vendor possesses good and marketable title to the Equipment and is conveying them to City free and clear of all liens, security interests, and encumbrances.
- (b) There is no litigation or claim of any nature whatsoever pending or threatened with regard to the Equipment being purchased by the City. Additionally, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such litigation or claim.
- (c) Vendor has full company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Vendor of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, have been duly authorized by all requisite company action on the part of Vendor. The Agreement constitutes, and each of the documents to be delivered hereunder when executed and delivered will constitute, a valid and legally binding obligation of Vendor, enforceable against Vendor in accordance with the respective terms and conditions.
- (d) Vendor has operated the Equipment in compliance with all applicable laws, regulations, policies, and guidelines of all federal, state, local, and foreign governmental authorities applicable to the Equipment being purchased by the City. The Vendor has not received any notice alleging non-compliance of any of the aforementioned laws, regulations, policies, or guidelines, and neither has engaged in any illegal activity.
- (e) All Equipment purchased are in good condition, free from defects, adequate for the uses to which they are being put, and are in good repair and working order, except for ordinary, routine maintenance and repairs that are not material in nature or cost. All inventory, finished Equipment, raw materials, work in progress, packaging, supplies, parts, and other inventories included in the Equipment consist of a quality and quantity usable and salable in the ordinary course of business.

4. Term of Agreement. This Agreement shall be effective on the last signature date set forth below through June 30, 2025 (the “Initial Term”), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Agreement may be renewed, in writing, for up to three successive one-year terms (each a “Renewal Term”) if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the City Manager’s signature thereon, which approval may be withheld by the City for any reason. The Vendor’s failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided however,

that the City may, at its discretion and with the agreement of the awarded Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

5. Records and Audit Rights. To ensure that the Vendor is complying with the warranties below, Vendor’s books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor’s employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit evaluation of the Vendor’s compliance with the Arizona employer sanctions laws referenced below. To the extent necessary for the City to audit Records as set forth in this Section, Vendor hereby waives any rights to keep such Records confidential.

6. E-verify Requirements. To the extent applicable under A.R.S. § 41- 4401, the Vendor warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Vendor’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in, a boycott of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

8. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City’s action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

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

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

11. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and

budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement.

12. Indemnification. In any event, the Vendor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, or its agents in the performance of this Agreement.

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

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

With copy to:                      Pierce Coleman PLLC  
                                                 17851 North 85<sup>th</sup> Street, Suite 175  
                                                 Scottsdale, Arizona 85255  
                                                 Attn: Justin S. Pierce, City Attorney

If to Vendor:                      PureOps, LLC, an Arizona limited liability company,  
                                                 dba PureOps of Arizona  
                                                 5151 East Broadway Blvd., Suite 1600  
                                                 Tucson, Arizona 85711  
                                                 Attn: Brandon Garcia

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

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.

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

**"City"**

CITY OF TOLLESON,  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

**"Vendor"**

PUREOPS, LLC, an Arizona limited liability company,  
dba PureOps of Arizona

By: \_\_\_\_\_  
Name: Brandon Garcia  
Its: Sales Director

12/19/2024  
Date

**EXHIBIT A**

Quote

[On File in the City Clerk's Office.]



## CITY COUNCIL REPORT

**SUBJECT:** LEA Architects, LLC Professional Services Agreement

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Chris Hamilton, City Engineer

**REVIEWED:** Reyes Medrano Jr., City Manager

### PURPOSE:

The Development Services Department is requesting the approval of a Professional Services Agreement between the City of Tolleson and LEA Architects, LLC for architectural and engineering services related to the design of a new Utility Operations Building.

### BACKGROUND:

Staff has been investigating the possibility of building a new new Operations Building for the Utility Department on the currently owned property near the southwest corner of 99th Avenue and Buckeye Road. In order to built this facility a design group would be needed. LEA Architects, LLC was selected through a Request for Qualifications (RFQ) process to provide these services. After preliminary discussions with LEA, it was decided that a study to determine the best location and layout for building would be best. Those items have been completed and a solid plan for the new Building design and construction can be formulated.

### DISCUSSION:

The City of Tolleson requires professional architectural and engineering services for the design of a new Utility Operations Building located at the Tolleson Wastewater Treatment Plant.

Agreement Term: Effective until June 30, 2025, with two one-year renewal options.

Scope of Services: Includes architectural design, engineering, and project management services for the Utility Operations Building, including site plan development, schematic design, and construction document preparation.

### BUDGET IMPACT:

The City shall pay the Consultant an amount for the services at the rates set forth in the Fee Proposal. Funds for this agreement are available in the approved budget under the appropriate accounts designated for capital improvement projects. Total compensation is not to exceed \$860,943.

### RECOMMENDATION:

Staff recommends the City Council approves the Professional Services Agreement with LEA Architects, LLC.

### ATTACHMENTS:

1. 01 14 25 DS - PSA - LEA Architects, LLC - End Date 06 30 27

## **PROFESSIONAL SERVICES AGREEMENT**

### **BETWEEN THE CITY OF TOLLESON AND LEA ARCHITECTS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Lea Architects, LLC, an Arizona limited liability company, (the “Consultant”), is hereby entered into and shall be effective on the last signature date set forth below.

### **RECITALS**

A. The City issued a Request for Qualifications for, “Architectural and Engineering Services for the Design of a New Utility Operations Building” (the “RFQ”), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications (the “SOQ”) from vendors for professional architectural and engineering services.

B. The Consultant submitted a SOQ in response to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to assist the City in utilizing excess capacity at its Wastewater Treatment Plant (WWTP) (the “Services”).

### **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 is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025 (the “Initial Term”) and shall automatically renew for up to two successive one-year terms (each, a “Renewal Term”) unless terminated as otherwise provided in this Agreement. The Initial Term and the Renewal Term are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed the amount designated in the Purchase Order or Authorization for Services provided to Consultant for the Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment, or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

- (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.
- (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
- (c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

#### 11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the County of Maricopa, State of Arizona.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

14.3 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

14.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

14.5 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to

exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

b. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

14.14 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, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

|                 |                                                                                                               |
|-----------------|---------------------------------------------------------------------------------------------------------------|
| If to the City: | City of Tolleson<br>9055 West Van Buren Street<br>Tolleson, Arizona 85353<br>Attn: Crystal Zamora, City Clerk |
|-----------------|---------------------------------------------------------------------------------------------------------------|

With copy to: Pierce Coleman PLLC  
17851 North 85<sup>th</sup> Street, Suite 175  
Scottsdale, Arizona 85255  
Attn: Justin S. Pierce

If to Consultant: LEA Architects, LLC  
1730 East Northern Avenue, Suite 101  
Phoenix, Arizona 85020  
Attn: Lance Enyart

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (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, or (d) when received by facsimile transmission during the normal business hours of the recipient. 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.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection,

Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace, so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

14.19 China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

14.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

14.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from

Eligible Procurement Unit(s) for the purchase of the Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

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

**“City”**

CITY OF TOLLESON, an Arizona  
municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

**“Consultant”**

LEA ARCHITECTS, LLC, an Arizona  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
LEA ARCHITECTS, LLC

(RFQ)

[On File in the City Clerk's Office.]

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
LEA ARCHITECTS, LLC

(SOQ)

[On File in the City Clerk's Office.]

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
LEA ARCHITECTS, LLC  
  
(Scope of Work)

**August 23, 2024** (revised 10.11.24)

- Tolleson Utility Operations Building Concept Site Plan



**Aerial View**



**East Elevation**

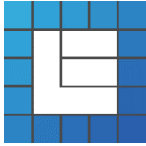


**Northwest Elevation**



## **Tolleson Utility Operations - PROJECT DESIGN TEAM**

### **ARCHITECT**



#### **LEA - Architects, LLC**

**AIA AZ Sustainable Firm of the Year**

1730 East Northern Avenue Suite 110

Phoenix, AZ 85020

[www.lea-architects.com](http://www.lea-architects.com)

**Design Architect:**

**Lance Enyart AIA**

**Sr. Project Manager:**

**Randy Jones RA**

- Design Team project management
- Architecture
- Life safety code compliance
- Interior color and finish palette
- Built-in furniture design/specifications
- Submissions and presentations

### **STRUCTURAL ENGINEER**



7047 E. Greenway Pkwy, Suite 250

Scottsdale, AZ 85254

p. 480-398-7729

**Structural Engineer:**

**Greg Brickey PE**

- Structural Engineering for building design and site structures
- Drawings
- Calculations

### **MECHANICAL / PLUMBING ENGINEER**



2800 S. Rural Rd., Suite 101

Avondale, AZ 85282

p. 480-968-3070

[www.appliedengineering.ws/](http://www.appliedengineering.ws/)

**Mech. / Plumbing Eng.:**

**Greg Piraino PE**

- Mechanical/Plumbing engineering
- Drawings
- Calculations
- Coordination with Sustainability Consultant
- Fire Sprinkler performance specifications

### **ELECTRICAL ENGINEER**



2633 E. Indian School Rd., Suite 210

Phoenix, AZ 85016

480.659.0511

[www.VoltaUS.com](http://www.VoltaUS.com)

**Electrical Eng:**

**William Bethurum IV, PE**

- Electrical engineering
- Includes coord. with Utility for primary power
- Emergency generation/UPS system
- Fire alarm system design (Deferred Submittal)
- Alert Monitor **System: device locations on plan**, cables to demark location in building. Coordinate with design provided by COP Fire.
- Telecommunications / AV Infrastructure

**CIVIL ENGINEER**

**DIBBLE**



7878 N. 16th St., Suite 300  
Phoenix, AZ 85020  
602-957-1155  
[www.dibblecorp.com/](http://www.dibblecorp.com/)

- Grading and Drainage plans
- Civil engineering on-site utility design
- Prelim. Erosion and Sediment Control Plan
- Utility Conflict Letters

**Civil Engineer:** Shannon Mauck, PE

**LANDSCAPE ARCHITECT**



**DESIGN ETHIC**  
7525 E. 6<sup>th</sup> Ave  
Scottsdale, AZ 85252  
(480) 225-7077  
[www.designethic.net](http://www.designethic.net)

- Landscape design on-site and off-site
- Irrigation design

**Landscape Arch.:** Brandon Paul, PLA

**SUSTAINABLE CONSULTANT**



**Quest Energy Group, LLC**  
1620 West Fountainhead Parkway, Suite 303  
Avondale, Arizona 85282  
o. 480.467.2480 | c. 480.296.1403  
[Greg@questenergy.com](mailto:Greg@questenergy.com)

- Energy Modeling

**Sustainable Consultant:** Gregory Kinkel,  
LEED-BC&C, CEPE

**COST ESTIMATOR**

**Edward K. Stankus**  
Building Cost Consultant

1062 West Washington Ave.  
Gilbert AZ 85233

**Cost Estimator:** Ed Stankus

- Cost estimating

I. GENERAL ASSUMPTIONS AND CLARIFICATION

1. LEA Architects have excluded Construction Administrations which will be provided under a separate proposal.
2. We have not included additional costs for Fire Sprinkler and/or Fire Alarm Design submittals which will be completed by the contractor as deferred submittals.
4. We have not included additional costs for submittal to any Sustainable Building Program.
5. We have not included design of the telecommunications system equipment in our proposal. It is our understanding that these items will be purchased through and by City of Tolleson. We have included coordination with these systems including conduit stub-ups into building walls to accessible ceiling space.
6. We have included coordination and procurement of FF&E based on coordination with City of Tolleson preferred FF&E Vendor. We will provide power outlets in accordance with the requirements provided by City of Tolleson and/or the Furniture Vendor as part of our base scope of services.
7. We have not included coordination, specification or procurement of any desktop computer equipment, copiers, fax machines, or other office equipment. It is our understanding that these items will be purchased by City of Tolleson. We will provide power outlets in accordance with the requirements provided by City of Tolleson as part of our base scope of services.
8. The scope of work in this proposal assumes existing soils conditions that will allow for traditional spread foundations and slab on grade construction. Deep building foundations (if required) shall be considered an additional service.

I. GENERAL REQUIREMENTS

A. DESIGN STANDARDS

1. All work shall conform to:
  - a. Building - **2018 International Building Code (IBC)**
  - b. Mechanical - **2018 International Mechanical Code (IMC)**
  - c. Electrical - **2017 National Electrical Code (NEC)**
  - d. Plumbing - **2018 International Plumbing Code (IPC)**
  - e. Fuel Gas - **2018 International Fuel Gas Code (IFGC)**
  - f. Fire - **2018 International Fire Code (IFC)**
  - g. Planning & Zoning - **Zoning & Development Code**
  - h. Accessibility - **2010 ADA Standards for Accessible Design**
  - i. Related ADA items within Federal Code of Regulations, and all other federally required ADA standards

B. QUALITY CONTROL

1. The Architect is responsible for quality control of his work. The Architect shall provide a list of sub-consultants for the project, which will not be changed without the approval of the City of Tolleson.

C. PROJECT DESIGN SCHEDULE

1. The Architect will provide a design schedule to the City of Tolleson prior to commencing work. The schedule will include dates for submittal of schematic design, design development, and construction documents.
2. The Architect will submit monthly status reports indicating progress of the design and conformance with the project design schedule.
3. The status report shall indicate:
  - a. Work accomplished.
  - b. Plan for accomplishments next month.
  - c. Problems encountered; recovery schedule, if applicable.
  - d. Utility company coordination issues.

e. Information needed from Contract Administrator.

D. COORDINATION

The City of Tolleson will provide to the Architect copies of design guidelines, standards and specifications required by the various departments within City of Tolleson. City of Tolleson will be responsible for providing to the Architect contact information for any Departments having an interest or authority over the work.

II. SUBMITTALS

A. GENERAL INFORMATION

1. The City of Tolleson's function in connection with submitted plans, specifications, construction cost estimates, design reports, etc. is that only of review for conformance with design standards, procedures and criteria established by the City of Tolleson.
2. The Architect shall be responsible for:
  - a. Compliance with Design Criteria and Procedures and Scope of Work.
  - b. Preparation of plans and specifications of a quality representative of the profession, which are both clear and of sufficient in detail to provide the CMAR direction by which this project may be constructed.
  - c. Requesting and obtaining available materials, maps, as-builts, reports, etc., as may be applicable to this project.
  - d. Ongoing communication and informal contact with the City of Tolleson.
3. In addition to the submittal of plans and documents described herein, other materials may be required for presentation to the City of Tolleson, etc.

B. GENERAL REQUIREMENTS

1. All submittals shall be made to the City of Tolleson and in general will include; programming, schematic design, design development and construction documents. All submittals will be made to the City of Tolleson for review, comment and final approval.
2. It shall be the Architect's responsibility to submit plans and coordinate with all agencies as defined by City of Tolleson as having interest or jurisdiction over this project.

III. MEETING PARTICIPATION

As part of the contractual relationship with the City of Tolleson, the Architect shall attend virtual and in person meetings. The Architect(s) shall prepare minutes that outline meeting discussions and address action items and the responsible parties. LEA-Architects and the City of Tolleson shall review and approve all minutes. Minutes shall be submitted within 5 days of the meeting date.

IV. ARCHITECTURAL DESIGN PHASE SERVICES (**LEA Architects LLC**)

A. SCHEMATIC DESIGN (30% Design Submittal)

1. The Architect shall prepare a preliminary evaluation of the project and its budgetary constraints and review with the Contract Administrator any inconsistencies between program requirements and budget limitations.
2. The Architect shall prepare and submit all materials, attend meetings and make presentations required to obtain City of Tolleson approval.
3. As a result of (1) above, prepare schematic design studies resulting in a design concept. The Architect shall prepare schematic design documents including the following:
  - a. Plans – 1/8" scale as approved Floor Plans
    - 1) Showing space relationships
    - 2) Identification of rooms/spaces with room size
    - 3) Identification of mechanical spaces
    - 4) Overall dimensions
    - 5) Roof plans showing equipment location, access, drainage and pitch

- 6) Identification of proposed structural systems
    - b. Elevations
      - 1) All exterior elevations showing fenestration and vent dimensions
      - 2) Material identification and color
      - 3) Interior elevations of special spaces
      - 4) A building perspective drawing
    - c. Sections
      - 1) Longitudinal section
      - 2) Cross section
      - 3) Special structural or casework sections
      - 4) Typical wall sections to show materials, relationships and construction intent
    - d. Site Plan
      - 1) Building location and orientation
      - 2) Automobile parking lot, including handicap spaces
      - 3) Drives/walkway/hardscape
      - 4) Landscape areas, including preliminary plant identification
      - 5) Special areas, e.g., Apparatus vehicle aprons, etc.
      - 6) Security considerations, e.g., site lines
      - 7) Zoning, including adjacent parcels
    - e. Architectural 3D-BIM Model, Animation, and Colored Renderings – LEA will prepare a 3D- computer BIM model, colored rendering(s), and a fly around animation showing the proposed Architectural character/aesthetic of the project including the building's relationship to the existing site and surrounding context.
    - f. Outline Specifications
      - 1) Structural system, plumbing mechanical and electrical
      - 2) Special systems
      - 3) Exterior wall construction
      - 4) Energy conservation considerations
      - 5) General interior finish schedule, identifying floor finishes, wall finishes and ceiling materials
    - g. Code Analysis – Including variances (if required) and reasons why compliance would be difficult.
    - h. Statement of Design Concept and Philosophy – General written description of the concepts and considerations which lead to the design solution.
  4. After completion of the schematic design, the Architect shall coordinate with the City of Tolleson to arrange for duplication of schematic design review sets.
  5. The design team, including sub-consultants, will participate in a review of the schematic design documents by the City of Tolleson.
- D. DESIGN DEVELOPMENT (60% Design Submittal)
1. Based on the approved SCHEMATIC DESIGN, the Architect shall prepare design development documents sufficiently annotated and detailed to adequately convey the size and character of the project and further define the finish materials, structural, mechanical, electrical and any special systems. In addition, color boards of room finish materials will be presented. The Design Development submittal will include the following:
    - a. Plans – 1/8" = 1'0" scale unless noted
      - 1) Dimensioned floor plans showing partitions, doors, windows and columns.
      - 2) Enlarged plans at 1/4" = 1'0" scale of special areas.
      - 3) Enlarged toilet room plans at 1/4" = 1'0" scale showing fixtures, dimensions and accommodations for the disabled.

- 4) Reflected ceiling plans showing lighting layout and mechanical diffusers.
  - 5) Roof plan(s) showing equipment, drains, hatches and traffic treads
  - 6) Enlarged mechanical room plans at  $\frac{1}{4}" = 1'0"$  scale showing major mechanical equipment to scale and equipment service space (e.g., filter pulls, boiler tube pulls, etc.)
  - 7) Mechanical plans showing main (primary) duct distribution and equipment schedules Structural plan(s) showing major framing members and columns, dimension column grid, typical floor and roof
  - 8) LEA-Architects- construction details, and design live and dead load calculations
  - 9) Electrical plans showing power distribution, fixture and equipment schedule, special systems diagrams, including telephone and data systems
  - 10) Plumbing plans showing plumbing fixture and equipment schedule, water, waste and vent riser diagrams with pipe sizes
  - 11) Foundation plan, with footing and foundation sizes, reinforcing and elevations
- b. Elevations –  $\frac{1}{8}" = 1'0"$  scale
- 1) Same elevations as called for in Schematic Design phase, but showing (identifying) all materials, colors, light fixtures, louvers, roof mounted equipment, penthouses, downspouts, etc.
  - 2) Interior elevations of special areas identified in A.2 above. Interior elevations shall show all materials and pertinent vertical dimensions
- c. Sections
- 1) Typical wall section through solid exterior walls at  $\frac{1}{2}" = 1'0"$  scale
  - 2) Typical exterior wall section through window/store front construction at  $\frac{1}{2}" = 1'0"$ . Wall sections shall show materials, bond beams, lintels, flashing, masonry coursing, beam bearing, roof construction, sill and head conditions and floor foundation connection
  - 3) Cross section and longitudinal sections at  $\frac{1}{8}" = 1'0"$  showing roof and floor construction, ceiling height and major duct space
  - 4) Section through roof penetrations at  $\frac{1}{2}" = 1'0"$  showing curbs and flashing
- d. Site Plan
- In addition to Schematic Design information, provide:
- 1) Grading and drainage
  - 2) Utility service entrance points
  - 3) Landscape plan/Irrigation plan
  - 4) Site lighting; including submittal of light fixture cut sheets
  - 5) Pavement sections, pedestrian walkways, apron access ways, and similar improvements
- e. Specifications
- 1) Supplementary General Conditions or Project Procedures and Details
  - 2) Index of final specifications
  - 3) Technical specifications
  - 4) Interior finish and door schedules with color and material palette
- f. Code Evaluation
- 1) Written report of preliminary reviews with Planning Division / Development Services Division.
  - 2) Architect shall have filed for and received disposition of variances identified in the Schematic Design phase

2. The design team, including sub-consultants will be required to participate in reviews of design development documents with various City of Tolleson departments and outside agencies.

**B. CONSTRUCTION DOCUMENTS (90% / 100% Design Submittal)**

1. After the design development documents and construction cost estimates receive written approval from the City of Tolleson, the Architect shall prepare construction drawings, plans and specifications to include architectural, structural, mechanical, electrical, civil, landscape and other elements as appropriate to allow for the bidding and construction of the project.
2. The Architect shall file the construction documents with all governmental authorities having jurisdiction over the project. It shall be the Architects responsibility to comply with all Federal, State and local codes in effect at the time the drawings, plans and specifications are approved. The Architect shall correct the drawings, plans and specifications as required to comply with applicable codes at no additional cost.
3. The Architect shall coordinate the preparation of the technical specifications with the City of Tolleson standard General Conditions for format and content consistency.
4. The design team, including subconsultants will be required to participate in reviews of construction documents with various City of Tolleson.
5. All comments from the construction document review shall be resolved and the Architect shall deliver a complete set of professionally sealed contract documents to the City of Tolleson. In addition to the original contract documents, the Architect shall provide to the City of Tolleson all drawings in .pdf format.

Any other approvals required shall be obtained by the Architect prior to final approved plan submittal to the City of Tolleson.

Final submittal to the City of Tolleson will include the following:

- Original drawings with original seals
- Original Technical Specifications
- CD containing .pdf copy of drawings
- One (1) copy of previous annotated City of Tolleson review comments

The City of Tolleson will provide a final review of all documents back checking the review comments and will notify the Architect immediately of any outstanding issues, which would prohibit final approval of the project.

**E. BIDDING/GMP PHASE SERVICES**

1. During the bidding phase, the Architect shall make services available to the City of Tolleson for interpretation of the plans and specifications and review of prior approved equal product submittals. Requests for approved equals shall be processed in strict conformance to the requirements of the City of Tolleson requirements. The Architect shall develop and provide to the City of Tolleson all required project addenda during the project bidding/GMP phase.

**V. CIVIL DESIGN PHASE SERVICES (Dibble)**

Included in this Task are the services required to successfully begin the project services, including a site visit to verify field conditions.

**A. SCHEMATIC DESIGN PHASE**

1. Schematic Design Documents  
Dibble will prepare Schematic Design documents including:
  - Develop on-site plans including site demolition plan, civil site plan, grading & drainage plan, and utility plan

- Schematic level design was completed during the site selection project
  - North/south access road (Dibble will study two options)
  - Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
  - Coordination with Owner, Architect, Plumbing Engineer & Landscape Architect
2. Meetings & Coordination: 2 ea. - 1 hour meetings

**B. DESIGN DEVELOPMENT PHASE**

The services to be performed during this Phase consist generally of services required to furnish a set of 60% Preliminary Plans, Technical Specifications. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Design Development Documents  
Dibble will prepare Design Development documents including:
- Refine on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
  - Refine design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
  - Refine design of water, sewer, and fire protection services
  - Refine design of storm water conveyance and above ground retention facilities
  - Develop draft drainage report
  - Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
  - Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
2. Meetings & Coordination: 6 ea. - 1 hour meetings

**C. CONSTRUCTION DOCUMENT PHASE**

The services included under this Phase shall generally consist of services required to furnish a complete set of Contract Documents for the Project, including Final Plans, Special provisions. Services to be performed or furnished during this Phase may include revising the preliminary 60% submittal information to comply with comments and then completion of the final design. Plans and Special Provisions of Specifications will be completed; final design will be coordinated; and a complete set of final documents will be furnished. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Construction Documents  
Dibble will prepare Construction Documents including:
- Finalize on-site plans including site demolition plan, civil site plan, grading & drainage plan, utility plan, cross sections, and details
  - Finalize design of horizontal control and vertical design & control of the site elements of the project including walls, hardscape, drives, and drainage features
  - Finalize the design of water, sewer, and fire protection services
  - Finalize design of storm water conveyance and above ground retention facilities
  - Prepare final drainage report for the site
  - Coordinate dry utilities by acquiring design plans from design team and illustrating dry utility alignment on civil plans, for reference only
  - Submit final plans to utility companies for utility conflict notices
  - Coordination with Owner, Contractor, Architect, Plumbing Engineer & Landscape Architect
2. Storm Water Management Plan  
Dibble will prepare a Storm Water Management Plan including:
- Prepare the SWMP (Storm Water Management Plan) in cooperation with the Contractor meeting the requirements of ADEQ and the City of Tolleson

3. Meetings & Coordination: 6 ea. - 1 hour meetings

D. BIDDING PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when CMAR receives bids, awards contracts to the lowest qualified and responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the CLIENT during this Phase as required. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Bidding/Permitting  
Dibble will perform Bidding/Permitting services including:
  - Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
  - Respond/address AHJ civil comments
  - Prepare civil permit resubmittal
  - Assist Owner/ Contractor in acquiring civil construction permits
  - Respond to bidding Contractor/Sub-Contractor civil related questions
2. Meetings & Coordination: 2 ea. - 1 hour meetings

**PUBLIC WATER MAIN EXTENSION - SURVEY SERVICES**

1. Survey Update  
Dibble will perform Topographic Survey & Basemap services including:
  - Update the survey and basemap provided during the site selection project due to construction at the northern end of the site, and to confirm topography at the connection of the water main loop north of MC-85.
  - Limits of survey are per the attached exhibit.
2. Water Main Extension Plans DD  
Dibble will design a public water main extension to City and MCESD standards, that will connect the City Main South of MC-85 and the existing main that serves the water treatment plant including:
  - Prepare a DD Set of plans for a 2,200 LF water main on the project site
  - Prepare a Preliminary Water report to go along with the extension plans
3. Water Main Extension Plans CD  
Dibble will finalize and design a public water main extension to City and MCESD standards, that will connect the City main south of MC-85 and the existing main that serves the water treatment plant including:
  - Finalize plans for MCESD review that cover water main extension, and on-site water and fire line connections, with profiles of the new water main
  - Water Design Report
  - Prepare Approval to Construct (ATC)
4. Water Main Extension Bidding/Permitting  
Dibble will perform Bidding/Permitting services including:
  - Coordinate AHJ provided civil review comments and meet with AHJ staff to resolve civil comments
  - Respond/address AHJ civil comments
  - Prepare civil permit resubmittal
  - Assist Owner/ Contractor in acquiring civil construction permits
  - Respond to bidding Contractor/Sub-Contractor civil related questions
5. Water Main Extension Limited CA  
Dibble will perform Construction Phase Services including:
  - Respond to Contractor requests for information (RFI's)
  - Review civil related Contractor submittals

6. Water Record Drawings Prepare civil related public water record drawings based on Contractor mark-ups
  - Seal plan as-builts as engineer of record
  - Prepare Approval of Construction (AOC)
7. Meetings/Site Visits
  - 3 ea. - 1 hour meetings/site visits

#### **ALLOWANCE/SUB-CONSULTANTS**

1. Pre-Application/Site Plan Review Allowance
  - An allowance to support and attend meetings for a pre-application and/or site plan review process, provide required civil documents to support the process, address city review comments.
  - It is assumed this process would be led by the Architect.
2. Fire Flow Test (sub-consultant allowance)
  - Fire flow test for building fire flow calculations, only to be used if the flow test from the site selection study is deemed to be expired.
3. MCDOT Allowance-Roadway Connection
  - Coordinate with MCDOT to understanding permitting requirements to connect onsite road to existing driveway on MC-85 which is within MCDOT ROW
4. SRP Allowance-Roadway and Water Connections
  - Coordinate with SRP for conflict review and permitting to build onsite roadway and water main extension through their easement and pipe near the MC85 driveway location
5. Street Light Plan Allowance-Roadway
  - An allowance to prepare a street light plan for the 1,600 LF on-site roadway.
6. Potholing- Water Main Extension (sub-consultant allowance)
  - Potholes for use in underground water main extension design in MC-85 (estimated 12 potholes), see attached scope

#### **VI. STRUCTURAL DESIGN PHASE SERVICES (BDA Design)**

##### **B.-D. SCHEMATIC DESIGN / DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENT PHASE**

1. Structural design of the superstructure and concrete slab including design for gravity loads, wind forces, and seismic forces in compliance with the California Building Code.
2. Foundation design based upon the project geotechnical report.
3. Structural design of site improvements including retaining walls, screen walls, and light pole foundations.
4. Prepare drawings for review of design at 30%, 60%, and 90% milestones, and participate in an online meeting at those milestones to review drawings and address comments.
5. Editing of applicable Division 3, Division 4, Division 5, and Division 31 specifications to coordinate with the project requirements.
6. Address any final comments and provide issued for construction drawings and calculations signed and sealed by a Arizona licensed structural engineer.

#### **VII. MECHANICAL DESIGN PHASE SERVICES (Applied Engineering Consultants)**

##### **A. SCHEMATIC DESIGN PHASE**

1. Perform HVAC and plumbing initial calculations and determine system type and space requirements for mechanical equipment. Provide initial plumbing

connection requirements, and schematic layout of systems. Review solar hot water feasibility and cost effectiveness. Review natural gas capacity required and site availability.

B. DESIGN DEVELOPMENT PHASE

1. Design Development Phase: Prepare diagrammatic plans and outline specifications including heating, ventilating and air conditioning systems, and building plumbing systems design.

C. CONSTRUCTION DOCUMENT PHASE

1. Construction Documents Phase: Prepare construction drawings and technical specifications including heating, ventilating and air conditioning systems, and building plumbing systems, and fire sprinkler system performance design.

D. BIDDING PHASE

1. Prepare mechanical addenda and clarification documents, interpret mechanical Drawings and Specifications where required to clarify the intent of construction documents.

VIII. ELECTRICAL DESIGN PHASE SERVICES  
(VOLTA US)

A. SCHEMATIC DESIGN PHASE

1. Review the program requirements developed by the Owner and Architect for the development of the Schematic Design Package.
2. Prepare our own analysis of the electrical systems as related to the program requirements and offer recommendations.
3. Prepare conceptual design descriptions of alternative electrical systems that will reduce costs and/or improve performance.
4. Attend meetings with the design team and Owner to obtain and coordinate information related to the electrical systems and site utilities in order to develop the Schematic Design package.
5. Contact utility companies to begin coordination of incoming services.
6. Prepare a narrative of the electrical systems as well as drawings that represent the power distribution system for the Schematic Design package.

B. DESIGN DEVELOPMENT PHASE

1. Attend meetings with the design team and Owner to obtain further information concerning system requirements for the electrical design.
2. Consult with inspection authorities to determine special code requirements.
3. Interface with other consultants to coordinate design of electrical systems with other building system requirements and/or features.
4. Obtain information from other consultants concerning electrical load requirements for equipment covered under their Divisions.
5. Coordinate space requirements with Architect for electrical and telecommunication rooms.
6. Layout electrical equipment to ensure that space allocated is sufficient.
7. Review lighting design requirements with the Architect and incorporate layout into our drawings.
8. Prepare an outline specification for electrical systems.
9. Prepare drawings to include the following:
  - Power single line diagram.
  - Site electrical plan
  - Electrical room layout plans
  - Floor plans with lighting and device layouts.

11. Perform review of independent electrical cost estimate.

C. CONSTRUCTION DOCUMENT PHASE

1. Attend meetings with the design team to obtain final information concerning system requirements for the electrical design.
2. Final interface with other consultants to coordinate connection requirements.
3. Final coordination and verification of incoming service requirements with utility companies.
4. Prepare complete set of construction drawings for electrical systems.
5. Prepare detailed construction specifications for electrical systems outlining materials and installation requirements.
6. Review documents with inspection authorities as required.

D. BIDDING PHASE

1. Interpret construction documents and prepare written response to questions.

IX. LANDSCAPE DESIGN PHASE SERVICES  
(Design Ethic)

A. SCHEMATIC DESIGN PHASE

**Schematic Design (30%)** – Design Ethic, in coordination with the overall consultant team will advance the design parameters for the project and establish the content for the initial schematic design. The schematic design will provide sufficient detail to establish an initial budget for the project elements.

**Schematic Design Coordination Meetings**– Design Ethic will attend project coordination meetings with the design team to review the design progress and overall status of the project. We are anticipating that these meeting will include design presentations and reviews, coordinating with other project disciplines, and discuss project issues and schedule.

B. CONSTRUCTION DOCUMENT PHASE

After City has approved the Schematic Design, Design Ethic will refine the site elements, hardscape, landscape and irrigation documents. All plans and details will be prepared in AutoCAD format. The drawing format will be 24" by 36" sized sheets. Final construction specifications will reference the MAG Standards and will be supplemented or modified with City standards as required.

Design Ethic anticipates that there will be three (3) submittals during the Design Development and Construction Document phase of the project. The first 60% submittal will be provided for team review and comments and coordination. The second 90% submittal will prepare the documents for City permit review and for bidding. And the third and final 100% submittal will prepare the documents for final construction. The construction document phase will be considered complete when we receive approved plans from the City of Tolleson.

**Landscape Plans** – Design Ethic will prepare the landscape construction documents that respond to the hardscape/site plan and any adjustments to the probable cost. The landscape plan will identify the final locations of play fields, inert groundcover for dust control and the location of new plant and relocated material. The plan will also include a complete plant key, materials schedule, and quantities. Design Ethic will provide installation details for all landscape components.

**Irrigation Plans** – Design Ethic will prepare an overall irrigation plan that reflects the field layout and the method of connection. The irrigation system will be connected to a water

source identified by City and may include a raw water connection to MWD. Design Ethic will provide design detail and coordination to incorporate the City's central control system.

X. ADDITIONAL DESIGN REQUIREMENTS / SERVICES

A. REIMBURSABLE EXPENSES

1. Design Reimbursable Allowance - LEA has included an allowance for travel and reimbursable expenses

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
LEA ARCHITECTS, LLC

(Fee Schedule + Fee Proposal)

MANHOUR BREAKDOWN  
BY TASK/PERSONNEL

FIRM: LEA-Architects LLC CLIENT: City of Tolleson  
PROJECT: Tolleson Utility Operations Building - Design and Construction Administration  
DATE: 8/23/2024 (revised 10.11.24)

LEA-ARCHITECTS LLC MANHOURS - Attachment B

| Tasks  | Description                                      | Project Principal | Sr. Project Manager | Project Architect | Job Captain | Sr. BIM / CAD Operator | BIM / CAD Operator | Clerical |  | TOTAL HOURS    | COST (HNTE)   | Engineering Fees (HNTE) | Additional Services (Req.) Fees (HNTE) | Additional Services (If Req.) / Allowances | TOTAL COST    |
|--------|--------------------------------------------------|-------------------|---------------------|-------------------|-------------|------------------------|--------------------|----------|--|----------------|---------------|-------------------------|----------------------------------------|--------------------------------------------|---------------|
|        |                                                  | \$225.00          | \$195.00            | \$185.00          | \$175.00    | \$165.00               | \$125.00           | \$85.00  |  |                |               |                         |                                        |                                            |               |
| 1.0    | Schematic Design (30% Design)                    |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A      | Tolleson Utility Operations Building             |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
|        | Schematic Design Phasing Plans                   |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            | \$ -          |
| A-1.1  | Site / Floor Plans / Sections / RCP              | 8.0               | 20.0                | 40.0              | 8.0         | 20.0                   | 80.0               | 0.0      |  | 176.0          | \$ 27,800.00  |                         |                                        |                                            | \$ 27,800.00  |
| A-1.2  | Schematic Design Modeling / Renderings           | 8.0               | 8.0                 | 40.0              | 6.0         | 40.0                   | 120.0              | 0.0      |  | 222.0          | \$ 33,410.00  |                         |                                        |                                            | \$ 33,410.00  |
| A-1.3  | Draft Specifications                             | 2.0               | 24.0                | 4.0               | 24.0        | 0.0                    | 0.0                | 1.0      |  | 55.0           | \$ 10,155.00  |                         |                                        |                                            | \$ 10,155.00  |
| A-1.4  | Design Coordination with Engineers / Consultants | 4.0               | 8.0                 | 6.0               | 8.0         | 10.0                   | 10.0               | 0.5      |  | 46.5           | \$ 7,912.50   |                         |                                        |                                            | \$ 7,912.50   |
| A-1.5  | Project Meetings with City of Tolleson           | 8.0               | 8.0                 | 8.0               | 4.0         | 0.0                    | 0.0                | 1.0      |  | 29.0           | \$ 5,625.00   |                         | \$ 150.00                              |                                            | \$ 5,775.00   |
| A-1.6  | Review /Coordinate Project Design Schedule       | 1.0               | 2.0                 | 1.0               | 2.0         | 0.0                    | 0.0                | 0.0      |  | 6.0            | \$ 1,150.00   |                         |                                        |                                            | \$ 1,150.00   |
| A-1.7  | Public Utility Coordination                      | 1.0               | 4.0                 | 1.0               | 2.0         | 0.0                    | 0.0                | 0.5      |  | 8.5            | \$ 1,582.50   |                         |                                        |                                            | \$ 1,582.50   |
| A-1.8  | Quality Control /Review                          | 2.0               | 2.0                 | 1.0               | 2.0         | 1.0                    | 1.0                | 0.5      |  | 9.5            | \$ 1,707.50   |                         |                                        |                                            | \$ 1,707.50   |
| A-1.9  | Tolleson (30% Design) Submittal Documentation    | 1.0               | 5.0                 | 12.0              | 4.0         | 20.0                   | 20.0               | 0.0      |  | 62.0           | \$ 9,920.00   |                         |                                        |                                            | \$ 9,920.00   |
|        | Civil Engineer Design Services (Dibble)          |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 5,778.00             |                                        |                                            | \$ 5,778.00   |
|        | Public Water - Additional Survey                 |                   |                     |                   |             |                        |                    |          |  |                |               |                         | \$ 2,560.00                            |                                            | \$ 2,560.00   |
|        | Pre-Application / Site Plan Review Allowance     |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 2,868.00                                | \$ 2,868.00   |
|        | Structural Engineer Design Services (BDA)        |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 16,000.00            |                                        |                                            | \$ 16,000.00  |
|        | Mech. Engineer Design Services (Applied Eng.)    |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 26,260.00            |                                        |                                            | \$ 26,260.00  |
|        | Electrical Engineer Design Services (Volta)      |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 13,380.00            |                                        |                                            | \$ 13,380.00  |
|        | Landscape Architect (Design Ethic)               |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 1,040.00             |                                        |                                            | \$ 1,040.00   |
|        | Schematic Design Cost Estimate (Ed Stankus)      |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 3,655.00                                | \$ 3,655.00   |
|        | SUB-TOTAL HOURS                                  | 35.0              | 81.0                | 113.0             | 60.0        | 91.0                   | 231.0              | 3.5      |  | 614.5          |               |                         |                                        |                                            |               |
|        | SUB-TOTAL COSTS                                  | \$7,875.00        | \$15,795.00         | \$20,905.00       | \$10,500.00 | \$15,015.00            | \$28,875.00        | \$297.50 |  | SUB-TOTAL COST | \$ 99,262.50  | \$ 62,458.00            | \$ 2,710.00                            | \$ 6,523.00                                | \$ 170,953.50 |
| 2.0    | Design Development (60% Submittal)               |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A      | Tolleson Utility Operations Building             |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A-2.1  | Review /Coord. Schem. Design Comments            | 2.00              | 2.0                 | 2.0               | 1.0         | 1.0                    | 1.0                | 1.0      |  | 10.0           | \$ 1,760.00   |                         |                                        |                                            | \$ 1,760.00   |
| A-2.2  | Design Development Submittal                     |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A-2.3  | Design Development Documents                     | 24.0              | 32.0                | 120.0             | 8.0         | 80.0                   | 200.0              | 1.0      |  | 465.0          | \$ 73,525.00  |                         |                                        |                                            | \$ 73,525.00  |
| A-2.4  | Draft Specifications                             | 2.0               | 24.0                | 6.0               | 16.0        | 0.0                    | 0.0                | 1.0      |  | 49.0           | \$ 9,125.00   |                         |                                        |                                            | \$ 9,125.00   |
| A-2.5  | Design Coordination with Engineers               | 2.0               | 20.0                | 4.0               | 20.0        | 10.0                   | 10.0               | 0.0      |  | 66.0           | \$ 11,490.00  |                         |                                        |                                            | \$ 11,490.00  |
| A-2.6  | Design Coord. w/ COT SCADA                       | 1.0               | 6.0                 | 2.0               | 6.0         | 4.0                    | 12.0               | 0.0      |  | 31.0           | \$ 4,975.00   |                         |                                        |                                            | \$ 4,975.00   |
| A-2.7  | Progress Project Meeting                         | 10.0              | 12.0                | 12.0              | 12.0        | 2.0                    | 2.0                | 1.0      |  | 51.0           | \$ 9,575.00   |                         | \$ 200.00                              |                                            | \$ 9,775.00   |
| A-2.8  | Constructability Review w/ CMAR                  | 6.0               | 12.0                | 4.0               | 12.0        | 4.0                    | 4.0                | 0.0      |  | 42.0           | \$ 7,690.00   |                         |                                        |                                            | \$ 7,690.00   |
| A-2.9  | Review /Coordinate Project Design Schedule       | 0.5               | 1.0                 | 0.0               | 1.0         | 0.0                    | 0.0                | 0.0      |  | 2.5            | \$ 482.50     |                         |                                        |                                            | \$ 482.50     |
| A-2.10 | Cost Estimate Coord. w/ CMAR                     | 2.0               | 4.0                 | 4.0               | 2.0         | 0.0                    | 0.0                | 0.0      |  | 12.0           | \$ 2,320.00   |                         |                                        |                                            | \$ 2,320.00   |
| A-2.11 | Public Utility Coordination                      | 0.5               | 6.0                 | 2.0               | 4.0         | 0.0                    | 0.0                | 0.5      |  | 13.0           | \$ 2,395.00   |                         |                                        |                                            | \$ 2,395.00   |
| A-2.12 | Quality Control Review                           | 4.0               | 8.0                 | 1.0               | 3.0         | 0.0                    | 0.0                | 0.5      |  | 16.5           | \$ 3,212.50   |                         |                                        |                                            | \$ 3,212.50   |
|        | Civil Engineer Design Services (Dibble)          |                   |                     |                   |             |                        |                    |          |  |                | \$ -          | \$ 23,578.00            |                                        |                                            | \$ 23,578.00  |
|        | Public Water Main Extension                      |                   |                     |                   |             |                        |                    |          |  |                |               |                         | \$ 5,272.00                            |                                            | \$ 5,272.00   |
|        | MCDOT Allowance - Roadway Connection             |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 3,000.00                                | \$ 3,000.00   |
|        | SRP Allowance - Roadway & Water Connection       |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 2,500.00                                | \$ 2,500.00   |
|        | Potholing Allowance - Public Water               |                   |                     |                   |             |                        |                    |          |  |                |               |                         | \$ 13,000.00                           |                                            | \$ 13,000.00  |
|        | Additional Fire Flow Testing                     |                   |                     |                   |             |                        |                    |          |  |                |               |                         | \$ 1,000.00                            |                                            | \$ 1,000.00   |
|        | Structural Engineer Design Services (BDA)        |                   |                     |                   |             |                        |                    |          |  |                | \$ -          | \$ 16,000.00            |                                        |                                            | \$ 16,000.00  |
|        | Mech. Engineer Design Services (Applied Eng.)    |                   |                     |                   |             |                        |                    |          |  |                | \$ -          | \$ 26,260.00            |                                        |                                            | \$ 26,260.00  |
|        | Electrical Engineer Design Services (Volta)      |                   |                     |                   |             |                        |                    |          |  |                | \$ -          | \$ 10,240.00            |                                        |                                            | \$ 10,240.00  |
|        | Sustainable Design Consultant (Quest Energy)     |                   |                     |                   |             |                        |                    |          |  |                | \$ -          |                         |                                        |                                            |               |
|        | Energy Modeling                                  |                   |                     |                   |             |                        |                    |          |  |                |               |                         | \$ 8,000.00                            |                                            | \$ 8,000.00   |
|        | LEA Coordination                                 |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 2,000.00                                | \$ 2,000.00   |
|        | Landscape Architect (Design Ethic)               |                   |                     |                   |             |                        |                    |          |  |                | \$ -          | \$ 2,789.00             |                                        |                                            | \$ 2,789.00   |
|        | Design Development Cost Estimate (Ed Stankus)    |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 6,290.00                                | \$ 6,290.00   |
|        | SUB-TOTAL HOURS                                  | 54.0              | 127.0               | 157.0             | 85.0        | 101.0                  | 229.0              | 5.0      |  | 758.0          |               |                         |                                        |                                            |               |
|        | SUB-TOTAL COSTS                                  | \$12,150.00       | \$24,765.00         | \$29,045.00       | \$14,875.00 | \$16,665.00            | \$28,625.00        | \$425.00 |  | SUB-TOTAL COST | \$ 126,550.00 | \$ 78,867.00            | \$ 27,472.00                           | \$ 13,790.00                               | \$ 246,679.00 |

MANHOUR BREAKDOWN  
BY TASK/PERSONNEL

| Tasks | Description                                                      | Project Principal | Sr. Project Manager | Project Architect | Job Captain | Sr. BIM / CAD Operator | BIM / CAD Operator | Clerical |  | TOTAL HOURS    | COST (HNTE)   | Engineering Fees (HNTE) | Additional Services (Req.) Fees (HNTE) | Additional Services (If Req.) / Allowances | TOTAL COST    |
|-------|------------------------------------------------------------------|-------------------|---------------------|-------------------|-------------|------------------------|--------------------|----------|--|----------------|---------------|-------------------------|----------------------------------------|--------------------------------------------|---------------|
|       |                                                                  | \$225.00          | \$195.00            | \$185.00          | \$175.00    | \$165.00               | \$125.00           | \$85.00  |  |                |               |                         |                                        |                                            |               |
| 3.0   | Construction Documents (90% / Pre-Final Submittal)               |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A     | Tolleson Utility Operations Building                             |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A-3.1 | Review /Coord. of D.D. Owner /User Comments                      | 2.0               | 4.0                 | 1.0               | 4.0         | 1.0                    | 1.0                | 1.0      |  | 14.0           | \$ 2,490.00   |                         |                                        |                                            | \$ 2,490.00   |
| A-3.2 | 90% Construction Documents Submittal (Drawings & Specs)          |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A-3.3 | Construction Document Drawings                                   | 12.0              | 8.0                 | 120.0             | 8.0         | 40.0                   | 220.0              | 1.0      |  | 409.0          | \$ 62,045.00  |                         |                                        |                                            | \$ 62,045.00  |
| A-3.4 | Design Coordination with Engineers                               | 8.0               | 48.0                | 40.0              | 40.0        | 20.0                   | 12.0               | 2.0      |  | 170.0          | \$ 30,530.00  |                         |                                        |                                            | \$ 30,530.00  |
| A-3.5 | Design Coord. w/ COT SCADA                                       | 4.0               | 4.0                 | 2.0               | 4.0         | 4.0                    | 8.0                | 0.0      |  | 26.0           | \$ 4,410.00   |                         |                                        |                                            | \$ 4,410.00   |
| A-3.6 | Project Meetings                                                 | 12.0              | 16.0                | 16.0              | 16.0        | 2.0                    | 2.0                | 1.0      |  | 65.0           | \$ 12,245.00  |                         | \$ 200.00                              |                                            | \$ 12,445.00  |
| A-3.7 | Review /Coordinate Project Design Schedule                       | 1.0               | 1.0                 | 0.0               | 1.0         | 0.0                    | 0.0                | 0.0      |  | 3.0            | \$ 595.00     |                         |                                        |                                            | \$ 595.00     |
| A-3.8 | Public Utility Coordination                                      | 2.0               | 8.0                 | 2.0               | 4.0         | 0.0                    | 0.0                | 0.5      |  | 16.5           | \$ 3,122.50   |                         |                                        |                                            | \$ 3,122.50   |
|       | Quality Control /Review                                          | 8.0               | 20.0                | 8.0               | 8.0         | 4.0                    | 4.0                | 1.0      |  | 53.0           | \$ 9,825.00   |                         |                                        |                                            | \$ 9,825.00   |
|       | Civil Engineer Design Services (Dibble)                          |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 29,542.00            |                                        |                                            | \$ 29,542.00  |
|       | Public Water Main Extension                                      |                   |                     |                   |             |                        |                    |          |  |                |               |                         | \$ 5,992.00                            |                                            | \$ 5,992.00   |
|       | Street Light Plan Allowance - Roadway                            |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 3,500.00                                | \$ 3,500.00   |
|       | Structural Engineer Design Services (BDA)                        |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 15,000.00            |                                        |                                            | \$ 15,000.00  |
|       | Mech. Engineer Design Services (Applied Eng.)                    |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 12,900.00            |                                        |                                            | \$ 12,900.00  |
|       | Electrical Engineer Design Services (Volta)                      |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 11,260.00            |                                        |                                            | \$ 11,260.00  |
|       | Sustainable Design Consultant (Quest Energy)                     |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
|       | Energy Modeling                                                  |                   |                     |                   |             |                        |                    |          |  |                |               |                         | \$ 4,000.00                            |                                            | \$ 4,000.00   |
|       | Commissioning                                                    |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 2,500.00                                | \$ 2,500.00   |
|       | LEA Coordination / Exhibits                                      |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 2,500.00                                | \$ 2,500.00   |
|       | Landscape Architect (Design Ethic)                               |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 2,685.00             |                                        |                                            | \$ 2,685.00   |
|       | 90% Const. Document Cost Estimate (Ed Stankus)                   |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        | \$ 8,075.00                                | \$ 8,075.00   |
|       |                                                                  |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
|       |                                                                  |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
|       | SUB-TOTAL HOURS                                                  | 49.0              | 109.0               | 189.0             | 85.0        | 71.0                   | 247.0              | 6.5      |  | 756.5          |               |                         |                                        |                                            |               |
|       | SUB-TOTAL COSTS                                                  | \$11,025.00       | \$21,255.00         | \$34,965.00       | \$14,875.00 | \$11,715.00            | \$30,875.00        | \$552.50 |  | SUB-TOTAL COST | \$ 125,262.50 | \$ 71,387.00            | \$ 10,192.00                           | \$ 16,575.00                               | \$ 223,416.50 |
| 4.0   | Construction Documents (100% / Finals Submittal)                 |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A     | Tolleson Utility Operations Building                             |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
| A-4.1 | Review /Coord. of D.D. Owner /User Comments                      | 1.0               | 4.0                 | 2.0               | 4.0         | 4.0                    | 4.0                | 1.0      |  | 20.0           | \$ 3,320.00   |                         |                                        |                                            | \$ 3,320.00   |
| A-4.2 | 95% Construction Documents Submittal (Drawings & Specs)          | 12.0              | 32.0                | 8.0               | 24.0        | 50.0                   | 110.0              | 1.0      |  | 237.0          | \$ 36,705.00  |                         |                                        |                                            | \$ 36,705.00  |
| A-4.3 | Design Coordination with Engineers                               | 2.0               | 8.0                 | 8.0               | 8.0         | 4.0                    | 2.0                | 1.0      |  | 33.0           | \$ 5,885.00   |                         |                                        |                                            | \$ 5,885.00   |
| A-4.4 | Project Meetings                                                 | 8.0               | 8.0                 | 2.0               | 8.0         | 0.0                    | 0.0                | 1.0      |  | 27.0           | \$ 5,215.00   |                         | \$ 50.00                               |                                            | \$ 5,265.00   |
| A-4.5 | Review /Coordinate Project Design Schedule                       | 1.0               | 1.0                 | 0.0               | 1.0         | 0.0                    | 0.0                | 0.0      |  | 3.0            | \$ 595.00     |                         |                                        |                                            | \$ 595.00     |
| A-4.6 | Quality Control /Review                                          | 1.0               | 4.0                 | 4.0               | 4.0         | 2.0                    | 2.0                | 1.0      |  | 18.0           | \$ 3,110.00   |                         |                                        |                                            | \$ 3,110.00   |
| A-4.7 | 100% Construction Documents (Permit Submittal (Drawings & Specs) | 0.5               | 12.0                | 4.0               | 12.0        | 20.0                   | 40.0               | 1.0      |  | 89.5           | \$ 13,677.50  |                         |                                        |                                            | \$ 13,677.50  |
| A-4.8 | COT Plan Review Submittals                                       | 0.0               | 4.0                 | 0.0               | 4.0         | 2.0                    | 2.0                | 1.0      |  | 13.0           | \$ 2,145.00   |                         |                                        |                                            | \$ 2,145.00   |
| A-4.9 | COT Plan Review Corrections                                      | 1.0               | 4.0                 | 0.0               | 4.0         | 20.0                   | 20.0               | 3.0      |  | 52.0           | \$ 7,760.00   |                         |                                        |                                            | \$ 7,760.00   |
|       | Civil Engineer Design Services (Dibble)                          |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 5,622.00             |                                        |                                            | \$ 5,622.00   |
|       | Public Water Main Extension                                      |                   |                     |                   |             |                        |                    |          |  |                |               |                         | \$ 3,192.00                            |                                            | \$ 3,192.00   |
|       | Structural Engineer Design Services (BDA)                        |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 4,900.00             |                                        |                                            | \$ 4,900.00   |
|       | Mech. Engineer Design Services (Applied Eng.)                    |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 4,740.00             |                                        |                                            | \$ 4,740.00   |
|       | Electrical Engineer Design Services (Volta)                      |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 6,655.00             |                                        |                                            | \$ 6,655.00   |
|       | Landscape Architect (Design Ethic)                               |                   |                     |                   |             |                        |                    |          |  |                |               | \$ 1,925.00             |                                        |                                            | \$ 1,925.00   |
|       |                                                                  |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
|       |                                                                  |                   |                     |                   |             |                        |                    |          |  |                |               |                         |                                        |                                            |               |
|       | SUB-TOTAL HOURS                                                  | 26.5              | 77.0                | 28.0              | 69.0        | 102.0                  | 180.0              | 10.0     |  | 492.5          |               |                         |                                        |                                            |               |
|       | SUB-TOTAL COSTS                                                  | \$5,962.50        | \$15,015.00         | \$5,180.00        | \$12,075.00 | \$16,830.00            | \$22,500.00        | \$850.00 |  | SUB-TOTAL COST | \$ 78,412.50  | \$ 23,842.00            | \$ 3,242.00                            | \$ -                                       | \$ 105,496.50 |

MANHOUR BREAKDOWN  
BY TASK/PERSONNEL

| Tasks | Description                                              | Project Principal | Sr. Project Manager | Project Architect | Job Captain | Sr. BIM / CAD Operator | BIM / CAD Operator | Clerical   |  | TOTAL HOURS    | COST (HNTE)   | Engineering Fees (HNTE) | Additional Services (Req.) Fees (HNTE)     | Additional Services (If Req.) / Allowances     | TOTAL COST    |
|-------|----------------------------------------------------------|-------------------|---------------------|-------------------|-------------|------------------------|--------------------|------------|--|----------------|---------------|-------------------------|--------------------------------------------|------------------------------------------------|---------------|
|       |                                                          | \$225.00          | \$195.00            | \$185.00          | \$175.00    | \$165.00               | \$125.00           | \$85.00    |  |                |               |                         |                                            |                                                |               |
| 5.0   | GMP / Bidding Assistance                                 |                   |                     |                   |             |                        |                    |            |  |                |               |                         |                                            |                                                |               |
| A     | Tolleson Utility Operations Building                     |                   |                     |                   |             |                        |                    |            |  |                |               |                         |                                            |                                                |               |
| A-5.1 | Coordinate /Review Contractor & Sub-contractor Questions | 4.0               | 10.0                | 2.0               | 4.0         | 8.0                    | 8.0                | 0.5        |  | 36.5           | \$ 6,282.50   |                         |                                            |                                                | \$ 6,282.50   |
| A-5.2 | Prepared Addenda                                         | 1.00              | 6.0                 | 0.0               | 4.0         | 8.0                    | 8.0                | 0.5        |  | 27.5           | \$ 4,457.50   |                         |                                            |                                                | \$ 4,457.50   |
| A-5.3 | Attend GMP Meeting                                       | 4.00              | 4.0                 | 0.0               | 2.0         | 0.0                    | 0.0                | 0.5        |  | 10.5           | \$ 2,072.50   |                         | \$ 25.00                                   |                                                | \$ 2,097.50   |
|       | Mechanical Coordination / Review GC Questions            |                   |                     |                   |             |                        |                    |            |  |                |               | \$ 1,560.00             |                                            |                                                |               |
|       | SUB-TOTAL HOURS                                          | 9.00              | 20.0                | 2.0               | 10.0        | 16.0                   | 16.0               | 1.5        |  | 74.5           |               |                         |                                            |                                                |               |
|       | SUB-TOTAL COSTS                                          | \$2,025.00        | \$3,900.00          | \$370.00          | \$1,250.00  | \$2,000.00             | \$2,000.00         | \$127.50   |  | SUB-TOTAL COST | \$ 12,812.50  | \$ 1,560.00             | \$ 25.00                                   | \$ -                                           | \$ 12,837.50  |
| Tasks | Description                                              | Project Principal | Sr. Project Manager | Project Architect | Job Captain | Sr. BIM / CAD Operator | BIM / CAD Operator | Clerical   |  | TOTAL HOURS    | COST (HNTE)   | Engineering Fees (HNTE) | Additional Services (Required) Fees (HNTE) | Additional Services (If Required) / Allowances | TOTAL COST    |
|       |                                                          | \$210.00          | \$185.00            | \$175.00          | \$170.00    | \$165.00               | \$120.00           | \$75.00    |  |                |               |                         |                                            |                                                |               |
|       |                                                          |                   |                     |                   |             |                        |                    |            |  |                |               |                         |                                            |                                                |               |
|       | TOTAL HOURS                                              | 138.5             | 333.0               | 376.0             | 249.0       | 290.0                  | 672.0              | 23.0       |  | 2081.5         |               |                         |                                            |                                                |               |
|       | TOTAL COSTS                                              | \$31,162.50       | \$64,935.00         | \$69,560.00       | \$43,575.00 | \$47,850.00            | \$84,000.00        | \$1,955.00 |  | TOTAL COST     | \$ 442,300.00 | \$ 238,114.00           | \$ 40,931.00                               | \$ 30,365.00                                   | \$ 759,383.00 |

TOTAL BASIC DESIGN / CONSTRUCTION ADMINISTRATION SERVICES (HNTE) FEE SUMMARY

Tolleson Utility Operations Building

|                                                     |               |
|-----------------------------------------------------|---------------|
| Architectural / Struct. / MPE Total Base Design Fee | \$ 607,455.00 |
| Civil Total Base Design Fee                         | \$ 64,520.00  |
| Landscape Architect Total Base Design Fee           | \$ 8,439.00   |
| TOTAL                                               | \$ 680,414.00 |

TOTAL REQUIRED ADDITIONAL SERVICES (HNTE) FEE SUMMARY

Tolleson Utility Operations Building

|                                              |              |
|----------------------------------------------|--------------|
| Sustainability Consultant Energy Modeling    | \$ 12,000.00 |
| Sustainability Consultant (LEA Coordination) | \$ 4,500.00  |
| Civil - Water Main Extension                 | \$ 17,016.00 |
| Civil - Potholing (Public Water)             | \$ 13,000.00 |
| Civil - Additional Fire Flow Test            | \$ 1,000.00  |
| Arch. Reimbursable Expenses (Allowance)      | \$ 625.00    |
| TOTAL                                        | \$ 48,141.00 |

TOTAL OPTIONAL ADDITIONAL SERVICES (HNTE) FEE SUMMARY

|                                                |               |
|------------------------------------------------|---------------|
| Sustainability Consultant Fundamental          |               |
| Commissioning (Design)                         | \$ 2,500.00   |
| Civil Allowances                               |               |
| (Site Plan Review / MCDOT/SRP Roadway / Street |               |
| Light                                          | \$ 11,868.00  |
| Cost Estimating                                | \$ 18,020.00  |
| TOTAL                                          | \$ 32,388.00  |
| Owner Allowance                                | \$ 100,000.00 |

BASIC DESIGN / REQUIRED & OPTIONAL ADDITIONAL SERVICES / OWNER ALLOWANCE TOTAL \$ 860,943.00



## CITY COUNCIL REPORT

**SUBJECT:** Ordinance No. 613 N.S. – Animal Control

**MEETING DATE:** January 14, 2025

**TO:** Mayor and Council

**FROM:** Rudy Mendoza, Public Safety Director/Police Chief

**REVIEWED:** Reyes Medrano Jr., City Manager

### PURPOSE:

The Police Department is requesting the adoption of Ordinance No. 613 N.S., amending the Tolleson City Code, by amending Chapter 9 Animals, Article 9-1 General Rules and Regulations, Section 9-1-20 Control of Cats; and Article 9-2 Cruelty and Neglect of Animals, Section 9-2-4 Neglect Prohibited and Section 9-2-7 Impounding and Disposing of Dogs and Cats; Reclaiming Impounded Dogs and Cats; Pound Fees; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties.

### BACKGROUND:

Current City Code 9-1-20 (C) - Control of Cats makes it the duty of the Animal Control Officer to catch and impound all cats found at-large within the city limits. However, entities do not exist that are willing to take custody of cats impounded pursuant to this code. Current City Code 9-1-20 (D) - Control of Cats states the City may require the payment of fees, vaccinations, and licenses for cats within the City limits, however, Maricopa County no longer requires vaccinations or licenses for cats. Current City Code 9-2-4 (C) - Neglect Prohibited excludes livestock and fowl from shelter requirements to protect animals throughout the year from injury and the elements. Current City Code 9-2-7 - Impounding and Disposing of Dogs and Cats; Reclaiming Impounded Dogs and Cats; Pound Fees addresses the impounding of stray dogs and cats, but does not provide for the impounding and disposition of animals abandoned as a result of the owner being arrested, hospitalization, eviction, or death in which no other person is identified or available to take custody of the animal.

### DISCUSSION:

By amending the outlined city code changes, the animal control officer would no longer be required, by code, to catch and impound at-large cats within the city limits, nor would the City be able to require the payment of fees, vaccinations, and/or licenses for cats within the City limits of Tolleson, thereby aligning with the policies of Maricopa County. Once 9-1-20 (B) and (C) are removed from the code, 9-1-20 (E) will be re-numbered to 9-1-20 (C). By removing "livestock and fowl are not included in this section" from 9-2-4 (C), any owned animal in the City would fall under the provisions listed in this section. Through the added language of 9-2-7 (D), enforcement agents will have the authority to seize, and impound for 72 hours, any animal that becomes abandoned as a result of the owner being arrested, hospitalization, eviction, or death in which no other person is available to exercise the property rights of the owner. The added code provides direction for the disposition of the animal whether or not the owner makes arrangements for reclaiming the impounded animal.

### BUDGET IMPACT:

This item has no additional budget impact.

**RECOMMENDATION:**

Staff recommends the City Council adopt Ordinance No. 613 N.S.

**ATTACHMENTS:**

1. Ord 613 N.S. Amending City Code, Ch. 9 - Control of Cats and Impounding and Disposing of Dog and Cats  
01 14 25

**ORDINANCE NO. 613 N.S.**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE TOLLESON CITY CODE, BY AMENDING CHAPTER 9 ANIMALS, ARTICLE 9-1 GENERAL RULES AND REGULATIONS, SECTION 9-1-20 CONTROL OF CATS; AND ARTICLE 9-2 CRUELTY AND NEGLECT OF ANIMALS, SECTION 9-2-4 NEGLECT PROHIBITED AND SECTION 9-2-7 IMPOUNDING AND DISPOSING OF DOGS AND CATS; RECLAIMING IMPOUNDED DOGS AND CATS; POUND FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.**

**WHEREAS**, the City of Tolleson, Arizona (the "City") desires to amend the City's Code to clarify the duties of the enforcement agent and the vaccinations or licensing required for cats in Maricopa County; and

**WHEREAS**, the City desires to amend the Code to provide for the seizure and impoundment of abandoned animals in certain circumstances.

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

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

Section 2. The Tolleson City Code, Chapter 9, Animals, is hereby amended by amending Article 9-1 General Rules and Regulations, Section 9-1-20 Control of Cats, to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

**CHAPTER 9: – ANIMALS**

**ARTICLE 9-1: – GENERAL RULES AND REGULATIONS**

**§ 9-1-20 – CONTROL OF CATS**

\* \* \*

~~(C) It shall be the duty of the enforcement agent to impound all cats found at large in violation of this chapter, or not in charge or under the care or control of some person in the street, alleys or other public places or vacant or enclosed lots in the city.~~

~~(D) The city may, by resolution, require the payment of appropriate fees, vaccinations and licenses for cats within the city limits.~~

~~(E)~~(C)-The Council specifically finds, by this section, that if any person is the owner or has possession of more than four cats in any dwelling or property less than one acre in size

within the city limits, that possession or ownership on the same property of any more than four cats shall be considered a public nuisance and that the nuisance shall be immediately abated. For purposes of this division, it is contemplated that newborn kittens shall not be counted until they reach the age of three months. The burden of establishing the birth date of any kitten shall be on the cat owner.

\* \* \*

Section 3. The Tolleson City Code, Chapter 9, Animals, by amending Article 9-2 Cruelty and Neglect of Animals, Section 9-2-4 Neglect Prohibited and Section 9-2-7 Impounding and Disposing of Dogs and Cats; Reclaiming Impounded Dogs and Cats; Pound Fees, to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

## **CHAPTER 9: – ANIMALS**

### **ARTICLE 9-2: – CRUELTY AND NEGLECT OF ANIMALS**

#### **§ 9-2-4 – NEGLECT PROHIBITED**

\* \* \*

(C) Provide access to natural or artificial shelter to the animal throughout the year. The shelter must be maintained in good repair to protect the animal from injury and the elements and must be of sufficient size to permit the animal to enter, stand, turn around and lie down in a natural manner. ~~Livestock and fowl are not included in this section;~~

\* \* \*

#### **§ 9-2-7 – IMPOUNDING AND DISPOSING OF DOGS AND CATS; RECLAIMING IMPOUNDED DOGS AND CATS; POUND FEES**

\* \* \*

(D) ANY ANIMAL ABANDONED AS A RESULT OF OWNER ARREST, HOSPITALIZATION, EVICTION OR DEATH IN WHICH NO OTHER PERSON HAS APPEARED TO EXERCISE THE OWNER'S PROPERTY RIGHTS OF THE ANIMAL MAY BE SEIZED BY AN ENFORCEMENT AGENT. ANIMALS ABANDONED IN THIS MANNER WILL BE HELD FOR 72 HOURS AND THE ANIMAL MAY BE TEMPORARILY PLACED WITH AN IMPOUND FACILITY UNTIL RECLAIMED BY THE OWNER OR THEIR DESIGNEE AND THE IMPOUND OR CARETAKER FEES ARE PAID. UNCLAIMED ANIMALS SHALL BE DISPOSED OF OR REHOMED AS DETERMINED BY THE CITY.

Section 4. Providing for Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances and resolutions in conflict with the provisions of this Ordinance, or any part of the City Code adopted here by reference, are repealed.

Section 5. Providing for Severability.

If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Providing for Penalties.

Pursuant to Section 1-1-8 of the Tolleson City Code, any person found guilty of violating any provisions of this ordinance shall be guilty of a class one misdemeanor and, upon conviction, shall be punished pursuant to the terms set forth in the A.R.S. § 13-707, § 13-802, and § 13-902, as amended. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

Section 7. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of January, 2025.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Justin Pierce, City Attorney

## **Sandpiper: Tolleson Echo Suites Project Narrative**

Sandpiper, LLC (the developer) is proposing to construct a 124 room Echo Suites Extended Stay by Wyndham on parcel 102-47-076, located on the Southeast corner of W McDowell Road and N 91st Ave in Tolleson. Echo Suite is a new midscale extended stay concept that we at Sandpiper have worked closely with Wyndham in developing. We strongly believe it will thrive in the area and serve a significant market need in Tolleson

The building we are proposing would be a four story, wood-built hotel with a ground floor area of approximately 13,000 square feet (Approx 50,204 SF total). We intend to construct over 127 parking spaces for guest and employee parking, with on-site amenities to include a workout room, on-site laundry, vending, and electric vehicle chargers.

As part of the extended stay concept, each room will provide guests with a full refrigerator and cooking area (cooktop and microwave), as well as ample closet and working space, making it an ideal choice for guests looking for a length of stay of more than 2-3 days. We intend to have the property managed by our world-class property management company, Sandpiper Hospitality.

### **Echo Suites Extended Stay by Wyndham**

Echo Suites is Wyndham's 24th brand and fastest growing brand in the development pipeline. Sandpiper is currently constructing its first Echo Suites in Richmond, VA, which is scheduled to open in early January, with other Echo Suites under construction and scheduled to open in 2025 in Sterling VA, Reno NV, and Peoria AZ.

Sandpiper has worked closely with Wyndham to design Echo Suites and believe it will be the premier brand in the extended stay space, in terms of market share, appearance, and guest experience. From the genesis of the brand, Wyndham has asked for our feedback to ensure they constructed a product that is tailor-made to have success in the extended stay sector. We believe this has led to a brand with an emphasis on guest safety, in-room entertainment, and high-end furniture & fixtures.

From the outset our intent has been to fulfill guest demand for higher quality in the extended stay space for the business traveler in industries such healthcare, construction and development, and education – something we believes will set us apart from lower end economy extended stay and the negative connotations associated with those properties.

Sandpiper is contracted to be the largest Echo Suites developer based on our current commitment, with agreements in place to be the sole Echo Suites developer in 8 major markets, including the Greater Phoenix MSA.

As a new brand, relatively few Echo Suites are open nationwide. However, early reviews for open Echo Suites in Plano Texas and Spartanburg, SC (with the latter managed by Sandpiper Hospitality) have been strong.

For additional information about Echo Suites as a brand, please visit Wyndham's official website: <https://development.wyndhamhotels.com/brand/echo-suites-extended-stay-by-wyndham/>

**About Us:  
Sandpiper LLC**

Sandpiper, LLC is an industry leading developer and manager of midscale and economy extended stay hotels headquartered in Richmond, VA. Since 2008, Sandpiper has been developing, acquiring, owning, and operating extended stay hotels as sponsor through numerous private investment funds. Over the last 14 years, Sandpiper has developed 14 extended stay hotels and acquired 20 extended stay hotels across 10 states and five national hotel brands, including Marriott and Choice.

Sandpiper has now turned its development sights to Echo Suites Extended Stay by Wyndham, a new midscale extended stay concept that we believe to be a significant improvement over brands like Woodspring Suites, which comprises a large percentage of our current portfolio. Sandpiper has played an integral role in the development of Echo Suites with Wyndham and has an agreement with Wyndham to build over 30 Echo Suites over the next five years across multiple trade areas, with Tolleson being among the markets we are most excited about.

For more information on Sandpiper, our current and future properties, and history, please visit our website:

<https://sandpiperlodgingtrust.com/>

**Sandpiper Hospitality**

In addition to development and acquisition, Sandpiper hotels are managed by Sandpiper Hospitality, an affiliated property management company. Since 2012, Sandpiper Hospitality has built its management capabilities to become one of, if not the, leading management company in the extended stay segment. Now managing over fifty properties, we believe Sandpiper Hospitality will allow our new Echo Suites hotels to be one of the cleanest and most efficiently run properties in the industry.

Please more information on Sandpiper Hospitality, please visit our website:

<https://www.sandpiperhospitality.com/>

# ECHO SUITES : TOLLESON, AZ

---

PROTOTYPE DESIGN FINALIZATION

**CLIENT: SANDPIPER HOSPITALITY**

**12.10.2024 - ELEVATIONS**

---

RENDER

|                 |               |
|-----------------|---------------|
| BUILDING LENGTH | 249' - 11" FT |
| BUILDING DEPTH  | 52' - 0" FT   |
| FLOORS          | 4 STORY       |
| GUESTROOMS      | 124           |



CLIENT: SANDPIPER HOSPITALITY

ECHO SUITES - HOTEL BY WYNDHAM

TOLLESON, AZ

modus architecture

THIS DRAWING IS CONCEPTUAL AND SHOULD ONLY BE USED AS AN INFORMATIVE REFERENCE. INFORMATION SHOULD NOT BE CONSTRUED AS DOCUMENTATION TOWARDS CITY APPROVALS, PERMITTING OR CONSTRUCTION.

DATE: 12/10/2024

2

ELEVATION

BUILDING FOOTPRINT  
BUILDING HEIGHT

12,398 SF  
48' - 6"



FRONT ELEVATION: 4 STORY



EIFS

|                                                                                                                                      |                                                                                                                                       |                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <div>EIF01</div> <div>MANUF: DRYVIT</div> <div>EXTERIOR EIFS</div> <div>TEXTURE: SANDBLAST</div> <div>COLOR: 103 NATURAL WHITE</div> | <div>EIF02</div> <div>MANUF: DRYVIT</div> <div>EXTERIOR EIFS</div> <div>TEXTURE: SANDBLAST</div> <div>COLOR: SW 7674 PEPPERCORN</div> | <div>EIF03</div> <div>MANUF: DRYVIT</div> <div>EXTERIOR EIFS</div> <div>TEXTURE: SANDBLAST</div> <div>COLOR: SW 66459 JADITE</div> |
| <div>EIF04</div> <div>MANUF: DRYVIT</div> <div>EXTERIOR EIFS</div> <div>TEXTURE: SANDBLAST</div> <div>COLOR: #616 KING'S GRAY</div>  |                                                                                                                                       |                                                                                                                                    |

CLIENT: SANDPIPER HOSPITALITY

ECHO SUITES - HOTEL BY WYNDHAM

TOLLESON, AZ

modus architecture

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DATE: 12/10/2024

3

ELEVATION



BACK ELEVATION: 4 STORY

EIFS

|                                                                                                                     |                                                                                                                      |                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <div></div> <div>EF01<br/>MANUF: DRYVIT<br/>EXTERIOR EIFS<br/>TEXTURE: SANDBLAST<br/>COLOR: 103 NATURAL WHITE</div> | <div></div> <div>EF02<br/>MANUF: DRYVIT<br/>EXTERIOR EIFS<br/>TEXTURE: SANDBLAST<br/>COLOR: SW 7674 PEPPERCORN</div> | <div></div> <div>EF03<br/>MANUF: DRYVIT<br/>EXTERIOR EIFS<br/>TEXTURE: SANDBLAST<br/>COLOR: SW 66459 JADITE</div> |
| <div></div> <div>EF04<br/>MANUF: DRYVIT<br/>EXTERIOR EIFS<br/>TEXTURE: SANDBLAST<br/>COLOR: #616 KING'S GRAY</div>  |                                                                                                                      |                                                                                                                   |

CLIENT: SANDPIPER HOSPITALITY

ECHO SUITES - HOTEL BY WYNDHAM

TOLLESON, AZ

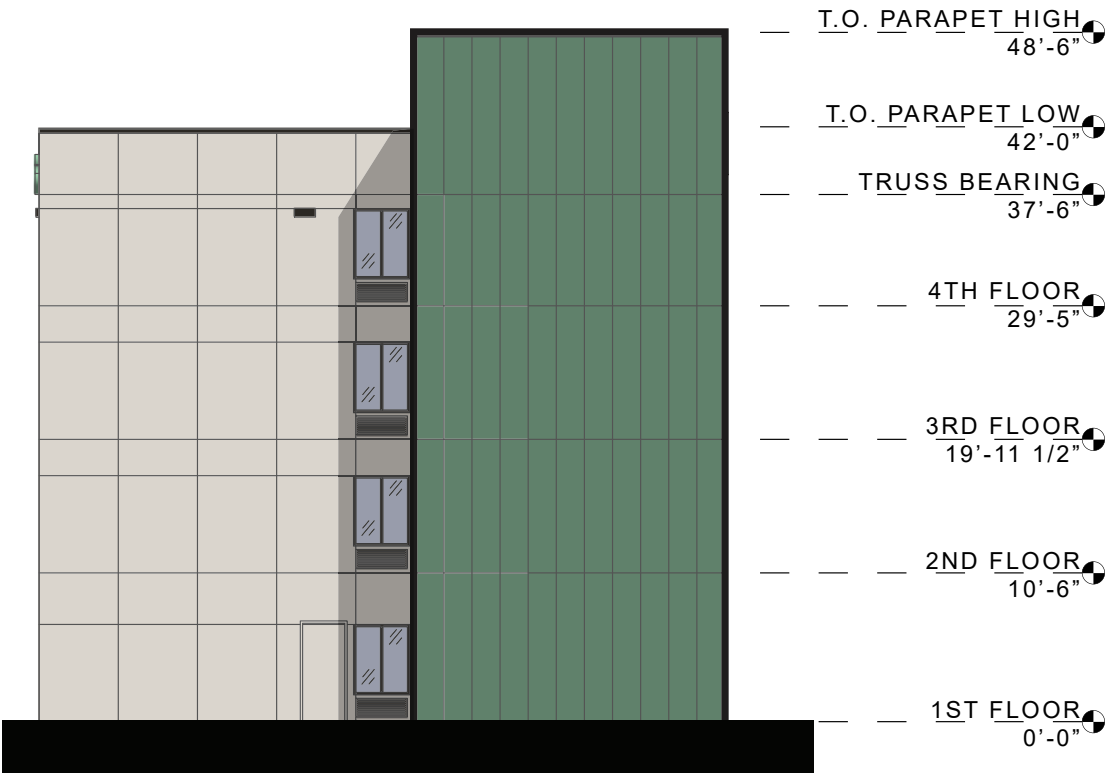
modus architecture

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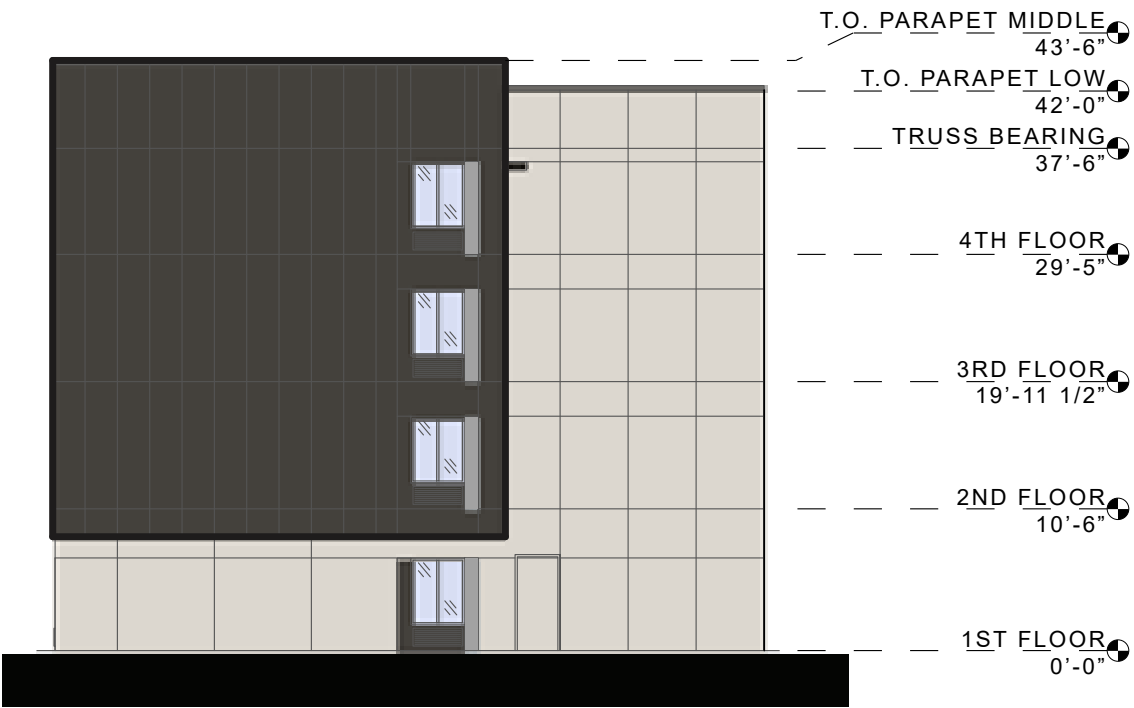
DATE: 12/10/2024

4

ELEVATION



LEFT ELEVATION: 4 STORY



RIGHT ELEVATION: 4 STORY



EIFS

|  |                                                                                          |  |                                                                                           |  |                                                                                        |
|--|------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------|
|  | EF01<br>MANUF: DRYVIT<br>EXTERIOR EIFS<br>TEXTURE: SANDBLAST<br>COLOR: 103 NATURAL WHITE |  | EF02<br>MANUF: DRYVIT<br>EXTERIOR EIFS<br>TEXTURE: SANDBLAST<br>COLOR: SW 7674 PEPPERCORN |  | EF03<br>MANUF: DRYVIT<br>EXTERIOR EIFS<br>TEXTURE: SANDBLAST<br>COLOR: SW 66459 JADITE |
|  | EF04<br>MANUF: DRYVIT<br>EXTERIOR EIFS<br>TEXTURE: SANDBLAST<br>COLOR: #616 KING'S GRAY  |  |                                                                                           |  |                                                                                        |

CLIENT: SANDPIPER HOSPITALITY

ECHO SUITES - HOTEL BY WYNDHAM

TOLLESON, AZ

modus architecture

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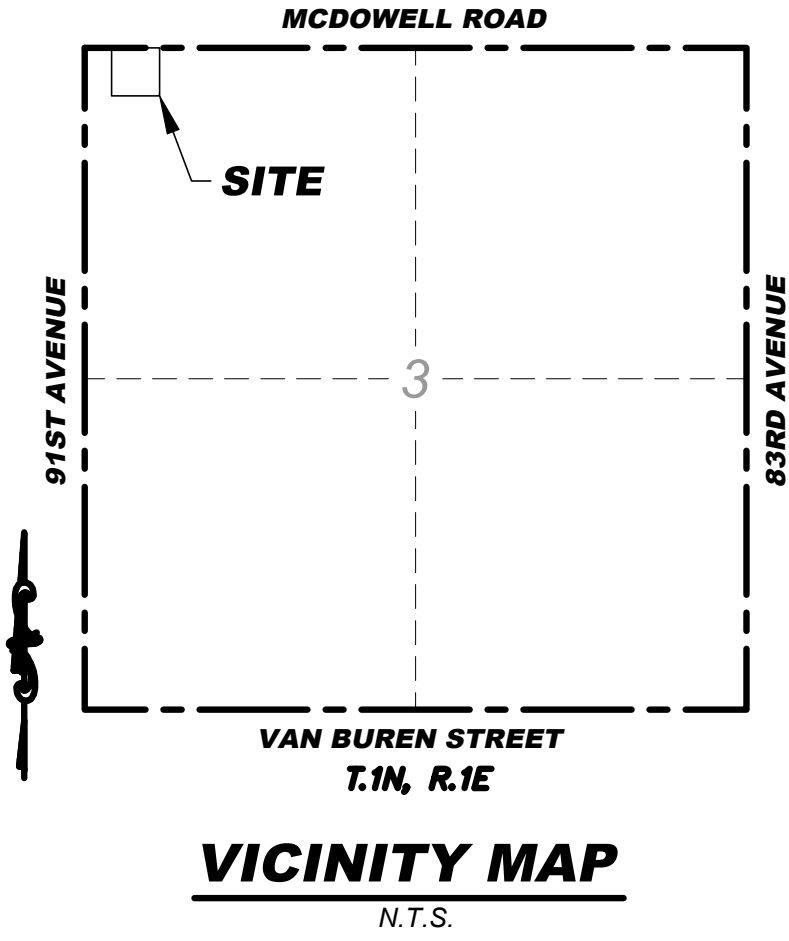








SITE PLAN FOR  
ECHO SUITES TOLLESON  
SEC 91ST AVENUE AND MCDOWELL ROAD TOLLESON, ARIZONA  
A PORTION NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE  
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



SITE ANALYSIS

PROJECT DESCRIPTION:  
THE PROJECT CONSISTS OF THE CONSTRUCTION OF A NEW FOUR-STORY HOTEL WITH ALL REQUIRED GRADING & DRAINAGE, UTILITY AND PAVING IMPROVEMENTS.

ADDRESS:  
SEC 91ST AVENUE AND MCDOWELL ROAD  
TOLLESON, ARIZONA 85353  
APN: 102-47-076

LAND USE: HOTEL  
ZONING: PLANNED AREA DEVELOPMENT (PAD)

SITE AREA:  
GROSS AREA: 160,280 SF (3.679 AC)  
NET AREA: 92,900 SF (2.133 AC)  
BUILDING AREA: 12,788 SF

PARKING/LOADING:  
REQUIRED:  
1 SPACE/PER GUEST ROOM  
+ 1 SPACE/2 EMPLOYEES (6 EMP. X 1 SPACE/2 EMP.) + 3 SPACES  
TOTAL REQUIRED: = 127 SPACES  
PROVIDED: = 132 SPACES

ACCESSIBLE PARKING REQUIRED: 1 SPACE/25 SPACES = 5 SPACES  
ACCESSIBLE PARKING PROVIDED: = 5 SPACES

LOADING SPACE REQUIRED: = 0 SPACE  
LOADING SPACE PROVIDED: = 0 SPACE

LEGAL DESCRIPTION

PARCEL NO. 1:  
LOTS 1 AND 3, AND TRACT A, PLAZA 91, ACCORDING TO BOOK 1336 OF MAPS, PAGE 33, RECORDS OF MARICOPA COUNTY, ARIZONA.  
PARCEL NO. 2:  
AN EASEMENT FOR INGRESS, EGRESS, UTILITIES, AND APPURTENANT FACILITIES, APPURTENANT TO PARCEL NO. 1, AS SET FORTH IN EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017-0571734, RECORDS OF MARICOPA COUNTY, ARIZONA, OVER THAT PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 3 BEARS SOUTH 88°59'35" W A DISTANCE OF 2641.29 FEET;  
THENCE SOUTH 88°59'35" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 551.54 FEET;  
THENCE SOUTH 01°00'25" EAST A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 55.00 FEET OF SAID NORTHWEST QUARTER;  
THENCE SOUTH 88°59'35" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1072.21 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 01°00'25" EAST A DISTANCE OF 270.00 FEET;  
THENCE SOUTH 88°59'35" WEST A DISTANCE OF 28.00 FEET;  
THENCE NORTH 01°00'25" WEST A DISTANCE OF 270.00 FEET TO A POINT ON SAID SOUTH LINE;  
THENCE NORTH 88°59'35" EAST ALONG SAID SOUTH LINE A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING.  
PARCEL NO. 3:  
LOT 1, PLAZA 91 EAST, ACCORDING TO BOOK 1478 OF MAPS, PAGE 7, RECORDS OF MARICOPA COUNTY, ARIZONA.

SURVEY NOTES

- THE SURVEY FOR THIS PROJECT WAS PERFORMED BY:  
RICK  
2401 WEST PEORIA AVENUE, #130  
PHOENIX, ARIZONA 85029  
PH: 602-957-3350  
CONTACT: JARED P. HANSMANN, R.L.S.
- THE BASIS OF BEARINGS FOR THIS PROJECT IS THE MONUMENT LINE OF MCDOWELL ROAD, ALSO BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, USING A BEARING OF NORTH 88°59'35" EAST.
- THE BASIS OF ELEVATION FOR THIS PROJECT IS THE CITY OF PEORIA BENCHMARK NO. 8263 BEING A 3" BRASS CAP IN HANDHOLE LOCATED AT THE INTERSECTION OF 75TH AVENUE & THUNDERBIRD ROAD HAVING AN ELEVATION OF 1186.98, NAVD88.

BENCHMARK

THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF PEORIA BENCHMARK NO. 8263 BEING A 3" BRASS CAP IN HANDHOLE LOCATED AT THE INTERSECTION OF 75TH AVENUE & THUNDERBIRD ROAD HAVING AN ELEVATION OF 1186.98, NAVD88.

ZONING ANALYSIS

THE SETBACKS ARE BASED ON SECTION 12-4-44 (TOLLESON ZONE C-2) OF THE TOLLESON, AZ CODE OF ORDINANCES, APPROVED JANUARY 24, 2024

REQUIRED BUILDING SETBACKS:  
FRONT (STREET) SETBACKS: 25' 133' (91ST AVENUE)  
REAR 0' 212' (MCDOWELL ROAD)  
N/A

BUILDING HEIGHT ALLOWED: 30'

FLOODPLAIN INFORMATION

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 04013C2160L, DATED OCTOBER 16, 2013 THE PARCEL IS LOCATED IN THE ZONE X (SHADED) AREA, WHICH IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.  
AND  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 04013C2160L, DATED OCTOBER 16, 2013 THE PARCEL IS LOCATED IN THE ZONE AH AREA, WHICH IS DEFINED AS AREAS SUBJECT TO INUNDATION BY 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING (USUALLY AREAS OF PONDING) WHERE AVERAGE DEPTHS ARE BETWEEN ON AND THREE FEET. BASE FLOOD ELEVATION (BFES) DERIVED FROM DETAILED HYDRAULIC ANALYSES ARE SHOWN IN THIS ZONE. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS AND FLOODPLAIN MANAGEMENT STANDARDS APPLY.  
AND  
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 04013C2180L, DATED OCTOBER 16, 2013 THE PARCEL IS LOCATED IN THE ZONE X (SHADED) AREA, WHICH IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

GENERAL NOTES

- ALL SIGNS BY SEPARATE PERMIT. SIGNS DEPICTED ON THIS PLAN ARE FOR INFORMATIONAL PURPOSES ONLY.
- NO RETENTION IS ALLOWED IN RIGHT-OF-WAY'S (ROW) OR PUBLIC UTILITY EASEMENTS (PUE).
- RETENTION BASINS MUST DRAIN WITHIN 36 HOURS.
- DRYWELLS MUST BE REGISTERED WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY.
- BUY-IN AND ASSESSMENT CHARGES SHOULD BE PAID AT THE TIME A PERMIT IS ISSUED. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO REQUEST THE CITY FOR ANY CHARGES THAT MAY BE DUE.
- ALL BUILDINGS AND STRUCTURES SHALL CONFORM TO THE APPLICABLE BUILDING CODES FOR LOCATION, AREA, OCCUPANCY AND SEPARATION REQUIREMENTS.
- ALL BUILDINGS ARE REQUIRED TO HAVE AN APPROVED FIRE SPRINKLER SYSTEM INCLUDING BACKFLOW PREVENTION.
- HANDICAPPED FACILITIES SHALL BE IN ACCORDANCE WITH BUILDING CODE REGULATIONS AND THE AMERICANS WITH DISABILITIES ACT (ADA). THE APPLICANT/OWNER IS RESPONSIBLE FOR THE PROJECT BEING IN COMPLIANCE TO ADA REQUIREMENTS.
- ALL BUILDINGS AND STRUCTURES SHALL CONFORM TO THE INTERNATIONAL FIRE CODE, 2003 EDITION, (IFC), CITY OF PEORIA AMENDMENTS TO THE IFC AND NATIONALLY RECOGNIZED CODES AND STANDARDS.
- FIRE APPARATUS ACCESS ROADS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT. THE MINIMUM STANDARDS SHALL COMPLY WITH SECTIONS 503.1 AND 503.2 OF THE INTERNATIONAL FIRE CODE WITH CITY OF PEORIA AMENDMENTS.
- KEY BOXES ARE TO BE INSTALLED ON ALL SIDES OF A STRUCTURE WHERE THERE ARE ACCESS DOORS. A FULL SET OF KEYS TO OPEN ALL AREAS INSIDE AND OUTSIDE THE STRUCTURE, TO INCLUDE THE FIRE ALARM PANEL, SHALL BE PLACED INSIDE THE KEY BOX. KEY BOXES ARE TO BE LOCATED NO HIGHER THAN 60 INCHES ABOVE FINISHED GRADE.
- ONSITE LIGHTING SHALL BE DARK SKY COMPLIANT.
- THIS PROJECT LIES WITHIN SUNRISE WATER AND CITY OF PEORIA SEWER SERVICE AREA.

LEGEND

|       |                                       |   |                             |
|-------|---------------------------------------|---|-----------------------------|
| ----- | PROJECT RIGHT-OF-WAY                  | ⊙ | NEW SEWER MANHOLE           |
| ----- | EXISTING RIGHT-OF-WAY                 | ⊙ | NEW SEWER CLEANOUT          |
| ----- | PROJECT/NEW PROPERTY LINE             | ⊏ | NEW SEWER STUB              |
| ----- | EXISTING PROPERTY LINE                | ⊗ | NEW WATER VALVE             |
| ----- | ROADWAY CENTERLINE                    | ⊠ | NEW WATER METER             |
| ----- | EXISTING EASEMENT                     | ⊡ | NEW BACKFLOW PREVENTER      |
| ----- | EXISTING MINOR CONTOUR                | ⊢ | NEW FIRE HYDRANT            |
| ----- | EXISTING MAJOR CONTOUR                | ⊣ | NEW FIRE CONNECTION         |
| ----- | NEW CONTOUR                           | ⊤ | NEW FIRE BACKFLOW PREVENTER |
| ----- | EXISTING CONCRETE                     | ⊥ | NEW WATER STUB              |
| ----- | EXISTING WALL                         | ▶ | NEW REDUCER                 |
| ----- | NEW ASPHALT                           | ⊞ | NEW STORM DRAIN MANHOLE     |
| ----- | NEW CONCRETE                          | ⊟ | NEW DRYWELL                 |
| ----- | NEW WALL                              | ⊠ | NEW GAS VALVE               |
| ----- | EXISTING CURB                         | ⊡ | NEW GAS METER               |
| ----- | EXISTING PAINT STRIPE                 | ⊢ | NEW TRANSFORMER             |
| ----- | EXISTING FENCE                        | ⊣ | NEW SIGN                    |
| ----- | NEW CURB                              | ⊤ | NEW SITE LIGHT              |
| ----- | NEW PAINT STRIPE                      | ⊥ | NEW STREET LIGHT            |
| ----- | EXISTING STORM DRAIN PIPE             | ○ | SURVEY MONUMENT AS NOTED    |
| ----- | EXISTING UNDERGROUND ELECTRIC         | ⊙ | SPOT ELEV. (EXIST. GRADE)   |
| ----- | EXISTING OVERHEAD ELECTRIC            | ⊙ | SPOT ELEV. (NEW GRADE)      |
| ----- | EXISTING SEWER LINE                   | ⊙ | RIGHT-OF-WAY                |
| ----- | EXISTING WATER LINE                   | ⊙ | BACK OF CURB                |
| ----- | NEW STORM DRAIN PIPE                  | ⊙ | SIDEWALK                    |
| ----- | NEW SEWER LINE                        | ⊙ | RECORDED VALUE              |
| ----- | NEW WATER LINE                        | ⊙ | MEASURED VALUE              |
| ----- | NEW FIRE SERVICE                      | ⊙ | RADIUS                      |
| ----- | NEW GAS LINE                          | ⊙ | PAVEMENT (ASPHALT)          |
| ----- | EXISTING SEWER MANHOLE                | ⊙ | CONCRETE                    |
| ----- | EXISTING WATER MANHOLE                | ⊙ | GUTTER                      |
| ----- | EXISTING WATER VALVE                  | ⊙ | TOP OF CURB                 |
| ----- | EXISTING WATER METER                  | ⊙ | FINISHED GRADE              |
| ----- | EXISTING BACKFLOW PREVENTER           | ⊙ | TOP OF FOOTING              |
| ----- | EXISTING FIRE HYDRANT                 | ⊙ | TOP OF WALL                 |
| ----- | EXISTING FIRE BACKFLOW PREVENTER      | ⊙ | LOW POINT                   |
| ----- | EXISTING STORM DRAIN MANHOLE          | ⊙ | HIGH POINT                  |
| ----- | EXISTING SIGN                         | ⊙ | GRADE BREAK                 |
| ----- | EXISTING STREET LIGHT                 | ⊙ | FINISHED FLOOR ELEVATION    |
| ----- | EXISTING TRAFFIC SIGNAL STRUCTURE     | ⊙ | FINISH GRADE HIGH           |
| ----- | EXISTING ELECTRIC MANHOLE             | ⊙ | FINISH GRADE LOW            |
| ----- | EXISTING ELECTRIC PULL BOX            | ⊙ | PUBLIC UTILITY EASEMENT     |
| ----- | EXISTING COMMUNICATION PULL BOX/VAULT | ⊙ | MATCH EXISTING              |
| ----- | EXISTING COMMUNICATION MANHOLE        | ⊙ | RIM                         |
| ----- | EXISTING TRAFFIC LIGHT PULL BOX       | ⊙ | INVERT                      |
| ----- | EXISTING UTILITY POLE                 | ⊙ | LENGTH                      |
| ----- |                                       | ⊙ | SLOPE                       |

CIVIL ENGINEER

RICK  
2401 WEST PEORIA AVENUE, #130  
PHOENIX, ARIZONA 85029  
PH: 602-957-3350  
ATTN: JEFF HUNT, PE

UTILITIES

WATER: CITY OF TOLLESON  
SEWER: CITY OF TOLLESON  
ELECTRIC: SALT RIVER PROJECT  
GAS: SOUTHWEST GAS  
TELEPHONE: CENTURYLINK  
CABLE: COX COMMUNICATIONS

SHEET INDEX

- COVER SHEET
- SITE PLAN
- DETAILS



2401 W PEORIA AVE, SUITE 130  
PHOENIX, AZ 85029

602-957-3350  
rickengineering.com



ECHO SUITES TOLLESON  
NEC 91ST AVENUE AND MCDOWELL ROAD  
TOLLESON, ARIZONA 85353  
CITY OF TOLLESON



DRAWING NO.  
C1  
SHEET NO. 1 OF 3

91ST AVENUE

N 00°11'21" W 2707.84'

FOUND BRASS CAP IN  
HANDHOLE NORTHWEST CORNER  
OF SECTION 3, T1N, R1E

MCDOWELL ROAD

N 88°59'35" E 2641.32' (BASIS OF BEARING)

EXISTING 8" PUBLIC  
UTILITY EASEMENT

N 88°59'35" E 455.31'

211.97'

S 88°59'35" W 282.00'

S 88°59'35" W 89.05'

S 01°00'25" W 25.00'

S 88°59'35" W 83.91'

N 01°00'25" W 368.23'

N 01°08'04" W 313.98'

24.00' 18.00' 18.00' 26.00'

PROPOSED BUILDING  
12,788 SF

55.44'

FOUND BRASS CAP  
FLUSH WEST QUARTER OF  
SECTION 3, T1N, R1E

N 69°55'30" W 90.35'

N 87°38'42" W 370.95'

EXISTING 12" PUBLIC  
UTILITY EASEMENT MCR  
DOC 88-230747

KEYNOTES

- 1 PRIMARY BUILDING ENTRANCE.
- 2 EXISTING CURB TO REMAIN.
- 3 NEW ASPHALT PAVEMENT.
- 4 NEW CONCRETE PAVEMENT.
- 5 NEW CONCRETE VERTICAL CURB.
- 6 NEW CONCRETE VERTICAL CURB AND GUTTER.
- 7 NEW VALLEY GUTTER.
- 8 NEW CONCRETE SIDEWALK.
- 9 NEW ACCESSIBLE ACCESS RAMP.
- 10 NEW TRASH ENCLOSURE.
- 11 NEW ACCESSIBLE PARKING.
- 12 NEW ADA PARKING SIGN.
- 13 NEW SIGN.
- 14 NEW 5' ADA PEDESTRIAN PATH.



2401 W PEORIA AVE, SUITE 130  
PHOENIX, AZ 85029

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rickengineering.com



SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO  
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

PROJECT NO: 7235 DRAWN/DESIGNED BY: JH  
DATE: 09/27/2024 CHECKED BY: CN

ECHO SUITES TOLLESON  
NEC 91ST AVENUE AND MCDOWELL ROAD  
TOLLESON, ARIZONA 85353  
CITY OF TOLLESON

SITE PLAN

SITE PLAN PREPARED FOR:



DRAWING NO.  
SP1  
SHEET NO. 2 OF 3



»» 4040 N. CENTRAL EXPY, STE 720  
DALLAS, TEXAS 75204  
**modus** architecture

**CONTACT:**

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