



CITY OF TOLLESON

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

**TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, FEBRUARY 11, 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)**

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F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Check Presentation to Tolleson Union High School Automotive Program – Randy Babchuk, Field Operations/Parks & Recreation Director
2. West Valley Arts Council Gallery 37 Program – Pilar Sinawi, Deputy City Manager/Chief Government Affairs Officer
3. Proclamation declaring February 2025 as Black History Month in the City of Tolleson with this year's theme of "African Americans and Labor," highlighting the significant role African Americans have played in shaping labor movements, securing fair employment rights, and advancing economic justice. All people are encouraged to recognize and confront systemic barriers in the workforce by advocating for equity, fair wages, and equal opportunities for African Americans and all underrepresented workers. – Wendy Jackson, Deputy City Manager/Employee Resources Director

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 January 28, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of January 22, 2025 to February 4, 2025. (Finance Department)
3. Approve the Professional Services Agreement between the City of Tolleson and SGC LLC for rifles from Sionics Weapons Systems, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an aggregate amount not to exceed \$125,000 for the equipment and services. This Agreement shall remain in full force and effect until February 11, 2026. (Police Department)
4. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Duke's Root Control, Inc. for sewer/storm water, hydro-excavating equipment and related services, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an aggregate amount not to exceed \$250,000 for the materials and services. This Agreement shall remain in full force and effect until May 31, 2028. After the expiration of the initial term, this Agreement may be renewed for a one-year term. (Utilities Department)

I. REGULAR AGENDA – ACTION ITEMS

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

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

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

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.
2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(7) to receive legal advice and discuss and consult with the City Attorney regarding the City’s position relating to negotiations for the possible purchase of real property.
3. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(1) and (A)(3) to discuss matters related to the assignment of a police officer and to receive legal advice.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

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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.

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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 February 6, 2025.

Amended on February 10, 2025 at 2:15 PM.



Proclamation

Black History Month

February 2025

WHEREAS, Black History Month is an annual observance recognizing the achievements, contributions, and rich cultural heritage of African Americans throughout history, honoring their struggles, triumphs, and impact on our society; and

WHEREAS, the 2025 national theme for Black History Month, "*African Americans and Labor*," highlights the pivotal role African Americans have played in shaping the labor movement, advancing workers' rights, and making significant contributions across industries, from agriculture and domestic work to manufacturing, business, technology, and beyond; and

WHEREAS, despite historical barriers such as discrimination, segregation, and inequitable labor policies, African American workers, labor leaders, and advocates have persevered to secure fair wages, safer working conditions, and equal employment opportunities, forging a path toward justice and economic empowerment for all; and

WHEREAS, the City of Tolleson recognizes the importance of acknowledging and addressing systemic inequities in labor and employment, standing in solidarity with efforts to promote workplace equity, fair labor practices, and the economic advancement of African American workers and their communities; and

WHEREAS, the City of Tolleson encourages all residents to honor and celebrate the contributions of African Americans in labor and industry, to engage in meaningful discussions on racial and economic justice, and to take action in advocating for equity in all professional fields; and

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 February 2025 as Black History Month in the City of Tolleson, urging all citizens to join in recognizing and celebrating the remarkable contributions of African Americans in labor and the workforce, both past and present.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of January 28, 2025

MEETING DATE: February 11, 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 January 28, 2025.

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 January 28, 2025.

ATTACHMENTS:

None



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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 Gámez.

C. ROLL CALL

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

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

City Representative: City Attorney Justin Pierce

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

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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)

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F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. City of Tolleson Annual Comprehensive Financial Report for the period of July 1, 2023 through June 30, 2024 – Baker Tilly
2. Introduction of New Employees:
Human Services Department – Claudia Madueno, Human Services Assistant Cook and Gloria Washburn, Human Services Specialist
Utilities Department – Anthony Thompson, Wastewater Operator
Promotions of Current Employees:
Field Operations Department – Horacio Ortega, Superintendent
Library Department – Lisa Gallegos, Management Support Specialist

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 January 14, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of January 8, 2025 to January 21, 2025. (Finance Department)
3. Approve Replat Application #24110001 as submitted by Cassie Kussow with Kimley-

Horn, on behalf of the owner, Sun Land Beef Company, for a final plat located near the northeast corner of 91st Avenue and Buckeye Road in Tolleson, AZ. The site, comprised of a portion APN 101-12-632A, is approximately 459,422 sq. ft. and zoned Planned Area Development (PAD). (JBS Costco Depot – Development Services Department)

4. Approve Replat Application #24100001 as submitted by James Williamson with Superior Surveying, on behalf of the owner, Isidro Araiza, for a final plat located near the southwest corner of 83rd Avenue and Van Buren Street in Tolleson, AZ. The site, comprised of a portion APN 101-12-612, is approximately 60,126 sq. ft. and zoned Planned Area Development (PAD). (Federico's – Development Services Department)
5. Adopt Resolution No. 2594 of the Mayor and Council of the City of Tolleson, Arizona, approving and authorizing the execution of the Second Amendment to the Intergovernmental Agreement between the City of Tolleson and Maricopa County relating to Community Services Block Grant (CSBG) funding for the Tolleson Farmer's Market Initiative. (Human Services Department)

Vice Mayor Davis moved to approve Consent Agenda items 1. through 5.; the motion was seconded by Council Member Gámez. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

I. REGULAR AGENDA – ACTION ITEMS

1. Appoint Joe Cortina, Sheryl Heier and Miriam Segura as Commissioners of the Tolleson Planning and Zoning Commission to serve from January 2025 until January 2028. (City Council)

Council Member Gámez moved to appoint Joe Cortina, Sheryl Heier and Miriam Segura as Commissioners of the Tolleson Planning and Zoning Commission to serve from January 2025 until January 2028; the motion was seconded by Council Member Erives. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

2. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Freightliner of Arizona, LLC for the purchase of medium and heavy duty cabs, chassis and busses, 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 \$250,000 to \$550,000 for additional services. (Development Services Department)

Council Member Gámez moved to approve the First Amendment to the Cooperative Purchasing Agreement; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Housing/Revitalization Programs Update – Noel Schaus, Revitalization Manager
2. Annual Review of the City of Tolleson Code of Conduct for Elected and Appointed Officials – Justin Pierce, City Attorney

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

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

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.

Council Member Gámez moved to convene into executive session at 6:59 PM; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

2. Convene into an executive session pursuant to A.R.S. 38-431.03(A)(1) to conduct annual review of the City Manager.

M. RECONVENE INTO PUBLIC MEETING

N. ACTION ITEM(S)

1. Discussion and potential action pertaining to increase in compensation for the City Manager effective November 16, 2024. (Employee Resources Department)

Council Member Gámez moved to approve an increase in the City Manager's salary to \$338,000, effective November 16, 2024, and to extend the Cost of Living Adjustment (COLA) to the City Manager whenever it is granted to all City employees every year; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

O. ADJOURNMENT

Council Member Gámez moved to adjourn the Regular City Council Meeting; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

The meeting was adjourned at 9:13 PM.

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Post-Production File

City of Tolleson
City Council Meeting Minutes
January 28, 2025

Transcription Provided By:
eScribers, LLC

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

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MAYOR RODRIGUEZ: It's January 28th, and we're about to get started. We're going to begin with our invocation, the pledge of allegiance. We'll have our City Attorney please lead us with dedication and then Counsel Member Gamez will lead us with the pledge of allegiance.

PIERCE: Our dear beloved father who art in heaven, we come before thee at this time and with gratitude in our hearts for the blessings that we have, to be able to live in this free country and to be able to participate in self-governance through this process here. We're grateful for this City Council and for the members who give so tirelessly of their time and efforts, would thou please bless them with wisdom and the ability to make decisions that will be in the best interests of all the wonderful people who call Tolleson home.

Please bless those that protect us and please bless us to all be able to return home safely to our families this evening and find them well. We pray in the name of Jesus Christ, amen.

GAMEZ: 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: Okay, thank you both.

We're going to move on to a roll call. Madam Clerk, please let the record reflect that all counsel members are present. We're going to (indiscernible) speaker request form. Now is the final call to submit speaker requests and to the City Clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comment will be limited to one; responding to criticism two; directly (indiscernible) the matter; asking that a matter be put on a future agenda. Madam Clerk, do we have any speaker request forms at this time?

ZAMORA: We do not, Mayor.

MAYOR RODRIGUEZ: Okay. Thoughts of the public; this is for non-agenda items? It is now a call to the public: City Clerk, do we have any submissions for non-agenda items?

ZAMORA: We do not.

MAYOR RODRIGUEZ: Oh, all right. At scheduled public appearances or proclamations, this is for discussion. Item No. 1, City of Tolleson annual comprehensive financial report for the period of July 1st, 2023 through June 30th of 2024.

Our CFO Artz, if you could please present us the information you have for us, sir?

ARTZ: Thank you. Good evening, Mayor and Council. We've got the -- one of the audit managers on Zoom that will present the report and some required communications that they have. So we can turn it over to Kaylie, here we go.

LEWIS: Good evening. My name is Kaylie Lewis and I am a senior manager with Baker Tilly or independent audit, auditors. I am going to share my screen as we have prepared a slide show for today's meeting. If I can -- right, find it? Okay, I'm going to share my screen. All right. Can you see my screen?

MAYOR RODRIGUEZ: Yes.

LEWIS: Okay. We have -- we have issued several reports for the City of Tolleson this year. The first being the financial statement audit report which is our independent auditor report over the City's financial statements as a whole and we have issued an unmodified opinion or a -- what we refer to as a clean opinion. So we believe that the financial statements for the City as a whole are materially stated correctly.

We also issued a government auditing standards compliance report often referred to as the yellow book report, which is a report over compliance with grants, laws, regulations and internal controls within the City. We found no instances of noncompliance or any other matters to be reported to you, and we are identifying no material weaknesses.

The next report that we issued was a federal grant single audit report. This is required by the Federal Government when you spend over \$750,000 in a single year and we tested too major programs as required by the Federal Government and those included the Community Development Block Grant and the Coronavirus state and local fiscal recovery funds. And within both of those reports we had no findings.

As your independent auditors our responsibilities include planning and performing the audit to obtain reasonable assurance, but not an absolute level of assurance. And the difference is an absolute level of assurance would include testing all of your transactions

as the City as a whole, and we just don't have those -- that time commitment to do, so we do a statistical level sampling throughout all transactions throughout the year. We assess the risks of material misstatement of the basic financial statements, whether due to fraud or error and within that assessment is a consideration of the City's internal controls over financial reporting.

We also perform appropriate procedures based upon our risk assessment that we perform on the City for all transactions and internal controls. We evaluate the appropriateness of accounting policies used and the reasonableness of the significant and county estimates made by management. We, in our audit, our opinion includes that the -- whether or not those financial statements are free from material misstatement. They are presented fairly in all material respects and in accordance with the accounting principles generally accepted in the U.S.A., which is often referred to as gap.

And we perform tests related to the compliance with certain provisions, as well as regulations, contracts and grants as required by government auditing standards, which is your yellow book report. And our audit of the basic financial statements does not relieve management or those charged with governance of their responsibilities.

Some required communications that we are -- that we have to do annually with those charged with governance include a discussion over internal control matters and we did test various controls throughout the audit, and we found no reportable findings this year.

Some qualitative aspects of the city's accounting practices include the policies, accounting estimates and financial statement disclosures, all of those can be found in note 1 of the financial statements in the after (sic) and we did not have any additional notes that were required this year.

We had no significant unusual transactions, or we did -- we tested all significant or unusual transactions throughout the audit and had no reportable issues. We had found -- we had no significant difficulties encountered this year or any year that we have audited the city. We did not have any disagreements with management, and we

are not aware of any consultations outside of the engagement team and we had no uncorrect (sic) and missed statements, so any -- any immaterial changes that we found throughout the audit, management did make those changes. So, and we had no other findings or issues to be reported and continuation of required communications.

So in some cases management may decide to consult with other accountants about auditing in accounting and we are not aware of any of those consultations. We are not aware of any noncompliance with laws and regulations that came to our attention during the audit. We did not identify any instances or, of note or suspected fraud during the audit. We had no such matters or conditions in terms of a going concern, which means that we believe the City will be in operations within the next 12 months and we did not identify any significant findings or issues surrounding related parties.

Non-attest (phonetic) services that were performed by Baker Tilly, they shared during the audit is we prepared the financial statements and related notes; we performed adjusting journal entries that affected the financial statements, and we prepared the data collect -- the data collection form on the Federal Audit Clearing House website that was approved by management.

In addition, as part of financial statement preparation we performed the GASB 34 conversion entries as summarized in the after -- known as the reconciliation of balance sheet of governmental funds to the statement of net position in their reconciliation of the statement of revenues of expenditures and changes in fund balance of governmental funds to the statement of activities. So those are the entries that we create to go from the modified accrual to the accrual basis of accounting.

The other report that we issue on behalf of the City is expenditure of limitation report. And this year the voter approved expenditure limitation was \$188,769,614. The City's expenditure is subject to that limitation, where only 76,760,346, so the City came under their expense limitation by \$112M this year.

For the same allotted, the City expended \$837,445 of Federal funds during fiscal year '24, which is why they were required by the Federal Government to have a single audit report; and we tested two major programs, the Community Development Block Grant

and the Coronavirus state and local fiscal recovery funds, and both major programs had an unmodified opinion.

Some highlights included in your AFFER (phonetic) is the general fund budget to actual. The -- for the general fund, the fund balance increased by 29.6M during the current fiscal year and the increase was primarily due to an increase in governmental revenues and interest income, which has been across the board for most of the cities and towns that we have audited this year. Their intergovernmental revenues and interest income were much higher than the prior year. Actual revenues this year were 13.2M more than the budget and actual expenditures were \$14.9M less than budgeted.

Some other highly (audio interference) surrounding the enterprise funds, is the -- for the water fund, charges for services exceeded operating expenses by \$506,000, leading to an increase in net position of \$2.1M. For the water -- the wastewater and sewer fund, charges for service are exceeded operating expenses by 154,000 leading to an increase in net position of \$3.7M. And for the sanitation fund, charges for services exceeded operating expenses by 67,000 leading to an increase in net position of 85,000. And you can see our little bar graph right there, for 23 to 24.

And that is it for my presentation this year. And if you have any questions, please let me know.

MAYOR RODRIGUEZ: All right, Katie. Thank you very much.

And just so everybody's aware of it, our CAFF (phonetic) or our annual comprehensive financial report is available to the public who would like to view it. It is what it says it is, very comprehensive, a lot of small numbers, bring a magnifying glass. But it really is a testament to what we do as a governing body. Our biggest job is to create an annual budget and identify how we're going to spend the money of the taxpayers to benefit the residents of our community. But every single day there's transactions that happen at the department level within the City and our staff have to abide by fiscal laws and, you know, regulations to keep us willing compliance.

And so this report really talks to that. Their daily commitment to managing that money in a professional way, and to know that they have an annual cap for that, basically has

no major findings, is a testament to all their hard work, especially our CFO Artz, his staff, for keeping us on track and making sure that we don't slip here and there. So this is really good news, I'm glad to hear that we're in a good financial position, there's no major findings on behalf of our staff and now we're moving forward with the really good numbers in the fiscal year. So thank you everybody.

Counsel, any comments?

UNIDENTIFIED SPEAKER: I just want to say thank you, congratulations.

MAYOR RODRIGUEZ: Anybody else?

UNIDENTIFIED SPEAKER: Keep up the good work.

UNIDENTIFIED SPEAKER: Yeah, very well done.

MAYOR RODRIGUEZ: All right. Well, pretty straightforward. What was her name?

UNIDENTIFIED SPEAKER: Kaylie.

MAYOR RODRIGUEZ: Kaylie, thank you very much for the report. We really appreciate your time.

LEWIS: Thank you. Have a good night.

UNIDENTIFIED SPEAKER: You too.

MAYOR RODRIGUEZ: Thank you.

All right. We're going to want to -- Item No. 2. This is the introduction of new employees. I'm looking it over to City Manager Reyes Medrano.

MEDRANO: Thank you, mister -- members of council. I don't think we have anyone in attendance today because no one I recognize that I've met in our orientations. Oh, good. So if you're online, say hi. Let's get started.

Human Services division replacing longstanding chef or cook who recently retired, Claudia Madueno, welcome. If you're online, please feel free to say hello if you'd like. If not, it's okay. It's Gloria Washburn that's on as well.

Next, we have Gloria Washburn, our Human Services specialist, you're online as well, so welcome. We're very happy to have you.

WASHBURN: Thank you.

MEDRANO: Okay, thank you. Thank you for being on, we appreciate you using our

virtual option. Next --

WASHBURN: Is my (audio interference)?

MEDRANO: Yes, it certainly is. We couldn't agree more.

Next, we have, from a utilities department, I definitely met Mr. Thompson at one of our orientations, Anthony Thompson, wastewater operator. Welcome.

THOMPSON: Good evening, everybody.

MEDRANO: Thank you for choosing Tolleson.

And then a couple of promotions that we'd like to announce. The first one is near and dear -- they both are near and dear to my heart -- but for two different reasons. With Horacio Ortega, Nacho, I'm not sure if -- many of you know him as Nacho, he was a member of our team counsel, went to high school with all my kids and now he's the superintendent of the field operations department. Graduated from ASU, incredible human being. You can't teach what that young man had, congratulations big Nacho (sic) if you're online. If not, when I see you, I'll congratulate you in person. Actually I did the other day, but I'll do it again.

And finally, one of -- this is the first 40-year employee we've had; I think since Mr. Benja (phonetic). How long was Mr. Benja on? He was well over 40 years, name of Daddy-O. We had some -- we had some people that were -- well, three at one point, all working actively with over 40 years of service and Lisa Gallegos hasn't aged a bit since I was a kid. She's hit 40 years which is staggering. She's now the management support specialist, so congratulations, Lisa.

UNIDENTIFIED SPEAKER: Awesome.

MEDRANO: Yeah. And finally, if I could --

MAYOR RODRIGUEZ: Thank you, counsel.

MEDRANO: Not on the agenda, I just want to welcome battalion chief Brian Plumley from the Timber Mesa Pinetop area, the fire department, who's just here to learn about Tolleson. Glad to have you.

UNIDENTIFIED SPEAKER: Welcome.

MEDRANO: I hope it's not too cold for you here. So let me know, I have an extra jacket

in my office, if you need it.

MAYOR RODRIGUEZ: All right. Well, welcome to all new employees. Sounds like a good group, look forward to adding them to our Tolleson family and we'll move forward from there.

Next item is visits from the floor; again, we don't have any at this point. We're go to want to -- item H, which is Consent Agenda Action Items. I see five items for consideration. Counsel, I will entertain a motion?

UNIDENTIFIED SPEAKER: So moved to (audio interference).

MAYOR RODRIGUEZ: Okay. We have a motion by Jimmy, we have a second by Counsel Member Gamez. All those in favor, please signify by saying aye.

DAVIS: Aye.

MAYOR RODRIGUEZ: Aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any, the motion passes unanimously.

We're going to move onto regular agenda action items. Item No. 1 is to appoint Joe Cortina, Sheryl Hires, and Miriam Segura as commissioners of the Tolleson Planning and Zoning Commission to serve from January 2025 until January of 2028. So is that a -- are you -- Wendy, is that you? I can do it, thank you. (Indiscernible) members of the council.

Particularly an honor to welcome these three people for volunteering their time, to serve on a critical commission, the land zoning commission, for those have served on it is a recommending body to the City Council. They hear things like replats, rezones, several different types of land use matters and make recommendations to council, forwarding yes or no, or recommending to vote yes or no to council. It's a great way to

get to understand, especially the development and land use side of the operation, but I can't think of two better, or three better people to join us because they've been persistent in their efforts to contribute to the community, and we appreciate that.

And I am particularly proud to welcome Mr. Cortina (phonetic); he and I are childhood friends, since I think, we could walk, even though I'm much, much older than Joseph.

And I love the Cortina family; they're near and dear to my heart.

So welcome to all of you.

UNIDENTIFIED SPEAKER: Yes.

MAYOR RODRIGUEZ: While we've still got to move on that, I would --

UNIDENTIFIED SPEAKER: I didn't say not to, sir.

MAYOR RODRIGUEZ: Yeah.

UNIDENTIFIED SPEAKER: I will say that's how a lot of us, including myself, got our start. I was a volunteer on the planning and zoning commission, and I've got to tell you, I learned a lot about business coming to Tolleson, what they're trying to do, what they're not trying to do. It's kind of our first crack at trying to figure out what the developer wants to do, if it's a good thing for Tolleson or not. It is the recommending body and it's a good place to get your feet wet. And I think I recognize at least two or three of you guys, all three of you from the interviews that we had for the vacant council position. So it's a really good place to learn and get ready and do what you got to do as far as your own -- your own motivations.

But I think you all three are great people and, you know, Joe, I've only known you for a couple of years, but let's rock and roll. Let's make Tolleson the best that we can, and we need people from the community to help us do that.

So with that, I will entertain a motion or open it up for comments at this point.

GAMEZ: Mayor?

MAYOR RODRIGUEZ: Yes?

GAMEZ: I would like to make a motion to reappoint all three individuals with the Commission.

MAYOR RODRIGUEZ: Okay. I have a motion from Council Member Gamez; I have a

second from Council Member Erives. All those in favor of appointing our three new commissioners, please signify by saying aye?

DAVIS: Aye.

MAYOR RODRIGUEZ: Aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: All those opposed? All right. The motion passes unanimously, congratulations. (Indiscernible) a picture, sir, picture?

UNIDENTIFIED SPEAKER: Yeah. Some of them -- just take a picture.

UNIDENTIFIED SPEAKER: Permission?

UNIDENTIFIED SPEAKER: Yes.

UNIDENTIFIED SPEAKER: Yes. Let's take a picture with the Commission.

UNIDENTIFIED SPEAKER: Natural born.

UNIDENTIFIED SPEAKER: All right.

UNIDENTIFIED SPEAKER: Natural born killer.

UNIDENTIFIED SPEAKER: You're killing me.

(Participants confer)

MAYOR RODRIGUEZ: All right. We're going to move onto Item No. 2, approve First Amendment to the cooperative purchasing agreement between the City of Tolleson and Freightliner of Arizona, LLC for the purchase of the medium and heavy duty cabs, chassis and busses in authorize the City Manager to execute and deliver said agreement. The City desires to amend an existing agreement to increase their annual aggregate amount from 250,000 to 550,000 for additional services, Development Services Department.

I don't see Jason here.

UNIDENTIFIED SPEAKER: Mr. Lee is his (indiscernible).

MAYOR RODRIGUEZ: Okay. You've got the floor, sir.

MEDRANO: Good evening, Mayor, members of council. So the Development Services Department is requesting this increase from Freightliner of Arizona LLC for the ante 250,000 to 550,000 for the purchase of an all-in-one pavement patching unit. This will allow our street (indiscernible) to be able to handle small repairs up to 100 square feet as we prepare and embark on our five-year pavement resurface program. So this'll be beneficial for not only our residents so that they can have our in-house staff do these repairs and perform this type of maintenance, but this unit will also allow us to do this type of work and handle this -- these instances pretty seriously. So with that, we're open for questions?

MAYOR RODRIGUEZ: Yes, Counselman Nogales (phonetic).

You're not going to require any additional training on this apparatus, nothing. So you guys (indiscernible) how to work; is that correct?

UNIDENTIFIED SPEAKER: Thank you, Mayor, Councilman Gamez, we currently have staff that are trained right now, so it will flow perfectly on --

UNIDENTIFIED SPEAKER: Okay. Bueno, good, thank you.

UNIDENTIFIED SPEAKER: And if I recall correctly, I think your past is also in -- perhaps something to do with streets?

UNIDENTIFIED SPEAKER: Correct, yeah.

UNIDENTIFIED SPEAKER: Yeah. And so if we need some internal training, we got the right person for the job.

UNIDENTIFIED SPEAKER: Yeah. I like this idea. I mean we have a five-year plan, which is great. We have a vision for the future and make sure our streets are well kept up. But from time to time, we have to use a -- happen and to be able to -- you said a hundred square feet?

UNIDENTIFIED SPEAKER: Up to a hundred -- a hundred square feet, we can do a little bit more, but we feel comfortable at a hundred square feet.

UNIDENTIFIED SPEAKER: Yeah. We have the capacity to make quick repairs, reduces night uses of streets, improves the condition and really turns around a small problem that can cause big issues and makes it go away really quick. So I'm in -- I'm in full

support of it. Anybody else from council?

UNIDENTIFIED SPEAKER: Move for approval?

MAYOR RODRIGUEZ: Yeah, we got a motion --

DAVIS: I'll second.

MAYOR RODRIGUEZ: We have a second. So, we've got a first with Councilman

Regardless (phonetic), we have a second from Council Member Davis. All those in favor of this item, please signify by saying aye?

DAVIS: Aye.

MAYOR RODRIGUEZ: Aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: All those opposed? Awesome. I guess we're going to get a new piece.

UNIDENTIFIED SPEAKER: Whoop (sic).

MAYOR RODRIGUEZ: All right, okay. We're going to move on to work study and presentations for discussion; this is Item J. We're going to have a housing and revitalization program update. So I'm going to call up Revitalization Manager Schaus.

SCHAUS: Thanks Mayor and Council Members. I'm here to present updates on housing and revitalization programs from the past fiscal year. We'll start with the -- there we go. Hello, hello. This one, this one I'm pressing -- okay. Next one --

MAYOR RODRIGUEZ: There we go.

SCHAUS: Okay. So this is just a nod to one of our major partners for the housing rehab program. We have had a partnership with at the (indiscernible) home improvements and local nonprofit since 2018, and we're still working strong with them. So -- oh, that went too far, okay.

An overview of who we served this past year. We were able to assist 27 people and 15

households. Almost all the households had at least one senior, several people with disabilities, so 12 people and then one child. All of the households have to meet income criteria.

So we serve people at or below 80 percent of AMI, which is the area median income. And as you can see, we serve -- we've served four at or below 30 percent of every median. So that's for, like, a two-person family that's making less than -- I think it's \$35,000 a year. Five at 31 to 50 and six at 51 to 80. So we're getting a good range of homeowners' income.

And as far as where we're serving in Tolleson, that's this map right here. You can see that eight of the homes were in the northern part of the main part of Tolleson; six homes in the southern part and one home over in the end of (indiscernible). We're still serving homes in -- only in the redevelopment area, so places like Tolleson Farms and Tolleson medicine -- Meadows aren't part of the service area at this time.

Some of the major items were placed -- obviously ACs and roof. We often get calls for major problems with sewer lines. So we've replaced two sewer lines, two electrical panels, lots of windows and doors, free water heaters. We've also helped folks with accessibilities, so it's common for us to have ramps, but also tub to shower conversions to help people safely get in and out of their showers.

Some examples and photos from the homes that we've actually worked on in the last year: A couple of the sewer line and plumbing work jobs that we had -- oops, going too fast now. Electrical panel upgrade; an example here. We have some really old electrical panels and old wiring. So those are always really great projects. Here's a good example of the tub to shower conversion, where we have a low threshold walk-in shower; we've got the extra bars. We've got a shower seat, and we've got the handles, the handles that go up and down to allow for adjustments in the shower. We also add lighting to the ceiling over the shower; in many cases where there's not enough lighting to just make sure that there's less of a fall hazard.

HVAC replacement, this is one where we actually removed and capped the old swamp coolers as well as replaced with a new AC. Roof replacement, before and after. This is

an example of -- we have a lot of old single-pane casement windows, a lot of single-pane windows still out there. And replacement of windows cuts down on energy costs, as well as noise. That's one of the benefits that it -- that's very common to hear is like, wow, it's so quiet in our home now. And then also just dust and pollution and stuff that gets into the home.

Here's a before and after bathroom transformation. A lot of times, it's more than just the shower that we're able to replace, but we're able to provide an upgraded shower with proper ventilation and lighting and all of that.

Here's an example, I love this one. We don't often do a lot of exterior painting but every once in a while, we have money left and they're willing to take on a little extra and they're -- on the lien on the property and so this -- we were able to do kind of a nice refresh on the paint on the outside of the home. We did a lot of other stuff; we did a roof and an AC and some ramps and windows but that's a great example of before and after.

One of the other programs we have, other than housing rehab is a voluntary demolition program for people who have structures -- or property owners who have structures that are kind of beyond their useful life and we can't rehab them. There's -- they need to come down because they're a hazard. So we were able to complete three this past fiscal year and they were all secondary structures, so they were other homes in the backyard or, like, could be large sheds that were left in dilapidated -- so this is the before and after; after asbestos was abated. Cleaned up that backyard pretty well.

This is another one that sat empty for quite a while and was a problem because there were a lot of people breaking into it and almost started a fire in this one, and it was a constant -- like the drug house, and all kinds of stuff. So the demo, clear that property entirely. Nothing's been built on it yet, but maybe in the future. And this is a third one. This old structure we had to also -- I think we had to abate asbestos as well and then the structure came down. Recently -- and I'll come back to this -- but we were -- after these were completed last fiscal year, we also demolished one more house on Taylor. So we'll take a look at that.

This is kind of an overview of the funds that we spent on each of these programs, and you can kind of see the history as well of the amounts spent and the number of properties that were improved, whether it was for rehab or demolition. So last year with the three properties that we demolished, that was at the cost of \$49,408. And each of those property owners contributed 25 percent of the cost either through a lien or through cash up front. So with housing rehab, it's a grant or forgivable deferred payment lien; we spent 61,838 of City funds, but it was paired with 219,000 plus of CDBG funds and over 250,000 of our funds to serve those 27 people and the 15 households.

One thing I really wanted to highlight and thank you for the opportunity to serve residents of the community through the portable AC program and the emergency AC repair. Our Human Services team, we were able to loan out 30 portable ACs to 32 households last summer which really made a difference. We were -- it was able to kind of bridge that time between when they could get their unit repaired or replaced. Some of them were renters and some of them were homeowners. And we had people come from April literally to the end of October, if you remember how hot it was; it was that hot all summer.

We were able to assist 13 of those people with AC repairs, so to actually get them working again and get them through the summer. And then five more were replaced, either through weatherization program, the FSL runs or through our housing rehab program.

And I'm continuing to work with some of those folks right now that weren't able to get theirs replaced as we try to seek out other funding options for them. Not everybody income qualifies but we're trying to identify different ways to assist them, so they're don't have to go through that again this year. Since July 1, we have completed five more housing rehab projects, and we have three underway right now; that should all finish in the next couple of weeks. And we have two more starting within the next two months. As I mentioned, we had another demolition project that completed, and I think it was at 9107 West Taylor. Yeah. I was trying to remember the address. But, so if you

remember that house, that property has been -- has been cleared.

And currently, just one thing to highlight is we are working with -- along with the development services, working with MAG and their TA provider on a housing study. So we're meeting with them month -- on a monthly basis. We're developing through them a survey that we're going to present to the community and ask for feedback on what the community's needs and wants are regarding housing.

Special thanks to our partners FSL, America County. I didn't mention HUD, but HUD funding obviously is important. And MAG for their assistance this past year. And with that, I conclude. If you have any questions, I'm happy to answer.

MAYOR RODRIGUEZ: Well, I think it's great information, I mean obviously, you know, living in a town that is somewhat aged, I mean we're getting up there. You start seeing the impacts on the housing quantities, and you know, in our community. And then some of those are extremely dilapidated and they become hazards; and whether there's people trying to move in there to do things they shouldn't be doing or trying to stay warm at night and starting a fire in there, or whatever the case may be, they become a hazard to the general public.

So, you know, those homes have to come down, you know? You did a couple of them which I think is great and there's more out there that we have to focus on, that's -- we have the nicks (phonetic) coming here. But by the same token homes that are still in good condition, people living in them, you know, we have to keep them safe, we have to keep them ADA accessible for some of our senior folks and other folks who have had potential accidents or whatever in their life, in which they have a need for ADA accommodation.

But I think this is all great work. It's helping our housing stock remain fresh and utilitarian for the people that we serve. And so the more efforts that we can do in this part, I think we should continue, I think it's a great thing. So, council, other comments?

UNIDENTIFIED SPEAKER: I just have a comment, or actually a question. You had mentioned that some of the people that you help are renters?

SCHAUS: Through the portable AC program. So when they were, you know, obviously

in 115 degrees or whatever, sometimes landlords don't respond very quickly or weren't able to get their ACs back up and running.

UNIDENTIFIED SPEAKER: But they were asked to help, landlords?

SCHAUS: Just the portable AC was just loaned out for that short period of time, to bridge until they had working AC again, yeah.

UNIDENTIFIED SPEAKER: All right, thank you.

SCHAUS: Yeah, yeah.

MAYOR RODRIGUEZ: Sometimes it takes a while for you to get an AC repair person out too during the summertime.

SCHAUS: This -- that's what was definitely happening. And there were also landlords that were dragging their feet a bit, so --

(Simultaneous speaking)

SCHAUS: Yeah.

UNIDENTIFIED SPEAKER: You said 25 percent from the homeowner and that that was a lien. So I'm assuming that a lien is a loan, and the lien is put on the house?

SCHAUS: For the demolition program, yes. So yes, so the lien's put on the property and when they go to either redevelop it, they put in for a permit to build or redevelop, or if they sell the property that's when the lien gets repaid back.

UNIDENTIFIED SPEAKER: In respect (indiscernible)?

SCHAUS: Uh-huh.

UNIDENTIFIED SPEAKER: Okay.

MAYOR RODRIGUEZ: Other comments or questions?

SCHAUS: Well, thank you --

UNIDENTIFIED SPEAKER: Bless you, buddy.

SCHAUS: -- for your very hard work.

UNIDENTIFIED SPEAKER: Yeah.

SCHAUS: And I know there's a lot of people in the community that are very grateful for the hard work that you do, and your staff. But thank you.

UNIDENTIFIED SPEAKER: Thank you so much.

UNIDENTIFIED SPEAKER: Yeah. Thanks for the report, this is really good.

SCHAUS: Good.

UNIDENTIFIED SPEAKER: Thank you.

MAYOR RODRIGUEZ: Yeah. Thank you, Noel, great job.

All right. So we're going to move on to Item No. 2 which is the annual review of the City of Tolleson's Code of Conduct for elected and appointed officials. I'm going to invite our City Attorney Pierce to take the floor.

(Audio interference)

PIERCE: Things the city's doing, and I get to talk about law for a minute; that's always fun. Thanks, Mayor, members of Council.

As you know, I sometime -- a couple of years ago, I want to say, that the request was, hey, why don't we do just an annual brief update? This will not be more than, I don't know, 45 minutes maybe, 50? Kidding, Thomas' face.

UNIDENTIFIED SPEAKER: I just had a little (indiscernible).

PIERCE: We'll get -- it's intended to just be a reminder, especially with, you know, new council members coming on board, but also even just as less new council members, it's always a good update and good reminder. Both the code of conduct and just why we do things the way we do in terms of making and creating an efficient government.

So, as you know we are a council (indiscernible) form of government. It is -- that's the -- that is the gold standard in local governance. It is what the vast majority of municipalities in Arizona, how they operate. And it is -- it's essentially again based on a private sector model of CEO and board of directors. I once had a mayor who was recently elected in another Arizona municipality, got elected and started telling everybody in the place what they were supposed to be doing. And I had to have a conversation with the mayor and say: Hey, you know, council manager for -- you don't -- you're not an administrator. You're one vote of seven on policy and the mayor says, well -- but I'm the CEO at -- the state statute says I'm CEO.

And that's actually true. There is state statute that says that the mayor is the CEO but then it explains what that really means for purposes of municipal government. And

what it basically means is the mayor has to sign documents that does things, but isn't -- but is not a manager, is not in charge of the administrative affairs of the City.

So again, the mayor's the statutory CEO, but the city manager who is appointed by the City, by the mayor and counsel is really in charge of the administrative affairs of the City. Serves at the pleasure of counsel, oversees the entire municipal operations.

Council members are encouraged to work through your manager on any administrative issues that you think may come up: What is an inquiry? This is what your code and this is what Tolleson city code says that council's not to interfere with appointments or removals. And then there's a code provision and you'll see I underlined at the end: Except for the purposes of inquiry, the thing that I was just telling you about. The council and its members shall deal with the administrative service solely through the City manager. So what -- and we'll talk about -- I'll give you an example or two here in a minute.

Why preserve this form of government? There is a whole host of reasons. I -- some of you may have been -- I covered some of this in the league presentation that I did at the League of Arizona Cities and Towns conference last August. I know some of you were there. You were there, right?

UNIDENTIFIED SPEAKER: Yeah.

PIERCE: Okay, good.

UNIDENTIFIED SPEAKER: Yeah.

PIERCE: I brought the guitar and everything, it was fun. You'll have to come next time. Legislative immunity, to me is one of the bigger ones. I have over the course of the last 20 plus years had occasion to represent individual council members when -- or, and mayors when they were sued not just as official members of the body, but individually as well and the allegations being that the council member wasn't acting as a policy maker. The council member was acting as an administrator because the evidence was that the council member was behind the scenes, you know, directing people and trying to control how the operations were going.

So, when that happens, you're on the hook potentially in the case, whereas if you stay

at the policy making level, and not get down to administrative level, if somebody brings a claim, a lawsuit named you independently, I get to come right out of the gate with a motion to dismiss. And I tell the judge hey, you know, Vice Mayor Davis, he's a policy maker and he's absolutely immune for --

DAVIS: Don't start rumors.

PIERCE: That's right. Right, I know, that's fun stuff. That's a -- well, who should we call out? Yeah, Gamez doesn't care. I'm just kidding.

But legislative immunity is an absolute immunity, not even qualified immunity, which in law, I mean it's -- you are absolutely immune from liability for policy making decisions and policy making. And then just general things like accountability generally. It certainly is a confused -- it can confuse staff if they don't -- if they think they have -- if they think they have seven bosses plus their chain of command, it's a recipe for bad management. So this -- these are the merits of the council form of government which we sustain and support; and which helps, again, keep the City and you individually out of potential liability.

So a couple of quick examples just for fun, okay? And look at this, constituents contact you as a council member, want to talk about the City's plans for a new park. In order to be ready for the meeting, council member meets with parks and recreation director and city engineer to get more information about the plants. Yay or Nay?

Nay, partial Yay. Let's see, how can we do it, how can we do it? Here's the way to do it: Constituents contact city council and want to talk about the City's plan for a new park. In order to be ready for the meeting, council member meets with parks and rec director and city engineer to get more information about the plans. And the council member hears about the plan; he believes there are flaws in them. Direct the parks and recreation director and city engineer to conduct additional research pertaining to a possible change in the design.

So that's the problem, right? So the first one was, you wouldn't want to just do that and go individually. But if you work in the -- and manager, it's totally fine for you to be a part of those meetings, to learn, but involve the manager. This one is not just inquiry,

this isn't to get information and through the manager, this is directing activity.

So, when in doubt, involve the manager. If there's ever a question about whether you should go and speak with a certain staff member and get information, just work through the manager. And sometimes the manager may very well just -- the manager may very well say, hey, let me just put you right in contact with, you know, the chief or whoever it is on this issue. So the manager is always going to be your facilitator for that.

Now, for the -- that's the efficiency in government, that's the overall big picture. In Tolleson as in many cities around Arizona, you have adopted a council code of conduct, which is intended to be a way of ensuring that council members work well with each other, work well with staff, work well with the public. And when I say work well, I mean be able to maintain positive communications and relationships. It doesn't mean you all is going to agree on everything, and it doesn't mean you're always going to -- you're never going to have a problem with somebody and the way they're doing something.

But this is intended to be a way to ensure that civility is kept through that process.

The code of conduct again talks about council conduct with staff, that's one of the areas. And these are some bullet points directly from the code of conduct, just a reminder to treat all staff as professionals; limit contact, again the specifics City staff involving the city manager again (indiscernible) with the council manager form of government that we just talked about.

Don't disrupt their work. That happens; I've seen it happen in places before where I have heard of -- I've had managers come to me before and say they have a council member who's continuing to go to a particular department and that department director, and the assistant director and others were just not able to get their work done because this council member was just constantly barraging them with stuff.

So it happens, and it's why we say hey, don't disrupt these -- the workplaces. Don't ever publicly criticize an employee. And employee can certainly do something that it doesn't -- that's not great and things can happen. It's not for consumption here, that's for the manager to handle again as an administrative employee/employment matter. And then again, don't get involved with the administrative functions and limit, limit

those requests just for efficiency purposes. Now that's council conduct with staff. What about council conduct with the public?

This is, again these bullet points straight out of the code of conduct. Be courteous and respectful; attentive in public meetings and that's important. And you guys, by the way do an amazing job here. I've never seen that, but I have been to places where you can tell that somebody is -- got a great game of solitaire going on their computer there on the dais.

So, and people can tell, the public can -- they notice when you're not paying attention. So, and it's important, and especially in, like, remote; sometimes you might need to remote in. I was in a meeting once where a member of the council had -- was remote, forgot to turn her camera off when she went to the bathroom in the middle of the meeting. Correct, if what you're thinking is exactly correct.

So again, just attentiveness is important as it pertains to the public. Clarification is okay if somebody's speaking on a public item but never get into a debate with a member of the public in a meeting. And no personal attacks, of course, and conduct with other agencies, boards and commissions and the media. Just again, make sure that if you're speaking on behalf of the City, which should be a very rare situation that that is clarified whether you're speaking personally on behalf of the City.

That's a difficult balance, especially when you can't -- as much as you want to -- you want to be able to say well, I'm a member of public in Tolleson too. Yeah, that's true. You have rights as an individual, council members should know that, but people now see you as a council (indiscernible) and it's hard to -- it's hard to separate those things. I had a situation once where a council member asked, well, can I go down for -- during call to the public and can I speak in call to the public? I said, well, theoretically maybe. There's a question about whether it's an open meeting law violation if they speak on something that's not on the agenda.

But putting that aside, I said probably not a great idea: Oh, but I'm a member of the public too. Like, yeah, but that's not how people see you, especially in a meeting like that. So, is it -- can you legally do it? Maybe, probably. Do you have First Amendment

rights? Of course. But remember, you're a member of the council, and that's how people see you. Never go off the record with media, social media pages, could be public forums.

Again these aren't issues that I have ever really seen come up here. I have seen them come up in other places where they've become problems, potentially open meeting law issues. Here, I think that we do a good job as it pertains to those sorts of things. But it's in your code of conduct and I wanted to bring it up for a quick reminder.

And if I'm remembering right, is that the last slide? That's why, okay. I was just going to say I was pretty sure that was it. I thought -- wasn't sure if I had a close out slide. So, Mayor, members of the council, thank you. I think I did that in ten minutes.

MAYOR RODRIGUEZ: Yeah. Thank you, appreciate that.

Council, any questions or comments for our attorney?

UNIDENTIFIED SPEAKER: Better conduct yourself.

PIERCE: Right.

MAYOR RODRIGUEZ: All right. We're going to move onto K. Mayor and City Manager's report on current events. This is for discussion. No. 1, community events updates, Director Babchuk.

BABCHUK: Thank you, Mayor and members of the Council. I'm excited to update you on some recent and upcoming events. These events continue to showcase our vibrant community spirit and commitment to bringing engagement, engaging in better events to our residents.

The first event I want to go over is our Luces de Navidad, we did see, which took place on December 14th and 15th. We saw over 7,000 attendees throughout the two days, Saturday and Sunday.

We also -- City Council won best in show for the parade float, so this is for you guys. I'll bring that up to you guys right now. It featured a wide variety of entertainment that resonated with our diverse community and the feedback was overwhelmingly positive. They loved seeing the Show N' Shine back. We raised over \$900 for the automotive club, and we'll get with that next council meeting and get that to them as well. But

nothing but positive feedback from the community. They loved all the food trucks that were there and just the difference of the entertainment as well.

So, thank you guys for entrusting with us and giving us the freedom to do that.

The next one was January 17th, the third Friday, which featured a crowd favorite, Soul Persuasion. It was a little cold but the people who attended just loved it. I know council members were there, and they still danced and when we had some heaters out there for them. But all in all, they loved the atmosphere of it, so --

Some upcoming events, the third Friday, February 21st and March 21st. We have, February 1st (sic) will feature the JL Kin Band and on March 21st we'll have El Regreso that'll be performing. And then on April 4th through the 6th is our Whoopee Daze celebration and we pretty much have all the entertainment selected for that as well. So, ready to rock and roll for that. And then our classic golf tournament will be May 9th at Falcon Dunes again. So, thank you guys.

MAYOR RODRIGUEZ: All right. Great calendar. First of all, good work on Luces de Navidad and third Fridays. I was there for Luces and it was well attended. The entertainment was awesome. What they did -- I think it was the first time that we introduced Yvonda (phonetic). I was a little nervous at first, I mean feet -- my feet were moving but I kept looking around, waiting for the people to get up, and all of a sudden, one song hit, and I forget the name of it, but man, that's the -- everybody just ran up there and started dancing, and I'm like, okay.

So, we went out there and got our chanklas (phonetic) on and did our thing. But it's a -- it was refreshing, it was good. So I like the fact that we're trying new things and giving people an opportunity to respond and let us -- let them talk by their dance, you know?

MAYOR RODRIGUEZ: Absolutely. I hope you guys are ready. You said that we haven't said any names yet.

UNIDENTIFIED SPEAKER: Derek Fry, so --

MAYOR RODRIGUEZ: (Indiscernible) over here, we need to write it down. There you go. So, oh cool. Oh no, that's really good work and, you know, thank you for all that and the stuff coming up too is going to be awesome. We've got to hear -- I know the Show N'

Shine, again there were some stuff on social media about, you know, don't go, this and that. I think it -- we had a new record number of lowriders out there.

UNIDENTIFIED SPEAKER: (Audio interference.)

MAYOR RODRIGUEZ: Awesome. Good things, good things.

Other comments from the council?

UNIDENTIFIED SPEAKER: I'd say --

MAYOR RODRIGUEZ: (Indiscernible)?

UNIDENTIFIED SPEAKER: Oh, sorry.

UNIDENTIFIED SPEAKER: Go ahead?

UNIDENTIFIED SPEAKER: I was just going to say keep up the good work with the diversity and entertain at -- entertainment. I think it's good, it's bringing in different generations, which is good, we need to see that. And we do like lowriders in Tolleson, just so people know, for the record.

MAYOR RODRIGUEZ: Yeah. Now that's why I brought it up. It was a record showing, so --

UNIDENTIFIED SPEAKER: (Audio interference).

MAYOR RODRIGUEZ: Sounds great.

Council Member Erives?

ERIVES: I was just going to echo the comment regarding diversity of music. I know Gallagos (phonetic) was on Sunday and just brought in a different crowd, a different group. And so it was -- it's wonderful to see, right? Like, that we're not just this -- and I do love Texmex (indiscernible) and I do. But it was just fun to bring in some others. The food trucks were amazing, just having diversity in the foods as well, so you could have this today, and tomorrow you could do something different. All high quality, just delicious. And so keep up, like you mentioned, keep up the great work, we're excited. Okay. I heard (indiscernible) Friday, I missed Saturday and Sunday. It's okay, it's okay. I've just --

(Attendee discussions; off microphone)

ERIVES: It's okay, it's okay. I was just --

UNIDENTIFIED SPEAKER: (Audio interference).

ERIVES: -- excited.

MAYOR RODRIGUEZ: (Indiscernible) go to work still awake, all right. (Indiscernible) instead of fighting my sleep.

ERIVES: For all the hard work, because I know that's a lot of work to do, thank you.

MAYOR RODRIGUEZ: Okay. And I do want to add, we had another grand opening. If you hadn't heard, Tolleson Irma's was bought out by a different outfit and so they asked to do a grand opening. So if you haven't been to Irma's Restaurant, Tolleson Arizona they did some site improvements, a new menu. It's still Mexican food, but they're worth a shot.

I wasn't able to attend, Jimmy, our Vice Mayor, Davis helped me out by going out and saying a couple of good words. And I know staff was out there, but -- I don't know if you want to add anything or --

DAVIS: The new owner's actually the niece of the original owner, so and the food was delicious

MAYOR RODRIGUEZ: So it should be Irma's (phonetic).

DAVIS: She's had -- but she's been working in there, I think since she was 15, and so now she's the owner. She said she never thought she would own it, and I think that's an amazing story to tell, so --

MAYOR RODRIGUEZ: Very -- it's --

DAVIS: Yeah.

MAYOR RODRIGUEZ: -- awesome for her. But if you haven't tried their food, definitely do. Go ahead.

UNIDENTIFIED SPEAKER: I was fortunate to attend. I recommend the bac cocido, the cocido is excellent, it's great. It's the -- kind of a stew. Good stuff. Anyway --

MAYOR RODRIGUEZ: And I know --

UNIDENTIFIED SPEAKER: -- it was good.

MAYOR RODRIGUEZ: And when it's chilly outside, so --

UNIDENTIFIED SPEAKER: It's good.

MAYOR RODRIGUEZ: -- perfect time for a stew. But yeah, just give them a shot. And, you know, I'm glad that they're still here. But ultimately, thank you Jimmy for helping out with that.

DAVIS: Of course.

MAYOR RODRIGUEZ: All right. Now we're going to move onto Item L. Did you have anything else to add under -- okay. We're going to convene into executive session. So motion to go into executive session?

GAMEZ: So moved.

DAVIS: Seconded.

MAYOR RODRIGUEZ: We have a motion, we have a second, so Gamez and then we had a -- Jimmy. Now is the time for council to commune to executive session. We are asking members of the public and those that are not involved in this executive session to please exit the meeting at this time. We already did the motion, we had the second, and so -- oh, all those in favor say aye?

DAVIS: Aye.

MAYOR RODRIGUEZ: Aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: All those opposed? All right. We're now in executive session, yeah. We're going to take about a five-minute break.

(Pause)

MAYOR RODRIGUEZ: Just for the record, I'm gaveling back into a regular meeting. And we have one action item and that is to discuss potential action pertaining to increase in compensation for the City Manager effective November 16th, 2024. And Employee Resource, I don't know if you have anything to add? You're on here?

UNIDENTIFIED SPEAKER: (Audio interference).

JACKSON: (Audio interference).

UNIDENTIFIED SPEAKER: Yes, got it.

JACKSON: Yes. We always review the market data and the market, and in terms for this position is in -- it's in the range. He's not topped out for the pay range that we do have. He is a contract employee, and you govern how much, you know, you can provide for him.

UNIDENTIFIED SPEAKER: What's the minimum and max for his range?

JACKSON: The minimum, I didn't write down, but the max is \$337,863.03; \$337,863.03.

MAYOR RODRIGUEZ: (Audio interference). Okay. What else, Wendy?

JACKSON: That's pretty much all I have; you've heard his presentation. I can tell you from an employee standpoint many of employees appreciate the type of leadership we have in this City. From an employees' standpoint we've done engagement studies and we're one of the top in terms of municipalities. That's how the Gallup scores came in, and I think is indicative of the type of leadership we do have.

So here's the salary, you just tell us what -- I didn't -- I can work out the math for you real quick?

UNIDENTIFIED SPEAKER: This is open for discussion, guys. I'm just doing (indiscernible) general idea so that we can kind of get a barometer where we're at.

JACKSON: Want to know where he is to the top?

UNIDENTIFIED SPEAKER: I think it's not a matter of whether he gets a raise or not, I think we all agree that Reyes deserves a raise. It's a matter of what do we feel comfortable with, where we at, (indiscernible).

UNIDENTIFIED SPEAKER: Does it also include, like, for the next two years? Like, is -- or is it just the one to one year contract?

JACKSON: This is for -- his contract is not expiring; I believe it's one more year. Is it two?

MEDRANO: It is.

JACKSON: After this it's one more year. This performance increase should have occurred around October of last year, so we're a little bit behind, so this would be his increase from October to now -- oh, well, throughout the rest of the year or this cycle.

ERIVES: (Indiscernible).

UNIDENTIFIED SPEAKER: So if -- it maybe to clarify, so Council Member Erives, are you asking if you guys can give it an increase for that, and in additional one, like for it to continue?

ERIVES: No. I think my point of clarification was, to the (indiscernible) pertaining to the end, and then I thought, oh, then is he -- doesn't get another contract? I've got (audio interference) --

JACKSON: The contract is still in effect.

ERIVES: This is only done increasing performance pay.

JACKSON: Yeah.

ERIVES: Okay.

JACKSON: And just to let you know for our employees what we've been doing is we've been doing the COLA each year, which is July, and that's based on the CPI. And in terms of performance, the employees do get it, a performance evaluation, and that's in the fall.

UNIDENTIFIED SPEAKER: So what's the top percentage of performance?

JACKSON: Oh, well do, like, almost a quadrant system.

UNIDENTIFIED SPEAKER: Right.

JACKSON: This particular year we did something a little bit different and those below the midpoint, the highest they can get is three percent. Those above the midpoint, because that's market, they will get -- the highest is two percent. He is right now about four percent away from the max for the range.

MAYOR RODRIGUEZ: I guess if we make it simple, we just do four percent? And I would even go as far as to say, whatever the employees get, he gets in future years, so that we don't have to really have the discussion, and you tell me if we can't do this, that we don't have to have the discussion of compensation; it's tied into whatever employees get, and it would match what the City Manager gets. And quite honestly, I think that's a good reflection of great leadership; what's good for my employees is good for me.

JACKSON: And what we can do is, we can do an addendum to the current agreement.

We can provide you with copies of that and you could discuss it at the next meeting to make sure you amend the contract, so it reads that way. Because currently, he has (indiscernible) each time.

MAYOR RODRIGUEZ: Right.

UNIDENTIFIED SPEAKER: Wait --

MAYOR RODRIGUEZ: Well, I like the idea of the --

(Simultaneous speaking)

JACKSON: But (indiscernible) --

MAYOR RODRIGUEZ: -- of coming before us and doing a presentation each year.

(Simultaneous speaking)

UNIDENTIFIED SPEAKER: That was so good.

MAYOR RODRIGUEZ: Yeah, yeah. And so that makes this a little bit easier. And then the other part also was -- hey, what's the other part? The annual advancement, maybe next year we look at having that advancement before this period, because apparently there's a time gap there. And the intention was to do that advancement before we evaluated the City Manager. So we can put -- he can -- the consulting could provide that input that we collected to the City Manager and staff prior to the evaluation.

And so there's a little bit of calendar jiving that we're going to have to do there, but we can fix that coming up with this upcoming year. I just want to kind of make sure that everything kind of makes sense and it falls into place, and we were providing the most feedback as a counsel to the City Manager and staff in a timely manner. And that would go (indiscernible). So feedback, folks, we can --

UNIDENTIFIED SPEAKER: I like it.

MAYOR RODRIGUEZ: Yeah, so --

JACKSON: So Mayor, I like that too.

MAYOR RODRIGUEZ: -- let me just --

JACKSON: I think that's a good idea to tie it into what the employees get; why should he be any different?

MAYOR RODRIGUEZ: Well, let's take it one piece at a time. How do you guys feel about

putting Reyes at the maximum, which would be 337, right? With three cents?

UNIDENTIFIED SPEAKER: 338.2.

JACKSON: \$37 --

UNIDENTIFIED SPEAKER: Yeah.

JACKSON: -- 863.03.

MAYOR RODRIGUEZ: Okay. We're not doing point-nothing, 338 will just be straight.

We don't -- get rid of the three cents.

JACKSON: Okay. So round -- go above the max?

MAYOR RODRIGUEZ: Round up, yeah.

JACKSON: Okay.

MAYOR RODRIGUEZ: Round to 338.

JACKSON: 338, got it.

MAYOR RODRIGUEZ: Comments? Okay.

Are we going to (indiscernible) --

(Participants confer)

UNIDENTIFIED SPEAKER: (Audio interference).

UNIDENTIFIED SPEAKER: And that keeps going up?

JACKSON: I probably don't want to get into the budget portion of the presentations that we're about to provide, but based on -- we do conduct mini studies. I conducted a mini studies with a random sampling of nine positions and we're lagging in the market right now. Many of that -- many of -- this information could be because quite a few of the cities have MLUs. But we are going to be proposing to move some of the ranges a little bit more aggressively, (audio interference) pace until we can do our major study, which would be FY '26.

So we'll do a major compensation study, just to make sure we see where we are in the market. We had a third party independent person do this mini study and based on their recommendations they felt that we needed to try to move the ranges just a little bit.

But that doesn't mean everyone gets what we're going to move the ranges.

MAYOR RODRIGUEZ: Based on performance.

JACKSON: Yes.

MAYOR RODRIGUEZ: But to be clear, if in a couple of weeks we say, okay, well, two percent COLA or three percent COLA seems to be appropriate for all employees it would also impact his income. So this money, this 338, we -- you know, he would get an additional three percent, or two percent or whatever the COLA is turns out to be for all staff members.

JACKSON: And the range would move anyway, when --

MAYOR RODRIGUEZ: Yeah.

JACKSON: -- when we do the new fiscal year compensation.

MAYOR RODRIGUEZ: That make sense?

UNIDENTIFIED SPEAKER: It does to me.

MAYOR RODRIGUEZ: Okay. Questions, comments?

Okay. So do I have entertain a motion?

GAMEZ: Yeah.

MAYOR RODRIGUEZ: Okay.

GAMEZ: (Indiscernible) approve it tonight. Is that what you're saying?

UNIDENTIFIED SPEAKER: Yeah.

GAMEZ: Well, I move for approval.

COUNCIL MEMBER LABORIN: I second.

GAMEZ: So 338,000 --

UNIDENTIFIED SPEAKER: Can either or --

GAMEZ: -- point 03.

UNIDENTIFIED SPEAKER: -- each other (indiscernible) HR director or attorney repeat what the motion is?

PIERCE: Maybe it would be better for winning, but sounds like the motion is to make the City Manager's compensation to set it at the max of the --

UNIDENTIFIED SPEAKER: 338 --

PIERCE: Yeah, 338 even. So actually up -- got it. Round it up to 338, effective --

JACKSON: November --

PIERCE: -- November 16th?

JACKSON: -- in 2024.

PIERCE: And then, I think you could probably just do it at that -- and then you could -- because you could deal with the four -- the COLA issue. Do we want --

JACKSON: Budget process, or -- I mean it will be nice if they can do that now, and then would have to --

PIERCE: Yeah. And moving forward --

JACKSON: -- bring it back.

PIERCE: -- we'll base it on the COLA.

UNIDENTIFIED SPEAKER: So you're saying I would get what everybody else gets?

PIERCE: The COLA, yeah.

UNIDENTIFIED SPEAKER: But --

PIERCE: So that's the motion, is it -- does that make sense? Is that the --

(Simultaneous speaking)

UNIDENTIFIED SPEAKER: Yeah, that makes sense --

MAYOR RODRIGUEZ: Seems to me, but --

UNIDENTIFIED SPEAKER: -- to me.

MAYOR RODRIGUEZ: -- make a motion --

UNIDENTIFIED SPEAKER: No, makes sense to me.

PIERCE: Okay. Does anybody have any questions about what that motion is?

MAYOR RODRIGUEZ: Do we have a second? And -- or comments?

LABORIN: I had a second.

MAYOR RODRIGUEZ: Yeah, we have a second from Linda.

Now are there any questions from anybody, so we're all on the same page? Not seeing any, I'm not seeing anybody, okay. Well, all those in favor of passing this motion, please signify by saying aye?

DAVIS: Aye.

MAYOR RODRIGUEZ: Aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any, congratulations, Reyes.

UNIDENTIFIED SPEAKER: (Audio interference).

MAYOR RODRIGUEZ: It's recorded, so --

UNIDENTIFIED SPEAKER: (Audio interference).

MAYOR RODRIGUEZ: If we haven't said enough, then it's thank you.

UNIDENTIFIED SPEAKER: Yes.

UNIDENTIFIED SPEAKER: Absolutely, Bro.

MAYOR RODRIGUEZ: Well, now comes the hardest part of the meeting. The hardest part of the meeting is --

UNIDENTIFIED SPEAKER: Adjournment?

DAVIS: Can I announce something really quick?

MAYOR RODRIGUEZ: Yes. Jimmy Davis has an announcement. You have the floor, sir.

DAVIS: Well, while I was sitting here, I got an email. I got appointed to the Human Development Committee for Federal Advocacy Committee through the National League of Cities.

GROUP: Oh, nice. Congratulations.

MAYOR RODRIGUEZ: That's awesome. It's okay, just so you know --

UNIDENTIFIED SPEAKER: Yeah, that's okay.

MAYOR RODRIGUEZ: -- it's a lot of fun.

So with that, I will entertain a motion and go home and eat.

GAMEZ: So moved.

MAYOR RODRIGUEZ: Do we have a second?

DAVIS: Second.

MAYOR RODRIGUEZ: Did you get those, Crystal?

ZAMORA: Uh-huh.

MAYOR RODRIGUEZ: Okay. All those in favor to going home, please signify by saying aye.

DAVIS: Aye.

MAYOR RODRIGUEZ: Aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

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 JANUARY 28, 2025. 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 January 22, 2025 to February 4, 2025

MEETING DATE: February 11, 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 January 22, 2025 to February 4, 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 of \$10,000 or more for the period noted above.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

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

ATTACHMENTS:

None

City of Tolleson**Checks Recorded****Check Dates: January 22, 2025 to February 4, 2025****PAYMENTS OVER \$10,000**

VENDOR NAME	GROSS AMOUNT	CHECK #	CHECK/PAYMENT DATE
Felix Construction Company	\$85,622.53	183453	01/28/2025
San Tan Auto Partners LLC	\$80,705.07	183456	01/28/2025
Felix Construction Company	\$73,104.44	183453	01/28/2025
AZ Public Safety Retirement, Fire	\$34,549.00	100237	01/29/2025
AZ Public Safety Retirement, Police	\$32,468.04	100238	01/29/2025
Metropolitan Life Insurance	\$20,060.38	183455	01/28/2025
Brown and Caldwell	\$19,983.60	183467	01/30/2025
City of Phoenix	\$16,859.70	183517	02/04/2025
City of Tolleson-Medical	\$14,392.63	100231	01/28/2025
ImageTrend LLC	\$10,073.31	183486	01/30/2025
Banner Health Foundation	\$10,000.00	183516	02/04/2025
Live and Learn Program	\$10,000.00	183523	02/04/2025



CITY COUNCIL REPORT

SUBJECT: SGC LLC Professional Services Agreement

MEETING DATE: February 11, 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 SGC LLC for rifles from Sionics Weapons Systems.

BACKGROUND:

The Tolleson Police Department needs rifles from one manufacturer and brand, Sionics Weapons Systems, to maintain compatibility and uniformity for standard-issued rifles for the department. The current rifles are a mix of different manufactures, styles, and operating systems. These differences create obstacles for training, maintenance, and interoperability. None of the current rifles are purposely built to meet the needs of the department and are between sixteen and twenty years old. The industry standard for replacement is ten years.

DISCUSSION:

The Tolleson Police Department conducted numerous testing and evaluations on name brand rifle systems. The selection criteria were quality, functionality, performance, warranty, customer support, and unit price. Sionics Weapons Systems surpassed the other brands tested in all areas. This manufacturer is in Arizona, provides a lifetime warranty, can build rifles specifically for the department's needs, and provides a high-quality product at a reasonable price. Nationwide, hundreds of local, county, state, and federal law enforcement agencies use Sionics rifles, including over one dozen agencies in Arizona. Sionics Weapons System's unparalleled expertise, quality, lifetime warranty, and customer service, ensure the rifles will meet the needs of our police department and remain in service well into the future.

BUDGET IMPACT:

The City shall pay the Contractor an aggregate amount not to exceed \$125,000 for the equipment and services. This Agreement shall remain in full force and effect until February 11, 2026.

RECOMMENDATION:

Staff recommends the City Council approves the Professional Services Agreement with SGC LLC.

ATTACHMENTS:

None

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF TOLLESON AND SGC LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") between the City of Tolleson, an Arizona municipal corporation (the "City") and SGC LLC, an Arizona limited liability company, aka Scottsdale Gun Club, (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 rifles from Sionics Weapons Systems for its Police Department ("Equipment and Services").

B. The City of Tolleson Police Department needs rifles from one manufacturer and brand to maintain compatibility and uniformity for standard-issued rifles for the Department. The Department conducted numerous testing and evaluations on name brand rifles systems. The selection criteria were quality, functionality, performance, warranty, customer support, and unit price. Sionics Weapons Systems surpassed the other brands tested in all areas.

C. The Contractor is the preferred vendor for Sionics Weapons Systems with an established relationship with Sionics that positions Contractor as the primary outlet for these rifles, ensuring a seamless procurement process that has been effectively utilized by other Arizona police departments.

D. 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 for one (1) year (the "Term") unless terminated as otherwise provided in this Agreement. 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 in an aggregate amount not to exceed \$125,000.00. The City shall pay the Contractor's invoices, 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: SGC LLC
14860 North Northsight Blvd.
Scottsdale, Arizona 85260

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.

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”

SGC LLC, an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SGC LLC

[Invoice]

The exhibit will be incorporated and attached upon execution of this Agreement.



CITY COUNCIL REPORT

SUBJECT: Duke's Root Control, Inc. Cooperative Purchasing Agreement

MEETING DATE: February 11, 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 the Cooperative Purchasing Agreement between the City of Tolleson and Duke's Root Control, Inc. for sewer/storm water, hydro-excavating equipment and related services.

BACKGROUND:

The City of Tolleson is permitted to enter into cooperative purchasing agreements under Section 3-5-7 of the City Code. The Houston-Galveston Area Council previously entered into Contract No. SC06-24 with Duke's Root Control, Inc. for the provision of sewer/storm water, hydro-excavating equipment, and related services. The City has identified a need for these materials and services and seeks to leverage the cooperative contract to streamline the procurement process.

DISCUSSION:

Duke's Root Control, Inc. offers highly specialized products, technology, inspections and labor for sewer/storm water systems. They specialize in CCTV and hydraulic cleaning of large and small diameter pipelines. Duke's Root Control, Inc. provides emergency/non-emergency support, providing an additional layer of redundancy to assist city staff and help prevent environmental concerns.

BUDGET IMPACT:

The City shall pay the Contractor an aggregate amount not to exceed \$250,000 for the materials and services. This Agreement shall remain in full force and effect until May 31, 2028. After the expiration of the initial term, this Agreement may be renewed for a one-year term.

RECOMMENDATION:

Staff recommends the City Council approve the Cooperative Purchasing Agreement with Duke's Root Control, Inc.

ATTACHMENTS:

1. 02 11 25 UT - CPA -Duke's Root Control, Inc. - End Date 05 34 29

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
DUKE’S ROOT CONTROL, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is between the City of Tolleson, an Arizona municipal corporation (the “City”), and Duke’s Root Control, Inc. (the “Contractor”), an Illinois corporation and shall become effective (the “Effective Date”) upon the date this Agreement is signed by both Parties.

RECITALS

A. After a competitive procurement process, Houston-Galveston Area Council (“AGENCY”) entered into Contract No. SC06-24, dated May 20, 2024, as amended (collectively, the “Cooperative Contract”) for the Contractor to provide Sewer/Storm Water, Hydro-Excavating Equipment and Related Services (“Materials and Supplies”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is attached hereto by reference, to the extent said Cooperative Contract is not consistent with this Agreement.

B. The City is permitted, pursuant to Section 3-5-7 of the City Code, to make purchases under the Cooperative Contract, at its discretion and with the agreement of the awarded Contractor, and the Cooperative Contract permits its cooperative use by other public entities, including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with Sewer/Storm Water, Hydro-Excavating Equipment and Related Services (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor 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 May 31, 2028 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract. After the expiration of the Initial Term, this Agreement may be renewed for a one-year term (the “Renewal

Term”) if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and the term of the Cooperative Contract has not expired or has been extended. 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.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Cooperative Contract. 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 Materials and 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 the Cooperative Contract and (ii) be attached hereto as Exhibit A and incorporated herein by reference. Purchase Orders submitted without referencing this Agreement and the Cooperative Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Cooperative Contract will be held at Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of a non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring the Materials or Services into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The City reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Contractor for the Term and for each an annual aggregate amount not to exceed \$250,000.00 for the Materials and Services at the rates that shall be agreed upon by the parties.

4. Payments. The City shall pay the Contractor based upon acceptance and delivery of Materials 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 the

Cooperative Contract 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 and the Cooperative Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' 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 (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 Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, 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 Section. 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 Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 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 ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' 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. 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 Ariz. Rev. Stat. § 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: (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.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 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. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Purchase Orders, the Cooperative Contract, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Cooperative Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Purchase Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Cooperative Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

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

14. Survival. The obligations of Contractor under this Section shall survive the

termination of the Contract.

15. Rights and Privileges. To the extent provided under the Cooperative Contract, the City shall be afforded all of the rights and privileges afforded to Houston-Galveston Area Council and shall be "AGENCY" (as defined in the Cooperative Contract) for the purposes of the portions of the Cooperative Contract that are incorporated herein by reference.

16. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the Lead Public Agency to the extent provided under the Cooperative Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor 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 Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

17. 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 W. Van Buren Street
 Tolleson, Arizona 85353
 Attn: Crystal Zamora, City Clerk

With copy to: Pierce Coleman PLLC
 17851 North 85th Street, Suite 175
 Scottsdale, Arizona 85255
 Attn: Justin Pierce, City Attorney

If to Contractor: Duke's Root Control, Inc.
 400 Airport Road, Suite E,
 Elgin, IL 60123
 Attn: Matt Fishbune
 Email: info@dukes.com

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

DUKE’S ROOT CONTROL, INC.,
An Illinois corporation,

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
DUKE'S ROOT CONTROL, INC.

[Purchase Order]

See following pages (to be added subsequent to execution).