



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 25, 2025
6:00 PM**

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

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

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

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

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

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



F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Greater Phoenix Equality Chamber of Commerce (GPECC) Program – Jimmy Davis, Vice Mayor

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 February 11, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of February 5, 2025 to February 18, 2025. (Finance Department)
3. Approve an amendment to the City of Tolleson Employee Handbook to include Section 404, City Vehicle Use and Privacy Policy, establishing guidelines for the use of City-owned vehicles, employee accountability, and vehicle monitoring, including Sections 404.1 (Purpose) and 404.2 (Policy). (Employee Resources Department)
4. Approve an amendment to the City of Tolleson Employee Handbook to revise Section 104, Conflict of Interest Policy, by removing subsection 104.3.A.11(C) to enhance policy clarity and enforceability. (Employee Resources Department)
5. Approve First Amendment to the City Manager Employment Agreement to provide the City Manager with a cost-of-living adjustment (COLA) and merit (performance) increase each fiscal year, consistent with the adjustments and increases provided to all other City employees. (Employee Resources 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
2. The City Council Meeting scheduled on Tuesday, March 11, 2025 has been cancelled due to the National League of Cities Congressional City Conference on March 10-12, 2025 in Washington, DC.

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)(9) for presentation and discussion regarding the security and operational integrity of the City's utilities infrastructure, including water and wastewater system performance, vulnerabilities, service reliability, regulatory compliance, and emergency preparedness. Additionally, pursuant to A.R.S. § 38-431.03(A)(3), (A)(4), and (A)(7), discussion may include legal advice, a potential contract, and land annexation negotiations.

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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Prerequisites for attending Zoom Webinars (one required):

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

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

Posted on February 20, 2025.

Greater Phoenix Equality Chamber of Commerce business and non-profit member benefits include:

1. Monthly Events & Networking

- First Friday Lunch and Networking Event: Ticket discounts (\$120 annual value)
- Monthly Mixers: Free access for members (\$200 annual value)
- Professional Development Luncheons

2. Special Event Access & Discounts

- Festival of Trees
- HERO Awards
- Pride Market
- Queer Holiday Market

3. Business & Marketing Opportunities

- Discounted information tables at lunches and mixers
- Event sponsorship and marketing opportunities
- Integrated website advertising
- E-Blast updates and news distribution ads (45% open rate)
- Promotion of holiday deals on online marketing platforms
- Organic marketing opportunities on GPECC social media
- Blog posts on the GPECC website
- Visibility in the Member Directory
- Phoenix LGBTQ+ Community Calendar: Add your events (the calendar gets over 14k hits a month)
- Access to the LGBTQ+ Job Board for recruiting

4. Educational & Development Resources

- Access to Business Boot Camp application (\$15,000 value)
- Curated webinars and trainings
- Monthly Lunch n Learns
- Professional development partnerships with corporate partners
- Free National LGBTBE Certification for supplier diversity (\$799 value)
- Access to grant applications

5. Community & Volunteer Opportunities

- Committee and volunteer opportunities
- LGBTQ+ community outreach
- Drag Performer Coalition
- LGBTQ+ Nights Out and other community events
- Employee Resource Group (ERG) partnership opportunities
- Connections with the LGBTQ+ community, non-profits, and allied businesses
- Industry specific meet-ups

6. Additional Benefits

- Member discounts
- Access to Hot Deals and member-to-member discounts
- Member Badge for your website
- Advocacy at the local and state levels



- The Equality Chamber has been supporting LGBTQ+ businesses since 1980. We are the oldest Equality Chamber outside of California.
- We have approximately 350 members and average 15 new members a month.
- We have members throughout the West Valley, including Tolleson. And we would love to support more.
- We hold 5 monthly member events each month and 4 annual signature events each year.
- We would like to launch a monthly event in the West Valley.



Help GPECC Grow and make positive impacts on our community by making a donation today!

Important Links

[Events](#)

[Business Directory](#)

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[Jobs](#)

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CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of February 11, 2025

MEETING DATE: February 25, 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 February 11, 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 February 11, 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 Manager Medrano Jr., and the Pledge of Allegiance was led by Council Member Laborin.

C. ROLL CALL

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

Council Member Cruzita Mendoza was absent.

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, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Human Services Director Santiago Cornejo, Library Director Mandy Carrico, Public Safety Director/Police Chief Rudy Mendoza and Utilities Director Jamie McCracken.



City Representative: City Attorney Christina Werther

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

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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

Mayor Rodriguez proclaimed February 2025 as Black History Month in the City of Tolleson.

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

H. CONSENT AGENDA – ACTION ITEMS

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

1. Approve Regular City Council Meeting Minutes of 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)

Council Member Erives moved to approve Consent Agenda items 1. through 4.; the motion was seconded by Council Member Laborin. The motion carried 6 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

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.

Vice Mayor Davis moved to convene into executive session at 7:03 PM; the motion was seconded by Council Member Erives. The motion carried 6 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

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

Council Member Erives moved to adjourn the Regular City Council Meeting; the motion was seconded by Vice Mayor Davis. The motion carried 6 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

The meeting was adjourned at 7:59 PM.

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Post-Production File

City of Tolleson
City Council Meeting Minutes
February 11, 2025

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RODRIGUEZ: I also want to announce that we have a certificate of achievement to award to Councilmember Clorinda Erives, for 15 years of service to the City of Tolleson. So let's give Clorinda a big round of applause.

ERIVES: Thank you.

RODRIGUEZ: All right. All right. So we're going to move on to the invocation and our pledge of allegiance. So I'm going to ask our City Manager Reyes to do the invocation, and our City Attorney -- actually, no, I'm going to ask Ms. Laborin -- Councilwoman Laborin to do the pledge of allegiance, and Reyes to do the prayer. Okay?

MEDRANO, JR.: I first -- yeah, I'm first, right?

Lord Jesus, you guard and protect us from all evil. Help me to stand firm in your word and to trust in your help in all circumstances. May we always find rest and refuge in the shelter of your presence. Amen.

LABORIN: We 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.

Thank you.

RODRIGUEZ: All right, thank you both. We're going to move on to the roll call this evening.

Crystal, let the record reflect that five council members, including myself, are present here. We have one council member present by Zoom. That's Councilmember Gamez, and we have one councilmember that's out. That's Councilmember Cruzita Mendoza.

LABORIN: Thank you, Mayor.

RODRIGUEZ: All right, final call to submit speaker request forms. Now is the time to submit them to the city clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comments will be limited to either one, responding to criticism; two, directing staff to review the matter; or three, asking that a matter be put on a future agenda.

City Clerk, do we have any at this time?

ZAMORA: We do not, Mayor.

RODRIGUEZ: Going to move on to item number E, call to the public. This is for nonagenda items.

City Clerk, do we have any submissions for nonagenda items?

ZAMORA: We do not.

RODRIGUEZ: Okay. I'm starving, so this is good. I like the way this is going. We're going to move onto F. This is scheduled public appearances and proclamations for discussion. The first one is a check presentation for the Tolleson Union High School automotive program. Parks and Recreation Director Babchuk, you have the floor.

BABCHUK: Thank you, Mayor, members of the council. It's with great pleasure that we present this \$1,400 donation check to Mr. Mahmoud El Nounw, the automotive teacher at Tolleson Union High School, in support of the automotive program.

This donation was made possible through fundraising through are Luces de Navidad event, Show N' Shine, this past December. We're thrilled to see the component -- this component of our event return, and even more excited about the growing partnership between the City of Tolleson and the Tolleson Union High School automotive program. This program plays a vital role in equipping students with technical skills, hands-on experience, and career pathways in automotive -- in the automotive industry.

By continuing to support these future mechanics and industrial professionals, we are investing in our youth, fostering workforce development, and strengthening community ties. We look forward to seeing this partnership flourish, and cannot wait to continue collaborating on future opportunities. Thank you.

RODRIGUEZ: Awesome, thanks again. Randy, if I'm correct, it was 70-plus entries this year?

BABCHUK: 9 -- it was like 92 that we had. 79 entries -- yeah, 908 -- yeah.

RODRIGUEZ: That's excellent. And --

BABCHUK: It's actually really -- for the first time coming back, it's been really good, so we have a couple of new ones coming up.

RODRIGUEZ: That's awesome. It's a yearly event, and it's a great celebration of art. I think most of those cars I would consider art pieces. Investments in the community, a

lot of folks spending a lot of money on making classical cars look amazing. And in many cases, it's a family tradition. So I think it -- it really encompasses everything Tolleson's about. So thank you for putting it on, and thank you for participating. We're looking forward to future partnerships.

And of course we want to thank all the car clubs that came out to participate. Without their cars, this wouldn't be an event, so thank you.

All right, we're going to move onto the West Valley Arts Council 37 program. Deputy City Manager Sinawi, you have the floor.

SINAWI: Thank you Mayor, members of council. We're really excited and honored to have with us Kathy Knecht with the West Valley Arts Council with us today. She'll give a brief presentation over what is the West Valley Arts Council, and you know, we would love the council, you know, to consider supporting the West Valley Arts Council partnering under the TIA initiative that is headed up by Vice Mayor Jimmy Davis. We're looking to partner with the West Valley Arts Council for fiscal -- the upcoming fiscal year.

RODRIGUEZ: Good evening.

KNECHT: Hi.

RODRIGUEZ: Hi.

KNECHT: My name is Kathy Knecht. Thank you very much for welcoming me, Mayor Rodriguez, councilmembers. I am the executive director of the West Valley Arts Council, and have been for seven whole months now. The Gallery 37 project is a project that we're very excited about. It's been going on for a long time, and having the opportunity to share that with you today is -- is really awesome.

So let's see if this is working. Oh, it is, good. All right, we should start at the beginning. That's usually the best place. There we go. Okay.

So Gallery 37 is a partnership with the West Valley Arts Council, and Estrella Mountain Community College, and every year we have a different sponsoring partner.

Traditionally that is a city, and sometimes it is a developer. But we're hoping to interest Tolleson in that this time.

We know that you know that public art is such an important part of building community

and attracting businesses and residents to your community. We know that, because I've been so incredibly impressed with what the City of Tolleson is doing with your TIA initiative, with the beautiful public art that is surrounding this city hall, inside and outside, and of course, going down Van Buren all the way. And I just had the opportunity to visit in your gallery, and it's very impressive, and I want to congratulate you all on that.

Gallery 37 is a program that we have been doing for over 20 years now at the West Valley Arts Council, but it actually started in the City of Chicago. It is a teen mentorship program, in which students can -- can dip their toes into an arts career to see if that might be something that they want to do, and also to be taking part in college programs to see if higher education is something that they want to pursue.

That's what I just said. So we had multiple programs of Gallery 37 -- Gallery 37 throughout the West Valley, including the iconic Paseo De Luces -- de las Luces, along Van Buren. That is a Gallery 37.

Did you all know that that was a Gallery 37 partnership? We're very excited about that. And the fact that you have credit on the freeway for that program is really amazing for us.

So one of the really cool things is, not only do these kids get an opportunity to participate, they are working with a professional teaching artist. They are getting a stipend for their work that they do. They get college credit from Estrella Mountain Community College, and they get to be participants in this program which creates a piece of public art that will last for decades moving forward.

And so I can tell you a little bit how that works. So what the West Valley Arts Council does in this program, is we identify a city that wants to take part, one every year. And we recruit applicants from local high schools. If we decided -- if the City of Tolleson decided that they wanted to partner with us in Estrella this year, we would prioritize students from Tolleson Union High School District first, to see if they would be wanting to participate in something right here in their local community.

We contract with a master artist, and then the city has the opportunity to say what it is,

what is their vision for a piece of public art that the students would take part in. Whether it's a mural, whether it's a sculpture, whether it's a mosaic that goes in some of your public buildings. It would be up to the city to say to the students, this is our vision. And then, the students work together with the professional artist and the teachers, and they come up with three different concepts to then come back and practice their professional presenting skills to say to the city, these are the concepts that we've developed. And then, the city, of course, whether it's the city council or any other arts, you know, subgroup of the council, gets to make that decision about what the students are going to move forward and create.

The students work together as a cohort. There are 15 of them that are able to take part in this process. And they actually will do the presentation to you as part of their professional development in this process.

So the next few slides are just many examples of -- of some of the Gallery 37, maybe it will spark your interest, some of the options that are available to you. Really the sky is the limit. And we're very proud that the Gallery 37 projects are pretty much present in every one of the West Valley cities.

So this one is out in Goodyear; this one is in Avondale. This one is a mural, and this is a series of sculptures that embody the recycling project -- recycling process, and is at a water recycling program.

This one up on the top is a mosaic outside of a seating area, in -- in Buckeye. And then, this one is in Goodyear from 2004.

These are a series of -- it's called Astral Projections, and they were actually outside of a bank in Old Town Avondale, and then Solar Continuum is also in Avondale. This is a shade structure in Marley Park in the City of Surprise, and this is a multi-piece that the bottom, Camino de Colores, is a multi-piece mural that is up in Avondale.

And you can see that these pieces last for decades, and that the students have an opportunity to literally see their footprints, their impact on the community through community art.

This is in El Mirage at their city hall, and this is a -- the one on the bottom is a mural in

Avondale. Certainly, you can see that there's a ton of variety. The sky is the limit.

Fractured Flames is at the -- is at the firehouse out in Verrado. Centennial is out at the regional park here in Goodyear, Guylene Ozlanski.

And then, we're getting to it. The 2015 Governor's Art Award Winner was Pasio de Arte in Tolleson, also with Guylene Ozlanski. So I don't know if the rest of the people knew that, but that was a Gallery 37 project, we're very proud of it, as I'm sure you are as well.

This is a mosaic in Friendship Park in Avondale. And this is in Goodyear, outside of their public library. The students created a metallic return box for the -- for the library books there. These are two different murals that are appearing in the City of Peoria, as is that one, in the City of Peoria. This is a very interesting piece. The students worked together for a sensory garden in the City of Glendale. So there are multiple pieces designed to stimulate the senses; whether it's sight or sound. And that project is currently being rehabbed at this time.

That is in -- that's part of the sensory garden as well. That's a mural in Peoria. This is our most recent one. We're very proud of it. The students at Estrella Mountain Community College worked on this project, which is installed at Estrella Mountain Community College. It is actually, although it looks like in the photo that it's two photo -- it's two different pieces, they are two photographs of the same piece -- same piece. From one side, from one perspective, you see the image on the right, which is -- which is -- it depicts the -- the native people that lived on this land before we were here. And then, the one on the left is hands with a gem, indicating the future of the students that took -- took care in that program.

So we hope that you are inspired and wanting to share in our desire to give these students, especially students here locally in Tolleson, an opportunity to take part in this program, which will give them an opportunity to glimpse themselves, perhaps, as future college students, and maybe even future professional artists, to practice these kinds of skills that they'll need as they grow and become professionals. It is an expensive project. The entire budget is close to \$75,000 a year. And we have grants for that. We

have the part -- a partnership with the foundation at Estrella Mountain Community College. We have sponsorships, and we do ask that the sponsoring city -- or sometimes it is a developer -- participate with up to \$30,000 to help get this program off the ground.

We think it is a very cost-effective investment, a way to engage your students in your community in a very forward-thinking way, and to invest in a piece of public art that will continue to beautify Tolleson.

So with that, I think that's my last slide. These are some of our future -- or past partners in the project. And I think that's my last slide. And so I would just ask if anybody has any questions.

RODRIGUEZ: Any questions, council? I have some comments; I don't have a question. Yeah.

KNECHT: And they're all so different from one another.

RODRIGUEZ: Very unique, yeah. I always -- oh, we do have a comment.

UNIDENTIFIED SPEAKER: So the investment for City of Tolleson, what would our investment look like? I saw the slide about 25- or \$30,000.

KNECHT: That would go towards the administration of the program, the selection of the students. The orientation part of it would go towards the -- the salary for the teaching artist, and -- and part of it would go towards the equipment and the installation.

UNIDENTIFIED SPEAKER: And then, we would have input as to where we want this art to be, or --

KNECHT: At the very beginning -- I should probably speak to the mics, so forgive me for that. From -- from the very beginning, the city would be directing what it -- what their vision was and where they would want it to go.

UNIDENTIFIED SPEAKER: Thank you.

RODRIGUEZ: Yeah no, I just want to add, first of all, the disclaimer, I'm probably the least artistic person you will ever meet.

KNECHT: Maybe me though, I don't know.

RODRIGUEZ: But I -- I do appreciate art in many ways. I think we're very fortunate to

have a person on our council that is very art-savvy. He's done some really good things. Sitting right here, by the way. He's done some really good things thus far, and I think this partnership, if -- if the council decides to go forward and we can do it with staff support, it would be a tremendous thing for our community.

It's already shown to be very successful when you Pasco de las Lucas and really reflective of who we are as a community, which to me is probably the biggest takeaway. The art pieces reflect not just the students, but the community that they're located within. And so to create something of that magnitude for Tolleson like we did downtown, I think would only be a bigger statement on how we celebrate the arts here. And even a mayor that's not very artistic can see the benefits of art in the community, and all the hope that it brings to the people that either interpret it, walk by it, come up with their own interpretation of it. It's a win-win situation for everybody. And I for one would be all for creating a partnership with Studio 37.

I don't know about you guys, but I -- I see some heads nodding, so that's probably a good thing.

KNECHT: Well thank you. We've really enjoyed the opportunity to partner with Tolleson before, and we'd love to do that again.

RODRIGUEZ: And your -- your timing is impeccable, because our budget talks begin when -- next month. So I'm sure that will be part of the discussion that we have, so --

KNECHT: All right, thank you very much for allowing me -- oh.

UNIDENTIFIED SPEAKER: I have received a lot of compliments on all of the art that's on Van Buren, from my relatives that's come in from California and Colorado, Texas. So everybody loves it.

KNECHT: Yeah.

UNIDENTIFIED SPEAKER: (Indiscernible), we had it made specially for us.

KNECHT: It really is beautiful. And just one last thing before I leave. West Valley Arts Council is known for engaging with the cities and their arts and cultural departments. And we love that partnership, we really do. But we also like to engage with cities on economic development. And I'd welcome the opportunity on another occasion to talk

about how arts and culture can be an economic driver for our communities.

RODRIGUEZ: I like that.

I see Councilmember Gamez. Councilmember, did you have a comment? Yeah, you have your hand up.

GAMEZ: Yes, I do. Mr. Mayor, can you hear me?

RODRIGUEZ: Yeah, I can. Go ahead, you have the floor.

GAMEZ: Hi Kathy, how are you doing? Nice to see you again.

KNECHT: Nice to see you, too.

GAMEZ: You know, the West -- the West Valley Fine Arts Council has been around forever, and they've done very, very good jobs. They helped us with our mural years ago when Marcie Ellis was the director, and they contributed to the West Valley. As you can see, all the cities have been involved, they've all been touched. And Arts, a way of talking to people and appreciating what we have, what we could have, and developing talent -- developing talent with students. I would like to say to even go further down than junior high and start it earlier, but that's another topic for a discussion down the road.

But I have nothing but praise for the West Valley Fine Arts Council. I really appreciate what you've done and will continue to do, and I'm all for helping you guys out, because it helps us out as well. So thank you so much for all your work.

Thank you, Mayor.

RODRIGUEZ: Thank you for your comments. Any last comments before we're done? All right, I think it looks very positive, so thank you very much for your presentation.

Okay, now we're going to move onto item number 3. It's a proclamation declaring February 2025 as Black History Month in the City of Tolleson, with this year's theme of African American 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 opportunity for African Americans in all

underrepresented workers. I'm going to turn it over to Deputy City Manager Jackson.

JACKSON: Thank you Mr. Mayor and members of council. Black History Month is a time to honor the resilience, achievements, and contributions of Black Americans throughout history. While we recognize that cultural acknowledgements are facing challenges, our commitment to remembering, learning, and celebrating remains steadfast. Recognizing and valuing cultural diversity deepens our understanding of one another, fosters unity, and ensures that voices and legacies that have shaped our shared history continue to inspire future generations.

I would like to turn it over to Mandy. She wants to talk about a little bit about what's being displayed in our art gallery this month, which ties in nicely with Black History Month.

RODRIGUEZ: Okay, Mandy, you may have the floor.

CARRICO: Thank you, Mayor and council. Just want to let everyone know that currently exhibiting in the gallery is an exhibit called Vision and Sound. This is a exhibit -- or it's an exhibit that celebrates African American art. It's going to be running through March 29th. And one of those artists being exhibited will be here next week on February 20th, at 4 p.m., to demo her art live. So she'll be creating art on a canvas.

So we invite anyone to come out and see that, and come to our gallery, and take a look. This is an exhibit that has been running for many years, and it's featured in several cities, including Peoria, Goodyear, Sidona, and now Tolleson has also been added, and we're very proud to exhibit Vision and Sound.

RODRIGUEZ: Director Carrico, how much does it cost to enter our art gallery?

CARRICO: It is completely free --

RODRIGUEZ: Awesome.

CARRICO: -- at all times, and we are open the library hours. So we have a 7 p.m. close on Monday, Tuesday, and Wednesday, and we're open all day on Saturday.

RODRIGUEZ: All right, I do want to mention, earlier today we had a city manager mayor's meeting of the West Valley. So basically, all of the city managers and the mayors in the entire West Valley, including the big cities, like Glendale and Phoenix,

were here, having a meeting. And Director Carrico came in and did a presentation, and talked specifically about the partnerships that we've built, the TIA program, and the art exhibit that we have out there. So you did a tremendous job, and I think you should be recognized for that, so thank you very much.

Okay, now I -- Councilmember Davis, you have the floor.

DAVIS: Mandy, I just want to point out that all of the artists are local to Arizona; that's correct, right? Okay, yeah, I think that's an important note, so all Arizona artists.

RODRIGUEZ: Awesome. Anybody else before -- okay, it's not on here, but I, Mayor Juan Rodriguez, do officially proclaim the month of February 2025, Black History Month in the City of Tolleson. Be it proclaimed.

That was a slide (indiscernible) agenda.

All right, we going to move on to item G. Luckily, we have no business from the floor. Item A, present agenda action items. I see items 1 through 4. I will entertain a motion to approve all. Okay, I see two hands up. I'm not going to look that way. So I'm going to say, Councilmember Laborin made the motion. I'm assuming Mr. -- Councilmember Davis is giving it a second. We have two motions to approve. All those in favor please signify by saying aye.

ALL: Aye.

RODRIGUEZ: Okay, that was -- Councilmember Gamez, I'm assuming that was an aye?

GAMEZ: Yes.

RODRIGUEZ: Okay, so motion passes unanimously, one, two, three, four, five -- six to one. Or six to zero. Okay.

Regular agenda action items. Oh, this is great, because I'm starving. We have none. All right, we're going to move on to J, work study and presentations for discussion. Again, none. Mayor and city manager's report of current events. I've already thanked Councilmember Laborin -- I mean, Councilmember Erives for 15 years. I wished Mr. McCracken a happy birthday, so I'm done. Turn it over to City Manager Reyes. Not yet? Mr. Babchuk, go ahead and let us know what's coming up.

BABCHUK: Thank you Mayor, members of the council. I'd like to invite everyone here

tonight out to our third Friday on February 21st, sticking with the arts. It's called Love in Art, Celebrating Community and Connection. We'll have music by JPLN band. We'll be in the East Valley, and we welcome everyone. We'll have Artesian arts, products, and food vendors there.

RODRIGUEZ: Awesome. Thank you very much, Mr. Babchuk.

City Manager, anything else for the good of the order?

UNIDENTIFIED SPEAKER: Mayor, members of council, we also have a -- in the community as well, we also have a Tolleson Talks on Friday, February 28th, at Tortas Ahogadas George. We do host our Tolleson Talks throughout the different restaurants in the community, to encourage people to visit those restaurants, and hopefully, you know, return. So our special guests will be the library department and human services department. They'll be sharing information more about our library items from TIA, our human services programs. It's really just a great event to come learn more about what the different departments do here at the City of Tolleson, and to support local business. So hopefully, you know, people are able to attend.

Again, that's on Friday, February 28th, and that starts at 5 p.m. at Tortas Ahogadas George.

RODRIGUEZ: Will there be food?

UNIDENTIFIED SPEAKER: Yes. So the city, what we do is, city staff purchases food to give out to those individuals in attendance, and then, of course hopefully encouraging people to return to those restaurants.

RODRIGUEZ: Will there be giveaways?

UNIDENTIFIED SPEAKER: Yes, there will be giveaways.

RODRIGUEZ: You can get food and giveaways and get good information on our city programs? Why wouldn't you be there? Thank you for that, I appreciate it.

I'll turn it back over to City Manager Medrano.

MEDRANO, JR.: Thank you, Mr. Mayor, members of council. I'm very excited to turn it over to you here in a minute, Mayor, but to a part of a contingent that -- that visited Puerto Penasco this weekend, along with Chief Preparedness Officer Good, Vice Mayor

Davis, and the mayor, to meet with El Presidente Municipal. That's such a cool title, I think you should all change to that. To discuss the possibility of becoming sister cities. And we, I think -- to say we were -- we were welcome is a gross understatement; it was a great time.

But I know the mayor and the vice mayor did a wonderful job portraying our interests and our willingness to be partners with that -- that municipality. And for those of you that have never been there with -- with George Good, it's like watching the Beatles get off the plane at Heathrow, or at JFK in 1963. The crowd went crazy. It was wonderful to be around. And the administration there was incredible. I really enjoyed it, and they respected how poor my Spanish is, and we -- we all got through it. It was fun, a lot of fun.

So with that out, I'll turn it over to the vice mayor and the mayor. Or George, if you want to say anything?

RODRIGUEZ: Well, I just -- I'm going to say real quick, and then I'm going to turn it over, and then of course Jimmy, if you want to add up, but we've been -- we've been trying to create a sister city program here for a while now, and truth be told, it's Clorinda's program, so she gets to carry the blunt of the blow with staff, to make this happen, and we've been exploring different cities.

And we've had some success, and others were not so successful, but you know, our chief preparedness officer began conversations with City of Puerto Penasco, Rocky Point, and they responded I think very enthusiastically. And you know, elected officials have a way of -- they're A-type personalities. For those of you that don't know, they want to be in the center of attention. I'm the exception, of course. So you know, sometimes the excitement that comes across the phone isn't always the excitement that you see in person, or is not that genuine. I'm more of a handshake and look you in the eye kind of guy.

And from the very first person that we met, all the way to the Presidente Municipal, which is their mayor, and all of their staffers, it was a very humbling kind of visit your deal that you haven't seen in ten years kind of experience. You know, big hugs and walk

over to Puerto Penasco, how can we serve you. Very -- would you like to eat, you know? Very -- very embracing. And me, myself, I felt that it was a very positive interaction. And they are hungry for a partnership. And I don't think I'm speaking out of -- out of turn here, but they have partnerships with other cities, and they look really good, because they look like this on paper, but in practical application, there's a little bit of celebration, because the paper looks good, but the -- what we do as a team, the sister-city concept, hasn't manifested itself.

So it was very important to us that their mayor understand that whatever we commit to, we deliver on. And staff were very critical in delivering that message with us. And so they were, like, we're on the same -- on the same plane. I don't want to sign a contract and then as sister for the next 20 years and it looks good on paper and that's about it. So I think we found a great partner. It's three miles away, people call it Arizona's beach. I still call it the Gulf of (indiscernible), even though it's in the Gulf of California, but that's a whole different topic for the day.

So Jimmy, before I turn it over to George Good?

DAVIS: They were really wonderful. I am a no sabo kid. I don't speak Spanish. And they were very gracious with me. I actually did a lot better than I thought I would, understanding what -- what was being said to me. So I'm proud of myself for that. But I see a lot of potential for, you know, cultural exchange, and particularly arts programming. So I'm of course really excited about that, as you can imagine. So I think, you know, there's some -- even a leg of this that could be potential TIA opportunities. So I'm looking forward to seeing how this manifests.

RODRIGUEZ: And there was an agreement that they were going to help Jimmy and Reyes hone in their English -- their Spanish, and that they were going to help them hone in their English. So the partnership has already begun.

But I should say, none of this could have been possible if it wasn't for the connections, and the people that our Chief Preparedness Officer George Good knows, and his diligence to stay on top of it, and know how to press politely, send the emails here and there, make a phone call here and there, just to get us to where we were. So really, the

quarterback of setting this meeting up, and its eventual success, is George Good.

So George, I'd like to turn it over to you. You have the floor.

GOOD: Thank you, Mayor. It was just truly a team effort, the four of us that went down, and people who helped set up the meeting, and making reservations and so forth. So there -- the credit goes to no one person. It was Team Tolleson. And we put on a good show, and they appreciated that, and they put on a great show, and we appreciated that. We're looking forward to many opportunities.

We're in touch with hospital and local healthcare already, some of the other opportunities which we can help connect them with, and they'll do a great job at helping us learn and grow as well. So we're looking forward to a great bilateral relationship with them, and I'm happy to be part of it. Thank you.

RODRIGUEZ: Absolutely. So I definitely want to thank El Presidente Municipal Castro. I think it's actually Castro Castro. But he's their mayor, and he was very -- very inviting, like I mentioned earlier. And he did suggest something that I'd like to suggest to all of you guys. When in Rocky Point, they had these chilaquiles with camerones, fantastic. I'd never had -- I've had chilaquiles my entire life, never with shrimp. And it was amazing. It was an experience in the culinary arts. So I'd highly recommend it. But with that being said, again, I want to thank their mayor. And the next steps now is for our staff to work with their city attorney to draft up a contract that would solidify this partnership of a sister city. And in that, we can start discussions on coming up with goals that make sense, and are smart goals. You know, they are something that we can implement and we can actually accomplish, and -- and move forward in partnership with them, and of course send it to them for their review, and other formalities that come along with that. So -- did I miss anything?

GOOD: No, sir.

RODRIGUEZ: Did I miss anything? Jimmy? All right, well thanks again.

Oh, back up.

DAVIS: I just want to say that Mayor Rodriguez really killed it out there. He did an awesome job. So I just want to give him some props, because he doesn't get them very

often, so good job, Mayor.

RODRIGUEZ: Like I said, the chilaquiles were very motivating. So -- that being said, I have to unfortunately let you guys know that we do have a planned executive session today.

WERTHER: Mayor and council, good evening. I'm Christina Werther. I work with Justin at Pierce Coleman. So for the next two items, one regarding the real property that is agendized as executive session. Number 3 talks about the executive session to discuss matters related to the assignment of a police officer and to receive legal advice. Under Arizona open meeting law, when you have to give that 24-hour notice to someone under that A(1) provision under state law, they have the option of asking for that to be held in public instead of executive session. And so once that notice was given, Ofc. Hendrix did ask for discussion to happen in public. And so we don't need to go into executive session for that particular piece unless you need legal advice, but it would be very narrow. Again, only legal advice. The discussion under A(1) would happen in public.

And I did want to just emphasize that no action needs to be taken for this; that's not how it's agendized, it's just --

RODRIGUEZ: Was it at the officer's request that it be public? Okay, then it's going to be public.

HENDRIX: So sir, we'll take number 3 first.

RODRIGUEZ: Well, we'll do the executive session first?

HENDRIX: No.

RODRIGUEZ: Okay. So item number 3 is to convene until -- well, I guess we're not doing the executive session. Consult with city attorneys regarding this position relating to negotiations from possible persons of real property? That's what I have as item 3 here.

WERTHER: Your script is switched because we're doing the other one first. Sorry about that.

RODRIGUEZ: Okay, so discuss matters related to the assignment of a police officer --

HENDRIX: Yes.

RODRIGUEZ: -- and (indiscernible) legal advice.

HENDRIX: Okay, we'll do that now.

RODRIGUEZ: We're doing it now. Thank you.

HENDRIX: Thank you.

WERTHER: So then, Mayor, members of council, so then what it would be is that Ofc. Hendrix would have the opportunity to take the podium at this time, to be able to make his public statement.

RODRIGUEZ: Ofc. Hendrix, you have the floor.

HENDRIX: Is this thing working? Okay, it is working. All right. All right, I'm sorry, if I don't look you guys directly in the eye, it's just because I'm reading. I have a lot of stuff that I wanted to discuss today, and it's very important to me -- it's important to everybody here most likely, and you know, the people of this community.

So first -- yeah, for sure. First and foremost, good evening members of the council, community leaders, and our citizens. Thank you for allowing me to speak to you guys today. My name is Eric Hendrix. I was formerly the school resource officer at the Tolleson High School.

I'm here today to share concerns that weigh heavily on my heart. A few that not only affect me personally, but that affect the broader implications on the safety, the trust, the effectiveness of our police department, and the schools in this community as a whole. As an SRO, I have dedicated, you know, the last two-and-a-half years to the safety and wellbeing of our students at the Tolleson High School. My role is not simply just about law enforcement. It is about building relationships, fostering trust, creating a safe environment where education can -- can thrive. It is a position I take great pride in, and I approach it with integrity and commitment every -- every single day.

However, in the past recent months, I have faced a series of challenges that have made it increasingly -- increasingly difficult for me to fulfill my responsibilities effectively.

Specifically, I have experienced working in a hostile work environment, and continuous harassment from the school district and the superintendent pressuring me to leave the Tolleson High School. And that individual's name is Mr. Jeremy Calles.

The Tolleson environment was so hostile that I considered leaving the school many times. However, my dedication to the students, I couldn't let it go. This is causing me to dread work coming -- coming into work every single day. This has also resulted in me using a lot of my sick time just to -- just to take the day off.

The hostility began in September, when I made an arrest on a student that was engaging in a domestic violence situation with his girlfriend. This student, in the midst of the arrest, fought with myself and four other officers, some of these officers that are here today. Mr. Calles did not agree with the way the arrest was made. He continuously asked through the principal if I can drop the charges, I told him I couldn't because I was the victim, and I wouldn't have done so anyway.

From that point in September is, you know, when I learned that he was relentlessly pursuing, you know, having me removed from the high school. I learned that he emailed our city management and persistently, you know, kept telling them that they wanted -- that he wanted me out of the school. He even included emailing our chief as well. I learned about this as he made a complaint on me saying that I used excessive force. From that excessive force complaint, I was completely justified from my own department's investigation of the -- the incident and the arrest.

Obviously, nothing happened to me, I wasn't removed from the school at that time. He continuously told our principal, Felipe Mandurraga, that I displayed police brutality. In a district meeting, he -- he -- he would tell them that he wanted me gone, continuously. And luckily, they trusted enough to tell me. My arrest tactics, again, were justified from my police department.

Throughout the time that I was under investigation, if anybody notices that my attitude was -- you know, it sucked. I wasn't happy. But the school staff and the school administrators constantly let me know that they're glad that I stepped in to take action. They're glad that I was there to be there for that day. They know that I'm there to protect them.

In fact, they would actually tell you they love me having been on campus. I've even received messages from them since I've been removed from the campus, you know,

basically telling me that they miss me and that they want me back. I'm grateful for them, and that they were able to trust me and -- and -- and trust that I would do my job effectively.

Mr. Prado, the assistant principal of discipline, is the one that I work with daily every day while I'm at -- while I'm at the school. He proceeded to tell me that the chief operations officer, Mr. Derek Fahleson, was watching me on camera. Okay? When I say me, I also mean Ofc. Reaves (ph.) as well. He was watching us on camera.

I had no issues with him watching us on camera until the critique started coming, that he made comments such as, it's unfortunate we have two SROs, because they're always -- they're always acting as one.

I found those statements to be disturbing because he was actually never on the school site. I never saw him there to be able to verify the information. That allowed me to know that he had to have been watching cameras.

He also made critiques of security staff during lunch, that we may group up, or we may stand together. And I see no issue with that, as long as we were responding to what we needed to respond too.

The school does have AI cameras, so I know he can single out by typing in a database specific descriptions to be able to follow them on camera wherever they go.

Over the past few months, I have seen Mr. Calles, after -- even after learning that he wanted me gone, I have seen him on campus. I have seen him outside of campus. I have been professional, and I have even tried to acknowledge him by saying good morning. Every single time that I've tried that, he would simply just look away from me. He wouldn't -- he wouldn't acknowledge me at all.

I found that extremely rude, especially the other time -- another time where I saw him outside of campus, with the -- School Board member Mr. Chapman. I was exiting my patrol vehicle to get ready for the school day before school started. I exited my vehicle, and I said, hey, good morning, gentlemen. Mr. Chapman waved and said good morning. Mr. Calles turned his head.

At that point, I knew, at some point, this -- this man has a personal problem against me.

On January 6th, as the city opened the new Mesquite restaurant, I saw Derek Fahleson, the chief operations officer, outside of the school campus. We went to support the city, based on the chief's request that all officers go and go support the city in opening our new business. When I returned to the high school later, I learned from Mr. Prado that Mr. Derek Fahleson called him and said, hey, you know, do you know where your SROs are? Prado said, no, I trust them to, you know, do what they're doing, or go where they're supposed to go.

He says, okay, well, I saw them leaving at 10:30 together. You should know where they are at all times. He even bookmarked it in his -- to his computer, where other administrators can see at what time we left, and what time we came through the cameras. I thought that was very uncomfortable. When I -- when I learned that that was happening, again, the thoughts of quitting the high school made me -- made me -- came back into my brain -- into my head.

It made me also uncomfortable to wonder how much -- how many times has this man decided to watch me on camera, or to follow my actions on what I was doing? At that moment in time, I -- I felt the immense pressure from the school district, that they wanted me gone. I drafted a memorandum essentially saying that I wanted to come out from the high school, I wanted to leave. I did that under pressure. I didn't do that because I wanted to go. I did that because I felt they wouldn't stop messing with me. They wouldn't stop bothering me.

Yeah, I felt the environment was so severe that I had to -- that I wanted to leave. I reported this to the school staff, that I -- that I would most likely be coming out if they could find -- if we could find a replacement for me. We didn't find a replacement. However, the department understood that I was extremely bothered from that.

In late January, Mr. Prado asked me, hey Eric, when's your -- when -- when's going to be your last day? I told him I didn't know, because we didn't have a replacement yet. He told me to keep him informed, because Mr. Calles has been asking for answers from the district -- district grants coordinator, when is he leaving? And those -- those emails came from Ms. Angela Madsen. Again, I'm extremely grateful that he trusted to tell me

that.

On February 4th, I came into the school district and -- sorry, into the school, and I learned that there was a third-party lawyer or attorney that's been talking to staff. Again, staff trusted me enough to tell me that this lawyer, or this attorney, has been asking questions about me and my character, and to basically if what they saw was justified in my arrest that I made in September.

Again, very unsettling, considering I was already cleared from my own department. On February 6th, while at the high school, I responded to a disorderly student on campus. When I arrived, I saw a -- I saw Mr. Felipe Mandurraga, Dr. Perkins, and another teacher, Mr. Southern. They were holding a backpack away from a student. The student was very aggressive. He had his -- his -- his -- sorry. His fist clenched, and he was cussing at them, give me my fucking backpack. Give me my fucking backpack. He even said, I'll fuck you guys up, I'm going to fuck you guys up.

I responded out there, and I stood and watched. I turned on my body-worn camera to record the entire incident. I asked Mr. Mandurraga, let me know when you need me to stop this, as he was pushing Mr. Mandurraga directly in front of me. I said, let me know when you want me to stop this. He said, go ahead, take him now.

While I was -- while I was there, I told this young man to stop. I grabbed his arms. I told him to stop. He didn't seem too fond of complying with me. We went to the ground. I took him to the ground, as that's the easiest way to affect an arrest for an uncompliant subject.

Mr. Mandurraga later briefed Mr. Calles on the incident, and the first thing his -- the first answer that comes out of his mouth is, why the fuck is Hendrix still on my campus? I left for the day after booking that young gentleman into juvenile. On February 7th, on the way into work, I received a phone call from Mr. Mandurraga, on the way to school. This is around 10 a.m. He advised me that Jeremy Calles was reporting to him to order me to not show up to work today, that I am no longer allowed on the campus, and that I'm no longer the SRO at the high school.

He also told me that Mr. Calles was going to seek to terminate my contract as an SRO

for the high school. I packed up my stuff and left.

Later that day, around 1:30, I met with Ofc. Reaves outside of the high school. While I was outside, I saw, again, Chief Operations Officer Derek Fahleson outside. He stopped to talk to me and Reaves, and he said to us that he had nothing to do with my removal. He told me it was him and her. I asked him, who is her? He said, this was Leezah Sun and Jeremy Calles. They made the decision to remove you together. I told him he should have defended me. He said he did, but he was just doing as what he was told. Resulting in this, I am extremely embarrassed and hurt that I had to leave the place that I loved without telling my side of the story. I was not given a proper due process, and I was wrongfully removed from the high school. It is even more embarrassing and painful that the staff and students may think that I quit on them. That's not my characters I am very grateful that I have received plenty of messages from school staff and administrators that they miss me, and they feel bad about what happened to me. I am grateful that I was able to earn their trust.

This has had a major impact on my life, as I learned just this weekend. I haven't slept all weekend. It's also affecting me at home. I haven't been very engaging -- haven't been engaging as a father or spouse, and it's taken a huge toll on my mental health. With the wrongdoing of the school district and Mr. Calles, I hope to gain some peace in the future. And I'm doing this just for -- I'm doing this for everybody. You know, for all officers -- for any officer that may come to the school in the future, that they're treated and -- and welcomed as guests on the campus, and that they're supported. I'm not going to be quiet. I'm going to say what I have to say.

That's it.

RODRIGUEZ: All right, well thank you, Mr. Hendrix.

A couple of comments if I may, city attorney? It's -- go ahead.

WERTHER: Yes, so this is -- again, it's all a public session, so you can go ahead with any comments.

UNIDENTIFIED SPEAKER: Sir, before you make your comments, Chief Mendoza had something, unless you want to wait until after.

RODRIGUEZ: Go ahead, Chief.

MENDOZA: Test. Okay, here we go, we're on. I want to echo what Ofc. Hendrix said today, but I also want to mention that at no point did we receive any information from any of our schools that we participate at, be it elementary school or the high schools -- both of the high schools, that they were having any issues with our school resource officers. They've been given a mission to build relationships at the schools, work with the teachers and the students and parents to create a safe environment. I think all of them do that very well, and again, I think it's messaged back to us and to their supervisors that that's exactly what they're doing. So at no point other than what issues Mr. Calles brought up, have we ever received any type of information where Ofc. Hendrix or any of our SROs, were doing anything wrong ever.

So this is clearly retaliation. This is clearly harassment. There is no other way to really look at it. And it is -- and it is completely unfair that he has targeted Ofc. Hendrix, who, honestly, has done nothing wrong. So as part of any procedure, any type of arrest, any time we get a complaint about a use of force, we will automatically look into that. And regardless of what type of outside pressure happens. But in agreement with Ofc. Hendrix, when we looked at his conduct in that arrest -- in this current arrest, we don't have any issues with what happened. So I'll -- I'll stop there and wait for your comment, or if you had any questions.

RODRIGUEZ: Yeah, so I -- my comments are pretty straightforward. First of all, I'm sorry Mr. -- Ofc. Hendrix that you have to go and live your life under this pressure, unnecessary pressure. I had the opportunity to engage with you a couple of times at different school events, and I witnessed firsthand your interaction with students. And not only were they very positive, but they were very embracing. I mean, I can say without a doubt that the kids of Tolleson High School have a very, very high expectation of who you are, and the way you carry yourself, and the way you treat them. Now, from time to time, obviously, things get a little -- you know, you're a police officer, and -- and to clarify, you work for the City of Tolleson, not for the school district. So that's something you don't have to worry about, as far as I'm concerned. Now, we have

the City Manager that -- you know, chief that deal with that part of it. But at least from my part, I think you were in the right.

If somebody is trying to hurt me, or somebody is trying to hurt my daughter in a domestic violence dispute, and we have a resource officer on campus, I would expect them to be proactive and do their job, which you did. And I think you've been very transparent. I mean, one of the things that I picked up on is, before I got involved, I turned on my body cameras -- my body camera on. And that's critical, because if somebody is trying to hide something -- and you know, I've -- I worked for another agency, and there's other things involved over there. They don't turn their camera on. You know? And that's the first sign of there's ill intent. Like, why would you not turn your camera on?

But the very first thing you did. So any kind of negative perception, or for that matter, any proof needed to prove that what they're saying is incorrect, it's right there on film. So you know, and -- and you know, Commander Mendoza, now Chief Mendoza and I, have had multiple conversations about -- huh?

MENDOZA: No, no, it's just funny.

RODRIGUEZ: About different -- different interactions. And you know, every officer in Tolleson, just so the public knows, has a camera worn software on them. And every interaction that we've had, the first thing the chief says is, let me go back and look at the film. Let me review it. And he'll tell me, if our officer did something wrong, we'll bring them in, we'll talk to them. Our job is to have the best officers on our force, to serve the people that we -- that they serve day in and day out. If they didn't do nothing wrong, that's fine too. But we saw the video. You and -- and the lead sergeant, typically are the ones that review the videos.

So when people call and say, hey, something's not right here, we don't ignore those calls. And we did the same thing with the -- the high school accusations. And our own internal investigation proved that there's nothing there. So as far as I'm concerned, Mr. Hendrix, you have nothing to worry about. You are embraced in this community. You're definitely embraced here in the City of Tolleson as an organization, and I hope you get

some really good, earned rest. Because all this stress that you've gone through is unfortunate, unnecessary, and you deserve to have a good career here in our city, and we deserve to have officers like you here, so that's all I'm going to say at this point.

So other members of the council? Okay. Yes, go ahead, (indiscernible).

ERIVES: I just -- Mayor, thank you. I just wanted to echo, I work at the high school, and I have firsthand witnessed interactions with students. And Ofc. Hendrix, as far as -- they even ask to speak with him. Ask to have time and converse, right? Like, here, our students are so cool, and they're just a little laid back, and they're just kinda -- he walks in, they both walked in, they said hi, they're just checking in. Students say, can we go talk outside? And just -- that connection that you had, with those students, right? Like they know you, they know that they can trust you. The conversation that they're sharing with you is something that you needed to know, and they needed to know. And they trusted you, right? Like they have that trust with you.

I am sorry that the outside is affecting what's happening within our students and your interaction with them. Because our kids need that adult, that safe person. They need that person that they can trust, right? And you're still in Tolleson, so they know that they're still going to be able to come and talk to you.

But I just witnessed that firsthand, so I just want you to know that I have seen how you are -- your interactions with them. I just wanted to echo that, what you had mentioned. And I'm so proud that you are part of our city force, and that you will be here. And I look forward to more interactions with you. Thank you for speaking up.

RODRIGUEZ: Yes.

ERIVES: Because that is difficult. And sometimes it's easier not to say anything. But when it's the right thing to do, and it's the right thing that needs to be said, we need to hear it so that it can clear up other things, and then we can do other things with the information. But thank you for speaking up, and I hope you get well-deserved rest.

RODRIGUEZ: And you did mention something as part of your comments. And that is that, I won't be quiet. I would encourage you not to be. If you have a story to tell, and people are willing to listen, and they're asking, tell your story. Don't be quiet. You have

every right to say your piece, as much as they have every right to make up their side.

But at the end of the day, you're good.

So Councilmember Gamez, did I see your hand up?

GAMEZ: Yes, I have a question.

RODRIGUEZ: Yes, go ahead.

GAMEZ: For the attorney -- I forgot her name, I didn't hear it. What was her name?

RODRIGUEZ: Attorney Werther.

HENDRIX: Christina Werther.

GAMEZ: Attorney Weather?

HENDRIX: Werther.

GAMEZ: Werther. I have a question. Can you hear me?

RODRIGUEZ: Yes, we can hear you.

GAMEZ: Okay, good. My -- my question is, does our officer -- because of all the stress and taking days off, does he have a -- a -- a legal issue that he can go against these people? Can he file some kind of complaint legally? I know he's a city employee, but he's been harassed, he's been hassled. And I don't know if he has some kind of a legal recourse. I'm just wanting to know if that's possible for this gentleman.

WERTHER: Yeah, and Mayor and council, so obviously I can't advise specific, you know, to the officer, since I -- we represent the city as a whole. But I would say that we could certainly look into that, if that's something that you want to give direction. I think if we want to talk about it further, we probably would need to go into executive session for the legal advice portion.

RODRIGUEZ: Yeah, I -- me personally, I think if there's anything that city management can do to make our officer whole, that's something that the city manager and the chief should probably have to discuss. And then, if there's other legal stuff that we need to do, then you're right. It would be more of an executive session situation.

GAMEZ: Thank you.

RODRIGUEZ: Thank you. Anybody else on council? Yes.

ERIVES: I just want to reiterate what I think is one of the most important parts of this, is

that Ofc. Hendrix, you turned your camera on. And so whatever allegations have been made, there is footage to see, and that that has been reviewed. And in your capacity and your job as a police officer, you are tasked with protecting the community. And I realize that people have maybe sometimes not understanding or when it's happening to you personally, that there might be questions. But in this case, you turned your cameras on, and the video was there to show what action you had taken. So thank you for doing that. It's the right thing to do. And we appreciate that. And you.

RODRIGUEZ: Councilmember Davis?

DAVIS: I'm never -- I'm never a fan of arresting students on their campus, ever. I will say that. However, I know there are circumstances where it is necessary. And I do appreciate that you did turn on your camera, and you did the -- you did the right thing in those instances. Because especially when it comes to domestic violence, that -- zero tolerance for that across the board. Because no one deserves that type of abuse ever. So thank you. I know that you have -- do have a great reputation with the students. And you know, that -- that's very telling, that you were doing an amazing job on that campus. And I'm sorry that you have become a victim of politics. I really am -- am sorry that that has happened to you. And I wish you all the best in your career in -- in this great city that we call Tolleson. I know that we do have the best officers in the world here in Tolleson. And so I thank all of you for your service.

I know I've been accused of being defund the police before. I have to say that every time. I am definitely not. The man that I respect the most in this world is my grandfather, and he was a chief of police here in Tolleson. And so I want you to know that I always have your back, all of you, and I will always support you. And I just wish you all the best. And thank you for doing the hardest job because it's not easy.

RODRIGUEZ: So again, we're sorry you're going through this. You know, you're -- you've reached a position right now where I feel very comfortable to say that the council has your back. City management has your back. And you know, you have a job here, and we want you among our rank and file. So thank you for being a part of our family, and that's how we see you. And we're going to do the best that we can to support you in

any way that we can.

DAVIS: And I actually do have a couple of legal questions. So we should probably go into executive session for that.

RODRIGUEZ: Will we have to agendize that?

WERTHER: It is agendized, it is, for legal advice.

RODRIGUEZ: Well if we go into executive session, does Ofc. Hendrix get to stay, or --

WERTHER: I mean, typically, I mean, it's -- the representation is for -- you know, I represent the city. And so it's going to be between us and council. But anybody reasonably necessary to be there? So it seems as though we probably -- we might have questions.

RODRIGUEZ: Okay. And the reason I say that, just so that everybody else knows, when we go officially into executive session, the room has to be cleared, and only the person that legally are required to be there remain. So I will entertain a motion, or --

MEDRANO, JR.: Before we go there?

RODRIGUEZ: Go ahead.

WERTHER: I was going to say, you might want to do both -- a motion for both items that are going to be talked about.

RODRIGUEZ: Yes.

WERTHER: So that way you're only making one motion.

MEDRANO, JR.: And before we do that, once we're in e-session, I would ask that we do reverse the order and let Mr. Artz go first. Then, they can leave, and then we can talk about this issue.

RODRIGUEZ: That's a great suggestion.

MEDRANO, JR.: Because that's a very fundamental issue. It won't take us long.

RODRIGUEZ: (Indiscernible).

MEDRANO, JR.: Correct. And Mr. Hendrix can stay for that -- I don't know if he -- we can step --

WERTHER: Not for the first part. That part of the conversation.

MEDRANO, JR.: So --

RODRIGUEZ: Okay, so I will entertain a motion to go into executive session. We have a motion by Councilmember Davis, we have a second by Councilmember Erives. All those in favor, please signify by going aye.

ALL: Aye.

RODRIGUEZ: All right. Thank you for the thumbs up, Councilmember. We are now in executive session. I will also do a five-minute recess, so that if you need to go to the restroom, get some water or something, we can certainly do that.

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 FEBRUARY 11, 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 February 5, 2025 to February 18, 2025

MEETING DATE: February 25, 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 February 5, 2025 to February 18, 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: Febuary 5, 2025 to Febuary 18, 2025
PAYMENTS OVER \$10,000

VENDOR NAME	AMOUNT	CHECK #	CHECK/PAYMENT DATE
AXON ENTERPRISE INC	\$125,522.22	100274	02/12/2025
FELIX CONSTRUCTION COMPANY	\$95,087.10	183574	02/10/2025
ASR CONSTRUCTION GROUP LLC	\$48,317.84	183562	02/10/2025
STATE OF ARIZONA	\$45,000.00	183633	02/13/2025
ADVANCED ENVIRO CURE LLC	\$44,100.00	100259	02/11/2025
AZ PUBLIC SAFETY RETIREMENT, FIRE	\$39,915.86	100275	02/12/2025
PUMP PROS INTERNATIONAL CORPORATION	\$38,613.17	100269	02/11/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$34,317.59	100276	02/12/2025
BROWN AND CALDWELL	\$23,819.90	100264	02/11/2025
WASTE CONNECTIONS OF ARIZONA	\$18,966.19	183593	02/10/2025
BROWN AND CALDWELL	\$15,097.15	183564	02/10/2025
ADVANCED ENVIRO CURE LLC	\$15,000.00	100259	02/11/2025
MARICOPA COUNTY SHERIFF'S OFFICE	\$13,987.96	183619	02/13/2025
CUMMINS, INC.	\$11,575.73	183572	02/10/2025
MIDWAY WEST AMUSEMENTS	\$11,000.00	183621	02/13/2025
ARIZONA CUSTOM MILLWORK & CONTRACTING INC.	\$10,662.50	183597	02/13/2025
ARIZONA STATE TREASURER	\$10,019.41	183561	02/10/2025



CITY COUNCIL REPORT

SUBJECT: City Vehicle Use and Privacy Policy – Employee Handbook Section 404

MEETING DATE: February 25, 2025

TO: Mayor and Council

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

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The purpose of this agenda item is to present the City Vehicle Use and Privacy policy for Council consideration as an additional section to the Employee Handbook. This policy establishes guidelines for the use of City-owned vehicles by employees, ensuring safety, accountability, and compliance with City regulations.

BACKGROUND:

The City of Tolleson provides vehicles for official business purposes and has a vested interest in ensuring their proper use. This policy establishes expectations for employees operating City vehicles, protecting City assets from misuse, theft, or loss. Additionally, it clarifies the City's authority to monitor vehicle usage through GPS tracking and other means, reinforcing operational accountability.

DISCUSSION:

The key provisions of the **City Vehicle Use and Privacy Policy** include:

- Employees may operate City vehicles only for work-related purposes.
- The City reserves the right to monitor vehicle usage, including speed, location, and other data, via GPS tracking or similar technology.
- Employees have no expectation of privacy when operating or riding in a City-owned vehicle.
- Any tampering with GPS or monitoring equipment is strictly prohibited and subject to disciplinary action, up to and including termination.
- The City retains the right to inspect or search City vehicles at any time, with or without prior notice.

By formally adopting this policy into the Employee Handbook, the City reinforces its commitment to responsible vehicle use, risk management, and compliance with municipal standards.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends that the City Council approve the inclusion of the **City Vehicle Use and Privacy Policy** as an official section of the Employee Handbook to ensure clear expectations and enforceable guidelines for employees utilizing City-owned vehicles.

ATTACHMENTS:

1. City_Vehicle_Use_and_Privacy

City Vehicle Use and Privacy

404.1 PURPOSE

This policy establishes standards for the use of City-owned vehicles by employees in the performance of their job duties. It is intended to ensure the safe and appropriate operation of City vehicles, protect City assets from misuse, theft, or loss, and outline the City's rights to monitor vehicle usage. Employees are advised that City vehicles are subject to monitoring and inspection to promote accountability and compliance with this policy.

404.2 POLICY

Certain employees may operate City vehicles in the course of performing their job duties. The City has a significant interest in ensuring that such vehicles are operated safely and for work-related purposes. The City may monitor vehicle usage to safeguard against misuse, theft, or loss.

Employees have no expectation of privacy when operating or riding as a passenger in a City-owned vehicle. The City reserves the right to monitor the usage, speed, location, and other data associated with the use of City-owned vehicles. This includes the right to utilize a GPS tracking device to collect usage data. An employee's operation of a City vehicle shall be deemed consent to such monitoring.

Any tampering with or attempts to remove or disable GPS or other monitoring equipment is prohibited. Such actions will be subject to disciplinary action, up to and including termination.

All City vehicles are subject to search or inspection by the City at any time, with or without advance notice.



CITY COUNCIL REPORT

SUBJECT: Revision to Conflict of Interest Policy – Employee Handbook Section 104

MEETING DATE: February 25, 2025

TO: Mayor and Council

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

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The purpose of this agenda item is to request Council approval for a revision to the Conflict of Interest Policy in Section 104 of the Employee Handbook. The revision involves removing subsection 104.3.A.11(C) to streamline the policy and align with organizational priorities and standards.

BACKGROUND:

Section 104.3.A.11 of the Conflict of Interest Policy outlines scenarios in which employees may accept or solicit certain items in the course of their duties. Subsection **104.3.A.11(C)** currently permits employees to accept compensation, gifts, or discounts when offered to a class of government employees or public safety officers, provided it consists of at least ten members, and the interest is no greater than that of the other members.

Upon review, it was determined that this clause introduces complexities in monitoring compliance and creates the potential for misinterpretation, which could inadvertently lead to the appearance of impropriety. Removing this provision will help ensure a clearer and more enforceable policy.

DISCUSSION:

The revised section **104.3.A.11** will read as follows:

104.3.A.11 Accepting or soliciting any compensation, fee, gift, discount, entertainment, or other valuable item in the course of or as a result of performing the duties of their position unless:

- (A) it is a donation for a citywide employee program, or
- (B) it is deemed de minimis by the Finance Department.
-

The removal of subsection **(C)** eliminates ambiguity and further emphasizes the City's commitment to ethical conduct and the avoidance of conflicts of interest.

This revision has been reviewed and supported by the Employee Resources, Finance and Legal departments to ensure compliance with applicable regulations and policies.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends that the City Council approve the revision to the Conflict of Interest Policy in Section 104 of the Employee Handbook, removing subsection 104.3.A.11(C) to enhance policy clarity and enforceability.

ATTACHMENTS:

1. Conflict_of_Interest__Solicitation__and_Political_Activity (7)

Conflict of Interest, Solicitation, and Political Activity

104.1 CONFLICT OF INTEREST POLICY

The purpose of this policy is to ensure that the business of the city will be conducted in such a way that no employee will gain a personal or financial advantage from his or her work for the city and so that the public trust and the best interests of the city will be preserved.

104.2 DEFINITIONS

- (a) Appearance of Impropriety means an interest, other than a Substantial Interest, under which reasonable minds, with knowledge of all relevant circumstances, if disclosed, would conclude that an employee's honesty, integrity, or impartiality was impaired.
- (b) For purposes of this policy, family member means the spouse, child, child's child, parent, grandparent, brother, sister of the whole or half blood and their spouse and the parent, brother, sister or child of the spouse.
- (c) Substantial Interest means any non speculative monetary or proprietary interest, either direct or indirect.

104.3 PROHIBITED ACTIVITY

(a) A public officer shall not participate in any official act or action if he or she has a conflict of interest, whether real or perceived, in the matter under consideration.

For the purposes of this policy, a conflict of interest occurs when 1) an interest particular to an employee, or to that of an employee's family member, influences, or has the potential to influence, the ability of that employee to exercise objectivity and/or act in the City's best interest; or 2) there is an appearance of impropriety raised by the employee's actions or involvement in the transaction. While not intended to be all-inclusive, the actions listed below are considered a conflict of interest when carried out by an employee and are strictly prohibited:

1. Participation, including but not limited to, research, advice, negotiation, or decision making, at any stage in the process, of any business transaction of the City such as contracting, sales, procurement, or provision of services, when the employee, or the employee's family member, has a Substantial Interest in the transaction or the Appearance of Impropriety is present;
2. Supplying the City, through any process whether competitive or not, with any equipment, material, supplies or services beyond the scope of employment;
3. Participation in another business, organization, or activity that may, in any way, compromise City relationships, disadvantages, or competes with the City or its interests;

Conflict of Interest, Solicitation, and Political Activity

4. Any employment activity or enterprise involving the use of any City resource such as time, facilities, equipment, supplies, badge, uniform, prestige, or influence of the office of employment for private gain;
5. Receipt or acceptance, directly or indirectly, of financial compensation or other thing of value from anyone other than the City for the performance in their role within the City.
6. Representation of another person for compensation in any transaction with the City, or matter pending before the City, in which the employee participated in the course of performance of the employee's official duties;
7. Disclosure or use of confidential or privileged information acquired by the employee in the course of performance of the employee's official duties to advance personal interests or the interests of family members or personal or professional associates;
8. Preferential treatment is given or appears to be given to any family members, friends, or business associates or to anyone else that would advance the personal interest of an employee; or
9. Securing any valuable thing or benefit for the employee, or the employee's family member, that would not ordinarily accrue to the employee or family member in the performance of the employee's official duties.
10. Using or attempting to use the employee's official position to secure any valuable thing or benefit that would not ordinarily accrue to the employee in the performance of his or her official duties, if the thing or benefit is of such character as to manifest a substantial and improper influence on the employee with respect to the employee's official duties.
11. Accepting or soliciting any compensation, fee, gift, discount, entertainment, or other valuable item in the course of or as a result of performing the duties of their position unless (A) it is a donation for a city wide employee program, or (B) it is deemed de minimis by the Finance Department. ~~; or (C) it is offered to a class of government employees or public safety officers consisting of at least ten members when the interest is no greater than the interest of the other members.~~ Except as provided herein, City employees, or their relatives, may not accept gifts or favors from, or on behalf of, any person, business, organization, or group conducting or desiring to conduct business with the City. Employees may not solicit a meal (lunch, dinner, etc.) from any member of the public, but may attend a meal at a business function or when the meal is deemed de minimis by the Finance Department. If employees attend a business meal, they should attempt to pay for their portion, which will be reimbursed as out-of-pocket expenses in accordance with the Finance Department's reimbursement procedures.

(b) This provision does not prohibit:

1. Solicitation or acceptance by an employee of loans from banks or other financial institutions on customary terms to finance proper and usual activities of the employee.
2. Acceptance of unsolicited advertising or promotional material such as pens, pencils, calendars, shirts, hats, and
3. Acceptance of items offered by raffle or chance to all participants while attending an approved event or conference during the course of business.

Conflict of Interest, Solicitation, and Political Activity

4. Acceptance of waived or discounted fees for a conference hosted by an association of government entities when the employee organizes or is presenting at the conference.
5. Employees may not accept or solicit any promises for individual preferential treatment in exchange for special treatment by the employee in their role within the City.

104.4 RESPONSIBILITIES

Each employee is individually responsible for identifying and avoiding any conflict of interest.

- (a) Employees must immediately disclose any potential, or apparent conflicts of interest in writing to their immediate supervisor utilizing the Conflict of Interest Form. Even if the employee is confident that he or she can be objective in the matter and that the public interest would not be harmed by the employee's participation, the employee must disclose the substantial interest and not participate in the matter. Additionally, the employee must refrain, at the earliest stage possible, from any participation in City transactions where a conflict of interest exists.
- (b) A supervisor who has received a written conflict of interest disclosure is responsible for documenting the reasons he/she believes the city should move forward notwithstanding the conflict and why it is in the best interest of the City. In addition, an explanation of the actions he/she will take to monitor the conflict should be disclosed on the conflict of interest disclosure (such as monitoring Purchasing Card (P-card) activity and all direct payments). Further, the supervisor is responsible for forwarding the disclosure to the Employee Resources Department. If the conflict is in any way related to a potential procurement activity, a copy must also be forwarded the Chief Financial Officer who shall have the opportunity to veto the purchase.
- (c) Department Directors are responsible for communicating the requirements of this policy to their staff and instituting proper controls to monitor and address conflicts of interest.
- (d) The City Attorney is responsible for interpretation or clarification of legal and regulatory requirements. Employees are encouraged to seek advice from the Chief Financial Officer or City Attorney as needed.
- (e) The Employee Resources Department is responsible for training new employees on the requirements of this policy and retaining conflict of interest disclosures.

104.5 CONTRACTS VOIDABLE

If an employee is significantly involved in initiating, negotiating, securing, drafting, or creating a contract on behalf of the City, within three years after its execution:

- (a) The City has the right to cancel the contract without penalty or further obligation if the employee is or becomes an employee or agent of any other party to the contract in any capacity while the contract or any extension of the contract is in effect; and
- (b) The City has the right to cancel the contract without penalty or further obligation if the employee is or becomes a consultant to any other party of the contract with respect to the subject matter of the contract.

Conflict of Interest, Solicitation, and Political Activity

104.6 SOLICITATION AND DISTRIBUTION POLICY

104.6.1 GENERALLY

For the purposes of this policy "solicitation" means "an act of requesting an individual, for reasons of personal gain, to purchase goods, materials, or services, or a plea for financial contribution," and "distribution" means "an act of distributing goods, materials, and/or written materials or literature."

104.6.2 EMPLOYEE SOLICITATION

Employees shall not engage any member of the public in solicitation while acting in an official capacity unless approved by the employee's department director or the City Manager. Employees may solicit other employees in work areas that are out of the public view areas as long as:

- (a) Any solicitation does not interfere with the normal work duties of any employee; and
- (b) No pressure to purchase or contribute, direct or otherwise, is made; this includes an immediate halt of any solicitation directly to an employee once the employee being solicited notifies the solicitor that the solicitation is unwanted; and
- (c) City resources, including email, are not used in solicitation.

104.6.3 EMPLOYEE DISTRIBUTION

Employees may distribute goods and written materials in work areas as long as such distribution does not interfere with the normal work duties of any employee.

104.6.4 ANNOUNCEMENTS FOR CHARITABLE OPPORTUNITY

Charitable community events may be announced to employees using City resources (such as email) as long as prior approval of the department director is obtained.

104.7 POLITICAL ACTIVITY POLICY

104.7.1 GENERALLY

Employees may participate in political activity outside their employment, but shall not allow their interest in a particular party candidate, or political issue to affect the objectivity of their regular city duties. Section 9-500.14 of Arizona Revised Statutes (as may be amended) governs the use of city resources or employees to govern elections.

104.7.2 PROHIBITIONS

In order to assure compliance with Arizona law:

- (a) No employee may solicit or attempt to solicit support for a candidate or political party involved in a Tolleson municipal election from any employee or appointed official.
- (b) No employee, when acting as a representative of the City, may take any part in the campaign of a candidate for election.
- (c) An employee may exercise his or her rights as a citizen to vote and to express opinions as an individual citizen, but not as a representative of the City.
- (d) No paid employee will seek election to public office with the City while employed by the City.

Conflict of Interest, Solicitation, and Political Activity

- (e) No employee, appointed official or elected official of the City shall use any influence or pressure upon any employees to obtain any assessment or contribution of money or time, either direct or indirect, for any political campaign or personal gain.
- (f) No employee shall use, threaten to use, or attempt to use political influence in securing any employment benefit or advantage.
- (g) No employee, appointed official, or elected official may (1) use City equipment such as a fax machine, telephone, copier, computer hardware and software, printers, mailboxes, postage, webpages, newsletters, newspapers, email or any other City resource for campaigning purposes; (2) work on a campaign (local, state, or national) during work hours or on City property; or (3) identify himself or herself as a City employee or wear a City uniform when campaigning for any candidate (local, state, or national).

104.7.3 PERMITTED ACTIVITIES

During a national, county, state, or local election, an employee may, as a private citizen only, using his/her own time and own (or other private) resources and not wearing City attire or uniform:

- (a) Express opinions.
- (b) Attend meetings for the purpose of becoming informed concerning the candidates for public office and the political issues.
- (c) Display campaign signs on his or her property.
- (d) Vote and sign nomination petitions for candidates.
- (e) Display bumper stickers for a candidate or relating to a local election as long as it is not on a City vehicle and as long as the private vehicle is not permanently parked on City property.
- (f) Solicit contributions for candidates.
- (g) Give his or her money, time, and energy to candidates.
- (h) Distribute official materials for candidates.
- (i) Engage in other campaign activities as a private citizen, but not as a representative of the City.

See attachment: [Conflict of Interest Form.pdf](#)

Attachments

Conflict of Interest Form.pdf



CITY OF TOLLESON

9055 W. Van Buren St. • Tolleson, AZ 85353 • Direct: (623) 936-7111 • Fax: (623) 936-7117 • TTY users, dial 711 for Relay

This is a notice to the City that the following employee has become aware of facts that require the filing of this statement regarding a conflict of interest. If the conflict is in any way related to a potential procurement activity, a copy must also be forwarded the Chief Financial Officer prior for approval.

Name & Information of City Official or Employee

First Name

Last Name

Department

Position/Title

Supervisor's Name

Identify the transaction or matter in which you or your relative may have a conflict of interest, including a "substantial interest" or the "appearance of impropriety."

Describe the "substantial interest" or "appearance of impropriety" referred to above.

To avoid any possible conflict of interest as defined by Arizona state law or City of Tolleson policy, I will refrain from participating in any manner in the transaction or matter identified above.

Employee Signature

Date

Date Provided to Supervisor



CITY OF TOLLESON

9055 W. Van Buren St. • Tolleson, AZ 85353 • Direct: (623) 936-7111 • Fax: (623) 936-7117 • TTY users, dial 711 for Relay

Supervisor Signature

Date

Once completed, the supervisor must forward one copy to the Employee Resources Director. If the conflict is related to the purchase or potential purchase of a good or service, a copy must also be sent to the ***Chief Financial Officer who shall have the opportunity to veto the purchase.***

Date Received by Employee Resources

Date Received by Procurement (if applicable)



CITY COUNCIL REPORT

SUBJECT: Amendment to the City Manager's Employment Agreement for Salary Adjustments

MEETING DATE: February 25, 2025

TO: Mayor and Council

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

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

This agenda item aims to seek City Council approval of an amendment to the employment agreement of the City Manager, Reyes Medrano, Jr. The proposed amendment will align the City Manager's salary structure with the City's approved cost-of-living adjustments (COLA) and performance-based salary increases granted to general employees.

This adjustment ensures consistency with the City's compensation practices and reflects the City Manager's continued leadership and contributions to the organization.

BACKGROUND:

The City Manager's current contract establishes a set salary, requiring explicit Council action for any adjustments. Historically, the Council has approved periodic salary increases based on performance and market conditions. The proposed amendment provides a streamlined approach, automatically adjusting the City Manager's salary by any Council-approved COLA and performance increases, eliminating the need for separate salary approvals beyond standard compensation adjustments.

This approach maintains transparency while aligning the City Manager's compensation with broader city-wide salary policies.

DISCUSSION:

Under the proposed amendment:

- The City Manager's salary will adjust proportionally whenever the City Council approves a COLA for city employees.
- Performance-based increases, when applicable and approved by the Council, will also apply to the City Manager's salary.
- The amendment does not impact other contractual terms such as benefits, duties, or term length.

BUDGET IMPACT:

Any salary adjustments would align with existing budget allocations for COLA and performance-based increases, ensuring no additional fiscal burden beyond previously approved expenditures.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed amendment to the City Manager's employment agreement, ensuring salary adjustments remain consistent with city-wide practices.

ATTACHMENTS:

1. R Medrano 10 24 23 - Employment Agreement - City Manager - End Date 11 15 26
2. First Amendment to City Manager Employment Agreement

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective November 16, 2023 (“Effective Date”), is by and between the City of Tolleson, (hereinafter called “Employer” or “City”) and Reyes Medrano, Jr., (“Employee” or “City Manager”). This Agreement supersedes, supplants and replaces the previous City Manager Agreement (“prior Agreement”), which became effective November 16, 2020.

WHEREAS, the Employer desires to continue to employ Reyes Medrano, Jr., as City Manager for the City of Tolleson and Reyes Medrano, Jr. desires to continue his employment as the City Manager for the City of Tolleson; and

WHEREAS, it is the desire of the Employer to establish certain conditions of employment, to provide certain benefits, and to set working conditions.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Powers and Duties of the City Manager

Employer agrees to employ Reyes Medrano, Jr., as the City Manager for the City of Tolleson to perform managerial functions as set forth in the City Code and as required by the laws of the State of Arizona (the “State”), and to perform such administrative and executive duties as required by his position and such other legally permissible and proper duties and functions as the Council of the City of Tolleson (the “Council”) shall from time to time assign to Employee, subject to this Agreement and City Code.

Section 2: Term

A. This Agreement shall be effective from November 16, 2023 through November 15, 2026 (“Expiration Date”), unless the Expiration Date is accelerated as hereinafter provided.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Employee in accordance with the provisions of State law, the City Code and further subject to the provisions of Section 4 and 5 of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 5 and Section 3(C) of this Agreement.

D. On November 15, 2026, absent action by the Council, this Agreement shall renew on a month-to-month basis, and subject to the City budget for each year including funding for compensation for the City Manager position and subject to Employee being willing and able to fulfill the duties of the City Manager.

Section 3: Termination

For the purpose of this Agreement, termination shall occur when:

A. A majority of the Council votes to terminate the Employee at a duly authorized public meeting, with or without cause.

B. If the Employer, citizens or legislature acts to amend any provisions of the City Code or State law pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee or Employer shall have the right to declare that such amendments constitute termination.

C. If the Employer, at any time during the term of this Agreement, reduces the salary or any other financial benefit of the Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following Notice, to comply with any provision herein or to provide any benefit to Employee required hereunder, the Employee may, at his option, be deemed terminated as of the date of such reduction or failure to comply.

D. Either party provides the other with Notice of a breach of contract, and the other party fails to cure such breach within a thirty (30) day cure period.

Section 4: Severance

A. Severance will be paid to the Employee when employment is terminated as defined in Section 3 or Council decides not to renew Employee's contract at the time of its expiration.

B. In the event Employee is terminated by the Council during the term of this Agreement, and during such time as Employee is willing and able to fulfill the duties of the office under this Agreement, the Employer agrees to pay Employee a lump-sum payment (unless otherwise agreed to by Employer and Employee) equal to twelve months' salary, which is the current ICMA Model Employment Agreement recommended severance amount, at the current rate of pay and benefits, including, without limitations, full payment for health insurance, life insurance, vacation leave, sick leave, personal day, and retirement benefits.

C. If the Employee is terminated because of a conviction of a felony, or knowing malfeasance or misfeasance in office, then the Employer is not obligated under any circumstances to pay severance pay and benefits under this section.

Section 5: Resignation

In the event that the Employee voluntarily resigns his position prior to the expiration of the term of this Agreement or any extension thereof, Employee shall provide notice of his intent to resign not less than thirty (30) days prior to the effective date thereof unless the parties agree otherwise. The severance benefits outlined in Section 4 shall not be payable to the Employee if he resigns pursuant to this Section. Employee shall be entitled to his normal accrued vacation leave and retirement benefits, and if applicable, sick leave, personal day, upon termination.

Section 6: Compensation

A. Base Salary. Employee's Base Salary shall be adjusted starting July 1, 2024 based on the results of City's planned wage and compensation study being conducted in fiscal year 2023-24. The City Council may provide Employee with other cost of living adjustments as it otherwise sees fit.

B. Raises or Bonus Pay. Whether to increase Employee's annual base salary or otherwise provide additional compensation from November 16, 2023 through the remainder of this contract shall be in the sole discretion of the City Council. The Council may consider such raises or bonus pay at a meeting of the Council in October of each year of this Agreement.

Section 7: Vacation, Sick Leave, and Personal Day

Employee shall accrue twenty-eight (28) days of vacation annually. Employee shall be entitled to one (1) personal day annually. Employee shall accrue twelve (12) days of sick leave annually, and shall be eligible to accrue and maintain up to but not exceeding 560 hours of sick leave.

The Employee is entitled to accrue all unused vacation leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, sick time, and applicable personal day except as stated in Section 4(C). This entitlement is provided notwithstanding City policy encouraging that available leave be taken for rest and relaxation from the rigors of the job.

Nothing in this provision is intended to nor shall it impact or affect the Employee's ability to carry forward sick time, vacation, and personal time accrued and accumulated prior to the Effective Date.

Section 8: Health, Disability and Life Insurance Benefits

Employer agrees to provide and to pay the premiums for health, disability and life insurance benefits for the Employee and his/her dependents equal to that which is provided to all other employees of the City.

Section 9: Retirement

Employer shall make contributions into the Plan an amount equal to fifteen percent (15%) of the Employee's Base Salary set forth in Section 6(A) as adjusted, if any, pursuant to Section 6(B), provided, however, that the Employer shall not contribute more than the maximum amount allowed by applicable law, regulation or Plan rules. The Plan will conform to all applicable state and federal regulations, including but not limited to those issued by the Internal Revenue Service and the Internal Revenue Code. Employee shall be responsible for any state and federal tax consequences directly or indirectly related to the Employer's contribution made pursuant to this Section. The parties agree to execute any and all documents and instruments required to effectuate the provisions of this section, provided, however, nothing contained herein shall require the Employer to pay more than the amount set forth herein.

Section 10: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions on behalf of Employee necessary for continuation and full participation in national, regional, State, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. This benefit shall not be deemed a severance benefit under Section 4 of this Agreement.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and related occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ACMA Semi-Annual Conferences, the Arizona League of Cities and Towns, and such other national, regional, State, and local governmental groups and committees thereof in which Employee serves as a member. This benefit shall not be deemed a severance benefit under Section 4 of this Agreement.

C. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and hereby agrees to reimburse or to pay said general expenses. The Chief Financial Officer is hereby authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, personal affidavits, or payroll contribution. Such expenses may include personal services allowance up to \$200/mo. as well as a monthly care allowance in accord with the City of Tolleson compensation plan. This benefit shall not be deemed a severance benefit under Section 4 of this Agreement.

D. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer agrees to budget for and to pay for the reasonable membership fees and/or dues, travel and subsistence expenses to enable the Employee to become an active member in local civic clubs or organizations. This benefit shall not be deemed a severance benefit under Section 4 of this Agreement.

Section 13: Indemnification

A. Beyond that required under federal State or local law, Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of such duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such circumstances, the Employee may request independent legal representation at Employer's expense and the Employer shall not unreasonably refuse to provide such representation or unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by any party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be entered only with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments will continue beyond Employee's service to the Employer as long as litigation is pending.

Section 12: Bonding

Employer shall bear the cost of any fidelity or other bonds required of the Employee.

Section 13: Other Terms and Conditions of Employment

A. The Employer, only upon separate agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code or any other law.

B. All provisions of the City Code and the rules and regulations adopted by Employer relating to vacation, sick leave, personal day, retirement contributions, holidays, and other fringe benefits, and working conditions, as they now exist or hereafter may be amended, shall also apply to Employee, unless such benefits are provided for otherwise in this Agreement, in addition to the benefits enumerated herein specifically for the benefit of Employee.

Section 14: Notice

A. The term "Notice" as used in this Agreement means written notice.

B. Any Notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered to Employer if such Notice is delivered to the City Clerk at City Hall; and to Employee if such Notice is delivered to his residence according to the address maintained on file at City Hall. Notices shall be by certified mail (addressee only; return receipt requested) or by hand with appropriate return.

C. "Days" in the Agreement signifies calendar days unless otherwise specified.

Section 15: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any existing agreements, prior discussions or representations by or between the parties are merged and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments will be incorporated into and made part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the impingement or judicial modification of the invalid provision.

D. Cancellation. This agreement shall be subject to the cancellation provisions of ARS §38-511.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the City of Tolleson has caused this Agreement to be executed in its behalf by its Mayor and attested by its City Clerk, and Reyes Medrano, Jr., has executed this Agreement in his own behalf.

CITY OF TOLLESON, ARIZONA

By: 
Juan F. Rodriguez, Mayor

ATTEST:


Crystal Zamora, City Clerk

EMPLOYEE

By: 
Reyes Medrano, Jr., City Manager

APPROVED AS TO FORM:


Justin Pierce, City Attorney

Certificate Of Completion

Envelope Id: AFE21C5D69A84A23A4CD4BD69BEBD5BC

Status: Completed

Subject: Complete with DocuSign: 10 24 23 City Manager Employment Agreement 11 26 23 to 11 15 26.pdf

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Citlaly Salas

AutoNav: Enabled

citlaly.salas@tolleson.az.gov

Enveloped Stamping: Enabled

IP Address: 208.87.239.202

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Citlaly Salas

Location: DocuSign

10/30/2023 10:04:51 AM

citlaly.salas@tolleson.az.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO City of Tolleson

Location: DocuSign

Signer Events**Signature****Timestamp**

Juan Rodriguez

juan.rodriguez@tolleson.az.gov

Security Level: Email, Account Authentication
(None)

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Signed: 10/30/2023 4:22:12 PM

Signature Adoption: Drawn on Device

Using IP Address: 208.87.239.202

Electronic Record and Signature Disclosure:

Accepted: 4/23/2021 5:12:07 PM

ID: 479786c4-20fe-4dbd-98a5-b574342b1f6a

Reyes Medrano

reyes.medrano@tolleson.az.gov

City Manager

Security Level: Email, Account Authentication
(None)

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Viewed: 10/30/2023 8:42:14 PM

Signed: 10/30/2023 8:42:42 PM

Signature Adoption: Drawn on Device

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 10/30/2023 8:42:14 PM

ID: a998ffa2-108f-4f03-8ec9-40b5c187d38d

Crystal Zamora

crystal.zamora@tolleson.az.gov

Carahsoft OBO City of Tolleson

Security Level: Email, Account Authentication
(None)

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Viewed: 10/30/2023 10:05:19 PM

Signed: 10/30/2023 10:05:45 PM

Signature Adoption: Pre-selected Style

Using IP Address: 72.222.130.62

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Justin Pierce

justin@pierccoleman.com

City Attorney

Security Level: Email, Account Authentication
(None)

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Viewed: 10/31/2023 8:58:44 AM

Signed: 10/31/2023 8:58:59 AM

Signature Adoption: Pre-selected Style

Using IP Address: 184.98.163.34

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 10/31/2023 8:58:44 AM

ID: 4e2ce531-89cd-4cbf-9d0e-def69d4e85bd

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Citlaly Salas citlaly.salas@tolleson.az.gov Deputy City Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/31/2023 8:59:00 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2023 10:08:31 AM
Certified Delivered	Security Checked	10/31/2023 8:58:44 AM
Signing Complete	Security Checked	10/31/2023 8:58:59 AM
Completed	Security Checked	10/31/2023 8:59:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Tolleson (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Tolleson:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: wjackson@tollesonaz.org

To advise Carahsoft OBO City of Tolleson of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at wjackson@tollesonaz.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Tolleson

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to wjackson@tollesonaz.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Tolleson

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to wjackson@tollesonaz.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify Carahsoft OBO City of Tolleson as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Tolleson during the course of your relationship with Carahsoft OBO City of Tolleson.

AMENDMENT NUMBER ONE TO CITY MANAGER EMPLOYMENT AGREEMENT

**BETWEEN
THE CITY OF TOLLESON
AND
REYES MEDRANO, JR.**

THIS AMENDMENT NUMBER ONE TO CITY MANAGER EMPLOYMENT AGREEMENT (this “Amendment”) is made as of February X, 2025, between the City of Tolleson, an Arizona municipal corporation (the “Employer”) and Reyes Medrano, Jr. (the “Employee”).

RECITALS

A. The Employer previously entered into a City Manager Employment Agreement (the “Agreement”) with Employee effective November 16, 2023.

B. The Employer and Employee desire to amend the Agreement to provide cost of living adjustments consistent with all other city employees.

AMENDMENTS

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 Employer and the Employee agree to amend the Agreement as follows (strikethrough removes the language from the Agreement and ALL CAPS adds language to the Agreement):

Section 6:

- A. Base Salary. Employee’s Base Salary shall be adjusted starting July 1, 2025, and each fiscal year thereafter in accordance with the City’s approved compensation plan as determined during the budget process. The City Council ~~may~~ **SHALL** provide Employee with cost of living adjustments and merit (performance) increases **THE SAME** as **PROVIDED TO ALL OTHER CITY EMPLOYEES.** ~~it otherwise sees fit.~~

[SIGNATURES ON FOLLOWING PAGE]

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

“Employer”

CITY OF TOLLESON,
an Arizona municipal corporation

REYES MEDRANO, JR.

Juan F. Rodriguez, Mayor

Reyes Medrano, Jr., City Manager

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Pierce Coleman PLLC, City Attorney