TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, MARCH 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/w/84069679194) with a computer or cell phone.

A. CALL TO ORDER

B. INVOCATION/PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

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

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

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

F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring April 21-26, 2025 as Neurodiagnostic Week in the City of Tolleson, recognizing the vital role of neurodiagnostic technologists in diagnosing, treating, and monitoring neurological conditions. The Tolleson community honors their dedication to advancing patient care and remains committed to supporting excellence in neurological healthcare. – Anna Costina, President of AZ ASET

2. Proclamation declaring March 2025 as American Red Cross Month in the City of Tolleson, recognizing the contributions of the American Red Cross and its volunteers in providing humanitarian aid, disaster relief, and emergency assistance to those in need. – Georgi Donchetz, American Red Cross Communications Manager

3. Introduction of New Employees:
   Development Services Department – Diego Padilla, Sr. Traffic Operator
   Utilities Department – Alejandro Padilla, Wastewater Operator
   Employee Recognition:
   Employee Resources Department – Daishawna Matthews, Employee Resources Specialist and Yareli Zavala, Employee Resources Specialist: Public Sector Human Resources Certified Professional (PSHRC) Designation

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

1. Public Hearing – Soliciting comments from interested parties in reference to establishing new fees as outlined in the proposed Citywide Fee Schedule for City services, permits, and licenses, pursuant to Arizona Revised Statutes § 9-499.15.

   Council Action: Adopt/Deny Ordinance No. 615 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson City Code, revised, by amending Chapter 2, Article 2-6, Section 2-6-5 - Court Fees and Charges; Chapter 5, Articles 5-1, and 5-4 through 5-8, Sections 5-1-8 - License Fees, 5-4-3 - Special Permit Fee, 5-5-8 - Fees, 5-6-21 - Fees, 5-7-17 - Fees, and 5-8-13 - Fees respectively; Chapter 7, Article 7-3, Section 7-3-4 - Permit Application; Chapter 10, Article 10-3, Section 10-2-3 - Utility Bills; and Chapter 12, Articles 12-2, 12-4, and 12-5, Sections 12-2-24 - Filing Fees, 12-4-169 - Site Plan Review and Building Permits, 12-4-170 - Filing Procedure and Fee Schedule, 12-5-16 - Site Plan Review and Development Fees, and 12-5-18 - Zoning Fees, respectively; providing for repeal of conflicting ordinances; and providing for severability. (Finance Department)

   Council Action: Adopt/Deny Resolution No. 2595 of the Mayor and City Council of the City of Tolleson, Arizona, adopting the Consolidated Fee Schedule for City Services, Municipal Court Services, Field Services Fees, Fire Department Fees, Development Services Fees, Library Fees, Parks and Recreation Fees, Police Department Fees, Utility Department Fees, and any fees related to use of City facilities, permits, and licenses; providing for repeal of conflicting resolutions; providing for severability; and setting an effective date of April 25, 2025. (Finance Department)

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 25, 2025. (City Clerk Department)

2. Approve Claims and Bills Report for the period of February 19, 2025 to March 18, 2025. (Finance Department)

3. Approve the Employee Staffing Agreement between the City of Tolleson and Educational Services, LLC (ESI) for employee staffing services, and authorize the City Manager to execute and deliver said Agreement. The initial term shall be effective from April 1, 2025, through June 30, 2025, with a total amount of $50,000 for FY 25 and the option for annual renewal upon mutual agreement of both parties. Additionally, approve and authorize the City Manager to enter into and execute the second Employee Staffing Agreement, as necessary, to facilitate the implementation and continuation of employee staffing services, with a total amount of $150,000 for FY 26. (Employee Resources Department)

4. Approve Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and CDW Government, LLC for Software Value Added Reseller Services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from $250,000 to $300,000 for additional services. (Information Technology Department)

5. Approve the Fourth Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Pump Pro LLC for the purchase of goods, materials and/or services described in the Contract as vertical water pumps, maintenance, purchase and repair, and authorize the City Manager to execute and deliver said Agreement. The City and the Contractor wish to retroactively amend the Agreement to extend the term of the Agreement through November 18, 2025, and to increase the annual aggregate from $300,000 to $500,000 for additional goods, materials and/or services. (Utilities Department)

6. Approve First Amendment to the Chemical Purchase Agreement between the City of Tolleson and PVS DX, Inc. for the purchase of chemicals for the Tolleson Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from $200,000 to $500,000 for additional chemical purchases. (Utilities Department)

7. Adopt Resolution No. 2596 of the Mayor and City Council of the City of Tolleson, Arizona, authorizing the City Manager to execute a Termination and Release of Development Agreement on behalf of the City; and providing for repeal of conflicting Resolutions. (Development Services Department)

I. <u>REGULAR AGENDA – ACTION ITEMS</u>

1. Approve/Deny the Job Order Master Agreement between the City of Tolleson and Achen-Gardner Construction, LLC for Job Order Contracting (JOC) Water/Wastewater Pipeline Utility and Infrastructure, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed $1,500,000 for services. This Agreement shall remain in full force and effect until September 2, 2025. (Development Services Department)

2. Adopt/Deny Resolution No. 2597 of the Mayor and City Council of the City of Tolleson, Arizona, (1) providing for the sale and issuance of City of Tolleson, Arizona General Obligation Bonds, Series 2025 and for the annual levy of a tax for the payment of the bonds; (2) approving the form and authorizing the execution and delivery of the necessary agreements, instruments and documents related to the sale and issuance of the bonds; (3) delegating authority to the City Manager and the Chief Financial Officer of the City or their designees to determine certain matters and terms with respect to the foregoing; and (4) authorizing the taking of all other actions necessary to consummate the transactions contemplated by this resolution and ratifying all actions taken to further this resolution. (Finance Department)

3. Adopt/Deny Ordinance No. 616 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, prohibiting camping in designated public areas and providing penalties for violations; providing for repeal of conflicting ordinances; and providing for severability. (Police Department)

4. Adopt/Deny Ordinance No. 617 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, prohibiting the unauthorized removal, possession, or alteration of shopping carts; providing penalties for violations; providing for repeal of conflicting ordinances; and providing for severability. (Police Department)

J. <u>WORK STUDY AND PRESENTATIONS – FOR DISCUSSION</u>

1. Discussion pertaining to a potential development on the property located at the southwest corner of 91st Avenue and McKinley Street. – Jason Earp, Development Services Director

2. FY 2025 Second Quarter Update – Kevin Artz, Chief Financial Officer

3. FY 2026 First Budget Work Study – Kevin Artz, Chief Financial Officer

K. <u>MAYOR AND CITY MANAGER'S REPORT OF CURRENT EVENTS – FOR DISCUSSION</u>

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

2. Council Update on National League of Cities Congressional City Conference on March 10-12, 2025 in Washington, DC.

L. <u>CONVENE INTO EXECUTIVE SESSION</u>

1. Motion to go into executive session.

2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to receive legal advice and discuss and consult with the City Attorney regarding a contract that is the subject of negotiations relating to a nonprofit organization.

3. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to receive legal advice and discuss and consult with the City Attorney regarding a contract that is the subject of negotiations relating to joint use of school facilities and funding.

M. <u>RECONVENE INTO PUBLIC MEETING</u>

N. <u>ADJOURNMENT</u>

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

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

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

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

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

Prerequisites for attending Zoom Webinars (one required):

1. Zoom Desktop Client: Navigate to the Zoom website (https://zoom.us/) 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/)
    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 March 20, 2025.

Proclamation

Neurodiagnostic Week

April 21-26, 2025

WHEREAS, neurodiagnostics is the practice of analyzing and monitoring central and peripheral nervous system function to promote the effective treatment of neurological diseases, injury, and impairment; and

WHEREAS, neurodiagnostic technologists play a paramount role in the diagnosis and treatment of a variety of neurological conditions, including epilepsy, unexplained coma, sleep disorders, and spinal cord injuries; and

WHEREAS, neurodiagnostic technologists contribute to surgical treatment by monitoring the central and peripheral nervous system during high-risk procedures such as surgery for scoliosis, carotid artery disease, brain tumors, and spine trauma, thereby guarding against neurological complications during surgery and helping reduce the risk of negative surgical outcomes such as paralysis or stroke; and

WHEREAS, neurodiagnostic technologists are engaged in life-long learning, dedicated to a life of service and compassion, have the greatest respect for the worth and dignity of individuals, and are devoted to the best interest of the patient while providing the highest quality patient care;

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim April 21-26, 2025, as Neurodiagnostic Week in the City of Tolleson.

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Juan F. Rodriguez, Mayor

ATTEST: ________________________________

Crystal Zamora, City Clerk

Proclamation

American Red Cross Month

March 2025

WHEREAS, the American Red Cross has been a humanitarian organization dedicated to serving those in need for more than 140 years, founded by Clara Barton to bring aid and relief to individuals facing crises and disasters; and

WHEREAS, the City of Tolleson recognizes the vital role of the American Red Cross and its volunteers, donors, and supporters who work tirelessly to provide emergency assistance, disaster relief, and education in our community and beyond; and

WHEREAS, the American Red Cross continues to provide lifesaving services, including disaster response, blood donations, health and safety training, and support for military members, veterans, and their families, ensuring that help is available when it is needed most; and

WHEREAS, the spirit of humanitarianism and volunteerism demonstrated by the American Red Cross aligns with the values of the City of Tolleson, and we honor the individuals who give their time and resources to aid those in distress; and

WHEREAS, the American Red Cross relies on the support and generosity of the public to carry out its mission and continues to be a beacon of hope for those facing emergencies.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim March 2025 as American Red Cross Month in the City of Tolleson and encourage all residents to recognize the invaluable work of the American Red Cross and to support its humanitarian mission.

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Juan F. Rodriguez, Mayor

ATTEST: ____________________________________
Crystal Zamora, City Clerk

CITY OF TOLLESON
NOTICE OF INTENT TO ESTABLISH NEW CITYWIDE FEES
IN ACCORDANCE WITH A.R.S. § 9-499.15

The City of Tolleson hereby announces its intent to establish new fees, as outlined in the proposed Citywide Fee Schedule, pursuant to Arizona Revised Statutes § 9-499.15.

Details regarding the proposed fees, along with supporting reports and data, are available for public review on the City's website at www.tolleson.az.gov (under "Public Notices") or in person at the Tolleson Civic Center, located at 9055 West Van Buren Street, Tolleson, Arizona 85353.

The new fees will be considered by the Mayor and City Council during the Regular Council Meeting scheduled for March 25, 2025, at 6:00 PM. The meeting will take place at the Tolleson Civic Center, 9055 West Van Buren Street, Tolleson, Arizona 85353, and will also be accessible via Zoom Webinar at https://us02web.zoom.us/w/84069679194 or by phone at 1-253-215-8782 (Meeting ID: 840 6967 9194).

A public hearing will take place during the meeting, providing an opportunity for community members to offer their input on the proposed fees.

Published in the Arizona Republic on February 28, 2025.
Posted on the City's website on January 17, 2025.

Fees are separated by service area to facilitate the identification of a particular fee within the document. However, fees as adopted on this schedule may be assessed citywide.

DEPARTMENT	FEE	AMOUNT	UNIT OF MEASURE
CITY CLERK	**Public Records Requests**		
	Cassettes, CDs, DVDs, and Videotapes	$10.00	Per Item
	Public Record Hard Copying	$5.00	Per Request (up to 20 pages)
	Archived Records Copying (older than 3 years)	$20.00	Per Request (up to 20 pages)
	Copying of Additional Pages	$0.20	Per Page (after 20 pages)
	CDs	$10.00	Per CD
	Equipment and Personnel	$35.30 for producing copies of the records or for converting the records into read-only electronic format, but not for the cost of searching records.	Per Hour (after the first hour)
	Digital Records	Free	
CITY COURT	Arrest Warrant Processing	$50.00	Per Warrant
	Case Default Fee (Warrants & Suspension)	$50.00	Per Case
	Certified Copies	$17.00	Per Record
	Compliance Monitoring	N/A	Per Case
	Copy of Hearing/CD	$17.00	Per Case
	Deferred Prosecution	TBD by Prosecutor/State	Per Case
	Diversion Program	$25.00	Per Case
	Driver's License Suspension	$15.00	Per Case (Fee no longer imposed after September 2022)
	Indigent Administrative Assessment (Determined by the Judge based on financial affidavit)	$0.00	Per Charge
	Jury Cancellation	N/A	Per Case
	Municipal Court Enhancement	$5.00	Per Case (included in court fine)
	Probation Program	$0.00	Per Case
	Public Defender (Determined by the Judge based on financial affidavit)	TBD by Judge	Per Case
	Research Fee	$17.00	Per Search

	Administrative Fee	$20.00	Per Case
	Prosecution Fee	$10.00; $35.00 for violation of A.R.S. Title 28, Chpt 4; or TBD by Judge	Per Citation
	Order to Show Cause	$50.00	Per Order
	Abstract Fee	$10.00	Per Request
	Community Service Monitoring	$10.00	Per Case
DEVELOPMENT SERVICES	**Building Permits (based on project valuation)**		
	$0.00 to $500.00	$24.00	Flat
	$501.00 to $2,000.00	$24.00 for the first $501.00 of Value plus $3.00 for each $100.00, or fraction thereof , to and including $2,000.00	Increment
	$2,001.00 to $40,000.00	$69.00 for the first $2,001.00 plus $11.00 for each additional $1,000.00 or fraction thereof, to and including $40,000.00	Increment
	$40,001.00 to $100,000.00	$487.00 for the rest $40,001.00 plus $9.00 for each additional $1,000.00 or fraction thereof to and including $100,000.00	Increment
	$100,001.00 to $500,000.00	$1,027.00 for the first $100,001.00 plus $7.00 for each additional $1,000.00 or fraction thereof to and including $500,000.00	Increment
	$500,001.00 to $1,000,000.00	$3,827.00 for the first $500,001.00 plus $5.00 for each additional $1,000.00 or fraction thereof to and including $1,000,000.00	Increment
	Over $1,000,000.00	$6,327.00 for the first $1,000,001.00 plus $3.00 for each additional $1,000.00 or fraction thereof	Increment
	Building Plan Review Fee	65% of Building Permit Fee	Flat
	Afterhours Inspections	$70.50	Per Hour (4-hour minimum)
	New Certificate of Occupancy	$47.00	Flat
	Reinstitute Electrical Service	$47.00	Flat
	Planning and Zoning		
	Variance	$250.00 + $200.00	Per Page
	Use Permit	$300.00 + $200.00	Per Page
	Zoning Ordinance Amendment	$600.00 + $300.00	Per Page
	Zoning Change	$1,500.00 + $350.00	Per Page

Preliminary Plat/Final Plat/MLD	$1,500.00 + $200.00	Per Page
Site Plan (Single Family)	$750.00 + $350.00	Per Page
Site Plan (Residential Other)	$1,200.00 + $450.00	Per Page
Site Plan (Commercial & Industrial)	$2,000.00 + $600.00	Per Page
Zoning Permit (Fence)	$47.00	Flat
Zoning Verification Letter	$100.00	Per Letter
Appeal	$200.00	Per Case
Business Licenses		
Business License	$60.00	Annually
Amusement Device/Gaming Centers (1-5 machines)	$60.00 + $50.00 per machine	Annually
Gaming Centers (6 or more machines)	$60.00 + $350.00 per machine	Annually
Carnival Company	$100.00	Per Day
Circus (Seating 3,000 or less)	$150.00	Per Day
Circus (Seating 4,000 or less)	$175.00	Per Day
Circus (Seating 5,000 or less)	$200.00	Per Day
Circus (Seating over 5,000)	$250.00	Per Day
Construction Contractor	$60.00	Annually
Distributor of Handbills	$5.00 (up to $25.00 maximum)	Per Day
Licensed Liquor Sales: Distiller/Brewer/Winery	$300.00	Annually
On-sale Retailer (Spirituous Liquor)	$400.00	Annually
On-sale Retailer (Wine and Beer)	$240.00	Annually
On-sale Retailer (Beer)	$160.00	Annually
Off-sale Retailer (Spirituous Liquor)	$300.00	Annually
Off-sale Retailer (Wine and Beer)	$160.00	Annually
Off-sale Retailer (Beer)	$120.00	Annually
Club	$300.00	Annually
Hotel-Motel (Spirituous Liquor)	$300.00	Annually
Restaurant (Spirituous Liquor)	$300.00	Annually
Massage Parlors/Businesses employing Licensed Massage Therapists	$60.00	Annually
Movie Theaters (showing obscene/X-rated films)	$200.00	Per Day
Palmistry/Fortune Telling	$200.00	Per Month
Salespersons/Canvassers without a Fixed Business	$120.00	Annually
Street Merchant or Fakir	$35.00	Per Day

Street Stands or Sales	$35.00	Per Day
Street Ballyhoos	$35.00	Per Day
Sexually-oriented Business	$500.00 + $500.00	Per Application + Annually
Adult Service Provider Permit	$100.00	Per Application
Sexually-oriented Business Manager Permit	$150.00	Per Application
Adult Book Store	$500.00 + $500.00	Per Application + Annually
Escort	$85.00	Annually
Escort Service Bureau	$195.00 +$50.00	Per application + Annually
Special Permit Fee		
Auction House	$3,000.00	Annually
Pawnshop	$3,000.00	Annually
Secondhand Dealer	$3,000.00	Annually
Junk Dealer	$3,000.00	Annually
Junk Collectors	$3,000.00	Annually
Dealer of Precious Items	$3,000.00	Annually
Transaction Convenience Fees		
Credit Card	3.25%	Per Transaction
Echeck	$1.05	Per Transaction
~~**Engineering Permits (based on civil project valuation)**~~		
~~$0.00 to $500.00~~	~~$24.00~~	~~Flat~~
~~$501.00 to $2,000.00~~	~~$24.00 for the first $501.00 of Value plus $3.00 for each $100.00, or fraction thereof, to and including $2,000.00~~	~~Increment~~
~~$2,001.00 to $40,000.00~~	~~$69.00 for the first $2,001.00 plus $11.00 for each additional $1,000.00 or fraction thereof, to and including $40,000.00~~	~~Increment~~
~~$40,001.00 to $100,000.00~~	~~$487.00 for the rest $40,001.00 plus $9.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.00~~	~~Increment~~
~~$100,001.00 to $500,000.00~~	~~$1,027.00 for the first $100,001.00 plus $7.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00~~	~~Increment~~
~~$500,000.00 to $1,000,000.00~~	~~$3,827.00 for the first $500,001.00 plus $5.00 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00~~	~~Increment~~

~~Over $1,000,000.00~~	~~$6,327.00 for the first $1,000,001.00 plus $3.00 for each additional $1,000.00 or fraction thereof~~	~~Increment~~
~~Engineering Plan Review Fee~~	~~65% of Civil Permit Fee~~	~~Flat~~
Engineering		
Commercial		
Permit application requires a non-refundable deposit due at submittal - For Commercial Only	$200.00	Per Submittal
Plan Review	$300.00	Per Sheet
Report Review	$600.00	Each
At Risk Grading/Drainage Permit	Actual Grading/Drainage Permit	Each
Haul Permit	$300.00	Each
Minor Land Division	$600.00	Per Request
Permit	3.5% of Construction Cost	Each
Revision to Approved Plan	$300.00	Per Sheet
Revision to Approved Report	$600.00	Per Report
Re-Inspection Fee (after 2 failures)	$150.00	Each
Permit Extension	10% of Permit Fee	Per Request
Permit Reactivation of Expired Permit	50% of Permit Fee	Per Request
Residential		
Application Review	$25.00	Each
Permit	$50.00	Each
Pavement Less Than 3 Years Old:		
Less than 5 Square Yard	$330.00	Per Square Yard
5 to 100 Square Yard	$1,650.00 + $18.00	Per Square Yard Over 5
Greater than 100 Square Yard	$3,360.00 + $14.00	Per Square Yard Over 100
Pavement 3-10 Years Old:		
Less than 5 Square Yard	$165.00	Per Square Yard
5 to 100 Square Yard	$825.00 + $9.00	Per Square Yard Over 5
Greater than 100 Square Yard	$1,680.00 + $7.00	Per Square Yard Over 100
Temporary Traffic Control		
Minimum - No Restrictions Planned*	$50.00	Each
Roadway Restriction*	$75.00	Per Day
Left Turn Prohibition - Signalized Intersection*	$50.00	Per Day/Direction
Bike Lane / Alley / Sidewalk Closure*	$20.00	Per Day
Collector Road Closure*	$1,000.00	Per Day
Arterial Road Closure*	$2,500.00	Per Day

	*Includes Plan Review / Fees are Non-Refundable		
	TCP Extension	$50.00	Each
	"No Parking" Sign Installation	Actual cost of contractual labor and materials plus an additional 15% administrative fee	Per Request
	Work Started without Permits	Double Permit Fee	Each
	Afterhours Inspections	$70.50	Per Hour (4-hour minimum)
EMERGENCY PREPAREDNESS	No Fees	N/A	N/A
EMPLOYEE RESOURCES	No Fees	N/A	N/A
FIELD OPERATIONS	**Sanitation**		
	Sanitation Monthly Fee: All Residential Customers (90-Gallon Container)		
	Basic Service (1 Trash and 1 Recycling Container)	$15.00	Per Month
	Each Additional Container	$7.50	Per Month
	Sanitation Monthly Fee: All Non-Residential Customers (90-Gallon Container)		
	First Container	$30.00	Per Month
	Each Additional Container	$30.00	Per Month
	Sanitation Monthly Fee: All Non-Residential Customers (300-Gallon Container) or 2-4 yard container		
	First Container	$90.00	Per Month
	Each Additional Container	$90.00	Per Month
	Non-residential rate is for 2 weekly pickups. 1 pickup per week is 1/2 the rate.		
FINANCE	Non-Sufficient Funds (NSF) Fee (Returned Checks)	$24.00	Flat
	Penalty on Delinquent Balances	1.50%	Per Month
	~~Finance Charge on Delinquent Balances~~	~~1.50%~~	~~Per Month~~
FIRE	**Annual Fire Inspections**	No charge	

Annual Fire Reinspection: 2nd and 3rd (violations NOT cleared)	$50.00	Per Reinspection
Annual Fire Reinspection: 4th and on (violations NOT cleared)	$250.00	Per Violation (Up to $2,500 per violation)
Violation of the Fire Code	$250.00	Per Violation (Up to $2,500 per violation)
Fireworks /Public Events		
Consumer Fireworks Retail Sales	$400.00	Per Permit
Pyrotechnics before a proximate audience	$150.00	Per Permit
Flame Effects before a proximate audience	$75.00	Per Permit
Membrane Structures and Tents (per Chapter 31)	$125.00	Per Event
Carnivals and Fairs 105.6.4	$75.00	Per Inspection
Annual Operational Permits		
Annual Operational Permit authorized International Fire Code 105.1.6	$100.00	Annual
Operating without a permit (Applies to all permits)	300% of permit fee	
Temporary Operational Permit authorized International Fire Code 105.6	$250.00	Per Permit
Stop Work Order	$500.00	Per Incident
Public Safety Radio Amplification System - New	$300.00	Per Permit
Public Safety Radio Amplification System - Modification	$150.00	Per Permit
Compliance Engine Fire Suppression report	$15.00	Per report
Fire Access Gates, Knox Box, Knox Locks, Knox Key Switch or Opticom	$100.00	Per report
Automatic Fire Sprinkler Systems and Fire Alarms		
Automatic Fire Sprinkler System - New Installation	$400.00	Per Permit
Automatic Fire Sprinkler System - Modification	$100.00	Per Permit
Fire Alarm Systems - New Manual/Automatic System Install	$300.00	Per Permit
Fire Alarm System - Modification	$100.00	Per Permit

Alarm System - Non-Compliance	$75.00	Per Incident
False activation of an alarm within 12-month period: 1st - 2nd	N/A	
False/Nuisance Alarms - Third and subsequent occurrences	$425.00	Per Event
Hazardous Materials		
Hazardous Materials Operations Permit	$300.00	Annual
(a) More than 550 pounds of materials on site, annual fee	$400.00	Annual
(b) HAZMAT materials management plan required; annual fee	$100.00	Annual
Hazardous Materials Inventory Assessment Fee	$100.00	Annual
Abandon, remove, place out-of-service or modify a Storage when hazardous materials are in use or stored in excess of the exempt area (Example: Ammonia)	$250.00	Per Permit
Battery System - New Installation	$200.00	Per Permit
Battery System - Modification	$100.00	Per Permit
Capacitor Energy Storage Systems - New	$200.00	Per Permit
Solar Photovoltaic Power Systems - New installation	$200.00	Per Permit
Solar Photovoltaic Power Systems - Modification	$100.00	Per Permit
Capacitor Energy Storage Systems - Modification	$100.00	Per Permit
Special Hazard Stop Work violation	$2,500.00	Per Incident
Other		
Lock Box Residential Device and Installation	$85.00	Per Box
Education and Training		
Instructor Fee (required for all classes/training)	$80.00	Per Hour
CPR/AED Digital Certification Card with Access to Digital Book (6 Student Minimum)	$30.00	Materials per student

	CPR/AED First Aid Digital Certification Card with Access to Digital Book (6 student Minimum)	$50.00	Materials per student
	Fire-Staffing		
	After-hour inspection/Prevention standby (Firewatch) (2 hours minimum)	$150.00	Per Hour
	Fire-Staffing	$80.00	Per Hour
	Fire Operations		
	Engine Company/Ladder Tender	$500.00	Per Hour
	Ladder Company	$600.00	Per Hour
	Command Vehicle	$250.00	Per Hour
	Brush Truck/Support Truck	$230.00	Per Hour
	Staff Vehicle	$150.00	Per Hour
	All Other Permits Not Listed, but Included in the Fire Code	$40.00	
	Fee Structure: All fire fees listed are flat fees unless otherwise indicated.		
GOVERNMENT AFFAIRS	No Fees	N/A	N/A
HUMAN SERVICES	No Fees	N/A	N/A
INFORMATION TECHNOLOGY	No Fees	N/A	N/A
LIBRARY	**Passports**		
	Passport Processing Fee	$35.00	Per Application
	Passport Picture Fee	$10.00	Per Applicant
PARKS AND RECREATION	**Facility Rental Fees**		
	Facility Rental Fee - Residents	$0.03 per square foot	Per Hour
	Facility Rental Fee - Non-Residents	$0.05 per square foot	Per Hour
	Facility Rental Fee - Organizations	$0.05 per square foot	Per Hour
	Facility Rental Fee - Government Agency	No Charge	No Charge
	Staffing Fee (Required beginning at 5 P.M.)	$40.00 (Previously $30)	Per Hour (2 Hour Mininum)
	Techonology Support Fee (Required beginning at 5 P.M.)	$50	Per Hour

AV Equipment Fee (Required beginning at 5 P.M.)	$40	Per Hour
Review and Permit Fees for Special Events		
Review Fee	$75.00	Per Event
Class 1 Permit	$25.00; additional $25.00 expedited fee if submitted less than 5 days before the event	Flat
Class 2 Permit	$50.00; additional $50.00 expedited fee if submitted less than 5 days before the event	Flat
Class 3 Permit	$175.00; additional $150.00 expedited fee if submitted less than 30 days before the event	Flat
Main Streets (Van Buren Street)	$500 + parking with sidewalk open; $500.00 downtown Van Buren directly in front of the business property lines with written consent of business affected by closure is required; $250.00 for each additional business affected by closure; written consent of each business is required	Flat
Local Streets	$250.00 up to first ¼ mile (includes both directions, street + parking with sidewalk open) for events that are free and open to the public with unrestricted access; $175.00 each additional ¼ mile	Flat
Clean Up Deposit	250.00	Flat
Use of City Restrooms (If portable restrooms not provided)	250.00	Flat
Veterans Park Ramada Reservations		
Ramada 1 (Residents and Non-Profit Organizations - 35 max)	FREE	Flat
Ramada 1 (Non-Residents - 35 max)	$15.00	Flat
Ramada 2 (Residents and Non-Profit Organizations - 35 max)	FREE	Flat
Ramada 2 (Non-Residents - 35 max)	$15.00	Flat

Ramada 3 (Residents and Non-Profit Organizations - 65 max)	$20.00	Flat
Ramada 3 (Non-Residents - 65 max)	$30.00	Flat
Ramada 4 (Residents and Non-Profit Organizations - 65 max)	$20.00	Flat
Ramada 4 (Non-Residents - 65 max)	$30.00	Flat
Class 1 Beer Permit (Residents and Non-Profit Organizations - 15 max)	$10.00	Flat
Class 1 Beer Permit (Non-Residents - 15 max)	$20.00	Flat
Class 2 Beer Permit (Residents and Non-Profit Organizations - 35 max)	$20.00	Flat
Class 2 Beer Permit Non-Residents - 35 max)	$35.00	Flat
Veterans Park Ball Fields		
Baseball/Softball Fields (Residents and Non-Profit Organizations)	$3.00	Per Hour
Baseball/Softball Fields (Non-Residents)	$6.00	Per Hour
Baseball/Softball Field Lights (Residents and Non-Profit Organizations)	$6.00	Per Hour
Baseball/Softball Field Lights (Non-Residents)	N/A	N/A
Veterans Park Special Events Rental Fees		
Park Festival Area (Non-Profit) - 6 hour maximum, stage and vending structures included)	$400.00	Flat
Park Festival Area (Resident) - 6 hour maximum, stage and vending structures included)	$500.00	Flat
Park Festival Area (Non-Resident) - 6 hour maximum, stage and vending structures included)	$800.00	Flat
Exclusive Park Use (Non-Profit)	$5,000.00	Flat
Exclusive Park Use (Resident)	$3,000.00	Flat
Exclusive Park Use (Non-Resident)	$7,000.00	Flat
Vending Booth Set-Up (both sides)	$300.00	Flat

	Vending Booth and Stage Set-Up	$600.00	Flat
	Vending Booth Set-Up (one side)	$150.00	Flat
	Special Use Event Liquor Permit	$300.00	Flat
	Police Services	$55.00 (per officer as determined)	Per Hour (3 hour minimum)
	Fire/EMS Services	$45.00 (per staff, minimum of 2)	Per Hour (4 hour minimum)
	Tent/Canopy Permit (tents above 400 sq. ft. & canopies above 900 sq ft)	$47.00/tent	Flat
	Business License (Fixed business)	$60.00	Annually
	Business License (No fixed business)	$120.00	Annually
	Date Hold Deposit	$100.00 (Due with Special Event Application	Flat
	Damage/Cleaning Deposit	$500.00 (Due upon approval of event)	Flat
	Traffic Operations	Use an approved City vendor	
	Barricades	Use an approved City vendor	
	Trash Container Drop Off/Pick Up	Proposal to Field Operations	
	Park Maintenance	Determined on an individual event basis	
	Inspection Fees	A separate Fire Department Permit may be required	
	Paseo de Luces Grass Area	Not available as a rental, only public use	
	McNeal Park	Not available as a rental, only public use	
POLICE	**Reports**		
	DVD	$15.00 (4.7 GB limit)	Per DVD
	Email	$10.00 (5 MB limit)	Per Email
	Fax	$10.00 (20-page limit)	Per Fax
	Flash Drive	$20.00 (16 GB limit)	Per Flash Drive
	Paper Copies (First 9 pages)	$10.00	Per Copy
	Paper Copies (Additional pages)	$0.10	Per Additional Page
	Videos		
	Videos (First 30 minutes)	$20.00	Per 30 Minutes
	Videos (Each additional 30 minutes)	$20.00	Per 30 Minutes

	DVD	$15.00 (4.7 GB limit)	Per DVD
	Email	$10.00 (5 MB limit)	Per Email
	Flash Drive	$20.00 (16 GB limit)	Per Flash Drive
	Animal Control		
	Pound Fee	$0	Per Animal
UTILITIES	**Sewer**		
	Sewer Charges (Residential)		
	Base Fee	$10.00	Flat
	Sewer Charges (Government, Commercial, & Industrial)		
	Residential Water Deposit	120.00	Per Acct
	Government, Commercial, and Industrial Water Deposit	150.00	Per Acct
	Water Service Turn on-off	20.00	Per Request
	Base Fee	$8.00	Flat
	Cost per thousand gallons used	$1.25	Per 1,000 Gallons
	Water (2)		
	Basic Charge (All Customers)	$16.35	Per Month
	Minimum Water Charges (Residential) (1)(2)(4)	$15.27	Per Month
	Minimum Water Charges (Commercial & Governmental)	$17.97	Per Month
	Minimum Water Charges (Industrial) (5)	41.70	Per Month
	Volume Charges (Residential - First 3,000 gallons)(2)	Monthly Minimum Charge	Flat
	Volume Charges (Residential - Next 7,000 gallons)	$4.41	Per 1,000 Gallons
	Volume Charges (Residential - Next 20,000 gallons)	$4.66	Per 1,000 Gallons
	Volume Charges (Residential - Over 30,000 gallons)	$5.12	Per 1,000 Gallons
	Volume Charges (Multifamily - First 3,000 gallons)	Monthly Minimum Charge	Flat
	Volume Charges (Multifamily - Next 7,000 gallons)	$4.99	Per 1,000 Gallons
	Volume Charges (Multifamily - Next 20,000 gallons)	$4.99	Per 1,000 Gallons
	Volume Charges (Multifamily - Over 30,000 gallons)	$4.99	Per 1,000 Gallons
	Volume Charges (Commercial & Government - First 3,000 gallons)	Monthly Minimum Charge	Flat
	Volume Charges (Commercial & Government - Next 7,000 gallons)	$4.99	Per 1,000 Gallons

Volume Charges (Commercial & Government - Next 20,000 gallons)	$4.99	Per 1,000 Gallons
Volume Charges (Commercial & Government - Over 30,000 gallons)	$4.99	Per 1,000 Gallons
Volume Charges (Industrial - First 3,000 gallons)	Monthly Minimum Charge	Flat
Volume Charges (Industrial - Over 3,000 gallons) (3)	$6.37	Per 1,000 Gallons
Fee for Disconnection from Service for Delinquency	$40.00	Flat

(1) Includes 1st 3,000 gallons

(2) Outside City service area 1.3X rate

(3) All usage after 3,000 gal.

(4) Includes multi family and residential trailer

(5) Includes construction water

JUSTIFICATION REPORT FOR CITY OF TOLLESON FEE SCHEDULE

DEVELOPMENT SERVICES DEPARTMENT

Engineering Fees:
Civil Engineering Fees can be divided into three categories including permit and inspections, plan review, and miscellaneous fees. Permit fees finance the cost of the inspections required. These may be a flat fee or based on quantities per unit of measure. Plan review fees finance the review of plans to determine compliance with applicable codes and ordinances. Plan review fees are based on various units of measure as outlined on the following pages. Plan review fees are assessed on the date the application has passed prescreen and is accepted for substantive department review unless otherwise specified. Miscellaneous fees are those fees that do not fall under any other construction or review activity. Fees shall be reviewed regularly to ensure they are aligned with the cost of providing the service.

Currently, the City of Tolleson is charging engineering review fees as a percentage of the overall project permit cost based on the Building Valuation Table. This calculation does not always account for the complexity of the review and is not easily identifiable in the preliminary stages of the project. On smaller projects with lower civil impacts, the fee could be too small. Another challenge is generating a project cost before the design has begun. This has caused various projects to have delayed civil review start times. Under the new system, fees will be calculated based on the sheet count or report number. This calculation will be simple for staff or development teams. This will simplify the engineering review process.

There are a couple fees being introduced which have not been covered in the past. Traffic Control permits are not currently charged for. Contractors have pulled no fee permits but proposed fee will allow the City to charge for traffic control permits. There are various staff support items that are not being accounted for but would be covered by the fee including traffic signal coordination, plan review and other coordination items.

Another fee being introduced is pavement restoration fees. Most municipalities have fees associated with cutting asphalt within the first 10 years of placement. Since cutting asphalt can affect the pavement lifecycle, these fees are used to help with early rehab. The fees are reduced in years 3-10 due to the lessening effect as the pavement ages. The first 3 years have been found critical to a longer life cycle. Fees shall cover the cost of providing service.

Online Credit Card and Electronic Check Processing Fees:
Development Services does not currently accept credit card payments online. The cities online payment processor charges the City of Tolleson an amount for each transaction processed. Currently, Development Services does not allow credit card payments and is covering the cost of the fee charged by the processor for electronic check payments. By adopting these fees, Development Services will be able to accept credit card payments and pass the processing fee onto the customer. The processing transaction fee for credit cards is 3.25% and $1.05 for electronic checks. This will add the convenience of online credit card payments for our customers

and cover the costs incurred by the City of Tolleson for each transaction. Fees shall cover the transaction costs incurred by the City of Tolleson.

Zoning Verification Letter Fee:
Development Services does not currently have means to charge clients for this service. Development Services staff spend an inordinate amount of time researching the properties history and compiling this information into a letter formatting the properties history from a zoning perspective.

Currently, Development Services does not charge clients for the time it takes staff to research and compile the zoning history on a property. Nearly all other cities in the valley charge a fee for this service. By adopting this fee, it will allow Development Services to cover the cost of the staff time utilized to provide the service. Development Services has set this fee at $100, which is right in line with what neighboring cities are charging.

FIRE DEPARTMENT

Each fee aligns with the goal of ensuring public safety, compliance with fire safety standards, and recovery of operational costs. Justifications reference the National Fire Protection Association (NFPA) standards, International Fire Code (IFC), and other industry guidelines.

Annual Fire Inspections
Fee: Variable
Justification: Annual inspections are required to ensure compliance with fire safety codes, as mandated by the IFC and NFPA 1 Fire Code. The fee for reinspection beyond the initial visit covers administrative costs, travel, and personnel time. This encourages property owners to resolve violations promptly, improving overall safety.

Fireworks/Public Events
Fee: Variable
Justification: Fireworks displays and public events require detailed safety assessments and compliance checks. These fees ensure resources are available to review safety plans, conduct inspections, and enforce NFPA 1123 and IFC 105.6.14 standards, which govern fireworks and open flames.

Annual Operational Permits
Fee: Variable
Justification: Annual operational permits ensure that activities or conditions posing potential fire hazards are monitored and regulated. The fees recover costs for plan reviews, site inspections, and administrative processes, as outlined in IFC Chapter 1.

Automatic Fire Sprinkler Systems and Fire Alarms
Fee: Variable
Justification: Fees associated with fire sprinkler systems and fire alarms cover plan reviews,

testing, and inspections to ensure compliance with NFPA 13 (sprinkler systems) and NFPA 72 (fire alarms). These systems play a critical role in fire suppression and early detection, protecting lives and property.

Hazardous Materials
Fee: Variable (e.g., $300 for operations permits, $100 for inventory assessment)
Justification: Hazardous materials fees fund the oversight of materials that pose significant risks to public safety and the environment. Inspections and permits ensure compliance with NFPA 400 and IFC Chapter 50, which regulate storage, handling, and disposal of hazardous substances.

Lock Box Residential Device and Installation
Fee: $85 per box
Justification: Lock boxes provide secure and rapid access to residential properties for first responders. The fee covers device procurement, installation, and maintenance, aligning with IFC 506, which mandates such access for emergency response.

Education and Training
Fee: Variable
Justification: Education and training fees support programs aimed at improving public awareness and preparedness for fire safety. These initiatives include fire drills, emergency planning, and certifications, complying with NFPA 1451, which advocates for public fire safety education.

Fire-Staffing
Fee: Variable
Justification: Fire-staffing fees ensure adequate personnel are available for events, construction projects, and other activities requiring fire department oversight. This aligns with IFC Chapter 1 and NFPA 1710, which set minimum staffing levels for fire operations.

Fire Operations
Fee: Variable
Justification: Fire operations fees recover costs associated with emergency response, fire suppression, and specialized services. These fees ensure readiness and compliance with NFPA 1500, which mandates safe and effective fire department operations.

LIBRARY DEPARTMENT

Passports:
The $35 fee to process passports is a mandated charge set by the federal government to cover the costs associated with the submission and processing of passport applications. This fee directly supports the administrative costs incurred by the city.

The $10 passport picture processing fee is an optional service to passport applicants. The fee recovers the costs associated with providing passport photos including the expense of purchasing and maintaining the necessary photo equipment and supplies. Additionally, the fee helps offset the estimated staff time required to capture, review, and ensure that each photo meets the specific government requirements.

PARKS AND RECREATION DEPARTMENT

Room Rental Staffing, Technology Support and AV Equipment Fees:

Background

The current room rental rate for staff includes several key provisions. First, every fee-based room reservation incorporates an additional fee to cover a mandatory minimum of two (2) hours of staffing. This ensures that necessary personnel are available to assist with setup and other requirements during the event. Additionally, a staffing fee of $30/hour applies to all bookings scheduled outside regular business hours, with a minimum charge of two hours. Lastly, all fee-based reservations must meet a minimum booking duration as outlined in the policy, ensuring appropriate utilization of resources and facilities.

Proposal for Rate Change

City Management proposes the following updates to the room rental rates and staffing fees:

1. Staffing Rate: **Increase the staffing fee to $40/hour**. This adjustment reflects the average wages of staff required to open and close the rooms and provide necessary support during their function.
2. Technology Support Rate: **Introduce an additional rate of $50/hour** for renters who require audiovisual (AV) support. This fee covers staff assistance with connecting screens, setting up projectors, and handling other AV technical needs.
3. AV Equipment Rate: **Introduce rate for equipment cost of $40/hour**, if needed, for the renter.

Justification for Rate Change

The proposed $40/hour rate aligns with the average wages of staff assigned to manage room reservations, ensuring staffing costs are adequately covered while maintaining a high standard of service for renters. The $50/hour AV support fee reflects the specialized skills and time required for staff to assist with technical setups, ensuring the successful execution of events requiring AV capabilities. The equipment fee is also designed to cover wear and tear. Equipment costs are separate from the AV support fee and apply if renters require devices such as sound connectors, screens, or microphones. This separation ensures transparency and fair cost allocation for equipment usage. The current $30/hour fee does not fully account for the average wages of personnel, particularly those with technical expertise. By implementing the proposed rate structure, we provide a fair and transparent approach to cost recovery while maintaining accessibility for renters.

MO Trades Worker	$29.80
MO Maintenance Worker 2 Field Ops	$22.06
MO Maintenance Worker 2 Field Ops	$19.25
MO Maintenance Specialist	$33.45

MO Maintenance Supervisor	$42.48
MO Maintenance Worker 1	$20.97
MO Maintenance Worker 1	$20.78
MO Maintenance Worker 1	$20.27
MO Maintenance Specialist	$32.65
MO Maintenance Worker 2 Field Ops	$25.28
MO Maintenance Worker 2 Field Ops	$25.28
AVERAGE WAGE AND BENEFIT COST	$39.86

IT Support Coordinator	$33.46
IT Support Coordinator	$33.46
IT Support Coordinator	$33.46
AVERAGE WAGE AND BENEFIT COST	$50.19

Operational Efficiency

The new rates simplify billing by distinguishing standard staffing support from specialized AV support. This distinction helps renters better understand the costs of their bookings and encourages them to plan. By doing so, staff can allocate resources more effectively, ensuring smoother operations and better service quality.

Market Competitiveness

The proposed rates ensure our facilities remain competitive in the market. Comparable venues in the region charge similar or higher rates for room rentals and AV support. For example, Peoria offers a flat rate for room rentals that bundles staffing and AV costs, while Avondale has a higher per-hour rate that includes these services. Many groups may not need AV included with their rental, so our unbundled approach provides flexibility and ensures renters only pay for the required services. The updated rates strike a balance between covering operational costs and providing affordable, high-quality services to renters.

By adopting this Fee Schedule, the City of Tolleson ensures fairness, transparency, and alignment with regional standards while maintaining high-quality services for residents and stakeholders.

Item Number: G.1.

CITY COUNCIL REPORT

SUBJECT: Ordinance No. 615 N.S. - Removal of Fees from City Code
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Kevin Artz, Chief Financial Officer
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
Staff recommends that the City Council approve Ordinance No. 615 N.S., which amends the Tolleson City Code by removing specified fees, permit charges, and other costs imposed on the public.

BACKGROUND:
Ordinance No. 615 N.S. seeks to streamline municipal operations by eliminating various fees from the City Code. These amendments impact multiple chapters of the Tolleson City Code, specifically addressing business license fees, special permit fees, court fees, zoning fees, water service charges, and development-related filing fees. The intent behind this ordinance is to provide transparency and efficiency by centralizing all city fees within a separate fee schedule, which will be adopted and modified by City Council resolution as necessary.

DISCUSSION:
This ordinance revises multiple sections of the Tolleson City Code to remove fees and permit charges previously imposed on the public. In Chapter 2, Administration, the ordinance eliminates various court fees and charges under Section 2-6-5. Chapter 5, which covers Business Regulations, undergoes revisions with the repeal of license fees for several business types under Article 5-1, the removal of special permit fees for auction houses, pawnshops, and junk dealers in Article 5-4, and updates to amusement device fees and sexually oriented business fees under Articles 5-5 through 5-8.

Chapter 7, Offenses, is amended to remove specific permit fees related to liquor consumption in public parks under Article 7-3. Chapter 10, which governs Water services, modifies the code by adjusting water deposits and service turn-on/off fees under Article 10-3. Additionally, Chapter 12, Land Use, eliminates zoning, site plan, and development-related filing fees under Articles 12-2, 12-4, and 12-5.

By removing these fees from the City Code, the City will have a more flexible and adaptable fee structure that can be managed separately through Council resolutions. This allows for a more efficient process in modifying fees based on economic conditions and community needs while ensuring transparency in municipal operations.

BUDGET IMPACT:
While the removal of these fees may result in an initial reduction of revenue, the City anticipates improved efficiency in fee administration. The establishment of a citywide fee schedule will ensure that adjustments can be made based on financial assessments and community impact.

RECOMMENDATION:

The proposed ordinance removes outdated and redundant fee provisions from the City Code while providing flexibility for future adjustments. Staff recommends adoption of Ordinance No. 615 N.S. to enhance transparency and administrative efficiency.

ATTACHMENTS:

1. Ord 615 N.S. Removal of Fees in City Code 03 25 25

WHEN RECORDED, RETURN TO:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

ORDINANCE NO. 615 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE TOLLESON CITY CODE, REVISED, BY AMENDING CHAPTER 2, ARTICLE 2-6, SECTION 2-6-5 – <u>COURT FEES AND CHARGES</u>; CHAPTER 5, ARTICLES 5-1, AND 5-4 THROUGH 5-8, SECTIONS 5-1-8 - <u>LICENSE FEES</u>, 5-4-3 - <u>SPECIAL PERMIT FEE</u>, 5-5-8 - <u>FEES,</u> 5-6-21 -<u>FEES</u>, 5-7-17 <u>FEES</u>, AND 5-8-13 <u>FEES</u> RESPECTIVELY; CHAPTER 7, ARTICLE 7-3, SECTION 7-3-4 - <u>PERMIT APPLICATION</u>; CHAPTER 10, ARTICLE 10-3, SECTION 10-2-3 – <u>UTILITY BILLS</u>; AND CHAPTER 12, ARTICLES 12-2, 12-4, AND 12-5, SECTIONS 12-2-24 <u>FILING FEES,</u> 12-4-169 <u>SITE PLAN REVIEW AND BUILDING PERMITS</u>, 12-4-170 <u>FILING PROCEDURE AND FEE SCHEDULE,</u> 12-5-16 <u>SITE PLAN REVIEW AND DEVELOPMENT FEES,</u> AND 12-5-18 <u>ZONING FEES</u>, RESPECTIVELY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Tolleson, Arizona (the "City") desires to amend the City's Code by repealing those Sections of the Code related to fees, permits, and costs charged to the public.

WHEREAS, that certain document known as, "The City of Tolleson City and Zoning Code Amendments related to Fees" of which at least three (3) paper copies or one (1) paper copy and one (1) electronic copy are on file with the City Clerk for the City of Tolleson in compliance with A.R.S. § 9-802, as amended, is hereby declared a public record and at all times shall be kept available for public use and inspection; and

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

<u>Section 1.</u> The recitals above are hereby incorporated as if fully set forth herein.

<u>Section 2.</u> Adoption by Reference – City Code Amendments to Chapter 2. The Tolleson City Code, Revised, Chapter 2 <u>Administration</u>, is hereby amended by amending Article 2-6: - <u>Magistrate Court</u>, Section 2-6-5 – <u>Court Fees and Charges</u> to read as set forth in that certain document entitled, "The City of Tolleson City and Zoning Code Amendments related to Fees" which document is hereby adopted and incorporated by reference as set forth in Exhibit A.

Section 3. Adoption by Reference – City Code Amendments to Chapter 5. The Tolleson City Code, Revised, Chapter 5 Business Regulations, is hereby amended by amending Article 5-1: - General Provisions (Business License Tax), Section 5-1-8 - License Fees; Article 5-4: - Auctions, Junk Dealers, Pawnshops And Secondhand Dealers, Section 5-4-3 - Special Permit Fee; Article 5-5, Section 5-5-8 – Fees; Article 5-6, Section 5-6-21 Fees; Article 5-7, Section 5-7-17 Fees; and Article 5-8, Section 5-8-13 Fees to read as set forth in that certain document entitled, "The City of Tolleson City and Zoning Code Amendments related to Fees" which document is hereby adopted and incorporated by reference as set forth in Exhibit A.

Section 4. Adoption by Reference – City Code Amendments to Chapter 7. The Tolleson City Code, Revised, Chapter 7 Offenses, is hereby amended by amending Article 7-3: - Liquor In Public Parks, Section 7-3-4 - Permit Application to read as set forth in that certain document entitled, "The City of Tolleson City and Zoning Code Amendments related to Fees" which document is hereby adopted and incorporated by reference as set forth in Exhibit A.

Section 5. Adoption by Reference – City Code Amendments to Chapter 10. The Tolleson City Code, Revised, Chapter 10 Water, is hereby amended by amending Article 10-3: - Meters, Section 10-2-3 – Utility Bills to read as set forth in that certain document entitled, "The City of Tolleson City and Zoning Code Amendments related to Fees" which document is hereby adopted and incorporated by reference as set forth in Exhibit A.

Section 6. Adoption by Reference – City Code Amendment. The Tolleson City Code, Revised, Chapter 12 Land Use, is hereby amended by amending Article 12-2: - Subdivisions (General Provisions), Section 12-2-24 – Filing Fees; Article 12-4: - Zoning, Section 12-4-169 - Site Plan Review And Building Permits and Section 12-4-170 – Filing Procedure And Fee Schedule; and Article 12-5: - Fees (Fees), Section 12-5-16 – Site Plan Review and Development Fees and Section 12-5-18 – Zoning Fees; to read as set forth in that certain document entitled, "The City of Tolleson City and Zoning Code Amendments related to Fees" which document is hereby adopted and incorporated by reference as set forth in Exhibit A.

Section 7. Providing for Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances and resolutions in conflict with the provisions of this Ordinance, or any part of the City Code adopted here by reference, are repealed.

Section 8. Providing for Severability.

If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 9. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 25th day of March, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ____________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

ORDINANCE NO. 615 N.S.

[City of Tolleson City and Zoning Code Amendments related to Fees]

See following pages.

CHAPTER 2 ADMINISTRATION

ARTICLE 2-6: - MAGISTRATE COURT

§ 2-6-5 – COURT FEES AND CHARGES. including, but not limited to, fees for

(A) Fee *schedule.* In addition to any other fees and charges authorized by law to be charged filing, copying and certification, the Magistrate Court is authorized to impose the following fees and allocate charges to the parties who have caused the charges to be incurred.

(1) *Administrative* fee. A Court user fee ~~in the amount of $20 is~~ hereby established. The Magistrate shall direct a defendant or a Court user to pay the Court user fee in all cases processed by the Court which result in an order or agreement to pay any fine, sanction, penalty or assessment or participate in any Court authorized diversion program. The Court user fee shall not be imposed on civil parking violations. The Court user fee shall be collected by the Court for deposit in the city's General Fund.

(2) *Court improvement* fee. The Court shall impose a Court improvement fee ~~in the amount of $5 per citation~~ which shall be applied by the Court on all fines, sanctions, penalties and assessments imposed by the Court with the exception of civil parking violations. The Court improvement fee shall be collected by the Court for deposit in a Court improvement fund account maintained by the city and shall be used exclusively to enhance the Court's technological, operational and security capabilities. The city shall invest the monies in the same manner as other city funds. Interest earned on the monies shall be deposited in the fund.

(3) *Prosecution* fee. Upon a defendant's conviction at trial or by plea agreement, the Court shall impose a one-time prosecution fee per citation against each defendant in an amount set forth ~~below~~ IN THE CITYWIDE FEE SCHEDULE.

~~(a) The prosecution fee for a misdemeanor citation shall be $10.~~

~~(b) The prosecution fee for a violation of A.R.S. Title 28, Chapter 4, shall be $35.~~

A prosecution fee of a higher or lower amount may be imposed as set forth in a written plea agreement and based upon the actual cost of prosecuting the citation and/or the indigent status of the defendant.

(4) *Default judgment* fee. The Court shall order the payment of a ~~$50~~ fee by each defendant who fails to appear on a civil traffic violation filed in the Court or fails to pay the civil sanction as

ordered, unless the default is set pursuant to the Rules of Procedure in Civil Traffic Violation Cases.

(5) *Order to show cause* fee. The Court shall order the payment of a fee ~~of $50~~ by any defendant for whom the Court issues an order to show cause to enforce any Court order.

(6) *Warrant administrative* fee. The Court shall order the payment of a fee ~~of $50~~ by each defendant for whom the Court enters an arrest warrant for failure to appear, or for failure to pay any fine, restitution or other Court imposed fee or obligation, or failure to comply with any other Court order. This fee shall be added to any amounts owed by the defendant.

(7) *Abstract* fee. The Court shall order the payment of a fee of $10 by each person requesting a Court abstract for the purpose of reinstating a driver's license whether the license was suspended as a result of a civil or criminal violation.

(8) *Suspension* fee. The Court shall order the payment of a fee ~~of $15~~ by any defendant for the suspension issued by the Court of the defendant's driver's license. Any defendant who has had a suspension issued by the Court for failure to appear in a civil traffic violation case or for failure to satisfy in full a civil sanction imposed in a civil traffic violation case shall be required to pay this fee to the Court for the cost of issuing and servicing the suspension. This fee shall be applied to each suspension issued.

(9) RESERVED~~*Jury cancellation* fee. A jury cancellation fee shall be imposed by the Court on any party who requests a jury trial in the Magistrate Court, if within five days of trial and after the Court has arranged for the paneling of a jury, the party decides to not proceed with the jury trial. The amount of the jury cancellation fee shall be the actual costs incurred in connection with the canceled paneling and shall not be less than $100 nor more than $500.~~

(10) *Probation monitoring* fee. The Court shall order the payment of a fee ~~of $30 per month~~ by all defendants who are placed on monitored probation. The fee shall be paid to and collected by the probation monitor. The probation monitor in his or her discretion may waive or reduce the fee. The fee may be terminated if the probation becomes unsupervised.

(11) *Jail cost* fee. The Court may, pursuant to state law, as a part of a sentence imposed by the Court order a person sentenced to serve time in jail to reimburse the city for all or part of the actual cost of his or her incarceration incurred by the city as a result of that incarceration at the daily rates charged to the city by the jail.

(12) *Community service monitoring* fee. Each defendant allowed to complete community service in lieu of paying any fine, fee or surcharge shall be charged a fee ~~of $10~~ to cover part of the cost of monitoring his or her progress on completing the community service.

(13) *Diversion monitoring* fee. Each defendant who is allowed to enter a diversion program or deferred prosecution agreement, will be charged ~~a $25~~ fee to cover the added cost of monitoring his or her compliance with the diversion program or agreement. This shall not apply to those entering the Defensive Driving School or the Suspended Driver License Diversion Program.

~~(14) *Debt setoff* fee. A fee of $9 shall be assessed to each defendant when the defendant's case is entered into the Debt Setoff System.~~

~~(15) *Returned check* fee. The Court shall order the payment of a fee of $25 by any person paying the Court with a check that is dishonored by a financial institution. This fee will be in addition to any fees imposed on the Court by the bank or financial institution for processing the dishonored check or financial instrument.~~

(14~~6~~) *Collection* fees. A defendant who defaults in his or her obligation for the payment of monies owed or due to the Magistrate Court, including, but not limited to, restitution, fines, sanctions, surcharges, assessments, penalties, bonds, costs and fees is liable for any fees and charges assessed by a collection agency that is licensed pursuant to state law, and that is engaged by the Magistrate Court to collect and enforce the payment. The collection fees and charges assessed by the collection agency shall be added to the sum or sums from and chargeable against the defendant.

(15~~7~~) *Research* fee. The Court shall order the payment of a fee ~~of $17~~ by any person requesting research in locating a document.

Chapter 5 BUSINESS REGULATIONS

Article 5-1: - GENERAL PROVISIONS

BUSINESS LICENSE TAX

* * *

§ 5-1-8 - LICENSE FEES.

The amount of the license fee required by this chapter SHALL BE ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE.~~shall be as follows:~~

~~Carnival company~~	~~$100 per day~~
~~Circuses~~	
~~Seating capacity 3,000 or less~~	~~$150 per day~~
~~Seating capacity not over 4,000~~	~~$175 per day~~
~~Seating capacity not over 5,000~~	~~$200 per day~~
~~Seating capacity over 5,000~~	~~$250 per day~~
~~Construction contractor - a person who undertakes to or offers to undertake or purports to have the capacity to undertake to, or submits a bid, by himself or herself or with others, to construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road or other improvements on real property within the city. The term "construction contractor" includes subcontractors, specialty contractors, prime contractors and any person receiving consideration for the general supervision or coordination of a construction project~~	~~$60 annually~~
~~Distributor of handbills, including dodgers, samples or printed advertising in any form, or sign tacking, except for business with fixed place of business within the city, per person~~	~~$5 per day/ up to $25 maximum per day~~
~~Licensed liquor sales~~	
~~Distiller~~	~~$300 annually~~
~~Brewer~~	~~$300 annually~~
~~Winery~~	~~$300 annually~~
~~On-sale retailer, spirituous liquor~~	~~$400 annually~~

~~On-sale retailer, wine and beer~~	~~$240 annually~~
~~On-sale retailer, beer~~	~~$160 annually~~
~~Off-sale retailer, spirituous liquor~~	~~$300 annually~~
~~Off-sale retailer, wine and beer~~	~~$160 annually~~
~~Off-sale retailer, beer~~	~~$120 annually~~
~~Club~~	~~$300 annually~~
~~Hotel-motel, spirituous liquor~~	~~$300 annually~~
~~Restaurant, spirituous liquor~~	~~$300 annually~~
~~Massage parlors or any business that includes or employs a licensed massage therapist~~	~~$60 annually~~
~~Movie theaters (showing obscene or x-rated films)~~	~~$200 per day~~
~~Palmistry, fortune telling - any person who carries on, practices or professes to practice the business or art of astrology, palmistry, phrenology, fortune telling, either of the past, present or future, clairvoyance, clairaudience, crystal gazing, hypnotism, mediumship, prophesy, augury, divination, magic or necromancy, and demands or receives a fee for the exercise or exhibition of the art therein, directly or indirectly, either as a gift, donation or otherwise, or who shall render services free with the purchase of any article or merchandise, or who gives an exhibition thereof at any place where an admission fee is charged~~	~~$200 per month~~
~~Salespersons, including canvassers, solicitors, demonstrators and peddlers without a fixed place of business within the city~~	~~$120 annually~~
~~Street merchant or fakir, no license to be issued without the approval of the Chief of Police~~	~~$35 per day~~
~~Street stands or sales~~	~~$35 per day~~

~~Street ballyhoos~~	~~$35 per day~~

* * *

§ 5-4-3 - SPECIAL PERMIT FEE.

(A) Each person carrying on a business, trade or practice herein defined shall, before engaging in the business, obtain a permit from the Treasurer and shall pay for the permit a fee ~~as follows:~~ IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE.

~~Auction house~~	~~$3000 per annum~~
~~Pawnshop~~	~~$3000 per annum~~
~~Secondhand dealers~~	~~$3000 per annum~~
~~Junk dealers~~	~~$3000 per annum~~
~~Junk collectors~~	~~$3000 per annum~~
~~Dealer of precious items~~	~~$3000 per annum~~

* * *

§ 5-5-8 - FEES.

(A) ~~The following f~~Fees shall be charged for applications and licenses under this article IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE~~:~~

~~***Application* Fee**~~	~~***License* Fee**~~
~~**Amusement device (one to five games)**~~	~~**$100, $50 per machine per year**~~
~~**Game centers (six or more games)**~~	~~**$100, $350 per year (all machines)**~~

*   *   *

§ 5-6-21 - FEES.

(A) An original application for a sexually-oriented business license shall be accompanied by a non-refundable application fee ~~in the amount of $500~~ and by a license fee IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE ~~in the amount of $500~~. The license fee will be refunded if the license is denied. An application for renewal shall be accompanied by the amount of the license fee.

(B) An application for issuance or renewal of an adult service provider permit shall be accompanied by a non-refundable fee ~~of $100~~ IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE.

(C) An application for issuance or renewal of sexually-oriented business manager permit shall be accompanied by a non-refundable fee ~~of $150~~ IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE.

(D) RESERVED.~~A duplicate or certified copy of a license, permit or identification card shall be issued by the City Clerk upon payment of a fee of $10.~~

~~(E)A fee of $25 shall be paid at the time of fingerprinting for each set of fingerprints to be provided for by the City Clerk under § 5-6-6.~~

*　　*　　*

§ 5-7-17 - FEES.

(A) An original application for an adult bookstore business license shall be accompanied by a non-refundable application fee ~~in the amount of $500~~ and by a license fee IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE ~~in the amount of $500~~. The license fee will be refunded if the license is denied. An application for renewal shall be accompanied by the amount of the license fee.

~~(B) A duplicate or certified copy of a license shall be issued by the City Clerk upon payment of a fee of $10.~~

~~(C) A fee of $25 shall be paid at the time of fingerprinting for each set of fingerprints to be provided for by the City Clerk under § 5-7-6.~~

*　　*　　*

§ 5-8-13 - FEES.

A non-refundable application fee in the amount ~~of $85~~ ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE shall accompany each application for an escort. A non-refundable application fee in the amount ~~of $195~~ ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE shall accompany each application for an escort service bureau. Upon approval an initial license fee ~~of $50~~ IN THE AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE shall be assessed. A renewal fee ~~of $25~~ IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE shall accompany each renewal application. ~~A fee of $2 shall accompany each request for the issuance of an escort identification card.~~

*　　*　　*

CHAPTER 7: - OFFENSES

ARTICLE 7-3: - LIQUOR IN PUBLIC PARKS

§ 7-3-4 - PERMIT APPLICATION.

Application for a permit shall be submitted to the city, with THE FEE AS SET FORTH IN THE CITYWIDE FEE SCHEDULE, ~~a $2 per group fee,~~ at least 24 hours prior to the commencement of the activity involving the consumption of spirituous liquors.

* * *

CHAPTER 10: - WATER

ARTICLE 10-3: - METERS

Section 10-2-3 – UTILITY BILLS.

* * *

~~Water Deposits and Water Service On and Off Fees~~

~~Water Deposit~~	
~~Residential~~	~~$120.00~~
~~Government, commercial and industrial~~	~~$150.00~~
~~Water Service Turn On and Off Fee~~	
~~Turn off~~	~~$20.00~~
~~Turn on~~	~~$20.00~~

CHAPTER 12: - LAND USE

ARTICLE 12-2: - SUBDIVISIONS

GENERAL PROVISIONS

* * *

§ 12-2-24 – FILING FEES.

(A) Each subdivision, as defined herein, shall be accompanied by a completed application form as provided by the city, and a non-returnable/non-refundable filing fee in accordance with the fee schedule adopted by the city. Each submission of a preliminary plat for conditional approval in accordance with § 12-2-21 shall be accompanied by non-returnable/non-refundable per page review fee in accordance with the fee schedule adopted by the city. Each submission of a final plat for final approval in accordance with of § 12-2-22 shall be accompanied by a non-returnable/non-refundable per page review fee IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE ~~in accordance with the fee schedule adopted by the city~~.

~~(B) The following is the list of non-returnable/non-refundable per page review fees applicable to this article.~~

~~***Type of Submission***~~	~~***Additional Per Page* Fee**~~
~~Preliminary Plat~~	~~$200 per page~~
~~Final Plat~~	~~$200 per page~~

*   *   *

ARTICLE 12-4: - ZONING

§ 12-4-169 - SITE PLAN REVIEW AND BUILDING PERMITS.

*   *   *

(B) *Submittal requirements.* The applicant is encouraged to meet with appropriate city staff prior to making application for site plan approval to discuss the development concept, the review and approval process, and the submittal requirements. An application for site plan review shall be submitted to the Building Department on an official form provided by the department together with the appropriate fees ~~as set forth in § 12-4-170 and § 12-5-16~~ IN AN

AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE. The application shall contain sufficient information for the city to determine whether the proposed development meets the requirements of the city. Said information shall include, but is not limited to, the following:

* * *

SECTION 12-4-170 – FILING PROCEDURE AND FEE SCHEDULE.

* * *

(B) (1) Each and every request for zoning amendments, variances, use permits and site plan review shall be accompanied by a non-returnable/non-refundable per application review fee in accordance with the fee schedule adopted by the City of Tolleson. ~~and a non-returnable/non-refundable application fee in the amount set forth below:~~

~~Zoning map amendments~~	~~$1,500~~
~~P.A.D. zone~~	~~$200, plus $5 per dwelling unit~~
~~Zoning ordinance amendments~~	~~$600~~
~~Use permit requests~~	~~$300~~
~~Variance requests~~	~~$250~~
~~Appeals~~	~~$200~~
~~Site plan review:~~	
~~Single-family residential districts~~	~~$750~~
~~All other residential districts~~	~~$1,200~~
~~Commercial and industrial districts~~	~~$2,000~~

(2) The City of Tolleson zoning code requires that for every request for zoning amendments, variances, use permits and site plan review Fee be accompanied by, among other things, a non-

returnable/non-refundable per page review fee IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE. ~~The following is the list of non-returnable/non-refundable per page review fees applicable hereto.~~

~~Additional Type of Request~~	~~Per Page Fee~~
~~Zoning map amendments~~	~~$350 per page~~
~~Pad zone~~	~~$400 per page~~
~~Zoning ordinance amendments~~	~~$300 per page~~
~~Use permit requests~~	~~$200 per page~~
~~Variance requests~~	~~$200 per page~~
~~Appeals~~	~~$200 per page~~
~~Site plan reviews~~	
~~Single-family residential districts~~	~~$350 per page~~
~~All other residential districts~~	~~$450 per page~~
~~Commercial and industrial districts~~	~~$600 per page~~

* * *

ARTICLE 12-5: - FEES

FEES

* * *

§ 12-5-16 - SITE PLAN REVIEW AND DEVELOPMENT FEES.

The applicant for site plan review, as set forth in § 12-4-169, of this code, shall pay to the city A ~~for~~ review FEE IN AN AMOUNT ADOPTED BY CITY COUNCIL BY RESOLUTION AND SET FORTH IN THE CITYWIDE FEE SCHEDULE. ~~in accordance with the~~ .~~following schedule:~~

~~(A) Single family units: a fee of $750 for each unit;~~
~~(B) Multi-family units: a fee of $1,200 for each unit in the multi-family complex; and~~

~~(C) Commercial or industrial: a fee of $2,000 per application.~~

* * *

§ 12-5-18 - ZONING FEES.

~~The following~~ ZONING fees, as adopted by the City and set forth in the Fee Schedule, shall be charged for items relating to zoning to be paid at time of application.

~~(A) For a variance application: an amount of $250;~~

~~(B) For a use permit: an amount of $300;~~

~~(C) For an amendment to the zoning map: an amount of $1,500 plus $350/page; and~~

~~(D) For a planned area development: an amount of $200, plus $5 per unit.~~

CITY COUNCIL REPORT

SUBJECT: Resolution No. 2595 - Consolidated Fee Schedule
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Kevin Artz, Chief Financial Officer
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Tolleson Finance Department seeks the adoption of Resolution No. 2595 to approve the 2025-2026 Consolidated Fee Schedule for City services, permits, licenses, and facility usage. The adoption of this resolution will ensure that all City fees are structured in a comprehensive and transparent manner, allowing for updates through future Council resolutions. This resolution follows the adoption of Ordinance No. 615 N.S., which removes specific fee amounts from the Tolleson City Code and mandated the establishment of a separate, Council-adopted fee schedule.

BACKGROUND:
The City of Tolleson has taken steps to improve the efficiency of managing fees for municipal services. With the approval of Ordinance No. 615 N.S., the City removed specific fee amounts from the City Code, thereby requiring all fees to be outlined in a Consolidated Fee Schedule.

Arizona Revised Statutes (A.R.S. § 9-499.15 and A.R.S. § 9-511.01) authorize municipalities to establish and adjust fees through a publicly adopted schedule. The 2025-2026 Consolidated Fee Schedule provides a clear and structured approach for setting and modifying fees while ensuring transparency and compliance with state regulations.

DISCUSSION:
Resolution No. 2595 formally establishes a uniform fee structure that applies to various City services, including:

- City Services
- Municipal Court Fees
- Field Services Fees
- Fire Department Fees
- Development Services Fees
- Library Fees
- Parks and Recreation Fees
- Police Department Fees
- Utility Department Fees
- Fees related to City facilities, permits, and licenses

The Consolidated Fee Schedule, attached as Exhibit A, compiles all previously established fees in a single document for ease of reference and future updates. The resolution provides for the repeal of conflicting resolutions, ensuring consistency in the City's fee structure. The resolution includes a severability clause, which ensures that if any provision is deemed unenforceable, the remaining provisions will remain in effect. The effective date for the new fee schedule is April 25, 2025, aligning with the implementation of Ordinance No. 615 N.S..

BUDGET IMPACT:

The adoption of the 2025-2026 Consolidated Fee Schedule does not create an immediate financial impact. However, the resolution allows for a more streamlined process for adjusting fees in the future. Any subsequent fee changes will be reviewed and approved by the City Council through separate resolutions.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2595, which will formally adopt the 2025-2026 Consolidated Fee Schedule. This resolution will ensure that the City has a structured and transparent approach to establishing and updating municipal fees in compliance with state regulations.

ATTACHMENTS:

1. Res 2595 Adopting Consolidated Fee Schedule 03 25 25

WHEN RECORDED, RETURN TO:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

RESOLUTION NO. 2595

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, ADOPTING THE 2025-2026 CONSOLIDATED FEE SCHEDULE FOR CITY SERVICES, MUNICIPAL COURT SERVICES, FIELD SERVICES FEES, FIRE DEPARTMENT FEES, DEVELOPMENT SERVICES FEES, LIBRARY FEES, PARKS AND RECREATION FEES, POLICE DEPARTMENT FEES, UTILITY DEPARTMENT FEES, AND ANY FEES RELATED TO USE OF CITY FACILITIES, PERMITS, AND LICENSES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE OF APRIL 25, 2025.

WHEREAS, the City Council of the City of Tolleson is authorized to establish fees for City services, use of City facilities, permits, licenses, and other applicable charges in compliance with A.R.S. § 9-499.15 and A.R.S. § 9-511.01; and

WHEREAS, the City Council has adopted Ordinance No. 615 N.S., which removes specific fee amounts from the City Code and establishes that all fees shall be set forth in a Consolidated Fee Schedule adopted by resolution; and

WHEREAS, new and/or increased fees have been noticed as required by law; and

WHEREAS, the City Council desires to adopt the Consolidated Fee Schedule to establish a clear and uniform structure for fees related to City services, permits, and licenses.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Tolleson, Arizona that the Consolidated Fee Schedule, attached hereto as Exhibit A and incorporated herein by this reference, is adopted.

<u>Section 1.</u> The recitals above are hereby adopted and incorporated as if fully set forth herein.

<u>Section 2.</u> All resolutions and parts of resolutions in conflict with this Resolution are repealed.

<u>Section 3.</u> If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. This Consolidated Fee Schedule will become effective on April 25, 2025, in conjunction with Ordinance No. 615 N.S.

Section 5. The City Council may update or amend the Consolidated Fee Schedule by future resolution as necessary.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 25th day of March, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ______________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ______________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2595

[City of Tolleson Fee Schedule]

See following pages.

CITYWIDE FEE SCHEDULE

Fees are separated by service area to facilitate the identification of a particular fee within the document. However, fees as adopted on this schedule may be assessed citywide.

DEPARTMENT	FEE	AMOUNT	UNIT OF MEASURE
CITY CLERK	**Public Records Requests**		
	Cassettes, CDs, DVDs, and Videotapes	$10.00	Per Item
	Public Record Hard Copying	$5.00	Per Request (up to 20 pages)
	Archived Records Copying (older than 3 years)	$20.00	Per Request (up to 20 pages)
	Copying of Additional Pages	$0.20	Per Page (after 20 pages)
	CDs	$10.00	Per CD
	Equipment and Personnel	$35.30 for producing copies of the records or for converting the records into read-only electronic format, but not for the cost of searching records.	Per Hour (after the first hour)
	Digital Records	Free	
CITY COURT	Arrest Warrant Processing	$50.00	Per Warrant
	Case Default Fee (Warrants & Suspension)	$50.00	Per Case
	Certified Copies	$17.00	Per Record
	Compliance Monitoring	N/A	Per Case
	Copy of Hearing/CD	$17.00	Per Case
	Deferred Prosecution	TBD by Prosecutor/State	Per Case
	Diversion Program	$25.00	Per Case
	Driver's License Suspension	$15.00	Per Case (Fee no longer imposed after September 2022)
	Indigent Administrative Assessment (Determined by the Judge based on financial affidavit)	$0.00	Per Charge
	Jury Cancellation	N/A	Per Case
	Municipal Court Enhancement	$5.00	Per Case (included in court fine)
	Probation Program	$0.00	Per Case
	Public Defender (Determined by the Judge based on financial affidavit)	TBD by Judge	Per Case
	Research Fee	$17.00	Per Search

	Administrative Fee	$20.00	Per Case
	Prosecution Fee	$10.00; $35.00 for violation of A.R.S. Title 28, Chpt 4; or TBD by Judge	Per Citation
	Order to Show Cause	$50.00	Per Order
	Abstract Fee	$10.00	Per Request
	Community Service Monitoring	$10.00	Per Case
DEVELOPMENT SERVICES	**Building Permits (based on project valuation)**		
	$0.00 to $500.00	$24.00	Flat
	$501.00 to $2,000.00	$24.00 for the first $501.00 of Value plus $3.00 for each $100.00, or fraction thereof , to and including $2,000.00	Increment
	$2,001.00 to $40,000.00	$69.00 for the first $2,001.00 plus $11.00 for each additional $1,000.00 or fraction thereof, to and including $40,000.00	Increment
	$40,001.00 to $100,000.00	$487.00 for the rest $40,001.00 plus $9.00 for each additional $1,000.00 or fraction thereof to and including $100,000.00	Increment
	$100,001.00 to $500,000.00	$1,027.00 for the first $100,001.00 plus $7.00 for each additional $1,000.00 or fraction thereof to and including $500,000.00	Increment
	$500,001.00 to $1,000,000.00	$3,827.00 for the first $500,001.00 plus $5.00 for each additional $1,000.00 or fraction thereof to and including $1,000,000.00	Increment
	Over $1,000,000.00	$6,327.00 for the first $1,000,001.00 plus $3.00 for each additional $1,000.00 or fraction thereof	Increment
	Building Plan Review Fee	65% of Building Permit Fee	Flat
	Afterhours Inspections	$70.50	Per Hour (4-hour minimum)
	New Certificate of Occupancy	$47.00	Flat
	Reinstitute Electrical Service	$47.00	Flat
	Planning and Zoning		
	Variance	$250.00 + $200.00	Per Page
	Use Permit	$300.00 + $200.00	Per Page
	Zoning Ordinance Amendment	$600.00 + $300.00	Per Page
	Zoning Change	$1,500.00 + $350.00	Per Page

Preliminary Plat/Final Plat/MLD	$1,500.00 + $200.00	Per Page
Site Plan (Single Family)	$750.00 + $350.00	Per Page
Site Plan (Residential Other)	$1,200.00 + $450.00	Per Page
Site Plan (Commercial & Industrial)	$2,000.00 + $600.00	Per Page
Zoning Permit (Fence)	$47.00	Flat
Zoning Verification Letter	$100.00	Per Letter
Appeal	$200.00	Per Case
Business Licenses		
Business License	$60.00	Annually
Amusement Device/Gaming Centers (1-5 machines)	$60.00 + $50.00 per machine	Annually
Gaming Centers (6 or more machines)	$60.00 + $350.00 per machine	Annually
Carnival Company	$100.00	Per Day
Circus (Seating 3,000 or less)	$150.00	Per Day
Circus (Seating 4,000 or less)	$175.00	Per Day
Circus (Seating 5,000 or less)	$200.00	Per Day
Circus (Seating over 5,000)	$250.00	Per Day
Construction Contractor	$60.00	Annually
Distributor of Handbills	$5.00 (up to $25.00 maximum)	Per Day
Licensed Liquor Sales: Distiller/Brewer/Winery	$300.00	Annually
On-sale Retailer (Spirituous Liquor)	$400.00	Annually
On-sale Retailer (Wine and Beer)	$240.00	Annually
On-sale Retailer (Beer)	$160.00	Annually
Off-sale Retailer (Spirituous Liquor)	$300.00	Annually
Off-sale Retailer (Wine and Beer)	$160.00	Annually
Off-sale Retailer (Beer)	$120.00	Annually
Club	$300.00	Annually
Hotel-Motel (Spirituous Liquor)	$300.00	Annually
Restaurant (Spirituous Liquor)	$300.00	Annually
Massage Parlors/Businesses employing Licensed Massage Therapists	$60.00	Annually
Movie Theaters (showing obscene/X-rated films)	$200.00	Per Day
Palmistry/Fortune Telling	$200.00	Per Month
Salespersons/Canvassers without a Fixed Business	$120.00	Annually
Street Merchant or Fakir	$35.00	Per Day

Street Stands or Sales	$35.00	Per Day
Street Ballyhoos	$35.00	Per Day
Sexually-oriented Business	$500.00 + $500.00	Per Application + Annually
Adult Service Provider Permit	$100.00	Per Application
Sexually-oriented Business Manager Permit	$150.00	Per Application
Adult Book Store	$500.00 + $500.00	Per Application + Annually
Escort	$85.00	Annually
Escort Service Bureau	$195.00 +$50.00	Per application + Annually
Special Permit Fee		
Auction House	$3,000.00	Annually
Pawnshop	$3,000.00	Annually
Secondhand Dealer	$3,000.00	Annually
Junk Dealer	$3,000.00	Annually
Junk Collectors	$3,000.00	Annually
Dealer of Precious Items	$3,000.00	Annually
Transaction Convenience Fees		
Credit Card	3.25%	Per Transaction
Echeck	$1.05	Per Transaction
Engineering		
Commercial		
Permit application requires a non-refundable deposit due at submittal - For Commercial Only	$200.00	Per Submittal
Plan Review	$300.00	Per Sheet
Report Review	$600.00	Each
At Risk Grading/Drainage Permit	Actual Grading/Drainage Permit	Each
Haul Permit	$300.00	Each
Minor Land Division	$600.00	Per Request
Permit	3.5% of Construction Cost	Each
Revision to Approved Plan	$300.00	Per Sheet
Revision to Approved Report	$600.00	Per Report
Re-Inspection Fee (after 2 failures)	$150.00	Each
Permit Extension	10% of Permit Fee	Per Request
Permit Reactivation of Expired Permit	50% of Permit Fee	Per Request
Residential		
Application Review	$25.00	Each
Permit	$50.00	Each
Pavement Less Than 3 Years Old:		
Less than 5 Square Yard	$330.00	Per Square Yard

	5 to 100 Square Yard	$1,650.00 + $18.00	Per Square Yard Over 5
	Greater than 100 Square Yard	$3,360.00 + $14.00	Per Square Yard Over 100
	Pavement 3-10 Years Old:		
	Less than 5 Square Yard	$165.00	Per Square Yard
	5 to 100 Square Yard	$825.00 + $9.00	Per Square Yard Over 5
	Greater than 100 Square Yard	$1,680.00 + $7.00	Per Square Yard Over 100
	Temporary Traffic Control		
	Minimum - No Restrictions Planned*	$50.00	Each
	Roadway Restriction*	$75.00	Per Day
	Left Turn Prohibition - Signalized Intersection*	$50.00	Per Day/Direction
	Bike Lane / Alley / Sidewalk Closure*	$20.00	Per Day
	Collector Road Closure*	$1,000.00	Per Day
	Arterial Road Closure*	$2,500.00	Per Day
	*Includes Plan Review / Fees are Non-Refundable		
	TCP Extension	$50.00	Each
	"No Parking" Sign Installation	Actual cost of contractual labor and materials plus an additional 15% administrative fee	Per Request
	Work Started without Permits	Double Permit Fee	Each
	Afterhours Inspections	$70.50	Per Hour (4-hour minimum)
EMERGENCY PREPAREDNESS	No Fees	N/A	N/A
EMPLOYEE RESOURCES	No Fees	N/A	N/A
FIELD OPERATIONS	**Sanitation**		
	Sanitation Monthly Fee: All Residential Customers (90-Gallon Container)		
	Basic Service (1 Trash and 1 Recycling Container)	$15.00	Per Month
	Each Additional Container	$7.50	Per Month
	Sanitation Monthly Fee: All Non-Residential Customers (90-Gallon Container)		
	First Container	$30.00	Per Month
	Each Additional Container	$30.00	Per Month

	Sanitation Monthly Fee: All Non-Residential Customers (300-Gallon Container) or 2-4 yard container		
	First Container	$90.00	Per Month
	Each Additional Container	$90.00	Per Month
	Non-residential rate is for 2 weekly pickups. 1 pickup per week is 1/2 the rate.		
FINANCE	Non-Sufficient Funds (NSF) Fee (Returned Checks)	$24.00	Flat
	Penalty on Delinquent Balances	1.50%	Per Month
FIRE	**Annual Fire Inspections**	No charge	
	Annual Fire Reinspection: 2nd and 3rd (violations NOT cleared)	$50.00	Per Reinspection
	Annual Fire Reinspection: 4th and on (violations NOT cleared)	$250.00	Per Violation (Up to $2,500 per violation)
	Violation of the Fire Code	$250.00	Per Violation (Up to $2,500 per violation)
	Fireworks /Public Events		
	Consumer Fireworks Retail Sales	$400.00	Per Permit
	Pyrotechnics before a proximate audience	$150.00	Per Permit
	Flame Effects before a proximate audience	$75.00	Per Permit
	Membrane Structures and Tents (per Chapter 31)	$125.00	Per Event
	Carnivals and Fairs 105.6.4	$75.00	Per Inspection
	Annual Operational Permits		
	Annual Operational Permit authorized International Fire Code 105.1.6	$100.00	Annual
	Operating without a permit (Applies to all permits)	300% of permit fee	
	Temporary Operational Permit authorized International Fire Code 105.6	$250.00	Per Permit
	Stop Work Order	$500.00	Per Incident
	Public Safety Radio Amplification System - New	$300.00	Per Permit

Public Safety Radio Amplification System - Modification	$150.00	Per Permit
Compliance Engine Fire Suppression report	$15.00	Per report
Fire Access Gates, Knox Box, Knox Locks, Knox Key Switch or Opticom	$100.00	Per report
Automatic Fire Sprinkler Systems and Fire Alarms		
Automatic Fire Sprinkler System - New Installation	$400.00	Per Permit
Automatic Fire Sprinkler System - Modification	$100.00	Per Permit
Fire Alarm Systems - New Manual/Automatic System Install	$300.00	Per Permit
Fire Alarm System - Modification	$100.00	Per Permit
Alarm System - Non-Compliance	$75.00	Per Incident
False activation of an alarm within 12-month period: 1st - 2nd	N/A	
False/Nuisance Alarms - Third and subsequent occurrences	$425.00	Per Event
Hazardous Materials		
Hazardous Materials Operations Permit	$300.00	Annual
(a) More than 550 pounds of materials on site, annual fee	$400.00	Annual
(b) HAZMAT materials management plan required; annual fee	$100.00	Annual
Hazardous Materials Inventory Assessment Fee	$100.00	Annual
Abandon, remove, place out-of-service or modify a Storage when hazardous materials are in use or stored in excess of the exempt area (Example: Ammonia)	$250.00	Per Permit
Battery System - New Installation	$200.00	Per Permit
Battery System - Modification	$100.00	Per Permit
Capacitor Energy Storage Systems - New	$200.00	Per Permit
Solar Photovoltaic Power Systems - New installation	$200.00	Per Permit

	Solar Photovoltaic Power Systems - Modification	$100.00	Per Permit
	Capacitor Energy Storage Systems - Modification	$100.00	Per Permit
	Special Hazard Stop Work violation	$2,500.00	Per Incident
	Other		
	Lock Box Residential Device and Installation	$85.00	Per Box
	Education and Training		
	Instructor Fee (required for all classes/training)	$80.00	Per Hour
	CPR/AED Digital Certification Card with Access to Digital Book (6 Student Minimum)	$30.00	Materials per student
	CPR/AED First Aid Digital Certification Card with Access to Digital Book (6 student Minimum)	$50.00	Materials per student
	Fire-Staffing		
	After-hour inspection/Prevention standby (Firewatch) (2 hours minimum)	$150.00	Per Hour
	Fire-Staffing	$80.00	Per Hour
	Fire Operations		
	Engine Company/Ladder Tender	$500.00	Per Hour
	Ladder Company	$600.00	Per Hour
	Command Vehicle	$250.00	Per Hour
	Brush Truck/Support Truck	$230.00	Per Hour
	Staff Vehicle	$150.00	Per Hour
	All Other Permits Not Listed, but Included in the Fire Code	$40.00	
	Fee Structure: All fire fees listed are flat fees unless otherwise indicated.		
GOVERNMENT AFFAIRS	No Fees	N/A	N/A
HUMAN SERVICES	No Fees	N/A	N/A
INFORMATION TECHNOLOGY	No Fees	N/A	N/A
LIBRARY	**Passports**		
	Passport Processing Fee	$35.00	Per Application

	Passport Picture Fee	$10.00	Per Applicant
PARKS AND RECREATION	**Facility Rental Fees**		
	Facility Rental Fee - Residents	$0.03 per square foot	Per Hour
	Facility Rental Fee - Non-Residents	$0.05 per square foot	Per Hour
	Facility Rental Fee - Organizations	$0.05 per square foot	Per Hour
	Facility Rental Fee - Government Agency	No Charge	No Charge
	Staffing Fee (Required beginning at 5 P.M.)	$40.00 (Previously $30)	Per Hour (2 Hour Mininum)
	Techonology Support Fee (Required beginning at 5 P.M.)	$50	Per Hour
	AV Equipment Fee (Required beginning at 5 P.M.)	$40	Per Hour
	Review and Permit Fees for Special Events		
	Review Fee	$75.00	Per Event
	Class 1 Permit	$25.00; additional $25.00 expedited fee if submitted less than 5 days before the event	Flat
	Class 2 Permit	$50.00; additional $50.00 expedited fee if submitted less than 5 days before the event	Flat
	Class 3 Permit	$175.00; additional $150.00 expedited fee if submitted less than 30 days before the event	Flat
	Main Streets (Van Buren Street)	$500 + parking with sidewalk open; $500.00 downtown Van Buren directly in front of the business property lines with written consent of business affected by closure is required; $250.00 for each additional business affected by closure; written consent of each business is required	Flat

Local Streets	$250.00 up to first ¼ mile (includes both directions, street + parking with sidewalk open) for events that are free and open to the public with unrestricted access; $175.00 each additional ¼ mile	Flat
Clean Up Deposit	250.00	Flat
Use of City Restrooms (If portable restrooms not provided)	250.00	Flat
Veterans Park Ramada Reservations		
Ramada 1 (Residents and Non-Profit Organizations - 35 max)	FREE	Flat
Ramada 1 (Non-Residents - 35 max)	$15.00	Flat
Ramada 2 (Residents and Non-Profit Organizations - 35 max)	FREE	Flat
Ramada 2 (Non-Residents - 35 max)	$15.00	Flat
Ramada 3 (Residents and Non-Profit Organizations - 65 max)	$20.00	Flat
Ramada 3 (Non-Residents - 65 max)	$30.00	Flat
Ramada 4 (Residents and Non-Profit Organizations - 65 max)	$20.00	Flat
Ramada 4 (Non-Residents - 65 max)	$30.00	Flat
Class 1 Beer Permit (Residents and Non-Profit Organizations - 15 max)	$10.00	Flat
Class 1 Beer Permit (Non-Residents - 15 max)	$20.00	Flat
Class 2 Beer Permit (Residents and Non-Profit Organizations - 35 max)	$20.00	Flat
Class 2 Beer Permit Non-Residents - 35 max)	$35.00	Flat
Veterans Park Ball Fields		
Baseball/Softball Fields (Residents and Non-Profit Organizations)	$3.00	Per Hour
Baseball/Softball Fields (Non-Residents)	$6.00	Per Hour
Baseball/Softball Field Lights (Residents and Non-Profit Organizations)	$6.00	Per Hour

Baseball/Softball Field Lights (Non-Residents)	N/A	N/A
Veterans Park Special Events Rental Fees		
Park Festival Area (Non-Profit) - 6 hour maximum, stage and vending structures included)	$400.00	Flat
Park Festival Area (Resident) - 6 hour maximum, stage and vending structures included)	$500.00	Flat
Park Festival Area (Non-Resident) - 6 hour maximum, stage and vending structures included)	$800.00	Flat
Exclusive Park Use (Non-Profit)	$5,000.00	Flat
Exclusive Park Use (Resident)	$3,000.00	Flat
Exclusive Park Use (Non-Resident)	$7,000.00	Flat
Vending Booth Set-Up (both sides)	$300.00	Flat
Vending Booth and Stage Set-Up	$600.00	Flat
Vending Booth Set-Up (one side)	$150.00	Flat
Special Use Event Liquor Permit	$300.00	Flat
Police Services	$55.00 (per officer as determined)	Per Hour (3 hour minimum)
Fire/EMS Services	$45.00 (per staff, minimum of 2)	Per Hour (4 hour minimum)
Tent/Canopy Permit (tents above 400 sq. ft. & canopies above 900 sq ft)	$47.00/tent	Flat
Business License (Fixed business)	$60.00	Annually
Business License (No fixed business)	$120.00	Annually
Date Hold Deposit	$100.00 (Due with Special Event Application	Flat
Damage/Cleaning Deposit	$500.00 (Due upon approval of event)	Flat
Traffic Operations	Use an approved City vendor	
Barricades	Use an approved City vendor	
Trash Container Drop Off/Pick Up	Proposal to Field Operations	
Park Maintenance	Determined on an individual event basis	

	Inspection Fees	A separate Fire Department Permit may be required	
	Paseo de Luces Grass Area	Not available as a rental, only public use	
	McNeal Park	Not available as a rental, only public use	
POLICE	**Reports**		
	DVD	$15.00 (4.7 GB limit)	Per DVD
	Email	$10.00 (5 MB limit)	Per Email
	Fax	$10.00 (20-page limit)	Per Fax
	Flash Drive	$20.00 (16 GB limit)	Per Flash Drive
	Paper Copies (First 9 pages)	$10.00	Per Copy
	Paper Copies (Additional pages)	$0.10	Per Additional Page
	Videos		
	Videos (First 30 minutes)	$20.00	Per 30 Minutes
	Videos (Each additional 30 minutes)	$20.00	Per 30 Minutes
	DVD	$15.00 (4.7 GB limit)	Per DVD
	Email	$10.00 (5 MB limit)	Per Email
	Flash Drive	$20.00 (16 GB limit)	Per Flash Drive
	Animal Control		
	Pound Fee	$0	Per Animal
UTILITIES	**Sewer**		
	Sewer Charges (Residential)		
	Base Fee	$10.00	Flat
	Sewer Charges (Government, Commercial, & Industrial)		
	Residential Water Deposit	120.00	Per Acct
	Government, Commercial, and Industrial Water Deposit	150.00	Per Acct
	Water Service Turn on-off	20.00	Per Request
	Base Fee	$8.00	Flat
	Cost per thousand gallons used	$1.25	Per 1,000 Gallons
	Water (2)		
	Basic Charge (All Customers)	$16.35	Per Month
	Minimum Water Charges (Residential) (1)(2)(4)	$15.27	Per Month
	Minimum Water Charges (Commercial & Governmental)	$17.97	Per Month
	Minimum Water Charges (Industrial) (5)	41.70	Per Month

Volume Charges (Residential - First 3,000 gallons)(2)	Monthly Minimum Charge	Flat
Volume Charges (Residential - Next 7,000 gallons)	$4.41	Per 1,000 Gallons
Volume Charges (Residential - Next 20,000 gallons)	$4.66	Per 1,000 Gallons
Volume Charges (Residential - Over 30,000 gallons)	$5.12	Per 1,000 Gallons
Volume Charges (Multifamily - First 3,000 gallons)	Monthly Minimum Charge	Flat
Volume Charges (Multifamily - Next 7,000 gallons)	$4.99	Per 1,000 Gallons
Volume Charges (Multifamily - Next 20,000 gallons)	$4.99	Per 1,000 Gallons
Volume Charges (Multifamily - Over 30,000 gallons)	$4.99	Per 1,000 Gallons
Volume Charges (Commercial & Government - First 3,000 gallons)	Monthly Minimum Charge	Flat
Volume Charges (Commercial & Government - Next 7,000 gallons)	$4.99	Per 1,000 Gallons
Volume Charges (Commercial & Government - Next 20,000 gallons)	$4.99	Per 1,000 Gallons
Volume Charges (Commercial & Government - Over 30,000 gallons)	$4.99	Per 1,000 Gallons
Volume Charges (Industrial - First 3,000 gallons)	Monthly Minimum Charge	Flat
Volume Charges (Industrial - Over 3,000 gallons) (3)	$6.37	Per 1,000 Gallons
Fee for Disconnection from Service for Delinquency	$40.00	Flat

(1) Includes 1st 3,000 gallons

(2) Outside City service area 1.3X rate

(3) All usage after 3,000 gallons

(4) Includes multi family and residential trailer

(5) Includes construction water

Item Number: H.1.

CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of February 25, 2025
MEETING DATE: March 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 25, 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 25, 2025.

ATTACHMENTS:
1. 02 25 25 City Council Meeting Minutes

TOLLESON CITY COUNCIL MEETING ACTION MINUTES
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/w/84069679194) with a computer or cell phone.

A. CALL TO ORDER

Mayor Rodriguez called the Tolleson City Council Meeting to order at 6:03 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 Erives.

C. ROLL CALL

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

Not Present: Council Member Linda Laborin

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

City Representative: City Attorney Christina Werther

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)

   Council Member Gámez moved to approve Consent Agenda items 1. through 5.; 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 Mendoza – 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

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.

   Council Member Gámez moved to convene into executive session at 6:21 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 Mendoza – Aye

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

Council Member Gámez moved to adjourn the Regular City Council Meeting; the motion was seconded by Council Member Chavira. 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 Mendoza – Aye

The meeting was adjourned at 7:24 PM.

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

Post-Production File

City of Tolleson

City Council Meeting Minutes

February 25, 2025

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MAYOR RODRIGUEZ: All right. Good evening everyone. I am Mayor Juan Rodriguez. Today is February 25th and I would like to call the City Council meeting to order.
First off, we would like to wish a pretty young guy a happy birthday. I think his name is Ray or Reyes, I think? Our City Manager Reyes Medrano is turning 25 so let's give him a round of applause.
UNIDENTIFIED SPEAKER: Yes.
MAYOR RODRIGUEZ: Let's look (audio interference). Well, it's always a joy to celebrate another birthday in good company, so wishing the best, and the rest of the Council is too.
All right. So with that, we are -- we're going to move on to invocation of pledge of allegiance. We are going to ask our City Manager Medrano to please use some invocation and Counsel Member Erives, will lead us in the pledge in that order, please.
REYES MEDRANO: Lord Jesus, help my unbelief, increase my faith and trust in your saving power, give me confidence and perseverance especially in prayer and help me bring your healing love and truth to those I meet. Amen.
ERIVES: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible with liberty and justice for all.
MAYOR RODRIGUEZ: Okay. After that, we're going to do roll call. City Clerk, please let the record reflect that all council members are present with the exception of Council Member Laborin.
UNIDENTIFIED SPEAKER: Thank you, Mayor.
MAYOR RODRIGUEZ: Okay. The final call to submit speaker requests. Now's the time to submit those to the City Clerk. All speakers will be limited to three minutes for comments only. That's just taken as a result of -- public comments will be limited to: (1) responding to criticism; (2) directly staffed to review the matter; or (3) asking that a matter be put on the future agenda. City Clerk, do we have any speaker requests at this time?

ZAMORA: We do not, Mayor.

MAYOR RODRIGUEZ: Okay. Now to E, this is call to the public. This is very similar but it's for non-agenda action items. City Clerk, do we have any calls to the public for non-agenda items?

ZAMORA: We do not.

MAYOR RODRIGUEZ: And scheduled public appearances and proclamations for discussion. We have the Greater Phoenix Equality Chamber of Commerce program. I'm going to turn this over to Vice Mayor Davis. You have the floor.

DAVIS: Mr. Mayor, as the City of Tolleson has always prided itself on being a welcoming, inclusive and forward thinking community. Today we have the opportunity to take that commitment even further by potentially joining the Greater Phoenix Equality Chamber of Commerce . This is more than just a membership, it's a statement that our city values diversity, equity and inclusion and every aspect of our economic and social landscaping. By joining this chamber we are creating stronger connections with the LGBTQIA+, owned and diverse businesses ensuring that our local economy reflects the rich diversity of our community.

We are also positioning Tolleson as a leader and have equitable business practices, attracting talent, investments and innovation that will benefit all of us.

This is not just about supporting businesses ; it is about setting an example. When cities actively stand for inclusion, they foster environments where every entrepreneur, employee and residents feels empowered to contribute and thrive. Joining the Greater Phoenix Equality Chamber of Commerce is a step towards ensuring that our city remains a place where opportunity is accessible to all. I think we used to be called the opportunity city. I urge us to take the step together to reaffirm that Tolleson is not just a city that values diversity but a city that actively invests in it (audio interference) the future where our commitment to equity drives both economic success and social progress.

At this time, I'd like to invite up Michelle White and Clayton -- like that, uh-huh, that one's from the Greater Phoenix Equality Chamber of Commerce program to tell us a little bit more about what they do.

WHITE: I assume here is the right place to be, thank you, all right. Thank you.

Well, thank you so much for inviting us out today, we really appreciate it. We've had a great meeting with Vice Mayor Davis, about, you know, joining and collaborating with Tolleson; we're very excited about that. I also want to say that if Tolleson joins soon, they will be the first city to join the equality chamber, which we're very excited about; so as a west sider myself, that's amazing.

So I have a quick presentation for you and then I'm open for whatever questions you might have. If you want to -- do I have the thing with me?

UNIDENTIFIED SPEAKER: Yeah.

WHITE: Does that work; how was it? You have a great space here, can I just come, do all my presentations here? All right.

UNIDENTIFIED SPEAKER: Thank you.

WHITE: So just a quick history. We've actually been around for 45 years doing this work, supporting LGBTQIA+ owned businesses in the Greater Phoenix area. We started in 1980 as the Camelback Business Association. In 2000, we became the Gay and Lesbian Chamber of Commerce and in 2020 we became more inclusive by renaming the Equality Chamber.

Our mission is to promote an equitable business community for the LGBTQIA+ businesses in the greater Phoenix area. And our values are really equality through business, community leadership, diversity in all spaces and respect shown to all. So, we really try to move through the world with those values.

We promote economic growth through all of these activities which I will not read through during the presentation but just to highlight a few of them. We really focus on connection and what we're doing right now is focusing on creating safe spaces for our members and our community and that's very important. And I think that we could really work together to make that happen out here in Tolleson as well.

We do net mixers, luncheons, a lot of very typical chamber events, but we also do an LGBTBE certification for supplier diversity, which I'll talk a little bit about more later. And we work with other chambers, so if we were going to connect with the Southwest Chamber, we work with the Glendale Chamber, all sorts of other minority chambers in Arizona.

We also work with ERG and play resource groups. I'm not sure, does Tolleson have a Pride ERG, do we know? Okay. We can talk about that at some point. We do business development, very focused on training and education, technical support for our business owners, and the visibility; just making sure that our members, our community is seen and working together out in the community.

And I'm totally open to questions throughout this if anyone wants to just throw them in there? Yes?

UNIDENTIFIED SPEAKER: What is ERG?

WHITE: I'm so sorry, employee resource group.

UNIDENTIFIED SPEAKER: Okay.

WHITE: So a lot of corporations and some municipalities have groups that support their LGBTQIA+ or other minority employees by bringing groups together and supporting them as a group of employees. In 20 --

UNIDENTIFIED SPEAKER: (Indiscernible). Some places are --

WHITE: Getting --

UNIDENTIFIED SPEAKER: -- getting rid --

WHITE: -- rid of them, yes. We're seeing groups remain but a lot of them are losing their funding.

So in 2025 we have several monthly events that we do every month and these are the dates that we do them, those are consistent if you'd ever like to join us, we'd love to have you. And then we also -- and you see I've got an East Valley net mixer in there. I'd really like to add a West Valley net mixer. So let's talk more about that.

We also do annual events. We've got four throughout the year that we focus on.

We've got our Hero Awards, which really promotes the LGBTQ+. Business owners and other leaders who have done -- or actually all allies as well who have gone above and beyond for the community. We also do two markets for a lot of our vendors or businesses or makers or artists and we really support them. We had over 700 people attend our last market in November and we put $40,000 into the LGBTQIA+ small business community in four hours. So that was really exciting. And then we do a little party at the end of the year as well (indiscernible).

So supplier diversity, this is the certification I talked about a little bit earlier. We are the certificating entity for the Greater Phoenix area for all LGBTQIA+ owned businesses to increase your supplier diversity programs. So we work with a lot of utilities, larger corporations, to connect our diverse businesses with those corporations.

There's some helpful ways to get involved if you would like to continue to work with us in other ways: Becoming a member which we hope the City of Tolleson will do; being a donor; volunteering, we have lots of volunteer opportunities to get involved in; coming to our events, as I said we have plenty of those; spreading the word, talking to other people about what we're doing, that's really important, a lot of the reasons -- or a lot of the time, I'd have these meetings and people hadn't heard of us and we've been around for 45 years, so please help me spread the word; and then shop local.

So this is just a really important way to support our communities, right? And that is my short presentation, if you'd like to ask me any questions you have about the Chamber, what we're doing, how we can work together, I would be happy to answer them.

UNIDENTIFIED SPEAKER: Question: are you a nonprofit?

WHITE: Absolutely. We're two nonprofits. We have a C6 for our membership side and we have a C3 for our foundation education side, uh-huh.

UNIDENTIFIED SPEAKER: (Indiscernible)?

UNIDENTIFIED SPEAKER: Loving it so far, but I have a couple of questions. Where are you located? So you say we have these events and we have these, are you centrally located, do you travel? Do you --

WHITE: We are all over. So we actually don't have an office --

UNIDENTIFIED SPEAKER: Okay.

WHITE: -- and I've actually pushed back against getting an office, (1), I'd like to put that money elsewhere. I want to put that into programs, I don't need to put into an office; but also, I really enjoy being in the community. So we really work, we have our meetings at our members' coffee shops, we have --

UNIDENTIFIED SPEAKER: Right.

WHITE: We have meetings, we go to lunch --

UNIDENTIFIED SPEAKER: Yeah.

WHITE: -- we have our events at all of our member locations, like, we are out in the community every day.

UNIDENTIFIED SPEAKER: And just another follow-up?

WHITE: Uh-huh?

UNIDENTIFIED SPEAKER: If I was a business and I was interested, how do I become a member, or how does one of our business --

WHITE: Love that question. So, oh, my slide show went away. So equalitychamber. org is our website and there is a link on the site that you can apply right on line. It's very simple, it takes about five minutes.

UNIDENTIFIED SPEAKER: And what would be the fee for that to join?

WHITE: Depends on the size of the business.

UNIDENTIFIED SPEAKER: Okay, okay.

WHITE: Individuals can join. We have a student rate that starts at $25 --

UNIDENTIFIED SPEAKER: Okay.

WHITE: -- and then we have a corporate that goes all the way up to $2500 and there's pretty much everything in between.

UNIDENTIFIED SPEAKER: Okay, nice.

WHITE: Uh-huh.

UNIDENTIFIED SPEAKER: Thank you. I'm good.

UNIDENTIFIED SPEAKER: Thank you.

UNIDENTIFIED SPEAKER: I'm elected official, tier two.

WHITE: There is an elected official tier. It's 75, I believe. And you get all the member benefits of coming to the events and getting the discounts and getting all the information.

DAVIS: Awesome. Well, not seeing any other questions, I'm going to thank you guys for your time.

WHITE: Of course.

DAVIS: And I don't know if you connected with ace (phonetic) on this but if we can, get you guys involved with our staff and see how we can pursue the next steps.

MAYOR RODRIGUEZ: We -- barring any concern of the Council, we plan to join.

DAVIS: That will support that -- I have no follow-up. I don't feel that anybody else does, so I think it'd be a good thing.

WHITE: If you join tonight you'll definitely beat Tempe.

DAVIS: Well, then we're in.

UNIDENTIFIED SPEAKER: We need to move fast.

MAYOR RODRIGUEZ: It was technically voted on, right? And so consensus was achieved, so we're firm --

(Simultaneous speaking)

MAYOR RODRIGUEZ: We're number one.

WHITE: "We're number one", I heard -- I wrote that, number one.

UNIDENTIFIED SPEAKER: All right. You're number one.

UNIDENTIFIED SPEAKER: Do you remember what we --

WHITE: We've got it, we've got a whole article ready to go in one of our publications about it, so --

UNIDENTIFIED SPEAKER: Yeah. We're not --

WHITE: -- it's wonderful.

UNIDENTIFIED SPEAKER: This is another opportunity for us to go out and solicit businesses. So --

WHITE: Absolutely, yeah.

UNIDENTIFIED SPEAKER: (Indiscernible)?

WHITE: Yeah. We really work hard to make it a mutually beneficial relationship, obviously, and anything we can do to help support you and the small businesses in Tolleson, we will absolutely do, so --

UNIDENTIFIED SPEAKER: Yeah, thank you.

UNIDENTIFIED SPEAKER: Yeah, we appreciate it.

MAYOR RODRIGUEZ: All right.

WHITE: I apologize, we have to sneak out to another event, but again, thank you.

MAYOR RODRIGUEZ: Thank you --

UNIDENTIFIED SPEAKER: Thank you so much.

UNIDENTIFIED SPEAKER: Yeah, appreciate that.

WHITE: Be safe.

UNIDENTIFIED SPEAKER: Uh-huh.

GÁMEZ: All right. We're going to move on to item number G, or letter number G, business from the floor. If we don't have any.

Item H, which is consent agenda action items. I believe we have five items. We'll turn -- this to page 2. Move for approval, please?

MAYOR RODRIGUEZ: We have a motion to approve from Council Member Gámez.

GÁMEZ: Second that.

MAYOR RODRIGUEZ: We have a second from Council Member Davis, Vice Mayor Davis. All those in favor, please signify by saying, aye.

DAVIS: Aye.

MAYOR RODRIGUEZ: Aye.

CHAVIRA: Aye.

ERIVES: Aye.

GÁMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: All opposed? The motion passes, great. We're going to move on to regular action items, none; work study and presentation for discussion, none. This is going by pretty quick.

We're going to move onto K, Mayor and City Manager's report of current events for discussion. Community events update, Parks and Recreation Director. I'll call on you Mr. Babchuk , since (indiscernible), folks.

BABCHUK: Thank you, Mayor, Members of the Council. I'm pleased to provide an update on our events. The most recent being our 3rd Friday which was held this past Friday at the Place. The event was well attended by the community. This event showcased the vibrant makes (sic) of vendors, including six food and snack vendors and eight craft and art vendors offering attendees a diverse selection of food, handmade goods and creative displays. The entertainment was outstanding. Thank you to count -- Vice Mayor Davis, Erives and Mendoza for showing up. They had an amazing time, I mean it's always a good time, but I think this one was well-represented of the community outside of the Halloween trick or treat one, but I think this one was probably the most attended outside of that one. So, I mean just nothing but positive things that people are saying. They loved adding more vendors to the area, so it was awesome, an awesome event.

And looking ahead, our next 3rd Friday event is scheduled for March 21st from 6:00 to 9:30 at the Place. We're excited to announce that El Regresso will be providing the entertainment. So, more dancing.

UNIDENTIFIED SPEAKER: Are you able to do that?

MAYOR RODRIGUEZ: All right. Well, thank you, Mr. Babchuk. (Indiscernible)?

UNIDENTIFIED SPEAKER: I just want to say that I got a lot of positive feedback about food vendors, so let's keep that up.

MAYOR RODRIGUEZ: Oh, absolutely. Just from that night, I think we have, like, a long list now, so we have a good variety to choose from.

UNIDENTIFIED SPEAKER: (Indiscernible) is not here so I can say that.

MAYOR RODRIGUEZ: Yeah. That's the one thing that people had mentioned to me in the past, very good additions. So (indiscernible).

UNIDENTIFIED SPEAKER: The only other thing is people have asked about alcohol sales anesthesiologist --

UNIDENTIFIED SPEAKER: Yeah. I think they're still having a good time without it and we'd like to stay away from that. We love seeing the kids and having the kids there in the same section of it, so I'd hate to separate the two.

MAYOR RODRIGUEZ: All right. Any other comments?

UNIDENTIFIED SPEAKER: A question after you're done, ma'am.

UNIDENTIFIED SPEAKER: I am -- I think the Council there was fabulous. I don't know what you're doing with the weather, but, like, oh my goodness, you even scheduled the best evening. It wasn't too cold, it wasn't too hot, not too windy, not too -- like, all those things that make it just wonderful. But I heard from a mom who says this is the place where I can sit, my baby's right there and I feel like all of those eyes that are watching my baby are just as vested in making sure my baby's safe so that I can just be in the moment and enjoy.

UNIDENTIFIED SPEAKER: Absolutely. And you know --

UNIDENTIFIED SPEAKER: And she said that with, like, just like this is the -- not -- like she didn't say the only place in the whole planet earth, but, like, that's what it kind of felt. She goes, this is the place where I can do this, where I feel everyone is watching my kid have fun on the bouncy house and running and doing all the things that they -- and I don't have to be that helicopter hovering -- no, you can't go too far from me because, you know, I don't know these -- even though not everyone is related or, like -- it just feels like a safe space.

UNIDENTIFIED SPEAKER: Absolutely.

UNIDENTIFIED SPEAKER: And they enjoyed that, like, that -- like, she just went, like, oh, that was beautiful. Because I know I love this place, like, I mean what's not to love, right? Like, the music and the food and the drink and the (indiscernible) comes out and all the (indiscernible) that's -- I get it. But to hear somebody who -- I don't know if she lives within the community, but she says this is -- this -- these 3rd Fridays are the times where I can bring my kids and, like, everyone's taking care of my kid.

UNIDENTIFIED SPEAKER: Absolutely.

UNIDENTIFIED SPEAKER: And I, like, love that sentence --

UNIDENTIFIED SPEAKER: Right.

UNIDENTIFIED SPEAKER: -- because I thought that's what we want, that's what we're trying to build. Because she says, I can't go to other places like this, right? Like there's -- in Phoenix or somewhere else, I might not -- you know, it's just a big city and it's harder, but -- she said. So I needed to share the comment, 'cause --

MAYOR RODRIGUEZ: Thank you, guys, for your enthusiasm with these events. I mean, you know, Council Member Erives loves to get the party started, you know, so thank you for that. She's always the first one up, but you know, everyone follows closely, so --

UNIDENTIFIED SPEAKER: Uh-huh.

MAYOR RODRIGUEZ: Yeah. So we got comments from --

UNIDENTIFIED SPEAKER: Uh-huh.

MAYOR RODRIGUEZ: -- council --

UNIDENTIFIED SPEAKER: Council Member?

MAYOR RODRIGUEZ: Okay. Last, okay. Well, I guess I'm just going to read this. The next item is City Council meeting scheduled on Tuesday, March 11th, 2025 has been canceled due to the National League of Cities Congressional Conference in March, the 10th to the 12th, 2025 in Washington, DC. A number of the council members and myself will be attending that conference, and staff.

UNIDENTIFIED SPEAKER: And I believe (indiscernible) also?

MAYOR RODRIGUEZ: Yes, awesome.

UNIDENTIFIED SPEAKER: Yes, seventeen council members.

MAYOR RODRIGUEZ: For that reason, we're going to go (indiscernible). Any questions, any comments from the Council staff? No, okay.

And so in that case, we're going to go onto L. Randy and Jeff, want to -- something that's -- okay. We'll now convene to Executive Session. Motions to go into Executive -- well, now is the time for the Council to convene into Executive Session. We are asking members of the public and those that are not involved in this Executive Session to please exit the meeting at this time. The only action item after the Executive Session will be to adjourn to the public meeting.

So at this time do we have a motion to go into Executive Session?

GÁMEZ: So moved.

MAYOR RODRIGUEZ: We have a motion --

ERIVES: Second.

MAYOR RODRIGUEZ: -- from Council Member Gámez. We have a second, Councilwoman Erives. All those in favor of convening to Executive Session say aye.

MAYOR RODRIGUEZ: Aye.

DAVIS: Aye.

CHAVIRA: Aye.

ERIVES: Aye.

GÁMEZ – Aye

MENDOZA: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any, we are now officially in Executive Session.

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 25, 2025. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

____
CRYSTAL ZAMORA, CITY CLERK

Item Number: H.2.

CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of February 19, 2025 to March 18, 2025
MEETING DATE: March 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 19, 2025 to March 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: February 19, 2025 to March 18, 2025

PAYMENTS OVER $10,000

VENDOR NAME	AMOUNT	CHECK #	CHECK/PAYMENT DATE
CITY OF PHOENIX	535,080.60	183895	03/13/2025
CITY OF PHOENIX	417,776.40	183799	02/27/2025
ADAPTIVE ARCHITECTS INC	181,003.00	183793	02/27/2025
FSL HOME IMPROVEMENTS	174,483.02	183985	03/17/2025
BROWN AND CALDWELL	146,840.00	100305	02/26/2025
UNPLUGGED PERFORMANCE INC	139,890.00	183730	02/19/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	127,701.80	183855	03/06/2025
BROWN AND CALDWELL	52,384.00	100305	02/26/2025
FSL HOME IMPROVEMENTS	49,087.60	183668	02/19/2025
CITY OF PHOENIX	48,958.71	183798	02/27/2025
BROWN AND CALDWELL	48,696.00	100305	02/26/2025
BROWN AND CALDWELL	45,760.00	100305	02/26/2025
SANDS MOTOR COMPANY, INC.	44,219.18	183953	03/13/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	38,627.59	100354	03/11/2025
DON SANDERSON FORD INC	37,410.38	183952	03/13/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	36,620.58	100322	02/28/2025
STRAIGHT ARROW CONTRACTING, LLC	34,771.07	183961	03/13/2025
Fiber Glass Systems LP	34,721.70	100309	02/26/2025
CITY OF AVONDALE	34,056.30	183859	03/06/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	33,208.01	100355	03/11/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	33,002.77	100323	02/28/2025
SOLENIS LLC	32,976.00	100380	03/14/2025
SAN TAN AUTO PARTNERS LLC	28,955.27	183950	03/13/2025
ASR CONSTRUCTION GROUP LLC	27,243.02	183885	03/13/2025
TYLER TECHNOLOGIES, INC.	27,031.70	183783	02/25/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	26,629.63	183855	03/06/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	26,449.87	183855	03/06/2025
SAN TAN AUTO PARTNERS LLC	24,904.28	183950	03/13/2025
STRAIGHT ARROW CONTRACTING, LLC	23,180.71	183961	03/13/2025
ASR CONSTRUCTION GROUP LLC	22,877.30	183885	03/13/2025
LYFT, INC.	21,781.97	100365	03/11/2025
WASTE CONNECTIONS OF ARIZONA	19,693.28	183806	02/27/2025
LYFT, INC.	19,021.70	100294	02/21/2025
CDW-GOVERNMENT INC	18,178.68	100349	03/07/2025
KIMLEY-HORN AND ASSOCIATES, INC.	16,300.90	100361	03/11/2025
JACOBS ENGINEERING GROUP INC	15,990.00	100311	02/26/2025
CLARK ELECTRIC SALES INC	15,568.90	183751	02/25/2025

Metropolitan Life Insurance	15,057.73	183767	02/25/2025
TRAFFICADE SERVICE LLC	14,078.16	183886	03/13/2025
MATLICK ENTERPRISES INC	13,498.83	100371	03/11/2025
ARIZONA STATE TREASURER	12,847.61	183883	03/13/2025
MARICOPA COUNTY SHERIFF'S OFFICE	12,648.87	183930	03/13/2025
VERIZON WIRELESS SERVICES LLC	11,660.72	184000	03/17/2025
KIMLEY-HORN AND ASSOCIATES, INC.	11,643.50	100313	02/26/2025
LIBERTY PROCESS EQUIPMENT, INC.	11,527.18	183923	03/13/2025
CITY OF TOLLESON-MEDICAL	11,171.57	100289	02/21/2025
VERIZON WIRELESS SERVICES LLC	10,371.43	183732	02/19/2025
WEST YOST & ASSOCIATES INC	10,158.00	100382	03/14/2025

CITY COUNCIL REPORT

SUBJECT: Educational Services, LLC Employee Staffing Agreement
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Wendy Jackson, Deputy City Manager/Employee Resources Director
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The City Council is requested to approve two agreements with ESI that establish a retire-to-rehire arrangement for Chief Technology Officer Stephen Holliday. The first agreement will be effective from April 1, 2025 through June 30, 2025, followed by a second agreement from July 1, 2025 through April 30, 2026. Under this phased approach, Mr. Holliday will seamlessly resume his leadership role with ESI, with his employment commencing on April 7, 2025. This arrangement is designed to ensure operational continuity and maintain stability within the City's technology department.

BACKGROUND:
The City is proposing a retire-to-rehire arrangement for Chief Technology Officer Stephen Holliday that offers significant strategic benefits. This approach generates cost savings not only by eliminating recruitment expenses—such as advertising, external search fees, and onboarding costs—but also by reducing benefit and employer pension expenses. Moreover, retaining an experienced director who is already well-acquainted with the City's operations and maintains established relationships with staff and stakeholders ensures continuity of leadership. This familiarity supports a smooth transition, minimizes operational disruptions, and enhances overall efficiency within the technology department, ultimately bolstering departmental morale and stability.

DISCUSSION:
Proposed Retire-to-Rehire Arrangement Benefits

- Cost Savings: This approach avoids the significant expenses associated with traditional recruitment—including advertising, external search fees, and onboarding—thus easing budgetary pressures.
- Retention of Institutional Knowledge: Stephen Holliday’s established experience with the City's operations preserves critical institutional knowledge and maintains key relationships, ensuring a smooth transition.
- Continuity of Leadership: Re-engaging a proven leader minimizes disruptions within the technology department, supporting operational stability and sustaining staff morale.
- Enhanced Operational Efficiency: By streamlining the re-engagement process, the arrangement reduces downtime and mitigates potential setbacks during leadership transitions, ensuring sustained departmental performance.

BUDGET IMPACT:

The fees to ESI, which include wages, will be paid over two purchase orders (POs). The first PO will cover fees and wages from April to June 2025, while the second PO will cover fees and wages from July 2025 to April 2026. Total not to exceed $200,000. Council's approval will grant the City Manager budgetary authority to execute these payments and manage the financial obligations associated with this agreement.

Fiscal Year Expense to include Staffing Fee:
FY 25 $43,753.85
FY 26 $145,846.15

The retire-to-rehire arrangement is expected to yield favorable budget outcomes by reducing recruitment expenses—such as advertising, external search fees, and onboarding costs—while also eliminating the need for additional pension contributions of 12.27% and approximately $2,400 per month in benefit costs. Additionally, by leveraging the expertise of a seasoned professional who is already familiar with the City's operations, this approach ensures the seamless continuation of ongoing projects, preserves institutional knowledge, and maintains leadership stability.

Without this arrangement, the City would likely face an extended vacancy, increased workloads on existing staff, and potential disruptions to essential technology services. Furthermore, the structured contract term from April 1, 2025, to April 30, 2026, provides financial predictability, enabling precise budget planning, controlled expenditure management, and strategic resource allocation. This proactive approach mitigates unexpected fiscal impacts while sustaining operational efficiency and service delivery excellence.

RECOMMENDATION:

It is recommended that the City Council approve the retire-to-rehire agreement with ESI for Chief Technology Officer Stephen Holliday. Effective from April 1, 2025, through April 30, 2026—with Mr. Holliday commencing under ESI on April 7, 2025—this arrangement delivers cost savings by avoiding recruitment expenses, ensures leadership continuity, and preserves critical institutional knowledge, all of which are essential for maintaining the stability and efficiency of the City's technology department.

ATTACHMENTS:

1. 03 25 25 ER - Employee Staffing Agreement - Educational Services LLC - End Date 06 30 25

Employee Staffing Agreement

This Agreement for Employee Staffing Services ("Agreement") is entered into in the State of Arizona effective April 1, 2025 ("Effective Date"), by and between
City of Tolleson ("Client"), and Educational Services, LLC, an Arizona limited liability company ("ESI").

RECITALS

A. ESI is a company in the business of providing employee staffing services.

B. Client is an entity within the State of Arizona and desires to obtain certain staffing services ("Services") from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement.

C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees ("Workers" pursuant to Section 2 below).

D. This Agreement shall not diminish, abolish, or remove any rights of Workers against the Client, or obligations of the Client to any Workers, if any, that existed before the Effective Date of this Agreement.

E. Client and ESI agree to be bound by the terms and conditions set forth in any applicable cooperative contract purchasing agreement.

AGREEMENT

In consideration of the foregoing recitals, and mutual promises contained herein, Client and ESI agree as follows:

1. **RELATIONSHIP OF THE PARTIES**

ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client has the right to direct Workers only to the extent necessary to conduct the Client's business, and operations, and to comply with licensing and certification requirements that apply to the Client, or to any Worker. In all other respects, ESI retains full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between ESI and Client.

2. **WORKER**

In this Agreement, the term "Worker" or "Workers" means an individual(s): (a) employed by ESI in Arizona to work in Arizona, (b) who is performing Services for Client pursuant to this Agreement, (c) who has completed ESI's required hiring and onboarding process forms, and, where applicable, is certificated or licensed as required by law for the position in which ESI places the Worker.

ESI will not place into employment positions with the Client any Worker who does not possess, or have the ability to possess, all necessary certification and endorsements or licenses for the position assigned.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination, and/or harassment claims. ESI retains the right to make a final determination as to whether to hire a Worker.

3. **TERM OF AGREEMENT**

The initial term of this Agreement will be from the effective date through June 30, 2025. Upon the expiration of the initial Term, this Agreement may be renewed annually upon mutual agreement of both parties (with each one-year renewal being a successive "Term"). This Agreement does not automatically renew at the end of each year.

4. **NON-APPROPRIATION CLAUSE**

Client may cancel this Agreement by providing written notice to ESI if funding is not available to Client due to budget constraints.

5. **TERMINATION**

A. Workers, Without Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker at any time without cause upon the submission of at least thirty (30) calendar days' advance written notice.

B. Workers, With Cause. Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker upon written notice to ESI upon the occurrence of any of the following:

(1) A material breach by ESI, or a Worker of any of ESI's or Worker's obligations under this Agreement, or under the Worker's contract and/or employment offer letter.

(2) If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony, or of any crime involving moral turpitude, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an act or omission which constitutes a breach of the Worker's contract and/or employment offer letter, violates the policies of the Client applicable to Client's own employees, commits an act of unprofessional conduct, or commits an act that adversely affects the reputation of Client.

(3) Death or Permanent Disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or Permanent Disability. "Permanent Disability" shall mean the Worker is unable to perform his/her essential job duties, with or without reasonable accommodation, for a period of more than sixty (60) days.

(4) If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.

C. Agreement. This Agreement may be terminated by either party, for any reason, at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 28.

6. **SCOPE OF SERVICES**

In collaboration with Client, ESI shall supply Workers and shall perform the following services:

A. Recruit, hire, train, evaluate, compensate, place, replace, supervise, discipline, and terminate Workers.

B. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity, and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA"), and the Arizona Employment Protection Act ("AEPA").

C. Maintain a system of statewide background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. ESI shall ensure that all Workers possess all certifications and licenses necessary to perform their assignments.

D. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments.

E. Maintain a program of supervision that enforces appropriate policies and procedures. In order to maintain the program, ESI may designate one or more on-site ESI employees as the supervisor, and/or, ESI contact responsible for addressing and responding to Workers.

F. Provide each Worker with information regarding his or her obligation to comply with applicable safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation, and conduct policies.

G. Inform each Worker in writing that s/he is employed by ESI, and not employed by the Client.

H. Inform each Worker in writing that job related illness/injury reports are to be made to the Client, and ESI's on-site supervisor, or ESI contact, and provide information on where and how reports are to be made to the Client and ESI supervisor or contact. Worker must coordinate with ESI, or ESI's representative, for non-emergency treatment, and not the Client, or Client's representative.

I. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA"), the Fair Wages and Healthy Families Act, and Arizona Labor Code. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for, and will comply with, applicable law governing the reporting and payment of wages, payroll-related, and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

For SubSource Workers (substitutes), ESI will track, account and pay for paid sick time in accordance with the Fair Wages and Healthy Families Act ("FWHFA"). These costs for SubSource Workers will not be invoiced to the Client and will be ESI's responsibility.

For RetireRehire Workers (return-to-work retirees), Client will be responsible for providing paid leave equal to or greater than the amount required under the FWHFA. The annual allotment of a RetireRehire Worker's paid sick leave will not be accrued but will be granted by Client in full via a lump sum dispersal at the start of the RetireRehire Worker's contracted employment period. Client will have discretion in determining the type and quantity of paid leave so long as this paid leave allotment meets the requirements of the FWHFA.

Hourly employees will not be allowed to accrue "comp time," and will be paid their proper overtime rate, 1 ½ times their regular hourly rate, for any hours worked over 40 hours in a workweek, as required by applicable law. If an authorized timesheet approver (employee of Client) approves a Worker timesheet with overtime hours on it, ESI must pay that overtime, and will bill Client accordingly for that overtime.

J. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.

K. ESI shall perform all other responsibilities with respect to Workers otherwise required of an employer, and not assumed by Client pursuant to this Agreement.

7. **APPROVAL OF SUPPLIED WORKERS**

Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with ESI to provide. The Client has the right to reject any Worker prior to, or, at the time of placement for any lawful reason. Client may recommend that ESI impose discipline upon any Worker for any lawful reason, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker for any lawful reason. ESI retains the sole right to determine if rejection, discipline, or dismissal of a Worker is for a lawful reason.

8. **ADMINISTRATIVE FEES**

Client will pay ESI an administrative fee in accordance with the Fee Schedule, attached as **Exhibit A**.

ESI will pay for all associated employer's payroll liabilities for the Workers. Payroll liabilities include FICA (OASDI/Medicare), federal and state unemployment taxes, and workers' compensation insurance ("Payroll Liabilities"). ESI's obligation to pay all Payroll Liabilities will not change during the Term, even if there are mid-Term increases in SUTA or workers' compensation rates charged for the Workers. However, ESI reserves the right to amend Exhibit A and charge Client for increased Payroll Liabilities mid-Term only in the event of the following: A) an additional category of payroll tax applicable to the Workers is mandated by any federal, state, or local government that was unforeseen at the commencement of the Term; or B) any federal, state, or local government imposes a material and substantial change to the payroll tax structure applicable to the Workers that causes material increased costs to ESI that were unforeseen at the commencement of the Term.

9. **PRE-PAYMENT INCENTIVE**

ESI pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, ESI offers a pre-payment incentive in the Contract Administrative Fee if Client pre-pays for Services as defined per **Exhibit A**.

10. **PAYMENT TERMS**

ESI will bill Client with invoices as "net 30." An 8% per annum late payment charge will be assessed for any payment that is not received within 30 days of invoice.

11. **WORKERS' COMPENSATION**

A. ESI will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. ESI shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than $1,000,000 each accident, and $1,000,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer.

B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.

C. Client understands, agrees, and acknowledges that the workers' compensation insurance that ESI will provide under this Agreement will only cover individuals who are employed by ESI, and that such ESI's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

12. **CLIENT'S LIABILITY INSURANCE**

Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The provision of liability indemnity protection shall not be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement.

The coverage provided will be made available to Workers as an additional covered party under the terms of the Client's insurance coverage. Coverage will be made available by the Client's insurance company to Workers on the same terms and conditions as coverage is made available to Client employees. ESI shall be named an additional covered party to the Client's insurance agreement but only to the extent that ESI is vicariously liable for the acts of Workers while Workers are performing services for Client but not for any actual or alleged wrongful act, error or omission of ESI in its own right (e.g., claims of negligent hiring, supervising or retention, employment discrimination, etc.).

13. **ESI'S LIABILITY INSURANCE**

ESI shall maintain in full force and effect at all times during the Term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one million dollars ($1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars ($2,000,000). The CGL policy shall be written on an occurrence form and shall cover liability arising from the independent negligence or other wrongful act, error or omission of ESI and its employees that is not the direct consequence of the Services provided by Workers under the terms of this Agreement. The Client shall be added as an additional insured to the CGL policy, but only to the extent that the covered liability-causing event is not related to the Services provided by Workers under the terms of this Agreement.

14. **PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**

The parties believe that all Workers are the common law employees of ESI and that ESI is an applicable large employer for purposes of compliance with the requirements of Code Section 4980H. Accordingly, ESI offers full-time Workers and their "dependents" (as defined in any regulations or other guidance issued under Code Section 4980H) the opportunity to enroll in ESI's "minimum essential coverage" (as defined in Code Section 5000A(f) and any regulations or other guidance issued thereunder) under an "eligible employer-sponsored plan" (as defined in Code Section 5000A(f)(2) and any regulations or other guidance issued thereunder) at least once per year. Such coverage will provide "minimum value" (as defined in Code Section 36B(c)(2)(C)(ii) and any regulations or other guidance issued thereunder).

In addition, ESI will determine full-time employee status for all Workers using the "look-back measurement method" (as defined in the regulations or other guidance issued under Code Section 4980H) and will conduct the necessary tax reporting as required by Code Sections 6055 and 6056, including the timely furnishing of all Forms 1095-C to applicable individuals and the timely filing of all Forms 1094-C and 1095-C with the Internal Revenue Service.

Each party agrees to provide the other party timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency with respect to Code Section 4980H compliance as it applies to the Workers covered by this Agreement. For this purpose, notice shall be considered timely if provided to the other party no later than 20 days before a corresponding response is due to the Internal Revenue Service or other governmental agency.

15. **ADMINISTRATION**

A. All Workers assigned to fill positions with the Client are employees of ESI. ESI is responsible for administrative employment matters, such as transmission of all federal, state, and local employment tax payments, providing workers' compensation insurance, as well as management of fringe benefit programs for Workers. ESI agrees to pay, and hold harmless, Client from any and all tax penalties, assessments, or governmental charges in connection with all or any of the Services provided under the terms of this Agreement. Client is responsible for payment of the Alternative Contribution to the Arizona State Retirement System for any amounts that may be due for individual Workers.

B. Client will immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.

C. Workers will receive compensation for services rendered pursuant to this Agreement solely through ESI. It is a material breach of this Agreement for Client to pay any Worker in cash, or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment. Further, ESI shall provide Workers with unemployment insurance coverage to the extent required by law.

D. ESI shall warrant compliance with all federal immigration laws and regulations that relate to Workers, and that it has verified employment eligibility of each Worker through the E-verify program.

E. Upon Client's reasonable request, ESI will provide documentation showing compliance with Section 15(D) with respect to any Worker.

F. If Client engages in ESI's RetireRehire service, Client RetireRehire Terms, attached as **Exhibit B**, summarizes Client's return-to-work program. Client has sole discretion to set terms. Terms may be changed by Client at any time upon written notice to ESI.

G. If Client requires Worker to operate Client vehicles, Client shall assume full responsibility for transportation safety, vehicle maintenance, training Worker in the basic operational necessities of operating Client's vehicle, vehicle safety inspections, environmental compliance, and all government requirements and compliance relating to Worker's operation of Client's vehicle.

16. <u>PROTECTED LEAVES OF ABSENCE</u>

A. The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects civilian job rights and benefits for military servicemembers, veterans, and members of Reserve components. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers are called away for or return from military service, pursuant to the requirements of USERRA.

B. The Family and Medical Leave Act ("FMLA") protects job rights, leave, benefits, and re-instatement rights of eligible employees after the employee has been on approved FMLA leave. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers go on leave or return from leave, pursuant to the requirements of the FMLA.

17. <u>SAFE WORK ENVIRONMENT</u>

A. ESI and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work-related accidents involving the Worker within 24 hours to Client.

B. If applicable, and appropriate, Client will provide the Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.

C. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI, or its insurers, may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA log). Neither ESI's insurer nor ESI warrants the result of the inspections, or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.

D. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable federal, state, and/or local laws, regulations, codes, or standards.

18. **SUPERVISION**

A. ESI, in coordination with Client, will provide direction, supervision, training, and control of each Worker in the performance of the Services. Client will provide daily monitoring of the Workers and will report to ESI. ESI may designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor may direct the operational and administrative matters relating to the Services and may be under the direct supervision of ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to ESI or designee.

B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and procedures and permit ESI to implement its policies and procedures relating to the Workers.

C. Client may make all non-routine directives through ESI's on-site supervisor, or if an on-site supervisor is not provided, then through ESI or designee.

19. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. In addition, Client agrees to indemnify, defend, and hold harmless ESI for any (i) breach of any representation, warranty or obligation of Client set forth in this Agreement; and (ii) any claim that any work product or Client's receipt or use thereof infringes on any intellectual property right of a third party. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) resulting from a vehicular incident, but only to the extent that the Workers are operating Client's vehicles within the course and scope of authorization granted by the Client.

ESI shall be solely responsible and shall indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with ESI's failure to: (i) offer minimum essential coverage that provides minimum value consistent with Section 14 of this Agreement; (ii) timely and accurately furnish and file information returns consistent with Section 14 of this Agreement; or (iii) otherwise comply with the requirements of Code Section 4980H and any regulations or other guidance issued pursuant thereto. Notwithstanding the foregoing, ESI shall not be responsible and shall not indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with Client's failure to: (i) offer minimum essential coverage to its common law employees pursuant to an eligible employer-sponsored plan; (ii) offer coverage that provides minimum value and that is "affordable," within the meaning of Code Section 4980H and any regulations or other guidance issued pursuant thereto; or (iii) provide timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency as described by Section 14 of this Agreement.

The Indemnitee hereunder shall promptly notify the Indemnitor in writing of any claim, suit, action or proceeding and cooperate with the Indemnitor at the Indemnitee's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim, suit, action or proceeding and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitor shall not settle any claim, suit, action or proceeding in a manner that adversely affects the rights of the Indemnitee without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this section shall not relieve the Indemnitor of its obligations under this section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own expense.

The parties agree that this Section 19 constitutes the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

20. **ADJUDICATION OF AGREEMENT**

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

21. **LIMITATION OF LIABILITY**

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S SOLE REMEDY IN THE EVENT OF ESI'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT AND RECEIVE, WITHIN THIRTY (30) DAYS AFTER THE TERMINATION DATE, A REFUND FOR ANY FEES THAT CLIENT PAID ESI AS OF THE TERMINATION DATE FOR SERVICES THAT WERE NOT PERFORMED AS A RESULT OF ESI'S BREACH. FURTHER, ESI SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION TO CLIENT WHATSOEVER, SUCH AS LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CLIENT ACCEPTS THE RESTRICTIONS ON CLIENT'S RIGHT TO ADDITIONAL RECOURSE AS PART OF CLIENT'S BARGAIN WITH ESI.

22. **ATTORNEYS' FEES**

Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.

23. **MODIFICATIONS OR WAIVER OF AGREEMENT**

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a Director-level employee or above of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

24. **ENTIRE AGREEMENT**

This Agreement, including the Recitals and Exhibits, along with all other agreements explicitly referenced herein, including the 1Government Procurement Alliance Contract No. 22-09PV-03, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

25. **BINDING NATURE OF AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. For the avoidance of doubt, ESI has the right to assign its rights and obligations under the Agreement to any assignee, successor, and/or subsequent owner, whether as a result of a merger, acquisition, or other change in ownership.

26. **CONSTRUCTION; INTERPRETATION; MODIFICATION**

This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to "writing" include printing, typing, electronic writing and other means of reproducing words in a tangible visible form; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation". The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

27. **WARRANTY**

Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and federal immigration laws and regulations that relate to its employees and Workers and with the E-Verify program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee/Worker of the other party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

28. **NOTICES**

All notices or other communication required or permitted under this Agreement shall be in writing, and shall be made by hand delivery, or overnight courier, or prepaid first-class certified mail, with an additional copy (which does not constitute notice) sent via email. Notice to ESI shall be sent to:

Educational Services, LLC
14614 N. Kierland Blvd, Suite 230
Scottsdale, AZ 85254
ATTN: ESA Administrator
Email: hr@esiaz.us

Notice to Client shall be sent to
City of Tolleson
9055 W. Van Buren Street
Tolleson, Arizona, 85353
Attn: Crystal Zamora, City Clerk

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

29. **NO RULE OF STRICT CONSTRUCTION**

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

30. **HEADINGS**

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

31. **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

32. **ARBITRATION**

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement, or the performance hereunder, the parties hereby agree that any such dispute shall be exclusively submitted to, and resolved in, binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs. Arbitration shall take place in Maricopa County, Arizona.

33. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all mandatory contract provisions of state agencies required by statue or executive order.

34. **VALIDITY**

This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.

35. **CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity, or a consultant to any other party to the contract with respect to the subject matter of the contract.

36. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in, a boycott of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

37. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

Effective Date: April 1, 2025.

CITY OF TOLLESON, ARIZONA a municipal corporation	EDUCATIONAL SERVICES, LLC, an Arizona limited liability company
______________________________	______________________________
By: Reyes Medrano, Jr.	By: W. Andy Shirk
Its: City Manager	Its: President & CEO

ATTEST:

____
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

____
Justin S. Pierce, City Attorney
Pierce Coleman PLLC

EXHIBIT A
Fee Schedule

ESI Cooperative Contracts
All fees are defined through the following cooperative contracts. The following is a summary of key terms and may be subject to change. Refer to the specific governing cooperative contract for current detailed fee terms.

<u>1Government Procurement Alliance Contract No. 22-09PV-03</u>

RetireRehire
ASRS Retired Member Leased Employees: excludes Substitutes
- 18.50% of gross salary

SubSource
Certified and Classified Substitutes
- 27.50% of gross salary

Pre-Payment Incentive
Pre-payment of at least 80% of estimated fiscal year expenditure required. Incentive is a 0.25 percentage point reduction of the base administration fee. Example: For ASRS Retired Member Leased Employees (excludes substitutes), the base admin fee of 18.50% would be reduced to 18.25%.

EXHIBIT B
Client RetireRehire Terms

Salaried Employees	
Contractual Salary	Varies*
Performance Pay	NO
Insurance Support	YES
PTO	YES
Holiday Pay	YES
Time Limit with ESI	One year or may renew

Other Special Provisions: *Salary will vary depending on the employee position.
All terms may vary depending on employee position.

Hourly Employees	☐ Same as Salary Employees
Contractual Salary	Varies*
Performance Pay	NO
Insurance Support	YES, Only when fulltime
PTO	YES, For fulltime. Other than fulltime, only as required by the law (40 hrs. of sick leave)
Holiday Pay – only when fulltime	YES
Time Limit with ESI	One year or may renew

Other Special Provisions: Hourly rate will vary depending on the employee position.
All terms may vary depending on employee position.

Item Number: H.4.

CITY COUNCIL REPORT

SUBJECT: Second Amendment to CDW Government Cooperative Purchasing Agreement
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Stephen Holliday, Chief Technical Officer
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Information Technology Department is requesting the approval of the Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and CDW Government, LLC for Software Value Added Reseller Services.

BACKGROUND:
CDW Government, LLC is a technology vendor that provides computer hardware, software, and consulting services to the City.

DISCUSSION:
The $50,000 addition to the annual request is based on projections that include new equipment purchases, software purchases, and consulting services to support upcoming projects and initiatives, as well as a buffer in the event of emergency purchases.

BUDGET IMPACT:
The City desires to amend the existing Agreement to increase the annual aggregate amount from $250,000 to $300,000 for additional services. Funds for this amendment are available in the approved budget under the appropriate accounts designated for software services procurement.

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

ATTACHMENTS:
1. 03 25 25 Second Amendment to CPA - CDW Government LLC - End Date 06 30 27

AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
CDW GOVERNMENT LLC

THIS AMENDMENT NUMBER 2 TO THE COOPERATIVE PURCHASING AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and CDW Government LLC, an Illinois limited liability company, (the "Contractor"), (collectively, "the parties"), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

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

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

AGREEMENT

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

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

> **3. Compensation.** Commencing with the fiscal year July 1, 2024 through June 30, 2025, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of ~~$250,000.00~~ **$300,000.00** for each fiscal year, for the Services at the rates that shall be agreed upon by the parties.

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

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

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

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

"**City**"

CITY OF TOLLESON,
an Arizona municipal corporation

______________________________ ____________________
Reyes Medrano, Jr., City Manager Date

ATTEST:

____
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

____
Justin S. Pierce, City Attorney

"Contractor"

CDW GOVERNMENT LLC,
an Illinois limited liability company,

By: Anup Sreedharan (Feb 26, 2025 08:07 CST) 02/26/2025
Name: ____________________ Date
Its: ____________________

Item Number: H.5.

CITY COUNCIL REPORT

SUBJECT: Fourth Amendment to Pump Pro Cooperative Purchasing Agreement
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Jamie McCracken, Utilities Director
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Utilities Department is requesting the approval of the Fourth Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Pump Pro, LLC, for services related to vertical water pumps, maintenance, purchases and repairs.

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

The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with the required services and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the services.

DISCUSSION:
Pump Pro, LLC performs routine and emergency services related to water and wastewater deep well pumps, booster pumps and associated equipment.

The infrastructure is critical and requires specialized equipment to remove and rehabilitate the pumping assemblies. The vendor also completes complex machining work related to the repair of pumping components.

BUDGET IMPACT:
Commencing with the fiscal year July 1, 2024, through June 30, 2025, the City’s payments to the Contractor, if any, shall not exceed an aggregate amount of $500,000 for each fiscal year for the equipment and services at the rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number 365. This Agreement shall remain in full force and effect until November 18, 2025.

RECOMMENDATION:
Staff recommends the City Council approve the Cooperative Purchasing Agreement with Pump Pro LLC.

ATTACHMENTS:

1. 03 25 25 UT - Fourth Amendment to CPA - Pump PRO LLC - End Date 11 18 25

AMENDMENT NO. 4 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
PUMP PRO LLC

THIS AMENDMENT NUMBER 4 TO THE COOPERATIVE PURCHASING AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and Pump Pro LLC, (the "Contractor"), (collectively, "the parties"). This Amendment shall be effective on the last signature date set forth below.

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

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement dated March 10, 2020, as amended by the First Amendment dated February 23, 2022 and the Second Amendment dated March 14, 2023 and the Third Amendment dated October 25, 2023 (collectively, the "Agreement"), based upon the City of Tempe Contract Number WUD20-029-02, as amended, (collectively, the "Contract"), for the purchase of goods, materials and/or services described in the Contract as vertical water pumps, maintenance, purchase and repair. The terms of the Agreement and any amendments are incorporated herein.

B. The City and the Contractor wish to retroactively amend the Agreement to extend the term of the Agreement through November 18, 2025 and increase the compensation paid to Contractor to $500,000.00.

AGREEMENT

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

1. Term of Agreement. This Agreement is retroactively extended and shall remain in full force and effect until November 18, ~~2023 2024~~ **2025**, unless terminated as otherwise provided in this Agreement or the procurement contract.

2. Compensation. The City shall pay the Contractor an annual aggregate amount not to exceed ~~$300,000.00~~ **$500,000.00** per year for the additional goods materials and/or services.

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

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

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

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

"**City**"

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager	DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE.]

"**Contractor**"

PUMP PRO, LLC,
an Arizona limited liability corporation

By: DAN R Waddell
Name: Dan R Waddell
Title: Manager

2-25-25
DATE

Tempe

Financial Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number WUD20-029-02
Contract Description Vertical Water Pumps Maintenance, Purchase

Date August 12, 2024

97356
Pump Pro LLC
Dan Waddell
PO Box 20744
Phoenix, AZ 85036

Renewal Information

Beginning	November 19, 2024
Ending	November 18, 2025
Renewal	4 of 4

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Pump Pro LLC certifies that it is not currently engaged in, and agrees for the duration of this Contact/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S.§ 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Eric Kraenzle, C.P.M.	480-350-8548	eric_kraenzle@tempe.gov
Procurement Specialist	Elaine Ngai	480-350-8618	elaine_ngai@tempe.gov

CITY COUNCIL REPORT

SUBJECT: First Amendment to PVS DX, Inc. Chemical Purchase Agreement
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Jamie McCracken, Utilities Director
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Utilities Department is requesting the approval of the First Amendment of the Chemical Purchase Agreement between the City of Tolleson and PVS DX, Inc. to increase the compensation authorized by the Agreement for Additional Chemical purchases.

BACKGROUND:
The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their Chemical Purchase Agreement under this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with the required services and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the services.

DISCUSSION:
PVS DX, Inc. supplies the City of Tolleson with chemicals necessary for the treatment of wastewater and compliance with our various permits. Timely purchase and safe delivery of these chemicals also protects public and environmental health.

BUDGET IMPACT:
Commencing with the fiscal year July 1, 2024, through June 30, 2025, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of $500,000.00 for each fiscal year, for chemicals at the rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number 365. This Agreement shall remain in full force and effect until June 30, 2025.

RECOMMENDATION:
Staff recommends the City Council approve the Chemical Purchase Agreement with PVS DX, Inc.

ATTACHMENTS:
1. 03 25 25 UT - First Amendment to CPA - PVS DX, Inc.

AMENDMENT NO. 1 TO CHEMICAL PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
PVS DX, INC.

THIS AMENDMENT NUMBER 1 TO CHEMICAL PURCHASE AGREEMENT (this "Amendment") is between the City of Tolleson, an Arizona municipal corporation (the "City") and PVS DX, Inc. (the "Contractor") and shall become effective (the "Effective Date") upon the date this Agreement is signed by both Parties.

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

RECITALS

A. The City entered into a Chemical Purchase Agreement dated October 23, 2024, with Contractor.

B. The City has determined that additional Chemicals are necessary.

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

AGREEMENT

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

1. Compensation. Commencing with the fiscal year July 1, 2024 through June 30, 2025, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of ~~$200,000.00~~ **$500,000.00** for each fiscal year, for Chemicals at the rates that shall be agreed upon by the parties.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“**City**”

CITY OF TOLLESON,
an Arizona municipal corporation

__________________________________ ______________________________

Reyes Medrano, Jr., City Manager Date

ATTEST:

____

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

____

Justin S. Pierce, City Attorney

“**Contractor**”

PVS DX, Inc.,
a Michigan corporation,

By:__________________________________ ______________________________

Date

Name:______________________________

Title:______________________________

Item Number: H.7.

CITY COUNCIL REPORT

SUBJECT: Resolution No. 2596 - Termination and Release of Development Agreement
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Jason Earp, Development Services Director
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
This is the Development Agreement the City needs to have released or obtain evidence that it no longer applies.

BACKGROUND:
The original development agreement, established over 20 years ago, was intended to encourage smaller warehouse developments in the area rather than large-scale warehouses. However, since the City has approved and completed the 'Villages at Paseo de Luces' housing development, the agreement is no longer needed. We now seek to release it from the title report to facilitate financing for the new owners.

DISCUSSION:
The Villages at Paseo de Luces project is now complete. To facilitate financing for the new owners, we intend to release the original development agreement for warehouse development from the title report.

BUDGET IMPACT:
N/A

RECOMMENDATION:
Staff Recommends Approval

ATTACHMENTS:
1. Res 2596 Termination and Release of Development Agreement for Village at Paseo de Luces - 9802 W. Van Buren St. 03 25 25

WHEN RECORDED, RETURN TO:

City of Tolleson
City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

RESOLUTION NO. 2596

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, On or about December 21, 1999, the City of Tolleson ("City") entered into a development agreement with Grandilla (Arizona), Inc., an Arizona corporation, Foot Creek Corporation of Arizona, an Arizona corporation, John C. Lincoln Health Network, an Arizona non-profit corporation, The First Presbyterian Church of Phoenix, an Arizona nonprofit corporation, American Cancer Society/Southwest Division, Inc., an Arizona nonprofit corporation, and the Heard Museum, an Arizona nonprofit corporation (collectively the "Non City Parties"), which development agreement was recorded with the Maricopa County Recorder on January 21, 2000 at **2000-0050698** (the "Development Agreement"); and

WHEREAS, Village at Paseo de Luces, LLC is the successor in interest to the Non City Parties to the Development Agreement; and

WHEREAS, all of the obligations under the Development Agreement have been fulfilled; and

WHEREAS, pursuant to A.R.S. §9-500.05(C), a development agreement may be terminated by the mutual agreement of the parties or their successors and assigns; and

WHEREAS, the City and Village at Paseo de Luces, LLC now desire to terminate the Development Agreement and release the Property from the obligations thereunder; and

WHEREAS, the City Council of the City of Tolleson finds that terminating said Development Agreement is in the best interest of the City.

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

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

Section 2. The Termination and Release of Development Agreement is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

Section 4. The City Clerk is hereby authorized and directed to record a copy of the Termination and Release of Development Agreement with the Maricopa County Recorder not later than ten days from the date of this Resolution.

Section 5. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 25th day of March, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: _____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____________________________________
Justin Pierce, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2596 was duly passed and adopted by the Mayor and Council of the City of Tolleson, Arizona, at the Regular City Council Meeting held on March 25, 2025, that the vote thereon was ___ ayes, ___ nays, and that the Mayor and ___ Council Members were present thereat.

____
Crystal Zamora, City Clerk
City of Tolleson, Arizona

EXHIBIT A

TO

RESOLUTION NO. 2596

[Termination and Release of Development Agreement]

See following pages.

When Recorded, Return To:
City Clerk
City of Tolleson
9055 W. Van Buren Street
Tolleson, Arizona 85353

TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

RECITALS

WHEREAS, On or about December 21, 1999, the City of Tolleson ("City") entered into a development agreement with Grandilla (Arizona), Inc., an Arizona corporation, Foot Creek Corporation of Arizona, an Arizona corporation, John C. Lincoln Health Network, an Arizona non-profit corporation, The First Presbyterian Church of Phoenix, an Arizona nonprofit corporation, American Cancer Society/Southwest Division, Inc., an Arizona nonprofit corporation, and the Heard Museum, an Arizona nonprofit corporation (collectively the "Non City Parties"), which development agreement was recorded with the Maricopa County Recorder on January 21, 2000 at **2000-0050698** (the "Development Agreement") regarding certain real property located in the City of Tolleson legally described on Exhibit A attached hereto and made a part hereof by this reference (the "Property") ; and

WHEREAS, Village at Paseo de Luces, LLC is the successor in interest to the Non City Parties to the Development Agreement; and

WHEREAS, all of the obligations under the Development Agreement have been fulfilled; and

WHEREAS, pursuant to A.R.S. §9-500.05(C), a development agreement may be terminated by the mutual agreement of the parties; and

WHEREAS, the City and Village at Paseo de Luces, LLC now desire to terminate the Development Agreement and release the Property from the obligations thereunder; and

NOW, THEREFORE, for good and valuable mutual consideration, the City and Village at Paseo de Luces, LLC now agree to terminate the Development Agreement and release the Property from all covenants running with the land pursuant to Section 5.8 thereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations herein contained on the day and year first written above.

CITY OF TOLLESON, an Arizona municipal corporation

____
City Manager

ATTESTED:

____
City Clerk

APPROVED AS TO FORM:

____
Justin Pierce, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was subscribed, sworn to, and acknowledged before me this ___ day of _____________ 2025, by ___________________, a _________________ on behalf of THE CITY OF TOLLESON, an Arizona municipal corporation.

____
Notary Public

My Commission Expires:

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON THE NEXT PAGE]

VILLAGE AT PASEO DE LUCES, a Delaware Limited Liability Company

____

By: ______________________________
Its: ______________________________

STATE OF _____________)
) ss.
County of ______________)

This instrument was subscribed, sworn to, and acknowledged before me this ___ day of ____________ 2025, by __________________, a ________________ on behalf of ______________________, an ____________________________.

____
Notary Public

My Commission Expires:

EXHIBIT "A"

LOT 18

A parcel of land lying within Section 8, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the northeast corner of Section 8;

Thence along the north line of said Section 8, South 89 degrees 18 minutes 52 seconds West 33.45 feet;

Thence South 00 degrees 41 minutes 08 seconds East 33.00 feet to the POINT OF BEGINNING;

Thence South 00 degrees 05 minutes 49 seconds West along a line parallel with and 33.00 feet west of the east line of said Section 8 a distance of 1190.94 feet;

Thence North 89 degrees 54 minutes 11 seconds West 1152.19 feet;

Thence North 00 degrees 05 minutes 49 seconds East 1175.20 feet;

Thence North 89 degrees 18 minutes 52 seconds East along a line parallel with and 33.00 feet south of the north line of said Section 8 a distance of 1152.30 feet to the POINT OF BEGINNING.

Encloses 1,363,119 square feet or 31.29 acres more or less.

LOT 19

A parcel of land lying within Section 4, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the southwest corner of Section 4;

Thence along the west line of said Section 4, North 00 degrees 03 minutes 48 seconds East 33.07 feet;

Thence South 89 degrees 56 minutes 12 seconds East 33.00 feet to the POINT OF BEGINNING;

Thence North 00 degrees 03 minutes 48 seconds East along a line parallel with and 33.00 feet east of the west line of said Section 4 a distance of 1286.94 feet;

Thence North 89 degrees 59 minutes 49 seconds East 1288.69 feet;

Thence South 00 degrees 05 minutes 53 seconds West 1285.63 feet;

Thence South 89 degrees 56 minutes 20 seconds West along a line parallel with and 33.00 feet north of the south line of said Section 4 a distance of 1287.91 feet to the POINT OF BEGINNING.

Encloses 1,657,115 square feet or 38.04 acres more or less.

LOT 20

A parcel of land lying within Section 9, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

COMMENCING at the northwest corner of Section 9;

Thence along the west line of said Section 9, South 00 degrees 05 minutes 49 seconds West 79.91 feet;

Thence South 89 degrees 54 minutes 11 seconds East 33.00 feet to the POINT OF BEGINNING;

Thence North 89 degrees 56 minutes 20 seconds East 37.00 feet;

Thence North 56 degrees 57 minutes 43 seconds East 23.88 feet;

Thence North 00 degrees 05 minutes 49 seconds East 34.00 feet;

Thence North 89 degrees 56 minutes 20 seconds East along a line parallel with and 33.00 feet south of the north line of said Section 9 a distance of 1077.27 feet;

Thence South 00 degrees 12 minutes 32 seconds West 1955.69 feet;

Thence South 89 degrees 41 minutes 29 seconds West 1130.47 feet;

Thence North 00 degrees 05 minutes 49 seconds East along a line parallel with and 33.00 feet east of the west line of said Section 9 a distance of 1913.55 feet to the POINT OF BEGINNING.

Enclosing 2,214,725 square feet or 50.84 acres more or less.

Item Number: I.1.

CITY COUNCIL REPORT

SUBJECT: Achen-Gardner Construction Job Order Master Agreement
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Chris Hamilton, City Engineer
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Development Services/Utilities Department is requesting the approval of a Job Order Master Agreement between the City of Tolleson and Achen-Gardner Construction, LLC for construction services.

BACKGROUND:
With the construction of Moderne at the northwest corner of 96th Ave and Pierce, there became a need to have the ability to direct Well 8 drainage to another location. It was determined the best alternative was to direct this flow to the City basin south of the Field Operation yard on 97th Avenue. Staff worked with Kimley Horn to complete design services for the 96th Ave Drain line. This project was slated to be funded by federal funding through the Army Corp of Engineers as a part of their 595 funds. The project has been construction ready. However, as a part of the 595 funding, environmental clearance is a requirement. This was not originally anticipated and could take up to a year to complete. As time passes, construction costs have continued to rise. Rising costs have an impact on all the 595 funded projects. Staff believes it is in the City's best interest to prioritize the Well #9 construction with the 595 funding and complete the drain line project with City funds.

DISCUSSION:
Staff worked with a couple of contractors who have existing job order contracts. Achen Garner is a reputable contractor who can complete the needed work in a timely and cost-effective manner. The contract will allow Achen Garner to install a much-needed asset for the CIty by the end of the fiscal year. With the completion of the Moderne project nearing, it is increasingly important to get the 96th Ave drain line installed.

BUDGET IMPACT:
The City shall pay the Contractor an amount for the services at the rates set forth in the Fee Proposal. Funds for this agreement are available in the approved budget under the appropriate accounts designated for capital improvement projects through the Water systems improvement line in a not to-exceed amount of $1,500,000.

RECOMMENDATION:
Staff recommends the City Council approves the Job Order Master agreement with Achen-Gardner.

ATTACHMENTS:
1. 03 25 25 DS - JOC - Achen-Gardner Construction, LLC - End Date 09 02 25

JOB ORDER MASTER AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ACHEN-GARDNER CONSTRUCTION, L.L.C.

THIS JOB ORDER MASTER AGREEMENT (this "Contract") between the City of Tolleson, an Arizona municipal corporation, (the "City"), and Achen-Gardner Construction, L.L.C., an Arizona limited liability company, (the "Contractor"), (collectively, "the parties"), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. After a competitive procurement process, the City of Buckeye, Arizona, and Contractor entered into a Job Order Contract, Contract No. 2025100, (the "Job Order Contract"), for JOC Water/Wastewater Pipeline Utility and Infrastructure, as issued by award of individual Job Orders (the "Project"). A copy of the Job Order Contract is on file with the City Clerk's office and is incorporated herein by reference.

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

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Job Order Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with the required services, which may include design services, preconstruction services, permitting regulatory requirements and as-built/close-out documents (collectively the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until September 2, 2025 (the "Term"), unless terminated as otherwise provided in this Agreement or the Job Order Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery, i.e., as needed as determined by the City, Agreement for Services under the terms and conditions of the Job

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

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

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

3. Compensation. The amount to be paid by the City for the Project under each Job Order is the Contract Price for that Job Order. The Job Order price will include a total amount for each Job Order priced for the Work described for that Job Order. The Contract Price for any Job Order will be established as a Firm Fixed Price. Most projects will be completed within the same fiscal year they are initiated in or within three hundred sixty-five (365) days from the Notice to Proceed. The total Job Orders issued during a single fiscal year will not exceed $1,500,000.00.

4. Payments. The City shall pay the Contractor based upon acceptance and delivery of Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Job Order Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Job Order Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

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

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good

faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

10. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any City-approved Purchase Orders, the Job Order Contract, and invoices, the documents shall govern in the order listed herein.

11. Rights and Privileges. To the extent provided under the Job Order Contract, the City shall be afforded all of the rights and privileges afforded to City of Buckeye, Arizona, and shall be "City of Buckeye" or "City" (as defined in the Job Order Contract) for the purposes of the portions of the Job Order Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the Lead Public Agency to the extent provided under the Job Order Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

13. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

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

If to the City:	City of Tolleson 9055 W. Van Buren Street Tolleson, Arizona 85353 Attn: Crystal Zamora, City Clerk
With copy to:	Pierce Coleman PLLC 17851 N. 85th Street, Suite 175 Scottsdale, Arizona 85255 Attn: Justin Pierce, City Attorney
If to Contractor:	Achen-Gardner Construction, L.L.C. 2195 W. Chandler Blvd., Suite 200 Chandler, Arizona 85224 Attn: Dan Spitza, President

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

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

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

________________________________ ______________________
Reyes Medrano, Jr., City Manager Date

ATTEST:

____
Crystal Zamora, City Clerk
APPROVED AS TO FORM:

____
Justin S. Pierce, City Attorney

"Contractor"

ACHEN-GARDNER CONSTRUCTION, L.L.C.,
an Arizona limited liability company

By: ____________________________ ______________________
Name: __________________________ Date
Its: ____________________________

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ACHEN-GARDNER CONSTRUCTION, L.L.C.

[Purchase Orders]

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

CITY COUNCIL REPORT

SUBJECT: Resolution No. 2597 - Sale and issuance of General Obligation Bonds
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Kevin Artz, Chief Financial Officer
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Tolleson Finance Department seeks the adoption of Resolution No. 2597 providing for the sale and issuance of City of Tolleson General Obligation Bonds, Series 2025 and the taking of all other actions necessary to consummate the sale and issuance of the bonds.

BACKGROUND:
On November 3, 2020, a special election was held to determine if the City of Tolleson would be authorized to incur indebtedness in a total amount, not to exceed $21M, for the purpose of providing funds for the design and construction of parks and recreation projects, including an aquatic center. A majority of the qualified electors voted in the affirmative on the question, and the election was duly canvassed by the Mayor and Council. The indebtedness is in the form of General Obligation bonds that are payable from secondary property taxes levied upon all the taxable property in the City.

The City has budgeted for the design and construction of the aquatic center in the past two budget cycles. The City has purchased the land and entered into a contract to design the aquatic center. The initial budget estimate was $22M. As the design of the facility progressed, it has been determined that the budget for the facility needs to be increased, and staff has budgeted $32M in the FY 2026 budget. The additional funding will come from a $1M private donation and an additional $10M in fund balance from the General Fund.

Staff has been working with Stifel Nicolaus & Company, who will serve as underwriter, and Greenberg Traurig, LLP, who will serve as Bond Counsel, to prepare the necessary documents for the bond sale. Staff will also be making a presentation to rating agencies, to obtain a new bond rating for the City.

DISCUSSION:
Adoption of the Resolution provides for the sale and issuance of the Series 2025 bonds, approves the form and authorizes certain agreements and documents, delegates to the City Manager and CFO certain matters and terms, including determining on behalf of the City, principal amounts, maturity, interest rates and the sale date.

Agreements and documents that are approved in the Resolution include the Official Statement, Continuing Disclosure Agreement, Bond Purchase Agreement and the Bond Registrar and Paying Agent Agreement. Each of the documents will be discussed below:

Official Statement - The Preliminary Official Statement (POS) is the offering document to potential investors. The POS includes a general description of the bonds, security and sources of repayment of the bonds, sources and uses of the funds, estimated debt service requirements, tax exemption of the bonds, bond ratings, continuing disclosure requirements and the financial statements and financial information of the City.

The POS includes Appendix A, which has general and demographic information, Appendix B, which has financial information, Appendix C, which is a legal opinion, Appendix D, which is the continuing disclosure and Appendix E, the Financial Statements.

All the documents are provided to help potential investors make informed decisions on the purchase of City's bonds.

Continuing Disclosure Agreement - The Continuing Disclosure agreement (Appendix D of the POS) outlines the City's responsibilities to provide financial information and notice of certain events to the Electronic Municipal Market Access System. For the life of the bonds, the City is required to post audited financial statements and other financial data, and disclose any of 16 listed events, including bond delinquencies, non-payment, and rating changes.

Bond Purchase Agreement - The Bond Purchase Agreement (BPA) is between the City and Stifel, Nicolaus & Company, which is serving as underwriter in this transaction. The agreement outlines that the City will sell $21M of bonds to the underwriter and the underwriter will purchase the bonds from the City.

Bond Registrar and Paying Agent Agreement - The Bond Registrar and Paying Agent (BRPA) agreement is a contract between the City and the Bond Registrar and Pay Agent, who is still to be determined. The BRPA maintains the registration of ownership of each bond and facilitates the payment of the bonds from the City to the individual bondholders.

The Resolution also delegates to the City Manager and CFO the authority to determine: (1) the date and principal amount of the bonds (not to exceed $21M), (2) the maturity dates of the bonds (not to exceed 25 years), (3) the final interest rates of the bonds, based on bids from the investors, (4) any call dates, (5) the sales date, price and closing costs, and (6) any provisions for credit enhancements. The reason certain items are delegated to staff is because the financial markets are very fluid, and the transaction is typically required to be closed within 24 hours.

BUDGET IMPACT:

The bond proceeds have been programmed into the budget to help fund a portion of the Aquatic Center. The repayment of the bonds has been structured to maintain the City's combined property tax rate, without a property tax rate increase.

RECOMMENDATION:

Staff recommends the Mayor and Council adopt Resolution No. 2597, providing for the sale and issuance of $21M of General Obligation bonds, Series 2025.

ATTACHMENTS:

1. Res 2597 Sale and Issuance of General Obligation Bonds, Series 2025, for the Tolleson Aquatic Center - $21,000,000 03 25 25

2. Pemlinary Official Statement Tolleson, 3-17-25
3. City of Tolleson GO 2025 - Bond Purchase Agreement 4917-2144-9255
4. 2025 GO bonds Powerpoint

RESOLUTION NO. 2597

RESOLUTION OF THE MAYOR AND COUNCIL OF CITY OF TOLLESON, ARIZONA, (1) PROVIDING FOR THE SALE AND ISSUANCE OF CITY OF TOLLESON, ARIZONA GENERAL OBLIGATION BONDS, SERIES 2025 AND FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; (2) APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS RELATED TO THE SALE AND ISSUANCE OF THE BONDS; (3) DELEGATING AUTHORITY TO THE MAYOR, THE MANAGER AND THE CHIEF FINANCIAL OFFICER OF THE CITY OR THEIR DESIGNEES TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AND (4) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND RATIFYING ALL ACTIONS TAKEN TO FURTHER THIS RESOLUTION.

WHEREAS, at a special bond election held in and for the City of Tolleson, Arizona (the "City"), on November 3, 2020 (the "Election"), there was submitted to the qualified electors thereof, among others, the following question:

PROPOSITION 435

PURPOSE: PARKS AND RECREATION

Shall the City of Tolleson, Arizona (the "City"), be authorized to incur indebtedness in the total principal amount of not to exceed $21,000,000 by the issuance and sale of bonds of the City for the purpose of providing funds for parks and recreation projects, including the costs to design, engineer, acquire, improve, construct, reconstruct, equip, furnish, and expand an aquatic center, and other City parks, including, but not limited to, land for a future parks, fields, courts, playgrounds, parking, walking paths, landscaping, ramadas, restrooms and all necessary and related facilities and equipment, and any and all appurtenances related thereto or land therefor by purchase or any other method of acquisition, and to pay all costs incidental to any of the foregoing and to the sale and issuance of such bonds or any series thereof, to be issued as general obligation bonds of the City, payable from secondary (ad valorem) property taxes levied upon all of the taxable property in the City, to mature not more than 25 years from their date and to bear interest at a rate of not to exceed 8% per annum?

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

A "YES" vote shall authorize the governing body of the City to issue and sell $21,000,000 of general obligation bonds of the City to be repaid with secondary property taxes.

A "NO" vote shall not authorize the governing body of the City to issue and sell such bonds of the City.

BOND APPROVAL, YES ☐
BOND APPROVAL, NO ☐

; and

WHEREAS, the returns of the Election were duly canvassed by the Mayor and Council of the City (the "Council") and a certificate disclosing the purpose of the Election, the total number of votes cast thereat, the total number of votes for and against the issuance of the bonds, and stating that the creation of the indebtedness by the issuance of the bonds in accordance with the question approved by the qualified electors of the City was ordered has been filed and recorded in the office of the County Recorder of Maricopa County, Arizona; and

WHEREAS, a majority of the qualified electors of the City, voting at the Election voted "Bond Approval, Yes," in answer to such question submitted; and

WHEREAS, the Council has determined to sell and issue all or a portion of the authorized amount of such bonds (the "Bonds") as general obligation bonds for the purposes granted at the Election; and

WHEREAS, the Council has received a proposal from Stifel Nicolaus & Company, Inc. ("Stifel"), serving in the capacity of and designated as the underwriter (the "Underwriter"), and not acting as a municipal advisor as defined in the Registration of Municipal Advisors Rule of the Securities and Exchange Commission, and has determined that the Bonds should be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the Authorized Representatives (as defined herein); and

WHEREAS, all things required to be done preliminary to the authorization, sale and issuance of the Bonds have been duly done and performed in the manner required by law, and the Council is now empowered to proceed with the sale and issuance of the Bonds;

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

Section 1. Authorization and Terms.

(a) (1) The Bonds, to provide funds for the purposes set forth in the above-mentioned form of ballot question submitted to the qualified electors of the City at the Election, are hereby authorized to be sold and issued as a series of bonds of the City to be designated "City of Tolleson, Arizona General Obligation Bonds, Series 2025" in accordance with this Resolution and applicable law.

(2) The Bonds will constitute a series of bonds of a total authorized amount of not to exceed $21,000,000 principal amount of bonds of the City approved by the qualified electors of the City at the Election and are authorized by the provisions of Title 35, Chapter 3, Article 3, Arizona Revised Statutes.

(3) The proceeds from the sale of the Bonds shall be credited against the total principal amount of bonds and the specific amount of bonds so authorized by the qualified electors of the City at the Election and for the purpose and project as set forth in the question on the official form of ballot and the proceeds of the Bonds shall be applied to the purpose and project as determined by the Authorized Representatives on behalf of the City.

(b) The Manager, the Chief Financial Officer of the City or the designees of either of them (collectively, the "Authorized Representatives") are hereby authorized and directed to determine on behalf of the City: (1) the dated date and total principal amount of the Bonds (but not to exceed $21,000,000 in aggregate principal amount); (2) the final principal and maturity of the Bonds (but none of the Bonds to mature later than July 1, 2045); (3) the interest rates with respect to the Bonds and the dates for payment of such interest (the "interest payment dates"); (4) the provisions for redemption in advance of maturity of the Bonds; (5) the sales date, sales price and other sales terms of the Bonds (including underwriter's compensation, original issue discount and original issue premium); and (7) the provision for credit enhancement, if any, for the Bonds; provided, however, that such determinations must result in a yield for federal income tax purposes with respect to the Bonds of not to exceed five percent (5%) per annum.

(c) (1) The Bonds shall be dated the date of their initial authentication and delivery and issued in the denomination of $5,000 of principal amount each or integral multiples thereof and only in fully registered form.

(2) The principal of and premium, if any, on the Bonds shall be payable at maturity or prior redemption upon presentation and surrender thereof at the designated corporate trust office of the Bond Registrar and Paying Agent (as defined herein).

(3) The Bonds shall bear interest at their respective rates from their date to the maturity or prior redemption of each Bond, payable commencing on the first interest payment date. Interest on the Bonds shall be payable by check, dated as of the interest payment date, mailed to the registered owners thereof and at the addresses appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the fifteenth (15th) day of the month next preceding that interest payment date (the "regular record date"). Any such interest on a Bond which is not timely paid or duly provided for shall cease to be payable to the registered owner thereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner thereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owners of Bonds not less than ten (10) days prior thereto.

(4) The principal of and premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America. Notwithstanding anything to the contrary herein and as may be set forth in the definitive form of the Bonds, the principal of and

premium, if any, and interest on the Bonds may be paid by wire transfer in immediately available funds if satisfactory arrangements are made.

Section 2. Prior Redemption of the Bonds.

(a) Notice of redemption of any Bond shall be mailed by first class mail, postage prepaid, not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of the Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any Bond for which notice was properly given. Such notice may provide that the redemption is conditional upon moneys for payment of the redemption price being held in separate accounts by the Bond Registrar and Paying Agent.

(b) On the date designated for redemption by notice given as herein provided, the Bonds or portions thereof to be redeemed shall become and be due and payable at the redemption price for such Bonds or such portions thereof on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Bond Registrar and Paying Agent, interest on such Bonds or such portions thereof shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security hereunder, the registered owners of such Bonds or such portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest thereon and such Bonds or such portions thereof shall be deemed paid and no longer outstanding.

(c) The City may redeem any amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the registered owner shall submit the Bond for partial redemption and the Bond Registrar and Paying Agent shall make such partial payment and shall cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

Section 3. Security; Defeasance.

(a) After the Bonds are issued, the Council shall enter on its minutes a record of the Bonds sold and their numbers and dates. For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected. The tax shall be extended and collected for the City, and the officials of the City and Maricopa County, Arizona, charged with the annual extension and collection of taxes, without further instructions from the Council, shall extend and collect the tax upon issuance of the Bonds. All moneys collected through such tax shall be paid into the treasury of the City, to the credit of a "Debt Service Fund" of the City for the Bonds, from which fund the Bonds shall be payable, which tax moneys shall be held in subfunds to be known as the "Interest Fund" and the "Redemption Fund," which funds shall be kept separate and apart from and not commingled with any other funds or moneys and which shall be used solely for, respectively, payment of interest on and principal of, and premium, if any, on the Bonds.

(b) Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("Defeasance Obligations") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Bond Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal of the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 4. Use of Proceeds. Proceeds of the sale of the Bonds shall be deposited in the treasury of the City to the credit of the "Aquatic Center Construction Fund" in the amount determined as provided in Section 1(a)(3) hereof, to be used solely for the purposes specified in the aforementioned ballot question submitted to the qualified electors of the City at the Election; provided, however, that (i) such proceeds may be invested in the manner and under the circumstances allowed by law, and (ii) any moneys remaining after such purposes shall have been accomplished shall be transferred to the applicable "Interest Fund" and "Redemption Fund" for the Bonds in the same fashion as taxes.

Section 5. Form of Bonds.

(a) The Bonds (including the form of certificate of authentication and form of assignment therefor) shall be in substantially the form set forth in the Exhibits attached hereto. There may be such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the Bonds in such form. Execution thereof by such officers shall constitute conclusive evidence of such approval.

(b) The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of authentication and registration of each Bond.

(c) The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Council and approval of a nationally recognized bond counsel to the City ("Bond Counsel").

Section 6. Execution and Delivery of Bonds.

(a) The Bonds shall be executed for and on behalf of the City by the Mayor of the City and attested by the Clerk of the City. Such signatures may be by mechanical reproduction; however, such officers shall manually sign a certificate adopting as and for such signatures on the Bonds the respective mechanically reproduced signatures affixed to the Bonds.

(b) If an officer whose signature is on a Bond no longer holds that office at the time such Bond is authenticated and registered, the Bond shall nevertheless be valid and binding so long as such Bond would otherwise be valid and binding.

(c) A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Bond Registrar and Paying Agent. The signature of the authorized representative of the Bond Registrar and Paying Agent shall be conclusive evidence that the Bond has been authenticated and issued pursuant to this Resolution.

Section 7. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond of like type, date, maturity date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner paying the reasonable expenses and charges of the City in connection therewith and, in the case of a Bond destroyed or lost, filing with the Bond Registrar and Paying Agent by the registered owner evidence satisfactory to the Bond Registrar and Paying Agent that such Bond was destroyed or lost, and furnishing the Bond Registrar and Paying Agent with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

Section 8. Acceptance of Proposal.

(a) Subject to the discretion delegated by Section 1(b) hereof, the Authorized Representatives are hereby authorized to accept a proposal of the Underwriter for the purchase of the Bonds which satisfies the terms and conditions of this Resolution on behalf of the Council, and the Bonds are hereby ordered to be sold to the Underwriter in accordance with the terms of the Bond Purchase Agreement presented to the Council at the meeting at which this Resolution was adopted (the "Purchase Agreement") and which is hereby approved. The Authorized Representatives are hereby authorized to execute and deliver the Purchase Agreement, for and on behalf of the Council, in a final form satisfactory to the Authorized Representatives, and such execution and delivery by the Authorized Representatives shall indicate the approval thereof on behalf of the Council by the Authorized Representatives.

(b) The Authorized Representatives are hereby requested to cause the Bonds to be delivered to the Underwriter upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the sale provided in the Purchase Agreement.

Section 9. Official Statement and Continuing Disclosure.

(a) (1) The preparation, distribution and use of a preliminary official statement relating to the Bonds (the "Preliminary Official Statement") in substantially the form presented to the Council at the meeting at which this Resolution was adopted is in all respects hereby ratified, approved and confirmed, and the Authorized Representatives are hereby authorized to certify or otherwise represent that the Preliminary Official Statement, in original or revised form, is a "deemed final" official statement (except for permitted omissions) of the City as of a particular date for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) The Underwriter is authorized to prepare or cause to be prepared, and the Authorized Representatives are authorized and directed to approve, on behalf of the Council, and to execute and deliver, a final Official Statement in substantially the form of the Preliminary Official Statement, modified to reflect matters related to the sale of the Bonds, for distribution and use in connection with the offering and sale of the Bonds. The execution and delivery of such final Official Statement by any of the Authorized Representatives shall be conclusively deemed to evidence the approval of the status, form and contents thereof by the Council.

(b) Subject to annual appropriation to cover the costs of compliance therewith, the City shall comply with and carry out all of the provisions of a Continuing Disclosure Undertaking, to be dated the date of issuance of the Bonds (the "Undertaking"), with respect to the Bonds, which any of the Authorized Representatives are hereby authorized, for and on behalf of the Council, to execute, and the Clerk of the City is hereby authorized to attest and deliver, in substantially the form submitted to the Council at the meeting at which this Resolution was adopted, with such additions, deletions and modifications as shall be approved by the Authorized Representatives, and such execution and delivery shall constitute evidence of the approval of the Authorized Representatives of any departures from the form submitted to the Council at the time of adoption of this Resolution. Notwithstanding any other provision of this Resolution, failure of the City (if obligated pursuant to the Undertaking) to comply with the Undertaking shall not be considered an event of default; however, any beneficial owner (i.e., any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes) may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 10. Bond Registrar and Paying Agent.

(a) The Authorized Representatives are hereby authorized to appoint the initial authenticating agent, bond registrar, transfer agent and paying agent with respect to the Bonds (the "Bond Registrar and Paying Agent"), and a standard form contract therewith covering such services, with such additions, deletions and modifications as shall be approved by the Authorized Representatives, is hereby approved, and any of the Authorized Representatives are hereby authorized to execute, and the Clerk of the City is hereby authorized to attest and deliver, such contract. The Bond Registrar and Paying Agent shall maintain the books of the City for the registration of ownership of each Bond.

(b) A Bond may be transferred on the registration books upon delivery and surrender of the Bond to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of the Bond to be transferred or the attorney-in-fact or legal representative thereof, containing written instructions as to the details of the transfer of such Bond. No transfer of any Bond shall be effective until entered on the registration books.

(c) In all cases upon the transfer of a Bond, the Bond Registrar and Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same type and of the authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Section.

(d) All costs and expenses of initial registration and payment of the Bonds shall be borne by the City, but the City and the Bond Registrar and Paying Agent shall charge the registered owner of such Bond for every subsequent transfer of a Bond including an amount sufficient to reimburse them for any transfer fee, tax or other governmental charge required to be paid with respect to such transfer and may require that such charge including for such transfer fee, tax or other governmental charge be paid before any such new Bond shall be delivered.

(e) The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

(f) The Bonds shall be subject to a Book-Entry System (as defined herein) of ownership and transfer, except as provided in subsection (3) of this subsection. The general provisions for effecting the Book-Entry System are as follows:

(1) The City hereby designates The Depository Trust Company, New York, New York, as the initial Depository (as defined herein) hereunder.

(2) Notwithstanding the provisions of this Section or of the Bonds to the contrary and so long as the Bonds are subject to a Book-Entry System, the Bonds shall initially be evidenced by one typewritten certificate for each maturity in an amount equal to the aggregate principal amount thereof. The Bonds so initially delivered shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company. The Bonds may not thereafter be transferred or exchanged on the registration books of the City maintained by the Bond Registrar and Paying Agent except:

i. to any successor Depository designated pursuant to subsection (3) of this subsection;

ii. to any successor nominee designated by a Depository; or

iii. if the City shall elect to discontinue the Book-Entry System pursuant to subsection (3) of this subsection, the City shall cause the Bond Registrar and Paying Agent to authenticate and deliver replacement Bonds in fully registered form in authorized denominations in the names of the Beneficial Owners (as defined herein) or their nominees, as certified by the Depository, at the expense of the City; thereafter the other applicable provisions of this Resolution regarding registration, transfer and exchange of the Bonds shall apply.

(3) The Bond Registrar and Paying Agent, pursuant to a request from the City for the removal or replacement of the Depository, and upon thirty (30) days' notice to the Depository, may remove or replace the Depository. The Bond Registrar and Paying Agent shall remove or replace the Depository at any time pursuant to the request of the City. The Depository may determine not to continue to act as Depository for the Bonds upon thirty (30) days' written notice to the City and the Bond Registrar and Paying Agent. If the use of the Book-Entry System is discontinued, then after the Bond Registrar and Paying Agent has made provision for notification of the Beneficial Owners of their book entry interests in the Bonds by appropriate notice to the then Depository, the City and the Bond Registrar and Paying Agent shall permit withdrawal of the Bonds from the Depository and authenticate and deliver the Bond certificates in fully registered form and in denominations authorized by this Section to the assignees of the Depository or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bond certificates) of the City.

(4) So long as the Book-Entry System is used for the Bonds, the City and the Bond Registrar and Paying Agent shall give any notice of redemption, or any other notices required to be given to registered owners of Bonds only to the Depository or its nominee registered as the owner thereof. Any failure of the Depository to advise any of its participants, or of any participant to notify the Beneficial Owner, of any such notice and its content or effect shall not affect the validity of the redemption of the Bonds to be redeemed or of any other action premised on such notice. Neither the City nor the Bond Registrar and Paying Agent shall be responsible or liable for the failure of the Depository or any participant thereof to make any

payment or give any notice to a Beneficial Owner in respect of the Bonds or any error or delay relating thereto.

(5) Notwithstanding any other provision of this Section or Section 2(b) hereof or of the Bonds to the contrary, so long as the Bonds are subject to a Book-Entry System, it shall not be necessary for the registered owner to present the applicable Bond for payment of mandatory redemption installments, if any. The mandatory redemption installments may be noted on books kept by the Bond Registrar and Paying Agent and the Depository for such purpose, and the Bonds shall be tendered to the Bond Registrar and Paying Agent at their maturity.

(6) For purposes of this Section, “Beneficial Owners” shall mean actual purchasers of the Bonds whose ownership interest is evidenced only in the Book-Entry System maintained by the Depository, “Book-Entry System” shall mean a system for clearing and settlement of securities transactions among participants of a Depository (and other parties having custodial relationships with such participants) through electronic or manual book-entry changes in accounts of such participants maintained by the Depository hereunder for recording ownership of the Bonds by Beneficial Owners and transfers of ownership interests in the Bonds, and “Depository” shall mean The Depository Trust Company, New York, New York or any successor depository designated pursuant to this Section.

Section 11. General Federal Tax Law Covenants.

(a) (1) As will be provided in greater detail in the Certificate Relating To Federal Tax Matters to be delivered upon the initial delivery of the Bonds (the “Tax Certificate”), the City shall not make or direct the making of any investment or other use of the proceeds of any Bonds which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Internal Revenue Code of 1986, as amended (the “Code”), or “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and shall comply with the requirements of the Code sections and the regulations promulgated thereunder (the “Regulations”) throughout the term of the Bonds. In consideration of the purchase and acceptance of the Bonds by such holders from time to time and of retaining such exclusion and as authorized by Title 35, Chapter 3, Article 7, Arizona Revised Statutes, the Council covenants, and the appropriate officials of the City are hereby directed, to take all action required to maintain such exclusion or to refrain from taking any action prohibited by the Code which would adversely affect in any respect such exclusion.

(2) The City shall be the owner of the facilities financed with the proceeds of the sale of the Bonds (the “Facilities”) for federal income tax purposes. Except as otherwise advised in a Bond Counsel’s Opinion (as defined herein), the City shall not enter into (i) any management or service contract with any entity other than a governmental entity for the operation of any portion of the Facilities unless the management or service contract complies with the requirements of the Code, the Regulations and any applicable interpretive guidance with respect thereto as may control at the time, or (ii) any lease or other arrangement with any entity

other than a governmental entity that gives such entity special legal entitlements with respect to any portion of the Facilities. Also, the payment of principal and interest with respect to the Bonds shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Bonds, or amounts treated as proceeds of the Bonds, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Bonds are being issued, (ii) may be so used in making investments of a bona fide debt service fund or (iii) may be invested in obligations issued by the United States Treasury.

(3) The procedures and covenants contained in any arbitrage rebate provision or separate agreement executed in connection with the issuance of the Bonds (initially Section 12 hereof) shall be complied with for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(b) (1) The City shall take all necessary and desirable steps, as determined by the Council, to comply with the requirements hereunder in order to ensure that interest on the Bonds is excluded from gross income for federal income tax purposes under the Code; provided, however, compliance with any such requirement shall not be required in the event the City receives a Bond Counsel's Opinion that either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Bonds, or (ii) compliance with some other requirement will meet the requirements of the Code. In the event the City receives such a Bond Counsel's Opinion, this Resolution shall be amended to conform to the requirements set forth in such opinion.

(2) If for any reason any requirement hereunder is not complied with, the Council shall take all necessary and desirable steps, as determined by the City, to correct such noncompliance within a reasonable period of time after such noncompliance is discovered or should have been discovered with the exercise of reasonable diligence and the City shall pay any required interest or penalty under Regulations Section 1.148-3(h).

(c) The City has adopted post-issuance tax compliance procedures, with which the City shall comply.

Section 12. Arbitrage Rebate Covenants.

(a) Terms not otherwise defined in Subsection (b) hereof shall have the meanings given to them in the Tax Certificate.

(b) The following terms shall have the following meanings:

"Bond Counsel's Opinion" shall mean an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the City.

"Bond Year" shall mean each one-year period beginning on the day after the expiration of the preceding Bond Year. The first Bond Year shall begin on the date of issue of the Bonds and shall end on the date selected by the City, provided that the first Bond Year shall not exceed one calendar year. The last Bond Year shall end on the date of retirement of the last Bond.

"Bond Yield" is as indicated in the Tax Certificate. Bond Yield shall be recomputed if required by Regulations Section 1.148-4(b)(4) or 4(h)(3). Bond Yield shall mean the discount rate that produces a present value equal to the Issue Price of all unconditionally payable payments of principal, interest and fees for qualified guarantees within the meaning of Regulations Section 1.148-4(f) and amounts reasonably expected to be paid as fees for qualified guarantees in connection with the Bonds as determined under Regulations Section 1.148-4(b). The present value of all such payments shall be computed as of the date of issue of the Bonds and using semiannual compounding on the basis of a 360-day year.

"Gross Proceeds" shall mean:

(i) any amounts actually or constructively received by the City from the sale of the Bonds but excluding amounts used to pay accrued interest on the Bonds within one year of the date of issuance of the Bonds;

(ii) transferred proceeds of the Bonds under Regulations Section 1.148-9;

(iii) any amounts actually or constructively received from investing amounts described in (i), (ii) or this (iii); and

(iv) replacement proceeds of the Bonds within the meaning of Regulations Section 1.148-1(c). Replacement proceeds include amounts reasonably expected to be used directly or indirectly to pay debt service on the Bonds, pledged amounts where there is reasonable assurance that such amounts will be available to pay principal or interest on the Bonds in the event the City encounters financial difficulties and other replacement proceeds within the meaning of Regulations Section 1.148-1(c)(4). Whether an amount is Gross Proceeds is determined without regard to whether the amount is held in any fund or account.

"Investment Property" shall mean any security, obligation (other than a tax-exempt bond within the meaning of Code Section 148(b)(3)(A)), annuity contract or investment-type property within the meaning of Regulations Section 1.148-1(b).

"Issue Price" is as indicated in the Tax Certificate and shall be determined as provided in Regulations Section 1.148-1(b).

"Nonpurpose Investment" shall mean any Investment Property acquired with Gross Proceeds, and which is not acquired to carry out the governmental purposes of the Bonds.

"Payment" shall mean any payment within the meaning of Regulations Section 1.148-3(d)(1) with respect to a Nonpurpose Investment.

"Rebate Requirement" shall mean at any time the excess of the future value of all Receipts over the future value of all Payments. For purposes of calculating the Rebate Requirement the Bond Yield shall be used to determine the future value of Receipts and Payments in accordance with Regulations Section 1.148-3(c). The Rebate Requirement is zero for any Nonpurpose Investment meeting the requirements of a rebate exception under Section 148(f)(4) of the Code or Regulations Section 1.148-7.

"Receipt" shall mean any receipt within the meaning of Regulations Section 1.148-3(d)(2) with respect to a Nonpurpose Investment.

"Regulations" shall mean Sections 1.148-1 through 1.148-11 and Section 1.150-1 of the regulations of the United States Department of the Treasury promulgated under the Code, including and any amendments thereto or successor regulations.

(c) The City shall cause the Rebate Requirement to be calculated and shall pay to the United States of America:

(1) not later than 60 days after the end of the fifth Bond Year and every fifth Bond Year thereafter, an amount which, when added to the future value of all previous rebate payments with respect to the Bonds (determined as of such Computation Date), is equal to at least 90% of the sum of the Rebate Requirement (determined as of the last day of such Bond Year) plus the future value of all previous rebate payments with respect to the Bonds (determined as of the last day of such Bond Year); and

(2) not later than 60 days after the retirement of the last Bond, an amount equal to 100% of the Rebate Requirement (determined as of the date of retirement of the last Bond).

Each payment required to be made under this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date such payment is due, and shall be accompanied by IRS Form 8038-T.

(d) No Nonpurpose Investment shall be acquired for an amount in excess of its fair market value. No Nonpurpose Investment shall be sold or otherwise disposed of for an amount less than its fair market value.

(e) For purposes of Subsection (d), whether a Nonpurpose Investment has been purchased or sold or disposed of for its fair market value shall be determined as follows:

(1) The fair market value of a Nonpurpose Investment generally shall be the price at which a willing buyer would purchase the Nonpurpose Investment from a willing seller in a bona fide arm's length transaction. Fair market value shall be determined on the date on which a contract to purchase or sell the Nonpurpose Investment becomes binding.

(2) Except as provided in Subsection (f) or (g), a Nonpurpose Investment that is not of a type traded on an established securities market, within the meaning of Code Section 1273, is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(3) If a United States Treasury obligation is acquired directly from or sold or disposed of directly to the United States Treasury, such acquisition or sale or disposition shall be treated as establishing the fair market value of the obligation.

(f) The purchase price of a certificate of deposit that has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal is considered to be its fair market value if the yield on the certificate of deposit is not less than:

(1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(g) A guaranteed investment contract shall be considered acquired and disposed of for an amount equal to its fair market value if:

(1) A bona fide solicitation in writing for a specified guaranteed investment contract, including all material terms, is timely forwarded to all potential providers. The solicitation must include a statement that the submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the City or any other person for purposes of satisfying the requirements in the Regulations that the City receive bids from at least one reasonably competitive provider and at least three providers that do not have a material financial interest in the Bonds.

(2) All potential providers have an equal opportunity to bid, with no potential provider having the opportunity to review other bids before providing a bid.

(3) At least three reasonably competitive providers (i.e. having an established industry reputation as a competitive provider of the type of investments being purchased) are solicited for bids. At least three bids must be received from providers that have no material

financial interest in the Bonds (e.g., a lead underwriter within 15 days of the issue date of the Bonds or a financial advisor with respect to the investment) and at least one of such three bids must be from a reasonably competitive provider. If the City uses an agent to conduct the bidding, the agent may not bid.

(4) The highest-yielding guaranteed investment contract for which a qualifying bid is made (determined net of broker's fees) is purchased.

(5) The determination of the terms of the guaranteed investment contract takes into account as a significant factor the reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) The terms for the guaranteed investment contract are commercially reasonable (i.e. have a legitimate business purpose other than to increase the purchase price or reduce the yield of the guaranteed investment contract).

(7) The provider of the investment contract certifies the administrative costs (as defined in Regulations Section 1.148-5(e)) that it pays (or expects to pay) to third parties in connection with the guaranteed investment contract.

(8) The City retains until three years after the last outstanding Bond is retired, (i) a copy of the guaranteed investment contract, (ii) a receipt or other record of the amount actually paid for the guaranteed investment contract, including any administrative costs paid by the City and a copy of the provider's certification described in (7) above, (iii) the name of the person and entity submitting each bid, the time and date of the bid, and the bid results and (iv) the bid solicitation form and, if the terms of the guaranteed investment contract deviates from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose of the deviation.

(h) The employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code is hereby authorized.

Section 13. Resolution a Contract; Severability; Ratification of Actions.

(a) This Resolution shall constitute a contract between the City and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof, and authorized the issuance of the Bonds pursuant hereto, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable.

(c) All actions of the officers, employees and agents of the City including the Council which conform to the purposes and intent of this Resolution and which further the sale and issuance of the Bonds as contemplated by this Resolution, including retention of consultants and counsel necessary to carry out the purposes of this Resolution whether taken before or after adoption of this Resolution, are hereby ratified, confirmed and approved,. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Resolution.

(d) All acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

(e) All formal actions of the Council concerning and relating to the passage of this Resolution were taken in an open meeting of the Council, and all deliberations of the Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 25th day of March, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ____________________________________
Justin Pierce, City Attorney

EXHIBIT 1

[FORM OF BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.*

REGISTERED	REGISTERED
NO.	$......................

UNITED STATES OF AMERICA
STATE OF ARIZONA

CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION BOND,
SERIES 2025

Interest Rate:	Maturity Date:	Dated:	CUSIP:
.................%	July 1, ...	..................., 2025	889498 ....

REGISTERED OWNER: CEDE & CO.*

PRINCIPAL AMOUNT: .... DOLLARS

THE CITY OF TOLLESON, ARIZONA, a body politic and corporate, duly incorporated and existing pursuant to the laws of the State of Arizona (the "City"), for value received, hereby promises to pay to the aforesaid registered owner, or registered assigns, the aforesaid principal amount on the aforesaid maturity date unless earlier redeemed and then on the applicable redemption date, and to pay interest on the principal amount from the date this Bond is dated, at the aforesaid interest rate (computed on the basis of a 360-day year of twelve 30-day months) on each January 1 and July 1 (each an "interest payment date"), commencing ...., ..., to its maturity or its redemption prior to maturity. The principal of and

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* Insert only while The Depository Trust Company, New York, New York, is the Securities Depository.

premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated corporate trust office of ...., as the "Bond Registrar and Paying Agent." Interest on this Bond is payable by check, dated as of the interest payment date, mailed to the registered owner hereof and at the address appearing on the registration books maintained by the Bond Registrar and Paying Agent at the close of business on the 15th day of the month next preceding that interest payment date (the "regular record date"). Any such interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar and Paying Agent whenever moneys become available for payment of the overdue interest, and notice of the special record date shall be given to the registered owner of this Bond not less than 10 days prior thereto.

The principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America, on the respective dates when principal and interest become due.

This Bond is one of a series of bonds (the "Bonds") indicated above in the aggregate principal amount of $.........,000 of like tenor except as to amount, maturity date, rate of interest and number. The Bonds represent an aggregate voted amount of $21,000,000 principal amount approved at a special bond election duly called and held in and for the City on November 3, 2020. The Bonds are being issued by the City pursuant to a resolution of the Mayor and Council of the City, duly adopted prior to the issuance hereof, all of the terms of which are hereby incorporated herein (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the sale and issuance of general obligation bonds of municipalities and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the purpose of paying the principal of, interest on and costs of administration of the registration and payment of this Bond, there shall be levied on all taxable property in the City a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on this Bond as the same become due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes of the City are levied, assessed and collected.

The Bonds maturing before and on July 1, ..., are not subject to redemption prior to maturity. The Bonds maturing on and after July 1, ..., are subject to redemption prior to maturity, in whole or in part, on July 1, ..., or any date thereafter, by the payment of a redemption price equal to the principal amount of each such Bond redeemed plus interest accrued to the date fixed for redemption plus a premium (calculated as a percentage of the principal amount of such Bonds to be redeemed) to be computed as follows:

Redemption Dates	Premium
July 1, ..., and January 1, ...	....%
July 1, ..., and January 1, ...	....
July 1, ..., and thereafter	0.0

The Bonds maturing on July 1, ..., shall be redeemed prior to maturity on July 1, in the years and amounts set forth below, by payment of the principal amount of each Bond to be redeemed plus interest accrued to the date fixed for redemption, but without a premium:

Year	Amount
	$

A remaining principal amount of $.....,000 of Bonds maturing on July 1, ..., shall mature on July 1, ...

Not more than seventy-five (75) nor less than sixty (60) days prior to the mandatory redemption date for the Bonds maturing on July 1, ..., the Bond Registrar and Paying Agent shall proceed to select for redemption (by lot in such manner as the Bond Registrar and Paying Agent may determine) from all the Bonds maturing on July 1, ..., outstanding a principal amount of the Bonds maturing on July 1, ..., equal to the aggregate principal amount of the Bonds maturing on July 1, ..., to be redeemed and shall redeem such Bonds maturing on July 1, ..., on the next July 1 and give notice of such redemption.

Notice of redemption of any such Bond will be mailed not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of such Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to properly give such notice of redemption shall not affect the redemption of any such Bond for which notice was properly given.

The Bond Registrar and Paying Agent shall maintain the registration books of the City for the registration of ownership of each Bond as provided in the Resolution. (The Bond Registrar and Paying Agent may be changed without notice or consent.)

This Bond may be transferred on the registration books upon delivery and surrender hereof to the Bond Registrar and Paying Agent at its designated corporate trust office, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar and Paying Agent, duly executed by the registered owner of this Bond or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Bond shall be effective until entered on the registration books.

In all cases upon the transfer of this Bond, the Bond Registrar and Paying Agent shall transfer the ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of authorized denominations (except that no Bond shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Resolution. The City and the Bond Registrar and Paying Agent shall charge the owner of such Bond for every transfer of a Bond, including an amount sufficient to reimburse them for any transfer fee, tax or other charge required to be paid with respect to such transfer and may require that such charge, including such transfer fee, tax or other charge be paid before any such new Bond shall be delivered.

The City and the Bond Registrar and Paying Agent shall not be required to issue or transfer any Bonds during a period beginning with the opening of business on any regular record date and ending with the close of business on the corresponding interest payment date.

This Bond shall not be entitled to any security or benefit under the Resolution or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar and Paying Agent.

Pursuant to the Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States government ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Resolution or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

It is hereby certified, recited and declared (i) that all conditions, acts and things required by the Constitution and laws of the State of Arizona to happen, to be done, to exist and to be performed precedent to and in the issuance of this Bond and of the series of which it is one, have happened, have been done, do exist and have been performed in regular and due form and time as required by law, (ii) that the obligation evidenced by the series of Bonds of which this is one, together with all other existing indebtedness of the City, does not exceed any applicable constitutional or statutory limitation, and (iii) that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon taxable property within the City, over and above all other taxes authorized or limited by law, sufficient to pay the principal hereof and the interest hereon as each becomes due.

IN WITNESS WHEREOF, THE CITY OF TOLLESON, ARIZONA, has caused this Bond to be executed in the name of the City by the facsimile signature of the Mayor of the City and such signature of the Mayor of the City to be attested by the facsimile signature of the Clerk of the City.

CITY OF TOLLESON, ARIZONA

____
Juan F. Rodriguez, Mayor

ATTEST: ____________________________________
Crystal Zamora, City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution and is one of the City of Tolleson, Arizona General Obligation Bonds, Series 2025.

Date of Authentication: ....

....,
as Bond Registrar and Paying Agent

By...
Authorized Representative

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto .... the within Bond and irrevocably constitutes and appoints .... attorney to transfer this Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ....
Signature

Signature Guaranteed:

....
[Insert proper legend] Signature

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - .... (Cust) Custodian .... (Minor)

under Uniform Gifts/Transfers to Minors Act .... (State)

Additional abbreviations may also be used though not included in the above list

ALL FEES AND COSTS OF TRANSFER
SHALL BE PAID BY THE TRANSFEROR

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2597 was duly passed and adopted by the Mayor and the Council of the City of Tolleson, Arizona, at a regular meeting held on the 25th day of March 2025, and the vote was .... ayes and .... nays and that the Mayor and .... Councilmembers were present thereat.

....
Crystal Zamora, City Clerk, City of Tolleson, Arizona

PRELIMINARY OFFICIAL STATEMENT DATED APRIL __, 2025

NEW ISSUE – BOOK-ENTRY-ONLY **RATINGS: See "RATINGS" herein.**

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications and the continuing compliance with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Bonds (i) is excludable from gross income for federal income tax purposes and (ii) is exempt from income taxation under the laws of the State of Arizona. Further, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. See "TAX EXEMPTION" herein for a description of certain other federal tax consequences of ownership of the Bonds.

DRAFT II
3-17-25

$21,000,000*
CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2025

Dated: Date of Initial Authentication and Delivery *Due:* July 1, as shown on the inside front cover page

The General Obligation Bonds, Series 2025 (the "Bonds") of the City of Tolleson, Arizona (the "City"), will be issued in the form of fully-registered bonds, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Beneficial ownership interests in the Bonds may be purchased in amounts of $5,000 of principal due on a specific maturity date or integral multiples thereof. The Bonds will mature on the dates and in the principal amounts and will bear interest from their date of delivery to their maturity or prior redemption as set forth on the inside front cover page. Interest on the Bonds will accrue from the date of initial authentication and delivery and will be payable semiannually on January 1 and July 1 of each year commencing on July 1, 2025*, until maturity or prior redemption.

The Bonds are being issued for the purpose of (i) financing the Project (as defined herein) and (ii) paying costs relating to the issuance of the Bonds.

SEE MATURITY SCHEDULE ON INSIDE FRONT COVER PAGE

The City will initially utilize DTC's "book-entry-only system," although the City and DTC each reserve the right to discontinue the book-entry-only system at any time. Utilization of the book-entry-only system will affect the method and timing of payment of principal of and interest on the Bonds and the method of transfer of the Bonds. So long as the book-entry-only system is in effect, a single fully-registered Bond, for each maturity of the Bonds, will be registered in the name of Cede & Co., as nominee of DTC, on the registration books maintained by [BR&PA], the initial bond registrar and paying agent for the Bonds. DTC will be responsible for distributing the principal and interest payments to its direct and indirect participants who will, in turn, be responsible for distribution to the beneficial owners of the Bonds (the "Beneficial Owners"). So long as the book-entry-only system is in effect and Cede & Co. is the registered owner of the Bonds, all references herein (except under the heading "TAX EXEMPTION") to owners of the Bonds will refer to Cede & Co. and not the Beneficial Owners. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM" herein.

The Bonds will be subject to optional redemption prior to their stated maturity dates as described under the heading "THE BONDS – Redemption Provisions" herein*.

The Bonds will be payable as to both principal and interest from a continuing, direct, annual, ad valorem tax to be levied against all of the taxable property located within the boundaries of the City as more fully described herein. The Bonds will be payable from such tax without limit as to rate or amount. See "SECURITY AND SOURCES OF PAYMENT OF THE BONDS" herein.

The Bonds will be offered when, as and if issued by the City and received by the underwriter identified below (the "Underwriter"), subject to the legal opinion of Greenberg Traurig, LLP, Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will be passed on for the Underwriter by Ballard Spahr LLP, Phoenix, Arizona. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about April __, 2025*.

This cover page contains certain information with respect to the Bonds for convenience of reference only. It is not a summary of the issue of which the Bonds are a part. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision with respect to the Bonds.

STIFEL

* *Subject to change.*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

$21,000,000*
CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2025

MATURITY SCHEDULE*

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No. 889498
2025	$1,585,000	%	%	
2026	875,000			
2027	915,000			
2028	955,000			
2029	995,000			
2030	755,000			
2031	790,000			
2032	825,000			
2033	860,000			
2034	900,000			
2035	940,000			
2036	980,000			
2037	1,025,000			
2038	1,075,000			
2039	1,120,000			
2040	1,170,000			
2041	1,225,000			
2042	1,280,000			
2043	1,335,000			
2044	1,395,000			

* *Subject to change.*

(1) *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2025 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Bond Counsel, the Underwriter or their agents or counsel assumes responsibility for the accuracy of such numbers.*

CITY OF TOLLESON, ARIZONA

CITY COUNCIL

Juan F. Rodriguez, *Mayor*

Jimmy Davis, *Vice Mayor*

Christine Chavira, *Council Member*

Clorinda Erives, *Council Member*

Adolfo Gamez, *Council Member*

Linda Laborin, *Council Member*

Cruzita Mendoza, *Council Member*

CITY ADMINISTRATIVE OFFICIALS

Reyes Medrano Jr., *City Manager*

Pilar Sinawi, *Deputy City Manager*

Wendy Jackson, *Deputy City Manager*

Kevin Artz, *Chief Financial Officer*

Joseph Wagner-Corona, *Assistant Finance Director*

Dora Hu, *Finance Manager*

BOND COUNSEL

Greenberg Traurig, LLP
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

[BR&PA]
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City of Tolleson, Arizona (the "City"), or Stifel, Nicolaus & Company, Incorporated (the "Underwriter") to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be any sale of the City's General Obligation Bonds, Series 2025 (the "Bonds") by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth in this Official Statement, which includes the cover page, inside front cover page and appendices hereto, has been obtained from the City, the Arizona Department of Revenue, the Assessor, Office of Budget and Finance and Treasurer of Maricopa County, Arizona, and other sources that are considered to be accurate and reliable and customarily relied upon in the preparation of similar official statements, but such information has not been independently confirmed or verified by the City or the Underwriter, is not guaranteed as to accuracy or completeness, and is not to be construed as the promise or guarantee of the City or the Underwriter.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

None of the City, the Underwriter, Bond Counsel or counsel to the Underwriter are actuaries. None of them have performed any actuarial or other analysis of the City's share of the unfunded liabilities of the Arizona State Retirement System, the Arizona Public Safety Personnel Retirement System, or the Elected Officials Retirement Plan.

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the City has been identified by source and has not been independently confirmed or verified by the City or the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to website addresses presented herein are for information purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The City will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

TABLE OF CONTENTS

OFFICIAL STATEMENT

$21,000,000*
CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2025

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover page and appendices hereto, sets forth information concerning the offering by the City of Tolleson, Arizona (the "City") of its General Obligation Bonds, Series 2025 in the aggregate principal amount of $21,000,000* (the "Bonds"). See APPENDIX A – "CITY OF TOLLESON, ARIZONA – GENERAL AND DEMOGRAPHIC INFORMATION," APPENDIX B – "CITY OF TOLLESON, ARIZONA – FINANCIAL INFORMATION" and APPENDIX E – "CITY OF TOLLESON, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024" for certain information regarding the City.

Reference to provisions of State of Arizona (the "State" or "Arizona") law, whether codified in the Arizona Revised Statutes or uncodified, or of the Arizona Constitution, are references to those current provisions. The provisions may be amended, repealed or supplemented.

THE BONDS

Authorization and Use of Funds

The Bonds are being issued by the City pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and a resolution adopted by the Mayor and Council of the City on March 25, 2025 (the "Resolution"). The Bonds will constitute a portion of the bonds authorized by the voters at the special bond election held in the City on November 3, 2020 (the "Election"), and will be issued to (i) finance the construction of an aquatic center and related capital improvements (collectively, the "Project"); and (ii) pay costs of issuance of the Bonds.

After the sale and delivery of the Bonds, the City will have no remaining principal amount of authorized but unissued general obligation bonds from the Election and $45,120,000 remaining principal amount of authorized but unissued general obligation bonds from a special bond election held on May 15, 2001*. The City has general obligation bonds currently outstanding, and additional general obligation bonds may be issued from the remaining authorization described above and may be authorized at future special bond elections. See TABLE 14A – "Direct General Obligation Bonded Debt Outstanding and to be Outstanding" in APPENDIX B – "CITY OF TOLLESON, ARIZONA – FINANCIAL INFORMATION."

Terms of the Bonds – Generally

The Bonds will be dated the date of delivery, and will be registered only in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), under the book-entry-only system described herein (the "Book-Entry-Only System"). See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM." The Bonds will mature on the dates and in the principal amounts and will bear interest from their dated date at the rates set forth on the inside front cover page of this Official Statement. Beneficial ownership interests in the Bonds may be purchased in amounts of $5,000 of principal due on a specific maturity date or integral multiples thereof. Interest on the Bonds will be payable semiannually on each January 1 and July 1, commencing July 1, 2025* (each an "Interest Payment Date"), until maturity or prior redemption. The City has chosen the fifteenth day of the month preceding an Interest Payment Date as the "Record Date" for the Bonds.

See "TAX EXEMPTION" herein for a discussion of the treatment of interest income on the Bonds for federal or State income tax purposes.

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* *Subject to change. See footnote (b) to TABLE 15 for a description of the treatment of certain proceeds of the Bonds for State voter authorization and debt limit purposes.*

Bond Registrar and Paying Agent

[BR&PA] will serve as the initial bond registrar, transfer agent and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The City may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

Redemption Provisions*

Optional Redemption. The Bonds maturing before or on July 1, 20__ will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on and after July 1, 20__ will be subject to optional redemption prior to their stated maturity dates, at the direction of the City, in whole or in part on July 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount of Bonds being redeemed plus accrued interest to the date fixed for redemption, without premium.

Notice of Redemption. So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. See APPENDIX F – "BOOK-ENTRY-ONLY SYSTEM." If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bond Registrar and Paying Agent not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

Notice of any redemption will also be provided as set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or the Bond Registrar and Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

SECURITY AND SOURCES OF PAYMENT OF THE BONDS

General

The Bonds will be payable as to principal and interest from a continuing, direct, annual ad valorem tax to be levied against all taxable property within the City, such tax to be levied without limitation as to rate or amount. Such taxes are to be levied, assessed and collected as other taxes of the City, in an amount sufficient to pay the interest on all the Bonds then outstanding and installments of the principal of the Bonds becoming due and payable in the ensuing year.

General obligation bonds heretofore and hereafter issued by the City have and will have an equal claim with the Bonds upon the proceeds of taxes levied for debt service on the Bonds. See TABLE 14A – Direct General Obligation Bonded Debt Outstanding and to be Outstanding in APPENDIX B – "CITY OF TOLLESON, ARIZONA – FINANCIAL INFORMATION."

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* *Subject to change.*

Defeasance

Pursuant to the Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of moneys or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Any Bonds so provided for will no longer be outstanding under the Resolution or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited in trust.

SOURCES AND USES OF FUNDS

Sources of Funds

Principal Amount	$21,000,000.00*
[Net] Original Issue Premium *(a)*	
Total Sources of Funds	

Uses of Funds

Cost of Project	
Payment of Costs of Issuance *(b)*	
Total Uses of Funds	

* *Subject to change.*

(a) *[Net] original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.*

(b) *Will include compensation and costs of the Underwriter (as defined herein) with respect to the Bonds.*

ESTIMATED DEBT SERVICE REQUIREMENTS

The following table illustrates the (i) annual debt service on the outstanding general obligation bonds of the City, (ii) estimated annual debt service on the Bonds and (iii) total estimated annual debt service on all general obligation bonds of the City outstanding after issuance of the Bonds.

TABLE 1

Schedule of Estimated Annual Debt Service Requirements *(a)*
City of Tolleson

Fiscal Year	Bonds Outstanding Principal	Bonds Outstanding Interest	The Bonds* Principal	The Bonds* Interest *(b)*	Total Estimated Annual Debt Service Requirements*
2024/25	$ 1,374,003	$ 529,826	$ 1,585,000	$ 160,125*(c)*	$ 3,648,954
2025/26	1,429,873	483,806	875,000	873,675	3,662,354
2026/27	1,496,103	423,976	915,000	834,300	3,669,379
2027/28	1,557,703	367,526	955,000	793,125	3,673,354
2028/29	1,604,687	315,142	995,000	750,150	3,664,979
2029/30	960,000	268,300	755,000	705,375	2,688,675
2030/31	625,000	228,000	790,000	671,400	2,314,400
2031/32	650,000	203,000	825,000	635,850	2,313,850
2032/33	675,000	177,000	860,000	598,725	2,310,725
2033/34	700,000	150,000	900,000	560,025	2,310,025
2034/35	725,000	122,000	940,000	519,525	2,306,525
2035/36	750,000	93,000	980,000	477,225	2,300,225
2036/37	775,000	63,000	1,025,000	433,125	2,296,125
2037/38	800,000	32,000	1,075,000	387,000	2,294,000
2038/39			1,120,000	338,625	1,458,625
2039/40			1,170,000	288,225	1,458,225
2040/41			1,225,000	235,575	1,460,575
2041/42			1,280,000	180,450	1,460,450
2042/43			1,335,000	122,850	1,457,850
2043/44			1,395,000	62,775	1,457,775
	$14,122,369		$21,000,000		

* *Subject to change.*

(a) *Prepared by Stifel, Nicolaus & Company, Incorporated (the "Underwriter" or "Stifel").*

(b) *Interest on the Bonds is estimated.*

(c) *The first interest payment on the Bonds will be due on July 1, 2025*. Thereafter, interest payments will be made semiannually on each January 1 and July 1 until maturity or prior redemption.*

LITIGATION

To the knowledge of the City, no litigation or administrative action or proceeding is pending, restraining or enjoining, or seeking to restrain or enjoin, the issuance or delivery of the Bonds or the levy, collection or receipt of ad valorem property taxes to pay the debt service on the Bonds, contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. An authorized City representative will deliver a certificate to the same effect at the time of the original delivery of the Bonds.

LEGAL MATTERS

Legal matters incident to the authorization, sale and issuance by the City of the Bonds and with regard to the tax-exempt status thereof will be passed upon by Greenberg Traurig, LLP, Phoenix, Arizona, as Bond Counsel whose services have been retained by the City. The signed legal opinion of Bond Counsel, dated and premised on the law in effect as of the date of the Bonds, will be delivered to the Underwriter at the time of original delivery of the Bonds. The form of that opinion is included as APPENDIX C – "FORM OF APPROVING LEGAL OPINION" hereto. The legal opinion to be delivered may vary from the text of APPENDIX C – "FORM OF APPROVING LEGAL OPINION" if necessary to reflect the facts and law existing on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Certain legal matters will be passed upon for the Underwriter by Ballard Spahr LLP, Phoenix, Arizona, counsel to the Underwriter.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and nonfinancial, impacting the operations of municipalities which could have a material impact on the City and could adversely affect the secondary market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The legal opinions to be delivered concurrently with the delivery of the Bonds will express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein dated and speaking only as of the date of delivery of the Bonds. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX EXEMPTION

General

The Internal Revenue Code of 1986, as amended (the "Code"), includes requirements which the City must continue to meet after the issuance of the Bonds in order that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes. The City's failure to meet these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The City has covenanted in the Resolution to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

In the opinion of Bond Counsel, assuming the accuracy of certain representations and certifications of the City and continuing compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, the interest on the Bonds will be excludable from gross income of the owners thereof for federal income tax purposes. Interest on the Bonds will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, but in the case of the alternative minimum tax imposed by Section 55(b)(2) of the Code on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. Bond Counsel is further of the opinion that the interest on the Bonds will be exempt from income taxation under the laws of the State. Bond Counsel will express no opinion as to any other tax consequences regarding the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors as to the status of interest on the Bonds under the tax laws of any state other than the State.

The above opinion on federal tax matters with respect to the Bonds will be based on and will assume the accuracy of certain representations and certifications of the City, and compliance with certain covenants of the City to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Bonds will be and will remain obligations the interest on which is excludable from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of those certifications and representations. Bond Counsel will express no opinion as to any other consequences regarding the Bonds.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the receipt or accrual of the interest on the Bonds, or the ownership or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in other collateral federal tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds, (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by the applicable statutory percentage of certain items, including the interest on the Bonds, (iii) the inclusion of the interest on the Bonds in the earnings of certain foreign corporations doing business in the United States for purposes of a branch profits tax, (iv) the inclusion of the interest on the Bonds in the passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year, (v) the inclusion of interest on the Bonds in the determination of the taxability of certain Social Security and Railroad Retirement benefits to certain recipients of such benefits, (vi) net gain realized upon the sale or other disposition of property such as the Bonds generally must be taken into account when computing the Medicare tax with respect to net investment income or undistributed net investment income, as applicable, imposed on certain high income individuals and specified trusts and estates, and (vii) receipt of certain investment income, including interest on the Bonds, is considered when determining qualification limits for obtaining the earned income credit provided by Section 32(a) of the Code. The nature and extent of the other tax consequences described above will depend on the particular tax status and situation of each owner of the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors as to the impact of these other tax consequences.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

Original Issue Discount and Original Issue Premium

Certain of the Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond.

Certain of the Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

Owners of Discount Bonds and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Bonds or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals suggested, debated, introduced or pending in Congress or in the State legislature that, if enacted into law, could alter or amend one or more of the federal tax matters, or State tax matters, respectively, described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would affect the Bonds. Prospective purchasers of the Bonds should consult their tax advisors as to the impact of any proposed or pending legislation.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of the Bonds, under certain circumstances, to "backup withholding" at the rates set forth in the Code, with respect to payments on the Bonds and proceeds from the sale of the Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of the Bonds. This withholding generally applies if the owner of the Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

RATINGS

Fitch Ratings, Inc. ("Fitch") and S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P"), have assigned ratings of "____" and "____," respectively, to the Bonds. Such ratings reflect only the views of such organizations, respectively, and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Fitch at One State Street Plaza, New York, New York 10004; and S&P at One California Street, 31st Floor, San Francisco, CA 94111. Such ratings may be revised or withdrawn entirely at any time by Fitch or S&P if, in their judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price or marketability of the Bonds. The City will covenant in its continuing disclosure undertaking with respect to the Bonds that it will file notice of any formal change in any ratings relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" herein.

UNDERWRITING

The Bonds will be purchased by the Underwriter at an aggregate purchase price of $____________ pursuant to a bond purchase agreement between the City and the Underwriter. The aggregate purchase price reflects compensation to the Underwriter of $___________. The Bonds may be offered and sold to certain dealers (including the Underwriter and other dealers depositing Bonds into investment trusts) at prices lower than the public offering prices stated on the inside front cover page hereof, and such public offering prices may be changed, from time to time, by the Underwriter. The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter will be obligated to purchase all of the Bonds if any Bonds are purchased.

Stifel and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Stifel and its affiliates may have provided, and may in the future provide, a variety of these services to the City and to persons and entities with relationships with the City, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, Stifel and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City.

Stifel and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

RELATIONSHIP AMONG PARTIES

Bond Counsel has previously represented, and is currently representing, the Underwriter with respect to other financings and has acted or is acting as bond counsel with respect to other bonds underwritten by the Underwriter and may do so in the future. Bond Counsel also serves and has served as bond counsel for one or more of the political subdivisions that the City territorially overlaps. Counsel to the Underwriter has previously acted as bond counsel with respect to other bonds underwritten by the Underwriter and may continue to do so in the future if requested.

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2026 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the City as such will be filed with the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access System, each as described in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule"). A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. *Pursuant to Arizona Law, the ability of the City to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds and specifically their market price and transferability. [To be updated]

FINANCIAL STATEMENTS

The financial statements of the City as of June 30, 2024 and for its fiscal year then ended, which are included as APPENDIX E of this Official Statement, have been audited by Baker Tilly, LLP, as stated in its opinion which appears in APPENDIX E – "CITY OF TOLLESON, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024." The City neither requested nor obtained the consent of Baker Tilly, LLP to include its report and Baker Tilly, LLP has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these opinions or estimates have been or will be realized. Information in this Official Statement has been derived by the City from official and other sources and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed. Neither this Official Statement nor any statement that may have been or that may be made orally or in writing is to be construed as part of a contract with the original purchasers or subsequent owners of the Bonds.

CITY OF TOLLESON, ARIZONA

By:________________________________

Mayor

APPENDIX A

CITY OF TOLLESON, ARIZONA – GENERAL AND DEMOGRAPHIC INFORMATION

General

The City is a self-contained community approximately 10 miles west of downtown Phoenix, Arizona ("Phoenix") encompassing an area of approximately six square miles. The City was founded in 1912 and incorporated in 1929.

The following table illustrates respective population statistics for the City, Maricopa County, Arizona (the "County") and the State.

TABLE 2

POPULATION STATISTICS
City of Tolleson, Arizona

	City of Tolleson	Maricopa County	State of Arizona
2024 Estimate *(a)*	8,627	4,726,247	7,621,703
2020 Census	7,262	4,420,568	7,151,502
2010 Census	6,545	3,817,117	6,392,017
2000 Census	4,974	3,072,149	5,130,632
1990 Census	4,434	2,122,101	3,665,339
1980 Census	4,433	1,509,175	2,716,546

(a) Estimate as of July 2024 (data released December 2024).

Source: Arizona Office of Economic Opportunity and the U.S. Census Bureau.

Municipal Government and Utilities

The City is managed by a seven-member City Council, which includes a Mayor and a Vice Mayor. The Salt River Project provides electric service, Qwest provides telephone service and Southwest Gas Corporation provides natural gas. Water and sewer service is provided by the City, as well as police and fire protection.

Economy

The City has shifted from a dependence on agriculture to a commercial and industrial base. See the table below for a list of the major employers within the City.

TABLE 3

MAJOR EMPLOYERS
City of Tolleson, Arizona

Employer	Description	Approximate Number of Employees
JBS	Food and Grocery	1,760
Albertsons	Food and Grocery	800
Windigo Logistics	Distribution	680
Pepsi Beverages Company	Food and Grocery	630
SK Food Group	Food and Grocery	550
Tolleson Union High School District No. 214	Education	550
Sysco Food Services of Arizona	Food and Grocery	470
[Taylor Farms Southwest, Inc.]	Food and Grocery	420
Carvana	Retail	400
AutoZone	Retail	400

Source: Maricopa Association of Governments Employer Database (retrieved March 2025).

The following table illustrates the unemployment rate averages for the City, the County, the State and the United States of America.

TABLE 4

UNEMPLOYMENT RATE AVERAGES

Calendar Year	City of Tolleson *(a)*	Maricopa County	State of Arizona	United States
2024	1.5%	3.1%	3.6%	4.0%
2023	1.7	3.4	3.9	3.6
2022	1.7	3.3	3.8	3.6
2021	2.4	4.6	5.1	5.3
2020	3.8	7.3	7.8	8.1

(a) *Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Sub-state area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.*

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Commerce

The following table illustrates the past five years of sales tax collections.

TABLE 5

SALES TAX COLLECTIONS
City of Tolleson, Arizona
($000s omitted)

Fiscal Year	Amount
2023/24	$50,535
2022/23	43,718
2021/22	43,926
2020/21	32,949
2019/20	26,297

Source: Arizona Department of Revenue, Municipal Privilege Tax Collection Program.

APPENDIX B

CITY OF TOLLESON, ARIZONA – FINANCIAL INFORMATION

PROPERTY TAXES

As described under the heading "SECURITY AND SOURCES OF PAYMENT OF THE BONDS," the City will be required by law to levy or to cause to be levied on all the taxable property in the City a continuing, direct, annual, ad valorem property tax sufficient to pay all principal, interest, and costs of administration for the Bonds as the same become due. The State's ad valorem property tax levy and collection procedures are summarized under this heading "PROPERTY TAXES."

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than fifteen percent of the Full Cash Value. (Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions

The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the City.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 6

Property Tax Assessment Ratios (Tax Year)

Property Classification *(a)*	2021	2022	2023	2024	2025
Mining, utilities, commercial and industrial *(b)*	18%	17.5%	17%	16.5%	16%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(c)*	15	15	14	14	13

(a) *Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.*

(b) *The assessment ratio for this property classification will decrease to 15.5% for tax year 2026 and 15% for each tax year thereafter.*

(c) *This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.*

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue; *2025 Final Property Class Summary*, Arizona Department of Revenue.

Primary Taxes

Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed Property Value (as defined herein). "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bond indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes

Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, water conservation and career technical education districts, and taxes levied by school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Calculating Debt Limitations

Net Full Cash Assessed Value is determined by excluding the value of property exempt from taxation from Full Cash Assessed Value of both locally assessed and centrally valued property and combining the resulting two amounts. Net Full Cash Assessed Value is the basis for determining bonded debt limitations for certain political subdivisions in Arizona, including the City.

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the treasurer of the County (the "Treasurer"). (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

Property owners may file an appeal with the Assessor of the County to request a review of the Assessor of the County's determination of the Full Cash Value and legal classification of their property. Once the appeals process is complete, the Assessor of the County, if necessary, corrects the tax roll based upon the appeal decisions and sends the corrected values to each taxing jurisdiction (cities, including the City, school districts, community colleges and special districts such as fire and health).

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals through the process described above or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years. Set forth below is a record of property taxes levied and collected in the City for a portion of the current fiscal year and all of the previous five fiscal years.

TABLE 7

Property Taxes Levied and Collected *(a)*
City of Tolleson, Arizona

Fiscal Year	City Tax Rate	Adopted City Tax Levy	Adjusted City Tax Levy as of June 30th	Collected to June 30th of Initial Fiscal Year Amount	Collected to June 30th of Initial Fiscal Year % of Adj. Levy	Adjusted City Tax Levy as of 1/31/2025	Cumulative Collections to January 31, 2025 Amount	Cumulative Collections to January 31, 2025 % of Adj. Levy
2024/25	$ 2.6796	$ 8,473,177	*(b)*	*(b)*	*(b)*	$ 8,427,827	$ 5,502,531	65.29%
2023/24	2.6421	7,846,675	$ 7,785,119	$ 7,738,980	99.41%	7,785,112	7,778,536	99.92
2022/23	2.6796	7,509,399	7,431,622	7,388,286	99.42	7,381,603	7,366,005	99.79
2021/22	2.7476	7,243,168	7,302,728	7,230,004	99.00	7,251,618	7,250,762	99.99
2020/21	3.5259	8,651,852	8,594,928	8,463,805	98.47	8,698,199	8,697,659	99.99
2019/20	3.7169	8,542,642	8,463,442	8,396,461	99.21	8,384,468	8,384,240	100.00

(a) *Taxes are collected by the Treasurer. Taxes are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures above, but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.*

(b) *2024/25 taxes in course of collection:*
First installment due 10-01-24, delinquent 11-01-24;
Second installment due 03-01-25, delinquent 05-01-25.

Source: Office of Budget and Finance of the County.

SRP In Lieu Contribution

SPECIAL NOTE: The assessed value of property owned by the Salt River Project Agricultural Improvement and Power District ("SRP") is not included in the assessed value of the City in the prior table or in any other valuation information set forth in this Official Statement. Because of SRP's quasi-governmental nature, property owned by SRP is exempt from property taxation.

However, SRP may elect each year to make voluntary contributions in lieu of property taxes with respect to certain of its electrical facilities (the "SRP Electric Plant"). If SRP elects to make the in lieu contribution for the year, the Full Cash Value of the portion of the SRP Electric Plant located within the City and the in lieu contribution amount is determined in the same manner as the Full Cash Value and property taxes owed is determined for similar non-governmental public utility property, with certain special deductions.

If SRP elected not to make such contributions, the City would be required to contribute funds from other sources or levy an increased tax rate on all other taxable property to provide sufficient amounts to pay debt service on the Bonds. If after electing to make the in lieu contribution, SRP then failed to make the in lieu contribution when due, the Treasurer and the City have no recourse against the property of SRP and there may be a delay in the payment of that portion of the debt service on the Bonds that would have been paid by SRP's in lieu contribution.

Since 1964, when the in lieu contribution was originally authorized by the Arizona Revised Statutes, SRP has always elected to make the in lieu contribution. The fiscal year 2024/25 Net Limited Assessed Property Valuation equivalent of SRP within the City is $6,919,028, which represents approximately 2.19% of the combined fiscal year 2024/25 Net Limited Assessed Property Valuation in the City.

Delinquent Tax Procedures

The property taxes due the City are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of each subsequent month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer to deliver a treasurer's deed to the certificate holder as prescribed by law.

Chapter 176, Laws of Arizona 2024 (commonly referred to by its original bill number as "SB 1431") revises the redemption and foreclosure process for tax lien certificate holders whereby a delinquent taxpayer may request an entry of judgment directing the sale of the property for excess proceeds. If a delinquent taxpayer requests an excess proceeds sale, and an entry of judgment is granted to direct such excess proceeds sale, a tax lien certificate holder's potential financial return on the subject tax lien eligible for foreclosure may decrease relative to the tax lien certificate holder's potential financial return on such tax lien prior to the enactment of SB 1431. Therefore, in connection with the new excess proceeds sale process instituted by SB 1431, it is reasonable to conclude that "tax sale investors" may be less willing to purchase tax liens. The effective date of SB 1431 was September 14, 2024. None of the City, the Underwriter or the counsel or agents of either of them, are able to determine or predict what impact, if any, SB 1431 will have on property tax collections in the City.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect ad valorem taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When an owner of land or property within the City (a "debtor") files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the City, the Underwriter or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

ASSESSED VALUATIONS AND TAX RATES

TABLE 8

Direct and Overlapping Net Limited Assessed Property Values and Tax Rates *(a)*
Per $100 Net Limited Assessed Property Value

Overlapping Jurisdiction	2024/25 Net Limited Assessed Property Value	2024/25 Total Tax Rate Per $100 Net Limited Assessed Property Value
State of Arizona	$ 88,425,611,337	$0.0000
Maricopa County	58,328,686,358	1.1591
Maricopa County Community College District	58,328,686,358	1.1047
Maricopa County Fire District Assistance Tax	58,328,686,358	0.0080
Maricopa County Special Health Care District	58,328,686,358	0.2665
Maricopa County Library District	58,328,686,358	0.0470
Maricopa County Flood Control District *(b)*	53,876,587,196	0.1470
Central Arizona Water Conservation District *(c)*	58,328,686,358	0.1400
Tolleson Elementary School District No. 17	294,962,589	4.0299
Tolleson Union High School District No. 214	1,928,260,874	4.6994
Western Maricopa Education Center District No. 402	22,530,836,261	0.1825
City of Tolleson	315,791,338	2.6796

(a) *The following overlapping jurisdictions are taxed as follows:*

Overlapping Jurisdiction	Tax Rate Per Acre
Buckeye Water Conservation District	$15.0400 / acre
McMicken Irrigation District	2.0875 / acre
Roosevelt Irrigation District	37.3600 / acre
St. John's Irrigation District	83.0811 / acre

(b) *The assessed value of the Maricopa County Flood Control District does not include the personal property assessed valuation of the County.*

(c) *Value shown for the Central Arizona Water Conservation District covers only the County portion of such District. (See footnote (b) to TABLE 16.)*

Source: *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and Office of Budget and Finance of the County.

TABLE 9

Net Limited Assessed Property Value by Property Classification *(a)*
City of Tolleson, Arizona

Class	2024/25	2023/24	2022/23	2021/22	2020/21
Commercial, Industrial, Utilities & Mines	$ 283,738,084	$ 266,615,587	$ 251,861,556	$ 234,412,674	$ 221,936,684
Agricultural and Vacant	5,651,761	7,001,016	6,682,706	7,620,013	4,420,743
Residential (owner occupied)	10,214,662	9,492,870	8,945,179	8,519,768	7,989,792
Residential (rental)	14,540,613	10,207,328	7,756,068	6,741,709	11,373,501
Railroad	797,849	821,969	728,731	567,825	624,068
Historical Property	848,369	793,515	762,701	739,299	663,585
Totals *(a)*	$ 315,791,338	$ 294,932,285	$ 276,736,941	$ 258,601,288	$ 247,008,373

(a) *Totals may not add up due to rounding.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

TABLE 10

Net Limited Assessed Property Value of Major Taxpayers
City of Tolleson, Arizona

Major Taxpayer *(a)*	2024/25 Net Limited Assessed Property Value	As % of 2024/25 Net Limited Assessed Property Value
CLNC NNN Alberts AZ LLC	$ 13,235,573	4.19%
FR CAL 3 Tolleson Buckeye LLC	12,292,217	3.89
Smiths Food & Drug Centers Inc	11,756,126	3.72
Prologis-Exchange Westside Business Park LLC	8,949,436	2.83
SVC Manufacturing Inc	8,658,433	2.74
CSHV TCP E LLC	6,984,917	2.21
CI448 W Jefferson LLC	6,310,788	2.00
Price Company	6,221,220	1.97
Greater Arizona Auto Auctions Inc	5,358,412	1.70
Tolleson 70 LLC	5,331,878	1.69
	$ 85,099,001	26.95%

(a) *Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at http://www.sec.gov. No representative of the City, the Underwriter, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.*

Source: The Assessor of the County.

TABLE 11

Comparative Net Limited Assessed Property Values

Fiscal Year	City of Tolleson	Maricopa County	State of Arizona
2024/25	$ 315,791,338	$ 58,328,686,358	$ 88,425,611,337
2023/24	294,932,285	54,722,310,149	83,026,514,349
2022/23	276,736,941	51,575,018,185	78,415,651,030
2021/22	258,601,288	48,724,126,672	74,200,360,570
2020/21	247,008,373	45,704,969,813	69,914,763,468

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates & Assessed Values,* Arizona Tax Research Association.

TABLE 12

Estimated Net Full Cash Value History
City of Tolleson, Arizona

Fiscal Year	Estimated Net Full Cash Value *(a)*
2024/25	$ 3,959,623,756
2023/24	3,239,454,350
2022/23	2,501,823,720
2021/22	2,376,176,675
2020/21	2,207,611,491

(a) *Estimated Net Full Cash Value is the total market value of the property within the City less the estimated Full Cash Value of property exempt from taxation within the City.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

DIRECT AND OVERLAPPING BONDED INDEBTEDNESS

TABLE 13

Current Year Statistics (For Fiscal Year 2024/25)
City of Tolleson, Arizona

Net Limited Assessed Property Value	$ 315,791,338
Net Full Cash Assessed Value	602,668,607
Estimated Net Full Cash Value	3,959,623,756
Total General Obligation Bonds Outstanding and to be Outstanding	$ 35,122,369*(a)
Total Pledged Revenue Obligations Outstanding	3,730,000

The City's preliminary fiscal year 2025/26 Net Full Cash Assessed Value is estimated at $649,864,226, an increase of approximately 7.8% from the fiscal year 2024/25 Net Full Cash Assessed Value. The City's preliminary fiscal year 2025/26 Net Limited Assessed Property Value is estimated at $326,465,429, an increase of approximately 3.4% from the fiscal year 2024/25 Net Limited Assessed Property Value. The City's preliminary fiscal year 2025/26 Estimated Net Full Cash Value is estimated at $4,328,015,708, an increase of approximately 9.3% from the fiscal year 2024/25 Estimated Net Full Cash Value. The values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 18, 2025.

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* *Subject to change.*

(a) *Includes the Bonds. See footnotes (b) and (c) to TABLE 15 for a description of the treatment of certain proceeds of the Bonds and other general obligation bonds of the City for State debt limit purposes.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and Office of Budget and Finance of the County.

TABLE 14A

Direct General Obligation Bonded Debt Outstanding and to be Outstanding
City of Tolleson, Arizona

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding and to be Outstanding*
2009	$ 5,600,000	WIFA Loan	2029	$ 1,757,369
2019	10,850,000	Construction and improvements	2038	8,900,000
2020	3,820,000	Water projects	2030	2,165,000
2020 REF	2,665,000	Refunding	2029	1,300,000
Total General Obligation Bonded Debt Outstanding				$ 14,122,369
Plus: The Bonds				21,000,000
Total General Obligation Bonded Debt Outstanding and to be Outstanding				$ 35,122,369(a)

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* *Subject to change.*

(a) *See footnotes (b) and (c) to TABLE 15 for a description of the treatment of certain proceeds of the Bonds and other general obligation bonds of the City for State debt limit purposes.*

TABLE 14B

Pledged Revenue Obligations Outstanding
City of Tolleson, Arizona

Issue Series	Original Amount	Purpose	Final Maturity Date (July 1)	Balance Outstanding
2020	$4,605,000	Refunding	2029	$ 2,760,000
Total Pledged Revenue Obligations Outstanding				$ 2,760,000

Direct Bonded Debt, Legal Limitation and Unused Borrowing Capacity
City of Tolleson, Arizona

Under the provisions of the Arizona Constitution, outstanding general obligation bonded debt for combined water, sewer, light, parks and open space, transportation and public safety purposes may not exceed 20% of a city's Net Full Cash Assessed Value, nor may outstanding general obligation bonded debt for all other purposes exceed 6% of a city's Net Full Cash Assessed Value.

TABLE 15

General Municipal Purpose Bonds		Water, Light, Sewer, Open Space, Public Safety, Law Enforcement, Fire and Emergency Services, Park, Street and Transportation Facilities Bonds	
Total 6% General Obligation Bonding Capacity	$ 36,160,116	Total 20% General Obligation Bonding Capacity	$ 120,533,721
Less: 6% General Obligation Bonds Outstanding	(10,200,000)* *(a)*	Less: 20% General Obligation Bonds Outstanding	(24,922,369)* *(a)*
Less: Original Issue Premium for the Bonds	- * *(b)*	Less: Original Issue Premium for the Bonds	- * *(b)*
Less: Unamortized Net Original Issue Premium of Prior Bonds	(545,484)	Less: Unamortized Net Original Issue Premium of Prior Bonds	(149,866) *(c)*
Net 6% General Obligation Bonding Capacity	$ 25,414,632*	Net 20% General Obligation Bonding Capacity	$ 95,461,486*
Total Capacity	$120,876,118*		

* *Subject to change.*

(a) *Includes the Bonds.*

(b) *This amount reduces in equal amount the borrowing capacity of the City under State statutes and the Arizona Constitution (as described under the heading "THE BONDS – Authorization and Use of Funds"). The principal amount authorized at the Election will be reduced by a total of $21,000,000*. The City's borrowing capacity, but not authorization, will be recaptured as premium is amortized.*

(c) *This amount of unamortized premium on certain of the City's outstanding general obligations bonds issued after August 2016 is treated as described in footnote (b) above.*

TABLE 16

Direct and Overlapping General Obligation Bonded Debt
City of Tolleson, Arizona

Overlapping Jurisdiction	General Obligation Bonded Debt *(b)*	Proportion Applicable to the City *(a)* Approximate Percent	Net Debt Amount
State of Arizona	None	0.36%	None
Maricopa County	None	0.54	None
Maricopa County Community College District	$ 57,615,000	0.54	$ 311,121
Maricopa County Special Health Care District	544,135,000	0.54	2,938,329
Tolleson Elementary School District No. 17	35,015,000	71.74	25,119,281
Fowler Elementary School District No. 45	11,620,000	10.64	1,236,042
Littleton Elementary School District No. 65	42,400,000	13.64	5,785,221
Tolleson Union High School District No. 214	374,045	16.93	63,328
Western Maricopa Education Center District No. 402	98,510,000	1.40	1,379,140
City of Tolleson *(c)*	35,122,369*	100.00	35,122,369*
Net Direct and Overlapping General Obligation Bonded Debt			$ 71,954,830*

* *Subject to change.*

(a) *Proportion applicable to the City is computed on the ratio of Net Limited Assessed Property Value for 2024/25.*

(b) *Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County improvement districts, as the bonds of these districts are presently being paid from special assessments against property within the various improvement districts.*

Does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as indicated in the following table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	*General Obligation Bonds Authorized but Unissued*
Tolleson Elementary School District No. 17	*$10,000,000*
Fowler Elementary School District No. 45	*18,000,000*
Tolleson Union High School District No. 214	*125,000,000*
City of Tolleson (d)	*45,120,000**

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages will be fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Limited Assessed Property Value, of which 14 cents is being levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) Includes the Bonds.

(d) Reflects reduction in authorization from the Election in connection with the issuance of the Bonds.

Source: The various entities, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue and the Assessor of the County.

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* *Subject to change.*

TABLE 17

Direct and Overlapping General Obligation Bonded Debt Ratios
City of Tolleson, Arizona

	Per Capita Bonded Debt Population Estimated @ 8,627	As % of City's 2024/25 Net Limited Assessed Property Value	As % of City's 2024/25 Estimated Net Full Cash Value
Net Direct General Obligation Bonded Debt**(a)*	$4,071.21	11.21%	0.89%
Net Direct and Overlapping General Obligation Debt**(a)*	8,340.65	22.79	1.82

* *Subject to change.*

(a) *Includes the Bonds.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, the Arizona Office of Economic Opportunity, and the City.

Other Obligations
City of Tolleson, Arizona

Item	Approximate Payment Amount	Payments
[City to provide]		

CITY EMPLOYEE RETIREMENT SYSTEM

Retirement Benefits

The City contributes to the retirement plans described below and as referenced in Note 9 in APPENDIX E – "CITY OF TOLLESON, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024." Benefits are established by State statute and, depending on the plan, provide retirement, death, long-term disability, survivor and health insurance premium benefits. Both the City and each covered employee contribute to the plans. The City also participates in the Elected Officials Retirement Plan ("EORP").

Each of the plans has reported increases in its unfunded liabilities. The increases in unfunded liabilities is expected to result in increased future annual contributions by the City and its employees; however the specific impact on the City's and its employees' future contributions cannot be determined at this time.

The Governmental Accounting Standards Board ("GASB") adopted Statement No. 68, Accounting and Financial Reporting for Pensions, which requires that cost-sharing employers report their "proportionate share" of a plan's net pension liability in their government-wide financial statements and that the cost-sharing employer's pension expense component include its proportionate share of the system's pension expense, the net effect of annual changes in the employer's proportionate share and the annual differences between the employer's actual contributions and its proportionate share. GASB's Statement No. 67, Financial Reporting for Pensions, is designed to improve financial reporting by state and local governmental pension plans.

Starting on page 57 in APPENDIX E – "CITY OF TOLLESON, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024" is information about the plans based on GASB's Statements Nos. 67 and 68. Please refer to APPENDIX E for more specific information about the plans. In the case of any difference between what is here versus what is in APPENDIX E, the latter supersedes the former.

The Arizona State Retirement System ("ASRS"). ASRS is a multiple-employer defined benefit pension plan, a multiple-employer defined benefit health insurance premium benefit plan, and a multiple-employer defined benefit long-term disability plan for approximately 650,000 Arizona public employees including qualified employees of the State, municipal governments, counties and K-12 education agencies. As of June 30, 2024, the unfunded liability for ASRS was $18.5 billion with a funding ratio of 73.1% and an assumed earning rate of 7.0%. As of June 30, 2024, the City reported a liability of $21,924,847 for its proportionate share of the net pension liability under ASRS. Pursuant to State statute, the contribution rate for the employer (the City) and active members of ASRS are equal. For Fiscal Year 2025/26, the actuarially determined contribution rate for the City and active members of ASRS is 12.00% (11.86% for retirement and health insurance and 0.14% for long-term disability).

The table below shows recent actuarially determined contribution rates that the active ASRS members and the City are/were required to contribute, the plan's funded status and the pension contributions under ASRS for the current and past four Fiscal Years.

Fiscal Year Ended	Retirement and Health Insurance Premiums	Long-term Disability	Total Contribution Rate	Funded Status	Pension Contributions
June 30, 2026	11.86%	0.14%	12.00%	unavailable	unavailable
June 30, 2025	12.12	0.15	12.27	unavailable	unavailable
June 30, 2024	12.14	0.15	12.29	74.0%	$4,652,109
June 30, 2023	12.03	0.14	12.17	73.1	4,547,185
June 30, 2022	12.22	0.19	12.41	72.7	2,935,968

The Public Safety Personnel Retirement System ("PSPRS"). PSPRS is an agent multiple-employer defined benefit pension plan and an agent multiple employer defined benefit health insurance premium benefit plan that covers public safety personnel who are regularly assigned to hazardous duties for which the Arizona State Legislature establishes active plan members' contribution rates and member benefits. This is not a "pooled" system – a separate account exists for the police and fire employees of each participating political subdivision. In total, there are 258 individual plans in PSPRS. Each plan has its own financial condition, funding status, etc. which varies greatly across the system.

A 2016 amendment to the State constitution ("Prop 124") created an exception to the prohibition in the Constitution against diminishing or impairing public retirement system benefits by allowing for certain adjustments to PSPRS and preserved the State's legislative ability to modify public retirement benefits. Prop 124 allowed for, among other things, the replacement of permanent benefit increases then required by law with COLA (defined below) provisions tied to the regional consumer price indexes.

PSPRS active membership is comprised of three separate "tiers" based on date of hire which are shown in the following table.

"Tier 1" Members	"Tier 2" Members	"Tier 3" Members
Hired into PSPRS position before January 1, 2012	Hired into PSPRS position on or after January 1, 2012 and before July 1, 2017	Hired into PSPRS position on or after July 1, 2017

The different tiers have different types of plans. Tier 1 members have a defined benefit plan, Tier 2 members have a defined benefit or defined benefit hybrid plan and Tier 3 members have a defined contribution, defined benefit or defined benefit hybrid plan. (The hybrid plan is a pension with an additional defined contribution tax-deferred retirement savings account for Tier 2 and Tier 3 members who do not contribute to Social Security). For Tier 1 and Tier 2 members, the type of plan is determined automatically. For Tier 3 members the type of plan is an irrevocable career choice with a default to a defined benefit plan after 90 days. The actuarially determined employer contribution rate varies among the different tiers and the different types of plans as shown in the tables below.

As of June 30, 2023, the unfunded liability for Tiers 1 and 2 of PSPRS was $7.4 billion with a funding ratio of 66.3%. When calculating, an assumed earning rate of 7.2% was used and an assumed rate of 1.75% was used for increases in the cost of living allowance ("COLA").

The following tables show the actuarially determined annual contribution rates, funded status and total audited contribution amounts for PSPRS.

Fire

	Fiscal Year Ended				
	6/30/2026	6/30/2025	6/30/2024	6/30/2023	6/30/2022
Contribution Rates*					
Tier 1 Defined Benefit Employer	23.59%	27.1%	27.53%	27.62%	25.69%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employer (a)	23.59%	27.1%	27.53%	27.62%	25.69%
Tier 2 Defined Benefit Employee (a)(b)	7.65%	7.65%	7.65%	7.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	16.16%	20.54%	20.49%	23.06%	20.37%
Tier 3 Defined Benefit Employee (a)	8.69%	8.89%	9.56%	9.94%	9.94%
Tier 3 Defined Contribution Employer (c)	18.21%	22.38%	21.53%	23.97%	20.31%
Tier 3 Defined Contribution Employee	10.74%	10.73%	10.60%	10.85%	9.88%
Pension Funded Status	N/A	N/A	91.8%	86.5%	87.1%
Health Funded Status	N/A	N/A	152.4%	147.5%	133.1%
Total City (Employer) Pension and Health Contribution	N/A	N/A	$1,723,677	$1,709,672	$750,828

Police

	Fiscal Year Ended				
	6/30/2026	6/30/2025	6/30/2024	6/30/2023	6/30/2022
Contribution Rates*					
Tier 1 Defined Benefit Employer	15.19%	17.64%	21.07%	24.84%	24.27%
Tier 1 Defined Benefit Employee	7.65%	7.65%	7.65%	7.65%	7.65%
Tier 2 Defined Benefit Employer (a)	15.19%	17.64%	21.07%	24.84%	24.27%
Tier 2 Defined Benefit Employee (a)(b)	7.65%	7.65%	7.65%	7.65%	11.65%
Tier 3 Defined Benefit Employer (a)(c)	10.51%	14.61%	18.37%	21.59%	20.65%
Tier 3 Defined Benefit Employee (a)	8.69%	8.89%	9.56%	9.94%	9.94%
Tier 3 Defined Contribution Employer (c)	12.56%	16.45%	19.41%	22.50%	20.59%
Tier 3 Defined Contribution Employee	10.74%	10.73%	10.60%	10.85%	9.88%
Pension Funded Status	N/A	N/A	97.5%	91.5%	87.1%
Health Funded Status	N/A	N/A	135.0%	139.7%	142.9%
Total City (Employer) Pension and Health Contribution	N/A	N/A	$1,641,380	$1,662,921	$1,233,823

* Sum of the Pension and Health insurance premium benefit contribution rates.

(a) Does not include additional contribution percentage of 3% associated with defined benefit (“DB”) members additionally participating in the defined contribution (“DC”) plan. Employer rate is 4% for Tier 2 members for a period of time depending on the individual’s membership date.

(b) Tier 2 employees contribute a maximum of 11.65%, but statutory requirements dictate only 7.65% is applied toward employer costs.

(c) The amortization of unfunded liabilities for Tier 1 and Tier 2 is applied to the payroll for employees in all tiers, including Tier 3, on a level percent basis.

The Elected Officials Retirement Plan. EORP is a multiple-employer defined benefit pension plan and a multiple-employer defined benefit health insurance premium plan that covers elected officials and judges of certain state and local governments. (EORP is governed by the same Board of Trustees that manages PSPRS.) As of January 1, 2014 EORP is closed to new members. Pursuant to Arizona statute, the annual contribution for active members of EORP is 13% of the members’ annual covered payroll. Additionally, the amount of the members’ contribution that exceeds 7% is not used to reduce the actuarially determined employer contribution. As of June 30, 2024, the City reported a liability of $414,020 for its proportionate share of the net pension liability under EORP.

Participating EORP employers are required to annually contribute at an actuarially determined employer contribution rate. The basis for the employer rate is the covered payroll for all eligible elected officials and eligible judges employed by the employer. The actuarially determined statutory employer contribution rate for 2024/25 is 70.44% (70.59% for EODCRS with the employer disability program). This amount is distributed to EORP, the Elected Officials Defined Contribution Retirement System (“EODCRS”) and ASRS, depending on the retirement program in which each eligible employee participates. As a percent of covered payroll, the employer contribution, by statute, for EODCRS participating members is 6.00%; the employer contribution for ASRS participating members is 12.27% for fiscal year 2024/25; all remaining employer contributions, up to the actuarially determined contribution rate of the covered payroll of all elected officials and eligible judges, are remitted to EORP. EORP is additionally funded each year with designated state and municipal court fees and a $5,000,000 appropriation from the State general fund.

Statutory Changes and Court Decisions Regarding the PSPRS and EORP

PSPRS and EORP are all operated under the umbrella of the Public Safety Personnel Retirement System and the Public Safety Personnel Retirement System Board of Trustees. Since 2011 there have been various modifications designed to mitigate increasing unfunded liabilities in the programs. Some of these modifications were enacted by the Arizona Legislature; some changes resulted from successful court challenges to those statutory changes; and other changes were implemented by voter approved amendments to the State Constitution. Substantively, the modifications have included changes to contribution rates, retirement criteria, funding horizons, retirement benefits and post-retirement benefit increase calculations.

Potential Future State Legislation Affecting ASRS and PSPRS

Bills are frequently introduced at sessions of the State Legislature that, if enacted, could impact the administration of the ASRS and PSPRS and the eligibility, timing and payment of benefits from such plans. The City is unable to determine whether any such bills will be enacted into legislation or in what form such legislation may be enacted and what the impact of any such legislation may be.

Other Post-Employment Retirement Benefits

During the year ended June 30, 2018, the City implemented the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* ("GASB 75"). The City is required to report the actuarially accrued cost of post-employment benefits, other than pension benefits ("OPEB"), such as health and life insurance for current and future retirees. GASB 75 addresses reporting by governments that provide OPEB by measuring and recognizing net assets or liabilities, deferred outflows of resources, deferred inflows of resources, and expenses/expenditures related to OPEB provided through defined benefit OPEB plan. Please refer to APPENDIX E of the Official Statement which includes the City's audited financial statements and specifically "Note 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES."

The City does not offer any OPEB. The City's employees, their spouses and survivors may be eligible for certain retiree health care benefits under health care programs provided by the State. Employees on long-term disability and their spouses also may qualify for retiree health care benefits through the State. Such individuals may obtain the health care benefits offered by the State by paying 100% of the applicable health care insurance premium, net of any subsidy provided by the State. The benefits are available to all retired participants in the State's health care program. The City does not make payments for OPEB costs for such retirees.

REVENUES AND EXPENDITURES

State law requires that the City's financial books and records be audited by the State Auditor General or independent certified public accountants on an annual basis. The audited financial statements of the City are presented in APPENDIX E – "CITY OF TOLLESON, ARIZONA – AUDITED ANNUAL FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2024."

The table below summarizes audited Revenues, Expenses and Changes in Fund Balance for the fiscal years 2019/20 through 2023/24 and budgeted figures for fiscal year 2024/25. The information contained in the summary should be read in conjunction with the financial statements and accompanying notes in APPENDIX E of this Official Statement.

The Bonds will be payable solely from the source described under the heading "SECURITY AND SOURCES OF PAYMENT OF THE BONDS." The information provided in the following table is for reference only.

	Audited					Budgeted
	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25 *(a)*
FUND BALANCE AT BEGINNING OF YEAR	$ 23,902,066	$ 29,330,303	$ 44,511,785	$ 62,036,357	$ 73,740,919	$ 66,998,125
REVENUES						
Taxes						
Sales taxes	$ 21,493,288	$ 27,713,897	$ 36,131,086	$ 35,328,866	$ 42,410,103	$ 33,245,000
Property taxes	4,328,202	4,639,955	5,106,339	4,998,023	5,190,863	4,600,000
Franchise taxes	51,390	55,333	53,575	54,561	54,575	663,500
Intergovernmental	1,947,156	1,947,069	1,992,104	2,497,322	3,064,707	1,831,650
Fines and forfeitures	223,321	215,889	197,352	175,831	188,749	160,500
Licenses and permits	422,794	770,437	881,248	598,581	1,339,209	706,750
Charges for services	1,324,849	3,062,032	4,983,128	2,101,693	2,347,312	1,756,600
Rents and royalties	54,054	54,054	69,707	36,339	35,852	133,200
Contributions	52,218	1,270,908	66,975	73,179	56,316	2,000
Investment earnings	651,683	55,265	186,010	1,498,851	2,471,293	1,500,000
Change in the fair value of investments	-	-	(917,530)	5,430	322,536	-
Other	512,562	-	-	17,766	16,632	250,000
TOTAL REVENUES	$ 31,061,517	$ 39,784,839	$ 48,749,994	$ 47,386,442	$ 57,498,147	$ 44,849,200
ADJUSTMENTS						
Sale of capital assets	$ 5,458	$ 21,204	$ 30,568	$ 16,370	$ -	$ -
Subscription-based IT arrangements	-	-	-	330,328	1,324,675	-
Transfers in	846,354	-	-	-	-	-
Transfers out	(324,620)	(360,569)	(361,148)	(435,021)	(501,597)	(2,751,650)
TOTAL OTHER FINANCING SOURCES (USES)	$ 55,490,775	$ 68,775,777	$ 92,931,199	$ 109,334,476	$ 132,062,144	$ 109,095,675
EXPENDITURES						
Current:						
General government	$ 7,500,493	$ 7,750,092	$ 7,672,146	$ 9,477,326	$ 10,380,197	$ 13,402,315
Public safety	10,681,259	10,793,631	9,675,640	11,362,639	13,467,425	14,284,650
Highways and streets	1,290,895	874,023	1,105,373	1,484,161	1,136,003	1,845,300
Culture and recreation	3,164,620	2,602,480	3,317,280	4,513,554	4,577,754	7,341,650
Economic development	1,090,113	1,492,553	1,514,864	1,087,317	1,584,795	1,776,800
Capital outlay	2,433,092	751,213	7,609,539	7,535,780	7,723,294	12,357,000
Principal retirement	-	-	-	129,903	373,415	-
Interest	-	-	-	2,877	19,059	-
TOTAL EXPENDITURES	$ 26,160,472	$ 24,263,992	$ 30,894,842	$ 35,593,557	$ 39,261,942	$ 51,007,715
FUND BALANCE AT END OF YEAR	**$ 29,330,303**	**$ 44,511,785**	**$ 62,036,357**	**$ 73,740,919**	**$ 92,800,202**	**$ 58,087,960**

(a) Reflects the City's budgeted figures for fiscal year 2024/25 which are unaudited and subject to change upon audit. These amounts are "forward looking" statements and should be considered with an abundance of caution.

APPENDIX C

FORM OF APPROVING LEGAL OPINION

[Closing Date]

Mayor and Council
City of Tolleson, Arizona

Re: City of Tolleson, Arizona General Obligation Bonds, Series 2025

We have examined copies of the proceedings of the Mayor and Council of the City of Tolleson, Arizona (the "City"), and other proofs submitted to us relative to the issuance of the captioned Bonds (the "Bonds"). In addition, we have examined such other proceedings, proofs, instruments, certificates and other documents as well as such other materials and such matters of law as we have deemed necessary or appropriate for the purposes of the opinion rendered herein below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

We are of the opinion that such proceedings and proofs show lawful authority for the sale and issuance of the Bonds pursuant to the Constitution and laws of the State of Arizona now in force and that the Bonds are valid and legally binding obligations of the City, all of the taxable property within which is subject to the levy of a tax without limitation as to rate or amount to pay the principal of and interest on the Bonds.

Under existing statutes, regulations, rulings and court decisions, subject to the reliance and assumption stated in the last sentence of this paragraph, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and interest on the Bonds is exempt from income taxation under the laws of the State of Arizona. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. In the case of the alternative minimum tax imposed by Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), on applicable corporations (as defined in Section 59(k) of the Code), interest on the Bonds is not excluded from the determination of adjusted financial statement income. (We express no opinion regarding other tax consequences resulting from the ownership, receipt or accrual of interest on, or disposition of, the Bonds.) The Code includes requirements which the City must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure of the City to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Mayor and Council of the City have resolved in Resolution No. ____, adopted by the Mayor and Council of the City on March 25, 2025, to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds. (Subject to the same limitations in the penultimate paragraph hereof, the City has full legal power and authority to comply with such covenants.) In rendering the opinion expressed above, we have assumed continuing compliance with the tax covenants referred to above that must be met after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal tax purposes.

The rights of the holders of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights. The enforcement of such rights may also be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion represents our legal judgment based upon our review of the law and the facts we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof, and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

$21,000,000*
CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2025

This Continuing Disclosure Undertaking (this "Undertaking") is executed and delivered by the City of Tolleson, Arizona (the "City"), in connection with the sale and issuance of $21,000,000* principal amount of City of Tolleson, Arizona General Obligation Bonds, Series 2025 (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Mayor and Council of the City on March 25, 2025 (the "Resolution"). The City covenants and agrees as follows:

1. Definitions. In addition to those defined hereinabove, the terms set forth below shall have the following meanings in this Undertaking, unless the context clearly otherwise requires:

"Annual Financial Information" means the financial information and operating data set forth in Exhibit I.

"Annual Financial Information Disclosure" means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

"Audited Financial Statements" means the audited financial statements of the City prepared pursuant to the standards and as described in Exhibit I.

"Commission" means the Securities and Exchange Commission.

"Dissemination Agent" means any agent designated as such in writing by the City and which has filed with the City a written acceptance of such designation, and such agent's successors and assigns.

"*EMMA*" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Final Official Statement"* means the Final Official Statement relating to the Bonds, dated ________, 2025.

"*Financial Obligation*" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*GAAP*" means generally accepted accounting principles, as applied to governmental units as modified by the laws of the State.

"*Listed Event*" means the events set forth in Exhibit II.

"*Listed Events Disclosure*" means dissemination of disclosure concerning a Listed Event as set forth in Section 5.

"MSRB" means the Municipal Securities Rulemaking Board.

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* *Subject to change.*

"Participating Underwriter" means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

"Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act.

"State" means the State of Arizona.

2. Purpose of this Undertaking. This Undertaking is executed and delivered by the City as of the date set forth below for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after such delivery of the Bonds.

3. CUSIP Numbers. The CUSIP Numbers of the Bonds are as follows:

CUSIP No. (Base 889498)	Maturity Date (July 1)

4. Annual Financial Information Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), through EMMA.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the City will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment is made to this Undertaking, the Annual Financial Information for the year in which such amendment is made shall contain a narrative description of the reasons for such amendment and its impact on the type of information being provided.

5. Listed Events Disclosure. Subject to Section 8 of this Undertaking, the City shall disseminate in a timely manner, but not more than ten (10) business days after the occurrence of the event, Listed Events Disclosure through EMMA. Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

6. Consequences of Failure of the City to Provide Information. The City shall give notice in a timely manner through EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the City to comply with any provision of this Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy available to such owners of the Bonds under this Undertaking in the event of any failure of the City to comply with this Undertaking shall be an action to compel performance.

7. Amendments; Waiver. Notwithstanding any other provision of this Undertaking, the City by certified resolution or ordinance authorizing such amendment or waiver, may amend this Undertaking, and any provision of this Undertaking may be waived only if:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted;

(b) This Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the City or by approving vote of the owners of the Bonds at the time of the amendment.

The Annual Financial Information containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying an accounting principle to be followed in preparing financial statements and such changes are material, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles in the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. If the accounting principles of the City change or the fiscal year of the City changes, the City shall file a notice of such change in the same manner as for a notice of Listed Event.

8. Non-Appropriation. The performance by the City of its obligations in this Undertaking shall be subject to the annual appropriation of any funds that may be necessary to permit such performance. In the event of a failure by the City to comply with its covenants under this Undertaking due to a failure to appropriate the necessary funds, the City covenants to provide prompt notice of such fact to the MSRB through EMMA, in a format prescribed by the MSRB.

9. Termination of Undertaking. This Undertaking shall be terminated hereunder if the City shall no longer have liability for any obligation on or relating to repayment of the Bonds under the Resolution.

10. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

11. Additional Information. Nothing in this Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Listed Event, in addition to that which is required by this Undertaking. If the City chooses to include any information from any document or notice of occurrence of a Listed Event in addition to that which is

specifically required by this Undertaking, the City shall have no obligation under this Undertaking to update such information or include it in any future Annual Financial Information Disclosure or Listed Events Disclosure.

12. Beneficiaries. This Undertaking has been executed in order to assist the Participating Underwriter in complying with the Rule; however, this Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

13. Recordkeeping. The City shall maintain records of all Annual Financial Information Disclosure and Listed Events Disclosure including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

14. Governing Law. This Undertaking shall be governed by the laws of the State.

DATED: [Closing Date]

CITY OF TOLLESON, ARIZONA

By..
Mayor

ATTEST:

....
City Clerk

APPROVED AS TO FORM:

....
City Attorney

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND
AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in Appendix B of the Final Official Statement in Table Nos. 7, 9, 10, and 15 (in each case, actual results for most recently completed fiscal year only).

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted through EMMA or filed with the Commission. If the information included by reference is contained in a final official statement, the final official statement must be available from the MSRB. The City shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be provided through EMMA by February 1 of each year, commencing February 1, 2026. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included, to be followed up by Audited Financial Statements within 30 days after availability to the City.

Audited Financial Statements will be prepared according to GAAP.

If any change is made to the Annual Financial Information as permitted by Section 4 of this Undertaking, the City will disseminate a notice of such change as required by Section 4, including changes in fiscal year or GAAP.

EXHIBIT II

EVENTS FOR WHICH LISTED EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations, in each case, with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to the rights of security holders, if material.
8. Bond calls, if material, or tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar events of the City, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

APPENDIX E

CITY OF TOLLESON, ARIZONA –
AUDITED ANNUAL FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

APPENDIX F

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial

Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

[$21,000,000]
CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION
BONDS, SERIES 2025

BOND PURCHASE AGREEMENT

April __, 2025

CITY OF TOLLESON, ARIZONA
c/o The Honorable Mayor and Council
Tolleson Civic Center
9055 W. Van Buren Street
Tolleson, Arizona 85353

The undersigned Stifel, Nicolaus & Company, Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the City of Tolleson, Arizona (the "Issuer"), a municipal corporation duly organized and validly existing under and pursuant to the laws of the State of Arizona (the "State" or "Arizona"), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined herein). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 11:59 P.M., Arizona Time, on the date hereof. If the Issuer accepts this Bond Purchase Agreement, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Bond Purchase Agreement upon written notice delivered by the Underwriter to the Issuer at any time before the Issuer accepts this Bond Purchase Agreement.

1. **Purchase and Sale.**

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to execute, sell and deliver to the Underwriter, all (but not less than all) of the [$21,000,000] aggregate principal amount of "City of Tolleson, Arizona General Obligation Bonds, Series 2025" (the "Bonds"), at the purchase price of $______________, representing the aggregate principal amount of the Bonds less an Underwriter's discount of $___________ [plus net original issue premium of $____________] [less net original issue discount of $_________]. The Underwriter intends to make an initial bona fide public offering of the Bonds at a price or prices (or at a yield or yields) described in the Schedule attached hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices (or yields) as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 4 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices (or yields greater than the yields) set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(b) The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Bond Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. **DESCRIPTION AND PURPOSE OF THE BONDS**.

(a) The Bonds have been authorized pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes and the Arizona Constitution (collectively, the "Act") and Resolution No. ____ adopted by the Mayor and Council of the Issuer on March 25, 2025 (the "Bond Resolution"). The Bonds shall be dated the date of delivery.

(b) The proceeds of the sale of the Bonds will be used to (i) pay the costs of the Project, and (ii) pay certain costs of execution and delivery of the Bonds.

(c) The Bonds will be issued and secured under the provisions of the Act and the Bond Resolution. The Bonds shall mature in the years, bear interest, produce the yields or prices and be subject to redemption at the times and in the amounts, all as set forth in the Schedule attached hereto.

3. **DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS**.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated March __, 2025, which, including the cover page, the inside front cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as defined herein) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Exchange Act ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, the inside front cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel (as defined herein) and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the "MSRB") and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Market Access system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the "SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Undertaking, to be dated the Closing Date (the "Undertaking"), of the Issuer, to provide annual financial information and notices of the occurrence of specified events. A description of the Undertaking is set forth in, and a form of such undertaking is attached as APPENDIX D - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" to, the Preliminary Official Statement and the Official Statement.

4. **ESTABLISHMENT OF ISSUE PRICE.**

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form of the Exhibit attached hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) [Except for the maturities set forth in the Schedule attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

[(c)][(d)] The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

[(d)][(e)] The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

[(e)][(f)] The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

[[(f)/(g)] Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of the Holding Period (as defined in the form of Issue Price Certificate attached as the Exhibit hereto) even if such date is prior to the Closing Date.]

5. **<u>ISSUER'S REPRESENTATIONS</u>**. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriter pursuant to the Bond Resolution and the Act, to levy, collect and receive ad valorem property taxes and make a pledge of such taxes for the payment of debt service on the Bonds, and to execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Undertaking, the Bond Registrar and Paying Agent Agreement with respect to the Bonds, to be dated as of ________ 1, 2025 (the "Bond Registrar and Paying Agent Agreement"), by and between the Issuer and ______________ (the "Paying Agent"), as such agent (collectively, the "Issuer Documents"), and the Bonds, and to perform and consummate all obligations and transactions required or contemplated by each of the Issuer Documents and the Official Statement.

(b) The Bond Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, sale and issuance of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Mayor and Council of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Bonds conform to the description thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when duly issued and authenticated in accordance with the Bond Resolution and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Bond Resolution and payable from the sources therein specified.

(d) The Issuer has executed and delivered or will execute and deliver on or before the Closing Date, each of the Issuer Documents. Each of the Issuer Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as the enforceability thereof may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "<u>Creditors' Rights Laws</u>"). Each of the Issuer Documents has been executed and delivered or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined herein), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Bond Resolution, the sale and execution and delivery of the Bonds and the execution and delivery of the Issuer Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Bond Resolution and the Issuer Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder and under the Issuer Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing and to the extent it may legally agree to do so pursuant to applicable law, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, 2024, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2024, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12, the information contained in the Preliminary Official Statement (excluding therefrom any information regarding DTC (as defined herein) and the information under the heading “UNDERWRITING,” as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom any information regarding DTC and the information under the heading “UNDERWRITING,” as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the “end of the underwriting period” as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the “underwriting period” shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds; (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Issuer Documents; (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Bond Resolution or the Act or any provision thereof or the application of the proceeds of the Bonds; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto; or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

6. **UNDERWRITER'S REPRESENTATIONS**. The Underwriter represents to and agrees with the Issuer that:

(a) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) This Bond Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Bond Purchase Agreement may be limited by application of Creditors' Rights Laws.

(c) The Underwriter is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

(d) The Underwriter and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Bond Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. **CLOSING**.

The date of the payment for and delivery of the Bonds (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the "Closing") shall be at 8:00 A.M., Arizona Time, on April __, 2025, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will cause to be delivered to the Underwriter, at the offices of Greenberg Traurig, LLP ("Bond Counsel"), or at such other place as the Underwriter and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (i) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds payable to the order of the Issuer, and (ii) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. **CONDITIONS PRECEDENT**.

The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its Bonds hereunder, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Bond Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Bond Resolution, the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Bonds, the Issuer Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the Official Statement by the time, and in the numbers, required by Section 3 of this Bond Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Bonds, the Issuer Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Bond Resolution, the Bonds or the Issuer Documents, as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the transcript of proceedings of the Issuer relating to the issuance of the Bonds, including, but not limited to, the following documents (in each case with only such changes as the Underwriter shall approve):

(i) The approving opinion of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix C to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(ii) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that:

(A) the Bond Resolution and the Issuer Documents have been duly authorized, executed and delivered by the Issuer and, assuming the due authorization, execution and delivery of the Bond Registrar and Paying Agent Agreement and this Purchase Agreement by the other parties thereto, are legal valid and binding obligations of the Issuer enforceable in accordance with their terms, subject to customary exceptions for Creditors' Rights Laws and subject to annual appropriation to provide for the costs of compliance therewith with respect to the Undertaking;

(B) The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover page thereof, under the headings entitled ["THE BONDS," "SECURITY AND SOURCES OF PAYMENT OF THE BONDS," "TAX EXEMPTION" and "CONTINUING DISCLOSURE" (excluding any statements about the Issuer's compliance with previous continuing disclosure undertakings) therein, in Appendices C and D thereto as it relates to the Bond Resolution and the Issuer Documents fairly and accurately summarizes the information which it purports to summarize and the information contained in "RELATIONSHIP AMONG PARTIES" relating to Bond Counsel] is correct in all material respects, and, based solely on Bond Counsel's participation in the transaction as Bond Counsel, nothing has come to the attention of Bond Counsel that would lead Bond Counsel to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Official Statement, as of its date and as of the date of such supplemental opinion, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement respecting DTC; and

(C) The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and the Bond Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(iii) The opinion of Ballard Spahr LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(iv) A certificate, dated the Closing Date, signed by an authorized officer of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Bonds and the Issuer Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement and the Official Statement no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or any Issuer Document or the levy, collection and pledge of *ad valorem* property taxes as described in the Bond Resolution imposed and levied or to be imposed and levied to pay debt service with respect to the Bonds, or the imposition thereof, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, or the Bonds or any Issuer Document; (d) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by such authorized officer; (e) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of any information in the Preliminary Official Statement or the Official Statement regarding DTC and the information under the heading "UNDERWRITING"; (f) the financial statements of the Issuer as of June 30, 2024, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth; (g) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2024, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2024, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Preliminary Official Statement and the Official Statement; and (h) the Issuer has complied with all agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing

(v) Executed or certified copies of each of the Issuer Documents;

(vi) A tax certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

(vii) A certified copy of the Bond Resolution;

(viii) Specimen Bonds;

(ix) A counterpart original of the Official Statement manually executed on behalf of the Issuer by an authorized officer of the Issuer;

(x) Evidence satisfactory to the Underwriter that S&P Global Ratings, a division of Standard & Poor's Financial Services LLC has assigned a rating for the Bonds of "__" (the "Rating"), and that the Rating is then in effect;

(xi) Evidence that the Issuer has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(xii) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(xiii) A copy of the Issuer's executed Blanket Letter of Representation to DTC; and

(xiv) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel to the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

9. **TERMINATION**.

If the Issuer shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Bond Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each hereinafter referred to as a "Termination Event"):

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(F) any rating on general obligation bonds of the Issuer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(ii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(iii) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(iv) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(v) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(vi) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the offering, sale or issuance of the Bonds, including the underlying obligations as contemplated by this Bond Purchase Agreement or by the Official Statement, or any document relating to the offering, sale or issuance of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

(b) Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability.

10. **AMENDMENTS TO OFFICIAL STATEMENT**.

During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the "end of the underwriting period" (as defined in Rule 15c2-12) the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel to the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this Section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. **EXPENSES.**

(a) Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Bonds are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Bonds or from other funds of the Issuer, the following expenses: (i) the cost of preparing, duplicating or printing, mailing and delivering the Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (ii) the cost of preparation and printing of the definitive Bonds; (iii) the fees and expenses of the Issuer, the Paying Agent, Bond Counsel, counsel to the Underwriter, and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (iv) the charges of any rating agency with respect to the Bonds; (v) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Bonds, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (vi) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Bonds. The Issuer has authorized, and does hereby authorize, the Underwriter to pay certain of such expenses on behalf of the Issuer from proceeds of the Bonds at Closing as further described in the closing memorandum relating to the Bonds.

(b) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

(c) Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

12. **USE OF DOCUMENTS**.

The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Issuer Documents, and the information contained herein and therein.

13. **QUALIFICATION OF SECURITIES**.

The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; *provided*, *however*, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. **NOTICES.**

Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing to City of Tolleson, Tolleson Civic Center, 9055 W. Van Buren Street, Tolleson, Arizona 85353, Attention: City Manager, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016
Attention: Mark Reader, Managing Director

15. **BENEFIT**.

This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Bond Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Bond Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 11 hereof shall remain in full force and effect notwithstanding the termination of this Bond Purchase Agreement under Section 9 hereof).

16. **GOVERNING LAW**. THIS BOND PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA.

17. **WAIVER OF JURY TRIAL**. THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS BOND PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. **MISCELLANEOUS**.

(a) This Bond Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Bond Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Bond Purchase Agreement. The parties to this Bond Purchase Agreement declared they would have executed this Bond Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Bond Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Bond Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Bond Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(c) This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(d) To the extent applicable by provision of law, this Bond Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein by this reference.

(e) The electronic signature of a party to this Bond Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this

Bond Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Underwriter; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

....
Mark Reader, Managing Director

Approved and Agreed to: April __, 2025, at ____ P.M.

CITY OF TOLLESON, ARIZONA

By..
Printed Name: ....
Title: ....

[Signature page to Bond Purchase Agreement]

SCHEDULE

[$21,000,000]
CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2025

Maturity Dates (July 1)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 1, 203_.

Optional Redemption. The Bonds maturing before or on July 1, 203_, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 1, 203_, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 1, 203_, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Bonds maturing on July 1, 204_, will be redeemed on July 1 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Bonds Maturing July 1, 204_

Redemption Date (July 1)	Principal Amount
20__ (maturity)	

EXHIBIT

FORM OF ISSUE PRICE CERTIFICATE

$21,000,000
CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2025

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned Bonds (the "Bonds").

1. Bond Purchase Agreement. On April __, 2025 (the "Sale Date"), Stifel and City of Tolleson, Arizona (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Contract") in connection with the sale of the Bonds. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the __________ Maturities] of the Bonds, the first price or prices at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities**] [** With respect to each of the __________ Maturities of the Bonds:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means City of Tolleson, Arizona.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May __, 2025.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: ______________________________
Mark Reader

By: ______________________________
[underwriter]

Dated: April __, 2025

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP (July 1)	**Coupon**	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

The aggregate issue price of all maturities of the Bonds is $__________.

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	**Coupon**	**Par Amount**	**Offering Prices**

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE

[$21,000,000]
CITY OF TOLLESON, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2025

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned Bonds (the "Bonds").

1. Issue Price.

(a) Stifel sold at least 10% of the _______ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the ______ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on the Exhibit attached hereto.

2. Defined Terms.

(a) *Issuer* means City of Tolleson, Arizona.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [closing date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:________________________________
Mark Reader

By:________________________________
[underwriter]

Dated: April __, 2025

EXHIBIT
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**

GENERAL OBLIGATION BONDS 2025

March 25, 2025

Background

- November 3, 2020 – voters approved bond election for $21M of GO Bonds to construct an Aquatic Facility.
- The City has purchased land and entered into a design contract for the facility.
- Toal budget is now estimated at $32M.
- Additional funding will come from a $1M private donation and $10M of fund balance from the general fund.
- Stifel Nicolaus & Company will serve as underwriter for the bonds.

Discussion

- Resolution provides for the sale and issuance of the series 2025 bonds
- Approves agreements and documents necessary to issue bonds
- Delegates authority to the City Manager and CFO to determine terms, rates and maturities of the bonds.
- Authorizes and ratifies all other actions taken to consummate the sale and issuance of the bonds.

Discussion – Documents approved

- Preliminary Official Statement – Offering document to potential investors. Includes general description of the bonds, sources and uses of funds, estimated debt service requirements among other financial data.
- Continuing Disclosure Agreement – Outlines the City's responsibilities to provide ongoing financial information, and notice of certain financial events for the life of the bonds.
- Bond Purchase Agreement – Agreement with Stifel, acting as underwriter, to purchase the bonds from the City
- Bond Registrar and Paying Agent Agreement – An agreement to help facilitate a registration of bond ownership and payment to bond holders.

Discussion – Delegation

- Delegates authority to the City Manager and CFO to determine:
  - Date and principal amount of the bonds (not to exceed $21M)
  - Maturity dates (not to exceed 25 years)
  - Interest rates, based on bids from investors (not to exceed 8%)
  - Call dates
  - Sales date, price and closing costs

Discussion – Budget

- Bonds have been programmed into the Budget for 2 years.
- Repayment source is Secondary Property Taxes.
- The Combined Property Tax Rate (primary and secondary) will not increase in FY 26 as a result of the issuance of the bonds.
- Current year rate – $2.6796
- FY 2026 projected rate - $2.6760

Recommendation

Staff recommends the Mayor and Council adopt Resolution 2597, providing for the sale and issuance of $21M of General Obligation bonds for the design and construction of the Aquatic Center.

Questions?

Item Number: I.3.

CITY COUNCIL REPORT

SUBJECT: Ordinance No. 616 N.S. - Prohibiting Camping (Anti-Camping Ordinance)
MEETING DATE: March 25, 2025

TO: Mayor and Council
FROM: Rudy Mendoza, Public Safety Director/Police Chief
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The purpose of the "Anti-Camping Ordinance" is to promote public health, safety, and welfare by regulating camping on public property to ensure safe and accessible public spaces for all.

BACKGROUND:
On 09-09-2014, City Council passed Ordinance 545 NS - "Urban Camping". Ordinance No. 616 N.S. - Prohibiting Camping (Anti-Camping Ordinance) will replace and add additional language to the previously passed ordinance.

DISCUSSION:
Ordinance No. 616 N.S. - Prohibiting Camping (Anti-Camping Ordinance) is to be used to promote public health, safety, and welfare by regulating camping on public property to ensure safe and accessible public spaces for all. It prohibits camping in public areas as well as 500 feet away from any parcel where a school, child care facility, shelter, or city park is located. It provided clear directions on how to handle abandoned camp paraphernalia. It makes any violation of this ordinance a class one misdemeanor subject to the penalties prescribed in 1-8-1 of the Tolleson City Code.

BUDGET IMPACT:
This item has no additional budget impact.

RECOMMENDATION:
Staff recommends the City Council adopt Ordinance No. 616 N.S.

ATTACHMENTS:
1. Ord 616 N.S. Prohibiting Camping in Designated Public Areas and Providing Penalties for Violations 03 25 25

ORDINANCE NO. 616 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, PROHIBITING CAMPING IN DESIGNATED PUBLIC AREAS AND PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, public places in the City of Tolleson (the "City"), including public parks, provide common areas for residents of the community and non-residents to meet, relax, and take part in recreational, cultural, social, and other activities; and

WHEREAS, it is the responsibility of the City and, in the best interests of residents of the community and nonresidents, to ensure that public streets, sidewalks, parks, and other public places are made readily accessible to the public; and

WHEREAS, in furtherance of protecting these public areas, it is in the best interests of the City to prohibit the use of certain public areas for urban camping and the storage of personal property, other than those for which the property was designed; and

WHEREAS, the City has experienced an influx of individuals camping on public property and desires to impose reasonable regulations to regulate the time, place, and manner of camping in City limits to protect public health, safety, and sanitation and allow tools to prevent and address public nuisances.

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

Section 1. Title and Purpose.

This ordinance shall be known and referred to as the "Anti-Camping Ordinance." Its purpose is to promote public health, safety, and welfare by regulating camping on public property to ensure safe and accessible public spaces for all.

Section 2. Definitions.

For the purposes of this ordinance, the following definitions apply:

- Camping: Using real property in the City for living accommodation purposes such as sleeping activities, making preparations to sleep (including laying down bedding), storing personal belongings, making a fire, using tents or shelters or other structures or vehicles for sleeping, doing any digging or earth breaking, or carrying on cooking activities. These activities constitute camping when it reasonably appears, in light of all the circumstances, that the participants are using the area for living accommodation purposes, regardless of intent or the nature of other activities.

- Camp Paraphernalia: Includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.
- Child Care Facility: As defined in Section 36-881(3), Arizona Revised Statutes.
- Public Park: A park, parkway, trail, recreational area, playground, or open space area established, maintained, or administered by the city.
- Public Street: All public streets and highways, public sidewalks, public benches, public walls, public parking lots, and public parking structures.
- Public Place: Any and all public plazas, including city hall, city facilities, schools, attractions, monuments, and any improved or unimproved public area.
- Reasonable Notice: Includes actual or constructive notice that certain conduct is prohibited and may be accomplished by reasonable posting or verbal notice provided by a law enforcement officer.
- School: A place of general instruction, including public and parochial schools, charter schools, institutions of higher education, and private educational institutions offering a curriculum comparable to public schools.
- Shelter: A facility or outdoor space primarily intended to provide free or low-cost temporary or transitional living accommodations or camping to homeless persons.

Section 3. Prohibited Acts.

A. It shall be unlawful for any person to camp in or on any public street, alley, sidewalk, rights-of-way, park, preserve, or other public ground owned, possessed, or controlled by the City, except as permitted under subsection 5 herein.

B. It shall be unlawful for any person to camp on or within 500 feet of any parcel where a school, child care facility, shelter, or City park is located if reasonable notice of the camping prohibition is provided, except as permitted under subsection 5 herein.

Section 4. Abandoned Camp Paraphernalia.

A. Any camp paraphernalia left unattended within or adjacent to a public park, public street, or public place shall be confiscated and held by the police department.

B. The police department will make reasonable attempts to locate and notify the owner. If the owner fails to claim the confiscated camp paraphernalia within 30 days of confiscation, the paraphernalia will be deemed abandoned and disposed of by the police department.

Section 5. Exceptions and Permits.

The Parks and Recreation Director, in accordance with established procedures, may issue special use permits or reservations authorizing youth organizations or other approved groups to camp or park vehicles overnight in a park or preserve. Nothing in this section shall prohibit camping or overnight parking sponsored by the City.

Section 6. Providing for Penalties.

A. Violations of any provision of this article are a class 1 misdemeanor subject to the penalties prescribed in § 1-1-8 of this code.

B. Consistent with Arizona Revised Statutes § 13-717, in addition to or in lieu of any sentence imposed, the court may require community restitution or order a term of education or treatment.

Section 7. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 8. Effective Date.

This ordinance shall become effective 30 days after its adoption by the City Council and publication as required by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona this 25th day of March, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: _______________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _______________________________________
Justin Pierce, City Attorney

I, CRYSTAL ZAMORA, CITY CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF ORDINANCE NO. 616 N.S. ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TOLLESON ON THE 25TH DAY OF MARCH, 2025, WAS POSTED IN CITY CIVIC CENTER AND ON THE CITY'S WEBSITE, ON THE 26TH DAY OF MARCH, 2025.

____
Crystal Zamora, City Clerk

Item Number: I.4.

CITY COUNCIL REPORT

SUBJECT: Ordinance No. 617 N.S. - prohibits the unauthorized deprivation or possession of shopping carts.

MEETING DATE: March 25, 2025

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

To establish prohibitions against the unauthorized deprivation or possession of shopping carts and penalties for any violations of this ordinance.

BACKGROUND:

There has not been a clearly established City Ordinance that deals with unauthorized use of shopping carts. Shopping carts are often taken from stores and used for personal use to move personal items from location to location.

DISCUSSION:

Ordinance No. 617 N.S. gives Police Department employees the ability to deter people from taking and using shopping carts without authorization from the owner.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends adoption of Ordinance No 617 N.S.

ATTACHMENTS:

1. Ord 617 N.S. Prohibiting the Unauthorized Removal, Possession, or Alteration of Shopping Carts and Providing Penalties for Violations 03 25 25

ORDINANCE NO. 617 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, PROHIBITING THE UNAUTHORIZED REMOVAL, POSSESSION, OR ALTERATION OF SHOPPING CARTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Tolleson, Arizona (the "City"), desires to regulate the unauthorized removal and possession of shopping carts to maintain clean and orderly public spaces; and

WHEREAS, abandoned and misused shopping carts create safety hazards, obstruct pedestrian and vehicular traffic, and contribute to urban blight; and

WHEREAS, it is in the best interests of the City to prohibit the unauthorized removal, possession, or tampering with shopping carts while establishing procedures for retrieval and enforcement.

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

Section 1. Prohibitions.

A. A person shall not do any of the following with the intent to temporarily or permanently deprive the owner or retailer of possession of a shopping cart:

1. Remove a shopping cart from the premises or parking area of a retail establishment.

2. Be in possession of any shopping cart that has been removed from the premises or parking area of a retail establishment.

3. Be in possession of any shopping cart with the serial numbers removed, obliterated or altered.

4. Leave or abandon a shopping cart at a location other than the premises or parking area of the retail establishment.

5. Alter, convert or tamper with a shopping cart, remove any part or portion of a shopping cart or remove, obliterate or alter serial numbers, the name of the owner, or any restrictive device on a shopping cart.

6. Be in possession of any shopping cart while that shopping cart is not located on the premises or parking area of a retail establishment.

B. Subsection A applies if a shopping cart has a sign permanently affixed to it that identifies the owner of the cart or retailer, or both, notifies the public of the procedure to be used for authorized removal of the cart from the premises, notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment or the unauthorized possession of the cart is a violation of law and lists a valid telephone number and address for returning the cart removed from the premises or parking area to the owner or retailer.

C. This section does not apply to the owner of a shopping cart or to a retailer or a retailer's agents or employees or to a customer of a retail establishment who has written consent from the owner of a shopping cart or a retailer to be in possession of the shopping cart or to remove the shopping cart from the premises or the parking area of the retail establishment or to do any of the acts specified in subsection A.

D. In any civil proceeding, any shopping cart that has a sign affixed to it pursuant to this section establishes a rebuttable presumption affecting the burden of producing evidence that the property is that of the person or business named in the sign and not abandoned by the person or business named in the sign. In any criminal proceeding, it may be inferred that any shopping cart that has a sign affixed to it pursuant to this section is the property of the person or business named on the sign and has not been abandoned by the person or business named on the sign.

Section 2. Providing for Penalties.

A. Violations of any provision of this article are a class 1 misdemeanor subject to the penalties prescribed in § 1-1-8 of this code.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. Effective Date.

This ordinance shall become effective 30 days after its adoption by the City Council and publication as required by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona this 25th day of March, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ______________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ______________________________________
Justin Pierce, City Attorney

I, CRYSTAL ZAMORA, CITY CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF ORDINANCE NO. 616 N.S. ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TOLLESON ON THE 25TH DAY OF MARCH, 2025, WAS POSTED IN CITY CIVIC CENTER AND ON THE CITY'S WEBSITE, ON THE 26TH DAY OF MARCH, 2025.

____
Crystal Zamora, City Clerk

2ND QUARTER FY 2025

March 25, 2025

GENERAL FUND REVENUE, DECEMBER 31, 2024

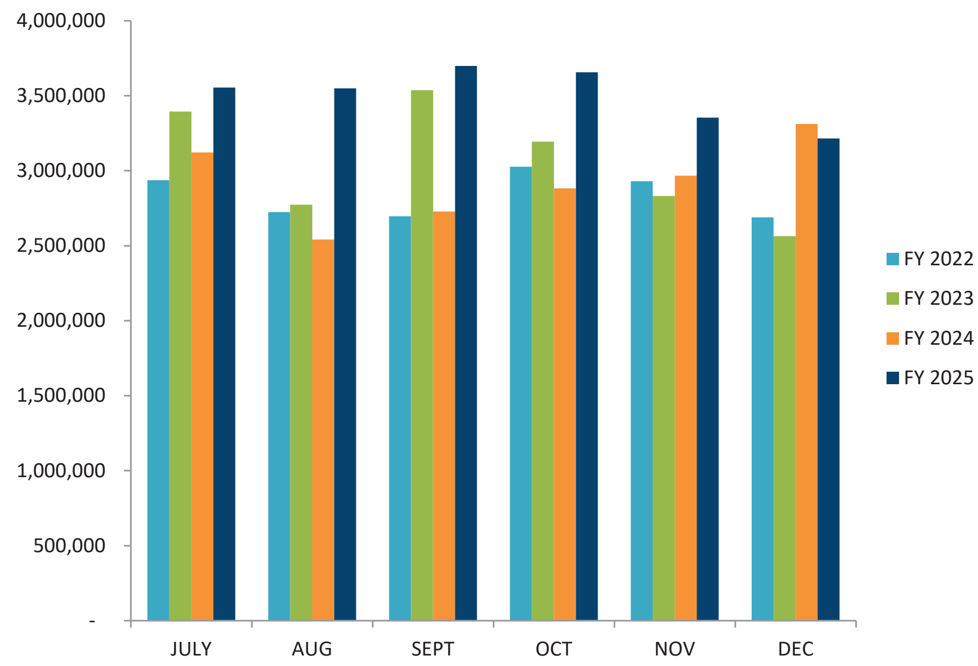
Revenue	Budget	Actual	% Collected
Taxes	38,508,500	19,960,489	51.83%
Intergovernmental	2,743,800	1,364,574	49.73%
License & Permits	706,750	242,670	34.34%
Charges for Services	2,141,800	1,476,290	68.93%
Interest	1,500,000	1,161,616	77.44%
Miscellaneous (T/O)	-751,650	3,083,957	410.30%
Total	44,849,200	27,289,596	60.85%

TOTAL REVENUE BY FUND
DECEMBER 30, 2024

Fund	Budget	Actual	% Collected
General	44,849,200	27,289,596	60.8%
Public Safety Tax	8,105,000	3,349,682	41.3%
HURF	860,000	407,728	47.4%
Water	8,545,300	5,162,958	60.4%
Sanitation	464,800	227,250	48.9%
Wastewater	23,561,175	4,795,664	20.4%

GENERAL FUND CITY SALES TAX – THRU DECEMBER 2024

	FY 2022	FY 2023	FY 2024	FY 2025
JULY	2,936,705	3,395,170	3,121,600	3,554,254
AUG	2,724,416	2,773,384	2,541,375	3,549,973
SEPT	2,696,386	3,537,234	2,727,546	3,699,349
OCT	3,027,823	3,193,633	2,883,025	3,657,130
NOV	2,930,168	2,832,396	2,967,856	3,355,292
DEC	2,689,366	2,563,764	3,311,352	3,215,147
TOTAL	17,004,864	18,295,581	17,552,754	21,031,145



GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2024

Org	Department	Budget	Expenditures	% of Budget
1010	Mayor & Council	882,500	486,666	55.1%
2020	City Management	569,465	263,229	47.2%
3030	Public Affairs	925,250	432,733	47.5%
1141	Housing Services	873,450	143,006	16.4%
4040	City Clerk	438,450	237,551	55.3%
5050	Employee Resources	1,014,500	499,196	50.1%
6060	City Magistrate	274,150	129,232	47.2%
6061	Court Administration	601,600	217,120	37.3%
2154	City Prosecutor	108,000	35,625	33.6%
7070	Finance	1,846,250	1,071,510	58.0%
8100	Information Technology	1,944,400	975,249	51.3%
2150	Police Administration	1,110,050	391,149	36.2%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2024

Org	Department	Budget	Expenditures	% of Budget
2151	Police Support Services	2,380,200	973,966	41.2%
2153	Police Field Operations	4,260,950	1,685,963	40.7%
9110	Library	1,669,200	718,603	43.1%
3160	Fire Administration	1,203,600	401,247	33.9%
3161	Fire Operations	4,132,600	1,769,787	43.2%
4165	Emergency Preparedness	470,500	135,157	29.9%
0130	Aquatics Center	1,525,000	8,348	0.5%
0120	Field Operations Vehicles	640,400	269,773	42.1%
0121	Field Operations – Grounds	485,700	173,467	36.8%
0122	Field Operations – Building	1,650,600	715,528	44.0%
5170	Building Inspection	618,750	268,204	44.2%
5123	Streets	1,395,300	455,370	36.7%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2024

Org	Department	Budget	Expenditures	% of Budget
5124	Transportation	450,000	127,819	29.7%
1140	Human Services	1,086,600	288,110	28.7%
3031	Nonprofit	62,000	6,000	9.7%
6180	Recreation	2,250,100	711,305	32.0%
6181	Teen Council	225,150	74,068	32.6%
6182	City Promotion	631,450	224,328	36.4%
5171	Economic Development	1,234,350	280,421	23.1%
5172	Planning and Engineering	542,450	202,020	38.7%
1145	Employee Development	107,000	48,547	45.3%
0904	CIP - Aquatic Center	1,000,000	125,870	12.6%
5908	CIP - City Hall	250,000	64,271	26.4%
9910	CIP – Library	85,000	28,217	33.2%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2024

Org	Department	Budget	Expenditures	% of Budget
5906	CIP – Economic Development	7,425,000	267,076	4.6%
7901	CIP - Finance	800,000	74,505	9.9%
8902	CIP – Information Technology	160,000	37,740	24.3%
0903	CIP – Field Operations	320,000	122,682	39.1%
1905	CIP – Comm/Senior Center	57,000	0	0.0%
6907	CIP - Parks	260,000	4,912	2.0%
7080	Contingency	2,000,000	0	0.0%
	Total	51,007,715	15,296,638	30.3%

OTHER FUND EXPENDITURE BY DEPARTMENT THRU 9/30/2024

Fund	Budget	Expenditures	% of Budget
HURF	1,370,000	168,415	13.2%
Grants	53,358,720	1,164,772	3.1%
Public Safety Sales Tax	9,161,000	3,054,408	34.8%
CIP – Aquatic Center	21,000,000	0	0.0%
Debt Service	6,335,145	292,180	5.0%
Water	18,684,200	3,806,066	21.2%
Sanitation	498,100	240,053	49.0%
WWTP	28,718,000	4,180,127	15.7%
Sewer	6,420,200	584,599	9.1%
Other	1,511,034	78,398	6.7%
Total	198,064,114	28,866,156	15.3%

Key Take-Aways

- FY 2025 revenues are projecting to exceed budget.
- FY 2025 expenditures are projecting to be below budget.

Questions?

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Sales Tax	1190-40001	32,400,660	42,410,103	33,245,000	17,464,276	37,500,000	
Property Tax	1190-40101	4,572,000	4,545,442	4,600,000	2,456,398	4,948,000	
Prior Year Property Tax	1190-40102	-	(46,559)	-	12,853	-	
In-Lieu Tax	1190-40103	601,500	691,980	621,500	626,212	621,500	
Franchise Tax	1190-40201	50,000	54,575	42,000	5,291	42,000	
Urban Revenue Sharing	1190-40500	1,314,000	1,923,309	1,314,000	762,949	1,200,000	
State Sales Tax	1190-40505	1,207,000	1,093,578	1,200,000	486,435	1,166,000	
E-Rate	1190-40510	-	16,632	16,000	16,470	16,000	
LTAF (Lottery)	1190-40515	18,300	18,332	18,300	-	18,300	
AZ Prop 302	1190-40516	-	29,488	35,000	14,138	35,000	
Court Overpayments	1190-42001	-	64	-	-	-	
Traffic Fines	1190-42002	125,000	163,894	158,500	80,843	161,000	
Library Fines	1190-42003	-	7,254	2,000	3,282	2,000	
Business Licenses	1190-43001	72,000	75,493	79,000	39,084	79,000	
Building Permits	1190-43005	500,000	791,841	400,000	160,643	375,000	
Adult Day Care	1190-43201	96,100	-	189,750	-	189,750	
Zoning Fees	1190-43202	90,000	61,600	15,000	23,150	15,000	
Police Fees	1190-43203	3,000	5,491	2,000	4,228	2,000	
Defensive Driving School	1190-43204	22,000	17,646	21,000	15,625	24,000	
Recreation Fees	1190-43205	40,000	89,861	50,000	35,220	55,000	
Tohono O'Odham	1190-43210	327,600	454,338	327,600	240,678	360,000	
El Mirage	1190-43215	1,126,000	1,176,082	1,126,000	524,189	1,201,000	
Building Plan Review Fees	1190-43220	303,000	471,875	253,000	106,621	206,000	
Electronic Billboard	1190-43221	90,000	90,000	90,000	45,000	90,000	
Miscellaneous Revenue	1190-43223	200,000	383,714	250,000	499,296	250,000	
Returned Check Fees	1190-43225	-	-	-	-	-	
Land Lease	1190-43801	43,200	(37,563)	43,200	45,600	43,200	
GASB 87 Lease Revenue	1190-43805	-	73,415	-	-	-	
GASB 87 Interest Revenue	1190-43806	-	12,147	-	-	-	
Contributions and Donations	1190-44200	-	56,316	2,000	17,208	2,000	
Investment Earnings LGIP	1190-44310	500,000	1,330,088	1,000,000	313,331	750,000	
Investment Earnings PFM	1190-44320	500,000	1,109,884	500,000	708,219	1,000,000	
Gain/Loss PFM	1190-44330	-	322,537	-	521,607	-	
Sale of Capital Assets	1190-45010	5,000	-	-	2,790,858	-	
SBITA Financing	1190-45020	-	1,324,675	-	-	-	
Transfer-In	1190-70001	-	-	-	-	-	
Transfer-out	1190-70002	(740,000)	(501,597)	(751,650)	(228,508)	(700,700)	
Total General fund		43,466,360	58,215,936	44,849,200	27,791,195	49,651,050	11%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Highway User Gas Tax	2290-40520	509,000	560,662	515,000	226,895	560,000	
Vehicle License Tax	2290-40525	310,000	376,427	330,000	170,506	370,000	
MISCELLANEOUS REVENUE	2290-43223	-	-	-	-	-	
Investment Earnings LGIP	2290-44310	17,500	26,911	15,000	7,137	15,000	
TRANSFER-IN	2290-70001	-	-	-	-	-	
Total HURF		836,500	963,999	860,000	404,538	945,000	10%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Impound Fine	2590-42004	17,000	11,104	9,000	8,400	9,000	
Investment Earnings LGIP	2590-44310	-	3,368	1,000	543	1,000	
TRANSFER-IN	2590-70001	-	-	-	-	-	
Total Impound Fund		17,000	14,472	10,000	8,943	10,000	0%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Sales Tax	2690-40001	8,000,000	7,915,038	7,685,000	2,488,795	7,885,000	
Smart and Safe AZ Tax	2690-40002	150,000	157,795	150,000	85,345	150,000	
Miscellaneous Revenue	2690-43223	-	-	-	(1,087)	-	
Prisoner Revenue	2690-43224	10,000	28,450	20,000	14,536	20,000	
Investment Earnings LGIP	2690-44310	200,000	295,585	75,000	61,891	75,000	
Investment Earnings PFM	2690-44320	-	75,397	175,000	68,929	175,000	
Gain/Loss PFM	2690-44330	-	(50,766)	-	50,766	-	
Transfer-In	2690-70001	-	-	-	-	-	
Total Public Safety		8,360,000	8,421,499	8,105,000	2,769,175	8,305,000	2%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Time Payment Fee	2990-42006	2,500	4,410	4,000	1,934	4,000	
Fill The Gap	2990-42007	4,800	2,019	3,000	1,178	3,000	
Fare Distributions	2990-42008	1,500	-	1,000	-	1,000	
Administrative Surcharge	2990-43222	50,000	68,580	60,000	30,026	60,000	
Investment Earnings LGIP	2990-44310	8,000	15,806	10,000	5,120	10,000	
Total		66,800	90,815	78,000	38,258	78,000	0%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Pedestrian Bridge	3190-41007	4,000,000	-	4,000,000	-	4,000,000	
Homeland Security	3190-41008	69,720	5,134	90,000	-	-	
FEMA PA Grant	3190-41009	-	37,680	-	-	-	
Gov Office Hwy Safety-Police	3190-41013	32,000	18,661	32,000	4,900	53,629	
Well Site #9	3190-41021	1,950,000	-	1,950,000	-	1,950,000	
WasteWater Dist Replacement	3190-41022	4,500,000	-	4,500,000	-	4,500,000	
Infrastructure Upgrade Well 8	3190-41023	3,634,000	-	3,634,000	-	3,634,000	
Well Site #1	3190-41024	3,173,000	-	3,173,000	-	3,173,000	
Federal Appropriations	3190-41027	9,500,000	-	9,500,000	-	12,500,000	
ARPA Housing	3190-41028	1,000,000	227,146	1,000,000	239,224	325,000	
91st Ave Connector Federal	3190-41030	-	-	25,000,000	-	25,000,000	
Brownfields Assessment	3190-41035	-	6,502	500,000	18,246	440,000	
SS4A Grant	3190-41036	-	-	-	-	-	
Adult Day Care	3190-43201	-	173,392	-	98,250	199,700	
Transfer-In	3190-70001	-	-	-	-	-	
Total Fed Grants		27,858,720	468,514	53,379,000	360,619	55,775,329	4%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
AAA MSCO	3290-41500	12,000	8,093	12,000	6,000	12,000	
AAA Congregate Meals	3290-41501	79,847	75,430	79,847	39,918	79,847	
AAA Transportation	3290-41502	38,866	37,093	38,866	19,428	38,866	
AAA Home Delivered Meals	3290-41503	37,465	33,251	37,465	18,732	37,465	
AAA Congregate Meals Proj Inc	3290-41504	15,100	17,087	15,100	7,997	16,000	
AAA Transportation Proj Inc	3290-41505	829	880	850	360	750	
AAA Home Deliv Meals Proj Inc	3290-41506	1,064	1,311	1,200	488	1,000	
AAA In Kind Svcs MSCO	3290-41507	21,498	28,019	28,019	14,003	28,019	
AAA In Kind Svcs Cong Meals	3290-41508	8,541	10,541	10,541	5,264	10,541	
AAA In Kind Svcs HD Meals	3290-41509	3,315	4,166	4,166	2,078	4,166	
Miscellaneous Revenue	3290-43223	-	-	-	-	-	
AAA MSCO Operating Transfer In	3290-70010	211,571	159,761	216,300	77,859	245,600	
AAA Congregate Transfer In	3290-70011	184,103	118,378	197,631	48,790	387,081	
AAA Transportation Transfer In	3290-70012	79,625	50,922	94,984	28,636	87,084	
AAA Home Delivered Transfer In	3290-70013	225,400	172,536	242,735	73,223	309,635	
Total AAA Grants		919,224	717,468	979,704	342,775	1,258,054	28%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Opioid - Distributor	3590-40530	-	13,864	13,877	13,877	13,877	
Opioid - Janssen	3590-40531	-	9,008	15,683	15,683	16,862	
Opioid - Mallinckrodt	3590-40532	-	3,745	-	-	-	
Opioid - Allergan	3590-40533	-	4,929	-	4,988	4,769	
Opioid - CVS	3590-40534	-	4,567	-	3,438	8,232	
Opioid - Teva	3590-40535	-	4,207	-	4,309	4,001	
Opioid - Walgreens	3590-40536	-	11,539	-	-	3,270	
Opioid - Walmart	3590-40537	-	46,547	-	-	419	
Opioid - McKinsey	3590-40538	-	-	-	6,756	-	
Opioid - Endo	3590-40539	-	-	-	6,555	-	
Opioid - Interest Earnings	3590-40550	-	-	-	239	-	
High School Safety	3590-41001	245,780	139,204	264,800	88,354	264,800	
Elementary School SRO	3590-41002	108,330	93,743	108,330	54,160	108,330	
MAG	3590-41003	-	-	-	-	-	
Indian Gaming	3590-41004	-	-	-	-	50,000	
91st Ave Connector State	3590-41006	25,000,000	-	-	-	-	
AZ Wildfire	3590-41026	-	6,770	10,000	11,086	50,000	
Wildland Truck Deployment	3590-41031	-	-	-	12,152	150,000	
AZ 911 Grant Program	3590-41037	-	-	-	176,250	100,000	
Gonzales Elementary	3590-41099	-	-	-	-	-	
Total		25,354,110	338,124	412,690	397,847	774,560	88%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Property Tax	4090-40101	-	-	-	946,760	-	
Sales Tax	4290-40001	626,000	625,884	626,000	206,800	626,500	
Investment Earnings Checking	4290-44301	-	517	-	892	-	
Property Tax	4390-40101	410,000	378,361	381,000	200,536	381,000	
Transfer-In	4390-70001	-	3,414	-	-	-	
Property Tax	4490-40101	409,000	378,361	-	-	-	
Investment Earnings LGIP	4490-44310	-	612	-	-	-	
Transfer-In	4490-70001	-	474	-	-	-	
Property Tax	4590-40101	406,000	474	322,000	169,684	418,000	
Investment Earnings LGIP	4590-44310	-	612	-	-	-	
Transfer-out	4590-70002	-	(39,613)	-	-	-	
Property Tax	4690-40101	1,192,000	1,102,467	-	-	-	
Investment Earnings LGIP	4690-44310	-	3,814	-	-	-	
Transfer-In	4690-70001	-	26,421	-	-	-	
Transfer-out	4690-70002	-	(6)	-	-	-	
Property Tax	4790-40101	201,000	185,919	2,023,000	117,622	1,974,000	
Investment Earnings LGIP	4790-44310	-	934	-	-	-	
Property Tax	4890-40101	39,400	-	47,000	25,067	38,000	
Investment Earnings LGIP	4890-44310	-	0	-	-	-	
Property Tax	4990-40101	874,000	805,649	885,000	468,559	971,000	
Investment Earnings LGIP	4990-44310	-	98	-	-	-	
Transfer-In	4990-70001	-	9,310	-	-	-	
Total Debt Service		4,157,400	3,483,702	4,284,000	2,135,919	4,408,500	3%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Investment Earnings LGIP	5190-44310	-	-	-	-	-	
INVESTMENT EARNINGS PFM	5190-44320	-	-	-	-	-	
Bond Proceeds	5190-45001	21,000,000	-	21,000,000	-	21,000,000	
Total Capital		21,000,000	-	21,000,000	-	21,000,000	0%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Property Tax	6190-40101	-	374,626	-	-	-	
Miscellaneous Revenue	6190-43223	4,500	51,537	3,600	3,334	3,600	
Returned Check Fees	6190-43225	300	436	300	120	300	
State Tax	6190-43501	-	-	-	27,611	-	
City Tax	6190-43502	-	-	-	10,966	-	
State Tax Water Quality	6190-43503	-	-	-	480	-	
Water Sales	6190-43504	8,200,000	7,471,192	7,800,000	4,538,322	7,851,000	
Water Turn On Fees	6190-43505	10,000	534	14,400	1,360	2,800	
Water Meter Fee	6190-43506	40,000	23,005	25,000	12,605	25,000	
Misc Water Revenue	6190-43507	-	78,659	-	46	-	
Basic Service Charge	6190-43508	265,000	256,981	284,000	145,107	279,000	
Utility Finance Charges	6190-43509	3,000	10,979	3,000	1,402	3,000	
INVESTMENT EARNINGS CHECKING	6190-44301	-	-	-	-	-	
Investment Earnings LGIP	6190-44310	35,000	702,367	297,000	166,461	664,000	
Investment Earnings PFM	6190-44320	195,000	178,203	118,000	104,079	103,000	
Gain/Loss PFM	6190-44330	-	84,472	-	76,655	-	
Total Water		8,752,800	9,232,992	8,545,300	5,088,547	8,931,700	5%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Miscellaneous Revenue	6290-43223	1,850	9,833	3,000	-	-	
Basic Service Charge	6290-43508	8,400	7,934	9,000	3,555	8,800	
Garbage Collection Residents	6290-43511	300,000	290,351	288,000	143,787	292,000	
Garbarge Collection Commercial	6290-43512	127,050	118,246	122,000	55,703	128,000	
Trash Collection	6290-43513	40,500	32,823	34,000	15,502	36,000	
INVESTMENT EARNINGS CHECKINC	6290-44301	-	-	-	-	-	
Investment Earnings LGIP	6290-44310	800	18,049	8,800	6,014	15,700	
TRANSFER-IN	6290-70001	-	-	-	-	-	
TRANSFER-OUT	6290-70002	-	-	-	-	-	
Total Sanitation		478,600	477,236	464,800	224,562	480,500	3%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
W W T - Bay State Milling	6300-43704	-	-	-	-	-	
Property Tax	6390-40101	-	35,879	-	-	-	
Miscellaneous Revenue	6390-43223	400	89,874	-	-	-	
W W T - JBS RC2	6390-43701	3,133,000	2,721,385	3,100,000	984,087	3,150,000	
W W T - Epcor RC2	6390-43702	4,354,000	4,011,577	4,600,000	1,302,391	4,684,650	
W W T - Everkrisp	6390-43703	-	103	125	26	100	
W W T - Bay State Milling	6390-43704	11,500	22,971	22,000	7,862	20,000	
W W T - JBS RC3	6390-43705	-	101,913	27,500	18,559	27,200	
W W T - Epcor RC3	6390-43706	-	662,497	176,550	120,643	176,550	
W W T - JBS RC4	6390-43707	11,333,000	314,698	1,850,000	80,204	2,682,850	
W W T - Epcor RC4	6390-43708	-	2,045,726	11,850,000	521,373	14,160,000	
Effluent Water Sales	6390-43710	1,516,500	1,488,582	1,500,000	604,214	1,488,600	
LAND LEASE - VERIZON	6390-43802	-	-	-	-	-	
INVESTMENT EARNINGS CHECKING	6390-44301	-	-	-	-	-	
Investment Earnings LGIP	6390-44310	22,000	411,945	147,000	118,964	300,000	
Investment Earnings PFM	6390-44320	9,000	158,633	94,000	92,803	250,000	
Gain/Loss PFM	6390-44330	-	66,678	-	68,350	-	
Transfer-In	6390-70001	150,000	167,880	194,000	59,960	188,500	
TRANSFER-OUT	6390-70002	-	-	-	-	-	
Total WWTP		20,529,400	12,300,340	23,561,175	3,979,437	27,128,450	15%

		FY 24 Budget	FY 24 Actual	FY 25 Budget	FY 25 YTD (December)	FY 26 Proposed	
Miscellaneous Revenue	6490-43223	-	11,034	-	-	-	
Basic Service Charge	6490-43508	105,000	100,925	113,000	44,755	111,300	
Sewer Service Commercial	6490-43510	1,450,000	1,279,637	1,300,000	725,855	1,407,000	
Sewer Service Residential	6490-43709	305,000	292,822	288,000	144,268	289,000	
Partner Billing Revenue	6490-43715	-	-	-	-	-	
INVESTMENT EARNINGS CHECKING	6490-44301	-	-	-	-	-	
Investment Earnings LGIP	6490-44310	11,000	242,768	118,000	80,893	200,000	
Investment Earnings PFM	6490-44320	14,000	32,333	26,000	15,332	40,000	
Gain/Loss PFM	6490-44330	-	24,194	-	11,292	-	
GAIN ON INVESTMENT-LGIP	6490-44340	-	-	-	-	-	
Transfer-out	6490-70002	-	(167,880)	(194,000)	(59,960)	(191,000)	
Total Sewer		1,885,000	1,815,834	1,651,000	962,436	1,856,300	12%

BUDGET FY 2026 WORK-STUDY

March 25, 2025

CITY OF TOLLESON
UPDATED WORKING TRIAL BALANCE
FOR FISCAL YEAR 2026

FUND	ESTIMATED BALANCE 7/1/2025	REVENUES	TRANSFER IN	EXPENDITURES	TRANSFER OUT	ESTIMATED BALANCE 6/30/2026
1000 - GENERAL FUND	$ 79,827,712	$ 49,651,050		$ 71,663,080	$ 13,029,400	$ 44,786,282
2200 - HURF	$ 488,000	$ 945,000		$ 1,345,000		$ 88,000
2500 - IMPOUND FUND	$ 13,806	$ 10,000		$ 51,050		$ (27,244)
2600 - PUBLIC SAFETY FUND	$ 11,768,385	$ 8,305,000		$ 8,383,000		$ 11,690,385
2900 - JCEF	$ 250,004	$ 78,000		$ 139,320		$ 188,684
3100 - FUND GRANTS FUND		$ 56,733,110		$ 56,217,070		$ 516,040
3200 - AAA FUND		$ 228,654	$ 1,029,400	$ 1,072,054		$ 186,000
3500 - NON-FEDERAL GRANTS FUND		$ 954,110		$ 954,110		$ -
4100-4900 - DEBT SERVICE FUNDS	$ 89,509	$ 4,408,500	$ 2,000,000	$ 6,444,613		$ 53,396
5100 - AQUATIC CENTER AND PARKS	$ -	$ 21,000,000	$ 10,000,000	$ 31,000,000		$ -
6100 - WATER FUND	$ 13,227,915	$ 8,931,700		$ 20,933,000		$ 1,226,615
6200 - SANITATION FUND	$ 497,442	$ 480,500		$ 532,500		$ 445,442
6300 - WASTE WATER FUND	$ 15,585,186	$ 27,128,450	$ 194,000	$ 32,320,400		$ 10,587,236
6400 - SEWER FUND	$ 1,568,136	$ 1,856,300		$ 2,423,700	$ 194,000	$ 806,736
TOTAL	$ 123,316,095	$ 180,710,374	$ 13,223,400	$ 233,478,897	$ 13,223,400	$ 70,547,572

GENERAL FUND REVENUES

Source	FY 25 Budget	FY 26 Budget	One-Time	On-Going
Taxes	38,483,500	43,086,500	5,350,000	37,736,500
Intergovernmental	2,773,050	2,674,050	200,000	2,474,050
License & Permits	479,000	454,000	50,000	404,000
Charges for Services	1,882,100	1,838,100	61,000	1,777,100
Miscellaneous	1,983,200	2,291,200	1,000,000	1,291,200
Transfer out	(751,650)	(1,029,400)		(1,029,400)
Total	44,849,200	49,314,450	6,661,000	42,653,450

OTHER FUND REVENUE

Fund	FY 25 Budget	FY 26 Budget
HURF	860,000	945,000
Grants	53,733,110	56,733,110
Impound	10,000	10,000
Public Safety	8,105,000	8,305,000
Judicial Collections	78,000	78,000
Aquatic Center	21,000,000	21,000,000
Debt Service	4,284,000	4,408,000
Water	8,545,300	8,931,700
Sanitation	464,800	480,500
Wastewater	23,561,175	27,128,450
Sewer	1,651,000	1,856,300
AAA	228,054	228,654
Total	167,369,639	180,710,374

PROPERTY TAX LEVIES (PRIMARY AND SECONDARY)

TAX TYPE	2021	2022	2023	2024	2025	2026
PRIMARY	1.6584	1.6551	1.5894	1.5724	1.5194	1.5158
SECONDARY	1.8675	1.0925	1.0902	1.1072	1.1602	1.1602
TOTAL	**3.5259**	**2.7476**	**2.6796**	**2.6796**	**2.6796**	**2.6760**

Questions?