



CITY OF TOLLESON

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

**TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, MAY 27, 2025
6:00 PM**

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

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

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

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

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

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



F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Introduction of New Employees:
Development Services Department – William Kellens, Engineering Specialist (GIS)
Library Department – Veronica Walker, Library Assistant
Police Department – Brianna Beltran, Public Safety Dispatcher
Employee Recognition:
City Clerk Department – Citlaly Salas, Deputy City Clerk: Certified Municipal Clerk Designation (CMC) from International Institute of Municipal Clerks (IIMC)

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

1. Public Hearing – Soliciting comments from interested parties in reference to Site Plan Application #25030001 as submitted by Erica Castro with Rick Engineering Company, on behalf of property owner, Virtua 91st LLC, for the proposed new construction of a four-story Echo Suites Extended Stay hotel to be located at southeast corner of 91st Avenue and McDowell Road, Tolleson, Arizona, 85353. The proposed development site, APN 102-47-076, comprises approximately 160,280 square feet and is currently zoned Planned Area Development (PAD). (Echo Suites Extended Stay Tolleson)

Council Action: Approve/Deny Site Plan Application #25030001. (Twelve recommended stipulations – Development Services 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 May 13, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of May 7, 2025 to May 20, 2025. (Finance Department)
3. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Rush Truck Centers of Arizona, Inc., dba Rush Truck Centers, Phoenix, for medium and heavy-duty fleet vehicles, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$300,000 for the vehicles. This Agreement shall remain in full force and effect until May 29, 2027 and may be renewed for two one-year terms. (Utilities Department)
4. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Water Works Engineers, LLC, for on-call water resources engineer services, and authorize the City Manager to execute and deliver said Agreement. The City shall pay

the Consultant an annual aggregate amount not to exceed \$400,000 for the services. This Agreement shall remain in full force and effect until May 21, 2026 and shall automatically extend for any additional period for which the Cooperative Contract is extended. (Utilities Department)

5. Approve Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and San Tan Auto Partners, LLC for the purchase of vehicles, 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 equipment and to retroactively extend the term of the Agreement from March 16, 2025 to March 16, 2026. (Police Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Ordinance No. 621 N.S. of the Mayor and Council of the City of Tolleson, Arizona, amending the Tolleson City Code, Chapter 5, Article 5-10, by amending Section 5-10-4, Violations; Penalties, and adding a new Section 5-10-5, Residential Rental Cooling and Heating, pertaining to minimum cooling and heating standards of residential rentals; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties. (Development Services Department)
2. Authorize the City Manager to enter into and execute the Construction Manager at Risk (CM@R) Agreement between the City of Tolleson and Chasse Building Team, Inc., for Phase I and Phase II in the amount of \$3,225,511 for pre-construction services and procurement of long lead items related to the Tolleson Aquatics Center project. Phase I includes pre-construction services and the preparation and submission of the Guaranteed Maximum Price (GMP). Phase II includes the procurement of long lead items, as outlined in the updated scope of work and fee schedule. (Development Services Department)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

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

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.
2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to receive legal advice and to discuss and consult with the City Attorney regarding an Intergovernmental Agreement that is the subject of negotiations with another public agency.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

1. Attachments: Monthly Reports

Fire Department – April

Police Department – April

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

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

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

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

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

Prerequisites for attending Zoom Webinars (one required):

1. Zoom Desktop Client: Navigate to the [Zoom website \(https://zoom.us/\)](https://zoom.us/) in your internet browser. At the top-right of the page, click Resources and then click Download Center. Under Zoom Desktop Client, click the Download button.
 - a. Open the Zoom desktop client and sign in
 - b. Click the Home tab and then Join
 - c. Enter Meeting ID: 840 6967 9194 and enter your full name

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

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

Posted on May 22, 2025.



CITY COUNCIL REPORT

SUBJECT: Echo Suites Extended Stay Site Plan Application

MEETING DATE: May 27, 2025

TO: Mayor and Council

FROM: Chris Hamilton, City Engineer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

City Council will consider the approval of Site Plan Application #25030001 as submitted by Erica Castro with Rick Engineering Company, on behalf of property owner, Virtua 91st LLC, for the proposed new construction of a four-story Echo Suites Extended Stay hotel to be located at southeast corner of 91st Avenue and McDowell Road, Tolleson, Arizona, 85353.

BACKGROUND:

The public hearing notice was published in the Arizona Republic on May 9, 2025. A mailing notice was sent to property owners within 300 feet of the property at least 15 days prior to the public hearing. The proposed development site, APN 102-47-076, comprises approximately 160,280 square feet and is currently zoned Planned Area Development (PAD).

DISCUSSION:

The site plan documents have been reviewed and approved City Engineer Hamilton. Please refer to City Engineer Hamilton's twelve recommended stipulations for site plan approval of this project, as well as the applicant's submittal for further information on this proposal.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

The City Council has sole discretion over the approval of Echo Suites Extended Stay's Site Plan.

ATTACHMENTS:

1. 05 27 25 Echo Suites Extended Stay Hotel Site Plan Stipulations - SEC of 91st Ave. and McDowell Rd.
2. 05 27 25 Echo Suites Extended Stay Hotel Site Plan - SEC of 91st Ave. and McDowell Rd.
3. Affidavit of Posting



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MEMORANDUM

To: Mayor and Council

CC: Reyes Medrano, City Manager

Date: April 15, 2025

From: Chris Hamilton, City Engineer

Subject: Site Plan Approval Stipulations – Echo Suites (91st Ave. & McDowell Rd)

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

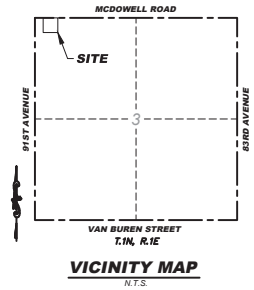
1. The Developer shall provide final site improvement plans, inclusive of grading/drainage/paving, parking lot lighting, utility, perimeter screening and landscaping plans, to the satisfaction of the City Engineer, prior to the issuance of the first building permit. The Developer shall also provide a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



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

5. Building sprinkler systems, where required, and any on-site private fire lines shall be designed and installed to the satisfaction of the City Engineer and Fire Department; fire hydrants shall be spaced at not greater than 300-foot intervals in accordance with IFC 2018, Appendix C.
6. All on-site water lines, fire lines, and sanitary sewer lines shall be privately owned and maintained. All connections to the public water system shall be protected with backflow devices installed to City standards and details; water meters shall be located within public rights-of-way. Backflow devices shall be painted to match the building color. FDC are to be remote from the structure per Tolleson Code.
7. Perimeter screen walls shall be constructed in conformance with the City Zoning Code (chain link fencing is not allowed); all parking areas shall be screened from street view by a minimum three-foot-high berm or wall as measured from the highest finished grade of the adjoining parking area.
8. All access gates shall comply with City Fire Department requirements and existing secondary access gates shall be equipped with "Knox" locks conforming to City Fire Department requirements.
9. Landscape maintenance shall include pruning, trimming, and watering of live plant material and the removal and replacement of dead plant material within thirty (30) days of notification by the city. Trees shall conform to the American National Standards Institute (ANSI) A-300 "Standard for Tree Care Operations" and shall follow all tree care best management practices (BMPs) published by the International Society of Arboriculture, as amended.
10. Screening and signage shall be in conformance with the City Code.
11. Driveway approaches shall conform to a modified City of Avondale Standard Detail No. A1251-1 with return radii equal to 25 feet or more to the extent possible, and concrete to be Class A, 10-inch thickness with fiber mesh.
12. Developer shall obtain Flood Plain use permit from MCFCD prior to the beginning of site improvement work.

**SITE PLAN FOR
ECHO SUITES TOLLESON**
SEC 91ST AVENUE AND MCDOWELL ROAD TOLLESON, ARIZONA
A PORTION NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



SITE ANALYSIS

PROJECT DESCRIPTION:
THE PROJECT CONSISTS OF THE CONSTRUCTION OF A NEW FOUR-STORY HOTEL WITH ALL REQUIRED GRADING & DRAINAGE, UTILITY AND PAVING IMPROVEMENTS.

ADDRESS:
SEC 91ST AVENUE AND MCDOWELL ROAD
TOLLESON, ARIZONA 85353
APN: 102-47-076

LAND USE: HOTEL
ZONING: PLANNED AREA DEVELOPMENT (PAD)

SITE AREA: 160,280 SF (3.679 AC)
GROSS AREA: 93,711 SF (2.151 AC)
NET AREA: 12,788 SF

PARKING/LOADING:
REQUIRED:
+ 1 SPACE/PER GUEST ROOM + 124 SPACES
+ 1 SPACE/2 EMPLOYEES (8 EMP. X 1 SPACE/2 EMP.) + 3 SPACES
TOTAL REQUIRED: = 127 SPACES
PROVIDED: = 131 SPACES

ACCESSIBLE PARKING REQUIRED: 1 SPACE/25 SPACES = 5 SPACES
ACCESSIBLE PARKING PROVIDED: = 5 SPACES
LOADING SPACE REQUIRED: = 0 SPACE
LOADING SPACE PROVIDED: = 0 SPACE

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:
LOT 1 OF PLAZA 91, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1336 OF MAPS, PAGE 33.

SURVEY NOTES

1. THE SURVEY FOR THIS PROJECT WAS PERFORMED BY:
RICK
2401 WEST PEORIA AVENUE, #130
PHOENIX, ARIZONA 85029
PH: 602-957-3350
CONTACT: JARED F. HANSMANN, R.L.S.
2. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE MONUMENT LINE OF MCDOWELL ROAD, ALSO BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, USING A BEARING OF NORTH 88°59'30" EAST.
3. THE BASIS OF ELEVATION FOR THIS PROJECT IS THE CITY OF TOLLESON BENCHMARK NO. 2 BEING BRASS CAP ON THE TOP OF CURB LOCATED AT THE 91ST AVENUE AND MCDOWELL ROAD HAVING AN ELEVATION OF 1027.72, CITY OF TOLLESON DATUM.

BENCHMARK

THE BENCHMARK USED FOR THIS SURVEY IS THE CITY OF TOLLESON BENCHMARK NO. 2 BEING BRASS CAP ON THE TOP OF CURB LOCATED AT THE 91ST AVENUE AND MCDOWELL ROAD HAVING AN ELEVATION OF 1027.72, CITY OF TOLLESON DATUM.

ZONING ANALYSIS

THE SETBACKS ARE BASED ON SECTION 12-4-44 (TOLLESON ZONE C-2) OF THE TOLLESON, AZ CODE OF ORDINANCES, APPROVED JANUARY 24, 2024.

REQUIRED BUILDING SETBACKS:	25'	133'
FRONT (STREET) SETBACKS:	25'	133' (91ST AVENUE)
REAR	0'	212' (MCDOWELL ROAD)
BUILDING HEIGHT ALLOWED:	48'-6"	N/A

FLOODPLAIN INFORMATION

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 04013C2160M, DATED SEPTEMBER 18, 2020 THE PARCEL IS LOCATED IN ZONE X (SHADE) AREA WHICH IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AND IN ZONE AH AREA, WHICH IS DEFINED AS AREAS WITH A 1% ANNUAL CHANCE OF SHALLOW FLOODING, USUALLY IN THE FORM OF A POND, WITH AN AVERAGE DEPTH RANGING FROM 1 TO 3 FEET. FLOOD ELEVATIONS DERIVED FROM DETAILED ANALYSES ARE SHOWN AT SELECTED INTERVALS WITHIN THESE ZONES.

GENERAL NOTES

1. ALL SIGNS BY SEPARATE PERMIT. SIGNS DEPICTED ON THIS PLAN ARE FOR INFORMATIONAL PURPOSES ONLY.
2. NO RETENTION IS ALLOWED IN RIGHT-OF-WAYS (ROW) OR PUBLIC UTILITY EASEMENTS (PUE).
3. RETENTION BASINS MUST DRAIN WITHIN 36 HOURS.
4. DRYWELLS MUST BE REGISTERED WITH THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY.
5. BUY-IN AND ASSESSMENT CHARGES SHOULD BE PAID AT THE TIME A PERMIT IS ISSUED. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO REQUEST THE CITY FOR ANY CHARGES THAT MAY BE DUE.
6. ALL BUILDINGS AND STRUCTURES SHALL CONFORM TO THE APPLICABLE BUILDING CODES FOR LOCATION, AREA, OCCUPANCY AND SEPARATION REQUIREMENTS.
7. ALL BUILDINGS ARE REQUIRED TO HAVE AN APPROVED FIRE SPRINKLER SYSTEM INCLUDING BACKFLOW PREVENTION.
8. HANDICAPPED FACILITIES SHALL BE IN ACCORDANCE WITH BUILDING CODE REGULATIONS AND THE AMERICANS WITH DISABILITIES ACT (ADA). THE APPLICANT/OWNER IS RESPONSIBLE FOR THE PROJECT BEING IN COMPLIANCE TO ADA REQUIREMENTS.
9. ALL BUILDINGS AND STRUCTURES SHALL CONFORM TO THE INTERNATIONAL FIRE CODE, 2018 EDITION, (IFC), CITY OF TOLLESON AMENDMENTS TO THE IFC AND NATIONALLY RECOGNIZED CODES AND STANDARDS.
10. FIRE APPARATUS ACCESS ROADS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OF THIS PROJECT. THE MINIMUM STANDARDS SHALL COMPLY WITH SECTIONS 503.1 AND 503.2 OF THE INTERNATIONAL FIRE CODE WITH CITY OF PEORIA AMENDMENTS.
11. KEY BOXES ARE TO BE INSTALLED ON ALL SIDES OF A STRUCTURE WHERE THERE ARE ACCESS DOORS. A FULL SET OF KEYS TO OPEN ALL AREAS INSIDE AND OUTSIDE THE STRUCTURE, TO INCLUDE THE FIRE ALARM PANEL, SHALL BE PLACED INSIDE THE KEY BOX. KEY BOXES ARE TO BE LOCATED NO HIGHER THAN 60 INCHES ABOVE FINISHED GRADE.
12. ONSITE LIGHTING SHALL BE DARK SKY COMPLIANT.
13. THIS PROJECT LIES WITHIN CITY OF TOLLESON WATER AND CITY OF TOLLESON SEWER SERVICE AREA.

LEGEND

---	PROJECT RIGHT-OF-WAY	⊙	EXISTING SEWER MANHOLE
---	EXISTING RIGHT-OF-WAY	⊙	EXISTING WATER MANHOLE
---	PROJECT/NEW PROPERTY LINE	⊙	EXISTING WATER VALVE
---	EXISTING PROPERTY LINE	⊙	EXISTING WATER METER
---	ROADWAY CENTERLINE	⊙	EXISTING BACKFLOW PREVENTER
---	EXISTING EASEMENT	⊙	EXISTING FIRE HYDRANT
---	EXISTING MINOR CONTOUR	⊙	EXISTING FIRE BACKFLOW PREVENTER
---	EXISTING MAJOR CONTOUR	⊙	EXISTING STORM DRAIN MANHOLE
---	EXISTING CONCRETE	⊙	EXISTING SIGN
---	EXISTING WALL	⊙	EXISTING STREET LIGHT
---	NEW ASPHALT	⊙	EXISTING TRAFFIC SIGNAL STRUCTURE
---	NEW CONCRETE	⊙	EXISTING ELECTRIC MANHOLE
---	NEW WALL	⊙	EXISTING ELECTRIC PULL BOX
---	EXISTING CURB	⊙	EXISTING COMMUNICATION PULL BOX/VAULT
---	EXISTING PAINT STRIPE	⊙	EXISTING COMMUNICATION MANHOLE
---	EXISTING FENCE	⊙	EXISTING TRAFFIC LIGHT PULL BOX
---	NEW CURB	⊙	EXISTING UTILITY POLE
---	NEW PAINT STRIPE	⊙	NEW SEWER MANHOLE
---	EXISTING STORM DRAIN PIPE	⊙	NEW SEWER STUB
---	EXISTING UNDERGROUND ELECTRIC	⊙	NEW WATER VALVE
---	EXISTING OVERHEAD ELECTRIC	⊙	NEW WATER METER
---	EXISTING SEWER LINE	⊙	NEW BACKFLOW PREVENTER
---	EXISTING WATER LINE	⊙	NEW FIRE HYDRANT
---	NEW SEWER LINE	⊙	NEW FIRE CONNECTION
---	NEW WATER LINE	⊙	NEW FIRE BACKFLOW PREVENTER
---	NEW FIRE SERVICE	⊙	NEW SIGN
---		⊙	SURVEY MONUMENT AS NOTED
---		⊙	RIGHT-OF-WAY

CIVIL ENGINEER

RICK
2401 WEST PEORIA AVENUE, #130
PHOENIX, ARIZONA 85029
PH: 602-957-3350
ATTN: JEFF HUNT, PE

UTILITIES

WATER: CITY OF TOLLESON
SEWER: CITY OF TOLLESON
ELECTRIC: SALT RIVER PROJECT
GAS: SOUTHWEST GAS
TELEPHONE: CENTURYLINK
CABLE: COX COMMUNICATIONS

SHEET INDEX

1. COVER SHEET
2. SITE PLAN
3. DETAILS



2401 W PEORIA AVE, SUITE 130
PHOENIX, AZ 85029

602-957-3350
rickengineering.com

SAN DIEGO, CHANDLER, PHOENIX, RICHMOND, SAN JOSE, CALIFORNIA
SAN ANTONIO, PHOENIX, TULSA, LAS VEGAS, DENVER

PROJECT NO: 7135
DATE: 03/14/2025

DRAWN/DESIGNED BY: JFH
CHECKED BY: JFH

COVER

ECHO SUITES TOLLESON
NEC 91ST AVENUE AND MCDOWELL ROAD
TOLLESON, ARIZONA 85353
CITY OF TOLLESON

Drawing No. C1
Sheet No. 1 of 3

Call 811 or click before you dig

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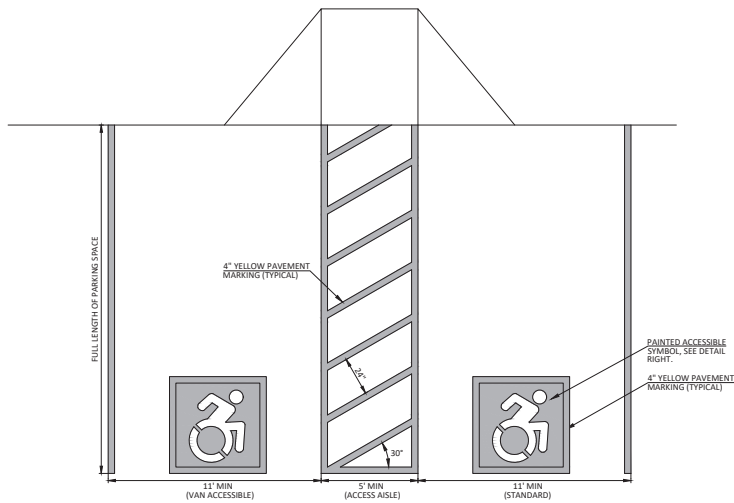
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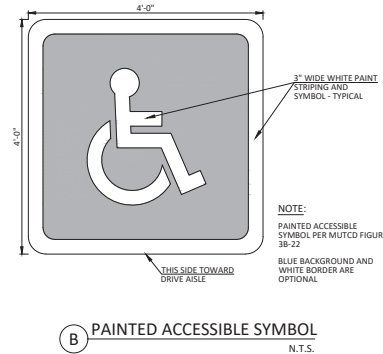
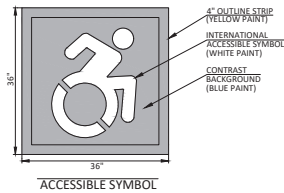
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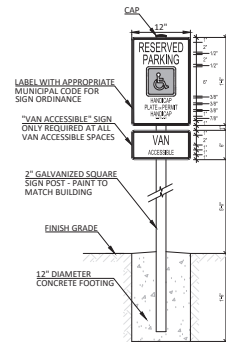
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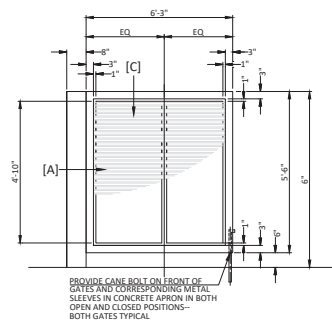
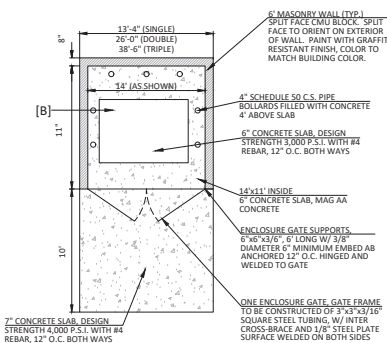
A ACCESSIBLE PARKING MARKINGS
N.T.S.



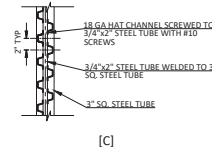
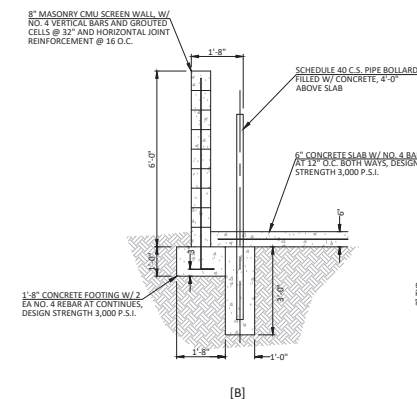
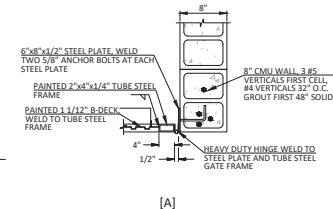
- NOTES:**
- THE BOTTOM OF THE SIGN SHOULD BE NO LESS THAN 5 FEET AND NO MORE THAN 6 FEET ABOVE FINISH GRADE.
 - SIGNS SHALL BE PROPERLY CENTERED WITHIN THE PARKING SPACE.
 - THE SIGN FACE SHOULD BE LOCATED NO FARTHER THAN 6 FEET FROM THE FRONT OF EACH PARKING SPACE.
 - ALL LETTERING SERIES "C", GREEN COLOR.
 - INTERNATIONAL SYMBOL OF ACCESSIBILITY SHOWN WHITE ON 6"x6" BLUE FIELD WITH 1/2" RADIUS CORNERS.
 - COLOR: BLUE COPY - WHITE BACKGROUND.
 - USE HIGH INTENSITY GRADE REFLECTIVE SHEETING.



C ACCESSIBLE SIGN & POST
SCALE: 1"=1'

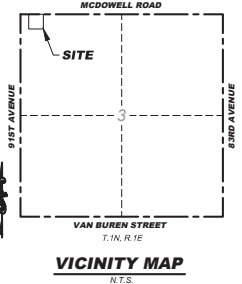


E TRASH ENCLOSURE WALL AND GATE DETAILS
N.T.S.



602.957.3330 rickengineering.com RICK ENGINEERING		2401 W PEOBIA AVE, SUITE 130 PHOENIX, AZ 85029 SAN DIEGO CHANDLER IRVINE RICHMOND SAN LUIS OBISPO SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER		NO. 01 DATE REVISION
PROJECT NO. 71051 DATE 03/14/2025		DRAWN BY: BT CHECKED BY: BT		SEAL REGISTERED PROFESSIONAL ENGINEER JEFFREY P. HUNT 53640
SITE PLAN PREPARED FOR: ECHO SUITES TOLLESON NEC 915 AVENUE AND MCDOWELL ROAD TOLLESON, ARIZONA 85353 CITY OF TOLLESON				DETAILS
DRAWING NO. D1 SHEET NO. 3 OF 3				Call 611 or Rick's 24/7 Hotline

PRELIMINARY LANDSCAPE PLAN for
ECHO SUITES TOLLESON
SEC 91ST AVENUE AND MCDOWELL ROAD TOLLESON, ARIZONA
A PORTION NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE
GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



RICK ENGINEERING LANDSCAPE GENERAL NOTES:

- A. ANY CHANGES MADE TO THE PLANS AND DETAILS SHOWN ON THESE DOCUMENTS WHICH ARE NOT APPROVED BY THE LANDSCAPE ARCHITECT RELEASES RICK ENGINEERING OF ANY LIABILITY INCURRED AS A RESULT OF SAID CHANGES.
- B. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE JOB SITE TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS THAT COULD AFFECT THE INSTALLATION OF ANY WORK SET FORTH IN THESE PLANS OR SPECIFICATIONS PRIOR TO SUBMITTING A BID. BEFORE BEGINNING WORK, THE CONTRACTOR SHALL VERIFY THE ACCURACY OF THE PLANS TO THE SITE CONDITIONS AND SHALL REPORT ALL DISCREPANCIES TO THE OWNERS REPRESENTATIVE. WRITTEN DIMENSIONS AND GRADES PREVAIL OVER SCALED DIMENSIONS. NOTIFY OWNERS REPRESENTATIVE OF ANY DISCREPANCIES.
- C. IF ANY UTILITIES CONFLICT WITH THE ORIGINAL PLACEMENT OF INTENDED PLANT MATERIAL ON SITE THE LANDSCAPE ARCHITECT WILL AID THE CONTRACTOR IN THE RELOCATION OR SHIFTING OF PLANT MATERIAL ON SITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE THERETO. ALL UTILITIES SHALL BE LOCATED AND VERIFIED PRIOR TO ANY EXCAVATION. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNERS REPRESENTATIVE IMMEDIATELY. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL CONTACT CALL BEFORE YOU DIG (811) TO VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY THIS WORK, AND SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF THE WORK.
- D. THE CONTRACTOR SHALL COMPLY WITH ALL LAWS, RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THE PREMISES. THE CONTRACTOR SHALL OBTAIN AND COMPLY WITH ALL PERMITS REQUIRED TO COMPLETE THE WORK COVERED BY THESE PLANS AND SPECIFICATIONS.
- E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING CONSTRUCTION AND SHALL ACQUIRE A DUST CONTROL PERMIT IF REQUIRED FROM THE APPLICABLE LOCAL AGENCY. ALL COSTS ASSOCIATED WITH DUST CONTROL AND PERMITS IS CONSIDERED INCIDENTAL TO THE PROJECT.
- F. LANDSCAPE CONTRACTOR SHALL PROVIDE FINISH GRADING AND REMOVAL OF DEBRIS IN PLANTING AREAS TO ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES. NO GRADING IS ALLOWED WITHIN DRIP LINE OF EXISTING TREES.
- G. THE CONTRACTOR SHALL OBTAIN A COPY OF AND REVIEW THE GEOTECHNICAL SOILS REPORT IF APPLICABLE TO THIS PROJECT.
- H. CONTRACTOR SHALL OBTAIN AND REVIEW A SOILS AGRONOMY TEST PRIOR TO BEGINNING CONSTRUCTION, AND SHALL ABIDE BY IT TOWARDS THE COMPLETION OF THIS WORK. ANY DISCREPANCIES BETWEEN THE REPORT AND THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNERS REPRESENTATIVE PRIOR TO CONSTRUCTION.
- I. PRIOR TO PLANTING, THE CONTRACTOR SHALL PERFORM ONE (1) PERCOLATION TEST PER 10,000 SQUARE FEET OF PLANTING AREA. THE CONTRACTOR SHALL FILL A 24" BOX SIZE HOLE WITH WATER. IF IT DOES NOT COMPLETELY DRAIN WITHIN 24 HOURS THE CONTRACTOR SHALL NOTIFY THE OWNERS REPRESENTATIVE. TEST SHALL BE DONE UNDER THE SUPERVISION OF THE OWNERS REPRESENTATIVE. IF PROPER DRAINAGE DOES NOT OCCUR WITHIN 24 HOURS CONTRACTOR WILL BE REQUIRED TO INSTALL DRAINAGE CHIMNEYS IN PLANT PITS PER PLANTING DETAILS.
- J. PRIOR TO PLANTING, THE IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS SHALL BE THOROUGHLY SOAKED.
- K. WHEN CALICHE OR HARD PAN IS ENCOUNTERED DURING PLANT PIT EXCAVATION: IF IMPERVIOUS LAYER IS LESS THAN 6" THICK, REMOVE COMPLETELY FROM PLANTING PIT. IF LAYER IS 6"-18" THICK, AUGER A HOLE THROUGH THE LAYER PER PLANTING DETAILS. IF LAYER IS GREATER THAN 18" THICK, ENLARGE THE PLANTING PIT TO TWICE THAT (IN EACH DIRECTION) CALLED OUT IN PLANTING DETAILS.
- L. CONTRACTOR SHALL VERIFY ROCK AND SOIL CONDITIONS WITHIN THE PROJECT SITE PRIOR TO BIDDING. NO EXTRA PAYMENT OR TIME EXTENSION WILL BE GIVEN DUE TO ROCKY SOIL CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR CONDUCTING SITE INSPECTIONS AND CHECKING SOIL BORING LOGS TO DETERMINE SUBSURFACE CONDITIONS PRIOR TO BIDDING.
- M. ROOT BARRIERS ARE REQUIRED FOR ALL TREES WITHIN 5' FEET OF WALLS, WALKWAYS, STREETS, CURBS AND OTHER HARDSCAPE AREAS. ROOT BARRIER TO EXTEND A MINIMUM OF 5' IN EACH DIRECTION FROM THE CENTERLINE OF THE TREE UNLESS OTHERWISE NOTED ON THE PLANS.
- N. ALL PLANT MATERIALS SHALL CONFORM TO NURSERY STANDARDS ACCORDING TO AMERICAN ASSOCIATION OF NURSERYMEN, INC., DENVER. AMERICAN HORTICULTURE STANDARD AND SHALL BE FREE FROM PESTS, EGGS, DISEASES AND TO BE REPRESENTATIVE OF SPECIES IN SIZE, QUALITY, FORM, COLOR AND NOT BE ROOT BOUND, DAMAGED OR SUBSTANDARD IN ANY WAY. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION. ANY PLANT SUBSTITUTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE. REMOVE NURSERY STAKES AND TIES FROM ALL CONTAINER STOCK.
- O. 10% OF EACH PLANT MATERIAL SPECIES SHALL BE TAGGED WITH BOTANICAL NAME FROM NURSERY OR SUPPLIER; TAGS TO REMAIN ON PLANT MATERIAL UNTIL FINAL ACCEPTANCE.
- P. NO PLANT SUBSTITUTIONS, TYPE, OR QUANTITY DEVIATIONS FROM THE APPROVED LANDSCAPE PLANS WITHOUT PRIOR APPROVAL FROM THE OWNERS REPRESENTATIVE.
- Q. TREAT ALL ROCK MULCH AREAS WITH PRE-EMERGENT HERBICIDE ONCE BEFORE THE ROCK MULCH INSTALLATION AND ONCE AFTER THE ROCK MULCH INSTALLATION.
- R. TRANSPORTATION AND NURSERY STAKES SHALL BE REMOVED AT INSTALLATION. INSTALL NEW TREE STAKES AS DETAILED.
- S. THE PLANTING PLAN IS DIAGRAMMATIC. THE QUANTITIES AND SITE CONDITIONS SHOWN ON THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY THE ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK COVERED BY THESE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE OF DISCREPANCIES BETWEEN QUANTITIES AND SYMBOLS SHOWN.
- T. CONTRACTOR SHALL PROVIDE COMPLETE MAINTENANCE PER THE PROJECT SPECIFICATIONS UNLESS OTHERWISE NOTED ON PLANS. MAINTENANCE SHALL BEGIN UPON WALK FOR LANDSCAPE MAINTENANCE AND GUARANTEE PERIOD. MAINTENANCE SHALL CONSIST OF BUT NOT BE LIMITED TO KEEPING AREAS CLEAN, WEED FREE, TRIMMED, WATERED, RAKED, PEST AND DISEASE FREE AND ALL OTHER WORK NECESSARY FOR HEALTHY, VIGOROUS GROWTH AND CLEAN APPEARANCE. PRIOR TO COMMENCEMENT OF MAINTENANCE PERIOD, CONTRACTOR SHALL SUBMIT A WATERING/MAINTENANCE SCHEDULE TO THE OWNERS REPRESENTATIVE FOR APPROVAL.
- U. LANDSCAPE CONTRACTOR SHALL REPLACE ALL PLANT MATERIAL FOUND TO BE IN AN UNHEALTHY, DAMAGED, IMPAIRED CONDITION, MISSING OR DEAD DURING THE MAINTENANCE PERIOD.
- V. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND LEGAL DISPOSAL OF ANY DEBRIS RESULTING FROM THE CONSTRUCTION. AT NO TIME SHALL ANY OF THIS MATERIAL OBSTRUCT THE NORMAL OPERATION OF ANY ADJOINING STREET ASSOCIATED WITH THIS PROJECT.
- W. THE JOB SITE AT THE COMPLETION OF THE CONSTRUCTION SHALL BE CLEANED OF ANY DEBRIS RESULTING FROM CONSTRUCTION. NO JOB WILL BE CONSIDERED UNTIL ALL CURBS, GUTTERS, AND PAVEMENT HAVE BEEN SWEEP CLEAN OF ALL DIRT AND DEBRIS AND ARE IN COMPLIANCE WITH THE AGENCY SPECIFICATIONS.
- X. THE CONTRACTOR IS ADVISED THAT DAMAGE TO ANY PORTION OF ANY EXISTING CURBS, GUTTERS, PAVEMENTS, FENCING, WALLS, LIGHTING AND SURROUNDING AREAS THAT ARE NOT NOTED ON THE PLANS TO BE DISTURBED ARE TO BE REPAIRED AT THE CONTRACTORS EXPENSE.
- Y. FINAL ACCEPTANCE: A FINAL SITE WALK INSPECTION BY OWNERS REPRESENTATIVE IS REQUIRED AT THE END OF THE LANDSCAPE MAINTENANCE PERIOD PRIOR TO FINAL PROJECT ACCEPTANCE BY THE OWNER.

CIVIL ENGINEER

RICK ENGINEERING COMPANY
2401 WEST PEORIA AVENUE, #130
PHOENIX, ARIZONA 85029
PH: 602-957-3350
ATTN: JEFF HUNT, PE

LANDSCAPE ARCHITECT

RICK ENGINEERING COMPANY, INC.
3945 EAST FORT LOWELL ROAD, SUITE 111
TUCSON, AZ 85712
PHONE: (520) 795-1000
CONTACT: MARK FELLINGER
mfellinger@rickengineering.com

SHEET INDEX

- SHT. NAME
1 COVER SHEET
2 PRELIMINARY LANDSCAPE PLAN

36734
MARK F.
FELLINGER
LANDSCAPE ARCHITECT
7/10/25

2401 W PEORIA AVE, SUITE 130
PHOENIX, AZ 85029
602-957-3350
rickengineering.com

RICK
ENGINEERING

LANDSCAPE PLAN PREPARED FOR:
ECHO SUITES TOLLESON
SEC 91ST AVENUE AND MCDOWELL ROAD
TOLLESON, ARIZONA 85353
CITY OF TOLLESON

preliminary landscape plan

General Notice: 811 or check Arizona 1-800-4-A-Road before you begin excavation
Call 811 or check Arizona 1-800-4-A-Road

DRAWING NO.
SHEET NO. 1 OF 2

DATE: 3/20/25
PROJECT NO: 7235
DRAWN/DESIGNED BY: MEF
CHECKED BY:

NO. BY DATE REVISION

ECHO SUITES : TOLLESON, AZ

PROTOTYPE DESIGN FINALIZATION

CLIENT: SANDPIPER HOSPITALITY

03.03.2025 - ELEVATIONS

RENDER

BUILDING LENGTH	249' - 11" FT
BUILDING DEPTH	52' - 0" FT
FLOORS	4 STORY
GUESTROOMS	124



CLIENT: SANDPIPER HOSPITALITY	ECHO SUITES - HOTEL BY WYNDHAM	TOLLESON, AZ	modus architecture
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THIS DRAWING IS CONCEPTUAL AND SHOULD ONLY BE USED AS AN INFORMATIVE REFERENCE. INFORMATION SHOULD NOT BE CONSTRUED AS DOCUMENTATION TOWARDS CITY APPROVALS, PERMITTING OR CONSTRUCTION.

ELEVATION

BUILDING FOOTPRINT

BUILDING HEIGHT

12,398 SF

48' - 6"



FRONT ELEVATION: 4 STORY



EIFS

S101 MARBLE: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SEDATE GRAY	S102 MARBLE: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SW MEGA GREIGE	S103 MARBLE: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SW BLACK FOX
S104 MARBLE: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: 392 COCONUT SHELL	M1001 MARBLE: ESTONWORKS EXTERIOR MASONRY COLOR: SAN DOMINGO GREZZO	

CLIENT: SANDPIPER HOSPITALITY

ECHO SUITES - HOTEL BY WYNDHAM

TOLLESON, AZ

modus architecture

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DATE: 03/03/2025

3

ELEVATION



BACK ELEVATION: 4 STORY

EIFS

S701 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SEDATE GRAY	S702 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SW MEGA GREIGE	S703 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SW BLACK FOX
S704 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: 392 COCONUT SHELL	M501 MANUF: ESTONWORKS EXTERIOR MASONRY COLOR: SAN DOMINGO GREZZO	

CLIENT: SANDPIPER HOSPITALITY

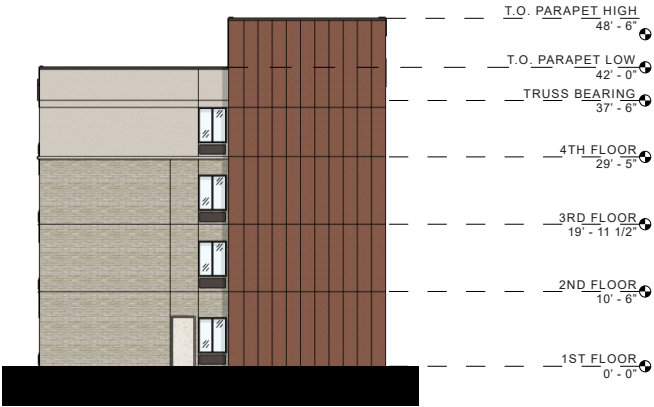
ECHO SUITES - HOTEL BY WYNDHAM

TOLLESON, AZ

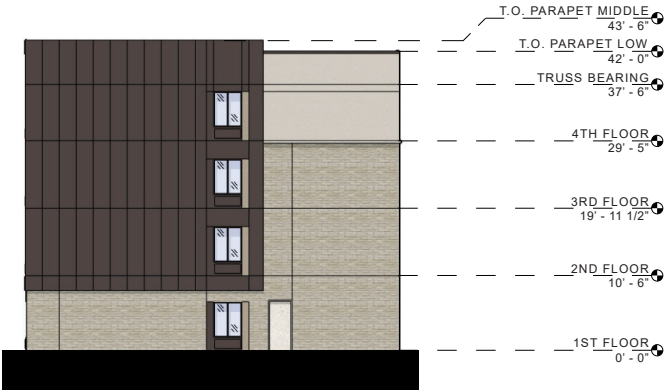
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ELEVATION



LEFT ELEVATION: 4 STORY



RIGHT ELEVATION: 4 STORY



EIFS

 S101 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SEDATE GRAY	 S102 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SW MEGA GREIGE	 S103 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SW BLACK FOX
 S104 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: 392 COCONUT SHELL	 M501 MANUF: ESTONWORKS EXTERIOR MASONRY COLOR: SAN DOMINGO GREZZO	

CLIENT: SANDPIPER HOSPITALITY

ECHO SUITES - HOTEL BY WYNDHAM

TOLLESON, AZ

modus architecture

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»» 4040 N. CENTRAL EXPY, STE 720
DALLAS, TEXAS 75204
modus architecture

CONTACT:

CLEMENTE JAQUEZ, AIA | 214.769.5631 | CLEMENTE@MODUSARCHITECTURE.COM
MIKE MACGREGOR, AIA | 314.302.6864 | MIKE@MODUSARCHITECTURE.COM



CITY OF TOLLESON

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

AFFIDAVIT OF POSTING

On May 8, 2025, I, Ken Hernandez certify that the following public notice was posted on the property per A.R.S. § 9-462.04:

NOTICE OF PUBLIC HEARING

CITY OF TOLLESON

NOTICE IS HEREBY GIVEN that the City of Tolleson Mayor and Council will conduct a **PUBLIC HEARING** during a Regular City Council Meeting scheduled on **TUESDAY, MAY 27, 2025** beginning at **6:00 P.M.** in the Council Chambers at the Tolleson Civic Center, 9055 West Van Buren Street, Tolleson, Arizona 85353, and via Zoom Webinar at <https://us02web.zoom.us/j/84069679194> or via telephone at 1-253-215-8782 (Meeting ID: 840 6967 9194), for the purpose of:

Soliciting comments from interested parties in reference to Site Plan Application #25030001 as submitted by Erica Castro with Rick Engineering Company, on behalf of property owner, Virtua 91st LLC, for the proposed new construction of a four-story Echo Suites Extended Stay hotel to be located at southeast corner of 91st Avenue and McDowell Road, Tolleson, Arizona, 85353. The proposed development site, APN 102-47-076, comprises approximately 160,280 square feet and is currently zoned Planned Area Development (PAD). (Echo Suites Extended Stay Tolleson)

Published in the Arizona Republic on Friday, May 9, 2025.

KHERNANDEZ

Ken Hernandez, Code Compliance Officer

THE CITY OF TOLLESON

WILL CONDUCT A PUBLIC HEARING REGARDING

NOTICE OF PUBLIC HEARING

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Published in the Arizona Republic on Friday, May 9, 2025.

AT TOLLESON CITY HALL • 9055 W. VAN BUREN STREET
PUBLIC NOTICE PUBLIC NOTICE



THE CITY OF TOLLESON
WILL CONDUCT A PUBLIC HEARING REGARDING

PUBLIC NOTICE **PUBLIC NOTICE**

AT TOLLESON CITY HALL • 9055 W. VAN HUREN STREET



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of May 13, 2025

MEETING DATE: May 27, 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 May 13, 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 May 13, 2025.

ATTACHMENTS:

1. 05 13 25 City Council Meeting Minutes



CITY OF TOLLESON

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

**TOLLESON CITY COUNCIL MEETING ACTION MINUTES
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, MAY 13, 2025
6:00 PM**

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

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

A. CALL TO ORDER

Vice Mayor Davis called the Tolleson City Council Meeting to order at 6:00 PM.

B. INVOCATION/PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

City Council: Mayor Juan Rodriguez (participated remotely), Vice Mayor Jimmy Davis, Council Members Christine Chavira, Clorinda Erives, Adolfo Gámez (departed at 6:24 PM) and Linda Laborin.

Council Member Cruzita Mendoza was absent.

Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Employee Resources Director Wendy Jackson, Deputy City Manager/Chief Government Affairs Officer Pilar Sinawi, Chief Financial Officer Kevin Artz, Chief Preparedness/Human Services Director Officer George Good, Chief Technical Officer Steve Holliday, City Clerk Crystal Zamora, Development Services Director Jason Earp, Fire Chief Michael Young and Utilities Director Jamie McCracken.

City Representative: City Attorney Justin Pierce



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 May 18-24, 2025 as Public Works Week in the City of Tolleson with the theme “People, Purpose, Presence” recognizing the dedicated efforts of public works professionals including engineers, managers, and employees who plan, build, operate, and maintain the infrastructure and services essential to the community’s health, safety, sustainability, and quality of life. – Jason Earp, Development Services Director

Vice Mayor Davis proclaimed May 18-24, 2025 as Public Works Week in the City of Tolleson.

2. Proclamation declaring May 18-24, 2025 as Emergency Medical Services Week in the City of Tolleson with the theme “We Care. For Everyone” recognizing the dedication of EMS teams including first responders, paramedics, emergency medical technicians, dispatchers, and other out-of-hospital medical care providers who improve survival and recovery through specialized training while providing critical lifesaving care and healthcare support to the community. – Michael Young, Fire Chief

Vice Mayor Davis proclaimed May 18-24, 2025 as Emergency Medical Services Week in the City of Tolleson.

3. Introduction of New Employees:
Development Services Department – Preston Collins, Streets Maintenance Worker

Fire Department – Matthew Weaver, Battalion Chief

Employee Recognition:

Employee Resources Department – Eboni Farmer, Employee Resources Manager:
Society for Human Resource Management Certified Professional (SHRM-CP)
Designation

Human Services Department – Gloria Washburn, Human Services Specialist: Customer
Service Recognition

4. Amazon Prime Air Drone Delivery

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

1. Public Hearing – Soliciting comments from interested parties in reference to Use Permit Application #25040001 as submitted by Michael Muniz, on behalf of the owner, Paul Mascola/Take 5 Oil Change, for the construction of a new 1,700 sq. ft., 3-bay oil change building with a total of 14 parking spaces, to be located at 425 North 99th Avenue, Tolleson, Arizona. The site, APN 102-53-354, is approximately 26,136 square feet and is zoned General Commercial (C-2). (Take 5 Oil Change)

The public hearing opened at 6:17 PM and closed at 6:29 PM.

Council Action: Approve/Deny Use Permit Application #25040001. (Development Services Department)

Mayor Rodriguez moved to approve Site Plan Application #22010001 with twelve stipulations; the motion was seconded by Council Member Chavira. The motion carried 5 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Laborin – Aye

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 April 22, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of April 16, 2025 to May 6, 2025. (Finance Department)

3. Approve the First Amendment to the Magistrate Agreement between the City of Tolleson and John Lamb, Presiding Magistrate, to provide cost of living adjustments and sick leave accruals consistent with those provided to all other City employees. The amendment confirms that the Presiding Magistrate will receive cost of living adjustments in alignment with City employees and modifies sick leave accrual to reflect City standards. (Employee Resources Department)
4. Approve amendments to the City of Tolleson Employee Handbook to clarify leave accruals and unpaid status within the Leaves and Absences Policy, and adopt standalone Family and Medical Leave and Military Leave policies outlining eligibility, duration, and job protections. (Employee Resources Department)
5. Adopt Resolution No. 2601 of the Mayor and Council of the City of Tolleson, Arizona, authorizing the submission of a grant proposal to the Tohono O’odham Nation relating to economic development and other priority areas established by the Nation, and authorizing the acceptance of any resulting grant. (Development Services Department)

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

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Laborin – Aye

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Ordinance No. 620 N.S. of the Mayor and Council of the City of Tolleson, Arizona, amending the Code of Tolleson, Arizona, Chapter 12 Land Usage, Article 12.1 Building Regulations; Construction, international codes by repealing and replacing Section 12-1-20 Adoption; declaring the “City of Tolleson International Building Codes, May 13, 2025” a public record; adopting the “City of Tolleson International Building Codes, May 13, 2025” by reference; all related to the adoption of updated International Building Codes including the International Building Code, 2024 edition; the International Residential Code, 2024 edition; the International Existing Building Code, 2024 edition; the National Electrical Code, 2023 edition; International Mechanical Code, 2024 edition; the International Plumbing Code, 2024 edition; International Fuel Gas Code, 2024 edition; and the International Energy Conservation Code, 2024 edition; providing for severability; providing for penalties; and setting an effective date of July 1, 2025. (Development Services Department)

Council Member Laborin moved to adopt Ordinance No. 620 N.S.; the motion was seconded by Council Member Erives. The motion carried 5 to 0.

Mayor Rodriguez – Aye

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

2. Adopt/Deny Resolution No. 2600 of the Mayor and Council of the City of Tolleson, Maricopa County, Arizona, adopting the tentative estimates of the amounts required for the public expense for the City of Tolleson for Fiscal Year 2026; adopting a Tentative Budget in the amount of \$233,685,526; setting forth the receipts and amount estimated collectible for the fiscal year; the various purposes; giving notice of the time for the hearing of taxpayers, for adoption of the budget and for fixing tax levies. (Finance Department)

Council Member Erives moved to adopt Resolution No. 2600; the motion was seconded by Council Member Laborin. The motion carried 5 to 0.

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

3. Approve/Deny funding recommendations from the Community Grant Council Subcommittee for the City of Tolleson 2025 Community Grant Program, as follows:
Cornerstone Community Development Corp. (Mercy House Community Center): \$5,000
Dress for Success Phoenix: \$5,000
Helping Families in Need: \$5,000
Homeless Youth Connection, Inc.: \$5,000
Mission of Mercy, Inc.: \$5,000
Sounds of Autism: \$5,000
Teen Lifeline: \$5,000
Valley of the Sun Young Men's Christian Association: \$5,000
The City of Tolleson Community Grant Program provides direct monetary grants to help nonprofit organizations with projects and activities that provide health and human services which improve the quality of life for Tolleson residents. (Community Grant Subcommittee)

Council Member Laborin moved to approve the funding recommendations from the Community Grant Council Subcommittee, excluding the Valley of the Sun Young Men's Christian Association; the motion was seconded by Council Member Chavira. The motion carried 5 to 0.

Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye

Council Member Erives – Aye
Council Member Laborin – Aye

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Discussion on Proposed Cooling and Heating Ordinance – Requested by Vice Mayor Jimmy Davis | Presented by Jason Earp, Development Services Director

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

L. ADJOURNMENT

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

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Laborin – Aye

The meeting was adjourned at 6:56 PM.

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

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

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

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

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un

dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

City of Tolleson
Checks Recorded
Check Dates: April 16, 2025 to May 06, 2025
PAYMENTS OVER \$10,000

VENDOR NAME	GROSS AMOUNT	CHECK #	CHECK/PAYMENT DATE
ALFA LAVAL INC	\$ 234,910.42	184406	4/30/2025
ADAPTIVE ARCHITECTS INC	\$ 130,590.00	184284	4/17/2025
ALFA LAVAL INC	\$ 116,087.74	184406	4/30/2025
SGC LLC	\$ 114,910.20	100536	4/29/2025
ADAPTIVE ARCHITECTS INC	\$ 90,225.00	184284	4/17/2025
KRONOS INCORPORATED	\$ 88,815.89	100532	4/29/2025
CITY OF PHOENIX	\$ 48,958.71	184295	4/17/2025
GREENBERG TRAURIG LLP	\$ 40,000.00	184449	5/1/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYST	\$ 37,104.26	100510	4/25/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$ 36,049.57	100511	4/25/2025
FSL HOME IMPROVEMENTS	\$ 32,913.91	184304	4/17/2025
STIFEL NICOLAUS & COMPANY INC	\$ 30,000.00	100550	5/2/2025
WEST TECH LLC	\$ 29,020.23	184461	5/1/2025
LYFT, INC.	\$ 25,658.15	100501	4/18/2025
ADVANCED ENVIRO CURE LLC	\$ 24,000.00	100539	5/2/2025
FELIX CONSTRUCTION COMPANY	\$ 22,100.38	184303	4/17/2025
CITY OF PHOENIX	\$ 18,290.22	184435	5/1/2025
VAN LOON INDUSTRIES	\$ 15,561.00	184383	4/24/2025
Metropolitan Life Insurance	\$ 14,620.88	184314	4/17/2025
ARMOR PROTECTION GROUP INC	\$ 13,860.00	100553	5/6/2025
FR CAL 3 TOLLESON BUCKEYE LLC	\$ 12,626.11	184382	4/24/2025
CAPITAL PUMP & EQUIPMENT LLC	\$ 11,860.36	100546	5/2/2025
CITY OF TOLLESON-MEDICAL	\$ 10,574.71	100498	4/18/2025
HD SUPPLY, INC	\$ 10,553.34	184331	4/17/2025
VERIZON WIRELESS SERVICES LLC	\$ 10,242.36	184333	4/17/2025

Post-Production File

City of Tolleson
City Council Meeting Minutes
May 13, 2025

Transcription Provided By:
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be a totally verbatim record of the proceedings.

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DAVIS: Good evening, everyone. I am Vice Mayor Davis. Today is May 13th, and I would like to call the City Council meeting to order.

City attorney, will you please provide the invocation, and Council Member Laborin, will you please lead us in the Pledge of Allegiance?

PIERCE: Our father, who art in heaven, we pray at this time give thee thanks for the many blessings that we have. We're grateful to be here, to be alive, grateful for this this council and for their service to our community. Pray that thy spirit would be with them, guide them, direct them to make the decisions that will be best for the community here. We're grateful for those that work on our behalf, that protect us both. God, we pray that that would bless them, keep them safe, bring them home to their families. And we pray for these favors and blessings at this time, and do so in the name of Jesus Christ. Amen.

ALL: Amen.

LABORIN: I pledge allegiance --

ALL: -- 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.

DAVIS: Please let the record reflect that all council members are present, with the exception of Council Member Mendoza. Mayor Rodriguez is online.

Now is the final call to submit speaker requests to the City clerk. All speakers will be limited to three minutes for comments only. Action taken as a result of public comment will be limited to, one, responding to criticism, two, directing staff to review the matter, or, three, asking that a matter be put on a future agenda. Do we have any speaker requests?

ZAMORA: We do not, Vice Mayor.

Okay. Call to the public. It is now call to the public. City Clerk, do we have any submissions?

ZAMORA: We do not.

Scheduled public appearances and proclamations for discussion. Number 1, a proclamation declaring May 18th through 24th, 2025 as Public Works Week in the City

of Tolleson with the theme People, Purpose, Presence. Recognizing the dedicated efforts of public works professionals, including engineers, managers, and employees who plan, build, operate and maintain the infrastructure and services essential to the community's health, safety, sustainability and quality of life.

Development Services Director Earp, will you say a few words regarding this proclamation?

EARP: Thank you, Vice Mayor, members of the council. Just a few words. This year's theme, People, Purpose, Presence, highlights the three cornerstone ideals that motivate public works professionals to serve their communities every day. Meeting the needs of people is what gives public works a sense of purpose. Often the professionals behind this work never meet those whose lives they impact. Because when things are going right, no one notices that public works is even there. Yet with or without recognition, public works is always present, working behind the scenes to enhance the quality of life for everyone.

In 1962, President John F. Kennedy issued a proclamation recognizing public works as vitally important to our nation's health and welfare, and he praised the dedicated professionals who make it all possible. He also emphasized that it is in the public interest for the citizens and civic leaders of this country to gain knowledge of, and to maintain a progressive interest in the public works needs and programs of their respective communities. This week is an opportunity to do just that, to recognize the critical contributions of our public works teams, and to encourage continued support and understanding of their work.

Thank you, Vice Mayor.

DAVIS: You know, public works are crucially important to our city and our lives. They make us, as Jason said, they keep things going, right? We don't even notice them unless something's wrong. So you know, I just want to take a moment to thank all of our public works employees for all of their hard work and keeping our city sustainable and continuing forward.

Anyone else want to add anything? No. Okay.

ERIVES: Well said.

DAVIS: Now, therefore, I, Vice Mayor Davis, do hereby proclaim May 18th through 24th, 2025 as Public Works Week in the City of Tolleson. Be it proclaimed.

Are we going to do a picture? No? Okay.

All right. Item 2, proclamation declaring May 18th through 24th, 2025 as Emergency Medical Services Week in the City of Tolleson with the theme We Care for Everyone.

Recognizing the dedication of EMS teams including first responders, paramedics, emergency medical technicians, dispatchers, and all other out-of-hospital medical care providers who improve survival and recovery through specialized training while providing critical lifesaving care and health care support to the community.

Fire Chief Young will say a few words regarding this proclamation.

YOUNG: Good evening, Vice Mayor, members of council. Thank you for recognizing Emergency Medical Services Week. As Vice Mayor mentioned, this is the 51st anniversary of EMS week and the theme is EMS We Care for Everyone. It's a simple theme, but it's also a true statement for all Tolleson EMS workers. EMS is more than lights and sirens. It's a system built on skill, compassion, and commitment to be there when people need us the most. Every responder, EMTs, paramedics, dispatchers, firefighters, police officers, and even our fire marshal, as well as our Chief of Preparedness play a role in delivering critical care outside hospital walls. These professionals don't just show up for emergencies. They also fill health care gaps and have connected with numerous people with ongoing support through our previous health and vaccine clinics.

Behind every call for service is training, coordination, and heart. Whether it's a car crash, a cardiac arrest, or a neighbor in crisis, Tolleson EMS stands ready. Today I had the pleasure of a previous patient from a few weeks ago, he stopped by the station today to let us know that our crews had saved his life. Captain Gabe Rios, engineer Kevin Blacketer, and firefighters Mike Rose and Patrick Micula responded to a call for a chest and shoulder pain. And the gentleman had recent shoulder surgery. And I think it would have been very easy to attribute the pain that he was in and discomfort to his

shoulder surgery. But through their thorough exam and questioning, they found that he was having a cardiac event. They were able to recognize it on the heart monitor, called the cath lab enroute to the hospital, and according to the cardiologist, had he been ten minutes later to the hospital, he would have died. And so it was an awesome experience to be able to meet him today. So on behalf of all EMS providers in our city, thank you for this proclamation. We appreciate the recognition and as always, we are proud to serve.

DAVIS: Much like our public works, emergency medical responders are crucial to society in general. And keeping, you know, us healthy and going. I was thinking of -- it was the 11th anniversary of my grandma's passing on Sunday, and I kept thinking of one of the last times we called the emergency medical services for her. She kind of wasn't cooperating, but after we told her that they had called 911 and the paramedics were going to be coming, she insisted that they fix her hair and do her makeup. But thank you guys for your service and all that you do in keeping us healthy and living on to see another day.

Anything else? No. Okay. Okay. Should I proclaim it first and then -- okay. All right. Now, therefore, I, Vice Mayor Davis, do hereby proclaim May 18th through 24th, 2025 as Emergency Medical Services Week in the City of Tolleson. Be it proclaimed.

Want to come up for a picture?

GAMEZ: The guy in the middle hold it.

DAVIS: You want to hold this? Hold it open.

You're taller than --

GAMEZ: We're standing up and they're as tall as we are.

DAVIS: Thank you, gentlemen.

Item 3 is introduction of new employees. City Manager Medrano?

MEDRANO: Thank you, Vice Mayor, member of council. This is always my favorite part of the agenda.

First we have from development services, Preston Collins, Streets Maintenance Worker. I don't know if he's here, but the first time I met him he was an absolute joy. You could

tell how much he loved serving people. So that's the type of person that we look for in this organization. And he certainly fits the bill.

And the fire department. Another one that exudes love and kindness every day. And I've only met him before this one time at Roma, where I constantly reside, because I love it there. Battalion Chief Matthew Weaver, he comes to us with 25 years in the fire service, both in Colorado and Arizona, and he has a Master of Science in Emergency Service Management from Columbia Southern University. So welcome, Chief. So happy to have you here.

Next. Another one of my favorite people. I don't know if she's here -- yeah, there she is. Eboni Farmer, Employee Resources Manager, recently earned her certification in Society for Human Resource Management certified professional, SHRM-CP designation. Congratulations, Eboni.

And then for this next one, I'm going to ask Marc Simmons to introduce one of our new teammates. And then afterwards, Sir, I have an additional item I need to mention.

Go ahead, Marc.

SIMMONS: Vice Mayor, members of council, colleagues. Today we're here to recognize one of my great team members for Human Services. Gloria, your hard work and dedication have not gone unnoticed. Your commitment is one of the driving forces behind our department's accomplishments. Your hard work has a ripple effect, motivating others to give their best as well. Your exceptional results are the testament of your hard work and resilience. I value your unwavering commitment and its positive impact on our team. Thank you for your service, professionalism, and compassion. As we reflect on Gloria's achievements and our team's collective efforts, I leave you with this quote: Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it's the only thing that ever has.

Thank you.

MEDRANO: Thank you, Marc. And welcome, Gloria. And I agree with Marc, it's a joy to go down and see you there every day. Even though I got locked out of Human Services for some reason. I don't know why that happened, Chief, but we'll figure it out, I'm

sure.

Finally, I just wanted to share a letter that we received recently. And I'm very proud and honored to share this information with council. With all of you, certainly, but the public in general, so that everyone within earshot understands Tolleson's commitment to education. I can't think of a better example of it than this. And this is to certify that Michael P. Young has completed all degree requirements at Anna Maria College for the Bachelor of Science Degree in the Major of Fire Science, and is entitled to all rights and privileges thereunto appertaining. Said degree was awarded on May 5th, 2025.

Congratulations, Michael. We are very proud of you.

GAMEZ: Stand up and give it to him. Yeah, Mike.

YOUNG: In school -- my colleagues were here in school as well. Deputy Chief Jack Garrison finished his bachelor's degree as well.

Captain Danny Hayes finished his associate's degree.

Next couple of months, Engineer Jeremy Payne, Firefighter Eddie Mason (ph.) will finish his their associate's degree as well.

MEDRANO: Outstanding.

YOUNG: So it's been a lot of hard work.

MEDRANO: Thank you, Chief, for mentioning that. And Tolleson is proud of all of you. Always have been. And your commitment to education sets an example for all of our teammates. All two -- what is it, Wendy? 266 full-time employees? That if you stayed the course and pursue an education at Tolleson, is the right place for you. So thank you. Congratulations to all of you. Thank you, sir.

DAVIS: Congratulations on all of those accomplishments that spectacular. And welcome to all of our new employees. Welcome to the family.

All right. Item 4 is Amazon Prime Air drone delivery. But I think, yeah, the winds are okay. It can't fly in the wind. So we're going to skip that item for today. But that is a new amazing service that is available within our city limits. Amazon drone delivery. We had the opportunity to go to their site last week. Was it last week, week before?

MEDRANO: Yes, sir.

MEDRANO: A few weeks ago.

DAVIS: But it's a really amazing operation that they have over there. And this is the first of its kind facility in the Country. So this is going to be a model for how they move forward with drone delivery service from Amazon.

MEDRANO: So I could offer a shameless plug. This is a sole source, Attorney Pierce, so I think it's appropriate. But you can order from Amazon in Tolleson via drone within a seven mile radius. And that touches four different cities. I'm trying to -- we're trying to get them to go 70 miles, but they're not ready for that.

DAVIS: I was trying to figure out --

GAMEZ: That's nice.

DAVIS: I'm still trying to figure out what items you can order. Yeah, I was trying to get one delivered the other day, and I couldn't find an item. So a notebook, I heard, a notebook. All right. Okay.

All right. G, business from the floor, public hearings and action items. Number 1, public hearing, soliciting comments for interested parties in reference to use permit application number 25040001, as submitted by Michael Muniz, on behalf of the owner, Paul Mascola/Take 5 Oil Change, for the construction of a new 700 square feet, three bay oil change building with a total of 14 parking spaces to be located at 425 North 99th Avenue, Tolleson, Arizona.

I will open this public hearing and turn this over to Development Services Director Earp and the applicants.

EARP: Thank you. Vice Mayor Davis, members of the council, just remind we haven't had a use permit in a while. So any repair, any automotive use that has repairs done to it, i.e. oil change, needs a use permit before it can move to the site plan process. So I just kind of want to give you that history of it. But this is going to be located between the Starbucks and Freddy's on 99th Avenue. With us, we have the developer that has done the whole property from Van Buren to Pierce, Randy Raskins (ph.). And then we also have representative Doug (ph.) from Take 5. They'll kind of do a quick presentation. Just to talk about Take 5 to talk about the project on 99th Avenue. And

then just so you're aware, earlier today, finally PNZ (ph.), after three years' hiatus we're able to listen to this message, and they voted to approve or recommend approval to council unanimously. So with that, I'll call up Randy Raskins.

MEDRANO: (Indiscernible). This is the legendary Randy Raskins, who is responsible for everything that you see on 99th Avenue, north of Van Buren and east of 99th. And we are eternally grateful for your patience, sir. It's been a joy to work with you.

RASKINS: You're awesome.

Vice Mayor Davis, members of council, my name is Randy Raskin, and I'm only responsible for the good stuff. That's it. Okay? If you don't like it, I don't know who did it.

At any rate, yes, I'm the developer for the horizontal improvements on 99th Avenue between Van Buren and Pierce Street. So what we're doing specifically is, for the most part, we're selling the parcels off to users that we think would be a good addition to the City. In addition to that, we are developing Lot 2. That's a project that you'll start taking advantage of in the very near future. We're turning over suites and probably about a week or two to Little Caesars, BoSa Donuts. And there's also going to be a nail salon there. But Take 5 is why we're here tonight, and we're here to discuss a use permit. So let's go to -- why don't we just hit the site plan real quick if we can. Okay. Let's keep going. Okay the parcel we're talking about is referred to as Lot 5, and you'll see the parcel to the right of it, that's Starbucks. The parcel to the left of it is a taqueria, a brand new one, a small one, but they do great work.

You'll notice that on the front of each building is a driveway that runs across the entire span, north to south, along the entire piece. And we've created that so people can move within the project. Each one of these businesses, without going out onto 99th Avenue and interfering with traffic in any way. What I'd like to do is let's go to the -- okay, here's the site plan. So you'll notice the roadway to the left, that is the driveway I just made reference to that connects all the parcels together. You'll notice the traffic, how it wraps around the building, and then goes through the bay and then again out the front after the service is complete. And then either moves to the north or the south to

enter the -- exit the property onto 99th Avenue. So this is -- again, it's a quick oil change business. It's a very fast service. There is no subgrade oil tanks at all. Everything is stored at grade, and is stored on the premises until these tanks are full and then they're pumped out. But everything's inside the building. Nothing's outside the building. So there is no, you know, weird, obnoxious smells, any noise, any light that escapes the building, and there's no negative components of this business.

So today we ask that you approve our use permit, please. And I'm here to answer questions.

DAVIS: Council. Any questions?

GAMEZ: First of all, how many employees do you plan to hire, and will they be local people?

RASKINS: I do not know the answer to that. I we would have to get in touch with Take 5 and see what plans they have for that.

GAMEZ: Talked about the oil that are in tanks and then they're -- I guess they're emptied? Where does that oil go? I've always wondered where the hell it goes, the used oil. I mean, do you sell it off to somebody, they use it somewhere? I mean, what do you do with that?

UNIDENTIFIED SPEAKER: You want me to try to answer that?

RASKIN: I would have to ask. I do not know that one.

GAMEZ: Okay.

UNIDENTIFIED SPEAKER: Honestly, I would be curious as well.

RASKIN: I don't know if they have national accounts, Councilman. I know that in some oil change businesses, a lot of times they'll use it in asphalt mix and you'll see it recycled for roadway use, parking lot use, things like that.

GAMEZ: The last question I have is, what's the cost of an oil change nowadays? You don't know that either? Okay.

RASKIN: I probably should say my person I'm here with today is part of the engineering team that works on all Take 5s nationally.

DAVIS: Anyone available from Take 5 to answer questions? No, they're not. Okay. But

he's on the engineering side, not the operations side?

RASKIN: Yes.

DAVIS: Looks like Mayor Rodriguez has a question online. Mayor Rodriguez?

MAYOR RODRIGUEZ: Yeah. Vice Mayor, a couple things. First of all, thanks for covering the meeting. I woke up with a really bad sore throat, and the last thing I want to do is get my fellow council members sick, so I figured it'd be safer to stay home. But the only thing I wanted to add is the footprint of this development seems to be very well sized for the size of the lot. And I know a lot of times, you know, you want to bring a business to town and you can't fit it because it doesn't fit the lot. I would compare this very close to Federico's next to (indiscernible) 83rd Avenue. It was a weird lot that nothing really could fit in. And Federico's was a perfect fit. And I would say that Take 5 is a good fit here, too. It's not going to add a lot of sales tax revenue. I mean, really, it's going to be the oil and the parts that go into it, your filters, wiper blades, and so on and so forth. But every penny counts when it comes to, you know, our fiduciary responsibility. We're building a future, a pot of money for future programs to serve our residents. So in that respect, I'm in support of this this development. Thank you.

DAVIS: Thank you. Mayor.

CHAVIRA: I'm also supportive of this project, Vice Mayor. I think it's a good addition to Tolleson. I think people need this service, and it's nice to have a service close to home. And not only that, you can get an oil change, and you can walk into Mesquite there or Starbucks or Freddy's and get something to eat or drink while you're waiting. So hey, pretty good. I think it's a great idea.

ERIVES: Hi, my name is Clorinda. I just have a question. Tell me a little bit more about what's Take 5. So for me, I'm thinking, like movies take five, action, you get, you know, relaxed for a bit. So tell me how that is with oil changes?

RASKIN: Do you want to try it or do you want me to? Go ahead. Am I going to fall on this sword?

MEDRANO: I'll do it, I know. I think I understand it because I went to one once. Yeah. Go ahead.

RASKIN: I think they're referencing the amount of time it takes to do an oil change.

ERIVES: Oh, okay.

RASKIN: The whole idea is that you don't have to spend a bunch of time. Take 5, get an oil change.

ERIVES: Do I schedule an appointment before or I can just walk in?

RASKIN: That I don't know.

ERIVES: Okay.

RASKIN: That I don't know. You might be able to do either one.

ERIVES: Okay. So for five minutes I can get my oil changed. And I heard windshield wiper blades and such, so it's a service. Is it like open on Sundays as well? Is it seven days a week?

RASKIN: Seven days a week.

ERIVES: Not 24-hours though, right?

RASKIN: No.

ERIVES: Okay. So some basics --

RASKIN: You can't get your oil changed in the middle of the night.

ERIVES: Is it a personal franchise? Is this like a franchise where someone owns this or is it all corporate?

RASKIN: It's my understanding, it's all corporate.

ERIVES: Okay. Okay. Oh, good. Well, I know we don't have one around. I obviously don't take my car to get oil change, but now I could, right? I could just take the five minutes to get it done.

RASKIN: It doesn't take long.

ERIVES: Right. That would be awesome. Thank you.

RASKIN: You're welcome. Thank you.

MAYOR RODRIGUEZ: I have one more thing, Vice Mayor, if council is finished. I would just encourage Take 5 to consider the first ever Take 25 in Tolleson because we want to spend more time here eating more Mesquite, more Freddy's, and drinking more coffee. But hey, just personal observation.

DAVIS: All right. So I have a couple of questions. I'm assuming they don't have any overnight vehicles? They're not -- are they doing any major repairs or just oil changes?

RASKIN: Hourly for employees with no vehicle storage overnight.

DAVIS: I liked that I heard everything is inside of the facility? All right. So that good. I did have a question about how oil and other toxic chemicals are disposed of. I would really like an answer to that question.

MEDRANO: Vice Mayor, Council, I did talk to the chief building official. He's done some of these in other cities and exactly kind of like Randy explained, it's recycled. So they have a contract with these companies that come in, recycle the oil mainly for asphalt or anything that that it uses oil. So it's all recycled.

DAVIS: I do also, you know, think that this is a good use for this parcel. So where am I at in this thing? All right. Anything else, Council?

Okay.

MEDRANO: Yes. One last thing. Vice mayor, members of council, as the PNZ recommends approval, staff is also recommending approval.

DAVIS: Okay.

MAYOR RODRIGUEZ: Hold on.

DAVIS: Mayor Rodriguez?

MAYOR RODRIGUEZ: Yeah. I was going to going to ask, is there any stipulations on this?

MEDRANO: Vice Mayor, members of council, this is not a site plan. This is just a use permit.

MAYOR RODRIGUEZ: Okay.

MEDRANO: It gives them the authority now, they'll submit their site plan and we'll go through all the engineering, building stipulations, all that will come to you guys in the next time.

MAYOR RODRIGUEZ: Understood. Then I'd like to make a motion to approve.

DAVIS: Well, it's a public hearing, so I think I need to ask the public if anyone wants to --

MAYOR RODRIGUEZ: (Indiscernible).

DAVIS: Any comments from the public? Okay. All right.

Mayor Rodriguez, do you want to do your --

MAYOR RODRIGUEZ: Yes, sir. I'd like to make a motion to approve.

DAVIS: A public hearing. Okay. Mayor Rodriguez is motioning to approve. Okay.

Councilwoman Chavira is seconding. All in favor say aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MAYOR RODRIGUEZ: Aye.

DAVIS: Aye. All opposed? Motion carried.

CHAVIRA: Welcome.

MEDRANO: Members of council, thank you for your time.

DAVIS: All right. Next, consent agenda. I see items 1 through 5 on the consent agenda.

I will now entertain a motion.

Motion to approve from Councilwoman Laborin. Second from Councilwoman Erives. So all in favor, say aye.

ERIVES: Aye.

MAYOR RODRIGUEZ: All those opposed, say nay. Motion carried.

All right. Let's move on to regular agenda. Item 1, Adopt or deny Ordinance Number 620. Development Services Director Earp?

EARP: Thank you, Vice Mayor, members of council. This is probably one of the easiest ones on tonight's agenda. We're following the 2018 ordinances. All of them that you read there, the electrical, the residential, the mechanical, plumbing, et cetera. Every few years they come out with new ones. So the 2024 edition, we're just adopting those new codes. I talked to the chief building official just to make sure there wasn't anything major, any major changes, and there's not. So we just recommend approval.

DAVIS: Council, any questions or comments on these items?

MAYOR RODRIGUEZ: No.

DAVIS: Okay. I'll entertain a motion. All right. Councilwoman Laborin motions to

adopt.

ERIVES: Second.

DAVIS: A second from Councilwoman Erives. All in favor?

ERIVES: Aye.

DAVIS: Aye.

LABORIN: Aye.

DAVIS: All opposed? Motion carries. Number 2 adopt or deny Resolution Number 2600. Chief Financial Officer Artz?

ARTZ: Good evening, Vice Mayor, Council. Before you tonight is resolution 2600 adopting the tentative budget for fiscal year 2026. Just as a bit of a recap. We held three budget work studies during March and April. We went over the revenues, property taxes, property tax rates, and all the expenditures for all of the funds. The tentative budget is required to be completed on auditor general forms. So there's specific forms that we have to follow. Those were included in your packet tonight. The tentative budget sets the maximum spending authority for the City. So after council adopts the tentative budget, we cannot increase it at the next meeting, we can only decrease it. So this is the maximum amount that the budget will be able to be for this fiscal year.

And then we'll present the final budget to council in June. Just to recap of some of the changes that were made since the budget was presented to you. We did increase the cost-of-living adjustment for all employees to the four percent discretionary fund, increase for council of \$3,000 per account, and then the Teen Council funding increase of 35,000. So the book that was the -- or the details that was presented to you includes now these three additional items to get us to our total budget. And that total budget is -- oops, sorry. Our total budget is \$233,685,526 for all funds. And as you can see there on the far right-hand side, all of our funds have a positive or a zero ending fund balance. So we're on the right side of the ledger when we're projecting our fund balance.

So last year's budget was about 198 million. This year is 233 million. So I just wanted to

identify some of the bigger projects that were included this year. There's a lot of capital projects that were included. So we did some additional funding for the aquatic center. So we're using \$10 million of our fund balance for the aquatic center. That's in addition to \$22 million of bonds. So the aquatic center funding in total is about \$32 million in the budget. We included some additional contingency funds of \$2 million in case we have any additional needs in the aquatic center. There's a potential economic development project, and we've included \$15 million in the budget for that item. And then we've got the pedestrian bridge at 91st Avenue, Van Buren, so that's \$4 million of local funds. So you can just see there's almost \$60 million of capital projects that are included in this year's budget. Most of the ones there on the bottom are for water and wastewater. So a significant increase in funding for our capital projects this year over last year.

And then we also did a couple of items in this current year that we're spending the money this year, but it affects next year's fund balance. We purchased the building for the convention center at \$2 million, and then we purchased the land for the aquatic center. So budget for the aquatic center is \$32 million, but we purchased 5 million of land, so total of about \$37 million for the aquatic center.

So with that, staff recommends council adopt resolution 2600, setting forth the tentative budget for fiscal year 2026, in the amount of \$233,685,526. Staff is available if you have any questions.

DAVIS: Well first, I want to thank you for always coming to us with clear, easy to digest information. You know, that it makes it easy for us to -- easier for us to do our job and be the fiduciary agents of this organization. Some of the other boards that I sit on, it's not so well laid out. So thank you for what you do and presenting the information in the way that you do. So thank you for that. But I'll open up to council. Any questions?

ERIVES: I just want to echo your sentiments, Vice Mayor, when you said the difference between the two numbers, some people might just stop there. But you went a little further in and explained why. And I think those are helpful because they're like, why did it go up 35 million, right? I would be like, but now I could say, oh, let me show you some of the projects that we're working on. And I think once people see that, they're like, oh,

they are being good stewards of our money. They are making sure that -- and we can see all these projects being built. Oh, the bridge, oh, the aquatic center. Oh, oh, I can see where my tax dollars are going. But you're doing the diligence to explain it to us is very appreciated. Thank you.

CHAVIRA: I also say thank you. And having not been on this council before, this is an amazingly well run city and I'm so impressed with all of your hard work. All of you. Everyone really does care about this community, and it shows every day in your work and the money that we're spent. We are good stewards of our taxpayer money, I truly believe. And the things that we're going to do are improvements that help and affect everyone in the community in a positive way. So thank you. Thank you all, to the council and to the staff and to you, Mr. Artz, because you do a great job. I appreciate it. Thank you.

DAVIS: Give him a round of applause.

LABORIN: Yes, yes. Thank you.

DAVIS: A lot of quality of life projects coming up. Which is, I think, vital for our community.

Okay. All right. No other questions? Wow. Rigged. Rigged, I tell you. Just kidding.

All right. I'll now entertain a motion. Councilwoman Erives, first motion.

Councilwoman Laborin with a second. All in favor?

LABORIN: Aye.

MAYOR RODRIGUEZ: Aye.

DAVIS: All right. Motion carries. Thank you.

Item 3, approve, deny funding recommendations from the Community Grants Council Subcommittee for the City of Tolleson 2025 Community Grant program as follows.

Cornerstone Community Development Corp Mercy House Community Center for 5,000; Dress for Success Phoenix for 5,000; Helping Families in Need 5,000; Homeless Youth Connection, Inc. 5,000; Mission of Mercy, Inc. 5,000; Sounds of Autism 5,000; Teen Lifeline 5,000; Valley of the Sun Young Men's Christian Association 5,000. The City of Tolleson Community Grants Program provides direct monetary grants to help nonprofit

organizations with projects and activities that provide health and human services, which improve the quality of life for Tolleson residents. Community Grants Subcommittee Inc -- so the Community Grants Subcommittee consists of Council Members Chavira, Laborin, and Mendoza.

Council, does anyone have any questions, or is anybody from the committee going to say a few words maybe? Okay.

CHAVIRA: We met and we discussed all of the grants that were submitted to us. There were quite a number of them, I think 18 in total. And we each had gone through, individually, those requests. And it was actually a pretty smooth process because we each came with our top ideas of people to -- or organizations to grant the funding to. And amazingly, we all were on the same page for the top people. So there were just a couple that were able to add into. And so I think all of these organizations do a great job of serving Tolleson. And we're happy to submit this forward.

DAVIS: I guess one question that I had, so all of them have a program that is directly going to be in Tolleson?

CHAVIRA: Not all of them did. And that was part of the process, right? And so some of them did submit -- they're not particularly in Tolleson, and they may or may not serve people in Tolleson. And then there were others that specifically serve people in Tolleson. And so that was part of that process.

DAVIS: And the ones on this list are all directly doing something in Tolleson? Okay. Okay. That was my question. Yeah.

Staff, anything else? No? Mayor Rodriguez, you have your hand up? You're on mute, sir.

MAYOR RODRIGUEZ: I had to swallow. I got to swallow my food. Yeah. I was reviewing the recipients, and the only one that I had a question about was really the YMCA. You know, I asked for a copy of the application that they submitted. And it was very well written as a boilerplate response. They're a huge organization. I'm sure they apply for a lot of grants. But I've been in Tolleson just about all my life, and I've never seen a YMCA located within Tolleson or a service that directly benefits the residents of Tolleson. So I

for one, if we're going to take a vote on this, would ask that that one be removed because it doesn't fulfill the needs or the requirements of the grant, which is to directly benefit in Tolleson, the residents that live within the boundaries. And I think that's critical because we don't want to set a precedent where every nonprofit out there starts to apply, whether they provide benefits to Tolleson or not. And I think the whole premise behind giving Tolleson money to nonprofits is so that there's a return on investment, and if they're not even present in our community, I don't see how that manifests itself in a benefit to the residents that live here. Thank you.

DAVIS: Thank you. Mayor. Can we talk a little bit about that one specifically? Can we get a synopsis of what --

CHAVIRA: So what happened, Jimmy, is, like I said, each one of us individually went through the grants and had decided which ones were most important to us. And for the most part, we all agreed on that. And then we had some extra money left. And so we sort of -- the way we did it was that we had -- if two people, how many did all three of us agree on? How many did two of us agree on? And that happened to be one at the end where two people agreed on. And so that's the way that we did it. And I think everyone does provide some service to Tolleson, some more than others. Some of the grants, if you looked at them and reviewed them, some of them were not specific as to what perhaps they might do with the money, or they had a much larger project, and this was just a very small piece of the project. So there were lots of things to consider. But certainly if there's another choice or a better choice, we're open to that. I think if Linda would be open to open to that as well, if we want to change.

DAVIS: How would that process work?

MAYOR RODRIGUEZ: Jimmy?

DAVIS: Yes, Mayor?

MAYOR RODRIGUEZ: Yeah. Just to add onto that. I'm okay with the rest of the picks. I mean, we're not required to give out the entire pot. If one of them doesn't meet the requirements of the grant, and the council is okay with just taking their name off. None of these grantees, to my knowledge, have been informed that they've been selected as

a grantor. I would be okay with just removing that one. And maybe next time they apply, the burden of specifying the service to our residents is on them as the person that's applying or the organization that's applying. Maybe that can be explained to them that they need to do a better job of, within the grant application, because the two questions that were asked is very specific to the services to the residents of Tolleson, and within the Tolleson City limits that we would ask that they do a better job of communicating the benefit to the residents of Tolleson, specifically within the boundaries of Tolleson.

And I think next year if they can prove that they actually have a presence here and they're providing a service, we could reconsider. But based on the application that I read, and it's the same one that the panel read, I didn't see any proof of that. And so I just have a hard time approving fiscal commitments to organizations that aren't actually providing a benefit to the people that created the tax pot that we have to divide up for the organizations. So I would ask that that one be removed.

DAVIS: Any other discussion? So I'll need a motion.

MAYOR RODRIGUEZ: I can make a motion if you'd like me to. I would make a motion that all applicants get approved with the exception --

DAVIS: Hold on, Mayor. I think Linda is making a motion.

MAYOR RODRIGUEZ: Okay.

LABORIN: (Indiscernible)?

DAVIS: So he wants to remove the Valley of the Sun Young Men's Christian Association because --

MAYOR RODRIGUEZ: The YMCA.

DAVIS: -- the YMCA because they don't have a direct impact on the City. So he wants to remove them and so motion to remove them and approve the rest of the applicants.

LABORIN: Motion to approve and delete Valley of the Sun Young Men's Christian Association.

CHAVIRA: I second.

MAYOR RODRIGUEZ: Vice Mayor?

DAVIS: Yes, Mayor?

MAYOR RODRIGUEZ: Do we have a second?

DAVIS: Yeah. Councilwoman Chavira is going to second that motion.

MAYOR RODRIGUEZ: Okay. When it's time to make comments, please let me know.

DAVIS: Okay. Make your comment now.

MAYOR RODRIGUEZ: Okay. I would just ask staff to circle back with them. I mean, at the end of the day if there's a better way for them to apply next year and they can say, okay, well, we sponsor this early childhood education center or you know, we have a daycare that we partner with in Tolleson or whatever the connection be, that's what needs to be communicated on that application process. It may just be that they didn't understand what we were looking for as a grantee or a grantor. That's the only thing I would add. I mean, certainly they have a great mission and they're a huge organization. But at the end of the day, you know, we have to make decisions on the grant's requirements. And I think key to it as everything should be when it comes to Tolleson money, is that it services the people that we serve every single day, day in and day out. Thank you.

DAVIS: Thank you, Mayor. Okay. So we had a first and a second. All in favor, say aye.

CHAVIRA: Aye.

LABORIN: Aye.

ERIVES: Aye.

MAYOR RODRIGUEZ: Aye.

DAVIS: Aye. All opposed? All right. Motion carries.

Congratulations to all of our grant recipients.

Okay. So next is Item J, work study and presentations. A discussion on proposed cooling and heating ordinance requested by Vice Mayor Jimmy Davis.

Development Services Director Earp?

EARP: Thank you, Vice Mayor, members of the council. Vice Mayor brought this idea up to us, so we did some small research. This is just a very simple presentation just to kind of get the idea out there. And if City council approves, then we'll work with our city

attorney to get an ordinance in place and then get it approved either at the next meeting or the following.

Okay. So the purpose is to promote health, safety, and welfare of Tolleson residents, set minimum maintenance standards for residential units, prevent undue hardship for tenants. Overview is we're focusing on cooling and heating standards in rental housing and then enforcement will be civil and criminal penalties, if it goes that far. Hopefully not.

So the cooling standards in the summer if the rental house has evaporative cooling, it would need to cool down to 86 degrees or less. And the reason why it's 86 degrees, because evap coolers really can't get much lower than that. If it's an AC unit, then it would be 82 degrees or less. And of course it has to be permanently installed systems only.

DAVIS: So if they don't have a permanently installed system?

EARP: Then we could cite them. And then try to get them to --

DAVIS: Have to have one?

EARP: Correct. This is what we're proposing. And then if everyone agrees, then, we'll put it into the ordinance. And then the heating standard in the winter that it had to heat to 68 degrees or more in all living spaces. Again, permanently installed systems only.

Violations, I didn't want to get too far into it until we talk to our city attorneys and also reviewing other cities and kind of being comparable to everyone else. Which the temperature I gave you is comparable to other cities, what other cities have. Plus it's in the IBC as well, not for the heating but the cooling -- or not for the cooling but the heating. Sorry. So we'll talk about civil violations and criminal violations if it goes that far.

But pretty much that's it. That's kind of more or less just if Vice Mayor Davis wants to talk about it. But we just kind of wanted to give you the meat and potatoes of the ordinance. And then if everyone agrees, the council agrees to move forward, then I'll come back with an ordinance.

DAVIS: It was actually brought to my attention by a friend of mine. They work for the City of Phoenix and they do stuff with rentals. And one of the things that happens is because we know about all the confusion with New Tolleson. So people from Tolleson or New Tolleson will call. And so he wanted to know if we had an ordinance in place because Phoenix does. So they have a little bit more leverage in getting these slumlords to ensure that the living conditions are up to par. So when he asked me about that, I inquired, and we do not have something like that. And I think it's kind of important, especially as we deal with all of the extreme temperatures that we are dealing with and will continue to deal with in the summertime, and the longer stretch of over 110 degrees in the summer. How many days did we had over 110 last year? It was a lot. Every year we break the record. So I just think it's one way that we can help protect our residents who do happen to rent in our community.

LABORIN: Will the landlords be notified? Will they be sent this new ordinance?

EARP: Council Member Laborin, yeah, we'll put out a social media blast. We'll door to door. We'll think of any way we can to get the word out. We'll work through the Senior Center where they come in to get help for utilities, that kind of thing. Especially we want the tenants to know. We want them to know their rights. What this ordinance is. So if they do have a slumlord, then they know who to contact. And then we can go out there and figure out, see what the issue is, and then remedy the issue.

DAVIS: It would also be good, you know, just to get some of these property owners plugged in with some of the services we do offer, because in the summertime, it does sometimes take a great deal of time to get an AC repair person out. So at least maybe they can point the resident to get a temporary unit from us, meanwhile, while they're hopefully doing their due diligence to get it fixed.

LABORIN: And a lot of people from out of state that have properties here that they rent, and the person will ask for help to fix whatever, and they will just take their sweet time about sending somebody to fix the problem. That's why I was asking to see if everybody's going to be notified about the --

EARP: Yes. And Vice Mayor and Council Member Laborin, at least this will give us some

teeth with more so than not having the ordinance. So now we can -- I don't think anybody wants to be cited civilly and in this case, maybe even criminally.

CHAVIRA: Councilwoman Laborin's point, if my memory serves me, the State requires out of state owners to appoint a local agent. And so maybe that could be part of our process too, that they have -- a out of state owner has a responsibility to name the local agent so if the tenant has an issue that someone can be reached to make a repair timely. To your point that people have to wait. But they should have a local agent.

DAVIS: Anything else?

ERIVES: Just kind of like, number wise. Do we know how many complaints we receive already with regards to this issue?

EARP: Vice Mayor, Council Member Erives, I don't know if PD has received any complaints, but our department has not received any complaints. Doesn't mean that they're not out there.

ERIVES: Right, right, right, right.

EARP: So we'll definitely get the word out as much as possible so that our renters know there's something they could do about it.

MEDRANO: Vice Mayor, members of council, Council Member Erives, a lot of the heat related concerns that are raised usually go to the Chief of Social Impact Good. And that's when we engage our heat relief options from ACs to inspections, et cetera. So complaints, I don't think we get very many. It's more of just requests for assistance.

DAVIS: How many rental homes do we have in the City?

EARP: Vice Mayor Davis, so I was just about to say that. We're going to do some research and see. The only issue I see is the ones that don't, what's the word I'm looking for, not recorded but register, there you go, their rental. But we'll try to see what we have, how many we have, and make sure both know the tenants and the landowner know. Yep.

DAVIS: There are slumlords out there so we got to do what we can to protect people. Thank you.

Okay. Item K, Mayor and City Manager's Report of Current Events for Discussion.

There's nothing listed. Raised anything? No?

Okay. All right. Well this was my first -- Mayor?

MAYOR RODRIGUEZ: Was staff looking for a kind of a general feel for what council thought about the last item? Or was it just a general presentation to come before us in a future date?

MEDRANO: Got it, Sir. So we're ready to go forward.

DAVIS: Okay.

MAYOR RODRIGUEZ: Okay.

DAVIS: Sounds like they have the information that they need to move forward. Did you have any --

MAYOR RODRIGUEZ: No. I just want to add I'm in support of it. I think it's a great idea. And we are adding a lot of rental stock into our community with all the new developments coming in. So I think it would be a good time to do it now. And so that when these problems ever come up, hopefully they don't, but if they do, we'll be in a good place to be able to address them.

DAVIS: Agreed. Okay.

All right. So item K.

MAYOR RODRIGUEZ: Oh, and I also want to say thank you for running the meeting tonight I appreciate it. My throat definitely appreciates it.

DAVIS: Well thank you. Thank you. I was going to say this was my first time doing this and I was super, super nervous, but I survived.

GAMEZ: Great job.

DAVIS: Thank you.

ERIVES: Good job, Jimmy.

DAVIS: Yes, I will entertain a motion to adjourn and go home.

Councilwoman Laborin motions. Second to Councilwoman Chavira. All in favor, say aye.

CHAVIRA: Aye.

LABORIN: Aye.

ERIVES: Aye.

GAMEZ: Aye.

MAYOR RODRIGUEZ: Aye.

DAVIS: All right. Meeting adjourned.

MAYOR RODRIGUEZ: Good night, everybody.

CHAVIRA: Good night, everyone.

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 MAY 13, 2025. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

CRYSTAL ZAMORA, CITY CLERK



CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of May 7, 2025 to May 20, 2025

MEETING DATE: May 27, 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 May 7, 2025 to May 20, 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: May 7, 2025 to May 20, 2025

PAYMENTS OVER \$10,000

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
FELIX CONSTRUCTION COMPANY	77,769.12	184520	05/09/2025
ASR CONSTRUCTION GROUP LLC	62,810.66	184517	05/09/2025
HAYDON BUILDING CORP	62,195.75	184521	05/09/2025
ASR CONSTRUCTION GROUP LLC	60,725.09	184517	05/09/2025
ANDRUS PROPERTIES INC	57,924.83	184463	05/07/2025
FELIX CONSTRUCTION COMPANY	57,303.10	184520	05/09/2025
ALFA LAVAL INC	55,007.00	100597	05/09/2025
ADVANCED ENVIRO CURE LLC	54,000.00	100596	05/09/2025
ASR CONSTRUCTION GROUP LLC	46,529.98	184517	05/09/2025
BROWN AND CALDWELL	43,712.00	100600	05/09/2025
STRAIGHT ARROW CONTRACTING, LLC	34,771.07	184503	05/07/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	34,020.76	100575	05/08/2025
BUSBY INDUSTRIES, INC.	33,699.15	184518	05/09/2025
SOLENIS LLC	32,976.00	100606	05/09/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	32,000.09	100576	05/08/2025
STRAIGHT ARROW CONTRACTING, LLC	23,180.71	184503	05/07/2025
KIMLEY-HORN AND ASSOCIATES, INC.	20,790.00	100584	05/08/2025
STERLING COMPUTERS CORPORATION	17,927.08	100638	05/20/2025
C & I SHOW HARDWARE & SECURITY SYSTEM INC	17,093.91	184519	05/09/2025
VIASUN CORPORATION	16,689.15	184530	05/09/2025
KIMLEY-HORN AND ASSOCIATES, INC.	16,300.90	100584	05/08/2025
JACOBS ENGINEERING GROUP INC	15,915.00	100603	05/09/2025
ARIZONA STATE TREASURER	14,341.00	184535	05/15/2025
LOGICALIS INC	14,125.00	184488	05/07/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	10,612.00	184471	05/07/2025
CITY OF TOLLESON-MEDICAL	10,424.53	100628	05/20/2025
PARTNER ONE IT LLC	10,227.60	184524	05/09/2025



CITY COUNCIL REPORT

SUBJECT: Rush Truck Centers Cooperative Purchasing Agreement

MEETING DATE: May 27, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting the approval of the Cooperative Purchasing Agreement between the City of Tolleson and Rush Truck Centers of Arizona, Inc., dba Rush Truck Centers, Phoenix, for medium and heavy-duty fleet vehicles.

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:

Rush Truck Centers of Arizona, Inc., dba Rush Truck Centers, Phoenix, supplies medium and heavy-duty fleet vehicles. The Utilities Department will be replacing the Tractor Trailer utilized for the hauling of biosolids from the wastewater plant to the land application site.

BUDGET IMPACT:

Commencing with the fiscal year July 1, 2025 through June 30, 2026, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of \$300,000 for each fiscal year.

RECOMMENDATION:

Staff recommends the City Council approve the Cooperative Purchasing Agreement with Rush Truck Centers of Arizona, Inc., dba Rush Truck Centers, Phoenix.

ATTACHMENTS:

1. 05 27 25 UT - CPA -Rush Truck Centers of Arizona, Inc. - End Date 05 29 29

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
RUSH TRUCK CENTERS OF ARIZONA, INC.
DBA RUSH TRUCK CENTERS, PHOENIX**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is between the City of Tolleson, an Arizona municipal corporation (the "City"), and Rush Truck Centers of Arizona, Inc. DBA Rush Truck Centers, Phoenix (the "Contractor"), and Arizona corporation and shall become effective (the "Effective Date") upon the date this Agreement is signed by both Parties.

RECITALS

A. After a competitive procurement process, the City of Phoenix ("AGENCY") entered into Contract No. IFB 24-FSD-034, dated May 29, 2024, as amended (collectively, the "Cooperative Contract") for the Contractor to provide medium and heavy duty fleet vehicles ("Vehicles"). A copy of the Cooperative Contract is on file with the City Clerk's office and is attached hereto by reference, to the extent said Cooperative Contract is not consistent with this Agreement.

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 29, 2027 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Cooperative Contract. After the expiration of the Initial Term, this Agreement may be renewed for two-one year options if it is

deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and the term of the Cooperative Contract has not expired or has been extended. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2.1 Inspection; Acceptance. All Vehicles are subject to final inspection and acceptance by the City. Vehicles failing to conform to the requirements of this Agreement and/or the Cooperative Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of a non-conforming Vehicles, 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 Vehicles into compliance and withhold the cost of same from any payments due to the Contractor.

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

3. Compensation. The City shall pay Contractor for the Term and for each an annual aggregate amount not to exceed \$300,000.00 for the Vehicles at the rates that shall be agreed upon by the parties.

4. Payments. The City shall pay the Contractor based upon acceptance and delivery of Vehicles, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Cooperative Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of vehicles delivered, time

expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Cooperative Contract will be subject to rejection and may be returned.

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

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

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

8. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees

incurred by the City in defending such as action.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

11. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

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

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

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

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

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

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

If to the City: City of Tolleson
 9055 W. Van Buren Street
 Tolleson, Arizona 85353
 Attn: Crystal Zamora, City Clerk

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

If to Contractor: Rush Truck Centers of Arizona, Inc.
 DBA Rush Truck Centers, Phoenix
 9600 West Roosevelt Street
 Tolleson, AZ 85353
 ATT: Chris Ryan
 EMAIL: RyanC@RushEnterprises.com

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

RUSH TRUCKCENTERS OF ARIZONA, INC. DBA RUSH TRUCK CENTERS, PHOENIX,
an Arizona corporation,

By: _____

Name: _____

Its: _____

Date: _____

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

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

"Contractor"

RUSH TRUCKCENTERS OF ARIZONA, INC. DBA RUSH TRUCK CENTERS, PHOENIX,
an Arizona corporation,

By: 

Name: CHRIS RYAN

Its: RGM

Date: 3/11/25

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
RUSH TRUCKCENTERS OF ARIZONA, INC.
DBA RUSH TRUCK CENTERS, PHOENIX

[Purchase Order]

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

OFFER

(please complete, sign, and return with the submittal)

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No.	07-599669- K
Use Tax No. for Out-of-State Suppliers	N/A
City of Phoenix Sales Tax No.	99009306
Arizona Corporation Commission File No.	F-0887513-4

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION 2 - INSTRUCTIONS - CITY'S REGISTRATION)	3025231
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

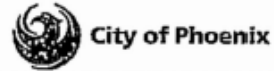
 Authorized Signature	2/12/24 Date
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Chris Ryan, Regional General Manager
Print Name and Title
(President, Manager, Member)

Rush Truck Centers of Arizona, Inc. dba Rush Tr
Offeror Legal Name and Company Type
(LLC, Inc., Sole Proprietor)

Street Address:	9600 West Roosevelt Street
City, State, Zip Code:	Tolleson, AZ 85353
Telephone Number:	520-837-9305
Email Address:	RyanC@RushEnterprises.com

Invitation For Bid #IFB 24-FSD-034
Title: Medium & Heavy Duty Cab and Chassis



ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX
A Municipal Corporation
Jeffrey Barton, City Manager

Felipe Moreno

Director or delegate: Felipe Moreno
Title: Public Works Director
Department: Public Works Department



Attest:

Devin Asch-Sold

this 29 day of May 2024

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.



CITY COUNCIL REPORT

SUBJECT: Water Works Engineers Cooperative Purchasing Agreement

MEETING DATE: May 27, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting the approval of the Cooperative Purchasing Agreement between the City of Tolleson and Water Works Engineers, LLC, for on-call water resources engineer services.

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 Consultant; and the Cooperative Contract permits its cooperative use by other public entities, including the City.

The City and the Consultant 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 Consultant 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:

Water Works Engineers, LLC, provides on-call water resource engineering services. The Utilities Department wishes to increase the annual aggregate amount.

BUDGET IMPACT:

The City shall pay the Consultant an annual aggregate amount not to exceed \$400,000 for the services. This Agreement shall remain in full force and effect until May 21, 2026 and shall automatically extend for any additional period for which the Cooperative Contract is extended.

RECOMMENDATION:

Staff recommends the City Council approve the Cooperative Purchasing Agreement with Water Works Engineers, LLC.

ATTACHMENTS:

1. 05 27 25 UT - CPA - Water Works Engineers, LLC - End Date 05 21 26

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
WATER WORKS ENGINEERS, LLC

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the City of Tolleson, an Arizona municipal corporation, (the “City”), and Water Works Engineers, LLC, an Arizona limited liability company, (the “Consultant”) (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 Scottsdale, an Arizona municipal corporation, and Consultant entered into Contract No. 2024-076-COS (collectively, the “Cooperative Contract”), for On-Call Water Resources Engineer Services (“Services”). A copy of the Cooperative 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 directly enter into this Agreement with Consultant because the procurement methods of the City of Scottsdale in securing the Cooperative Contract comply with the intent of the City’s procurement code.

C. The City and the Consultant 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 Consultant 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.

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 Consultant 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 May 21, 2026 (the “Term”) unless terminated as otherwise provided in this Agreement or the Cooperative Contract. This Agreement shall automatically extend for any additional period for which the Cooperative Contract (2024-076-COS) is extended by Scottsdale, under the same terms and conditions (“Renewal Term(s)”). Such extension (if any) shall occur without the need for further written amendment or agreement between the parties, provided that the underlying Cooperative Agreement remains valid and in effect, and that the Consultant is willing and able to perform under such extended term. The City shall provide written notice of the extension period(s) within

a reasonable time after being notified of the Cooperative Agreement's extension. The Initial Term and the Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery, i.e., as needed as determined by the City, Agreement for Services under the terms and conditions of the Cooperative Contract. The City does not guarantee that any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Consultant 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 Cooperative Contract and (ii) be attached hereto as Exhibit A and incorporated herein by reference. Purchase Orders submitted without referencing this Agreement and the Cooperative Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Services are subject to final inspection and acceptance by the City. Services failing to conform to the requirements of this Agreement and/or the Cooperative Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Upon discovery of non-conforming Services, the City may elect to do any or all of the following by written notice to the Consultant: (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 Consultant.

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 Consultant, but only for actual and documentable costs incurred by the Consultant due to and after issuance of the Purchase Order. The City will not reimburse the Consultant for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City's payments to the Consultant (if any) shall not exceed an aggregate amount of \$400,000.00 for each fiscal year, July 1st through June 30th, for the Services at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

4. Payments. The City shall pay the Consultant 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 Cooperative Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Cooperative Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under Section 6 below, Consultant'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 Consultant 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 Consultant'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, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this 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 Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its 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 Consultant 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. Consultant 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 Cooperative Contract, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Cooperative Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Purchase Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Cooperative Contract shall not alter such terms and conditions or relieve Consultant from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Cooperative Contract, the City shall be afforded all of the rights and privileges afforded to the City of Scottsdale and shall be "City" (as defined in the Cooperative Contract) for the purposes of the portions of the Cooperative 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 Cooperative Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Consultant's obligation to provide the indemnification and insurance. In any event, the Consultant 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 Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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

14. China. Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant 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 consultants, 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. Consultant 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.

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

If to the City:	City of Tolleson 9055 W. Van Buren Street Tolleson, Arizona 85353 Attn: Crystal Zamora, City Clerk
With copy to:	Pierce Coleman PLLC 17851 North 85th Street, Suite 175 Scottsdale, Arizona 85255 Attn: Justin Pierce, City Attorney
If to Consultant:	Water Works Engineers, LLC 7500 North Dobson Road, Suite 200 Scottsdale, Arizona 85256 Attn: John Matta

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:

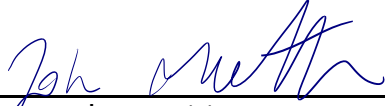
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

"Consultant"

WATER WORKS ENGINEERS, LLC,
an Arizona limited liability company,

By: _____
Name: John Matta
Its: Manager

05/06/2025

Date

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
WATER WORKS ENGINEERS, LLC,

[Purchase Order]

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



CITY COUNCIL REPORT

SUBJECT: Second Amendment to San Tan Auto Partners Cooperative Purchasing Agreement

MEETING DATE: May 27, 2025

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Police Department is requesting the approval of the Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and San Tan Auto Partners, LLC for the purchase of vehicles.

BACKGROUND:

Over the past year, the police department experienced the loss of three patrol vehicles due to damage, wear and tear including excessive mileage, and the donation of one vehicle to the West Valley Law Enforcement Academy for driving training. The replacement of these three vehicles was not included in the previous purchase of vehicles to satisfy the department's vehicle take-home program. In addition, the Department is currently using a 2011 Chevy Impala as an administrative vehicle. This vehicle is 14 years old, has well over 100,000 miles, and is consistently in the mechanic's shop for a multitude of mechanical issues.

DISCUSSION:

An opportunity was presented to purchase four 2025 Ford Explorer Police Interceptor Hybrids from San Tan Ford at a discounted price due to the vehicles being ordered by a different law enforcement agency and delivered to the emergency equipment outfitters (AEP). These vehicles were ordered as hybrids by mistake, so the agency refused them. In addition, AEP had already ordered and received the emergency equipment for each vehicle. The department will use remaining Public Safety Sales Tax funds to purchase and outfit three of these vehicles for use as patrol vehicles, with the fourth vehicle serving as an administrative vehicle for the use by non-sworn police personnel on an as-needed basis. With the purchase of these four vehicles, the department will be able to replace all four vehicles previously discussed with hybrid gas/electric vehicles, at a discounted price and before vehicle prices are increased next year. In addition, the Department will be able to take possession of these vehicles in less than one month as opposed to waiting, sometimes ten months or more, for vehicles and equipment to be ordered, delivered, and outfitted before taking delivery. The payment to San Tan Ford for the purchase of these four vehicles, with outfitting included, totals \$273,954.45. For this reason, the annual aggregate amount of the existing Agreement with San Tan Ford needs to be increased.

BUDGET IMPACT:

The City desires to amend the existing Agreement to increase the annual aggregate amount from \$200,000 to \$500,000 for additional equipment and to retroactively extend the term of the Agreement from March 16, 2025 to March 16, 2026.

RECOMMENDATION:

Staff recommends the City Council approves the Second Amendment to the Cooperative Purchasing Agreement with San Tan Auto Partners, LLC.

ATTACHMENTS:

1. 05 27 25 PD - Second Amendment to CPA - San Tan Auto Partners LLC - End Date 03 16 26

**AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SAN TAN AUTO PARTNERS, LLC**

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

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

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement on April 25, 2023 (the “Agreement”) based upon the State of Arizona through its Department of Transportation and Contractor entered into Contract No. CTR059323-1, as amended, (collectively, the “Cooperative Contract”), for the purchase of vehicles (“Equipment”). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City has determined that additional Services are necessary and desires to extend the term of the Agreement.

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

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 Paragraphs 1 and 3 of the Agreement as follows:

1. Term of Agreement. This Agreement is retroactively extended and shall be effective on the last signature date set forth below and shall remain in full force and effect until ~~March 16, 2024~~ ~~March 16, 2025~~ **March 16, 2026** (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

3. Compensation. The City shall pay Contractor for the Term, if any, an annual aggregate amount not to exceed ~~\$200,000.00~~ **\$500,000.00** for the Additional Equipment.

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”

SAN TAN AUTO PARTNERS, LLC,
an Arizona limited liability company

By: _____

Name: _____

Its: _____


Joe Sanchez
Government Fleet Director

May 13, 2025
DATE



ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners	AMENDMENT NO.: Three (3)
DESCRIPTION: CTR059323 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Three (3) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 621 N.S. - Residential Rental Cooling and Heating Requirements

MEETING DATE: May 27, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting the adoption of Ordinance No. 621 N.S., amending the Tolleson City Code, Chapter 5, Article 5-10, by amending Section 5-10-4, Violations; Penalties, and adding a new Section 5-10-5, Residential Rental Cooling and Heating, pertaining to minimum cooling and heating standards of residential rentals.

BACKGROUND:

The proposed ordinance aims to amend the City Code to promote public health, safety, and general welfare by ensuring all residential rental units in Tolleson meet basic temperature control standards. This action is in response to increased awareness and concern regarding extreme temperatures and inadequate climate control in rental housing.

DISCUSSION:

Key updates include:

Section 5-10-4, Violations; Penalties:

Expanded to clarify that the City may proceed with either civil or criminal enforcement for violations of the new standards, with specific penalty structures outlined.

New Section 5-10-5, Residential Rental Cooling and Heating:

Establishes required temperature thresholds for rental units:

Cooling must maintain $\leq 86^{\circ}\text{F}$ with evaporative systems or $\leq 82^{\circ}\text{F}$ with air conditioning.

Heating must maintain $\geq 68^{\circ}\text{F}$.

Cooling and heating systems must be permanently installed and tenant-controlled.

Use of unvented combustion heaters and cooking appliances for heating is prohibited.

These provisions ensure habitable conditions year-round and reduce potential health risks to tenants due to extreme temperatures.

BUDGET IMPACT:

There is no direct fiscal impact to the City. Compliance costs will be the responsibility of property owners and managers.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 621 N.S., establishing minimum requirements for cooling and heating in residential rental properties to safeguard tenant health and safety.

ATTACHMENTS:

1. Ord 621 N.S. Residential Rental Cooling and Heating Requirements 05 27 25

ORDINANCE NO. 621 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE TOLLESON CITY CODE, CHAPTER 5, ARTICLE 5-10, BY AMENDING SECTION 5-10-4, VIOLATIONS; PENALTIES, AND ADDING A NEW SECTION 5-10-5, RESIDENTIAL RENTAL COOLING AND HEATING, PERTAINING TO MINIMUM COOLING AND HEATING STANDARDS OF RESIDENTIAL RENTALS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, the City of Tolleson, Arizona (the "City") desires to amend the City Code to promote the health, safety and welfare of the citizens of Tolleson by establishing minimum standards for the condition and maintenance of residential rental buildings. The intent is to insure that individuals and families do not suffer undue hardship; and

WHEREAS, the City Council of the City of Tolleson has determined that the proposed amendments are in the best interests of City residents and protect public health and safety.

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

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

Section 2. The Tolleson City Code, Chapter 5, Article 5-10, Section 5-10-4, VIOLATIONS; PENALTIES, Subsections (A), is amended to reads as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

(A) *Violations.*

- (1) It shall be unlawful, punishable by civil sanctions as set forth below, for any owner of residential rental property to fail to perform any act or duty required by any provision of this article.
- (2) When two or more persons have liability to the city or are responsible for a violation of this article, their responsibility shall be joint and several.
- (3) NOTWITHSTANDING, THE CITY MAY ELECT TO PROCEED EITHER CIVILLY OR CRIMINALLY AGAINST ANY PERSON WHO CAUSES, PERMITS, FACILITATES, OR AIDS OR ABETTS ANY VIOLATION OF SECTION 5-10-5. A CRIMINAL VIOLATION SHALL BE DESIGNATED AS A CLASS ONE MISDEMEANOR IN ACCORDANCE WITH SECTION 1-1-8 OF THIS CODE. A CIVIL VIOLATION SHALL BE PUNISHABLE BY NOT LESS THAN ONE HUNDRED DOLLARS (\$100.00) NOR MORE THAN ONE THOUSAND DOLLARS (\$1,000.00).

Section 3. The Tolleson City Code, Chapter 5, Article 5-10, is hereby amended by adding Section 5-10-5, RESIDENTIAL RENTAL COOLING AND HEATING, which shall read as follows:

§ 5-10-5- RESIDENTIAL RENTAL COOLING AND HEATING.

(A) General provision.

Every Residential Rental Housing Unit shall contain safe cooling and heating facilities which are properly installed and maintained in sound condition and capable of providing adequate cooling and heating, appropriate for the climate, to assure a comfortable and healthy living environment. For the purposes of this Section, Residential Rental Housing Unit means that portion of a dwelling for which payment or other consideration is being made to an owner, agent or manager for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels and motels.

(B) Cooling requirements.

Every Residential Rental Housing Unit shall have cooling, under the tenant's control, capable of safely cooling all habitable rooms, bathrooms and flush toilet rooms located therein to a temperature no greater than eighty-six degrees (86º) Fahrenheit, if cooled by evaporative cooling, or eighty-two degrees (82º) Fahrenheit, if cooled by air conditioning. Temperature measurements shall be taken at a distance three (3) feet above floor level in the center of the room. Required cooling shall be provided by permanently installed cooling facilities. Except that those air conditioning facilities serving more than one (1) rental housing unit shall only be required to be designed and operating in conformance with manufacturer's specifications.

(C) Heating requirements.

Every rental housing unit shall have heating, under the tenant's control, capable of safely heating all habitable rooms, bathrooms and flush toilet rooms located therein to a temperature of at least sixty-eight degrees (68º) Fahrenheit at a distance three (3) feet above floor level in the center of the room. Required heating shall be provided by permanently installed heating facilities.

(D) Unvented combustion heaters; prohibited.

No owner, agent or manager shall provide, install or allow to be installed or used any unvented portable space heaters burning solid, liquid or gaseous fuels.

(E) Cooking appliances as heaters; prohibited.

No owner, agent or manager shall allow the use of any ovens, stoves or ranges, or other cooking appliances for the purpose of heating any portion of a dwelling.

Section 4. Providing for Repeal of Conflicting Ordinances. All ordinances, parts of ordinances and resolutions in conflict with the provisions of this Ordinance, or any part of the City Code adopted here by reference, are repealed.

Section 5. Providing for Severability. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Providing for Penalties. For a violation of this Ordinance, the city may elect to proceed either civilly or criminally. A criminal violation shall be designated as a class one misdemeanor and shall be subject to a fine not to exceed two thousand five hundred dollars (\$2,500.00), exclusive of penalty assessments prescribed by law, a sentence of incarceration not to exceed six (6) months in jail, and probation not to exceed three (3) years. Any person who is found responsible for committing a civil code infraction under this Ordinance is subject to a civil sanction of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00).

Section 5. 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 this 27th day of May, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney



CITY COUNCIL REPORT

SUBJECT: Chasse Building Team Professional Services Agreement

MEETING DATE: May 27, 2025

TO: Mayor and Council

FROM: Chris Hamilton, City Engineer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is seeking authorization for the City Manager to enter into and execute the Construction Manager at Risk (CM@R) Agreement between the City of Tolleson and Chasse Building Team, Inc., for Phase I and Phase II in the amount of \$3,225,511 for pre-construction services and procurement of long lead items related to the Tolleson Aquatics Center project.

BACKGROUND:

On June 25, 2024, Council approved the first amendment with Adaptive Architects for the final design of the Tolleson Aquatics Center due to a site relocation. A Request For Statement of Qualifications was advertised in March of 2023. 3 submittals were received, reviewed and scored by Staff. After interviews, Chasse Building Team was selected as the candidate to move forward with as CM@R contractor.

DISCUSSION:

With the design nearing completion, the first phase of Contractor engagement includes review of design, specifications and construction costing to prepare the final guaranteed maximum price (GMP). The Contractor would like to move forward with the procurement of long lead items that are on the critical path of construction. Upon completion of the design, a guaranteed maximum price for construction will be developed by the team and presented to Council for approval.

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 Tolleson Aquatics Center line. Phase 1 is \$160,000 and Phase 2 budget is \$3,065,511.

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to enter into and execute the Construction Manager at Risk (CM@R) Agreement between the City of Tolleson and Chasse Building Team.

ATTACHMENTS:

None



Tolleson Fire Department

MONTHLY REPORT

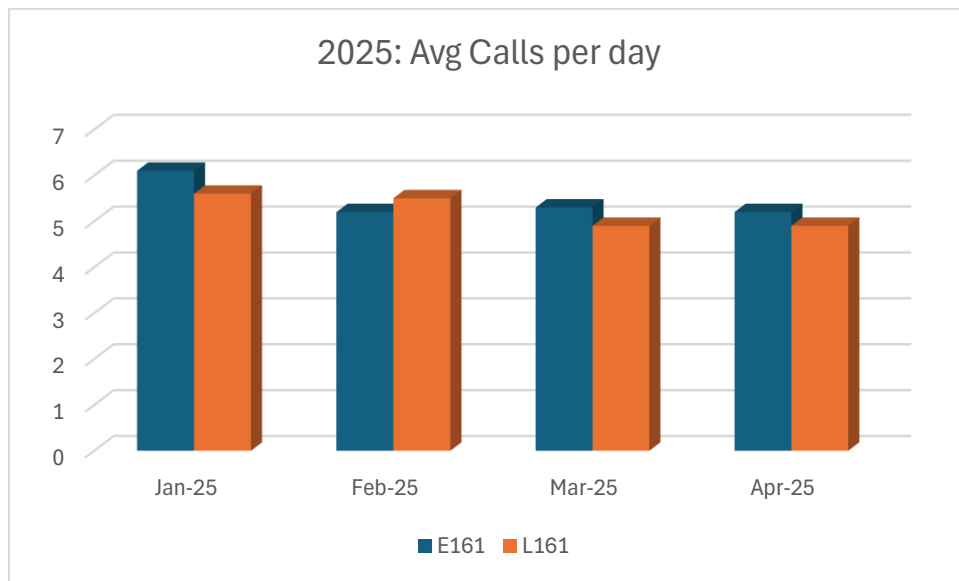
APRIL 2025



Operations

April Call Volume

For April, Engine 161 ran 155 calls (5.2 calls per day), and Ladder/LT161 ran a combined 148 calls (4.9 calls per day).



Personnel

- FTEs
 - Firefighters – 11 / 5 vacant
 - Engineers – 7 / 0 vacant
 - Captains – 6 / 0 vacant
 - Battalion Chiefs – 2 / 1 vacant
- Promotions/New Hires
 - New Battalion Chief Matt Weaver started with us April 28.
 - Firefighter AJ Nickens graduated from the fire academy on April 18, 2025 and is now working in the field as a probationary firefighter.
- Certifications & Education
 - Three members attended the 2025 FDIC Conference in Indianapolis, and participated in valuable training and networking opportunities. Sean Lucas, Ken Fennema, and Jack Garrison completed over 71

hours of combined hands-on and classroom training, covering topics such as emergency response, fire investigation, leadership development, and advanced firefighting techniques. They also engaged extensively with vendors, gaining insights into modern firefighting tools and strategies. We are looking to send more people to this conference next year to support professional development, departmental growth, and effectiveness.

Fire Prevention

- 24 Inspections/reinspection/follow-ups
- 12 Records Request
- Special Hazards
 - City meeting regarding concerns with Kroger, SpudCo, and Ever Crisp ammonia systems
 - Fastik tenant improvement project
- Plans reviews & Water Flow Tests
 - SpudCo
 - Vanguard Project finalization
- Training
 - FDIC Conference
 - Code Enforcement Symposium
- Assisted Costco with Emergency Drills
- Hydrant Flow tests on public and private hydrants
- Community Health Clinic
 - Administered 74 vaccines to 25 people



Tolleson Police Department

Monthly Report | April 2025



Table of Contents

Mission and Values	1
Staffing	2
Persons, Property, and Society Crime Data.....	3
Crash Data.....	4
Traffic Safety Data	4
Calls for Service and Dispatch Data	5
Special Unit Activity	6
Highlights and Outreach	8
Upcoming Community Events	9

Mission, Values, and Staffing

Mission of the Tolleson Police Department

The Mission of the Tolleson Police Department is to build strong community relationships and take the criminal element off the streets of Tolleson. These two things are not mutually exclusive, it's not one or the other.

**We will achieve our mission through a
commitment to these values:**

Be Nice

Dedicated to Service

Committed to Teamwork

Pride in Everything We Do

Uncompromising Integrity

Fair & Equitable Practices

The Tolleson Police Department is committed to treating everyone fairly and equitably. Continuing these practices, along with the community policing model, will continue to enhance our trust and partnership with the Tolleson community.

Total Staffing Summary Current		
Total Authorized Sworn		39
Current Operating Sworn		37
Officers in FTO Training		2
Police Recruits		1
Vacancies		1
Total Authorized Non-Sworn		27
Current Operating Non-Sworn		24
Total		66
Sworn Staffing by Assignment		
Assignment	Assigned	Vacant
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	17	1
Investigations Detective	4	0
Community Action Team	2	0
Traffic Enforcement Officer	1	1
School Resource Officer	3	0
Civic Center Officer	1	0
Police Recruit	1	N/A
Total	38/39	N/A
Non-Sworn Staffing		
Assignment	Assigned	Vacant
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	12	4
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
Total	23	4



Persons, Property, and Society Crime Data

Persons Crimes					
Type	April		YTD		
	2024	2025	2024	2025	% Change
Homicide Incidents	0	0	0	0	0
Robbery Incidents	0	1	2	4	+100.00%
Sex Offense Incidents	1	3	9	6	-33.33%
Aggravated Assault Incidents	5	7	14	15	+7.14%
Simple Assault Incidents	17	16	62	51	-17.74%

Property Crimes					
Type	April		YTD		
	2024	2025	2024	2025	% Change
Burglary/Breaking & Entering Incidents	5	3	11	8	-27.27%
Vehicle Trespass & TFMV Incidents	5	3	19	18	-5.26%
Stolen Vehicles	1	5	20	17	-15.00%
Recovered Stolen Vehicles	7	12	44	30	-31.82%
- Recovered Tolleson	2	4	7	8	+14.29%
- Recovered Other	5	8	37	21	-43.24%
Shoplifting Incidents	35	17	146	93	-36.30%
All Other Theft Incidents	17	5	48	32	-26.09%

Society Crimes					
Type	April		YTD		
	2024	2025	2024	2025	% Change
Drug/Narcotic Incidents	12	8	46	34	-26.09%
Weapons Incidents	7	4	17	21	+23.53%

Crash Data

Motor Vehicle Crashes					
Crash Type	April		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	0	1	0	-100%
Injury	15	9	47	41	-12.77%
Non-injury	18	18	90	103	+14.44%
Unknown	0	0	0	0	N/A
Total	33	27	138	144	+4.35%

Pedestrian / Bicycle Involved Crashes					
	April		YTD		
	2024	2025	2024	2025	% Change
Pedestrian	1	1	3	2	--33.33%
Bicycle	0	0	0	0	N/A

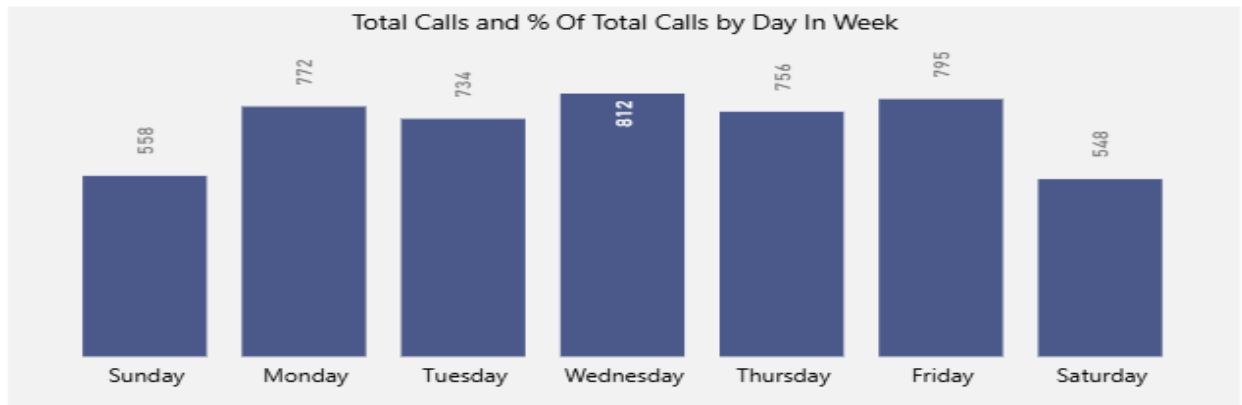
Traffic Safety Data

Traffic Safety Metrics					
	April		YTD		
	2024	2025	2024	2025	% Change
Traffic Stops	346	232	828	1,019	+23.07%
DUI Arrests Felony and Misdemeanor	13	12	46	56	+21.74%
Speed Citations	35	44	82	217	+268.08%



Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)



Total calls processed by Tolleson Police Communications in April 2025: **7,089**

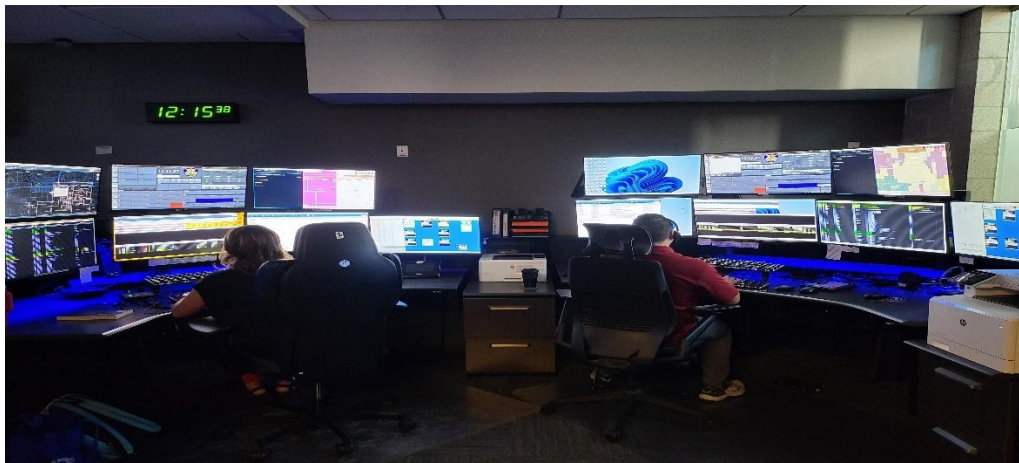
- **353** calls were transferred to the fire department

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **95.25 %**
- Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within twenty (20) seconds. **97.37%**

RESPONSE TIMES

Response Time Averages		
Priority	2024	2025
1	2:17	2:18
2	8:03	6:06
3	9:35	10:00





Dispatch Incident Distribution					
Agency	April		YTD		
	2024	2025	2024	2025	% Change
Tolleson PD	1527	1328	5801	5539	-4.52%
El Mirage PD	1846	2861	8089	10,333	+27.74%
Tohono O'odham PD	334	435	1319	1545	+17.13%
Total	3707	4618	15,209	17,417	+14.52%

Top 5 Call Natures for Citizen Initiated Calls for Service – Tolleson PD Only – April 2025

1. Suspicious Activity 2. Welfare Check 3. Unwanted Guest 4. Alarm Activation 5. Disturbance

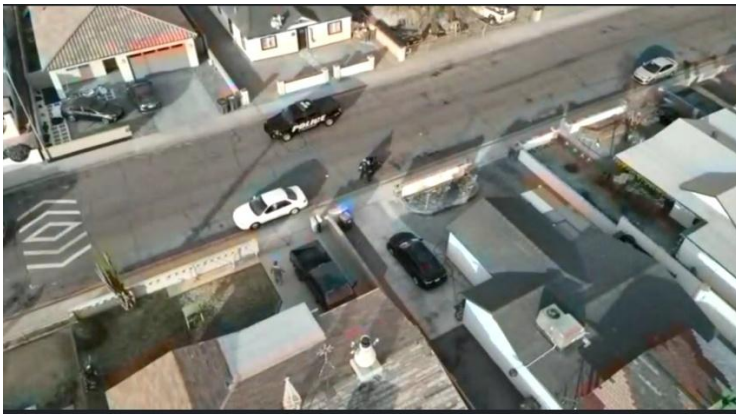
Special Circumstances Data					
Time Stamp	April		YTD		
	2024	2025	2024	2025	% Change
Possible Drug/Alcohol Overdose	2	1	3	4	+33.33%
Narcan Deployments	2	1	3	6	+100.00%
Narcan Saves	2	1	2	5	+150.00%
Vagrancy Calls for Service	8	13	51	61	+19.61%

Special Unit Activity

CAT (Community Action Team)					
Response Type	April		YTD		
	2024	2025	2024	2025	% Change
Cases Opened	N/A	3	N/A	8	N/A
Cases Closed	N/A	2	N/A	8	N/A
Arrests Made	N/A	6	N/A	19	N/A

Evidence Seized:

- 4 Fentanyl Pills
- 1.85 Pounds of methamphetamine
- \$24,581.00 in cash
- 2 Guns
- 1 Trailer



Drone Deployments					
Response Type	April		YTD		
	2024	2025	2024	2025	% Change
Operations	N/A	17	N/A	27	

During the month of April, Tolleson Police Drone Pilots conducted 17 drone deployments for a variety of operations, including alarm activations and providing support from above during an operation to apprehend a wanted known felon. The Drone Unit participated in Whoopee Daze by taking aerial photos and video of the parade and 5K Run.

Police Assistant Activity (Civilian Staff)					
Response Type	April		YTD		
	2024	2025	2024	2025	% Change
Code Enforcement	72	34	212	135	-36.32%
Animal Related Calls	126	87	214	287	+34.11%
Parking Violations	78	62	301	371	-4.65%
Total	276	183	727	793	+9.08%



Highlights and Outreach

On April 7, 2025, the Tolleson Police Department joined forces with PepsiCo, the Tolleson Fire Department, and Tolleson Union High School JROTC for the annual Rolling Remembrance event. The Rolling Remembrance is a 14,000+ mile long relay of an American Flag from Seattle to New York to benefit the Children of Fallen Patriots Foundation. Using normal business routes, PepsiCo's extensive network of U.S. Military Veteran drivers will pass off a flag to each other at different relay points. The flag was on a UH-60M Blackhawk Helicopter on a combat mission in support of U.S. and Coalition ground forces in the Kandahar Province of Afghanistan during Operation Enduring Freedom in 2012.



The Tolleson Police Department Youth Cadet Program has concluded for the year and to celebrate, Cadet advisors treated them to an evening of fun and games at the Main Event!!!
GREAT JOB EVERYBODY!!!



CONGRATULATIONS!!!



On April 3, 2025, Tolleson Police Recruits Kylii Arellano (middle left) and Alexis Camarena (middle right) graduated with Class #5 of the West Valley Regional Police Academy and are now officially Officer Kylii Arellano #267 and Officer Alexis Camarena #266!!!

On April 25, 2025, Tolleson Police Support Services Manager Amanda Howard and Detective Sergeant Erden Jakupi graduated with Class #609 from the Northwestern School of Police Staff and Command. This school is an intensive, 10-week, leadership and management program that prepares law enforcement professionals for success in senior command positions. Well done!!!



Upcoming Community Events

- May 15 – Peace Officer Memorial Day
 - May 26 – Memorial Day
- May 29 – Police Memorial Utility Box Dedication
 - June 19 – Juneteenth Celebration
 - July 4 – 4th of July Celebration

❖ Data retrieved from Tolleson PD CAD and RMS on May 8, 2025. RMS data only displays reports that are completed and approved unless otherwise noted.

