TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JUNE 10, 2025
6:00 PM

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

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

A. CALL TO ORDER

B. INVOCATION/PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

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

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

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

F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Employee Recognition: Library Department – Matthew Hart, Library Aide: Bachelor of Arts Degree in Mass Communications from Arizona State University

2. Check Presentation to West End Little League – Randy Babchuk, Field Operations/Parks & Recreation Director

3. Paseo de Arte Extension Project by West Valley Arts Council Gallery 37 Artists – Jimmy Davis, Vice Mayor

4. Safe Streets and Roads for All (SS4A) – Anita Johari, Practice Builder (Transportation Planning & Traffic Engineering) at Kimley-Horn

5. Proclamation declaring June 19, 2025, as Juneteenth Freedom Day in the City of Tolleson, commemorating the end of slavery in the United States and honoring the resilience, history, and cultural contributions of African Americans, while encouraging all residents to reflect on the significance of freedom and the ongoing pursuit of equity and justice for all. – Wendy Jackson, Deputy City Manager/Employee Resources Director

6. Proclamation declaring June 2025 as LGBTQIA+ Pride Month in the City of Tolleson, honoring the history and contributions of the LGBTQIA+ community and encouraging all residents to promote inclusivity, equality, and respect for all individuals. – Wendy Jackson, Deputy City Manager/Employee Resources Director

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

1. Public Hearing – Soliciting comments from interested parties in reference to adopting the Property Tax Levy for Fiscal Year 2026. (Discussion only)
   Resolution No. 2604, regarding the Property Tax Levy, will go before Council for consideration at the meeting scheduled on Tuesday, June 24, 2025. (Finance Department)

2. Public Hearing – Soliciting comments from interested parties in reference to Resolution No. 2602, adopting the City of Tolleson Annual Budget for Fiscal Year 2026. (Finance Department)

H. CONVENE INTO SPECIAL MEETING

1. Motion to go into special meeting.

2. Adopt/Deny Resolution No. 2602 of the Mayor and Council of the City of Tolleson, Arizona, adopting the Final Budget and establishing the Expenditure Limitation for the City of Tolleson for Fiscal Year 2026. The total amount of budgeted expenditures is $233,685,526. (Finance Department)
   Roll Call Vote

I. RECONVENE INTO REGULAR MEETING

J. 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 27, 2025. (City Clerk Department)

2. Approve Claims and Bills Report for the period of May 21, 2025 to June 3, 2025. (Finance Department)

3. Approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 347171, Series 12 – Restaurant, as submitted by Jorge Agustin Santoyo for Sabor and Beer located at 9101 West Fillmore Street, Tolleson, AZ. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least 40% of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license. (City Clerk Department) Public hearing will be opened for public comment, if any.

4. Approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 347230, Series 12 – Restaurant, as submitted by Juan Carlos Soberanes for Ahuevo Cafe located at 9205 West Van Buren Street, Tolleson, AZ. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least 40% of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license. (City Clerk Department) Public hearing will be opened for public comment, if any.

5. Adopt Resolution No. 2605 of the Mayor and Council of the City of Tolleson, Arizona, approving the Master Transit Services Agreement, Contract No. 172-75-2026-00, between the City of Tolleson and Regional Public Transportation Authority (RPTA) relating to regional transit services. The City of Tolleson will pay RPTA a total of $109,850: $85,277 for the provision of ADA Mandated Paratransit Services and $24,573 for the RideChoice Transportation Services Program for Fiscal Year 2026. This Agreement shall be effective for a period of seven years, with annual updates to incorporate any changes in service levels, funding, costs, or revenues. (Development Services Department)

6. Adopt Resolution No. 2606 of the Mayor and Council of the City of Tolleson, Arizona, approving an Intergovernmental Agreement between and among the Arizona Fire &

Medical Authority, the cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for the use of fire apparatus. The term of the Agreement shall be for five years. (Fire Department)

7. Adopt Resolution No. 2607 of the Mayor and Council of the City of Tolleson, Arizona, approving the Fourth Amendment to the Intergovernmental Agreement for Fiscal Year 2026, Contract No. C-22-22-120-X-04, between the City of Tolleson and Maricopa County, administered by its Human Services Department (MCHSD), for cash reimbursement to the City in the amount of $165,000 Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Tolleson. The City and MCHSD agree to enter into this Fourth Amendment to extend the term from July 1, 2025 through June 30, 2026 and to revise certain sections of the Agreement. (Human Services Department)

K. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2603 of the Mayor and Council of the City of Tolleson, Arizona, adopting a Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy to clearly communicate the Council's pension funding objectives, its commitment to its employees and the sound financial management of the City, and to comply with A.R.S. § 38-863.01. (Finance Department)

2. Current and Future Strategies for Homeless Outreach/Intervention Presentation – Marc Simmons, Community Action Program Manager

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

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

L. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. FY 2025 Third Quarter Update – Kevin Artz, Chief Financial Officer

M. MAYOR AND CITY MANAGER'S REPORT OF CURRENT EVENTS – FOR DISCUSSION

N. ADJOURNMENT

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

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

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

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

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

Prerequisites for attending Zoom Webinars (one required):

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

2. Zoom Mobile App with Cell Phone or Tablet: Download the Zoom - One Platform to Connect App in either the App Store for iOS or Google Play for Android.
    a. Select Join Meeting
    b. Enter Meeting ID: 840 6967 9194
    c. Enter your full name and select Join
    d. Enter your screen name and email address and select Continue

    e. Join Audio with Wi-Fi or Cellular Data

3. Web client/browser: Google Chrome, Internet Explorer, Firefox and Safari on a computer.
    a. Go to the Zoom website (https://zoom.us/)
    b. Enter Meeting ID: 840 6967 9194
    c. Click Open Zoom Meetings or Join (depending on browser)
    d. Enter your full name and click Join Audio by Computer

4. Alternate Option via Telephone with Audio Only:
    a. Dial 253-215-8782
    b. Enter Meeting ID: 840 6967 9194 and press #
    c. Enter Participate ID and press #, or press # to continue

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

Posted on June 5, 2025.

Proclamation

Juneteenth Freedom Day

January 19, 2025

WHEREAS, many communities across Arizona come together to celebrate Juneteenth as a day of freedom and enjoy a spirit of peace, respect, and brotherly love.

WHEREAS, Juneteenth commemorates the date of June 19, 1865, when Union General Gordon Granger arrived in Galveston, Texas, and announced the end of slavery, more than two years after President Abraham Lincoln issued the Emancipation Proclamation; and

WHEREAS, Juneteenth represents a pivotal moment in American history when the last enslaved African Americans were finally freed, and it stands as a powerful reminder of the struggles, resilience, and contributions of Black Americans throughout our nation's history; and

WHEREAS, the City of Tolleson honors the significance of Juneteenth as a celebration of freedom, reflection, and hope, and recognizes the importance of understanding our collective past in order to build a more just and equitable future; and

WHEREAS, the City joins communities across the nation in commemorating Juneteenth as a time to honor African American history and culture, and to continue working toward the realization of true liberty and justice for all; and

WHEREAS, the City of Tolleson is committed to promoting diversity, equity, and inclusion, and acknowledges the enduring contributions of African Americans to the growth, development, and cultural fabric of our community and country.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim June 19, 2025 as Juneteenth Freedom Day in the City of Tolleson, and encourage all residents to reflect upon the significance of this historic day and to celebrate the principles of freedom, equality, and opportunity for all.

____

Juan F. Rodriguez, Mayor

ATTEST: ____________________________________

Crystal Zamora, City Clerk

Proclamation

LGBTQIA+ Pride Month

June 2025

WHEREAS, every June, communities across the nation commemorate LGBTQIA+ Pride Month to honor the 1969 Stonewall Uprising in New York City, a catalyst for the modern LGBTQIA+ rights movement; and

WHEREAS, Pride Month serves as a time to celebrate the contributions, resilience, and diversity of the LGBTQIA+ community, and to acknowledge the ongoing struggle for equality, inclusion, and human rights; and

WHEREAS, the City of Tolleson recognizes that diversity and inclusion are vital to the strength and success of our community, and stands in support of the right of all individuals to live free from discrimination, prejudice, and fear; and

WHEREAS, the City affirms its commitment to fostering a welcoming, equitable, and safe environment for all residents, regardless of sexual orientation, gender identity, or gender expression; and

WHEREAS, the celebration of Pride Month provides an opportunity to reflect on progress made, honor the courage of those who have fought for justice, and renew our dedication to building a more inclusive future.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim June 2025 as LGBTQIA+ Pride Month in the City of Tolleson, and encourage all residents to recognize and support the valuable contributions of the LGBTQIA+ community, and to promote a culture of equity, dignity, and mutual respect.

____

Juan F. Rodriguez, Mayor

ATTEST: ___________________________________

Crystal Zamora, City Clerk

RESOLUTION NO. 2604

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE CITY OF TOLLESON, SUBJECT TO TAXATION, A CERTAIN SUM TO PROVIDE FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2026.

WHEREAS, the Council of the City of Tolleson ("City Council") is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt an annual tax levy upon the property within the City of Tolleson, Arizona (the "City") subject to taxation; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for Fiscal Year 2026 is required to be finally adopted on or before the third Monday in August and not less than 14 days after adoption of the municipal budget; and

WHEREAS, the City's annual budget was adopted by Resolution No. 2602 at a meeting of the City Council held on June 10, 2025, at least 14 days prior to the adoption of this Resolution No. 2604; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

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

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

Section 2. There is hereby levied on the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax levy allowed by law for the fiscal year ending June 30, 2026 of $4,948,563 and a secondary property tax of $3,787,800 for the fiscal year ending on June 30, 2026. If such primary property tax levy exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City. The City estimates the primary property tax rate to be 1.5158 and the secondary tax rate to be 1.1602 per one hundred dollars ($100.00) of assessed value of all taxable property.

Section 3. Failure by the County Officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any of the proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Tolleson upon such property for the delinquent taxes unpaid thereon; over charge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of any lien therefore or a sale of property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

Section 4. All Ordinances or Resolutions, or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 5. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Section 6. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Assessor and the Maricopa Board of Supervisors.

Section 7. If any provision of this Resolution 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 Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of June, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ______________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ______________________________________
Justin Pierce, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2604 was duly passed and adopted by the Mayor and Council of the City of Tolleson, Arizona, at the Regular City Council Meeting held on June 24, 2025, that the vote thereon was ___ ayes, ___ nays, and that the Mayor and ___ Council Members were present thereat.

____

Crystal Zamora, City Clerk
City of Tolleson, Arizona

City/Town of Tolleson
Tax levy and tax rate information
Fiscal year 2026

		2025		2026
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	5,732,933	$	6,328,532
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$			
3. Property tax levy amounts				
A. Primary property taxes	$	4,798,134	$	4,948,563
Property tax judgment				
B. Secondary property taxes		3,663,800		3,787,800
Property tax judgment				
C. Total property tax levy amounts	$	8,461,934	$	8,736,363
4. Property taxes collected*				
A. Primary property taxes				
(1) **Current** year's levy	$	4,702,171		
(2) Prior years' levies		12,000		
(3) Total primary property taxes	$	4,714,171		
B. Secondary property taxes				
(1) **Current** year's levy	$	3,590,524		
(2) Prior years' levies				
(3) Total secondary property taxes	$	3,590,524		
C. Total property taxes collected	$	8,304,695		
5. Property tax rates				
A. City/Town tax rate				
(1) Primary property tax rate		1.5194		1.5158
Property tax judgment				
(2) Secondary property tax rate		1.1602		1.1602
Property tax judgment				
(3) Total city/town tax rate		2.6796		2.6760

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating No special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF TOLLESON
PUBLIC NOTICE

SUMMARY OF TENTATIVE BUDGET
AND
PROPERTY TAX LEVY
FOR FISCAL YEAR 2026

NOTICE IS HEREBY GIVEN that the City of Tolleson Mayor and Council will conduct **PUBLIC HEARINGS** during a Regular City Council Meeting scheduled on **TUESDAY, JUNE 10, 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/w/84069679194 or via telephone at 1-253-215-8782 (Meeting ID: 840 6967 9194), for the purpose of:

1. Soliciting comments from interested parties in reference to a Resolution adopting the City of Tolleson Annual Budget for Fiscal Year 2026. A summary of the estimated revenues and expenditures/expenses for Fiscal Year 2026 is attached hereto.

2. Soliciting comments from interested parties in reference to a Resolution adopting the City of Tolleson Property Tax Levy for Fiscal Year 2026. The Property Tax Levy and Tax Rate information for Fiscal Year 2026 is attached hereto. The Resolution will go before Council for adoption at the meeting scheduled on Tuesday, June 24, 2025.

A complete copy of the Tentative Budget and Property Tax Levy for Fiscal Year 2026 may be viewed at http://www.tolleson.az.gov/Finance or upon request at the Finance Department and the Public Library in the Tolleson Civic Center located at 9055 West Van Buren Street, Tolleson, AZ 85353.

Published in the Arizona Republic on Thursday, May 22, 2025 and Thursday, May 29, 2025.

[Schedules A and B Attached]

City/Town of Tolleson
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

Fiscal year		Sch		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2025	Adopted/adjusted budgeted expenditures/expenses*	E	1	51,007,715	65,400,754	6,335,145	21,000,000	0	54,320,500	0	198,064,114
2025	Actual expenditures/expenses**	E	2	32,625,905	9,040,714	4,335,175	0	0	19,633,401	0	65,635,195
2026	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	79,827,712	12,520,195	89,509	21,000,000	0	30,878,679	0	144,316,095
2026	Primary property tax levy	B	4	4,948,563							4,948,563
2026	Secondary property tax levy	B	5			3,787,800					3,787,800
2026	Estimated revenues other than property taxes	C	6	45,403,750	67,645,943	620,700	0	0	38,396,950	0	152,067,343
2026	Other financing sources	D	7	0	0	0	0	0	0	0	0
2026	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2026	Interfund transfers in	D	9	0	730,700	2,000,000	11,000,000	0	194,000	0	13,924,700
2026	Interfund Transfers (out)	D	10	13,730,700	0	0	0	0	194,000	0	13,924,700
2026	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability			30,000,000							30,000,000
	Maintained for future retirement contributions										0
											0
2026	Total financial resources available		12	86,449,325	80,896,838	6,498,009	32,000,000	0	69,275,629	0	275,119,801
2026	Budgeted expenditures/expenses	E	13	70,690,080	68,191,233	6,444,613	32,000,000	0	56,359,600	0	233,685,526

	Expenditure limitation comparison	2025	2026
1	Budgeted expenditures/expenses	$ 198,064,114	$ 233,685,526
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	198,064,114	233,685,526
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 198,064,114	$ 233,685,526
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City/Town of Tolleson
Tax levy and tax rate information
Fiscal year 2026

	2025	2026
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 5,732,933	$ 6,328,532
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 4,798,134	$ 4,948,563
Property tax judgment		
B. Secondary property taxes	3,663,800	3,787,800
Property tax judgment		
C. Total property tax levy amounts	$ 8,461,934	$ 8,736,363
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 4,702,171	
(2) Prior years' levies	12,000	
(3) Total primary property taxes	$ 4,714,171	
B. Secondary property taxes		
(1) **Current** year's levy	$ 3,590,524	
(2) Prior years' levies		
(3) Total secondary property taxes	$ 3,590,524	
C. Total property taxes collected	$ 8,304,695	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.5194	1.5158
Property tax judgment		
(2) Secondary property tax rate	1.1602	1.1602
Property tax judgment		
(3) Total city/town tax rate	2.6796	2.6760

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating No special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

PUBLIC HEARING ON FINAL BUDGET AND PROPERTY TAX LEVY

June 10, 2025

CITY OF TOLLESON
UPDATED WORKING TRIAL BALANCE
FOR FISCAL YEAR 2026

FUND	ESTIMATED BALANCE 7/1/2025	REVENUES	TRANSFER IN	EXPENDITURES	TRANSFER OUT	ESTIMATED BALANCE 6/30/2026
1000 - GENERAL FUND	$ 79,827,712	$ 49,651,050		$ 70,690,080	$ 13,730,700	$ 45,057,982
2200 - HURF	$ 488,000	$ 945,000		$ 1,345,000		$ 88,000
2500 - IMPOUND FUND	$ 13,806	$ 10,000	$ 30,000	$ 51,050		$ 2,756
2600 - PUBLIC SAFETY FUND	$ 11,768,385	$ 8,305,000		$ 8,383,000		$ 11,690,385
2900 - JCEF	$ 250,004	$ 78,000		$ 139,320		$ 188,684
3100 - FUND GRANTS FUND		$ 56,275,329		$ 56,246,699		$ 28,630
3200 - AAA FUND		$ 1,258,054	$ 700,700	$ 1,572,054		$ 386,700
3500 - NON-FEDERAL GRANTS FUND		$ 774,560		$ 454,110		$ 320,450
4100-4900 - DEBT SERVICE FUNDS	$ 89,509	$ 4,408,500	$ 2,000,000	$ 6,444,613		$ 53,396
5100 - AQUATIC CENTER AND PARKS	$ 21,000,000	$ -	$ 11,000,000	$ 32,000,000		$ -
6100 - WATER FUND	$ 13,227,915	$ 8,931,700		$ 21,033,000		$ 1,126,615
6200 - SANITATION FUND	$ 497,442	$ 480,500		$ 532,500		$ 445,442
6300 - WASTE WATER FUND	$ 15,585,186	$ 27,128,450	$ 194,000	$ 32,370,400		$ 10,537,236
6400 - SEWER FUND	$ 1,568,136	$ 1,856,300		$ 2,423,700	$ 194,000	$ 806,736
TOTAL	$ 144,316,095	$ 160,102,443	$ 13,924,700	$ 233,685,526	$ 13,924,700	$ 70,733,012

PROPERTY TAX LEVIES (PRIMARY AND SECONDARY)

TAX TYPE	2021	2022	2023	2024	2025	2026
PRIMARY	1.6584	1.6551	1.5894	1.5724	1.5194	1.5158
SECONDARY	1.8675	1.0925	1.0902	1.1072	1.1602	1.1602
TOTAL	**3.5259**	**2.7476**	**2.6796**	**2.6796**	**2.6796**	**2.6760**

Questions?

CITY OF TOLLESON
PUBLIC NOTICE

SUMMARY OF TENTATIVE BUDGET
AND
PROPERTY TAX LEVY
FOR FISCAL YEAR 2026

NOTICE IS HEREBY GIVEN that the City of Tolleson Mayor and Council will conduct **PUBLIC HEARINGS** during a Regular City Council Meeting scheduled on **TUESDAY, JUNE 10, 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/w/84069679194 or via telephone at 1-253-215-8782 (Meeting ID: 840 6967 9194), for the purpose of:

1. Soliciting comments from interested parties in reference to a Resolution adopting the City of Tolleson Annual Budget for Fiscal Year 2026. A summary of the estimated revenues and expenditures/expenses for Fiscal Year 2026 is attached hereto.

2. Soliciting comments from interested parties in reference to a Resolution adopting the City of Tolleson Property Tax Levy for Fiscal Year 2026. The Property Tax Levy and Tax Rate information for Fiscal Year 2026 is attached hereto. The Resolution will go before Council for adoption at the meeting scheduled on Tuesday, June 24, 2025.

A complete copy of the Tentative Budget and Property Tax Levy for Fiscal Year 2026 may be viewed at http://www.tolleson.az.gov/Finance or upon request at the Finance Department and the Public Library in the Tolleson Civic Center located at 9055 West Van Buren Street, Tolleson, AZ 85353.

Published in the Arizona Republic on Thursday, May 22, 2025 and Thursday, May 29, 2025.

[Schedules A and B Attached]

City/Town of Tolleson
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

Fiscal year		Sch		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
				Funds							
2025	Adopted/adjusted budgeted expenditures/expenses*	E	1	51,007,715	65,400,754	6,335,145	21,000,000	0	54,320,500	0	198,064,114
2025	Actual expenditures/expenses**	E	2	32,625,905	9,040,714	4,335,175	0	0	19,633,401	0	65,635,195
2026	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	79,827,712	12,520,195	89,509	21,000,000	0	30,878,679	0	144,316,095
2026	Primary property tax levy	B	4	4,948,563							4,948,563
2026	Secondary property tax levy	B	5			3,787,800					3,787,800
2026	Estimated revenues other than property taxes	C	6	45,403,750	67,645,943	620,700	0	0	38,396,950	0	152,067,343
2026	Other financing sources	D	7	0	0	0	0	0	0	0	0
2026	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2026	Interfund transfers in	D	9	0	730,700	2,000,000	11,000,000	0	194,000	0	13,924,700
2026	Interfund Transfers (out)	D	10	13,730,700	0	0	0	0	194,000	0	13,924,700
2026	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability			30,000,000							30,000,000
	Maintained for future retirement contributions										0
											0
2026	Total financial resources available		12	86,449,325	80,896,838	6,498,009	32,000,000	0	69,275,629	0	275,119,801
2026	Budgeted expenditures/expenses	E	13	70,690,080	68,191,233	6,444,613	32,000,000	0	56,359,600	0	233,685,526

	Expenditure limitation comparison	2025	2026
1	Budgeted expenditures/expenses	$ 198,064,114	$ 233,685,526
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	198,064,114	233,685,526
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 198,064,114	$ 233,685,526
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City/Town of Tolleson
Tax levy and tax rate information
Fiscal year 2026

		2025		2026
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	5,732,933	$	6,328,532
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$			
3. Property tax levy amounts				
A. Primary property taxes	$	4,798,134	$	4,948,563
Property tax judgment				
B. Secondary property taxes		3,663,800		3,787,800
Property tax judgment				
C. Total property tax levy amounts	$	8,461,934	$	8,736,363
4. Property taxes collected*				
A. Primary property taxes				
(1) **Current** year's levy	$	4,702,171		
(2) Prior years' levies		12,000		
(3) Total primary property taxes	$	4,714,171		
B. Secondary property taxes				
(1) **Current** year's levy	$	3,590,524		
(2) Prior years' levies				
(3) Total secondary property taxes	$	3,590,524		
C. Total property taxes collected	$	8,304,695		
5. Property tax rates				
A. City/Town tax rate				
(1) Primary property tax rate		1.5194		1.5158
Property tax judgment				
(2) Secondary property tax rate		1.1602		1.1602
Property tax judgment				
(3) Total city/town tax rate		2.6796		2.6760

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating No special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

PUBLIC HEARING ON FINAL BUDGET AND PROPERTY TAX LEVY

June 10, 2025

CITY OF TOLLESON
UPDATED WORKING TRIAL BALANCE
FOR FISCAL YEAR 2026

FUND	ESTIMATED BALANCE 7/1/2025	REVENUES	TRANSFER IN	EXPENDITURES	TRANSFER OUT	ESTIMATED BALANCE 6/30/2026
1000 - GENERAL FUND	$ 79,827,712	$ 49,651,050		$ 70,690,080	$ 13,730,700	$ 45,057,982
2200 - HURF	$ 488,000	$ 945,000		$ 1,345,000		$ 88,000
2500 - IMPOUND FUND	$ 13,806	$ 10,000	$ 30,000	$ 51,050		$ 2,756
2600 - PUBLIC SAFETY FUND	$ 11,768,385	$ 8,305,000		$ 8,383,000		$ 11,690,385
2900 - JCEF	$ 250,004	$ 78,000		$ 139,320		$ 188,684
3100 - FUND GRANTS FUND		$ 56,275,329		$ 56,246,699		$ 28,630
3200 - AAA FUND		$ 1,258,054	$ 700,700	$ 1,572,054		$ 386,700
3500 - NON-FEDERAL GRANTS FUND		$ 774,560		$ 454,110		$ 320,450
4100-4900 - DEBT SERVICE FUNDS	$ 89,509	$ 4,408,500	$ 2,000,000	$ 6,444,613		$ 53,396
5100 - AQUATIC CENTER AND PARKS	$ 21,000,000	$ -	$ 11,000,000	$ 32,000,000		$ -
6100 - WATER FUND	$ 13,227,915	$ 8,931,700		$ 21,033,000		$ 1,126,615
6200 - SANITATION FUND	$ 497,442	$ 480,500		$ 532,500		$ 445,442
6300 - WASTE WATER FUND	$ 15,585,186	$ 27,128,450	$ 194,000	$ 32,370,400		$ 10,537,236
6400 - SEWER FUND	$ 1,568,136	$ 1,856,300		$ 2,423,700	$ 194,000	$ 806,736
TOTAL	$ 144,316,095	$ 160,102,443	$ 13,924,700	$ 233,685,526	$ 13,924,700	$ 70,733,012

PROPERTY TAX LEVIES (PRIMARY AND SECONDARY)

TAX TYPE	2021	2022	2023	2024	2025	2026
PRIMARY	1.6584	1.6551	1.5894	1.5724	1.5194	1.5158
SECONDARY	1.8675	1.0925	1.0902	1.1072	1.1602	1.1602
TOTAL	**3.5259**	**2.7476**	**2.6796**	**2.6796**	**2.6796**	**2.6760**

Questions?

CITY COUNCIL REPORT

SUBJECT: Resolution No. 2602 - Final Budget Adoption
MEETING DATE: June 10, 2025

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

PURPOSE:
Consideration of Resolution No. 2602 adopting the Final Budget and establishing the Expenditure Limitation for the City of Tolleson, for fiscal year 2025-26, in the amount of $233,685,526.

BACKGROUND:
On March 25, 2025, staff presented the revenues and property tax rate analysis for all funds.

On April 8, 2025, staff presented the expenditure requests for all departments in the General Fund.

On April 22, 2025, staff presented the expenditure requests for all other funds.

On May 13, 2025, Council adopted the tentative budget.

DISCUSSION:
The City Manager's recommended budget has been prepared based on the Council goals and priorities. There are no changes from the tentative budget to the final budget.

Included in the packet are the Auditor General Budget Forms that summarize the City’s budget. Schedule A of the forms has been published in the newspaper, along with a notice of a hearing on the Final Budget for June 10, 2025.

BUDGET IMPACT:
Setting forth the budget of $233.685.526 for Fiscal Year 2026.

RECOMMENDATION:
Staff recommend that Council adopt Resolution 2602, setting forth the Final Budget and Expenditure Limitation for Fiscal Year 2026, in the amount of $233,685,526.

ATTACHMENTS:
1. Res 2602 FY 2026 Final Budget and Establishing the Expenditure Limitation 06 10 25

RESOLUTION NO. 2602

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, ADOPTING THE FINAL BUDGET AND ESTABLISHING THE EXPENDITURE LIMITATION FOR THE CITY OF TOLLESON FOR FISCAL YEAR 2026.

WHEREAS, in accordance with the provisions of the Arizona Revised Statutes (A.R.S.) Title 42, Chapter 17, Articles 1-5, the City of Tolleson (the "City") has made an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation and the amount to be raised by taxation upon real and personal property of the City; and

WHEREAS, in accordance with Arizona Revised Statutes (A.R.S.) Title 42, Chapter 17, and following due public notice, the Council met on the 10th day of June, 2025 at the hour of 6:00 PM in the Council Chambers, as well as via Zoom Webinar (Meeting ID: 840 6967 9194) at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed estimates of revenues, expenditures/expenses and tax levies; and

WHEREAS, the required publication (May 22, 2025 and May 29, 2025), posting at the City libraries and administrative offices and on the City website of said estimates, together with a notice that the City Council would meet on the 10th day of June, 2025 at the hour of 6:00 PM in the Council Chambers, as well as via Zoom Webinar (Meeting ID: 840 6967 9194) for the purpose of hearing taxpayers and making tax levies as set forth in said estimates have been duly made as required by law; and

WHEREAS, the Council conducted a hearing for taxpayers and residents of the City to comment on the proposed Final Budget for Fiscal Year 2026 and the related tax levies; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S. § 42-17051(A).

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

Section 1. The statements and schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted and approved as the City's official final budget for fiscal year beginning July 1, 2025 and ending June 30, 2026, including the establishment of the expenditure limitation for such fiscal year, in the amount of $233,685,526.

Section 2. Upon the recommendation of the City Manager and approval of the City Council, expenditures may be made from the appropriation for contingencies. Transfers of any sums within any Fund/Department (on Schedule E of Exhibit A) may be made upon the approval of the City Manager. Transfers of any sums from one Fund/Department to another Fund/Department (on Schedule E of Exhibit A) may be made only with the approval of the City

Council.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 10th day of June, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ______________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ______________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2602

[Schedules A thru G]

See following pages.

City/Town of Tolleson
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

Fiscal year		Sch		Funds: General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2025	Adopted/adjusted budgeted expenditures/expenses*	E	1	51,007,715	65,400,754	6,335,145	21,000,000	0	54,320,500	0	198,064,114
2025	Actual expenditures/expenses**	E	2	32,625,905	9,040,714	4,335,175	0	0	19,633,401	0	65,635,195
2026	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	79,827,712	12,520,195	89,509	21,000,000	0	30,878,679	0	144,316,095
2026	Primary property tax levy	B	4	4,948,563							4,948,563
2026	Secondary property tax levy	B	5			3,787,800					3,787,800
2026	Estimated revenues other than property taxes	C	6	45,403,750	67,645,943	620,700	0	0	38,396,950	0	152,067,343
2026	Other financing sources	D	7	0	0	0	0	0	0	0	0
2026	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2026	Interfund transfers in	D	9	0	730,700	2,000,000	11,000,000	0	194,000	0	13,924,700
2026	Interfund Transfers (out)	D	10	13,730,700	0	0	0	0	194,000	0	13,924,700
2026	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability			30,000,000							30,000,000
	Maintained for future retirement contributions										0
											0
2026	Total financial resources available		12	86,449,325	80,896,838	6,498,009	32,000,000	0	69,275,629	0	275,119,801
2026	Budgeted expenditures/expenses	E	13	70,690,080	68,191,233	6,444,613	32,000,000	0	56,359,600	0	233,685,526

	Expenditure limitation comparison	2025	2026
1	Budgeted expenditures/expenses	$ 198,064,114	$ 233,685,526
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	198,064,114	233,685,526
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 198,064,114	$ 233,685,526
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City/Town of Tolleson
Tax levy and tax rate information
Fiscal year 2026

	2025	2026
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 5,732,933	$ 6,328,532
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 4,798,134	$ 4,948,563
Property tax judgment		
B. Secondary property taxes	3,663,800	3,787,800
Property tax judgment		
C. Total property tax levy amounts	$ 8,461,934	$ 8,736,363
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 4,702,171	
(2) Prior years' levies	12,000	
(3) Total primary property taxes	$ 4,714,171	
B. Secondary property taxes		
(1) **Current** year's levy	$ 3,590,524	
(2) Prior years' levies		
(3) Total secondary property taxes	$ 3,590,524	
C. Total property taxes collected	$ 8,304,695	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.5194	1.5158
Property tax judgment		
(2) Secondary property tax rate	1.1602	1.1602
Property tax judgment		
(3) Total city/town tax rate	2.6796	2.6760

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating No special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City/Town of Tolleson
Revenues other than property taxes
Fiscal Year 2026

Source of revenues		Estimated revenues 2025		Actual revenues* 2025		Estimated revenues 2026
General Fund						
Local taxes						
City Sales Tax	$	33,245,000	$	37,608,360	$	37,500,000
Franchise Tax		17,000		21,550		42,000
In-Leiu Tax		621,500		626,212		621,500
Licenses and permits						
Business License		79,000		79,573		79,000
Business Permits		400,000		283,450		375,000
Intergovernmental						
Urban Revenue Sharing		1,314,000		1,372,680		1,200,000
State Sales tax		1,200,000		1,006,307		1,166,000
LTAF		18,300		19,500		18,300
Grants		240,750		44,450		240,750
Charges for services						
Building Plan Review		250,000		187,143		206,000
Zoning Fees		15,000		52,546		15,000
Other Charges for Services		1,458,600		1,555,479		1,618,000
Fines and forfeits						
Traffic Fines		158,500		164,040		185,000
Interest on investments						
Investment Earnings		1,543,200		2,260,753		1,750,000
Miscellaneous						
Miscellaneous		440,000		757,093		387,200
Total General Fund	$	41,000,850	$	46,039,136	$	45,403,750

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Tolleson
Revenues other than property taxes
Fiscal Year 2026

Source of revenues		Estimated revenues 2025		Actual revenues* 2025		Estimated revenues 2026
Special revenue funds						
Highway User Revenue	$	860,000	$	858,338	$	945,000
Grants		53,733,110		844,000		57,049,889
Impound		10,000		14,127		10,000
Public Safety Dedicated Tax		8,105,000		7,043,180		8,305,000
Judicial Collection Fund		78,000		82,500		78,000
AAA/CDBG		228,054		549,720		1,258,054
	$	63,014,164	$	9,391,865	$	67,645,943
Total special revenue funds	$	63,014,164	$	9,391,865	$	67,645,943

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Tolleson
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Debt service funds			
Taxes	$ 620,200	$ 620,000	$ 620,700
	$ 620,200	$ 620,000	$ 620,700
Total debt service funds	$ 620,200	$ 620,000	$ 620,700
Capital projects funds			
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total capital projects funds	$	$	$

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Enterprise funds			
Water	$ 8,545,300	$ 8,708,048	$ 8,931,700
Sanitation	464,800	436,721	480,500
Wastewater	23,561,175	8,644,320	27,128,450
Sewer	1,651,000	1,782,920	1,856,300
	$ 34,222,275	$ 19,572,009	$ 38,396,950
Total enterprise funds	$ 34,222,275	$ 19,572,009	$ 38,396,950

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Total all funds	$ 138,857,489	$ 75,623,010	$ 152,067,343

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Tolleson
Other financing sources/(uses) and interfund transfers
Fiscal year 2026

Fund	Other financing 2026 Sources	Other financing 2026 (Uses)	Interfund transfers 2026 In	Interfund transfers 2026 (Out)
General Fund				
Impound fund	$	$	$	$ 30,000
AAA				700,700
Debt Service				2,000,000
Aquatic Center				11,000,000
Total General Fund	$	$	$	$ 13,730,700
Special revenue funds				
General Fund	$	$	$ 730,700	$
Total special revenue funds	$	$	$ 730,700	$
Debt service funds				
Generral Fund	$	$	$ 2,000,000	$
Total debt service funds	$	$	$ 2,000,000	$
Capital projects funds				
Aquatic Center	$	$	$ 11,000,000	$
Total capital projects funds	$	$	$ 11,000,000	$
Enterprise funds				
Wastewater	$	$	$ 194,000	$
Sewer				194,000
Total enterprise funds	$	$	$ 194,000	$ 194,000
Total all funds	$	$	$ 13,924,700	$ 13,924,700

City/Town of Tolleson
Expenditures/expenses by fund
Fiscal year 2026

Fund/Department		Adopted budgeted expenditures/ expenses 2025		Expenditure/ expense adjustments approved 2025		Actual expenditures/ expenses* 2025		Budgeted expenditures/ expenses 2026
General Fund								
Mayor and Council	$	882,500	$		$	735,230	$	970,000
City Manager		569,465				487,341		599,700
Public Affairs		925,250				792,174		1,200,350
Housing Services		873,950				237,919		776,300
City Clerk		438,450				390,682		560,200
Employee Resources		1,014,500				959,171		1,173,000
City Magistrate		274,150				228,354		302,850
Court Administration		601,600				377,954		590,500
Legal Services		108,000				108,000		188,000
Finance		1,846,250				1,739,682		1,995,550
Information Technology		1,943,900				1,844,469		2,239,050
Police Admin		1,110,050				698,536		1,218,350
Police Communications		2,380,200				1,749,609		2,522,700
Police Field Operations		4,260,950				3,474,109		4,743,430
Library		1,669,200				1,314,904		1,865,200
Fire Admin		1,203,600				748,873		1,139,900
Fire Operations		4,132,600				3,263,200		4,459,500
Emergency Preparedness		470,500				231,266		317,200
Aquatics		1,525,000				15,500		1,525,000
Field Ops - Vehicles		640,400				488,523		676,600
Field Ops - Grounds		485,700				340,822		502,550
Field Ops - Building		1,650,600				1,253,071		1,733,900
Building Inspection		618,750				454,551		692,550
Streets		1,395,300				779,148		1,303,900
Transporation		450,000				305,782		457,500
Human Services		1,086,600				540,071		1,539,500
Park Maintenance		1,040,750				283,040		1,057,550
Non-Profit		62,000				62,000		62,000
Parks and Recreation		2,250,100				1,164,003		2,659,900
Teen Council		225,150				146,081		221,600
City Promotion		631,450				475,088		669,950
Economic Development		1,234,350				511,719		1,045,050
Planning and Engineering		542,450				355,033		584,250
Employee Development		107,000				105,000		107,000
Capital Outlay		10,357,000				3,965,000		24,989,500
Contingency		2,000,000				2,000,000		4,000,000
Total General Fund	$	51,007,715	$		$	32,625,905	$	70,690,080
Special revenue funds								
HURF	$	1,370,000	$		$	1,035,871	$	1,345,000
Grants		53,712,830				1,378,000		56,700,809
Impound		49,000				39,517		51,050
Public Safety Tax		9,161,000				6,006,500		8,383,000
Juicial Collections		128,220				94,875		139,320
AAA/CDBG		979,704				485,951		1,572,054
Total special revenue funds	$	65,400,754	$		$	9,040,714	$	68,191,233
Debt service funds								
Debt Service	$	6,335,145	$		$	4,335,175	$	6,444,613
Total debt service funds	$	6,335,145	$		$	4,335,175	$	6,444,613
Capital projects funds								
AquaticCenter	$	21,000,000	$		$		$	32,000,000
Total capital projects funds	$	21,000,000	$		$		$	32,000,000
Permanent funds								
	$		$		$		$	
Total permanent funds	$		$		$		$	
Enterprise funds								
Water	$	18,684,200	$		$	9,329,279	$	21,033,000
Sanitation		498,100				403,618		532,500
Wastewater		28,718,000				8,696,031		32,370,400
Sewer		6,420,200				1,204,473		2,423,700
Total enterprise funds	$	54,320,500	$		$	19,633,401	$	56,359,600
Internal service funds								
	$		$		$		$	
Total internal service funds	$		$		$		$	
Total all funds	$	198,064,114	$		$	65,635,195	$	233,685,526

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Tolleson
Full-time employees and personnel compensation
Fiscal year 2026

Fund	Full-time equivalent (FTE) 2026	Employee salaries and hourly costs 2026	Retirement costs 2026	Healthcare costs 2026	Other benefit costs 2026	Total estimated personnel compensation 2026
General Fund	219.0	$ 18,975,576	$ 2,485,857	$ 4,427,289	$ 2,239,326	$ 28,128,048
Special revenue funds						
AAA/Grants	9.5	$ 441,000	$ 51,100	$ 146,400	$ 51,550	$ 690,050
SRO	3.0	215,600	53,650	69,950	19,080	358,280
Total special revenue funds	12.5	$ 656,600	$ 104,750	$ 216,350	$ 70,630	$ 1,048,330
Debt service funds						
		$	$	$	$	$
Total debt service funds		$	$	$	$	$
Capital projects funds						
		$	$	$	$	$
Total capital projects funds		$	$	$	$	$
Permanent funds						
		$	$	$	$	$
Total permanent funds		$	$	$	$	$
Enterprise funds						
Water	12.5	$ 1,473,538	$ 176,315	$ 386,529	$ 193,033	$ 2,229,415
WWTP/Sewer	30.5	3,103,030	359,348	755,265	394,706	4,612,349
Total enterprise funds	43.0	$ 4,576,568	$ 535,663	$ 1,141,794	$ 587,739	$ 6,841,764
Internal service funds						
		$	$	$	$	$
Total internal service fund		$	$	$	$	$
Total all funds	274.5	$ 24,208,744	$ 3,126,270	$ 5,785,433	$ 2,897,695	$ 36,018,142

CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of May 27, 2025
MEETING DATE: June 10, 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 27, 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 27, 2025.

ATTACHMENTS:
1. 05 27 25 City Council Meeting Minutes

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

A. CALL TO ORDER

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

B. INVOCATION/PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Department Directors: City Manager Reyes Medrano Jr., City Manager/Chief Government Affairs Officer Pilar Sinawi, Chief Technical Officer Steve Holliday, City Clerk Crystal Zamora, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Library Director Mandy Carrico, Public Safety Director/Police Chief Rudy Mendoza and Utilities Director Jamie McCracken.

City Representative: City Attorney Aaron Arnson

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)

   The public hearing opened at 6:06 PM and closed at 6:33 PM.

   Council Action: Approve/Deny Site Plan Application #25030001. (Twelve recommended stipulations – Development Services Department)

   Vice Mayor Davis moved to approve Site Plan Application #25030001 with twelve stipulations; the motion was seconded by Council Member Gámez. The motion carried 6 to 1.
   Mayor Rodriguez – Aye
   Vice Mayor Davis – Aye

Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Nay

H. <u>CONSENT AGENDA – ACTION ITEMS</u>

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)

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

Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

I. REGULAR AGENDA – ACTION ITEMS

1. 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)

   Council Member Chavira moved to adopt Ordinance No. 621 N.S.; the motion was seconded by Council Member Erives. The motion carried 7 to 0.
   Mayor Rodriguez – Aye
   Vice Mayor Davis – Aye
   Council Member Chavira – Aye
   Council Member Erives – Aye
   Council Member Gámez – Aye
   Council Member Laborin – Aye
   Council Member Mendoza – Aye

2. 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)

   Council Member Gámez moved to authorize the City Manager to enter into and execute the Construction Manager at Risk (CM@R) Agreement with Chasse Building Team, Inc.; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.
   Mayor Rodriguez – Aye
   Vice Mayor Davis – Aye
   Council Member Chavira – Aye
   Council Member Erives – Aye
   Council Member Gámez – Aye
   Council Member Laborin – Aye
   Council Member Mendoza – Aye

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

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

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.

   Council Member Gámez moved to convene into executive session at 6:47 PM; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.
   Mayor Rodriguez – Aye
   Vice Mayor Davis – Aye
   Council Member Chavira – Aye
   Council Member Erives – Aye
   Council Member Gámez – Aye
   Council Member Laborin – Aye
   Council Member Mendoza – Aye

2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(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

Council Member Gámez moved to adjourn the Regular City Council Meeting at 8:05 PM; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.
Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

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.

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.

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
Z PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEI	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

Post-Production File

City of Tolleson

City Council Meeting Minutes

May 27, 2025

Transcription Provided By:

eScribers, LLC

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MAYOR RODRIGUEZ: Good evening, everyone. I am Mayor Juan F. Rodriguez. Today is May 27th, and I would like to call this City Council meeting to order. Let's get started with our invocation and our pledge of allegiance. So I'm going to ask our city attorney to please lead us in the invocation and then Councilmember Erives will do the pledge.
ARNSON: Our Father in Heaven, as this public body and as members of the public -- as concerned citizens and as thy children, we gather with appreciation for the time we have to consider the activities here tonight. Pray that this council will be able to make wise decisions, informed based on the facts before them and based on the moral directions of their hearts. We're grateful that we have public servants who desire to do good and to desire to be a light in the best way that they know how. We ask thee to bless our first responders, our police, firefighters, and their efforts to protect and help and serve with thou care for us and all of our -- all of our doings. And these things we pray in the name of thy son, Jesus Christ. Amen.
MAYOR RODRIGUEZ: Amen.
ALL: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.
MAYOR RODRIGUEZ: (Indiscernible). City Clerk, please allow roll call to show that all council members are present. B. is final call to submit speaker request -- now is the final call to submit speaker request forms to the City Clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comment will be limited to one, responding to criticism; two, directing staff to review the matter; or three, asking that a matter be put on a future agenda.
City Clerk, do we have any requests at this time?
ZAMORA: We do not, Mayor.
MAYOR RODRIGUEZ: Now the call to the public. City Clerk, do we have any submissions?
ZAMORA: We do not.
MAYOR RODRIGUEZ: Okay. (Indiscernible). I'm going to (indiscernible) City Manager Reyes Medrano for the introduction of new employees.

MEDRANO: Thank you, sir. Perfect timing. So welcome, everybody -- even though we don't have anyone here that's on the list, but we'll welcome them anyway. We had the privilege of meeting them last week during the employee orientation. We bring them into our leadership team meeting so they can meet everybody and know which directors are responsible -- what's that? For who? (Indiscernible).

Okay. So it's my honor to welcome first of all -- another Avondale thievery -- William Kellens. We love stealing from Avondale. He's one of them right there. We have, like -- who's all from Avondale? Jason -- Kevin's not here, so just Jason tonight I think. It's a healthy competition.

Mr. Kellens will be in charge of our GIS system to map all of our infrastructure and make sure we know exactly where everything is and we no longer just say, hey, as long as Eddie Valdez (ph.) is alive, we'll know where it's at. And Eddie's -- unfortunately, we've lost Eddie. He was a great guy, but he didn't know where everything was at. So we're excited about that. He's a great guy. Next in the Library Department, Veronica Walker (ph.). She's out of California and -- Northern California, right? Yes. Very nice. Right, Mandy? Northern California? Yeah.

And then we have Brianna Beltran. She told us that she had the big city experience from San Antonio. And every time I hear San Antonio I think Spurs, so I try to have a good attitude. When I met her, she was very nice. She was very nice. And then I'm also -- I'm equally as honored to acknowledge a recent accomplishment by one of our other Avondale thievery -- is over there. She's trying to hide -- Citlaly Salas. She has recently earned her certified municipal clerk designation -- CMC -- from the International Institute of Municipal Clerks, and she just came back from St. Louis. Congratulations.

As always, we welcome anyone that chooses to join our family. It blesses all of us, and we make them a promise that their happiness is our top priority. And we live that. We just don't say it. We embody that.

Thank you, sir.

MAYOR RODRIGUEZ: Well done. And of course, even though they're not here, I'm glad that we're welcoming all of our new employees -- wherever they come from -- to the

Tolleson family -- and that they contribute to the betterment of our community, just like we all do day in and day out. So welcome.

We're going to move on to item G. This is business from the floor -- public hearings and action. This is public hearing number one: soliciting comments from the interested parties in reference to Site Plan Application Number 25030001 as submitted by Erica Castro with RICK Engineering Company, on behalf of property owner, Virtual 91st LLC (ph.), for the proposed new construction of a four-story ECHO Suites Extended Stay hotel to be located at the southeast corner of 91st Avenue and McDowell Road, Tolleson, Arizona 85353. The proposed development site, APN Number 102-47-076, comprises approximately 160,280 square feet and is currently zoned Planned Area Development -- PAD. So ECHO Suites Extended Stay Hotel would be the name of it.

I will now open this public hearing and turn this over to Development Services Director Jason Earp for the application.

EARP: Thank you, Mayor and members of the council. Just kind of give you a quick background. They came to you about three months ago or so -- your work session. They took a lot of your comments that were given. They changed a lot of the things about their project. And I believe -- but I'll let Mr. Rise and Mr. Gilbert explain -- but I believe even the security, which was a big issue with council at the time.

So it's on 91st Avenue and McDowell. It's an approved use for that site. And at this time, I'll just turn it over to Mr. Gilbert and Mr. Rise to go through the presentation.

GILBERT: Thank you, Jason. My name is Paul Gilbert. 701 North 44th Street in Phoenix. It's great to be here. He won't want to admit this, but Reyes raised me. [LAUGHTER] You know, nobody does introductions like Reyes. It was so good to hear him again. Good to see many of you. And congratulations on this wonderful building. It's been twenty years in the making. I've been watching this progress over the years, and my compliments. It's just terrific.

I want to preface my comments with a major remark about -- as Jason said, we're not here to talk about the zoning. It's already approved. It's just a site plan we're talking about. But I wasn't there when you had your work study session earlier -- but I've been well briefed by Jason and Reyes -- and I'm keenly aware that you did not have a good experience with an extended stay hotel earlier. Please, please don't compare us to that other operation. It's like comparing a mouse to a hippopotamus. I mean, we are just night and day different from what they were. We also listened very carefully to the comments that you made in the work study session, and we've made some major changes -- significant changes -- to the plan as a result of your direction. I want to just briefly review a couple of these and do a little comparison with our project and the other extended day care project.

So this very briefly, and then you're going to hear from the guy that really knows what he's talking about -- my client, Carter Rise. First of all, you were concerned about having security on the premises 24 hours. I'm happy to tell you we accommodate that. We do that on all of our projects. So there will be someone there 24 hours, even though we don't need someone at the front desk all that time. But someone will be there on site managing, running the hotel, keeping track of everything. That was a concern you had. That was not existent on the other extended day care facility, is my understanding. You also had some concerns about the color. You'll see in just a moment, we responded to that. We made some changes in the color, and the design review was very receptive to this new elevation.

Also, I have it on good authority that the other extended hotel, which is now an apartment complex, charged something like $200 a week for their tenants there. And that is not us. We are way north of that, and our patrons that will be staying at our facility will be paying a very conventional hotel rate. So you're not going to get people that are basically in just for a real cheap in and out and so on. That isn't who we attract. We attract professionals. We have nurses, first responders, and that kind of people. All professional people that will pay the freight for our very lovely hotel facility. So we've got professionals, and we're very pleased to be here.

Another thing that's very important is we reason together is that we're part of the Wyndham Hotel organization. Wyndham Hotel -- I don't need to tell you -- is a very nationally known, reputable hotel company and they're -- we're part of their system.

That's important for two very significant reasons. One, they're very choosy because their name's on that hotel, along with ours, and they want an operator that is first class, that is professional, and that does a quality product. And they're very selective on who they allow to have their brand on the hotel. They have chosen us, and not only have they chosen us, but they -- we are the -- I think -- the single chosen operator for Wyndham on this project for the whole Phoenix area. That says a lot. That tells you that this operator is first-class professional, knows what they're doing, and were carefully selected by the Wyndham Hotel organization. We're here with their full support, and we think we have a very exciting product to bring to you tonight. And to go over the site plan ramifications, I'll turn the time over to Carter Rise.

RISE: Thank you, Paul. Mayor Rodriguez, council members, thank you so much for having us today. I'll reiterate some of what Paul has just gone over, but I do want to just provide some materials and images of what a typical ECHO Suites is going to look like. You know, obviously, you'll see our new elevation with a pretty drastic color change that I personally think looks great. I'm sure that some people who design the green for Wyndham will maybe be sad to see it go, but I think this one will stand out really, really well.

How do I change this? Oh, I think I went too far. There we go. So as you'll see, this is the site plan. Not too much to look at here in terms of -- it's a pretty standard shaped hotel. We do have the second point of access, which I know was an issue that was brought up, I believe, before the last meeting. But we've discussed that in depth with planning now and feel like this is a site plan that flows very well. We think it's going to be very attractive to see from the highway.

MAYOR RODRIGUEZ: (Indiscernible).

RISE: Yes. Yeah --

MAYOR RODRIGUEZ: (Indiscernible).

RISE: -- it's --

MAYOR RODRIGUEZ: (Indiscernible) McDowell?

RISE: Yeah. McDowell would be the north top side. And then -- and then --

MAYOR RODRIGUEZ: 91st --

RISE: -- 91st would be --

MAYOR RODRIGUEZ: -- to the left.

RISE: Yeah, to the west.

MAYOR RODRIGUEZ: Well, the first two properties, are they going to be developable or is that just going to be one (indiscernible)?

RISE: It is going to be developable. So we -- the current owner of the parcel -- we are working to subdivide around the line. You'll see where our -- the top of our parking spaces, as well as -- have sort of -- I believe they will retain ownership of the access drive. But we are going to construct it given that we are hoping to start construction on this much sooner than they would likely find users for the two remaining PADs. But we have worked with them closely to ensure that they're going to be able to have some type of retail, coffee -- you know, some type of user for there. I don't think it'll be something like a full-scale Chick-fil-A or larger fast-food restaurant, but I know that -- they would be able to speak to that better. But that's something that we are interested in since I think having a restaurant or retail there is certainly a good thing for our hotel community.

MAYOR RODRIGUEZ: (Indiscernible) place that sells pancakes or waffles? We have a Waffle House (indiscernible) or something that does include a little bit of breakfast?

RISE: If they can fit it, I'm sure our guests would like that too.

MAYOR RODRIGUEZ: Can you (indiscernible)?

MEDRANO: They are working on that. We have talked to them about it.

RISE: Right.

GILBERT: If I might interrupt, I also represent the owner of the property. You might recognize the name Felipe Zubia.

ERIVES: Oh, yeah.

GILBERT: Felipe is the one that's running this company that owns the property. He's very familiar with Tolleson, as you are with him.

MAYOR RODRIGUEZ: So he's familiar that we have enough Mexican restaurants?

[LAUGHTER]

MAYOR RODRIGUEZ: (Indiscernible).

GILBERT: We will pass that on to him.

MAYOR RODRIGUEZ: Awesome. Thank you. (Indiscernible).

RISE: Oh, absolutely. Any questions on sort of the site layout -- site plan that we've presented here?

MAYOR RODRIGUEZ: (Indiscernible) there's going to -- is there going to be an entry off of 91st Avenue over McDowell?

RISE: Yeah. So on the -- oh, no, not over 91st Avenue. The second point of access would be the east side of the building. It's sort of a faded line, but it's a shared access with the retail that is immediately to our east here. So it's sort of at the right east edge of the drawing here, and there's sort of a cul-de-sac --

MAYOR RODRIGUEZ: (Indiscernible) --

RISE: -- that gets cut off.

UNIDENTIFIED SPEAKER: -- (indiscernible) --

RISE: Oh, is there?

MAYOR RODRIGUEZ: (Indiscernible) Ong Insurance --

UNIDENTIFIED SPEAKER: Yes.

MAYOR RODRIGUEZ: (Indiscernible) --

RISE: I was just clicking forward.   But yeah. So it will be -- you'll be able to turn -- I believe that would be a left. I think you'd be able to turn left out of that or right. I think it would be a right in, right out at the -- up the more westward entrance. I believe that's how it's been designed.

MAYOR RODRIGUEZ: Yes, Jason?

EARP: Sorry. Mayor, if I could.   Yeah. So the west ingress, egress would be right in, right out only. The one that's -- you were just speaking of with the Ong -- sharing that one -- will be a full access. The other one was just too close to the intersection to have a full access.

MAYOR RODRIGUEZ: Okay. And Mr. Gilbert, do you also represent the property in front of the of the Ong's insurance building?

GILBERT: No, I do not.

MAYOR RODRIGUEZ: Okay.

GILBERT: But (indiscernible).

MAYOR RODRIGUEZ: Yeah. Understood.

GILBERT: There are only five apartment (indiscernible).

RISE: Mayor, Council. Yeah, so Virtual still -- they own the hard corner -- the property in and in front of the hotel -- that area there. But right in front of the Ong's property, the Ongs bought that, so they own that as well.

UNIDENTIFIED SPEAKER: (Indiscernible).

EARP: Yes.

UNIDENTIFIED SPEAKER: (Indiscernible).

RISE: Okay.

UNIDENTIFIED SPEAKER: We got that. So does (indiscernible).

RISE: Any further questions on the site plan?

MAYOR RODRIGUEZ: No.

RISE: All right. So want to just reiterate some of the strengths of the ECHO Suites brand. These are going to be a hundred percent new construction, which is -- if you're in the development world, that is something that I think carries a lot of weight. Where a lot of times you might have a brand where people are converting older, more run down hotels into something and slapping a new coat of paint on it and calling it -- you know, whatever the brand is that's the conversion brand. ECHO Suites is not going to be like that. These are a hundred percent new construction. We fought very hard to make sure that is going to stay that way in perpetuity. It's something that we believe is going to make the brand much stronger and only enforce the type of guests that we are going to have.

Wyndham is extremely invested in Echo Suites. We've worked with them tirelessly for over three years now to design this brand and make it the best extended stay type property that we can. Going into that is -- a lot of the furniture, the fixtures that we're having, the technology packages that we're using, the amenities that we're going to be providing look excellent, I believe for, you know, what you would see in a lot of competitors. And I think that's going to be a real brand differentiator for these, and other ECHO developers agree with me on this, as evidenced by the fact that we have over 275 in the pipeline. A lot of those are ones that Sandpiper is working on.

A little bit about Wyndham. Paul alluded to this, but they are the largest hotel franchiser in the world. And I think that really emphasizes how much emphasis is going into ECHO. The CEO of Wyndham, higher-ups at Wyndham are really focused on this brand. They are talking about it. They are getting in the weeds. So this is a real big priority, and it's going to have a lot of support from a pretty large Fortune 500 company.

Going into Sandpiper, we were founded in 2008. We own and operate 39 hotels, 15 of which we've built ourselves. And we're proud to announce that actually, since our previous meeting, we have opened our first ECHO Suites in Richmond, Virginia. We have three further properties under construction and more in the pipeline. But you'll see, that photo is from our grand opening of our first ECHO.

Going into our management company -- which is Sandpiper Hospitality -- this is a company that we founded in 2012, really as an effort to ensure that we have the best management we possibly can have and ensure security, cleanliness, and service to our guests, which is just something we didn't feel that we had with some of the third-party management companies. And we believe that the proof is in the pudding. We have 65 hotels under management. So you'll notice that's quite a larger number than the 39 that we own. A lot of people look to us for third-party management for a number of hotels up and down the chain scale.

So touching a little bit on our partnership with Wyndham, Wyndham actually reached out to us to help them design this brand when it was sort of in the infancy stage -- us and several other experienced developers. And that trust, I think, has hopefully been rewarded by developing something that I believe is going to be really, really successful and providing an excellent experience to the extended stay customer.

Any questions? All right. So my next couple slides mostly are just pictures of our open hotel. This is the exterior of the ECHO Suites in Richmond. You'll notice that we have the green exterior that we've changed to brown for our existing site plan here. But we opened in January 2025, and I think we're quite happy with how performance has gone so far. Here are a few pictures of the guestroom. You'll notice the mirror in the bathroom -- a lot of the fixtures -- the furniture looks very, very clean. You have a full kitchen and full desk and pretty spacious living area. So you know, I think I've stayed a number of these, and I've been very happy with how they've gone and how they're operating.

In terms of amenities, you'll see we have a spacious lobby, a large gym with plenty of fitness equipment, and on-site laundry, as well as Canteen marketplace vending, which I think looks a lot higher end than the typical Coke machine. And then finally, just kind of going into a little bit of our guest-mix. I mean, we are not looking for people who are going to live in these hotels and hope it just operates like a cheap apartment. We're looking for corporate training, travel nursing, construction development jobs, people who are relocating permanently to a city but are not going to stay in a hotel for two months. And that's really going to be, I think, seen in the rate that we're going to charge. This is not something that can operate as sort of a lower-end motel. It wouldn't make any economic sense for us to do this based on the construction costs we're seeing for these. And we believe that we can drive a really competitive rate based on all the data that we've looked into our modeling.

So with that, I open it up to any questions.

MAYOR RODRIGUEZ: Okay. (Indiscernible) Gamez.

GAMEZ: What would be a competitive rate?

RISE: Well, I would say a competitive rate -- it's going to vary by market. I think we are going to be able to drive rate into the probably mid-90s, maybe up to 100. And obviously in February, March when the whole Phoenix market's on fire, I think we're going to go far -- we are going to far exceed that. So I think a mid-90s or above ADR is going -- sorry -- average daily rate for those not in the hotel lingo.

GAMEZ: (Indiscernible) daily.

RISE: Yes. Average daily rate should be -- I would say 95 is what we're going to shoot for. So you know, you're looking in the mid-600s for a weekly rate.

MAYOR RODRIGUEZ: (Indiscernible).

ERIVES: So can you explain a little bit what considered extended? Am I staying a week, two weeks? Can you just tell us a little bit more what's considered extended?

RISE: So extended stay I think really, in the hotel industry, is more or less defined as, it has a kitchen. We are going beyond that. Generally, a seven plus night length of stay would be considered an extended stay. So when breaking down rates, generally you would get the nightly rate for one to six and then an extended stay rate for seven plus. That is built into the mid-90s number I was quoting earlier. For a nightly rate, we are generally going to charge a little bit more than, say, the weekly rate. So in that example, maybe the weekly rate is low 90s and the nightly rates at 100 -- average out to about 95.

ERIVES: And if someone wanted to stay longer -- I'm so sorry.

UNIDENTIFIED SPEAKER: You're fine.

ERIVES: If they wanted to stay longer than the seven night stay --- or seven -- like, the week -- can they stay two months? Three months? Is there like a cut off after so much time?

RISE: It depends. I mean, generally that actually comes down, in our experience, to local regulations. What we would say is we're probably not going to kick you out if you've been a model guest for your entire stay. We are not necessarily targeting people who are going to treat it more as an apartment, and we're going to drive a competitive rate as much as we can. But you know, there certainly are 30 plus night length of stays at our -- you know, some of the properties we manage and the competitor properties.

MAYOR RODRIGUEZ: (Indiscernible).

GAMEZ: In terms of employment opportunities, do you guys have your own housekeeping staff or do you hire from local?

RISE: Yeah, we would -- we would generally hire locally. I mean, they are going to obviously be working in the hotel daily, so that is something where it doesn't necessarily make sense to ship people over -- all over the country. So generally, we would be hiring locally for pretty much the whole staff of the hotel.

GAMEZ: Any idea the number of people you would be looking at?

RISE: I believe for this we're looking at -- I think it's 8 to 12 FTEs -- full-time employees -- but I'd have to double check. But I think that's where we've settled at. Obviously, the reason there's a little bit of ambiguity in that number is, generally in the early stages -- especially of a new brand -- but a new hotel, you're going to need more employees just to make sure that everything's getting up to shape.

GAMEZ: Oh. There's an HR person right over there somewhere. Is she here? She's not

MAYOR RODRIGUEZ: She's not here --

GAMEZ: -- here.

MAYOR RODRIGUEZ: -- no.

GAMEZ: If we can hire as many locals as possible, that'd be great for us.

RISE: I think I -- and I think that would be beneficial -- sorry to cut you off, but I think that would be beneficial to us as well. Retention would be something that would make the brand a lot stronger. People who know the hotel and know the area and are able to sort of, you know, drive business for us because they're aware of what's going on in town.

MEDRANO: Mr. Mayor, members of Council, I know Mr. Earp and his team are planning the next job fair. Right, Jason?

EARP: Yes, Mayor -- Councilmember Gamez, yeah, we're planning for October. And we'll -- if approved, then we'll make sure we invite Wyndham and ECHO Suites to that job fair. (Indiscernible) 999? Okay. All right. All right, cool. That's all.

MAYOR RODRIGUEZ: So I don't have a concern. I mean, really, at the end of the day, that hard corner has always been very prominent to me. 91st Avenue and McDowell has a lot of potentials right off the freeway. Actually, it's off of two freeways if -- we can consider the 101 . So the hotel itself produces a revenue source to our community long term. We get percentages off the rent. Something apartments don't do anymore in the State of Arizona. So I'm looking to diversify the public checkbook by different developments. But now I'm really concerned about the two lots in front of it. You know, like, what's going to come with that? Because with the PAD, are we required to do whatever it is that the applicant does or do we still have restrictions that we can tie into it?

MEDRANO: Under development zoning, simply allows Council to establish allowable and prohibited uses. So the PAD was established twenty years ago by a man named EJ Pospisil, and it was heavily weighted toward retail.

UNIDENTIFIED SPEAKER: (Indiscernible)?

MEDRANO: If it's in the PAD and it's a prohibited use in the PAD, it would never get to you.

UNIDENTIFIED SPEAKER: (Indiscernible)?

MEDRANO: It all depends on whatever the -- the PADs are unique to the development. So we negotiate -- in that case of Mr. Pospisil we negotiated -- prohibited and allowable uses. The majority, if not all of the allowable uses were retail, and the prohibited were the more hazardous, heavier uses.

UNIDENTIFIED SPEAKER: (Indiscernible)?

MEDRANO: No. We designed the -- all PADs are designed to make sure that you have the leverage you need. Yes.

UNIDENTIFIED SPEAKER: (Indiscernible).

MAYOR RODRIGUEZ: Logically, it would make sense to put restaurants up front, which would be another sales tax contributor to our community, but also an amenity that people can go there and enjoy, whether they're staying at the hotel or they're living in Tolleson -- or for that matter, (indiscernible) right across the street. So that's kind of where my mind's at. Revenue from the hotel, revenue from the hotels, options for people that live here closely and can get services and products that they can go and purchase. So that's kind of where I'm wrapping -- trying to wrap my mind around. Jason, you have your hand --

MEDRANO: I'm sorry --

EARP: Yes.

MEDRANO: -- Mayor.

EARP: Thank you, Mayor and members of the Council. Just so you're aware, I've been working with Virtual very closely, and we're both working on certain restaurants for that area that I won't say in public right now. And hopefully to your credit -- and non-Hispanic, non-Mexican food. And hopefully that comes to fruition sometime in the near future.

MAYOR RODRIGUEZ: (Indiscernible) -- I'm okay with Hispanic food. Just enough Mexican food. Salvadoran, Honduran, Guatemalan, Argentina, Chile. I can name them all if you want. [LAUGHTER] (Indiscernible). I don't want to be a blanket no, but just something different.

UNIDENTIFIED SPEAKER 1: Yeah.

UNIDENTIFIED SPEAKER 2: Chinese would be great.

MAYOR RODRIGUEZ: Chinese would be awesome, yeah. We have Italian now. We have Roma's.

MEDRANO: (Indiscernible). Mr. Mayor, if I could -- members of the Council, I would call Council's attention to the 99th Avenue corridor. If you recall, for years we were trying to develop that with different ownership groups, but it wasn't until the housing came in behind it -- and just to the northeast of it -- that caused the explosion we're seeing today. And we're capturing the type of restaurants and uses that the community has been clamoring for years in the General Plan. When you add this hotel, along with the Marriott and then Phoenix's hotel across the street, in addition to the fact that we just learned that Tolleson last fiscal year, I believe, was the fastest growing city in Arizona because we grew by 29 percent. And that was by design because our goal has been -- has been to get to 10,000 people so we can attract our grocery store. Well, it doesn't just attract grocery stores. It attracts restaurants -- sit-down restaurants. We need people in the concentrated area. And hotels like this are the perfect mixed-use development to attract the kind of restaurant we want there. I would've loved to had hotels on 99th Avenue, but that just was too far to the south from --

UNIDENTIFIED SPEAKER: (Indiscernible) --

MEDRANO: -- yeah, I know. I want it all. I'm greedy. I'm very greedy, as Council knows by now. But that's worked out very well, and I have no doubt this will as well.

GAMEZ: I'm sorry, Mayor, but (indiscernible) in the zip code.

MEDRANO: I got a call from a reporter -- Pilar and I did -- and he said, yeah, you guys are the fastest growing city in Arizona. And I laughed. I said, no, that's a zip code rule. I took 15 minutes to explain it to him. And he goes, well, actually -- and he broke it down. I said, actually, those numbers he gave me align with all of the new housing we've brought in. So we've -- we're now over 9,000.

MAYOR RODRIGUEZ: Talk to the -- the media that does other studies for Tolleson.

MEDRANO: And I told him about that, yeah.

(Audio interference)

MAYOR RODRIGUEZ: Well, with that I'm going to close --

RISE: Thank you.

MAYOR RODRIGUEZ: -- this public hearing. This is closed. Council, do we have any other comments at this time? Okay. I just want to reiterate that I'm hopeful for that corridor. I mean, last time I was hopeful we ended up with apartments and that to me -- you know, I wasn't publicly disappointed because it's actually a pretty nice product as far as apartments go. I think it's (indiscernible) development. It looks nice. It's going to attract a good population to our community. I'm just not an apartment person, and so the fact that we got that -- that took a big stock of land (indiscernible) future development. I think we have to do something that's going to be proactive when it comes to developing the hard corner. I like the fact that it's (indiscernible) for the Papago Freeway --

UNIDENTIFIED SPEAKER: Uh-huh.

MAYOR RODRIGUEZ: -- so it allows future development in the front and maybe trigger some development in front of the Ong building, which is kind of a weird flat. It's way in the back and you have all that vacant lot in front of it. And of course, long after I'm gone and somebody else is mayor, they'll have a strong financial base to be able to continue to move forward. And that's something that a lot of times as Council, we just say, okay, well, we're here to do what we can today. The reality is developments like this -- future restaurants -- are contributors to the betterment of our financial side of the house. And so what happens 20 years down the road matters through decisions that we make. So I think this may be one of those catalyst developments that helps us put ourselves in a better financial position as we move forward in the city.

So with that, any other comments? No? Is your hand up?

GAMEZ: No --

MAYOR RODRIGUEZ: No? Okay.

GAMEZ: -- (indiscernible) is good.

MAYOR RODRIGUEZ: All right. So I -- so Council, we have to make a motion to approve or deny it. I know we have a motion here, but I will tell you that there are 12 recommended stipulations. I know they've already agreed to doing it, but I want to include that -- I would include that as part of the motion.

DAVIS: Motion.

GAMEZ: Second.

DAVIS: Motion to approve with the 12 recommended stipulations.

GAMEZ: I second.

MAYOR RODRIGUEZ: We have a first by Vice Mayor Jimmy Davis and a second by Councilmember Gamez. All those in favor, please signify by saying aye.

IN UNISON: Aye.

MAYOR RODRIGUEZ: All those opposed, please say nay.

MENDOZA: Nay.

MAYOR RODRIGUEZ: Hearing one nay. Motion passes six to one, right? Seven of us? Okay, yeah. Motion passes six to one. So thank you very much, and we look forward to a new development here in our town pretty soon.

Is there a construction deadline? I think we should've asked that -- or a timeline that you guys were looking at?

UNIDENTIFIED SPEAKER: (Indiscernible).

MAYOR RODRIGUEZ: Okay.

UNIDENTIFIED SPEAKER: (Indiscernible) a little longer (indiscernible).

MAYOR RODRIGUEZ: Not impulsive, no?

UNIDENTIFIED SPEAKER: (Indiscernible).

RISE: We didn't want to spend all that money on architect (indiscernible), so.

MAYOR RODRIGUEZ: Well, thanks --

GAMEZ: Thank you.

UNIDENTIFIED SPEAKER: (Indiscernible).

GAMEZ: Thank you. Nice to see you again, yes.

MAYOR RODRIGUEZ: Okay. Well, we're going to want to item H, which is consent agenda action items. I see items one through five. I will entertain a motion.

LABORIN: (Indiscernible).

MAYOR RODRIGUEZ: Linda, we have --

LABORIN: (Indiscernible).

MAYOR RODRIGUEZ: -- we have a motion to approve by Councilwoman Laborin.

GAMEZ: Second it.

MAYOR RODRIGUEZ: We have a second by Councilmember Gamez. All those in favor of approving the consent agenda, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any. Motion passes unanimously. We're going to move on to regular agenda action items. Number one, we're going to either adopt or deny Ordinance Number 621 New Series of the Mayor and the Council of the City of Tolleson, Arizona, amending the Tolleson City Code, Chapter 5, Article 5-10 (ph.) --

UNIDENTIFIED SPEAKER: (Indiscernible) are off.

MAYOR RODRIGUEZ: By amending (indiscernible) 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 repairs -- for repeal of conflicting ordinances, providing for severability, and providing for penalties. Development Services Director Jason, you have the floor.

EARP: Thank you, Mayor, Councilmembers. So we came last time to the work session.

Went through the main points of it. Council was in agreement to that, so we had our attorneys put this ordinance together -- which it equals pretty much what every other community does in the valley. So we're just here, and hopefully you approve it tonight. This is -- by the way, Vice Mayor Davis brought this to our attention a few weeks ago, so hopefully we got everything that he wanted in there and Council wants and we're ready for approval.

UNIDENTIFIED SPEAKER: (Indiscernible).

MAYOR RODRIGUEZ: I heard that the renter has to provide cooling for the housing and it can't go below a certain temperature in the wintertime. So in a sense protects the renter from slumlords, for lack of a better way of saying it. So I don't see any questions. I will entertain a motion.

Yeah, we do have a question. Councilwoman Erives?

ERIVES: My only question is, how would a renter know about this? How can we inform the renter of this new ordinance so that, say, they do have an issue with their air conditioning and they've contacted their landlord and it's not getting -- is there a number? Is there a website? How is -- how can someone report this?

EARP: Pilar?

SINAWI: Mayor, members of the Council, (indiscernible). Well, since the renters don't necessarily get, like, a newsletter --

ERIVES: Right

SINAWI: -- what we're going to focus on is door-to-door (indiscernible) providing that information to really all residents.

ERIVES: Uh-huh.

SINAWI: There's no way of (indiscernible) knowing, you know, what properties are rentals from our register. However, there's (indiscernible) not registered rental properties. So the best way to (indiscernible) would be door-to-door communication and (indiscernible).

ERIVES: Okay.

SINAWI: And then also having that information available to our (indiscernible) office so when people come for any kind of rental utility assistance (indiscernible).

ERIVES: Sounds great. Thank you.

MAYOR RODRIGUEZ: Yes, Mr. (indiscernible).

UNIDENTIFIED SPEAKER: But the ones that we do know that are landlords, we should tell them as well. This is an ordinance that has passed. You know, you need to be doing this, this, and this. And it's simple as that. Let them know.

MAYOR RODRIGUEZ: Which department is this going to be under?

UNIDENTIFIED SPEAKER: (Indiscernible)?

MAYOR RODRIGUEZ: Enforcement, yeah.

EARP: Mayor, members of Council, in other cities -- under code enforcement. So it'll be under Ken and it will be like most things, complaint driven.

UNIDENTIFIED SPEAKER: (Indiscernible).

EARP: Yeah. But we'll put a package together along with Ms. Sinawi and her group and we'll flood the community with information. Uh-huh.

MAYOR RODRIGUEZ: (Indiscernible).

ERIVES: Yes, that was my point. Thank you. Thank you.

MAYOR RODRIGUEZ: Awesome. Councilmember -- or Vice Mayor Davis.

DAVIS: This covers homes and apartments as well?

EARP: I'll refer to our legal team, but I don't know if apartments is part of this or not.

ARNSON: Yeah, it said, applies to residential rentals in its entirety. So yes.

SINAWI: Mayor, members of Council, yes. We'll reach out to them as well.

ERIVES: Apartments -- I'm going back to the apartment -- and communication, because they're not receiving the water bill. It's part of the -- is there any way to get notifications to those -- that's what you're saying -- door-to-door, though. That's what you're saying?

SINAWI: Well, Mayor, members of Council, Councilmember (indiscernible), that communication's a little differently. So for the apartment complexes, we do individual mailings to them for the city newsletter. So since they don't receive a water bill, we do a separate mailing only for them for the newsletters. So then we can add that information to that already direct mailing that we have. Because it was many years ago that we identified that we were missing that part of the community, so we've been doing that separate mailing in addition to the city newsletter probably for eight, nine years now. So it's been for some time.

UNIDENTIFIED SPEAKER 1: (Indiscernible).

SINAWI: Yes. Uh-huh. Yes.

UNIDENTIFIED SPEAKER 1: (Indiscernible).

UNIDENTIFIED SPEAKER 2: (Indiscernible).

ERIVES: And I'll second it.

MAYOR RODRIGUEZ: We have a first over here --

ERIVES: And I'll second it.

MAYOR RODRIGUEZ: -- Councilwomen Chavira. And we have a second over here -- Councilwoman (indiscernible). All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any. Councilwoman Chavira made the motion --

CHAVIRA: (Indiscernible).

MAYOR RODRIGUEZ: Oh, I thought it was you. Okay. Well, all those in favor, again, say aye.

ALL: Aye.

MAYOR RODRIGUEZ: Are we good?

ARNSON: We're good.

MAYOR RODRIGUEZ: All right. All right. Motion carried. Let's move on to item number 2, authorize the city manager to enter into an executive -- 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 Incorporated for Phase I and Phase II in the amount of $3,225,511 for preconstruction services and procurement of long lead items related to the Tolleson Aquatic Center project. Phase I includes preconstruction 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.

Jason?

EARP: Thank you, Mayor, Vice Mayor, members of the Council. So it's about $160,000 or so that we -- that we'll pay CHASSE to be a part of the preconstruction so we can come up with that GMP. And about -- a little over -- there's $3,065,511 for the long lead items. So if we want to get started -- hopefully next month, start moving dirt. We want to order all these items -- that we know they know -- throughout the last X amount of years, it's been taken a long time to get. So if we order them now, hopefully they get here on time so when we're ready to use them -- and we don't slow down the project.

MAYOR RODRIGUEZ: (Indiscernible) projects (indiscernible) postpone.

EARP: So this is -- we've been doing a lot of these projects for the last --

MAYOR RODRIGUEZ: (Indiscernible).

EARP: Yeah. And if you do design build, that's fine. They're going to say -- just in our history -- in our -- what we found out is, yeah, it'll come out, let's say 28 million. Well, that's better than 35 million. And then by time you get done with it, it's 39 million because of all the change orders. We didn't see this, we didn't do that. So now it's between the City, the contractor, the architect that sit around and really hone in on all these numbers and stuff so then we don't have those changes later on. So while it might be a little higher than your design build at first -- but that's the guaranteed maximum price that it's going to cost the project.

UNIDENTIFIED SPEAKER: (Indiscernible)?

EARP: Correct.

UNIDENTIFIED SPEAKER: (Indiscernible)?

EARP: Yeah.

UNIDENTIFIED SPEAKER: (Indiscernible)?

MAYOR RODRIGUEZ: Lead items make complete sense to me. I mean, there's -- you can't get light poles right now -- six months out, so. And there's a lot of steel that comes along with this as well, so we definitely want to get those ordered now. And we want to price-lock those items. If you wait until the construction time, those items will be a lot more expensive, and then that will increase prices. So we have a motion?

GAMEZ: I'll take a dive into this. Yeah, I'll make a motion to approve.

MAYOR RODRIGUEZ: Okay.

DAVIS: Second.

MAYOR RODRIGUEZ: We have a second. Did you wear that shirt to kind of --

DAVIS: Yes.

MAYOR RODRIGUEZ: -- work out for him? He wants to take a dive into it, and you got a Hawaiian shirt on? No? Just saying. I have my trunks on. Anyways.

GAMEZ: That's nice.

MAYOR RODRIGUEZ: Yeah, I was going to say something else, but I stopped myself.

UNIDENTIFIED SPEAKER: Thankfully.

MAYOR RODRIGUEZ: Okay. Is there any other questions or comments?

ERIVES: Nope. I'm ready for a second.

MAYOR RODRIGUEZ: We have a second.

GAMEZ: Yeah.

ERIVES: Oh.

MAYOR RODRIGUEZ: So all those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Awesome.

UNIDENTIFIED SPEAKER: Yeah. (Indiscernible).

[CROSS TALK]

MAYOR RODRIGUEZ: Okay. We're going to move on to work study and presentations --

ERIVES: (Indiscernible) --

MAYOR RODRIGUEZ: -- not having any --

ERIVES: -- (indiscernible).

MAYOR RODRIGUEZ: -- Mayor and city manager report of current events. Not seeing any, we're going to go on to L, which is convene into executive session. So I will motion to go into executive session. Now is the time for Council to convene to executive session. We're asking members of the public and those that are not involved in this executive session to please exit the meeting at this time. The only actions that will take place after the executive session will be basically to adjourn the meeting.

Do we have a motion to go into executive session?

GAMEZ: So moved.

DAVIS: So moved.

MAYOR RODRIGUEZ: Okay. I got a motion from Vice Mayor -- well, I got a motion from Councilman Gamez, and we got a second from Vice Mayor Davis. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All right. All those opposed? All right. We stand in executive session.

APPROVED:

____
JUAN F. RODRIGUEZ, MAYOR

ATTEST:

____
CRYSTAL ZAMORA, CITY CLERK

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE CITY OF TOLLESON, ARIZONA, HELD ON MAY 27, 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 21, 2025 to June 3, 2025
MEETING DATE: June 10, 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 21, 2025 to June 3, 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:
1. 05 21 25 to 06 03 25 Claims and Bills Report

City of Tolleson
Checks Recorded
Check Dates: May 21, 2025 to June 3, 2025
PAYMENTS OVER $10,000

VENDOR NAME	GROSS AMOUNT	CHECK #	CHECK/PAYMENT DATE
AZ WASTEWATER INDUSTRIES INC	$618,133.48	184686	5/29/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$500,000.00	100698	5/30/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$500,000.00	100699	6/2/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$500,000.00	100700	6/3/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	$420,000.00	100697	5/29/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	$200,000.00	184688	5/29/2025
ASR CONSTRUCTION GROUP LLC	$176,411.09	184597	5/22/2025
FSL HOME IMPROVEMENTS	$115,244.12	184628	5/22/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$80,000.00	100696	5/29/2025
SUNLAND ASPHALT & CONSTRUCTION LLC	$74,012.29	100692	5/29/2025
SAGUARO SUMMIT, LLC	$44,806.61	184605	5/22/2025
BROWN AND CALDWELL	$42,896.00	100682	5/29/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	$33,596.59	100680	5/29/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	$33,501.03	100681	5/29/2025
PUMP PROS INTERNATIONAL CORPORATION	$23,781.36	100689	5/29/2025
LYFT, INC.	$22,467.27	100649	5/23/2025
VERTOSOFT LLC	$20,451.95	100695	5/29/2025
TERROS INC	$19,993.00	184666	5/22/2025
WASTE CONNECTIONS OF ARIZONA	$19,724.97	184675	5/22/2025
WASTE CONNECTIONS OF ARIZONA	$19,710.73	184741	5/29/2025
KELLER ELECTRICAL INDUSTRIES, INC.	$19,485.02	184713	5/29/2025
LEA-ARCHITECTS LLC	$19,108.34	184641	5/22/2025
Metropolitan Life Insurance	$14,729.56	184646	5/22/2025
MARICOPA COUNTY SHERIFF'S OFFICE	$14,416.58	184645	5/22/2025
TRAFFIC AND PARKING CONTROL CO, INC	$13,056.00	184667	5/22/2025
LEA-ARCHITECTS LLC	$12,159.35	184641	5/22/2025
PHOENIX ROOFING & REPAIR LLC	$12,097.00	184652	5/22/2025
ADVANCED ENVIRO CURE LLC	$12,000.00	100677	5/29/2025
ADVANCED ENVIRO CURE LLC	$12,000.00	100677	5/29/2025
BORDER STATES INDUSTRIES, INC.	$11,950.95	184602	5/22/2025
VERIZON WIRELESS SERVICES LLC	$10,638.42	184672	5/22/2025
CITY OF PHOENIX	$10,455.00	184608	5/22/2025

CITY COUNCIL REPORT

SUBJECT: Sabor and Beer Liquor License Application No. 347171, Series 12 – Restaurant
MEETING DATE: June 10, 2025

TO: Mayor and Council
FROM: Crystal Zamora, City Clerk
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
City Council will consider the approval of Arizona Department of Liquor Licenses and Control Liquor License Application No. 347171, Series 12 – Restaurant, as submitted by Jorge Agustin Santoyo for Sabor and Beer located at 9101 West Fillmore Street, Tolleson, AZ.

BACKGROUND:
This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least 40% of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

DISCUSSION:
As required by state law, the notice was posted at the business premises for the required period of time, which is a minimum of 20 calendar days. To date, the City Clerk's Office has not received any comments for or against this liquor license application. Please refer to the applicant's submittal for further information on this proposed liquor license.

BUDGET IMPACT:
This item has no additional budget impact.

RECOMMENDATION:
Staff recommends the City Council approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 347171.

ATTACHMENTS:
1. PENDING #347171 REDACTED - Packet

State of Arizona
Department of Liquor Licenses and Control

Created 05/07/2025 @ 05:45:32 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	SABOR AND BEER		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	9101 W FILLMORE STREET TOLLESON, AZ 85353 USA		
Mailing Address:			
Phone:	(623)302-2234		
Alt. Phone:			
Email:	MARITZASANTOYO@MAC.COM		

AGENT

Name:	JORGE AGUSTIN SANTOYO
Gender:	Male
Correspondence Address:	9550 W VAN BUREN #17 TOLLESON, AZ 85353 USA
Phone:	(623)388-7633
Alt. Phone:	
Email:	MARITZASANTOYO@MAC.COM

OWNER

Name:	SABOR AND BEER LLC		
Contact Name:	JORGE SANTOYO		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23317420	State of Incorporation:	AZ
Incorporation Date:	01/07/2022		
Correspondence Address:	9550 W VAN BUREN STREET #17 TOLLESON, AZ 85353 USA		
Phone:	(623)388-7633		
Alt. Phone:			
Email:	MARITZASANTOYO@MAC.COM		

60th day - 07/06/2025
105th day - 08/13/2025

Officers / Stockholders

Name:	Title:	% Interest:
MARITZA SANTOYO	Manager-LLC	100.00

SABOR AND BEER LLC - Manager-LLC

Name:	MARITZA SANTOYO
Gender:	Female
Correspondence Address:	9550 W VAN BUREN #17 TOLLESON, AZ 85353 USA
Phone:	(623)388-7988
Alt. Phone:	
Email:	MARITZASANTOYO@MAC.COM

MANAGERS

Name:	MARITZA SANTOYO
Gender:	Female
Correspondence Address:	9550 W VAN BUREN #17 TOLLESON, AZ 85353 USA
Phone:	(623)388-7988
Alt. Phone:	
Email:	MARITZASANTOYO@MAC.COM

APPLICATION INFORMATION

Application Number: 347171
Application Type: New Application
Created Date: 04/30/2025

MC

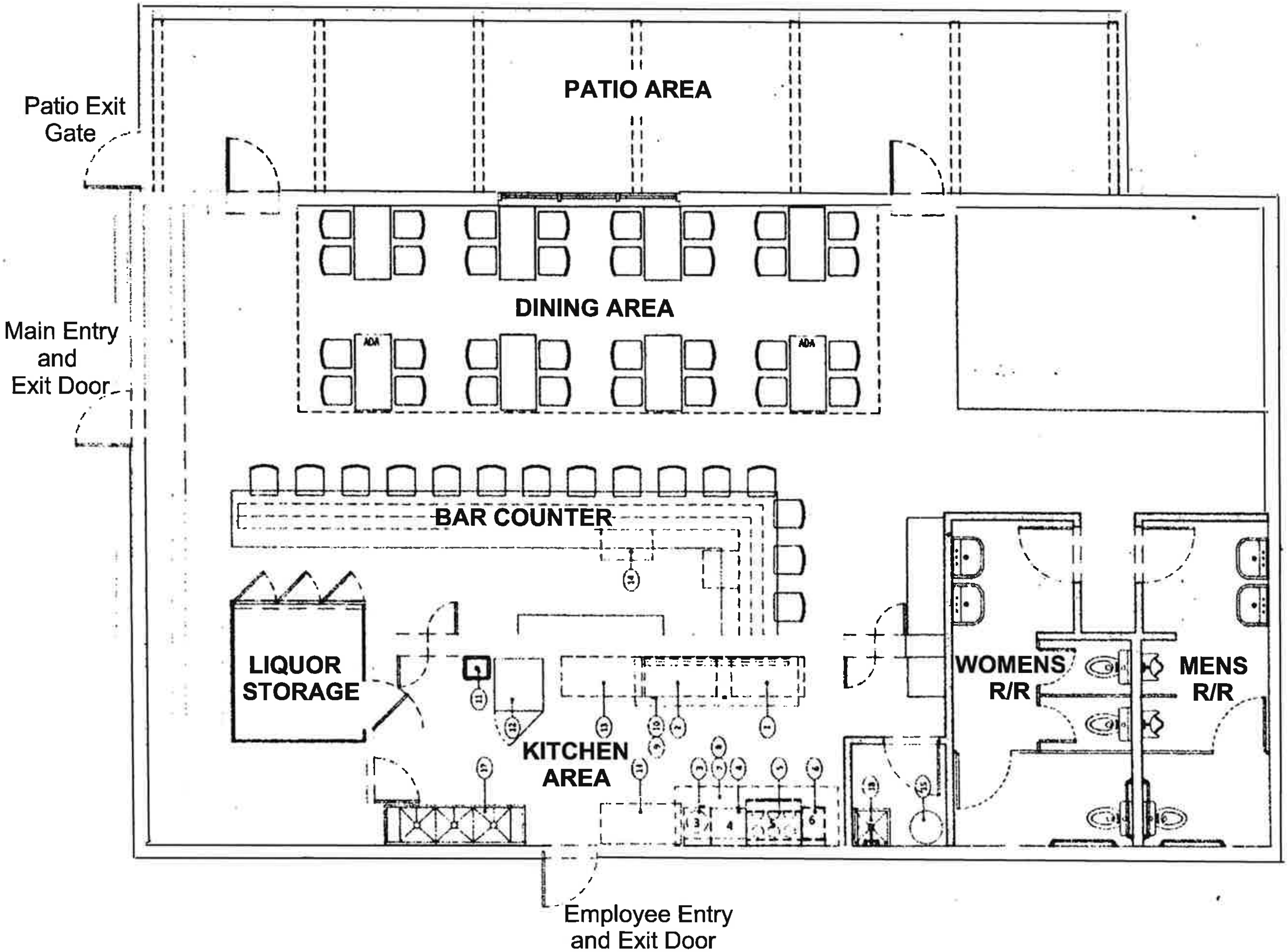
QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   OWNER
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   $600,000.00
   MARIO AND DINA SALGADO
   6331 W VAN BUREN ST PHOENIX AZ 85043
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   6/1/2025
9) What type of business will this license be used for?
   MEXICAN RESTURANT

SABOR and BEER

9101 W Fillmore St
Tolleson, AZ 85353
2,300 SQ.FT.



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RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): SABOR AND BEER

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	1 VULCAN GAS STOVE WITH 4 BURNERS, 1 36" FLAT TOP GRIDDLE GAS
Oven	1 CONVERTIBLE GAS COVECTION OVEN
Freezer	1 24" FREEZER
Refrigerator	1 TRIPLE DOOR STAINLESS STEEL REFRIGERATOR, 1 SINGLE DOOR 24" REFRIGERATOR
Sink	1 STAINLESS STEEL 3 COMPARTMENT SINK, 1 STAINLESS STEEL HANDSINK
Dish Washing Facilities	1 PRO-CLEAN DISHWASHER, 1 UNDERCOUNTER COMMERCIAL DISHWASHER, UNDERCOUNTER COMMERCIAL DISHWASHER
Food Preparation Counter (Dimensions)	1 STAINLESS STEEL PREP TABLES 48", PREP TABLE W/REFRIGERATED BASE
Other	1 DEEP FRYER NATURAL GAS STRATUS BRAND MODEL #SMG36, 1 ICE MACHINE

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

   (**Do not include kitchen, bar, hi-top tables, or game area.**) 80 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☑ No

   (**If yes, what percentage of the public floor space does this area cover?**) ______%

6. List the **seating capacity** for:

   a) Restaurant dining area of your premises: [84]

   (DO NOT INCLUDE PATIO SEATING)

   b) Bar area [+ 12]

   TOTAL [= 96]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☑ Both

8. Does your restaurant contain any **games**, **televisions**, or **any other entertainment**? ☑ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

4 FLAT SCREEN TELEVISIONS

9. Do you have live entertainment or dancing? ☐ YES ☑ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	2
Bartenders	2
Hostesses	0
Managers	1
Servers	5
Other ( )	
Other ( )	
Other ( )	

I, (Print Full Name) JORGE AGUSTIN SANTOYO **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature:

Individuals requiring ADA accommodations please call (602)542-2999

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): Sabot and Beef
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**
    - A. Sales Journals/Monthly Sales Schedules
        - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        - 3) Dated Guest Checks
        - 4) Coupons/Specials/Discounts
        - 5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
        - 1) Daily Bank Deposit Slips
        - 2) Bank Statements and canceled checks

12. **Tax Records**
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) JORGE AGUSTIN SANTOYO **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature:

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Individuals requiring ADA accommodations please call (602)542-2999

MENU SABOR AND BEER

APPETIZERS

fried fish bites $22.00

Half a dozen of fresh Oysters $19.00

One dozen of Oysters $29.00

One dozen of Oysters with shrimp $29.00

Pork skins with guacamole $25.00

Guacamole with chips $8.00

Cambray potato enchiladas $13.00

Aguachiles Green or Red sauce $32.00

Shrimp platters

Shrimp cooked in a spicy sauce accompanied with sauteed vegetables with a salad $24.00

Garlic shrimp scampi served with salad and sauteed vegetables $22.00

Breaded shrimp platter served with salad and sauteed vegetables $22.00

Prepared shrimp in a creamy house special sauce served with salad and sauteed vegetables $23.00

Alfredo pasta with Alfredo sauce served in a bread bowl accompanied with a salad $24.00

"Camarones cucarachas" served with a salad and sauteed vegetables $24.00 description of dish listed below.

is a popular Mexican dish known for its bold flavors. It typically involves shrimp cooked with a spicy, tangy sauce made from ingredients like garlic, lime juice, chili peppers, and sometimes tequila. The name "cucaracha" refers to the sauce's intense and vibrant taste, not to any actual insects. It's a favorite in coastal regions and often served with rice or tortillas.

COCKTAILS

Shrimp cocktail $22.00

Shrimp combined with squid cocktail $25.00

SOUPS

Shrimp soup with mixed vegetables $24.00

Fish soup with mixed vegetables $24.00

Clam Chowder served in a bread bowl topped with cook shrimp and cheese $23.00

TACOS AND TOSTADAS

Fish tacos $5.00

Shrimp tacos $5.00

Tacos Gobernador $6.00 Description listed below

"They are a popular Mexican dish typically made with shrimp, cheese, and vegetables, served in a corn tortilla".

Shrimp or Fish Ceviche tostada $7.00

Shrimp tostada $8.00

Aguachile tostada $8.00

Layered combination squid shrimp and fish tostada $25.00

HOUSE SPECIALS

Grilled octopus with a smoky flavor served with salad and sauteed potatoes $24.00

Grilled fish filetes served with salad and sauteed vegetables $24.00

Grilled fish filet with vegetables and cheese wrapped in tinfoil served with salad $25.00

Sauteed fish filet in butter served with vegetables and salad $24.00

Shrimp quesadilla $14.00+

KIDS MENU

Mini quesadilla with French fries $8.00

Chicken strips with potatos $9.00

2 mini fish ceviche tostadas $8.00

MENU

AMERICAN BREAKFAST.
Pancakes with eggs of choice
house potatoes and jam, bacon or sausage
Served with french toasted ---------------------------$ 14.99

BREAKFAST CROISSANT.
Croissant with egg of choice smoked jam or bacon
American cheese and caramelized potatoes.---------------$ 11.99

LA SANTA OMELETTE.
Omelette with the house recipe cream
Slice of poblano pepper, corn cooked in a cream sauce
With melted cheese served with house potatoes and french baguette.-$14.99

JOE'S OMELETTE.
Egg omelette stuffed with mushroom, caramelized onion bacon
spinach and red pepper
Served with house potatoes and bread.-------------------$ 14.99

MR. PAN FRANCES
3 French toast served with homemade cream,
Red fruits, Nutella and 2 pieces of bacon.-----------------$ 9.99

AVOCADO TOAST.
Whole grain toast fresh smashed avocado Cochinita pibil
With eggs to taste.----------------------------- $13.99

MEXICAN EGGS
Scrambled eggs with Onion, tomatoes, green pepper
served with house potatoes, bacon, jam or sausage
French toast -------------------------------$ 12.99

CANDY WAFFLES.
3 Crispy waffles accompanied by suite cream, berry fruit and maple syrup -
$12.99

SUNNY FRUIT.
A Bowl of fruit served with

vanilla yogurt, granola and honey maple syrup.—————————————— $10.99

AMERICAN SLAM.
Hot cakes or waffles.
Sausage, bacon or jam seasonal fruit and house potatoes————————-$ 14.99

MEXICAN MOLLETES.
2 breads with cheese beans and chorizo
Served with potatoes and Mexican salsa.————————————————-$ 12.99

FOR KIDS

AB. BREAKFASTS.
3 Mini pancakes served with scrambled eggs and bacon.——————-$ 9.99

KIDS AMERICAN.
Scrambled eggs with seasonal fruit your. choice jam, sausage or bacon.
$9.99

PANCAKES.
3 mini pancakes with maple syrup and bacon, jam or sausage———— 9.99

Caution: consuming raw undercooked meats (poultry, seafood,or eggs), may increase your risk of food borne illness specially if you have medical conditions.

DRINKS

American coffee——————————————————————————-$3.99
Vanilla coffee———————————————————————————-$3.99
Apple juice————————————————————————————-$5.99
Orange juice———————————————————————————-$5.99
Green juice————————————————————————————$6.99
Milk——————————————————————————————-$3.99
Chocomilk—————————————————————————————-$3.99
Fountain drinks.——————————————————————————-$4.99

'25 APR 30 PM 1:50 AZDLLC

DLLC USE ONLY

Fee:	
Job #: 347171	
Date Accepted: 4-30-25	
CSR: AP	

fp pending
805-683

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Personal Information Questionnaire

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: SANTOYO (Last) JORGE (First) AGUSTIN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: ARIZONA
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 03 / 10 / 2004
6. Email address [redacted]
7. Home Address: [redacted]
8. Daytime phone # [redacted] Alternative phone [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: JOB #
2. Business Name (doing business as): SABOR AND BEER
3. Business Address: 9101 WEST FILLMORE STREET TOLLESON ARIZONA 85353

Individuals requiring ADA accommodations please call (602)542-2999

'25 APR 30 PM 1 50 AZDLLC

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☑Agent ☐Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: JORGE AGUSTIN SANTOYO

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ ~~No ☑~~

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

I, (Print Full Name) JORGE AGUSTIN SANTOYO **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: ______________ **Date:** 04/21/2025

Individuals requiring ADA accommodations please call (602)542-2999

Affidavit of Posting Liquor License

****

On ____**May 19, 2025**_______________, I, __**Ken Hernandez** certify that the following Property was posted with the Liquor License request.

Property: Sabor and Beer 9101 W Fillmore St, Tolleson Arizona 85353

_***K Hernandez***________________________

Signature

****

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: MAY 20, 2025

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

TOLLESON CITY COUNCIL AT 9055 W. VAN BUREN ST.

PLACE: TOLLESON CIVIC CENTER **DATE/TIME:** JUNE 10, 2025 AT 6:00 PM

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (623) 936-7111

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD**: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: (623) 936-7111 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

State of Arizona
Department of Liquor Licenses and Control

Created 05/07/2025 @ 05:45:32 PM

Local Governing Body Report

LICENSE

Type: 012 RESTAURANT

Expiration Date:

9101 W FILLMORE STREET

MARITZASANTOYO@...MAC.COM

AGENT

...OYO

...MAC.COM

OWNER

...MPANY

State of Incorporation: AZ

...EET

...AC.COM

60th day - 07/06/2025
105th day - 08/13/2025

Page 1 of 3


9101
NOTICE

CITY COUNCIL REPORT

SUBJECT: Ahuevo Cafe Liquor License Application No. 347230, Series 12 – Restaurant
MEETING DATE: June 10, 2025

TO: Mayor and Council
FROM: Crystal Zamora, City Clerk
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
City Council will consider the approval of Arizona Department of Liquor Licenses and Control Liquor License Application No. 347230, Series 12 – Restaurant, as submitted by Juan Carlos Soberanes for Ahuevo Cafe located at 9205 West Van Buren Street, Tolleson, AZ.

BACKGROUND:
This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least 40% of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

DISCUSSION:
As required by state law, the notice was posted at the business premises for the required period of time, which is a minimum of 20 calendar days. To date, the City Clerk's Office has not received any comments for or against this liquor license application. Please refer to the applicant's submittal for further information on this proposed liquor license.

BUDGET IMPACT:
This item has no additional budget impact.

RECOMMENDATION:
Staff recommends the City Council approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 347230.

ATTACHMENTS:
1. JOB #347230 REDACTED PENDING FILE - Packet

State of Arizona
Department of Liquor Licenses and Control

Created 05/09/2025 @ 03:26:36 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	AHUEVO CAFE		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	9205 W VAN BUREN STREET TOLLESON , AZ 85353 USA		
Mailing Address:	18007 W FULTON STREET GOODYEAR, AZ 85338 USA		
Phone:	(602)561-0556		
Alt. Phone:			
Email:	AHUEVOPHX@GMAIL.COM		

AGENT

Name:	JUAN CARLOS SOBERANES
Gender:	Male
Correspondence Address:	18007 W FULTON STREET GOODYEAR, AZ 85338 USA
Phone:	(602)561-0556
Alt. Phone:	
Email:	AHUEVOPHX@GMAIL.COM

OWNER

Name:	AHUEVO LLC		
Contact Name:	JUAN CARLOS SOBERANES		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23785837	State of Incorporation:	AZ
Incorporation Date:	02/11/2025		
Correspondence Address:	18007 W FULTON STREET GOODYEAR, AZ 85338 USA		
Phone:	(602)525-0556		
Alt. Phone:			
Email:	AHUEVOPHX@GMAIL.COM		

60th day
07-08-2025

Officers / Stockholders

Name:	Title:	% Interest:
JUAN CARLOS SOBERANES	Mgr-Member	50.00
ARMANDO RUIZ	Mgr-Member	50.00

AHUEVO LLC - Mgr-Member

Name:	JUAN CARLOS SOBERANES
Gender:	Male
Correspondence Address:	18007 W FULTON STREET GOODYEAR, AZ 85338 USA
Phone:	(602)561-0556
Alt. Phone:	
Email:	AHUEVOPHX@GMAIL.COM

AHUEVO LLC - Mgr-Member

Name:	ARMANDO RUIZ
Gender:	Male
Correspondence Address:	18007 W FULTON STREET GOODYEAR, AZ 85338 USA
Phone:	(615)968-1336
Alt. Phone:	
Email:	TECERMACK@GMAIL.COM

APPLICATION INFORMATION

Application Number: 347230
Application Type: New Application
Created Date: 05/01/2025

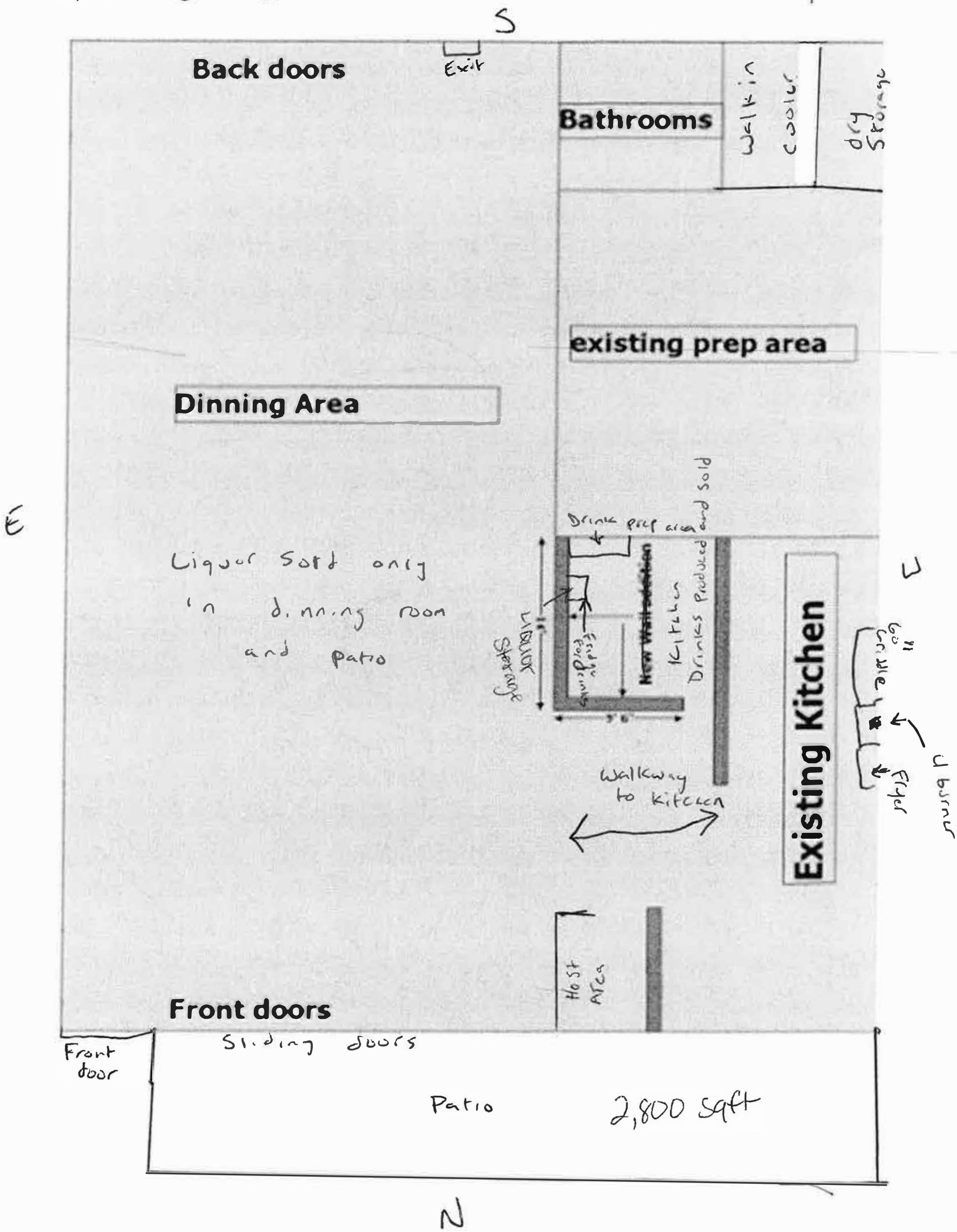
QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   $10,000
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   ZERO
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS PATIO
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   06/15/2025
9) What type of business will this license be used for?
   RESTAURANT

License #12 Anuevo cafe

9205 W Van buren Tolleson AZ 85353



9205 W Van Buren Tolleson AZ 85353

Ahuevo Cafe Suite #12

'25 MAY 1 AM11:37 AZDLLC

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): Ahuevo Cafe

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	60 inch Griddle, 4 burner
Oven	None
Freezer	None
Refrigerator	Walk in cooler
Sink	5 sinks 1 3 compartment sink, 3 hand sinks, 1 prep
Dish Washing Facilities	N/a
Food Preparation Counter (Dimensions)	15 Ft by 2Ft For drinks
Other	Fryer 2 basket

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 50 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(**If yes, what percentage of the public floor space does this area cover?**) ______%

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [80]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 80]

Individuals requiring ADA accommodations please call (602)542-2999

'25 MAY 1 AM11:37 AZDLLC

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games**, **televisions**, or **any other entertainment**? ☐ YES ☒ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☒ YES ☐ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

DJ once a month

10. List number of employees for each position:

Position	How many
Cooks	2
Bartenders	1
Hostesses	1
Managers	2
Servers	3
Other ( )	
Other ( )	
Other ( )	

I, (Print Full Name) Juan Soberanes **, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature:

Ahuevo café

9205 w van buren Tolleson Az 85353

Menu

Breakfast

Chilaquiles $16.99

French toast churros $15.99

Waffles $12.99

Conchita French toast $15.99

Breakfast sandwich $14.99

Classic breakfast $14.99

Menudo $15.99 - all day Thursday and Sunday

Pozole $14.99

Birria $14.99

Huevo montado $14.99

Huevo rancheros $14.9

Omeletes $14.99

Plato de frutas with yogurt honey $12.99

Oatmeal with fresh fruit $12.99

Burrito breakfast $14.99

Non-alcoholic drinks

Regular coffee$3.99

Café de olla $4.99

Chocomil $5.99

Shake $5.99

Orange juice $4.99

Apple juice $3.99

Soda 6 flavors $3.49

Ice Teas $3.99

Lunch- 5pm

Tacos $4.25

burros $14.99

quesadillas $13.99

carne asada fries $15.99

Blt $13.99

Club $15.99

BLTE $15.99

Chicken sandwich $16.99

Classic burger $14.99

Choriburger $16.99

Burger pineapple $15.99

Fries$4.99

Burrito bowl $14.99

Cobb salad $12.99

Ceaser salad $12.99

Alcoholic Drink menu

Micheladas $12.99

1tbs lime juice, 4oz of beer, 6oz of tomato juice, dash hot sauce, dash soy sauce, dash Worcestershire sauce. Topped off with a piece of bacon and celery

Mexican candy $10.99

1 oz of vodka, lime, watermelon mix sprite and spicy tamarindo

Beer 12 oz $4.99

dos equis, modelo, corona, pacifico

Mango margarita

paleta de sandia margarita

Cantarito $10.99

1 oz of tequila, agave nectar , orange juice, grapefruit juice and lime

paleta de sandia $9.99

Watermelon crush, lime, Smirnoff vodka, Tajin

Spicy mango 9.99

Mango juice, cranberry juice, vodka

Mimosa Flight $24

Watermelon, Strawberry, mango and peach

- **Classic Mimosa:** Orange juice and champagne.
- **Peach Bellini:** Peach puree and prosecco.
- **Mango mimosa:** champagne and mango juice
- **strawberry Mimosa:** fresh strawberries, orange juice and champagne

'25 MAY 1 AM11:37 AZDLLC

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): Ahoudo Cafe
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

    A. Sales Journals/Monthly Sales Schedules

    1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    3) Dated Guest Checks
    4) Coupons/Specials/Discounts
    5) Any other evidence to support income from food and liquor sales

    B. Cash Receipts/Disbursement Journals

    1) Daily Bank Deposit Slips
    2) Bank Statements and canceled checks

12. **Tax Records**

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)

    B. Income Tax Return - city, state and federal (copies)

    C. Any supporting books, records, schedules or documents used in preparation of tax returns

'25 MAY 1 AM11:37 AZDLLC

13. **Payroll Records**

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) Juan Carlos Sobrenes **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: ______

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

'25 MAY 1 PM11:37 AZDLLC

DLLC USE ONLY
Fee:
Job #: 347230
Date Accepted: 05-09-2025
CSR: SG

Personal Information Questionnaire

805-1084

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ **AGENT** ☑ **CONTROLLING PERSON** ☐ **MANAGER**

1. Name: Soberanes (Last) Juan (First) Carlos (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 01 / 01 / 93
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): Ahuevo Cafe
3. Business Address: 9205 W Van buren Tolleson AZ 85353

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

25 MAY 1 AM11:37 AZDLLC

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☒Controlling Person ☐Manager

Name of persons who will be handling the day to day operations: Juan Carlos Soberanes

Armando Ruiz

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☒

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☒
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

I, (Print Full Name) Juan Carlos Soberanes **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: [signature] **Date:** 04/29/25

Affidavit of Posting Liquor License

****

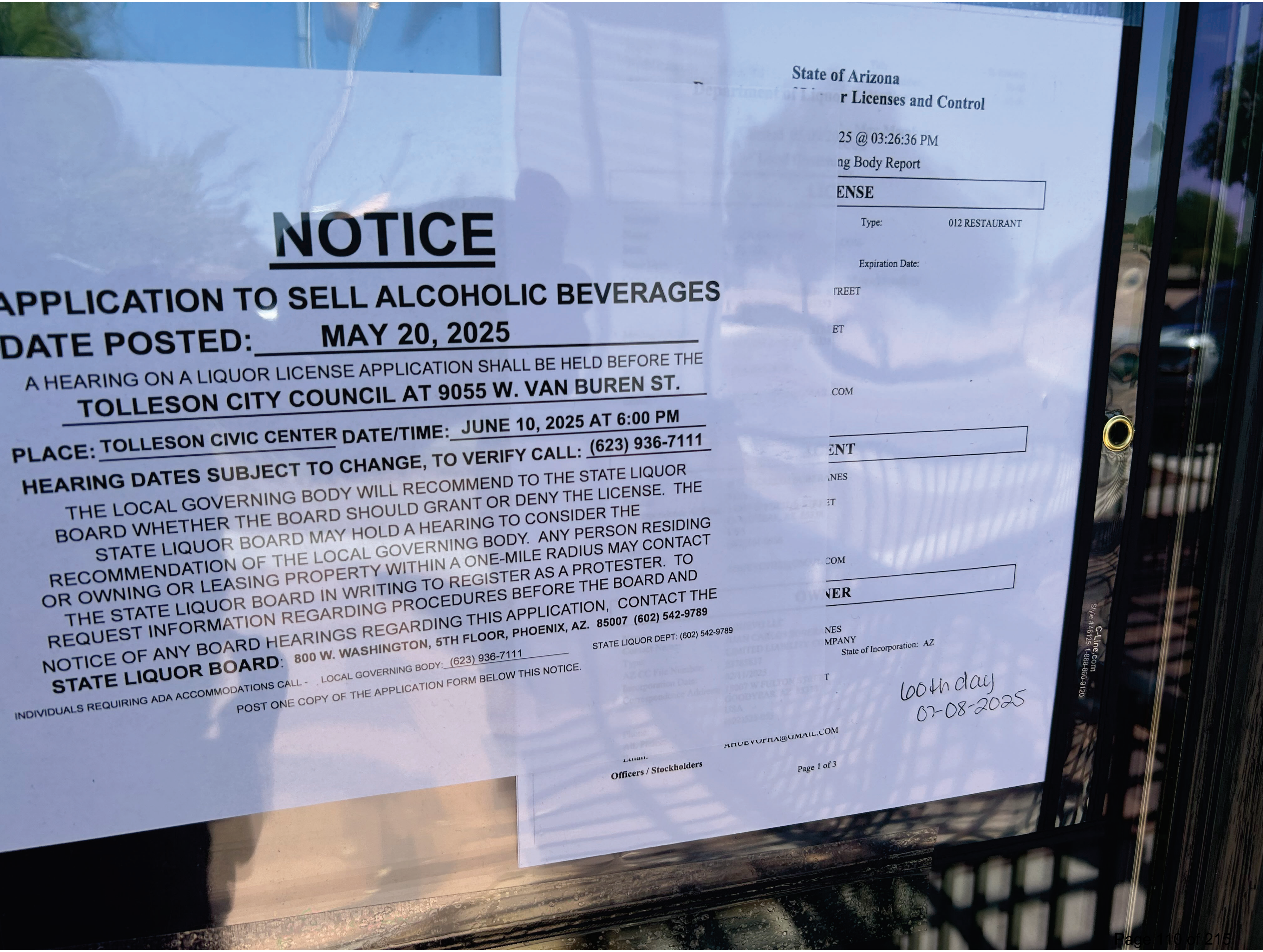
On ____**May 19, 2025**______________, I, __**Ken Hernandez** certify that the following Property was posted with the Liquor License request.

Property: Ahuevo Café 9205 W Van Buren St, Tolleson Arizona 85353

_***K Hernandez***________________________

Signature

****


NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MAY 20, 2025
A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
TOLLESON CITY COUNCIL AT 9055 W. VAN BUREN ST.
PLACE: TOLLESON CIVIC CENTER DATE/TIME: JUNE 10, 2025 AT 6:00 PM
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (623) 936-7111
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE
STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: (623) 936-7111 STATE LIQUOR DEPT: (602) 542-9789
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.
State of Arizona
r Licenses and Control
25 @ 03:26:36 PM
ng Body Report
ENSE
Type: 012 RESTAURANT
Expiration Date:
State of Incorporation: AZ
Officers / Stockholders
Page 1 of 3
60th day
07-08-2025


NOTICE
9205

Item Number: J.5.

CITY COUNCIL REPORT

SUBJECT: RPTA Master Transit Services Agreement
MEETING DATE: June 10, 2025

TO: Mayor and Council
FROM: Gabriel Elias, Development Services Superintendent
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting the adoption of Resolution No. 2605 approving the Master Transit Services Agreement, Contract # 172-75-2026-00, between the City of Tolleson and Regional Public Transportation Authority (RPTA) relating to regional transit services.

BACKGROUND:

Per the Master Transit Services Agreement, the City of Tolleson will continue to pay RPTA for ADA mandated Paratransit and Ride Choice Services.

DISCUSSION:

The Transit Services Agreement outlines the fiscal responsibilities obligated to the City of Tolleson for ADA Mandated Paratransit Services along with RideChoice Transportation Services offered through the RPTA. This Agreement shall be effective for a period of seven years, with annual updates to incorporate any changes in service levels, funding, costs, or revenues.

BUDGET IMPACT:

The City of Tolleson will pay RPTA a total of $109,850: $85,277 for the provision of ADA Mandated Paratransit Services and $24,573 for the RideChoice Transportation Services Program for Fiscal Year 2026. Per the Master Transit Services Agreement, the City of Tolleson will continue to pay RPTA for ADA mandated Paratransit and Ride Choice Services.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2605 of the Mayor and Council of the City of Tolleson, Arizona, approving the Master Transit Services Agreement, Contract # 172-75-2026-00, between the City of Tolleson and RPTA relating to regional transit services.

ATTACHMENTS:

1. Res 2605 Regional Public Transportation Authority (RPTA) Agreement for FY 2026 Transit Services - Contract No. 172-75-2026-00 06 10 25

RESOLUTION NO. 2605

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE MASTER TRANSIT SERVICES AGREEMENT, CONTRACT NO. 172-75-2026-00, BETWEEN THE CITY OF TOLLESON AND THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY RELATING TO REGIONAL TRANSIT SERVICES FOR FISCAL YEAR 2026.

WHEREAS, the City of Tolleson (the "City") desires to enter into a Master Transit Services Agreement ("Agreement") with the Regional Public Transportation Authority ("RPTA") for the continued provision of regional transit services; and

WHEREAS, the Agreement shall be effective July 1, 2025, for a period of seven years, with annual updates to incorporate any changes in service levels, funding, costs, or revenues; and

WHEREAS, for Fiscal Year 2026, the City of Tolleson will pay RPTA a total of $109,850: $85,277 for ADA Mandated Paratransit Services and $24,573 for the RideChoice Transportation Services Program.

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

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

Section 2. The Agreement between the City and RPTA relating to regional transit services for Fiscal Year 2026 is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 10th day of June, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ____________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2605

[Master Transit Services Agreement]

See following pages.

MASTER TRANSIT SERVICES AGREEMENT

BETWEEN

THE CITY OF TOLLESON

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

CONTRACT # 172-75-2026-00

THIS MASTER TRANSIT SERVICES AGREEMENT ("Agreement") is entered into on July 1, 2025, between the City of Tolleson, a legal entity duly organized and existing under the laws of the State of Arizona ("Member") and the Regional Public Transportation Authority, a political subdivision of the state of Arizona ("RPTA") (collectively "Parties").

RECITALS

WHEREAS, Member has charter authority to provide transit services and charter and statutory authority to enter into agreements with other entities within Maricopa County to provide transit services under A.R.S. Section 11-951, et seq.;

WHEREAS, RPTA is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services under A.R.S. Section 48-5121 and A.R.S. Section 48-5101, et seq.;

WHEREAS, as a political subdivision of the State of Arizona, RPTA "may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of" its powers granted under A.R.S. Section 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities under A.R.S. Section 11-951, et seq.;

WHEREAS, transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authority, and;

WHEREAS, RPTA is willing to provide, and Member is willing to purchase or receive transportation services as detailed in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations contained in this Agreement, it is agreed by the Parties as follows:

SECTION 1. EFFECTIVE DATE

This Agreement shall take effect only after it has been approved by Member's Council, approved by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel and filed with the Member's Clerk ("Effective Date").

SECTION 2. TERM OF AGREEMENT

This Agreement shall be effective for a period of seven (7) years from the Effective Date. This Master Agreement shall be amended on an annual basis to accommodate changes in service levels, funding changes, costs and revenues. In addition, the Parties acknowledge that Prop 400 expires June 30, 2025, and Prop 479 takes effect on July 1, 2025. Although Prop 400 Rules, Policies and Guidelines shall remain in effect until July1, 2026, the Parties acknowledge and agree that this Agreement may have to be amended to accommodate any new Rules, Polices and Guidelines promulgated by the new Prop 479.

SECTION 3. OBLIGATIONS AND SCHEDULING

3.1 The Parties' obligations and program schedules are identified in an Annual Service Agreement (Attached to and incorporated as Attachment A) and the Incorporated Schedules, (Attached to and incorporated as Attachment B). Obligations may be related to responsibilities including, but not be limited to, fixed route bus, Dial-a-Ride paratransit brokerage services, or other transit services. The Annual Service Agreement and Incorporated Schedules are designed to be amended annually in coordination with RPTA's adopted fiscal year budget process. The Annual Service Agreement and Incorporated Schedules may be modified as needed and as agreed to in writing by both Parties as provided in this Agreement and any modifications shall be made a part of this Agreement as fully set forth herein. Attachments may include but not be limited to:

Attachment A – ANNUAL SERVICE AMENDMENT

Attachment B – INCORPORATED SCHEDULES

Schedule "A" Regionally Funded Fixed Route Bus Service (RPTA Funded)

Schedule "B" Member Funded Fixed Route Bus Services

Schedule "C" Paratransit Services

Schedule "D" Ride Choice Program

Schedule "E" Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)

Schedule "F" ADA Platinum Pass

Schedule “G” Place Holder - Park and Ride/Transit Center - N/A

Schedule “H” Place Holder - Various Capital Projects - N/A

Schedule “I” Bus Stop Improvements – N/A

3.2 Within 90 days after the close of each fiscal year, RPTA will conduct an annual program reconciliation to determine the actual number of trips or mileage which are billable to the Member for each program. The reconciliation will occur for all programs, including but not limited to paratransit, ride choice and fixed route transit services. RPTA will use this analysis to determine whether Member has overpaid or underpaid based on the service provided. In the event either Party owes the other Party, RPTA will either pay the Member or invoice the Member for the amount due to RPTA within 30 calendar days after acceptance of the final reconciliation by both Parties. In the event underpaid Member shall have 30 days from the date of receipt of the invoice to pay the invoice.

SECTION 4. RECORDS AND AUDIT

Pursuant to A.R.S. Sec. 35-214, all books, accounts, reports, files and other records relating to this Agreement under the custody or control of RPTA or its contractors shall be subject, at all reasonable times, to inspection and audit by Member, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at RPTA offices when requested by Member.

SECTION 5. COVENANT AGAINST CONTINGENT FEES

The Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the Member’s city council or the RPTA Board of Directors, and no officer, agent, or employee of the Member or RPTA has any interest, financially or otherwise, in this Agreement.

SECTION 6. ALTERATION IN CHARACTER OF WORK

Minor alterations in the character of work shall be authorized in writing by Member and acknowledged by RPTA by letter.

SECTION 7. TERMINATION AND CHANGES IN SERVICE

7.1 The Parties hereby agree to full performance of the covenants and obligations contained in this Agreement, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

7.2 Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing ninety (90) calendar days prior written notice. Termination shall be effected by delivery of a notice of termination ("Notice of Termination") specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

7.3 Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of Member) any penalty or costs whatsoever. If Member has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if Member has paid RPTA an amount less than the termination costs, then Member shall pay to RPTA an amount equal to the difference between the termination costs and the amount that Member already has paid under this Agreement.

7.4 Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the party holding title thereto, not considering any state or federal funding.

7.5 Final payment shall be made within sixty (60) calendar days after the termination of service.

SECTION 8. AGREEMENT NON-ASSIGNABLE

RPTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third party without the express prior written consent of Member, which may be granted or withheld by Member in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 9. INDEMNIFICATION

9.1 RPTA (as "Indemnitor") agrees to indemnify, defend, and hold harmless Member (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

9.2 RPTA shall require all contractors providing services under this Agreement (each an "Additional Indemnitor") to indemnify, defend, save, and hold harmless Member from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor and persons for whom they are vicariously liable.

SECTION 10. INSURANCE REQUIREMENTS

10.1 RPTA, at its expense, shall maintain in force the required insurance coverage and provisions listed below with insurance companies having a Best's Rating of A-VII or better. RPTA is responsible for paying any deductibles or self-insured retentions and they shall be disclosed on the certificates of insurance. These deductibles or self-insured retentions shall not be applicable with respect to coverage afforded to Member under these policies.

10.2 All coverage shall be evidenced on a certificate of insurance provided to the Member prior to commencement of this contract. Member shall be named as an additional insured on the certificate(s) of insurance and/or formal endorsements and shall provide a waiver of subrogation against Member. Failure of Member to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Member to identify a deficiency from the evidence provided shall not be construed as a waiver of RPTA's obligation to maintain such insurance.

10.3 Each insurance policy shall not be subject to lapse, cancellation, or material change in coverage unless prior written notice is provided to Member.

10.4 RPTA's insurance shall be primary insurance to Member, and any insurance or self-insurance maintained by Member shall not contribute to it.

10.5 RPTA's contracts with any contractors providing service under this Agreement shall specify that all contractors and subcontractors of every tier shall provide at the same minimum limits and coverages as requested by the Member, in amounts not to exceed the coverages required in this Agreement.

10.6 Commercial General Liability. RPTA shall maintain in force the following minimum commercial general liability insurance: $1,000,000 per occurrence with a $2,000,000 aggregate for bodily injury, death, and property damage, personal and advertising injury, and products/completed operations.

10.7 Commercial Automobile Liability. RPTA shall maintain the following minimum business auto liability insurance limits: $1,000,000 combined single limit per accident. Coverage shall be for "any auto," which includes all owned autos, hired and leased autos, and non-owned autos.

10.8 Workers' Compensation and Employers' Liability Insurance. RPTA shall maintain:

10.8.1 Minimum workers' compensation coverages and statutory limits to cover obligations imposed by federal and state statutes having jurisdiction of any contractor's employees engaged in the performance of services; and

10.8.2 Employer's liability insurance of not less than **$1,000,000** for each accident, **$1,000,000** for disease for each employee and **$1,000,000** disease policy limit.

10.9 Excess Liability Insurance Requirements. RPTA shall maintain the minimum limits of excess liability limits over the commercial general liability limits, auto liability limits, and employers' liability limits as required by the State of Arizona's licensing requirements for the service types respective to this Agreement.

SECTION 11. DEFAULT

Either party shall be deemed in default under this Agreement upon the failure of such party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other party, as required herein. Such notice shall specify the failure and request it be remedied, unless the party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 12. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to RPTA's Chief Executive Officer and a representative designated by Member. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved to the satisfaction of both parties, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

SECTION 13. NOTICE

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by email as PDF, deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for RPTA:

Regional Public Transportation Authority
Attention Chief Legal Officer
101 N. 1st Avenue, Suite 1300
Phoenix, AZ 85003

If intended for Member:

City of Tolleson
Office of the Mayor
Tolleson, Arizona 85353

And a copy to:

Public Transit Department
Tolleson, Arizona 85353

Notice shall be deemed received at the time it is personally served or, on the day it is received by e-mail PDF, on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, e-mail address or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by e-mail PDF shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by e-mail PDF.

SECTION 14. AMENDMENT

This Agreement and the Annual Service Agreement may be modified or amended only by a written document executed by both RPTA and Member, approved as to form by the Member Attorney, and may be filed with the Member's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 15. INTEGRATION

This Agreement represents the entire agreement of the parties, and all prior agreements with respect to the subject matter of this Agreement are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by the Parties, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 16. APPLICABLE LAW AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any litigation between the Parties arising from this Agreement shall be litigated in an appropriate court located in Maricopa County, Arizona.

SECTION 17. NON-WAIVER

No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 18. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws or regulations of the United States of America or the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 19. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on RPTA and Member and their respective successors and permitted assigns.

SECTION 20. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 21. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 22. CONFLICTS OF INTEREST

The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes Sec. 38-511.

SECTION 23. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 24. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, schedules, attachments, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by a particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 25. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of RPTA and Member alone, and no other person shall claim any implied right, benefit or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

SECTION 26. POLICE POWER

The Parties acknowledge the right vested in Member pursuant to general law to exercise its police power for the protection of the health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding Member from exercising such powers in connection with the subject matter hereof.

SECTION 27. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) AND A.R.S. SEC. 23-211 THROUGH 23-214

RPTA understands and acknowledges the applicability of IRCA and of Arizona Revised Statutes Sec. 23-211 through 23-214 to this Agreement. RPTA shall comply with IRCA and with Arizona Revised Statutes Sec. 23-211 through 23-214 in performing under this Agreement. To ensure that RPTA and its subcontractors comply with the provisions of this Section, Member shall have the right to inspect the personnel and related records and papers of RPTA and of its contractors pertaining to individuals performing work under this Agreement. Further, Member is prohibited by Arizona Revised Statute Sec. 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statute Sec. 23-214(A). For this reason, RPTA shall ensure that both it and each of its contractors are in compliance with the requirements of Arizona Revised Statute Sec. 23-214(A). In addition, both RPTA and each of RPTA's contractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statute Sec. 23-214(A). A breach of any of the provisions of this section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

SECTION 28. COMPLIANCE WITH THE E-VERIFY PROGRAM

28.1 Warranty of Compliance. Under the provisions of Arizona Revised Statute Sec. 41-4401, the Parties warrant that they will comply with all Federal immigration laws and regulations that relate to their employees and that each complies with the E-Verify Program under Arizona Revised Statute Sec. 23-214(A).

28.2. Breach of Warranty. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

28.3 Right to Inspect. The Parties retain the legal right to inspect the papers of any employee who works under this Agreement or subcontract to provide services under this Agreement to ensure compliance with the warranty made in subsection 28.1 of this Agreement.

28.4 Random Verification. Either party may conduct a random verification of the employment records of the other to ensure compliance with the warranty made in subsection 28.1 of this Agreement.

28.5 Federal Employment Verification Provisions; No Material Breach. Neither party will be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA Sec. 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by Arizona Revised Statute Sec. 23-214(A).

28.6 Inclusion of Article in Other Contracts. The provisions of this sections must be included in any contract either party enters into with any and all of its contractors or subcontractors that provide services under this Agreement.

SECTION 29. CIVIL RIGHTS

The Parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those provisions of Section 12 of that certain United States of America Department of Transportation Federal Transit Administration Master Agreement, dated October 1, 2009, as may be amended from time to time, which provisions are incorporated by reference.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: ______________________________________
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: ____________________________________
Michael Wawro, Chief Legal Officer

CITY OF TOLLESON

By: _____________________________________
Juan F. Rodriquez, Mayor

APPROVED AS TO FORM:

By: ____________________________________
Justin Pierce, City Attorney

FILED:

By: ________________________________
Crystal Zamora, City Clerk

ATTACHMENT A - ANNUAL SERVICE AGREEMENT

The Annual Service Agreement outlines the specific obligations of the Parties and provides the Program Schedules that the Member participates in for Fiscal Year 2026, beginning July 1, 2025, and ending June 30, 2026. The specific obligations will be identified below in Section 1: Member Obligations and Section 2: RPTA Obligations. Section 3: Program Schedules summarizes the Programs that RPTA provides for Member.

SECTION 1. RPTA'S OBLIGATIONS:

1.1 With respect to the services provided in this Agreement, RPTA shall:

1.1.1 Negotiate and coordinate the implementation of operating agreements;

1.1.2 Provide Fixed Route Bus, Dial-a-Ride Paratransit brokerage services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement. RPTA shall provide performance oversight to ensure contractors are fully compliant with contract provisions and performance requirements;

1.1.3 Provide regional marketing and merchandising of regional services in coordination with Member's local marketing and merchandising of local service and projects;

1.1.4 Plan for, prepare changes, and amend service specifications;

1.1.5 Invoice Member on a monthly basis for service(s) provided to Member;

1.1.6 Determine, set, and amend as necessary the fare structure for services provided by RPTA or under contract. Collaborate with Member and coordinate the Non-ADA Fare Structure for services provided by RPTA for Dial-a-Ride Services, or under contract;

1.1.7 Convene a steering committee, consisting of representatives from Member, other participating Members, and RPTA to coordinate and monitor service, address service and contractual performance issues, and monitor the adopted service budget(s);

1.1.8 Provide professional staff as necessary to partner with Member to plan for, develop, contract for, monitor, and adjust service;

1.1.9 Provide a customer complaint resolution process;

1.1.10 Provide monthly reports by the 25th day of the following month with the previous month's data on ridership, revenue collected, and applicable performance standards;

1.2 RPTA and Member may conduct service and financial audits, as required, of any services provided in this Agreement.

1.3 RPTA shall provide performance data reports on a monthly basis. The data will be posted on the Valley Metro website at www.valleymetro.org. or within its extra-net site. The paratransit reports shall include at a minimum: ADA ridership versus non-ADA ridership; revenue miles operated, as well as performance indicators by which Member and RPTA can evaluate whether the service provider is meeting policies; and service standards. Fixed route bus reports shall include the following monthly performance statistics for Member (all statistics will be reported by route except fuel efficiency and vehicles which will be reported per day): boardings by Member and other members; wheelchair boardings by Member and other members; vehicle revenue miles by Member and other members; operating days by Member; average number of passengers by revenue mile of service; operating costs; passenger revenue by jurisdiction; percentage on-time performance; service Interruptions; vehicle breakdowns; fuel efficiency by fleet type; wheelchair lift/ramp breakdowns; accidents; vehicle accidents; passenger accidents; passenger security incidents; total customer complaints and compliments; and crimes reported.

1.4 RPTA shall provide Member with a detailed written budget estimate for the provision of transit, including the expected sources and amounts of funding for the next fiscal year. If Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval.

1.5 When practicable, within 60 minutes of occurrence, RPTA shall notify Member of any transit related collision, fire, major security incident, or media coverage occurring within Member's jurisdiction.

SECTION 2. MEMBER'S OBLIGATIONS:

2.1 With respect to the services provided in this Agreement, Member shall;

2.1.1 Provide RPTA with funding to pay for the services included in this Agreement:

2.1.2 Reimburse RPTA within 30 days for its costs monthly to monitor, manage, and generally administer the services provided to Member under this Agreement;

2.1.3 Provide funding adequate to finance any additional services added to this Agreement;

2.1.4 Provide for local complaint resolution with citizens of the Member;

2.1.5 At Member's election, participate in all meetings, deliberations, and decisions of any steering committee for services provided in this Agreement;

2.1.6 Provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes for services provided in this Agreement;

2.1.7 Purchase and install bus stop signs and associated amenities;

2.1.8 Provide direction to and partner with RPTA in the preparation and amendment of service plans and levels (i.e. frequency, hours, etc.).

2.2 If the Parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, Member shall make the payments required to be paid under this Agreement on or before July 1st of the new fiscal year and thereafter for a period of one hundred eighty (180) days unless the Parties agree upon renewal terms prior to the expiration of the one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if a renewal agreement is not signed, for any reason, Member shall make payments at the previous year's rate until such time that a new agreement is executed.

2.3 Member does hereby agree to participate in the RPTA program(s) defined in Member's annual agreement.

2.4 Provide a written ninety (90) calendar day notice for major service changes.

2.5 Transit Life Cycle. Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 3: SCHEDULES

Section 3 outlines the programs currently provided by RPTA and the attached schedules provide the schedule for each program. If Member does not currently participate in a program, the schedule will state "Intentionally Omitted." If Member decides to participate in or terminate participation in a program at a later date, Section 3 and Attachment B can be amended, in writing, to ratify the change. The attached schedules may be amended on an annual basis to accommodate changes in service levels, costs, and revenues. The schedules listed below and attached as Exhibit B are incorporated into the Annual Service Agreement.

Schedule “A”	Place Holder - Regionally Funded Fixed Route Bus Service (RPTA Funded)
Schedule “B”	Place Holder - Member Funded Fixed Route Bus Services
Schedule “C”	Place Holder -Paratransit Services
Schedule “D”	Place Holder - Ride Choice Program
Schedule “E”	Place Holder - Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
Schedule “F”	Place Holder - ADA Platinum Pass
Schedule “G”	Place Holder - Park and Ride/Transit Center
Schedule “H”	Place Holder - Various Capital Projects
Schedule “I”	Place Holder - Bus Stop Improvements

ATTACHMENT B – INCORPORATED SCHEDULES

SCHEDULE "A" - REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **$597,222.00** (including express)

The above line represents the value of transit service paid for by RPTA to the benefit of Member. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY26 Fixed Route Bus Estimate

Phoenix Operated in the City of Tolleson
PTF Funded

Funding	PTF

Route	Level	Annual Miles	Gross Cost	Fares"	Net Cost
3*	W	50,006	$590,384	($51,235)	$539,149
3*	S	5,174	61,083	(3,010)	58,073
Grand Total		**55,180**	**$651,468**	**($54,245)**	**$597,222**

* Service operated by Phoenix; mileage, costs, fares, federal revenues are all Phoenix data/funds

SCHEDULE "B" – MEMBER FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period from July 1, 2025 through June 30, 2026, RPTA estimates Member will pay RPTA a total of **$0.00** for the provision of fixed route bus services. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budgeted amount for service. The final invoice will be due and payable within thirty (30) calendar days of the receipt of that invoice from RPTA.

FY26 Fixed Route Bus Estimate

RPTA Operated in the City of Tolleson

Tolleson Funded

Funding	Tolleson
None	

SCHEDULE "C" – ADA MANDATED PARATRANSIT SERVICE

For the period from July 1, 2025, through June 30, 2026, Member will pay RPTA a total of **$85,277.00** for the provision of paratransit services. This payment will be broken into monthly installments of **$7,106.42**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY26 Paratransit Service
Funded by City of Tolleson

	Paratransit
Trips:	
Paratransit Trips	1,248
Total Trips	1,248
Cost:	
Contractor Transportation Cost	$97,026
RPTA Salaries, Fringes & OHD	$6,960
Total Gross Program Cost	$103,986
Total Fare Revenue	($4,717)
Total Net Program Cost Before PTF	$99,269
PTF Balance Available	$13,992
PTF Applied	$13,992
Member City Contributions:	
Paratransit Service	$85,277
Total Member City Contribution	**$85,277**

ADA certified and ADA eligible visitors

SCHEDULE “D” – RIDECHOICE SERVICE

For the period from July 1, 2025, through June 30, 2026, the Member will pay RPTA a total of **$24,573.00** for the provision of RideChoice services. This payment will be broken into monthly installments of **$2,047.75** which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY26 RideChoice Service
Funded by City of Tolleson

	RideChoice
Trips:	
RideChoice Trips	1,202
Total Trips	1,202
Cost:	
Gross Contractor Transportation Cost	$29,486
RPTA Salaries, Fringes & OHD	$2,982
Total Gross Program Cost	$32,468
Total Fare Revenue	($3,545)
Federal Funding	($4,350)
Total Net Program Cost before PTF	$24,573
PTF Balance Available	$0
PTF Applied	$0
Member City Contributions:	
RideChoice Costs	$24,573
Member City Contribution	**$24,573**

Eligible residents of Incorporated Tolleson who are ADA certified and/or seniors 65 years of age or more. Low Income Qualified and Qualified Veterans are also able to use the program.

SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ADA) PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2025, to June 30, 2026, the maximum amount of Public Transportation Funds ("PTF") available to Member is **$13,992.00.** PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by Member for other ADA certified rider eligible expenses and certified by Member's Chief Financial Officer or designee. RPTA will reimburse Member within thirty (30) business days based upon availability of funds. Member may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$13,992.00**

SCHEDULE “F” –ADA PLATINUM PASS PROGRAM

The ADA Platinum Pass Program is designed to encourage people with disabilities to use Valley Metro’s accessible bus and light rail services rather than ADA paratransit whenever they are able to do so. The program enables any ADA paratransit eligible resident of a participating community to use an unlimited amount of bus and light rail service, using a Platinum Pass which is provided by RPTA. This program is funded entirely with regional Public Transportation Funds (“PTF”), so there is no cost to the rider or to the participating community.

Member agrees to participate in the RPTA ADA Platinum Pass Program specified in this schedule. The Platinum Pass Program allows ADA certified customers to travel on fixed-route services at no cost to the customer. PTF funds 100 percent of the fare due (reduced fare for local service; full fare for express service) and will be allocated as a regional service without allocation to the Member or subregional jurisdictional equity, if applicable. Participation in the ADA Platinum Pass Program is voluntary by Member and may be cancelled by Member by providing a ninety (90) calendar day written notice to RPTA. This program is designed to encourage ADA certified individuals to use fixed-route service for a trip whenever possible, in lieu of a traditional paratransit trip. This program provides cost avoidance for both the participating city and the customer. Each eligible ADA certified passenger that opts to participate will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the Valley Metro RPTA Board approved fare policy in effect. Current fare information can be found at http://www.valleymetro.org/paying_your_fare/fare_options/.

Item Number: J.6.

CITY COUNCIL REPORT

SUBJECT: Resolution No. 2606 - West Valley Fire Apparatus Intergovernmental Agreement
MEETING DATE: June 10, 2025

TO: Mayor and Council
FROM: Michael Young, Fire Chief
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Fire Department is requesting the adoption of Resolution No. 2606, approving an Intergovernmental Agreement (IGA) between and among the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, and the Daisy Mountain and Sun City Fire Districts for the lending and borrowing of fire apparatus.

BACKGROUND:
A.R.S. § 11-951 et seq. authorizes municipalities to enter into intergovernmental agreements for cooperative activities. The Partnering Agencies seek to collaborate through a formal IGA to improve emergency response capabilities and support operational needs across jurisdictions.

DISCUSSION:
This IGA allows each Partnering Agency to lend and borrow fire apparatus, such as engines, ladders, ambulances, or other emergency response vehicles, on an as-needed basis. It outlines responsibilities, usage protocols, cost coverage, liability, and maintenance terms. Participating agencies benefit from shared resources and enhanced operational readiness during equipment outages or large-scale incidents.

The Agreement will be effective upon execution and shall remain in force for five (5) years or until terminated by formal action of the parties.

BUDGET IMPACT:
There is no immediate budget impact. Borrowing agencies will be responsible for operating costs incurred during use of loaned equipment.

RECOMMENDATION:
Staff recommends the City Council adopt Resolution No. 2606.

ATTACHMENTS:
1. Res 2606 West Valley Fire Apparatus Intergovernmental Agreement 06 10 25

RESOLUTION NO. 2606

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, THE CITIES OF AVONDALE, BUCKEYE, EL MIRAGE, GLENDALE, GOODYEAR, PEORIA, SURPRISE, TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR THE USE OF FIRE APPARATUS.

WHEREAS, the Arizona Fire & Medical Authority, together with the cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, and the Daisy Mountain and Sun City Fire Districts (the "Partnering Agencies"), desire to enter into an Intergovernmental Agreement ("Agreement") to facilitate the lending and borrowing of fire apparatus on an as-needed basis to support regional public safety efforts; and

WHEREAS, the City Council finds that entering into this Agreement is in the best interest of the health, safety, and welfare of the residents of Tolleson and supports the City's commitment to regional collaboration and emergency preparedness.

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

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

Section 2. The Agreement between the City and the Partnering Agencies for the use of fire apparatus is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 10th day of June, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: ____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: ____________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2606

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS

This Intergovernmental Agreement ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the Arizona Fire & Medical Authority ("AZ Fire"), City of Avondale ("Avondale"), the City of Buckeye ("Buckeye"), the City of El Mirage ("El Mirage"), the City of Glendale ("Glendale"), the City of Goodyear ("Goodyear"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Tolleson ("Tolleson"), the Daisy Mountain Fire and Medical District ("Daisy Mountain"), and the Sun City Fire District ("Sun City") (individually a "Lending Partnering Agency" or "Borrowing Partnering Agency", collectively "Partnering Agencies").

The Partnering Agencies are authorized and empowered by provisions of their respective city laws and A.R.S. §11-951 et seq to enter into this Agreement.

IN CONSIDERATION of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Partnering Agencies would like the ability to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

ARTICLE II. STATEMENT OF SERVICES

1. Partnering Agencies agree to lend and borrow, the following described fire apparatus ("Loaned Equipment") AS IS:
- ☐ Engine(pumper)
- ☐ Ladder
- ☐ Ambulance
- ☐ other emergency response vehicle

2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Borrowing Partnering Agency shall be responsible for picking up the Loaned Equipment from the Lending Partnering Agency's designated facility and filling out the Equipment Use Letter "Exhibit A" attached.

3. Use. Borrowing Partnering Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention, firefighting, and life-saving treatment and transportation. Proper use shall be within the specifications set forth by the manufacturer(s) of the Loaned Equipment. Borrowing Partnering

Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.

5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.

6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. Borrowing Partnering Agency, at its sole cost and expense, shall replace any and all parts, mechanisms and devices that are damaged by its use that is not "ordinary wear and tear." In no event shall the cost of the repairs exceed the depreciated value of the Loaned Equipment. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not "ordinary wear and tear."

7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.

8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency's requirements and have the Loaned Equipment inspected per the Lending Partnering Agency's requirements at such location as Lending Partnering Agency shall designate.

9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.

10. Loss and Damage. Borrowing Partnering Agency hereby assumes and shall bear the entire risk of loss and damage to the Loaned Equipment from any negligent or willful acts, or errors or omissions. In no event shall the cost of the repairs exceed the depreciated value of the Loaned Equipment. No loss or damage to the Loaned Equipment or any part thereof shall impair any obligation of Borrowing Partnering Agency under this Agreement which shall continue in full force and effect through the Term.

11. In the event of negligent or willful acts, errors, or omissions loss or damage to the Loaned Equipment, Borrowing Partnering Agency shall, at Lending Partnering Agency's option:

(i) replace the same in good repair, condition and working order;

(ii) replace the same with like equipment in good repair, condition and working order; or

(iii) pay to Lending Partnering Agency the replacement cost of the depreciated value Loaned Equipment. The depreciated value shall be calculated based on the following formula:

- Value One Year After Purchase = 15% less of the original purchase price
- Value Two Years After Purchase = 10% less than of the One-Year Valuation
- Value Three Years After Purchase = 7% less than the Two-Year Valuation
- Value Four Years After Purchase = 5% less than the Three-Year Valuation
- Each year after the Year Four Valuation, the Loaned Equipment depreciates at a rate of 1% per year based on the prior year's valuation.

12. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Loaned Equipment at Borrowing Partnering Agency's cost and expense to such place as Lending Partnering Agency shall specify within its City limits.

13. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment's merchantability or fitness for any particular purpose.

14. No Liability. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency shall not have any liability for any damages, liabilities or obligations that arise (whether directly or indirectly) as a result of this Agreement or Borrowing Partnering Agency's possession, use, operation or return of the Loaned Equipment. This provision shall survive termination or expiration of this Agreement.

15. Default. If Borrowing Partnering Agency fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if the Borrowing

Partnering Agency fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by the Borrowing Partnering Agency, the Lending Partnering Agency shall have the right to exercise any one or more of the following remedies:

(i) To declare the entire amount of payment hereunder immediately due and payable without notice or demand to Borrowing Partnering Agency;
(ii) To sue for and recover all payments, then accrued or thereafter accruing;
(iii) To take possession of the Loaned Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Borrowing Partnering Agency hereby waives any and all damages occasioned by such taking of possession;
(iv) To terminate this Agreement; and/or
(v) To pursue any other remedy at law or in equity.

16. Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.

2. Termination and Cancellation:

2.1 Termination
Any Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Parties. The Parties acknowledge that this Agreement is subject to the cancellation by any Party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

2.2 Cancellation
Further, the Parties agree that a Lending Partnering Agency shall have the right to cancel a specific equipment use upon five (5) days prior written notice of cancellation of an Equipment Use Letter, if the Lending Partnering Agency's Fire Chief determines in his sole discretion that the Lending Partnering Agency has a need for the Loaned Equipment. Within five (5) calendar days of the Borrowing Partnering Agency's receipt of such a notice, the Borrowing Partnering Agency shall return the Loaned Equipment to the Lending Partnering Agency at its designated facility.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. **Governing Law; Forum; Venue:**
This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. **Implied Terms:**
Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement shall be amended to make such insertion or correction.

3. **Entire Agreement; No Waiver; Amendment:**
This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by all Parties.

4. **Third-Party Beneficiary Clause:**
The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. **Fund Appropriation Contingency:**
The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

6. **No Joint Venture:**
No term or provision in this Agreement is intended to create a legal partnership, joint venture or agency arrangement between any of the Parties.

7. **Assignment and Delegation:**

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party without the prior written consent of all Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. **Independent Contractor Status:**

To the extent required by law, the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, none of the Partnering Agencies nor any of the Partnering Agencies' agents, employees or helpers will be deemed to be the employee, agent, or servant of any other Partnering Agency.

9. **Workers' Compensation:**

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers' compensation and related benefits.

10. **Severability:**

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

11. **Compliance with Laws:**

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. **Drug Free Workplace:**

The Parties will comply with the Drug Free Workplace Act of 1988. Upon request, the Lending Partnering Agency shall provide copies of any applicable drug free workplace policies enacted by the Lending Partnering Agency. A Party's failure to comply with the Drug Free Workplace Act of 1988 shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. **Immigration Requirements:**

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Partnering Agencies are prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Partnering Agencies shall agree that:

14.1 To the extent applicable by law, each subcontractor a Partnering Agency uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214.

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Partnering Agencies will have the legal right to inspect the papers of a Partnering Agency and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

15. Disposition of Property:

Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE V. INSURANCE AND INDEMNIFICATION

1. Indemnification:

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

2. Borrowing Partnering Agency's Insurance:

Borrowing Partnering Agency must procure insurance against claims that may arise from or relate to the Loaned Equipment and must maintain that insurance until the termination of this Agreement.

Scope and Limits of Insurance: Borrowing Partnering Agency must provide coverage with limits of liability not less than those stated below.

3. **Automobile Liability:**
Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) $2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. Lending Partnering Agency does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Borrowing Partnering Agency from liabilities that might arise under this Agreement and Borrowing Partnering Agency is free to purchase such additional insurance as Borrowing Partnering Agency may determine to be necessary.

ARTICLE VI. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

Arizona Fire & Medical Authority
18818 N. Spanish Garden Drive
Sun City West, AZ 85375

Attn: Mark Burdick Arizona Fire & Medical Authority Fire Chief
Telephone: (623) 544-5400
Fax: (623) 544-5455
Email: MBurdick@AFMA.Az.gov

Avondale Fire & Medical Department
11465 W. Civic Center Dr.
Avondale, AZ 85323

Attn: Larry Rooney Avondale Fire Chief
Telephone: (623) 333-6000
Fax: (623) 333-0690
Email: lrooney@avondaleaz.gov

Buckeye Fire-Medical Department
21699 W. Yuma Rd, Suite 101
Buckeye, AZ 85326

Attn: Jake Rhoades Buckeye Fire Chief
Telephone: (623) 349-6700
Fax: (623) 349-6750
Email: jrhoades@buckeyeaz.gov

Daisy Mountain Fire and Medical District
41018 N. Daisy Mtn Drive
Anthem, AZ 85086

Attn: Brian Tobin Daisy Mountain Fire Chief
Telephone: (623) 456-7400
Email: brian.tobin@dmfd.org
Fax: N/A

El Mirage Fire-Medical Department
13601 N. El Mirage Rd
El Mirage, AZ 85335

Attn: Michael R. Long El Mirage Fire Chief
Telephone: (623) 251-3509
Email: mlong@elmirageaz.gov

Glendale Fire Department
11550 W. Glendale Ave
Glendale, AZ 85307

Attn: Ryan Freeburg Glendale Fire Chief
Telephone: (623) 930-4400
Email: rfreeburg@glendaleaz.com

Goodyear Fire Department
14455 W. Van Buren St., Suite E-102
Goodyear, AZ 85338

Attn: Paul Luizzi Goodyear Fire Chief
Telephone: (623) 882-7109
Email: Paul.Luizzi@goodyearaz.gov

Peoria Fire-Medical Department
8351 W. Cinnabar Ave
Peoria, AZ 85345

Attn: Gary Bernard Peoria Fire Chief
Telephone: (623) 773-7279
Email: gary.bernard@peoriaaz.gov

Sun City Fire and Medical Department
18602 N. 99th Ave
Sun City, AZ 85373

Attn: Rob Schmitz Sun City Fire & Medical Department Fire Chief
Telephone: (623) 974-2321
Email: schmitz@scfmd.az.gov

Surprise Fire-Medical Department
14250 W. Statler Plaza, Suite 101
Surprise, AZ 85374

Attn: Brenden Espie Surprise Fire Chief
Telephone: (623) 222-5000
Fax: (623) 222-5001

Tolleson Fire-Medical Department
203 N. 92nd Ave
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief
Telephone: (623) 471-8914
Email: michael.young@tolleson.az.gov

2. Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Any Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Parties as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

[SIGNATURE PAGE TO FOLLOW]

ARIZONA FIRE & MEDICAL AUTHORITY

BY: ______________________________

ITS: _____________________________

DATE____________________________

ATTEST:

____
ARIZONA FIRE & MEDICAL AUTHORITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the Arizona Fire & Medical Authority granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

CITY OF AVONDALE

BY: ______________________________

ITS: _____________________________

DATE_____________________________

ATTEST:

____
AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
AVONDALE CITY ATTORNEY

CITY OF BUCKEYE

BY: ______________________________

ITS: _____________________________

DATE____________________________

ATTEST:

____
BUCKEYE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
BUCKEYE CITY ATTORNEY

CITY OF EL MIRAGE

BY: ______________________________

ITS: _____________________________

DATE____________________________

ATTEST:

____
EL MIRAGE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
EL MIRAGE CITY ATTORNEY

CITY OF GLENDALE

BY: ______________________________

ITS: _____________________________

DATE____________________________

ATTEST:

____
GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
GLENDALE CITY ATTORNEY

CITY OF GOODYEAR

BY: ______________________________

ITS: _____________________________

DATE____________________________

ATTEST:

____
GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
GOODYEAR CITY ATTORNEY

CITY OF PEORIA

BY: ______________________________

ITS: _____________________________

DATE____________________________

ATTEST:

____
PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: ______________________________

ITS: _____________________________

DATE____________________________

ATTEST:

____
SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
SURPRISE CITY ATTORNEY

CITY OF TOLLESON

BY: ____________________________

ITS: ___________________________

DATE___________________________

ATTEST:

____
TOLLESON CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
TOLLESON CITY ATTORNEY

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT

BY: ______________________________

ITS: _____________________________

DATE____________________________

ATTEST:

____
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

SUN CITY FIRE DISTRICT

BY: ____________________________

ITS: ___________________________

DATE___________________________

ATTEST:

____
SUN CITY FIRE DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

____
SUN CITY FIRE DISTRICT ATTORNEY

EXHIBIT A

PARTNERING AGENCIES
EQUIPMENT USE LETTER

XXXX XX, 202X

Lending Partnering Agency Name
Address
XXXX, AZ 85XXXX

Purpose: This Equipment Use Letter allows Partnering Agencies to lend and borrow fire apparatuses on an as-needed basis. Pursuant to all terms of the DATE TBD, Intergovernmental Agreement, Lending Partnering Agency, XXXX, is transferring Unit # XXXX to XXXX Borrowing Partnering Agency, XXXX, for X months use, with an anticipated return date of XXXX. This truck is a Enter Description Here VIN # XXXX, License # XXXX.

Lending Partnering Agency:

Vehicles Issued By (Print) ______________________________ Date______________

Vehicles Issued By (Sign) ______________________________ Date______________

Borrowing Partnering Agency:

I confirm that I am taking possession of the vehicles noted above. I have confirmed that the Loaned Equipment appears to be in good working order and are without obvious defects, and I am accepting the Loaned Equipment AS IS. ______ (initial).

Vehicles Received By (Print) ____________________________

Vehicles Received By (Sign) ____________________________ Date______________

Item Number: J.7.

CITY COUNCIL REPORT

SUBJECT: Resolution No. 2607 - Fourth Amendment to Maricopa County Intergovernmental Agreement
MEETING DATE: June 10, 2025

TO: Mayor and Council
FROM: George Good , Chief Preparedness Officer/Human Services Director
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The Human Services Department is requesting the adoption of Resolution No. 2607, approving the Fourth Amendment to the Intergovernmental Agreement (IGA), Contract No. C-22-22-120-X-04, between the City of Tolleson and Maricopa County, administered by its Human Services Department, for the provision of Community Action Program (CAP) services.

BACKGROUND:
The City of Tolleson entered into an Intergovernmental Agreement with the Maricopa County Human Services Department (MCHSD) for the purpose of delivering CAP services to support low-income Tolleson residents. These services are focused on addressing crisis needs and promoting long-term self-sufficiency.

DISCUSSION:
The Fourth Amendment to the IGA extends the term from July 1, 2025, through June 30, 2026, and provides for additional cash reimbursement to the City in the amount of $165,000. Services provided through this funding include crisis case management, coordination of support services, and assistance to households in crisis due to eviction, utility disconnection, food insecurity, and unemployment.

This funding allows the Human Services Department to continue critical programs for residents in need while supporting the City's mission to foster stability and resilience among vulnerable populations.

BUDGET IMPACT:
The City will receive $165,000 in reimbursement from Maricopa County for services rendered under the terms of the agreement. There is no negative budget impact.

RECOMMENDATION:
Staff recommends the City Council adopt Resolution No. 2607.

ATTACHMENTS:
1. Res 2607 Fourth Amendment to Maricopa County Human Services Department IGA for CAP Services 06 10 25

RESOLUTION NO. 2607

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR FISCAL YEAR 2026, CONTRACT NO. C-22-22-120-X-04, BETWEEN THE CITY OF TOLLESON AND MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR CASH REIMBURSEMENT TO THE CITY IN THE AMOUNT OF $165,000 COMMUNITY ACTION PROGRAM (CAP) SERVICES TO INCLUDE CRISIS CASE MANAGEMENT, COORDINATION OF SERVICES TO ASSIST LOW-INCOME HOUSEHOLDS IN CRISIS SITUATIONS, AND ASSISTANCE TO MOVE CLOSER TO ECONOMIC SELF-SUFFICIENCY IN TOLLESON.

WHEREAS, the City of Tolleson (the "City") entered into an Intergovernmental Agreement ("Agreement") with the Maricopa County Human Services Department ("MCHSD") for the City to provide Community Action Program ("CAP") services, including assisting low-income households in crisis situations and supporting efforts to achieve economic self-sufficiency, with funding provided by MCHSD; and

WHEREAS, the City and MCHSD desire to enter into this Fourth Amendment to extend the term of the Agreement from July 1, 2025, through June 30, 2026, and revise certain provisions, including providing additional reimbursement in the amount of $165,000 for Fiscal Year 2026; and

WHEREAS, CAP services under this Agreement include crisis case management, navigation, referrals, and delivery of financial assistance to stabilize households experiencing emergencies such as eviction, utility shutoff, food insecurity, or unemployment.

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

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

<u>Section 2.</u> The Agreement between the City and MCHSD pertaining to CAP services is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

<u>Section 3.</u> The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 10th day of June, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: _______________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _______________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2607

[Fourth Amendment to Intergovernmental Agreement]

See following pages.

**AMENDMENT NO. 4 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF TOLLESON**

I. Maricopa County (“County”), administered by its Human Services Department, and the City of Tolleson, (“Contractor”) entered into a financial Intergovernmental Agreement (“Agreement”), on or about June 22, 2022. The purpose of the Agreement is for the Contractor to provide Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Tolleson. The County and the Contractor collectively are referred to as the “Parties.”

The Parties entered into Amendment No. 1 on or about June 28, 2023. The Amendment extended the Agreement through June 30, 2024. Section 3 (Work Statement) was replaced in its entirety. The Operating Budget in Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) was replaced in its entirety with a not to exceed amount of $165,000 for Fiscal Year 2024.

The Parties entered into Amendment No. 2 on or about March 5, 2024. The Amendment added the Uyghur Forced Labor Prevention Act. Section 4 (Budget and Compensation), Paragraph 1.0 (Budget), Subparagraph 1.2.4 was revised by adding Assistance Listing Number (ALN) 21.027 American Rescue Plan Act (ARPA) as a source of funding. The ARPA ALN was an existing source of funding and the overall Agreement budget was not impacted.

The Parties entered into Amendment No. 3 on or about June 26, 2024. The Amendment extended the Agreement through June 30, 2025, and updated County point of contact. Revised Section 1 (General Provisions), Paragraph 57.0 (UFLPA), Subparagraph 57.1 to correct the reference from Subrecipient to Contractor. Revised and replaced Section 3 (Work Statement). Revised and replaced Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) with new Operating Budget. The County provided the Contractor with $165,000 for Fiscal Year 2025. The period of funding availability is July 1, 2024, through June 30, 2025.

II. The Parties agree to enter into this Amendment No. 4 to amend the Agreement as follows:

A. Extend the Agreement term from July 1, 2025, through June 30, 2026.

B. Retroactive to July 1, 2024, Fiscal Year 2025, as amended, in accordance with 2 C.F.R. 200.331(a), the City of Tolleson shall be identified as “Subrecipient” for the purpose of carrying out the activities identified in the Work Statement in Section 3.

C. Revise the Agreement funding by an amount not to exceed $165,000 for Fiscal Year 2026. The funding period of availability will be July 1, 2025, through June 30, 2026. The funding sources for this Amendment may include but are not limited to the following:

93.569 Community Services Block Grant (CSBG)
93.568 Low Income Home Energy Assistance Program (LIHEAP)
21.027 Coronavirus State and Local fiscal Recovery Funds (SLFRF)

D. Revise the Maricopa County Representative name and contact information and replace it with the following:

Maricopa County Representative
Human Services Department
Community Resilience Division
Siman Qassim, Assistant Director
234 N. Central Avenue, 3rd Floor
Phoenix, AZ 85004
602-506-4841
Siman.Qaasim@maricopa.gov

E. Revise Section 1 (General Provisions) to address the following:

1. Revise and replace Paragraph 6.0 (Administrative Change Order) in its entirety with the following:

6.0 ADMINISTRATIVE CHANGE ORDERS

6.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

6.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

6.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

6.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or

6.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the federal, state or local regulations, policies, or requirements.

2. Add paragraph 58.0 Acronyms and Definitions to the Agreement:

58.0 ACRONYMS AND DEFINITIONS

Acronyms and Definitions found under 2 C.F.R. §§ 200.0 & 200.1 are hereby incorporated by reference.

F. Revise Section 2 (Special Provisions) Paragraph 4.0 (System for Award Management) to add the following subparagraph:

4.4 The Subrecipient shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The Subrecipient must remain current with their registration throughout the term of the Agreement. Subrecipients and subcontractors will not receive a subaward until that entity has provided its UEI number. 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

G. Revise Section 3 (Work Statement), by removing in its entirety and replacing it with the following:

1.0 PROGRAM GOALS

Maricopa County is a designated Community Action Agency, authorized under the federal Community Services Block Grant (CSBG) Act to address the causes and conditions of poverty in local areas. The Maricopa County Human Services Department/Community Resilience Division (MCHSD/CRD) administers the Community Action Program activities, the primary purpose of the CRD is to provide a range of programs or services that are intended to:

- pursue the reduction of poverty,
- the revitalization of low-income communities; and
- the empowerment of low-income families and individuals to become fully self-supportive.

Through partnerships with local municipalities or private, non-profit organizations, community action programs and services are provided to residents in the local area.

2.0 SCOPE OF WORK

Community Action Program Services shall include the delivery of crisis services, internal/ external program navigation, and program referrals intended to assist in the stabilization of immediate/ emergent needs for families that are facing eviction, disruption in utilities, experiencing insufficient food and/or nutrition, and/or are unemployed/ underemployed. Services shall be delivered in a wrap around, comprehensive manner to address the needs of the household and to move families closer to economic stability.

2.1 **MCHSD Crisis Financial Assistance Services**

Eligibility for financial assistance is determined and benefit payments made on behalf of program participants, these include but are not limited to, temporary emergency shelter, emergency rent, move-in assistance, utility payments or deposits, and emergency utility payments.

2.1.1 MCHSD Crisis Financial Assistance Services shall be coordinated with other local or grant financial assistance services to maximize benefits to the household.

2.1.2 Eligibility criteria for financial assistance funds is defined in the MCHSD/CRD Policy and Procedure Program Manual.

2.1.3 Financial assistance funds are managed and allocated by MCHSD. Funds will be made available to the Subrecipient through HSD Dynamics.

2.1.4 MCHSD/CRD will make payment directly to vendors upon authorization by County.

2.1.5 Available Financial Assistance Services shall include the following:

2.1.5.1 Utility Assistance

2.1.5.1.1 Utility payments and deposits for heating and cooling;

2.1.5.1.2 Rental assistance where utility payment is included in rent.

2.1.5.2 Rental Assistance

2.1.5.2.1 Rental assistance to prevent eviction; and

2.1.5.2.2 Move in assistance to include rental deposits and first month rent.

2.1.6 <u>MCHSD Crisis Financial Assistance Service Requirements</u>

2.1.6.1 Subrecipient shall conduct application intake for MCHSD Crisis Financial Assistance Services to clients that apply in person with a paper application or needing assistance applying online.

2.1.6.2 On-site application process shall include the following:

2.1.6.2.1 Provide paper applications, or assist clients with completing the online application process;

2.1.6.2.2 Collect client eligibility documents for identified services, as required in the MCHSD/CRD Policy and Procedure Program Manual;

2.1.6.2.3 Information from the paper application shall be entered into HSD Dynamics within 24 hours of receipt;

2.1.6.2.4 Upload a copy of the paper application in HSD Dynamics;

2.1.6.2.5 Create an application in HSD Dynamics, as well as the program application (s) the client is eligible for;

2.1.6.2.6 Upload eligibility documents in HSD Dynamics;

2.1.6.2.7 Research each household member to determine if they have received previous assistance; and

2.1.6.2.8 Research and enter vendor/provider information in Dynamics.

2.1.6.3 The Subrecipient will also process applications submitted through the HSD Dynamics portal per MCHSD/ CRD Policy and Procedure Manual, following the process outlined below:

2.1.6.3.1 Subrecipient will assign and disposition program applications to Client Services Specialist;

2.1.6.3.2 Upload eligibility documents in HSD Dynamics; and

2.1.6.3.3 Research provider profile and submit vendor information related to the County vendor registration process, within twenty-four (24 hours), if applicable;

2.1.6.3.4 Document all services provided and supported by County funds in HSD Dynamics, in addition to local/ grant financial assistance services;

2.1.6.3.5 Manage and monitor application queue in HSD Dynamics based on application submission date;

2.1.6.3.6 Document client's program involvement and progress in the required case note/timeline section of HSD Dynamics;

2.1.6.3.7 Conduct quality assurance review and ensure controls on all submitted service authorizations;

2.1.6.3.8 Resolve rejected service authorizations and data entry errors within two (2) business days from the rejection date.

2.2 **Navigation Services**

Navigation services are offered to clients following the completion of the HSD Dynamics application. This is a staff assisted function that includes the collection of eligibility documents and completion/ submission of program application for both Subrecipient's internal program (non-County funded) along with external program services.

2.2.1 Navigation to Low-Income Energy Assistance Program (LIHEAP) Services:

2.2.1.1 Subrecipient shall provide application assistance which may include the following:

2.2.1.1.1 Answering questions about program eligibility and the application process.

2.2.1.1.2 Entering application data directly into the DES portal on behalf of the Client.

2.2.1.1.3 Scanning and uploading required documents, if needed.

2.2.1.1.4 Provide paper applications to clients, upon request, and enter information directly into the DES portal on Client's behalf.

2.2.1.1.5 Provide assistance in completing the ID.me identity verification process to include scanning required documents and uploading to the ID.me website (www.ID.me.com).

2.2.1.1.6 Screen for crisis circumstances to ensure priority will be given to Life Threatening Crisis Assistance Applicants.

2.2.1.1.7 Conduct initial screening and reporting of potential Welfare Fraud.

2.2.1.2 Navigation to Internal Program Services

2.2.1.2.1 Subrecipient shall identify a minimum of two (2) internal program based on the most recent MCHSD Community Needs Assessment. Subrecipient will submit a logic model (Exhibit 1) by July 31st ,of the current program year, to be approved by MCHSD. The logic model shall provide the following information for each program service:

2.2.1.2.1.1 Community need;

2.2.1.2.1.2 Anticipated program outcome(s);

2.2.1.2.1.3 Description of program service;

2.2.1.2.1.4 Projected number of individuals/ households to be served; and

2.2.1.2.1.5 Projected number of individuals/ households who will achieve anticipated program outcome(s).

2.2.1.2.1.6 Data collection methodology

2.2.1.2.2 Subrecipient shall conduct follow up contact with clients to assess for additional needs and to track program outcomes as it relates to the outcomes identified in the Subrecipient's logic model.

2.2.1.2.2.1 Follow up contact shall be conducted at intervals of 3 months, 6 months, and 9 months following the receipt of program services.

2.2.1.3 Navigation Service Requirements

2.2.1.3.1 Clients shall have a completed application in HSD Dynamics prior to receiving navigation services to DES portal for LIHEAP services or internal program services.

2.2.1.3.2 Subrecipient shall ensure that all income eligible clients will be navigated to the Arizona Department Economic Security (DES) portal for LIHEAP services.

2.2.1.4 Subrecipient shall provide navigation services as it relates to internal program services to clients that have been dispositioned in the HSD Dynamic queue.

2.2.1.5 Navigation services shall be provided and documented, in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.2.1.6 Navigation services shall be reported in MCHSD/CRD quarterly ROMA reports.

2.2.1.7 Subrecipient shall use the MCHSD approved logic model template for internal program navigation.

2.3 **Information and Referrals**

2.3.1 Subrecipient shall provide information and referrals to include but not limited to the following:

2.3.1.1 Community Legal Services (CLS) for households who are facing immediate eviction for non-payment of rent or who receive assistance and have a judgement that is not satisfied.

2.3.1.2 DES Child support enforcement services for clients who are custodial parents in single parent households.

2.3.1.3 Assistance completing applications for SNAP, AHCCCS, and Unemployment Insurance.

2.3.1.4 Food and nutrition services to counteract the impacts of starvation or malnutrition.

2.3.2 <u>Information and Referrals Service Requirements</u>

2.3.2.1 Clients shall have a completed program application in HSD Dynamics prior to the delivery of information and referral services.

2.3.2.2 Subrecipient shall document all referrals in HSD Dynamics and follow referral procedures in accordance with the MCHSD/CRD Policy and Procedure Manual.

2.3.2.3 Information regarding program referrals shall be reported in the MCHSD/CRD quarterly ROMA reports.

2.4 **Facility Requirements**

2.4.1 Subrecipient shall ensure staff on-site are able to navigate to websites and provide generalized assistance to clients. Staff shall provide access to through self-maintaining or partnership agreements, a computer lab to include multiple computers with internet access, fax machines, copier, phones, and basic office supplies to allow individuals access to the following:

2.4.1.1 AZDES LIHEAP Application Portal;

2.4.1.2 HSD Client Portal;

2.4.1.3 Online applications for AZDES Unemployment Insurance, Supplemental Nutrition Assistance Program (SNAP), and AHCCCS Health Insurance;

2.4.1.4 Online job search and submission of application/ resume; and/or

2.4.1.5 Information regarding scholarships and federal financial aid.

2.4.2 Subrecipient shall ensure adequate space for the following:

2.4.2.1 On-site workshops and training classes;

2.4.2.2 Local job/career fairs; and

2.4.2.3 Eligibility determination where confidential information cannot be overheard.

2.5 **Reporting Requirements**

2.5.1 Subrecipient shall submit programmatic and financial reports to MCHSD as listed below:

2.5.1.1 Results Oriented Management and Accountability (ROMA/ROMA Next Gen) data and/or reports no later than the 10th business day after the end of each quarter of the fiscal year.

2.5.1.2 Monthly invoices/claims with supporting documentation no later than the 10th business day, following the end of the month.

2.5.1.3 The County reserves the right to add, remove, or revise reporting requirements to meet program goals.

2.5.1.4 Failure to submit required reports in the designated timeframe listed may result:

2.5.1.4.1 in a forfeiture of payment, if not submitted by the forty-fifth (45th) calendar days following the end of a month.

2.5.1.4.2 in a forfeiture of final payment, if final program and fiscal reports is not submitted within the designated time period, determined by MCHSD following the Contract term.

2.6 **HSD Dynamics Access**

2.6.1 Access to HSD Dynamics will be provided by MCHSD/CRD upon request from Subrecipient.

2.6.2 Subrecipient shall provide MCHSD/CRD information regarding staffs' name, position title, contact information, and confirmation of successful completion of all required background checks, to include Fingerprint and Central Registry Submission/Clearances.

2.6.3 MCHSD reserves the right to immediately remove access if it is determined Subrecipient's personnel is a risk to the County operations for any of the following reasons but not limited to:
2.6.3.1 Approving clients for services they are not eligible for;
2.6.3.2 Denying eligible clients services; and
Accessing the HSD Dynamics for any purpose other than areas of responsibility.
2.6.4 MCHSD will provide Subrecipient programmatic ad hoc reports, as requested.

2.7 **Staff Requirements**
2.7.1 Subrecipient shall:
2.7.1.1 Ensure staff and/or volunteers do not provide direct services to clients until all appropriate Background Checks, Fingerprint and Central Registry clearances have been completed with satisfactory results and procedures are in place if results are unsatisfactory;
2.7.1.2 Maintain documentation that key staff have received appropriate training or hold appropriate certification/licensure in accordance with roles, responsibilities and job descriptions;
2.7.1.3 Ensure that staff and volunteers do not have any conflicts of interest in the provision of services and management of programs;
2.7.1.4 Provide staff and volunteers with supervision, equipment, materials and supplies necessary to perform contracted services;
2.7.1.5 Provide training to all new employees and volunteers providing services under this Agreement, to include but not limited to the following:
2.7.1.5.1 An overview of the MCHSD/CRD Policy and Procedure Manual; and
2.7.1.5.2 Requirements of ARS §46-140.01 and ARS §1-501 and ARS § 1-502 regarding eligibility for state and local benefits.
2.7.1.6 Maintain documentation that verifies case management staff have received relevant training and provide documentation upon request to MCHSD;
2.7.1.7 The Subrecipient shall be required to notify MCHSD of staff changes and vacant positions within two (2) business days of staff changes. The Subrecipient shall open the recruitment to fill case worker vacancies, no later than thirty (30) days after the vacancy occurs, to ensure service availability and clients are not turned away due to lack of staff.

2.7.2 Code of Conduct:
2.7.2.1 The Subrecipient shall avoid any action that might create or result in the appearance of:

2.7.2.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract.
2.7.2.1.2 Actions on behalf of the County without appropriate authorization.
2.7.2.1.3 Providing favorable or unfavorable treatment to anyone.
2.7.2.1.4 Making a decision on behalf of the County that exceeds their authority, displaying preferential treatment or actions that would have unfavorable consequences for the County.
2.7.2.1.5 Misrepresenting or otherwise imped the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the County.
2.7.2.1.6 Loss of impartiality when advising the County.

2.8 **Community Action Program Meetings**
2.8.1 MCHSD will facilitate quarterly meetings with CAP Subrecipients to communicate new developments, discuss problems, address barriers to services, share ideas for improvements, and to address other identified topic areas.
2.8.2 Subrecipient shall ensure that a designated staff member participates in CAP meetings, as scheduled.

2.9 **Cooperation in Strategic Planning and Community Needs Assessment:**
2.9.1 Subrecipient shall participate in strategic planning initiatives which lead to the development of the five (5) year strategic plan and the annual Community Action Plan and provide information regarding the causes/condition of poverty within the designated geographic service area.

2.10 **Training and Technical Assistance**
2.10.1 To ensure successful program service delivery, MCHSD will provide/conduct training and technical assistance, if applicable, on the following:
2.10.1.1 MCHSD/CRD Policy and Procedure Program Manual;
2.10.1.2 MCHSD funded financial assistance services;
2.10.1.3 Use of HSD Dynamics;
2.10.1.4 Reports and forms, as required;
2.10.1.5 Results Oriented Management and Accountability (ROMA)/ROMA Next Gen;
2.10.1.6 Review of all applicable federal, state, and county regulations, laws, and rules related to specific funding sources used;
2.10.1.7 Review of program monitoring findings; and

2.10.1.8 Other training and technical assistance as needed/required.

2.11 **Limited English Proficiency**

2.11.1 The Subrecipient shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served.

2.11.2 Applicable Program Rules and Regulations:

2.11.2.1 Subrecipient shall comply with all applicable federal, state, and county regulations, laws, and rules as amended, including but not limited to the following:

2.11.2.2 COATS Human Services Reauthorization Act of 1998;

2.11.2.3 2 CFR 200 Uniform Administrative Requirements;

2.11.2.4 Personal Responsibilities and Work Opportunity Reconciliation Act of 1996;

2.11.2.5 Stewart B. McKinney Homeless Assistance Act;

2.11.2.6 ARS §46-241-State Short Term Crisis Services;

2.11.2.7 ARS §46-731–Utility Assistance;

2.11.2.8 ARS §46-741–Neighbors Helping Neighbors;

2.11.2.9 ARS §46-140.01-Verification of identity and citizenship and/or immigration status; and

2.11.2.10 ARS§§1-501-1-502, regarding eligibility for federal, state, or local public benefits.

2.11.2.11 The requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

2.11.2.12 P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Subrecipient, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

2.11.2.13 A.R.S. § 23-722.01 as may be amended relating to new hire reporting,

2.11.2.14 A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

2.11.3 Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Subrecipient by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

2.12 **Grievance Procedures**

2.12.1 Subrecipient shall establish a process to review and address client grievances. Subrecipient shall submit grievance process to MCHSD/CRD, as requested.

2.12.2 Subrecipient shall advise all applicants of their right to present to the Subrecipient any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services.

2.12.3 Subrecipient shall address grievances for individuals seeking/receiving County funded assistance who feel that they have not been treated fairly..

2.12.4 Subrecipient shall act as first reviewer of grievances for their respective site following their prescribed written process . All grievances are documented in HSD Dynamics. MCHSD acts as second review for all escalated CAP grievances. Follow grievance procedures as outlined in the MCHSD/CRD Policy and Procedure Program Manual.

2.13 **Community Action Tripartite Board Recruitment**

2.13.1 Subrecipient shall recruit local community members to serve in the role of the Public Official or Consumer Representative sectors for the MCHSD Community Action Commission, as requested by MCHSD. Subrecipients shall perform the following outreach activities:

2.13.1.1 Post flyers at location(s) and community events;

2.13.1.2 Share information and distribute flyers to clients;

2.13.1.3 Direct community members to the following MCHSD website page to obtain additional information and Commission application: CACCommission@maricopa.gov;

2.13.1.4 Assist clients or with the Democratic Selection Process;

2.13.1.5 Coordinate outreach efforts to city council members.

2.14 **Pandemic Award Performance**

2.14.1 The Subrecipient shall establish a written plan that illustrates how the services and contract performance standards will be met in the event of a pandemic occurrence.

2.14.2 The pandemic performance plan shall include:

2.14.2.1 Key succession and performance planning if a sudden significant decrease in Subrecipient's workforce should occur.

2.14.2.2 Alternative methods to ensure services are available.

2.14.2.3 An up-to-date list of Subrecipient contacts and organizational chart.

2.14.2.4 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government, or the World Health Organization, which makes performance of any term under this Award impossible or impracticable, the MCHSD shall have the following rights:

2.14.2.5 After the official declaration of a pandemic, MCHSD may temporarily void the Award in whole or specific sections if the Awardee cannot perform to the standards agreed upon in the initial terms.

2.14.2.6 MCHSD shall not incur any liability if a pandemic is declared, and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended by the Arizona Procurement Code.

2.14.2.7 Once the pandemic is officially declared over and/or the Subrecipient can demonstrate the ability to perform, MCHSD, at its sole discretion may reinstate the temporarily voided Award.

H. Incorporate Federal Award Identification Number (FAIN), and Award Date into the Agreement by adding the following to Section 4 (Budget and Compensation), Paragraph 1.2 (Funding), Subparagraph 1.2.4.

FAIN / AWARD DATE: 21.027: SLFRP0146 awarded 5/18/2021

I. Revise Section 4 (Budget and Compensation), Paragraph 1.5 (Operating Budget) and replace the Operating Budget. The County shall provide the Subrecipient with a not to exceed amount of $165,000 for the period of July 1, 2025), through June 30, 2026 (Fiscal Year 2026). Unexpended funds from Fiscal Year 2025 shall not be available for expenditures in Fiscal Year 2026.

J. In accordance with 2 CFR 200.332(b)(1)(xii), the County shall provide the Subrecipient with the FY2026 final expenditure dollar amounts made available under each federal award program (according to Assistance Listing Number (ALN) within 60 days after June 30, 2026 (https://www.ecfr.gov/current/title-2/part-200/subpart-D#p-200.332(b)(1)(xii)).

III. Section II above contains all the changes to the Agreement made by this Amendment No. 4. The Agreement is amended to incorporate the changes contained in this Amendment No. 4. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 4 is subject to and incorporates the provisions of A.R.S. §38-511.

IV. The Parties have authorized the undersigned to execute this Amendment No. 4, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 4:

APPROVED BY:
CITY OF TOLLESON

____
Juan F. Rodriguez, Mayor Date

Attested To:

____
Crystal Zamora, Date
City Clerk

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF TOLLESON UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: ____________________________________
Attorney for the City Date

APPROVED BY:
MARICOPA COUNTY

____
Thomas Galvin, Chairman Date
Board of Supervisors

Attested To:

____
Juanita Garza, Date
Clerk of the Board

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: ____________________________________
Deputy County Attorney Date

Fiscal Year 2026 Operating Budget*

City of Tolleson Operating Budget – CAP Services				
Contract Period	July 1st, 2025, through June 30th, 2026			
Funding				
County Funds		$165,000		
Cash Match Contributions		$256,911		
		$421,911		

Budget Category	**Direct Cost**	**Administration Cost**	**Total Cost**
Total Expenses	**$400,223**	**$21,688**	**$421,911**

*Budget modifications among line-item expenditure categories totaling less than 25 percent of the total budget amount can be authorized through prior written approval by the program manager.

Item Number: K.1.

CITY COUNCIL REPORT

SUBJECT: Resolution 2603 - Pension Funding Policy
MEETING DATE: June 10, 2025

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

PURPOSE:
Consideration of Resolution No. 2603, adopting the annual Public Safety Personnel Retirement System (PSPRS) funding policy.

BACKGROUND:
Arizona Revised Statute 38-863.01 requires each municipality to annually adopt a pension funding policy and formally accept the City's share of assets and liabilities, based on the actuarial report.

DISCUSSION:
The City's Police and Fire staff are covered under the PSPRS pension system. The Tolleson Police fund has a funded ratio of 97.5% with $20.7M in assets and $21.3M in liabilities. The unfunded actuarial liability for Police is $541,038 at June 30, 2024.

The Tolleson Fire fund has a funded ratio of 91.8%, with assets of $23.6M and $25.7M in liabilities. The unfunded actuarial liability for Fire is $2,111,016 at June 30, 2024.

The City has paid an additional $2.0M in FY 2025 and budgeted for an additional $2.0M in FY 2026 to help pay down the unfunded liability. The City's PSPRS pension funds are in a very strong financial position, with an average of 94.4% funded ratio and no pension bonds or debt outstanding. The Policy has a stated goal of 100% funded by 2036.

BUDGET IMPACT:
This item has no additional budget impact.

RECOMMENDATION:
Staff recommends Council adopt Resolution No. 2603, approving the annual PSPRS pension funding policy.

ATTACHMENTS:
1. Res 2603 FY 26 Public Safety Personnel Retirement System Pension Funding Policy 06 10 25
2. 06 10 25 Public Safety Personnel Retirement System Pension Funding Policy - Chief Financial Officer Artz

RESOLUTION NO. 2603

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, ADOPTING A PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) PENSION FUNDING POLICY TO CLEARLY COMMUNICATE THE COUNCIL'S PENSION FUNDING OBJECTIVES, ITS COMMITMENT TO ITS EMPLOYEES AND THE SOUND FINANCIAL MANAGEMENT OF THE CITY, AND TO COMPLY WITH A.R.S § 38-863.01.

WHEREAS, the City of Tolleson (the "City") is a participant in the State of Arizona's Public Safety Personnel Retirement System ("PSPRS"), a multiple-employer pension plan; and

WHEREAS, under an agent multiple-employer plan, the City has two trust funds, one for police employees and one for fire employees, reflecting the City's assets and liabilities. Under this plan, all contributions are deposited to, and distributions are made from the fund's assets; and

WHEREAS, the City Council desires to adopt a PSPRS Pension Funding Policy, in order to clearly communicate the pension funding objectives of the City's PSPRS individual plan; and

WHEREAS, A.R.S. § 38-863.01 requires each participating agency in PSPRS shall adopt a pension funding policy annually for employees who were hired before July 1, 2017 reflecting the pension funding objectives of the participating agency's PSPRS individual plan; and

WHEREAS, the City Council has determined that adoption of the PSPRS Pension Funding Policy is in the best interests of the City and its residents.

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

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

Section 2. The City of Tolleson, Arizona, hereby adopts the PSPRS Pension Funding Policy attached hereto as Exhibit A and incorporated herein by this reference.

Section 3. The City of Tolleson, Arizona, formally accepts the City's share of the assets and liabilities, based on the actuarial valuation report.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 10th day of June, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: _____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____________________________________
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2603

[Public Safety Personnel Retirement System Pension Funding Policy]

See following pages.

City of Tolleson
Public Safety Personnel Retirement System
Pension Funding Policy
June 2025

The intent of this policy is to clearly communicate the Council's pension funding objectives, its commitment to our employees and the sound financial management of the City, and to comply with Arizona Revised Statute § 38-863.01.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost-efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2024 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Tolleson Police	20,771,302	21,312,340	541,038	97.5%
Tolleson Fire	23,659,437	25,770,453	2,111,016	91.8%
City Totals	44,430,739	47,082,793	2,652,054	94.4%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036.
Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City's liability
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY24 is $1,051,000 and will be able to be paid from operating funds without diminishing City services.
- Additional payments above the ARC have been budgeted and will be made, if necessary, as follows:
    - $2.0M for FY 2025
    - $2.0M for FY 2026

Based on these actions, the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2024 Actuarial Valuation.

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY

June 10, 2025

BACKGROUND

- Arizona Revised Statute §38-863.01 requires:
  - Each Governing Body shall annually adopt a pension funding policy for employees hired prior to July 1, 2017.
  - The funding policy shall include (1) how to maintain the stability of contributions, (2) how and when the funding requirements will be met, and (3) define the funded target ratio.
  - The Governing body shall formally accept the employer's share of assets and liabilities, based on the actuarial report.

JUNE 2024 ACTUARIAL VALUATION

Trust fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Tolleson Police	$20,771,302	$21,312,340	$541,038	97.5%
Tolleson Fire	$23,659,437	$25,770,453	$2,111,016	91.8%
City Totals	$44,430,739	$47,082,793	$2,652,054	94.4%

POLICE 6-YEAR FUNDED STATUS

Police	Unfunded Actuarial Accrued Liability	Funded Ratio
2024	$541,038	97.5%
2023	$1,702,202	91.5%
2022	$2,381,479	87.1%
2021	$2,471,911	85.5%
2020	$2,891,918	82.1%
2019	$2,889,685	80.2%

FIRE 6-YEAR FUNDED STATUS

Fire	Unfunded Actuarial Accrued Liability	Funded Ratio
2024	$2,111,016	91.8%
2023	$3,274,919	86.5%
2022	$2,795,630	87.1%
2021	$3,324,981	83.9%
2020	$2,768,440	85.8%
2019	$2,582,375	85.8%

KEY TAKEAWAYS

- Required annual payments are made from operating funds.
- The target date is to be 100% funded by 2036.
- The City has paid an additional \$2.0M payment in FY 24/25 and budgeted an additional \$2.0M in FY 25/26 that are not reflected in the 2024 actuarial report.
- The Unfunded Liability has decreased by \$2.8M over the past 6 years.
- The funded ratio has improved from 80.2% in Police and 85.8% in Fire to 97.5% and 91.8% funded, respectively.
- The Resolution and funding policy satisfy the requirements of Arizona Revised Statute §38-863.01

RECOMMENDATION

- Staff recommends Council adopt the Resolution approving the PSPRS funding policy.

CITY COUNCIL REPORT

SUBJECT: Ordinance No. 616 N.S. - Prohibiting Camping (Anti-Camping Ordinance)
MEETING DATE: June 10, 2025

TO: Mayor and Council
FROM: Rudy Mendoza, Public Safety Director/Police Chief
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:
The purpose of the "Anti-Camping Ordinance" is to promote public health, safety, and welfare by regulating camping on public property to ensure safe and accessible public spaces for all.

BACKGROUND:
On 09-09-2014, City Council passed Ordinance 545 NS - "Urban Camping". Ordinance No. 616 N.S. - Prohibiting Camping (Anti-Camping Ordinance) will replace and add additional language to the previously passed ordinance.

DISCUSSION:
Ordinance No. 616 N.S. - Prohibiting Camping (Anti-Camping Ordinance) is to be used to promote public health, safety, and welfare by regulating camping on public property to ensure safe and accessible public spaces for all. It prohibits camping in public areas as well as 500 feet away from any parcel where a school, child care facility, shelter, or city park is located. It provided clear directions on how to handle abandoned camp paraphernalia. It makes any violation of this ordinance a class one misdemeanor subject to the penalties prescribed in 1-8-1 of the Tolleson City Code.

BUDGET IMPACT:
This item has no additional budget impact.

RECOMMENDATION:
Staff recommends the City Council adopt Ordinance No. 616 N.S.

ATTACHMENTS:
1. Ord 616 N.S. Prohibiting Camping in Designated Public Areas and Providing Penalties for Violations 06 10 25

ORDINANCE NO. 616 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, PROHIBITING CAMPING IN DESIGNATED PUBLIC AREAS AND PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, public places in the City of Tolleson (the "City"), including public parks, provide common areas for residents of the community and non-residents to meet, relax, and take part in recreational, cultural, social, and other activities; and

WHEREAS, it is the responsibility of the City and, in the best interests of residents of the community and nonresidents, to ensure that public streets, sidewalks, parks, and other public places are made readily accessible to the public; and

WHEREAS, in furtherance of protecting these public areas, it is in the best interests of the City to prohibit the use of certain public areas for urban camping and the storage of personal property, other than those for which the property was designed; and

WHEREAS, the City has experienced an influx of individuals camping on public property and desires to impose reasonable regulations to regulate the time, place, and manner of camping in City limits to protect public health, safety, and sanitation and allow tools to prevent and address public nuisances.

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

Section 1. Title and Purpose.

This ordinance shall be known and referred to as the "Anti-Camping Ordinance." Its purpose is to promote public health, safety, and welfare by regulating camping on public property to ensure safe and accessible public spaces for all.

Section 2. Definitions.

For the purposes of this ordinance, the following definitions apply:

- Camping: Using real property in the City for living accommodation purposes such as sleeping activities, making preparations to sleep (including laying down bedding), storing personal belongings, making a fire, using tents or shelters or other structures or vehicles for sleeping, doing any digging or earth breaking, or carrying on cooking activities. These activities constitute camping when it reasonably appears, in light of all the circumstances, that the participants are using the area for living accommodation purposes, regardless of intent or the nature of other activities.

- Camp Paraphernalia: Includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.
- Child Care Facility: As defined in Section 36-881(3), Arizona Revised Statutes.
- Public Park: A park, parkway, trail, recreational area, playground, or open space area established, maintained, or administered by the city.
- Public Street: All public streets and highways, public sidewalks, public benches, public walls, public parking lots, and public parking structures.
- Public Place: Any and all public plazas, including city hall, city facilities, schools, attractions, monuments, and any improved or unimproved public area.
- Reasonable Notice: Includes actual or constructive notice that certain conduct is prohibited and may be accomplished by reasonable posting or verbal notice provided by a law enforcement officer.
- School: A place of general instruction, including public and parochial schools, charter schools, institutions of higher education, and private educational institutions offering a curriculum comparable to public schools.
- Shelter: A facility or outdoor space primarily intended to provide free or low-cost temporary or transitional living accommodations or camping to homeless persons.

Section 3. Prohibited Acts.

A. It shall be unlawful for any person to camp in or on any public street, alley, sidewalk, rights-of-way, park, preserve, or other public ground owned, possessed, or controlled by the City, except as permitted under subsection 5 herein.

B. It shall be unlawful for any person to camp on or within 500 feet of any parcel where a school, child care facility, shelter, or City park is located if reasonable notice of the camping prohibition is provided, except as permitted under subsection 5 herein.

Section 4. Abandoned Camp Paraphernalia.

A. Any camp paraphernalia left unattended within or adjacent to a public park, public street, or public place shall be confiscated and held by the police department.

B. The police department will make reasonable attempts to locate and notify the owner. If the owner fails to claim the confiscated camp paraphernalia within 30 days of confiscation, the paraphernalia will be deemed abandoned and disposed of by the police department.

Section 5. Exceptions and Permits.

The Parks and Recreation Director, in accordance with established procedures, may issue special use permits or reservations authorizing youth organizations or other approved groups to camp or park vehicles overnight in a park or preserve. Nothing in this section shall prohibit camping or overnight parking sponsored by the City.

Section 6. Providing for Penalties.

A. Violations of any provision of this article are a class 1 misdemeanor subject to the penalties prescribed in § 1-1-8 of this code.

B. Consistent with Arizona Revised Statutes § 13-717, in addition to or in lieu of any sentence imposed, the court may require community restitution or order a term of education or treatment.

Section 7. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 8. Effective Date.

This ordinance shall become effective 30 days after its adoption by the City Council and publication as required by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona this 10th day of June, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: _____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____________________________________
Justin Pierce, City Attorney

CITY COUNCIL REPORT

SUBJECT: Ordinance No. 617 N.S. - prohibits the unauthorized deprivation or possession of shopping carts.

MEETING DATE: June 10, 2025

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

To establish prohibitions against the unauthorized deprivation or possession of shopping carts and penalties for any violations of this ordinance.

BACKGROUND:

There has not been a clearly established City Ordinance that deals with unauthorized use of shopping carts. Shopping carts are often taken from stores and used for personal use to move personal items from location to location.

DISCUSSION:

Ordinance No. 617 N.S. gives Police Department employees the ability to deter people from taking and using shopping carts without authorization from the owner.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends adoption of Ordinance No 617 N.S.

ATTACHMENTS:

1. Ord 617 N.S. Prohibiting the Unauthorized Removal, Possession, or Alteration of Shopping Carts and Providing Penalties for Violations 06 10 25

ORDINANCE NO. 617 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, PROHIBITING THE UNAUTHORIZED REMOVAL, POSSESSION, OR ALTERATION OF SHOPPING CARTS; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Tolleson, Arizona (the "City"), desires to regulate the unauthorized removal and possession of shopping carts to maintain clean and orderly public spaces; and

WHEREAS, abandoned and misused shopping carts create safety hazards, obstruct pedestrian and vehicular traffic, and contribute to urban blight; and

WHEREAS, it is in the best interests of the City to prohibit the unauthorized removal, possession, or tampering with shopping carts while establishing procedures for retrieval and enforcement.

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

<u>Section 1.</u> <u>Prohibitions</u>.

A. A person shall not do any of the following with the intent to temporarily or permanently deprive the owner or retailer of possession of a shopping cart:

1. Remove a shopping cart from the premises or parking area of a retail establishment.

2. Be in possession of any shopping cart that has been removed from the premises or parking area of a retail establishment.

3. Be in possession of any shopping cart with the serial numbers removed, obliterated or altered.

4. Leave or abandon a shopping cart at a location other than the premises or parking area of the retail establishment.

5. Alter, convert or tamper with a shopping cart, remove any part or portion of a shopping cart or remove, obliterate or alter serial numbers, the name of the owner, or any restrictive device on a shopping cart.

6. Be in possession of any shopping cart while that shopping cart is not located on the premises or parking area of a retail establishment.

B. Subsection A applies if a shopping cart has a sign permanently affixed to it that identifies the owner of the cart or retailer, or both, notifies the public of the procedure to be used for authorized removal of the cart from the premises, notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment or the unauthorized possession of the cart is a violation of law and lists a valid telephone number and address for returning the cart removed from the premises or parking area to the owner or retailer.

C. This section does not apply to the owner of a shopping cart or to a retailer or a retailer's agents or employees or to a customer of a retail establishment who has written consent from the owner of a shopping cart or a retailer to be in possession of the shopping cart or to remove the shopping cart from the premises or the parking area of the retail establishment or to do any of the acts specified in subsection A.

D. In any civil proceeding, any shopping cart that has a sign affixed to it pursuant to this section establishes a rebuttable presumption affecting the burden of producing evidence that the property is that of the person or business named in the sign and not abandoned by the person or business named in the sign. In any criminal proceeding, it may be inferred that any shopping cart that has a sign affixed to it pursuant to this section is the property of the person or business named on the sign and has not been abandoned by the person or business named on the sign.

<u>Section 2.</u> <u>Providing for Penalties</u>.

A. Violations of any provision of this article are a class 1 misdemeanor subject to the penalties prescribed in § 1-1-8 of this code.

<u>Section 3.</u> <u>Providing for Severability</u>.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

<u>Section 4.</u> <u>Effective Date</u>.

This ordinance shall become effective 30 days after its adoption by the City Council and publication as required by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona this 10th day of June, 2025.

____
Juan F. Rodriguez, Mayor

ATTEST: _____________________________________
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____________________________________
Justin Pierce, City Attorney

3RD QUARTER FY 2025

June 10, 2025

GENERAL FUND REVENUE
MARCH 30, 2025

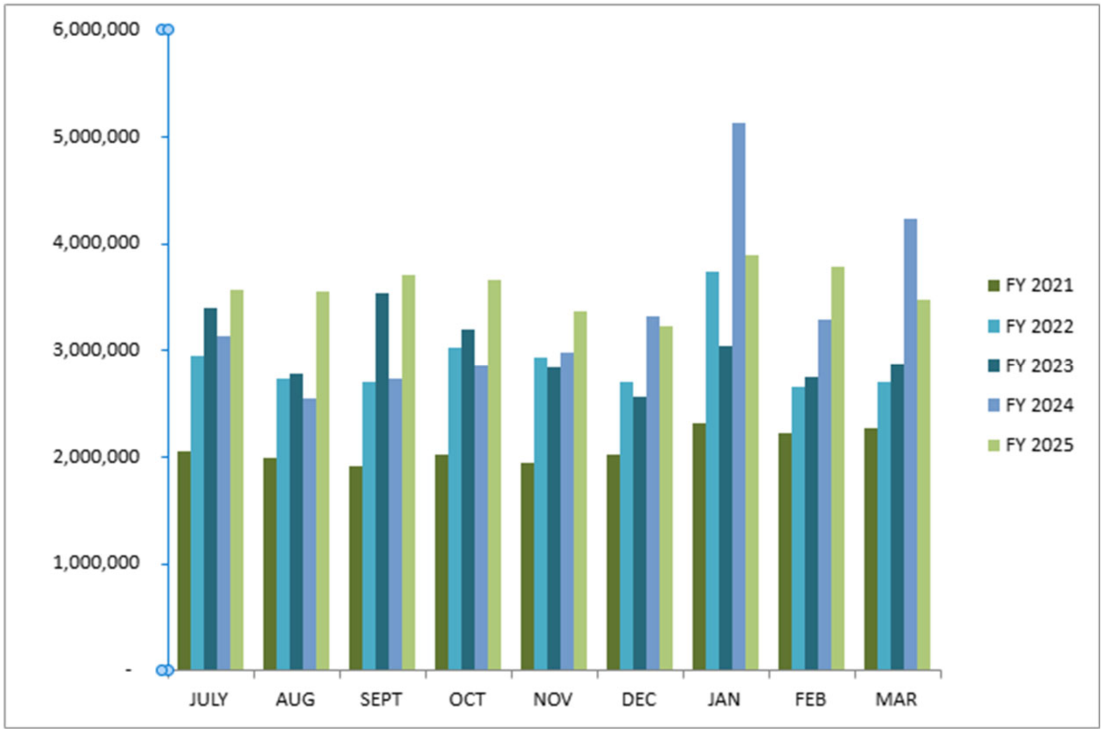
Revenue	Budget	Actual	% Collected
Taxes	38,508,500	31,931,084	82.9%
Intergovernmental	2,743,800	2,111,137	76.9%
License & Permits	706,750	355,589	50.3%
Charges for Services	2,141,800	1,970,817	92.0%
Interest	1,500,000	2,270,550	151.1%
Miscellaneous (T/O)	-751,650	2,938,521	390.30%
Total	44,849,200	41,577,699	92.7%

TOTAL REVENUE BY FUND
MARCH 30, 2025

Fund	Budget	Actual	% Collected
General	44,849,200	41,577,699	92.7%
Public Safety Tax	8,105,000	5,390,711	66.5%
HURF	860,000	655,120	76.2%
Water	8,545,300	7,228,850	84.6%
Sanitation	464,800	340,106	73.2%
Wastewater	23,561,175	7,469,252	31.7%

GENERAL FUND CITY SALES TAX – THRU MARCH 2025

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
JULY	2,042,301	2,936,705	3,395,170	3,121,600	3,554,254
AUG	1,981,067	2,724,416	2,773,384	2,541,375	3,549,973
SEPT	1,907,522	2,696,386	3,537,234	2,727,546	3,699,349
OCT	2,019,137	3,027,823	3,193,633	2,850,570	3,657,130
NOV	1,945,474	2,930,168	2,832,396	2,967,856	3,355,292
DEC	2,012,281	2,689,366	2,563,764	3,311,352	3,215,147
JAN	2,308,180	3,730,747	3,037,881	5,118,373	3,884,222
FEB	2,210,066	2,652,833	2,738,150	3,284,724	3,771,715
MAR	2,261,867	2,696,572	2,864,994	4,224,147	3,463,597
TOTAL	18,687,895	26,085,016	26,936,606	30,147,543	32,150,679



GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 3/30/2025

Org	Department	Budget	Expenditures	% of Budget
1010	Mayor & Council	882,500	609,566	69.1%
2020	City Management	569,465	411,746	72.3%
3030	Public Affairs	925,250	679,512	73.4%
1141	Housing Services	873,450	202,393	23.2%
4040	City Clerk	438,450	330,574	75.4%
5050	Employee Resources	1,014,500	725,997	71.6%
6060	City Magistrate	274,150	194,014	70.8%
6061	Court Administration	601,600	321,458	53.4%
2154	City Prosecutor	108,000	49,875	46.2%
7070	Finance	1,846,250	1,480,491	80.2%
8100	Information Technology	1,944,400	1,275,212	65.6%
2150	Police Administration	1,110,050	583,007	52.5%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 3/30/2025

Org	Department	Budget	Expenditures	% of Budget
2151	Police Support Services	2,380,200	1,492,945	62.7%
2153	Police Field Operations	4,260,950	2,946,179	69.1%
9110	Library	1,669,200	1,098,665	65.8%
3160	Fire Administration	1,203,600	636,352	52.9%
3161	Fire Operations	4,132,600	2,727,944	66%
4165	Emergency Preparedness	470,500	196,458	41.8%
0130	Aquatics Center	1,525,000	9,155	0.6%
0120	Field Operations Vehicles	640,400	412,756	64.5%
0121	Field Operations – Grounds	485,700	282,761	58.2%
0122	Field Operations – Building	1,650,600	1,047,786	63.5%
5170	Building Inspection	618,750	386,889	62.5%
5123	Streets	1,395,300	655,532	47%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 3/30/2025

Org	Department	Budget	Expenditures	% of Budget
5124	Transportation	450,000	229,602	51%
1140	Human Services	1,086,600	440,482	40.5%
3031	Nonprofit	62,000	6,000	9.7%
6180	Recreation	2,250,100	987,267	43.9%
6181	Teen Council	225,150	130,591	58%
6182	City Promotion	631,450	358,935	56.8%
5171	Economic Development	1,234,350	437,603	35.5%
5172	Planning and Engineering	542,450	301,644	55.6%
1145	Employee Development	107,000	82,014	76.7%
0904	CIP - Aquatic Center	1,000,000	341,016	34.1%
5908	CIP - City Hall	250,000	74,934	30%
9910	CIP – Library	85,000	28,217	33.2%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 3/30/2025

Org	Department	Budget	Expenditures	% of Budget
5906	CIP – Economic Development	7,425,000	371,496	5%
7901	CIP - Finance	800,000	86,346	10.8%
8902	CIP – Information Technology	160,000	44,403	27.8%
0903	CIP – Field Operations	320,000	222,055	69.4%
1905	CIP – Comm/Senior Center	57,000	30,085	52.8%
6907	CIP - Parks	260,000	78,087	30%
7080	Contingency	2,000,000	0	0.0%
	Total	51,007,715	23,008,044	45.1%

OTHER FUND EXPENDITURE BY DEPARTMENT THRU 3/30/2025

Fund	Budget	Expenditures	% of Budget
HURF	1,370,000	284,413	20.8%
Grants	53,358,720	844,232	3.1%
Public Safety Sales Tax	9,161,000	4,620,035	50.4%
CIP – Aquatic Center	21,000,000	0	0.0%
Debt Service	6,335,145	321,213	5.0%
Water	18,684,200	7,448,873	39.9%
Sanitation	498,100	331,862	66.6%
WWTP	28,718,000	6,635,833	23.1%
Sewer	6,420,200	932,007	14.5%
Other	1,511,034	1,105,547	73.1%
Total	198,064,114	45,831,623	23.1%

Key Take-Aways

- FY 2025 revenues are projecting to exceed budget.
- FY 2025 expenditures are projecting to be below budget.

Questions?