



CITY OF TOLLESON

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

**TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, AUGUST 26, 2025
6:00 PM**

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

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

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

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

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

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



F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring August 31, 2025 as Overdose Awareness Day in the City of Tolleson to raise awareness of drug overdoses, reduce the stigma of drug-related deaths, acknowledge the grief felt by families and friends by remembering those who have died or sustained permanent injury as a result of a drug overdose, and in support of those working toward recovery and prevention. – George Good, Chief of Social Impact
2. Proclamation declaring September 2025 as Ovarian Cancer Awareness Month in the City of Tolleson, joining all those who are battling ovarian cancer, those who have lost their lives to the disease, their loved ones, and our state’s dedicated healthcare professionals in raising awareness, advancing public education, and embracing hope for earlier diagnoses, improved treatments, and ultimately a cure. – Rachel Sackett, National Ovarian Cancer Coalition
3. Proclamation honoring Alejandro Salazar, Teen Council Mayor, for his outstanding leadership and for receiving the College Board National Recognition Program’s First-Generation Recognition Award for Outstanding Academic Achievement.
4. Introduction of New Employee: Police Department – Fernando Figueroa, Public Safety Dispatcher
Employee Promotion: Employee Resources Department – Ernesto Figueroa, Employee Resources Technician
5. Arizona League of Cities and Towns 2025 Service Awards:
Council Member Adolfo Gámez – 40 years of service
Council Member Linda Laborin – 24 years of service
Council Member Clorinda Erives – 16 years of service

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

H. CONSENT AGENDA – ACTION ITEMS

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

1. Approve Regular City Council Meeting Minutes of July 8, 2025 and Special City Council Meeting Minutes of July 29, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of July 2, 2025 to August 19, 2025. (Finance Department)
3. Approve an arbitrage rebate payment to the United States Treasury for City of Tolleson General Obligation Bonds, Series 2020, in the amount of \$116,746.04. (Finance Department)

4. Approve Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Shamrock Foods Company for food, fresh product and related cafeteria supplies, 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 \$133,000 to \$177,500 for additional products and to extend the term of the Agreement from June 30, 2025 to June 30, 2026. (Human Services Department)
5. Adopt Resolution No. 2615 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Tolleson and Tohono O'odham Nation relating to police dispatch services and administration; and authorizing the City Manager to execute and deliver said Agreement. The Initial Term of this Agreement shall be from October 1, 2024 through September 30, 2025 and shall automatically renew itself annually for a period of two years upon the first day of October of each year. In consideration of the services provided by Tolleson, the Nation shall pay Tolleson \$299,463.52 per year for the services. (Police Department)
6. Approve Second Amendment to the Professional Services Agreement between the City of Tolleson and Adaptive Architects, Inc. for professional services related to architectural design services for the Tolleson Aquatic Center, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to establish a new annual aggregate amount of \$182,300 for additional services and to extend the term of the Agreement from June 30, 2025 to June 30, 2026. (Development Services Department)
7. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC, dba Empire Machinery, for statewide heavy equipment including accessories, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$250,000 for equipment and accessories. This Agreement shall remain in full force and effect until December 3, 2025. (Development Services Department)
8. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and WACO, LLC, for emergency pipeline repair services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$200,000 for additional equipment and services. (Utilities Department)
9. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC dba Empire Machinery (an authorized dealer of Caterpillar, Inc.) for electrical energy power generation equipment with related parts, supplies and services, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$150,000 for equipment and services. This Agreement shall remain in full force and effect until November 22, 2026. (Utilities Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Approve/Deny Special Event Class 3 Permit Application as submitted by Leticia Peralta on behalf of Blessed Sacrament Church, 512 North 93rd Avenue, Tolleson, AZ 85353, to request a temporary street closure on Van Buren Street and on 93rd Avenue during the annual Fiesta de Amistad parade on Saturday, October 11, 2025 from 10 AM to 11 AM. The parade will begin on 96th Avenue and Van Buren Street; continue east on Van Buren Street to 93rd Avenue; and then north on 93rd Avenue to Blessed Sacrament Church Festival Grounds. Barricades will be placed beginning at 8 AM and will be picked up by noon. (Parks & Recreation Department)
2. Adopt/Deny Resolution No. 2616 of the Mayor and City Council of the City of Tolleson, Arizona, authorizing the acquisition of real property near the northwest corner of 83rd Avenue and Buckeye Road in the City, APN 101-11-989, for development purposes; authorizing and directing the Mayor, City Manager, City Engineer, and City Attorney to acquire title to that certain parcel of real property on behalf of the City by donation, eminent domain, or purchase in the amount of \$3,403,539, plus acquisition and closing costs; and authorizing a budget transfer in the amount of \$3.4M from the Federal Grants fund (31310106) to Capital – Development Services (10515906). (Development Services Department)
3. Adopt/Deny Ordinance No. 626 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Code of Tolleson, Arizona, Chapter 12 Land Usage, Article 12-4 Zoning – General Procedures by amending Section 12-4-169 Procedures – Site Plan Review and Building Permits; providing for repeal of conflicting ordinances and providing for severability. (Development Services Department)
4. Adopt/Deny Ordinance No. 627 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Code of Tolleson, Arizona, Chapter 12 Land Usage, Article 12-2 Subdivisions by amending General Provisions Section 12-2-2 Preliminary Plan; Procedures Sections 12-2-21 Procedure for Conditional Approval of Preliminary Plat, 12-2-22 Procedure for Approval of Final Plat, and 12-2-23 Procedure for Approval of Lot Split; Final Plan Sections 12-2-40 Final Plan of Subdivision, and 12-2-43 Items Required to Be Shown on Final Plat; Required Improvements Section 12-2-60 General Provisions; and General Requirements Sections 12-2-75 General Principles of Acceptability, and 12-2-77 Blocks; providing for repeal of conflicting ordinances and providing for severability. (Development Services Department)
5. Approve/Deny the Construction Manager at Risk (CM@R) Agreement between the City of Tolleson and Chasse Building Team, Inc. for Phase III of the Tolleson Aquatics Center Project, with a Guaranteed Maximum Price (GMP) not to exceed \$36,900,000, for the construction of the Tolleson Aquatics Center (TAC); authorize the City Manager to execute and deliver said Agreement; and authorize a transfer of contingency funds (10107080) in the amount of \$2,000,000 to the Aquatic Center Capital Project fund (51115199). (Development Services Department)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Pedestrian Bridge Design – Jason Earp, Development Services Director

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

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director
2. Sister City Meeting in Puerto Peñasco, Sonora, Mexico – City Council

L. CONVENE INTO EXECUTIVE SESSION

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

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

1. Attachments: Monthly Reports

Fire Department – June and July

Police Department – June and July

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

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

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

THE CITY OF TOLLESON ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. With at least two business days advance notice, accommodations can be provided at this meeting for individuals with vision, hearing and/or speech disabilities, including a transcriber, large print, an interpreter, an assistive listening device, etc. Please call the City Clerk at (623) 936-7111, or TTY users may dial 711 for Arizona

Relay Service (AZRS), to request an accommodation to participate in this public meeting. The City will try its best to accommodate any last minute requests.

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

Prerequisites for attending Zoom Webinars (one required):

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

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

Posted on August 21, 2025.



Proclamation

Overdose Awareness Day

August 31, 2025

WHEREAS, Overdose Awareness Day is internationally recognized on August 31 of each year to raise awareness of drug overdoses, reduce the stigma of drug-related deaths and acknowledge the grief felt by families and friends by remembering those who have died or had a permanent injury as a result of a drug overdose; and

WHEREAS, according to data from the Centers for Disease Control and Prevention, there were approximately 107,941 drug overdose deaths in the United States in 2022, and although preliminary figures for 2023 indicate a slight decline, overdose remains a leading public health crisis; and

WHEREAS, overdose is the leading cause of death for persons under the age of 50; and

WHEREAS, it is important to recognize the signs of someone struggling with substance abuse as such individuals may experience personality changes, health problems, relationship problems, difficulty at work and financial hardships; and

WHEREAS, addiction touches people of all backgrounds; regardless of race, religion, education, or social class, people from all walks of life have suffered from substance abuse or known someone who has; and

WHEREAS, those who suffer from substance use disorder are mothers, fathers, sisters, brothers, and friends to many, and it is up to the community to reduce the stigma, promote education and treatment, and support healing for all affected.

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 August 31, 2025 as Overdose Awareness Day in recognition of the lives lost to overdose and in support of those working toward recovery and prevention.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

Proclamation

Ovarian Cancer Awareness Month September 2025



WHEREAS, ovarian cancer is the fifth leading cause of cancer-related death among women in the United States, and the American Cancer Society estimates that in 2025 approximately 20,890 women will be diagnosed with ovarian cancer and 12,730 will die from the disease nationwide—including an estimated 470 new cases and 330 deaths in Arizona; and

WHEREAS, a woman's lifetime risk of being diagnosed with ovarian cancer is approximately 1 in 91, and her lifetime risk of dying from the disease is approximately 1 in 143; and

WHEREAS, due to vague, nonspecific symptoms and the absence of a reliable early detection test, the majority of women are diagnosed at Stage III or later, when the cancer has already spread beyond the ovaries; and

WHEREAS, although the five-year survival rate for Stage I ovarian cancer exceeds 90 percent, only 15 percent of cases are diagnosed at this early stage. For those diagnosed in later stages, the five-year survival rate drops below 30 percent; and

WHEREAS, while screening tools such as mammograms and Pap tests exist for breast and cervical cancers, no equivalent screening test exists for ovarian cancer, making awareness of symptoms and risk factors essential for early intervention; and

WHEREAS, increased public education about ovarian cancer can help save lives by promoting earlier diagnosis, supporting access to gynecologic oncology care, and encouraging research funding for better detection and treatment options; and

WHEREAS, during this month, the City of Tolleson joins all those affected by ovarian cancer — those currently battling, those who have lost their lives, their families and caregivers, and our dedicated healthcare professionals — in raising awareness, promoting education, and fostering hope for earlier diagnoses, improved treatments, and ultimately a cure;

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 September 2025 as Ovarian Cancer Awareness Month in the City of Tolleson, and encourage all residents to participate in awareness activities, wear teal in support, and engage in conversations that help save lives and support the thousands of families affected by this devastating disease.



Juan F. Rodriguez, Mayor

ATTEST:

Crystal Zamora, City Clerk



Proclamation

Honoring Alejandro Salazar

WHEREAS, the City of Tolleson is proud to recognize the outstanding achievements of its youth, who represent the promise and future of our community; and

WHEREAS, Alejandro Salazar, a dedicated student and the Teen Council Mayor for the City of Tolleson's Teen Council program, has demonstrated exceptional leadership, civic engagement, and academic excellence; and

WHEREAS, Alejandro has been selected by the College Board National Recognition Program to receive the First-Generation Recognition Award for Outstanding Academic Achievement, a prestigious honor that reflects his hard work, perseverance, and commitment to excellence; and

WHEREAS, his accomplishments serve as an inspiration to his peers and a source of great pride to his family, his school, and the entire Tolleson community; and.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby commend and congratulate Alejandro Salazar for his remarkable achievements, both academically and through his service as Teen Council Mayor, and extend our best wishes for his continued success in all future endeavors.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of July 8, 2025 and Special City Council Meeting Minutes of July 29, 2025

MEETING DATE: August 26, 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 July 8, 2025 and Special City Council Meeting Minutes of July 29, 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 July 8, 2025 and Special City Council Meeting Minutes of July 29, 2025.

ATTACHMENTS:

1. 07 08 25 City Council Meeting Minutes
2. 07 29 25 Special City Council Meeting Minutes



CITY OF TOLLESON

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**TOLLESON CITY COUNCIL MEETING ACTION MINUTES
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JULY 8, 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.

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A. CALL TO ORDER

Mayor Rodriguez called the Tolleson City Council Meeting to order at 6:02 PM.

B. INVOCATION/PLEDGE OF ALLEGIANCE

The Invocation was delivered by City Attorney Pierce, and the Pledge of Allegiance was led by Vice Mayor Davis.

C. ROLL CALL

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

Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Employee Resources Director Wendy Jackson, Chief Financial Officer Kevin Artz, Chief of Social Impact George Good, City Clerk Crystal Zamora, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk and Library Director Mandy Carrico.

City Representative: City Attorney Justin Pierce

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

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complete one form for each item they want to address. Speaker Request Forms are located at the entrance of the Council Chambers. For Zoom participants, click the chat button, and enter your name and the item you would like to address. Submissions should be made no later than the Mayor announcing the “Final Call to Submit Speaker Requests”. All speakers will be limited to 3 minutes unless otherwise noted by the Mayor. Speakers are not required to disclose their identities or personal information. You may also submit an online speaker request form at <https://www.tolleson.az.gov/speakerrequest> at least one hour prior to the meeting.

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

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

F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring August 2025 as Child Support Awareness Month in the City of Tolleson, recognizing the importance of supporting children’s well-being, promoting parental engagement, and strengthening Arizona’s families through economic stability, responsibility, and care. – Corinne Bostick, Project Manager of Department of Economic Security/Division of Child Support Services

Mayor Rodriguez proclaimed August 2025 as Child Support Awareness Month in the City of Tolleson.

2. Introduction of New Employees:
Utilities Department – Daniel Sitter, WWTP Operator
Employee Recognition:
Human Services Department

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

H. CONSENT AGENDA – ACTION ITEMS

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

1. Approve Regular City Council Meeting Minutes of June 24, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of June 18, 2025 to July 1, 2025. (Finance Department)

3. Adopt Resolution No. 2612 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between City of Tolleson and Tolleson Elementary School District relating to School Resource Officer (SRO) services, and authorize the City Manager to execute and deliver said Agreement. The term of this Agreement shall be from last date of execution until the end of the school year on May 22, 2026. The District shall reimburse the City for the total cost of the officer assigned to the District, shared by the Arizona Desert Elementary and Porfirio H. Gonzales Elementary school sites, in the amount of \$150,741.20 for a 10-month assignment in the 2026 Fiscal Year. (Police Department)
4. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Capital Pump & Equipment, LLC for Maintenance, Repair and Operation (MRO) Equipment, Supplies, Materials and Services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$300,000 for additional equipment and services. (Utilities Department)
5. Approve the Purchase Agreement between the City of Tolleson and Solenis LLC for the chemical Polymer for use at the Tolleson Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor for the Initial Term, \$1.687 per pound of Polymer. The annual aggregate amount is not to exceed \$250,000 per year. This Agreement shall be effective for one year and shall automatically renew for up to four successive one-year terms. (Utilities Department)
6. Approve the Purchase Agreement between the City of Tolleson and Thatcher Company of Arizona, Inc. for the chemical Sodium Bisulfite (38%) for use at the Tolleson Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor for the Initial Term, \$2.07 per Gallon of Sodium Bisulfite (38%). The annual aggregate amount is not to exceed \$200,000 per year. This Agreement shall be effective for one year and shall automatically renew for up to four successive one-year terms. (Utilities Department)
7. Approve the Purchase Agreement between the City of Tolleson and Thatcher Company of Arizona, Inc. for the chemical Sodium Hydroxide (50%) for use at the Tolleson Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor for the Initial Term, \$2.61 per Gallon of Sodium Hydroxide (50%). The annual aggregate amount is not to exceed \$200,000 per year. This Agreement shall be effective for one year and shall automatically renew for up to four successive one-year terms. (Utilities Department)
8. Approve the Purchase Agreement between the City of Tolleson and Univar Solutions USA LLC for the chemical Sodium Hydroxide (25%) for use at the Tolleson Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor for the Initial Term, \$1.3662 per Gallon of

Sodium Hydroxide (25%). The annual aggregate amount is not to exceed \$200,000 per year. This Agreement shall be effective for one year and shall automatically renew for up to four successive one-year terms. (Utilities Department)

9. Adopt Resolution No. 2611 of the Mayor and City Council of the City of Tolleson, Arizona, adopting the Articles of Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA); approving the Bylaws of TASAA; and appointing Incorporators and the Board of Directors for TAASA. (City Council)
10. Amend the City of Tolleson Employee Handbook, Section 400, to add Section 400.12 - Use of Physical Two-Factor Authentication, permitting the use of YubiKeys as an alternative to mobile-based authentication for accessing City-managed systems. (Employee Resources Department)
11. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Border States Industries, Inc. for additional Maintenance Repair and Operation (MRO) equipment, supplies, materials and services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$150,000 for additional materials and services. (Utilities Department)
12. Approve the Professional Services Agreement between the City of Tolleson and A & Sons Electric, Inc. for generator wiring at the Parks and Recreation Center, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor a price not to exceed \$250,000 as set forth in the Fee Proposal for the services. This Agreement shall remain in full force and effect until June 30, 2026. (Parks and Recreation Department)
13. Adopt Resolution No. 2614 of the Mayor and City Council of the City of Tolleson, Arizona, expressing support for the WESTMARC Foundation, and authorizing the City of Tolleson to act as fiscal agent for the WESTMARC Foundation in connection with the Ak-Chin Indian Community Prop 202 12% Grant Program. (City Management Department)

Council Member Gámez moved to approve Consent Agenda items 1. through 13.; 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

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2613 of the Mayor and City Council of the City of Tolleson, Arizona, approving a Purchase and Sale Agreement between the City of Tolleson, as purchaser, and Di-Mor Business Forms Inc., as seller, for the acquisition of real property located at 9360 W. Van Buren Street, Tolleson, Arizona (Maricopa County Assessor's Parcel Numbers 102-50-024, 102-50-025, 102-50-026, and 102-50-027) in the amount of \$1,355,000; and authorizing the City Manager to execute all necessary documents. (Development Services Department)

Council Member Gámez moved to adopt Resolution No. 2613 and to authorize the transfer of funds from contingency for the purchase; 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

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

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

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director
2. Reminder: The City Council Meetings scheduled on Tuesday, July 22, 2025 and Tuesday, August 12, 2025 have been cancelled for summer recess.

L. ADJOURNMENT

Council Member Erives moved to adjourn the Regular City Council Meeting at 6:25 PM; 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

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

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

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

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

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

City of Tolleson			
Checks Recorded			
Check Dates: June 18, 2025 to July 1, 2025			
PAYMENTS OVER \$10,000			
VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CITY OF PHOENIX	312,078.72	184974	6/23/2025
CITY OF PHOENIX	309,274.56	185073	6/30/2025
CITY OF PHOENIX	308,333.40	184974	6/23/2025
FREIGHTLINER OF ARIZONA LLC	202,950.47	100869	7/1/2025
DH PACE COMPANY INC	155,380.21	100815	6/26/2025
ASR CONSTRUCTION GROUP LLC	136,855.02	185070	6/30/2025
FELIX CONSTRUCTION COMPANY	119,525.74	185014	6/25/2025
SAN TAN AUTO PARTNERS LLC	74,726.31	185092	6/30/2025
SAN TAN AUTO PARTNERS LLC	74,726.31	185092	6/30/2025
SAN TAN AUTO PARTNERS LLC	74,726.31	185092	6/30/2025
DON SANDERSON FORD INC	72,653.49	185033	6/25/2025
STRAIGHT ARROW CONTRACTING, LLC	71,369.00	184996	6/23/2025
TOM JONES FORD LLLP	70,174.59	185098	6/30/2025
GHD INC	62,416.13	184983	6/23/2025
ADVANCED ENVIRO CURE LLC	53,775.00	100844	7/1/2025
WATER WORKS ENGINEERS LLC	51,819.00	100804	6/20/2025
UNPLUGGED PERFORMANCE INC	45,804.88	100867	7/1/2025
WACO LLC	45,063.32	185001	6/23/2025
PEORIA FORD	44,265.57	185057	6/26/2025
ASR CONSTRUCTION GROUP LLC	44,239.98	185070	6/30/2025
ASR CONSTRUCTION GROUP LLC	41,513.02	185070	6/30/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	40,548.56	185009	6/25/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	37,675.67	100831	6/27/2025
ADAPTIVE ARCHITECTS INC	36,330.00	185007	6/25/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	35,711.09	184971	6/23/2025
PUMP PROS INTERNATIONAL CORPORATION	35,010.05	100862	7/1/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	34,768.83	184971	6/23/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	34,321.98	185009	6/25/2025
KIMLEY-HORN AND ASSOCIATES, INC.	33,451.78	100838	6/27/2025
SIVAD ENTERPRISES LLC	33,292.82	185011	6/25/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	32,629.94	100832	6/27/2025
CITY OF TOLLESON-MEDICAL	32,400.00	100835	6/27/2025
BODEV INC	31,382.00	184970	6/23/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	31,282.01	100769	6/20/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	30,938.48	184971	6/23/2025
DH PACE COMPANY INC	30,740.00	100836	6/27/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	30,342.87	100768	6/20/2025

ASR CONSTRUCTION GROUP LLC	30,238.80	185070	6/30/2025
ADVANCED ENVIRO CURE LLC	30,000.00	100764	6/20/2025
WEST TECH LLC	29,020.23	185006	6/23/2025
ADVANCED ENVIRO CURE LLC	25,000.00	100764	6/20/2025
STERLING COMPUTERS CORPORATION	21,753.20	100810	6/24/2025
ASR CONSTRUCTION GROUP LLC	20,851.28	185070	6/30/2025
UNPLUGGED PERFORMANCE INC	20,796.06	100867	7/1/2025
PIERCE COLEMAN PLLC	20,250.00	185102	7/1/2025
PIERCE COLEMAN PLLC	20,250.00	185102	7/1/2025
WASTE CONNECTIONS OF ARIZONA, INC.	20,002.61	185003	6/23/2025
WEST YOST & ASSOCIATES INC	19,574.75	100870	7/1/2025
WATER WORKS ENGINEERS LLC	18,608.00	100812	6/24/2025
UNPLUGGED PERFORMANCE INC	18,373.47	100867	7/1/2025
CORE & MAIN LP	17,825.69	185049	6/26/2025
WEST YOST & ASSOCIATES INC	17,751.50	100870	7/1/2025
EMERSON BOILER, INC.	17,113.61	184933	6/18/2025
LOGICALIS INC	16,981.75	185020	6/25/2025
TECHNOLOGY PROVIDERS INC	16,461.37	100801	6/20/2025
AQUATIC INFORMATICS INC	16,102.40	185067	6/30/2025
BYRON ROSS	15,685.00	185048	6/26/2025
TRANE US INC	15,554.92	184999	6/23/2025
Metropolitan Life Insurance	14,511.29	185023	6/25/2025
IMMEDIA	14,179.57	100782	6/20/2025
FIFTH ASSET INC	14,053.00	100780	6/20/2025
FITNESS 4 HOMESUPERSTORE INC	13,619.25	184975	6/23/2025

Post-Production File

City of Tolleson
City Council Meeting Minutes
July 8, 2025

Transcription Provided By:
eScribers, LLC

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

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MAYOR RODRIGUEZ: Good morning. Perfect. Hey, Justin. How you doing?

All right, folks. Good evening, everyone. I am Mayor Juan F. Rodriguez. Today is July 8th, and I would like to call the City Council meeting to order.

The first thing we're going to start with our invocation and Pledge of Allegiance. I want to ask our City Attorney, Justin Pierce, to lead us in the invocation and then Vice Mayor Davis to lead us in the Pledge of Allegiance. If you all will please stand.

PIERCE: Thank you, Mayor. Our dear, beloved Father who art in heaven, we come before Thee in humble prayer to give Thee thanks for the blessings of living in this free country and for the opportunity to be here in exercising self-governance. We're grateful for this council and for their service to our community. We're so grateful and pray that Thou would bless them with wisdom and with guidance in accordance with Thy will that they will be able to make decisions that will be in the best interests and be -- what will be beneficial for the wonderful people of the great city of Tolleson. And we also pray special blessing upon those who protect us and keep us safe both home and abroad that they will be able to come home to their families. Please bless the victims of the tragedies all around the world but particularly as we have recently learned of the tragedies in Texas and so many who have lost lives due to the flooding and other things that are happening there. We pray comfort -- Thy comfort to be upon them and families and us as a people, as a whole, that we might be able to recover and become better. And we pray for these favors and blessings at this time do so in the name of Jesus Christ. Amen.

ALL: Amen.

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: All right. Thank you both.

We're going to move on to roll call. City Clerk, please let the record show that all council members are present in today's meeting. It is now final call to -- now is the final call to submit speaker requests to the City Clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comments will be limited to

either one, responding to criticism, two, directing staff to review the matter, or three, asking that a matter be put on a future agenda item.

City Clerk, do we have any speaker request forms at this time?

ZAMORA: Yes, Mayor.

We have one. Josh Graves regarding Kroger job loss.

MAYOR RODRIGUEZ: Josh. All right, Josh. Come on up. You have the microphone.

And again, just remind you have three minutes, you said? Okay. And our City Clerk is giving the time.

GRAVES: Good evening, Mayor and Council Members.

My name is Josh Graves and I'm here representing Teamsters Local 104 as the Vice President, which proudly represents hundreds of skilled warehouse and transportation workers in Arizona, including many that live right here in Tolleson. These are men and women who have worked for 26 years at the Kroger warehouse in Tolleson, providing for their families, supporting local businesses, and contributing to the city's tax base.

The situation that we are here today for is Kroger has canceled their three P.L. contract with Ruan, the transportation company that employs our Teamster members.

This decision will leave 130 workers jobless overnight by August 27th, many of whom are Tolleson residents. These workers are not being laid off due to performance.

They're losing their job simply because Kroger prioritized corporate greed over community stability. The company that's been awarded the bid is a company called Swift Trucking. Kroger is handing this contract over to the company, which has been found to engage in serious wage and hour violations, including wage theft, misclassification of drivers as independent contractors, withholding pay and benefits.

These drivers are unsafe and this isn't just bad business. It's an attack on working families and a potential blow to the city of Tolleson. Our ask to the to the council is help us meet with Kroger. We're not here to point fingers. We're here to find a solution. We're asking that the Tolleson City Council help facilitate a meeting with Kroger to sit down in good faith and negotiate a resolution that protects local jobs.

These jobs are foundations of many families lives. We believe a path forward can be

found that preserves these jobs and upholds the labor standards that we uphold today. In closing, Tolleson deserves better. These employees over 26 years, some of them even over 30 years that transferred from the Kroger facility or Smith facility. I came out of the warehouse. My dad retired out of the warehouse, and these are good union jobs where you can retire with dignity and a pension where you have union health insurance that takes care of your family and your children, and they're replacing it with nonunion jobs that are low paying jobs, unsafe drivers, where you have guys that have 30 plus years' experience. We've reached out to Kroger. I've had numerous conversations with Kroger. I've offered concessions to keep my members working, multiple different offers to keep these guys working. And unfortunately, Kroger has declined all of those offers. And come August 27, they're going to put 130 men and women out on the street without a job and replace them with Swift. And even with Swift coming in, Swift is refusing to hire these experienced drivers because they don't want the union in there. They don't want to have to pay union benefits. They don't want to have to pay a good wage. They don't want to have to pay a retirement. And that shouldn't be tolerated in the city of Tolleson. Kroger is one of the largest employers here. You have Albertsons next door, their competitor, and they have provided these jobs for 26 plus years, and Kroger's business does phenomenal here. They're growing; they're opening stores. We're asking for your guys' help. If there's any way you guys can facilitate that meeting and put pressure on them to come to the table before August 27th and retract this cancellation of Ruan's contract so these members can continue to work, continue to pay taxes in this city, and continue to have good union jobs in the city of Tolleson. I thank you for your time and I appreciate you guys listening to what we have to say.

ZAMORA: Perfect timing.

MAYOR RODRIGUEZ: Thank you, Josh. Yeah, I will say that I had a memo on my desk today specifically about this topic. And the first thing I did was I called Reyes, our city manager, and I asked him to kind of look into it with our economic development director. So he's going to be asking some questions, and we'll see what we can do to

support. I mean, we definitely want as many people working in Tolleson as we possibly can, especially those that have been working here a long time, have made Tolleson their second home. You guys spend many hours working here.

DAVIS: Mr. Mayor.

MAYOR RODRIGUEZ: Folks.

DAVIS: We got to be careful not to go be at that -- call to the public. The direction is here, but that's as far as I think we can go. You can't discuss it.

MAYOR RODRIGUEZ: With that being said, our city manager and our economic development director will look into it, present us our options when the time is right.

Better? Right on. Thanks again, Josh.

All right. This is call to the public. This is for non-agenda action items. It is now the call to the public.

City Clerk, do we have any submissions?

ZAMORA: That was the only one, Mayor.

MAYOR RODRIGUEZ: Okay.

We're going to move on to F, schedule public appearances and proclamations. We have one for this evening, I believe. Oh, two.

So we're going to start with number one, proclamation declaring August 2025 as Child Support Awareness Month in the city of Tolleson, recognizing the importance of supporting children's well-being, promoting parental engagement, and strengthening Arizona's families through economic stability, responsibility, and care. I believe we have Corrine Bostick with DES to say a couple words. Corrine, you have the microphone. Thank you.

BOSTICK: In 1995, on the 20th anniversary of the Child Support Enforcement Program, President Bill Clinton established August as National Child Support Awareness Month in the United States. This year, Governor Katie Hobbs has signed a proclamation recognizing August as Child Support Awareness Month as well. On behalf of the Division of Child Support Services, we would like to thank you, Mayor Rodriguez, for signing the Tolleson proclamation this year and recognizing August as an important time to

highlight the significance of child support for Arizona families. On average, the Division of Child Support Services services 132,000 children each year across the state, assisting in access to the financial resources they need to thrive. We commend diligent parents, including those in the city of Tolleson, who consistently provide financial support for their children because we believe stronger families benefit the entire community.

So, thank you.

MAYOR RODRIGUEZ: Well, Ms. Bostick, I appreciate your words. I do have a certificate for you, but before that, I do have to read that now.

Therefore, I, Mayor Juan Rodriguez, do hereby proclaim August 2025 as Child Support Awareness Month in the city of Tolleson. Be it proclaimed.

Ms. Bostick? Bostick?

It's traditional. You don't have to stand up here with us to take a picture. Proclamation. I believe Randy's going to be taking the picture. Well, this is yours. You can hold on to it. With my luck, I'll hold on to it and forget it.

Thanks again. Have a good day.

Okay. We're going to move on to item number two. This is Introduction of New Employees. I'm going to turn it over to our City Manager Medrano.

MEDRANO: Thank you, Mayor, Members of Council. As is tradition, we love to introduce our new team members that have chosen to serve our beloved Tolleson. Today, we only have one, and one is more than enough. Anytime someone makes the choice to serve this community, it's our job to make sure that they feel they made the right choice. So I'm honored to introduce Daniel Sitter, Wastewater Treatment Plant Operator. I don't know if he's here or not.

Jim, is he here?

Oh, Mr. Sitter, you're online? Are you on Zoom? That's okay. Welcome anyway. We'll send them the recording. Very happy to have you.

And then the next employee recognition is -- who's doing this? Wendy, is it you or George? Chief? Microphone up here.

Thank you. Mayors, Members of the Council and staff, and also members of the

community who are with us tonight. We received this letter in the Human Services Department. I was really touched and moved by it. I know some of the Council has seen it already. I know Councilmember Laborin lives this every day. I won't read it as you guys can read it, but they were very kind words. These people are very happy with their experience here in Tolleson. They don't live in Tolleson. They used to go to a senior center in Phoenix, and now they come here, and they love our senior center. And so they put some very kind words out there about how our staff treats them, how wonderful our senior center is, and I just couldn't be more proud of them. This is a couple other stories that go with it. There's another senior who lives in Phoenix also who comes in. She lives with her son. Her son wanted to move to Tempe, and she said, I'm not moving to Tempe because I love the Tolleson Senior Center, and we're not moving. It's too far. So we get those types of things, and you folks, a number of you saw how well our team put together the preparations for the Ukrainian delegation that was here, just doing wonderful work. And as the leader of that department, I think it's very important that you folks know and that they know how much we appreciate everything that they do. And for me, it's a testament to all the great work that has been done by Luz, who is here. She supervises the vast majority of everybody. There's other people in the department, and they do other great work too with the air conditioning program, the utility assistance program, rental assistance program, but the numbers that we have are double what we had at the old senior center at the old city hall. So word's getting out. We had like three new people, I think it was yesterday. They're coming in by the droves, and it's just amazing that things are happening here in this civic center. And I just felt it was incumbent on me to let you guys know that. So I'll stop now, but thank you. And again, thank you, Luz, and to all our employees for the great job that they do.

MAYOR RODRIGUEZ: So from time to time -- Linda, do you want to say something? Okay. From time to time, my mom and dad both attend the senior center. So from time to time -- I know Jimmy's grandparents do also. I'll stop by, and I'm just going to drink me some coffee, say what's up to folks, typically hang out with my mom and dad. But I

sit down with some of the seniors, and they all have amazing stories that they want to share. They got to get it off their chest. And it's always so personal. It's always a name, a person, an act. So, you know, it's not just a program that feels good. It's the connection that they have to these people, to every single one of our seniors. And I can tell you, Chief, Luz, you guys are making a major impact on all of our senior citizens here in town. And so I just want to personally thank you guys for doing that. And my parents, they used to just watch TV every morning, one of probably the most unhealthy things for senior citizens to do. So now they want to come here. And every day they want to be here, and they want to socialize, and they want to have their cafecito and eat whatever breakfast we have here. But more importantly than all that, they want to see you guys, the staff members, because you guys' smile puts a smile on their face. And really, at the beginning of the day, you make your bed and you get a good smile? The rest of the day is downhill. So thank you. Thank you all for doing that. Anybody else want to share?

DAVIS: I personally want to thank the Senior Center staff for the amazing work that they do, because my grandparents do come home every day happy and just glowing, and they love their experience there. But I understand we're running out of space. So we might need to look into that pretty soon. And that's a great problem to have. That means that we're providing quality of life to our seniors who are the reason we are here; right? They are our roots, and they are the foundation of this community. So I love that we do so much great work in taking care of our seniors, and we can do more. If we're running out of space, let's figure that out.

MAYOR RODRIGUEZ: All right, folks. Well, with that, I'm going to move on to item G, which is business from the floor. We don't have anything under that category. So that was an easy one.

We're going to move on to H. And H is our actual action items. And I believe we have a total of 13 action items this evening. So if you guys have had an opportunity to review them, I will entertain a motion to approve or not approve.

I have a motion to approve. I have from Council Member Gamez. I have a second from

Council Member Davis or Vice Mayor Davis.

All those in favor of approving the consent action items this evening, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed?

Not hearing any. The consent action items passing anonymously this evening.

Thank you very much. We're going to move on to regular agenda action items.

Number one is to adopt or deny resolution number 2613 of the Mayor City Council of the City of Tolleson, Arizona, approving a purchase and sale agreement between the City of Tolleson as purchaser and D. Moore Business Inc. as seller for the acquisition of real property located at 9360 West Van Buren Street, Tolleson, Arizona, Maricopa County, such as parcel number 102-50-024, 102-50-025 and 26 and 27 in the amount of \$1,355,000 and authorizing the City Manager to execute all necessary documentation. I believe our Development Services Director Jason Earp is going to speak to us on this.

EARP: Yes. Thank you, Mayor, Vice Mayor, Members of the Council. This property, if you do not know, is the old Saguaro Manufacturing. It's next to Tomales, Guadalajara. So for years we've been asking them to one, either lease it to someone so we can get some retail sales tax in there. It's just been sitting there as a storage for the most part. The owner has a business in Phoenix. He owns this building and he just he just keeps his stuff in there. So about a month ago he reached out to me, asked if we were interested in purchasing. I said yes and obviously we had to get an appraisal done and the appraisal came back, and this would include any closing costs. So we're recommending approval, one so we can own it and make sure another Mexican food restaurant doesn't go in or use it for some kind of community facility. We don't know yet but we just want to have control of that portion of it and if Council agrees to this, I just ask in the maker of the motion to include authorization of transfer of this amount from contingency.

I can answer any questions, Mayor.

MAYOR RODRIGUEZ: Yeah. One question right here.

GAMEZ: How big is it?

EARP: A little over 5,000 square feet.

MAYOR RODRIGUEZ: What condition is it in?

EARP: It's -- it's in good condition. It's mainly just a big open space. It's just cluttered right now. Yeah, it's shell because it has all the stuff but if you remember when we did the facade project, the grant we got through the TO, we redid the side and added parking and improved that fencing. So there's been some stuff that actually the city went out for a grant to -- to improve his facade which in turn will be ours now.

MAYOR RODRIGUEZ: Yeah. I for one I think it's great. I mean first of all that building has been vacant for -- I don't know. I mean, since I was in high school 30 years ago. Did I really say that out loud?

EARP: You said that out loud.

MAYOR RODRIGUEZ: Yeah. But also it's a great position. I mean it's right on Van Buren, kitty corner almost to the high school. So the economic development potential is significant to say the least. I think it would make a lot of sense to put it under our control so we can put something there, Mexican Restaurant or otherwise, that will best for the residents of Tolleson. So I think this is a good thing. It's my two cents.

GAMEZ: Now you said there's parking in the back?

EARP: There's parking along the side and there's potential -- there's space to put parking in the back --

GAMEZ: Because I know it goes back there.

EARP: On the side there's I think a total of 10. The back is not paved or anything for parking but it's not to say we can't do that.

DAVIS: It's a great space and I think, you know, it's better to put something in there than it just stay vacated like it's been because there's some definite -- there's some action that's happening in and around that building so it'll be good to have more control over that.

EARP: Yes, Vice Mayor. We're definitely aware of that and of that issue so.

DAVIS: I have a lot of trouble with that when I rented down the way there so it'll be

good to clean it up.

MAYOR RODRIGUEZ: All right. So you guys all heard the request by our Development Services Director. If anybody would like to make a motion.

GAMEZ: Approval the resolution number 2613, Mr. Mayor.

MAYOR RODRIGUEZ: Thank you. Did you want to add the --

GAMEZ: I'll also include -- what was it?

EARP: Authorize the transfer of this amount to contingency.

MAYOR RODRIGUEZ: Contingency, that's right.

GAMEZ: Got it.

MAYOR RODRIGUEZ: All right. Do I have a second?

I have a second by Council Member Linda Laborin.

All those in favor please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed.

Not hearing any. This action item has been approved.

EARP: Thank you, Mayor.

MAYOR RODRIGUEZ: Thank you.

We're going to move on to J. Work study and presentations for discussion.

We don't have any so now we're moving on to K. Mayor and City Managers report of current events for discussion. We're going to go to number one community events update Parks and Recreation, Director Babchuk.

BABCHUK: Thank you, Mayor, members of Council. As you guys know this past Friday we had our 4th of July event which was from 4 to 9:30 p.m. It was amazing. It started off a little slow. I think the heat was -- you know, got to people, but once that sun went down I mean they were just coming in by the carloads. So thank you to police. They did a excellent job with traffic. To our Community Services Department who helped out with our watermelon and they were just -- thank you to Mayor and Council Members who were out there cutting watermelon for a few hours. It just went off without a hitch. So thank you guys. We had -- I'd like to thank some of our sponsors. We have

Russo Farms who donated the watermelons. Albertsons who donated water and watermelons and we also had Gatorade who donated Gatorade and water as well. So we really appreciate, you know, all our sponsors that came out and helped us out this year. It went out fantastically.

The next event we have coming up is July 17th. It's our backpack giveaway. That'll start at 3 p.m. over at the PRC. So if any of the Council Members would like to come out and you know enjoy that with the -- the community giving out backpacks. Hopefully we can get the kids the supplies they need from school to start off the school year right. So we -- you know, if anyone wants to come out and volunteer, let us know. We have available spots. So thank you guys.

MAYOR RODRIGUEZ: Yeah, please come out and volunteer guys. I'm going to be out of town so they're definitely going to use the support. Jimmy I'm sure might be there.

DAVIS: I'll actually be at NLC.

MAYOR RODRIGUEZ: Yeah, so please show up. Yes, somebody show up.

BABCHUK: It's actually a really cool event.

MAYOR RODRIGUEZ: So a lot of families in Tolleson end up with backpacks getting ready for the school season.

BABCHUK: We're looking to give out about 600 backpacks this year.

MAYOR RODRIGUEZ: Thanks in advance to all the sponsors to that event.

BABCHUK: Amazon did a tremendous job, so thank you to them. They donated a lot of school supplies.

MAYOR RODRIGUEZ: I see a bunch of drones going over my house all weekend. Every time they drive over right here.

All right. So now we're going to move on to item number two. As a reminder, this is just a reminder. The city council meeting scheduled on Tuesday, July 22, 2025 and Tuesday, August 12, 2025 have been canceled for summer recess. If you'd still like to show up you can. None of us will be here but it is a nice room. It's air conditioned. Feel free to show up. So with that being said, today's kind of a quick one.

I think I'm going to make a motion. I'm going to ask for a motion to adjourn this

meeting.

ERIVES: Second. I have a motion from Councilwoman Erives.

I have a second from Councilmember Gamez.

All those in favor of adjourning this meeting please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All right. Motion passes. We stand adjourned. Thank you, everybody.

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 JULY 8, 2025. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

CRYSTAL ZAMORA, CITY CLERK



CITY OF TOLLESON

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

**TOLLESON SPECIAL CITY COUNCIL MEETING MINUTES
REMOTE PARTICIPATION ONLY
ZOOM MEETING ID: 829 5251 1378
TUESDAY, JULY 29, 2025
4:30 PM**

Members of the public may participate in the meeting via [Zoom](https://us02web.zoom.us/j/82952511378) (<https://us02web.zoom.us/j/82952511378>) with a computer or cell phone.

A. CALL TO ORDER

Mayor Rodriguez called the Tolleson Special City Council Meeting to order at 4:30 PM.

B. ROLL CALL

City Council: City Council: Mayor Juan Rodriguez, Vice Mayor Jimmy Davis, Council Members Christine Chavira, Clorinda Erives, Adolfo Gámez, Linda Laborin (arrived at 4:38 PM) and Cruzita Mendoza.

Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Chief Government Affairs Officer Pilar Sinawi, Deputy City Manager/Employee Resources Director Wendy Jackson, City Clerk Crystal Zamora, Development Services Director Jason Earp and Field Operations/Parks & Recreation Director Randy Babchuk.

City Representative: City Attorney Robert Wingo

C. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.

Council Member Erives moved to convene into executive session at 4:31 PM; the motion was seconded by Council Member Gámez. The motion carried 6 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye



Council Member Gámez – Aye
Council Member Mendoza – Aye

2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to receive legal advice and discuss and consult with the City Attorney regarding a contract that is the subject of negotiations relating to joint use of school facilities and funding.
3. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(7) to receive legal advice and discuss and consult with the City Attorney regarding the City's position relating to negotiations for the possible purchase of real property.

D. RECONVENE INTO PUBLIC MEETING

E. ADJOURNMENT

Council Member Gámez moved to adjourn the Regular City Council Meeting at 5:28 PM; the motion was seconded by Council Member Chavira. 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.



CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of July 2, 2025 to August 19, 2025

MEETING DATE: August 26, 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 July 2, 2025 to August 19, 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. 07 02 25 to 08 19 25 Claims and Bills Report

City of Tolleson
Checks Recorded
Check Dates: July 2, 2025 to August 19, 2025
PAYMENTS OVER \$10,000

VENDOR NAME	GROSS AMOUNT	CHECK #	CHECK/PAYMENT DATE
ACHEN-GARDNER CONSTRUCTION LLC	\$588,663.78	185327	07/28/2025
ACHEN-GARDNER CONSTRUCTION LLC	\$494,449.27	185327	07/28/2025
CITY OF PHOENIX	\$415,763.64	185411	08/05/2025
ACHEN-GARDNER CONSTRUCTION LLC	\$335,684.83	101056	08/12/2025
FREIGHTLINER OF ARIZONA LLC	\$269,951.34	100879	07/07/2025
PIERCE COLEMAN PLLC	\$148,500.00	185103	07/02/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$145,061.19	185180	07/15/2025
AZ MUNI RISK RETENTION POOL-WC FUND	\$135,869.28	100896	07/14/2025
ALEX AREVALO	\$113,661.00	185236	07/16/2025
ANDRUS PROPERTIES INC	\$99,998.98	185114	07/03/2025
KRONOS INCORPORATED	\$89,219.59	101051	08/08/2025
BORDER STATES INDUSTRIES INC	\$77,835.66	100908	07/17/2025
CAPITAL PUMP & EQUIPMENT LLC	\$73,350.55	100876	07/07/2025
RINGCENTRAL, INC.	\$70,900.52	100898	07/14/2025
AXON ENTERPRISE INC	\$68,374.46	100957	07/25/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$54,398.84	185243	07/21/2025
CITY OF PHOENIX	\$48,944.57	185447	08/07/2025
TOM JONES FORD LLLP	\$46,797.43	185281	07/21/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$46,574.00	100910	07/17/2025
MOTOROLA SOLUTIONS INC	\$44,840.10	101006	07/31/2025
FELIX CONSTRUCTION COMPANY	\$40,257.45	185161	07/15/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$39,077.52	185243	07/21/2025
MOTOROLA SOLUTIONS INC	\$38,495.68	101007	07/31/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$37,772.13	100995	07/31/2025
SUNLAND ASPHALT & CONSTRUCTION LLC	\$36,604.49	101088	08/14/2025
ASU FOUNDATION FOR A NEW AMERICAN UNIVERSITY	\$36,000.00	185464	08/13/2025
CLEARGOV INC	\$35,215.83	100919	07/17/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$34,834.40	101075	08/14/2025
CITY OF AVONDALE	\$34,056.30	185121	07/03/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$33,552.95	100958	07/25/2025
SOLENIS LLC	\$33,470.64	100970	07/25/2025
JACOBS ENGINEERING GROUP INC	\$32,360.00	100928	07/22/2025
BODEV INC	\$31,382.00	185461	08/13/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$30,767.98	185243	07/21/2025
LEA-ARCHITECTS LLC	\$30,340.75	185140	07/08/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$29,827.02	100959	07/25/2025
CAPITAL PUMP & EQUIPMENT LLC	\$28,987.28	100876	07/07/2025

FELIX CONSTRUCTION COMPANY	\$28,699.19	185419	08/05/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$28,073.30	185180	07/15/2025
AZ MUNICIPAL RISK RETENTION POOL P & C	\$27,883.80	185180	07/15/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$27,868.28	100997	07/31/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$27,009.93	101076	08/14/2025
STERLING COMPUTERS CORPORATION	\$26,241.13	101087	08/14/2025
BORDER STATES INDUSTRIES INC	\$25,925.59	100978	07/29/2025
ADAPTIVE ARCHITECTS INC	\$22,265.00	185145	07/15/2025
AED EVERYWHERE, INC.	\$22,095.25	185330	07/28/2025
CAPITAL PUMP & EQUIPMENT LLC	\$21,840.00	100876	07/07/2025
MARICOPA COUNTY SHERIFF'S OFFICE	\$21,807.93	185126	07/03/2025
FSL HOME IMPROVEMENTS	\$21,214.98	185163	07/15/2025
WASTE CONNECTIONS OF ARIZONA	\$20,047.18	185349	07/28/2025
CARESCAPE INC	\$19,470.00	185153	07/15/2025
LEA-ARCHITECTS LLC	\$19,307.75	185140	07/08/2025
LYFT, INC.	\$18,681.26	101084	08/14/2025
AZ MUNI RISK RETENTION POOL-WC FUND	\$18,672.82	100896	07/14/2025
REGIONAL PUBLIC TRANS AUTHORITY	\$18,308.34	101089	08/14/2025
MOTOROLA SOLUTIONS INC	\$17,697.81	100929	07/22/2025
LYFT, INC.	\$17,501.61	100949	07/25/2025
CAPITAL PUMP & EQUIPMENT LLC	\$17,160.00	100876	07/07/2025
VERTOSOFT LLC	\$16,808.97	100900	07/14/2025
OCLC, INC	\$16,219.34	100905	07/14/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$15,488.34	101080	08/14/2025
FERGUSON US HOLDINGS INC	\$14,898.04	185316	07/24/2025
BORDER STATES INDUSTRIES INC	\$13,444.31	100908	07/17/2025
FERGUSON US HOLDINGS INC	\$13,073.19	185316	07/24/2025
FERGUSON US HOLDINGS INC	\$13,073.19	185316	07/24/2025
WEST YOST & ASSOCIATES INC	\$12,616.00	101041	08/06/2025
ENDRESS + HAUSER INC	\$11,948.58	185159	07/15/2025
BORDER STATES INDUSTRIES INC	\$11,227.04	100908	07/17/2025
CLEARGOV INC	\$11,179.90	100919	07/17/2025
LN CURTIS & SONS	\$11,047.07	101030	08/06/2025
ARIZONA STATE TREASURER	\$10,885.02	185181	07/15/2025
JTB SUPPLY COMPANY INC	\$10,788.85	185242	07/16/2025
BRADY INDUSTRIES ARIZONA LLC A BRADYPLUS COMPANY	\$10,600.62	100979	07/29/2025
FERGUSON US HOLDINGS INC	\$10,454.46	185316	07/24/2025
CITY OF TOLLESON-MEDICAL	\$10,448.12	100965	07/25/2025
CITY OF TOLLESON-MEDICAL	\$10,364.16	100965	07/25/2025
AZ MUNI RISK RETENTION POOL-WC FUND	\$10,056.13	100896	07/14/2025
VERIZON WIRELESS SERVICES LLC	\$10,025.45	185310	07/24/2025



CITY COUNCIL REPORT

SUBJECT: Arbitrage Rebate Payment, Series 2020 General Obligation Bonds

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Kevin Artz, Chief Financial Officer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Finance Department is requesting Council approval of an arbitrage rebate payment to the United States Treasury, in the amount of \$116,746.04.

BACKGROUND:

In May 2020, the City issued \$6,485,000 of tax-exempt General Obligation Bonds, Series 2020, to fund water improvements and to refund General Obligation Bonds, series 2006 and 2009A that were outstanding. The debt had a bond yield rate of 1.3768%.

Federal Arbitrage rebate laws act as a mechanism to ensure that the benefits of tax-exempt debt are used to fund capital public projects, not to generate excess investment revenue for the entity.

Arbitrage occurs when the City invests proceeds from a tax-exempt bond sale in higher-earning investments, effectively earning profit on the difference between the interest rate paid to the bondholders and the interest rate earned from City investments. Arbitrage rebate requires any excess earnings (profit) to be paid back or rebated to the US Treasury, five years after the issuance of the bonds.

DISCUSSION:

The Series 2020 Bond Yield for arbitrage purposes was 1.3768%. The allowable interest earnings totaled \$46,962.12. The actual earnings on City investments totaled \$163,085.03, resulting in \$116,122.91 of positive arbitrage. In addition, the payment was due by May 28, 2025, resulting in interest of \$623.13, which has been calculated through August 28, 2025. The total reimbursement due to the US Treasury is \$116,746.04.

The City has unspent investment income and fund balance, for the series 2020 bonds, in the amount of \$181,564.72. Staff is requesting the Council authorize the rebate of these excess investment earnings to the US Treasury, in the amount of \$116,746.04.

The City's arbitrage rebate consultant, Hilltop Securities, performed the rebate calculation and has reduced their invoice to the City by the amount of the interest accrued due to late payment (\$623.13).

There will likely be another rebate payment due in 2030, after the next calculation is performed. The amount will be significantly smaller than the current rebate.

BUDGET IMPACT:

There is no impact to the budget, as the repayment is a rebate of excess investment earnings that the City has currently invested.

RECOMMENDATION:

Staff recommends that the Mayor and Council authorize the rebate of arbitrage on the Series 2020 bonds in the amount of \$116,746.04, to the US Treasury.

ATTACHMENTS:

1. Arbitrage report attachment

\$6,485,000
City of Tolleson, Arizona
General Obligation and General
Obligation Refunding Bonds,
Series 2020

Yield Restriction Computation for the Period
May 28, 2020 to May 28, 2025

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Brian Helming
Managing Director

August 15, 2025

Mr. Joseph Wagner-Corona
Finance Services Manager
City of Tolleson, Arizona
9555 West Van Buren Street
Tolleson, AZ 85353

\$6,485,000
City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Dear Joe:

Enclosed is a copy of the yield reduction report for the above-captioned bond issue for the installment computation period ending May 28, 2025. For this installment period, the yield reduction amount is greater than the rebate amount. Since the rebate amount is encompassed within the yield restriction amount, you are required to remit the higher yield restriction amount. The following information should be sent **certified mail** to the Internal Revenue Service ***no later than Thursday, August 28, 2025:***

- Check in the amount of \$116,746.04
- Transmittal Letter (draft enclosed),
- Explanation of Failure to Pay Yield Reduction on Time
- Signed Form 8038-T (enclosed)
- Computation of Underpayment Interest

Enclose a check for this total amount made payable to the "United States Treasury." Include the issuer's name, address, EIN - Employer Identification Number, "Form 8038-T," and the date on the payment. The Form 8038-T must be ***signed by an authorized representative*** of the Issuer (the individual who normally signs IRS Form 8038-G for new bond issues). ***The signature cannot be a facsimile or electronic signature.*** Please send us a copy of the check, the date-stamped certified-mail receipt and the signed Form 8038-T for our records. If you have any questions, please do not hesitate to contact me at 1-800-678-3792 or directly at (214) 953-8716.

Sincerely,

Brian Helming

direct 214.953.8716 toll free 800.678.3792
fax 214.840.5040
brian.helming@hilltopsecurities.com
717 N. Harwood Street, Suite 3400, Dallas, TX 75201

(PLACE ON ISSUER LETTERHEAD)

August 28, 2025

Certified Mail

Internal Revenue Service Center

Ogden, Utah 84201-0027

RE: Yield Reduction Payment

\$6,485,000
City of Tolleson, Arizona
General Obligation and General Obligation
Refunding Bonds,
Series 2020

Enclosed is a check in the amount of \$116,746.04 representing an installment of a yield reduction payment for the above-captioned bond issue pursuant to the 1993 Treasury Regulations Section 1.148-5(c).

The enclosed check represents payment of the entire yield reduction amount plus late interest, as required by Section 1.148-3(h)(1).

If you have any questions, please do not hesitate to contact me at (623) 936-7111 ext 1303.

Sincerely,

Mr. Joseph Wagner-Corona
Finances Services Manager

Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate

Under sections 143(g)(3) and 148(f) and section 103(c)(6)(D) of the Internal Revenue Code of 1954.
Go to www.irs.gov/Form8038T for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name City of Tolleson, Arizona		2 Issuer's employer identification number (EIN) 86-6000264	
3 Number and street (or P.O. box no. if mail is not delivered to street address) Room/suite 9555 West Van Buren		4 Report number (For IRS Use Only) 7	
5 City, town, or post office, state, and ZIP code Tolleson, Arizona 85353		6 Date of issue 05/28/2020	
7 Name of issue General Obligation and General Obligation Refunding Bonds, Series 2020		8 CUSIP number 889498 HB0	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person (623) 936-7111	

11 Type of issue Finance/refinance utility improvements, public safety facilities and park projects	Issue price 6,905,054.45
--	---------------------------------

Part II Arbitrage Rebate and Yield Reduction Payments	Amount
12 Computation date to which this payment relates (MM/DD/YYYY) 05/28/2025	
13 Arbitrage rebate payment (see instructions) ☐ check box if less than 100% of rebate amount	13
14 Yield reduction payment (see instructions) ☐ check box if less than 100% of yield reduction amount	14 116,122.91
15 Rebate payment from Qualified Zone Academy Bond (QZAB) defeasance escrow (see instructions)	15

Part III Penalty in Lieu of Arbitrage Rebate	
16 Number of months since date of issue: ☐ 6 mos ☐ 12 mos ☐ 18 mos ☐ 24 mos ☐ Other. No. of mos 17	
17 Penalty in lieu of rebate	17
18 Date of termination election (MM/DD/YYYY)	
19 Penalty upon termination	19

Part IV Late Payments	
20 Does failure to pay timely qualify for waiver of penalty? See instructions Yes ☐ No ☐	
21 Penalty for failure to pay on time (see instructions)	21 0.00
22 Interest on underpayment (see instructions)	22 623.13

Part V Total Payment	
23 Total payment. Add lines 13, 14, 15, 17, 19, 21, and 22. Enter total here	23 116,746.04

Part VI Miscellaneous	
24 Unspent proceeds as of this computation date	24 181,564.72
25 Proceeds used to redeem bonds	25 0.00
26 Gross proceeds used for qualified administrative costs for guaranteed investment contracts (GICs) and defeasance escrows	26 0.00
27 Fees paid for a qualified guarantee	27 0.00
28 Is the issue a variable rate issue?	28 Yes ☐ No ☒
29 Did the issuer enter into a hedge? Name of provider _____ Term of hedge _____	29 Yes ☐ No ☒
30 Were gross proceeds invested in a GIC? Name of provider _____ Term of GIC _____	30 Yes ☐ No ☒
31 Were any gross proceeds invested beyond an available temporary period?	31 Yes ☒ No ☐
32 Calculations for filing of this form prepared by: ☐ Issuer ☒ Preparer: Hilltop Securities Asset Mgmt., LLC	

Signature and Consent	Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative _____ Date _____		Type or print name and title _____	
Paid Preparer Use Only	Print/Type preparer's name Brian Helming	Preparer's signature <i>Brian Helming</i>	Date 8/14/25	Check ☐ if self-employed PTIN P01325985
	Firm's name Hilltop Securities Asset Management, LLC			Firm's EIN 84-1477939
	Firm's address 717 N. Harwood Street, Suite 3400, Dallas, Texas 75201			Phone no. (800) 678-3792

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11545Y

Form **8038-T** (Rev. 10-2021)

ATTACHMENT TO FORM 8038-T

EXPLANATION OF FAILURE TO PAY YIELD REDUCTION ON TIME

\$6,485,000

**City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020**

CUSIP NUMBER: 889498 HB0

ISSUER:

**City of Tolleson, Arizona
Employer ID Number: 86-6000264**

The enclosed payment was not filed within the permitted 60-day period following the May 28, 2025 Installment Computation Date due to an innocent failure and not willful neglect. Pursuant to Section 4.01 of Revenue Procedure 2005-40 (effective for discoveries after July 11, 2005 of a failure to timely pay the correct rebate amount), the lack of willful neglect is established as follows:

- (1) The unpaid amount. A 90% yield reduction payment of \$104,520.62 (net of any additional penalty and late interest) was required at the installment computation date.
- (2) The sophistication of the issuer. City of Tolleson, Arizona (the "City") has a general understanding of the rebate and yield restriction principals. However, the City does not possess deep internal rebate and yield restriction skills.
- (3) The length of the delay. The City was informed of the yield reduction liability from our rebate provider, Hilltop Securities Asset Management ("HSAM"). A yield reduction liability was generated as a result of a spike in the short-term investment rates. Once informed that a payment was due, the City made every effort to make the required payment, plus interest, as expeditiously as possible.
- (4) The steps taken to comply, including the steps taken after the discovery of the failure to pay. The City was unaware of the late filing until we were notified by HSAM that a liability had accrued. Now that we are aware of the late filing, we are making every effort to make the arbitrage rebate payment, with late interest, as expeditiously as possible.
- (5) The steps taken to prevent recurrence of a failure to pay. The City's current administration has engaged HSAM to complete any rebate and/or yield restriction computations for any issues that require computations. Therefore, future payments should be filed timely.
- (6) The nature of the failure. This was an innocent mistake on the part of HSAM to perform the computation in a timely manner. Until the City was informed by HSAM that there was a yield reduction liability associated with the issue, the City was unaware a liability existed.
- (7) Any history of timely or late payments by the issuer. To my knowledge, the City has not made any other arbitrage rebate or yield reduction payments that have not been timely.
- (8) Any other relevant information. This was an innocent mistake on the part of HSAM. The City remains committed to fulfilling their responsibilities related to any known liabilities and, on this basis, respectfully requests a waiver of the penalty.

ATTACHMENT TO FORM 8038-T

EXPLANATION OF FAILURE TO PAY YIELD REDUCTION ON TIME

\$6,495,000

City of Tolleson, Arizona

**General Obligation and General Obligation Refunding Bonds,
Series 2020**

The enclosed payment of \$116,746.04 is comprised of the amount equal to 100% of the yield reduction payment due as of July 28, 2025, plus interest. The payment is comprised of yield reduction in the amount of \$116,122.91 and late interest in the amount of \$623.13.

The City has acted in good faith to quantify the liability and promptly make any required payment once we became aware of it. Since the City possesses a very general understanding of arbitrage rebate and yield reduction rules, we have relied on the advice of our external experts. Until informed otherwise, we believed that we had done everything that should have been done to meet our arbitrage compliance requirements. As a result, we again respectfully request that consideration be given to waiving the penalty.

“Under penalties of perjury, I declare that I have examined this explanation, including accompanying documents, and, to the best of my knowledge and belief, the explanation contains all the relevant facts relating to the explanation, and such facts are true, correct, and complete.”

Joseph Wagner-Corona
Finance Services Manager
City of Tolleson, Arizona

\$6,495,000.00
City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Computation of Underpayment Interest
For Late Yield Restriction Amounts

From	To	Leap Year	Days	Rate	Total Yield Restriction Amount	90% Payment Due	Underpayment Interest
7/28/2025	8/28/2025	No	31	7.00%	116,122.91	104,510.62	623.13
Underpayment Interest							<u>623.13</u>

Total Yield Restriction Amount	\$	116,122.91
Underpayment Interest		623.13
Total Payable	\$	<u>116,746.04</u>

Payment Date:
8/28/2025



Brian Helming
Managing Director

August 15, 2025

Mr. Joseph Wagner-Corona
Finance Services Manager
City of Tolleson, Arizona
9555 West Van Buren Street
Tolleson, AZ 85353

\$6,485,000
City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

In accordance with the terms of the “Agreement for Arbitrage Rebate Compliance Services”, we have completed the determination of the yield reduction amount pursuant to Section 1.148-5(c) of the 1993 Treasury Regulations.

The computation of the yield reduction amount, included in this report, covers the period from May 28, 2023 (the “End of the Temporary Period”) through May 28, 2025 (the “Installment Computation Date”). The period from the End of the Temporary Period of the Obligations to the Installment Computation Date is hereinafter referred to as the “Installment Yield Reduction Period.”

In order to determine the yield reduction amount for the Installment Yield Reduction Period, we were provided with all information regarding the issuance of the Obligations and the investment of the gross proceeds, as well as other information as deemed necessary under the circumstances. We did not perform any procedures to test the accuracy of the information provided to us. Certain information and definitions used in preparing the attached schedules are described in the Summary of Computational Information.

Based upon the computations included in this report, the yield reduction amount for the above-defined Yield Reduction Payment Period is summarized as follows:

Summary of Rebatable Arbitrage (see separate Arbitrage Rebate Report):

Actual Interest Earnings	\$	328,061.20
Allowable Interest Earnings at Bond Yield	\$	215,777.80
Cumulative Rebatable Arbitrage (net of allowable rebate credits)	\$	<u>112,283.40</u>

Summary of Yield Reduction Amount:

Actual Interest Earnings	\$	163,085.03
Allowable Interest Earnings at Materially Higher Yield	\$	46,962.12
Cumulative Yield Reduction	\$	<u>116,122.91</u>

Summary of Total Yield Reduction Payment:

Total Yield Reduction Payment Due

(yield reduction amount greater than rebate amount)	\$	116,122.91
Plus: Late Payment Interest [pursuant to §1.148-3(h)(2)]	\$	623.13
Total Payment Due	\$	<u><u>116,746.04</u></u>

Payment Due Date:

Thursday, August 28, 2025

The yield reduction amount was determined using the provisions of the 1993 Treasury Regulations Section 1.148 [T.D. 8476]. These regulations may be revised or replaced and, accordingly, the computations contained in this report may be subject to modification in order to comply with the revised regulations, if any, when issued. The terms of our engagement are such that we have no obligation to update the results of this report for events occurring or information coming to our attention subsequent to the date of this report.

We appreciate this opportunity to serve you. If you have any questions regarding the computations contained in this report, please do not hesitate to contact us.

Sincerely,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC.



Brian Helming

SUMMARY OF COMPUTATIONAL INFORMATION

CITY OF TOLLESON, ARIZONA

COMPUTATIONAL INFORMATION:

1. The following information was used to compute the debt service requirements and yield on the Obligations for the Computation Period:

Dated Date:	May 28, 2020
Delivery Date:	May 28, 2020
First Coupon Date:	January 1, 2021

2. Principal amounts, interest rates, and reoffering prices are as shown in the section entitled “Computation of Yield on the Obligations.” The target used for computing the yield on the Obligations was as follows:

Issue price to the public	<u>\$6,905,054.45</u>
Target	<u><u>\$6,905,054.45</u></u>

3. Computations of yield are based upon a 360-day year and semiannual compounding.
4. The yield used in computing the Yield Reduction Amount was the yield on the Obligations, increased by one-eighth of one percent (the “Materially Higher Yield”).
5. The value of any fixed rate investments outstanding on the Computation Date was determined by calculating the present value of future receipts on the Computation Date using the purchased yield on the investments. The value of variable rate investments outstanding on the Computation Date was determined by using the investment’s fair market value on that date. Premiums and discounts from the purchase of securities are treated as an adjustment to actual interest earned when the investment matures or is sold. Gains and losses from the sale of securities are treated as an adjustment to actual interest earned during the Computation Period.
6. The purchase price of investments is assumed to be at their fair market value, representing an arm’s-length transaction which did not result in an abusive arbitrage device by reducing the rebate amount required to be paid to the United States. The purchase price is also assumed to exclude all costs which are not qualified administrative costs.
7. At the direction of the Issuer, the Interest and Sinking Fund is a bona fide debt service fund. or purposes of computing the amount of Rebatable Arbitrage, the bona fide debt service fund is exempt, in accordance with the IRC §148(f) and was not included in the computation.

SUMMARY OF COMPUTATIONAL INFORMATION (continued)

CITY OF TOLLESON, ARIZONA

8. On May 28, 2020, the Obligations were used to refund the following Bonds (the “Refunded Bonds”):

Refunded Bonds	Maturities Refunded	Call Date	Amount Refunded
Series 2006	7/1/2021	7/1/2020	\$550,000
Series 2009A	7/1/2021 – 7/1/2029	7/1/2020	\$2,155,000

An escrow was established with proceeds of the Obligations to pay principal and interest requirements of the Refunded Bonds. For purposes of calculating Rebatale Arbitrage on the Obligations, a portion of the remaining proceeds of the Refunded Bonds transfer to the Obligations as the escrow retires principal of the Refunded Bonds. There are no transferred proceeds with respect to the Obligations because all of the proceeds of the Refunded Bonds have been expended prior to the date on which amounts are disbursed from the Escrow Fund to pay principal of the Refunded Bonds.

9. Per the Certificate Relating to Federal Tax Matters, page 3, the current refunding proceeds were held uninvested until July 1, 2020, when they were used to pay the redemption price of the Refunded Bonds. As a result, the current refunding escrow was not included in the calculation.
10. Pursuant to Treasury Regulation §1.148-2(a), certain proceeds qualified for an original temporary period and could be invested in higher yielding investments without causing bonds in the issue to be arbitrage bonds. At the end of the temporary period, these proceeds will be restricted to a yield materially higher than the yield on the bonds, or will qualify for a yield reduction payment in accordance with Treasury Regulation §1.148-5(c). Through the Computation Period, these proceeds are yielding higher than the yield on the bonds.
11. Under IRC §148(e), a bond of an issue is not an arbitrage bond solely because of the investment in higher yielding investments of gross proceeds of the issue in an amount not exceeding the lesser of 5% of the sale proceeds of the issue or \$100,000. The portion of the yield restricted amount that is not in excess of \$100,000 qualifies for the minor portion and was not included in calculating the yield restriction liability.
12. Pursuant to Treasury Regulation §1.148-2(e)(6) investment proceeds qualify for a one-year temporary period beginning on the date of receipt.

SUMMARY OF COMPUTATIONAL INFORMATION (continued)

CITY OF TOLLESON, ARIZONA

DEFINITIONS:

13. **Yield:** That yield, which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation during the Computation Period, produces an amount equal to, in the case of the Obligations, the initial offering price to the public, and in the case of the investments, the fair market value on the date the investment becomes a nonpurpose investment.
14. **Allowable Earnings:** The amount which would have been earned if all investments had been invested at a rate equal to the yield on the Obligations.
15. **Excess Earnings:** The excess of actual investment earnings over the allowable earnings.
16. **Materially Higher Yield:** Pursuant to Treasury Regulation §1.148-2(d), the yield on investments is materially higher than the yield on the issue to which the investments are allocated if the yield on the investments over the term of the issue exceeds the yield on the issue by an amount in excess of the applicable definition of materially higher set forth below:

General rule for purpose and nonpurpose investments: For purpose and nonpurpose investments, materially higher means one-eighth of 1 percentage point.

\$6,485,000.00
City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Debt Service Schedule

Page 1 of 1

Date	Principal	Coupon	Interest	Total P+I
01/01/2021	-	-	118,104.06	118,104.06
07/01/2021	1,435,000.00	4.000%	99,806.25	1,534,806.25
01/01/2022	-	-	71,106.25	71,106.25
07/01/2022	505,000.00	4.000%	71,106.25	576,106.25
01/01/2023	-	-	61,006.25	61,006.25
07/01/2023	535,000.00	2.000%	61,006.25	596,006.25
01/01/2024	-	-	55,656.25	55,656.25
07/01/2024	545,000.00	4.000%	55,656.25	600,656.25
01/01/2025	-	-	44,756.25	44,756.25
07/01/2025	570,000.00	2.000%	44,756.25	614,756.25
01/01/2026	-	-	39,056.25	39,056.25
07/01/2026	590,000.00	4.000%	39,056.25	629,056.25
01/01/2027	-	-	27,256.25	27,256.25
07/01/2027	620,000.00	3.000%	27,256.25	647,256.25
01/01/2028	-	-	17,956.25	17,956.25
07/01/2028	645,000.00	2.000%	17,956.25	662,956.25
01/01/2029	-	-	11,506.25	11,506.25
07/01/2029	655,000.00	1.750%	11,506.25	666,506.25
01/01/2030	-	-	5,775.00	5,775.00
07/01/2030	385,000.00	3.000%	5,775.00	390,775.00
Total	\$6,485,000.00	-	\$886,060.31	\$7,371,060.31

Yield Statistics

Accrued Interest from 05/28/2020 to 05/28/2020	\$0.00
Bond Yield for Arbitrage Purposes	1.37681200%
Weighted Average Maturity	5.037 Years

\$6,485,000.00
City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Pricing Summary

Page 1 of 1

Type of Bond		Issuance					
<u>Maturity</u>		<u>Coupon</u>	<u>Yield</u>	<u>Value</u>	<u>Maturity Value</u>	<u>Price</u>	<u>DollarPrice</u>
07/01/2021	Serial	4.000%	0.750%	1,435,000.00	1,435,000.00	103.526%	1,485,598.10
07/01/2022	Serial	4.000%	0.900%	505,000.00	505,000.00	106.408%	537,360.40
07/01/2023	Serial	2.000%	1.000%	535,000.00	535,000.00	103.036%	551,242.60
07/01/2024	Serial	4.000%	1.140%	545,000.00	545,000.00	111.400%	607,130.00
07/01/2025	Serial	2.000%	1.270%	570,000.00	570,000.00	103.587%	590,445.90
07/01/2026	Serial	4.000%	1.350%	590,000.00	590,000.00	115.445%	681,125.50
07/01/2027	Serial	3.000%	1.450%	620,000.00	620,000.00	110.409%	684,535.80
07/01/2028	Serial	2.000%	1.510%	645,000.00	645,000.00	103.718%	668,981.10
07/01/2029	Serial	1.750%	1.560%	655,000.00	655,000.00	101.604%	665,506.20
07/01/2030	Serial	3.000%	1.650%	385,000.00	385,000.00	112.501%	433,128.85
Total	-	-	-	\$6,485,000.00	\$6,485,000.00	- -	\$6,905,054.45

Bid Information

Par Amount of Bonds	\$6,485,000.00
Reoffering Premium or (Discount)	\$420,054.45
Gross Production	\$6,905,054.45
Accrued Interest from 05/28/2020 to 05/28/2020	\$0.00
Total Purchase Price	\$6,905,054.45

\$ 6,485,000.00
City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Proof of Bond Yield @ 1.3768120%

Page 1 of 1

Date	Cashflow	PV Factor	Present Value	Cumulative PV
01/01/2021	118,104.06	0.9919146x	117,149.15	117,149.15
07/01/2021	1,534,806.25	0.9851329x	1,511,988.17	1,629,137.31
01/01/2022	71,106.25	0.9783976x	69,570.18	1,698,707.50
07/01/2022	576,106.25	0.9717083x	559,807.21	2,258,514.71
01/01/2023	61,006.25	0.9650647x	58,874.98	2,317,389.69
07/01/2023	596,006.25	0.9584666x	571,252.07	2,888,641.75
01/01/2024	55,656.25	0.9519135x	52,979.94	2,941,621.69
07/01/2024	600,656.25	0.9454053x	567,863.61	3,509,485.30
01/01/2025	44,756.25	0.9389416x	42,023.50	3,551,508.81
07/01/2025	614,756.25	0.9325220x	573,273.76	4,124,782.57
01/01/2026	39,056.25	0.9261464x	36,171.81	4,160,954.37
07/01/2026	629,056.25	0.9198143x	578,614.96	4,739,569.33
01/01/2027	27,256.25	0.9135256x	24,899.28	4,764,468.61
07/01/2027	647,256.25	0.9072798x	587,242.53	5,351,711.14
01/01/2028	17,956.25	0.9010767x	16,179.96	5,367,891.10
07/01/2028	662,956.25	0.8949161x	593,290.21	5,961,181.31
01/01/2029	11,506.25	0.8887976x	10,226.73	5,971,408.04
07/01/2029	666,506.25	0.8827208x	588,338.96	6,559,747.00
01/01/2030	5,775.00	0.8766857x	5,062.86	6,564,809.86
07/01/2030	390,775.00	0.8706918x	340,244.59	6,905,054.45
Total	\$7,371,060.31	-	6,905,054.45	-

Derivation Of Target Amount

Par Amount of Bonds	\$6,485,000.00
Reoffering Premium or (Discount)	420,054.45
Accrued Interest from 05/28/2020 to 05/28/2020	0.00
Bond Insurance Premium	0.00
Original Issue Proceeds	\$6,905,054.45

Issue Number: 2567-003

City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Purchase Date: 05/28/2023	Description: GL (0061) - 05.28.25	Yield:	5.0401%	Record:	3
Maturity Date: 05/28/2025	Type: Activity	IRS Yield:	5.0401%	Fund:	2
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>		
05/28/2023	0.00	(16,728.11)	(16,728.11)	\$0.00	
05/28/2023	(4,120,140.88)	(15,953.50)	(4,136,094.38)	\$4,120,140.88	
05/31/2023	(16,728.11)	16,728.11	0.00	\$4,136,868.99	
06/29/2023	(17,662.80)	17,662.80	0.00	\$4,154,531.79	
07/20/2023	(17,417.41)	17,417.41	0.00	\$4,171,949.20	
08/01/2023	489,715.35	0.00	489,715.35	\$3,682,233.85	
08/14/2023	3,682,233.86	0.00	3,682,233.86	(\$0.01)	
08/21/2023	(16,221.36)	16,221.36	0.00	\$16,221.35	
08/21/2023	(3,682,233.86)	0.00	(3,682,233.86)	\$3,698,455.21	
10/02/2023	(16,298.73)	16,298.73	0.00	\$3,714,753.94	
10/23/2023	(16,394.86)	16,394.86	0.00	\$3,731,148.80	
10/23/2023	595,647.78	0.00	595,647.78	\$3,135,501.02	
11/27/2023	(14,365.66)	14,365.66	0.00	\$3,149,866.68	
12/20/2023	(14,036.10)	14,036.10	0.00	\$3,163,902.78	
01/05/2024	297,065.83	0.00	297,065.83	\$2,866,836.95	
01/25/2024	(15,698.95)	15,698.95	0.00	\$2,882,535.90	
02/20/2024	(13,209.18)	13,209.18	0.00	\$2,895,745.08	
03/20/2024	(12,347.02)	12,347.02	0.00	\$2,908,092.10	
04/17/2024	(13,207.21)	13,207.21	0.00	\$2,921,299.31	
05/01/2024	178,759.00	0.00	178,759.00	\$2,742,540.31	
05/30/2024	(12,048.99)	12,048.99	0.00	\$2,754,589.30	
06/13/2024	(12,517.77)	12,517.77	0.00	\$2,767,107.07	
06/20/2024	359,441.93	0.00	359,441.93	\$2,407,665.14	
07/01/2024	(767.01)	767.01	0.00	\$2,408,432.15	
07/03/2024	2,233,901.90	0.00	2,233,901.90	\$174,530.25	
07/31/2024	(794.47)	794.47	0.00	\$175,324.72	
08/31/2024	(793.41)	793.41	0.00	\$176,118.13	
09/30/2024	(751.79)	751.79	0.00	\$176,869.92	
10/31/2024	(737.01)	737.01	0.00	\$177,606.93	
11/30/2024	(685.53)	685.53	0.00	\$178,292.46	
12/31/2024	(689.82)	689.82	0.00	\$178,982.28	
01/31/2025	(674.07)	674.07	0.00	\$179,656.35	
02/28/2025	(602.54)	602.54	0.00	\$180,258.89	
03/31/2025	(662.70)	662.70	0.00	\$180,921.59	
04/29/2025	(662.70)	662.70	0.00	\$181,584.29	
04/30/2025	662.70	(662.70)	0.00	\$180,921.59	
04/30/2025	(643.13)	643.13	0.00	\$181,564.72	
05/28/2025	181,564.72	585.12	182,149.84	\$0.00	
Totals	0.00	183,859.14	183,859.14		

Issue Number: 2567-003

City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Purchase Date: 05/28/2023	Description: Minor Portion Adjust - 5.28.25	Yield:	5.7223%	Record:	4
Maturity Date: 05/28/2025	Type: Activity	IRS Yield:	5.7223%	Fund:	2
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>		
05/28/2023	100,000.00	0.00	100,000.00	(\$100,000.00)	
05/31/2023	0.00	(404.37)	(404.37)	(\$100,000.00)	
06/30/2023	0.00	(425.15)	(425.15)	(\$100,000.00)	
07/31/2023	0.00	(417.49)	(417.49)	(\$100,000.00)	
08/14/2023	(100,000.00)	0.00	(100,000.00)	\$0.00	
08/21/2023	100,000.00	0.00	100,000.00	(\$100,000.00)	
08/31/2023	0.00	(438.60)	(438.60)	(\$100,000.00)	
10/31/2023	0.00	(1,042.69)	(1,042.69)	(\$100,000.00)	
11/30/2023	0.00	(456.07)	(456.07)	(\$100,000.00)	
12/31/2023	0.00	(443.63)	(443.63)	(\$100,000.00)	
01/31/2024	0.00	(544.62)	(544.62)	(\$100,000.00)	
02/29/2024	0.00	(456.16)	(456.16)	(\$100,000.00)	
03/31/2024	0.00	(424.57)	(424.57)	(\$100,000.00)	
04/30/2024	0.00	(452.10)	(452.10)	(\$100,000.00)	
05/31/2024	0.00	(437.42)	(437.42)	(\$100,000.00)	
06/30/2024	0.00	(519.91)	(519.91)	(\$100,000.00)	
07/03/2024	(100,000.00)	0.00	(100,000.00)	\$0.00	
07/20/2024	17,417.41	0.00	17,417.41	(\$17,417.41)	
07/31/2024	0.00	(155.12)	(155.12)	(\$17,417.41)	
08/21/2024	16,221.36	0.00	16,221.36	(\$33,638.77)	
08/31/2024	0.00	(151.54)	(151.54)	(\$33,638.77)	
09/30/2024	0.00	(142.98)	(142.98)	(\$33,638.77)	
10/02/2024	16,298.73	0.00	16,298.73	(\$49,937.50)	
10/23/2024	16,394.86	0.00	16,394.86	(\$66,332.36)	
10/31/2024	0.00	(275.26)	(275.26)	(\$66,332.36)	
11/27/2024	14,365.66	0.00	14,365.66	(\$80,698.02)	
11/30/2024	0.00	(310.28)	(310.28)	(\$80,698.02)	
12/20/2024	14,036.10	0.00	14,036.10	(\$94,734.12)	
12/31/2024	0.00	(365.12)	(365.12)	(\$94,734.12)	
01/25/2025	5,265.88	0.00	5,265.88	(\$100,000.00)	
01/31/2025	0.00	(375.20)	(375.20)	(\$100,000.00)	
02/28/2025	0.00	(334.26)	(334.26)	(\$100,000.00)	
03/31/2025	0.00	(366.29)	(366.29)	(\$100,000.00)	
04/30/2025	0.00	(354.22)	(354.22)	(\$100,000.00)	
05/28/2025	0.00	(322.26)	(322.26)	(\$100,000.00)	
05/28/2025	(100,000.00)	0.00	(100,000.00)	\$0.00	
Totals	0.00	(9,615.31)	(9,615.31)		

Issue Number: 2567-003

City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Purchase Date: 05/31/2023	Description: Invst Proceeds Adjust - 5.28.25	Yield:	5.3428%	Record:	5
Maturity Date: 05/28/2025	Type: Activity	IRS Yield:	5.3428%	Fund:	2
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>		
05/31/2023	16,728.11	0.00	16,728.11	(\$16,728.11)	
06/29/2023	17,662.80	0.00	17,662.80	(\$34,390.91)	
06/30/2023	0.00	(73.93)	(73.93)	(\$34,390.91)	
07/20/2023	17,417.41	0.00	17,417.41	(\$51,808.32)	
07/31/2023	0.00	(169.84)	(169.84)	(\$51,808.32)	
08/21/2023	16,221.36	0.00	16,221.36	(\$68,029.68)	
08/31/2023	0.00	(322.20)	(322.20)	(\$68,029.68)	
10/02/2023	16,298.73	0.00	16,298.73	(\$84,328.41)	
10/23/2023	16,394.86	0.00	16,394.86	(\$100,723.27)	
10/31/2023	0.00	(802.69)	(802.69)	(\$100,723.27)	
11/27/2023	14,365.66	0.00	14,365.66	(\$115,088.93)	
11/30/2023	0.00	(467.84)	(467.84)	(\$115,088.93)	
12/20/2023	14,036.10	0.00	14,036.10	(\$129,125.03)	
12/31/2023	0.00	(534.20)	(534.20)	(\$129,125.03)	
01/25/2024	15,698.95	0.00	15,698.95	(\$144,823.98)	
01/31/2024	0.00	(711.10)	(711.10)	(\$144,823.98)	
02/20/2024	13,209.18	0.00	13,209.18	(\$158,033.16)	
02/29/2024	0.00	(681.47)	(681.47)	(\$158,033.16)	
03/20/2024	12,347.02	0.00	12,347.02	(\$170,380.18)	
03/31/2024	0.00	(691.46)	(691.46)	(\$170,380.18)	
04/17/2024	13,207.21	0.00	13,207.21	(\$183,587.39)	
04/30/2024	0.00	(798.21)	(798.21)	(\$183,587.39)	
05/30/2024	12,048.99	0.00	12,048.99	(\$195,636.38)	
05/31/2024	(16,728.11)	(806.46)	(17,534.57)	(\$178,908.27)	
06/13/2024	12,517.77	0.00	12,517.77	(\$191,426.04)	
06/29/2024	(17,662.80)	0.00	(17,662.80)	(\$173,763.24)	
06/30/2024	0.00	(878.53)	(878.53)	(\$173,763.24)	
07/01/2024	767.01	0.00	767.01	(\$174,530.25)	
07/20/2024	(17,417.41)	0.00	(17,417.41)	(\$157,112.84)	
07/31/2024	794.47	0.00	794.47	(\$157,907.31)	
07/31/2024	0.00	(672.75)	(672.75)	(\$157,907.31)	
08/21/2024	(16,221.36)	0.00	(16,221.36)	(\$141,685.95)	
08/31/2024	793.41	0.00	793.41	(\$142,479.36)	
08/31/2024	0.00	(690.91)	(690.91)	(\$142,479.36)	
09/30/2024	751.79	0.00	751.79	(\$143,231.15)	
09/30/2024	0.00	(608.20)	(608.20)	(\$143,231.15)	
10/02/2024	(16,298.73)	0.00	(16,298.73)	(\$126,932.42)	
10/23/2024	(16,394.86)	0.00	(16,394.86)	(\$110,537.56)	
10/31/2024	737.01	0.00	737.01	(\$111,274.57)	
10/31/2024	0.00	(515.67)	(515.67)	(\$111,274.57)	
11/27/2024	(14,365.66)	0.00	(14,365.66)	(\$96,908.91)	
11/30/2024	685.53	0.00	685.53	(\$97,594.44)	
11/30/2024	0.00	(423.95)	(423.95)	(\$97,594.44)	
12/20/2024	(14,036.10)	0.00	(14,036.10)	(\$83,558.34)	
12/31/2024	689.82	0.00	689.82	(\$84,248.16)	

Issue Number: 2567-003

City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Purchase Date: 05/31/2023	Description: Invst Proceeds Adjst - 5.28.25	Yield:	5.3428%	Record:	5
Maturity Date: 05/28/2025	Type: Activity	IRS Yield:	5.3428%	Fund:	2
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>		
12/31/2024	0.00	(358.33)	(358.33)	(\$84,248.16)	
01/25/2025	(15,698.95)	0.00	(15,698.95)	(\$68,549.21)	
01/31/2025	674.07	0.00	674.07	(\$69,223.28)	
01/31/2025	0.00	(305.85)	(305.85)	(\$69,223.28)	
02/20/2025	(13,209.18)	0.00	(13,209.18)	(\$56,014.10)	
02/28/2025	602.54	0.00	602.54	(\$56,616.64)	
02/28/2025	0.00	(219.51)	(219.51)	(\$56,616.64)	
03/20/2025	(12,347.02)	0.00	(12,347.02)	(\$44,269.62)	
03/31/2025	662.70	0.00	662.70	(\$44,932.32)	
03/31/2025	0.00	(192.04)	(192.04)	(\$44,932.32)	
04/17/2025	(13,207.21)	0.00	(13,207.21)	(\$31,725.11)	
04/29/2025	662.70	0.00	662.70	(\$32,387.81)	
04/30/2025	(19.57)	0.00	(19.57)	(\$32,368.24)	
04/30/2025	0.00	(139.44)	(139.44)	(\$32,368.24)	
05/28/2025	585.12	(94.22)	490.90	(\$32,953.36)	
05/28/2025	(32,953.36)	0.00	(32,953.36)	\$0.00	
Totals	0.00	(11,158.80)	(11,158.80)		

City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Summary of Taxable Transactions

Issue Number: 2567-003

Calculation Date: 05/28/2025 Annual Compoundings: 2 Calc Basis: 30/360 Portfolio Yield: 4.987028%

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>PV Factor</u>	<u>Present Value</u>	<u>Principal Balance</u>
05/28/2023	(4,020,140.88)	(32,681.61)	(4,052,822.49)	1.0000000	(4,052,822.49)	4,020,140.88
05/31/2023	0.00	16,323.74	16,323.74	0.9995896	16,317.04	4,020,140.88
06/29/2023	0.00	17,662.80	17,662.80	0.9957673	17,588.04	4,020,140.88
06/30/2023	0.00	(499.08)	(499.08)	0.9956310	(496.90)	4,020,140.88
07/20/2023	0.00	17,417.41	17,417.41	0.9929101	17,293.92	4,020,140.88
07/31/2023	0.00	(587.33)	(587.33)	0.9914168	(582.29)	4,020,140.88
08/01/2023	489,715.35	0.00	489,715.35	0.9914168	485,512.02	3,530,425.53
08/14/2023	3,582,233.86	0.00	3,582,233.86	0.9896548	3,545,175.06	(51,808.33)
08/21/2023	(3,582,233.86)	16,221.36	(3,566,012.50)	0.9887074	(3,525,742.91)	3,530,425.53
08/31/2023	0.00	(760.80)	(760.80)	0.9873555	(751.18)	3,530,425.53
10/02/2023	0.00	16,298.73	16,298.73	0.9831762	16,024.52	3,530,425.53
10/23/2023	595,647.78	16,394.86	612,042.64	0.9803552	600,019.19	2,934,777.75
10/31/2023	0.00	(1,845.38)	(1,845.38)	0.9792827	(1,807.15)	2,934,777.75
11/27/2023	0.00	14,365.66	14,365.66	0.9758050	14,018.08	2,934,777.75
11/30/2023	0.00	(923.91)	(923.91)	0.9754045	(901.19)	2,934,777.75
12/20/2023	0.00	14,036.10	14,036.10	0.9727389	13,653.46	2,934,777.75
12/31/2023	0.00	(977.83)	(977.83)	0.9712759	(949.74)	2,934,777.75
01/05/2024	297,065.83	0.00	297,065.83	0.9707444	288,375.00	2,637,711.92
01/25/2024	0.00	15,698.95	15,698.95	0.9680915	15,198.02	2,637,711.92
01/31/2024	0.00	(1,255.72)	(1,255.72)	0.9672971	(1,214.65)	2,637,711.92
02/20/2024	0.00	13,209.18	13,209.18	0.9647856	12,744.03	2,637,711.92
02/29/2024	0.00	(1,137.63)	(1,137.63)	0.9635982	(1,096.22)	2,637,711.92
03/20/2024	0.00	12,347.02	12,347.02	0.9608334	11,863.43	2,637,711.92
03/31/2024	0.00	(1,116.03)	(1,116.03)	0.9593883	(1,070.71)	2,637,711.92
04/17/2024	0.00	13,207.21	13,207.21	0.9572902	12,643.13	2,637,711.92
04/30/2024	0.00	(1,250.31)	(1,250.31)	0.9555889	(1,194.78)	2,637,711.92
05/01/2024	178,759.00	0.00	178,759.00	0.9554582	170,796.75	2,458,952.92
05/30/2024	0.00	12,048.99	12,048.99	0.9516744	11,466.72	2,458,952.92
05/31/2024	(16,728.11)	(1,243.88)	(17,971.99)	0.9515442	(17,101.14)	2,475,681.03
06/13/2024	0.00	12,517.77	12,517.77	0.9499831	11,891.67	2,475,681.03
06/20/2024	359,441.93	0.00	359,441.93	0.9490736	341,136.85	2,116,239.10
06/29/2024	(17,662.80)	0.00	(17,662.80)	0.9479056	(16,742.67)	2,133,901.90
06/30/2024	0.00	(1,398.44)	(1,398.44)	0.9477759	(1,325.41)	2,133,901.90
07/01/2024	0.00	767.01	767.01	0.9476462	726.85	2,133,901.90
07/03/2024	2,133,901.90	0.00	2,133,901.90	0.9473869	2,021,630.75	0.00

City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Summary of Taxable Transactions

Issue Number: 2567-003

Calculation Date: 05/28/2025 Annual Compoundings: 2 Calc Basis: 30/360 Portfolio Yield: 4.987028%

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>PV Factor</u>	<u>Present Value</u>	<u>Principal Balance</u>
07/20/2024	0.00	0.00	0.00	0.9451857	0.00	0.00
07/31/2024	0.00	(33.40)	(33.40)	0.9437642	(31.52)	0.00
08/21/2024	0.00	0.00	0.00	0.9411850	0.00	0.00
08/31/2024	0.00	(49.04)	(49.04)	0.9398981	(46.09)	0.00
09/30/2024	0.00	0.61	0.61	0.9361759	0.57	0.00
10/02/2024	0.00	0.00	0.00	0.9359197	0.00	0.00
10/23/2024	0.00	0.00	0.00	0.9332343	0.00	0.00
10/31/2024	0.00	(53.92)	(53.92)	0.9322133	(50.26)	0.00
11/27/2024	0.00	0.00	0.00	0.9289028	0.00	0.00
11/30/2024	0.00	(48.70)	(48.70)	0.9285216	(45.22)	0.00
12/20/2024	0.00	0.00	0.00	0.9259841	0.00	0.00
12/31/2024	0.00	(33.63)	(33.63)	0.9245914	(31.09)	0.00
01/25/2025	(10,433.07)	0.00	(10,433.07)	0.9215601	(9,614.70)	10,433.07
01/31/2025	0.00	(6.98)	(6.98)	0.9208038	(6.43)	10,433.07
02/20/2025	(13,209.18)	0.00	(13,209.18)	0.9184130	(12,131.48)	23,642.25
02/28/2025	0.00	48.77	48.77	0.9174083	44.74	23,642.25
03/20/2025	(12,347.02)	0.00	(12,347.02)	0.9146508	(11,293.21)	35,989.27
03/31/2025	0.00	104.37	104.37	0.9132752	95.32	35,989.27
04/17/2025	(13,207.21)	0.00	(13,207.21)	0.9112780	(12,035.44)	49,196.48
04/29/2025	0.00	662.70	662.70	0.9097829	602.91	49,196.48
04/30/2025	0.00	(513.23)	(513.23)	0.9096584	(466.86)	49,196.48
05/28/2025	49,196.48	168.64	49,365.12	0.9061800	44,733.68	0.00
Totals	0.00	163,085.03	163,085.03		0.00	

City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Calculation of Actual and Allowable Earnings

Issue Number: 2567-003

Calculation Date:	05/28/2025	Annual Compoundings:	2	Calc Basis:	30/360	Bond Yield:	1.501812%
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>FV Factor</u>	<u>Future Value At Allowable Yield</u>		
05/28/2023	(4,020,140.88)	(32,681.61)	(4,052,822.49)	1.0303763	(4,175,932.05)		
05/31/2023	0.00	16,323.74	16,323.74	1.0302906	16,818.20		
06/29/2023	0.00	17,662.80	17,662.80	1.0290496	18,175.90		
06/30/2023	0.00	(499.08)	(499.08)	1.0290068	(513.56)		
07/20/2023	0.00	17,417.41	17,417.41	1.0281518	17,907.74		
07/31/2023	0.00	(587.33)	(587.33)	1.0277246	(603.61)		
08/01/2023	489,715.35	0.00	489,715.35	1.0276819	503,271.60		
08/14/2023	3,582,233.86	0.00	3,582,233.86	1.0271268	3,679,408.38		
08/21/2023	(3,582,233.86)	16,221.36	(3,566,012.50)	1.0268280	(3,661,681.54)		
08/31/2023	0.00	(760.80)	(760.80)	1.0264440	(780.92)		
10/02/2023	0.00	16,298.73	16,298.73	1.0250798	16,707.50		
10/23/2023	595,647.78	16,394.86	612,042.64	1.0241855	626,845.20		
10/31/2023	0.00	(1,845.38)	(1,845.38)	1.0238876	(1,889.46)		
11/27/2023	0.00	14,365.66	14,365.66	1.0227393	14,692.32		
11/30/2023	0.00	(923.91)	(923.91)	1.0226118	(944.80)		
12/20/2023	0.00	14,036.10	14,036.10	1.0217621	14,341.55		
12/31/2023	0.00	(977.83)	(977.83)	1.0213375	(998.69)		
01/05/2024	297,065.83	0.00	297,065.83	1.0211253	303,341.44		
01/25/2024	0.00	15,698.95	15,698.95	1.0202769	16,017.28		
01/31/2024	0.00	(1,255.72)	(1,255.72)	1.0200649	(1,280.92)		
02/20/2024	0.00	13,209.18	13,209.18	1.0192173	13,463.03		
02/29/2024	0.00	(1,137.63)	(1,137.63)	1.0187938	(1,159.01)		
03/20/2024	0.00	12,347.02	12,347.02	1.0179473	12,568.62		
03/31/2024	0.00	(1,116.03)	(1,116.03)	1.0175243	(1,135.59)		
04/17/2024	0.00	13,207.21	13,207.21	1.0168057	13,429.17		
04/30/2024	0.00	(1,250.31)	(1,250.31)	1.0162565	(1,270.64)		
05/01/2024	178,759.00	0.00	178,759.00	1.0162142	181,657.44		
05/30/2024	0.00	12,048.99	12,048.99	1.0149901	12,229.61		
05/31/2024	(16,728.11)	(1,243.88)	(17,971.99)	1.0149901	(18,241.39)		
06/13/2024	0.00	12,517.77	12,517.77	1.0144419	12,698.55		
06/20/2024	359,441.93	0.00	359,441.93	1.0141468	364,526.88		
06/29/2024	(17,662.80)	0.00	(17,662.80)	1.0137675	(17,905.97)		
06/30/2024	0.00	(1,398.44)	(1,398.44)	1.0137254	(1,417.63)		
07/01/2024	0.00	767.01	767.01	1.0136833	777.51		
07/03/2024	2,133,901.90	0.00	2,133,901.90	1.0135990	2,162,920.86		

Rebate Actual And Allowable Earnings

City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Calculation of Actual and Allowable Earnings

Issue Number: 2567-003

Calculation Date: 05/28/2025 Annual Compoundings: 2 Calc Basis: 30/360 Bond Yield: 1.501812%

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>FV Factor</u>	<u>Future Value At Allowable Yield</u>
07/20/2024	0.00	0.00	0.00	1.0128831	0.00
07/31/2024	0.00	(33.40)	(33.40)	1.0124622	(33.82)
08/21/2024	0.00	0.00	0.00	1.0115790	0.00
08/31/2024	0.00	(49.04)	(49.04)	1.0112007	(49.59)
09/30/2024	0.00	0.61	0.61	1.0099406	0.62
10/02/2024	0.00	0.00	0.00	1.0098567	0.00
10/23/2024	0.00	0.00	0.00	1.0089757	0.00
10/31/2024	0.00	(53.92)	(53.92)	1.0086822	(54.39)
11/27/2024	0.00	0.00	0.00	1.0075509	0.00
11/30/2024	0.00	(48.70)	(48.70)	1.0074253	(49.06)
12/20/2024	0.00	0.00	0.00	1.0065883	0.00
12/31/2024	0.00	(33.63)	(33.63)	1.0061700	(33.84)
01/25/2025	(10,433.07)	0.00	(10,433.07)	1.0051251	(10,486.54)
01/31/2025	0.00	(6.98)	(6.98)	1.0049163	(7.01)
02/20/2025	(13,209.18)	0.00	(13,209.18)	1.0040813	(13,263.09)
02/28/2025	0.00	48.77	48.77	1.0036641	48.95
03/20/2025	(12,347.02)	0.00	(12,347.02)	1.0028302	(12,381.96)
03/31/2025	0.00	104.37	104.37	1.0024135	104.62
04/17/2025	(13,207.21)	0.00	(13,207.21)	1.0017055	(13,229.73)
04/29/2025	0.00	662.70	662.70	1.0012060	663.50
04/30/2025	0.00	(513.23)	(513.23)	1.0011644	(513.83)
05/28/2025	49,196.48	168.64	49,365.12	1.0000000	49,365.12
Totals	0.00	163,085.03	163,085.03		116,122.91

Summary of Rebatable Arbitrage:

Actual Interest Earnings	163,085.03
Allowable Interest Earnings	46,962.12
Cumulative Rebatable Arbitrage	116,122.91

Investment Recap
City of Tolleson, Arizona
General Obligation and General Obligation Refunding Bonds,
Series 2020

Issue: 2567003
Bond Yield: 1.501812%
Start Date:
Calc Date: 5/28/2025

Fund:		2 Yield Restricted Fund					
Inv Nbr	Type	Description	Purchase Date	Total Interest	YTM	IRS Actual Yield	Rebate
3	101	GL (0061) - 05.28.25	05/28/2023	183,859.14	5.04015	5.04015	131,412.27
4	101	Minor Portion Adjst - 5.28.25	05/28/2023	(9,615.31)	5.72238	5.72238	(7,176.29)
5	101	Invst Proceeds Adjst - 5.28.25	05/31/2023	(11,158.80)	5.34287	5.34287	(8,113.07)
		Total for Fund:		163,085.03			116,122.91
		Total for Issue:		\$163,085.03			\$116,122.91



CITY COUNCIL REPORT

SUBJECT: Third Amendment to Shamrock Foods Company Cooperative Purchasing Agreement
MEETING DATE: August 26, 2025

TO: Mayor and Council
FROM: George Good , Chief of Social Impact
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Human Services Department is requesting approval of the Third Amendment to the Cooperative Purchasing Agreement with Shamrock Foods Company to continue the purchase of food, fresh produce, and cafeteria supplies through June 30, 2026, and to increase the annual compensation cap.

BACKGROUND:

The City of Tolleson originally entered into a Cooperative Purchasing Agreement with Shamrock Foods Company on May 24, 2022, based on the Mohave Educational Services Cooperative Contract No. 21O-SFC-0701 dated July 1, 2021. The Agreement enables the City to purchase food, fresh produce, and related cafeteria supplies to support Human Services programs. The initial term has been previously extended and modified through two prior amendments.

DISCUSSION:

The Third Amendment to the Cooperative Purchasing Agreement extends the term of the Agreement through June 30, 2026. It also increases the annual aggregate not-to-exceed compensation from \$133,000 to \$177,500. In addition, this amendment includes the addition of new products and incorporates statutorily required terms into the Agreement. These updates ensure that the City's Human Services Department can continue to procure food and cafeteria supplies efficiently through a reliable vendor that has been selected via a cooperative purchasing process, which complies with procurement regulations and supports program continuity.

BUDGET IMPACT:

Sufficient funds have been allocated in the Human Services Department's operating budget to support the increased annual expenditure not to exceed \$177,500.

RECOMMENDATION:

Staff recommends that the City Council approve the Third Amendment to the Cooperative Purchasing Agreement with Shamrock Foods Company.

ATTACHMENTS:

1. 08 26 25 HS - Third Amendment to CPA - Shamrock Foods Company - End Date 06 30 26

**AMENDMENT NO. 3 TO THE
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SHAMROCK FOODS COMPANY**

THIS AMENDMENT NUMBER 3 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Shamrock Foods Company, an Arizona corporation, (the “Contractor”), (collectively, “the parties”). This Amendment shall be effective on the last signature date set forth below.

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

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement dated May 24, 2022 (the “Agreement”) based upon the Mohave Educational Services Cooperative Contract No. 21O-SFC-0701 dated July 1, 2021 (the “Cooperative Contract”) to provide food, fresh product, and related cafeteria supplies (“Products”). The terms of the Agreement and the Cooperative Contract are incorporated herein by reference.

B. The City has determined that additional Products are necessary and desires to extend the term of the Agreement and to add statutorily required terms to the Agreement.

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

AGREEMENT

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

1. The parties agree to amend the Term and Compensation of the Agreement as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect ~~until~~ for an extended term of ~~June 30, 2023 June 30, 2024 June 30, 2025~~ **June 30, 2026** (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

3. Compensation. The City shall pay the Contractor for the Term, if any, an annual aggregate amount not to exceed ~~\$133,000.00~~ **\$177,500.00** for Additional Products.

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

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

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

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

SHAMROCK FOODS COMPANY,
an Arizona corporation,

By: _____

Date

Name: _____

Title: _____

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

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

SHAMROCK FOODS COMPANY,
an Arizona corporation,

By: _____

Name: Jeff Peitzmeier

7/21/25
Date

Title: Senior Vice President, National Accounts & Systems



5/30/2025

**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Mary Darroch
Shamrock Foods Company
3900 East Camelback Rd Ste 300
Phoenix, AZ 85018

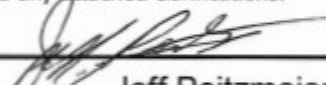
RE: Contract # 210-SFC-0701 modification of contract through an extension of contract is made by, and between, Shamrock Foods Company and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 210-SFC-0701 for a period of one (1) year, beginning 7/1/2025. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Shamrock Foods Company agrees to provide products or prices as per 210-0106.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title Senior VP National Accounts, Shamrock Foods
Typed/Printed Name Jeff Peitzmeier Date 6/3/25

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.


Michael Carter, CPPB, NIGP-CPP
Contracts Manager
Mohave Educational Services Cooperative, Inc.
211 N 7th St | Kingman, AZ 86401
Phone 928-718-3222 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 7/1/2025, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 7/1/2025, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 7/1/2025 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Fixed; zone pricing. Please confirm the following regarding pricing under your contract:

____ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 7/1/2026.

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

☒ We are requesting a price modification. A price list/catalog will be submitted by 6/1/25. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Shamrock Foods Company
3900 East Camelback Rd Ste 300
Phoenix, AZ 85018

Remit to: Shamrock Foods Company
Accounts Receivable
PO Box 933534
Atlanta, GA 31193-3534

Member Contact: Tami Hitt Wyant
Contract Administrator: Mary Darroch
Phone Number: 520-888-9664
Fax Number: 602-605-3636

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Shamrock Foods is a broad line Food Service Distributor that offers an extensive variety of products that include: dry and frozen groceries, dairy products, fresh and frozen seafood and meat, fresh produce, dietary offerings and beverages. In addition, Shamrock also provides non-foods and supplies. Shamrock Foods stocks National Branded products, as well as exclusive Shamrock Brands. With Shamrock's buying power and the collective volume of cases that ASPIN/Mohave Members purchase, Mohave Members are insured to receive the most competitive pricing in Arizona for any segment of food service. Service area covers the State of Arizona. As the contract vendor for the ASPIN Food and Related Supplies Contract, we service all markets including large metropolitan zones of Phoenix and Tucson and the remote rural areas of Arizona. Shamrock Foods is a family owned company that began in Tucson, Arizona in 1922. Shamrock's commitment to the goal of customer satisfaction is: to deliver the right products, at the right price, at the right time.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at mike@mesc.org or phone 928-718-3204.



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2615 - Tohono O’odham Nation Intergovernmental Agreement

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Police Department is requesting approval of an Intergovernmental Agreement with the Tohono O’odham Nation and adoption of Resolution No. 2615 to provide police dispatch, property, and records management services for the Nation’s Police Department at the West Valley Casino and Resort.

BACKGROUND:

Arizona Revised Statutes §§ 11-952 and 13-3872 authorize public agencies to enter into intergovernmental agreements for joint or cooperative actions. The Tohono O’odham Nation has requested to contract with the City of Tolleson to provide essential police support services at the West Valley Casino and Resort, which is under the jurisdiction of the Nation’s Police Department.

DISCUSSION:

The Intergovernmental Agreement formalizes the provision of police dispatch services, records management, and property and evidence administration by the City of Tolleson to the Tohono O’odham Nation. The initial term of the agreement will begin on October 1, 2024, and continue through September 30, 2025. It will automatically renew for two additional years unless either party provides notice of non-renewal. Renewal is contingent upon the Nation providing written notice of available funding by March 31 of the preceding fiscal year.

Tolleson will dispatch officers from the Nation or their subcontractors in response to calls for service originating from the West Valley Casino and Resort. In addition to dispatch, the City will manage records related to police reports written by Nation officers and provide property and evidence services, including the collection, storage, chain-of-custody tracking, and destruction of relevant materials. The City will also support crime information systems access and compliance as the designated Holder of Record for the National Crime Information Center (NCIC) and Arizona Criminal Justice Information System (ACJIS), pursuant to a required agreement.

The agreement establishes a cost allocation framework whereby the Nation is responsible for 9% of the total annual cost of Police Department dispatch services. For fiscal year 2025, this results in a service cost of \$299,463.52, payable in quarterly installments. The agreement also outlines procedures for equipment, staffing, training, scheduled system downtimes, and data sharing protocols, ensuring a secure and cooperative operating relationship between both agencies.

BUDGET IMPACT:

There is no negative budget impact to the City of Tolleson. All service costs provided under the agreement will be fully reimbursed by the Tohono O’odham Nation, in accordance with the terms of the Intergovernmental Agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the Intergovernmental Agreement with the Tohono O’odham Nation and adopt Resolution No. 2615.

ATTACHMENTS:

1. Res 2615 Tohono O’odham Nation IGA for Police Dispatch Services and Administration 08 26 25

RESOLUTION NO. 2615

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE TOHONO O'ODHAM NATION FOR POLICE DISPATCH, PROPERTY, AND RECORDS MANAGEMENT SERVICES AT THE WEST VALLEY CASINO AND RESORT, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING THAT THE AGREEMENT SHALL BE EFFECTIVE UPON ITS EXECUTION.

WHEREAS, A.R.S. §§ 11-952 and 13-3872 et seq. authorize public agencies to enter into intergovernmental agreements for joint or cooperative action;

WHEREAS, the Tohono O'odham Nation desires to contract with the City of Tolleson to provide police dispatch, property, and records management services for the Nation's Police Department at the West Valley Casino and Resort; and

WHEREAS, the Mayor and Council find that the approval of the Intergovernmental Agreement (the "Agreement") is in the best interest of the citizens of Tolleson and serves a valid public purpose.

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 of Tolleson and the Tohono O'odham Nation for police dispatch, property, and records management services at the West Valley Casino and Resort is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to 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 26th day of August, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2615

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOHONO O'ODHAM
NATION AND THE CITY OF TOLLESON FOR POLICE DISPATCH SERVICES AND
ADMINISTRATION**

This Intergovernmental Agreement (this "Agreement") is entered into between the City of Tolleson, an Arizona municipal corporation ("Tolleson"), and the Tohono O'odham Nation, a federally recognized Indian Tribe (the "Nation"), for the purpose of providing dispatch and property and records management services for the Nation's Police Department at the West Valley Casino and Resort.

Whereas, both parties are authorized by A.R.S. § 11-952 and A.R.S. § 13-3872 *et. seq.* to enter into this Agreement; and

Whereas, the Nation desires to contract with Tolleson to provide dispatch and property and records management services for the Nation's Police Department at the West Valley Casino and Resort; and

Whereas, Tolleson can provide the requested services in exchange for compensation from the Nation; and

Whereas, the Parties desire to provide police dispatch and property and records management services more effectively by participating in this Agreement.

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tolleson and the Nation hereby agree as follows:

AGREEMENT

1. **Term of Agreement.** The initial term of this Agreement shall be from October 1, 2024 through September 30, 2025 (the "Initial Term") and shall automatically renew itself annually for a period of two (2) years upon the first day of October of each year if the Nation provides Tolleson written notice, no later than March 31, of funding availability for the following fiscal year.
2. **Purpose and Intent.** The purpose of this Agreement is for Tolleson to provide dispatch, property, and records management services for the Nation's Police Department at West Valley Casino and Resort.
 - 2.1. **Records Management Services.** Tolleson will provide records management services for the Nation which will only include housing and dissemination of the reports that are written by the Nation's Officers and subcontracted Officers working at the West Valley Casino and Resort.

- 2.2. Property and Evidence Services. Tolleson will provide onsite collection of the Nation's Police Department at the West Valley Casino and Resort property including evidence items, items awaiting lab testing, dangerous found property items (e.g., drugs and guns) items to be destroyed, safekeeping items and evidentiary items related to the Nation Police Department operations, not housed at the West Valley Casino and Resort or by the Nation Police Department at their main location. Tolleson will also input and track all chain of custody records from the time of pick up by the Tolleson Police Property and Evidence Custodian. Tolleson will provide drop off/pick up of items to/from the DPS crime lab. Tolleson will provide training to the Nation's Police Department officers at the West Valley Casino and Resort in proper packaging techniques for DPS lab submissions, safe handling procedures and packaging guidelines for Tolleson Police storage. Tolleson will hold and eventually destroy items such as drug paraphernalia and drugs in accordance with Tolleson Police Department practices and procedures.
- 2.3. Software Access. Tolleson will provide the Nation access to and use of Tolleson's police records management system however, the Nation shall be responsible for obtaining their own licenses, purchasing of modules, and paying annual software maintenance costs.
- 2.4. Dispatch Services. Tolleson shall provide Dispatch Services by dispatching appropriate Nation Police Department units or subcontracted Officers working at the West Valley Casino and Resort upon receipt and identification of a call. Tolleson also shall provide Crime Information Services by entering, validating, and providing clearance information for the National Crime Information Center and the Arizona Criminal Justice Information System under the Nation's originating agency identifier for information requested as a result of the Dispatch Services. Programming of Nation police radios will be done by their subcontractor in accordance with the radio plans of the Nation.
- 2.4.1. The City of Tolleson is responsible for the administration of the Arizona Criminal Justice Information System ("ACJIS") record files in connection with providing the dispatch services by Tolleson on behalf of the Nation (Document required Exhibit B)
3. **Scheduled downtime.** Tolleson, through the Communications Center located at 8350 West Van Buren, Tolleson, Arizona, 85353, shall be responsible for providing E-9-1-1 and non-emergency call answering communications and dispatch services pursuant to this Agreement. The Communication Center is operated as a division of the City of Tolleson Police Department. Except as otherwise agreed to, Tolleson shall retain exclusive authority over the Communication Center. Tolleson agrees to provide the Nation with forty-eight (48) hours' notice of any department scheduled downtime of its communications and case management systems.

4. **Procedures and Protocols.** The Nation and Tolleson will work together to develop and revise police dispatch procedures and protocols. The parties agree to meet quarterly to accomplish this purpose. Programming of Nation police radios will be done by their subcontractor in accordance with the radio plans of the Nation and in compliance with Regional Wireless Cooperative (RWC). The parties further acknowledge that they shall be individually responsible for their respective mobile and portable radios and programming, fees, assessments. Whenever a vehicle or portable radio is added to the RWC for the Nation to be used with Tolleson communications the monthly RWC subscription fees will be added to the quarterly invoice immediately following implementation.
5. **Personnel.** The Chief of the Tolleson Police Department shall use his reasonable discretion to determine the number of personnel to be hired and needed at any given time in order to properly provide the Nation necessary services twenty-four (24) hours a day, seven (7) days a week. Tolleson shall be responsible for hiring and training all personnel deemed necessary by the Chief of the Tolleson Police Department to serve the dispatch needs of the Nation. The personnel shall be employees of the City of Tolleson subject to all City of Tolleson rules and regulations under the direction of the Tolleson Police Department. Tolleson shall also provide training to the Nation staff and new hires as may be needed with respect to the operation of the dispatch and case management systems.
6. **Costs.** In consideration of the services provided by Tolleson, the Nation shall pay Tolleson the amount set forth on Exhibit "A", which will be the annual fee beginning with execution of the contract and continuing through the 30th day of September, 2025.
7. **Increases:** As part of its annual budget process, the Nation shall appropriate sufficient funds to cover the annual fee under this Agreement. The Nation agrees that updates may be made to the annual fee each year. In order to plan for the annual fee, Tolleson shall notify the Nation of the updated annual fee for the following fiscal year on or before March 31 of the current fiscal year. The Nation shall pay Tolleson the updated annual fee beginning on the 1st day of October and continuing through the 30th day of September, for each fiscal year of service until June 2025. The annual fee for each renewal year shall be increased by the greater of five percent (5%) per year or the actual cost attributable to the provision of services under this Agreement, as determined by Tolleson. In addition, should the two parties hereafter agree in writing, Tolleson shall provide, and the Nation shall pay for the proportional costs of providing any additional personnel required to comply with Section 3. Any additional personnel required to provide service under this Agreement shall commence employment on the next renewal date. The method of allocating proportional costs for additional dispatch personnel shall be based on each entity's respective calls for service.

8. **Payment.** Upon execution of this Agreement, the Nation shall pay Tolleson an amount equal to twenty-five percent (25%) of the total annual fee and shall make the same twenty-five percent (25%) payment on or about the first day of every third month. All start-up costs shall be paid upon invoice by Tolleson.
9. **Grants.** The Parties shall support efforts to apply for and receive Federal and State Grants. In the event of termination of this Agreement, all rights to and interest in Federal and State grants shall revert to the Party that applied for and received the grant, unless otherwise set forth by the terms of the applicable grant.
10. **Equipment.** The Nation shall purchase or otherwise provide all equipment necessary to provide personnel of the Nation with the ability to communicate with the Tolleson Communications Center. Equipment required for personnel of the Nation to communicate would include items such as handheld and portable radios, Mobile Data Computers (MDC), remote access equipment/server, switches, and firewall and microwave link. Tolleson will work with the Nation to allow the Nation Police MDC remote access to its network and Record Management System (RMS). In the event the Nation does not acquire and/or provide the necessary initial equipment, Tolleson will be under no obligation to provide communications and dispatch services to the Nation and may terminate this Agreement sixty (60) days after notifying the Nation of such initial equipment deficiency. During such sixty (60) days, Tolleson is not required to provide any service dependent upon such equipment nor supply the missing initial equipment itself.
 - 10.1. The Nation shall be responsible for maintaining in good working order and repairing all initial equipment purchased or provided by the Nation. In the event that any initial equipment purchased or provided by the Nation is damaged, lost, stolen or no longer operative, the Nation will be responsible for the expense for replacement, repair, or reimbursement. Nothing herein shall relieve either party from their responsibility to provide their own equipment for receiving communications and their own equipment for sending communications.
 - 10.2. Tolleson shall have the discretion to upgrade any of the equipment/software associated with providing services under this Agreement. In the event that Tolleson elects to upgrade the equipment, The Nation shall reimburse Tolleson for the cost to upgrade the Nation's equipment in the same manner and time as Tolleson. If the Nation does not have funds to reimburse Tolleson in its current budget, the Nation shall include the reimbursement cost in its next budget to reimburse Tolleson. In the event of a significant capital upgrade (costing more than \$100,000), Tolleson shall provide the Nation with at least eighteen (18) months prior notice of such upgrade, or immediately upon notice from a communications service or equipment provider if such upgrade must occur within eighteen (18) months.
11. The Nation shall be responsible for complying with ACJIS certification through the Arizona Department of Public Safety.

12. **No Obligation to Respond.** Nothing in this Agreement is intended and shall not be construed to require the Tolleson police department to respond to calls for emergencies or provide law enforcement services for events that occur in the West Valley Casino and Resort or the Nation. Notwithstanding the foregoing Tolleson will render assistance in accordance with State statute and City of Tolleson Police Department Policies and Procedures.
13. **Hold Harmless and Indemnification.** Tolleson agrees to indemnify, defend and hold harmless, the Nation and its officers, directors, employees, agents, and affiliates (collectively "the Indemnitees") from and against any and all claims, demands, actions, judgments, costs, and expenses, including costs of defense, incurred by any of the indemnities caused by or arising from the negligence, gross negligence, or intentional misconduct of Tolleson, its officers, directors, employees, agents, or contractors. In claims against any Indemnatee, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable. This section shall apply regardless of whether or not Tolleson's insurance policies are determined to be applicable to the claim, demand, damage, injury, liability, loss, cost, or expense.
14. To the extent permitted by law each Party (an "Indemnitor") shall indemnify, hold harmless, and defend the other party (the "Indemnified Parties") against all claims and lawsuits resulting from any claim, demand, cost, or judgment made against the Indemnified Party to the extent arising from any negligent, reckless, or intentional act or omission by any of the Indemnitor's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.
15. The Parties further agree that they are not joint employers for the purpose of workers' compensation coverage and that any Party's employee assigned by a Party to do work under this Agreement shall remain an employee of such Party.
16. **Insurance.** The Parties mutually agree to provide for their respective financial responsibilities with respect to liability arising out of this Agreement through either the purchase of insurance or the provision of a self-funded insurance program. The Parties shall be fully responsible for any workers' compensation claims made by an individual determined to be an employee of that Party.
17. **Dispute Resolution.** Any material dispute under this Agreement should be decided by a neutral party. Tolleson Chief of Police shall have authority to decide and resolve disputes of a routine nature, including but not limited to disputes regarding scheduling, internal processes, etc.
18. **Termination.** Either party may terminate this Agreement on the renewal date or for convenience upon one hundred eighty (180) days prior written notice to the other party. Either party may terminate this Agreement for breach upon providing thirty (30) days written notice to the other party.

19. **Notice.** Any notice required to be given under this Agreement will be provided by mail to:

If to Tolleson: City of Tolleson
9055 West Van Buren Street
Tolleson, Arizona 85353
Attn: Crystal Zamora, City Clerk
tolleson.cityclerk@tolleson.az.gov

With a copy to Tohono O'odham Nation
P.O. Box 830
Sells, Arizona 85634
Attn: Police Chief

20. **Conflict of interest.** No member, official or employee of any of the Parties may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511. Each Party warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than the costs set forth herein and normal costs of conducting business and costs of professional services.

21. **General Provisions.** There will be no additional charge for administrative fees other than as identified in "Exhibit A".

21.1. The Parties and their respective Councils shall not unreasonably withhold appropriate authority to fund this Agreement. Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and or governing bodies of the respective Parties. However, in the event that a party fails to appropriate funds to effectuate this Agreement, this Agreement shall terminate at the end of appropriated fiscal year.

21.2. No individual member, official or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach under the terms of this Agreement.

21.3. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default will not operate as a waiver of any default or of any such rights or remedies or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

21.4. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will

not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

21.5. Pursuant to A.R.S. § 41-4401, the Parties mutually warrant that they are in compliance with and further acknowledge that:

21.5.1. They and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401 and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer;

21.5.2. Nothing herein shall make any contractor or subcontractor an agent or employee of either of the contracting governmental entities.

21.6. The captions contained in this Agreement are merely a reference and are not to be used to constitute or limit the text.

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

21.7.1. Nothing in this Agreement shall be viewed as an express or implied waiver of either party's sovereign immunity.

22. **Confidential Information**

22.1. Defined. The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence:

22.1.1.i.

(a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each Recipient shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Both parties acknowledge that either party may be required to release information under requests made under the provisions of law.

23. **Standard of Care.** Tolleson shall protect the deliverables resulting from services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Tolleson utilizes for its own Confidential Information.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A

CITY OF TOLLESON

Summary of Annual Costs - FY 2025 - PROPOSAL
Tohono O'odham Nation - Police Department Support Services

Account Title	Updated Amount
51001 Wages - Full Time	\$ 1,307,000.00
51003 Wages - Overtime	\$ 130,000.00
51032 Cell Phone Allowance	\$ 1,000.00
52001 FICA Tax	\$ 88,000.00
52002 Medicare Tax	\$ 20,800.00
52003 Arizona State Retirement	\$ 150,000.00
52004 ASRS Long Term Disability	\$ 2,100.00
52010 Deferred Comp	\$ 12,200.00
52030 Health Insurance	\$ 327,000.00
52031 Dental Insurance	\$ 16,000.00
52032 Life Insurance	\$ 2,400.00
52033 Vision Insurance	\$ 2,000.00
52035 Short Term Disability	\$ 3,000.00
52050 Workers Compensation	\$ 4,200.00
53002 Professional Services	\$ 197,000.00
53003 Maintenance Services	\$ 4,500.00
53050 Electricity	\$ 54,500.00
53054 Phone Service	\$ 7,500.00
53101 Supplies	\$ 4,000.00
53104 Dues and Subscriptions	\$ 22,000.00
53106 Apparel	\$ 3,500.00
53299 Misc Expenses	\$ 1,500.00
53401 Travel Expense	\$ 4,000.00
53402 Food and Meals	\$ 8,000.00
53403 Registration	\$ 3,000.00
53411 Employee Development	\$ 5,000.00
Total Budget	\$ 2,380,200.00
Tohono Allocation %	9.00%
Property Investigation Salary	\$ 85,245.52
Tohono Allocation Costs	\$ 299,463.52

EXHIBIT B
Required document
ARIZONA CRIMINAL JUSTICE INFORMATION
SYSTEM HOLDER OF RECORD AGREEMENT

Between the
TOLLESON POLICE DEPARTMENT
This agency hereinafter shall be known as "Holder of Record" and
TOHONO O'ODHAM NATION
This agency hereinafter shall be known as
"Owner of Record"

The National Crime Information Center (NCIC) and the Arizona Criminal Justice Information System (ACTIS) are computerized information systems established as a service to all criminal justice agencies. The goal of the NCIC and ACJIS is to assist the criminal justice community in performing its duties by providing and maintaining computerized information systems of accurate and timely criminal justice information. The use of these systems obligates participating agencies to abide by the established policies and procedures regarding such use. NCIC and ACJIS require:

1. Any agency that has investigative authority and jurisdiction and has an NCIC-assigned Originating Agency Identifier (ORI) must enter records into NCIC/ACTIS as soon as reasonably possible after minimum information is available.
2. Every agency that enters records destined for NCIC or ACJIS must assure that hit confirmation is available for all records, except III records (records from criminal history checks), 24 hours a day either at that agency or through a written agreement with another agency, at its location. "Hit confirmation" means the process of confirming a positive match from the ACIC/NCIC database before taking action on a person or property identified in the record.
3. An originating agency must, within ten minutes for requests, designate urgent or within one hour for requests designated as routine, furnish to any agency requesting confirmation of information entered into ACIC/NCIC, a response indicating a positive or negative confirmation or a notice of the specific amount of time necessary to confirm or reject.

Holder of Record is:

☒ A 24-hour terminal agency

Owner of Record is:

☒ A non-terminal 24-hour agency

 A terminal non-24-hour agency

 A non-terminal/non-24-hour agency

Holder of Record is a criminal justice agency with the assigned NCIC ORI of **AZ0073100**.

Owner of Record is a criminal justice agency with the assigned NCIC ORI of **AZ0101200**.

Both agencies agree to abide by all rules, procedures, and policies of the NCIC or the Federal Bureau of Investigation (FBI) and ACJIS under the authority of A.R.S. §§ 41-1750 and 41- 1751 and the International Justice and Public Safety Information Sharing Network (Nlets), and are subject to the terms and conditions listed below:

TERMS AND CONDITIONS

3.1 **Purpose of Agreement.** The purpose of this Agreement is to establish responsibility for records entered into NCIC/ACJIS by the Holder of Record under its NCIC-assigned ORI on behalf of the Owner of Record. As they relate to records entered for the Owner of Record, the Holder of Record assumes the following responsibilities:

- Responsibility for data entry.
- Responsibility for documentation.
- Responsibility for cancellation and modification of entries.
- Responsibility for timeliness of entries, cancellations, and modifications.
- Responsibility for his confirmation.
- Responsibility for validation of entries.

3.2 **Rules.** The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage, or dissemination of criminal justice information and criminal history record information; with all rules, procedures, and policies adopted by the FBI CJIS Advisory Policy Board (APB) with regard to information furnished through the FBI NCIC program; and with all rules, policies and procedures contained in the ACJIS and NCIC Operating Manuals, CJIS Security Policy; Title 28, Code of Federal Regulations, Part 20; and with all rules, policies and procedures of the Arizona Law Enforcement Telecommunications System (Alerts)/International Justice and Public Safety Information Sharing Network (Nlets) for ACJIS/NCIC policies unless otherwise provided. The user has the burden of giving notice of the requirements of all the above-named rules and regulations to its employees and the other agencies or individuals to whom the user might disseminate information derived pursuant to this Agreement.

3.3 **Secondary Dissemination.** Both agencies agree to assume full responsibility and full liability for the release of criminal history record information and/or criminal justice information. The parties acknowledge that unlawful use of criminal history information and/or criminal justice information, as defined in A.R.S. § 41-1756, is a class 6 felony.

3.4 Sanctions

- **Cancellation.** This Agreement shall remain in effect unless terminated by either agency. Either the Holder of Record or Owner of Record may, upon 30 days written notice of the other agency and to the DPS, cancel this Agreement. Each agency reserves the right to terminate this Agreement with or without notice upon determining that the other agency has violated any law, rule, or regulation concerning criminal justice information or violated the terms of this Agreement. Termination shall not negate the obligation of either agency to maintain records entered under this Agreement to ensure their accuracy and timeliness.
- **Suspension of Service.** The Arizona Department of Public Safety (DPS), as the CJIS Systems Agency (CSA), reserves the right to suspend telecommunications service to the Holder of Record named herein, likewise the Holder of Record reserves the right to suspend telecommunications service to the Owner of Record when any rules, policies, or procedures of NCIC, ACJIS, or Nlets have been violated. The DPS will review circumstances surrounding the suspension or termination of the Agreement and make a final decision relative to further continued agency participation in ACJIS.

3.5 **Indemnification.** To the extent permitted by law, both the Holder of Record and the Owner of Record agree to indemnify and save harmless the DPS, its Director and employees from and against any and all claims, demands, suits, and proceedings by others and against all liability to others for the use or misuse by the USER of any information provided to the USER pursuant to this Agreement. This paragraph does not apply to other Arizona state agencies who are covered by the Arizona Department of Administration.



CITY COUNCIL REPORT

SUBJECT: Second Amendment to the Adaptive Architects Professional Services Agreement

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting the approval of the Second Amendment to the Professional Services Agreement between the City of Tolleson and Adaptive Architects, Inc. for professional services related to architectural design for the Tolleson Aquatics Center. The amendment extends the term of the agreement and establishes a new annual aggregate compensation amount for additional services.

BACKGROUND:

The City of Tolleson originally entered into a Professional Services Agreement with Adaptive Architects, Inc. on December 13, 2022, to provide architectural design services for the future Tolleson Aquatics Center. The agreement was previously amended to accommodate expanding project needs. As the design approaches completion, designer input and services will be needed during construction.

DISCUSSION:

While under construction, the design team will assist City staff with shop drawing review, request for information (RFI) responses/reviews, special inspections, and other design-related questions. The Second Amendment extends the term of the existing agreement from June 30, 2025, to June 30, 2026. The estimated cost of these services is \$182,300. This cost is based on estimated involvement in the construction process. These continued services are essential to maintaining project continuity and ensuring that the construction reflects the expectations of the design process. The amendment also updates the City Attorney's notice address. All other provisions of the original agreement remain unchanged and in full effect.

BUDGET IMPACT:

Funding for the additional services is available in the approved Development Services Department budget. The not-to-exceed amount of \$182,300 has already been accounted for, and no further fiscal impact is expected with this amendment.

RECOMMENDATION:

Staff recommends that the City Council approve the Second Amendment to the Professional Services Agreement with Adaptive Architects, Inc.

ATTACHMENTS:

1. 08 26 25 DS - Second Amendment to PSA - Adaptive Architects Inc. - End Date 06 30 26
2. Tolleson Aquatic CA

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF TOLLESON
AND
ADAPTIVE ARCHITECTS, INC.**

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Adaptive Architects, Inc., an Arizona corporation, (the “Consultant”), (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

A. The City entered into a Professional Services Agreement on December 13, 2022, as amended (collectively, the “Agreement”) with the Consultant for professional services related to architectural design services (the “Services”). The terms of the Agreement are incorporated herein by reference.

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

AGREEMENT

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

1. The parties agree to amend the Paragraph 1 Term of the Agreement as follows:

1. Term of Agreement. This Agreement is retroactively extended and shall be effective as of the date first set forth above and shall remain in full force and effect until ~~June 30, 2025~~ **June 30, 2026**.

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

3. Compensation. ~~The City shall increase the total compensation by \$125,000 for Additional Services. The City shall pay Architect~~ **Consultant** a price not to exceed ~~\$832,419.00~~ **\$182,300** for Additional Services **under this Agreement. This not-to-exceed amount covers all Services provided during the period from the effective date of the Agreement through June 30, 2026.**

3. The parties agree to amend Pierce Coleman PLLC notice address in Paragraph 14.14 of the Agreement as follows:

With copy to: Pierce Coleman PLLC
~~7730 E. Greenway Road, Suite 105~~
17851 N. 85TH STREET, SUITE 175
Scottsdale, Arizona ~~85260~~**85255**.
Attn: Justin Pierce, City Attorney

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE.]

[REMAINDER OF PAGE TO REMAIN BLANK]

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Consultant”

ADAPTIVE ARCHITECTS, INC.,
an Arizona corporation

By: _____
Name: _____
Title: _____

Date



April 22, 2025

Mr. Chris Hamilton P.E.
City of Tolleson
City Engineer
9555 W. Van Buren Street
Tolleson, AZ 85353



City of Tolleson
Tolleson Aquatic Center
Construction Administration Services

This letter formulates **Adaptive Architects Inc.** (Adaptive) understanding of the scope and compensation for the work on the above referenced project. This letter may serve as an exhibit to the contract between the City of Tolleson and Adaptive Architects Inc. or as agreed/amended.

General Description

The site is approximately 7.5 acres on Van Buren Street and west of 83rd avenue. The Adaptive Architects' team have completed construction documents for the new City of Tolleson Aquatic facility. The scope of work is for construction administration services during construction of the new facility. The approximate construction duration is 16 months. Adaptive will retain the original design team to perform the following services:

- Shop drawing review and processing per discipline.
- Request for Information (RFI) responses with limited drawing/document changes related to RFI's.
- Three project site visits during construction as expended for Civil, Landscape Architect, MPE Engineers and structural engineers.
- Special Structural Inspectiions by the engineer of record.
- Pool designers will provide specific site visits as it relates to the pool shell.
- Punch list creation and follow up review for each discipline.
- Architect will attend all virtual Owner/Architect/Contractor (OAC) meetings and up to two site visits per month (averaged over the construction duration).

Compensation

J2 Engineering and Environmental Design	\$24,958
Aquatic Design International	\$16,500
Arizona Pinnacle Engineering	\$26,770
Caruso Turley Scott	\$11,725
Caruso Turley Scott Special Structural Engineering	\$18,095
Adaptive Architects	<u>\$84,250</u>
Total	\$182,298

See attached back-up for additional information.



Schedule

Coincides with construction contract as determined.

Excluded Services

1. Creation of OAC Meeting Minutes.
2. Material testing services.
3. As built or record drawings.
4. Geotechnical reports or Geotech services during construction.

Sincerely,

Vincent P. Di Bella AIA, CSI

Vincent P. Di Bella

Adaptive Architects Inc.

Principal Architect

		Total
Consultant		
CTS		\$29,820
J2		\$24,958
ADI		\$16,500
AZPE		\$26,770
Adaptive		\$84,250
Total		\$182,298



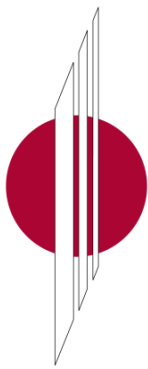
Tolleson Aquatic Adaptive Fee Summary Construction Administration

Phase	Shop	RFI	OAC	ASI	Total
Rate	Hrs per phase				
\$180					\$0
\$145	50	60	100	40	\$36,250
\$135					\$0
\$120	140	100	100	60	\$48,000
\$120					\$0
\$100					\$0
Total					\$84,250
Total Hrs	0	190	160	200	100
					650

Adaptive Hourly Rates

Principal	\$180
Project Architect	\$145
Project Manager 1	\$135
Project Manager 2	\$120
BIM Specialist 1	\$120
BIM Specialist 2	\$100





**CARUSO
TURLEY
SCOTT**
structural
engineers

**STRUCTURAL
SOLUTIONS**

PARTNERS

Sandra Herd, SE, PE, LEED AP
Thomas Morris, SE, PE, LEED AP
Richard Dahlmann, SE, PE
Troy Turley, SE, PE, LEED AP
Brady Notbohm, SE, PE
Craig Porter, SE, PE
Ron Kuklish, SE, PE

**PROFESSIONAL
REGISTRATION**

All 50 States
Washington D.C.
Puerto Rico

1215 W. Rio Salado Pkwy.
Suite 200
Tempe, AZ 85281
480.774.1700
www.ctsaz.com

April 10, 2025

Mr. Vincent Di Bella
ADAPTIVE ARCHITECTS
160 W. University Drive, Suite #2
Mesa, AZ 85201
480.655.0633
vince@adaptivearchitectsinc.com

RE: Tolleson Aquatic Center – Construction Administration
8400 W. Van Buren St.
Tolleson, AZ
CTS Job No: 23-0039-93

Dear Mr. Di Bella:

This will confirm our fee to provide structural engineering and drafting services as required for the following Construction Administration scope for the above-referenced project:

1. Shop drawing review and processing.
2. RFI responses and a limited amount of document changes related to RFIs.
3. Punch list creation and follow up as required.
4. Special structural inspections are included in this fee. See below.
5. 3 engineering site visits during construction are included in this fee.
6. An allowance for Owner changes that require document changes during construction is included in this fee.

Our **Basic Services** for the base scope of work will be billed Hourly-Not-To-Exceed as follows:

STRUCTURAL ENGINEERING AND DRAFTING FEES:					
Phase:	Partner \$200/hr.	Project Engineer \$140/hr.	Project Drafter \$105/hr.	Special Structural Inspector \$105/hr.	Total
Construction Administration:	5 hrs. = \$1,000.00	46 hrs. = \$6,440.00	15 hrs. = \$1,575.00	N/A	\$9,015.00
Allowance for limited CA Changes:	2 hrs. = \$400.00	12 hrs. = \$1,680.00	6 hrs. = \$630.00	N/A	\$2,710.00
Special Structural Inspections:	N/A	10 hrs. = \$1,400.00	N/A	159 hrs. = \$16,695.00	\$18,095.00
Fee Total:					\$29,820.00

Basic Services will be limited to the construction administration above scope. Redesign and field repair engineering would be considered outside the scope of basic services.

Special Structural Inspection Services will be invoiced hourly based on time expended against an anticipated budget estimate of Eighteen Thousand Ninety-Five Dollars (\$18,095.00). A maximum of 39 site visits and 159 hours is anticipated but is contingent upon the contractor's scheduling, phasing, weather, and construction methods. This budget estimate is provided as a courtesy to the Owner for budgeting purposes, however the final cost of Structural Inspections will be based on the actual hours expended. Charges are for actual services provided; therefore, if fewer trips or hours are required, or more than one type of inspection can be combined during a single trip, charges will be adjusted up or down accordingly. Notification will be provided if it appears that the anticipated inspection amount is to be exceeded. The inspection budget estimate shall also be adjusted for phased or interrupted construction or for a change in building construction type. After the design phase, the inspection budget estimate will be reviewed to verify the original scope assumptions and the budget will be adjusted accordingly if necessary. Saturday, Sunday, and Holiday inspections will be billed at our regular hourly rates x 1.5. Inspection fees exclude mileage which will be billed at the current Federal business per mile allowance rate. The anticipated inspection budget is based on the number of site visits and hours noted above. The anticipated inspection budget excludes additional services for re-inspection of incomplete work, time spent inspecting repair type conditions (epoxy grouting for example), time spent waiting for late concrete and grout and/or time spent going to an inspection, which was cancelled without timely notification to this office. In the event of an unexpected rise in fuel costs, Caruso Turley Scott reserves the right to include a fuel surcharge.

In rendering professional services Caruso Turley Scott (CTS) shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from

CLIENT INFORMATION:

CLIENT PROJECT NO.

PROJECT MANAGER

OTHER



the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential coordination and value-added items. It is recommended that final bids not be taken until city review comments and coordination comments have been incorporated. If documents are bid prior to city and coordination comments, the owner assumes the risk for associated additional costs. Client agrees that the liability of CTS, its agents, and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors, and/or omissions of CTS, its agents, and/or employees is limited to the total fees actually paid by the Client to CTS for services rendered by CTS hereunder. CTS maintains a current professional liability insurance policy. As a consultant we shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities.

Payments for Services as described above shall be made upon the presentation of the Engineer's invoice based on time expended.

This proposal is valid for 120 days from the date of issuance. After 120 days, please contact our office for updated fees. **If this contract meets with your approval, please sign, date and e-mail (MMcClinton@ctsaz.com) back to our office for authorization to proceed.**

Respectfully Submitted:

CARUSO TURLEY SCOTT INC.

Kelly Robertson, SE, PE
Senior Project Manager
480.774.1748 Direct
KRobertson@ctsaz.com

Accepted By:

ADAPTIVE ARCHITECTS

Name: _____

Title: _____

Date: _____



April 21, 2025

Vincent Di Bella, AIA, CSI
Architect Principal
Adaptive Architects
160 W. University Drive, Suite #2
Mesa, AZ 85201

Re: Tolleson Aquatic Center Post Design

Dear Mr. Di Bella,

J2 Engineering and Environmental Design LLC (J2 Design) is pleased to submit this post design proposal for the Tolleson Aquatic Center Improvements.

Thank you for including the J2 Team on this important project; we are excited to begin the post design phase of the project and to continue our outstanding working relationship with Adaptive Architects and the City of Tolleson. Please do not hesitate to call with any questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey T. Velasquez'.

Jeffrey Velasquez, PLA, ASLA
Principal
J2 Engineering and Environmental Design, LLC
jvelasquez@j2design.us



City of Tolleson | Tolleson Aquatic Center

J2 Scope of Services

Post Design Phase

Task 100 – Post Design Support

J2's staff will review shop drawings; review, respond, and coordinate requests for information (RFI); and prepare architect's supplemental information (ASI) on an as-needed basis. We are anticipating at a minimum the following submittals to be reviewed:

- Decomposed granite materials and associated items
- Concrete mix designs and associated civil elements
- Site furnishings (benches, perforated metal screen fencing, trash receptacles)
- Irrigation components
- Stamped, Colored Asphalt submittal and mock-up
- Artificial Turf submittal and inspection

It is assumed that each submittal/shop drawing will have no more than two (2) reviews for each submittal package. This equates to an initial review of the submittal/shop drawing and a second review after any requested corrections or updates have been made.

J2 staff will attend three (3) site visits each for civil, landscape, and irrigation elements. Time will include travel to and from the site, and a summary of items.

Pre-Final and Final Walk Through

J2 will attend one (1) pre-final walk-through with the City and the contractor and develop a punch list of items relative to the site construction. J2 will compile into an overall list punch list items from the City and our sub-consultants. J2 will attend one (1) final walk-through where the punch list previously developed will be reviewed and determined, what if anything, is left to complete before final acceptance of the projects.

Post Design General Understanding

Limited post design services shall be performed by J2 Engineering and Environmental Design, LLC.

Construction administration and observations will be provided by J2 under the limits described above with the intent of rendering a professional opinion regarding the quality of the completed construction strictly limited to the parking lot, curb and gutter, ADA ramps, landscape, irrigation, and colored stamped asphalt aspects of the project. This task should not be construed to warrant the work of any contractor.

Each discipline will review and approve applicable shop drawings.

In accordance with generally accepted construction practice, Contractor shall be solely responsible for all job site conditions and safety of persons or property.



Any observations of the work completed are subject to the following: The observations will be directly related to the quality of the work performed that such work is in accordance with the requirements of the construction documents. The issuance of a punch list shall not be a representation that J2 has:

- (1) Made exhaustive or continuous on-site observations to check the quality or quantity of the Work
- (2) Reviewed construction means, methods, techniques, sequences for the Contractor's own Work or procedures
- (3) Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the owner to substantiate the Contractor's right to payment or
- (4) Ascertained, how or for what purpose, the Contractor has used money previously paid on account of the Contract Sum.

J2 shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. J2 shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents.

J2 shall not have control over, or charge of, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by J2.

The Construction Administration and Observations portion of this Agreement is based upon the following assumptions, which are assumed to be reasonable:

Maximum contract time of 310 calendar days for construction (Approximately 10 ½ Months).

If this general understanding is not correct, or if the City feels additional field time is needed beyond this Scope of Work; such services can be provided on an additional time and materials basis at the rates provided.

Design Allowances

The following allowances may only be utilized if authorized in advance by the city. These allowances will not be authorized until a full modified scope is known and may need to be increased if the required scope exceeds the established allowance amount.

Owner Changes for landscape and irrigation revisions Allowance – an allowance has been established to revise owner-initiated design elements should it be required for site features outside of the current scope of work.

General Understanding

The City of Tolleson the (Owner) shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Project Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Project Team's services for the Project. The Owner shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.



The Owner shall make available to the Project Team existing available data and records relevant to the site that the Owner has available.

The Owner shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Project Team at the various phases of the projects.

The Owner shall furnish to the Project Team, upon the request of Project Team for performing the services, any existing pertinent data prepared by others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project as the Owner has available.

The Owner shall give prompt notice to Project Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Project Team.

The Owner warrants and represents that members of the Project Team have the right to enter upon the real property involved herein, and extends this right to J2. The Project Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Project Team has provided no biological, cultural, or environmental investigations on this site/project, has no knowledge of any adverse biological, cultural, or environmental conditions on the site/project, and is not responsible for and has no liability for any such condition should one be found. It is the responsibility of the Owner to investigate and make these determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any documents.

Design Assumptions and Exclusions

The following tasks are not included in this scope of services:

1. The J2 team is not providing construction management or meeting minutes services.
2. The J2 team is not providing materials testing.
3. The J2 team is not providing as-built or record drawing services. This will be the responsibility of the Contractor

We would expect to start our services promptly after Notice to Proceed and complete our services in a timely manner. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

Tolleson Aquatic Center | City of Tolleson
Post Design - Construction Administration
J2 Engineering and Environmental Design, LLC
4/21/2025

Labor Category:		Design Manager	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Landscape Architect	Designer Sr.	Designer	
Rate:		\$ 215.27	\$ 192.47	\$ 132.32	\$ 111.77	\$ 199.23	\$ 136.76	\$ 120.93	\$ 88.69	
Task #	Task Description:									Hours Total
100	Post Design Support									
101	Respond to Contractor RFI's (Request For Information)			2	2		6	4	6	20
102	Submittal / Shop Drawings Review		2	4		4	6	12	12	40
103	Develop ASI's (Architectural Supplemental Information) for necesarry field revisions		1				4	2	8	15
104	Three site visits each for civil, landscape and irrigation with written summary			12			12	12		36
105	Pre-Final Walk Through and Punch List (1 Field Meeting)				4		6	4	4	18
106	Final Walk Through and Punch list (1 Field Meeting)				2		4	4	4	14
J2 Hours per Labor Category:		0	3	18	8	4	38	38	34	143
J2 Fee per Labor Category:		\$ -	\$ 577.41	\$ 2,381.76	\$ 894.16	\$ 796.92	\$ 5,196.88	\$ 4,595.34	\$ 3,015.46	\$ 17,457.93
Subconsultants:		Fee Amount								
None		\$ -			Total Fee J2, Subconsultants, and Allowances:					\$ 24,958.00
Total Subconsultants:		\$ -								
Allowances:		Fee Amount				J2 Engineering and Environmental Design, LLC				
Owner Changes for landscape or irrigation revisions		\$7,500.00								
Total Allowances:		\$7,500.00								
						Jeffrey Velasquez, PLA, ASLA Principal				
						Date				



11 April 25
Adaptive Architects
160 W. University Drive, Suite #2
Mesa, AZ 85201

RE: Tolleson Aquatic Center Construction Administration Quote
ATTN: Vince DiBella vince@adaptivearchitectsinc.com 480-655-0633

Dear Vince,

Pursuant to your request of 8 Apr 25, we offer the following proposal for the Construction Administration (CA) phase of the aforementioned project and is limited to only this phase with the activities detailed below and the language germane to allowances for any VE changes requested or required throughout the CA's.

- 1) Shop Drawing Review and Processing.
- 2) RFI Responses and Limited Amount of Document Changes Related to RFI's.
- 3) Punch List Creation and Follow-Up.
- 4) Site Visits During Construction at Layout/Forming, Pre-Shotcrete, Punch One, Final Punch. Four Total Site Visits.

Allowance for Owner changes: We are agreeable to make small changes to the plan set after the Construction Documents have been completed. Should the Owner choose to make significant changes to the project after the Construction Documents have been completed, all parties understand that the threshold for changes requiring an Additional Service could be described as those triggered by changes to the structure of the pool(s) necessitating a revision to the existing permit or a resubmission into MECSO to issue a new permit as well as changes requiring our design team to remove and replace one or more of the three critical pieces of mechanical filtration system (pump, filter, heater).

FEE: **\$16,500**

HOURLY RATES

-	Principal	\$190/hr
-	Project Manager	\$140/hr
-	CAD Tech	\$125/hr
-	Spec Writer	\$90/hr
-	Clerical	\$65/hr

CHANGES TO SEALED PLAN SETS- If Client requests changes to any Aqua Design's plan set or drawings that have been signed and sealed by a professional engineer, provided that the changes were not the result of an error or omission on the part of Aqua Design International, Inc., Client will pay Aqua Design International, Inc. a change fee established by the Registrant to review and re-seal the plan set at a cost that will be billed as a pass-through reimbursable (not marked-up).

TRAVEL- Time for Travel for four (4) site visits are included in the base fee. If additional travel is required, we charge for travel/meeting time; door to door, at \$1,600 per day for Principal, \$800 per day for the Project Manager. We will also bill for reasonable trip expenses for transportation, lodging and meals as a pass-through reimbursable.

PAYMENT- All of us at Aqua Design International will work hard to meet your expectations. We expect to get paid on time for our efforts. Aqua Design International will not accept payment terms tied to any pay-when-paid clause. Payments are due within 30 days of receipt of invoice. Payments past due will be charged a service fee of 1.5% per month, compounded. Late payments (60-90 days or more) may also result in a stoppage of work until all invoices are paid in full.

Sincerely,



Aden Acklin
Managing Principal/Owner



David Acklin
Founding Principal/Brand Ambassador



April 18 2025

Adaptive Architects, Inc.

160 W University Drive, Suite 2
Mesa, Arizona 85201

Attn: Mr. Vince Di Bella

Re: Tolleson Aquatics Center
AZPE Job No. 24044

Sub: Addendum No. 1 to Mechanical and Electrical Engineering Services Agreement

Dear Mr. Di Bella:

We are pleased to submit Addendum No. 1 to the Mechanical and Electrical Engineering Services Agreement for the new Tolleson Aquatics Center that will include a diving/competition pool, a lazy river, spectator bleachers, bathhouse, entry, operations office, storage areas, classrooms, equipment rooms and vending areas per the description provided by you.

1. This Addendum includes the Construction Administration additions to our scope of work. The hours are estimated, not to exceed, the actual hours spent will be billed monthly.

- a. Shop drawing review and processing (48 hours).....\$7,200
- b. RFI responses and limited document changes related to RFI's (44 hours)...\$6,180
- c. Punch list creation and follow up (22 hours).....\$2,960
- d. Three (3) site visits during construction per discipline (31.5 hours).....\$4,410
- e. Allowance for Owner changes (44 hours).....\$6,020

2. All other items in our Proposal for Mechanical and Electrical Engineering Services dated March 14, 2024, shall remain unchanged as a result of this Addendum.

Fee:

Our proposed basic fee for this Addendum is **\$26,770**

If this Addendum meets with your approval, please sign in the space provided and return one copy to us for our files.

We continue to appreciate the opportunity of working with you on this project and know it will be mutually beneficial.

Adaptive Architects, Inc.

Re: Addendum No. 1 to Mechanical and Electrical Engineering Services Agreement

April 18, 2025

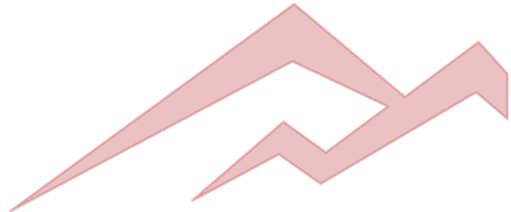
Page 2

Sincerely,

ARIZONA PINNACLE ENGINEERING, LLC



Eudjen Savu, P.E.
Managing Member



ACCEPTED AND APPROVED THIS _____ DAY OF _____, 20____

BY: _____ FOR: _____

TITLE: _____



ARIZONA PINNACLE ENGINEERING, LLC
Mechanical and Electrical Consulting Engineers
Raymond B. Lanford, P.E.
Eudjen Savu, P.E.

April 18, 2025

Tolleson Aquatics Center

Mechanical and Electrical CA Fee Summary Sheet

Line	Task	Manager		Senior Engineer		Senior Designer		Designer		Clerical	
		M	E	M	E	M	E	M	E	M	E
1	Shop Drawing Review			6	6	18	18				
2	RFI's			4	4	8	8	10	10		
3	Punch List					7	7	4	4		
4	Visits during Construction					10.5	21				
5	Owner changes allowance			2	2	10	10	10	10		
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18	Total Hours			12	12	53.5	64	24	24		
19											
20	Hourly Labor Rate	\$195.00	\$195.00	\$180.00	\$180.00	\$140.00	\$140.00	\$125.00	\$125.00	\$90.00	\$90.00
21											
22	Total Labor and Profit			\$2,160.00	\$2,160.00	\$7,490.00	\$8,960.00	\$3,000.00	\$3,000.00		

Total CA Fee

\$26,770.00



CITY COUNCIL REPORT

SUBJECT: Empire Southwest Cooperative Purchasing Agreement

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting approval of a Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC dba Empire Machinery for the provision of heavy equipment and accessories under the Arizona Department of Transportation (ADOT) Contract No. CTR052847, effective through December 3, 2025.

BACKGROUND:

The Arizona Department of Transportation conducted a competitive procurement process and awarded Contract No. CTR052847 to Empire Southwest, LLC for statewide heavy equipment and accessories. Pursuant to Section 3-5-7 of the Tolleson City Code, the City is authorized to make purchases under cooperative contracts, provided the awarded contractor agrees.

The cooperative contract permits its use by other public entities, including the City of Tolleson. The Development Services Department, Streets Division, has identified the need for a 13yd dump truck to support City operations such as removal of illegal dumping, city wide clean up events, ROW maintenance, material hauling, and street sweeper support and recommends entering into this Cooperative Purchasing Agreement to utilize the benefits of the statewide contract.

Empire Southwest, LLC currently has in-stock possession of this unit for immediate purchase and shipment upon approval of this contract. Typical lead time for build-up is 3-6 months.

DISCUSSION:

This Agreement allows the City to purchase heavy equipment and accessories from Empire Southwest, LLC on an as-needed basis. The term of the Agreement is through December 3, 2025, unless earlier terminated. The annual fiscal year expenditure limit is \$250,000, and purchases will only be made when deemed necessary and approved by the City. All purchases will be contingent upon approved purchase orders specifying quantities and configurations. The Agreement includes provisions for inspection, acceptance, and cancellation, as well as compliance with E-verify, Arizona employer sanctions laws, and statutory procurement requirements related to Israel and China. It also contains standard indemnification and insurance requirements. Entering into this Cooperative Purchasing Agreement will enable the City to secure competitively priced, high-quality heavy equipment and accessories without the need for a separate procurement process.

BUDGET IMPACT:

Annual expenditures will not exceed \$250,000 per fiscal year, with funding available in approved departmental budgets.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement between the City of Tolleson and Empire Southwest, LLC dba Empire Machinery.

ATTACHMENTS:

1. 08 26 25 DS - CPA - Empire Southwest LLC - End Date 12 03 25

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
EMPIRE SOUTHWEST, LLC DBA EMPIRE MACHINERY

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation, (the “City”), and EMPIRE SOUTHWEST, LLC DBA EMPIRE MACHINERY, an Arizona corporation, (the “Contractor”) (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. After a competitive procurement process, the Arizona Department of Transportation (“ADOT”) entered into Contract No. CTR052847, dated December 4, 2020, as amended (collectively, the “Cooperative Contract”) with Contractor for statewide heavy equipment including accessories (“Equipment and Accessories”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until December 3, 2025 (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery, i.e., as needed as determined by the City, Agreement for Equipment and Accessories under the terms and conditions of the Cooperative Contract. The City does not guarantee that any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be

made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Equipment and Accessories to the City in such quantities and configurations agreed upon between the parties, in a written invoice, quote, Purchase Order or other form of written agreement describing the work to be completed (each, a "Purchase Order"). Each Purchase Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Cooperative Contract and (ii) be attached hereto as Exhibit A and incorporated herein by reference. Purchase Orders submitted without referencing this Agreement and the Cooperative Contract will be subject to rejection.

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

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

3. Compensation. The City's payments to the Contractor (if any) shall not exceed an aggregate amount of \$250,000.00 for each fiscal year, July 1st through June 30th, for the Equipment and Accessories at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

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

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors'

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: Empire Southwest, LLC dba Empire Machinery
 1725 S. Country Club Dr.
 Mesa, AZ 85210
 Attn: Doug Calvet

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC
City Attorney

“Contractor”

EMPIRE SOUTHWEST, LLC DBA EMPIRE MACHINERY,
An Arizona corporation

By: _____
Name: _____
Its: _____

DATE

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
EMPIRE SOUTHWEST, LLC DBA EMPIRE MACHINERY

[Purchase Order]

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



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Empire Southwest, LLC dba Empire Machinery

Offeror (Company) Name

1725 S. Country Club Dr.

Address

Mesa

AZ

85210

City

State

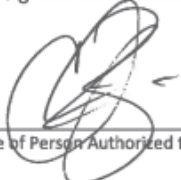
Zip

Doug.Calvet@empire-cat.com

Email Address

Doug.Calvet@empire-cat.com

Company Email Address


Signature of Person Authorized to Sign Offer

Chris Zaharis

Printed Name

10/20/2020

Date

Executive Vice President

Title

602-622-4917

Phone Number

480-633-4626

Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR052847 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 4th day of December, 2020

DocuSigned by:


6FF8114AC1954B9...

12/3/2020

Awarded Date



CITY COUNCIL REPORT

SUBJECT: First Amendment to WACO, LLC Cooperative Purchasing Agreement

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of the First Amendment to the Cooperative Purchasing Agreement with WACO, LLC to increase the annual compensation limit for emergency pipeline repair services.

BACKGROUND:

On April 11, 2025, the City of Tolleson entered into a Cooperative Purchasing Agreement with WACO, LLC, based upon City of Scottsdale Contract No. 25RFP2514, to provide emergency pipeline repair services. This agreement set an annual compensation limit of \$100,000. The Utilities Department determined that due to the volume and urgency of needed repairs, the compensation limit requires adjustment to ensure adequate service availability.

DISCUSSION:

The First Amendment to the Cooperative Purchasing Agreement increases the annual not-to-exceed amount from \$100,000 to \$200,000, while retaining all other existing terms and conditions of the Agreement. This adjustment ensures the City can meet the increased demand for emergency pipeline repairs without service disruption.

The Cooperative Contract remains on file with the City Clerk's Office and is incorporated by reference. WACO, LLC has affirmed that the City is not in default under the terms of the original Agreement and has waived any claims existing on or before the date of the amendment.

BUDGET IMPACT:

The amendment increases the annual compensation cap to \$200,000. Funding for these services is available in the Utilities Department budget.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Cooperative Purchasing Agreement with WACO, LLC.

ATTACHMENTS:

1. 08 26 25 UT - First Amendment to CPA - WACO LLC

**AMENDMENT NO. 1 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
WACO, LLC**

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES (this “First Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and WACO, LLC, an Arizona limited liability company, (the “Contractor”), (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement on April 11, 2025 (the “Agreement”), based upon City of Scottsdale Contract No. 25RFP2514 (the “Cooperative Contract”) to provide emergency pipeline repair services (“Equipment and Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

B. The City and the Contractor desire to amend the Agreement to increase the compensation paid to the Contractor.

AGREEMENT

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

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

3. Compensation. The City shall pay Contractor for Equipment and Services ordered during the Term, an aggregate amount not to exceed ~~\$100,000.00~~ **\$200,000.00** per year at the rates described in the Cooperative Contract.

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

3. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all

claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

"Contractor"

WACO, LLC,
an Arizona limited liability company

By: _____
Name: Chad Watkins
Title: Manager

8/11/2025

DATE



CITY COUNCIL REPORT

SUBJECT: Empire Southwest Cooperative Purchasing Agreement

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Cooperative Purchasing Agreement (CPA) with Empire Southwest, LLC dba Empire Machinery for the purchase of Caterpillar generator equipment and related accessories.

BACKGROUND:

The City of Tolleson is permitted, under Section 3-5-7 of the Tolleson City Code, to utilize cooperative contracts for the procurement of equipment and services. Sourcewell entered into Contract No. 092222-CAT with Caterpillar, Inc. on December 6, 2022, which provides for electrical energy power generation equipment, related parts, supplies, and services.

Empire Southwest, LLC, an authorized Caterpillar dealer, has agreed to provide such equipment to the City under the terms of this cooperative contract. This CPA establishes the City's ability to purchase necessary generator equipment for Utilities operations to ensure reliable backup and emergency power capacity.

The agreement is effective upon execution and extends through November 22, 2026.

DISCUSSION:

This CPA provides the Utilities Department with the ability to procure Caterpillar generator equipment and accessories on an as-needed basis. Purchases will be made through individual purchase orders, referencing both the Cooperative Contract and the CPA. The agreement also provides for inspection, acceptance, and cancellation rights to ensure that the City receives equipment in compliance with all specifications.

The CPA supports the City's need for dependable power generation equipment to maintain essential utility operations and ensure continuity of services during outages or emergencies.

BUDGET IMPACT:

The CPA authorizes expenditures not to exceed \$150,000 per fiscal year (July 1 – June 30) for Caterpillar equipment and accessories. Purchases will be made within approved budgetary limits.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement with Empire Southwest, LLC dba Empire Machinery.

ATTACHMENTS:

1. 08 26 25 UT - CPA - Empire Southwest LLC dba Empire Machinery for Caterpillar - End Date 11 22 26

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
EMPIRE SOUTHWEST, LLC DBA EMPIRE MACHINERY

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation, (the “City”), and EMPIRE SOUTHWEST, LLC, a Delaware limited liability company dba EMPIRE MACHINERY, (the “Contractor”) (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. After a competitive procurement process, Sourcewell (“Sourcewell”) entered into Contract No. 092222-CAT, dated December 6, 2022, with Caterpillar, Inc., as amended (collectively, the “Cooperative Contract”) for electrical energy power generation equipment with related parts, supplies and services (“Equipment and Services”). A copy of the Sourcewell Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this agreement.

B. Contractor is an authorized dealer of Caterpillar equipment.

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until November 22, 2026 (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

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

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

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

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

3. Compensation. The City's payments to the Contractor (if any) shall not exceed an aggregate amount of \$150,000.00 for each fiscal year, July 1st through June 30th, for the Equipment and Accessories at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

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

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

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

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

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

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

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

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

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

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

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

35-393.

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

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

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

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

If to Contractor: Empire Southwest, LLC dba Empire Machinery
 1725 S. Country Club Dr.
 Mesa, AZ 85210
 Attn: Doug Calvet

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC
City Attorney

“Contractor”

EMPIRE SOUTHWEST, LLC,
a Delaware limited liability company dba EMPIRE MACHINERY

By: _____
Name: _____
Its: _____

DATE

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
CATERPILLAR, INC.

[Purchase Order]

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



CITY COUNCIL REPORT

SUBJECT: Blessed Sacrament Church Special Event Class 3 Permit Application

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Randy Babchuk, Field Operations/Parks & Recreation Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

City Council will consider the approval of Special Event Class 3 Permit Application as submitted by Leticia Peralta on behalf of Blessed Sacrament Church, 512 North 93rd Avenue, Tolleson, AZ 85353, to request a temporary partial street closure on Van Buren Street and on 93rd Avenue during the annual Fiesta de Amistad parade on Saturday, October 11, 2025 from 10 AM to 11 AM.

BACKGROUND:

In a celebration of friendship and faith, Blessed Sacrament Church, 512 North 93rd Avenue in Tolleson, will hold its annual Fiesta de Amistad from October 10th through October 12th. The celebration, which is the church's biggest fundraiser of the year, has been a tradition since Blessed Sacrament was built by 70 agricultural families in 1949. The parade, taking place on October 11th, will feature about 10 to 20 entries, including the queen and her court.

DISCUSSION:

Barricades will be placed beginning at 8:00 AM and will be picked up by noon. The parade will begin on 96th Avenue and Van Buren Street; continue east on Van Buren Street to 93rd Avenue; and then north to 93rd Avenue to Blessed Sacrament Church Festival Grounds.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council approve the Special Event Class 3 Permit Application as submitted by Blessed Sacrament Church.

ATTACHMENTS:

1. 08 26 25 Tolleson Blessed Sacrament Church Special Event Application 2025 - Parade



City of Tolleson Special Event Permit

A SPECIAL EVENT PERMIT IS REQUIRED WHEN A SPECIAL EVENT

- (1) Is held on City property or impedes, obstructs, impairs, interferes or disrupts normal or usual use of City property, facilities or right-of-way; or
- (2) Requires the use of any City resource or services that would not be necessary in the absence of such a special event; or
- (3) Is a grand opening, sidewalk sale, seasonal sale or special vehicle seasonal sale.

****** Special Event Building permit is required for any canopies 400 square feet or more.

- i. Please call the Tolleson Building Department at (623) 936-7111

SPECIAL EVENT PERMITS CATEGORIES:

Permits are categorized as Class 1, Class 2 and Class 3 level permits depending on the level of City services necessary for the event. Class 1 and Class 2 level permits will require administrative approval only. Class 3 permits will require Council approval.

Class 1: Special events and sales that have little to no impact on City resources, such as grand openings, sidewalk sales, and residential block gatherings.

Class 2: Special events and sales that have some impact on City resources but the impact is minimal, such as special vehicle sales or seasonal sales that remain mostly on private property; parades are limited to sidewalks.

Class 3: Special events and sales that have a high impact on City resources, such as a parade in city streets or rights-of-way, or street fair. **Parades will not be allowed on local residential streets unless it is in route to or from a main street (i.e. Van Buren Street) with minimal impact.**

SPECIAL EVENT LIMITS

A special event shall not occur more than 10 consecutive or 24 total days during the calendar year and, of the 24 calendar days per year, no more than 10 total days in any calendar quarter, unless otherwise provided by this Article.

RESTRICTIONS

The following restrictions shall apply to seasonal sales, special vehicle sales and sidewalk sales:

- (1) Seasonal sales, which shall be limited to a maximum of 31 consecutive days unless a shorter time period is set by law;
- (2) Special vehicle sales. Special vehicle sales are limited to two special vehicle sales within a three-month period, lasting no more than 30 consecutive or 48 total days per year.
- (3) Sidewalk sales, subject to the following limitations:
 - a. Sidewalk sales may only be conducted in front of or adjacent to the retail establishment; and
 - b. A retail establishment shall not hold more than three sidewalk sales lasting no more than ten consecutive days per sale in a calendar year.

APPLICATION PROCEDURES AND REQUIREMENTS.

- (A) **Permit Application.** An applicant shall complete a special event permit application in the form prescribed by the City and provide the following information, as applicable:
- (1) Type and description of the special event;
 - (2) Name, address, email address, and telephone number of the applicant and contact person, if different from the applicant;
 - (3) Proposed date of the special event, together with beginning and ending times;
 - (4) Proposed location, including site plan or drawing;
 - (5) Tents, generators, pyrotechnic and other fire hazard information;
 - (6) Estimated numbers of special event staff, participants, and spectators;
 - (7) Parking information;
 - (8) Vendor and concessions information;
 - (9) Noise information, including whether a band, DJ or PA system is involved;
 - (10) Sanitation information;
 - (11) Whether liquor will be present;
 - (12) Whether the special event is open to the public and whether fees, if any, will be charged to participants or spectators.
 - (13) Signature of the applicant. If the application is for an activity on private property, the property owner or an agent of the property owner with the property owner's authorization shall sign the application.
 - (14) Traffic and street closure information, including route map;
 - (15) Services requested from the City, including police, fire, and emergency medical services;
 - (16) Barricade Plan;
 - (17) Insurance as prescribed in Section 3-8-10;
 - (18) Notification Plan. For applications involving street closures, the applicant shall use a form prescribed by the City to solicit comments or concerns regarding street closure from neighbors and businesses, as specified by the City, whose vehicular access to their property is affected by the street closure and submit to the City any such comments or concerns;
 - (19) Security Plan.
- (B) **Timing of Application.** Applicants shall submit completed special event permit applications for Class 3 permits to the City at least 60 calendar days before the special event, for Class 2 permits, at least 15 days before the event, and for Class 1 permits, at least 5 days before the event for approvals. Applications that are not timely submitted may be denied unless the applicant demonstrates to the special events administrator that compliance within the deadline was impractical or impossible, or the special events administrator determines that the delayed application will not impair the City's ability to accomplish the purposes of this Article.
- (C) **Multiple Jurisdictions.** If a special event involves multiple governmental jurisdictions, the applicant is required to obtain all applicable written authorizations from other governmental jurisdictions related to the special event.

APPLICATION PROCESSING; TIME FRAMES.

- (A) Considerations. The special events administrator shall make decisions on completed applications, including whether to impose permit conditions, based on whether the applicant has demonstrated that the applicable requirements in Section 3-8-4 are satisfied.
- (B) Application Review Time Frames. The time frames by which the City will review and make a decision and administrative approvals on special event permit applications shall be posted on the City's website. (Class 3 permits are reviewed and approved by Tolleson City Council, which meets only on the 2nd & 4th of each month, except during summer break or Holidays. Applications must be received no later 30 days before each event)
- (C) Application Withdrawal. An applicant may withdraw its application prior to the issuance of an approval or denial. The City may consider an application withdrawn if the applicant fails to provide requested information or explanation of why the information cannot be provided within fifteen calendar days of the request.
- (D) Special Event Cancellation. An applicant shall notify the special events administrator immediately once the applicant knows that a permitted special event will not occur.
- (E) Misrepresentations. If the applicant makes a material misrepresentation on an application, such as a significant understatement of the anticipated number of participants, the applicant shall pay to the City any and all costs incurred by the City as a result of the misrepresentation.

City of Tolleson SELL Fees

<u>APPLICATION REVIEW FEES</u>	<u>FEE</u>
Review Fee	\$75
<u>PERMIT FEES</u>	
Class 1 Permit	\$25.00; additional \$25 expedited fee if submitted less than 5 days before the event
Class 2 Permit	\$50.00; additional \$50 expedited fee if submitted less than 5 days before the event
Class 3 Permit	\$175.00; additional \$150 expedited fee if submitted less than 30 days before the event ¹ Clean up deposit: \$250.00 due upon reservation submittal

Permit fees are refundable if the application is denied with the exception of review fee.

The applicant must pay in full to the City of Tolleson any cost incurred for use of City or vendor resources such as barricades, traffic cones, trash receptacles, staffing etc.

Class Types			
Type	Class 1	Class 2	Class 3
Definition	Events/sales that have no impact on City resources (PD, Fire, Field Operations, etc.)	Events/sales that has minimal impact on City resources.	Large event footprint, anticipated high attendance and traffic count, high parking demands, etc.
Examples	Grand openings Seasonal Retail Sales Sidewalk Sales Special Vehicle Sales Residential Block Parties	Parades Event which requires inspections (tents, etc.)	Event held partially or entirely on public property.

- An additional fee will be charged to expedite application.
- The Arizona Department of Liquor License and Control (ADLLC) charges a separate fee. Review the ADLLC Application form for cost associated with your application.
- Other City/County/State fees may apply.
- Food vending services at a special requires registration through Maricopa County Environmental Services (Fees may apply)
- **Canopy/tent 400 square feet or over must apply for a permit through the Tolleson Building Department.**

¹ Must be submitted no less than 15 days before the event.

City of Tolleson Special Event Permit Application

Total Number of Attendees: If applicable circle one

0 - 100 101 - 250 251 - 500 501 - 2,500 2,501 - 5,000

► **Applicant Information:**

1) Name of Qualified Organization:

Blessed Sacrament Roman Catholic Parish

Must match Sec. 1 on DLLC Application. List name exactly as listed with AZ Corporation Commission/ Organizing Documents.

2) Applicant Name:

Leticia Peralta

Must match Sec. 9 #1 & Sec. 14 on DLLC Application. List name exactly as listed on the ID submitted with the application.

3) Applicant Email Address for City Notices:

Lperalta@blessedaz.org

4) Applicant Phone Numbers: Daytime/Cell #: 602-531-5682 Organization's #: 623-936-7107

5) Does the applicant and/or business have a current business license filed with the City of Tolleson? If yes, provide a copy of the business license along with the application.

If no, the applicant and/or business owner must obtain a business license to do business in the City of Tolleson.

► **Event Information:**

6) Address of Special Event: 512 N 93rd Ave Tolleson, AZ 85353

Street Address (include Bldg. /Suite #), City, State, ZIP

Must be an address/cannot be only cross streets. Must match Sec. 7 on DLLC Application.

7) Date(s) of Event (consecutive days): From: 10/10/25 To: 10/12/25

Must match Sec. 11 on DLLC Application. If only 1 day, write date twice.

8) Is the location a private residence? ☐ Yes ☒ No

9) Is the location a City-owned property? (If yes, attach a copy of liability insurance coverage showing the City as co-insured.) ☐ Yes ☒ No

9) Will the event be held in a City park or street? (If yes, attach documentation authorizing the event in the park/street.) ☐ Yes ☒ No

10) The event will be held: (choose one) ☐ Indoors ☒ Outdoors ☐ Both
(Additional permits may be required. Refer to Dept. Review Section)

11) General Description of Event including activities:

Carnival with rides, music, live entertainment and food booths.

12) How does this event support your organizations mission and tie into or support the City of Tolleson's mission, vision, and core values:

This event brings the community together as well as preserves the traditions of the communities culture.

City of Tolleson Special Event Permit Application

13) Will there be any Rides/Concession Games at the event? ☒ Yes ☐ No

14) If yes, list the name of a licensed company providing Rides/Games:

Sun Valley Rides

A licensed amusement company must be used for rides and/or for concession games operated by a concessionaire for profit.

15) Will an Auctioneer be used at the event? ☐ Yes ☒ No

15.1) If yes, choose a box below and provide details:

☐ Is licensed in Tolleson, Name of Auctioneer: _____

☐ Works for an Auction House licensed in Tolleson, Name of Auction: _____

☐ Will donate services

16) Will there be any canopies/tents on-site during the event? ☒ Yes ☐ No

If yes, please list the size(s) for each canopy on your layout plan.

20x30

Canopy/tent 400 square feet or more must apply for a permit through the Tolleson Building Department.

Sales Tax Report: Within 30 days after the special event, the applicant must submit the sales report that was submitted to the state indicating that sales taxes have been paid.

I ACKNOWLEDGE THAT PRIOR TO SUBMITTING THIS APPLICATION I THOROUGHLY REVIEWED THE CITY OF TOLLESON SPECIAL EVENT PERMIT APPLICATION. I ALSO UNDERSTAND THAT MY APPLICATION REVIEW FEE IS NOT REFUNDABLE, EVEN IF THE APPLICATION IS WITHDRAWN OR DENIED, PERMIT FEES ARE REFUNDABLE. I SWEAR UNDER PENALTY OF PERJURY THAT I HAVE READ THE FOREGOING APPLICATION AND THAT ALL THE INFORMATION AND STATEMENTS MADE HEREIN ARE TRUE AND CORRECT. I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR THIS EVENT AND THAT IT IS MY RESPONSIBILITY, AS THE APPLICANT, TO ENSURE THE EVENT COMPLIES WITH ALL CITY, COUNTY & STATE REQUIREMENTS/LAWS.

Printed Applicant Name: Leticia Peralta

Signature: Leticia Peralta

Date: 7/11/2025

Internal Use Only:

All applicants must have a current One-time/special event/non-renewable business license filed with the City of Tolleson.

Type of Application:

☐ Class 1

☐ Class 2

☐ Class 3

Reviewed by: Upon review initial

____ Special Event Administrator

____ Tolleson Police Department

____ Building Inspector

Class 3 Only: Completed applications must be submitted to the City Clerk's office to be placed on future agendas.

☐ Certificate of Insurance

☐ Indemnification Letter

Class 1 and/or Class 2:

☐ Approved

☐ Denied

Signature of Special Event Administrator:

Page 142 of 236

City of Tolleson Special Event Liquor License Application

We are thrilled to be guests in your neighborhood and it's important to us that we are communicating clearly with you, the neighbors, to determine if there are any comments or concerns related to the event and/or proposed street closure. I have provided a copy of the site plan and/or details of the street closure explaining the proposed Special Event. If you have any comments or concerns related to the event, please note in the applicable column. If you prefer to contact the City's Events Administrator directly, contact Tolleson City Hall at 623-936-7111 or at john.p.lopez@tolleson.az.gov

Please read before filling out: I hereby declare that I am an authorized representative of the listed business and have been informed by the event applicant/designee of the event details, including proposed street closures. By marking "No" for concerns, I am relaying that I have no significant concerns about the event. By marking "Yes" for concerns, I am relaying that I have concerns with the event and/or street closure and will state the reason(s) why in the comment box.

Date: 6/24/25 Printed Name: Carlos Alcantara Title: Manager
(Owner, Manager, Etc.)
Business Name: Tierra del sol Business Address: 9310 W Van Buren St
Tolleson, Arizona 85353
Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No
Comments/Concerns if any: _____

Signature: [Signature]

Date: 6/24/25 Printed Name: Ali Alcantara Title: Manager
(Owner, Manager, Etc.)
Business Name: Tolleson Market Business Address: _____
Tolleson, Arizona 85353
Did you receive a copy of event plan: ☐ Yes ☒ No Do you have Concerns: ☐ Yes ☒ No
Comments/Concerns if any: _____

Signature: [Signature]

Date: 6/24/25 Printed Name: Bryant Ariza Title: Manager
(Owner, Manager, Etc.)
Business Name: Tamale G. Business Address: _____
Tolleson, Arizona 85353
Did you receive a copy of event plan: ☐ Yes ☒ No Do you have Concerns: ☐ Yes ☒ No
Comments/Concerns if any: _____

Signature: [Signature]

City of Tolleson Special Event Liquor License Application

We are thrilled to be guests in your neighborhood and it's important to us that we are communicating clearly with you, the neighbors, to determine if there are any comments or concerns related to the event and/or proposed street closure. I have provided a copy of the site plan and/or details of the street closure explaining the proposed Special Event. If you have any comments or concerns related to the event, please note in the applicable column. If you prefer to contact the City's Events Administrator directly, contact Tolleson City Hall at 623-936-7111 or at john.p.lopez@tolleson.az.gov

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Date: 6-27-25 Printed Name: Richie Title: Manager
(Owner, Manager, Etc.)

Business Name: Pete's Fish & Chips Business Address: _____
Tolleson, Arizona 85353

Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No

Comments/Concerns if any: _____

Signature: [Signature]

Date: 6/30/25 Printed Name: Magdalena Rivera Title: Owner
(Owner, Manager, Etc.)

Business Name: Yerbaria Magdalena Business Address: _____
Tolleson, Arizona 85353

Did you receive a copy of event plan: ☐ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No

Comments/Concerns if any: _____

Signature: [Signature]

Date: 6/30/25 Printed Name: Ximena Arayga Title: _____
(Owner, Manager, Etc.)

Business Name: Piña Express Business Address: _____
Tolleson, Arizona 85353

Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No

Comments/Concerns if any: _____

Signature: [Signature]

City of Tolleson Special Event Liquor License Application

Date: 6/25/25 Printed Name: Johnny S. Title: Manager
 (Owner, Manager, Etc.)
 Business Name: Metro by t-mobile Business Address: 9550 W Van Buren
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No
 Comments/Concerns if any: _____

 Signature: J.S.

Date: 06/25/25 Printed Name: Karen Mendez Title: Program Director
 (Owner, Manager, Etc.)
 Business Name: ATA Martial Arts Business Address: 9550 W Van Buren St. St. #6
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No
 Comments/Concerns if any: _____

 Signature: Karen Mendez

Date: 6/25/25 Printed Name: Sherlynn Zavala Title: AGM
 (Owner, Manager, Etc.)
 Business Name: Sonic Drive In Business Address: 9550 W Van Buren St
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☐ Yes ☒ No Do you have Concerns: ☐ Yes ☐ No
 Comments/Concerns if any: _____

 Signature: Sherlynn Zavala

City of Tolleson Special Event Liquor License Application

Date: 6/27/25 Printed Name: Sesús Ramirez Title: _____
 (Owner, Manager, Etc.)
 Business Name: Red chair Barber Shop Business Address: 9386 W. Van Buren St
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No
 Comments/Concerns if any: _____

 Signature: [Signature]

Date: 6-27-25 Printed Name: Natalie M. Nandin Title: Owner
 (Owner, Manager, Etc.)
 Business Name: Fixations Styling Salon Business Address: 9353 W. Van Buren
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No
 Comments/Concerns if any: _____

 Signature: [Signature]

Date: 6/27/25 Printed Name: Sonia Nieto Title: [Signature]
 (Owner, Manager, Etc.)
 Business Name: IRMA'S MEXICAN FOOD Business Address: 9323 W. Van Buren
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☐ Yes ☒ No Do you have Concerns: ☐ Yes ☐ No
 Comments/Concerns if any: _____

 Signature: Sonia Nieto

City of Tolleson Special Event Liquor License Application

Date: 6/30/25 Printed Name: Nathaniel Rodriguez Title: _____
 (Owner, Manager, Etc.)
 Business Name: Reggie's Town Barbershop Business Address: 9550 W Van Boren
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No
 Comments/Concerns if any: _____

 Signature: Nathaniel Rodriguez

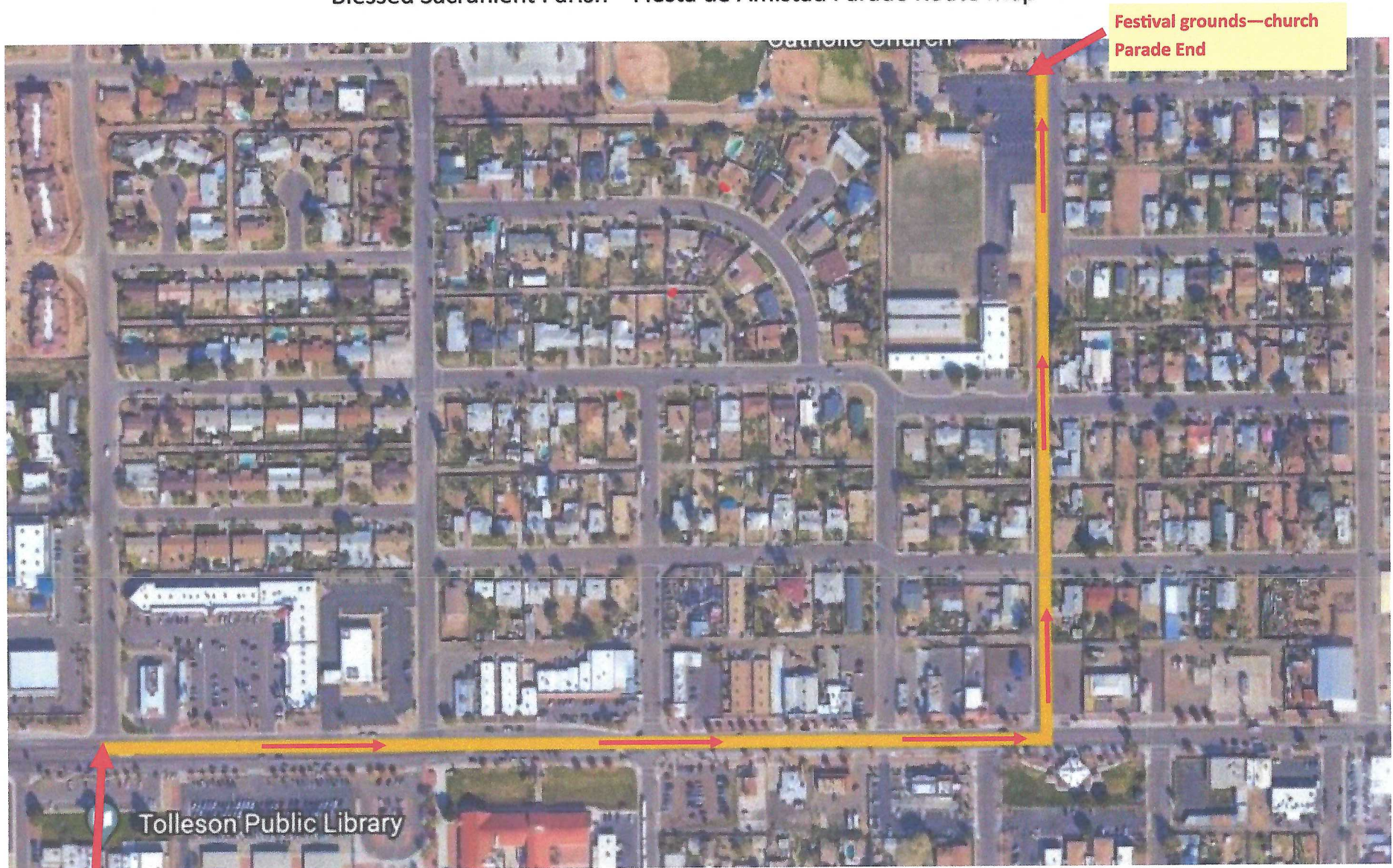
Date: 6/30/25 Printed Name: Missael Regalio Title: _____
 (Owner, Manager, Etc.)
 Business Name: Tortas Aguacates Business Address: 9550 W Van Boren
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☒ Yes ☐ No Do you have Concerns: ☐ Yes ☒ No
 Comments/Concerns if any: _____

 Signature: [Signature]

Date: _____ Printed Name: _____ Title: _____
 (Owner, Manager, Etc.)
 Business Name: _____ Business Address: _____
 Tolleson, Arizona 85353
 Did you receive a copy of event plan: ☐ Yes ☐ No Do you have Concerns: ☐ Yes ☐ No
 Comments/Concerns if any: _____

 Signature: _____

Blessed Sacrament Parish—Fiesta de Amistad Parade Route Map



Festival grounds—church
Parade End

96th Avenue
Parade staging area

Parade Route:

Start: 96th Avenue and Van Buren - East on Van Buren St. to 93rd Avenue
North on 93rd Avenue to Blessed Sacrament Church Festival Grounds



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2616 – Acquisition of Real Property Near the Northwest Corner of 83rd Avenue and Buckeye Road, APN 101-11-989, for Development Purposes and Related Budget Transfer

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting approval of Resolution No. 2616 authorizing the acquisition of real property near the northwest corner of 83rd Avenue and Buckeye Road, APN 101-11-989, for development purposes; and authorizing a budget transfer in the amount of \$3.4M from the Federal Grants fund (31310106) to Capital – Development Services (10515906).

BACKGROUND:

The continued growth and development of the City of Tolleson requires the acquisition of specific parcels of land to support future municipal and community needs. The subject property, more particularly described in Exhibit A of Resolution No. 2616, consists of approximately 5.79 acres located near the northwest corner of 83rd Avenue and Buckeye Road.

The City Council has determined that acquiring this property is necessary for public purposes and in the best interest of the community. Consideration was given to alternatives, and it was found that the acquisition of this parcel provides the greatest public benefit with minimal private impact.

DISCUSSION:

Resolution No. 2616 authorizes and directs the Mayor, City Manager, City Engineer, and City Attorney to acquire title to the subject property through donation, eminent domain, or purchase. The agreed purchase price is \$3,403,539.00, plus acquisition and closing costs.

This property will support current and future development goals, aligning with the City's strategic growth plans. The acquisition will allow the City to advance projects that improve infrastructure, promote economic development, and enhance public services.

Additionally, this action includes authorization of a budget transfer in the amount of \$3.4M from the Federal Grants fund (31310106) to Capital – Development Services (10515906) to cover the acquisition cost and related closing expenses.

BUDGET IMPACT:

The acquisition cost is \$3,403,539, plus applicable acquisition and closing costs. A budget transfer in the amount of \$3.4M from the Federal Grants fund (31310106) to Capital – Development Services (10515906) will provide the necessary funding.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2616 authorizing the acquisition of real property near the northwest corner of 83rd Avenue and Buckeye Road, APN 101-11-989, for development purposes, and authorizing a budget transfer in the amount of \$3.4M from the Federal Grants fund (31310106) to Capital – Development Services (10515906).

ATTACHMENTS:

1. Res 2616 Negotiation and Acquisition of Real Property near NWC of 83rd Ave. and Buckeye Rd., APN 101-11-989, for Development 08 26 25
2. Res 2616 Exhibit - Special Warranty Deed
3. Res 2616 Exhibit - Maricopa County 101-11-989 Purchase Agreement and Escrow Instructions

RESOLUTION NO. 2616

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY NEAR THE NORTHWEST CORNER OF 83RD AVENUE AND BUCKEYE ROAD IN THE CITY, APN 101-11-989, FOR DEVELOPMENT PURPOSES; AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER, CITY ENGINEER AND CITY ATTORNEY TO ACQUIRE TITLE TO THAT CERTAIN PARCEL OF REAL PROPERTY ON BEHALF OF THE CITY BY DONATION, EMINENT DOMAIN OR PURCHASE IN AMOUNT THE AMOUNT OF THREE MILLION FOUR HUNDRED THREE THOUSAND FIVE HUNDRED THIRTY-NINE AND 00/100 DOLLARS, PLUS ACQUISITION AND CLOSING COSTS.

WHEREAS, the continued growth and development of the City of Tolleson requires the acquisition of that certain real property, described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the City Council of the City of Tolleson finds that acquisition of the property described is necessary for public purposes, and it is in the public interest to acquire such property; and

WHEREAS, the City Council of the City of Tolleson has considered alternatives available to it, has balanced the public good and the private injury resulting from the sale of the real property, and has determined that the sale of the real property results in the greatest public good and the least private injury.

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

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

Section 2. That the Mayor, City Manager, City Engineer, and City Attorney are hereby authorized and directed to acquire the real property described in Exhibit A, attached hereto, by donation, eminent domain or purchase in the amount of \$3,403,539.00, plus acquisition and closing costs; and

Section 3. That the Mayor, City Manager, City Engineer, City Clerk, and City Attorney are hereby authorized to perform all acts necessary to acquire said property and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution on behalf of the City.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Maricopa Arizona, this 26th day of August, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2616

[Legal Description]

Maricopa County Assessor's Parcel No. 101-11-113.

A portion of the property described in Document 1999-0674068, Maricopa County Recorder's Office, being a portion of the Southeast quarter of Section 10, Township 1 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast quarter of Section 10, from which the South quarter corner of said Section bears South 84°51'30" West a distance of 2615.04 feet and from which the East quarter corner of said Section bears North 00°01'29" East a distance of 2668.61 feet; thence along the South line of the said Southeast quarter, South 84°51'30" West a distance of 1030.61 feet; thence leaving said South line, North 05°07'31" West a distance of 65.00 feet to the Southeast corner of "86th Avenue Industrial Park" as shown in the plat recorded in Book 959 Page 39, MCR, being also the North line of the South 65.00 feet of said Southeast quarter and the **POINT OF BEGINNING**; thence continuing, North 05°07'31" West a distance of 496.08 feet; thence North 87°48'51" East a distance of 544.20 feet to the Northwest corner of the property conveyed to "Quick Trip Corporation" in document 2016-0326570; thence along the East line of said property, South 00°01'29" West a distance of 469.92 feet to a point on the North line of the South 65.00 feet of said Southeast quarter; thence along last said North line, South 84°51'30" West a distance of 501.30 feet to the **POINT OF BEGINNING**.

The above described parcel contains 252,114 square feet or 5.7877 acres, more or less.

When recorded return to:
Maricopa County Real Estate Department
2801 W. Durango St.
Phoenix, AZ 85009 (JG)

EXEMPT ARS § 11-1134, A3

C-

SPECIAL WARRANTY DEED

Project: TT0345 – MC85 at 83rd Avenue and
Center Turn Lane Expansion
MCDOT Item No.: D22664
Assessor's Parcel No.: 101-11-989

Maricopa County, a political subdivision of the State of Arizona, GRANTOR, for the sum of **Three Million Four Hundred Three Thousand Five Hundred Thirty-Nine and 00/100 Dollars (\$3,403,539.00)**, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, paid by **The City of Tolleson, an Arizona municipal corporation, GRANTEE**, by this Deed does grant, sell, and convey unto the said **GRANTEE** all that certain real property situated in the County of Maricopa, State of Arizona, described as follows:

See Attached Exhibit "A" Attached hereto and incorporated herein

The **GRANTOR** hereby conveys unto **GRANTEE** all warranties of title for its acts and not the acts of others, of any nature whatsoever.

And including all groundwater and surface water rights appurtenant to said real property.
This property conveyance is subject to: assessments, reservations, easements, rights-of-way, and deed restrictions as may appear on record.

GRANTEE: CITY OF TOLLESON, an Arizona municipal corporation

Page 155 of 236

RECOMMENDED FOR APPROVAL:

**MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION**

Jesse Gutierrez, Director Date

**MARICOPA COUNTY
REAL ESTATE DEPARTMENT**

Alex Smith, Director Date

APPROVED AS TO FORM and within the powers and authority granted under the laws of the State of Arizona and Maricopa County

Max Carpinelli Date
Deputy County Attorney

Project: MC85 at 83rd Avenue and Center
Turn Lane Expansion
Project No.: TT0345

APN: 101-11-989
MCDOT Item No.: D22664

GRANTOR: MARICOPA COUNTY

Date

Date

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument as Chairman of the Board of Supervisors for Maricopa County.

Given under my hand and seal of the office this ____ day of _____ 20 ____.

Notary Public (signature)

APN: 101-11-989
MCDOT Item No.: D22664

EXHIBIT "A"

Parcel No. 101-11-989
Project No. TT0345
MC85 at 83rd Avenue and Center Turn Lane Expansion
Item No. D22664

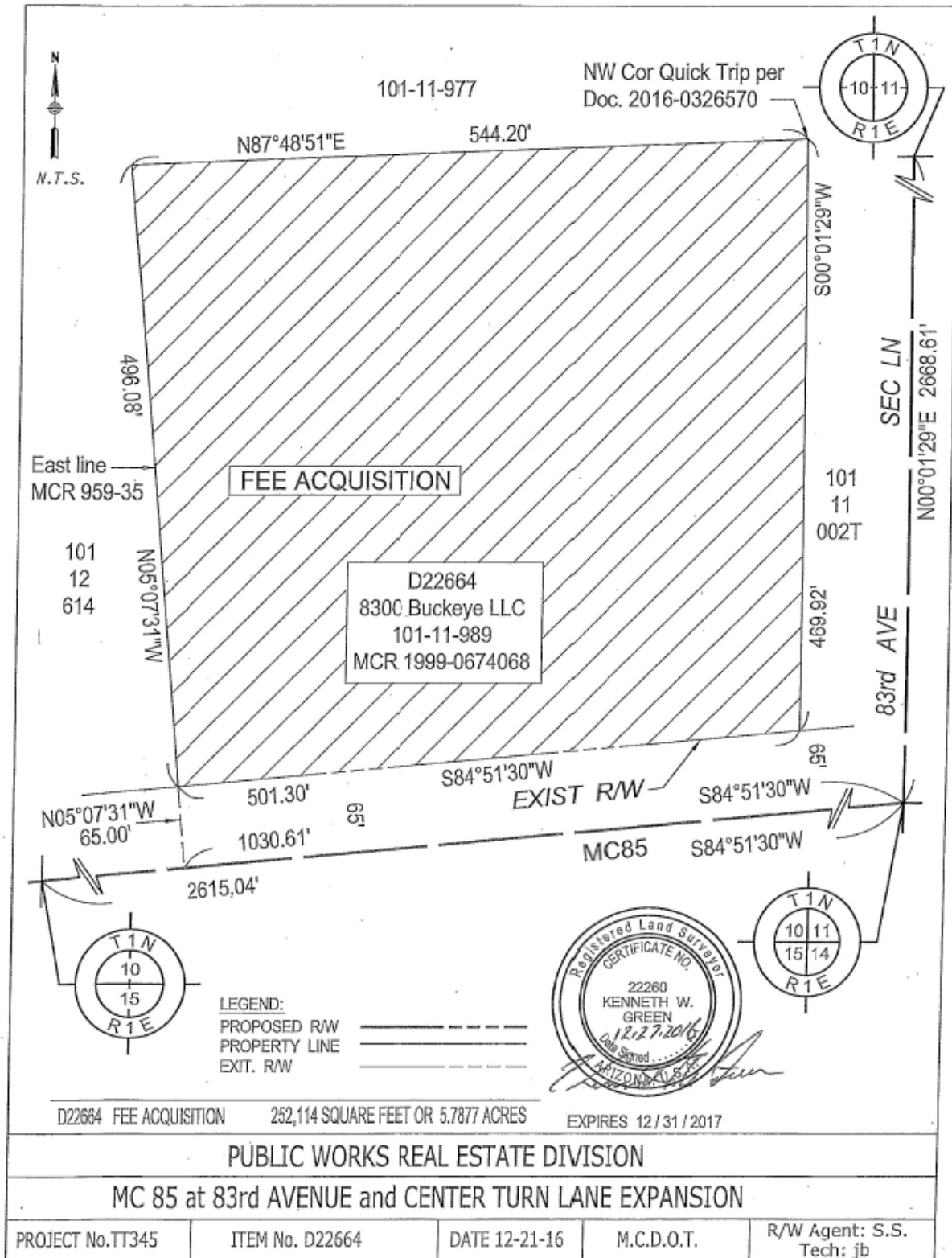
LEGAL DESCRIPTION

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EXHIBIT "A" CONTINUED



Project: MC85 at 83rd Avenue and Center
 Turn Lane Expansion
 Project No.: TT0345

APN: 101-11-989
 MCDOT Item No.: D22664



PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

Title Company	N/A (In House Recording)	Date	July XX, 2025
Address		Phone	
City		Fax	
Escrow Officer	N/A	Email	
Escrow No.	N/A		
Grantor:	Maricopa County, a political subdivision of the State of Arizona	Phone:	
Contact	Jesse Gutierrez	Phone:	602-506-4700
Mailing Address:	2901 West Durango Street	Email	Jesse.Gutierrez@maricopa.gov
City, State Zip	Phoenix, AZ 85009	Fax:	

Grantee:	CITY OF TOLLESON, an Arizona municipal corporation
Mailing Address:	Chris Hamilton, 9055 W. Van Buren St. Tolleson, AZ 85353

City of Tolleson, an Arizona municipal corporation shall pay directly to the Grantor the purchase price plus all lawful costs incidental to closing as follows:	Sub-Object Code	Charges and Disbursements to be paid to Grantor as follows (check all that apply):
Escrow Fees		☒ Total Acquisition of Grantor's Property:
Title Policy Fees		
Title Report	\$0.00	
Title Report Credit		
Total Escrow & Title Fees	N/A	
Recording Fees:	\$0.00	
Release & Reconveyance		
Release of Lease		
		☐ Partial Acquisition of Grantor's Property:
Total Recording Fees	\$0.00	
Other Charges:		
Appraisal Report Services (P.O.C.)	\$0.00	
		☐ Easement(s): Consent to easement(s) by secured party(ies).
Total Other Charges	\$0.00	
		☐ Other Disbursements:
Sub Total	\$0.00	
Land*	\$3,403,539.00	11
Easements*		11
Less Sales Deposit Received	\$0.00	10
		10
		12
		Special Conditions Right of Way Contract
Total Compensation	\$3,403,539.00	Yes ☐ No ☒
Total Escrow & Title Costs	N/A	14
		Entry Agreement
Total Purchase Price	\$3,403,539.00	Yes ☐ No ☒
		Addendum attached hereto and made a
TOTAL **	\$3,403,539.00	part hereof

*Escrow and title policy fees based on this amount only.

**Sum of "Total Closing Costs" and "Total Purchase Price" only.

*** P.O.C Paid outside of closing

Project:	MC85 at 83 rd Avenue and Center Turn Lane Expansion	PCN:	TT0345
Assessor Parcel No.:	101-11-989	Item No	D22664
Agent:	John Gaffney	Telephone #	602-506-8304

The GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE as described in the Exhibit(s) attached hereto and made a part hereof, Agent is directed to deliver said conveyance to THE CITY OF TOLLESON, an Arizona municipal corporation, title to said property to be transferred upon execution of the Special Warranty Deed by the BOARD OF SUPERVISORS OF MARICOPA COUNTY and its recordation with the Maricopa County Recorder's office.

The CITY OF TOLLESON provided, at their own cost, an appraisal report created by Sun Point Appraisals with a final opinion of market value of \$3,403,539.00. The purchase price and the balance thereof shall be paid in accordance with the terms herein.

The CITY OF TOLLESON has waived escrow and title insurance. Upon such waiver, the references to Title Company, Escrow Agent and title insurance herein are not applicable.

No element of this transaction will be handled through a title company. The deed will not be recorded by MARICOPA COUNTY until receipt of payment from the GRANTEE to the GRANTOR for the total purchase price referenced herein.

It is understood and agreed the consideration expressed herein is accepted by the GRANTOR as full and complete compensation for the interest being acquired.

This Agreement is subject to cancelation pursuant to A.R.S. § 38-511.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

GRANTEE ACCEPTANCE AND APPROVAL:
CITY OF TOLLESON, an Arizona municipal corporation

Reyes Medrano, City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared Reyes Medrano, City Manager of the CITY OF TOLLESON, known to me to be the person whose name is subscribed to the forgoing instrument.

Given under my hand and seal of the office this ____ day of _____ 20 ____.

Notary Public (signature)

RECOMMENDED FOR APPROVAL:

**MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION**

Jesse Gutierrez, Director Date

**MARICOPA COUNTY
REAL ESTATE DEPARTMENT**

Alex Smith, Director Date

APPROVED AS TO FORM and within the powers and authority granted under the laws of the State of Arizona and Maricopa County

Max Carpinelli Date
Deputy County Attorney

APPROVED

GRANTOR: MARICOPA COUNTY

Chairman of the Board

Date

ATTEST

Clerk of the Board

Date

STATE OF ARIZONA)
)ss
COUNTY OF MARICOPA)

Before me, _____, Notary Public in and for said County, State of Arizona, on this day personally appeared _____, known to me to be the person whose name is subscribed to the forgoing instrument as Chairman of the Board of Supervisors for Maricopa County.

Given under my hand and seal of the office this ____ day of _____, 20____.

Notary Public (signature)

EXHIBIT "A"

Parcel No. 101-11-989
Project No. TT0345
MC85 at 83rd Avenue and Center Turn Lane Expansion
Item No. D22664

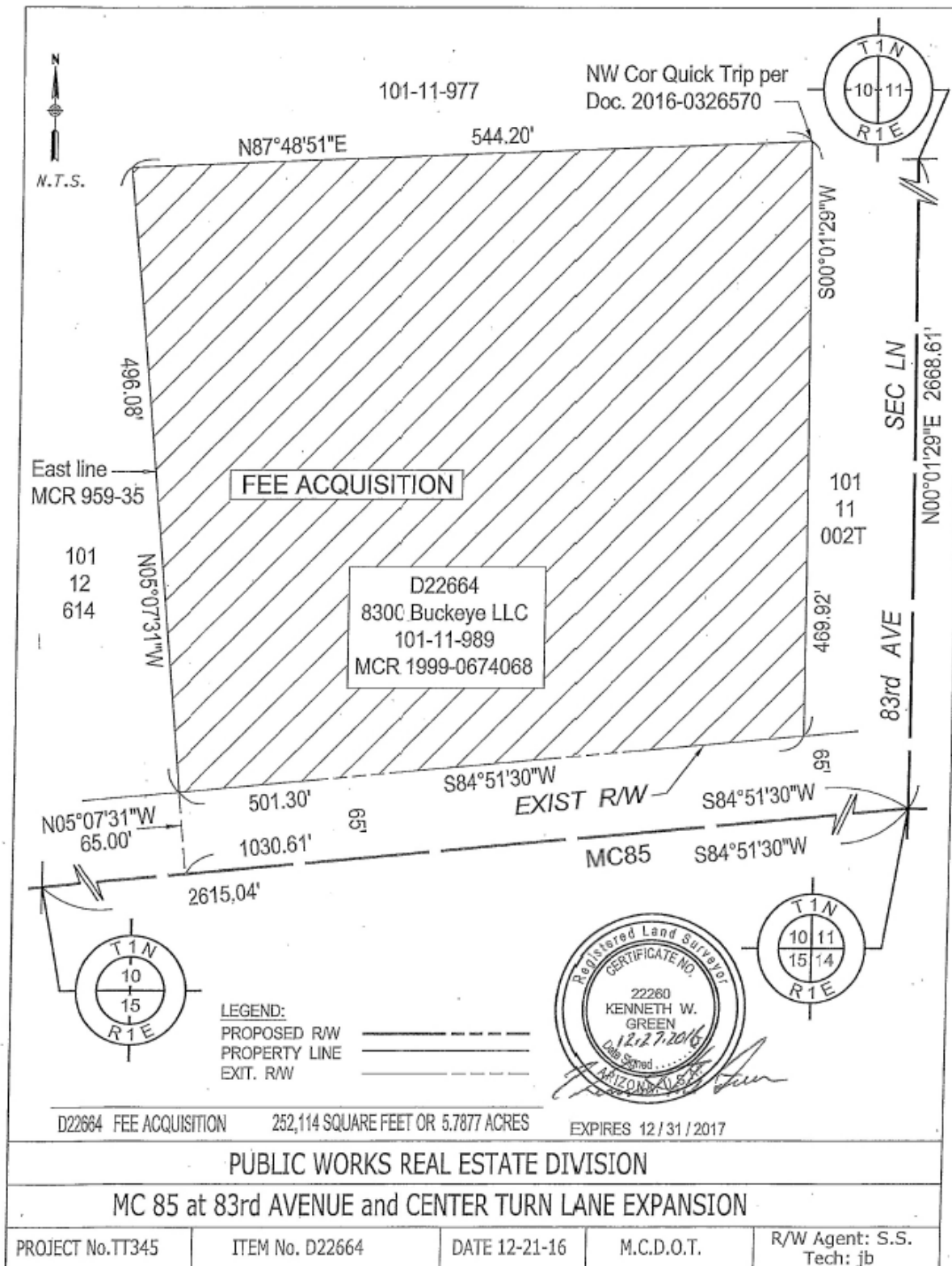
LEGAL DESCRIPTION

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COMMENCING at the Southeast corner of said Southeast quarter of Section 10, from which the South quarter corner of said Section bears South 84°51'30" West a distance of 2615.04 feet and from which the East quarter corner of said Section bears North 00°01'29" East a distance of 2668.61 feet; thence along the South line of the said Southeast quarter, South 84°51'30" West a distance of 1030.61 feet; thence leaving said South line, North 05°07'31" West a distance of 65.00 feet to the Southeast corner of "86th Avenue Industrial Park" as shown in the plat recorded in Book 959 Page 39, MCR, being also the North line of the South 65.00 feet of said Southeast quarter and the **POINT OF BEGINNING**; thence continuing, North 05°07'31" West a distance of 496.08 feet; thence North 87°48'51" East a distance of 544.20 feet to the Northwest corner of the property conveyed to "Quick Trip Corporation" in document 2016-0326570; thence along the East line of said property, South 00°01'29" West a distance of 469.92 feet to a point on the North line of the South 65.00 feet of said Southeast quarter; thence along last said North line, South 84°51'30" West a distance of 501.30 feet to the **POINT OF BEGINNING**.

The above described parcel contains 252,114 square feet or 5.7877 acres, more or less.

EXHIBIT "A" CONTINUED



Project: MC85 at 83rd Avenue and Center
Turn Lane Expansion
Project No.: TT0345

Page 7 of 7

APN: 101-11-989
MCDOT Item No.: D22664



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 626 N.S. - Site Plan Review and Building Permits Procedures

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting adoption of Ordinance No. 626 N.S., amending Section 12-4-169 of the Tolleson City Code relating to procedures for site plan review and building permits.

BACKGROUND:

Chapter 12 of the Tolleson City Code governs land usage and zoning procedures. Section 12-4-169, which outlines the processes for site plan review and issuance of building permits, had not been recently updated to reflect current internal department names, digital submission requirements, and streamlined permitting procedures. In line with the City's efforts to improve development review efficiency and support smart growth, it became necessary to modernize this section of the Code.

DISCUSSION:

Ordinance No. 626 N.S. amends Chapter 12, Article 12-4 of the Tolleson City Code by revising Section 12-4-169 to clarify application procedures, submittal standards, and departmental roles. The term "Building Department" is replaced with "Development Services Department" throughout the section to reflect current departmental structure. The ordinance updates language to require digital plan submissions rather than paper copies and references the City's consolidated fee schedule for clarity.

Key updates also include clarification of the review process for site plans and associated building and engineering permits, the addition of minor versus major amendment definitions and approval procedures, and a clear process for obtaining extensions. These changes improve transparency, align with modern administrative practices, and ensure that developers and property owners are better informed of expectations and requirements.

BUDGET IMPACT:

There is no direct budget impact associated with this ordinance. The proposed revisions are procedural and administrative in nature and do not involve additional expenditures.

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 626 N.S., amending Section 12-4-169 of the Tolleson City Code to update procedures related to site plan review and building permits, ensuring consistency, efficiency, and alignment with current development practices.

ATTACHMENTS:

1. Ord 626 N.S. Building Procedures - Site Plan Review and Building Permits 08 26 25

ORDINANCE NO. 626 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE CODE OF TOLLESON, ARIZONA, CHAPTER 12 LAND USAGE, ARTICLE 12-4 ZONING – GENERAL PROCEDURES BY AMENDING SECTION 12-4-169 PROCEDURES – SITE PLAN REVIEW AND BUILDING PERMITS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Council of the City of Tolleson desire to amend the City Code to adopt updated versions of the Chapter 12 Land Usage, Article 12.4 Zoning – General Procedures by amending Section 12-4-169 Procedures – Site Plan Review and Building Permits;

WHEREAS, reasonable regulations relating to building, construction, and property maintenance are in the best interests of residents to protect public health and safety; and

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

Section 1. In General.

The Code of Tolleson, Arizona, Chapter 12 Land Usage, Article 12-4 Zoning – General Procedures by amending Section 12-4-169 Procedures – Site Plan Review and Building Permits is hereby amended to read as follows (additions in **ALL CAPS**; deletions in ~~strikeout~~).

Article 12-4 Zoning – General Procedures

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

(A) *Applicability.*

- (1) All development in the City of Tolleson, except detached or attached single-family units on individual lots, shall be subject to site plan review as provided in this article.
- (2) All applications for rezoning, except those involving a detached or attached single-family units on individual lots, shall be accompanied by a site plan prepared in accordance with this section; the site plans shall be submitted together with the rezoning application.

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

sufficient information for the city to determine whether the proposed development meets the requirements of the city. Said information shall include, but is not limited to, the following:

- (1) Site plan, inclusive of the following, as applicable:
 - (a) Name of project.
 - (b) Legal description.
 - (c) Address or location.
 - (d) Assessor's parcel number(s).
 - (e) Zoning of subject property and adjacent properties.
 - (f) Vicinity map showing location of parcel.
 - (g) North arrow.
 - (h) Legend.
 - (i) Scale (of a standard engineering scale not less than 1" = 50').
 - (j) Title block indicating the person(s) and/or firm(s) that prepared the plan, address, phone number, and email along with date of original preparation and date(s) of subsequent revision(s).
 - (k) Owner and developer information including contact person, address, email and phone number.
- (1) Property dimensions and area.
- (m) Required setbacks.
- (n) Existing and proposed structures and land uses on-site and immediately adjacent to the site.
- (o) Proposed density in units per acre and/or buildings per lot.
- (p) Parking (required and proposed including ADA spaces) and circulation and fire lanes.
- (q) Any other pertinent features proposed for the site such as monument or freestanding signs, screening or perimeter walls and fences, etc.
- (2) Building elevations, colored and depicting each side of each building;
- (3) Preliminary grading and drainage plan, inclusive of retention basin calculations and FEMA floodplains, as applicable;
- (4) Preliminary utility plan; and
- (5) Preliminary landscaping plan.

(C) *Site plans review.*

(1) The ~~Building~~ **DEVELOPMENT SERVICES** Department shall review all submitted site plan applications. If the Department determines that the proposed site plan:

- (a) Is consistent with the health, safety and welfare of the community; and
- (b) Is in harmony with the purposes and intent of this article, the general plan, the zoning code and any other applicable plan for the area, then the Department may recommend site plan approval to the **ZONING ADMINISTRATOR** ~~City Council~~ and may recommend the conditions and safeguards as the Department deems necessary to satisfy the provisions in this article, the general plan and zoning code.

(2) The Department may determine that the conditions required for approval do not exist and, thereupon, recommend site plan denial **TO THE ZONING ADMINISTRATOR**.

(D) ~~*City Council action.* Upon recommendation from the Building Department, the City Council shall hold a public hearing on the proposed site plan. Notice of the public hearing shall be provided by mailing a notice of public hearing at least 15 days prior to the public hearing to each owner of property as last disclosed by Maricopa County real estate tax records, situated wholly or partially within 300 feet of the subject property. The applicant shall furnish to the Building Department with its application the names, addresses and stamped addressed envelopes for the property owners, and the Department shall mail the notices. The City Council may approve the site plan and may impose the conditions and stipulations as it deems necessary to satisfy the requirements of the general plan, zoning code and this article. If the City Council determines that the site plan does not meet the minimum requirements for approval, it may deny the site plan, or refer the plan back to the Building Department for review and amendment.~~

(E) *Building **AND ENGINEERING** permits based upon approved site plan.*

- (1) For all development subject to site plan review, an approved site plan and proper zoning are required prior to the commencement of any construction or development on the site.
- (2) The applicant shall obtain the necessary building, **ENGINEERING** and/or construction permits within 180 days of the date of approval of the site plan. If a **BUILDING, ENGINEERING AND/OR CONSTRUCTION** permit is not obtained within the 180-day time frame, the applicant may, prior to the

date of expiration, file a request for an extension, whereupon the Zoning Administrator may authorize a one-time, 180-day extension. If the time frame has expired, the applicant shall submit a new site plan, together with the applicable documents and fees as stipulated in the above provisions.

- (3) All applications for a building permit shall be made on forms provided by the city and shall be accompanied by ~~four copies~~ a digital copy of plans, as specified by the ~~Building~~ **DEVELOPMENT SERVICES** Department, with all commercial, industrial, ~~or~~ multi-family developments **OR** subdivision plans sealed by an Arizona registered architect or engineer, drawn to scale, showing the location and actual shape and dimension of the lot to be built upon; the exact size and locations on the lot of any existing buildings, the lines within which the proposed building shall be erected or altered, the intended use of new buildings and their total square footage.
- (F) *Amendments to approved site plans.* Any change or modification to an approved site plan shall be considered an amendment to the site plan. For all site plan amendments, revised site plans incorporating the changes shall be submitted to the ~~Building~~ **DEVELOPMENT SERVICES** Department. Site plan amendments shall be classified as major or minor and processed accordingly.
- (1) *Criteria for major amendments.* Any modification which, as determined by the ~~Building~~ **DEVELOPMENT SERVICES** Department, substantially changes the approved site plan, shall be considered a major site plan amendment. The Department shall consider all amendments that would increase project gross land area, building square footage, or residential densities by more than 10%; materially change project land use; or alter traffic or pedestrian circulation patterns, to be major site plan amendments.
 - (2) *Criteria for minor amendments.* Any modification which, as determined by the ~~Building~~ **DEVELOPMENT SERVICES** Department, does not substantially change the approved site plan, shall be considered a minor site plan amendment. The Department shall consider changes such as minor dimensional building configuration and landscape changes, as well as the addition of shade structures, to be minor site plan amendments.
 - (3) *Approval of major amendments.* If the ~~Building~~ **DEVELOPMENT SERVICES** Department determines that an application **is MEETS THE CRITERIA** for a major site plan amendment, a new application form together with the revised site plan, associated materials, and the application fee shall be submitted to the ~~Building~~ **DEVELOPMENT SERVICES** Department and shall be subject to the application and site plan review processes as herein set forth.

- (4) *Approval of minor amendments.* If the ~~Building~~ **DEVELOPMENT SERVICES** Department determines that an application ~~is~~ **MEETS THE CRITERIA** for a minor site plan amendment, the Department shall approve or deny the application through the ~~building~~ permit process.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona this 26th day of August, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 626 N.S. - Subdivision Procedures and Standards

MEETING DATE: August 26, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting approval of Ordinance No. 627 N.S., which amends various sections of the Tolleson City Code governing subdivision procedures, including plat review, approval processes, and design standards.

BACKGROUND:

Chapter 12, Article 12-2 of the Tolleson City Code provides the regulatory framework for subdivision planning and development. As part of the City's ongoing initiative to modernize and streamline development procedures, the Development Services Department has reviewed the subdivision code provisions and identified opportunities for administrative efficiency, technical clarity, and consistency with current practices.

DISCUSSION:

Ordinance No. 627 N.S. makes comprehensive updates to multiple sections of Article 12-2 of the Tolleson City Code. These revisions affect both procedural and technical aspects of subdivision approval, including preliminary and final plats, lot splits, required improvements, and design criteria such as blocks and public open space. Among the significant changes are updated roles and responsibilities, replacing outdated references to the Planning and Zoning Commission with appropriate staff or departments, such as the Zoning Administrator, City Engineer, and Development Services Department.

Additionally, the ordinance clarifies submission timelines, extension procedures, and requirements for engineering, surveying, and plat documentation. The updates reflect current internal workflows, technology usage, and alignment with statutory and best practice standards in land development review.

BUDGET IMPACT:

There is no direct impact to the City's budget resulting from the adoption of this ordinance. The changes are administrative and procedural in nature and are intended to improve clarity and efficiency.

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 627 N.S., amending Chapter 12, Article 12-2 of the Tolleson City Code to update subdivision procedures and standards in order to improve internal processes, enhance clarity, and ensure compliance with current development practices.

ATTACHMENTS:

1. Ord 627 N.S. Building Procedures - Subdivisions 08 26 25

ORDINANCE NO. 627 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE CODE OF TOLLESON, ARIZONA, CHAPTER 12 LAND USAGE, ARTICLE 12-2 SUBDIVISIONS BY AMENDING GENERAL PROVISIONS SECTION 12-2-2 PRELIMINARY PLAN; PROCEDURES SECTIONS 12-2-21 PROCEDURE FOR CONDITIONAL APPROVAL OF PRELIMINARY PLAT, 12-2-22 PROCEDURE FOR APPROVAL OF FINAL PLAT, AND 12-2-23 PROCEDURE FOR APPROVAL OF LOT SPLIT; FINAL PLAN SECTIONS 12-2-40 FINAL PLAN OF SUBDIVISION, AND 12-2-43 ITEMS REQUIRED TO BE SHOWN ON FINAL PLAT; REQUIRED IMPROVEMENTS SECTION 12-2-60 GENERAL PROVISIONS; AND GENERAL REQUIREMENTS SECTIONS 12-2-75 GENERAL PRINCIPLES OF ACCEPTABILITY, AND 12-2-77 BLOCKS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Council of the City of Tolleson desire to amend the City Code to adopt updated versions of the Chapter 12 Land Usage, Article 12-2 Subdivisions by amending General Provisions Section 12-2-2 Preliminary Plan; Procedures Sections 12-2-21 Procedure for Conditional Approval of Preliminary Plat, 12-2-22 Procedure for Approval of Final Plat, And 12-2-23 Procedure for Approval of Lot Split; Final Plan Sections 12-2-40 Final Plan of Subdivision, and 12-2-43 Items Required to be Shown on Final Plat; Required Improvements Section 12-2-60 General Provisions; and General Requirements Sections 12-2-75 General Principles of Acceptability, And 12-2-77 Blocks;

WHEREAS, reasonable regulations relating to building, construction, and property maintenance are in the best interests of residents to protect public health and safety; and

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

Section 1. In General.

The Code of Tolleson, Arizona, Chapter 12 Land Usage, Article 12-2 Subdivisions by amending General Provisions Section 12-2-2 Preliminary Plan; Procedures Sections 12-2-21 Procedure for Conditional Approval of Preliminary Plat, 12-2-22 Procedure for Approval of Final Plat, And 12-2-23 Procedure for Approval of Lot Split; Final Plan Sections 12-2-40 Final Plan of Subdivision, and 12-2-43 Items Required to be Shown on Final Plat; Required Improvements Section 12-2-60 General Provisions; and General Requirements Sections 12-2-75 General Principles of Acceptability, And 12-2-77 Blocks are hereby amended to read as follows (additions in **ALL CAPS**; deletions in ~~strikeout~~).

* * *

GENERAL PROVISIONS

§ 12-2-2 PRELIMINARY PLAN.

- (A) The subdivision preliminary plan is intended to precede and supplement the final plat of subdivision which is to be recorded. Its purpose is to show all facts needed to enable the ~~Planning and Zoning Commission~~ and the administrative officers of the city to determine whether the proposed layout of the land in question and the proposed public improvements are satisfactory from the stand point of public interest. All required engineering and surveying work must be performed by or under the supervision of a registered engineer or surveyor, as the case may be, registered in accordance with the provisions of the Arizona State Board of Registration for Professional Engineers and Land Surveyors.

* * *

- (4) *Additional information.* The following information shall be submitted to, and approved by the City Engineer prior to approval of a preliminary plan ~~by the Planning and Zoning Commission.~~

* * *

PROCEDURES

§ 12-2-21 PROCEDURE FOR CONDITIONAL APPROVAL OF PRELIMINARY PLAT.

* * *

- (B) ~~Six copies of the preliminary plat and supplementary material specified shall be submitted Planning and Zoning Commission at least seven days prior to the meeting at which it is to be considered.~~
- (C) Within 30 days after the submission of the preliminary plat and other materials submitted for conformity thereof to these regulations and negotiations with the subdivider on changes deemed advisable and the kind and extent of improvements to be made by him or her, the ~~Planning and Zoning Commission~~ **ADMINISTRATIVE STAFF** shall recommend its recommendation as conditional approval and state the conditions of the approval, if any, or if disapproved, shall express its disapproval and its reasons therefore by letter, noting reasons therein, including citation of, or reference to, the rules and regulations violated by the plat.

* * *

§ 12-2-22 PROCEDURE FOR APPROVAL OF FINAL PLAT.

* * *

- (B) The original and four copies of the final plat, and other supplementary material required for approval, shall be submitted. ~~to the Planning and Zoning Commission at least seven days prior to the meeting at which it is to be considered.~~ It shall also be required that the above material be submitted ~~to the Planning Commission~~ within six months after approval of the preliminary plat; otherwise, the approval shall become null and void unless an extension of time is applied for and granted by the ~~Planning Commission~~ **ZONING ADMINISTRATOR**. The filing of a unit of the preliminary plat automatically extends approval of the preliminary plat for six months.
- (C) Within 30 days after the submission of the final plat and supplementary material required for approval, ~~the Planning Commission~~ shall recommend its final actions, except as provided in § 12-2-61.
- (D) The **ZONING ADMINISTRATOR** ~~City Council~~ shall take final action on any final plat, based upon ~~the Planning Commission's~~ **STAFF** recommendation, and application of the City Code to the plat.

§ 12-2-23 PROCEDURE FOR APPROVAL OF LOT SPLIT.

* * *

- (B) Any proposed lot split shall be submitted to the ~~Planning and Zoning Commission~~ **DEVELOPMENT SERVICES DEPARTMENT** to determine compliance with applicable platting, subdividing and zoning regulations. The City Manager or City Engineer may require the submittal of any additional information as is pertinent to make this determination.

* * *

FINAL PLAN

§ 12-2-40 FINAL PLAN OF SUBDIVISION.

No subdivision as defined by this article shall be made of land without the preparation and recording of a plat of subdivision, as defined in § 12-2-1 of this article, in accordance with the provisions of the rules and regulations; except as exempted from the platting by § 12-2-23 of this article. The final plat of subdivision is the official recordable plat. It shall be submitted within six months following **THE ZONING ADMINISTRATOR'S** ~~the Planning and Zoning Commission's~~ authorization to proceed under the provisions of the subdivision preliminary plan.

* * *

§ 12-2-43 ITEMS REQUIRED TO BE SHOWN ON FINAL PLAT.

* * *

(C) Other items to be shown on final plat.

- (1) Any restrictive covenants to apply to lots in the subdivision other than those set forth in the zoning code, or other ordinances of the city, shall be signed by the owner(s) and shall be printed in the subdivision plat or recorded in the office of the Recorder of Maricopa County with a notation on the plat. If restrictive covenants are filed or altered after the final plat has been recorded, a certified copy of the same shall be furnished to ~~the Planning and Zoning Commission~~ and the City Engineer;

* * *

REQUIRED IMPROVEMENTS

§ 12-2-60 GENERAL PROVISIONS.

All public improvements shown on the preliminary plan and any additional improvements that may be required by the ~~Planning and Zoning Commission~~ **ZONING ADMINISTRATOR**, as a condition for approval of the final plat, shall be the responsibility of the subdivider. All improvements constructed shall meet the city standard specifications, as adopted or amended.

* * *

GENERAL REQUIREMENTS

§ 12-2-75 GENERAL PRINCIPLES OF ACCEPTABILITY.

* * *

- (B) *Public open spaces and sites.* Where, as indicated by the master plan, a proposed subdivision contains, wholly or in part, a proposed public open space or a proposed site for a public building, the sites shall be reserved unless the concerned authority states it has no intention of development in the area. The ~~Planning and Zoning Commission~~ **ZONING ADMINISTRATOR** will immediately notify the concerned authority.
- (C) ~~*Neighborhood plan.* If a tentative plan has been approved by the Planning and Zoning Commission for the neighborhood of the proposed subdivision, the street system of the latter shall conform substantially thereto.~~
- (D) *Un-subdivided portion of tract.* The ~~Planning and Zoning Commission~~ **CITY ENGINEER** may require a sketch of the tentative future street system beyond the limits of the tract adjacent to the land area presently being subdivided.

* * *

§ 12-2-77 BLOCKS.

- (A) Length of residential blocks shall not be more than 1,000 feet long unless approved by the ~~CITY ENGINEER Planning and Zoning Commission~~. Blocks longer than 800 feet in length shall have a crosswalk near the center of the block where required as necessary by the ~~CITY ENGINEER Planning and Zoning Commission~~.

* * *

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona this 26th day of August, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney



CITY COUNCIL REPORT

SUBJECT: Chasse Building Team Construction Manager at Risk (CM@R) Agreement – Phase III
Tolleson Aquatics Center Project and Related Contingency Transfer

MEETING DATE: August 26, 2025

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

PURPOSE:

The Development Services Department is requesting approval of the Construction Manager at Risk (CM@R) Agreement between the City of Tolleson and Chasse Building Team, Inc. for Phase III of the Tolleson Aquatics Center Project, with a Guaranteed Maximum Price (GMP) not to exceed \$36,900,000, for the construction of the Tolleson Aquatics Center (TAC); and authorization of a transfer of contingency funds (10107080) in the amount of \$2,000,000 to the Aquatic Center Capital Project fund (51115199).

BACKGROUND:

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

On May 27, 2025, Council approved 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.

DISCUSSION:

The Aquatic Center project is ready to move into construction. This phase of the CM@R Agreement covers construction costs related to the project.

BUDGET IMPACT:

The FY 2025-26 budget includes \$32M in the Aquatic Center Capital Project fund (5141-0101). In addition, Council authorized an additional \$2M in contingency funds for the Aquatic Center, for a total FY 2026 budget of \$34M. This contract total is \$36.9M, leaving a budget shortfall of \$2.9M in the current year. The budget shortfall of \$2.9M will need to be included in the FY 2027 budget, which will be adopted in June of 2026.

Staff is also requesting Council authorize the contingency transfer of \$2M in the current year, to establish the current year budget of \$34M.

RECOMMENDATION:

Staff recommends approval of the Construction Manager at Risk (CM@R) Agreement between the City of Tolleson and Chasse Building Team, Inc. for Phase III of the Tolleson Aquatics Center Project, with a Guaranteed Maximum Price (GMP) not to exceed \$36,900,000, and authorization of a transfer of contingency funds (10107080) in the amount of \$2,000,000 to the Aquatic Center Capital Project fund (51115199).

ATTACHMENTS:

1. 1 - Final Construction Services Contract - Aquatics Center
2. 2025-08-18 - Milestone
3. 2 - EXHIBIT A - CM@R GMP COST MODEL FORM

**CONSTRUCTION SERVICES CONTRACT
FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT**

Project Name: City of Tolleson Aquatics Center
Project No.: ENG 24-02

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CONSTRUCTION SERVICES CONTRACT FOR CONSTRUCTION MANAGER AT RISK (CM@R) PROJECT

THIS CONSTRUCTION SERVICES CONTRACT (this “Contract”) between the City of Tolleson, a municipal corporation (“CITY”) and Chasse Building Team, Inc., an Arizona domestic for-profit (business) corporation (“CM@R”), (collectively, “the Parties”), is hereby entered into and shall be effective on the last signature date set forth below (the “Effective Date”).

CITY and CM@R, in consideration of the mutual covenants set forth herein, agree as follows:

1.0 CM@R - FIDUCIARY DUTY

- 1.1 This Contract is for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@R has participated in the design process and been an active member of the Project Team and is fully aware of the issues and constraints involved in this construction Project.
- 1.2 CM@R is CITY’S fiduciary responsible for undertaking all necessary action contemplated under the Contract Documents, as defined in Section 8.0 of this Contract, to construct the Project and ensure timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).
- 1.3 This Project is an “open book” project. CITY is entitled to attend any and all meetings, and CITY shall have access to any and all records of CM@R or maintained by CM@R relating to the Project.

2.0 CONSTRUCTION SERVICES

- 2.1 Unless otherwise specifically defined in this Contract, all capitalized terms used herein shall have the meanings ascribed to them in the Contract Documents, which include, but are not limited to, the Construction Manager at Risk Pre-Construction Services Contract, the General Conditions, the Supplementary Conditions, and the Project Drawings and Specifications.
- 2.2 CM@R shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the City of Tolleson Aquatics Center Project and is generally described as follows: Complete construction of the City of Tolleson Aquatics Center facility in accordance with the Contract Documents. The full scope of work is described in detail in the Contract Documents.
- 2.3 CM@R shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

3.0 CITY OF TOLLESON PROJECT MANAGER

CITY has appointed a Project Manager/Construction Manager (PM/CM) to manage this Project and to represent CITY on the Project site. CITY'S PM/CM will assume all duties and responsibilities and will have all rights and authority assigned to CITY PM/CM in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

CITY'S PM/CM for this Project is Chris Hamilton.

4.0 CONTRACT TIME

- 4.1 CM@R shall submit to CITY, on or before the effective date of this Contract, a Critical Path Method (CPM) Construction Progress Schedule in a format compatible with City Engineer recommendations, resource and cost loaded, indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.
- 4.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Completion and readiness for final payments as stated in the Contract Documents, are of the essence of the Contract.
- 4.3 The Work shall be substantially complete within _____ working days after the date when the Contract Times commence to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to Proceed within _____ working days after the date when the Contract Times commences to run.
- 4.4 Failure of CM@R to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling CITY to terminate the Contract unless CM@R applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.
- 4.5 Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CM@R's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.
- 4.6 CITY'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@R to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling CITY to all the remedies set forth herein or provided by law.

5.0 LIQUIDATED AND SPECIAL DAMAGES

5.1 It is hereby agreed that the amounts per day set forth herein in paragraph 5.1.1 are reasonable estimates of such liquidated damages and that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by CITY, and CM@R agrees to pay such liquidated damages as herein provided.

5.1.1 CITY and CM@R recognize that time is of the essence for this Contract and that CITY will suffer financial loss, in addition to and apart from the costs described in Paragraph 5.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Section 4, plus any extensions thereof allowed in accordance within the Contract Documents. CITY and CM@R also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by CITY if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CM@R agree that as liquidated damages for delay (but not as a penalty) CM@R shall pay CITY three thousand five hundred dollars and no cents (\$3,500.00) for each working day that expires after the time specified in Section 4 for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@R shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CM@R shall pay CITY one thousand five hundred dollars and no cents (\$1,500.00) for each working day that expires after the time specified in Section 5 for final completion and readiness for final payment.

5.2 Special Damages: In addition to the amounts provided for liquidated damages, CM@R shall pay CITY the actual costs reasonably incurred by CITY for CITY'S PM/CM, the Project Engineer and for engineering and inspection forces employed on the Work for each working day that expires after the time specified in Section 3 for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is \$130.00 per hour. The rate for the work by the Project Engineer / CITY's PM/CM for this Contract is \$175.00 per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

5.3 CITY may withhold and deduct from any payment due to CM@R the amount of liquidated damages, special damages, and other costs, such as CM@R's failed testing costs or damages to other CITY property, from any moneys due CM@R under the Contract.

6.0 CONTRACT PRICE

CITY shall pay CM@R for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the Total Project Cost of \$36,900,000 as more specifically set forth in Exhibit A – Guaranteed Maximum Price (GMP) Proposal (including Cost Model Form CM@R 04.04) and incorporated herein by reference.

7.0 CM@R REPRESENTATIONS

As part of the inducement for CITY to enter into this Contract, CM@R makes the following representations:

- 7.1 CM@R was a member of the Project Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.
- 7.2 CM@R has examined and carefully studied the Contract Documents (including any Addenda) and other related data, including “technical data” and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.3 CM@R has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@R and safety precautions and programs incident thereto. CM@R acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@R’s purposes. CM@R acknowledges that CITY and CITY’S PM/CM do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein within respect to Underground Facilities at or contiguous to the site. CM@R acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.
- 7.4 CM@R has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.5 CM@R has made or caused to be made examinations, investigations, tests, studies and related data as it deems necessary, and CM@R does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.6 CM@R has correlated the information known to CM@R, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.
- 7.7 CM@R has given CITY’S PM/CM written notice of all conflicts, errors, or discrepancies that CM@R has discovered in the Contract Documents, and the written resolution thereof by CITY is acceptable to CM@R, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CM@R assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering for the project, for which written notice has not been provided and which a reasonable CM@R, participating in the design process as the Construction Manager at Risk would have discovered.

8.0 CONTRACT DOCUMENTS

“Contract Documents,” as used throughout this Agreement, includes the following documents, which are hereby incorporated by reference and made a material part of this Contract:

- 8.1 This Contract and any exhibits, amendments, or addenda thereto.
- 8.3 The Project Specifications dated _____ entitled _____ Project.
- 8.4 The Project Drawings comprised of a set entitled _____ and dated _____.
- 8.5 Performance Bond and Payment Bond.
- 8.6 The approved CPM Construction Schedule dated _____.
- 8.7 The Project General Conditions.
- 8.8 The Project Supplementary Conditions.
- 8.9 Notice to Proceed dated _____.
- 8.10 CM@R’s Guaranteed Maximum Price (GMP) dated _____.
- 8.11 CM@R’s List of Subcontractors.
- 8.12 CM@R’s Schedule of Manufacturers and Suppliers of Major Equipment and Material Items.
- 8.13 The CM@R Pre-Construction Services Contract.
- 8.14 The CITY’S Request for Qualifications (RFQ) and associated documents.
- 8.15 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:
 - A. Written Attachments
 - B. Work Change Directives
 - C. Change Order(s)

9.0 MISCELLANEOUS

- 9.1 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party’s right to enforce such a provision at a later time and shall not serve to vary the terms of this Contract.
- 9.2 CITY and CM@R each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these Contract Documents.

9.3 Immigration Law Compliance Warranty:

- 9.3.1 As required by A.R.S. § 41-4401, CM@R hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CM@R further warrants that after hiring an employee, CM@R verifies the employment eligibility of the employee through the E-Verify program.
- 9.3.2 If CM@R uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.
- 9.3.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. CM@R is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. CITY at its option may terminate the Contract after the third violation. CM@R shall not be deemed in material breach of this Contract if the CM@R and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).
- 9.3.4 CITY retains the legal right to inspect the papers of any CM@R or subcontractor employee who works on the Contract to ensure that the CM@R or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.
- 9.3.5 If state law is amended, the parties may modify this paragraph consistent with state law.

9.4 Equal Treatment of Workers: CM@R shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Work. CM@R shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). CM@R shall protect and indemnify City and its representatives against any claim or liability arising from or based on the violation of such, whether by CM@R or its employees.

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

9.6 China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by

the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

CITY OF TOLLESON

By: _____
Its: Mayor

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

CONSTRUCTION MANAGER AT RISK

By: _____

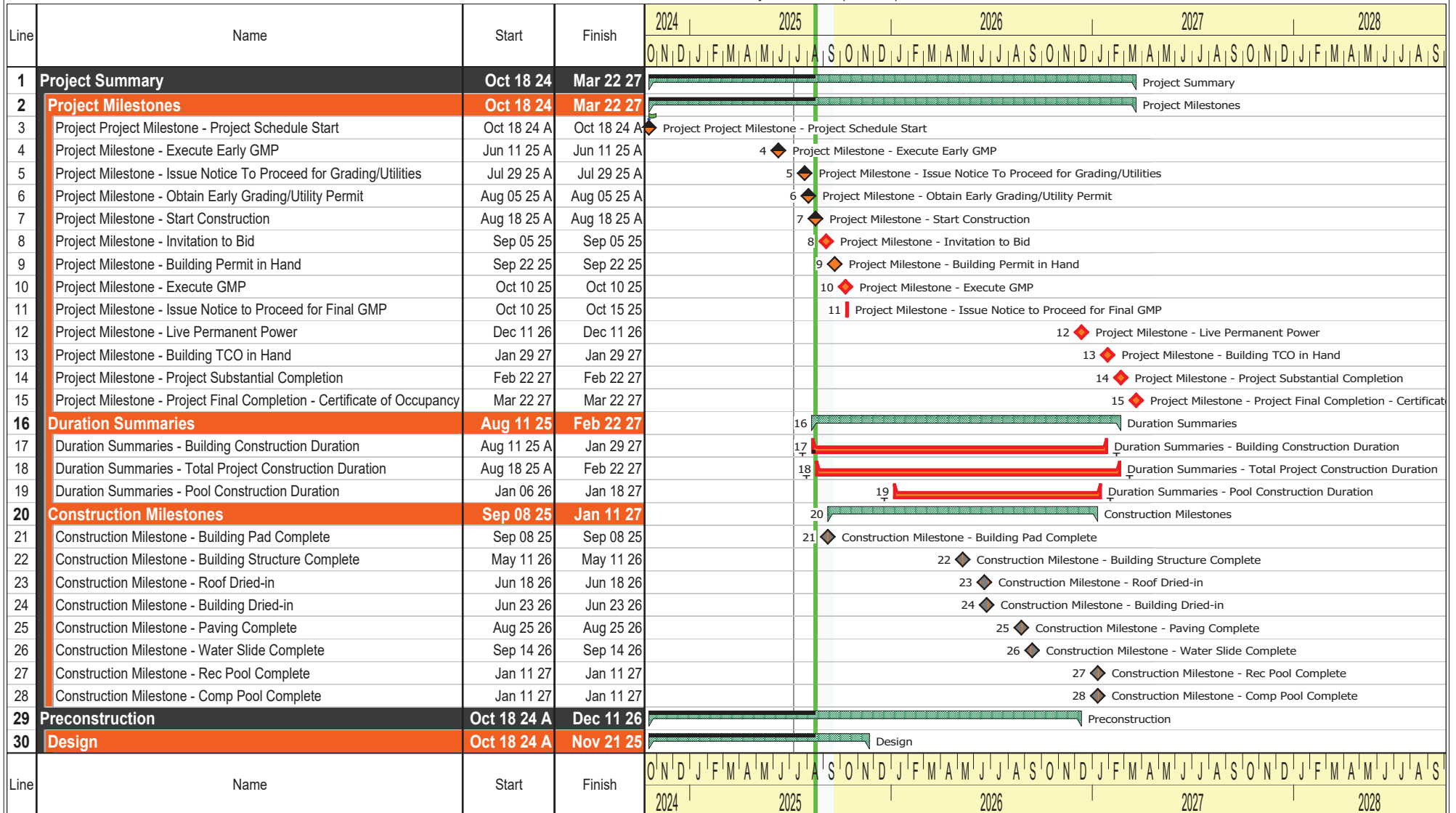
Title: _____

220083 Tolleson Aquatics Center

Printed: 8/20/2025

** Chasse All Work with Summary Bars View (with TF)

Page 1 of 2



Project Owner : City of Tolleson

Progress Period (Data Date): 8/18/2025

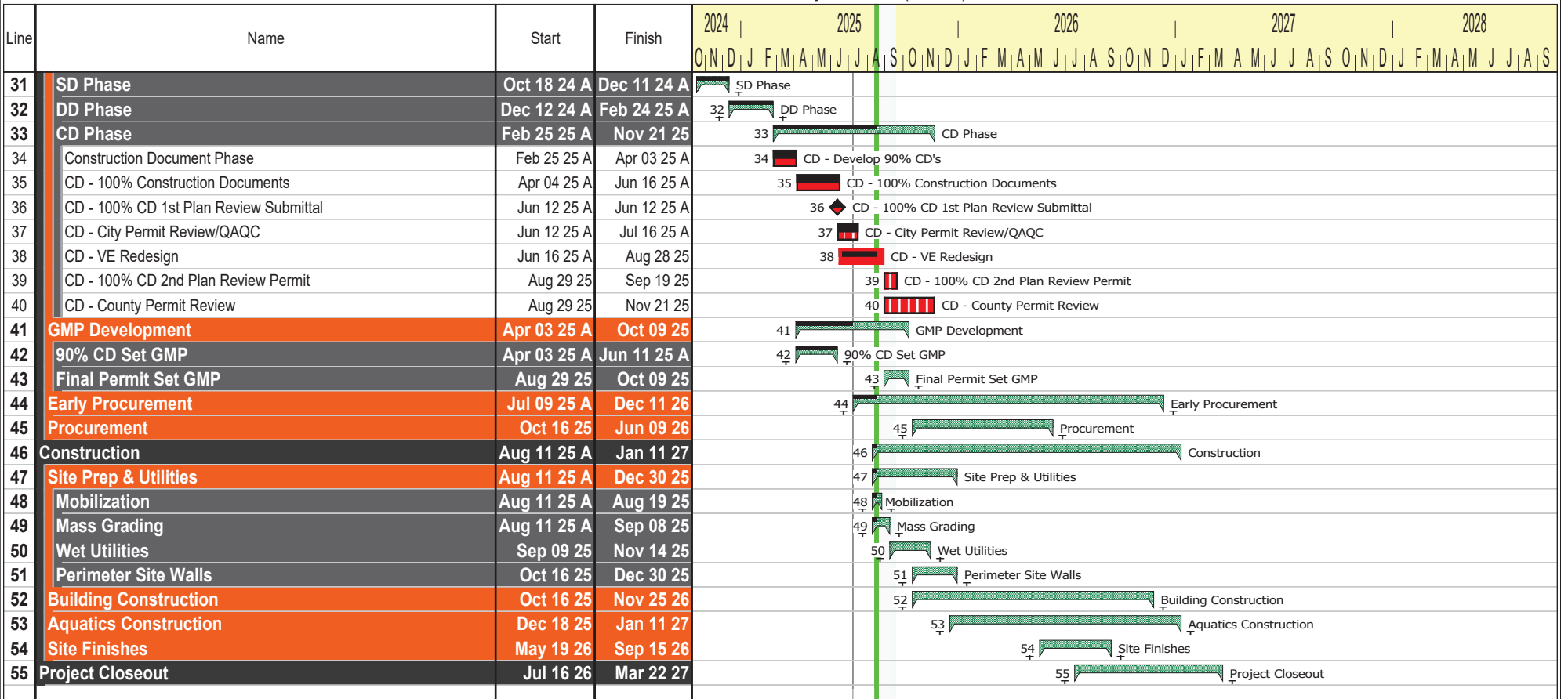
Project Start Date: 10/18/2024
Project Finish Date: 3/22/2027

220083 Tolleson Aquatics Center

Printed: 8/20/2025

** Chasse All Work with Summary Bars View (with TF)

Page 2 of 2



Line	Name	Start	Finish

Responsibility,Impacts

Construction Milestone
 Project Milestone
 Architet
 Owner
 AHJ

Calendar Exceptions

Holiday
 Weekend

EXHIBIT A - CM@R GMP COST MODEL**Project Name: City of Tolleson Aquatics Center****Date: 8/22/25****Project Location: 8469 W. Van Buren St. Tolleson, Az 85353****Project No: ENG 24-02****Contract No:****A. Direct Costs:**

	Amount
A1 Labor and Burden	\$ -
A2 Equipment (Owned and Rented)	\$ -
A3 Material, Supplies, and Fees	\$ -
A4 Subcontracts	\$ 25,501,009
A5 Allowances & Contingencies	\$ 1,733,840

A. - Total of Direct Costs: \$ 27,234,849**B. General Conditions:**

5.13%	\$	1,888,326
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Subtotal 1 (Cost Of The Work) \$ 29,123,175**C. Contractor's Fee:**

5.00%	\$	1,456,159
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Subtotal 2 \$ 30,579,333**D. Bonds and Insurance Allowances:**

D1 Bonds	1.10%	\$	336,373
D2 Insurance	2.46%	\$	753,172

D. - Bonds & Insurance Allowance Total: \$ 1,089,545**Subtotal 3 13.69% \$ 31,668,878****E. Sales Tax**

E1 Sales Tax	6.07%	\$	1,922,301
E2 Tax Credits		\$	-

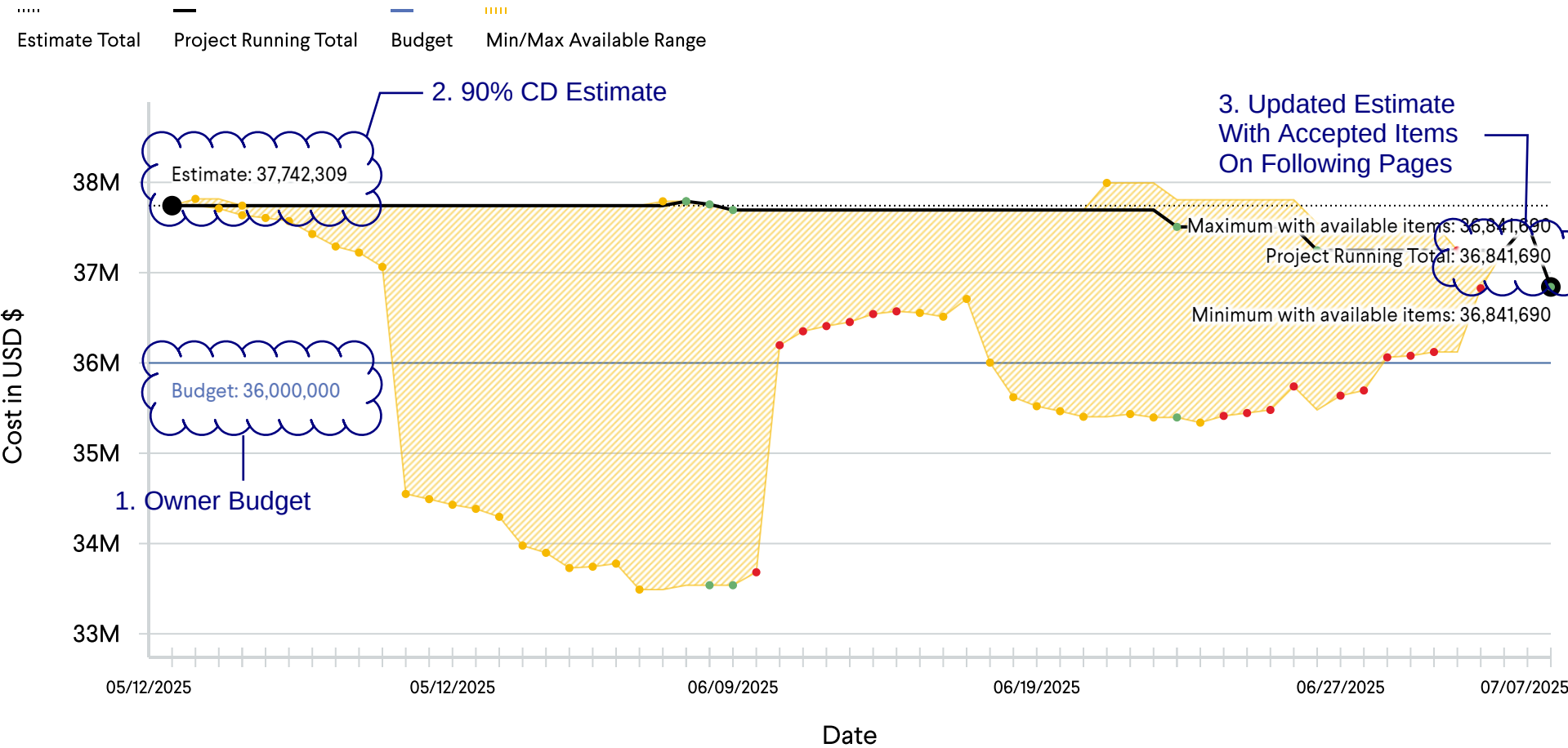
E. - Sales Tax Total: \$ 1,922,301**F. GMP Proposal: \$ 33,591,179****G. Preconstruction Services: \$ 185,000****H. Previous GMP's: \$ 3,065,511****I. Total Project Cost \$ 36,841,690****NOTES:****1. Contractor to fill in highlighted areas only:**

- Direct Costs (A) to be completed as the cost estimate is developed.
- Indirect Cost (B, C and D) percentages to be established during preconstruction phase negotiations.

2. Formulas Used in Calculations:

Subtotal 1 = A + B
Contractor's Fee (C) = C Percentage x Subtotal 1
Subtotal 2 = C + Subtotal 1
Bond & Insurance Allowances = D Percentages x Subtotal 2
Subtotal 3 = D + Subtotal 2
Sales Tax (E1) = Subtotal 3 x 5.07%
GMP Proposal (F) = Subtotal 3 + E
Preconstruction Services (G) is Contractor's costs associated with that phase.
Previous GMP's (H) includes total cost of previous approved GMP's
Total Project Cost (I) = F + G + H

Cost Trendline



90% CD Estimate: Items

23 Items Grouped by: Elements Filtered by: Status: Accepted, Incorporated, Not Chosen, Pending, Rejected

	Cost Impact	Schedule Impact
Aquatics - Aquatics		
 #1 (Rejected) Sand Filer & UV System - Remove At Lazy River Beach Entry	-\$74,763	tbd
 #2 (Rejected) Filter Media - Silica Sand Filter In Lieu of Glass Media	-\$31,631	tbd
 #3 (Rejected) Lazy River Drain Sumps - (2ea) Sumps In Lieu of (8ea)	-\$29,905	tbd
 #4 (Rejected) Pool Finish - White Cement Finish In Lieu of Pebble Fina Classico Finish As Specified	-\$34,506	tbd
 #5 (Rejected) Artificial Rock - Eliminate From Scope Of Work	-\$143,775	tbd
 #19 (Rejected) Eliminate Backwash Tanks	-\$17,253	tbd
 #20 (Rejected) Aquatic Filtration System - Resize Filter Media Change	-\$41,982	tbd
 #25 (Accepted) Recreation Pool Aquatic Play Feature - Rough Order Of Magnitude	\$300,000	tbd
Building A & B - Building A & B		
 #6 (Accepted) Standing Seam Metal Roof Options	-\$260,089 3 options (6.1 accepted)	tbd
 #6.1 (Accepted) 60mil Sarnafil with Décor ribs 24" OC In Lieu of Standing Seam Metal Roof	-\$260,089 Option in #6	tbd
 #7 (Accepted) Alternate Lighting Package	-\$34,139	tbd
 #8 (Rejected) Exposed Ceilings In Locker Rooms In Lieu of Acoustical Ceilings (Pricing Will Reduce If Alt #23 Is Accepted)	-\$157,931	tbd
 #9 (Rejected) Reduce Square Footage of Building A & B By 25% From 19,787 To 14,841 SF	-\$2,514,683	tbd
 #16 (Accepted) Rubber Flooring In Locker Rooms In Lieu of Stained Concrete	\$48,088	tbd
 #22 (Accepted) Delete Fitness Room (1,813 SF) - Option 4	-\$705,161	tbd
 #24 (Accepted) CBT Donate Precon Fee	-\$187,000	tbd
Deck Storage - Deck Storage		

⊗ #15 (Rejected) Defer Deck Storage To Future	-\$154,033	tbd
⊗ #23 (Rejected) Move Deck Storage To Competition Locker Rooms 205 & 206 - Option 3	-\$420,363	tbd
Shade Pavillion - Shade Pavillion		
⊗ #14 (Rejected) Fabric Shade Pavillion With 40'x40' Gorillabrellas In Lieu of Steel Structure	-\$366,914	tbd
Site and Offsite - Site and Offsite		
⊗ #10 (Rejected) Alternative Underground Stormwater Retention System In Lieu of Stormbrixx	-\$57,510	tbd
✓ #11 (Accepted) Stamped Asphalt - Standard Asphalt In Lieu of Stamped Medallion Asphalt	-\$62,318	tbd
⊗ #12 (Rejected) Eliminate The Need For Drywells	-\$45,203	tbd
⊗ #13 (Rejected) Aluminum Bleachers Provided By Owner	-\$88,347	tbd

Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set Name
General	TS1	TITLE SHEET	0	3/31/2025	3/31/2025	90% Set
General	TS2	SHEET INDEX	0	3/31/2025	3/31/2025	90% Set
General	CS-1	LIFE SAFETY SITE PLAN	2	3/31/2025	3/31/2025	90% Set
General	CS-2	LIFE SAFETY FLOOR PLAN	2	3/31/2025	3/31/2025	90% Set
Site Plan	SP-1	OVERALL SITE PLAN	2	3/31/2025	3/31/2025	90% Set
Site Plan	SP-2	SITE PLAN NORTH	2	3/31/2025	3/31/2025	90% Set
Site Plan	SP-2A	SITE PLAN NORTH -DECK/PAVEMENT	1	3/31/2025	3/31/2025	90% Set
Site Plan	SP-2B	DIMENSION SITE PLAN	1	3/31/2025	3/31/2025	90% Set
Site Plan	SP-3	SITE PLAN SOUTH	2	3/31/2025	3/31/2025	90% Set
Site Plan	SP-3A	SITE PLAN SOUTH - DECK/PAVEMENT	1	3/31/2025	3/31/2025	90% Set
Site Plan	SP-3B	DIMENSION SITE PLAN SOUTH	0	3/31/2025	3/31/2025	90% Set
Site Plan	SP-4	ENLARGED SITE PLANS	2	3/31/2025	3/31/2025	90% Set
Site Plan	SP-5	ENLARGED SITE PLANS	2	3/31/2025	3/31/2025	90% Set
Site Plan	SD1	SITE DETAILS	2	3/31/2025	3/31/2025	90% Set
Site Plan	SD2	SITE DETAILS	2	3/31/2025	3/31/2025	90% Set
Site Plan	SD3	SITE DETAILS	2	3/31/2025	3/31/2025	90% Set
Civil	CV-101	CIVIL DETAILS	1	3/31/2025	3/31/2025	90% Set
Civil	CV-301	GRADING AND DRAINAGE PLAN	1	3/31/2025	3/31/2025	90% Set
Civil	CV-302	GRADING AND DRAINAGE PLAN	1	3/31/2025	3/31/2025	90% Set
Civil	CV-401	COORDINATE GEOMETRY	1	3/31/2025	3/31/2025	90% Set
Civil	CV-402	COORDINATE GEOMETRY	1	3/31/2025	3/31/2025	90% Set
Civil	CV-403	COORDINATE GEOMETRY	1	3/31/2025	3/31/2025	90% Set
Civil	CV-501	CIVIL DETAILS	1	3/31/2025	3/31/2025	90% Set
Civil	CV-502	CIVIL DETAILS	1	3/31/2025	3/31/2025	90% Set
Civil	CV-503	CIVIL DETAILS	1	3/31/2025	3/31/2025	90% Set
Civil	UT-101	UTILITY NOTES	1	3/31/2025	3/31/2025	90% Set
Civil	UT-201	UTILITY PLAN	1	3/31/2025	3/31/2025	90% Set
Civil	UT-202	UTILITY PLAN	1	3/31/2025	3/31/2025	90% Set
Landscape	LS-101	LANDSCAPE NOTES AND LEGEND	1	3/31/2025	3/31/2025	90% Set
Landscape	LS-201	LANDSCAPE PLAN	1	3/31/2025	3/31/2025	90% Set
Landscape	LS-202	LANDSCAPE PLAN	1	3/31/2025	3/31/2025	90% Set
Landscape	LS-301	LANDSCAPE DETAILS	1	3/31/2025	3/31/2025	90% Set
Landscape	LS-302	Revision Date:	0	3/31/2025	3/31/2025	90% Set
Landscape	SM-201	SURFACE MATERIALS PLAN	1	3/31/2025	3/31/2025	90% Set
Landscape	SM-202	SURFACE MATERIALS PLAN	1	3/31/2025	3/31/2025	90% Set
Landscape	IR-101	IRRIGATION NOTES	1	3/31/2025	3/31/2025	90% Set
Landscape	IR-102	IRRIGATION LEGENDS	1	3/31/2025	3/31/2025	90% Set

Landscape	IR-201	IRRIGATION PLAN	1	3/31/2025	3/31/2025 90% Set
Landscape	IR-202	IRRIGATION PLAN	1	3/31/2025	3/31/2025 90% Set
Landscape	IR-301	IRRIGATION DETAILS	1	3/31/2025	3/31/2025 90% Set
Landscape	IR-302	IRRIGATION DETAILS	1	3/31/2025	3/31/2025 90% Set
Landscape	IR-303	IRRIGATION DETAILS	1	3/31/2025	3/31/2025 90% Set
Architectural	A1.10	OVERALL FLOOR PLANS	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.11	ENLARGED FLOOR PLAN BUILDING A	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.12	ENLARGED FLOOR PLAN BUILDING B	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.13	ENLARGED FLOOR PLAN DECK STORAGE AND SHADE CANOPY	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.14	ENLARGED BUILDING A FLOOR PLANS	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.15	ENLARGED BUILDING A FLOOR PLANS	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.16	ENLARGED BUILDING A FLOOR PLANS	1	3/31/2025	3/31/2025 90% Set
Architectural	A1.17	ENLARGED BUILDING B FLOOR PLANS	1	3/31/2025	3/31/2025 90% Set
Architectural	A1.18	ENLARGED BUILDING B FLOOR PLANS	1	3/31/2025	3/31/2025 90% Set
Architectural	A1.19	ENLARGED PUMP ROOM FLOOR PLANS	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.20	OVERALL DIMENSION FLOOR PLAN	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.21	ENLARGED DIMENSION FLOOR PLAN BUILDING A	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.22	ENLARGED DIMENSION FLOOR PLAN BUILDING B	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.23	ENLARGED DIMENSION FLOOR PLAN SHADE CANOPY AND DECK STORAGE	1	3/31/2025	3/31/2025 90% Set
Architectural	A1.24	ENLARGED DIMENSION PLAN BUILDING A -LOBBY AND LOCKERS	1	3/31/2025	3/31/2025 90% Set
Architectural	A1.25	ENLARGED BUILDING A DIMENSION FLOOR PLAN	1	3/31/2025	3/31/2025 90% Set
Architectural	A1.26	ENLARGED DIMENSION FLOOR PLAN BUILDING B - LOCKERS AND FITNESS	1	3/31/2025	3/31/2025 90% Set
Architectural	A1.30	INTERIOR ELEVATIONS BUILDING A	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.31	INTERIOR ELEVATIONS BUILDING A	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.32	INTERIOR ELEVATIONS BUILDING A	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.33	INTERIOR ELEVATIONS BUILDING A	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.34	INTERIOR ELEVATIONS BUILDING B	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.35	INTERIOR ELEVATIONS BUILDING B	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.36	INTERIOR ELEVATIONS BUILDING B	2	3/31/2025	3/31/2025 90% Set
Architectural	A1.40	OVERALL FINISH FLOOR PLAN	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.41	ENLARGED BUILDING A FINISH FLOOR PLAN	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.42	ENLARGED BUILDING B FINISH FLOOR PLAN	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.43	FINISHES AND MATERIALS	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.60	DOOR SCHEDULES AND DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.61	DOOR DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.66	STOREFRONT ELEVATIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.73	MILLWORK DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A1.74	MILLWORK DETAILS	0	3/31/2025	3/31/2025 90% Set

Architectural	A1.77	STOREFRONT DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A2.10	OVERALL REFLECTED CEILING PLAN	0	3/31/2025	3/31/2025 90% Set
Architectural	A2.11	ENLARGED REFLECTED CEILING PLAN BUILDING A	1	3/31/2025	3/31/2025 90% Set
Architectural	A2.12	ENLARGED REFLECTED CEILING PLAN BUILDING B	1	3/31/2025	3/31/2025 90% Set
Architectural	A2.13	ENLARGED REFLECTED CEILING PLAN SHADE CANOPY AND DECK STORAGE	1	3/31/2025	3/31/2025 90% Set
Architectural	A2.14	ENLARGED REFLECTED CEILING PLAN BUILDING A	1	3/31/2025	3/31/2025 90% Set
Architectural	A2.15	ENLARGED REFLECTED CEILING PLAN BUILDING A	1	3/31/2025	3/31/2025 90% Set
Architectural	A2.16	ENLARGED REFLECTED CEILING PLAN BUILDING B	0	3/31/2025	3/31/2025 90% Set
Architectural	A2.20	CEILING DETAILS	1	3/31/2025	3/31/2025 90% Set
Architectural	A2.21	CEILING DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A3.0	EXTERIOR ELEVATIONS BUILDING A	2	3/31/2025	3/31/2025 90% Set
Architectural	A3.1	EXTERIOR ELEVATIONS BUILDING A	0	3/31/2025	3/31/2025 90% Set
Architectural	A3.2	EXTERIOR ELEVATIONS BUILDING B	0	3/31/2025	3/31/2025 90% Set
Architectural	A3.3	EXTERIOR ELEVATIONS DECK STORAGE	1	3/31/2025	3/31/2025 90% Set
Architectural	A3.4	EXTERIOR ELEVATIONS SHADE CANOPY	0	3/31/2025	3/31/2025 90% Set
Architectural	A4.0	OVERALL ROOF PLAN	2	3/31/2025	3/31/2025 90% Set
Architectural	A4.1	ENLARGED ROOF PLAN BUILDING A	2	3/31/2025	3/31/2025 90% Set
Architectural	A4.2	ENLARGED ROOF PLAN BUILDING B	2	3/31/2025	3/31/2025 90% Set
Architectural	A4.3	ENLARGED ROOF PLAN BUILDING DECK STORAGE AND SHADE CANOPY	2	3/31/2025	3/31/2025 90% Set
Architectural	A4.6	ROOF DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A4.7	ROOF DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A4.8	ROOF DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A4.9	ROOF DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.0	EXTERIOR ELEVATIONS BUILDING A	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	A5.1	EXTERIOR ELEVATIONS BUILDING A	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	A5.2	EXTERIOR ELEVATIONS BUILDING B	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	A5.3	EXTERIOR ELEVATIONS DECK STORAGE	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	A5.4	EXTERIOR ELEVATIONS SHADE CANOPY	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	A5.10	BUILDING SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.11	BUILDING SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.12	BUILDING A SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.13	BUILDING SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.14	BUILDING SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.15	BUILDING SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.16	BUILDING SECTIONS	2	3/31/2025	3/31/2025 90% Set
Architectural	A5.20	WALL SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.21	WALL SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.22	WALL SECTIONS	0	3/31/2025	3/31/2025 90% Set

Architectural	A5.23	WALL SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.24	WALL SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.25	WALL SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A5.26	WALL SECTIONS	0	3/31/2025	3/31/2025 90% Set
Architectural	A6.1	WALL TYPES	0	3/31/2025	3/31/2025 90% Set
Architectural	A6.2	WALL TYPES	0	3/31/2025	3/31/2025 90% Set
Architectural	A6.10	BUILDING SECTIONS	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	A6.11	BUILDING SECTIONS	1	1/31/2025	1/31/2025 60% CD Set
Architectural	A6.12	BUILDING SECTIONS	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	A6.13	BUILDING SECTIONS	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	A7.1	BUILDING DETAILS	0	3/31/2025	3/31/2025 90% Set
Architectural	A8.0	AXONOMETRIC VIEWS	0	3/31/2025	3/31/2025 90% Set
Architectural	A10.0	AXONOMETRIC VIEWS	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Architectural	ADA1	ADA DETAILS - GENERAL MOUNTING HEIGHTS	2	3/31/2025	3/31/2025 90% Set
Architectural	ADA2	ADA DETAILS - DOOR/GATE CLEARANCES	2	3/31/2025	3/31/2025 90% Set
Architectural	ADA3	ADA DETAILS - GENERAL CLEARANCES	2	3/31/2025	3/31/2025 90% Set
Architectural	TS	Title Sheet	0	11/25/2024	11/25/2024 SD Set (Not for Construction)
Structural	S1.1	GENERAL STRUCTURAL NOTES	1	3/31/2025	3/31/2025 90% Set
Structural	S1.2	TYPICAL DETAILS	1	3/31/2025	3/31/2025 90% Set
Structural	S1.3	TYPICAL DETAILS	1	3/31/2025	3/31/2025 90% Set
Structural	S2.1A	FOUNDATION PLAN - BUILDING A	2	3/31/2025	3/31/2025 90% Set
Structural	S2.1B	FOUNDATION PLAN - BUILDING B	2	3/31/2025	3/31/2025 90% Set
Structural	S2.1C	FOUNDATION PLAN - CANOPY & STORAGE	1	3/31/2025	3/31/2025 90% Set
Structural	S2.2A	ROOF FRAMING PLAN - BUILDING 1	2	3/31/2025	3/31/2025 90% Set
Structural	S2.2A1	HIGH ROOF FRAMING PLAN - BUILDING 1	1	3/31/2025	3/31/2025 90% Set
Structural	S2.2B	ROOF FRAMING PLAN - BUILDING 2	2	3/31/2025	3/31/2025 90% Set
Structural	S2.2B1	HIGH ROOF FRAMING PLAN - BUILDING 2	1	3/31/2025	3/31/2025 90% Set
Structural	S2.2C	FRAMING PLAN - CANOPY & STORAGE	1	3/31/2025	3/31/2025 90% Set
Structural	S3.1	FOUNDATION DETAILS	1	3/31/2025	3/31/2025 90% Set
Structural	S4.1	ROOF FRAMING DETAILS	1	3/31/2025	3/31/2025 90% Set
Structural	S4.2	ROOF FRAMING DETAILS	1	3/31/2025	3/31/2025 90% Set
Mechanical	M2.0	MECHANICAL PLAN - SOUTH	2	3/31/2025	3/31/2025 90% Set
Mechanical	M2.1	MECHANICAL PLAN - NORTH	2	3/31/2025	3/31/2025 90% Set
Mechanical	M2.3	MECHANICAL ROOF PLAN - SOUTH	2	3/31/2025	3/31/2025 90% Set
Mechanical	M2.4	MECHANICAL ROOF PLAN - NORTH	2	3/31/2025	3/31/2025 90% Set
Mechanical	M3.0	MECHANICAL PIPING PLAN - SOUTH	0	3/31/2025	3/31/2025 90% Set
Mechanical	M3.1	MECHANICAL PIPING PLAN - NORTH	0	3/31/2025	3/31/2025 90% Set
Mechanical	M4.0	MECHANICAL SCHEDULES	1	3/31/2025	3/31/2025 90% Set

Mechanical	M4.1	MECHANICAL CALCULATIONS	0	3/31/2025	3/31/2025 90% Set
Mechanical	M5.0	MECHANICAL DETAILS	1	3/31/2025	3/31/2025 90% Set
Plumbing	P2.0	PLUMBING PLAN - SOUTH	1	3/31/2025	3/31/2025 90% Set
Plumbing	P2.1	PLUMBING PLAN - NORTH	1	3/31/2025	3/31/2025 90% Set
Plumbing	P3.0	PLUMBING NORTH RR - WAST & VENT DIAGRAM	0	3/31/2025	3/31/2025 90% Set
Plumbing	P3.1	PLUMBING NORTH RR - WATER DIAGRAM	0	3/31/2025	3/31/2025 90% Set
Plumbing	P3.2	PLUMBING DIAGRAMS NORTH CONCESSIONS	0	3/31/2025	3/31/2025 90% Set
Plumbing	P3.3	PLUMBING SOUTH RR - WASTE & VENT DIAGRAM	0	3/31/2025	3/31/2025 90% Set
Plumbing	P3.4	PLUMBING SOUTH RR - WATER DIAGRAM	0	3/31/2025	3/31/2025 90% Set
Plumbing	P3.5	PLUMBING SOUTH BLDG - GAS DIAGRAM	0	3/31/2025	3/31/2025 90% Set
Plumbing	P3.6	PLUMBING NORTH BLDG - GAS DIAGRAM	0	3/31/2025	3/31/2025 90% Set
Plumbing	P4.0	PLUMBING SCHEDULES	1	3/31/2025	3/31/2025 90% Set
Plumbing	P4.1	PLUMBING FIXTURES SPECIFICATIONS	1	3/31/2025	3/31/2025 90% Set
Plumbing	P5.0	PLUMBING DETAILS	1	3/31/2025	3/31/2025 90% Set
Plumbing	P5.1	PLUMBING DETAILS	0	3/31/2025	3/31/2025 90% Set
Electrical	E0.0	ELECTRICAL LEGEND & NOTES	2	3/31/2025	3/31/2025 90% Set
Electrical	E0.1	PHOTOMETRIC PLAN POOLS	0	3/31/2025	3/31/2025 90% Set
Electrical	E0.2	PHOTOMETRIC PLAN PARKING	0	3/31/2025	3/31/2025 90% Set
Electrical	E0.3	PHOTOMETRIC PLAN CANOPY	0	3/31/2025	3/31/2025 90% Set
Electrical	E1 .0	ELECTRICAL SITE PLAN - POOLS	0	3/31/2025	3/31/2025 90% Set
Electrical	E1.1	SITE PARKING PLANS	1	3/31/2025	3/31/2025 90% Set
Electrical	E1.2	OVERALL ROOF LIGHTING PLAN	1	3/31/2025	3/31/2025 90% Set
Electrical	E1.3	ELECTRICAL IT SITE PLAN	1	3/31/2025	3/31/2025 90% Set
Electrical	E1.4	SITE GROUNDING PLANS	1	3/31/2025	3/31/2025 90% Set
Electrical	E1.5	ENLARGED FLOOR PLAN - DECK STORAGE AND CANOPY	0	3/31/2025	3/31/2025 90% Set
Electrical	E2.0	ENLARGED POWER PLAN - BUILDING A	2	3/31/2025	3/31/2025 90% Set
Electrical	E2.1	ENLARGED POWER PLAN - BUILDING B	2	3/31/2025	3/31/2025 90% Set
Electrical	E3.0	SPECIAL SYSTEMS PLAN - BUILDING A	2	3/31/2025	3/31/2025 90% Set
Electrical	E3.1	SPECIAL SYSTEMS PLAN - BUILDING B	2	3/31/2025	3/31/2025 90% Set
Electrical	E4.0	ENLARGED PUMP ROOM 111 FLOOR PLANS	2	3/31/2025	3/31/2025 90% Set
Electrical	E4.1	ENLARGED PUMP ROOM 200 FLOOR PLANS	2	3/31/2025	3/31/2025 90% Set
Electrical	E5.0	ENLARGED LIGHTING PLAN - BUILDING A	2	3/31/2025	3/31/2025 90% Set
Electrical	E5.1	ENLARGED LIGHTING PLAN - BUILDING B	0	3/31/2025	3/31/2025 90% Set
Electrical	E6.0	ENLARGED ROOF PLAN - BUILDING A	1	3/31/2025	3/31/2025 90% Set
Electrical	E6.1	ENLARGED ROOF PLAN - BUILDING B	0	3/31/2025	3/31/2025 90% Set
Electrical	E7.0	ONE-LINE DIAGRAM & SCHEDULES	1	3/31/2025	3/31/2025 90% Set
Electrical	E7.1	PUMP DIAGRAMS	0	3/31/2025	3/31/2025 90% Set
Electrical	E8.0	PANELBOARD SCHEDULES BUILDING A	2	3/31/2025	3/31/2025 90% Set

Electrical	E8.1	PANELBOARD SCHEDULES BUILDING A	0	3/31/2025	3/31/2025 90% Set
Electrical	E9.0	ELECTRICAL SCHEDULES BUILDING B	1	3/31/2025	3/31/2025 90% Set
Electrical	E10.0	ELECTRICAL SCHEDULES	0	3/31/2025	3/31/2025 90% Set
Electrical	E10.1	ELECTRICAL SCHEDULES	0	3/31/2025	3/31/2025 90% Set
Electrical	E11.0	ELECTRICAL DETAILS	0	3/31/2025	3/31/2025 90% Set
Electrical	E11.1	ELECTRICAL DETAILS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-01	AQUATIC COVER SHEET	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-02	AQUATIC FACILITY SITE PLAN	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-11	COMP. POOL DIMENSION PLAN	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-12	RECREATION POOL DIMENSION PLAN	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-13	COMP. POOL KEYNOTE PLAN	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-14	RECREATION POOL KEYNOTE PLAN	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-15	COMP. POOL PLUMBING PLAN	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-16	RECREATION POOL PLUMBING PLAN	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-17	RECREATION POOL PLUMBING PLAN	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-18	RECREATION POOL PLUMBING PLAN	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-19	LIGHT CONDUIT ROUTING PLANS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-21	COMP. POOL EQUIPMENT ROOMS	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-22	REC. POOL EQUIPMENT ROOM	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-31	COMPETITION POOL SECTIONS	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-32	RECREATION POOL SECTIONS	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-33	RECREATION POOL SECTIONS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-51	COMPETITION POOL DETAILS	1	3/31/2025	3/31/2025 90% Set
Aquatic	SP-52	COMPETITION POOL DETAILS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-53	RECREATION POOL DETAILS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-61	COMP. POOL SYSTEM SCHEMATICS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-62	REC. POOL SYSTEM SCHEMATICS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-63	REC. POOL SYSTEM SCHEMATICS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-64	REC. POOL SYSTEM SCHEMATICS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-65	REC. POOL SYSTEM SCHEMATICS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-91	COMPETITION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-92	COMPETITION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-93	COMPETITION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-94	COMPETITION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-95	COMPETITION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-96	COMPETITION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-97	RECREATION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-98	RECREATION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set
Aquatic	SP-99	RECREATION POOL CUT SHEETS	0	3/31/2025	3/31/2025 90% Set

Division	Number	Description	Revision	Issued Date	Set
00 - Procurement and Contracting Requirements	00 01 01	PROJECT TITLE PAGE	0	3/31/2025	90% Set
00 - Procurement and Contracting Requirements	00 01 03	PROJECT DIRECTORY	0	3/31/2025	90% Set
00 - Procurement and Contracting Requirements	00 31 00	AVAILABLE PROJECT INFORMATION	0	3/31/2025	90% Set
00 - Procurement and Contracting Requirements	00 73 00	SUPPLEMENTARY GENERAL CONDITIONS AND MODIFICATIONS	0	3/31/2025	90% Set
01 - General Requirements	01 10 00	SUMMARY	0	3/31/2025	90% Set
01 - General Requirements	01 30 00	ADMINISTRATIVE REQUIREMENTS	0	3/31/2025	90% Set
01 - General Requirements	01 40 00	QUALITY REQUIREMENTS	0	3/31/2025	90% Set
01 - General Requirements	01 41 00	REGULATORY REQUIREMENTS	0	3/31/2025	90% Set
01 - General Requirements	01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	3/31/2025	90% Set
01 - General Requirements	01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	0	3/31/2025	90% Set
01 - General Requirements	01 71 23	FIELD ENGINEERING	0	3/31/2025	90% Set
01 - General Requirements	01 78 00	Closeout Submittals	0	3/31/2025	90% Set
01 - General Requirements	01 79 00	DEMONSTRATION AND TRAINING	0	3/31/2025	90% Set
03 - Concrete	03 10 00	CONCRETE FORMING AND ACCESSORIES	0	3/31/2025	90% Set
03 - Concrete	03 20 00	CONCRETE REINFORCING	0	3/31/2025	90% Set
03 - Concrete	03 30 00	CAST-IN-PLACE CONCRETE	0	3/31/2025	90% Set
03 - Concrete	03 35 11	CONCRETE FLOOR FINISHES	0	3/31/2025	90% Set
04 - Masonry	04 20 00	UNIT MASONRY	0	3/31/2025	90% Set
05 - Metals	05 12 00	STRUCTURAL STEEL FRAMING	0	3/31/2025	90% Set
05 - Metals	05 31 00	STEEL DECKING	0	3/31/2025	90% Set
05 - Metals	05 40 00	COLD-FORMED METAL FRAMING	0	3/31/2025	90% Set
05 - Metals	05 50 00	METAL FABRICATIONS	0	3/31/2025	90% Set
05 - Metals	05 51 33	METAL LADDERS	0	3/31/2025	90% Set
05 - Metals	05 52 13	PIPE AND TUBE RAILINGS	0	3/31/2025	90% Set
06 - Wood, Plastics, and Composites	06 10 00	ROUGH CARPENTRY	0	3/31/2025	90% Set
06 - Wood, Plastics, and Composites	06 41 00	ARCHITECTURAL WOOD CASEWORK	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 14 00	FLUID-APPLIED WATERPROOFING	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 19 00	WATER REPELLENTS	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 21 00	THERMAL INSULATION	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 21 19	FOAMED-IN-PLACE INSULATION	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 41 13	METAL ROOF PANELS	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 42 13.23	Metal Wall Panels	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 57 00	COATED FOAMED ROOFING	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 62 00	SHEET METAL FLASHING AND TRIM	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 71 00	ROOF SPECIALTIES	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 72 00	ROOF ACCESSORIES	0	3/31/2025	90% Set

07 - Thermal and Moisture Protection	07 84 00	FIRESTOPPING	0	3/31/2025	90% Set
07 - Thermal and Moisture Protection	07 92 00	JOINT SEALANTS	0	3/31/2025	90% Set
08 - Openings	08 11 13	HOLLOW METAL DOORS AND FRAMES	0	3/31/2025	90% Set
08 - Openings	08 31 00	ACCESS DOORS AND PANELS	0	3/31/2025	90% Set
08 - Openings	08 33 13	COILING COUNTER DOORS	0	3/31/2025	90% Set
08 - Openings	08 33 23	OVERHEAD COILING DOORS	0	3/31/2025	90% Set
08 - Openings	08 42 29	AUTOMATIC ENTRANCES	0	3/31/2025	90% Set
08 - Openings	08 43 13	ALUMINUM-FRAMED STOREFRONTS	0	3/31/2025	90% Set
08 - Openings	08 71 00	DOOR HARDWARE	0	3/31/2025	90% Set
08 - Openings	08 80 00	GLAZING	0	3/31/2025	90% Set
08 - Openings	81416	FLUSH WOOD DOORS	0	3/31/2025	90% Set
09 - Finishes	09 21 16	GYPSUM BOARD ASSEMBLIES	0	3/31/2025	90% Set
09 - Finishes	09 30 00	TILING	0	3/31/2025	90% Set
09 - Finishes	09 51 00	ACOUSTICAL CEILINGS	0	3/31/2025	90% Set
09 - Finishes	09 54 26	SUSPENDED WOOD CEILINGS	0	3/31/2025	90% Set
09 - Finishes	09 65 00	RESILIENT FLOORING	0	3/31/2025	90% Set
09 - Finishes	09 65 66	RESILIENT ATHLETIC FLOORING	0	3/31/2025	90% Set
09 - Finishes	09 68 13	TILE CARPETING	0	3/31/2025	90% Set
09 - Finishes	09 91 13	EXTERIOR PAINTING	0	3/31/2025	90% Set
09 - Finishes	09 91 23	INTERIOR PAINTING	0	3/31/2025	90% Set
10 - Specialties	10 11 00	VISUAL DISPLAY UNITS	0	3/31/2025	90% Set
10 - Specialties	10 14 00	SIGNAGE	0	3/31/2025	90% Set
10 - Specialties	10 21 13.19	PLASTIC TOILET COMPARTMNTS	0	3/31/2025	90% Set
10 - Specialties	10 21 23	CUBICLE CURTAINS AND TRACK	0	3/31/2025	90% Set
10 - Specialties	10 22 39	FOLDING PANEL PARTITIONS	0	3/31/2025	90% Set
10 - Specialties	10 28 00	TOILET, BATH, AND LAUNDRY ACCESSORIES	0	3/31/2025	90% Set
10 - Specialties	10 43 00	EMERGENCY AID SPECIALTIES	0	3/31/2025	90% Set
10 - Specialties	10 44 00	FIRE PROTECTION SPECIALTIES	0	3/31/2025	90% Set
10 - Specialties	10 51 13	METAL LOCKERS	0	3/31/2025	90% Set
10 - Specialties	10 75 00	FLAGPOLES	0	3/31/2025	90% Set
11 - Equipment	11 11 36	VEHICLE CHARGING EQUIPMENT	0	3/31/2025	90% Set
11 - Equipment	11 66 23	GYMNASIUM EQUIPMENT	0	3/31/2025	90% Set
12 - Furnishings	12 36 00	COUNTERTOPS	0	3/31/2025	90% Set
13 - Special Construction	13 11 23	ON GRADE AQUATIC FEATURES	0	3/31/2025	90% Set
13 - Special Construction	13 11 24	SHOTCRETE FOR AQUATIC FEATURES	0	3/31/2025	90% Set
13 - Special Construction	13 11 25	WATERPROOFING FOR AQUATIC FEATURES	0	3/31/2025	90% Set
13 - Special Construction	13 11 26	TILE FOR AQUATIC FEATURES	0	3/31/2025	90% Set

13 - Special Construction	13 11 27	CEMENTITIOUS COATING FOR AQUATID FEATURES	0	3/31/2025	90% Set
22 - Plumbing	22 01 00	PLUMBING GENERAL PROVISIONS	0	3/31/2025	90% Set
22 - Plumbing	22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	0	3/31/2025	90% Set
22 - Plumbing	22 05 18	ESCUTCHEONS FOR PLUMBING PIPING	0	3/31/2025	90% Set
22 - Plumbing	22 05 19	Meters and Gages for Plumbing Piping	0	3/31/2025	90% Set
22 - Plumbing	22 05 23	General-Duty Valves for Plumbing Piping	0	3/31/2025	90% Set
22 - Plumbing	22 05 29	Hangers and Supports for Plumbing Piping and Equipment	0	3/31/2025	90% Set
22 - Plumbing	22 05 53	Identification for Plumbing Piping and Equipment	0	3/31/2025	90% Set
22 - Plumbing	22 07 19	Plumbing Piping Insulation	0	3/31/2025	90% Set
22 - Plumbing	22 11 16	DOMESTIC WATER PIPING	0	3/31/2025	90% Set
22 - Plumbing	22 11 19	Domestic Water Piping Specialties	0	3/31/2025	90% Set
22 - Plumbing	22 13 16	Sanitary Waste and Vent Piping	0	3/31/2025	90% Set
22 - Plumbing	22 13 19	Sanitary Waste Piping Specialties	0	3/31/2025	90% Set
22 - Plumbing	22 14 13	Facility Storm Drainage Piping	0	3/31/2025	90% Set
22 - Plumbing	22 14 23	Storm Drainage Piping Specialties	0	3/31/2025	90% Set
22 - Plumbing	22 33 00	Electric Domestic Water Heaters	0	3/31/2025	90% Set
22 - Plumbing	22 34 00	Fuel-Fired Domestic Water Heaters	0	3/31/2025	90% Set
22 - Plumbing	22 42 00	Commercial Plumbing Fixtures	0	3/31/2025	90% Set
22 - Plumbing	22 45 00	Emergency Plumbing Fixtures	0	3/31/2025	90% Set
22 - Plumbing	22 47 16	Refrigerated Water Coolers	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 01 00	MECHANICAL GENERAL PROVISIONS	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 13	Common Motor Requirements for HVAC Equipment	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 17	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 29	Hangers and Supports for HVAC Piping and Equipment	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 53	Identification for HVAC Piping and Equipment	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 05 93	Testing, Adjusting, and Balancing for HVAC	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 07 13	Duct Insulation	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 07 19	HVAC Piping Insulation	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 11 23	Facility Natural-Gas Piping	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 21 13	Hydronic Piping	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 23 00	Refrigerant Piping	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 31 13	Metal Ducts	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 33 00	Air Duct Accessories	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 34 23	HVAC Power Ventilators	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 37 13	Diffusers, Registers, and Grilles	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 72 00	Air-to-Air Energy Recovery Equipment	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 74 33	Dedicated Outdoor-Air Units	0	3/31/2025	90% Set

23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 81 19	Self-Contained Air-Conditioners	0	3/31/2025	90% Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	23 81 26	Split-System Air-Conditioners	0	3/31/2025	90% Set
26 - Electrical	26 00 50	ELECTRICAL GENERAL PROVISIONS	0	3/31/2025	90% Set
26 - Electrical	26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	0	3/31/2025	90% Set
26 - Electrical	26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	0	3/31/2025	90% Set
26 - Electrical	26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	0	3/31/2025	90% Set
26 - Electrical	26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	0	3/31/2025	90% Set
26 - Electrical	26 05 53	IDENTIFICATIONS FOR ELECTRICAL SYSTEMS	0	3/31/2025	90% Set
26 - Electrical	26 22 13	LOW-VOLTAGE DISTRIBUTION TRANSFORMERS	0	3/31/2025	90% Set
26 - Electrical	26 24 16	PANELBOARDS	0	3/31/2025	90% Set
26 - Electrical	26 27 26	WIRING DEVICES	0	3/31/2025	90% Set
26 - Electrical	26 28 13	FUSES	0	3/31/2025	90% Set
26 - Electrical	26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	0	3/31/2025	90% Set
26 - Electrical	26 51 19	LED INTERIOR AND EXTERIOR LIGHTING	0	3/31/2025	90% Set
31 - Earthwork	31 10 00	SITE CLEARING	0	3/31/2025	90% Set
31 - Earthwork	31 22 00	GRADING	0	3/31/2025	90% Set
31 - Earthwork	31 23 16	EXCAVATION	0	3/31/2025	90% Set
31 - Earthwork	31 23 16.13	TRENCHING	0	3/31/2025	90% Set
31 - Earthwork	31 23 23	Fill	0	3/31/2025	90% Set
31 - Earthwork	31 31 16	TERMITE CONTROL	0	3/31/2025	90% Set
31 - Earthwork	31 32 13	LIME SOIL STABILIZATION	0	3/31/2025	90% Set
32 - Exterior Improvements	32 12 13	DECORATIVE ASPHALT CONCRETE	0	3/31/2025	90% Set
32 - Exterior Improvements	32 17 23.13	Pavement Markings	0	3/31/2025	90% Set
32 - Exterior Improvements	32 18 13	ARTIFICIALTURF	0	3/31/2025	90% Set
32 - Exterior Improvements	32 31 19	DECORATIVE METAL FENCES AND GATES	0	3/31/2025	90% Set
32 - Exterior Improvements	32 33 13	SITE BICYCLE RACKS	0	3/31/2025	90% Set
32 - Exterior Improvements	32 84 00	PLANTING IRRIGATION	0	3/31/2025	90% Set
32 - Exterior Improvements	32 93 00	LANDSCAPE AND PLANTING	0	3/31/2025	90% Set

91st Ave Pedestrian Bridge - Looking North



Night Rendering



Pedestrian Bridge: 91st Ave



Kimley»Horn
Expect More. Experience Better.



Tolleson Fire Department

MONTHLY REPORT

JUNE / JULY 2025

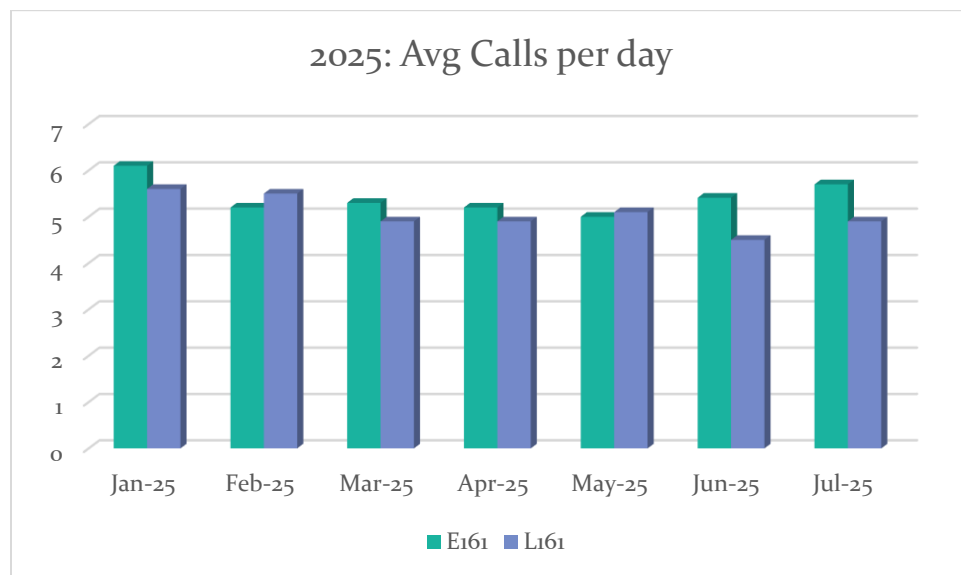


Operations

June/July Call Volume

For June, Engine 161 responded to 162 calls (5.4 calls per day), and Ladder/LT161 responded to a combined 134 calls (4.5 calls per day).

For July, Engine 161 responded to 176 calls (5.7 calls per day), and Ladder/LT161 responded to a combined 153 calls (4.9 calls per day).



Personnel

- FTEs
 - Firefighters – 9 / 8 vacant
 - Engineers – 7 / 0 vacant
 - Captains – 6 / 0 vacant
 - Battalion Chiefs – 2 / 1 vacant
- We have made job offers to 8 individuals. They are all currently going through their pre-hire requirements. We hope that they can all start with our department in early September. One of the individuals is a lateral and

- can start immediately after meeting all pre-hire requirements. The other 7 will start the academy on September 15, 2025.
- Contacted NIOSH's National Firefighter Registry (NFR) for Cancer to come and speak to all three shifts to sign up Tolleson Firefighters for the registry. NIOSH is recruiting firefighters to join the NFR so that they can better understand the link between firefighting and cancer. Because the majority of Tolleson Firefighters voluntarily signed up for the registry, NIOSH is recognizing the Tolleson Fire Department as a NFR Gold Helmet Department. Gold Helmet Departments receive a certificate, web badge, and social media posts to share.
 - Fire Chief Michael Young, Deputy Chief Jack Garrison, Battalion Chiefs Ernie Gonzales and Matt Weaver, Fire Marshal Renee Hamblin, Special Hazards Manager Ken Fennema, Captain Gabe Rios, and Management Support Specialist Esdra Montero attended the 3-Day Arizona Fire Chiefs Association Leadership Conference in Glendale. Sworn personnel attended classes in Leadership, Retention, Community Risk Reduction, Tactics, Firefighter Health, and Fire Service Legal Issues. Esdra attended classes for fire service administrative professionals.
 - BC Weaver attended the PSTrax (Public Safety Tracking Systems) 2-day academy in Denver, CO. PSTrax is the software we are using for daily and monthly checks for Vehicles, SCBA, PPE. We will soon be using it for Critical Assets, Inventory, and Narcotics tracking.
 - Firefighter Marcial Egurrola attended classes and is now certified in IQCS. Incident Qualifications and Certification System (IQCS) is a management tool used by our wildland team to record, track and report on responder qualifications for *NWCG Standards for Wildland Fire Position Qualifications*, PMS 310-1, and agency-specific standards.

Fire Prevention (June)

- **Inspections: 21**
 - **Re-inspected two city buildings (Fire Station passed and Park Rec failed)**
- **Fire and Special Hazard Investigations**

- 8303 W. McDowell Rd (Fuel Spill)
- 10115 W. Van Buren (Fire Alarm Activation Fire watch)
- 500 S. 99th Ave Kroger (Ammonia Leak)
- 8400 W. Sherman St (Costco) Fire Pump down)
- 1215 N. 91st Ave (Hazardous Situation)
- 104 S. 104th Ave International Paper (1st Alarm Fire)
- 407 S 107th Ave (Fire Alarm Activation, fire watch)
- 611 S. 80th Ave Sysco Foods (Ruptured Fire sprinkler line in ammonia cold room)
- 9601 W. Harrison The Spud Co (Ammonia Leak)
- Plans reviews
 - Fireworks set up for 4th July
 - Tolleson Landing
 - Taylor Farms is installing a new Ammonia system
 - 99th Wolverine new apartment complex
 - The Spud Co. is recommissioning the ammonia system
- Records request: 5
- Special Hazards
 - Finalize Notice of Violation letter to send to Kroger on June 3rd.
 - The Spud Co. facility shut down and was fined
 - Two Fireworks sales tents inspected and approved
- Training
 - BESS systems (GRPSTC)
- Special Project
 - 2024 IFC Adoption and Amendments (Adopted)
 - Pre-Plan project Partner with Development Services (GIS)
 - Host the RETA (Ammonia) meeting
 - Work with Knox Company on new sale site

Community Programs

- First aid extinguisher training (Baystate Milling)

- Car seat checks: 2
- New Residential Knox box program

Fire Prevention (July)

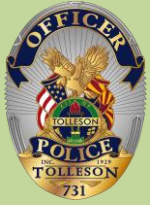
- Inspections: 15
 - The Spud Co had to be inspected several times
 - 4th July Celebration Fireworks and food vendors
- Fire and Special Hazard Investigations
 - 9965 W Van Buren St. (Dutch Brothers) (Co2 leak)
 - 355 N99th Ave. (Fire Alarm Activation, fire watch)
 - 8399 W. Lynwood St waterflow (Firewatch)
 - 495 S 99th Ave Winland (foods water activation)
 - 790 A 75th Ave SK Foods (o2 sensors)
 - 400 S 99th Ave, Albertson/Safeway Water flow/fire alarm (Firewatch)
 - 651 S 91st Ave JBS water flow, full system failure (Firewatch)
 - 8590 W Buckeye Rd, Taylor Farms fire alarm activation (Firewatch)
 - 1250 N 91st Ave McDonalds Co2 alarm detections
- Plans reviews, new builds & Hydrant Flow Tests
 - Vanguard final
 - Spud Co Ammonia System
 - Little Ceaser Pizza
- Records request: 11
- Special Hazards
 - Served Fire code violations to The Spud Co ammonia system out of compliance
 - Fastik mixing room and storage room
 - JBS fire pump failed
- Training
 - 2025 AFCA/AFDA Fire & EMS Leadership Conference

- City Vector Training
 - Ammonia Tech Forum
- Special Project
 - (GIS) hydrant and preplan project.
 - Safety Committee Safety messages
 - 1st Planning meeting for fall drill with Utilities

Community Programs

- Volunteer hours: 8

- Car seat checks: 2



Tolleson Police Department

Monthly Report | June 2025



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Mission, Values, and Staffing

Mission of the Tolleson Police Department

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

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

Be Nice

Dedicated to Service

Committed to Teamwork

Pride in Everything We Do

Uncompromising Integrity

Fair & Equitable Practices

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

Total Staffing Summary Current		
Total Authorized Sworn		39
Current Operating Sworn		34
Officers in FTO Training		1
Police Recruits		1
Vacancies		3
Total Authorized Non-Sworn		27
Current Operating Non-Sworn		24
Total Authorized PD Positions		66
Sworn Staffing by Assignment		
Assignment	Assigned	Vacant
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	17	2
Investigations Detective	4	0
Community Action Team	2	0
Traffic Enforcement Officer	1	1
School Resource Officer	2	0
Civic Center Officer	1	0
Police Recruit	1	N/A
Total	37/39	N/A
Non-Sworn Staffing		
Assignment	Assigned	Vacant
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	13	3
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
Total	24	3



Persons, Property, and Society Crime Data

Persons Crimes					
Type	June		YTD		
	2024	2025	2024	2025	% Change
Homicide Incidents	0	0	0	0	0
Robbery Incidents	0	2	2	6	+200.00%
Sex Offense Incidents	0	1	12	8	-33.33%
Aggravated Assault Incidents	3	0	19	17	-10.53%
Simple Assault Incidents	19	7	92	65	-29.34%

Property Crimes					
Type	June		YTD		
	2024	2025	2024	2025	% Change
Burglary/Breaking & Entering Incidents	9	7	22	17	-22.73%
Vehicle Trespass & TFMV Incidents	3	5	27	28	+3.70%
Stolen Vehicles	2	6	33	31	-0.60%
Recovered Stolen Vehicles	10	5	67	42	-37.31%
- Recovered Tolleson	2	1	13	14	+7.69%
- Recovered Other	8	4	54	28	-48.15%
Shoplifting Incidents	20	13	202	119	-41.09%
All Other Theft Incidents	15	3	80	40	-50.00%

Society Crimes					
Type	June		YTD		
	2024	2025	2024	2025	% Change
Drug/Narcotic Incidents	7	6	59	47	-20.34%
Weapons Incidents	6	2	28	27	-3.57%

Crash Data

Motor Vehicle Crashes					
Crash Type	June		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	1	2	1	-50%
Injury	9	10	65	60	-7.69%
Non-injury	19	13	143	136	-4.90%
Unknown	0	0	0	0	N/A
Total	28	23	210	199	-5.24%

Pedestrian / Bicycle Involved Crashes					
	June		YTD		
	2024	2025	2024	2025	% Change
Pedestrian	0	1	4	3	--25.00%
Bicycle	0	1	0	2	+200.00%

Traffic Safety Data

Traffic Safety Metrics					
	June		YTD		
	2024	2025	2024	2025	% Change
Traffic Stops	163	228	1,260	1,560	+23.81%
DUI Arrests Felony and Misdemeanor	20	6	84	73	-13.10%
Speed Citations	20	30	132	309	+134.10%



Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

Total Calls	4,831
Total 911 Calls	1,639
	34%
Total Admin Calls	3,192
	66%
Abandoned 911 Calls	100
	7 %

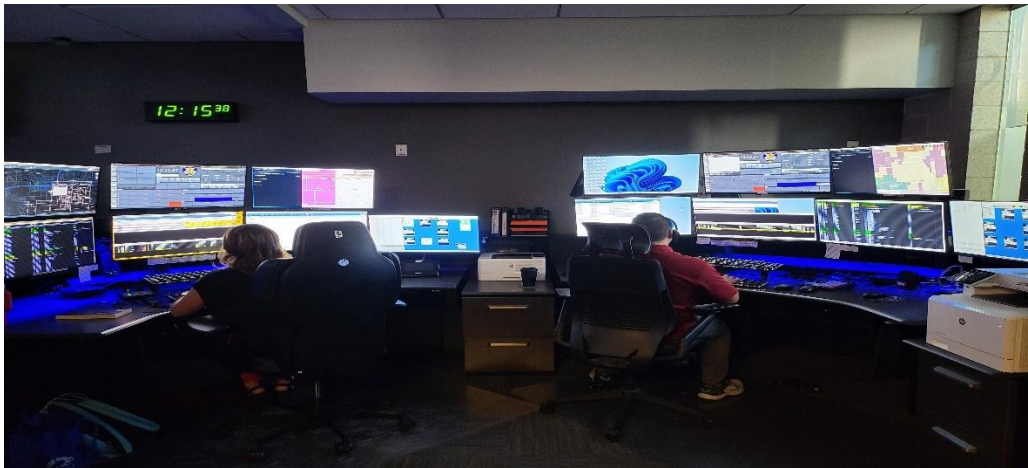
Total calls processed by Tolleson Police Communications in June 2025: 4,381

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. 96.43%
- Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within twenty (20) seconds. 99.43%

RESPONSE TIMES

Response Time Averages		
Priority	2024	2025
1	2:58	2:35
2	6:54	5:59
3	9:08	8:27





Dispatch Incident Distribution					
Agency	June		YTD		
	2024	2025	2024	2025	% Change
Tolleson PD	1,251	1,250	8,573	8,287	-3.34%
El Mirage PD	2,073	2,223	12,165	15,191	+24.87%
Tohono O'odham PD	337	448	2,044	2,480	+21.33%
Total	3,661	4,618	22,782	25,958	+13.94%

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

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

Special Circumstances Data					
Time Stamp	June		YTD		
	2024	2025	2024	2025	% Change
Possible Drug/Alcohol Overdose	0	0	5	4	-20.00%
Narcan Deployments	0	0	4	6	+50.00%
Narcan Saves	0	0	3	5	+66.67%
Vagrancy Calls for Service	14	14	88	83	-5.68%

Special Unit Activity

CAT (Community Action Team)					
Response Type	June		YTD		
	2024	2025	2024	2025	% Change
Cases Opened	N/A	2	N/A	12	N/A
Cases Closed	N/A	2	N/A	14	N/A
Arrests Made	N/A	5	N/A	30	N/A

Evidence Seized:

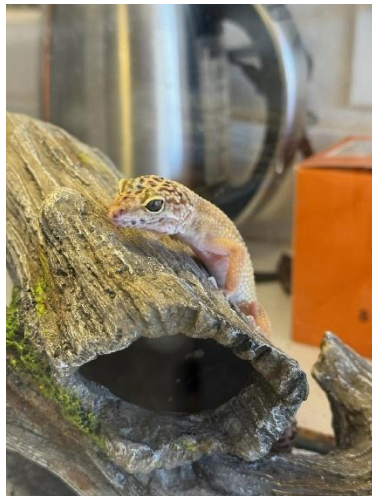
- 9 grams of methamphetamine
- 1 Stolen Vehicle Recovered



Drone Deployments					
Response Type	June		YTD		
	2024	2025	2024	2025	% Change
Operations	N/A	12	N/A	64	

During the month of June, Tolleson Police Drone Pilots conducted 12 drone deployments for a variety of operations. In addition, the team held a training session on June 29th at the Tolleson Parks and Recreation Center, covering topics related to barricaded subjects and drone use for interior building searches.

Police Assistant Activity (Civilian Staff)					
Response Type	June		YTD		
	2024	2025	2024	2025	% Change
Code Enforcement	73	30	350	213	-39.14%
Animal Related Calls	35	98	289	559	+93.43%
Parking Violations	34	32	374	444	+49.47%
Total	142	160	1,013	1,216	+20.04%



Highlights and Outreach



Property and Evidence Technicians Kaisa Clark, Eva Tafoya and Support Services Manager Amanda Howard attended the 30th annual Arizona Association for Property and Evidence Training Seminar. It was held at the Prescott Resort and Convention Center this year.



On June 10, 2025, the Tolleson Police Department hosted the West Valley Speed and Aggressive Driving Task Force. This deployment was attended by officers from throughout the West Valley, and included traffic enforcement officers from Avondale PD, Az DPS, El Mirage PD, Glendale PD, Peoria PD, Phoenix PD, and Tolleson PD. From 7am to 11am, these officers patrolled the streets of Tolleson, making contact with drivers who put the motoring public at risk with their driving behaviors.

During this deployment, the following stats were collected:

- Criminal Speeding Citations – 1
- Civil Speeding Citations – 46
- 20-Day Vehicle Impounds – 4
- Distracted Driving Citations – 15
 - Other Citations – 34
 - Warning – 21
- **TOTAL CONTACTS – 99**

CONGRATULATIONS!!!

On June 13th, Tolleson Police Cadet Gabriella Abayev graduated from the Maricopa County Sheriff's Office Cadet Training Academy. She spent two weeks training and learning what it takes to be a police officer. Gabby will start her senior year at Tolleson Union High School later this month. She is a great asset to our Tolleson Police family.

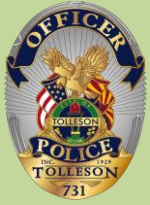


Upcoming Community Events

- July 4 – 4th of July Celebration
- July 31 – Tolleson AGTS Supervisor's Academy Graduate Meet and Greet

❖ Data was retrieved from Tolleson PD CAD and RMS on July 10, 2025. RMS data only displays reports that are completed and approved unless otherwise noted.





Tolleson Police Department

Monthly Report | July 2025



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Total Staffing Summary Current		
Total Authorized Sworn		39
Current Operating Sworn		32
Officers in FTO Training		1
Police Recruits		1
Vacancies		5
Total Authorized Non-Sworn		27
Current Operating Non-Sworn		24
Total Authorized PD Positions		66
Sworn Staffing by Assignment		
Assignment	Assigned	Vacant
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	14	4
Investigations Detective	4	0
Community Action Team	2	0
Traffic Enforcement Officer	2	0
School Resource Officer	1	0
Civic Center Officer	1	0
Police Recruit	1	N/A
Total	34/39	N/A
	Non-Sworn Staffing	
Assignment	Assigned	Vacant
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	14	2
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
Total	25	2



Persons, Property, and Society Crime Data

Persons Crimes					
Type	July		YTD		
	2024	2025	2024	2025	% Change
Homicide Incidents	0	0	0	0	0
Robbery Incidents	0	1	2	7	+250.00%
Sex Offense Incidents	1	2	13	10	-23.07%
Aggravated Assault Incidents	5	2	24	19	-20.83%
Simple Assault Incidents	7	10	99	75	-24.24%

Property Crimes					
Type	July		YTD		
	2024	2025	2024	2025	% Change
Burglary/Breaking & Entering Incidents	5	4	27	21	-22.22%
Vehicle Trespass & TFMV Incidents	4	6	31	34	+9.68%
Stolen Vehicles	13	7	46	38	-17.39%
Recovered Stolen Vehicles	16	9	82	51	-37.80%
- Recovered Tolleson	3	4	16	18	+12.50%
- Recovered Other	13	5	67	33	-50.75%
Shoplifting Incidents	26	11	228	130	-42.98%
All Other Theft Incidents	8	4	88	44	-50.00%

Society Crimes					
Type	July		YTD		
	2024	2025	2024	2025	% Change
Drug/Narcotic Incidents	6	10	65	57	-12.31%
Weapons Incidents	5	4	33	31	-6.06%

Crash Data

Motor Vehicle Crashes					
Crash Type	July		YTD		
	2024	2025	2024	2025	% Change
Fatal	1	0	3	1	-66.67%
Injury	6	4	71	64	-9.86%
Non-injury	31	17	174	153	-12.07%
Unknown	0	0	0	0	N/A
Total	38	21	248	220	-11.29%

Pedestrian / Bicycle Involved Crashes					
	July		YTD		
	2024	2025	2024	2025	% Change
Pedestrian	1	0	5	3	--40.00%
Bicycle	0	0	0	2	+200.00%

Traffic Safety Data

Traffic Safety Metrics					
	July		YTD		
	2024	2025	2024	2025	% Change
Traffic Stops	260	285	1,520	1,845	+21.38%
DUI Arrests Felony and Misdemeanor	27	8	111	81	-27.02%
Speed Citations	30	49	162	358	+120.99%



Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

Total 911 Calls

1,443

33%

Total Admin Calls

2,912

67%

Abandoned 911 Calls

107

9 %

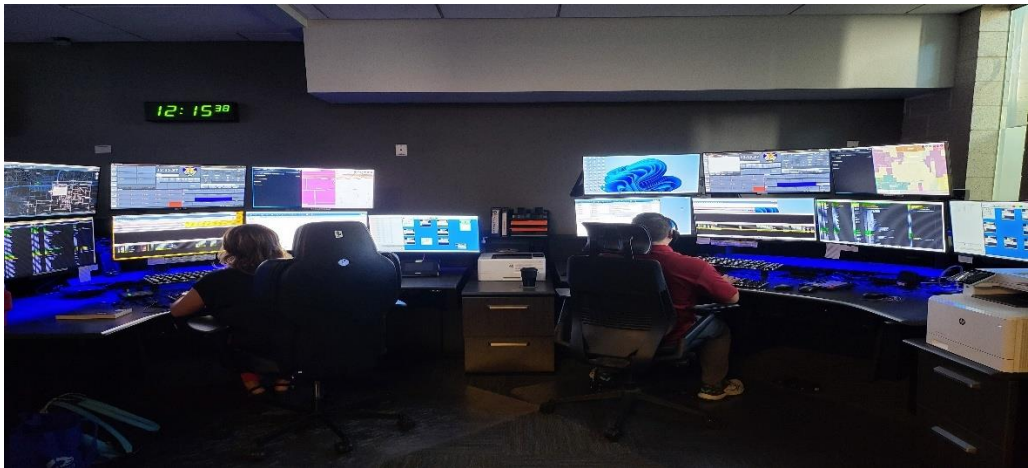
Total calls processed by Tolleson Police Communications in July 2025: **4,355**

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **98.18%**
- Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within twenty (20) seconds. **99.74%**

RESPONSE TIMES

Response Time Averages		
Priority	2024	2025
1	2:38	2:42
2	5:54	10:32
3	26:32	11:46





Dispatch Incident Distribution					
Agency	July		YTD		
	2024	2025	2024	2025	% Change
Tolleson PD	1465	1324	10038	9611	-4.25%
El Mirage PD	2199	2410	14364	17601	+22.54%
Tohono O'odham PD	369	532	2413	2480	+24.82%
Total	4033	4618	26815	30224	+12.71%

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

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

Special Circumstances Data					
Time Stamp	July		YTD		
	2024	2025	2024	2025	% Change
Possible Drug/Alcohol Overdose	0	0	5	4	-20.00%
Narcan Deployments	0	0	4	6	+50.00%
Narcan Saves	0	0	3	5	+66.67%
Vagrancy Calls for Service	11	10	99	93	-6.06%

Special Unit Activity

CAT (Community Action Team)					
Response Type	July		YTD		
	2024	2025	2024	2025	% Change
Cases Opened	N/A	1	N/A	13	N/A
Cases Closed	N/A	2	N/A	16	N/A
Arrests Made	N/A	5	N/A	35	N/A

Evidence Seized:

- 1 Gram of Methamphetamine
- 20 Fentanyl Pills
- 1 Vehicle Seizure
- \$300,000 Seized



Drone Deployments					
Response Type	July		YTD		
	2024	2025	2024	2025	% Change
Operations	N/A	9	N/A	73	N/A

During the month of July, Tolleson Police Drone Pilots conducted 9 drone deployments for a variety of operations.

On July 17th, the Tolleson Police Department Mobile Field Force Team was mobilized for the “Good Trouble Demonstration on 91st Avenue and Interstate 10, however the team was not deployed due to the demonstration remaining lawful and peaceful.

Police Assistant Activity (Civilian Staff)					
Response Type	July		YTD		
	2024	2025	2024	2025	% Change
Code Enforcement	37	45	387	258	-33.33%
Animal Related Calls	42	80	331	639	+93.05%
Parking Violations	32	26	406	470	+57.39%
Total	111	151	1124	1367	+21.62%



Highlights and Outreach

Communications Operators Jessica Beard, Yoxira Roman, Stephanie Winfield and Communications Supervisor Tarah Robertson attended the annual National Emergency Number Association (NENA) Conference in Long Beach, California. This was a great opportunity for them to network and connect with fellow communications employees from all over the United States. NENA is a professional organization that focuses on 9-1-1 policy, technology, operations, and education issues.



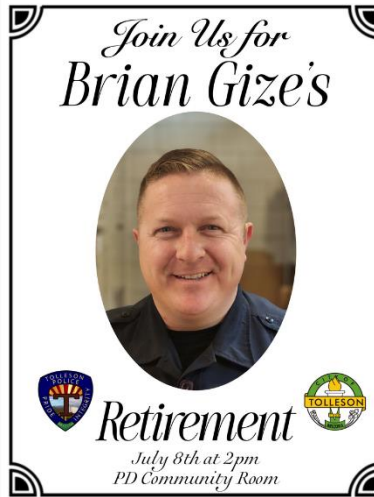
On July 17, the Home Depot Warehouse held an open house for their associates' families and invited the Tolleson Police Department. TPD Officers took advantage of some photo ops and had a little fun playing some basketball.



On July 18, Starbucks Coffee hosted “Coffee with a Cop” Sponsored by the Tolleson Public Library. It was a great opportunity for customers to sit down with Tolleson PD and have a casual conversation. They even tried to steal away our newest officer, Officer Arellano. We’re glad she turned down their offer!!!

CONGRATULATIONS!!!

Congratulations and well wishes to Tolleson Police Officer Brian Gize, who retired from the PD on July 19, 2025!!!



Upcoming Community Events

Data was retrieved from Tolleson PD CAD and RMS on August 13, 2025. RMS data only displays reports that are completed and approved unless otherwise noted.

