



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
WEDNESDAY, NOVEMBER 12, 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 November 2025 as Native American Heritage Month in the City of Tolleson to recognize and celebrate the rich histories, cultures, and contributions of Native Americans and to encourage all residents to honor and learn more about the heritage and traditions that continue to shape our community and nation. – Wendy Jackson, Deputy City Manager/Employee Resources Director
2. Employee Recognition: Utilities 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 October 28, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of October 22, 2025 to November 4, 2025. (Finance Department)
3. Approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 362402, Series 12 – Restaurant, as submitted by Mario Santoyo Guerrero for El Rey de los Mariscos y Sushi located at 189 North 99th Avenue #106, Tolleson, AZ 85353. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least 40% of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license. (City Clerk Department) Public hearing will be opened for public comment, if any.
4. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Sea-Western, Inc., for public safety uniform gear and equipment, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase annual aggregate compensation from \$100,000 to \$200,000 for additional gear and equipment and to extend the term through June 30, 2029. (Fire Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Approve/Deny the reimbursement to Vanguard Truck Holdings LLC (Tolleson 70) pursuant to Section 3 of the PAD Development Agreement between the City of Tolleson and Vanguard Truck Holdings LLC (Tolleson 70), approved by City Council on July 11, 2023, through Resolution No. 2539. The City shall reimburse Vanguard for the

actual costs incurred for the design, construction, and installation of required public infrastructure improvements, in an amount not to exceed \$1,000,000. (Development Services Department)

2. Approve/Deny a Fiscal Year 2026 budget transfer in the amount of \$100,000 from the Aquatic Center operating budget (10410130) to the Human Services budget (10111140) to fund Thanksgiving food boxes for the Tolleson community. (City Management Department)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. FY 2025 Fourth Quarter Year-End Update and FY 2026 First Quarter Update – Kevin Artz, Chief Financial Officer

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

1. City of Tolleson Preschool Celebrations & Resource Fair – Celebrating the City’s \$400,000 Investment in Early Childhood Education
2. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director
3. Reminder: The City Council Meetings scheduled on Tuesday, November 25, 2025 and Tuesday, December 23, 2025 are cancelled for fall and winter recess. The City Hall holiday closure is scheduled from December 22, 2025 to December 26, 2025.

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. ACTION ITEM

1. Adopt/Deny Resolution 2625 of the Mayor and Council of the City of Tolleson, Arizona, approving the First Amendment of the Intergovernmental Agreement between the City of Tolleson and Tolleson Elementary School District No. 17 to include expenditure of funding for students with disabilities and authorizing the City Manager to execute said Agreement. (City Management Department)

O. ADJOURNMENT

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

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

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

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Prerequisites for attending Zoom Webinars (one required):

1. Zoom Desktop Client: Navigate to the [Zoom website \(https://zoom.us/\)](https://zoom.us/) in your internet browser. At the top-right of the page, click Resources and then click Download Center. Under Zoom Desktop Client, click the Download button.
 - a. Open the Zoom desktop client and sign in
 - b. Click the Home tab and then Join
 - c. Enter Meeting ID: 840 6967 9194 and enter your full name
 - d. Connect audio and/or video and select Join
2. Zoom Mobile App with Cell Phone or Tablet: Download the Zoom - One Platform to Connect App in either the App Store for iOS or Google Play for Android.
 - a. Select Join Meeting
 - b. Enter Meeting ID: 840 6967 9194
 - c. Enter your full name and select Join
 - d. Enter your screen name and email address and select Continue

- e. Join Audio with Wi-Fi or Cellular Data
3. Web client/browser: Google Chrome, Internet Explorer, Firefox and Safari on a computer.
- a. Go to the [Zoom website \(https://zoom.us/\)](https://zoom.us/)
 - b. Enter Meeting ID: 840 6967 9194
 - c. Click Open Zoom Meetings or Join (depending on browser)
 - d. Enter your full name and click Join Audio by Computer
4. Alternate Option via Telephone with Audio Only:
- a. Dial 253-215-8782
 - b. Enter Meeting ID: 840 6967 9194 and press #
 - c. Enter Participate ID and press #, or press # to continue

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

Posted on November 6, 2025.



Proclamation

Native American Heritage Month

November 2025

WHEREAS, the City of Tolleson recognizes that Native Americans were the first inhabitants of the lands that now constitute the United States of America, and their history is integral to the nation's story; and

WHEREAS, November has been designated as Native American Heritage Month, a time to celebrate the rich and diverse cultures, traditions, and histories of Native peoples and to acknowledge their important contributions to our communities, state, and nation; and

WHEREAS, the City of Tolleson honors the enduring spirit, wisdom, and resilience of Native Americans, who continue to enrich our community through leadership, art, education, environmental stewardship, and cultural traditions; and

WHEREAS, it is vital to promote understanding, respect, and appreciation of the many tribal nations that make up our state's vibrant cultural landscape, including their role as stewards of the environment and advocates for justice and equality; and

WHEREAS, the City of Tolleson encourages all residents to learn more about the history, heritage, and contemporary achievements of Native Americans and to support efforts that preserve their languages, traditions, and sovereignty.

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 November 2025 as Native American Heritage Month and call upon all residents to observe this month with programs, ceremonies, and activities that honor and celebrate the contributions of Native Americans to our community and nation.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of October 28, 2025

MEETING DATE: November 12, 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 October 28, 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 October 28, 2025.

ATTACHMENTS:

1. 10 28 25 City Council Meeting Minutes



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TOLLESON CIVIC CENTER
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ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, OCTOBER 28, 2025
6:00 PM**

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A. CALL TO ORDER

Mayor Rodriguez called the Tolleson City Council Meeting to order at 6:01 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/Chief Government Affairs Officer Pilar Sinawi, Deputy City Manager/Employee Resources Director Wendy Jackson, Chief of Social Impact George Good, City Clerk Crystal Zamora, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Library Director Mandy Carrico and Utilities Director Jamie McCracken.

City Representative: City Attorney 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)

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F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring October 2025 as Disability Employment Awareness Month in the City of Tolleson, recognizing the 2025 national theme, “Celebrating Value and Talent,” and honoring the contributions of individuals with disabilities to the workforce and community. – Wendy Jackson, Deputy City Manager/Employee Resources Director

Mayor Rodriguez proclaimed October 2025 as Disability Employment Awareness Month in the City of Tolleson.

2. Proclamation declaring October 2025 as Domestic Violence Awareness Month in the City of Tolleson, recognizing the 2025 national theme, “With Survivors, Always,” and reaffirming the City’s commitment to supporting survivors and raising awareness about domestic violence prevention. – Pilar Sinawi, Deputy City Manager/Chief Government Affairs Officer

Mayor Rodriguez proclaimed October 2025 as Domestic Violence Awareness Month in the City of Tolleson.

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

H. CONSENT AGENDA – ACTION ITEMS

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

1. Approve Regular City Council Meeting Minutes of October 14, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of October 8, 2025 to October 21, 2025. (Finance Department)
3. Adopt Resolution No. 2624 approving the Grant-in-Aid Agreement between the City of Tolleson and the Tohono O’odham Nation for the Nation’s Fiscal Year 2025 12% Local Revenue-Sharing Contribution in the total amount of \$212,500, and authorizing the City Manager to execute and deliver said Agreement. The City will distribute the awarded funds to support the following community programs: City of Tolleson Community Farmers Market (\$52,500), West Valley Arts Council Gallery 37 2025: Paseo de Artes II (\$20,000), WESTMARC West Valley Data Dashboard (\$120,000), and White Tank Mountains Conservancy Wildlife Conservation Research (\$20,000). (City Management Department)
4. Approve the Cooperative Purchasing Agreement between the City of Tolleson and UKG Kronos Systems, LLC for Human Resource Systems and related products 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 \$200,000 for products and services. This Agreement shall be retroactively effective from July 14, 2025 and shall remain in full force and effect until July 13, 2029, with the option to renew for three additional one-year periods through July 13, 2032. (Employee Resources Department)

Council Member Gámez moved to approve Consent Agenda items 1. through 4.; 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 Mendoza – Aye

I. REGULAR AGENDA – ACTION ITEMS

1. Approve/Deny Sixth Amendment to the Professional Services Agreement between the City of Tolleson and FSL Home Improvements, dba AllThrive365 HI, for owner-occupied home repair services, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to extend the term through October 1, 2027, increase the commercial general liability insurance limits, and amend the Housing Services – Housing Rehabilitation Budget to a total amount of \$555,000, consisting of \$425,000 in Community Development Block Grant (CDBG) funds and \$130,000 in City funds, to cover program costs, including construction,

hazardous materials abatement, temporary relocation, administrative expenses, rehabilitation specialist, and management fees. (Human Services Department)

Council Member Laborin moved to approve the Sixth Amendment to the Professional Services Agreement; the motion was seconded by Council Member Erives. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

2. Approve/Deny the Cooperative Purchasing Agreement between the City of Tolleson and Felix Construction Company for general construction services, including architecture and engineering services as necessary, for water and wastewater treatment and remote facilities projects, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$1,500,000 for services. This Agreement shall remain in full force and effect until May 31, 2026. (Utilities Department)

Council Member Gámez moved to approve the Cooperative Purchasing Agreement; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

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

1. Tohono O’odham Nation’s FY 25 12% Local Revenue-Sharing Contribution of \$52,500 for the City of Tolleson Community Farmers Market – George Good, Human Services Director
2. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director
3. Reminder: The City Council Meeting scheduled on Tuesday, November 11, 2025 will be rescheduled to Wednesday, November 12, 2025 due to Veterans Day.

L. ADJOURNMENT

Council Member Gámez moved to adjourn the Regular City Council Meeting at 6:38 PM; the motion was seconded by Council Member Mendoza. 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

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City of Tolleson**Checks Recorded****Check Dates: October 8, 2025 to October 21, 2025****PAYMENTS OVER \$10,000**

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
SUNLAND ASPHALT & CONSTRUCTION LLC	\$237,032.70	101418	10/10/2025
EMPIRE SOUTHWEST LLC	\$191,948.01	101408	10/10/2025
AZ MUNI RISK RETENTION POOL-WC FUND	\$110,798.66	101374	10/8/2025
ALFA LAVAL INC	\$79,484.00	101367	10/8/2025
TYLER TECHNOLOGIES, INC.	\$65,189.87	186078	10/21/2025
TYLER TECHNOLOGIES, INC.	\$50,397.75	186078	10/21/2025
CITY OF PHOENIX	\$48,944.57	186008	10/15/2025
DELL MARKETING L.P.	\$42,777.90	186014	10/15/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$40,200.33	101413	10/10/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$35,373.56	101404	10/10/2025
LEA-ARCHITECTS LLC	\$32,447.17	186067	10/21/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$26,699.06	101405	10/10/2025
SONSRAY MACHINERY LLC	\$26,614.90	186073	10/21/2025
DELL MARKETING L.P.	\$25,467.80	186014	10/15/2025
ANCON MARINE	\$25,223.57	101370	10/8/2025
CIVICPLUS LLC	\$24,077.96	101407	10/10/2025
TYLER TECHNOLOGIES, INC.	\$23,078.14	186078	10/21/2025
LEA-ARCHITECTS LLC	\$20,648.20	186067	10/21/2025
PUMP PROS INTERNATIONAL CORPORATION	\$19,676.48	101416	10/10/2025
AZ MUNI RISK RETENTION POOL-WC FUND	\$19,498.32	101374	10/8/2025
TYLER TECHNOLOGIES, INC.	\$14,995.26	186078	10/21/2025
ALEX AREVALO	\$10,926.00	186047	10/21/2025
CITY OF TOLLESON-MEDICAL	\$10,266.39	101448	10/17/2025

Post-Production File

City of Tolleson
City Council Meeting Minutes
October 28, 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.

* * * * *

MAYOR RODRIGUEZ: All right. Good evening, everyone. I am Mayor Juan F. Rodriguez, and today is October 28th. And I would like to call the City Council meeting to order. We're going to begin with our invocation and pledge of Allegiance. I'm going to ask our city attorney to lead us in the invocation, and Vice Mayor Davis to lead us in the Pledge of Allegiance. Please stand.

PIERCE: Beloved Heavenly Father, we're grateful to gather together once again this evening to exercise our rights to self-governance. We're so grateful for this counsel and for their willingness to serve this wonderful community. We're grateful for thy provident hand in our lives. We recognize both difficulties, home and abroad. But we also recognize the many blessings that do come to us still. We're grateful to also be able to represent today and be mindful of those who may be suffering from, or victims of domestic violence, and pray that this plague in our society will be eliminated at some point.

Father, we know that it affects the lives of so many, and pray for comfort for those that it has affected. Please bless those that protect us and keep us safe, that they will be able to return home to their families each night and safety as well. And please bless our great community, our great state, our great country to be a place of refuge for those who need it. And a place where we can live, work, and have joy in this, our state. And we pray for these things. In the name of Jesus Christ. Amen.

MAYOR RODRIGUEZ: Amen.

ALL: Amen.

PIERCE: Mayor.

MAYOR RODRIGUEZ: Oh, sorry. I'll wait.

DAVIS: We pledge allegiance --

ALL: -- to the flag of the United States of America, and to the Republic for which it stands. One nation, under God, indivisible, with liberty and justice for all.

MAYOR RODRIGUEZ: We want to -- and I don't know if you were going to --

MEDRANO: No, I'm sorry, I just did -- I wanted to thank Attorney Pierce for his beautiful prayer, but also to take the opportunity to acknowledge a dear friend of many of ours

who passed away yesterday, Rene Cordova. I was blessed to grow up with the Cordova family. And my brother married his little sister, so he was always a very protective person over Stevie and I because he was older than us, and we loved him dearly, and we'll miss him, and I hope he can rest now. Thank you.

MAYOR RODRIGUEZ: Long time member of our community. And all of us have good memories of them. So. Well, big loss for our community. Thank you, City Attorney and Vice Mayor.

We're going to go on to roll call. City Clerk, please let the record reflect that all council members are present. Okay. Final call to submit speaker request forms to the City Clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comments will be limited to one, responding to criticism, two, directing staff to review the matter, or three, asking that a matter be put on a future agenda item.

I did notice that we do have one speaker request form. And that is Mr. Steve Alvarez. Steve, you have the floor, and the City Clerk keeps time.

ALVAREZ: Good evening, everyone. Reyes, thank you for that, that memory to Rene and Mrs. Cordova, and the whole family. I mean, they were a big part of our community growing up, as, you know, PE teacher and whatnot. So, you know, our roots run, run really deep here in Tolleson. But I want to follow up with the concern that I had the last time I spoke about our code compliance officer.

I want to give thanks to Mike Winks, Lt. Mike Winks, for giving me a call and reaching out. And we had a lengthy conversation, him and I. About two weeks later, Ken, I believe his name, the Code Enforcement Officer, he actually called me up as well and we had a good conversation as well. But he did bring up some things that do concern me, and it should concern the residents of the City of -- the City of Tolleson and the Council Members as well. It seems like this gentleman is overworked. He's being spread thin. I was totally -- I was blown away at what his job responsibilities are. And it sounds to me he's not doing, and no fault of his, no fault of his at all. But it sounds to me that this gentleman needs help. He's a code compliance officer, but he does so much more in

this community. And I was very blown away at our conversation. And I was like, wow, you know, it's -- I don't even know what to tell this guy, you know. As a manager for the City of Phoenix, as a leader in this community, our employees are the most important asset that we have in our, you know, here in the City. They are.

And if they're being driven to the point where there's stress and anxiety, they cannot provide us good customer service. And most importantly, it's not healthy for this individual to be spread thin. And that really concerned me. It really did.

Now I understand the City has a budget, I understand politics, I understand everything that goes on with the City government. But this guy needs help. He really does. Not only for his mental health, but his physical health, but also so the City could get better services in the code compliance part of it. Because again, just today, driving through Tolleson, I see it all again, all the blight that we have here in the community, and it's very concerning. It really is.

ZAMORA: Thirty seconds left.

ALVAREZ: So I want to know what Council is going to do to help this individual, and to also provide the citizens of Tolleson better services when it comes down to the responsibilities of this gentleman.

MAYOR RODRIGUEZ: Just to put it easy, this will be referred over to City Management. Your comments are recorded, and they're duly noted. We'll be turning the corner on our budget cycle. Actually, that starts March/April around there. We're starting -- they're starting now, putting it together. And then they'll present it to us here in the spring, and then we'll toss around some ideas. And as you know, the budget gets adopted. Finally presented in June, and adopted right before July. So that's when the new fiscal year will begin. But duly noted.

I appreciate you coming up and sharing your thoughts, and I'm glad that our police department and our code enforcement officers circle back with you and make sure that we provided great customer service. So thank you, Steve. Appreciate it.

ALVAREZ: Thank you, guys.

MAYOR RODRIGUEZ: Call to the public. This is for non-agenda action items. Do we

have any submissions, City Clerk?

ZAMORA: We do not, Mayor.

MAYOR RODRIGUEZ: Right. Scheduled public appearances of proclamation. We have, I believe, oh, two. The first one is proclamation declaring October 2025 as Disability Employment Awareness Month in the City of Tolleson, recognizing the 2025 national themes, celebrating, excuse me, value and talents, and honoring the contributions of individuals with disabilities to the workforce and our community. I'm going to send it over to Deputy City Manager Jackson. Say a few words on this.

JACKSON: Yes. Good evening, Mr. Mayor, and members of Council. Thanks so much. I don't know if I've said it before, but thank you for allowing us to continue to have these proclamations to ensure that everyone knows that we are very much an inclusive city. So I do appreciate that. Each October, we recognize National Disability Employment Awareness Month, a time to honor the contributions and talents of individuals with disabilities in our workforce and communities.

What began in 1945 as a week-long observance of the abilities of people with physical disabilities has grown into a nationwide effort that celebrates inclusion, opportunity, and strength that diversity brings. Here in Tolleson, we live out these values every day. Last year, our City achieved designation as Certified Autism Center, meaning we have taken intentional steps to ensure there are no barriers to serving anyone, whether a resident seeking services or an employee contributing to our mission.

Over 90 percent of our employees completed specialized training to earn this designation, and we are proudly -- we will proudly renew our certification next year. This commitment reflects who we are as a City. A community where individuals belong, is valued, and has opportunity to thrive. So thank you so much. Appreciate it.

MAYOR RODRIGUEZ: (Indiscernible) already established by the City and reaffirm kind of where we stand on these social issues, and people with disabilities have every right to work here as much as anybody else, and that they've been a long-term contributor to our organization. So it is right that we celebrate them here. So with that, therefore, I, Mayor Juan F. Rodriguez, do hereby proclaim October 2025 as Disability Employment

Awareness Month in the City of Tolleson. Be it proclaimed.

And in that tradition, we'll move on to item number two, which is another proclamation declaring October 2025th as Domestic Violence Awareness Month in the City of Tolleson, recognizing the 2025 national theme, with survivors, always, and reaffirming the City's commitment to supporting its survivors, supporting survivors, and raising awareness about domestic violence in our community, and more importantly, prevention. Again, this one I'm going to send over to Deputy City Manager Sinawi. Say some words. Nice purple shirt, by the way.

[LAUGHTER]

SINAWI: Thank you, Mayor, Members of Council. We got these a long time ago, but we'll get you new ones. Thank you. Today -- tonight, we reaffirm our City's unwavering commitment to ending domestic violence, in all of its forms. This issue affects every community, regardless of background, income, or circumstance. And it requires all of us to work together with compassion, courage, and unity. In Maricopa County alone, more than one in three women, and one in four men, will experience some form of domestic violence in their lifetime.

Last year, Arizona lost 84 lives to domestic violence-related incidents, a heartbreaking reminder of how urgent this work remains. Here in Tolleson, we stand in solidarity with survivors. We honor those we have lost, and we renew our promise to promote prevention, intervention, and healing. The City of Tolleson joins our partners across Maricopa County, advocates, law enforcement, nonprofits, and health professionals in ensuring that help is always within reach. For anyone experiencing abuse. There's hope and there's help. Countywide resources, such as the 24-hour domestic violence hotline, which the number is (480) 890-3039. It connects individuals to emergency shelters, advocacy, and counseling services.

I want to express gratitude to our community partners and organizations who work tirelessly to provide safety and support every single day. Together, we can raise awareness, strengthen families, and build a Tolleson and a Maricopa County where every home is a place of peace and every person feels safe and valued. Thank you.

MAYOR RODRIGUEZ: Council, if there's anything else that you would like to add at this time for either this or the one before it? Yes?

DAVIS: I just want to add that I know you can dial 211 for community information and referral, and that will also set you up with some DV services. I guess I do have a question, too. I know former Vice Mayor Bandin used to participate in, I think, a MAG group for domestic violence. Do we have anyone who is doing that currently?

SINAWI: Mayor, Vice Mayor, Members of Council, no, not at this time. But we could make arrangements to ensure someone sits on that committee again.

MAYOR RODRIGUEZ: Okay. So now, therefore, not seeing any other hands up. I, Mayor Juan F. Rodriguez, do hereby proclaim October 2025th as Domestic Violence Awareness Month in the City of Tolleson. Be it proclaimed. We do have a proclamation. So all your purple wearers, come on up here and let's take a picture.

ERIVES: Purple wearers. Purple wearers. We wear --

UNIDENTIFIED SPEAKER 1: Is this the book that has (indiscernible)?

MEDRANO: A classic sans, brother.

GAMEZ: Nice.

MEDRANO: Unique sans.

UNIDENTIFIED SPEAKER 2: Thirty-two.

MEDRANO: It's like 25 years.

MAYOR RODRIGUEZ: Pilar? You want to hold this? Yes?

SINAWI: Oh, sure.

UNIDENTIFIED SPEAKER 2: He has lavender, doesn't he?

GAMEZ: Yes, he will.

SINAWI: Cheese.

UNIDENTIFIED SPEAKER 3: One more.

DAVIS: Awesome.

UNIDENTIFIED SPEAKER 3: Thank you.

MAYOR RODRIGUEZ: Okay. We're going to move on to G because I'm hungry. Business from the floor. We don't have any tonight. Moving on to H, Consent Agenda Action

items. I see items 1 through 4. I will entertain a motion if you had an opportunity to review those.

GAMEZ: Motion.

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

ALL: Aye.

MAYOR RODRIGUEZ: All those oppose? Not hearing any. Motion passes unanimously. We are going to move on to regular agenda action items. We have two. The first is to approve or deny 6th amendment to the Professional Services Agreement between the City of Tolleson and FSL Home Improvements, DBA doing business as AllThrive365 high, for owner-occupied home repair services and authorize the City Manager to execute and deliver said agreement. The City desires to amend the existing agreement to extend the terms through October 1st of 2027, increase of the commercial general liability insurance limit, and amend the Housing Services, Housing rehabilitation budget to a total amount of 555,000 consisting of 425,000 in Community Development Block Watch grants -- when you get older, you have to use a pen to follow along.

[LAUGHTER]

MAYOR RODRIGUEZ: CDBG funds and 130,000 in City funds to cover program's cost, including construction, hazardous material abatement, temporary relocation, administrative expenses, rehabilitation specialists, and management fees. Human services department. Social impact. Good?

GOOD: Thank you, Mayor, Members of Council, we wanted to bring to your attention the fact of what we're doing now, and with your approval, following the public hearing process that we held earlier, we applied for CDBG grant funding, which I know Council Member Erives is part of the CDAC committee, and so she's keenly aware of that. We were awarded \$425,000 this past year under her leadership. And that was stewarded by one of the folks in Human Services, Noelle Schaus, who just does a great job with that. And then in the City budget \$130,000 under housing rehabilitation. So we'll be using that \$555,000 toward those ends as described in -- on your agenda. And this

comes on the tail that we reported at the last meeting, how we had successfully spent \$1 million in the ARP funding for similar projects. So we're doing a lot for the community. And it was through your authorization of these, of our application, that we were successful in receiving that. And Noelle's good work. So we're going to continue to keep making this, this community a lot better, one air conditioner, one roof, one electrical panel at a time, and it's shown great results. And thank you to all of you.

MAYOR RODRIGUEZ: For all the hard work and staying on top of this. And thanks to the CDBG grant. That's a pretty good amount of money. And we're also throwing in our own local funds just to maximize the impact to our community. So with that, I will entertain a motion.

LABORIN: Approve.

MAYOR RODRIGUEZ: Okay. I have a motion by Councilwoman Laborin, and a second by Councilwoman Erives. So any comments at this point?

GAMEZ: I want to congratulate Council Member Erives for job well done.

MAYOR RODRIGUEZ: Yeah, way to advocate for us there. With that being said, not seeing any other hands. I will entertain a motion. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any so motion passes unanimously.

We're going to move on to regular agenda action item number two, approve or deny the cooperative purchase agreement between the City of Tolleson and Felix Construction companies for general construction services, including architectural and engineering services is necessary for water and wastewater treatment and remote facility projects, and authorize the City Manager to execute and deliver said agreement. The City shall pay the contractor an annual aggregate amount not to exceed \$1.5 million for services. This agreement shall remain in full force and effective until May 31st of 2026. This falls under the utilities department, so I'm going to call on Mr. McCracken. He's already there.

[LAUGHTER]

MCCRACKEN: Thank you, Mayor, Vice Mayor, members of Council, members of the public. Felix Construction has been doing work for us at the wastewater plant for some years now. They're very familiar with our infrastructure. They've done a great job for us. We've been working off of a previous contract that's up for -- it's actually expiring right now. And so the City of Peoria actually did an advertisement for a job order contracting, JOC agreement, and they were selected. And so we were able to utilize, if we were able to piggyback off this agreement, we're able to utilize their pricing and got with the economies of scale and continue using them as a vendor. And they've done a great job, specifically like our small to mid-size capital projects. And they're very, again, like I said, very familiar with our infrastructure.

UNIDENTIFIED SPEAKER 5: Nice.

MAYOR RODRIGUEZ: Well, you all know wastewater here in Tolleson is a big business. And so having contractors ready to go as soon as we need it is critical. And it is particularly critical because it affects the service that we provide the residents. So with all that being said, I will entertain a motion.

GAMEZ: So moved.

MAYOR RODRIGUEZ: We have a motion to approve by Council Member Gamez. We have a second by Vice Mayor. Before we go vote, does anybody have any questions or comments?

GAMEZ: Just I like the fact that we have history with this company, and we're very confident that they could do the job. And that's great. Thank you.

MAYOR RODRIGUEZ: Anybody else?

DAVIS: I think we established they're a minority-owned company as well.

MCCRACKEN: They're employee-owned. And I believe so, yeah.

SINAWI: I said employee owned is that's cool. That's nice. Nice to know about this company.

MAYOR RODRIGUEZ: So I have a motion. I have a second. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any. This motion also passes unanimously. We're going to move on to I --

MCCRACKEN: Thank you.

MAYOR RODRIGUEZ: -- which is work study and presentations for discussion. I don't see any, but under K, which is Mayor and City Manager's report of current events for discussion, we have three items. We're going to start with the Tohono O'odham national fiscal year, 25 percent, 12 percent local revenue sharing contribution of \$52,000 for the City of Tolleson Community Farmers Market. And again, I like the title, by the way. The hat, not so much, but the title Chief of Social Impact Good --

ERIVES: That's what it's for.

MAYOR RODRIGUEZ: -- that is pretty awesome. So Chief of Social Impact Good, you have the floor.

GOOD: Thank you, Mayor, members of the Council. It's Western day during spirit week at the senior center. So that's --

UNIDENTIFIED SPEAKER 6: Why you wearing a cowboy hat?

GOOD: -- what this is about.

[LAUGHTER]

GOOD: I'll get with you later. We wanted to make sure it was referenced under the consent agenda item number three, about the Tohono O'odham, and some of those are passed through grants that the City has been doing for a number of years. But we also applied for Tohono O'odham funding this year, and we were awarded \$52,500. And that was in order to continue our farmer's market. This could not be more of a timely announcement, based on the possibility of the loss of funding at the federal level, but we're very happy to announce that we were awarded that, and we will continue that farmer's market.

And again, that was something that was approved by you folks for us to apply for. So you knew the importance of this program, although you didn't know that the funding might not continue. But it's vitally important that we do that. And we're providing,

we're developing contingency plans on some other things, subject to what happens at the federal level. But we'll continue to do that farmer's market, which we do. And that's the third Wednesday of every month, and we run it out of the Human Services Department. And we may be expanding some things, but we'll get into that at another time. So we just wanted to thank you folks for approving that and to let you know that because of your support, we were able to get that grant.

MAYOR RODRIGUEZ: Awesome. Now I will say that we're very thankful to the Tohono O'odham Nation for sharing some of the revenues, \$52,500 to be exact. But I'd be remiss if I didn't mention that this is a contribution, of many contributions, over a decade, maybe two decades.

GAMEZ: Fifty years ago.

MAYOR RODRIGUEZ: Tohono O'odham Nation has been a big friend of Tolleson. We've been able to establish a really solid relationship with them, and we look forward to future partnerships. But you hit the nail right on the head. Given what's going on at the federal government, food's going to be a big issue coming up here, and knowing that we're addressing it locally, using resources and partners that we already have in place, it's a win-win. So this is not an action item, but I just you know, anytime that you have an opportunity to thank a great partner, I think it's appropriate that we should. And the Tohono O'odhams, that's a huge understatement to say that they're a great partner. So thank you to them. And thank you to staff for helping us guide us in this direction.

GOOD: Mayor, if I could, before you move on, it is -- you all just heard that siren going by. And it is -- it wasn't on the agenda, but Council Member Laborin said I had the black hat, so I'm going to go for it.

It's National First Responders Day, so I just want to say thank you to our first responders in the City. Lt. Garrett and also Chief Young who are here. And if they would thank their people, and that would be great. But you know, my background and everything. So I always want to remember my roots and thank them for what they do as well. Thank you.

MAYOR RODRIGUEZ: Is there any other comments at this time about the Tohono

O'dham Nation, the contribution, or the item that we have talked about so far? Yes?

ERIVES: Not so much a question, but if you could just remind us how especially what's happening now, how someone could see some of the food that's going to be at this farmers market? You mentioned the third Wednesday of the month. How could someone -- does someone need to sign up? Does someone need to show proof of Tolleson resident, their water bill, or something? Could you just explain, just a little bit, in case someone you know hasn't been needing at the moment, and now they find themselves, like, where do I go? How can I -- could you help us with that?

GOOD: Mayor, Council Member Erives, that's a very timely question, obviously, based on what's going on. And it is open; this program is open to people who are beyond our city boundaries. We do advertise it in our monthly calendar.

But perhaps again, given the circumstances in our country right now, we could reach out through our public affairs professionals, and perhaps they can help spread the word out there.

When people do come, they -- we do take their name and we document everything. And so we're -- it's somewhat of a -- we want to get food out, but we also want to keep track of what it is we're doing. Are we seeing more people or fewer people, so forth? I anticipate that number is going to grow. It has grown over the last several years. And again, that's a tribute to the staff in the Human Services Department and City Manager's office. But that's kind of how it works. We do track who receives that and it is tracked. There are some people that will go from one to the other, to the other. And so there are some mechanisms in place to try to minimize that so that more people are able to have access to the food.

ERIVES: What time does this start on Wednesday, the third Wednesday of the month?

GOOD: Those are typically at 3 o'clock.

ERIVES: 3:00 p.m. in the afternoon?

GOOD: Yes.

ERIVES: Here at the --

GOOD: Yes. In Human Services. Yes.

ERIVES: Okay. Thank you. Thank you.

MAYOR RODRIGUEZ: Awesome. All right. Let's move on to community events and updates. I'm going to switch over to our Parks and Recreation Director Babchuk.

BABCHUK: Thank you, Mayor, and members of the Council. Just a couple updates. Pride day was this past Saturday. Amazing turnout. We had over 290 registered and over 250 showed up. So we had a good time. We cleaned up ten homes, with yard cleanup, two homes with heavy trash removal and all the alleys got taken care of on Saturday, so it was amazing. Great group of -- one of the homes that we cleaned up, the owner was diagnosed with cancer, and she knew that she would be in and out of the hospital.

As we were finishing cleaning up her home, her son came home, and she was admitted to the hospital, and didn't look good for her. But it was one thing that he said that he didn't have to worry about now, once they're having family over, that they didn't have to worry about cleaning up the yard, and getting things ready for their family.

So the kids actually got to see that, how it affected the community. So it was a good time. And you know, under circumstances, you know, it -- we're helping the community. So.

MAYOR RODRIGUEZ: One thing I saw this year, which I was very proud to see, is how many teenagers were there from the high school, from the elementary schools. And you know how many complaints I heard? None. Not one. These kids were fully committed to coming in, busting their hump, doing the best that they could, and were very thankful. I mean, they thanked the people for allowing them to come onto the property and clean their property. And all of them, for the most part, were senior citizens. Some of them a little bit sickly. But it was just a day of doing good work, and just showing full appreciation for who we are as a community and putting our best foot forward. So I think that as a complete, overall event was just amazing.

Even that last year, there was a little bit of time lapse between when the last groups got back and when we ate. And this year it was seamless as people got back the hamburgers and hot dogs, which were cooked by our veterans, were ready to go, and

they were fresh, and it just -- it was outstanding. I commend not only yourself, but everybody else who contributed. Because I know there were multiple departments that threw their hats in there as well.

BABCHUK: Absolutely. Thank you to Community Services. They went shopping, and you know, purchased the food, and passed out the food. Veterans helped cook it. So field Ops and Streets did an amazing job, prepping and making sure waivers were signed and all pets were put away. But yeah, we were rocking and rolling that day. I mean, the kids were just two hours at some of these homes, and they were just immaculate. So they were very pleased. So.

CHAVIRA: It was my first time participating, and I thoroughly enjoyed it. I, too, was impressed with the teens, and those kids worked really hard. They worked my butt off, actually.

[LAUGHTER]

CHAVIRA: I tried to keep up with them. But they did a fantastic job, and they went above and beyond. They didn't just clean someone's yard. I mean, they were pulling weeds with their hands. They were down on their knees. They -- that the yards were left immaculate when we left, as much as we could, and they just, I mean, they swept everything. They did a fantastic job. So shout out to our teens and our youth in this community who really care. No complaints. It was great. Yeah.

MAYOR RODRIGUEZ: (Indiscernible) I said, Councilwoman Chavira is going to go with you guys. Under no circumstances should Councilwoman Chavira worked harder than any of you young kids. So you guys better hump, and they did.

CHAVIRA: Oh, yeah.

MAYOR RODRIGUEZ: And they did. They did a great job.

BABCHUK: Mayor tried to give her a way out, but she's like, nope, I'm going to work. I want to work.

MAYOR RODRIGUEZ: And where she did, she did an amazing job.

CHAVIRA: I surprised myself.

MAYOR RODRIGUEZ: And Nico. Was Nico? Did Nico go home?

BABCHUK: Yeah, he left.

MAYOR RODRIGUEZ: Okay. Nico also was out there with us, and we went around and we loaded up the back of the truck with waters and Gatorade. If people were thirsty, you know, we took it right to their work sites, and took some good circle, just circle around the whole city and every corner of our town, and I realize we're not the biggest city around, but everybody got touched with the love, and they all saw the effort and it was amazing. So thank you guys again for all you do.

BABCHUK: Thank you. We did have a resource fair that day as well. We had a community swap, which went amazing for our very first one. People were able to bring things and leave it for others. And some people took some things, and it was free. Totally free. Tables were brought in, and they were taken that first hour. So it went really well. We're going to incorporate that into our Luces de Navidad event as well. So we'll start promoting that.

We do have Veterans Day coming up on November 11th, and then we have our third Fridays on November 21st, where we have the Tohono O'odham Nation dancers coming out to do a dance, a few dances, and then, again, heading back to our Luces de Navidad for December 13th and 14th. And that we'll do a little different. We'll have two stages during the event. Sunday, we have some good entertainment lined up on both sides of the stages. So we'll have, on Saturday, we have Gabe Perez coming in with Jukebox Preachers opening up for them. Sunday, we have Los Conjunto Cats and Art Tigerina band from Texas. And then on the car show side, we'll have New Destiny and Solidify on Sunday.

MAYOR RODRIGUEZ: So that's the good times coming up. Put your dancing boots on. It's going to be a lot of fun out there. All right. Just as a kind reminder, because we want to make sure everyone's well aware of it, the City Council meeting scheduled on Tuesday, November 11th will be rescheduled to Wednesday, November 12th. And that's due to our upcoming Veteran's Day celebration. So with that, Pilar?

SINAWI: Thank you, Mayor, members of Council. I just want to share with the community that next week, on Monday and Tuesday, the Council will be celebrating

with the Tolleson Elementary School District, the preschool contribution that the Council has made, allocating \$400,000 towards their preschool program. So our Council, along with staff, will be joining the families that both Arizona Desert and PHG, celebrating this commitment to preschool education. The families from the preschools are invited to attend this celebration to learn more about civic engagement from the Clerk's Office, our library, our utilities department, and other city departments as well. So again, we want to thank the Council for their continued commitment to funding preschool education in Tolleson. Thank you.

MAYOR RODRIGUEZ: That's amazing. I think it's very appropriate to -- for us to celebrate victories and great partnerships, just like we do with Tohono O'odams, with their elementary school district, and keep moving forward to do the best work that we can for the residents of Tolleson, even if they're preschoolers, and some of our youngest kids. Reyes?

MEDRANO: Yes, sir. Thank you, Mr. Mayor, members of Council, we also are planning for the worst. We're hopeful that the lawsuit from the 20 Attorneys General across the country is successful and SNAP benefits are preserved, but we're not going to rely on that outcome.

We have consulted with all the appropriate members of our team, including Mr. Pierce, and we all agree that we'll be able to react. And then if people find themselves in need of food or any other type of assistance, we will treat each case individually, because everybody has very diverse needs. But we're prepared to -- it'll be very much like our response to COVID, when we were trying to help keep small businesses afloat, and make sure people are staying healthy and getting the food they need, at a minimum. So we have been discussing this for quite some time.

I think over the weekend, it got even more real when there was no progress at the federal level. So we started our -- I think firmed up our mission yesterday, and Mr. Pierce, and I and our team talked today, and we're in good stead. So we're ready to go if we need to.

DAVIS: I just want to add that, you know, it's not only people who receive SNAP benefits

that are being affected right now because federal employees are also being furloughed or not receiving pay. So there's just a whole -- a huge segment of our population that is being affected by this federal government's inability to get their act together. So I think we need to prepare on a lot of different fronts, for a lot of different people, that are going to need services and all kinds of services, not just food.

MAYOR RODRIGUEZ: Yeah. No, I completely agree, but I'm glad that we're being proactive. You take the punches as they come. This is the next one. So let's prepare to make sure that everybody in Tolleson has a resource.

And we do have -- we just passed one right now with this one. I know the school has some resources. We have a food bank here in town that gets huge donations. Of course, we have St. Mary's Food Bank downtown, but all that stuff's going to be dwindled down, and everyone's going to come and try to get some resources. But the fact that we have a plan speaks very highly of the caliber of our staff. You identify the problem, put the plan together, and whatever comes our way, we're ready to react to it. So thank you, City Manager Medrano. And what was that again?

CHAVIRA: Social input.

GOOD: Yeah.

CHAVIRA: Impact.

MAYOR RODRIGUEZ: That's right. George Good.

[LAUGHTER]

MAYOR RODRIGUEZ: I thought he was going say howdy for some reason, but --

ERVES: Did --

MAYOR RODRIGUEZ: Did he? Okay.

GOOD: (Indiscernible).

[LAUGHTER]

DAVIS: Oh, that was trash yesterday.

[LAUGHTER]

MAYOR RODRIGUEZ: Okay, guys --

DAVIS: On the record.

MAYOR RODRIGUEZ: I'm on the hungry side tonight, so I will entertain a motion to adjourn.

ERIVES: I have a -- I have a --

MAYOR RODRIGUEZ: We have a motion? Hold on. Time out. We have a comment.

ERIVES: We need to say thank you to the guys that went out to Superior? Mayor? Globe?

SINAWI: Globe. Uh-huh.

ERIVES: To help out there with their flood.

MAYOR RODRIGUEZ: Yeah, I know what the Tolleson Talks, Director McCracken brought out the staff members that actually were assigned that duty --

ERIVES: Okay.

MAYOR RODRIGUEZ: And we thank them there. But it's a good point. I mean, publicly, we should thank them. Go ahead.

SINAWI: Yeah, that'd be good.

MCCRACKEN: (Indiscernible).

SINAWI: Oh, nice, that'd be great.

MCCRACKEN: (Indiscernible).

MAYOR RODRIGUEZ: For those that don't know, Globe got flooded. Flooded out with all the rains and mud came into the City and everything. We have particular pieces of equipment and certified staff members to operate those. And we deployed them out there, and they were not -- they were beyond willing. They put in a lot of hours and did a lot of really good work. And so they are definitely to be commended.

ERIVES: Yeah.

MCCRACKEN: (Indiscernible) Council, but I don't want to embarrass him too much. Very genuine and honest conversation. Their appreciation for leadership (indiscernible).

GAMEZ: That's great. Great to hear.

BABCHUK: Awesome.

UNIDENTIFIED SPEAKER 7: Thank you.

MAYOR RODRIGUEZ: Thank you, Mr. McCracken. Look forward to doing that in person

and congratulating them. But with that, did I get a motion?

GAMEZ: Yes, you did.

MAYOR RODRIGUEZ: My advice -- I got a motion --

GAMEZ: I made the motion a second.

MAYOR RODRIGUEZ: Got a motion from Councilman Gamez. We got a second.

MENDOZA: We didn't have a second.

MAYOR RODRIGUEZ: Councilwoman Mendoza?

MENDOZA: Yup.

MAYOR RODRIGUEZ: All right, we got a first. We got a second. All those in favor of adjourning, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Ladies and gentlemen, we stand adjourned.

Thank you for your time.

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 OCTOBER 28, 2025. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

CRYSTAL ZAMORA, CITY CLERK



CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of October 22, 2025 to November 4, 2025

MEETING DATE: November 12, 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 October 22, 2025 to November 4, 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. 10 22 25 to 11 04 25 Claims and Bills Report

City of Tolleson**Checks Recorded****Check Dates: October 22, 2025 to November 4, 2025****PAYMENTS OVER \$10,000**

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CHASSE BUILDING TEAM INC	\$3,760,614.23	101506	10/28/2025
ACHEN-GARDNER CONSTRUCTION LLC	\$462,920.20	101455	10/22/2025
EMPIRE SOUTHWEST LLC	\$174,020.17	101524	10/30/2025
HAYDON BUILDING CORP	\$64,355.25	186110	10/29/2025
FSL HOME IMPROVEMENTS	\$55,298.45	186088	10/23/2025
WACO LLC	\$55,010.59	186149	10/29/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$50,835.00	101482	10/24/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$37,491.88	101499	10/28/2025
SEA-WESTERN INC	\$36,345.00	101490	10/24/2025
SEA-WESTERN INC	\$36,344.98	101490	10/24/2025
LYFT, INC.	\$29,550.10	101467	10/22/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$26,136.61	101500	10/28/2025
AMERICAN FENCE COMPANY OF AZ INC	\$18,900.00	101520	10/30/2025
AMERICAN FENCE COMPANY OF AZ INC	\$18,794.05	101520	10/30/2025
ADAPTIVE ARCHITECTS INC	\$18,240.00	186082	10/23/2025
BAKER TILLY ADVISORY GROUP PARENT	\$18,000.00	101479	10/24/2025
POWERDMS INC	\$14,338.76	186122	10/29/2025
LOGICALIS INC	\$14,065.26	101466	10/22/2025
JACOBS ENGINEERING GROUP INC	\$14,007.50	101463	10/22/2025
MARICOPA COUNTY SHERIFF'S OFFICE	\$13,535.59	186116	10/29/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$13,178.00	186084	10/23/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$11,162.00	186085	10/23/2025
HILL BROTHERS CHEMICAL CO.	\$10,787.84	186111	10/29/2025



CITY COUNCIL REPORT

SUBJECT: El Rey de los Mariscos y Sushi Liquor License Application No. 362402

MEETING DATE: November 12, 2025

TO: Mayor and Council

FROM: Crystal Zamora, City Clerk
Christina Youngberg, Paralegal

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

City Council will consider the approval of Arizona Department of Liquor Licenses and Control (DLLC) Liquor License Application No. 362402, Series 12 – Restaurant, as submitted by Mario Santoyo Guerrero for El Rey de los Mariscos y Sushi located at 189 North 99th Avenue #106, Tolleson, AZ 85353. A public hearing will be opened for public comment, if any.

BACKGROUND:

The applicant, Mario Santoyo Guerrero, on behalf of El Rey de los Mariscos y Sushi LLC, submitted a new Series 12 – Restaurant liquor license application to the Arizona Department of Liquor Licenses and Control. This license type allows the sale and service of all types of spirituous liquor for on-premises consumption, provided that at least forty percent (40%) of the establishment's gross revenue is derived from the sale of food, as required by state law. Failure to meet this requirement may result in revocation of the license.

El Rey de los Mariscos y Sushi is located at 189 North 99th Avenue, Suite 106, Tolleson, Arizona 85353, with a restaurant floor area of approximately 3,100 square feet. The business plan submitted includes a full-service seafood and sushi menu, a dining area, and entertainment such as mariachi and DJ performances several times per month.

DISCUSSION:

As required by state law, the notice was posted at the business premises for the required period of time, which is a minimum of 20 calendar days. To date, the City Clerk's Office has not received any comments for or against this liquor license application. Please refer to the applicant's submittal for further information on this proposed liquor license. Approval of this item will forward the City of Tolleson's recommendation to the Arizona Department of Liquor Licenses and Control for final consideration and issuance of the license.

BUDGET IMPACT:

There is no direct fiscal impact to the City of Tolleson resulting from approval of this liquor license application.

RECOMMENDATION:

Staff recommends the City Council approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 362402.

ATTACHMENTS:

1. PENDING JOB #362402_Redacted - Packet
2. Affidavit of Posting

State of Arizona
Department of Liquor Licenses and Control

Created 10/09/2025 @ 09:45:03 AM

Local Governing Body Report

LICENSE

Number:	Type:	012 RESTAURANT
Name:	EL REY DE LOS MARISCOS Y SUSHI	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	189 N 99TH AVENUE #106 TOLLESON, AZ 85353 USA	
Mailing Address:		
Phone:	(623)889-4903	
Alt. Phone:		
Email:	MARIOSANTOYO@ME.COM	

AGENT

Name:	MARIO SANTOYO GUERRERO
Gender:	Male
Correspondence Address:	189 N 99TH AVENUE #106 TOLLESON, AZ 85353 USA
Phone:	(623)889-4903
Alt. Phone:	
Email:	MARIOSANTOYO@ME..COM

OWNER

Name:	EL REY DE LOS MARISCOS Y SUSHI LLC	
Contact Name:	MARIO SANTOYO GUERRERO	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23849895	State of Incorporation: AZ
Incorporation Date:	07/08/2025	
Correspondence Address:	189 N 99TH AVENUE #106 TOLLESON, AZ 85353 USA	
Phone:	(623)889-4903	
Alt. Phone:		
Email:	MARIOSANTOYO@ME.COM	

60th - 12/8/25

Officers / Stockholders

Name:	Title:	% Interest:
ALMA ROSA HERNANDEZ GUERRERO	Member	50.00
JORGE ARMANDO ZUNIGA MUNOZ	Member	50.00

**EL REY DE LOS MARISCOS Y SUSHI LLC -
Member**

Name: JORGE ARMANDO ZUNIGA MUNOZ
Gender: Male
Correspondence Address: 189 N 99TH AVENUE
#106
TOLLESON, AZ 85353
USA
Phone: (602)708-1086
Alt. Phone:
Email: JORZM1978@YAHOO.COM

**EL REY DE LOS MARISCOS Y SUSHI LLC -
Member**

Name: ALMA ROSA HERNANDEZ GUERRERO
Gender: Female
Correspondence Address: 189 N 99TH AVENUE
#106
TOLLESON, AZ 85353
USA
Phone: (480)220-4023
Alt. Phone:
Email: ANHI77@GMAIL.COM

APPLICATION INFORMATION

Application Number: 362402
Application Type: New Application
Created Date: 09/30/2025

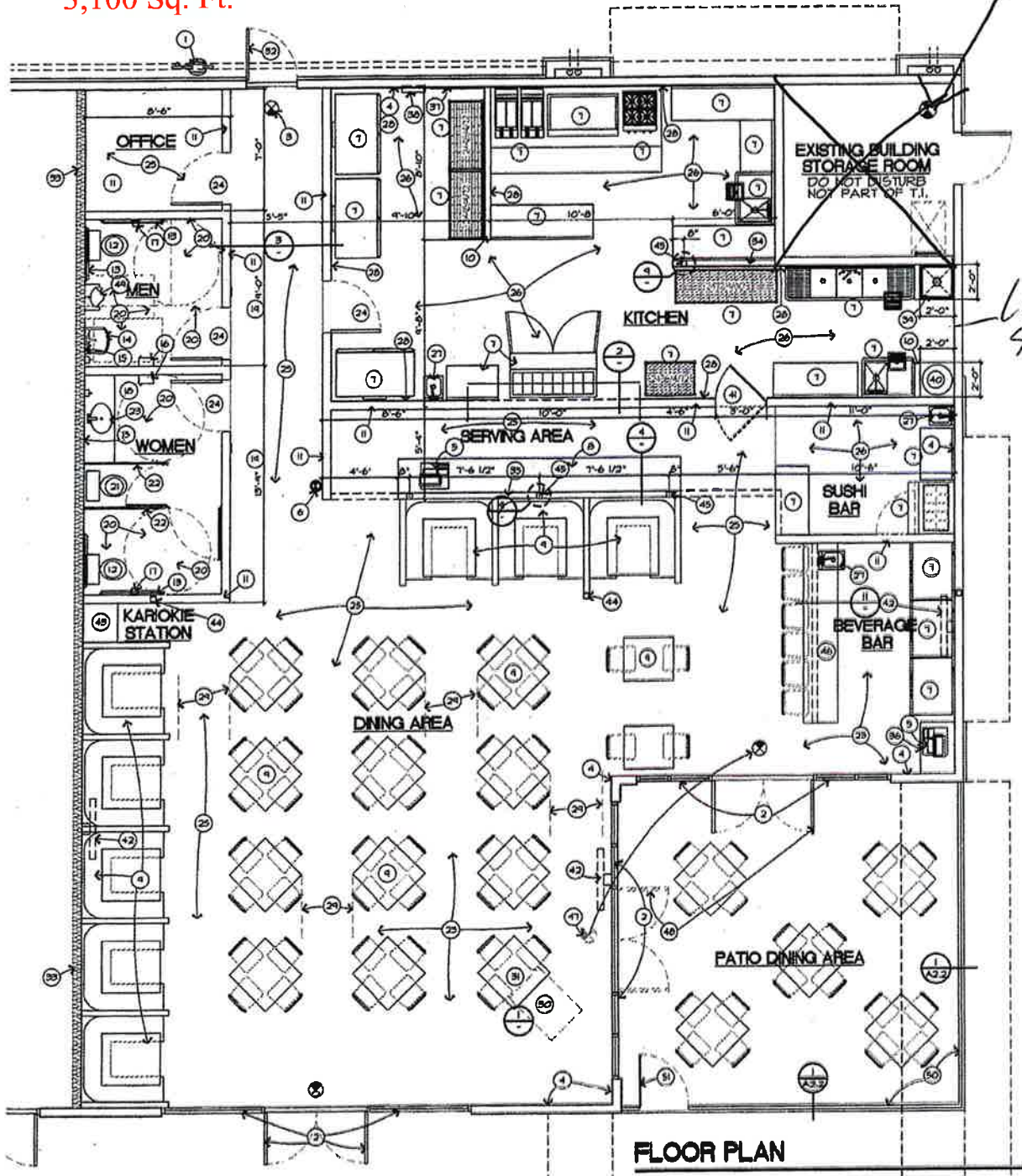
QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
EVICTON WITH LEGAL PROCEEDINGS
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
12/1/25
- 9) What type of business will this license be used for?
RESTAURANT

RESTAURANT

El Ray De Los Mariscos
189 North 99th Avenue, Suite #106
Tolleson, AZ 85353
3,100 Sq. Ft.





RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with **Black Ink**

1. Name of restaurant (Please print): EL REY DE LOS MARISCOS Y SUSHI

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

LIST ONLY THE FOLLOWING - **NO ATTACHMENTS**

Grill	1 FALCON GAS GRIDDLE COUNTERTOP MODEL #AEG-48 48"W 3/4 PLATE
Oven	NO OVEN
Freezer	1 FALCON REACH IN FREEZER MODEL #AF-49 TWO SECTIONS 54"X46.7 CU. FT STAINLESS STEEL
Refrigerator	1 FALCON REACH IN STAINLESS STEEL REFRIGERATOR MODEL #AR-49 UPRIGHT 54"X46.7 CU. FT
Sink	1 STAINLESS STEEL FALCON 3 COMPARTMENT SINK MODEL #E3C-16X20-2-18, 1 FALCON STAINLESS STEEL MODEL #HS-17SS
Dish Washing Facilities	1 STAINLESS STEEL FALCON 3 COMPARTMENT SINK MODEL #E3C-16X20-2-18
Food Preparation Counter (Dimensions)	1 FALCON PREP TAVLE 16 PAN 60"X 31"X42" W/2 DOOR COOLER
Other	1 FALCON GAS FLOOR FRYER MODEL #AF-90 40LBS CAPACITY W/ 2 STAINLESS STEEL BASKETS

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

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

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

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

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

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

a) Restaurant dining area of your premises:

[80]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area

[+ 06]

TOTAL [= 86]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☒ Both
8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

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

6 FLAT SCREEN TELEVISIONS

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

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

DJ 4 X A MONTH

MARIACHI 4 X MONTH

10. List number of employees for each position:

Position	How many
Cooks	3
Bartenders	1
Hostesses	0
Managers	2
Servers	4
Other ()	
Other ()	
Other ()	

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

Applicant Signature:

[Redacted Signature]

EL REY DE LOS MARISCOS Y SUSHI

Aperitivos (Appetizers)

- Toritos – Chile Güero with bacon and cream cheese-- **\$28.00**
- Empanadas de camarón con queso – Shrimp empanadas with cheese--**\$28.00**
- Cucarachas – Spicy shrimp with house salsa-- **\$32.00**
- Ostiones – Oysters (plain or prepared) -- **\$25.00**
- Guacamole – With chips or shrimp-- **\$15.00**
- Chicharrón de pargo – Fried snapper skin-- **\$23.00**
- Chicharrón de pescado – Fried fish skin-- **\$23.00**

Tostadas

- Tostada El Rey- **\$28.00**
- Tostada Mixta – Mixed seafood-- **\$15.00**
- Tostada de camarón cocido – Cooked shrimp tostada-- **\$13.00**
- Tostada de camarón y pulpo – Shrimp and octopus tostada -- **\$15.00**
- Tostada de ceviche de camarón – Shrimp ceviche tostada -- **\$12.00**
- Tostada de ceviche de pescado – Fish ceviche tostada -- **\$12.00**

Platos Fuertes (Entrees)

- Camarón empanizado – Breaded shrimp -- **\$22.00**
- Camarón a la diablo – Spicy shrimp -- **\$22.00**
- Camarón al mojo de ajo – Garlic shrimp -- **\$22.00**
- Camarón ranchero – Ranch-style shrimp -- **\$20.00**
- Camarón a la plancha – Grilled shrimp-- **\$20.00**
- Camarón al chipotle – Chipotle shrimp -- **\$22.00**
- Camarón culichi – Shrimp in green creamy sauce -- **\$22.00**
- Filete empanizado – Breaded fish fillet -- **\$19.00**
- Filete al mojo de ajo – Garlic fish fillet -- **\$19.00**
- Filete a la plancha – Grilled fish fillet -- **\$19.00**

- Mojarra frita – Fried tilapia -- **\$19.00**
- Pargo frito – Fried snapper -- **\$21.00**

Molcajetes

- Molcajete frío – Cooked and raw shrimp, octopus, aguachile, scallops -- **\$31.00**
- Molcajete caliente – Hot molcajete with shrimp, beef, and chicken (includes rice, beans, salad, and tortillas) -- **\$31.00**

Botanas (Snacks)

- Camarón cocido – Cooked shrimp -- **\$22.00**
- Camarón para pelar – Peel-and-eat shrimp -- **\$22.00**
- Camarón con pulpo – Shrimp with octopus -- **\$24.00**
- Botana mixta – Mixed snack: cooked/raw shrimp and octopus -- **\$26.00**
- Botana especial – Special snack: cooked/raw shrimp, octopus, scallops -- **\$26.00**
- Botana callo de hacha – Scallop snack -- **\$26.00**
- Botana El Rey – House special snack – **\$28.00**

Cócteles (Cocktails)

- Cóctel de camarón – Shrimp cocktail -- **\$22.00**
- Cóctel de camarón y pulpo – Shrimp and octopus cocktail -- **\$24.00**
- Campechana – Mixed seafood cocktail -- **\$26.00**
- Maleficio El Rey – House specialty cocktail -- **\$26.00**
- Cóctel especial de camarón – Special shrimp cocktail -- **\$28.00**

Caldos (Soups)

- 7 Mares – Seven seas soup -- **\$26.00**
- Caldo de camarón – Shrimp soup -- **\$22.00**
- Caldo de camarón y pulpo – Shrimp and octopus soup **\$24.00**

Cocos

- Camarón – Shrimp coconut -- **\$26.00**

- Camarón y pulpo – Shrimp and octopus coconut -- **\$28.00**
- El Rey – House special coconut -- **\$31.00**

Fajitas

- Camarón – Shrimp fajitas with bell peppers and cheese -- **\$28.00**
- Mixtas – Mixed fajitas -- **\$30.00**

Tacos

- Camarón empanizado – Breaded shrimp taco -- **\$5.99**
- Camarón a la plancha – Grilled shrimp taco -- **\$5.99**
- Pescado empanizado – Breaded fish taco -- **\$5.99**
- Pescado a la plancha – Grilled fish taco -- **\$5.99**
- Gobernador – Shrimp and cheese taco -- **\$5.99**
- Asada – Grilled beef taco -- **\$4.50**
- Pollo – Chicken taco -- **\$4.50**

Ordenes de Ceviche (Ceviche Orders)

- Ceviche regular – Regular ceviche -- **\$18.00**
- Camarón con mango – Shrimp with mango ceviche -- **\$18.00**
- Camarón con habanero – Shrimp with habanero ceviche -- **\$18.00**
- Pescado regular – Regular fish ceviche -- **\$17.00**
- Pescado con mango – Fish with mango ceviche -- **\$17.00**
- Pescado con habanero – Fish with habanero ceviche -- **\$17.00**

Quesadillas (Large Flour Tortilla)

- De queso – Cheese -- **\$12.00**
- Queso con camarón – Cheese with shrimp -- **\$16.00**
- Queso con pescado – Cheese with fish -- **\$14.00**
- De asada – Grilled beef -- **\$14.00**
- De pollo – Chicken -- **\$12.00**

Menú Infantil (Kids Menu - Includes French Fries)

- Hamburguesa con papas – Hamburger with fries -- **\$12.00**
- Chicken nuggets con papas – Chicken nuggets with fries -- **\$10.00**
- Quesadilla de asada – Beef quesadilla -- **\$12.00**
- Quesadilla de pollo – Chicken quesadilla -- **\$10.00**

ROLLOS HORNEADOS (Baked Rolls)

- El Rey Guerrero – Avocado, cream cheese, shrimp, and beef inside. Breaded. Topped with bacon and mozzarella cheese. Drizzled with chipotle sauce, eel sauce, and sesame seeds. -- **\$17.00**
- Corona Real – Avocado, cream cheese, shrimp, and surimi inside. Breaded. Topped with Tampico salad, shrimp, and mozzarella cheese. Finished with chipotle sauce, eel sauce, and sesame seeds. -- **\$17.00**
- El Reino – Avocado, cream cheese, surimi, and shrimp inside. Topped with breaded salmon. Baked and finished with chipotle dressing, eel sauce, masago, and green onion.
■ **\$18.00**

ROLLOS EMPANIZADOS (Fried Rolls)

- El Príncipe Crujiente – Breaded shrimp, avocado, and cream cheese inside. Topped with bacon, roasted jalapeño, and chipotle dressing. -- **\$18.00**
- La Reina del Fuego – Grilled steak, avocado, and cream cheese inside. Topped with French fries, Valentina hot sauce, chamoy, and a splash of lime. -- **\$19.00**
- El Imperial – Octopus, surimi, avocado, and cream cheese inside. Topped with melted mozzarella and finished with chipotle dressing and eel sauce. -- **\$18.00**
- Cielo Mar Roll – Shrimp, chicken, grilled steak, avocado, and cream cheese inside. Breaded and served with Tampico salad. -- **\$19.00**

ROLLOS NATURALES (Fresh Rolls)

- El Guamuchilito Real – Avocado, cream cheese, and surimi inside. Topped with Tampico salad, octopus, two shrimp, and avocado slices. Finished with eel sauce and sesame seeds. -- **\$18.00**
 - El Pacífico – Cooked shrimp, cucumber, avocado, and cream cheese inside. Topped with fresh chopped tuna, red onion, sesame seeds, and ponzu dressing. - **\$18.00**
 - El Sello del Mar – Cooked shrimp, avocado, and cream cheese inside. Topped with shrimp ceviche in aguachile, red onion, and citrus house sauces. -- **\$19.00**
-

Drinks- Bebidas

Refrescos / Soft Drinks (Coca-Cola Products)

- Coca-Cola -- \$4.99
- Coca-Cola Zero-- \$4.99
- Diet Coke -- \$4.99
- Sprite -- \$4.99
- Fanta Naranja (Orange) -- \$4.99
- Dr Pepper -- \$4.99

Aguas Frescas- Fresh Fruit Waters

- Limonada -- \$5.99
- Horchata -- \$5.99
- Jamaica -- \$5.99

Cerveza- Beer

- Modelo -- \$5.99
- Corona -- \$5.99
- Pacifico -- \$5.99
- 2X -- \$5.99
- Modelo Negra -- \$5.99
- Bud Light -- \$5.99
- Budweiser -- \$5.99
- Michelob Ultra -- \$5.99

Cócteles del Rey- Cocktails

- **Margarita -- \$12.00**
- **Pina Colada -- \$12.00**
- **Palomas -- \$12.00**
- **Whiskey Mineral Water- \$12.00**
- **Michelada -- \$17.00**
- **Clamato Prep -- \$12.00**

Liquor Shots

- **Don Julio Reposado -- \$9.00**
- **Don Julio 70 -- \$12.00**
- **Buchanana -- \$10.00**
- **Jack Daniels -- \$8.00**



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

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

EL REY DE LOS MARISCOS Y SUSHI

1. Name of restaurant (Please print): _____
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. **General Ledger**
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks

12. **Tax Records**

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

13. **Payroll Records**

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

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

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Applicant Signature: _____

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



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

25 SEP 30 AM 11:37 AZD LLC
DLCC USE ONLY

Fee:	
Job #:	362409
Date Accepted:	9-30-25
CSR:	AP for CR

Personal Information Questionnaire

fp pending
805-751

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT

☐ CONTROLLING PERSON

☐ MANAGER

- Name: SANTOYO GUERRERO MARIO
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: ARIZONA
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 12 / 16 / 2001
- Email address: MARIOSANTOYO@ME.COM
- Home Address: [REDACTED]
- Daytime phone #: 623-889-4903 Alternative phone #: 623-889-4903

SECTION 2 – LICENSED BUSINESS INFORMATION

- Liquor License #: JOB #
- Business Name (doing business as): EL REY DE LOS MARISCOS Y SUSHI
- Business Address: 189 NORTH 99TH AVENUE SUITE #106 TOLLESON ARIZONA 85353

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: ALMA ROSA HERNANDEZ GUERRERO
JORGE ARMANDO ZUNIGA MUNOZ

SECTION 4 – BACKGROUND

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

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☒ No ☐
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S. §4-202(D)* Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
A.R.S. §4-202, 4-210
**Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

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

Signature: _____

Date: SEPTEMBER 23, 2025

Affidavit of Posting Liquor License

On October 21, 2025, I, Ken Hernandez, certify that the following Property was posted with the Liquor License request.

Property: El Rey De Los Mariscos y Sushi, 189 N 99th Ave #106, Tolleson Arizona 85353

K. Hernandez

Signature



LICENSE

Number:	EL REY DE LOS MARISCOS Y SUZUKI	Type:	012 RESTAURANT
Name:	Posting		
State:		Expiration Date:	
Start Date:			
Original Issue Date:	10/01/2025 03:00:00		
Location:	100 W. WASHINGTON, 8TH FLOOR, PHOENIX, AZ 85001		

NOTICE**APPLICATION TO SELL ALCOHOLIC BEVERAGES**
DATE POSTED: OCTOBER 22, 2025

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
TOLLESON CITY COUNCIL AT 9055 W. VAN BUREN ST.

PLACE: TOLLESON CIVIC CENTER DATE/TIME: NOVEMBER 12, 2025 AT 6:00 PM
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (623) 936-7111

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE STATE LIQUOR BOARD. 800 W. WASHINGTON, 8TH FLOOR, PHOENIX, AZ. 85001 (602) 542-9799

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL: LOCAL GOVERNING BODY (623) 936-7111 STATE LIQUOR BOARD (602) 542-9799
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.



CITY COUNCIL REPORT

SUBJECT: First Amendment to Sea-Western, Inc. Cooperative Purchasing Agreement

MEETING DATE: November 12, 2025

TO: Mayor and Council

FROM: Michael Young, Fire Chief

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Fire Department is requesting approval of the First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Sea-Western, Inc. for the purchase of public safety uniform gear and equipment.

BACKGROUND:

The City of Tolleson originally entered into a Cooperative Purchasing Agreement with Sea-Western, Inc., based on the State of Utah Contract No. MA4493, dated March 5, 2024, which provides for the procurement of public safety uniform gear and equipment. The agreement was executed on July 3, 2025.

The Cooperative Purchasing Agreement allows the City to leverage competitive pricing and terms established through the State of Utah contract. This First Amendment increases the City's annual compensation limit and extends the term of the agreement.

DISCUSSION:

This First Amendment modifies Paragraph 3 (Compensation) of the Agreement to increase the City's annual aggregate compensation limit to \$200,000 per fiscal year for the period beginning July 1, 2025, through June 30, 2029. All other terms and conditions of the original Agreement remain in full force and effect.

Sea-Western, Inc. will continue providing uniform gear and equipment necessary to support the operational needs of the Tolleson Fire Department.

BUDGET IMPACT:

Funding for this agreement is available in the Fire Department's approved annual budget. The amendment authorizes an annual expenditure not to exceed \$200,000 for each fiscal year within the term of the agreement.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Sea-Western, Inc.

ATTACHMENTS:

1. 11 12 25 FD - First Amendment to CPA - Sea-Western Inc. - End Date 06 30 29

**AMENDMENT NO. ONE TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
SEA-WESTERN, INC.**

THIS AMENDMENT NUMBER ONE TO THE COOPERATIVE PURCHASING AGREEMENT (this "Amendment") between the City of Tolleson, an Arizona municipal corporation (the "City") and SEA-WESTERN, INC., a Washington corporation, (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 July 3, 2025 (the "Agreement") based upon the State of Utah ("AGENCY") entered into Contract No. MA4493, dated March 5, 2024, as amended, (collectively, the "Cooperative Contract") for the Contractor to provide Public Safety Uniform Gear and Equipment ("Materials, Services and/or Supplies"). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City has determined that additional Materials, Services and/or Supplies are necessary and desires to increase the compensation paid to Contractor.

AGREEMENT

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

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

3. Compensation. The City shall pay Contractor for the Term and for each an annual aggregate amount not to exceed \$100,000.00 for the Materials, Services and/or Supplies at the rates that shall be agreed upon by the parties. Commencing with the fiscal year July 1, 2025 through June 30, 2029, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of \$200,000.00 for each fiscal year, for the Materials, Services and/or Supplies at the rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit

multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

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

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

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

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

SEA-WESTERN, INC., a Washington corporation

By: _____

Name: _____

Its: _____

Date



CITY COUNCIL REPORT

SUBJECT: Reimbursement to Vanguard Truck Holdings LLC (Tolleson 70) Pursuant to the PAD Development Agreement

MEETING DATE: November 12, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The City of Tolleson is requesting approval to reimburse Vanguard Truck Holdings LLC (Tolleson 70) for the actual costs incurred for the design, construction, and installation of required public infrastructure improvements, as provided under Item 3 of the PAD Development Agreement approved by the City Council on July 11, 2023, through Resolution No. 2539. The reimbursement amount shall not exceed \$1,000,000.

BACKGROUND:

On July 11, 2023, the City Council approved Resolution No. 2539 authorizing the City Manager to execute a PAD Development Agreement between the City of Tolleson and Vanguard Truck Holdings LLC (Tolleson 70) for the development of a 50,000–65,000 square foot Volvo Truck Center located at the southwest corner of 91st Avenue and Latham Street.

Pursuant to Section 3 of the recorded Development Agreement, the City agreed to reimburse Vanguard for verified, eligible costs associated with public improvements required under the agreement—including street, utility, and right-of-way infrastructure—up to a maximum reimbursement limit of \$1,000,000.

DISCUSSION:

Vanguard has completed the required public improvements as defined in Exhibit C of the Development Agreement. The City Engineer has reviewed the supporting documentation and verified the reimbursable expenses in accordance with the agreement terms. Approval of this item will authorize the City to reimburse Vanguard up to the not-to-exceed limit of \$1,000,000, fulfilling the City's obligation under Section 3 of the PAD Development Agreement.

BUDGET IMPACT:

The reimbursement will be funded from the City's designated capital improvement/development reimbursement fund, not to exceed \$1,000,000.

RECOMMENDATION:

Staff recommends approval of the reimbursement to Vanguard Truck Holdings LLC (Tolleson 70) in an amount not to exceed \$1,000,000 pursuant to Section 3 of the PAD Development Agreement approved by City Council on July 11, 2023.

ATTACHMENTS:

1. Res 2539 Vanguard Truck Centers LLC Development Agreement - SWC of 91st Ave. and Latham St. 07 11 23 (Recorded)
2. Development Agreement Letter - Vanguard - 7.24.25
3. Vangaurd Phoenix - Roosevelt Street Improvements Reimbursement Costs 7.22.25

WHEN RECORDED, RETURN TO:

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

Res2539COTVngrdDvAgr-22-1-1--
amine

RESOLUTION NO. 2539

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY WITH VANGUARD TRUCK CENTERS, LLC, RELATED TO THE DEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE CITY AT THE SOUTHWEST CORNER OF 91st AVENUE AND LATHAM STREET; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, A.R.S. § 9-500.05 authorizes the City of Tolleson to enter into development agreements related to the development of property in the City; and

WHEREAS, all the property subject to the Development Agreement attached as Exhibit A is located within the City of Tolleson; and

WHEREAS, the Development Agreement is consistent with the General Plan of the City; and

WHEREAS, the City Council finds that development of certain real property located at the southwest corner of 91st Avenue and Latham Street for a 50,000 – 65,000 square foot Volvo truck dealership that will include a parts and service area for purposes of commercial truck sales will be furthered by the location of this project; and

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

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

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

Section 2. The Development Agreement between the City of Tolleson and Vanguard Truck Centers, LLC, a Delaware limited liability company, is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

CITY OF TOLLESON RESOLUTION NO. 2539

JULY 11, 2023

PAGE 2

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 11th day of July, 2023.

Juan F. Rodriguez

Juan F. Rodriguez, Mayor

ATTEST: *Crystal Zamora*

Crystal Zamora, City Clerk

APPROVED AS TO FORM: *Justin Pierce*

Justin Pierce, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2539 was duly passed and adopted by the Mayor and Council of the City of Tolleson, Arizona, at the Regular City Council Meeting held on July 11, 2023, that the vote thereon was 4 ayes, 0 nays, and that the Vice Mayor and 3 Council Members were present thereat.

Crystal Zamora

Crystal Zamora, City Clerk
City of Tolleson, Arizona

CITY OF TOLLESON RESOLUTION NO. 2539

JULY 11, 2023

PAGE 3

EXHIBIT A

TO

RESOLUTION NO. 2539

[Development Agreement]

See following pages.

COTVngrdDvAgr2539-19-1-1--
amine

When recorded mail to:

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

This area reserved for County Recorder

DO NOT REMOVE

This is part of the official document

DEVELOPMENT AGREEMENT

City Contract No. _____

This Development Agreement (“**Agreement**”) is entered into as of the 11th day of July, 2023 (the “**Effective Date**”), by and between the CITY OF TOLLESON, Arizona, an Arizona municipal corporation, (which, together with any successor, public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as “**City**”), and VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company, (together with its permitted successors and assigns, is hereinafter referred to as “**VANGUARD**”), (collectively City and VANGUARD may be referred to as the “**Parties**”).

RECITALS

A. The Parties hereto acknowledge that this Agreement constitutes a “Development Agreement”, and in accordance therewith, a memorandum in the form of **Exhibit A** attached shall be recorded in the Official Records of Maricopa County Recorder, against the property described in **Exhibit B** attached hereto and made a part hereof (hereinafter, the “**VANGUARD Property**”).

B. VANGUARD has entered into a Purchase and Sale Agreement with Tolleson 70, LLC (“**Tolleson 70**”) for the purchase of the VANGUARD Property. VANGUARD intends to develop or cause to be developed a 50,000 – 65,000 square foot Volvo truck dealership that includes a parts and service area for purposes of Commercial Truck Sales (the “**Volvo Truck Dealership**”) on the VANGUARD Property.

C. The City and Tolleson 70 have entered into a Development Agreement dated as of March 7, 2023 and recorded under document 20230186154, Official Records, Maricopa County, Arizona (the “**PAD Development Agreement**”), which Development Agreement governs the creation and development of a Planned Area Development (“**PAD**”) covering the “I-10 Innovation Center II” owned by Tolleson 70 of which the VANGUARD Property is a part.

D. The City desires to obtain those public benefits that will accrue from continued growth and development in the area of the VANGUARD Property, as well as the construction of public infrastructure improvements. Such benefits include: (1) stimulating overall economic development in the neighborhood surrounding the VANGUARD Property; (2) the construction of certain public infrastructure improvements funded by VANGUARD at a cost of approximately \$750,000 to \$1,000,000, as more fully outlined hereinafter (hereinafter, the “**Improvements**”), and (3) generation of substantial additional sales tax revenues (referred to as transaction privilege taxes in the Arizona Revised Statutes, Title 42, Article 5.)

E. In accordance with A.R.S. § 9-500.11.D and H, the City has verified by an independent third party, the following findings:

1. The City’s commitment, established hereby, to make Reimbursement Payments (defined hereafter), is anticipated to raise more revenue than the sum of the Reimbursement Payments; and

2. Without the City's commitment to make such Reimbursement Payments, the planned Volvo Truck Dealership or similar facility would not locate within the City at the same time, place, or manner.

F. The City Council has found, by two-thirds majority vote, that the findings set forth in Recital E above are correct and have further found that this Agreement will assist in the creation of jobs and will improve the economic welfare of the inhabitants of the City.

G. In accordance with A.R.S. § 9.500.11.K, the City has adopted a notice of intent to enter into this Agreement at least fourteen (14) days prior to the approval of this Agreement by the City Council.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the parties hereto as follows:

1. **Recitals.** The recitals and attached exhibits set forth above are acknowledged by the parties to be true and correct and are incorporated herein by this reference.

2. **Construction of Public Infrastructure Improvements.**

- (a) In connection with its development of the VANGUARD Property, in its sole and absolute discretion, VANGUARD will undertake the Improvements pursuant to plans and specifications approved by the City of Tolleson and as substantially described on **Exhibit C** attached hereto and made a part hereof in accordance with permits to be issued by the City. The City hereby agrees to reasonably cooperate with VANGUARD in providing and obtaining any easements, rights-of-ways or other rights necessary to complete any portion of the Improvements to be located outside of the VANGUARD Property.
- (b) The Improvements shall be constructed under the direction of VANGUARD, at VANGUARD's cost, pursuant to the City's final approval of the final design thereof and shall be bid out for construction pursuant to A.R.S. § 34-201 and § 34-202.
- (c) The Parties anticipate that the total cost to design and construct the Improvements shall be approximately \$750,000 - \$1,000,000.

3. **City Reimbursement.**

- (a) Subject to the conditions set forth in this Agreement, in consideration of the public benefits which will accrue to the City from development of the VANGUARD Property as a Volvo Truck Dealership, as well as the construction and dedication of the Improvements, the City will: reimburse

VANGUARD, in accordance with Sections 4 and 5 below, for actual costs incurred by VANGUARD in the design, construction, and installation of the Improvements, up to a maximum reimbursement amount of \$1,000,000 (“**Reimbursement Limit**”), provided that the City shall only be required to provide Reimbursement Payments, as defined in Sections 4 and 5 below, to VANGUARD up to the Reimbursement Limit and otherwise subject to the terms and conditions of this Agreement, including, but not limited to, Section 7.

- (b) For the purposes of this Agreement, “**Reimbursable Costs**” means all verifiable costs actually incurred by VANGUARD in connection with the design, governmental review, construction and installation of the Improvements, which costs shall include, but are not limited to, actual “hard” costs of construction together with costs for or associated with: engineers and other consultants (including design professionals); all plan review and application fees of all applicable governmental authorities; construction permits and other required permits; project bonding and insurance; construction management, coordination, inspection and supervision; project bidding; environmental reports, title reports, traffic reports, and other reports, studies and investigations specifically related to the Improvements, and other directly related costs and fees.
- (c) VANGUARD’s Reimbursable Costs shall be outlined in a letter to the City within 90 days of completion of the Improvements. The Tolleson City Council must approve the final construction costs in order for the City to pay any Reimbursable Costs to VANGUARD, which approval shall not be unreasonably withheld, conditioned or delayed so long as the final construction costs are consistent with the terms of this Agreement.

4. **Reimbursement Fund.** All monies used for reimbursement payments by City to VANGUARD according to this Agreement (“**Reimbursement Payments**”) will be paid from the reimbursement fund specifically designated for this purpose (the “**Reimbursement Fund**”). For the purposes of this Agreement, “**Eligible Sales Taxes**” shall mean transaction privilege taxes, levied by the City in accordance with A.R.S. Title 42, Chapter 5, received by the City, related to retail sales activities at the VANGUARD Property, accruing as follows:

- (a) Forty-nine percent (49%) of the eligible City sales tax revenues beginning on the first day of operation of the Volvo Truck Dealership on the VANGUARD PROPERTY, as allowed by law, generated from VANGUARD operations at the VANGUARD Property. Sales tax revenues to be used for Reimbursement Payments shall be generated only from sales and operations at the VANGUARD Property, which generate City sales tax to the City and that are actually received by the City.
- (b) Forty-nine percent (49%) of all construction sales tax revenues actually received by the City for construction of the Volvo Truck Dealership on the VANGUARD Property and all on-site improvements related thereto (“**Eligible Construction Sales Taxes**”). It shall be the responsibility of

VANGUARD to provide to the City, the Consent to Release of Tax Information in the form attached hereto as Exhibit E for any General Contractors used to construct the Volvo Truck Dealership and on-site improvements. VANGUARD shall also provide the City with copies of all contracts with General Contractors to construct the Volvo Dealership and on-site improvements subject to Reimbursement Payments under this section 4(b).

- (c) The Reimbursement Fund will accrue on a quarterly basis through the calendar quarter which ends five (5) years after the date the Volvo Truck Dealership begins operations or until Approved Reimbursements have been paid in full to VANGUARD, if earlier (the “**Reimbursement Fund End Date**”). For purposes of clarification only, although the maximum Reimbursement Limit is \$1,000,000, the total of all Reimbursement Payments may be less than the Reimbursement Limit if the total Approved Reimbursements are less than Reimbursement Limit upon the Reimbursement Fund End Date.
- (d) For purposes of calculating deposits that shall accrue to the Reimbursement Fund on a quarterly basis, (the “**Quarterly Reimbursement Fund Deposits**”), each quarterly deposit will accrue to the Reimbursement Fund following City’s review of taxes remitted by VANGUARD and paid by VANGUARD as described in 4(a) and 4(b) above (the “**Quarterly Sales Tax Review**”). The Quarterly Sales Tax Review shall occur within 45 days after VANGUARD provides the documentation outlined in Sections 6 and 7 below and evidence to the City that the taxes have been paid to the Arizona Department of Revenue (“**ADOR**”), and the taxes have been received from ADOR to the City. Upon written request of VANGUARD, the City will deliver to VANGUARD an accounting of all such sales tax receipts, which accounting shall specifically identify any offsets, credits, exclusions or other deductions from the from tax revenues generated by or attributable to the Property which have been identified by the City in the Quarterly Sales Tax Review.
- (e) If the City’s sales tax structure changes, the Parties acknowledge that sales tax revenues may change as a result, and that the Reimbursement Payments may be affected.

5. **Reimbursement Payments Schedule.** Subject to the completion of the Public Infrastructure Improvements and the first deposit to the Reimbursement Fund, the first Reimbursement Payment shall be made (as applicable, the “**Reimbursement Period Commencement Date**”). Thereafter, the City shall make additional quarterly Reimbursement Payments (“**Quarterly Reimbursement Payments**”), as required and as funds are available in the Reimbursement Fund, with each such payment being issued within 14 days after completing the Quarterly Sales Tax Review.

Quarterly Reimbursement Payments shall continue until the earlier to occur of (i) the date the Reimbursement Limit has been met and paid in full, or (ii) the occurrence of the

Reimbursement Fund End Date, subject to extension pursuant to the terms of this Agreement, including, but not limited to, following an Event of Excused Delay. If during any quarter, there is a balance due to VANGUARD on Reimbursable Costs, and at the same time there are no funds available in the Reimbursement Fund, then a Quarterly Reimbursement Payment will not be made during such quarter, and the reimbursement amount payable for such quarter will be paid at a future date when funds are available for either a partial or full payment from the Reimbursement Fund, and, if applicable, the Reimbursement Fund End Date shall be extended until such Quarterly Reimbursement Payment is paid in full.

6. **Sales Tax Tracking Authorization.** In order to conduct its Quarterly Sales Tax Reviews and make Quarterly Reimbursement Payments to VANGUARD, the City must be able to separately track the Eligible Sales Taxes and Eligible Construction Sales Taxes generated by VANGUARD at the VANGUARD Property. VANGUARD shall generate a separate report of Eligible Sales Taxes and Eligible Construction Sales Taxes as described in Section 7 below. Furthermore, the City Finance Department is authorized to release such tax data as reported by VANGUARD to the City Economic Development Department.

7. **Sales Tax Report and Certification.** VANGUARD shall prepare a Sales Tax Report and Certification and submit the Sales Tax Report and Certification within forty-five (45) days following the close of each calendar quarter to the City, beginning in with the first calendar quarter which begins after completion of the Improvements, that reports Eligible Sales Taxes for VANGUARD's business operations on the VANGUARD Property and Eligible Construction Sales Taxes. If VANGUARD does not submit the Sales Tax Report and Certification to the City in any quarter, the City shall not have any obligation to make a Quarterly Reimbursement Fund Deposit or corresponding Quarterly Reimbursement Payments to VANGUARD, until VANGUARD provides the Sales Tax Report and Certification for that quarter. In the event VANGUARD submits an untimely Sales Tax Report and Certification for a quarter, the City shall process that documentation at the next Quarterly Sales Tax Review.

8. **Mutual Benefits.** The Parties agree that in making the promises contained in this Agreement that certain benefits and advantages will accrue to the Parties as a result of the performance of this Agreement, and that, therefore, this Agreement is being entered into in reliance upon the mutual benefits afforded each of the Parties.

9. **Institution of Legal Actions.** Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing Party in such action will be entitled to reimbursement by the other Party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

10. **Applicable Law.** The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

11. **Acceptance of Legal Process.** If any legal action is commenced by VANGUARD the City, service of process on the City will be made by personal service upon the City Clerk of the City of Tolleson, or in such other manner as may be provided by law.

If any legal action is commenced by the City against VANGUARD, or in such other manner as may be provided by law, whether made within or without the State of Arizona.

12. **Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting Party.

13. **Notices, Demands and Communications Between Parties.** All notices, demands or other writings in this Agreement provided to be given, made or sent by any Party hereto to other Parties will be deemed to have been fully given, made, or sent when made in writing and personally delivered or deposited in the United States mail postpaid registered or certified and addressed as follows:

To City:	City Manager Tolleson City Hall 9055 W. Van Buren Street Tolleson, AZ 85353 Jason Earp Economic Development Director Tolleson City Hall 9055 W. Van Buren Street Tolleson, AZ 85353 City Attorney Tolleson City Hall 9055 W. Van Buren Street Tolleson, AZ 85353
To VANGUARD:	Vanguard Truck Holdings, LLC 34 Old Ivy Road, NE, Suite 200 Atlanta, Georgia 30342 Attn: Elwyn Bridges and Will Blue
With copies to:	Impact Development Management 900 Circle 75 Parkway, Suite 550 Atlanta, Georgia 30339 Attn: Alex Vess and Kilpatrick Townsend & Stockton LLP 2001 Ross Avenue, Suite 4400 Dallas, Texas 75201 Attn: Jenny Gruber

The address to which any notice, demand or other writing may be given, made or sent to any party may be changed by written notice as above.

14. **Conflict of Interests.** No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which 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 of the City and Vanguard hereby represents and warrants to the other that no person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is an employee or agent of any VANGUARD in any capacity or a consultant to VANGUARD with respect to the subject matter of the contract. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

15. **Warranty Against Payment of Consideration for Agreement.** VANGUARD warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys and the purchase price of the VANGUARD Property.

16. **Nonliability of Officials, Partners, and Employees.** No member, official or employee of the City will be personally liable to VANGUARD, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to VANGUARD or successor, or on any obligation under the terms of this Agreement. No member, official or employee of VANGUARD will be personally liable to the City, or any successor in interest, in the event of any default or breach by VANGUARD or for any amount which may become due to the City or its successor, or on any obligation under the terms of this Agreement.

17. **No Waiver.** 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.

18. **Severability.** 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.

19. **Captions.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

20. **Entire Agreement Waivers and Amendments.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below listed exhibits, which are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A:	Memorandum of Development Agreement
Exhibit B:	Description of VANGUARD Property
Exhibit C:	Improvements
Exhibit D:	Consent to Release of Tax Information
Exhibit E:	Contractor Consent to Release of Tax Information

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Parties and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

21. **No Agency Created.** Nothing contained in this Agreement creates any partnership, joint venture, or agency relationship between the Parties. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization, or corporation not a party hereto.

22. **Additional Documents.** The Parties each agree to execute and deliver all documents and take all actions reasonably necessary to implement and enforce this Agreement, including but not limited to any temporary construction easements or other documents necessary for construction of the Improvements.

23. **Default.** In the event of default under any provision of this Agreement, the non-defaulting Party shall have all remedies available to it at law or in equity. In the event any Party is in default under any provision of this Agreement, the defaulting Party may cure the default by taking the appropriate and necessary corrective action within ten (10) business days of receiving notice of the default from the non-defaulting Party.

24. **Governing Statutes.** References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

25. **Acquisition Contingency; Changes in Ownership, Management and Control of VANGUARD.** The City and Vanguard acknowledge that the terms and conditions of this Agreement are subject to the condition precedent that VANGUARD acquires fee simple title in and to the VANGUARD Property from Tolleson 70. VANGUARD represents and agrees that its undertakings pursuant to this Agreement are, and will be, for the purpose of development of the VANGUARD Property and the Improvements. Except as set forth below, no voluntary or involuntary successor in interest to VANGUARD shall acquire any rights nor incur any obligations under this Agreement except for those expressly set forth herein. In the event VANGUARD assigns or transfers all, or any portion of, its interest in the VANGUARD Property the approved Reimbursement Payments shall be paid to such assignee or transferee, and the City's obligation to make any and all Reimbursement Payments shall survive any such assignment or transfer. Notwithstanding any term herein to the contrary, VANGUARD shall be entitled to assign or transfer all, or a portion of, its rights in this Agreement to any entity that subsequently owns or controls all, or a portion of the facilities related to VANGUARD at the VANGUARD Property.

Any assignment of this agreement will require assignee to execute a new Consent to Release of Tax Information (Exhibit D).

26. **Force Majeure.** The Parties shall not be considered in breach of their obligations under this Agreement, or to have failed to satisfy the conditions to reimbursement described above, as a result of any of the following (each an “**Event of Excused Delay**”): delay due to causes beyond the Party’s control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy, foreign or domestic terrorism, riot, insurrection, acts or failure to act of any governmental or quasi-governmental agency (including, but not limited to, regulations of the sale of materials and supplies or the transportation thereof or governmental control or diversion), fires, floods, explosions, epidemics or pandemics, quarantine restrictions, strikes, lockouts, boycotts, embargoes and shortages of material, energy, fuel or labor, unusually severe weather, unforeseeable environmental or archaeological conditions requiring investigation/mitigation pursuant to federal, state or local laws and other similar causes beyond the Party’s reasonable control. The Parties explicitly acknowledge that economic conditions are not an event subject to the benefit of this Section 26 and that the payment of money shall not be subject to an Event of Excused Delay.

It is the purpose and intent of this Section 26 that upon the occurrence of an Event of Excused Delay, the time or times for performance of the obligations or the satisfaction of reimbursement conditions, as the case may be, shall be extended for the period of the resulting delay; provided that the defaulting Party notifies the other Parties in writing thereof, such notice to include an estimate of the anticipated duration on the delay period, and the cause or causes thereof. An extension of time for any such cause shall only be for the period of the Event of Excused Delay, which period shall begin to run from the time of the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other parties more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.

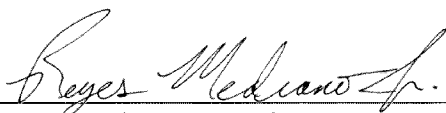
27. **Consent to Release of Tax Information.** Simultaneous to the execution of this Agreement by the City and VANGUARD, VANGUARD agrees to execute a Consent to Release of Tax Information in the form set forth on Exhibit D attached hereto and made a part hereof by this reference.

[SIGNATURES ON FOLLOWING PAGES.]

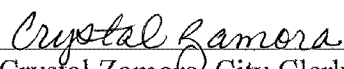
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

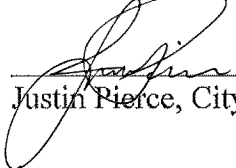
CITY OF TOLLESON, a municipal corporation


Reyes Medrano, Jr., City Manager

ATTEST:


Crystal Zamora, City Clerk

APPROVED AS TO FORM:


Justin Pierce, City Attorney

VANGUARD TRUCK HOLDINGS, LLC, a
Delaware limited liability company

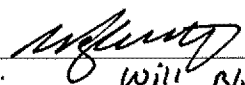
By: 
Name: Will Blue
Its: CFO

EXHIBIT A
MEMORANDUM OF DEVELOPMENT AGREEMENT

WHEN RECORDED, RETURN TO:

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

Exempt from affidavit of value and
 transfer fee requirements, pursuant to
 A.R.S. §11-1134(A)(2)

MEMORANDUM OF DEVELOPMENT AGREEMENT

City Contract No. _____ - ____

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is entered into as of the 11th day of July, 2023, by and among the CITY OF TOLLESON, a municipal corporation (“**City**”), and VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company, (“**VANGUARD**”), for the purpose of recording that on this date City and VANGUARD have executed a Development Agreement (“**Agreement**”), an executed copy of which is in the possession of each party.

1. The real property which is the subject of the Agreement is located near the southwest corner of North 91st Avenue and McDowell Road, in Tolleson, Arizona, more particularly described on **Exhibit A** attached hereto and made a part hereof “**Subject Property**”). VANGUARD has contractually agreed to construct public infrastructure improvements in the area of the Subject Property for the estimated cost of \$750,000 to \$1,000,000.

2. The addresses of the parties to the Agreement are:

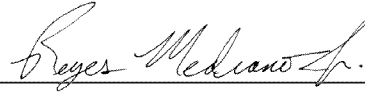
City of Tolleson
 9055 W. Van Buren Street
 Tolleson, AZ 85353

VANGUARD TRUCK HOLDINGS, LLC
 34 Old Ivy Road, NE, Suite 200
 Atlanta, Georgia 30342
 Attn: Elwyn Bridges and Will Blue

3. No voluntary or involuntary successor in interest to VANGUARD may acquire any rights nor incur any obligations under the Agreement except as expressly set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Development Agreement as of the day and year first above written.

CITY OF TOLLESON, a municipal corporation

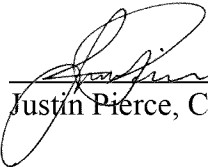


Reyes Medrano, Jr., City Manager

ATTEST:


Crystal Zamora, City Clerk

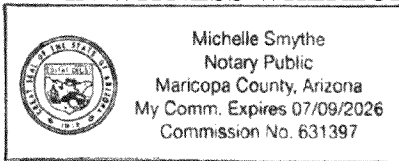
APPROVED AS TO FORM:


Justin Pierce, City Attorney

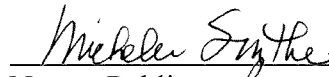
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 12th day of July, 2023, before me, the undersigned officer, personally appeared Reyes Medrano, Jr., who acknowledged himself to be the City Manager of the CITY OF TOLLESON, a municipal corporation, and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires:


Notary Public

VANGUARD TRUCK HOLDINGS, LLC, a
Delaware limited liability company

By: [Signature]
Name: Will Blue
Its: CEO

STATE OF Georgia)
) ss.
County of DeKalb)

This Memorandum of Development Agreement, dated July 14th, 2023, was acknowledged before me this 14th day of July, 2023, by Will Blue, who personally acknowledged himself to be Member/Manager of VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company, and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

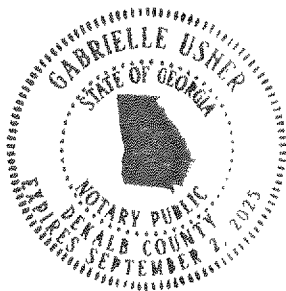


EXHIBIT B
LEGAL DESCRIPTION OF VANGUARD PROPERTY

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, A PART OF LOT 3, TOLLESON LOGISTICS, BOOK 1659 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4, FROM WHICH, FOR A BASIS OF BEARINGS, THE NORTHEAST CORNER OF SECTION 4 BEARS NORTH 00° 01' 12" WEST, A DISTANCE OF 2707.83 FEET; THENCE, FROM SAID EAST QUARTER CORNER, NORTH 00° 01' 12" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 685.52 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 89° 26' 18" WEST, 40.00 FEET; THENCE SOUTH 00° 01' 12" EAST, 55.00 FEET TO THE NORTHEAST CORNER OF LOT 3, TOLLESON LOGISTICS, BOOK 1659 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE POINT OF BEGINNING:

THENCE SOUTH 00° 01' 12" EAST, ALONG THE WEST RIGHT OF WAY LINE OF 91ST AVENUE, 411.40 FEET;
 THENCE SOUTH 89° 58' 48" WEST, 5.00 FEET;
 THENCE SOUTH 00° 01' 12" EAST, 189.11 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ROOSEVELT STREET;
 THENCE SOUTH 89° 31' 52" WEST, ALONG THE NORTH LINE OF ROOSEVELT STREET, 45.00 FEET;
 THENCE SOUTH 00° 01' 12" EAST, 4.99 FEET;
 THENCE SOUTH 89° 31' 41" WEST, 782.39 FEET;
 THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00° 01' 12" WEST, 629.15 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LATHAM STREET;
 THENCE NORTH 89° 26' 18" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 807.40 FEET;
 THENCE SOUTH 45° 17' 27" EAST, 35.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 522,720 SQUARE FEET OR 12.000 ACRES.

**EXHIBIT C
IMPROVEMENTS**

To include, but not be limited to, the following improvements for the north half of Roosevelt Street from 91st Avenue to 93rd Avenue: asphalt pavement; curb and gutter; concrete sidewalk; waterline; concrete scuppers; driveways; undergrounding of the irrigation ditch with concrete pipe; landscape; access gate with Knox Lock; and 8' CMU screen wall. All pursuant to plans and specifications approved by the City of Tolleson and as substantially set forth in the attached plans.

[See attached plans]

EXHIBIT D
CONSENT TO RELEASE OF TAX INFORMATION

Whereas, pursuant to a Development Agreement dated July 11, 2023 between the City of Tolleson, an Arizona municipal corporation (the "City") and VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company ("VANGUARD") the City has agreed to assist VANGUARD in the development of a 50,000 – 65,000 square foot Volvo truck dealership that includes a parts and service area for purposes of Commercial Truck Sales located t near the southwest corner of North 91st Avenue and McDowell Road, in Tolleson, Arizona (the "Project"); and

Whereas, the City's assistance includes reimbursement to VANGUARD for a portion of VANGUARD's costs incurred in developing the Project, based on certain transaction privilege taxes paid by such Project; and

Whereas, information concerning the payment of transaction privilege taxes is generally required to be kept confidential by the City's Tax and License Division unless a taxpayer consents to the release of such information;

Therefore, VANGUARD hereby consents to the release of all of its tax information necessary for the City to calculate and verify VANGUARD's right to reimbursements, pay reimbursements and prepare a status report pursuant to A.R.S. § 9-500.11.G for the following period:

From: _____ to _____.

DATED this 14th day of July, 2023.

VANGUARD TRUCK HOLDINGS, LLC, a
 Delaware limited liability company

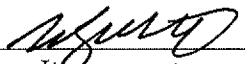
By: 
 Its: CFO

EXHIBIT E
CONSENT TO RELEASE OF TAX INFORMATION

Whereas, pursuant to a Development Agreement dated July 11, 2023 between the City of Tolleson, an Arizona municipal corporation (the "City") and VANGUARD TRUCK HOLDINGS, LLC, a Delaware limited liability company ("VANGUARD"), the City has agreed to assist VANGUARD in the development of a 50,000 – 65,000 square foot Volvo truck dealership that includes a parts and service area for purposes of Commercial Truck Sales located t near the southwest corner of North 91st Avenue and McDowell Road, in Tolleson, Arizona (the "Project"); and

Whereas, the City's assistance includes reimbursement to VANGUARD for a portion of VANGUARD's costs incurred in developing the Project, based on certain transaction privilege taxes paid by such Project; and

Whereas, pursuant to a contract dated _____, 20__ between VANGUARD and _____ (the "General Contractor"), the General Contractor has agreed to provide general contractor services with respect to the Project;

Whereas, information concerning the payment of transaction privilege taxes is generally required to be kept confidential by the City's Tax and License Division unless a taxpayer consents to the release of such information;

Therefore, the General Contractor hereby consents to the release of all of its tax information necessary for the City to calculate and verify VANGUARD's right to reimbursements, pay reimbursements and prepare a status report pursuant to A.R.S. § 9-500.11.G for the following period:

From: _____ to _____.

DATED this _____ day of _____, 2023.

 (General Contractor)

By: _____
 Its: _____

TO BE COMPLETED UPON ASSIGNMENT OF GENERAL CONTRACTOR.



Dear City of Tolleson,

Vanguard Truck Holdings, LLC is pleased to submit the enclosed documentation detailing the actual costs incurred for the design, construction, and installation of the Public Infrastructure Improvements, as defined in the attached Development Agreement ("Agreement") executed on July 11, 2023, between the City of Tolleson and Vanguard Truck Holdings, LLC (City Contract No. 20230388125).

This submission is made in accordance with Section 3(c) of the Agreement, which stipulates that Vanguard's Reimbursable Costs shall be outlined in a letter to the City upon the completion of the Improvements.

The enclosed documentation provides a comprehensive outline of all verifiable Reimbursable Costs, including but not limited to, hard construction costs, fees for engineers and other consultants, plan review and application fees, permits, bonding and insurance, construction management, and all other directly related costs and fees as specified in Section 3(b) of the Agreement.

We understand that the Tolleson City Council's approval of these final construction costs is required for the City to process any Reimbursable Costs, and we trust that this documentation provides all necessary information for your review.

We look forward to the City's review and approval of these costs and the subsequent processing of Reimbursement Payments as outlined in Sections 4 and 5 of the Agreement.

Should you require any further information or clarification regarding this submission, please do not hesitate to contact us.

Sincerely,

Vanguard Truck Holdings, LLC

Summary of Costs for Roosevelt Street Improvements

Total Soft Cost	\$43,783.50
Total Construction Cost	\$1,004,125.31
Total Roosevelt Street Improvement Cost	\$1,047,908.81

Applicable Soft Costs for Roosevelt Street Improvements

Scope	Applicable Roosevelt Street Cost	Notes
Traffic Study	\$6,355.00	Traffic study for Roosevelt Street
Civil Engineering	\$4,706.75	Civil engineering fees for Roosevelt Street
Legal Services	\$2,010.85	Fees for legal services
Project Management Fees	\$23,650.00	Project management service fees
Project Manager Reimbursables	\$1,460.90	Reimbursements from Project management
Jurisdictional Fees/Approvals	\$5,600.00	Fees for permits/approvals/incurance/taxes
Total Soft Cost	\$43,783.50	

Construction Costs for Roosevelt Street Improvements

PROJECT	Vanguard - Tolleson, AZ														
CM	Haydon Companies														
DATE	3/10/2025														
	DIVISIONS / TRADES	Qty	Unit	Unit Rate	ROOSEVELT ST.& CO3	PCO-004	PCO-018	PCO-019	PCO-022	PCO-033	PCO-034	PCO-041	Masonry Fence & Gate on Roosevelt Side	ROW TOTALS	NOTES
	TOTAL - THERMAL AND MOISTURE PROTECTION DIV. 07				\$ 3,933.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,933.00	
	JOINT SEALANTS & CAULKING - SITE	1	ls	\$3,933.00	\$ 3,933.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,933.00	
	TOTAL - EARTHWORK DIV. 31				\$ 55,118.00	\$ -	\$ -	\$ -	\$ -	\$ 8,132	\$ -	\$ 8,027	\$ -	\$ 71,276.44	
	EARTHWORK														
	Mobilize	1	ea	\$11,721.24	\$ 11,721.24									\$ 11,721.24	
	Removals	1	ls	\$26,679.60	\$ 26,679.60									\$ 26,679.60	
	Traffic control	1	ls	\$12,895.16	\$ 12,895.16									\$ 12,895.16	
	CONSTRUCTION FIELD STAKING	1	ls	\$3,822.00	\$ 3,822.00									\$ 3,822.00	
	PCO-033 93rd Ave Entrance Side Walk Demo/Grading													\$ -	
	Demo/Regrade New Drive	1	ls	\$6,454.89						\$ 6,454.89				\$ 6,454.89	
	5.5" AB on 12" ABV	13	sy	\$86.03						\$ 1,118.39				\$ 1,118.39	
	Construction Staking	1	allow	\$558.64						\$ 558.64				\$ 558.64	
	PCO-041 93rd Ave/Roosevelt Drive Approach Rework													\$ -	
	Skip Loader	8	hr	\$212.28								\$ 1,698.24		\$ 1,698.24	
	Mini Excavator	8	hr	\$201.11								\$ 1,608.88		\$ 1,608.88	
	Roller	8	hr	\$195.52								\$ 1,564.16		\$ 1,564.16	
	Water Truck	8	hr	\$292.73								\$ 2,341.84		\$ 2,341.84	
	Foreman w/Pickup	8	hr	\$101.68								\$ 813.40		\$ 813.40	
														\$ -	
														\$ -	
	TOTAL - EXTERIOR IMPROVEMENTS DIV. 32				\$ 419,940.00	\$ 8,714	\$ -	\$ -	\$ -	\$ 14,836	\$ -	\$ -	\$ 216,423	\$ 659,913.36	
	ASHPHALT PAVING / STRIPING / TRAFFIC SIGNAGE													\$ -	
	Rikoshea													\$ -	
	5.5" AC on 12" ABC	2,553	sy	\$99.22	\$ 253,308.66									\$ 253,308.66	
	Adjust Water Valve	3	ea	\$1,569.78	\$ 4,709.34									\$ 4,709.34	
	OFFSITE CONCRETE & DRIVE ENTRANCES													\$ -	
	4" Sidewalk MAG 230	6,833	sf	\$7.73	\$ 52,819.09									\$ 52,819.09	
	ADA Sidewalk Ramps	4	ea	\$1,667.47	\$ 6,669.88									\$ 6,669.88	
	Curb & Gutter MAG 220-1	1,264	sf	\$34.46	\$ 43,557.44									\$ 43,557.44	
	Scupper MAG Detail 206	5	ea	\$8,042.79	\$ 40,213.95									\$ 40,213.95	
	(9") Driveway Apron MAG-250	2	ea	\$7,719.30	\$ 15,438.60									\$ 15,438.60	
	traffic control	1	ls	\$3,223.04	\$ 3,223.04									\$ 3,223.04	
	PCO-004 Road Striping Changes													\$ -	
	Mobilization Charge includes 134lf of 18" Line & 34lf of 24" Stop Bar	1	ea	\$1,198.49	\$ 1,198.49									\$ 1,198.49	
	Relocate Stop Sign	1	ea	\$560.05	\$ 560.05									\$ 560.05	
	PCO-004 Parallel Curb Ramps	2	ea	\$3,477.89	\$ 6,955.78									\$ 6,955.78	
	PCO-033 93rd Ave Entrance Side Walk Concrete													\$ -	
	New Sidewalk	1	cy	\$6,532.15						\$ 6,532.15				\$ 6,532.15	
	New Valley Gutter and Driveway Approach	8	cy	\$1,037.97						\$ 8,303.76				\$ 8,303.76	
	Roosevelt Facing Masonry Fence & Gates													\$ -	
	Masonry 8" Integral Color Wall	770	lf	\$166.00									\$ 127,820.00	\$ 127,820.00	
	Footings	149	cy	\$416.87									\$ 62,113.63	\$ 62,113.63	
	Gates	1	ea	\$35,572.79									\$ 26,489.50	\$ 26,489.50	
														\$ -	
														\$ -	
	TOTAL - UTILITIES DIV. 33				\$ 213,658.00	\$ (2,409)	\$ 9,927	\$ 3,352	\$ 28,584	\$ -	\$ 15,891	\$ -	\$ -	\$ 269,002.51	
	FIRE LINE													\$ -	
	10" Fire Line	27	lf	\$472.45	\$ 12,756.15									\$ 12,756.15	Added connection on Roosevelt
	Valve	1	ea	\$2,000.97	\$ 2,000.97									\$ 2,000.97	
	Cap & stake	1	ea	\$1,584.10	\$ 1,584.10									\$ 1,584.10	
	12x10 tapping Tee and connection	1	ea	\$9,449.02	\$ 9,449.02									\$ 9,449.02	
	Asphalt R&R	1	ls	\$1,333.98	\$ 1,333.98									\$ 1,333.98	
	Traffic Control	1	ls	\$1,111.78	\$ 1,111.78									\$ 1,111.78	
	STORM SEWER													\$ -	
	30" HDPE Irrigation line	1,163	lf	\$136.18	\$ 158,377.34									\$ 158,377.34	
	Remove existing headwall	1	ea	\$555.82	\$ 555.82									\$ 555.82	
	Remove existing concrete ditch	1,163	lf	\$15.56	\$ 18,096.28									\$ 18,096.28	
	MAG 520 Irrigation manhole	1	ea	\$5,057.62	\$ 5,057.62									\$ 5,057.62	
	Connect to existing line	2	ea	\$1,667.47	\$ 3,334.94									\$ 3,334.94	
														\$ -	

PROJECT	Vanguard - Tolleson, AZ															
CM	Haydon Companies															
DATE	3/10/2025															
	DIVISIONS / TRADES	Qty	Unit	Unit Rate	ROOSEVELT ST.& CO3	PCO-004	PCO-018	PCO-019	PCO-022	PCO-033	PCO-034	PCO-041	Masonry Fence & Gate on Roosevelt Side	ROW TOTALS		NOTES
	PCO-004 Change 30" irrigation pipe to 24", change standard manhole ring to perforated.													\$ -		
	Equipment													\$ -		
	Crew Truck/ Small Tools	8	hrs	\$57.99		\$ 463.92								\$ 463.92		
	928	8	hrs	\$197.66		\$ 1,581.28								\$ 1,581.28		
	320	8	hrs	\$267.50		\$ 2,140.00								\$ 2,140.00		
	Water Truck 2000 Gf	8	hrs	\$127.82		\$ 1,022.56								\$ 1,022.56		
	Labor													\$ -		
	Superintendent	2	hrs	\$185.80		\$ 371.60								\$ 371.60		
	Foreman	8	hrs	\$151.54		\$ 1,212.32								\$ 1,212.32		
	Operator	16	hrs	\$104.10		\$ 1,665.60								\$ 1,665.60		
	Pipelaye	8	hrs	\$93.56		\$ 748.48								\$ 748.48		
	Laborer	8	hrs	\$85.65		\$ 685.20								\$ 685.20		
	Materials													\$ -		
	Perforated Ring	1	ls	\$1,039.50		\$ 1,039.50								\$ 1,039.50		
	Leach Rock	25	tn	\$31.56		\$ 789.00								\$ 789.00		
	Concrete For Base	3	yds	\$205.50		\$ 616.50								\$ 616.50		
	Manhole Box	2	dys	\$108.56		\$ 217.12								\$ 217.12		
	36" Pipe	(1,180)	lf	\$51.30		\$ (60,534.00)								\$ (60,534.00)		
	24" Pipe	1,180	lf	\$38.62		\$ 45,571.60								\$ 45,571.60		
	PCO-018 Blowoff Valve Relocation in Box													\$ -		
	Equipment													\$ -		
	Crew Truck/ Small Tools	16	hrs	\$57.84		\$ 925.44								\$ 925.44		
	Mini Excavator	4	hrs	\$220.83		\$ 883.32								\$ 883.32		
	Labor													\$ -		
	Superintendent	2	hrs	\$185.33		\$ 370.66								\$ 370.66		
	Foreman	16	hrs	\$151.16		\$ 2,418.56								\$ 2,418.56		
	Operator	4	hrs	\$103.84		\$ 415.36								\$ 415.36		
	Pipelaye	16	hrs	\$93.33		\$ 1,493.28								\$ 1,493.28		
	Laborer	32	hrs	\$85.44		\$ 2,734.08								\$ 2,734.08		
	Materials													\$ -		
	2" Hard Copper	20	lf	\$32.89		\$ 657.80								\$ 657.80		
	2" Copper Coupler	1	ea	\$9.76		\$ 9.76								\$ 9.76		
	2" Copper 90	1	ea	\$18.73		\$ 18.73								\$ 18.73		
	PCO-019 Hydorovac 30 lf of pipe	30	lf	\$111.73			\$ 3,351.83							\$ -	\$ 3,351.83	
	PCO-022 Water Line Rework													\$ -		
	Equipment													\$ -		
	Crew Truck/ Small Tools	16	hrs	\$57.99			\$ 927.84							\$ 927.84		
	Mini Excavator	16	hrs	\$221.39			\$ 3,542.24							\$ 3,542.24		
	Backhoe	16	hrs	\$151.54			\$ 2,424.64							\$ 2,424.64		
	Labor													\$ -		
	Foreman	16	hrs	\$151.54			\$ 2,424.64							\$ 2,424.64		
	Operator	16	hrs	\$104.10			\$ 1,665.60							\$ 1,665.60		
	Pipelaye	16	hrs	\$93.56			\$ 1,496.96							\$ 1,496.96		
	Laborer	32	hrs	\$85.65			\$ 2,740.80							\$ 2,740.80		
	Materials													\$ -		
	DK Quote	1	ls	\$2,515.19			\$ 2,515.19							\$ 2,515.19		
	Road Plates	1	ls	\$322.03			\$ 322.03							\$ 322.03		
	1/2 Sac Slurry	20	yd	\$164.88			\$ 3,297.60							\$ 3,297.60		
	ABC	25	tn	\$32.20			\$ 805.00							\$ 805.00		
	Shoring	1	ls	\$644.06			\$ 644.06							\$ 644.06		
	Subcontractors- 2nd Tier													\$ -		
	Paving	1	ls	\$3,845.22			\$ 3,845.22							\$ 3,845.22		
	Traffic Control	1	ls	\$1,932.18			\$ 1,932.18							\$ 1,932.18		
	PCO-034 Blowoff Valve Relocation in Box													\$ -		
	Equipment													\$ -		
	Crew Truck/ Small Tools	16	hrs	\$57.84			\$ 925.44							\$ 925.44		
	Mini Excavator	16	hrs	\$220.83			\$ 3,533.28							\$ 3,533.28		
	Labor													\$ -		
	Superintendent	1	hrs	\$185.33			\$ 185.33							\$ 185.33		
	Project Manager	1	hrs	\$185.33			\$ 185.33							\$ 185.33		
	Foreman	16	hrs	\$151.16			\$ 2,418.56							\$ 2,418.56		
	Operator	16	hrs	\$103.84			\$ 1,661.44							\$ 1,661.44		
	Pipelaye	16	hrs	\$93.33			\$ 1,493.28							\$ 1,493.28		
	Laborer	16	hrs	\$85.44			\$ 1,367.04							\$ 1,367.04		
	Materials													\$ -		
	2" Hard Copper	40	lf	\$33.99			\$ 1,359.60							\$ 1,359.60		
	2" Compression Couplings	2	ea	\$185.32			\$ 370.64							\$ 370.64		

PROJECT	Vanguard - Tolleson, AZ															
CM	Haydon Companies															
DATE	3/10/2025															
	DIVISIONS / TRADES	Qty	Unit	Unit Rate	ROOSEVELT ST.& CO3	PCO-004	PCO-018	PCO-019	PCO-022	PCO-033	PCO-034	PCO-041	Masonry Fence & Gate on Roosevelt Side	ROW TOTALS	NOTES	
	2" Copper 90 Bend	1	ea	\$31.23							\$ 31.23			\$ 31.23		
	2" Male Adapter	1	ea	\$34.31							\$ 34.31			\$ 34.31		
	2" Ball Valve	1	ea	\$475.00							\$ 475.00			\$ 475.00		
	#4 Meter Box & Lid	1	ea	\$229.16							\$ 229.16			\$ 229.16		
	MAG ABC	10	ton	\$26.05							\$ 260.50			\$ 260.50		
	Subcontractors- 2nd Tier													\$ -		
	Equipment Move Small	1	ea	\$1,360.87							\$ 1,360.87			\$ 1,360.87		
														\$ -		
	COST OF WORK TOTAL				\$ 692,649.00	\$ 6,305.00	\$ 9,926.99	\$ 3,351.83	\$ 28,584.00	\$ 22,967.83	\$ 15,891.01	\$ 8,026.52	\$ 216,423.13	\$ 1,004,125.31	C.O.W. TOTAL (NO CM LABOR)	
	TAX TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
	SALES TAX				loaded	loaded	loaded	loaded	loaded	loaded	loaded	loaded	loaded	\$ -	-	
	ANY REGIONAL OR OTHER TAX				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
	PROJECT GRAND TOTAL				\$ 692,649.00	\$ 6,305.00	\$ 9,926.99	\$ 3,351.83	\$ 28,584.00	\$ 22,967.83	\$ 15,891.01	\$ 8,026.52	\$ 216,423.13	\$ 1,004,125.31	TOTAL C.O.W. WITH MARKUP	



CITY COUNCIL REPORT

SUBJECT: FY 2026 Budget Adjustment to Fund Thanksgiving Food Boxes for the Tolleson Community

MEETING DATE: November 12, 2025

TO: Mayor and Council

FROM: Reyes Medrano, Jr., City Manager

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The City Management Department is requesting that Council authorize a Fiscal Year 2026 budget transfer in the amount of \$100,000 from the Aquatic Center operating budget (10410130) to the Human Services budget (10111140) to fund 800 Thanksgiving food boxes for the Tolleson Community.

BACKGROUND:

Due to the current government shutdown, SNAP benefits are unavailable, creating an increased need for food assistance among Tolleson families. In addition, the Charles Landis Thanksgiving Dinner will not be held this year due to the high costs associated with renting the high school cafeteria.

To ensure the community continues to receive holiday support, the City proposes an alternative approach — providing Thanksgiving food boxes directly to households in need. This initiative will serve approximately 800 families, offering essential groceries for a complete Thanksgiving meal.

DISCUSSION:

The City Management Department has identified excess appropriation within the Aquatic Center's FY 2026 operating budget that will not be spent this fiscal year. These unused funds can be reallocated to support the Human Services Department in purchasing, packaging, and distributing 800 food boxes.

The budget transfer will allow staff to effectively meet community needs during the holiday season without impacting ongoing programs or projects within the Aquatic Center.

BUDGET IMPACT:

Authorize a Fiscal Year 2026 budget transfer of \$100,000 from Account 10410130 (Aquatic Center) to Account 10111140 (Human Services). This transfer will fund the procurement and distribution of 800 Thanksgiving food boxes. There is no impact to the Aquatic Center's capital budget. Funding is within the FY 2026 adopted budget appropriations.

RECOMMENDATION:

Staff recommends approval of a Fiscal Year 2026 budget transfer in the amount of \$100,000 from the Aquatic Center operating budget (10410130) to the Human Services budget (10111140) to fund 800 Thanksgiving food boxes for the Tolleson Community.

ATTACHMENTS:

None



FY 2025 YEAR-END REVIEW

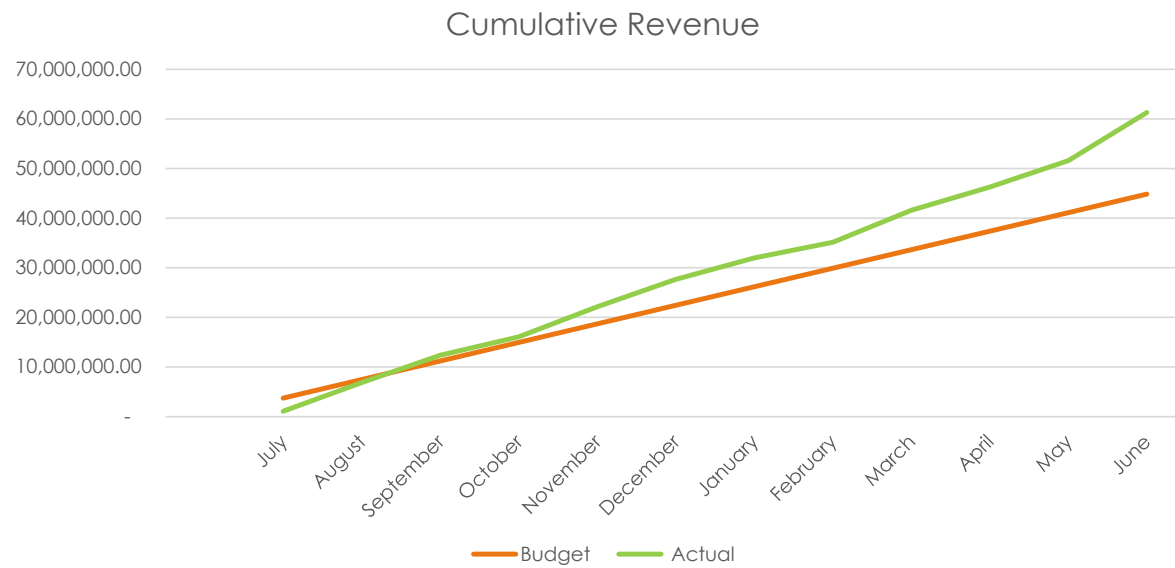
November 12, 2025



GENERAL FUND REVENUE JUNE 30, 2025

Revenue	Budget	Actual	% Collected
Taxes	38,508,500	49,507,565	128.5%
Intergovernmental	2,743,800	2,944,342	107.3%
License & Permits	706,750	438,995	62.1%
Charges for Services	2,141,800	2,182,681	101.9%
Interest	1,500,000	3,033,532	202.2%
Miscellaneous (T/O)	-751,650	3,199,750	222.70%
Total	44,849,200	61,306,864	136.7%

GENERAL FUND REVENUE JUNE 30, 2025





REVENUES JUNE 30, 2025

Revenue	Budget	Actual	% Collected
General	44,849,200	61,306,864	136.7%
HURF	860,000	985,826	114.6%
Public Safety	8,105,000	8,298,850	102.4%
Water	8,545,300	9,783,936	114.5%
Sanitation	464,800	455,191	98.0%
Wastewater	23,561,175	12,702,197	53.9%
Sewer	1,651,000	1,804,335	109.3%



EXPENDITURES JUNE 30, 2025

Expenditure	Budget	Actual	% Collected
General	51,007,715	35,618,702	69.8%
HURF	1,370,000	1,066,389	77.8%
Public Safety	9,161,000	8,660,134	94.5%
Water	18,684,200	10,495,959	56.2%
Sanitation	498,100	435,291	87.3%
Wastewater	28,718,000	11,220,454	39.1%
Sewer	6,420,000	1,534,784	23.9%



1ST QUARTER FY 2026

November 12, 2025



GENERAL FUND REVENUE SEPTEMBER 30, 2025

Revenue	Budget	Actual	% Collected
Taxes	43,111,500	8,183,291	18.9%
Intergovernmental	2,598,300	859,327	33.1%
License & Permits	684,750	80,399	11.7%
Charges for Services	2,207,200	713,131	32.3%
Interest	1,750,000	448,646	25.6%
Miscellaneous (T/O)	-700,700	-578,210	82.5%
Total	49,651,050	9,706,583	19.6%

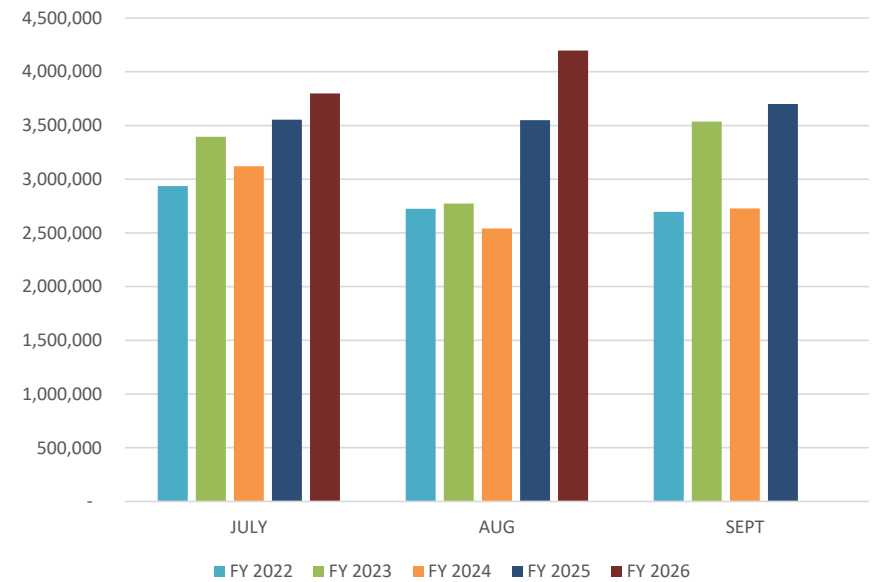


TOTAL REVENUE BY FUND SEPTEMBER 30, 2025

Fund	Budget	Actual	% Collected
General	49,651,050	9,706,583	19.6%
Public Safety Tax	8,305,000	1,554,402	18.7%
HURF	945,000	174,150	18.4%
Water	8,931,700	2,626,154	19.4%
Sanitation	480,500	108,973	22.7%
Wastewater	27,128,450	1,452,243	5.4%
Sewer	1,856,300	457,181	24.6%

GENERAL FUND CITY SALES TAX – THRU SEPTEMBER 2025 (CASH BASIS)

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
JULY	2,936,705	3,395,170	3,121,600	3,554,254	3,796,808
AUG	2,724,416	2,773,384	2,541,375	3,549,973	4,196,830
SEPT	2,696,386	3,537,234	2,727,546	3,699,349	-
TOTAL	8,357,507	9,705,788	8,390,521	10,803,576	7,993,638



GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 9/30/2025

Org	Department	Budget	Expenditures	% of Budget
1010	Mayor & Council	970,000	251,325	25.9%
2020	City Management	599,700	154,929	25.7%
3030	Public Affairs	1,200,350	187,778	15.6%
4040	City Clerk	560,200	92,245	16.4%
5050	Employee Resources	1,173,000	318,471	27.1%
6060	City Magistrate	302,850	62,887	20.5%
6061	Court Administration	590,500	105,844	17.8%
2154	City Prosecutor	188,000	33,250	17.7%
7070	Finance	1,995,550	625,189	31.3%
8100	Information Technology	2,239,050	499,556	22.3%
2150	Police Administration	1,218,350	172,188	14.1%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 9/30/2025

Org	Department	Budget	Expenditures	% of Budget
2151	Police Support Services	2,522,700	621,979	24.7%
2153	Police Field Operations	4,743,430	758,636	16.0%
9110	Library	1,865,200	345,942	18.5%
3160	Fire Administration	1,139,900	204,398	17.9%
3161	Fire Operations	4,459,500	835,217	18.7%
4165	Emergency Preparedness	317,200	18,537	5.7%
0130	Aquatics Center	1,525,000	16,708	1.1%
0120	Field Operations Vehicles	676,600	132,013	19.5%
0121	Field Operations – Grounds	502,550	95,957	18.9%
0122	Field Operations – Building	1,733,900	355,893	20.5%
5170	Building Inspection	692,550	115,796	16.8%
5123	Streets	1,303,900	212,498	16.3%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 9/30/2025

Org	Department	Budget	Expenditures	% of Budget
5124	Transportation	457,500	105,499	22.9%
1140	Human Services	1,539,500	174,850	11.4%
1141	Housing Services	776,300	57,817	7.3%
3031	Nonprofit	62,000	0	0.0%
6180	Recreation	2,659,900	267,550	10.1%
6181	Teen Council	221,600	43,855	19.8%
6182	City Promotion	669,950	58,603	8.8%
5171	Economic Development	1,045,050	125,900	12.0%
5172	Planning and Engineering	584,250	104,392	17.8%
5051	Employee Development	107,000	9,613	8.9%
5906	CIP – Development Svc.	22,865,000	98,232	0.04%
9910	CIP – Library	110,000	0	0.0%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 9/30/2025

Org	Department	Budget	Expenditures	% of Budget
7901	CIP – Finance	600,000	32,348	5.3%
8902	CIP – Information Technology	135,000	36,729	26.7%
0903	CIP – Field Operations	478,000	113,661	23.6%
1905	CIP – Comm/Senior Center	57,000	0	0.0%
6907	CIP - Parks	569,500	0	0.0%
7080	Contingency	<u>4,000,000</u>	<u>0</u>	0.0%
	Total	70,690,080	7,583,144	10.7%

OTHER FUND EXPENDITURE THRU 3/30/2025

Fund	Budget	Expenditures	% of Budget
HURF	1,345,000	78,069	5.8%
Grants	58,272,863	490,557	0.8%
Public Safety Sales Tax	8,383,000	1,237,100	14.7%
CIP – Aquatic Center	32,000,000	0	0.0%
Debt Service	6,444,613	0	0.0%
Water	21,033,000	2,017,561	9.6%
Sanitation	532,500	106,692	19.9%
WWTP	32,370,400	2,452,648	7.6%
Sewer	2,423,700	429,179	17.7%
Other	<u>190,370</u>	36,828	18.9%
Total	233,685,526	14,484,334	6.2%



Key Take-Aways

- FY 2025 GF revenues exceeded budget by \$16.5M.
- FY 2025 GF expenditures are below budget by \$15.4M.
 - GF Fund Balance projected to increase \$24M
- FY 2026 revenues are tracking above budget.
- FY 2026 expenditure are below budget.

A decorative wavy line in shades of orange and red, flowing from the left side of the slide towards the right, positioned above the main text.

Questions?



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2625 - First Amendment to Tolleson Elementary School District Intergovernmental Agreement

MEETING DATE: November 12, 2025

TO: Mayor and Council

FROM: Pilar Sinawi, Deputy City Manager/Chief Government Affairs Officer

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The City Management Department is requesting approval of Resolution No. 2625, approving the First Amendment to the Intergovernmental Agreement (IGA) between the City of Tolleson and the Tolleson Elementary School District No. 17 (TESD) to allow the use of Preschool Program Funds to support specialized instruction and accommodations for students with disabilities, and to authorize the City Manager to execute and deliver said Amendment.

BACKGROUND:

The City of Tolleson and the Tolleson Elementary School District entered into an Intergovernmental Agreement on September 9, 2025, to support the operation of the District's preschool program through City-funded Preschool Program Funds totaling \$400,000 annually.

This partnership reflects the City's commitment to early childhood education and community enrichment by funding high-quality preschool programming and before-school enrichment activities for Tolleson residents.

The City and District now wish to amend the IGA to ensure that Preschool Program Funds may also be used for specialized educational services for students with disabilities who have Individualized Education Programs (IEPs) or 504 Plans. These services are designed to provide equitable access and inclusion within the City's afterschool and preschool programs.

DISCUSSION:

The First Amendment to the IGA adds two provisions:

Section 3.5 authorizes the District to expend Preschool Program Funds to provide specialized instruction or accommodations for students with disabilities under IEPs or 504 Plans, in compliance with the Rehabilitation Act of 1973.

Section 3.6 adds that one-on-one services for students with IEPs or 504 Plans may be provided by TESD employees or contracted vendors, under the supervision of the City of Tolleson Afterschool Program Director and supervisors while services occur during City programs. The total expenditures for such services shall not exceed the \$400,000 annual program budget.

This amendment ensures compliance with state and federal special education laws while maintaining the

integrity of the City's partnership with TESD in supporting early education and inclusive afterschool programming.

BUDGET IMPACT:

There is no additional fiscal impact. Funding for these services will remain within the existing Preschool Program Fund allocation of \$400,000 authorized under the original IGA. All expenditures are subject to the same reporting and accountability requirements.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2625, authorizing the First Amendment to the Intergovernmental Agreement between the City of Tolleson and the Tolleson Elementary School District No. 17 for the funding of students with disabilities.

ATTACHMENTS:

None

RESOLUTION NO. 2625

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND TOLLESON ELEMENTARY SCHOOL DISTRICT NO. 17 TO INCLUDE EXPENDITURE OF FUNDING FOR STUDENTS WITH DISABILITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT.

WHEREAS, pursuant to A.R.S. § 11-951 et seq., public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, the City of Tolleson and the Tolleson Elementary School District No. 17 (“Parties”) entered into an Intergovernmental Agreement (the “Agreement”) on September 9th, 2025; and

WHEREAS, Parties desire to amend the Agreement to allow for the use of Preschool Program Funds, as defined by the Agreement, to provide specialized instruction and accommodations for students with disabilities.

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 First Amendment to the Intergovernmental Agreement between the City of Tolleson and Tolleson Elementary School District No. 17, as attached hereto as Exhibit A and incorporated by reference, is approved.

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 Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 12th day of November, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2625

[First Amendment to Intergovernmental Agreement]

See following pages.

**FIRST AMENDMENT
TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON, ARIZONA
AND
TOLLESON ELEMENTARY SCHOOL DISTRICT NO. 17**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF TOLLESON, ARIZONA, AND THE TOLLESON ELEMENTARY SCHOOL DISTRICT NO. 17 (this "Amendment") is made as of _____ between the City of Tolleson (the "City"), an Arizona municipal corporation, and the Tolleson Elementary School District No. 17 (the "District"), a political subdivision of the State of Arizona. The City and the District may hereinafter be referred to each as a "Party," or collectively, as the "Parties."

RECITALS

A. The Parties entered into an Intergovernmental Agreement (the "Agreement") on September 9th, 2025; and

B. The Parties desire to amend the Agreement to allow for the use of Preschool Program Funds, as defined by the Agreement, to provide specialized instruction and accommodations for students with disabilities during the afterschool program.

NOW, THEREFORE, pursuant to A.R.S. § 11-952, and in consideration of the mutual covenants contained herein, the parties hereby agree to amend the Agreement and enter this Amendment as follows:

AGREEMENT

1. **Section 3** of the Agreement is amended to include the following subsection 3.5 to read as follows:

3.5. Notwithstanding the restrictions on expenditure of Preschool Program Funds set forth in this Section, District may expend Preschool Program Funds to provide specialized instruction for students with disabilities pursuant to an Individual Education Program ("IEP") or to fund one-on-one support services for the City of Tolleson Afterschool Program provided to students with disabilities pursuant to a 504 accommodations plan in compliance with Section 504 of the Rehabilitation Act of 1973. Said expenditures under an IEP or 504 plan shall be subject to the same accountability requirements set forth within this Section.

2. **Section 3** of the Agreement is amended to include the following subsection 3.6 to read as follows:

3.6. An additional service the Tolleson Elementary School District may charge for includes one-

on-one services during the City's Afterschool Program with students who have IEP or 504 Plans. Such services may be provided by a Tolleson Elementary School District employee and/or an employee of a vendor providing the service who is contracted by the Tolleson Elementary School District. These expenditures shall not exceed the entire bottom-line budget of Four Hundred Thousand Dollars (\$400,000). Individuals providing this one-on-one support services for the City's Afterschool Program shall fall under the supervision of the City's Afterschool Program Director and supervisors while providing the service during the program hours.

3. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names on the day and date first written above. The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties.

CITY OF TOLLESON

TOLLESON ELEMENTARY SCHOOL DISTRICT NO. 17

By: _____
City Manager

By: _____
Superintendent

APPROVAL OF SCHOOL DISTRICT AND ATTORNEYS

The Undersigned hereby state that each has reviewed the proposed First Amendment to the Intergovernmental Agreement between the City of Tolleson and the Tolleson Elementary School District No. 17, and do declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the law of the State of Arizona.

By: _____
City Attorney

By: _____
School District Attorney

Date

Date