



CITY OF TOLLESON

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

**TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JANUARY 27, 2026
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. City of Tolleson Annual Comprehensive Financial Report for the period of July 1, 2024 through June 30, 2025 – Baker Tilly

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 January 13, 2026. (City Clerk Department)
2. Approve Claims and Bills Report for the period of January 7, 2026 to January 20, 2026. (Finance Department)
3. Adopt Resolution No. 2630 of the Mayor and Council of the City of Tolleson, Arizona, approving an Intergovernmental Agreement between the City of Phoenix, the City of Tolleson, Maricopa County, and the Arizona Department of Transportation for the installation, maintenance, and operation of fiber infrastructure along McDowell Road from 83rd Avenue to 91st Avenue and along 91st Avenue from McDowell Road to Lower Buckeye Road, and authorizing the Mayor to execute the Agreement. (Development Services Department)
4. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Advanced Security Technologies LLC for the purchase of security equipment and related 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 per fiscal year for products and services. This Agreement shall be effective upon execution and shall remain in full force and effect until October 20, 2028. (Emergency Preparedness Department)
5. Approve the Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and West Yost & Associates, Inc. for program management and implementation services related to operationalizing the Supervisory Control and Data Acquisition (“SCADA”) Master Plan, increasing the annual compensation to an amount not to exceed \$350,000 per fiscal year, and authorize the City Manager to execute and deliver said Amendment. The Agreement shall remain in full force and effect through April 20, 2027. (Utilities Department)
6. Approve the Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and WACO, LLC for emergency pipeline repair services, increasing

the annual not-to-exceed amount to \$350,000, and authorize the City Manager to execute the Amendment. (Utilities Department)

7. Approve the Chemical Purchase Agreement between the City of Tolleson and Hill Brothers Chemical Company for the purchase of liquid chlorine for the Wastewater Treatment Plant, in an amount not to exceed \$250,000 per fiscal year, and authorize the City Manager to execute the Agreement. (Utilities Department)
8. Adopt Resolution No. 2631 of the Mayor and Council of the City of Tolleson, Arizona, approving an Intergovernmental Agreement between the City of Tolleson and the City of Goodyear for the acceptance and management of collection system waste, authorizing the City Manager to execute the Agreement, and providing for an initial term of one year with the option to extend by mutual written agreement. (Utilities Department)

I. REGULAR AGENDA – ACTION ITEMS

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. City of Tolleson Permanent Base Adjustment – Kevin Artz, Chief Financial Officer
2. Annual Review of the City of Tolleson Code of Conduct for Elected and Appointed Officials – Justin Pierce, City Attorney

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

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

L. ADJOURNMENT

1. Attachments: Monthly Reports

Fire Department – November and December

Police Department – November and December

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.

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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 January 22, 2026.



Reporting and insights from 2025 audit:

City of Tolleson, Arizona

June 30, 2025

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Executive summary



We have completed our audit of the financial statements of the City of Tolleson for the year ended June 30, 2025 and have issued our report thereon dated December 17, 2025.

- Financial Statement Audit Report
 - Unmodified opinion
- *Government Auditing Standards* Compliance Report
 - No instances of noncompliance or other matters
 - No identified material weaknesses
- Federal Grants Single Audit Report
 - Major Program – Coronavirus State and Local Fiscal Recovery Funds
 - No Findings

This presentation supplements our letter to governance dated December 17, 2025 as required by our professional standards.



Our responsibilities



As your independent auditor, our responsibilities include:

- Planning and performing the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. Reasonable assurance is a high level of assurance, but not an absolute level of assurance.
- Assessing the risks of material misstatement of the basic financial statements whether due to fraud or error. Included in that assessment is a consideration of the City's internal control over financial reporting
- Performing appropriate procedures based upon our risk assessment
- Evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management
- Forming and expressing an opinion based on our audit about whether the basic financial statements prepared by management, with the oversight of those charged with governance:
 - Are free from material misstatement
 - Present fairly in all material respects and in accordance with accounting principles generally accepted in the United States of America
 - Performing tests related to compliance with certain provisions of laws, regulations, contracts and grants, as required by Government Auditing Standards
- Our audit of the basic financial statements does not relieve management or those charged with governance of their responsibilities.



Our responsibilities



We are also required to communicate significant matters related to our audit that are relevant to the responsibilities of those charged with governance including:

- Internal control matters – Various controls have been tested with no reportable findings.
- Qualitative aspects of the City’s accounting practice including policies, accounting estimates and financial statement disclosures – This can be found on Note 1 of the financial statements
- Significant unusual transactions – All significant and unusual transactions have been audited with no reportable issues.
- Significant difficulties encountered – No difficulties to report
- Disagreements with management – No disagreements to report
- Circumstances that affect the form and content of the auditors' report and key audit matters – None noted
- Audit consultations outside the engagement team – None noted
- Corrected and uncorrected misstatements – No misstatements identified
- Other audit findings or issues – No audit findings or issues identified





Required communications

Management's consultations with other accountants

- In some cases, management may decide to consult with other accountants about auditing and accounting matters.
 - Management informed us that and to our knowledge, there were no consultations with other accountants regarding auditing or accounting matters.

Compliance with laws and regulations

We did not identify any non-compliance with laws and regulations during our audit.

Fraud

We did not identify any instances of known or suspected fraud during our audit.

Going concern

Pursuant to professional standards, we are required to communicate to you, when applicable, certain matters relating to our evaluation of the City's ability to continue as a going concern for a reasonable period of time but no less than 12 months from the date of the basic financial statements including the effects on the basic financial statements and the adequacy of the related disclosures and the effects on the auditor's report. No such matters or conditions have come to our attention during our engagement.

Related parties

We did not have any significant findings or issues arise during the audit in connection with the City's related parties.



Nonattest services



The following nonattest services were provided by Baker Tilly:

- Financial statement preparation
- Adjusting journal entries
- Assistance with preparation of the Data Collection Form
- Assist in preparing the GASB 68/74 Pension journal entries using actuary and plan provided support for (ASRS, PSPRS, EORP).

In addition, we prepared GASB No. 34 conversion entries which are summarized in the, “Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position” and the, “Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities” in the financial statements.

None of these nonattest services constitute an audit under generally accepted auditing standards, including *Government Auditing Standards*.



Communications with City Council and Management

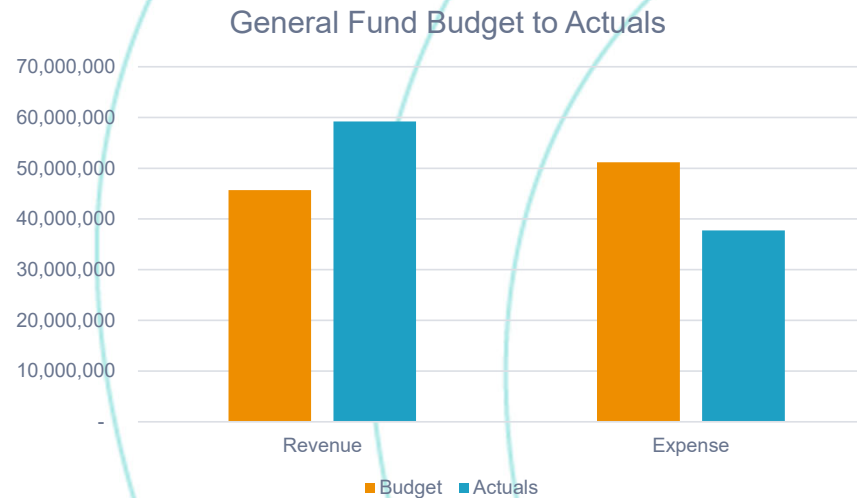


- Expenditure Limitation Report
 - City was \$112.01 million dollars under the Home Rule Expenditure Limitation
 - Issued to the Arizona State Auditor General timely

Voter-Approved Expenditure Limitation	\$198,064,114
City Expenditures Subject to Limitation	<u>80,753,780</u>
Amount under the expenditure Limitation	\$117,310,334



Communications with City Council and Management



- Fund balance increased by \$25.6 million during the current fiscal year, with the increase primarily due to an increase in tax revenues and investment earnings.
- Actual revenues were \$13.5 million more than budget
- Actual expenditures were \$13.4 less than budget

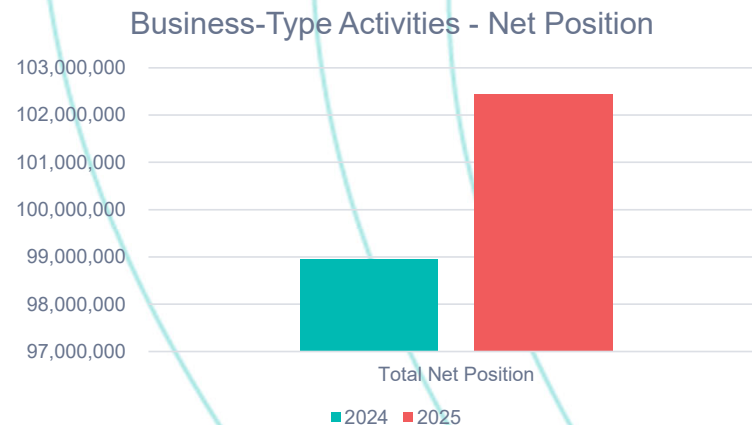


Communications with City Council and Management



Enterprise Funds

- Water fund – Operating expenses exceeded charges for services by \$625K, leading to a decrease in net position of \$587.9K.
- Wastewater and Sewer - Charges for services exceeded operating expenses by \$1.8M, leading to an increase in net position of \$2.9M.
- Sanitation – Charges for services exceeded operating expenses by \$2.2K, leading to an increase in net position of \$18.5K.



Questions?



Cailee Lewis
Senior Manager

E: Cailee.Lewis@bakertilly.com



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CITY COUNCIL REPORT



SUBJECT: Regular City Council Meeting Minutes of January 13, 2026

MEETING DATE: January 27, 2026

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 January 13, 2026.

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 January 13, 2026.

ATTACHMENTS:

1. 01 13 26 City Council Meeting Minutes



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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 Tolleson Teen Council.

C. ROLL CALL

City Council: Mayor Juan Rodriguez, Vice Mayor Jimmy Davis, Council Member Christine Chavira, Council Member Clorinda Erives, Council Member Adolfo Gámez, Council Member Linda Laborin, and Council Member 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 Financial Officer Kevin Artz, Chief of Social Impact George Good, City Clerk Crystal Zamora, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Library Director Mandy Carrico, Public Safety Director/Police Chief Rudy Mendoza, and Utilities Director Jamie McCracken.

City Representative: City Attorney Justin Pierce

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS



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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. Tolleson Teen Council Annual Update
2. Student Council Leadership Recognition – Arizona Desert and Porfirio H. Gonzales Elementary Schools
3. Red Cross Collaboration Update – Edgar Olivo, Regional CEO of the American Red Cross for Arizona and New Mexico
4. City of Tolleson Annual Comprehensive Financial Report for the period of July 1, 2024 through June 30, 2025 – Baker Tilly
5. Proclamation declaring January 19-25, 2026 as Community Risk Reduction Week in the City of Tolleson, recognizing the importance of prevention, preparedness, and community partnership in reducing the occurrence and impact of emergency events and promoting public safety. – Michael Young, Fire Chief

Mayor Rodriguez proclaimed January 19-25, 2026 as Community Risk Reduction Week in the City of Tolleson.

6. Introduction of New Employees:
Employee Resources Department – Tatiana Maya Olea, ER Administrator
Finance Department – Edith Maciel, Fiscal Assistant
Field Operations Department – Christian Camacho, Parks Maintenance
Fire Department – Fire Fighters Gabriel Arroyos, Caiden Camuti, Eduardo Esquivel,

Matt Foery, Dylan Hoyt, and Anthony Rubinov
Development Services Department – Lisa Melton, Utilities Engineer and Rogelio Obispo, Streets Maintenance Technician
Library Department – Matt Sanders, Library Assistant
Police Department – Brian Romero, Police Officer
Utilities Department – Timothy Brown, Water Manager
Employee Promotions:
Government Affairs Department – Aaliyah Brambila, Digital Media Coordinator
Police Department – Hannah Jeters, Police Officer
Employee Recognition:
Maria Vanegas, Library Technician: Bachelor’s Degree in Library Information Science, University of Arizona

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 December 4, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of December 3, 2025 to January 6, 2026. (Finance Department)
3. Approve First Amendment to the Professional Services Agreement between the City of Tolleson and Dibble & Associates Consulting Engineers, Inc. dba Dibble, for on-call professional engineering and surveying services, and authorize the City Manager to execute and deliver said Amendment. The City desires to amend the existing Agreement to increase the compensation limit to an amount not to exceed \$250,000 for additional services. (Development Services Department)
4. Approve First Amendment to the Professional Services Agreement (PSA) between the City of Tolleson and GHD Inc., for professional services related to utilizing excess capacity at the City’s Wastewater Treatment Plant, and authorize the City Manager to execute and deliver said Amendment. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$200,000 per fiscal year and extend the term through June 30, 2026 for additional services. (Utilities Department)
5. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Metron Farnier, LLC for water meters, materials, equipment, facilities, and services related to Water Meter Replacement with an Automatic Meter Infrastructure System on an as-required basis, and authorize the City Manager to execute and deliver said

Agreement. The City shall pay the Vendor an annual aggregate amount not to exceed \$400,000 for equipment and services. This Agreement shall remain in full force and effect until June 30, 2026. (Utilities Department)

6. Approve the First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Ferguson Enterprises, LLC for facilities and building supplies on an as-required basis, and authorize the City Manager to execute and deliver said Amendment. The City shall pay the Contractor an annual aggregate amount not to exceed \$200,000 for materials and supplies. This Agreement shall remain in full force and effect until December 31, 2026. (Utilities Department)
7. Approve the Qualified Consultant List (QCL) for on-call water and wastewater utility engineering and surveying services for the design and construction of sewer and water mains, pump and lift stations, water distribution system appurtenances, wells, storage tanks, electro dialysis reversal systems, and general Public Works construction, consisting of the following firms: Black and Veatch Corporation; Brown and Caldwell; Canfield Engineering & Integration, LLC; Civil and Environmental Consultants, Inc.; Colliers Engineering & Design; Consor North America, Inc.; Dibble & Associates Consulting Engineers, Inc.; Kimley-Horn; GHD Inc.; Hazen and Sawyer; Kennedy/Jenks Consultants, Inc.; Stanley Consultants, Inc.; Sunrise Engineering, LLC; Valentine Environmental Engineers; Water Works Engineers; and Wilson Engineers, for an initial term of one year with the option to renew for up to four additional one-year periods, subject to a maximum of \$500,000 per individual Purchase Order or Authorization for Services and an aggregate annual cap of \$1,000,000 per prime consultant. (Utilities Department)

Council Member Gámez moved to approve Consent Agenda items 1. through 7.; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

I. REGULAR AGENDA – ACTION ITEMS

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

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

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

2. Notice of cancellation of the City Council Meetings scheduled on March 10, 2026 for spring recess, July 28, 2026 and August 11, 2026 for summer recess, November 24, 2026 for fall recess and December 22, 2026 for winter recess.

The City Hall holiday closure is scheduled from December 21, 2026 to December 26, 2026.

L. ADJOURNMENT

Council Member Gámez moved to adjourn the Regular City Council Meeting at 6:57 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: December 3, 2025 to January 6, 2026****PAYMENTS OVER \$10,000**

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
101770	12/31/2025	CITY OF TOLLESON-MEDICAL	\$10,428.86
186473	12/11/2025	VAN LOON INDUSTRIES	\$10,507.89
186534	12/18/2025	HILL BROTHERS CHEMICAL COMPANY	\$10,884.41
101756	12/30/2025	ARMOR PROTECTION GROUP INC	\$11,001.38
186556	12/30/2025	LEA-ARCHITECTS LLC	\$11,280.49
186533	12/18/2025	CORE & MAIN LP	\$11,724.98
186428	12/11/2025	TOLLESON ELEMENTARY SCHOOL DIST.#17	\$11,850.00
186534	12/18/2025	HILL BROTHERS CHEMICAL COMPANY	\$12,484.41
101747	12/18/2025	FORWARD TILT LLC	\$12,660.65
101747	12/18/2025	FORWARD TILT LLC	\$12,660.65
186533	12/18/2025	CORE & MAIN LP	\$12,939.28
101772	12/31/2025	PIERCE COLEMAN PLLC	\$13,500.00
101745	12/18/2025	CIVICPLUS LLC	\$13,921.93
186547	12/29/2025	VERIZON WIRELESS SERVICES LLC	\$14,052.32
186561	1/5/2026	ADAPTIVE ARCHITECTS INC	\$14,797.00
186465	12/11/2025	THE PARTY PEOPLE OF ARIZONA	\$15,776.12
186442	12/11/2025	HILL BROTHERS CHEMICAL COMPANY	\$16,225.53
101760	12/30/2025	FORWARD TILT LLC	\$16,853.82
101669	12/3/2025	VANGUARD TRUCK CENTERS LLC	\$16,926.64
101795	1/6/2026	KIMLEY-HORN AND ASSOCIATES, INC.	\$17,382.84
186467	12/11/2025	TYLER TECHNOLOGIES, INC.	\$17,600.00
186556	12/30/2025	LEA-ARCHITECTS LLC	\$17,726.49
186551	12/29/2025	WEST VALLEY ARTS COUNCIL	\$20,000.00
186553	12/29/2025	WHITE TANK MOUNTAINS CONSERVANCY	\$20,000.00
186549	12/29/2025	WASTE CONNECTIONS OF ARIZONA	\$20,093.75
186478	12/11/2025	WASTE CONNECTIONS OF ARIZONA	\$20,105.04
101772	12/31/2025	PIERCE COLEMAN PLLC	\$20,250.00
101772	12/31/2025	PIERCE COLEMAN PLLC	\$20,250.00
186384	12/4/2025	GOODMANS INC	\$23,314.17
101699	12/12/2025	AZ MUNICIPAL RISK RETENTION POOL P & C	\$28,055.40
186391	12/4/2025	MARICOPA COUNTY SHERIFF'S OFFICE	\$28,169.57
101699	12/12/2025	AZ MUNICIPAL RISK RETENTION POOL P & C	\$28,246.07
101783	1/6/2026	AZ PUBLIC SAFETY RETIREMENT, POLICE	\$28,289.01
101742	12/18/2025	AZ PUBLIC SAFETY RETIREMENT, POLICE	\$29,006.85
101676	12/5/2025	AZ PUBLIC SAFETY RETIREMENT, POLICE	\$29,454.12
101782	1/6/2026	AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$33,112.39
101750	12/18/2025	LYFT, INC.	\$34,396.55
186372	12/4/2025	TOLLESON ELEMENTARY SCHOOL DIST.#17	\$37,604.27
101675	12/5/2025	AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$38,370.45

101741	12/18/2025	AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$40,541.96
101762	12/30/2025	MOTOROLA SOLUTIONS INC	\$44,199.43
101685	12/5/2025	IMMEDIA	\$46,466.66
186548	12/29/2025	WACO LLC	\$50,967.47
186481	12/15/2025	ALEX AREVALO	\$56,830.00
186498	12/15/2025	PEORIA FORD	\$62,861.23
186498	12/15/2025	PEORIA FORD	\$65,552.34
101753	12/18/2025	UTILITY TRAILER SALES CO OF ARIZONA	\$85,987.31
186552	12/29/2025	WESTERN MARICOPA COALITION	\$120,000.00
101699	12/12/2025	AZ MUNICIPAL RISK RETENTION POOL P & C	\$145,970.86
101752	12/18/2025	PIERCE COLEMAN PLLC	\$148,500.00
101804	1/6/2026	PUMP PROS INTERNATIONAL CORPORATION	\$155,368.00
101670	12/3/2025	VANGUARD TRUCK CENTERS LLC	\$156,635.84
101740	12/18/2025	AXON ENTERPRISE INC	\$165,986.22
186570	1/5/2026	CITY OF PHOENIX	\$229,532.64
101708	12/12/2025	CHASSE BUILDING TEAM INC	\$626,712.45

Post-Production File

City of Tolleson
City Council Meeting Minutes
January 13, 2026

Transcription Provided By:
eScribers, LLC

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

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DAVIS: (Indiscernible). This morning, I got (indiscernible) a locally owned coffee shop to do the ribbon cutting there. Mayor (indiscernible) and wasn't able to be there, so I had to speak on behalf of the council, and I did that. But I used to be the chair of our assembly committee at the high school, so I would have to see all of our assemblies. I was the MP of our assemblies. Like, 4,000, 5,000 students were in that program at the time. So I kind of got used to talking in front of a lot of people, but (indiscernible). These kids are awesome. (Indiscernible).

UNIDENTIFIED SPEAKER: (Indiscernible). All of them have a part. I really, truly believe that, and it starts early on in how we care for each other when you're in school and -- and growing. And it's been a great opportunity to work hand in hand with Ruben (indiscernible). I appreciate all the hard work that you do in the community (indiscernible). So thank you for being here. I know you can all be at home watching TV or playing video games, but you're not. You're here. So thank you.

MAYOR RODRIGUEZ: Many of you guys were (indiscernible) people that did, right? So (indiscernible). So we're very well surrounded by people that care about our community, but we're equally very lucky to know that the new generation leadership of the student council is in very good hands. (Indiscernible). So keep developing and becoming better. And someday, we'll need you to interrupt, and I'll sit back and I'll be completely happy about it and I will enjoy it, because I know you guys have the best heart in the room (indiscernible).

All right. Now we have to move on. I did see (indiscernible) request form. One is from Natalie Rivera (ph.) , one is from Jordan Medina (ph.), and one is from (indiscernible), which I know all three, but I don't see any of -- are any of you present and hiding somewhere? Okay. Well, I have a theory that these are all dealing with the same subject matter. So I'm going to send it over to staff to set up a meeting, and talk to them, and see if we can address this in a more intimate sit-down setting so we can make sure we have everything understood. Yes, take it away Mr. Medrano.

MEDRANO: Thank you, Mr. Mayor, members of council. (Indiscernible) for Mr. Earp's group and the three residents.

MAYOR RODRIGUEZ: I've heard that the City of Tulsa is very, very strict when it comes to dealing with this issue. That definitely has to be remedied. (Indiscernible).

MEDRANO: Honestly, we know all of them and we all (indiscernible). It doesn't take much. We're very lucky. That's one of the -- the advantages of politics. Thank you, guys, for everything you do.

MAYOR RODRIGUEZ: I will ask, City manager, when you have the individual updates, if you could just update us on what (indiscernible).

MEDRANO: Absolutely. It is a parking issue, and we will address that.

MAYOR RODRIGUEZ: All right. Call to the public (indiscernible). So Ms. Clerk, do we have any submissions for us tonight?

ZAMORA: We do not, Mayor.

MAYOR RODRIGUEZ: Okay. (Indiscernible) the proclamation. We have a number of them. But let's start off back to the council -- student council annual update. So one of the charges that council has thought about for a number of years is actually asking our student council to come and present to us some of their accomplishments throughout the years. Part of their charge is do community service hours and a bunch of other stuff here in Tolleson and beyond. So Student Council Vice Mayor Hazel Gallardo, you have the floor. If you want to come on down (indiscernible).

GALLARDO: All right. Good evening, Mayor, Vice Mayor, council members, and city leadership. Thank you for the opportunity to speak with you tonight. My name is Hazel Gallardo, and I'm the outgoing teen Vice Mayor. And alongside my fellow representatives, we are proud to represent the Tolleson Teen Council. We are grateful for your continued support and belief in youth leadership. Tonight, we're honored to share our year-end review and highlight how our pillars of advocacy, leadership, and service are being put into action.

Over the past year, the Tolleson Teen Council has grown into a strong, consistent, impactful program. We supported over 75 active team leaders, participated in 12 months of structured programming, and remain focused on empowering youth across our city. Our council includes students from 7th through 12th grade, representing a

wide range of schools and backgrounds in the Tolleson community.

This year, we held 24 formal teen council meetings, with an average attendance of 40 members per -- per meeting. This level of engagement reflects a deep commitment from our teams not just to show up, but to learn, lead, and contribute meaningfully to the City of Tolleson. One of the key ways we empower our members is through our first pillar, advocacy. And to share more about that work, I'll turn it over to Daviahna Velazquez.

VELAZQUEZ: Thank you. Good evening to the -- the City officials and everyone else in this room. I'm Daviahna Velazquez and I'm one of the outgoing teen council elected officials. Advocacy is one of our core pillars. It goes along with education and elevating the youth voice. (Indiscernible) encourage children how decisions and how their voices can help their community. Through advocacy, (Indiscernible) by making it accessible, educational, and empowered.

In action, our advocacy has taken our team so far beyond our city limits. From local and regional leadership summits in, one, the West Valley, and the Arizona Cities of Leagues in Scottsdale, to national Cities of Leagues conferences in Washington, D.C. and Salt Lake City, Utah. These experiences allow teens to engage in civic (indiscernible), understanding our government (indiscernible).

This is where teens have hands-on responsibility. Members (indiscernible) elected officials, kids' committee members, and facility leaders, gaining hands-on experience in public speaking, meetings and presentation, and (indiscernible). Seeing leadership in action is not just by attending city events. We are planning them, leading them, and executing them. Our team gain real world skills that prepare them for future leadership in college, careers, and civic life.

While advocacy and leadership help the team grow as individuals, our third pillar shows how they give back to the community. To share more about our service and our overall impact, I'll pass it on to Cruz.

DALEY: Thank you, Daviahna. Hello council, everyone else in the chamber. My name is Cruz Daley. I am a teen council elected official (indiscernible). So our third pillar service

reflects our commitment to giving back to the community that invests in us. This year alone, teen council members have created over 3,500 volunteer service hours.

(Indiscernible) hosted events, nonprofit partners, and youth service initiatives that have a real community (indiscernible). The impact of this service is significant. These hours translate into tens of thousands of dollars of volunteered time, extended support across multiple city departments, and increased capacity without added debt.

Simply put, the teen council amplifies the city's (indiscernible) by building responsible, service-minded residents. But why does this matter? The Tolleson Teen Council's not just a youth program. It's an investment in the future of our city. It builds future civic leaders, strengthens trust between families and the local government, and delivers a long-term return on investment.

As we look ahead, we're excited about what's next. In the coming year, we aim to expand advocacy opportunities, increase leadership training and certifications, and grow service partnerships to reach even more of you. On behalf of the Tolleson Teen Council, thank you for your continued support, guidance, and commitment to youth voice. We are proud to serve our city today, and even more excited for tomorrow. Thank you.

UNIDENTIFIED SPEAKER: All right. (Indiscernible) .

MAYOR RODRIGUEZ: Thank you very much. For (indiscernible). Now we're at 3,500 hours of volunteer work. (Indiscernible). I'm just kidding. Robert (ph.) and I work together; he's nice. (Indiscernible).

DAVIS: I don't think I've ever heard someone present so well. I've been to national conferences where people are presenting, and they weren't as well put together as three of you, so great job. I think that's a testament to the program doing its job. You guys -- you guys are really shining stars, so keep it up and -- and (indiscernible).

UNIDENTIFIED SPEAKER: (Indiscernible). In a world that's every day seemingly unkind, you display the opposite of that. And there is hope for our future. There's a lot of positive things in this world, and we just need to focus on the positive and not so much the negative. And I want to thank you -- thank you for being that positive light in our community. Thank you (indiscernible) .

UNIDENTIFIED SPEAKER: I just want to highlight you guys because I've been -- I have talked to other youth members and their city council is not as involved (indiscernible) as you guys. I think I have mentioned I am so beyond blessed to get -- to be given this opportunity to even be a part of city council. You guys do so much for your community and it's definitely going to follow through to the future. Thank you so much.

UNIDENTIFIED SPEAKER: (Indiscernible). I want to thank the outgoing members. You made this a better organization by having us be accountable to all of us. We're blessed to have you. We're going to miss you. But you're not going (indiscernible). You're incredible. Thank you.

MAYOR RODRIGUEZ: So along the same vein, item number two is Student Council Leadership Recognition. We are pleased to recognize student council members at Arizona Desert Elementary School and Porfirio H. Gonzales Elementary School. (Indiscernible).

UNIDENTIFIED SPEAKER: Aztecs.

UNIDENTIFIED SPEAKER: (Indiscernible).

MAYOR RODRIGUEZ: All right. (Indiscernible) leadership, responsibility, and commitment to the school and their community. (Indiscernible). As I mentioned, (indiscernible), their administrators. I know a superintendent. (Indiscernible). He participated in providing support for the students and helped guide them along the way. So thank you, everybody. Have an amazing day. We're looking to grow the program and talk about some ideas for support. Taking some input from the teachers and students, I think, would be awesome as well. But it's a good -- a good day to do it. 2026 is beginning with a battery fully charged due to (indiscernible), and -- and so that's a beautiful thing to (indiscernible). No? Okay. We're good.

All right. Moving on now to item number three, Red Cross collaboration update. We have Mr. Edgar Olivo with American Red Cross. Sir, you have the floor.

OLIVO: Boy, I hope I can keep up with all of you. You were so good.

Mayor, Vice Mayor, council members, city manager, staff, and neighbors, good evening. For the record, my name is Edgar Olivo, and I serve as the regional CEO for the American

Red Cross in Arizona and New Mexico. Thank you for welcoming me tonight, and thank you for the way Tolleson shows up for its people. When I think about the Red Cross, I think about one simple idea, neighbors helping neighbors. Tolleson is a city that lives that idea. Tonight, I'd like to share how a city in Arizona with a population of roughly 10,000 people is helping shape Red Cross work across the country.

But first, I want to address something directly. We had a blood drive scheduled last Saturday that was canceled, and I know that was disappointing and frustrating for donors and for partners who planned around it. Here's what happened. Plainly and respectfully, a last minute staffing and logistics challenge came up that we did not identify early enough. Out of an abundance of caution and to protect donor safety and service quality, we postponed the drive. And we are now rescheduling with stronger confirmation steps in place, and I wanted you to hear that directly from me.

We are going to make it right. We already are rescheduling. We are tightening up our confirmation steps. And we will work with you to not only recover those missed units, but to exceed our next goal because the patients counting on us cannot afford gaps in the blood supply. In many ways, it was blood -- a blood drive in 2023 that opened the door to our partnership, and that partnership has grown into something much bigger than any single event.

We take our blood drives in Tolleson very seriously. (Indiscernible) and help patients in emergencies, surgeries, cancer treatment, and chronic conditions that require ongoing transfusions. And as we strengthen the blood supply, Latino blood donors are essential to helping hospitals meet patient needs with the right matches when seconds matter. Since 2022, the Tolleson community has helped collect 69 units of blood, and 68 percent of those units were type O. The universal blood type O's in constant demand. That impact is real, and it is something you should be very proud of.

And what I appreciate about Tolleson is that same spirit that brings people in to roll up their sleeves also shows up in how a city protects neighbors before an emergency becomes a tragedy. That is exactly what led to this next milestone in our partnership. In 2024, Tolleson helped us launch the very first extreme heat walk for the American

Red Cross. Not only the first in Arizona, but the first in the entire country.

What began here since has become a blueprint for regions like ours nationwide. As temperatures continue to rise, this model is emerging as a powerful tool to help communities prepare for extreme heat and reduce heat-related illnesses and death.

Because Tolleson's leaders and residents were willing to partner, the work done here became something we could share on a national scale. That kind of impact only happens when a city leads with both heart and practicality. When a community like Tolleson proves a model works, it strengthens the Red Cross mission everywhere.

People across the country will be safer because of what you helped build here.

That same commitment to prevention showed up in another powerful way through the smoke alarm installation effort last year in 2025, where together we organized one of the largest volunteer gatherings in the City of Tolleson to help families make their homes safer. This work matters because home fires remain one of the most common disasters we respond to day in and day out. Smoke alarms may be simple, but they are powerful. They protect children, they protect seniors, they buy time, and they save lives.

What I saw in Tolleson was more than a project. I saw veterans from the local lodge working alongside ROTC students to make their neighbors safer, and partners from surrounding businesses joining community members to ensure families were ready in the face of a home fire. It was a clear reminder that Tolleson's legacy of service is strong and it is growing.

I also want to share that our region has received a Presidential Award, the highest recognition the American -- within the American Red Cross. That honor reflects real results, and it is built on partnerships with communities like Tolleson that chose to lead, innovate, and mobilize alongside us. An award is not the goal, but it is a meaningful signal. It tells us the work is making a difference, and it tells us that the model of collaboration is worth growing. We would not have received this recognition without Tolleson's leadership.

Now let me share with you what we are building next, because this is where it gets

really exciting. We are launching a local asset mapping effort, led by our Red Cross resilience facilitator, to produce a simple, practical tool Tolleson can use the moment an emergency hits. Think of it as a community-built guide that answers three questions fast. Who can help, what help is available, and where should people go?

We'll start with city leaders to confirm trusted partners, key contacts, and proven locations that can support residents during extreme heat, home fires, power outages, and other incidents. Then we'll bring in community residents to add what only neighbors know, including informal gathering places, language and access needs, and the quickest ways to reach people block by block. The result is a clear, ready to activate resource that helps Tolleson coordinate faster, connect people to support sooner, and cut through confusion when minutes matter.

And that work leads directly to April 7th, when we plan to host our -- our main shelter simulation and research showcase event. This will be a hands-on community -- this will be hands-on and community friendly. Residents will learn how an emergency shelter is set up, what roles volunteers play, and how everyday neighbors can support neighbors during an emergency. It is not about fear. It's about calmness. It is about helping families know if something happens now, I know what to do, and I know who is with me.

I understand several of you have indicated that you may participate in the shelter simulation, and I hope all of you will consider being a part of it. You are the leaders of this community, and if we ever have to activate a shelter, your presence and familiarity will matter. It would be a -- it would be very meaningful to have you there with us.

So Mayor and council, thank you again. Tolleson's partnership has helped the Red Cross deliver impact that travels beyond the city and strengthened how we serve across our region and nationally. My simple ask tonight is this, continue standing with us as we move into this next phase of community readiness, support the asset mapping effort, help us bring residents into the conversation, and help us make April 7th a proud Tolleson's moment that strengthens preparedness, community trust, and neighbor to neighbor action. Thank you for your time. I'm happy to answer any questions.

MAYOR RODRIGUEZ: (Indiscernible). I do want to -- I do want to make a little comment.

You mentioned many groups -- many events, and I would be remiss if I didn't acknowledge our -- our internal folks that have put in a lot of efforts on our end. That would (indiscernible) amazing partnerships. All of our firefighters (indiscernible). Thank you guys all for what you do. But you're right, type O is the blood of (indiscernible). And you know, we have-- in the Latino community, type O blood is (indiscernible). We want to be in a position to be able to help, but -- but we also want to be (indiscernible). First of all, congratulations on your award, and thank you all for everything you have done for the city that got that award. (Indiscernible) .

UNIDENTIFIED SPEAKER: Thank you.

UNIDENTIFIED SPEAKER: Thank you. Congratulations.

UNIDENTIFIED SPEAKER: So in 1998, our family home burned and we lost everything in that fire. And we were very fortunate because we were not home when the fire broke out, so my family was safe. The American Red Cross was one of the first people there, the first responders to see if we needed help. And we're very fortunate because we're a close-knit family, and our community was strong, and we didn't need any help at the time.

But the Red Cross was there, and they never stopped acting as a (indiscernible), which was an amazing thing. It feels very good to reciprocate now the services that they wished to give us and the services that the Red Cross extends to families in very difficult times, and how important that is. So for our community to be ready in case of an emergency is an amazing opportunity, and thank you -- thank you for giving us the opportunity to do that, and thank you guys for creating a partnership with the community.

MAYOR RODRIGUEZ: I guess we can move on. Okay. Item number four, we're going to postpone. (Indiscernible) on Zoom. So Zoom is not working right now, but they did offer to call in and give us the presentation over the phone. But my thought is the Zoom's not working, and people that want to participate at home through Zoom won't be able to participate. So let's postpone it till the next meeting, work out the kinks, that way -- I know there's some other folks that wanted that information.

And it's about finances. So you know, I'm a strong believer that you can tell me what you prioritize, but until you show me your checkbook and I see how you spend your money, I will tell you what you prioritize. So if we're going to talk about money here in the City of Tolleson, everybody, from home or here in the -- in the City Council Hall, should have an opportunity to hear how that money is spent on their behalf.

So for now, we'll move on to number five, the proclamation declaring January 19 through the 25 of 2026 as Community Risk Reduction Week in the City of Tolleson, recognizing the importance of prevention, preparedness, and community partnership in reducing the occurrence and the impact of emergency events and promoting public safety. Chief Young, you have the floor.

YOUNG: Thank you, sir. I wish that I could've went before him because he stole my thunder.

UNIDENTIFIED SPEAKER: (Indiscernible).

YOUNG: Mayor Rodriguez, Vice Mayor Davis, members of council, what we see every day in the fire service is that most emergencies do not start big events. They start in homes in small moments, and often in ways that are preventable. While the reality is that majority of our calls today are medical in nature, that doesn't mean that fires are not a serious threat. Many of those situations can be reduced through educational preparedness and early intervention, and that is the purpose of community risk reduction. It's a proactive, data informed approach that helps us identify the risks that are specific to our community and address them before they turn into emergencies. In Tolleson, that means continuing to work directly with residents through home safety education; our amazing smoke alarm program with our partners Red Cross, Arizona Burn Foundation, all the work the chief does put into establishing that; and risk reduction efforts that focus on prevention and not just response. This work relies on our strong partnerships, like the Red Cross, Arizona Burn Foundation, and our community, and it aligns especially well with the spirit of service that we recognize on Martin Luther King Junior Day, the day that encourages all of us to take action to strengthen and protect our loved ones.

MAYOR RODRIGUEZ: Awesome. Thank you, Chief Young. I just want to tell you, (indiscernible). You did an amazing job at speaking after the kids and the representative for the Red Cross, who did an amazing job. But obviously, our fire department team is here, so you guys have done amazing work. And I'm -- I'm now at the age where my parents have, at times, suffered medical issues that need to be responded to. And every time we call, they're there in a matter of minutes. They're very professional. They're on top of their game. And my parents needed -- they needed to be transported. They gave me a call, and they got the services that they needed.

And luckily, because of your guy's efforts, (indiscernible). In the City of Tolleson, we have public safety officers that are that committed to being able to serve. So I personally want to thank you guys. But I think as a community, we want to thank you as well for all that you do day in and day out, whether it's medical, fire, an accident -- responding to an accident, you fill in the blank because you guys are all coming from every angle (indiscernible) and get it done correctly. So thank you very much from the bottom of my heart.

(Indiscernible). I do have a proclamation. (Indiscernible). So now therefore, I, Mayor Juan F. Rodriguez, do hereby proclaim January 19th to 25th, 2026, as Community Risk Reduction Week in the City of Tolleson. It is proclaimed.

UNIDENTIFIED SPEAKER: (Indiscernible).

UNIDENTIFIED SPEAKER: Chief Mendoza.

UNIDENTIFIED SPEAKER: Rudy --

UNIDENTIFIED SPEAKER: You have to come up.

UNIDENTIFIED SPEAKER: You know, you know.

[CROSS TALK]

UNIDENTIFIED SPEAKER: One, two -- okay. Got it.

UNIDENTIFIED SPEAKER: (Indiscernible).

UNIDENTIFIED SPEAKER: No. Just one more pic.

UNIDENTIFIED SPEAKER: (Indiscernible).

MAYOR RODRIGUEZ: Well, (indiscernible) that I recognize. So it looks like we got a

couple of firefighters, among other city employees. So with that, I would move to item number 6, which is the introduction of new city employees. (Indiscernible).

UNIDENTIFIED SPEAKER: Thank you.

UNIDENTIFIED SPEAKER: Thank you, Mayor and council. I would be remiss if I didn't express my gratitude to the members of both student council and our teen council for being here today. I was nowhere to be found. So it only took 20-some years to get you to get set up with council, but I'm glad you came today and I'm honored to be here today with all of you. You made our day. You make our day every day. You. You are all the reason we do what we do, and that is a fact. I don't know how else to put it. And if you don't believe me, ask anybody around here (indiscernible). You're our primary focus. You're the future of this world serving this community. So thank you, and thank you (indiscernible).

This is always a high honor to introduce -- oh, to introduce all of our new teammates, people that have made the choice to serve our beloved policy. So first, out of employee resources, we did have a great day. Wendy, you and your team are outstanding. I'm not surprised. I can see it actually unfold (indiscernible). The first person -- or the first and only new employee in employee resources did a wonderful job. And I just learned that she's a communications major and I'm not at all surprised. You are outstanding, Tatiana. Tatiana Maya Olea, ER administrator. Welcome. Thank you, (indiscernible).

UNIDENTIFIED SPEAKER: Thank you.

UNIDENTIFIED SPEAKER: Now the front desk, as we all know -- I mean, I served in that capacity. And so keeping those that can attest, when we were dispatchers, we were the front desk. You had to be able to go through dispatch to get to finance, so everybody came to us asking us about everything beyond the police department, and we had to know. So we can appreciate that position. It is literally the face of the organization, and I can't think of someone any better. Every day I walk in, I intentionally walk in through the front door so I can say hello to Edith Maciel, our fiscal assistant. She's outstanding. I don't know if you mean it, but she's always greeting everybody with a smile on her face and a willingness to help. So thank you.

And I know (indiscernible) can attest, we're all from here. We all grew up here. It always brings great joy to me to -- to hire someone from Tolleson. So in the field operations department -- he is my cousin, I want to say publicly. But he qualifies under the City code too, and he avoids the nepotism law because, as you know, I'm related to pretty much the whole city almost. I mean, he's my brother, too. (Indiscernible).

Christian Camach. And he's not here, but if you know Christian, you know how happy we all are that we're able to hire him. He is a relative of Donnie (ph.) Camacho, who was the young man who, in the 8th grade, demanded equal treatment of all students in the elementary school district. So his family has a storied history in politics. Welcome, Christian.

Fire Department, you're right there. We are blessed to have several people to have chosen. Carlos and I met a lot of the new ones today, and most of them are younger than my kids, which makes me feel even that much more mature. But it was a pleasure to meet you all today. First, we have Gabriel. All firefighters, they just finished the academy. And Chief, I don't know if you can share the picture with council. Hopefully, we can share it with them. I love that picture. First, we have Gabriel Arroyos. Gabriel, you here today? (Indiscernible). Caiden Camuti. (Indiscernible). Eduardo Esquivel (indiscernible). Eduardo might not be here. Matt Foery. Dylan Hoyt, (indiscernible). And Anthony Rubinov. (Indiscernible). Welcome. Thank you all.

Next, in development services, I -- I have the pleasure of being on the second floor with her, our new utility engineer, Lisa Melton. Well, Jason made a very short case, then Danny made it very short. And the streets -- the Street's Maintenance Technician, Rogelio Obispo.

Next to the library, another wonderful choice. Matt Sanders, library assistant. Mandy, great choice (indiscernible). Okay. It was Wendy. The first week he was helping us with all the -- the kindergarten for (indiscernible). It was fun. I'm used to it, even though I have (indiscernible).

Police department. Brian Romero, police officer. (Indiscernible).

Utility department. I met him at (indiscernible). Our new water manager, Timothy

Brown. (Indiscernible). We recruited him from Goodyear.

[LAUGHTER]

UNIDENTIFIED SPEAKER: The Goodyear city manager, she's retired, and she's not happy with us at all. I think, you know, (indiscernible) of the year.

This is also a wonderful opportunity to -- to announce some new promotions. First, I am also blessed to share an office with her. Aaliyah Brambila, Digital Media Coordinator.

UNIDENTIFIED SPEAKER: (Indiscernible).

UNIDENTIFIED SPEAKER: The reason for the applause is because Aaliyah is a former teen council member. (Indiscernible). And I say children because I miss being one. I have grown up here. When I said that we take your happiness seriously and it's my job to get you to come work here, Aaliyah's a really good example. She was in the teen council and we literally -- she's a full-time employee with us now and works directly in our office, and she's outstanding. And she's one of several, and you'll meet them eventually when it's your turn. But we take it seriously. We're not joking.

Next, we have in the police department, Hannah Jeters. I met her the other day. A police officer. She's not here today anyway. (Indiscernible). And she looked at me and went, of course. I didn't mean that, but she's so young and it's awesome. And anytime we can recruit a female employee in general, but especially the (indiscernible).

And then employee recognition, I am absolutely honored, on behalf of my compatriots to the South, to announce that I will --

UNIDENTIFIED SPEAKER: What's wrong?

UNIDENTIFIED SPEAKER: (Indiscernible).

UNIDENTIFIED SPEAKER: (Indiscernible).

UNIDENTIFIED SPEAKER: No, I'm not. But I gave him a lot of cash.

[LAUGHTER]

UNIDENTIFIED SPEAKER: My boy is (indiscernible). I'm going to turn it over to Mandy in a minute, but to congratulate Maria Venegas, library technician, for earning her master's degree in library information science from the University of Arizona. Go ahead, Mandy.

UNIDENTIFIED SPEAKER: (Indiscernible).

CARRICO: I just want to add that her degree that she recently got was made possible through the tuition reimbursement plan that we have for employees. And as of this semester, she's continuing on to get her master's in library and information science through the same reimbursement plan. And the City and the library profession are lucky to be able to benefit from her efforts.

UNIDENTIFIED SPEAKER: (Indiscernible).

UNIDENTIFIED SPEAKER: No, no. She's going all the way through (indiscernible).

MAYOR RODRIGUEZ: All right. Now we move onto item G, which is business from the floor. At this point, we don't have any. So we'll move on H, consent agenda action items. As to items one through seven (indiscernible). And I want to get a motion.

GAMEZ: (Indiscernible).

MAYOR RODRIGUEZ: We have a motion by Councilmember on record.

LABORIN: (Indiscernible).

MAYOR RODRIGUEZ: We have a second by Councilmember (indiscernible).

All in favor of approving the consent agenda actions item, please say aye.

ALL: Aye.

MAYOR RODRIGUEZ: All opposed? Not hearing any. This vote is accepted unanimously. (Indiscernible). Number one, community event updates. I'm going to hand it over to Parks & Recreation Director Randy Babchuk.

BABCHUK: Thank you, Mayor, members of council. This Friday starts our 3rd Friday events or it's Friday down at The P.L.A.C.E. We are happy to bring live music by UPTOWN to the City of Tolleson, along with a silent disco. (Indiscernible) silent disco. It's amazing. You'll want to try it. Come on out. It's at The P.L.A.C.E. this Friday from 6:00 to 9:30 p.m.

MAYOR RODRIGUEZ: Both have me very curious. (Indiscernible). I've never done silent disco, but I've been told about it, and I look forward to watching all you guys getting down.

[LAUGHTER]

UNIDENTIFIED SPEAKER: (Indiscernible).

MAYOR RODRIGUEZ: Thank you, sir.

Okay. Item number two is just a reminder the city council meetings cancelled on March 10th, 2026, for spring recess; July 28, 2026, and August 11, 2026, for summer recess; and November 24th, 2026, for fall recess; and December 27th, 2026, for winter recess. City Hall holiday closure is scheduled from December 21 to December 26, 2026.

(Indiscernible) because your -- all want to be on top of all the city council meetings, so consider yourself reminded.

With that, again, welcome 2026. It's going to be a fabulous year. We're starting it off in an amazing energy-filled room today. I mean, all these young people with all this energy, to me, it's just charging up my batteries. It gets me ready for a new year of much more success for the organization and for our City as a whole, so thank you very much. I will entertain a motion to adjourn.

MEDRANO: Hold on, sir.

MAYOR RODRIGUEZ: City manager?

MEDRANO: I believe (indiscernible) may be coming in in a second. Let's give it a second.

MAYOR RODRIGUEZ: Okay. Anybody want a candy?

[CROSS TALK]

DAVIS: What grade are you guys all in? Are any of you -- what's the lowest grade that we have here? 7th grade?

UNIDENTIFIED SPEAKER: 5th grade.

DAVIS: We have 4th grade? Who's in 4th grade? Aw, man. Because that's what I (indiscernible). How many of you are in 5th grade? Okay. 6th grade? 7th grade? 8th grade? Wow. Are any of you guys in the (indiscernible) program? Yeah. That's an amazing program. I'm a musician. I sing. I (indiscernible).

UNIDENTIFIED SPEAKER: Mandy, (indiscernible).

UNIDENTIFIED SPEAKER: (Indiscernible).

MEDRANO: We're good. They left.

UNIDENTIFIED SPEAKER: Go ahead and adjourn. They left. They left.

MAYOR RODRIGUEZ: Okay. Yeah. So we were hoping to have a special member of the Arizona community. He's the chairman of the Tohono O'odham Reservation, Verlon M. Jose. He's a big-time supporter of the City of Tolleson. Him and his -- and the tribe and the community have been supportive, and we were hoping that he'd be here tonight so we can honor him for everything he's done for our community. And you want to talk about partnerships and (indiscernible) partnerships? He's probably one of the strongest that we have here in Tolleson. And so unfortunately, I don't know when he's going to be here, so I don't think it's fair to keep you guys here sitting when you guys can be home doing your homework.

UNIDENTIFIED SPEAKER: (Indiscernible).

MAYOR RODRIGUEZ: As the mayor, I'm going to entertain a motion to adjourn.

GAMEZ: (Indiscernible).

MEDRANO: They're on right now.

MAYOR RODRIGUEZ: We have one. Do we have a second one?

MENDOZA: (Indiscernible).

MAYOR RODRIGUEZ: Okay. I got a second --

MEDRANO: Oh, Mayor? Sorry, Mayor. George, you --

GOOD: Sorry. I wanted to take a moment to recognize one of the pillars of our community who turned 90 today. That would be Fred Davis from the police department. He's a great individual (indiscernible) and -- and a great friend of ours. So happy birthday, Fred Davis.

UNIDENTIFIED SPEAKER: Happy birthday.

MAYOR RODRIGUEZ: I had a first from Councilman Gamez, and a second from Councilmember Mendoza. All those in favor of adjourning this meeting, signify by saying aye.

ALL: Aye.

UNIDENTIFIED SPEAKER: (Indiscernible).

[LAUGHTER]

MAYOR RODRIGUEZ: You guys don't want to go home? All in favor of sticking around

for another two hours say nay. All right. I'm glad. Let's go home.

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 JANUARY 13, 2026. 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 January 7, 2026 to January 20, 2026

MEETING DATE: January 27, 2026

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 January 7, 2026 to January 20, 2026.

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. 01 07 26 to 01 20 26 Claims and Bills Report

City of Tolleson

Checks Recorded

Check Dates: January 7, 2026 to January 20, 2026

PAYMENTS OVER \$10,000

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
101816	1/9/2026	CHASSE BUILDING TEAM INC	\$2,241,410.09
101825	1/9/2026	HACH COMPANY	\$10,634.00
101831	1/9/2026	SOLENIS LLC	\$16,735.32
101842	1/15/2026	BAKER TILLY ADVISORY GROUP PARENT	\$10,000.00
101846	1/15/2026	CHASSE BUILDING TEAM INC	\$1,287,039.97
101855	1/15/2026	SOLENIS LLC	\$16,735.32
186607	1/8/2026	ARIZONA FIRE AND MEDICAL AUTHORITY	\$15,387.33
186608	1/8/2026	SAGUARO SUMMIT, LLC	\$44,806.61
186618	1/8/2026	MARICOPA COUNTY SHERIFF'S OFFICE	\$23,860.47
186623	1/8/2026	SALT RIVER PROJECT	\$196,445.32
186659	1/14/2026	PRAGMATICA LLC	\$23,094.62
186669	1/14/2026	WESTERN ENVIRONMENTAL EQUIPMENT CO	\$26,748.84
186669	1/14/2026	WESTERN ENVIRONMENTAL EQUIPMENT CO	\$17,221.68
186607	1/8/2026	ARIZONA FIRE AND MEDICAL AUTHORITY	\$26,085.97
186607	1/8/2026	ARIZONA FIRE AND MEDICAL AUTHORITY	\$10,056.47
186605	1/8/2026	ADAPTIVE ARCHITECTS INC	\$12,600.00
101841	1/15/2026	AZ PUBLIC SAFETY RETIREMENT, POLICE	\$35,336.00
101840	1/15/2026	AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$42,426.20
101839	1/15/2026	AZ MUNI RISK RETENTION POOL-WC FUND	\$17,520.25
101839	1/15/2026	AZ MUNI RISK RETENTION POOL-WC FUND	\$154,682.36

CITY COUNCIL REPORT



SUBJECT: Intergovernmental Agreement for Fiber Infrastructure Along McDowell Road and 91st Avenue

MEETING DATE: January 27, 2026

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Development Services Department is requesting approval of Resolution No. 2630, approving an Intergovernmental Agreement between the City of Phoenix, the City of Tolleson, Maricopa County, and the Arizona Department of Transportation for the installation, maintenance, and operation of fiber infrastructure along McDowell Road from 83rd Avenue to 91st Avenue and along 91st Avenue from McDowell Road to Lower Buckeye Road, and authorizing the Mayor to execute the Agreement.

BACKGROUND:

The proposed IGA supports a regional transportation and traffic signal interconnect project along McDowell Road and 91st Avenue. The project is part of a larger regional effort to improve traffic operations, connectivity, and safety through the installation of fiber infrastructure connecting traffic signals across multiple jurisdictions. The project is administered by the City of Phoenix in coordination with participating agencies and is funded through federal and local transportation funding sources.

DISCUSSION:

Under the terms of the IGA, the City of Phoenix will administer construction of the project, while each participating agency, including the City of Tolleson, will retain ownership and maintenance responsibilities for fiber infrastructure located within its respective jurisdiction. The Agreement outlines roles related to permitting, construction coordination, ownership, maintenance, and long-term operation of the fiber infrastructure and associated traffic signal connectivity.

The fiber infrastructure within Tolleson will enhance traffic signal communication, support coordinated traffic operations, and improve regional transportation efficiency. The Agreement does not obligate the City of Tolleson to reimburse other agencies and does not establish a fixed expiration date, as ownership and maintenance responsibilities are ongoing following project completion.

BUDGET IMPACT:

There is no direct fiscal impact associated with approval of this Resolution. Each participating agency is responsible for costs within its own jurisdiction, and no reimbursement or payment obligation is required from the City of Tolleson under this Agreement.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2630, approving the Intergovernmental Agreement between the City of Phoenix, the City of Tolleson, Maricopa County, and the Arizona Department of Transportation, and authorizing the Mayor to execute the Agreement.

ATTACHMENTS:

1. Res 2630 City of Phoenix and ADOT IGA for Fiber Infrastructure 01 27 26

RESOLUTION NO. 2630

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PHOENIX, THE CITY OF TOLLESON, MARICOPA COUNTY, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF FIBER INFRASTRUCTURE ALONG MCDOWELL ROAD FROM 83RD AVENUE TO 91ST AVENUE AND ALONG 91ST AVENUE FROM MCDOWELL ROAD TO LOWER BUCKEYE ROAD.

WHEREAS, the City of Tolleson (the “City”), the City of Phoenix, Maricopa County, and the Arizona Department of Transportation desire to enter into an Intergovernmental Agreement (“Agreement”) for the installation, maintenance, and operation of fiber infrastructure along McDowell Road from 83rd Avenue to 91st Avenue and along 91st Avenue from McDowell Road to Lower Buckeye Road; and

WHEREAS, the fiber infrastructure will support traffic signal coordination, intelligent transportation systems, and regional connectivity, and will define the responsibilities of each participating agency for construction, ownership, maintenance, and operation within their respective jurisdictions.

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 Intergovernmental Agreement between the City of Phoenix, the City of Tolleson, Maricopa County, and the Arizona Department of Transportation for the installation, maintenance, and operation of fiber infrastructure along McDowell Road and 91st Avenue is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 27th day of January, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2630

[Intergovernmental Agreement]

See following pages.

WHEN RECORDED RETURN TO:
City of Phoenix Street Transportation Department
Design and Construction Management Division

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PHOENIX, CITY OF
TOLLESON, MARICOPA COUNTY AND THE ARIZONA DEPARTMENT OF
TRANSPORTATION FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF
THE FIBER INFRASTRUCTURE ALONG MCDOWELL ROAD: 83RD AVENUE TO 91ST
AVENUE AND 91ST AVENUE: MCDOWELL ROAD TO LOWER BUCKEYE ROAD

APPROVED BY THE CITY OF PHOENIX COUNCIL

ON THE 29TH DAY OF OCTOBER 2025

DO NOT REMOVE

This is part of the official document

CITY OF PHOENIX STREETS TRANSPORTATION DEPARTMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PHOENIX, CITY OF
TOLLESON, MARICOPA COUNTY AND THE ARIZONA DEPARTMENT OF
TRANSPORTATION FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF
THE FIBER INFRASTRUCTURE ALONG MCDOWELL RD: 83RD AVENUE TO 91ST
AVENUE AND 91ST AVENUE: MCDOWELL ROAD TO LOWER BUCKEYE ROAD
PROJECT

PHX Project #: ST89360039-1

MAG #: PHX23-262

Fed Aid #: PHX-0(373)D

TRACS #: PHX T0404 01C

MCDOT TRACS #: T0404

This Intergovernmental Agreement (**Agreement**) is entered into between the City of Phoenix, a municipal corporation (**Phoenix**), the City of Tolleson, a municipal corporation (**Tolleson**), Maricopa County, a political subdivision of the State of Arizona (**MCDOT**), and the Arizona Department of Transportation, a state organization (**ADOT**). Phoenix, Tolleson, MCDOT, and ADOT are collectively referred to as the **Parties** or individually as the **Party**.

STATUTORY AUTHORIZATION

1. The Cities are authorized pursuant to A.R.S. Section 9-240 and 9-276 to lay out and establish, regulate and improve streets within the respective jurisdictions.
2. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

BACKGROUND

3. The 91st Avenue corridor from McDowell Road to Lower Buckeye Road is identified as part of the I-10 West Valley Recommended Integrated Corridor Management (ICM) Corridor in the MAG Systems Management and Operations (SMO) Plan. One of the priority investment areas suggested in the SMO Plan is to expand the availability of real-time traffic data to support regional transportation operations. This section of 91st Avenue is also designated as a regional priority due to safety, congestion, and traffic volume factors, measure by a high number of

crashes per mile per year, unreliable travel time, and high vehicle miles traveled. The project connects the City of Phoenix and City of Tolleson with a direct fiber connection to coordinate during non-recurring congestion as well as provides an agency-to-agency communication path for the City of Tolleson to connect to the Regional Community Network (RCN).

4. The City of Phoenix (City) will be undertaking the installation of approximately four (4) miles of fiber optic infrastructure and associated Intelligent Transportation System (ITS) devices along McDowell Road from 83rd Avenue to 91st Avenue and along 91st Avenue from McDowell Road to Lower Buckeye Road (**Project**). The project will implement reliable communication paths to connect the MCDOT MC-85 ITS infrastructure and MCDOT signal at 91st Avenue and Buckeye Road as well as connect the City of Phoenix and City of Tolleson's traffic signals and ITS devices to extend all three agencies real-time traffic management capability. This project will provide the City of Phoenix Traffic Management Center (TMC) with direct fiber access to the City of Tolleson's signals for remote operations and offer a crucial fiber backhaul path in the southwest corner of the City of Phoenix. This path will also provide a dependable connection to ADOT fiber for the MCDOT TMC and City of Tolleson to connect to the RCN. The Project will also install new Tolleson fiber cable from the ADOT fiber connection at I-10 south to Pima Street south of Buckeye Road to connect to existing traffic signals within Tolleson and connect to new Phoenix cable along the Project at Van Buren Street. In addition, the path will include a connection to ADOT fiber from the Phoenix TMC as well as to the 91st Avenue/Van Buren Street traffic signal pull box allowing Tolleson to connect in the future to the Tolleson City Hall at the southeast corner of Van Buren Street and 91st Avenue. Conduit, pull boxes, fiber, splice enclosures, and Ethernet switches will be installed.
5. The Project will be funded from local and federal funds through the MAG Transportation Improvement Program (TIP) using Congestion Mitigation and Air Quality (CMAQ) funding. The estimated construction cost is \$2,335,395.00, which is made up of federal funds of \$2,202,277.00 and a local match (City of Phoenix) of \$133,118.00.
6. This Agreement is contingent upon the availability of federal funds through the MAG TIP and Phoenix local match. Project details are as follows:
 - 6.1. Federal Contract Number: PHX-0(373)D
 - 6.2. Fiscal Years: FY 2025
 - 6.3. Total Project Cost: \$2,335,395
 - 6.4. Federal Obligation Award: \$2,202,277
 - 6.5. Funding Sources:
 - i Congestion Mitigation and Air Quality Funds (CMAQ) as shown in MAG TIP - \$2,202,277 Federal Highway Administration (FHWA)
 - ii Highway User Revenue Funds (HURF) and local revenues - \$133,118 Local Match, between the participating agencies as follows:
 - a. City of Phoenix – \$133,118
 - b. City of Tolleson – \$0
 - c. MCDOT – \$0
 - d. ADOT – \$0
 - 6.6. Project Contact Information:

- i Name: Francisco Miramontes, Civil Engineer III
- ii Agency: City of Phoenix
- iii Phone: 602-262-6652
- iv Email: Francisco.Miramontes@phoenix.gov

7. McDowell Road and 91st Avenue corridors vary in the number of lanes. The McDowell Road portion is a four-lane roadway with a center two-way left turn lane, while portions of 91st Avenue have two or four lanes with a center two-way left turn lane.
8. McDowell Road from 83rd Avenue to 91st Avenue as well as 91st Avenue from Lower Buckeye Road to Buckeye Road is owned and maintained by Phoenix.
9. 91st Avenue from south of McDowell Road to Buckeye Road is owned and maintained by Tolleson. There is existing conduit and pull box infrastructure on the east side of 91st Avenue from south of I-10 just north of Latham Street to just north of Adams Street and also on the west side of 91st Avenue from Buckeye Road south to Pima Street that is owned and maintained by Tolleson and will be used to connect to this Project.
10. At 91st Avenue and Buckeye Road, there is existing fiber, conduit, and pull box infrastructure connecting to the traffic signal owned and maintained by MCDOT. The fiber optic infrastructure will be used to connect to this Project.
11. At the I-10 interchange, there is conduit and pull box infrastructure connecting from the south side of I-10 to the north side traffic signal owned and maintained by ADOT that will be used to connect to this project. There is also an existing ADOT bridge north of I-10 south of McDowell Road that will have new conduit attached to cross the ADOT canal.
12. The Parties agree that it would be beneficial for each of the traffic signals to connect to new fiber infrastructure while maintaining existing operations and maintenance responsibilities of their traffic signals.
13. The Parties agree that new City of Phoenix fiber, conduit, and conduit sweeps into the Phoenix traffic signal infrastructure installed along McDowell Road between 83rd Avenue to 91st Avenue and along 91st Avenue from Buckeye Road to Lower Buckeye Road be owned and maintained by Phoenix. The new City of Tolleson fiber, conduit, and conduit sweeps into the Tolleson traffic signal infrastructure installed along 91st Avenue from McDowell Road to Buckeye Road be owned and maintained by Tolleson. The new fiber and conduit sweeps into the MCDOT existing infrastructure at 91st Avenue and Buckeye Road will be owned and maintained by MCDOT.
14. At each of the traffic signals, the Project will install new fiber cable infrastructure to connect to existing traffic signal cabinet equipment through existing conduit from the home run pull box nearest to the cabinet into the cabinet at a new fiber optic network switch.
15. Each party agrees to assume responsibility for maintaining the fiber infrastructure and communications connecting their traffic signals along this Project. All fiber cables will be

clearly marked with the name of the responsible jurisdiction. If access is required to any infrastructure not owned by the owning jurisdiction, the party will be required to contact the owning agency for coordination during any maintenance or changes to the fiber infrastructure.

16. The respective jurisdictions will assume responsibility for the maintenance of pull boxes and conduit within their jurisdiction. All pull boxes will be clearly marked with the name of the responsible jurisdiction and all conduit will have distinct markings for each responsible jurisdiction.

PURPOSE OF THE AGREEMENT

17. The purpose of this Intergovernmental Agreement is to identify and define the responsibilities of the Parties for various elements of the fiber infrastructure connecting traffic signals along McDowell Road and 91st Avenue, which include but are not limited to permitting, construction and construction management.

TERMS OF THE AGREEMENT

18. Responsibilities of Phoenix:
 - 18.1. Phoenix shall administer construction of the Project for the duration of the Project.
 - 18.2. Phoenix shall contribute all of the local match for the construction costs for the entire federally funded Project.
 - 18.3. Phoenix shall provide no-cost permits for construction and traffic control to the Contractor for any Project-related work that lies within Phoenix jurisdiction.
 - 18.4. Phoenix shall apply for and obtain permits for construction and traffic control from Tolleson, MCDOT and ADOT for any Project-related work that lies within Tolleson, MCDOT or ADOT boundaries.
 - 18.5. Phoenix will be responsible for the Project's plan review, approval and construction as well as final inspection and acceptance of the Project. Phoenix will obtain concurrence from all Parties for portions of the Project in other jurisdictions before final acceptance.
 - 18.6. Phoenix shall coordinate with the Contractor during construction to provide access to the traffic signal cabinets within Phoenix jurisdiction and provide oversight and inspection for the fiber connection to the traffic signal.
 - 18.7. Phoenix will maintain the fiber cable connection, pull boxes, and conduit infrastructure housing that fiber cable between the Phoenix pull boxes along McDowell Road from 83rd Avenue and 91st Avenue and along 91st Avenue from Buckeye Road to Lower

Buckeye Road. Phoenix will be responsible for Blue Staking the Phoenix conduit and pull box infrastructure along the entire Project through Phoenix, Tolleson, and ADOT jurisdictions for Phoenix pull boxes or other infrastructure where Phoenix fiber cable will be installed.

18.8. Phoenix shall not enter another jurisdiction's pull box infrastructure or splice enclosure unless prior authorization is acquired.

18.9. Phoenix shall continue to own and maintain the traffic signals and intersections within Phoenix jurisdiction.

18.10. Phoenix shall own and maintain their pull box and conduit infrastructure installed as part of this Project within Phoenix jurisdiction.

18.11. Phoenix shall coordinate with Tolleson, MCDOT, and ADOT, as required, for access and maintenance where Phoenix fiber is located throughout the Project as well as at the pull box at 91st Avenue and Van Buren Street where Tolleson fiber cable is connected into Phoenix fiber cable in separate splice enclosures.

18.12. Phoenix shall coordinate with Tolleson if Tolleson requires additional services to support the maintenance of fiber connections or splice enclosures along the Project to maintain operational capability consistent with the separate Phoenix/Tolleson Signal Operations IGA.

19. Responsibilities of Tolleson:

19.1. Tolleson shall provide no-cost permits for construction and traffic control to Phoenix for any Project-related work that lies within Tolleson jurisdiction.

19.2. Tolleson will be responsible for their portion of the Project's plan review, approval and will provide staff to review and approve construction of Tolleson's portion.

19.3. Tolleson shall coordinate with the Contractor during construction to provide access to the traffic signal cabinets within Tolleson jurisdiction and provide oversight and inspection for the fiber installation into existing conduit and fiber connection to the traffic signals.

19.4. Tolleson will maintain the Tolleson fiber cable connections to Tolleson traffic signals, pull boxes, and conduit infrastructure housing that fiber cable between the Tolleson pull boxes along 91st Avenue from just south of McDowell Road to south of Pima Street which is just south of Buckeye Road. Tolleson will be responsible for Blue Staking the Tolleson pull boxes within their jurisdiction being used by this Project.

19.5. Tolleson shall not enter another jurisdiction's pull box infrastructure or splice enclosure unless prior authorization is acquired.

- 19.6. Tolleson shall continue to own and maintain the intersections within Tolleson jurisdiction.
 - 19.7. Tolleson shall own and maintain their pull boxes and conduit infrastructure installed as part of this Project within Tolleson jurisdiction and in ADOT jurisdiction, as required.
 - 19.8. Tolleson shall coordinate with Phoenix for access and maintenance of the pull box at 91st Avenue and Van Buren Street where the Phoenix fiber cable is connected into Tolleson fiber cable in separate splice enclosures. Tolleson shall notify ADOT during access to Tolleson infrastructure in ADOT jurisdiction.
 - 19.9. Tolleson shall coordinate with Phoenix if additional services are needed to support the maintenance of fiber connections or splice enclosures along the Project to maintain operational capability consistent with the separate Phoenix/Tolleson Signal Operations IGA.
20. Responsibilities of MCDOT:
- 20.1. MCDOT shall provide no-cost permits for construction and traffic control to Phoenix for any Project-related work that lies within MCDOT jurisdiction.
 - 20.2. MCDOT will be responsible for their portion of the Project's plan review, approval and will provide staff to review and approve construction of MCDOT's portion.
 - 20.3. MCDOT shall coordinate with the Contractor during construction to provide access to the traffic signal cabinet, pull box, and fiber infrastructure at 91st Avenue and Buckeye Road and provide oversight and inspection for the fiber connection to the traffic signal.
 - 20.4. MCDOT will maintain the fiber cable connection, pull boxes, and conduit infrastructure housing that fiber cable at 91st Avenue and Buckeye Road.
 - 20.5. MCDOT shall not enter another jurisdiction's pull box infrastructure or splice enclosure unless prior authorization is acquired.
 - 20.6. MCDOT shall continue to own and maintain the intersection at 91st Avenue and Buckeye Road within Tolleson jurisdiction.
21. Responsibilities of ADOT:
- 21.1. ADOT shall provide no-cost permits for construction and traffic control to Phoenix for any Project-related work that lies within ADOT jurisdiction.
 - 21.2. ADOT will be responsible for their portion of the Project's plan review, approval and will provide staff to review and approve construction within ADOT's jurisdiction.
 - 21.3. ADOT shall coordinate with the Contractor during construction to provide access to the pull boxes within ADOT jurisdiction and provide oversight and inspection for the fiber

installation into existing conduit and fiber connections using existing pull box and conduit infrastructure crossing the I-10.

- 21.4. ADOT will maintain the existing conduit and pull box infrastructure that new fiber cable will be installed for this Project between the Tolleson pull boxes north of I-10 crossing to south of I-10 within ADOT jurisdiction. ADOT will not be responsible for ownership or maintenance of Phoenix fiber cable inside of ADOT conduit or pull box infrastructure. ADOT will be responsible for Blue Staking the ADOT pull boxes within their jurisdiction.
- 21.5. ADOT shall not enter another jurisdiction's pull box infrastructure or splice enclosure unless prior authorization is acquired.
- 21.6. ADOT shall continue to own and maintain the intersections within ADOT jurisdiction.
- 21.7. This agreement will work in concert with IGA 14-0004509 between the City of Phoenix and ADOT which defines how the state and city will work collaborately with one another on ITS projects.

GENERAL TERMS AND CONDITIONS

22. By entering into this Agreement, the City of Phoenix, City of Tolleson, and Maricopa County agree that to the extent permitted by law, the named Cities and the County will indemnify, defend and save the others harmless, including any of the City of Phoenix, City of Tolleson, or Maricopa County's departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying named City or County of any of the provisions of this Agreement, By entering into this Agreement, the City of Phoenix, City of Tolleson, and Maricopa County indemnify each other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any of the named Cities or County, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity include costs, expenses of litigation and reasonable attorney's fees.
23. This Agreement shall become effective as of the date it is approved by all of the Parties and remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties.
24. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.

25. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
- 25.1. Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 25.2. Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the Agreement.
 - 25.3. The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 25.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
26. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
27. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
28. All notices required under this Agreement to be given in writing shall be sent to:

City of Phoenix
Attn: Street Transportation Director
200 West Washington Street, 5th Floor

Phoenix, Arizona 85003

City of Tolleson
Attn: City Engineer
9601 West Jefferson Street
Tolleson, Arizona 85353

Maricopa County
Attn: Transportation Director
2901 West Durango Street
Phoenix, Arizona 85003

Arizona Department of Transportation
Attn: Deputy Director of Engineering and Transportation, Transportation
206 S. 17th Avenue
Phoenix, Arizona 85007

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier

29. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
30. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
31. This Agreement does not grant authority to control another Party's roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
32. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
33. This Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises,

agreements, conditions or understandings, either oral or written} between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

34. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
35. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
36. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
37. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
38. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
39. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
40. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
41. Pursuant to provisions for unavailability of funding under A.R.S. § 35-154, every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of

the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

42. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”
43. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
44. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
45. The Parties shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Parties, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
46. This Agreement may be canceled at any time, so long as the canceling Party provides at least 30 days’ written notice to the other Party. It is understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
47. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
48. This Agreement shall be governed by the laws of the State of Arizona.
49. Unless otherwise lawfully terminated by the Parties, this Agreement expires upon completion and acceptance of the Project and fulfillment of all terms of the Agreement.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF PHOENIX

Approved and Accepted by:

Briana Velez

Dec 1, 2025

Briana Velez, P.E., Street Transportation Director

Date

Attest by:

Denise Archibald

Dec 29, 2025

Denise Archibald, City Clerk

Date



APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

Approved as to form:
Julie M. Kriegh, City Attorney

Karen Stillwell

Dec 16, 2025

Karen L. Stillwell, Assistant Chief Counsel

Date

DJB

CITY OF TOLLESON

Approved and Accepted by:

Juan Rodriguez, Mayor

Date

Attest by:

Crystal Zamora, City Clerk

Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

Justin Pierce, City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

Approved and Accepted by:

Jennifer Toth, Director

Date

Attest by:

Clerk of the Board

Date

APPROVAL OF ATTORNEY GENERAL

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

Assistant Attorney General

CITY COUNCIL REPORT



SUBJECT: Cooperative Purchasing Agreement with Advanced Security Technologies LLC for Security Equipment and Related Services

MEETING DATE: January 27, 2026

TO: Mayor and Council

FROM: George Good , Chief of Social Impact

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Emergency Preparedness Department is requesting approval of a Cooperative Purchasing Agreement between the City of Tolleson and Advanced Security Technologies LLC for the purchase of security equipment and related services, and authorization for the City Manager to execute the Agreement.

BACKGROUND:

The proposed Cooperative Purchasing Agreement is based on a competitively awarded City of Mesa contract that allows for cooperative use by other public agencies. Utilizing cooperative purchasing enables the City to procure needed equipment efficiently while benefiting from pre-negotiated pricing and contract terms.

The Agreement allows the City to obtain security equipment and related services on an as-needed basis to support emergency preparedness, public safety coordination, and critical infrastructure protection.

DISCUSSION:

Under the terms of the Agreement, Advanced Security Technologies LLC may provide security equipment and services to the City on an indefinite quantity, indefinite delivery basis, subject to individual purchase orders approved by the City. The Agreement establishes an annual aggregate spending limit of \$200,000 per fiscal year and will remain in effect through October 20, 2028, unless terminated earlier in accordance with its terms.

The Cooperative Purchasing Agreement with Advanced Security Technologies will enhance security at City-sponsored events by providing professional security services and related equipment as needed. These services will support crowd control, access management, and overall public safety during community events, helping to ensure a safe environment for residents, staff, and visitors. Utilizing a cooperative purchasing agreement allows the City to obtain these services efficiently while complying with procurement requirements.

BUDGET IMPACT:

Any purchases made under this Agreement will be subject to available budget appropriations within the Emergency Preparedness Department. The Agreement establishes a not-to-exceed annual amount of \$200,000 per fiscal year; however, no minimum purchase is required.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement between the City of Tolleson and Advanced Security Technologies LLC, and authorization for the City Manager to execute the Agreement.

ATTACHMENTS:

1. 01 27 26 EP - CPA - Advanced Security Technologies LLC - End Date 10 20 28

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ADVANCED SECURITY TECHNOLOGIES LLC

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

RECITALS

A. After a competitive procurement process, the City of Mesa, an Arizona municipal corporation and Contractor entered into Contract No. 2026008, (the “Cooperative Contract”), for equipment (“Equipment and Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until October 20, 2028 (the “Term”) unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

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

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

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

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

3. Compensation. The City's payments to the Contractor (if any) shall not exceed an aggregate amount of \$200,000.00 for each fiscal year, July 1st through June 30th, for the Equipment and Services at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

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

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the E-verify warranty, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and other supporting evidence relating

to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in the E-verify section. To the extent it is necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

7. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel the Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating a Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

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

9. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative

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

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

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

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

caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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

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

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

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

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

If to Contractor: Advanced Security Technologies LLC
20 East Main Street, Suite 450
Mesa, Arizona 85201
Attn: Larry Horrell

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC
City Attorney

“Contractor”

ADVANCED SECURITY TECHNOLOGIES LLC,
a New Jersey limited liability company

By: _____
Name: _____
Its: _____

DATE

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND

ADVANCED SECURITY TECHNOLOGIES LLC

[Purchase Order]

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

CITY COUNCIL REPORT



SUBJECT: Third Amendment to Cooperative Purchasing Agreement with West Yost & Associates, Inc. for SCADA Program Management and Implementation Services

MEETING DATE: January 27, 2026

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of the Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and West Yost & Associates, Inc. to increase the annual compensation for program management and implementation services related to operationalizing the City's Supervisory Control and Data Acquisition ("SCADA") Master Plan.

BACKGROUND:

On July 10, 2024, the City entered into a Cooperative Purchasing Agreement with West Yost & Associates, Inc., based on a City of Tempe cooperative contract, for program management and implementation services to support the City's Supervisory Control and Data Acquisition ("SCADA") Master Plan. SCADA systems are used to monitor and control water and wastewater infrastructure, including treatment facilities, pump stations, and other critical assets, allowing Utilities staff to operate systems efficiently, reliably, and safely.

As project needs have evolved, the City has determined that additional services are required to continue progress on SCADA-related initiatives.

DISCUSSION:

The Third Amendment increases the annual aggregate compensation from \$200,000 to \$350,000 per fiscal year to accommodate the additional scope of services needed to support the Utilities Department's ongoing SCADA program efforts. These services include program management, coordination, and implementation support for SCADA system upgrades and operational improvements.

All other terms and conditions of the original Agreement remain unchanged. The Agreement will remain in effect through April 20, 2027, unless otherwise terminated in accordance with its terms. The Third Amendment to the Cooperative Purchasing Agreement with West Yost will allow the consultant to perform a comprehensive assessment of the City's water and wastewater operational systems to identify potential vulnerabilities. As an information technology and systems integration firm specializing in the "brains" of water and wastewater operations, West Yost will evaluate existing control, monitoring, and data management systems and provide recommendations to enhance system reliability, cybersecurity, and operational resilience. These services will support the City's ongoing efforts to protect critical infrastructure and ensure the safe and efficient operation of its water and wastewater facilities.

BUDGET IMPACT:

Funding for the increased compensation is included in the Utilities Department's adopted budget. The Amendment establishes a not-to-exceed annual amount of \$350,000 per fiscal year for services, subject to budget appropriation.

RECOMMENDATION:

Staff recommends approval of the Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and West Yost & Associates, Inc., and authorization for the City Manager to execute the Amendment.

ATTACHMENTS:

1. 01 27 26 UT - Third Amendment to CPA - West Yost & Associates, Inc. - End Date 04 20 27

**AMENDMENT NO. 3 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
WEST YOST & ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Third Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and WEST YOST & ASSOCIATES, INC., a California 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 10, 2024 (the “Agreement”) based upon the City of Tempe Contract No. T23-107-01, as amended (collectively, the “Cooperative Contract”), for Contractor to provide Program Management and Implementation Services to Operationalize SCADA Master Plan services (“Services”). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City has determined that additional Services are necessary and desires to increase the compensation paid to Contractor.

AGREEMENT

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

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

3. Compensation Commencing with the fiscal year July 1, 2024~~5~~**5** through June 30, 2025~~6~~**6**, the City’s payments to the Contractor, if any, shall not exceed an aggregate amount of ~~\$200,000.00~~**\$350,000.00** for each fiscal year, for the Services at the rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

2. The parties agree to amend Pierce Coleman PLLC notice address in Paragraph 15 of the Agreement as follows:

With copy to: Pierce Coleman PLLC
~~7730 East Scottsdale Road, Suite 105~~
17851 N. 85th Street, Suite 175
Scottsdale, Arizona ~~85260~~85255
Attn: Justin Pierce, City Attorney

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

4. Non-Default. By executing this Third 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 Third 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 Third Amendment are forever waived.

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

[SIGNATURE APPEAR ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Third 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”

WEST YOST & ASSOCIATES, INC.,
a California corporation

By: _____
Name: _____
Its: _____

DATE

CITY COUNCIL REPORT



SUBJECT: Second Amendment to Cooperative Purchasing Agreement with WACO, LLC for Emergency Pipeline Repair Services

MEETING DATE: January 27, 2026

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of the Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and WACO, LLC to increase the annual compensation for emergency pipeline repair services.

BACKGROUND:

On April 11, 2025, the City entered into a Cooperative Purchasing Agreement with WACO, LLC, based on a City of Scottsdale cooperative contract, to provide emergency pipeline repair services for the City's water and wastewater infrastructure. The cooperative purchasing method allows the City to utilize competitively procured contracts from other public agencies, resulting in efficient procurement and cost-effective pricing.

Emergency pipeline repair services are critical to maintaining the integrity, reliability, and safety of the City's water and wastewater systems, particularly in response to unexpected line failures or infrastructure emergencies.

DISCUSSION:

The Second Amendment increases the annual not-to-exceed compensation amount from \$200,000 to \$350,000 per year to address increased demand for emergency repair services and to ensure adequate contract capacity is available when urgent repairs are required. All other terms and conditions of the original Agreement remain unchanged.

The Second Amendment to the Cooperative Purchasing Agreement with WACO will include major repair services for City equipment, with the contractor available on an on-call basis to respond to repair needs as they arise. Maintaining WACO as an on-call service provider ensures timely repairs that support uninterrupted operations. The City requires multiple on-call vendors to ensure service availability in the event one contractor is unavailable or engaged elsewhere, providing operational redundancy and minimizing potential service delays.

BUDGET IMPACT:

Funding for emergency pipeline repair services is included in the Utilities Department's adopted budget. The Agreement, as amended, establishes a not-to-exceed annual amount of \$350,000 per year, subject to budget appropriation.

RECOMMENDATION:

Staff recommends approval of the Second Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and WACO, LLC for emergency pipeline repair services, and authorization for the City Manager to execute the Amendment.

ATTACHMENTS:

1. 01 27 26 UT - Second Amendment to CPA - WACO

**AMENDMENT NO. 2 TO THE COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
WACO, LLC**

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES (this “Second Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and WACO, LLC, an Arizona limited liability company, (the “Contractor”), (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

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

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

AGREEMENT

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

1. The parties agree to amend Paragraph 3 Compensation of the Agreement, as follows:
 3. Compensation. The City shall pay Contractor for Equipment and Services ordered during the Term, an aggregate amount not to exceed ~~\$200,000.00~~ **\$350,000.00** per year at the rates described in the Cooperative Contract.
2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
3. Non-Default. By executing this Second 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 Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and

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

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

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

DATE

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Contractor”

WACO, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

DATE

CITY COUNCIL REPORT



SUBJECT: Chemical Purchase Agreement with Hill Brothers Chemical Company for Wastewater Treatment Chemicals

MEETING DATE: January 27, 2026

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Chemical Purchase Agreement between the City of Tolleson and Hill Brothers Chemical Company for the purchase of liquid chlorine necessary for wastewater treatment operations.

BACKGROUND:

The City's Wastewater Treatment Plant requires a continuous supply of treatment chemicals to maintain compliance with regulatory requirements and to protect public health and safety. Due to current market conditions, chemical vendors have been unable or unwilling to provide firm pricing for an entire fiscal year, which has limited the City's ability to procure these chemicals through standard procurement processes.

Pursuant to Section 3-5-6 of the Tolleson City Code, the City has determined that this agreement qualifies as an emergency procurement necessary to ensure uninterrupted wastewater treatment operations.

DISCUSSION:

The proposed Agreement allows the City to purchase liquid chlorine (99%) from Hill Brothers Chemical Company for use at the Wastewater Treatment Plant. The Agreement establishes delivery requirements, waste acceptance standards, and compliance with applicable regulatory and safety requirements.

The Agreement has an initial term through June 30, 2027, with the option to renew for up to three additional one-year terms, subject to City approval and budget appropriation. The Agreement establishes a not-to-exceed amount of \$250,000 per fiscal year and does not obligate the City to purchase a minimum quantity of chemicals.

The Chemical Purchase Agreement with Hill Brothers Chemical Company provides for the purchase of liquid bleach used during shutdowns of the Palo Verde Nuclear Generating Station when the City is placed on standby. The liquid bleach is necessary to disinfect the water system and support odor control within the wastewater system during these periods. Maintaining an available supply of this chemical ensures compliance with operational and regulatory requirements and supports the continued protection of public health and system reliability.

BUDGET IMPACT:

Funding for the purchase of wastewater treatment chemicals is included in the Utilities Department's adopted budget. The Agreement establishes a not-to-exceed amount of \$250,000 per fiscal year, subject to annual budget appropriation.

RECOMMENDATION:

Staff recommends approval of the Chemical Purchase Agreement between the City of Tolleson and Hill Brothers Chemical Company for the purchase of liquid chlorine for wastewater treatment operations, and authorization for the City Manager to execute the Agreement.

ATTACHMENTS:

None

**PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
HILL BROTHERS CHEMICAL COMPANY**

THIS PURCHASE AGREEMENT (this “Agreement”) is between the City of Tolleson, an Arizona municipal corporation (the “City”) and Hill Brothers Chemical Company, a California corporation (the “Vendor”) (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below (the “Effective Date”).

RECITALS

A. The City desires to purchase liquid chlorine (99%) (the “Chemical”) for use in wastewater treatment. The City has been unable to purchase the Chemical for its wastewater treatment plant.

B. Pursuant to Section 3-5-6 of the Tolleson City Code, the City has determined that an agreement with Vendor is an emergency procurement for purchase of the Chemical for the City’s Wastewater Treatment Plant, and is necessary to protect the public’s health, welfare and safety, and procurement challenges makes compliance with established procurement processes impracticable, unnecessary, or contrary to the public interest.

C. The need for emergency procurement for the Chemical shall be described in Exhibit A, which is necessary to satisfy the City’s emergency need.

D. The City desires to enter into an Agreement with the Vendor for the Chemical.

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 Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective from last date signed below June 30, 2027 (the “Initial Term”), unless terminated as otherwise provided herein. After the expiration of the Initial Term, this Agreement may be renewed for up to three (3) successive one-year terms (each a “Renewal Term”) if (A) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (C) the City approves the additional one-year term in writing (including any price adjustments), as evidenced by the

City Manager's signature thereon, which approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided however, that the City may, at its discretion and with the agreement of the awarded Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect. By consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Purchase of Chemicals. This is an indefinite quantity and indefinite delivery Agreement for Chemicals. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Chemical to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, Chemical order or other form of written agreement describing the Chemical to be delivered (each, a "Chemical Order"). Each Chemical Order shall (i) contain a reference to this Agreement. A Chemical Order submitted without referencing this Agreement will be subject to rejection. Vendor acknowledges and agrees that a Chemical Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect.

2.1 Inspection; Acceptance. Chemicals are subject to final inspection and acceptance by the City. Chemicals failing to conform to the requirements of this Agreement will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Chemicals, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the nonconformance or (ii) bring Chemicals into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Packing. No extra charges shall be made for packaging or packing Chemical unless authority is expressly incorporated into the Chemical Order. Vendor shall be responsible for safe packing that conforms to the requirement of carrier's tariffs. All shipments must carry the correct quantity, including clear identification of individual

components of a multi-part shipment (i.e. 1 of 4, 2 of 4, etc.), product identification, Chemicals Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay.

2.3 Deliveries. Time is of the essence. Chemicals and equipment are for delivery not later than 30 days after receipt of a Chemical Order. The City reserves the right to cancel and reject the goods upon default by Vendor in time, rate or manner of delivery. The City also reserves the right to refuse shipments made in advance of the receipt of the Chemical Order. Vendor shall make deliveries inside to the location designated by the City.

2.4 Quantity. The quantity of goods ordered must not be exceeded or reduced without the City's permission, in writing, except in conformity with acknowledged industry tolerances. The City reserves the right to adjust the quantities as necessary to meet its needs.

2.5 Freight. Unless otherwise agreed to in writing, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice. Vendor shall retain title and control of the goods until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the goods and shall assist the Vendor in arranging for inspection. Vendor must be notified of any damage within 30 days of delivery.

2.6 Shipment Under Reservation Prohibited. Vendor is not authorized to ship goods under reservation, and no tender of a bill of lading will operate as a tender of the goods. The City shall only be obligated to pay for goods actually received, unless prior payment has been specifically approved, in writing prior to shipment, by the City Procurement Officer or authorized designee.

2.7 Federal Tax Exemption. As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.

2.8 Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of: (A) any other provisions of this Agreement or (B) that condition for subsequent shipments.

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

3. Compensation. City's payments to the Vendor, if any, shall not exceed an aggregate amount of \$250,000.00 for each fiscal year, for the Chemical 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).

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Chemicals, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and (ii) document and itemize all Chemicals delivered and accepted to date. The invoice statement shall include a record of Chemicals delivered in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement will be subject to rejection and may be returned.

5. Price Warranty. Vendor shall notify and give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to the specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.

6. Quality Warranty. The standard manufacturer's warranty will apply to the goods purchased under this Agreement. In addition, Vendor expressly warrants that all goods furnished under this Agreement shall conform to the specifications, appropriate standards, and shall be new and free from defects in chemical or workmanship. Vendor warrants that all such goods shall conform to any statements made on the cylinders or labels or advertisements for such goods and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods of that kind are normally used. If Vendor knows or has reason to know the particular purpose for which City intends to use the goods, Vendor warrants that goods furnished will conform in all respect to samples. Inspection, testing, acceptance or use of the goods furnished hereunder shall not affect the Vendor's obligation under this warranty, and such warranties shall survive inspection, testing, acceptance and use. Vendor's warranty shall run to City, its successors, and assigns. Vendor shall comply with all industry standard quality standards.

7. Indemnification. To the fullest extent permitted by law, Vendor further agrees to indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the delivery of goods in the performance of this Agreement, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product purchased under this Agreement and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in chemical or workmanship.

8. Termination; Cancellation.

8.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

8.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event

of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

8.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Vendor to any other party of this Agreement with respect to the subject matter of this Agreement.

8.4 Gratuities. The City may, by written notice to the Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

8.5 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Vendor shall be relieved of any subsequent obligation under this Agreement.

9. Miscellaneous.

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

9.2 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Vendor.

9.3 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

9.4 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

9.5 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

9.6 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

9.7 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party

reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.8 Liens. All chemicals or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

9.9 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Vendor any amounts Vendor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

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

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

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

If to Vendor: Hill Brothers Chemical Company
3000 E. Birch St. Ste. 108
Brea, California 92821
Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall

be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9.11 Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

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

9.13 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Proposal, any City-approved invoices, and the RFP, the documents shall govern in the order listed herein.

9.14 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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

9.16 Survival. The obligations of Vendor under this Section shall survive the termination of the Agreement.

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Vendor”

HILL BROTHERS CHEMICAL COMPANY,
a California corporation

By: _____
Name: _____
Title: _____

Date

EXHIBIT A
TO
PURCHASE AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
HILL BROTHERS CHEMICAL COMPANY

CITY COUNCIL REPORT



SUBJECT: Intergovernmental Agreement with the City of Goodyear for Acceptance and Management of Collection System Waste

MEETING DATE: January 27, 2026

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of Resolution No. 2631, approving an Intergovernmental Agreement (“IGA”) between the City of Tolleson and the City of Goodyear for the acceptance and management of collection system waste, and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The City of Tolleson owns and operates a wastewater treatment plant (“WWTP”) that includes designated drying beds and receiving facilities suitable for the handling and disposal of collection system waste. The City of Goodyear operates a municipal wastewater collection system that periodically generates lift station waste, debris, and solids from routine maintenance, line cleaning, and emergency operations that require proper disposal.

State law authorizes municipalities to enter into intergovernmental agreements for the joint exercise of powers common to each agency. This IGA establishes a formal framework under which Tolleson may accept collection system waste generated by Goodyear at Tolleson’s wastewater treatment facilities.

DISCUSSION:

Under the terms of the IGA, Goodyear will transport eligible non-hazardous collection system waste to Tolleson’s designated wastewater treatment facility drying beds for disposal. The Agreement establishes waste acceptance criteria, delivery procedures, safety requirements, documentation standards, and inspection rights to ensure regulatory compliance and operational safety.

Goodyear will compensate Tolleson for handling, drying, and disposal services at a rate equal to the greater of \$75 per ton or Tolleson’s published fee schedule, as amended. The Agreement includes provisions for reimbursement of additional costs should Tolleson incur expenses related to cleanup, remediation, or damage caused by Goodyear’s waste deliveries.

The Agreement has an initial term of one (1) year, with the option to extend by mutual written agreement, and may be terminated by either party with thirty (30) days’ written notice. The Agreement also allows Tolleson to immediately suspend or terminate waste acceptance for violations of material terms, including non-payment or delivery of unauthorized waste.

Approval of this Agreement provides an operational benefit to the City by generating revenue through use of existing facilities while maintaining appropriate safeguards to protect Tolleson's infrastructure, staff, and regulatory obligations.

BUDGET IMPACT:

There is no adverse fiscal impact associated with approval of this Resolution. The Agreement establishes a cost-recovery fee structure under which the City of Goodyear compensates the City of Tolleson for waste handling and disposal services. Any additional costs incurred by Tolleson as a result of Goodyear's waste deliveries are reimbursable under the Agreement.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2631, approving the Intergovernmental Agreement between the City of Tolleson and the City of Goodyear for the acceptance and management of collection system waste, and authorizing the City Manager to execute the Agreement.

ATTACHMENTS:

1. Res 2631 City of Goodyear IGA for Management of Collection System Waste 01 27 26

RESOLUTION NO. 2631

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE CITY OF GOODYEAR FOR THE ACCEPTANCE AND MANAGEMENT OF COLLECTION SYSTEM WASTE, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING THAT THE AGREEMENT SHALL BE EFFECTIVE UPON ITS EXECUTION.

WHEREAS, A.R.S. § 11-951 et seq. authorizes public agencies to enter into intergovernmental agreements for the joint exercise of powers common to the contracting parties; and

WHEREAS, the City of Tolleson owns and operates a wastewater treatment plant with designated drying beds and facilities suitable for the acceptance and management of collection system waste; and

WHEREAS, the City of Goodyear operates a municipal wastewater collection system and desires to dispose of collection system waste at Tolleson’s wastewater treatment facility under mutually agreed upon terms and conditions; and

WHEREAS, the Mayor and Council find that entering into this Intergovernmental Agreement is in the best interests of the City of Tolleson and serves a valid public purpose.

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

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

Section 2. The Intergovernmental Agreement between the City of Tolleson and the City of Goodyear for the acceptance and management of collection system waste is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 27th day of January, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2631

[Intergovernmental Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT FOR ACCEPTANCE AND MANAGEMENT OF
COLLECTION SYSTEM WASTE
BETWEEN
THE CITY OF TOLLESON
AND
THE CITY OF GOODYEAR

THIS INTERGOVERNMENTAL AGREEMENT FOR ACCEPTANCE AND MANAGEMENT OF COLLECTION SYSTEM WASTE (“Agreement”) is entered into as of January __14__, 2026, by and between the City of Tolleson, an Arizona municipal corporation (“Tolleson”), and the City of Goodyear, an Arizona municipal corporation (“Goodyear”). Tolleson and Goodyear may each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, A.R.S. § 11-951 et seq. authorizes public agencies to enter into intergovernmental agreements for the joint exercise of powers common to each; and

B. WHEREAS, Tolleson owns and operates a wastewater treatment plant (“WWTP”) that includes designated drying beds and receiving facilities suitable for the handling and disposal of collection system waste; and

C. WHEREAS, Goodyear operates a municipal wastewater collection system that periodically requires removal and disposal of lift station waste, debris, and solids resulting from cleaning, maintenance, and emergency operations; and

D. WHEREAS, Goodyear desires to transport and dispose of such collection system waste at Tolleson’s WWTP drying beds, and Tolleson agrees to accept and manage such waste subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to establish the terms under which Tolleson will receive, manage, and dispose of collection system waste generated by Goodyear’s wastewater collection system, including waste from lift stations, vacuum truck operations, and line cleaning activities, and to define the associated costs, procedures, and responsibilities of each Party.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1 “Collection Waste” means material consisting of solids, grit, and debris removed from Goodyear’s lift stations, wet wells, and sanitary collection lines.

2.2 “Receiving Facility” means the Tolleson Wastewater Treatment Facility and associated drying beds designated for waste drop-off.

2.3 “Drying Beds” means Tolleson’s approved sludge drying areas used for dewatering and solids management.

3. Acceptance and Disposal Procedures.

3.1 *Designated Facility.* Goodyear shall deliver all Collection Waste to Tolleson’s designated drying bed site located at 9501 West Pima Road.

3.2 *Scheduling.* Waste deliveries shall occur only during Tolleson’s normal and designated operating hours, unless otherwise authorized in writing by Tolleson’s Utilities Director or designee.

3.3 *Waste Acceptance Criteria.* Tolleson will accept only decanted non-hazardous domestic wastewater residuals. Any waste suspected to contain hazardous substances, industrial discharge, or other prohibited material may be rejected at Tolleson’s sole discretion.

3.4 *Documentation.* Goodyear shall provide a disposal manifest or equivalent documentation for each delivery, identifying the source location, date, type of waste, and vehicle identification.

3.5 *Inspection Rights.* Tolleson reserves the right to inspect, sample, and test any waste material delivered for compliance with acceptance standards.

3.6 *Site Cleanliness and Safety.* Goodyear personnel shall comply with all site safety procedures established by Tolleson including initial site safety video. Goodyear shall ensure the dumping area is left clean, orderly, and free of hazards after each use.

4. Costs and Payment.

4.1 *Disposal Fees.* Goodyear shall compensate Tolleson for the costs incurred in handling, drying, and disposing of the waste. The rate shall be the greater of \$75.00 per ton or Tolleson’s published fee schedule, as amended from time to time.

4.2 *Additional Costs.* If Tolleson incurs additional costs for cleaning, remediation, or repair of drying beds, piping, or equipment caused by Goodyear’s waste deliveries as described in more detail in Section 7 below, Goodyear shall reimburse Tolleson for those costs within thirty (30) days of written notification.

4.3 *Billing.* Tolleson shall issue invoices monthly, detailing quantities, dates of delivery, and total costs. Late payments shall accrue interest at the rate permitted by A.R.S. § 44-1201.

5. Tolleson Responsibilities. Tolleson shall provide and maintain access to designated drying beds for waste delivery. Tolleson shall manage dewatering, solids drying, and ultimate disposal in accordance with ADEQ and EPA regulations. Tolleson shall maintain records of all waste deliveries, including quantities and associated costs, and shall provide Goodyear with reasonable notice of any changes in operational conditions or disposal capacity.

6. Goodyear Responsibilities. Goodyear shall ensure that all waste delivered is non-hazardous and originates solely from Goodyear's municipal collection system. Goodyear shall transport waste using properly licensed vehicles and personnel in compliance with all applicable regulations. Goodyear shall notify Tolleson of anticipated delivery schedules and any significant increases in volume. Goodyear shall maintain the dump station area and drying beds in a clean and safe condition after each use. Goodyear shall promptly pay all invoices and reimburse any additional costs as specified in Section 4.

7. Cleaning, Remediation, and Damage. If Tolleson determines that waste delivered by Goodyear causes equipment damage, contamination, or excessive buildup requiring cleaning or remediation, Tolleson will notify Goodyear in writing. Goodyear shall be responsible for all reasonable costs of cleanup, restoration, or disposal associated with the incident. Any accidents, spills, or property damage occurring during deliveries shall be reported immediately to Tolleson staff, and cleanup shall be performed under Tolleson supervision at Goodyear's expense.

8. Term and Termination.

8.1 *Term.* This Agreement shall commence upon execution and remain in effect for one (1) year with the option to extend if both Parties agree in writing, unless terminated earlier as provided below.

8.2 *Termination for Convenience.* Either Party may terminate this Agreement upon thirty (30) days' written notice.

8.3 *Termination for Cause.* Tolleson may immediately suspend or terminate waste acceptance if Goodyear violates any material term, including non-payment, delivery of unauthorized waste, or safety violations.

9. Recordkeeping and Reporting. Both Parties shall maintain appropriate records of waste deliveries, quantities, and related transactions for at least three (3) years, and shall make such records available upon reasonable request or audit.

10. Indemnification. Goodyear shall indemnify, defend, and hold harmless Tolleson, its officers, employees, and agents from any and all claims, damages, or liabilities arising from

Goodyear's acts or omissions under this Agreement, including but not limited to the delivery, handling, or disposal of Collection Waste that is hazardous, non-compliant, or otherwise in violation of this Agreement. Tolleson shall indemnify, defend, and hold harmless Goodyear, its officers, employees, and agents from any and all claims, damages, or liabilities arising from Tolleson's acts or omissions in the performance of this Agreement, to the extent permitted by law.

11. Insurance. Each Party shall maintain insurance or self-insurance coverage sufficient to cover its liabilities under this Agreement in accordance with standard municipal practice. Goodyear's coverage shall include, at a minimum, liability for damages, cleanup, or remediation arising from the delivery, handling, or disposal of Collection Waste.

12. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and any action arising hereunder shall be filed in Maricopa County Superior Court.

13. Miscellaneous. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether written or oral. Any amendment to this Agreement must be in writing and executed by authorized representatives of both Parties. Nothing in this Agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between the Parties. Each Party represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

14. Contacts.

14.1 *City of Goodyear*

Primary Contact: Jose Saldana – (480) 433-1423 – jose.saldana@goodyearaz.gov
Secondary Contact: Pilar Avila – (623) 606-4759 – pilar.avila@goodyearaz.gov

14.2 *City of Tolleson*

Primary Contact: Robert Shirey – (480) 313-8999 – Robert.shirey@tolleson.az.gov

Secondary Contact: Shift Operator – (602) 796-2637

“Tolleson”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC
City Attorney

“Goodyear”

CITY OF GOODYEAR,
an Arizona municipal corporation

Wynette Reed, City Manager

Date

ATTEST:

Jasmine Pericano, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

CITY COUNCIL REPORT



SUBJECT: Discussion on possible election for a Permanent Base Adjustment

MEETING DATE: January 27, 2026

TO: Mayor and Council

FROM: Kevin Artz, Chief Financial Officer

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Tolleson Finance Department is seeking direction from City Council on submitting a Permanent Base Adjustment to the City of Tolleson voters.

BACKGROUND:

The Arizona State Constitution and Arizona Revised Statutes impose an expenditure limitation on every City and Town in the State. The state-imposed limitation uses expenditures of local revenues from Fiscal Year 1979-80 as a baseline. Each year, the Economic Estimates Commission (EEC) adjusts baseline expenditures based on a standard inflation rate and the population growth in the community to establish a new expenditure limitation. Certain revenues are specifically excluded from the state-imposed expenditure limitation. For example, revenues received from the issuance of bonds, revenues received from interest or dividends, revenue from Federal grants, and intergovernmental revenue already subject to another entity's expenditure limitation, are all exempt from the expenditure limit. If the state-imposed limitation does not allow for the expenditure of sufficient local funds (less the exemptions listed above), State law provides four options to potentially solve this problem:

- Alternative expenditure limitation (local home rule option)
- A permanent base adjustment
- A capital projects accumulation fund
- A one-time override

All the options require voter approval. If none of the options are approved by the voters, the state-imposed limitation will apply.

Home rule option

The home rule option allows the City to adopt its own "alternative" expenditure limitation and sets the limit at its adopted budget. In other words, it allows the City to establish its own expenditure limitation without being subject to the state-imposed limitation. It also significantly reduces the City's reporting burden to the State. Home rule must be approved by the voters and is good for a period of four years. Renewal of home rule must be re-approved by the voters every four years.

Permanent Base adjustment option

A permanent base adjustment modifies the expenditure limitation base from 1979-80. The permanent adjustment allows the City to increase the base expenditures from 1979-80 and calculates the impact of the population and inflation factor on that new base. This results in an increase of the current and future year's expenditure limitations. The reporting requirements for the City are more significant than under the Home Rule option. As the name indicates, the adjustment is permanent and requires the approval of the voters one time.

Capital projects accumulation fund option

A capital project accumulation fund allows the City to exclude funds accumulated to pay for specific capital projects. This option is useful for Cities where the State-imposed limitation is adequate for operating costs, but not for capital outlay costs. A capital projects accumulation fund and the specific projects must be approved by the voters. If new projects are identified by the City, this would require voter approval for the new projects.

One-time override option

Any City may exceed its State-imposed limitation by a one-time override. This override is effective for one year, and does not affect the expenditure limitation base. The override must be approved by the voters and is good for one year.

DISCUSSION:

In 2024, Tolleson voters adopted an alternative expenditure limitation – Home Rule option (first approved in 1980 with ten subsequent extensions). The current Home Rule option expires at the end of Fiscal Year 2028-2029. The Home Rule option must be approved by the voters every four years.

A permanent base adjustment provides more stability for city services than the Home Rule option. With a Permanent Base adjustment, the expenditure base from 1979-80 is permanently modified and does not require approval every four years. There is also a potential reduction of election costs with a Permanent Base adjustment.

If Council would like to proceed with an election for a Permanent Base adjustment, staff recommends placing the item on the 2026 election ballot and not waiting for the 2028 election. If the Permanent Base adjustment fails in the 2026 election, the City would still be on the Home Rule option until 2029, and would place the extension of the Home Rule option on the 2028 ballot. If the Permanent Base adjustment passes in 2026, there would be no need for future Home Rule elections.

BUDGET IMPACT:

RECOMMENDATION:

Staff recommends that Council direct staff to proceed with the Permanent Base adjustment option for the 2026 election.

ATTACHMENTS:

1. 01 27 26 Permanent Base Adjustment - Chief Financial Officer Artz



PERMANENT BASE ADJUSTMENT DISCUSSION

January 27, 2026



BACKGROUND

- Arizona Constitution and Arizona Revised Statutes impose an expenditure limitation on every City and Town in the State.
 - Baseline expenditures from FY 1979-80
- State Economic Estimates Commission adjusts limitation each year
 - Standard inflation rate
 - Population growth

BACKGROUND

- Budget 1979/80 \$966,494
- Population (1978) 4,190
- Population (2025) 7,400
 - Population growth $7400/4190=1.7661$
 - Inflation growth 3.6712
- 2026-27 Exp Limitation $\$966,494 \times 1.7661 \times 3.6712 = \underline{\$6,266,463}$



BACKGROUND

- Alternative options to the State-imposed limit
 - Home Rule
 - Permanent Base Adjustment
 - Capital Projects Accumulation Fund
 - One-Time override
- Expenditures from certain revenue sources are excluded from the expenditure limitation
 - Bond proceeds
 - Interest income
 - Grants
 - Intergovernmental revenues



WHY DOESN'T THE STATE-IMPOSED LIMITATION WORK IN TOLLESON?

- Assumes the 1979/80 budget provided sufficient service levels
 - Volunteer Fire Department
 - Regional WWTP
 - Senior Center, Library, Aquatic Center
- Does not account for new revenue sources
 - Additional Wastewater revenues
 - Increases in sales tax rates
 - E-Commerce Revenue
- Does not account for increases in commercial activity
 - Growth factor covers population and average inflation – not revenue growth
 - Regional shopping destination



HOME RULE OPTION

- Allows City to set alternative expenditure limitation at adopted budget amount
- Local control
- Home Rule option has been in place for 40 years
- Must be approved by the voters
- Approval required every 4 years

PERMANENT BASE ADJUSTMENT OPTION

- Permanent base adjustment modifies the expenditure base from 1979-80
- One-time approval by the voters
- Reduction of election costs and staff time every 4 years
- Provides stability to service levels
- $35,000,000 \times 1.7661 \times 3.6712 = \$226,929,721$



RECOMMENDATION

- Staff recommends that Council provide direction to move forward with a Permanent Base Adjustment election for 2026.

ESTIMATED STATE-IMPOSED LIMITATION

Fiscal Year	1979-80 Base Limit	x	Population Factor	x	Inflation Factor (Nov-2023 Memo)	=	Projected State-Imposed Expenditure Limitation	+	Estimated Exclusions	=	Total Expenditures Under State-Imposed Limit
2025-2026	\$966,494	x	1.7475	x	3.5392	=	\$5,977,526	+	\$29,000,000	=	\$34,977,526
2026-2027	\$966,494	x	1.7661	x	3.6712	=	\$6,266,463	+	\$19,000,000	=	\$25,266,463
2027-2028	\$966,494	x	1.8138	x	3.7559	=	\$6,584,193	+	\$44,500,000	=	\$51,084,193
2028-2029	\$966,494	x	1.8377	x	3.8340	=	\$6,809,667	+	\$23,500,000	=	\$30,309,667

TOLLESON FIRE DEPARTMENT MONTHLY REPORT

2025

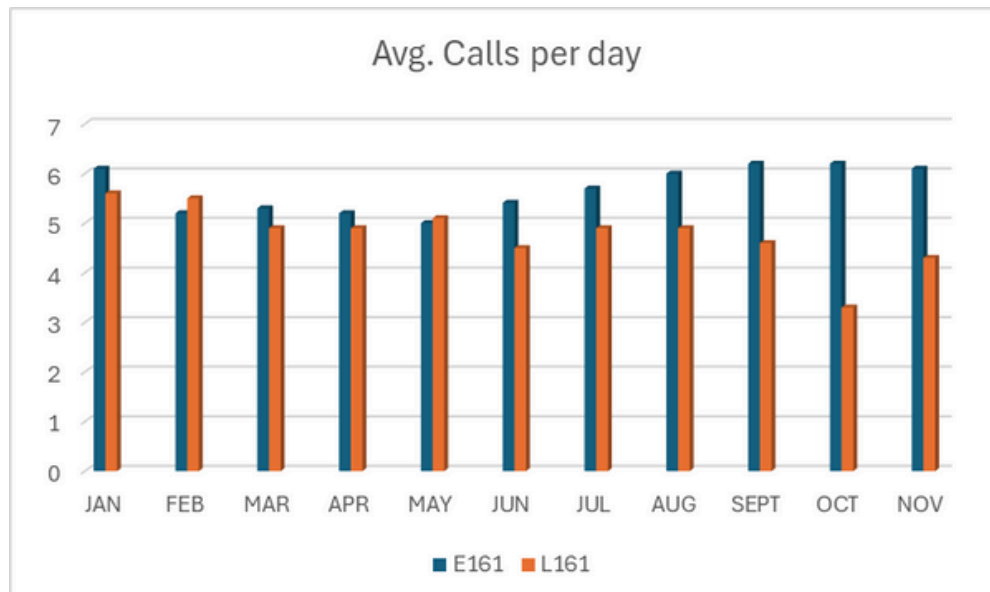
NOVEMBER



OPERATIONS

November Call Volume

For November, Engine 161 responded to 183 calls, averaging 6.1 calls per day. Ladder/LT161 responded to a combined total of 130 calls, averaging 4.3 calls per day. On days when adequate staffing could not be secured, a 2–3-person Low Acuity (LA) Unit was placed into service. The LA Unit is designed to manage lower-acuity incidents within the City of Tolleson, ensuring Engine 161 remains available for higher-priority emergencies when full ladder staffing is not achievable. The LA Unit was in service 5 days during November.



OPERATIONS

Personnel (as of 12/01/2025)

FTEs

- o Firefighters – 14 / 1 vacant
 - § 8 Firefighters in the field, 6 recruits graduate 12/17/2025
 - § 1 applicant in pre-hire, expected to start Jan 2026
- o Engineers – 7 / 0 vacant
- o Captains – 6 / 0 vacant
- o Battalion Chiefs – 2 / 1 vacant
 - § 1 applicant in pre-hire, expected to start Jan 2026

- Hosted EMT refresher course for Fire Department EMTs at the station. The training ensured compliance with state and national certification requirements and reinforced critical lifesaving skills. 100% of the members in attendance successfully recertified as EMTs.
- Completed the final stage of the Fire Cadet selection process with a physical skills combine held at Veterans Park. The event evaluated candidates on physical fitness and endurance. Six new Fire Cadets were selected.
- The final round of Battalion Chief interviews was conducted by a formal interview panel consisting of Rudy Mendoza, Public Safety Director; Michael Young, Fire Chief; and Jack Garrison, Deputy Fire Chief. Upon completion of the process, a job offer was extended to Will Burner.
- Employees hired in 2025 attended the Police Department's Situational Awareness Training, if they had not already done so. This training equips new employees with critical skills in threat recognition, personal safety, and decision-making in high-stress environments.

FIRE PREVENTION

- **Inspections:** 10
- **Fire and Special Hazard Investigations**
 - Fire alarm 495 S 107th Ave (pull station pulled)
 - Fire alarm activation 105 and 104 S 84th Ave (Investigation of why no alarms were activated to warn employees)
 - Fire Alarm Activation Albertsons (pump failure)
 - Vehicle fire Manheim Auto Auction
 - Fire Alarm Duo Bag (Hail damage)
 - Debris fire 8716 W. Corky Obrian Dr.
 - Alley Fire 206 S. 93rd Ave
- **Plans reviews, new builds & Hydrant Flow Tests**
 - The Waverly 99th and Wolverine
- **Records request:** 12
- **Special Hazards**
 - 500 N 99th Ave (Kroger Ammonia Project)
 - Taylor Farms' Ammonia delivered for new system
 - TUHS Fireworks use
- **Training and Drills**
 - Bay State Milling Emergency Evacuation
 - CarFit Certification Course
 - Desert Southwest CRR Conference
 - BLS Refresher Course
 - PFD Fire Prevention 4th Quarter Training

FIRE PREVENTION

- **Special Project**
 - ADOSH Fire Department Inspection
 - (GIS) special hazards preplan project.
 - Safety Steering Committee
- **Community Programs and Events**
 - Car seat checks 4
 - Volunteer hours 4

DECEMBER EVENTS

- **Banner End of Year Celebration**
- **Luces de Navidad Parade**
- **Academy 25-3 Family Night**
- **Academy 25-3 Graduation**
- **Senior Center Celebration**
- **Toy Drive**

TOLLESON FIRE DEPARTMENT MONTHLY REPORT

2025

DECEMBER

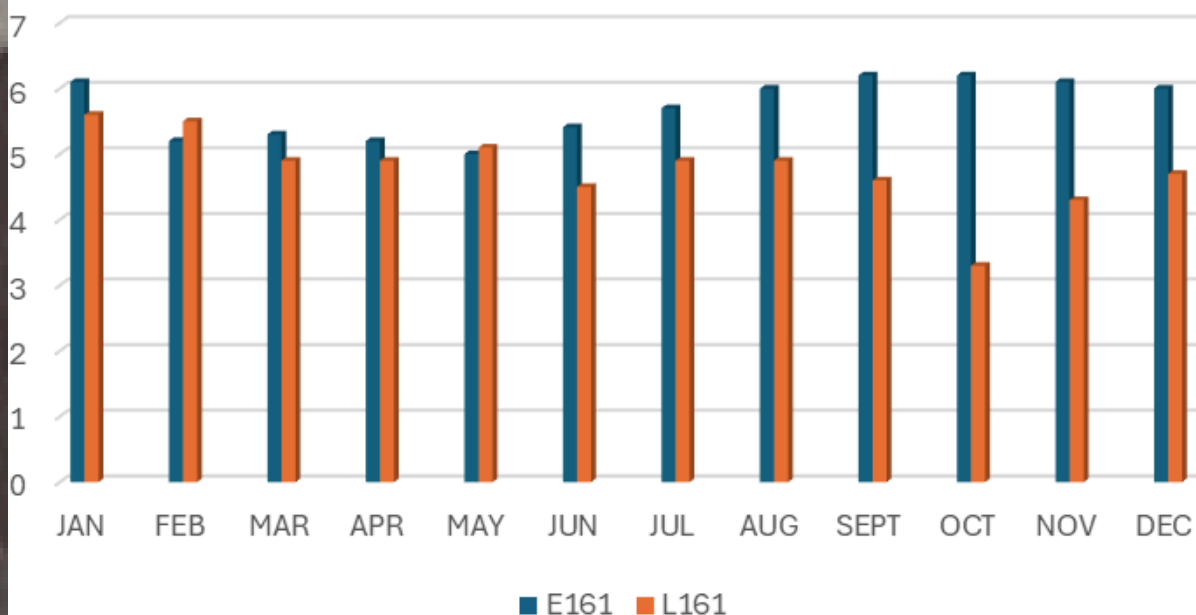


OPERATIONS

December Call Volume

For December, Engine 161 responded to 186 calls, averaging 6 calls per day. Ladder/LT161 responded to a combined total of 145 calls, averaging 4.7 calls per day. On days when adequate staffing could not be secured, a 2–3-person Low Acuity (LA) Unit was placed into service. The LA Unit is designed to manage lower-acuity incidents within the City of Tolleson, ensuring Engine 161 remains available for higher-priority emergencies when full ladder staffing is not achievable. The LA Unit was in service 2 days during December.

Average Calls Per Day



OPERATIONS

Personnel (as of 12/31/2025)

FTEs

- o Firefighters – 13 / 2 vacant
 - § Firefighter Recruit expected to start 01/05/2026
 - § FF Valerie Quintero resigned effective 12/31/2025
- o Engineers – 7 / 0 vacant
- o Captains – 6 / 0 vacant
- o Battalion Chiefs – 2 / 1 vacant
 - § New Battalion Chief starting 01/26/2026

- Six recruits graduated from the fire academy on December 19, 2025. Firefighters Gabriel Arroyos, Caiden Camuti, Eduardo Esquivel, Matt Foery, Dylan Hoyt, and Anthony Rubinov started in the field the week of December 22, 2025.



OPERATIONS

- The new-hire physical and onboarding process was completed for new Firefighter Recruit Adrian Topete, who is scheduled to start the next training academy on January 12, 2026.
- Received 22 new Scott Air-Pak X3 Pro Self-Contained Breathing Apparatus (SCBA), along with 44 new air bottles, 48 standard masks, and 12 masks equipped with Radio Direct Interface. These were approved by Council last year and are greatly appreciated as they have a direct impact on firefighter safety on the fireground.



OPERATIONS

- Several crews were able to attend live fire training at the Buckeye training facility, providing Tolleson firefighters with hands-on experience in realistic fire conditions.
- Our ladder crews spent time at the Glendale training center working on aerial deployment and getting more familiar with different operational scenarios.
- Several Tolleson paramedics attended their biennial recertification class held over multiple days in the Tolleson Fire conference room, and achieved a 100% pass rate.
- Delegates from the Tohono O'odham Nation stopped by the station on December 22, 2025 to visit with our crews and drop off a cake for Christmas. They spent time talking with our firefighters and were then given a tour of the station.



OPERATIONS

- Firefighters attended Banner Estrella's end-of-the-year celebration luncheon. Our department was the only fire department recognized for exemplary performance and patient care in 2025. They also highlighted Engineer Kassie Gilman for extraordinary work as our EMS Manager, as well as Ladder 161 B-shift, as part of their internal "Good Catch" program after the crew completed a thorough patient assessment on an incident and identified a stroke, even though the signs and symptoms weren't obvious. Banner specifically highlighted the crew's strong communication and teamwork, and how this directly contributed to a better patient outcome. Other employees recognized were Danny Hayes, Sean Lucas, Jeremy Payne, and Aj Nickens.



OPERATIONS

- Tolleson Fire Department, along with the Tolleson Police Department, both attended the Tree Lighting Ceremony as well as set up tables to interact with the community.



- Each Tolleson Fire Department employee personally sponsored one family, totaling 27 sponsored families. The majority of toys and gifts were purchased directly by employees. In addition, the department worked with Banner Estrella Hospital, Home Depot, and Amazon to supplement donations to ensure that every child received ample gifts to open on Christmas morning. Banner Estrella Hospital also sponsored Christmas food boxes for all 27 families.



FIRE PREVENTION

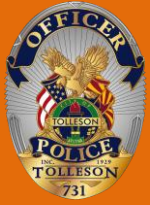
- **Inspections:** 10
- **Fire and Special Hazard Investigations**
 - Fire alarm 495 S 107th Ave (pull station pulled)
 - Fire alarm 9600 Buckeye Southwest Baking Sprinkler activation
 - Co2 leak 790 S 75th Ave SK Foods
 - Fire alarm 501 S 107th Ave Tyson Foods Water Pump Activation
 - Hazardous Situation 409 S 104th Ave PepsiCo Lithium Battery Fire
 - Structure Fire 8302 W Buckeye QT Fire by kitchen area
 - Water Flow Alarm 611 S 80th Ave Sysco Foods fire sprinkler hit
- **Plans reviews, new builds & Hydrant Flow Tests**
 - Fry's Expansion project
 - The Waverly 99th and Wolverine
- **Records request:** 5
- **Special Hazards**
 - 500 N 99th Ave (Kroger Ammonia Project)
 - Taylor Farms' Ammonia delivered for new system
 - TUHS Fireworks use

FIRE PREVENTION

- **Special Project**
 - ADOSH Fire Department Inspection
 - (GIS) special hazards preplan project.
 - Safety Steering Committee
- **Community Programs and Events**
 - Car seat checks 4
 - Volunteer hours 6

JANUARY EVENTS

- **Ribbon Cutting - Cafecito Coffee House**
- **Community Risk Reduction Proclamation**
- **Fire Academy Opening Ceremonies**
- **Training for New Scott SCBAs**
- **Story time with the Fire Department (Library)**
- **City's Service Award Luncheon**



Tolleson Police Department

Monthly Report | November 2025



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Mission, Values, and Staffing

Mission of the Tolleson Police Department

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

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

Be Nice

Dedicated to Service

Committed to Teamwork

Pride in Everything We Do

Uncompromising Integrity

Fair & Equitable Practices

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

Total Staffing Summary Current		
Total Authorized Sworn		39
Current Operating Sworn		31
Officers in FTO Training		2
Police Recruits		5
Vacancies		1
Total Authorized Non-Sworn		27
Current Operating Non-Sworn		26
Total Authorized PD Positions		66
Sworn Staffing by Assignment		
Assignment	Assigned	Assignment Vacancies
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	16	2
Investigations Detective	3	1
Community Action Team	1	1
Traffic Enforcement Officer	2	0
School Resource Officer	1	0
Civic Center Officer	1	0
Police Recruit	5	N/A
Total	38	4
Non-Sworn Staffing		
Assignment	Assigned	Assignment Vacancies
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	15	1
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
Total	26	1



Persons, Property, and Society Crime Data

Persons Crimes					
Type	November		YTD		
	2024	2025	2024	2025	% Change
Homicide Incidents	0	1	0	1	+100.00%
Robbery Incidents	2	0	8	9	+12.50%
Sex Offense Incidents	3	0	21	14	-33.33%
Aggravated Assault Incidents	7	3	48	28	-41.67%
Simple Assault Incidents	15	8	150	119	-20.67%

Property Crimes					
Type	November		YTD		
	2024	2025	2024	2025	% Change
Burglary/Breaking & Entering Incidents	3	5	37	35	-5.41%
Vehicle Trespass & TFMV Incidents	7	4	55	46	-16.36%
Stolen Vehicles	5	4	77	52	-32.47%
Recovered Stolen Vehicles	15	9	133	77	-42.11%
- Recovered Tolleson	6	4	34	24	-29.41%
- Recovered Other	9	5	99	53	-46.46%
Shoplifting Incidents	24	15	331	207	-37.46%
All Other Theft Incidents	13	4	129	64	-50.38%

Society Crimes					
Type	November		YTD		
	2024	2025	2024	2025	% Change
Drug/Narcotic Incidents	5	6	91	81	-10.99%
Weapons Incidents	9	9	60	54	-10.00%

Crash Data

Motor Vehicle Crashes					
Crash Type	November		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	0	3	2	-33.33%
Injury	20	9	125	107	-14.40%
Non-injury	36	32	330	267	-19.09%
Unknown	0	0	0	0	N/A
Total	56	41	458	376	-17.90%

Pedestrian / Bicycle Involved Crashes					
	November		YTD		
	2024	2025	2024	2025	% Change
Pedestrian	4	2	14	7	-50.00%
Bicycle	0	0	0	3	+300.00%

Traffic Safety Data

Traffic Safety Metrics					
	November		YTD		
	2024	2025	2024	2025	% Change
Traffic Stops	365	335	2687	3249	+20.92%
DUI Arrests Felony and Misdemeanor	21	13	198	146	-26.26%
Speed Citations	71	56	370	625	+68.92%



Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

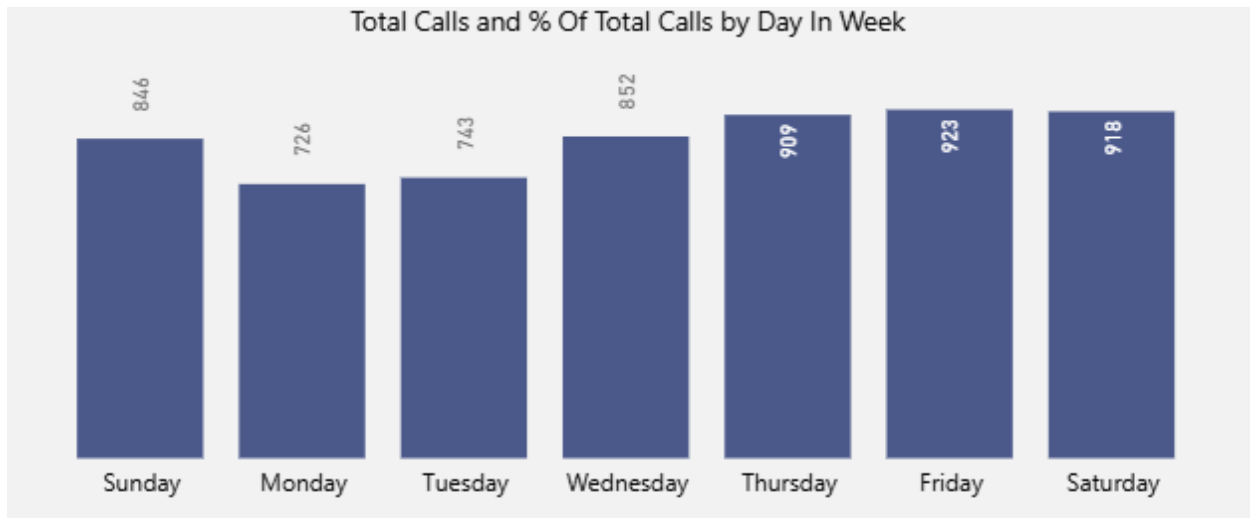
- Total calls processed by Tolleson Police Communications in November 2025: **5917**
- Text to 911 Received – **6**

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **99.18%**
- Ninety-five (95%) of all peak hour 9-1-1 calls SHOULD be answered within twenty (20) seconds. **99.06%**

RESPONSE TIMES

Response Time Averages		
Priority	2024	2025
1	2:41	2:40
2	6:26	6:24
3	8:45	6:19





Dispatch Incident Distribution					
Agency	November		YTD		
	2024	2025	2024	2025	% Change
Tolleson PD	1600	1342	16049	15273	-4.84%
El Mirage PD	2269	2274	24253	27121	+11.83%
Tohono O'odham PD	372	533	3792	5384	+41.98%
Total	4241	4149	44094	47778	+8.35%

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

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

Special Circumstances Data					
Time Stamp	November		YTD		
	2024	2025	2024	2025	% Change
Possible Drug/Alcohol Overdose	0	5	7	9	+28.57%
Narcan Deployments	0	5	5	11	+120.00%
Narcan Saves	0	5	3	8	+166.67%
Vagrancy Calls for Service	13	8	143	108	-24.48%

Special Unit Activity

CAT (Community Action Team)					
Response Type	November		YTD		
	2024	2025	2024	2025	% Change
Cases Opened	N/A	3	N/A	22	N/A
Cases Closed	N/A	6	N/A	25	N/A
Arrests Made	N/A	8	N/A	52	N/A

- 179 Grams (0.4 lbs) of Methamphetamine Seized
- 6 Guns Seized
- 1 Body Armor Seized
- 1 Stolen Vehicle Recovered
- Charges Include: Possession of Dangerous Drugs for Sale, Residential Burglary, Felony Flight, Misconduct Involving Weapons, Unlawful Discharge of a Weapon, Prohibited Possession of a Weapon.



Drone Deployments					
Response Type	November		YTD		
	2024	2025	2024	2025	% Change
Operations	N/A	5	N/A	99	N/A

Police Assistant Activity (Civilian Staff)					
Response Type	November		YTD		
	2024	2025	2024	2025	% Change
Code Enforcement	33	65	506	472	-6.72%
Animal Related Calls	60	76	574	996	+73.52%
Parking Violations	65	51	640	647	+1.09%
Total	158	192	1720	2115	+23.11%



Community Events

TPD was out in full force at the ALECA K9 Trials at Westworld. Thank you to Lt. Lee Garrett for driving the command vehicle out for display and to Amanda Howard, Lisa Gudino and the TPD Cadets for representing Tolleson PD!!!

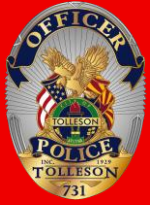


Upcoming Events

December 22-26 – Extended Holiday (THANK YOU CITY COUNCIL!!!)

Data was retrieved from Tolleson PD CAD and RMS on December 5, 2025. RMS data only displays reports that are completed and approved unless otherwise noted.





Tolleson Police Department

Monthly Report | December 2025



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Mission, Values, and Staffing

Mission of the Tolleson Police Department

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

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

Be Nice

Dedicated to Service

Committed to Teamwork

Pride in Everything We Do

Uncompromising Integrity

Fair & Equitable Practices

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

Total Staffing Summary Current		
Total Authorized Sworn		39
Current Operating Sworn		31
Officers in FTO Training		2
Police Recruits		5
Vacancies		1
Total Authorized Non-Sworn		27
Current Operating Non-Sworn		26
Total Authorized PD Positions		66
Sworn Staffing by Assignment		
Assignment	Assigned	Assignment Vacancies
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	16	2
Investigations Detective	3	1
Community Action Team	1	1
Traffic Enforcement Officer	2	0
School Resource Officer	1	0
Civic Center Officer	1	0
Police Recruit	5	N/A
Total	38	4
Non-Sworn Staffing		
Assignment	Assigned	Assignment Vacancies
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	15	1
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
Total	26	1



Persons, Property, and Society Crime Data

Persons Crimes					
Type	December		YTD		
	2024	2025	2024	2025	% Change
Homicide Incidents	0	0	0	1	+100.00%
Robbery Incidents	1	2	9	11	+22.22%
Sex Offense Incidents	0	2	21	16	-23.81%
Aggravated Assault Incidents	4	1	52	29	-44.23%
Simple Assault Incidents	12	10	162	129	-20.37%

Property Crimes					
Type	December		YTD		
	2024	2025	2024	2025	% Change
Burglary/Breaking & Entering Incidents	2	3	39	38	-2.56%
Vehicle Trespass & TFMV Incidents	5	5	60	51	-15.00%
Stolen Vehicles	7	3	84	55	-34.52%
Recovered Stolen Vehicles	11	17	144	94	-34.72%
- Recovered Tolleson	5	0	39	24	-38.46%
- Recovered Other	6	2	105	55	-47.62%
Shoplifting Incidents	27	27	358	234	-34.64%
All Other Theft Incidents	6	7	135	71	-47.41%

Society Crimes					
Type	December		YTD		
	2024	2025	2024	2025	% Change
Drug/Narcotic Incidents	6	9	97	90	-7.22%
Weapons Incidents	3	3	63	57	-9.52%

Crash Data

Motor Vehicle Crashes					
Crash Type	December		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	0	3	2	-33.33%
Injury	13	16	139	124	-10.79%
Non-injury	27	29	357	296	-17.09%
Unknown	0	0	0	0	N/A
Total	40	45	498	421	-15.46%

Pedestrian / Bicycle Involved Crashes					
	December		YTD		
	2024	2025	2024	2025	% Change
Pedestrian	0	1	14	8	-42.86%
Bicycle	0	1	0	4	+400.00%

Traffic Safety Data

Traffic Safety Metrics					
	December		YTD		
	2024	2025	2024	2025	% Change
Traffic Stops	259	335	2946	3584	+21.66%
DUI Arrests Felony and Misdemeanor	18	15	216	161	-25.46%
Speed Citations	43	52	413	677	+63.92%





Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

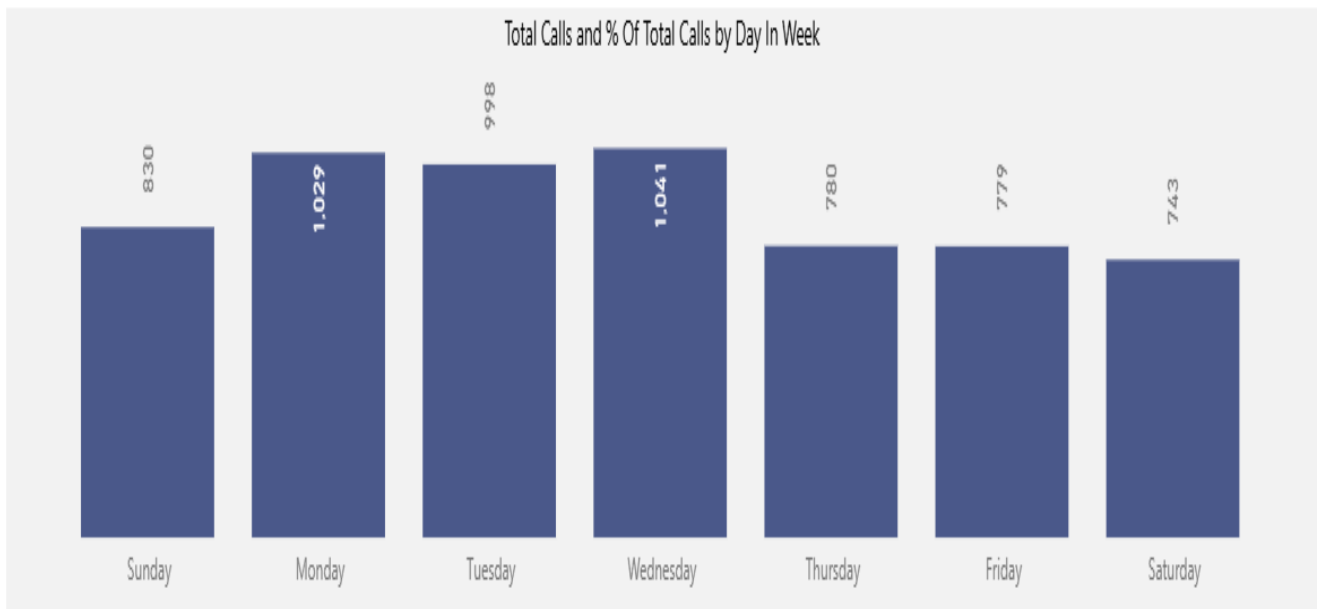
- Total calls processed by Tolleson Police Communications in December 2025: **6200**
- Text to 911 Received – **9**

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **98.90%**
- Ninety-five (95%) of all peak hour 9-1-1 calls SHOULD be answered within twenty (20) seconds. **98.73%**

RESPONSE TIMES

Response Time Averages		
Priority	2024	2025
1	2:49	3:06
2	6:33	5:44
3	9:12	8:26



Dispatch Incident Distribution

Agency	December		YTD		
	2024	2025	2024	2025	% Change
Tolleson PD	1429	1447	17478	16720	-4.34%
El Mirage PD	2392	3033	26645	30154	+13.17%
Tohono O'odham PD	382	530	4174	5914	+41.69%
Total	4203	5010	48297	52788	+9.30%

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

1. Unwanted Guest 2. Suspicious Activity 3. Welfare Check 4. Theft 5. Noise

Special Circumstances Data

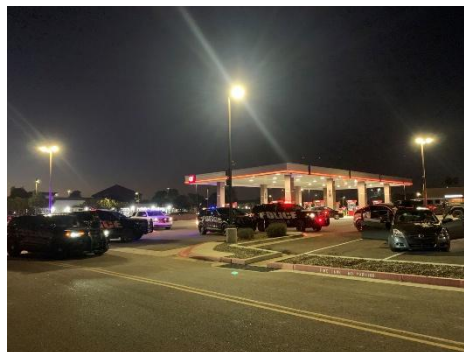
Time Stamp	December		YTD		
	2024	2025	2024	2025	% Change
Possible Drug/Alcohol Overdose	0	1	7	10	+42.86%
Narcan Deployments	0	1	5	12	+140.00%
Narcan Saves	0	1	3	9	+200.00%
Vagrancy Calls for Service	8	5	151	113	-25.17%

Special Unit Activity

CAT (Community Action Team)

Response Type	December		YTD		
	2024	2025	2024	2025	% Change
Cases Opened	N/A	1	N/A	23	N/A
Cases Closed	N/A	4	N/A	29	N/A
Arrests Made	N/A	6	N/A	58	N/A

- 63 Grams of Methamphetamine Seized
- 499 Fentanyl Pills Seized
- 4 Grams of Fentanyl Powder Seized
- 1 Guns Seized
- 2 Body Armor Seized
- \$1610.00 Seized
- Charges Include: Felony Drug Sales, Misdemeanor Warrant, Felony Hit and Run, Narcotic Drug Possession, Felony Flight



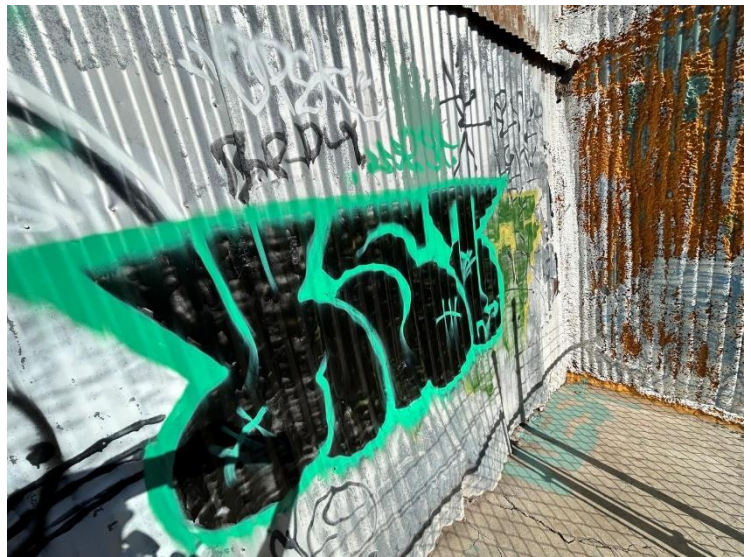


Drone Deployments

Response Type	December		YTD		
	2024	2025	2024	2025	% Change
Operations	N/A	16	N/A	115	N/A

Police Assistant Activity (Civilian Staff)

Response Type	December		YTD		
	2024	2025	2024	2025	% Change
Code Enforcement	26	22	532	494	-7.14%
Animal Related Calls	66	95	640	1091	+70.47%
Parking Violations	60	46	700	693	-1.00%
Total	152	163	1872	2278	+21.69%



Community Events

The Tolleson Police Department had an amazing Season of Giving with several events this year.

- We started with our very first Shop with a Cop event at Walmart hosted by AZLEOS and blessed 23 children with gifts and amazing memories.
- We partnered with Inland Kenworth, Mountain West Utility Trailer, Arizona Collision Center, Manheim, Alpha Wolf, Lower Buckeye Off Road, Cocos Towing, Sysco and Supporting the Thin Blue Line to collect toys for our toy drive.
- With the help of the City of Tolleson CAP office, Salvation Army (Tolleson section), police officers on patrol and community outreach, the Tolleson Police Department blessed **195 children/75 families** with gifts.



Upcoming Events

- January 1 – New Year’s Day (City Holiday)
- January 13 – Cafecito Coffee House Ribbon Cutting
- January 16 – Tolleson 3rd Fridays – Illuminate the Night
- January 19 – Martin Luther King Day (City Holiday)
- January 29 – City of Tolleson Years of Service Awards Luncheon

Data was retrieved from Tolleson PD CAD and RMS on January 6, 2025. RMS data only displays reports that are completed and approved unless otherwise noted.

