



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, FEBRUARY 10, 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. Proclamation declaring February 2026 as American Heart Month in the City of Tolleson, encouraging residents to raise awareness of heart disease prevention, promote healthy lifestyles, and learn lifesaving skills such as CPR to support community wellness. – Banner Estrella Medical Center / American Heart Association

Recognition of Tolleson Fire Department Life-Saving Response – Banner Estrella Medical Center / American Heart Association
2. Proclamation declaring February 2026 as Black History Month in the City of Tolleson in recognition of the achievements, contributions, and enduring legacy of African Americans, acknowledging the centennial national theme, “A Century of Black History Commemorations,” and reaffirming the City’s commitment to diversity, inclusion, and community unity. – Wendy Jackson, Deputy City Manager/Employee Resources Director
3. Tolleson Aging in Place Strategy for Updating the General Plan – Alison Almand, Program Manager, Arizona State University Project Cities

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 27, 2026. (City Clerk Department)
2. Approve Claims and Bills Report for the period of January 21, 2026 to February 3, 2026. (Finance Department)
3. Approve the First Amendment to the Professional Services Agreement between the City of Tolleson and A & Sons Electric, Inc. for additional electrical services related to a transformer upgrade for the generator at the Parks and Recreation Center, increasing the contract amount by \$100,000 for a total not-to-exceed amount of \$350,000, and authorize the City Manager to execute the Amendment. (Parks and Recreation Department)
4. Adopt Resolution No. 2629 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg for participation in the West Valley Mobile Field Force Response Team, and authorizing the City Manager to execute and deliver said Agreement. This Agreement shall remain

in effect until July 1, 2031, unless otherwise terminated in accordance with its terms. (Police Department)

5. Adopt Resolution No. 2632 of the Mayor and Council of the City of Tolleson, Arizona, authorizing and approving the acquisition of certain real property in the City for present and future public and municipal purposes, authorizing and directing the Mayor, City Manager and City Attorney to acquire title to Maricopa County Assessor's Parcel Nos. 102-49-117A and 102-49-118 located at 9101 W. Pierce Street, Tolleson, Arizona, on behalf of the City by purchase for an amount not to exceed \$300,000, plus acquisition and closing costs. (Development Services Department)

I. REGULAR AGENDA – ACTION ITEMS

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. City Court Department Annual Update – John Lamb, City Magistrate

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

1. Tolleson Talks on February 26th at 5:00 PM at Restaurant Oaxaqueño Tierra Del Sol – Jason Earp, Development Services Director

L. CONVENE INTO EXECUTIVE SESSION

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

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

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

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

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

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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 February 5, 2026.

Amended on February 9, 2026 at 9:30 AM.



Proclamation

American Heart Month

February 2026

WHEREAS, February is recognized nationwide as American Heart Month, a time to raise awareness of heart disease and encourage individuals and communities to take steps toward improved cardiovascular health; and

WHEREAS, heart disease remains the leading cause of death in the United States, affecting millions of Americans each year and impacting families in communities such as Tolleson; and

WHEREAS, adopting a heart-healthy lifestyle — including regular physical activity, nutritious eating, avoiding tobacco use, and managing risk factors such as high blood pressure and cholesterol — can help prevent heart disease and stroke; and

WHEREAS, the American Heart Association encourages all residents to take action during American Heart Month by learning CPR and becoming part of the Nation of Lifesavers, because immediate assistance during a cardiac emergency can mean the difference between life and death; and

WHEREAS, increasing awareness of warning signs and supporting education, prevention, and emergency response initiatives strengthens the health and safety of our community; and

WHEREAS, the City of Tolleson is committed to promoting wellness, supporting public health efforts, and encouraging residents to make heart health a priority.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim February 2026 as American Heart Month in the City of Tolleson, and encourage all residents to raise awareness, take steps to protect their heart health, and learn lifesaving skills such as CPR to support a healthier community.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



Proclamation

Black History Month

February 2026

WHEREAS, the City of Tolleson proudly recognizes the important contributions, achievements, and enduring legacy of African Americans throughout the history of the United States; and

WHEREAS, Black History Month serves as an opportunity to honor the countless individuals whose courage, perseverance, and leadership have helped shape our nation’s cultural, economic, political, and social progress; and

WHEREAS, the Association for the Study of African American Life and History (ASALH), the founders of Black History Month, has announced the 2026 national theme as “A Century of Black History Commemorations,” marking the 100th anniversary of the first national observance of Black history in 1926; and

WHEREAS, this centennial theme invites communities across the nation to reflect upon the significance of honoring, preserving, and celebrating Black history as an essential part of the American story; and

WHEREAS, African Americans have played a vital role in the development of communities across Arizona and within the City of Tolleson, enriching our shared history through service, innovation, art, education, and civic leadership; and

WHEREAS, the City of Tolleson remains committed to fostering a diverse, inclusive, and welcoming community where all individuals are respected, valued, and provided opportunities to thrive, and Black History Month reminds us of the importance of continuing the work toward justice, equality, and mutual respect for all people.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim February 2026 as Black History Month in the City of Tolleson, honoring the achievements and contributions of African Americans, past and present, and by participating in activities that celebrate this important heritage.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



Project Cities

Sustainability through local action



Tolleson Aging in Place:
A Strategy for Updating the General Plan
ASU Project Cities & MUEP Program Collaboration



Project Cities connects
community partners facing
sustainability challenges to
faculty teaching courses at
ASU to provide solutions
developed by **students** through
project-based learning



Project Cities goals



Produce **research-backed solutions** for communities

Prepare the next generation of **sustainability leaders**

Provide **project-based teaching and learning** experiences

127
class projects



60+
project portfolios



15
community partners



1,590
ASU students served



30+
ASU schools, colleges and programs represented

62
ASU faculty engaged



Program Impact

Fall 2017 – Fall 2025

Project Cities model



Aging in Place Strategy

Project Goals:

- Explore literature and industry best practices for planning for healthy aging in place in cities.
- Evaluate the City of Tolleson General Plan themes and elements to identify opportunity areas for incorporating key principles of healthy aging in place.
- Facilitate small group reflection and community feedback sessions with key Tolleson stakeholder groups to gather input on opportunities and strategies for incorporating aging in place into municipal planning.
- Develop and propose a new chapter to supplement the General Plan focused on how to plan for and implement healthy aging in place throughout the City of Tolleson.

ASU Course & Faculty Member

PUP 580

Meagan Ehlenz,
Associate Professor,
School of Geographical
Sciences & Urban
Planning

Matt Gomez, Senior
Program Coordination,
SGSUP

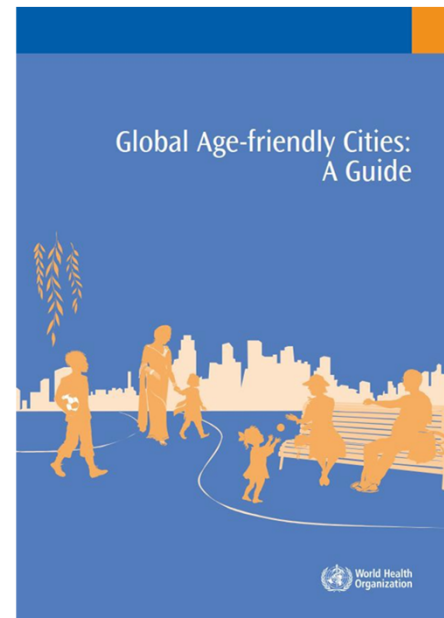
Community Partner

Project Leads:

Chris Hamilton, City
Engineer

Research

- Synthesized WHO and APA sources
- Used to inform analysis, recommendations, and community engagement



Community engagement

Senior Focus Group

- Conducted focus group with appx. 30 residents at Tolleson's Senior Center
- Takeaway: Tolleson's aging residents love the Community Center and its services

Third Friday Survey

- Interviewed appx. 60 attendees at Third Friday event
- Takeaway: Powerful sense of community in Tolleson



Recommendations

Transportation

Improve walkability

- Tree Canopy
- Infrastructure
- ADA Compliance

Public transit

- Improve Bus Stops
- Valley Metro Copper Card
- Paratransit
- Information

Housing

Affordability

- Assisted living
- New construction
- Housing rights

Aging in place

- Zoning changes
- Modification funds
- Partnerships

Facilities and Services

Awareness

- Bulletin board
- Calendar

Engage all ages

- Radio
- Intergenerational classes and events

Medical facilities

- Rideshare
- New facilities

Recommendations

Environment

Warehouses

- Reduce noise and other pollutants
- Isolate industrial uses

Extreme heat

- Shade and misters
- Air conditioning
- Green infrastructure
- Cooling centers

Growth Areas

Retail diversity

- Downtown hub
- Small businesses
- Unused land

Food access

- Grocery delivery
- Farmers markets
- Community gardens

Open Space and Parks

Improve park access

- Needs assessment
- Grants for park improvements
- Reduce heat exposure

Awards and accolades

2025 Best Student Planning Project

American Planning Association - Arizona Chapter

“recognizes outstanding planning work by students that showcases innovation, community engagement, and practical solutions to current challenges”

2025 Student Planning Project of the Year

The Western Planner

“recognizes exceptional, high-quality projects, plans, or studies created by students in the planning field”



ASU students help city of Tolleson prepare for age-friendly future

Grad students in urban and environmental planning program earn state, regional awards for community-engaged project

Any questions about

**Sustainability
through local action?**

Alison Almand
Program Manager

alison.almand@asu.edu

ASU Julie Ann Wrigley
Global Futures Laboratory
Arizona State University

projectcities.asu.edu

CITY COUNCIL REPORT



SUBJECT: Regular City Council Meeting Minutes of January 27, 2026

MEETING DATE: February 10, 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 27, 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 27, 2026.

ATTACHMENTS:

1. 01 27 26 City Council Meeting Minutes



CITY OF TOLLESON

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**TOLLESON CITY COUNCIL ACTION MINUTES
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JANUARY 27, 2026
6:00 PM**

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A. CALL TO ORDER

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

B. INVOCATION/PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

City Council: Mayor Juan Rodriguez, Vice Mayor Jimmy Davis, Council Member Christine Chavira, Council Member Clorinda Erives, Council Member Adolfo Gámez, and Council Member Linda Laborin (arrived at 6:21 PM).

Council Member Cruzita Mendoza was absent.

Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Employee Resources Director Wendy Jackson, Chief Financial Officer Kevin Artz, Deputy City Clerk Citlaly Salas, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, and Library Director Mandy Carrico.

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)

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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)

Council Member Gámez moved to approve Consent Agenda items 1. through 8.; the motion was seconded by Vice Mayor Davis. The motion carried 6 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

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

Council Member Gámez moved to adjourn the Regular City Council Meeting at 6:56 PM; the motion was seconded by Vice Mayor Davis. The motion carried 6 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

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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

Post-Production File

City of Tolleson
City Council Meeting Minutes
January 27, 2026

Transcription Provided By:
eScribers, LLC

* * * * *

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

* * * * *

MAYOR RODRIGUEZ: Okay. Good evening, everyone. I am Mayor Juan F. Rodriguez. Today is January 27th, and I would like to call the City Council meeting to order. We're going to begin with our invocation, our Pledge of Allegiance, so our city attorney will lead us in the invocation. And then Councilmember Rodriguez will lead us in the pledge this evening. Please stand.

PIERCE: Our beloved father who art in heaven, we're grateful for the opportunity to gather again. And we're grateful for this council. We're grateful for the opportunity to be in a free country. And we pray that thy spirit would guide us and direct us in all things. Please protect those that protect us, and help this council make decisions that will be wise and thoughtful. And we pray for these favors and blessings in the name of Jesus Christ. Amen.

ALL: Amen.

ERIVES: I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

MAYOR RODRIGUEZ: City Clerk, please let the record reflect that council members are all present, with the exception of Councilmember Laborin, Vice Mayor Jimmy Davis, and then, of course, Councilmember Mendoza are absent today. Should I say the people that were here, or the people that are not?

GAMEZ: Either way.

MAYOR RODRIGUEZ: Okay. Now is the final call to submit speaker requests to the city clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comments will be limited to one of three items. One, to respond to criticism; two, directing staff to review the matter; or three, asking that the matter be put on a future agenda item.

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

Okay. We're going to move on to item E, which is call to the public.

SALAS: No, Mayor, we don't.

MAYOR RODRIGUEZ: Have scheduled public appearances and proclamations for

discussion. City of Tolleson, annual comprehensive financial report, for period July 1st, 2024 through June 30th, 2025. I'm going to call up Kylie (sic) Lewis. Is she on Zoom?
Okay.

Can you hear me?

SALAS: Uh-huh.

MAYOR RODRIGUEZ: Yes we can. This Kylie (sic)?

LEWIS: Okay. This is Cailee, yes.

MAYOR RODRIGUEZ: Cailee, okay. I was --

LEWIS: I just need to be able to share my screen, or -- yeah. That works. You have it available?

MAYOR RODRIGUEZ: Yeah, it's up and running, and we appreciate your patience. I know last week we were having some technical difficulties, so we had to push you to this week. So thank you for your ability to move your schedule.

LEWIS: Absolutely. No problem. All right. We can go to the next slide, since I can't change it. All right. So we have -- my name is Cailee Lewis. I'm from Baker Tilly. I'm a senior manager, and I work directly with the City of Tolleson on their annual audit, overseeing the whole process.

So this year, we have completed the audit of the financial statements for the city for the year ended June 30th, 2025. And we have issued our reports, dated December 17th, 2025. Listed here are three of the four reports that we have issued. The first one is the financial statement audit report, also your independent auditor's report. And we have an unmodified opinion, or a clean opinion.

The next report was the government auditing standards compliance report, also known as the book report. And in that report, we had no instances of non-compliance or other matters to report, and no identified material weaknesses.

The third report was the federal grant single audit report. Our major program was the Coronavirus State and Local Fiscal Recovery Funds, also known as ARPA, and we had no findings to report there, as well.

So 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. And reasonable assurance is defined as a high level of assurance, but not an absolute level of assurance. We assess the risk of material misstatement of the basic financial statements, whether due to fraud or error, which includes a consideration of the city's internal control over financial reporting. We performed and customized our procedures based on our risk assessment. We evaluated the appropriateness of the accounting policies used, and the reasonableness -- sorry. Evaluated the appropriateness of accounting policies used in the reasonableness of the significant accounting estimates made by management.

We formed and expressed 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, presented fairly in all material respects, in accordance with accounting principles generally accepted in the United States of America. And we also performed tests related to the compliance with certain provisions, laws, regulations, contracts, and grants, as required by government auditing standards.

Next slide.

We are also required to communicate any significant matters related to our audit that are relevant to the responsibility of those charged with governance, which included internal control matters, which we, again, tested various controls and we have no reportable findings.

The -- in found in note one of the financial statements are the qualitative aspects of the city's accounting practices, including policies, accounting estimates, and the financial statement disclosures. All significant and unusual transactions have been audited with no reportable issues. We encountered no significant difficulties. We had no disagreements with management, and there were none -- no circumstances that affected the form and content of the auditor's report came to our attention.

We are not aware of any audit consultations outside of the engagement team. We had no misstatements identified, and no other audit findings or issues to report.

Next slide.

In some cases, management may decide to consult with other accountants about auditing and accounting matters, and we are not aware of any such consultations. We did not identify any noncompliance with laws and regulations during the audit. We did not identify any instances of known or suspected fraud during our audit. And for going concern, we are required by professional standards to communicate to those charged with governance certain matters relating to the 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 of the basic financial statements and the adequacy of the related disclosures in the effects of the auditor's report.

And I'm happy to report that no such matters or conditions have come to our attention. We are also not aware of any significant findings or issues arising in regards to related parties.

Baker Tilly performed some non-attest services, which included the financial statement preparation and some journal entry, adjusting journal entries, that affect the financial statements, which included the GASB 68 pension and journal pension journal entries, as well as the GASB 34 conversion entries. We also, lastly, assisted with preparation of the data collection form. None of these audit -- none of these on a test services constitute an audit under generally accepted auditing standards, including government auditing standards.

Next.

So the fourth report that we issued for the city was the expenditure limitation report. And I'm happy to report that the City was under their home rule expenditure limitation by 117.3 million. This -- there's an error in this one right in the first sentence there. But the voter approved expenditure limitation is 198 million. The city expenditures subject to the limitation was 80,000,000.7, which brought you to 117.3 under that limitation. This is a summary of the general fund budget to actuals. So in this table, and then on the financial statements, you'll see that the fund balance in the general fund increased

by 25.6 million during the current fiscal year, which was primarily due to an increase in tax revenues as well as investment earnings. And then, actual revenues were \$13.5 million more than what was budgeted for and expenditures were 13.4 million less than budget.

This is a summary of the enterprise funds. And within the water fund, the operating expenses exceeded charges for services by 625,000, which led to a decrease in net position or equity of 587.9 thousand. In the wastewater and sewer fund, charges for services exceeded operating expenses by 1.8 million, which led to an increase in net position of 2.9 million. Sanitation. The charges for service also exceeded operating expenses by 2.2 thousand, which led to an increase in net position of 18,500 or 18 thousand, yeah, 500.

And that is it for our presentation. And if anybody has any questions, I'm happy to answer.

MAYOR RODRIGUEZ: Yeah. Reyes?

MEDRANO: Thank you, Mr. Mayor. That's okay. Mr. Mayor, members of council, I want to congratulate Mr. Artz and his team on another clean audit. Thank Ms. Lewis for her comprehensive assessment. They're a great team to work with. And also to acknowledge that the City of Tolleson is in compliance with all Arizona state statutes, including 41-1494. Thank you.

MAYOR RODRIGUEZ: I just want to piggyback off of that. You know, the annual budget is -- it's a monster, to put it simple. You know, everybody thinks it's just numbers, but it's not. It's actual money that has to be programmed purposefully and intentionally for the benefit of our residents. And it takes somebody that's got immense skills in that world to be able to balance our budget, and to have absolutely no findings with every program that we offer our community is an amazing feat.

And so Mr. Artz, thank you. Thanks to your team. I know there's other people on staff that have also contributed. They talked a little bit about the COVID money. I know George (ph.) had a lot to do with that, as well.

So I think, as an organization, it's very, very important to me, it always has been, to

identify what an organization prioritizes based on how they spend their money and how they manage their money. And so I think we're -- as an organization, we're doing an exceptional job. It is very clear when you look at our books that our number one focus is to serve the people that we serve, and whether it's to programs or facilities, and that we have very professional staff that have made this organization also very professional. The days when Tolleson was known as -- what was that TV show? Mayberry. Those are behind us. I love Mayberry, too, but Tolleson's not Mayberry, it's Tolleson. And we definitely have a very professional amount of people here that get the job done. So I'm very proud of everybody.

So I thank you for the presentation, but I equally thank staff for all the hard work on this effort.

And I'll open up to council for any comments.

GAMEZ: Well, Mr. Mayor, I agree with you 100 percent. I think that Mr. Artz is an artist. And so I congratulate you for being so thorough and professional. And that just makes us look a hell of a lot better than -- some people think that we shouldn't be looking that way, but we do. And I think you guys work hard, very hard, in all that you do. And again, you're just guys, we can go down the road there and everybody has a gift, talent for us., and I think that's -- we're using it. And I thank you and everybody that works here for us.

Thank you, Mr. Mayor.

MAYOR RODRIGUEZ: Absolutely. Yes, Councilmember Erives?

ERIVES: Thank you. Mayor.

I have not so much as a question with regards to the report or anything like that. I appreciate you explaining and the no findings and, again, for the entire team in finance working together on this.

But my question is, what happens if there was a finding? Like, what is the -- what happens if there was something? What happens to a city that doesn't get such a great report like ours? Can you explain a little bit for that?

ARTZ: Yes. Mayor, Councilmember Erives. So if there were -- there's different levels of

findings. So if there was a finding regarding one of our internal controls, then the auditors would typically give a letter of recommendation to the council saying that this control isn't adequate to protect the city's assets.

ERIVES: Okay.

ARTZ: And so it would be a written finding, and then we would have an opportunity to correct that. And then the next year, when we come back, if it would have been -- if it had been corrected, then you wouldn't see it as a finding anymore.

ERIVES: Okay. Okay. So the news would know about that. We would know about that. It would be this letter that comes in?

ARTZ: Yes. If there --

ERIVES: And they would give us time to fix it?

ARTZ: Correct. So if there's any findings, it would be included in this presentation of what the finding was, and then our opportunity to correct that finding.

ERIVES: And if you don't correct it after that first letter, that first year?

ARTZ: Then they would have it in the following year's report as a finding and probably make the statement that it had not been corrected.

ERIVES: Glad we're not going that direct. I'm just -- I was just wondering what would be happening, right? Where -- we know the good things that are happening, but what could possibly happen? And we don't want that to happen. So again, thank you for keeping us on this side of it. Thank you very much. Appreciate it.

MAYOR RODRIGUEZ: When you have so many findings that are not good, the general public starts to --

ERIVES: Lose trust, right?

MAYOR RODRIGUEZ: -- (indiscernible).

ERIVES: Right, right.

MAYOR RODRIGUEZ: And so this is very critical. And I did leave something out that I want to circle back. Pardon me. And there was a mention about increased sales tax revenue. And so the increased sales tax revenue versus our expenditures, and that the -- we're under our expenses by \$117,000. And so I would be remiss -- I know I

talked about the accounting side of it, but I didn't talk about the business recruitment side.

Jason and his team, you guys have done a tremendous job of recruiting really good companies to Tolleson, opening up business here and increasing sales tax revenue. So again, it is a team effort. Everybody has done an amazing job, and I call on the individuals in the room. But each one has a family of people that work daily hand in hand to get these things accomplished. So thank you all.

Vice mayor?

DAVIS: I think you used the right word there. Family. Right? It's very evident that our staff cares about our city, loves our city, and treats it like a family. And they take very good care of it. So thank you guys for all of your hard work across the board, in every department. Your hard work shows. Tolleson is always shining. Every time I'm in the community talking to people, everyone rants and raves about how wonderful it is to work with Tolleson or do business with Tolleson.

So you guys do a fantastic job representing us. So thank you all. You should give yourselves a round of applause for the amazing work that you do.

CHAVIRA: I'm sort of repeating what everyone's already said. Just thank you. Thank you all for the great job that you do. And this is wonderful news. And we're very fortunate to have all of you on our team, truly. Thank you.

ARTZ: Mayor, members of council, I just, on behalf of our team, want to thank you all for your kind words. You can't repeat it enough. That's what drives every member of our team is your satisfaction and that of the community. So thank you. We appreciate it.

MAYOR RODRIGUEZ: Cailee, thank you again for the report.

And staff, thank you for this item.

Is there anything else that needs to be reported on this matter? I don't think there is, huh?

All right. Well, we'll put this one to rest.

Thanks again and hopefully we'll see you again in a year, Ms. Cailee.

LEWIS: Thank you.

MAYOR RODRIGUEZ: You're welcome. Have a wonderful evening.

We're going to move on to business from the floor. We don't have any public hearings or action items for tonight. Consent agenda, action items, I did see, pretty long list. I think we have a total of eight items for consideration this evening. If you've had an opportunity to review them, study them, and feel comfortable enough to make a motion, I will entertain that now.

GAMEZ: So move now.

MAYOR RODRIGUEZ: Okay. We have a motion to approve by Councilmember Gamez.

We have a second by Vice Mayor Davis.

All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed?

Not hearing any.

City Clerk, this motion passes unanimously.

We're going to move on to regular agenda action items. We have none.

So move on to J. Work study and presentation for discussion. We have one work study is -- actually, two. City of Tolleson permanent base adjustment. Discussion on that.

And I'm going to send it over back to our chief financial officer, Artz.

You have the floor, sir.

ARTZ: Thank you. Mayor, Council. Staff is here tonight to have a discussion on permanent base adjustment, to talk about the expenditure limitation, in general, and then what some of our options are, and then what staff is recommending that we do moving forward.

So a little bit of background. The Arizona Constitution and Arizona Revised Statutes do impose an expenditure limitation on every city, town, county in the State of Arizona.

And they -- the way it works is the expenditure baseline is from 1979 to 1980. So whatever your budget was back in 1980, that's the baseline for the calculation. And then the State Economic Estimate -- the State Economic Estimates Commission

adjusted -- adjusts that limitation each year for population growth and a standard inflation factor. So what that means for us, our budget back in 1979 to '80 was a little over \$966 million. Our population back then was 4,190. The population in 2025, when this was calculated, was 7,400.

So you take the 7,400 divided by the 4,190, and you get an increase in our population of 76 percent that our population has increased since 1978. Then they also calculate the inflation growth. And so the inflation has increased 367 percent since 1980. So it just becomes a simple math exercise. You take the \$966,000 times the population growth factor of 1.76 times the inflation factor of 3.6. And that would give us an expenditure limitation in 2026 to '27, of a little over \$6.2 million. Our budget for fiscal year '26 is over \$200 million. So you can see the big gap there between what our budget is and what our expenditure limitation is.

So fortunately, when they adopted the expenditure limitation, they did put some options in there. One of the options is a home rule option. We've been on home rule since 1980. So that is a requirement that we go to the voters every four years and have it approved. And we've been doing that since 1980.

Another option is the permanent base adjustment. And that's what we'll talk about here tonight a little bit more detail.

And then there's also a couple of other funds that really don't apply to us or don't help us. There's a capital projects accumulation fund and then a one-time override. Those don't help us because we have an ongoing need to provide services and provide that in the budget. Those two items would just help if you needed it for one year. So they're really not a solution for us.

There's also some expenditures that are excluded. Or there's certain revenues that are excluded from the expenditures. So anytime you issue bond proceeds, any interest income, any intergovernmental revenue. So if we get some federal grants, those don't go against our expenditure limitations, so we would be allowed to spend those even though it would be above our expenditure. So that's a calculation that we would have to perform and determine if we were still under our overall expenditure limitation.

So why doesn't the State impose limitation work here in Tolleson? Just going back and looking at that '79 to '80 budget, that's not the same level of service that our residents today are demanding. The level of services that we're providing back in 1980 and the levels of service that they expect today just aren't the same.

And so back then, we had a volunteer fire department. And so obviously, we have a paid professional fire department now that wasn't included in the numbers. The regional wastewater treatment plant. So we're providing wastewater services for a lot larger population than just our community.

Then we have new services, senior center, library, a new aquatic center. So none of those were factored into that '79 to '80. So that creates a big part of the funding gap. The expenditure limitation doesn't account for new revenue sources that we have, so those additional wastewater revenues, increases in our sales tax rates, and increase in the e-commerce revenue that we receive. And then, just the fact that we've become a bit of a regional shopping destination, and our revenues have grown faster than our population, so we need the ability to have an alternative expenditure limitation so that we can spend the revenues that we're receiving on services for our residents.

So the first option is the home rule option. Again, the city's been on this and it's been in place for 40 years. It must be approved by the voters, and the approval is required every four years. And so we've done this since 1980. It's passed every time. There was a couple of times when it got a little bit tight and a little bit close. But we have been successful in doing the home rule every four years.

One of the drawbacks of home rule is that you do have to go to the voters every four years, and there is that possibility that if it doesn't pass, then your service levels would have to be reset, and we would have to cut back on the services that we offer to our residents.

So the permanent base adjustment option, what it does is it goes back and adjusts that 1979 to '80 expenditure base of \$966,000. It's a one-time approval by the voters. And what I mean by that is, is once they approve that number, that is our new baseline. And we don't have to go back. That's not to say that we can't go back. So if, in 30 years, we

need to do another permanent base adjustment, we could do that 30, 40 years down the road. So one of the benefits is it reduces the election costs so we don't have to go to the voters every four years for this, and so there's a reduction of election costs. But the biggest thing is it provides stability to the service levels that we provide. So we don't have to worry about it not passing one year, and then trying to cut our budget to meet our expenditure limitations.

So in this example, if we went back and used 35 million as our budget for 1979 to '80, you take the population factor and the inflation factor, that would give us an expenditure limitation today of \$226 million. So that's just a rough calculation, just to get you close to what our current budget is. But we would go back and calculate and determine how much excess capacity we would want in there.

So staff's recommendation. I just wanted to also just state the reason that we're recommending to do this now, is that home rule was adopted in '24, and it's up for election again in 2028. So we're recommending that we do a permanent base adjustment now in '26, and so if it doesn't pass for some reason, we would still be on home rule for two years. And then in '28, we could go back out for another home rule election. If it does pass, then we're on home rule for two more years, but then we don't have to do any more elections after 2026.

So with that, staff is just recommending that council provide direction, if you want us to move forward with an election to take the permanent base adjustment to the residents of the city.

MAYOR RODRIGUEZ: Well, I have a couple of thoughts. Number one -- and most of you were here when it happened -- home rule is pretty scary because it has to pass in order for us to be able to spend the money that we earn here in Tolleson. If it doesn't pass, and we got to go back to that 1980 figure, which means the City would not be what it is -- anywhere near what it is right now.

I mean, that figure, compared to how much money we make every year is -- there's a huge -- I mean, Reyes might be the only employee that we have left. Kevin, yeah, well, whoever would be, whatever the case is, we don't want to go there. And we did have

one year, and I can't remember when it was, but we had a pretty good scare where home rule looked like it may or may not pass. Yeah, I think it passed by two votes.

GAMEZ: Two votes.

CHAVIRA: Two votes?

MAYOR RODRIGUEZ: So this is -- two votes, yeah. So this is an exercise that I think Council, in particular, needs to take very serious because whether you're up for reelection or whatever the case may be, advocacy from these folks up here to our community, the importance of passing home rule is critical. And the same would apply if we decide to create a permanent base adjustment, which I'm a big fan of. I think we do need to create a permanent base adjustment.

Our annual budget right now is 280? Okay. I would say 300 million. Set it at 300 million? Higher? 350? Yeah, I would say we need to look at a figure that -- all the money that we make we'll be able to keep and spend for our community. I started with 300 million because I thought we were still far from it. But the reality is we have businesses coming in every single day. Sales tax revenues coming up. The new truck company that we just opened up on 91st, that's -- that revenue is going to start coming in. And so maybe we need to look at maybe 350 or \$400 million. And that right there should probably set us up for the next 20, 30 years.

What are you guys' thoughts?

GAMEZ: I agree, I think the permanent base is what needs to be done.

ARTZ: The truth is that I'm tired of being home alone.

[LAUGHTER]

MAYOR RODRIGUEZ: If it's approved -- and I'm glad you're thinking let's do it now so we don't have to worry about in 2028 -- then we don't have to go back to the voters. It's already set. So what do you think about the \$400,000 figure -- or \$400 million figure?

ARTZ: I think that's adequate because, again, there's exclusions that we can take, and so if we get \$50 million from the federal government, that would be excluded from our limitations.

So anywhere 300 to 400 million, will cover us for 30 to 40 years, and then if we're running out, we can go back. It's just, I don't think you want to get it too high, because then people start not understanding, or thinking that we're going to have a \$500 million budget when this is really a long-term projection. And so I just think it starts creating some concern from residents if they don't -- if the number gets too big. So I think it needs to be reasonable and fairly close to your current budget.

But yeah, we can calculate a number that will give us at least 30 to 40 years of time before we would need to go back out for an expenditure, or.

MAYOR RODRIGUEZ: Recommendation, I'm sorry. Because it's kind of a blind -- I'm kind of throwing a dart on the board, and I think \$400,000 makes sense to me. \$400 million makes sense to me, mentally, based on how much we've grown in the last couple of years. But we're running out of land. There's competition for different services. Maybe we flip a warehouse, and that becomes a direct sales tax revenue opportunity, as well. Who knows? There's so many factors.

Reyes, you had your --

MEDRANO: Mr. Artz covered it. We'll do an assessment and bring back a recommendation, a recommended amount to Council.

ARTZ: And Mayor, in the auditor's presentation, she talked about the expenditure limitation that we had -- our budget is 200 million, but we spent \$80 million. So when we have a \$200 million budget, we're not spending \$200 million in a given year. So there's --

MAYOR RODRIGUEZ: (Indiscernible) that doesn't mean we're going to spend 400 million. That just means we have authority to do it if we actually raise it. But we may be spending 300 million. Who knows?

Vice Mayor?

DAVIS: Yeah, I think this is a great thing to do, to just move us forward and set us up for the future, so we're not always, every four years, worried about home rule not passing and having -- or God forbid, it didn't pass, and then we'd have to cut all kinds of services that our community relies on, really.

MAYOR RODRIGUEZ: I mean, luckily, we have another two years to go back to the voters.

DAVIS: Yeah. We could do it (indiscernible).

MAYOR RODRIGUEZ: Yeah, hopefully we won't. But I think it's very smart that we're thinking in that manner. I still remember the scare.

Yes, Councilmember Chavira?

CHAVIRA: There's a lot to be said for stability, and this provides stability for the city. And just as you said, just because we approve 200 million or 300 million, doesn't mean that we're spending it all, but we want it to be available to meet the needs of the community. Very important. We want them to continue to have a senior center. We want them to continue to have the services that they rely upon, and we have an aquatic center coming up in the very near future that we're going to have to fund, and maintain and take care of. That's also very important.

We just got that funding for the multi-modal path. That's a beautiful, wonderful thing that will be adding on to Tolleson. And all of those things cost money to maintain, and we want to maintain them well and continue to provide services. So I think the timing is perfect.

Thank you for bringing this forward. This is a perfect time to do that. We have -- we can fall back on home rule if, for some reason, it doesn't pass. But I am also supportive of this. Thank you.

GAMEZ: Good job. Great job in educating the community in terms of how it works, because even the home rule was difficult for many to comprehend. They couldn't understand. If it doesn't pass, why can't you spend the money that you have? Because that's the law, whatever was in our budget back in 1979 to '80 and that's how we run the city. So people are not going to get their -- they're going to be gone. And like you said, Artz is going to be alone, working. We can't afford that. The police department wouldn't be working. The fire department wouldn't -- nobody'd be here. Crickets. So we have to do an educational component to make sure that the city understands, the residents understand why this is so important. And I think they would understand, and

if we make it direct, I mean, a town hall -- whatever means, educate the public as to what's going on. And it's to their benefit. Thank you.

MAYOR RODRIGUEZ: Yeah, if staff can get the figures and can get the nice stuff on social media, stuff like that. But ultimately, it's up to this board to go out and sell it to the voters. They need to understand the benefits of this for themselves and for the greater community. So yeah, I'm also in agreement. Permanent base adjustment is the direction I want to go in.

I look forward to the recommendation that staff puts together on what that figure should be. And I'll say something that may not be popular, but I don't trust the state legislature. I'll be completely honest with you. They picked 1980 to be our base budget. Come on. I mean, 20 -- 2025. That's over 40 -- that's 45 years from now (sic). And yet, they have yet to touch it again. You guys figure it out, cities. By us doing this, we're telling the state we figured it out. Leave us alone. Go mess with other cities.

We passed our own permanent base adjustment. Legislators, do your job. Stop messing with our cities, and we can move forward comfortably, knowing that we have authority from our residents to do what we need to do, to provide the services to them and to support our staff.

Yes.

GAMEZ: Just out of curiosity, Kevin, can you tell us, if you know, how many cities are on the permanent base adjustment as opposed to home rule?

ARTZ: Councilmember Gamez, the last time I looked, I think about 85 percent of the cities were on one of the two, permanent base adjustment or home rule. And of those 85, it was split pretty evenly between home rule and permanent base adjustment.

MAYOR RODRIGUEZ: (Indiscernible).

ARTZ: I'm sorry, Mayor?

MAYOR RODRIGUEZ: What do you need to know from us?

ARTZ: I just need a direction, which we've received here tonight, and then we'll come back in, probably, March time frame, and start the public hearing process, and present the numbers to Council and adopt all the resolutions that we will need to do.

MAYOR RODRIGUEZ: That's why I'm asking, because I know there's a bunch of steps, moving into an election. If we want to make sure that it makes it, it's on there, there's things that we need to do. So. Yeah. Whenever you're ready with that figure, and whatever other recommendations you want to bring back to us, or maybe get a solid figure for Councilmember Gamez as far as who was actually on the permanent versus the home rule, just bring it back to us.

ARTZ: Yeah.

MAYOR RODRIGUEZ: And I think we would all be pretty much on board with this, but we'll formalize the next time you come in front of us. Thank you for the information.

GAMEZ: Thank you, Kevin.

ERIVES: Thank you.

MAYOR RODRIGUEZ: City Clerk, before we move on, please let the record reflect that both Jimmy -- Vice Mayor Davis, and Councilwoman Laborin are present.

SALAS: Okay.

MAYOR RODRIGUEZ: All right. And then, so that was City of Permanent Base, and now we have the annual review of City of Tolleson Code of Conduct for Elected and Appointed officials. Don't worry, folks, nobody's in trouble. This is just in reminding us of the do's and don'ts of great governance.

UNIDENTIFIED SPEAKER: (Indiscernible).

MAYOR RODRIGUEZ: Truncated it?

PIERCE: I did, I cut -- this is similar to the one we did a year ago. I couldn't believe it when Crystal was like, hey, it's time for the annual update, or the annual review. And it truly is just a review. There's been no election. You're all here from last time, so I'm not going to just rehash everything for you. I'll make this very brief.

The point of the Code of Conduct is to effectuate the efficiency in government and the respect that you all really, actually, do a really good job of.

So next slide.

As you know, we run a council manager form of government here, which is the vast majority of the cities and towns in Arizona. I think there may be one out there, may be

Tombstone or something, I don't know, that does -- that does it the other way. But you can see that the key is that the Council sets the policy for the city, but does not run the administrative affairs of the city. Was that me that did it?

MAYOR RODRIGUEZ: Go with it. Just go with it.

PIERCE: That's right. So the Council is under the code, and under the council manager form of government is not to interfere with the administrative affairs. And I put the bullet up there, when in doubt, involve the city manager. If you have a question about anything that's going on, involve the city manager. Don't go to staff. It confuses them. The manager will always be able to take you to staff if you have questions or other things like that. And it's really for your own protection. What is the value of that? Legislative immunity is key.

I've litigated cases. I probably shared this with you last time. And I've litigated cases where individual council members get named in lawsuits because it's claimed that they got themselves involved in the administrative affairs, as opposed to just being policymakers. When you just stay as policymakers and let the administrators do their job, I can defend you and I can say, no, you shouldn't be named in a lawsuit because you're just the policymakers of the organization. You're just acting in a legislative capacity, and you get immunity for that.

And then, again, it confuses staff. They don't know who they're -- they're always going to view you as a councilmember, as somebody with authority, whether or not it's actually true that you can't direct them, but they'll think they won't know that then, and they'll want to be respectful. And it's a confusing thing. So it's important to maintain those boundaries and allows you to provide the vision and allows the administrators to administer.

As far as the Code of Conduct goes, again, I've been, as you know -- our firm -- well, you may not know. Our firm is, I think, 23 or 24 Arizona cities and towns where we're their contracted city and town attorneys. And as you know, number one was?

MAYOR RODRIGUEZ: Is. Right here.

PIERCE: Is, always will be right here. Tolleson was the first. And you set the precedent

and everybody came on board, and everybody said, hey, we want what they have. In so many ways, Tolleson leads the way. But I share that with you because I have a lot of experience in a lot of different places. We go all over the state, and we have emails between our group on different things going on, and some of the things that go on in the city, some cities and towns are just difficult, really, really difficult.

And it's not to say that you don't have -- I mean, nobody's perfect, but you guys do a really good job, in my view, of being respectful to each other, to staff, to the public. And that's the key to the Code of Conduct. It's intended to be a code, a code to help you maintain that respect with each other. Civility and decorum, avoid personal comments. Private comments can turn into public issues. Your conduct with city staff and treating everybody professionally, don't disrupt. This, again, this goes back to the council manager form of government stuff.

And then, conduct with the public. And the last bullet point is really the most important one. I mean, it -- Tolleson is still a small city. It's like, I hear you guys all the time talking about growing up, and all the people that you know. I mean, I think Vice Mayor is related to, like, half the city, from what I understand. You know what I mean?

And so that's -- it's a place where if your conduct with the public isn't courteous, respectful, it's going to be a big deal. More so than maybe what somebody could get away with in a large city like Phoenix or Mesa or Tucson or whatever. So.

And then, just finally maintaining -- understanding the conduct with public agencies, boards and commissions, the media. In those situations, you -- if you're ever speaking in one of those boards, or whatever -- and I always advise you not to do that, but stay up here. But if you ever do that, make sure that it's clear that you're not speaking on behalf of the city, that you're speaking on your own stuff.

Don't never go off the record when it comes to the press, because that doesn't ever go very well. But really, the key is just if an employee said it, would he or she be disciplined for it? For harassment, hostile work environment, bullying, et cetera? If so, certainly not appropriate for a member of the Council to do that. I mean, like I said, I think you guys do a wonderful job with that. So with that, told you -- did I stick it to five? Did I get

it? Five minutes. Any questions?

All right. Thanks.

GAMEZ: See you next year.

MAYOR RODRIGUEZ: All right. We're going to move on to mayor and city manager reports of current events. I think, before we go on to parks and recreation, we have to state the obvious. We had an amazing event this week. We had both our Congresswoman Ansari, and Councilwoman -- Congresswoman Ansari. I do this all the time. I do with Stanton, also. Yeah, she used to be a councilwoman, and she is now a federal congresswoman in the House of Representatives.

Congresswoman Ansari, and then, also, Congresswoman Grijalva were both present here for really two main reasons. Number one is they were here to award the City of Tolleson over \$2 million in grant funds, federal grant funds, that we have gone and lobbied with -- or got lobbied for a number of years. And they presented us two really good-sized checks.

One of them is for a program that was talked about earlier, which is a multi-modal path. And really, it's about promoting healthy living in the City of Tolleson and trying to get our residents to that big marker of 100 years of age. Plus, not that you have to die at 100. You can keep going, but get us get to a good percentage of our folks there by exercise, eating well, taking care of themselves, basically. And this multi-modal path will address that directly. I think that's -- that would be an awesome thing for us to be able to accomplish.

And the other one has to deal with wastewater, and creating a regional plant that's going to benefit not only Tolleson, but other partners that want to come on board. And so, in total, it's about \$2 million. And so I think it's a huge win. And I'm very thankful for both of the congresswomen for coming down and spending time with us. And I guess my question is where's Ruben? We had Mark Kelly in Tolleson, we have Councilmember Ansari. We've had Councilmember Grijalva. So now we got to get Ruben to come down here and spend some time with our residents. So let's make that phone call and get them down here. Tell them we got good coffee and pan dulce.

So Councilmembers, other things you'd like to add?

GAMEZ: No, I believe that it was a great showing for Tolleson. We had many legislators in state here. They were impressed. The people that provided the lunch, it was great. And I believe the office of the governor was here. Attorney general's office was here. Gallego's office was here. The AG's office was here, and we had all people report out in terms of what's going on. And finally we got to talk about the elephant in the room. What's going on with ICE? What's going on in the cities? In the nation? And we talked about that. We had frank conversations. I won't get into specifics other than it was talked about. And it was great conversation, good communication.

The mayor did a great job. And Davis, here, Vice Mayor did a great job. The entire staff did a fantastic job, and I'm very proud of them. And I think people walked away thinking, man, Tolleson, is not what people think it was. And it never has been, but last night, or yesterday, we showed them, hey, we've grown up, and we can kick some butt. And we did.

Congratulations to all you guys.

Reyes, your staff, you did a great job.

MEDRANO: You did an amazing job.

GAMEZ: It was great.

MAYOR RODRIGUEZ: Other members that were present. Vice Mayor:

DAVIS: It was a really fantastic day. I mean, kudos to the staff for putting it together. And thank you to Congresswomen Grijalva and Ansari for coming to Tolleson and for advocating for Tolleson and getting those funds for us. Those are going to be crucial investments for our future.

And then, just a thank you to all of the state legislators and different offices that were here. Councilmember Gamez mentioned a bunch of them there. There was just so many different offices represented, and right here in Tolleson. And I think that's really important that we bring them -- we bring them home and we show them what Tolleson is about. And I think we did a really great job of that. So I'm proud of everyone. Everyone did a great job. Council, staff, everyone. So good work, guys.

MAYOR RODRIGUEZ: Yeah, I will add, I think a lot of the cities -- and I'm thinking of, obviously, Minneapolis, top of head -- were caught off guard. One day, they opened up and they had a huge presence of ICE. And there was this big initiative going on. And so they had to respond. I think here in the state of Arizona, we've done a good job of listening to best practices, making sure that the AG's office is hearing us, making sure that the Congress people are on board with what we need to be doing.

And I can tell you that that we have formalized what appears to be a very unified front, and hopefully, it doesn't come here, and what's been happening over there doesn't make its way to Arizona or any other state, for that matter. And it ends in Minnesota. The fact of the matter is, you can wait till it happens and then react, or you can prepare proactively to make sure that we have everything in place that we need to do to best protect the people of Arizona, its residents, and the people of Tolleson.

And this event was, I think, exactly meant to prioritize that, right there. The dialogue was great. The members were great. A lot of partnerships were built. And ultimately, Tolleson is better for it. And I look forward to continuing to offer these types of talks as an organization to the greater Arizona community so that we're on the same page and we can find ways to partner up to make things better for Arizonans in general and residents here in Tolleson and the West Valley.

Anybody else?

Yes, Linda?

LABORIN: I don't even want to call it a complaint, but one of my seniors said something about how come she didn't go around shaking hands with the people in the audience. I told her because of the time, she only had so much time to be here. Yes, she got here late, but she was driving from Tucson.

MAYOR RODRIGUEZ: Yeah.

LABORIN: There's no way you can judge --

MAYOR RODRIGUEZ: The traffic.

LABORIN: -- the traffic. She says, but my husband and I have been voting for the Grijalvas for years and years. And I said, yes, so I still have a lot of people. But I mean, it

would be sort of hard for her to go around shaking hands with everybody that was there, and that would have made her late ---

MAYOR RODRIGUEZ: Yeah.

LABORIN: -- to go to the other section of the program.

MAYOR RODRIGUEZ: And I will add, she has -- I'm thinking back at our veterans event that we had. She showed up, she came on stage. Again, she showed up a little late, but she -- and I told her straight up, I said, Tolleson is not a kiss babies and shake your hand and just go kind of a city. We like eye contact. We like feeling your -- the grip of your hand and just having a good down conversation. And she did. I think she did very well to go around to every single table, shake everybody's hands, have a conversation with them. And her schedule obviously was not opened up enough to do that, either of them. But I don't think she's opposed to coming back someday.

LABORIN: Uh-huh.

DAVIS: The one thing that I would add to that is that her office is going to be setting up here once a month. On, what is that? Tuesdays, the first Tuesday of the month, they'll be here every single month. So that might be something that you want to share with them. They can go visit with her staff because they're going to have a presence in Tolleson, which is huge and I'm very grateful for that.

MAYOR RODRIGUEZ: And we'll be seeing her here, hopefully, in about a month, and so I'll make sure to bring that up.

Yes ?

GAMEZ: They committed to having a follow-up meeting with the same group. Both congresswomen. So that's a good thing. And they were impressed. And we'll see what happens.

MAYOR RODRIGUEZ: Yeah. Councilmember Erives?

ERIVES: Thank you, Mayor. I just wanted to say, when we see that -- what's happening on a nationwide, we're -- it's heartbreaking. Right? What's happening in other places. And as leaders of our community, our question is always, what can we do? How do we prepare? How do we inform our residents, and how do we make sure that we're safe?

It was wonderful that staff is already working on that. They're already taking action steps for, what do we need to do? And I'm just going back to when we had COVID. That was a situation where nothing was prepared, right? We weren't sure.

But the team, oh, my gosh, we all got together and we worked as a team, and we unified and it might be today, this is the plan. And tomorrow it changes because of what's happening. And so having staff that is already thinking, what are we doing? What do we do? How can we inform? How do we communicate? How do we be prepared? And how are we going to be flexible for all these things that could happen, and that preparedness? Right? Just to be prepared set my heart at ease.

Okay. So now we know, and having everyone in that building together, having that same team, we're united. We're going to work together. We're going to get through this and how -- and having to rely on one another.

I felt it was a wonderful meeting that came out with action steps. What can we do? What are we doing? I know we spoke with Councilmember Chavira, and we were talking, what are our action steps next? What can we do? How can we be prepared? And that to have staff already saying, well, we're ready, we're ready. It was wonderful. Whatever happens, we're ready. Yes.

Thank you, Mayor.

MAYOR RODRIGUEZ: Councilmember Chavira?

CHAVIRA: Most importantly, that there's communication on all levels of government, a local government, our state government, our federal government leaders, and that there was open communication with them and that, as you said, that there's -- what can we do? What should we be doing? What steps should we be taking to protect the citizens of Tolleson? Because that is why we're here.

And so as united as we all are, because we all agree that that is what our job is, to protect our citizens, and that we will do what we can, when we can. And -- but the communication is there, and we are listening and we are paying attention. And thank you, staff, because that was a great opportunity and to have put it together in a short period of time, very appreciative of that, because we would not have had that

opportunity had you not worked hard to get us to that point. So thank you. But important work, for sure.

GAMEZ: Just food for thought. I know we talked about what -- and it's great. With \$2 million for the path. It's going to be lit and stuff. We need to talk about -- or not talk about, but start thinking about planning something. How are we going to use that pit and make it a water amenity? It's big. And people -- and then you continue with the path around it. Fish, or whatever that is, land, an asset that we haven't even talked about.

MAYOR RODRIGUEZ: Needs to be activated.

GAMEZ: Absolutely. We need to talk and have come up with ideas because now is the time to hit it in terms of getting more money if we do something there.

MAYOR RODRIGUEZ: I just want to add, I had a baby shower that I had to attend on Sunday. Is there a hand up or?

DAVIS: Our attorney is cringing over here.

MAYOR RODRIGUEZ: I know. This will be quick.

PIERCE: I'm sorry. That I was just an -- I just threw it out there. Sorry.

MAYOR RODRIGUEZ: All I'm saying is that the development, Aloma, down by PIR, has a very small lake, a community lake, for the development. I think that would be a very good example that we may want to consider for future development here behind Happy Town in Tolleson. So but -- good point.

Anybody else? Anybody else?

I'd like to say a comment that has something to do with agenda.

[LAUGHTER]

GAMEZ: You're doing your job. Thank you. So noted.

MAYOR RODRIGUEZ: Okay. So with that --

Reyes, did you want to add anything?

Okay. Community event updates. I'm going to send it over to our Parks and Recreation Director, Babchuk?

BABCHUK: Thank you, Mayor.

Members of the Council, January 16th, we kicked off our third Friday event. It was really well attended. I think the entertainment and food trucks really hit it off with the people. It's like they've been waiting for this third Fridays to start up again. Our next one will be February 20th. We have a couple acts we're looking into getting and will be celebrating Black History Month during that event. So that's it. Thank you.

MAYOR RODRIGUEZ: Okay. With that, is there anything else that anybody would like to add for the good of the order?

Well, then I will entertain a motion to adjourn.

GAMEZ: So moved.

MAYOR RODRIGUEZ: We have a motion to adjourn by Councilmember Gamez. We have a second by Vice Mayor Davis. All those in favor of adjournment, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed can stay here by themselves.

[LAUGHTER]

MAYOR RODRIGUEZ: All right. We are adjourned.

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 27, 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 21, 2026 to February 3, 2026

MEETING DATE: February 10, 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 21, 2026 to February 3, 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:

None

City of Tolleson

Checks Recorded

Check Dates: January 21, 2026 to February 3, 2026

PAYMENTS OVER \$10,000

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
186789	1/29/2026	CITY OF PHOENIX	\$253,020.24
186787	1/29/2026	ASR CONSTRUCTION GROUP LLC	\$113,623.08
186685	1/21/2026	CITY OF PHOENIX	\$48,944.57
186732	1/22/2026	CITY OF GLENDALE	\$35,000.00
186695	1/21/2026	FELIX CONSTRUCTION COMPANY	\$32,456.32
186731	1/22/2026	CITY OF AVONDALE	\$31,969.48
186720	1/21/2026	SONSRAY MACHINERY LLC	\$14,785.24
186794	1/29/2026	LEA-ARCHITECTS LLC	\$14,617.50
186673	1/21/2026	ADAPTIVE ARCHITECTS INC	\$14,205.00
186682	1/21/2026	TOLLESON ELEMENTARY SCHOOL DIST.#17	\$11,750.00
186792	1/29/2026	HILL BROTHERS CHEMICAL COMPANY	\$11,717.12
186793	1/29/2026	IMAGETREND LLC	\$11,288.55
186792	1/29/2026	HILL BROTHERS CHEMICAL COMPANY	\$10,884.41
186792	1/29/2026	HILL BROTHERS CHEMICAL COMPANY	\$10,884.41
186792	1/29/2026	HILL BROTHERS CHEMICAL COMPANY	\$10,084.41

CITY COUNCIL REPORT



SUBJECT: First Amendment to Professional Services Agreement with A & Sons Electric, Inc. for Transformer Upgrade at the Parks and Recreation Center

MEETING DATE: February 10, 2026

TO: Mayor and Council

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

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Parks and Recreation Department is requesting approval of the First Amendment to the Professional Services Agreement with A & Sons Electric, Inc. to provide additional electrical services associated with a required transformer upgrade by SRP for the emergency generator at the Parks and Recreation Center.

BACKGROUND:

On July 14, 2025, the City entered into a Professional Services Agreement with A & Sons Electric, Inc. for generator wiring improvements at the Parks and Recreation Center. During the course of project coordination and review with Salt River Project (SRP), it was determined that the existing transformer infrastructure did not meet current requirements and must be upgraded in order to properly support the generator system.

The transformer upgrade was not included in the original scope of work and is necessary to ensure compliance with SRP standards and to allow for safe and reliable operation of the emergency power system.

DISCUSSION:

The proposed First Amendment increases the total contract amount to allow for the purchase and installation of a new transformer and associated electrical, trenching, and concrete work. The additional scope includes demolition of the existing transformer pad, installation of a new pad and transformer, underground trenching and conduit installation, electrical changeover, grounding, inspections, and coordination with SRP and City inspectors.

The additional cost for the transformer upgrade and related work is \$86,500, increasing the total not-to-exceed contract amount from \$250,000 to \$350,000. All other terms and conditions of the original agreement remain unchanged. The amendment ensures the generator project can be completed as designed and placed into service in compliance with utility and safety requirements. Due to the upgrades in 2018 and the new Generator being installed, SRP is requiring a new Transformer to be put in on the southwest pole of the Parks and Recreation Center.

BUDGET IMPACT:

The contract increase of \$100,000 will be funded through the approved project budget for the Parks and Recreation Center electrical and generator improvements. Sufficient funds are available to support this amendment.

RECOMMENDATION:

Staff recommends approval of the First Amendment to the Professional Services Agreement with A & Sons Electric, Inc., increasing the contract amount to a total not-to-exceed \$350,000, and authorizing the City Manager to execute the Amendment.

ATTACHMENTS:

1. 02 10 26 PR - First Amendment to A and Sons Electric Inc. PSA - End Date 06 30 26

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
A & SONS ELECTRIC, INC.**

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is between the City of Tolleson, an Arizona municipal corporation (the “City”) and A & SONS ELECTRIC, INC., an Arizona corporation (the “Vendor”) (collectively, the “parties”) is hereby entered into and shall become effective upon 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 Vendor entered into a Professional Services Agreement on July 14, 2025, for Generator Wiring for Parks and Recreation Facility (the “Services and Materials”).

B. The City has determined that it requires an additional transformer upgrade and all work required for installation and upgrade.

C. The City and the Vendor desire to amend the Agreement to increase the compensation for additional Services and Materials for the transformer upgrade and work for installation as attached hereto as Exhibit A and incorporated herein by reference.

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. Compensation. The City shall pay Vendor a price not to exceed ~~\$250,000.00~~ **\$350,000.00** as set forth in the Fee Proposal.

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

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

4. Conflict of Interest. This First Amendment and the Agreement may be cancelled by the City pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First 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

“Vendor”

A & SONS ELECTRIC, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

Date

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
A & SONS ELECTRIC, INC.
(Additional Scope + Fee Proposal)
See following pages.

A & SON'S ELECTRIC, INC.

6622 S. 66th Ave
85339
1/15/26

Laveen, AZ
Roc-287219

Job contact: Adam Arevalo (602) 581-0980

This is for proposal Tolleson Park recreation at 9251 West Washington Tolleson, Arizona 85353. In the amount of \$86,500 this includes new transformer and all work needed from SRP transformer upgrade, all electrical work, underground Trench, all concrete/asphalt removal with reinstall. To start scope of work 75% deposit is required in the amount of \$64,875 and remaining balance of \$21,625 will be paid when complete. SRP has finalized this design of scope of work on 1/15/26

Scope of work:

- Trench 10' off (alley wall) cut concrete /asphalt from existing transformer to south west power pole approximately 100'
- Dig/underground 4' deep Trench must keep distance from existing utilities
- Install (3) 3" pvc from transformer to existing pole and stub and both ends new transformer
- Demo existing Electrical transformer pad and install new pad new concrete with new pvc 90s
- Back fill all dirt after SRP electrical inspection and tamp dirt install new concrete/asphalt
- Demo old transformer pad to meet new SRP requirements must have 3' clearance at pad
- Schedule electrical disconnect at rec center to do change over For new transformer
- Pull new feeders from existing pole to new transformer
- New bonding and grounding at new transformer
- A & SONS ELECTRIC will schedule with SRP, concrete contractor, and city of Tolleson for all inspections and correct closure of alley.

Deposit \$64,875

When complete \$21,65

Total cost \$86,500 Includes New transformer all SRP work all concrete demo/reinstall all electrical, material, work.

Excludes: All hard Dig, any relocation of brick wall, trash can entry or gate .

Client signature _____ x. Adam Arevalo x.

CITY COUNCIL REPORT



SUBJECT: Intergovernmental Agreement for Participation in the West Valley Mobile Field Force Response Team (MFFRT)

MEETING DATE: February 10, 2026

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Police Department is requesting approval of Resolution No. 2629 adopting an Intergovernmental Agreement between the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg for participation in the West Valley Mobile Field Force Response Team (MFFRT).

BACKGROUND:

Arizona law allows municipalities to enter into intergovernmental agreements for the joint exercise of governmental powers and law enforcement mutual aid under A.R.S. §§ 11-951 et seq. and A.R.S. § 13-3872.

This Agreement creates a regional partnership between West Valley agencies to provide coordinated law enforcement response to incidents such as civil disturbance, public demonstrations, volatile situations, or events involving large crowds.

DISCUSSION:

The West Valley Mobile Field Force Response Team provides a pool of trained officers available upon request to assist participating agencies during multi-jurisdictional events requiring additional public safety resources.

Each agency designates leadership and sworn officers to participate in training, coordination, and deployment efforts. The agency with jurisdiction over an incident remains the lead agency during any deployment.

The Agreement will remain in effect through July 1, 2031, with the option for any party to withdraw with thirty (30) days written notice.

BUDGET IMPACT:

Each participating agency is responsible for its own costs, including salary, overtime, benefits, vehicles, and equipment. No administrative costs are charged between parties. Grant reimbursement may be available if funding is awarded.

RECOMMENDATION:

Approve Resolution No. 2629 authorizing the City Manager to execute the Intergovernmental Agreement for Participation in the West Valley Mobile Field Force Response Team. Staff recommends approval of this item.

ATTACHMENTS:

1. Res 2629 West Valley Mobile Field Force Response Team IGA 02 10 26

RESOLUTION NO. 2629

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, AND THE TOWN OF WICKENBURG FOR PARTICIPATION IN THE WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the municipal corporations of the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg (collectively, the “Parties”) desire to enter into an Intergovernmental Agreement (“Agreement”) for participation in the West Valley Mobile Field Force Response Team (“MFFRT”); and

WHEREAS, the Parties are authorized and empowered by A.R.S. Sections 11-951 et seq. and A.R.S. Section 13-3872 to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, it is the desire of the Parties to work together for mutual benefit of the public and to coordinate response to incidents of civil disturbance, public demonstrations, volatile situations, or events involving large crowds requiring multi-jurisdictional law enforcement resources; and

WHEREAS, the Mayor and City Council find that entering into this Agreement is in the best interest of the City of Tolleson and its residents.

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

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

Section 2. The Intergovernmental Agreement for Participation in the West Valley Mobile Field Force Response Team 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 10th day of February, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2629

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE
WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM**

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into by and between the municipal corporations of the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA the municipal corporations listed may be referred to as a "Party" and may be referred collectively as "Parties". The law enforcement agency of the Parties will be referred to as "Agency" or "Agencies".

I. RECITALS

WHEREAS, the Parties are authorized and empowered by A.R.S. Sections 11-951 *et. seq.* and A.R.S. Section 13-3872, and in some instances by city charter provision, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the Parties and Agencies to work together for mutual benefit of the public; and

WHEREAS, it is the desire of the Parties and Agencies to work together and coordinate response to incidents of civil disturbance, public demonstrations, volatile situations of large or intermediate scale, or any event involving large crowds; and

WHEREAS, the locations of each Party's jurisdiction and their proximity to each other makes it advantageous to enter into this IGA in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity.

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

For purposes of this IGA, the Agencies of the aforementioned Parties shall hereinafter be known collectively as the West Valley Mobile Field Force Response Team (MFFRT). Each West Valley MFFRT agency shall provide a copy of its fully executed IGA to every other member agency. If any Native American Tribal Government becomes a party to this IGA and requests MFFRT assistance, all assisting MFFRT team members shall be granted tribal

peace officer authority for the duration of the MFFAT activation within the applicable tribal jurisdiction.

II. PURPOSE

The purpose of this Agreement is to create the West Valley Mobile Field Force Response Team ("MFFRT"). The primary goal of the MFFRT is to provide a pool of specialized officers available, upon request, to assist in responding to volatile situations, incidents of civil disturbance, public demonstrations or events involving large crowds.

III. ACTIVATION, PROCEDURES AND RESOURCES

Each Agency director shall appoint a MFFRT Leader ("Leader") as well as an Alternate for that Agency who shall be no less than the rank of commander or equivalent, and no less than four (4) sworn officers to be MFFRT Members ("Members"). Each Leader shall be responsible for all training, coordination and deployment of members from the same Agency, as well as coordination of training and deployment with each other Agency. Leaders are also responsible for mediating any disagreements between the Agencies during a MFFRT deployment. Each Agency shall notify every other Agency of the name and contact information of that Agency's Leader and Alternate, as well as when that designation or information changes.

Any Agency to the Agreement may request activation or deployment of MFFRT. It shall be the responsibility of the Agency requesting activation to contact assigned Leaders via the law enforcement communications center of each Agency.

The Agency that has jurisdiction over the incident or investigation will remain as the lead agency for the duration of a particular MFFRT deployment with support from MFFRT agencies.

Each Agency, if resources are available, shall make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any MFFRT deployment. In the event a MFFRT Member is not available or as the situation dictates, an MFFRT agency may provide other sworn officers not designated as MFFRT Members in support of a MFFRT deployment.

Each Agency shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a MFFRT deployment.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the West Valley

Mobile Field Force Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

Each Party (as "indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee"¹¹) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. EFFECTIVE DATE, DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2031, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKERS' COMPENSATION

Pursuant to A.R.S. §23-1022(0), for the purposes of workers compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply with A.R.S. 35-393 et seq. if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating MFFRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an

incident, crime or matter under consideration.

The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.

Neither this IGA, nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.

No term or provision in this IGA is intended to create a partnership, joint venture or agency arrangement between the Parties.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

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

All of the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The West Valley MFFRT Leaders shall compile a list of each Party's contact person, address, and phone number and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on this _____ day of _____, 2026.

CITY OF TOLLESON, an Arizona municipal corporation

By: _____
Reyes Medrano, Jr.
City Manager

ATTEST:

Crystal Zamora
City Clerk

APPROVED AS TO FORM:

Justin Pierce
City Attorney

Reviewed By:

Rudy Mendoza
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
Justin Pierce
City Attorney

Date: _____

CITY COUNCIL REPORT



SUBJECT: Resolution No. 2632 – Acquisition of Real Property at 9101 W. Pierce Street (APNs 102-49-117A and 102-49-118)

MEETING DATE: February 10, 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. 2632, authorizing and approving the acquisition of certain real property located at 9101 W. Pierce Street, Tolleson, Arizona, for present and future public and municipal purposes, and authorizing the Mayor, City Manager, and City Attorney to complete the acquisition on behalf of the City.

BACKGROUND:

The City of Tolleson continues to evaluate opportunities to acquire strategic properties that support the City’s long-term growth, development, and municipal needs. The subject property is identified as Maricopa County Assessor’s Parcel Nos. 102-49-117A and 102-49-118, located within city limits at 9101 W. Pierce Street.

Resolution No. 2632 has been prepared to formally authorize the acquisition of this property and to allow City officials to take all necessary steps to complete the purchase transaction.

DISCUSSION:

Approval of this Resolution will authorize the City to acquire the subject property by purchase for an amount not to exceed \$300,000, plus acquisition and closing costs.

Because the City may determine the final use of the property at a later date, the Resolution provides flexibility by stating that the acquisition is for present and future public and municipal purposes, allowing the City to utilize the property in a manner that best supports future municipal objectives.

The Mayor, City Manager, and City Attorney are authorized to perform all acts necessary to acquire title and possession of the property on behalf of the City.

BUDGET IMPACT:

The City will purchase the property for an amount not to exceed \$300,000, plus acquisition and closing costs. Funding for the acquisition will be provided through available City funds as determined during the closing process.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 2632, authorizing and approving the acquisition of certain real property located at 9101 W. Pierce Street (APNs 102-49-117A and 102-49-118) for an amount not to exceed \$300,000, plus acquisition and closing costs. Staff recommends approval of Resolution No. 2632.

ATTACHMENTS:

1. Res 2632 Authorization of Acquisition of Real Property, APNs 102-49-117A and 102-49-118, for Municipal Purposes - Ana Bayardo 02 10 26

WHEN RECORDED, RETURN TO:

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

RESOLUTION NO. 2632

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING AND APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY IN THE CITY FOR PRESENT AND FUTURE PUBLIC AND MUNICIPAL PURPOSES, AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER AND CITY ATTORNEY TO ACQUIRE TITLE TO MARICOPA COUNTY ASSESSOR'S PARCEL NOS. 102-49-117A and 102-49-118 LOCATED AT 9101 W. PIERCE STREET, TOLLESON, ARIZONA, ON BEHALF OF THE CITY BY PURCHASE FOR AN AMOUNT NOT TO EXCEED \$300,000, PLUS ACQUISITION AND CLOSING COSTS.

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

WHEREAS, the Council of the City of Tolleson finds that acquisition of the property described is necessary to support present and future municipal needs and other lawful public purposes, and it is in the public interest to acquire such property; and

WHEREAS, the Council of the City of Tolleson has considered alternatives available to it, has balanced the public good and the private injury resulting from the acquisition of the property, and has determined that acquisition of the property will further the City's governmental functions and provide the greatest public benefit.

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

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

Section 2. The Mayor, City Manager and City Attorney are hereby authorized and directed to acquire title to and possession of the real property described in Exhibit A by donation, eminent domain or purchase for an amount not to exceed fair market value up to and including \$300,000, plus acquisition and closing costs.

Section 3. The Mayor, City Manager and City Attorney are authorized to perform all acts necessary to acquire said property for any lawful present or future public and municipal purpose as determined by the City Council, on behalf of the City.

PASSED AND ADOPTED by the Council of the City of Tolleson, Arizona, on this 10th day of February, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2632

[Purchase Agreement]

See following pages.

REAL ESTATE PURCHASE CONTRACT

The parties to this Real Estate Purchase Contract (the "Contract") are Ana Bayardo, a single person, (hereinafter "Seller"), and the City of Tolleson, Arizona, a municipal corporation organized under the laws of the State of Arizona, (hereinafter "Buyer"). The Seller agrees to sell, and the Buyer agrees to purchase certain real property under the terms and conditions set forth below:

1. LEGAL DESCRIPTION

The Property to be conveyed by the Seller to the Buyer under this Contract is legally described in Exhibit A, attached hereto and made a part hereof.

2. PURCHASE PRICE

The total purchase price for the Property is \$300,000.00 to be paid by the Buyer to the Seller through Pioneer Title Agency located at Pioneer Title Agency, Inc., 1550 East Missouri Avenue, Phoenix, Arizona 85014, with Jennifer Siverio serving as Escrow Agent ("Escrow Agent"), upon close of escrow.

3. BROKERAGE COMMISSION

The Seller, who is an active real estate agent in the State of Arizona, Real Estate Number SA570143000, and is represented herself to market and sell the Property. Seller is solely responsible for compensating costs contained within any agreements and hereby indemnifies the Buyer against any claim for commission (including all costs and attorneys' fees expended in defending against such claim) arising from or related to the transaction set forth in this Contract. This indemnity shall survive termination of this Contract.

4. RISK OF LOSS

Except as otherwise provided in this Contract, all risk of loss related to ownership and possession of the Property, including liability to third persons, shall be the responsibility of the Seller until the title and possession of the Property passes to the Buyer at Close of Escrow. Seller shall indemnify and hold Buyer harmless for all such loss, damage, liability, fees or costs of any kind whatsoever, except those caused by the Buyer. This indemnity shall survive termination of this Contract.

5. TITLE INSURANCE; CLOSING COSTS AND PRORATIONS

5.1 Buyer will pay all escrow fees, except outstanding real property taxes, assessments, liens or judgments, related to the sale of the Property. Escrow Agent shall issue or cause to be issued a standard coverage owner's policy of title insurance in the amount of the purchase price and naming Buyer as the insured. Buyer shall bear the cost of such title policy. The Seller shall be responsible for all property taxes and assessments levied and due against the

Property up to the date of closing. The Buyer shall be responsible for all taxes and assessments levied against the Property after the closing date. Real property taxes for the year in which Close of Escrow occurs that are payable by Owner shall be prorated based upon the latest tax information available, and there shall be no post-Closing reconciliation between the parties of any such prorations.

5.2 Seller shall be responsible for any recorded liens or judgments and all property taxes and assessments levied and due against the Property prior to closing. Buyer shall be responsible for all taxes and assessments levied against the Property after the closing date. Real property taxes for the year in which close of escrow occurs and that are payable by Seller shall be prorated at close of escrow between the parties based upon the latest tax information available.

5.3 All of the above-referenced costs that are the responsibility of the Buyer shall be paid into escrow on or before the Close of Escrow in addition to the purchase price. All costs that are the responsibility of the Seller as referenced above shall be paid from the proceeds of the sale price to which the Seller is entitled.

6. TITLE WARRANTY

Fee Simple absolute title to the Property shall be transferred by the Seller to the Buyer at the Close of Escrow by Special Warranty Deed, which shall include conveyance of all surface and ground water rights related to the Property. Buyer is obligated to accept title to the Property at Close of Escrow only if (1) the Property is free and clear of all defects, exceptions, easements, covenants, conditions, restrictions, mining claims, liens and encumbrances; and (2) the Buyer, at its sole discretion, is otherwise satisfied with the condition of title as reflected in the above-referenced title report and policy and any investigation made by Buyer pursuant to Paragraph 7. Buyer shall have until Close of Escrow to file its objections to the condition of title.

7. INVESTIGATIONS

Buyer shall have until Close of Escrow to make such investigations of the Property as Buyer deems necessary to assure Buyer that the Property is suitable for Buyer's intended purposes and that no hazardous wastes or substances are located on or under the Property. During this due diligence period, if Buyer determines, in its sole and absolute discretion that the Property is unacceptable for Buyer's purposes for any reason, Buyer shall have the right to terminate this Agreement by giving to Seller written notice of termination before the Close of Escrow and the Earnest Money shall be immediately refunded to Buyer.

8. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

Seller warrants, represents, and covenants (with the understanding that Buyer is relying on these warranties, representations, and covenants) that:

8.1. Except as reflected in the preliminary title report at the time of execution of the Contract, there are no claims, actions, suits, or other proceedings pending or threatened by any

governmental department or agency or any other corporation, partnership, entity, or person whomsoever, nor any voluntary actions or proceedings contemplated by Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title, or interest in and to the Property or the value of the Property or Seller's ability to perform Seller's obligations under this Contract.

8.2. Seller owns the Property in fee simple absolute, subject only to the matters reflected in the preliminary title report.

8.3. There is no pending or threatened condemnation or similar proceeding affecting any part of the Property, and Seller has not received any notice of any such proceeding and has no knowledge that any such proceeding is contemplated.

8.4. No work has been performed or is in progress at the Property and no materials have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against any part of the Property.

8.5. Seller is not prohibited from consummating the transactions contemplated by this Contract or any law, regulation, agreement, instrument, restriction, order or judgment.

8.6. There are no parties in adverse possession of the Property; there are no parties in possession of the Property except Seller; and no party has been granted any license, lease, or other right relating to the use of possession of the Property.

8.7. There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Seller or pending against Seller or affecting or involving the Property.

8.8. There is no default, nor has any event occurred which with the passage of time or the giving of notice or both would constitute a default in any contract, mortgage, deed of trust, lease, or other instrument which relates to the Property or which affects the Property in any manner whatsoever.

8.9. There are no contracts or other obligations outstanding for the sale, exchange, or transfer of all or any part of the Property.

8.10. There are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, instructions, or agreements applicable to the Property. Seller has not received notices from any insurance companies, governmental agencies, or any other person with respect to violations concerning the Property. If any notices of violations are received prior to Close of Escrow, Seller shall immediately submit copies to Buyer and Buyer's review and acceptance shall be a condition precedent to Close of Escrow.

8.11. Seller will not at any time prior to Close of Escrow grant to any person an interest in the Property.

9. OPENING OF ESCROW/CLOSE OF ESCROW

Opening of Escrow is defined to be the date that this Contract, signed by both parties, is delivered to the Title Officer. Close of Escrow shall occur on or before 30 days from opening of Escrow provided any and all lender releases and/or consents have been obtained by Title. Close of Escrow will be at the offices of the Escrow Agent set forth in Paragraph 2 herein. At the Close of Escrow, both the title to and possession of the Property shall be transferred from the Seller to the Buyer. Any monetary encumbrances existing against the Property at the Close of Escrow shall be satisfied from the proceeds of the sale price.

10. EMINENT DOMAIN/CONDEMNATION

Should, for any reason, all or any portion of the Property be purchased prior to Close of Escrow by any government entity by eminent domain or condemnation, any proceeds from such transaction shall belong solely to the Seller. Upon condemnation of all or any portion of the Property, Seller shall be responsible to pay all escrow costs and fees related to this Contract and all rights and obligations of the parties under this Contract shall terminate.

11. USE OF SUBJECT PROPERTY

Seller shall have the exclusive right to use the Property until Close of Escrow. Seller agrees to maintain the Property through Close of Escrow in the same condition the Property exists at the execution of this Contract. Seller shall not remove any fixtures or improvements from the Property unless otherwise agreed to by the Buyer in writing. The Buyer does not have any right to use or enter upon the Property until completion of the Close of Escrow and transfer of title, unless otherwise agreed to by the Seller.

12. RIGHT TO ENCUMBER

As referenced above, the Property is to be free and clear of all liens and encumbrances at the time of transfer of title from the Seller to the Buyer. The Seller shall not voluntarily encumber the Property after execution of this Contract. Seller agrees that all encumbrances existing against the Property at Close of Escrow shall be satisfied from the proceeds of the sale.

13. ENVIRONMENTAL LIABILITY

13.1 Neither Seller nor, to the Seller's knowledge, any other person ever caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under, or at the Property or any part thereof or from the Property or any part thereof into the atmosphere or any watercourse, body of water, or wetlands and neither the Property nor any part thereof has ever been used (by Seller or, to the best of Seller's knowledge, by Seller's predecessors, or by any other person) as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. For purposes of this Contract, "Hazardous Material" means and includes any petroleum product and any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and

Liability Act; any so-called "Superfund" or "Superlien" law; the Toxic Substances Control Act; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect; and asbestos or any substance or compound containing asbestos, PCB's, or any other hazardous, toxic, or dangerous waste, substance, or material. Seller has not, nor to Seller's knowledge have Seller's predecessors or any other person installed any underground tanks.

13.2 Seller hereby indemnifies Buyer and agrees to pay, defend, and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever, including reasonable attorneys' fees paid, incurred or suffered by, or asserted against, Buyer for, with respect to, or as a direct or indirect result of, the placement of any Hazardous Material on the Property by Seller, or an agent or employee of Seller, or the escape, seepage, leakage, spillage, discharge, emission, or release from the Property into or upon any land, the atmosphere, or any watercourse, body of water, or wetland of any Hazardous Material placed on the Property by Seller or an agent or employee of Seller, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material which occurred because of the actions of Seller or any agent or employee of Seller while Seller owned the Property.

13.3 If the Property is found to contain hazardous wastes or substances in quantities unacceptable to the Buyer, or underground storage tanks requiring removal or abatement as may be determined by subsequent reports or inspection by independent experts hired by the Buyer, the Buyer has the right to terminate or rescind this Contract. However, all indemnifications shall survive termination or rescission of the Contract.

14. ASSIGNABILITY

Neither the Seller nor the Buyer may assign any of its rights or obligations under this Contract without the other party's advance written consent. This Contract shall be binding upon Seller and Buyer and their respective successors and assigns.

15. DEFAULT

15.1 Default by Seller: All provisions of this Contract are hereby deemed to be material. The Buyer shall have all rights and remedies available to it under Arizona law. Should the Seller breach any of the provisions under this Contract, Buyer shall immediately be entitled to the return of all amounts it paid pursuant to the Contract, to terminate the Contract, and to damages and to specific performance by Seller. Should Seller breach any provision of this Contract, the terms of this Contract shall not in any way be construed as a waiver of the Buyer's rights, as a municipal corporation, to obtain the Property by condemnation or eminent domain should the Seller fail to perform their obligations under this Contract.

15.2 Default by Buyer: All provisions of this Contract are hereby deemed to be material. The parties agree that Seller's remedies for Buyer's breach of this Contract shall be such rights and remedies available to them under Arizona law.

15.3 The breaching party shall be responsible to pay all escrow costs and fees related to this Contract.

15.4 The prevailing party shall be entitled to an award of all costs and attorneys' fees incurred should legal action be necessary by either party to enforce the terms of this Contract.

16. SUPERSEDING AGREEMENT

This Contract constitutes the entire contract of the parties relating to the Property and the parties agree that the terms of this Contract shall supersede all previous oral and written Contracts between them.

17. MODIFICATION

The terms of this Contract may only be modified upon written approval of all parties to this Contract.

18. SEVERABILITY

In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

19. ARIZONA LAW

Seller and Buyer both acknowledge that this Contract is executed in Maricopa County, Arizona, and relates to property located in Maricopa County, Arizona. Should legal action be necessary to enforce the terms of this Contract, all parties agree that the laws of the State of Arizona shall apply. All parties agree that the proper venue for any lawsuit shall be Maricopa County, Arizona.

20. AMBIGUITY

This Contract was drafted by the City with the assistance of their attorneys. Neither the City nor its attorneys at the law firm of Pierce Coleman PLLC, have rendered legal or other advice to Seller regarding sale of the subject property or the specific terms of this Purchase Contract. Seller is aware of its right to obtain independent professional and/or legal assistance with this Contract and, upon signing of the Contract, represents that they have taken all steps they deem necessary (including but not limited to, seeking the advice of professionals and/or attorneys) to assist them with this transaction. Consequently, the ambiguity in this Contract shall not be construed against either party.

21. CONFLICT OF INTEREST

The Seller recognizes that the Buyer is a political subdivision of the State of Arizona. Pursuant to A.R.S. § 38-511, the Buyer may cancel this Agreement within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Buyer is, at any time while the Contract or any extension thereof is in effect, an employee or agent of the Seller in any capacity or a consultant to the Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by the Buyer to the Seller with respect to the subject matter of this Contract. Notice of any such cancellation shall be given by the Buyer to the Seller pursuant to the terms of A.R.S. § 38-511. Should cancellation occur under this provision, the Seller shall return to the Buyer all moneys paid by the Buyer under this Contract. Additionally, Seller shall be responsibility for payment of all escrow fees. Buyer shall convey back the Property to the Seller.

22. AUTHORITY TO EXECUTE

The Seller and Buyer both acknowledge that the persons whose signatures appear below have appropriate authority to execute this Contract on behalf of the Seller and Buyer. This Contract may be executed in several counterparts which together shall constitute an original.

23. NOTICES

Notices required or permitted by this Contract shall be given in writing and personally delivered or sent by first class mail, postage prepaid to:

Seller:

Ana Bayardo
9101 West Pierce Street
Tolleson, Arizona 85353

Buyer:

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

With a copy to:

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

[SIGNATURES ON FOLLOWING PAGE.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

ACCEPTED BY:

DATE: _____, 2026.

SELLER:

BUYER:
CITY OF TOLLESON, ARIZONA
a municipal corporation

By: Ana Bayardo

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
Justin Pierce
Pierce Coleman, PLLC, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Maricopa County Parcel Nos. 102-49-117A and 102-49-118.

Lot 1 and 2, Tract C, of Tracts B, C, I and J of Baden Subdivision, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona recorded in Book 32 of Maps, Page 46;

EXCEPT that portion conveyed to the City of Tolleson by Warranty Deed recorded March 9, 2006 in Recording No. 2006-321903, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast line of said lot 1, a distance of 15.00 feet;

THENCE in a Northwesterly direction to a point on the north line of said Lot 1, said point being 15.00 feet West of the Northeast corner of said Lot 1;

THENCE East along the North line of said Lot 1 to the POINT OF BEGINNING.

When Recorded Return to:
City of Tolleson
Attn: City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

Exempt pursuant to A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration and other valuable considerations, Ana Bayardo, a single woman, (Grantor”) does hereby convey to the City of Tolleson, an Arizona municipal corporation, located at 9055 West Van Buren Street, Tolleson, Arizona 85353 (“Grantee”), the following real property situated in the County of Maricopa, State of Arizona:

Maricopa County Parcel Nos. 102-49-117A and 102-49-118.

Lot 1 and 2, Tract C, of Tracts B, C, I and J of Baden Subdivision, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona recorded in Book 32 of Maps, Page 46;

EXCEPT that portion conveyed to the City of Tolleson by Warranty Deed recorded March 9, 2006 in Recording No. 2006-321903, records of Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast line of said lot 1, a distance of 15.00 feet;

THENCE in a Northwesterly direction to a point on the north line of said Lot 1, said point being 15.00 feet West of the Northeast corner of said Lot 1;

THENCE East along the North line of said Lot 1 to the POINT OF BEGINNING.

SUBJECT TO current taxes and assessments; patent reservations; all covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, obligations and liabilities and other matters of record or to which reference is made in the public record; any and all conditions, shortages in area, overlaps, conflicts in boundary lines, easements, encroachments, rights-of way, rights or claims, or restrictions not shown by the public records which would be disclosed by a physical inspection, or which an accurate survey of the Property would reveal; unpatented mining

claims; and the applicable zoning and use ordinances, regulations, zoning codes and the like of any municipality, county, state, or the United States affecting the Property as same now exist and as may hereafter be established or amended.

Grantor hereby binds itself and its successors to warrant and defend title to the Property against the acts of Grantor and none other, subject to the matters set forth above.

FURTHERMORE, Grantor hereby quitclaims to Grantee, without covenant or warranty of any kind whatsoever, any rights or claims to title to water, applications for water rights, and claims to or interests in water rights which are appurtenant or in any way applicable to or derived from the Property whether surface, underground, wells, springs, percolating, flood, vested, contingent, recorded, certificated, appropriated or otherwise.

Dated this ____ day of _____, 2026.

GRANTOR:

By: _____
Ana Bayardo

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared Ana Bayardo, being so authorized to execute, who executed and acknowledged the foregoing instrument for purposes therein contained and whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be and acknowledged that they signed the Special Warranty Deed.

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

Notary Public

My Commission Expires:

ACCEPTED BY:
CITY OF TOLLESON, ARIZONA,
a municipal corporation

By: _____
Name: _____
Title: _____

Date