



# CITY OF TOLLESON

9055 W. Van Buren St., Tolleson, AZ 85353 • (623) 936-7111 • TTY users, dial 711 for Relay • [www.tolleson.az.gov](http://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 24, 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. Introduction of New Employees:  
Fire Department – Will Burner, Battalion Chief  
Public Affairs Department – Jacqueline Ochoa, Public Affairs Coordinator  
Utilities Department – Alexandra Meadows, Wastewater Operator and Paul Vega Soto, Wastewater Operator  
Employee Promotions:  
Fire Department – Sean Lucas, Fire Captain
2. Tolleson Elementary School District Funding Support Report – Giselle Herrera, Superintendent

**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 February 10, 2026. (City Clerk Department)
2. Approve Claims and Bills Report for the period of February 4, 2026 to February 17, 2026. (Finance Department)
3. Approve First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and American Fence Company of Arizona, Inc. for fencing materials and installation services, and authorize the City Manager to execute and deliver said Amendment. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$100,000 to \$200,000 for additional services and to extend the term of the Agreement from February 1, 2026 to February 1, 2027. (Development Services Department)
4. Approve Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and CDW Government LLC for Software Value Added Reseller Services, and authorize the City Manager to execute and deliver said Amendment. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$300,000 to \$375,000 for each fiscal year from July 1, 2024 through June 30, 2027. (Information Technology Department)
5. Approve the Professional Services Agreement between the City of Tolleson and Roscco Electric, LLC for lighting materials and services to convert lighting at Veterans Park from halogen to LED, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an amount for the services at the rates

set forth in the Fee Proposal. The maximum aggregate amount for this Agreement shall not exceed \$250,000. This Agreement shall remain in full force and effect until February 1, 2027. (Parks and Recreation Department)

**I. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION**

1. Housing Study Update – Noel Schaus, Revitalization Manager

**J. REGULAR AGENDA – ACTION ITEMS**

1. Adopt/Deny Resolution No. 2633 of the Mayor and Council of the City of Tolleson, Arizona, approving financial support for the redevelopment of two current public housing properties within the City of Tolleson, approving a loan in the amount of \$500,000 at an interest rate between 2% and 3%, approving development-related fee waivers in an amount of at least \$100,000, authorizing the City Manager to execute an Intergovernmental Agreement and related documents, and declaring an emergency. (Development Services Department)
2. Adopt/Deny Resolution No. 2634 of the Mayor and Council of the City of Tolleson, Arizona, authorizing the sale of City Parcel No. 102-48-263, located at the northeast corner of 91st Avenue and Van Buren Street, to Schulte Real Estate Management Corp., and authorizing the Mayor, City Manager, City Clerk, and City Attorney to execute and deliver the Purchase Contract and all related documents necessary to complete the transaction. (Development Services Department)

**K. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION**

1. City-owned Properties Update – Jason Earp, Development Services Director

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

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

**M. 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 parameters of federal and state authority regarding immigration activities.

**N. RECONVENE INTO PUBLIC MEETING**

**O. ADJOURNMENT**

1. Attachments: Monthly Reports

Fire Department – January

Police Department – January

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

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

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

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Prerequisites for attending Zoom Webinars (one required):

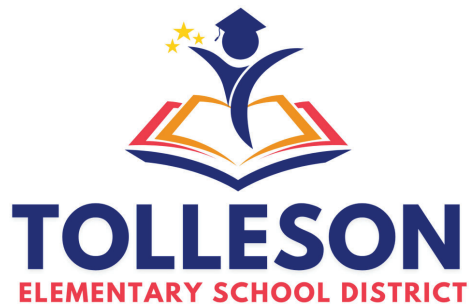
1. Zoom Desktop Client: Navigate to the [Zoom website \(https://zoom.us/\)](https://zoom.us/) in your internet browser. At the top-right of the page, click Resources and then click Download Center. Under Zoom Desktop Client, click the Download button.
  - a. Open the Zoom desktop client and sign in
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

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

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

Posted on February 20, 2026.

Amended on February 23, 2026 at 3 PM.



# City of Tolleson Presentation

February 24, 2026

School Year 2025-2026

## Intergovernmental Agreement Highlights

Ms. Gisselle Herrera, Superintendent • Ms. Megan Duplain, Administrator of Special Programs

# District's Mission & Vision

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## Mission

Tolleson Elementary School District believes, educates, motivates and prepares all children.

## Vision

Tolleson Elementary School District:  
Expecting excellence, inspiring  
innovation and achieving greatness.



**TOLLESON**  
**ELEMENTARY SCHOOL DISTRICT**



# Tolleson ESD

## Priority Goals



1. Ensure instruction, curriculum, and assessment are relevant, rigorous, and aligned to prepare every student for academic achievement and lifelong success.
2. Promote positive behavior, social-emotional learning, character development, and mental health well-being to help students build the skills they need to thrive in school and beyond.
3. Recruit, develop, and retain high-quality, high-performing staff, and provide the ongoing support and resources they need to excel as professionals in the field of education.
4. Intentionally engage parents and caregivers as critical partners in supporting students' academic growth, behavior, and overall well-being.



# Funding Highlights



## Providing Our Learners with the Strongest Educational Foundation

- Award-winning preschool programs serving a total of 36 preschool treasures!
- \$400,000 for Arizona Desert preschool program and Porfirio H. Gonzales preschool program
- Every classroom staffed with:
  - 1 teacher and 2 paras at Arizona Desert - \$155,000 Salaries and Benefits
  - 1 teacher and 2 paras at Porfirio H. Gonzales - \$165,000 Salaries and Benefits
  - Supplies, Licensing Fees, Instructional Materials \$40,000 (\$20,000 for each school)
  - \$25,000 Tolleson After School Morning Program at AZD (50 students)
  - \$15,000 Tolleson After School Program support staff for special needs student/s - IGA amendment includes expenditure to support students with disabilities in the Tolleson After School Program with a support staff member (paraprofessional)
- **Impact:** Children ready to succeed

# Continued Investment in Preschool Excellence

## Sustaining Quality Through Partnership

- The Intergovernmental Agreement's (IGA) financial support allows the Tolleson ESD to:
  - Maintain low adult-to-student ratios
  - Continue staff professional development
  - Replace and update instructional equipment
  - Sustain high-quality curriculum
  - Ensure access for Tolleson families

**This investment changes life trajectories for children**

# Continued Investment in Preschool Excellence

## Preschool Program Budget

- \$200,000 for Arizona Desert Elementary School
- \$200,000 for Porfirio H. Gonzales Elementary School

<https://www.tolleson.az.gov/DocumentCenter/View/9967/Tolleson-Elementary-School-District-Preschool-Video>

# Shared Community Spaces

## Maximizing Resources for the Entire Community

Through our partnership, school facilities serve Residents with:

- Field of Dreams athletic complex
- School gymnasiums
- Parking lot for community events

## Result

- Safe spaces for youth activities
- Community engagement
- Efficient use of shared public resources



# Tolleson After School Kids (T.A.S.K.) Program

## Supporting Families Beyond the School Day

The Tolleson After School Kids Program provides:

- On-site programming for families
- Safe, structured environment
- Extension of the learning day
- Academic support and enrichment
- Physical activity and recreation





# Thank You and Continued Partnership

**Thank You for Your Leadership and Partnership**

Together, we are:

- ❖ Supporting children
  - ❖ Supporting families
  - ❖ Strengthening Tolleson

**We are grateful for your continued partnership.**



Questions?

## CITY COUNCIL REPORT



**SUBJECT:** Regular City Council Meeting Minutes of February 10, 2026

**MEETING DATE:** February 24, 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 February 10, 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 February 10, 2026.

**ATTACHMENTS:**

1. 02 10 26 City Council Meeting Minutes



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**TOLLESON CITY COUNCIL MEETING ACTION MINUTES  
TOLLESON CIVIC CENTER  
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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 Development Services Director Earp, and the Pledge of Allegiance was led by Council Member Mendoza.**

**C. ROLL CALL**

**Department Directors: City Manager Reyes Medrano Jr., Deputy City Manager/Chief Government Affairs Officer Pilar Sinawi, Deputy City Manager/Employee Resources Director Wendy Jackson, Chief Financial Officer Kevin Artz, Chief of Social Impact George Good, City Clerk Crystal Zamora, City Magistrate John Lamb, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Library Director Mandy Carrico, Public Safety Director/Police Chief Rudy Mendoza, and Utilities Director Jamie McCracken.**

**City Representative: City Attorney Jon Paladini**

**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. 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

**Mayor Rodriguez proclaimed February 2026 as American Heart Month in the City of Tolleson.**

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

**Mayor Rodriguez proclaimed February 2026 as Black History Month in the City of Tolleson.**

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)

**Council Member Gámez moved to approve Consent Agenda items 1. through 5.; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**

**Council Member Erives – Aye**

**Council Member Gámez – Aye**

**Council Member Laborin – Aye**

**Council Member Mendoza – Aye**

**I. REGULAR AGENDA – ACTION ITEMS**

**J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION**

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.

**Council Member Gámez moved to convene into executive session at 7:16 PM; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**

**Council Member Erives – Aye**

**Council Member Gámez – Aye**

**Council Member Laborin – Aye**

**Council Member Mendoza – Aye**

2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) 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**

**Council Member Mendoza moved to adjourn the Regular City Council Meeting at 9:06 PM; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.**

**Mayor Rodriguez – Aye**

**Vice Mayor Davis – Aye**

**Council Member Chavira – Aye**

**Council Member Erives – Aye**

**Council Member Gámez – Aye**

**Council Member Laborin – Aye**

**Council Member Mendoza – Aye**

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**City of Tolleson**

**Checks Recorded**

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

**PAYMENTS OVER \$10,000**

<b>CHECK NUMBER</b>	<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>AMOUNT</b>
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

Post-Production File

**City of Tolleson  
City Council Meeting Minutes  
February 10, 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: Thank you.

All right. Let's start that again. Good evening, everyone. I am Mayor Juan F. Rodriguez. Today is February 10th, and I would like to call the City Council meeting to order. We're going to begin today with our invocation, our Pledge of Allegiance. I'm going to ask our economic development director, Jason Earp, to lead us in invocation. And then Councilwoman -- Council member Mendoza to lead us in the Pledge of Allegiance. If you can, please stand.

EARP: Dear Father, we come before you, (indiscernible) and unity as they make decisions that impact the lives of our residents. Help us to lead with integrity, fairness, and compassion. Guide our discussions, so they are respectful and productive. And may our work today serve the greater good of our city. In Jesus name we pray. Amen.

MENDOZA: Flag of the United States of America and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

MAYOR RODRIGUEZ: All right. Thank you, both.

City Clerk, please let the record reflect on our roll call that all members are present with the exception of Councilwoman Chavira.

It is now time to call for a submit speaker request to the City Clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of public comments will be limited to, one, responding to criticism; two, directing staff to review the matter; or three, asking that a matter be put on a future agenda.

Do we have any at this time?

ZAMORA: We do not, Mayor.

MAYOR RODRIGUEZ: Moving on to call to the public. This is for non-agenda items. Do we have any of those?

Okay. Scheduled public appearances and proclamations, I believe we have two this evening. Our first proclamation is declaring February 2026 as American Heart Month in the City of Tolleson. We're going to be encouraging residents to raise awareness of heart disease prevention, promote healthier lifestyles, and learn life-saving skills, such as CPR, to support community wellness. We have a number of folks here today, Banner

Street Medical Center and American Heart Association.

So with that, I am going to turn it over to -- why don't -- should we start with Jon Holmes and Dr. Clever? You guys can come up, take the stand.

They're with Banner Estrella. Yes, thank you.

UNIDENTIFIED SPEAKER: So I just want to thank everyone for coming (audio interference). And in my 34 years, one time I've had the opportunity to meet somebody that I responded to after the fact. It's a very special evening. I don't want to waste a whole lot of time. I would like -- if you don't mind, sir, if you would come up and just tell your story briefly and then have the crew come up so that you guys can --

DAVID: Thank you, Tolleson. And we all are really thankful for the Tolleson Fire Department and their quick-acting EMT people.

I had surgery on my rotator cuff, and I was in a lot of pain. And two weeks later, I started to have a heart attack. And my wife called 911, and the Tolleson EMTs and the fire department were there in minutes. And by that time, I was already losing patience. But my wife raised my tongue -- because I didn't hear it when they told me to raise my tongue. And they gave me some of that nitroglycerin, or I wouldn't have made it. Did an EKG, sent it to the Banner Estrella Emergency Room, and when I -- and we got there within a minute, it seemed like. And they were ready for me, and they stood around until they actually took me up for the surgery.

They didn't just drop me off and take off, and I was really thankful for them staying around. And the doctor said, ten more minutes and I wouldn't have made it because I had the double widow maker. So if it weren't for the incredible speed within the Tolleson Fire Department, EMT's to get to our house and get us to the hospital, I wouldn't have been there to make it.

And then of course, the surgeons at Banner did outstanding jobs. I had two surgeries there in the end. One put the stents in, which kind of saved me then, because I was already almost to pass out, and then later had the triple bypass surgery. But all the surgeons, the staff, the people that work there, nurses, everybody at Banner Estrella, it just did an incredible job.

So if not, this would be my one-year anniversary of my demise if it hadn't been for all those people to help me. So Tolleson and everybody is lucky to have the fire department here and those people working. And I used to work in an office that now is El Rodeo catty-corner from them. And I never thought that one day they would be saving my life because we take them for granted a lot of times. And then I was shocked that a lot of people don't even thank them after they do all the wonderful work, but -- well, you know, I might get another 10, 15 years out of that. So I want to thank everybody. Yeah.

MAYOR RODRIGUEZ: So Mr. David, I hope it's more than 15 years. As far as I'm concerned, maybe another 20, 25, if not longer. That is our city goal, every resident makes it to 100.

But in all seriousness, I think the folks over at Banner Estrella have done an outstanding job when it comes to medical service to the residents of Tolleson and, of course, our fire department, not only the response time but the knowledge to do what has to happen when you get there. Transport people in a manner that is very swift and very proactive in your approach to how you carry out your job. It's amazing. We're very fortunate to have all of you guys here. So thank you, all.

And again, I'm glad they were able to help you out today. Maybe tomorrow, somebody else. But point being is we have the right people in the place. We have the right hospital down the street, and teamwork prevails. Again, another saved lives. So thank you very much for your efforts.

DAVID: Superb training.

MAYOR RODRIGUEZ: Yeah. So do you want me to do the proclamation, or is that -- so with that, because it was -- yeah, because it was a -- I guess a -- not the heart attack at the moment, but they were able to save it.

I, Mayor Juan F. Rodriguez, do hereby proclaim February 2026 as American Heart Month in the City of Tolleson. Be it proclaimed. We do have an official proclamation, and I think it'd be great if David and his wife can come up here and hold it. And if the fire department can come up with us, we can take a picture. And Banner Estrella, too.

Come up, folks. It's a nice little room. It's not that far of a walk. Come on up. Come on. Bring your wife also if she wants to come up. You guys can -- you guys can hold the certificate.

UNIDENTIFIED SPEAKER: Thank you.

MAYOR RODRIGUEZ: Thank you, guys. Right there. On the dais. Come on up. This can squeeze in. Now, you can see from our perspective.

UNIDENTIFIED SPEAKER: We're trying to level out.

UNIDENTIFIED SPEAKER: Ready?

MAYOR RODRIGUEZ: Okay.

UNIDENTIFIED SPEAKER: One, two, three. I think we're good.

UNIDENTIFIED SPEAKER: Thank you. Oh, thanks, guys. Thank you.

MAYOR RODRIGUEZ: Absolutely. Thank you for your work. Do you want to call him out? You can go next. Yeah.

UNIDENTIFIED SPEAKER: It's a pretty one.

MAYOR RODRIGUEZ: I'm going to turn the floor over to our Fire Chief Young.

YOUNG: I just wanted to acknowledge these individuals. These are Kevin Blackadder (ph.), Gabe Rios (ph.), and Mike Rhodes (ph.). They were the actual crew that responded to Larry (ph.) and took him in, as well as Patrick McCullough (ph.), who's not here tonight. So I wanted to make sure that they got the recognition for the phenomenal job that they did.

MAYOR RODRIGUEZ: Awesome.

All right. We're going to roll on here. Item number two is a proclamation declaring February 2026 as Black History Month in the City of Tolleson in recognition of achievements, contributions, and enduring legacy of African Americans. Acknowledging the centennial national theme, A Century of Black History, a Commemoration, and reaffirming the city's commitment to diversity, inclusion, and community unity.

I'm going to turn the floor over to our Deputy City Manager, Wendy Jackson, and we do have a proclamation as well.

JACKSON: Good evening, Mr. Mayor and members of Council.

This year, we recognize Black History Month with special significance as 2026 marks 100 years since the first observance of what was called then Negro History Week, established in 1926 by Dr. Carter Woodson. His vision was to ensure that the contributions and achievements and lived experience of Black Americans were recognized as an essential part of American history.

This centennial reminds us that 100 years is not only a measure of time, but it is a reflection of perseverance and progress over generations. As a city, we value respect, fairness, and community. Honoring Black History Month provides an opportunity to reflect on history, acknowledge contributions that have shaped our nation, and recognize the lasting impact of Black Americans in every area of American life. So thank you so much for this proclamation. We appreciate it.

MAYOR RODRIGUEZ: Thank you.

So with that I, Mayor Juan F. Rodriguez, do hereby proclaim February 2026 as Black History Month in the City of Tolleson. Be it proclaimed.

We also have a proclamation. I don't know if somebody wants to grab it. Or we definitely want to post this somewhere at City Hall. And then we also have the one for the heart one. Thank you very much.

Okay. Moving on. We're going to go to item number three, Tolleson Aging in Place Strategy for Updating the General Plan. ASU project manager, Alison Almand, you have the floor.

ALMAND: Testing. There you go. Great.

Good evening, Mayor and council members. I am Alison Almand. I am the program manager for the ASU Project Cities program. I thank you for inviting me tonight to share about our spring 2025 collaboration between the City of Tolleson, ASU's Project Cities Program, and ASU's Masters of Urban and Environmental Planning, in which we were helping devise a strategy for updating the General Plan for Aging in Place.

This collaboration with the City of Tolleson is at the core of our program's values in connecting our community partners, such as Tolleson, to faculty and students at the university so that students have the opportunity to make a real impact within their

communities through project-based learning.

And part of our goals primarily is to produce research-backed solutions for our communities. As I like to tell students, this is not a theoretical exercise through their coursework. They are working directly with city staff and working directly with community members to create action-oriented recommendations for the city.

We also, as part of our program, are looking to prepare the next generation of sustainability leaders in our next workforce in creating conscious and principled students and workforce leaders. And as part of that, we also strive to provide project-based learning and teaching experiences for faculty. As we see this, it's a win-win-win partnership for our community partners, our students, and our faculty at ASU.

We've had quite a bit of impact since our program start in fall 2017. We've worked on over 127 class projects with now 17 partner communities, Tolleson being one of them. Collaborating with over 1,500 undergraduate and graduate students across 30 ASU schools, centers, and programs in the university. And we look at this model to really serve as a connector piece between our local communities and with all the knowledge and resources available at ASU.

Now for Tolleson. We were excited to partner with the city on an Aging in Place strategy as part of the General Plan update process. Part of this was having students explore literature and industry best practices for planning for healthy aging in place in cities. By particularly looking at the City of Tolleson, general plan to identify opportunity areas for incorporating key principles of healthy aging in place in your community.

Through this, the students facilitated small group reflection with community members to identify those opportunity areas and to ultimately develop recommendations for a supplement as part of your general plan. And how the students did this, they started with preliminary research findings from the World Health Organization and the Arizona Planning Association.

In all of this, research was used to inform recommendations and the community engagement that we conducted with the City of Tolleson. And so students really wanted to centralize community-lived experiences and values as part of their research

process.

And so as the key of this, we conducted focus groups with Tolleson seniors at our Tolleson Senior Center back last February, where we had about 30 senior residents convened to discuss what they love about their community and what they're looking for in how they age in place over time, and especially in consideration of their grandchildren and their great grandchildren. And what we saw at this focus group was that Tolleson's aging residents love their community center, and they love their community. And they want to make it a place where they know that their children and their grandchildren can continue to live and thrive.

But the students didn't want to stop there. We also knew that looking at aging in place wasn't just looking at Tolleson seniors but also looking at the livability of the community through shade, housing, transportation, so that it applies to all residents of all ages. And so we hosted a tabling event at the community's 3rd Friday, where we interviewed approximately 60 residents. And I remember, council member Jimmy joined us as well. And what we saw with this was the key takeaway being that there was a powerful sense of community within Tolleson, with people's interest primarily in the services being offered, recognition for the city's police and EMS, but also identifying opportunities to improve transportation and walkability as well as business access through the community.

And so the students summarized their findings into the topical categories from the general plan. And what they found was opportunities to improve walkability within the community. And so that includes tree canopy and improved infrastructure, investment in ADA compliance around the city, especially in the downtown area, as well as investment in the public transit. A lot of the community members use some of the voucher programs but would like to see more paratransit options and accessibility for transit information.

And for housing, we saw a great amount of interest in affordability, especially in assisted living, new construction within the city, as well as an emphasis on housing rights. And as part of the Aging in Place component, students identified opportunities for zoning

changes and modification funds to invest in the city's existing housing stock while amplifying it as a community for people to move to.

As for facilities and services, as I mentioned, people love their community, and they love the services that the Civic Center offers. They would like to increase awareness, particularly around bulletin boards, calendars, some way to engage residents of all ages, whether it be radio, social media, but also hosting intergenerational classes and events connecting the city's youth with its senior population as well, as well as investing in the fantastic medical services within the community by potentially investing in ride share opportunities and new medical facilities.

As for the environment, the students identified opportunities with the warehouses around the city to reduce noise and other pollutants, also to isolate industrial uses. Extreme heat and shade came up again in this category, providing shade and misters, air conditioning, potentially implementation of green infrastructure, particularly in the city's downtown area to add to the cooling effect, as well as implementation of cooling centers within the city, allowing residents to cool off as they make their way through the downtown.

And as we looked at growth areas, the students found with residents an interest in retail diversity and really seeing the downtown as a hub for retail and investing in the city's small businesses as well as taking advantage of unused land for business development. Food access was also a topic of particular interest for residents, particularly for the aging residents, in grocery delivery options to allow for greater accessibility for food access, investment in farmers markets, and even community gardens within the community as part of an intergenerational opportunity to engage with the youth.

And finally, we looked at open space and parks. The residents love their parks, but they would like to conduct a need assessment, particularly around lighting within the park, safety within the parks. And the students recommended investment in grants for park improvements as well as reducing heat exposure within the parks themselves.

And so this work all culminated in what we call a final summary report, which I have a copy with me today. Some are also delivered to the city, where the findings were

compiled into an action-oriented document that the city can then use as part of a supplement for its general planning process.

Now, I want to recognize the students in their work. This report actually was awarded two student planning project awards. And Tolleson was recognized this past August at the AZ Arizona -- the Arizona American Planning Association, Arizona chapter for the best student planning project in recognition of outstanding planning work by students that showcase innovation, community engagement, and practical solutions. Following that, the students were also recognized by the Western Planner for their exceptional high-quality project and plans, especially in the planning field. And so we're excited to see this award-winning work, along with the City of Tolleson, to provide a roadmap for future planning within the city.

And with that I want to thank everyone again, and especially the participation of city manager and assistant city manager, and Chris Hamilton (ph.) as well, is really taking the project lead on this.

And so with that, I will take any questions.

MAYOR RODRIGUEZ: Couple things.

Going back at the stuff that you identified up there, all the things that we want to -- all these factors, I see a lot of them that have already been thrown out there by staff, by the council. And so there's definitely a really good dovetailing that the students have identified on things that we're already working on, but things that we can enhance beyond that. So I think it's a very good marriage of ideas in that sense.

You know, for an academic institution, a lot of times people come, and they do presentations. And they kind of have a disconnect because the academic vocabulary doesn't always meet with the standards of a community. But I think I counted you using the word love at least seven to ten times in the course of your presentation. And I can't think of a word that embraces who we are as a community more than how much we love Tolleson, and people are very proud of being part of Tolleson.

And so the other thing I'll add is, is this whole emphasis is really on living longer, you know, on making a community that is going to celebrate life by protecting it. And we

have done some really good accomplishments. And we just landed some federal money that's going to help us hopefully create a trail system here in town and enhance our parks and so on and so forth.

So I think, overall, it's a very good marriage between what the students came up with and what the community has been pushing for, and I know staff has always been on board with all that. So thank you for all your hard work. Thank you, students. I know these efforts are not -- they're not turnkey. You have to go out there and actually see people in their eyes and have true conversations with them. I thank our staff for them contributing to the greatness of Arizona State University and achieving two awards. Jason, great job, and hopefully that's the first of many awards.

And so council, questions or comments?

GAMEZ: No, I think it's great. Everything you've mentioned. Everything's perfect. There's just there's nothing else we can add. I'm lost for words.

MAYOR RODRIGUEZ: Yeah. Vice Mayor?

DAVIS: I just want to congratulate the students on their fantastic work. And of course, thank you to the staff for helping them along. These are great recommendations, and like Mayor said, we are, I think, already engaging in several of them, not a lot of them. So it's exciting to see where we can go and what the future holds. And I think the word love is the right word for our community, right? We're a community full of love. So I'm glad that that was recognized by somebody not from here, right? So great.

MAYOR RODRIGUEZ: And I love the packaging, by the way. Can I see that pamphlet? I mean, this is professionally done. I mean, this is nice, thick, very nice colors, very comprehensive. I'm sure every idea has a page or two. So the fact that you guys are able to package that and create a document that that is easy to follow and easy to incorporate into our plan is amazing.

So any staffers, Jason Reyes, that'd like to add?

ERIVES: I just wanted to say thank you as well for coming in to our community. I know we love our community, but it's also wonderful to see how our community loves to talk about ourselves and talk about all of the -- from the parks all the way to the improved

walkability.

You had mentioned a couple of things. I was thinking the heat -- you had mentioned about heat and how hot it is, right? And if we could plant some more trees in our parks and all those types of things that we -- that very doable. But I love that you communicated with our -- or connected with our seniors and our 3rd Friday so that our community gets a chance to share not just, you know, we're here, we're having a great time here in Tolleson.

And then the book -- oh my gosh, is the book available for us to have maybe in a library, so people could read it and see some of the -- because it is award-winning, right? So yeah, this is fantastic to have Tolleson in a book like this. I love it. Thank you.

MAYOR RODRIGUEZ: It is.

ERIVES: Thank you for your time.

MAYOR RODRIGUEZ: It's a huge celebration because, I mean, we're council, and you know, we know a lot of folks here in town and a lot of our staffers grew up here, too. So we know that love is inherent to who we are as a community. But when you have an outside organization that brings students at -- maybe from all kinds of -- parts of the nation, and they just happen to be in this class together, come out and come up with the same conclusion by talking to our community members. I mean, to say that that's satisfying is an understatement. That is an acknowledgment of who we are from a third party. And it's a beautiful thing; it really is.

Yes?

GAMEZ: A couple of questions. Perhaps, can that be produced, if not already, in Spanish as well?

ALMAND: I think I can follow up with our staff.

GAMEZ: I appreciate that. Thank you. There's members of the community that would really love that. And I'm not saying I'm a -- what's the name of the artist that was just in the -- in the Super Bowl? What's that name?

UNIDENTIFIED SPEAKER: Bad Bunny.

GAMEZ: Not Bad Bunny. I'm just saying it's something we should do.

ALMAND: And it as an accessible resource as well for the community.

MAYOR RODRIGUEZ: Bad Bunny doing a concert here in Tolleson would be one of -- really good bullet points.

ALMAND: Yeah.

ERIVES: Yeah, I already suggested it. Right, Randy? That was.

MAYOR RODRIGUEZ: Okay. Reyes, anything?

MEDRANO: Before I ask Jason to say a few words, I want to thank you, Alison, and your team. It was an incredible experience. We got to -- we got to go to ASU, and we had to actually present why Tolleson is special enough to be chosen by the students. And I was excited because I knew that the students would bring an exuberance that would be refreshing to the entire effort. I've been involved in several general plans at this point, and this by far was the most fun. And just to see how serious the students took it, but they found the joy that Tolleson has to offer was an incredible experience.

And that's indicative of your leadership, Alison. So thank you so much.

MAYOR RODRIGUEZ: Earp.

MEDRANO: Earp from the University of Arizona.

EARP: The ones that lost yesterday.

MAYOR RODRIGUEZ: Jason, did you want to add anything?

EARP: Yes. So I will give it up to ASU. They did a great job, and Reyes stole some of the thunder. It was really cool that we had to present. And Reyes actually did a really good job presenting, and we had to get selected. So it wasn't a guarantee that our project was going to get selected.

So it seemed like the students were excited what we're doing here in Tolleson. And just a reminder, this is just -- like Alison mentioned, it's a segment. It's a piece of our general plan, which is a good piece of it. So we'll be looking forward to doing the general plan this year and this being part of it -- award winning, part of our general plan.

MAYOR RODRIGUEZ: I don't know about you guys, but that's very nice booklet. A lot of times universities crank these out and do great work with the community, and then it sits in a shelf somewhere.

So Alison, I gave you my personal commitment -- I think every staffer that was involved and the rest of this council will give you the commitment that the ideas in this book will find its way to our general plan, and we will find time, whether I'm here or somebody else is here, somebody else -- council members are here to manifest some of these ideas into reality in our community.

UNIDENTIFIED SPEAKER: I'm glad you said that, Mr. Mayor, because Mr. Babchuk just ordered a bunch of really big trees we're going to plant everywhere. So --

MAYOR RODRIGUEZ: Like trees. We're soon to be in a USA -- tree USA --

UNIDENTIFIED SPEAKER: Tree city.

MAYOR RODRIGUEZ: What is it?

UNIDENTIFIED SPEAKER: Tree city.

MAYOR RODRIGUEZ: Uh-huh. Yeah. But Alison, thank you.

ALMAND: Thank you.

MAYOR RODRIGUEZ: Please go back, tell your students they did an amazing job. We're very proud.

UNIDENTIFIED SPEAKER: And Babchuk from the Arizona State University, I want to be fair -- I want to be fair.

GAMEZ: How many students were involved?

ALMAND: This was four students. So one international student and three students from the locality. And so they were really excited about the opportunity to participate. And I used "love" a lot because that's what the students saw when they were engaging with the community, is how blown away they were by the love that members had for their community after each engagement. So --

MAYOR RODRIGUEZ: All right.

ALMAND: Thank you.

MAYOR RODRIGUEZ: Absolutely.

Okay. We're going to move on to G, which is business from the floor. We have none for today.

We're going to move on to H, consent agenda action items. I have five items on here.

Council, have you had time to read them?

GAMEZ: Approve them, Mr. Mayor.

MAYOR RODRIGUEZ: Okay. We have a motion from council member Gamez. We have a second by council member Laborin. All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Awesome. Motion passes unanimously. City Clerk, please let the record reflect that.

We don't have any regular agenda action items. We have one work study and presentation for discussion. This is our city Court Department Annual Update, and I would like to call up our city magistrate, Lamb. You have the floor, sir.

Ladies and gentlemen, the tallest judge in the State of Arizona. Welcome, sir.

LAMB: Mr. Mayor, Mr. Vice Mayor, council members, staff, citizens, good to see you again. I'm still and continue to be impressed by how well run the city is, and I thank you guys for allowing me to be part of that organization. So you're welcome.

Now, when Ms. Jackson emailed me and said that the council wants me to report every year to the council about the court, I said, oh, I've got to go in front of this august and intimidating group every year. And then she had a follow-up email that said, when I do go in front of the council every year, they're going to consider a wage increase for me. So then I said, jeez, maybe I should report to them every month.

[LAUGHTER]

LAMB: Anyway, the court's doing really well, and it's exceeding my expectations. And before we get into specifics, I just wanted to kind of explain how our city court fits into the entire Arizona system.

And so there are two levels of courts -- generally speaking, two levels of courts in Arizona, the trial courts and then the appeals courts. And in each of those, there's two levels. With the appeals courts, there's the Court of Appeals, and then you go to the Supreme Court. And then with the trial courts, there's a general jurisdiction courts, and then there's limited jurisdiction courts. And limited jurisdiction courts are just as it says, limited to what they can hear, what kind of cases they can hear.

And that's basically what jurisdiction is, what kind of cases you can hear. With the limited jurisdiction courts, we are limited in this city to only hearing criminal misdemeanor cases, and those are disorderly conduct -- these are examples -- disorderly conduct, shoplifting, drug paraphernalia. And with misdemeanors, you can never send anybody to prison; you can send them to jail. And that's the distinction. With the general jurisdiction, court can hear felonies, and they can also hear misdemeanors. They can hear anything; they're general. With those guys, they can send them to prison. Now, another limited jurisdiction court -- well, before I go on to that, we hear criminal misdemeanors, civil -- we don't hear civil -- civil traffic, and we hear orders of protections and city code violations, and that's what we're limited to. With the other -- there's two limited jurisdiction courts. There's the justice courts and the city court. The justice court is the one down the way with Pep Guzman as the judge. And any justice court in the state, they can hear everything we hear -- except city code violations, they don't hear. But they hear criminal traffic, civil traffic, criminal misdemeanors. And they also have two things that we don't have, which is evictions; we don't handle evictions. And they also handle civil lawsuits that are of small amount. If they're a large amount, they go to Superior Court.

So that's the levels of court. We are the limited jurisdiction court.

Now, a lot of times people will say the -- you know, they say the prestige goes from the top court down to the bottom. You have the Supreme Court, then the Court of Appeals, Superior Court, and then a city court. But in reality, the court that the general public is exposed to is the limited jurisdiction courts, the city court and the justice courts, because we are really the face of the courts to the public because in the Supreme Court, Court of Appeals, you hardly ever get citizens there. You have just attorneys arguing. And sometimes, it's just the judges or justices in their chambers reading briefs and making their decisions, and they don't really mess with the public.

And you can see that by the numbers. In the Supreme Court, there's about 1,000 cases filed every year. In the Court of Appeals, 3,000 cases. In the Superior Court, which is another trial court, 200,000 cases. And then, get this, because it's 1,000; 2,000; 200,000

limited jurisdiction courts statewide, 1.5 million cases.

So those are the cases that are where you're going to get the general public, and you get people that are not bad people either. You're getting civil trial -- you know, somebody speeding, somebody needing an order of protection. So our courts are very important because, like I say, they are the face of the court system and how people view the court system.

Now, to go into specific tonight, I'm just going to talk about civil traffic and how we run that here in our court. There are two types of civil traffic. There's the moving violations and the nonmoving violations. The moving violations are the speeding, running a red light, changing lanes incorrectly, and those are usually resolved with a fine. But they'll have three choices when they come to court. One, you can pay a fine and admit to the violation, and if you need monthly payments, we set up a monthly payment plan for you.

Two, you can go to a hearing, which is like a trial. The officer comes in, you come in, you bring any witnesses, they bring any witnesses. We have the hearing, and it's decided. No lawyers are allowed on the side of -- well, the lawyer has chosen not to be there on the side of the police. But lawyers are allowed on the other side, and we have the hearing.

The third choice is that you go to traffic school; that will dismiss the ticket. You don't get any points, doesn't affect your insurance. Nothing's reported, so that's a good choice to make. But you still have the choice of going to trial. But if you lose the trial, you don't get defensive driving. You don't get the traffic school. You have to pay the fine.

Then we have nonmoving violations. Nonmoving violations are no insurance or registration (audio interference). For the most part, don't have insurance. (Audio interference). You can have -- say, you come in; I will give you two weeks to go get insurance policy. (Audio interference). That's moved a lot better. Same with registrations. (Audio interference). I did read a solution.

Harold Mackey (ph.), he's the head of (audio interference) swimming with sharks. He

writes every month -- or every week, every Monday. Yes, I am a complete nerd.

[LAUGHTER]

LAMB: (Audio interference). But anyway, I digressed. And so with Harold Mackey, he's described a town that had a speeding problem, and they tried everything. They put up a sign that said, please drive carefully; that didn't work. Please slow down; that didn't work. Children at play, slow down; that didn't work. Then they put up a sign that said nudist colony up front, down the road, and that one worked. People started slowing down. So if we ever get a speeding problem, keep that in the back of your mind.

So I will now turn it back over to the Mayor Rodriguez, for any -- or for the rest of your meeting.

MAYOR RODRIGUEZ: Yeah. Well, first of all, thank you.

I won't let anybody know where the nudist colony is in Tolleson, but if it works to slow cars down, then I definitely think we should be putting up signs pretty soon here. That being said, the court system here in Tolleson is a little different. The judge works for us in the sense that he's a contracted employee, but we really don't have jurisdiction as an organization over what he does. He reports to the greater power, which is the State. However, I always measure my complaints or my input based on community complaints. And if any of you guys have ever been pulled over or have had a situation where you end up in court, you know, it's really easy to complain because it was a -- probably not such a positive experience.

And I can tell you -- and I can't speak on behalf of the council -- but I have received absolutely no complaints from our residents about their treatment by the police, about their treatment by our court systems, or the outcomes that they've had to comply with, whether it was a fine or whether it was having to go get insurance, or whatever have you.

So whatever you're doing is working for the people that we serve. As long as it's working for them, then, Judge, it's working for me. So thank you for everything you do. You have a team. It's not just you. You have some good people that work with you over there. I can only ask you to continue to do the great work that you do on behalf of our

people. Thank you for your presentation, and I will open it up to council.

LAMB: Let me just say you're right about the team we have. They've been there so long, and they're so efficient that, when we have orders of protection -- as I mentioned last time I was with you guys, we get them from all over. And that's the one thing where you can come from a different city and come to our court and get an order of protection.

So people that work here -- and we have a lot of people that work here that don't live here -- they come at their lunch hour or anytime they have a break and get an order of protection. And one of the things that's happened is that our city is so efficient -- and it's the clerks, not me -- but the clerks are so efficient at getting things done here that people actually come from other courts and say, they're so slow, we're coming over here. So sometimes. It doesn't pay to be good because we don't get paid for order of protections. We can't charge for those, but we get a lot of people from outside of the U.S. and for that. But --

MAYOR RODRIGUEZ: Councilman?

GAMEZ: Judge, how long have you been (indiscernible)?

LAMB: I've been with you guys seven years. But I've been a judge for 30 now, so it's been a long time. I was on the Superior Court bench before, which was handling -- and I didn't mention this, but they handle divorces, which it's nice not to be handling, and guardianships, probate. Those type of things are handled by those courts, but --

GAMEZ: Thank you.

LAMB: All right. Thank you. Okay. No -- no.

DAVIS: I'll let you go soon. Just keep up the good work. I think, like Mayor said, I never, ever hear complaints about the court, so obviously, you're doing a good job because we'd be hearing about it for sure. So yeah. So --

LAMB: So yeah, it's kind of like trying to be a referee. You don't want to be noticed. You just want to blend in and not having complaints. That's great to hear because that's what our job is, just to kind of referee things.

DAVIS: Pretty sure you don't blend in. You're taller than probably 90 percent of our

population, but that's okay.

MAYOR RODRIGUEZ: So Wendy, you mentioned something about compensation, and I'm not really sure 100 percent how that works with our judge.

LAMB: Well, let me say this because I come up for reappointment every three years. And at that time, I've usually asked -- and hopefully continue to be reappointed -- but I ask for the nine percent, which is three percent per year. But they were saying that it might be better to do three percent each year and not ask for the big nine the one time. But I'm good with whatever you guys want to do. I mean, if you want to do three percent each year or nine at the end of the three years.

JACKSON: Good evening. Good evening, Mr. Mayor and members of council. I believe last year you passed an addendum to the agreements that it would mirror similar to what we do for the employees, like the COLA increases, et cetera. And per code, his position would need a report out to you at least annually, and so that's what this covers for our code. But in terms of, like, performance increase or something like that, if you would like to know what it would be based on performance, I can give you that as well to mirror the other employees.

GAMEZ: (Audio interference).

JACKSON: Uh-huh.

GAMEZ: But again (audio interference).

MAYOR RODRIGUEZ: Go ahead.

JACKSON: Mayor, I think -- yeah, yeah. Mayor and council, the agenda is really for a report. So I think you can have a general discussion about compensation issues, but we would have to bring back a second amendment to the contract because -- you know, if you wanted to formally do something just so --

MAYOR RODRIGUEZ: This is a great starting place. You all start thinking about it, maybe get some direction from staff as we move closer to it, and we'll revisit when city management puts it back on the agenda.

Yes, Reyes?

REYES: Thank you, Mr. Mayor and members of council.

There really wouldn't be a need to put it back on the agenda because council already approved the last contract that awards the judge compensation in the same form as every other employee, so the decision has already been made. What Wendy mentioned is that this report is required by code, I believe, and the contract. So it's simply a report.

MAYOR RODRIGUEZ: You're kind of on an island on your own. And so a lot of times, you know, we know you're there, but we don't really see you like we see everybody else. And plus, you're a handsome gentleman, so coming by and saying hi is a good thing.

LAMB: I will tell you to thank -- you know, you mentioned about not overseeing our court, and I'll just tell you we do get oversight because we just had the Supreme Court sent three people for a whole week to go through all our cases, go through everything that's happening, and they're going to give a report in a few months. So I'll report back to you next time about how we did, but they said that we did well. So --

UNIDENTIFIED SPEAKER: Nice. Good.

MAYOR RODRIGUEZ: That's really good.

Did you have a question, Attorney Paladini?

PALADINI: Yeah, Mayor and council. So right now, the judge has a contract that has a one -- amendment number one, which I believe was done last year -- last May. Which one of the changes was made to give the judge COLA adjustments to the salary. But if you wanted to do -- just to be clear, if you wanted to do a merit adjustment on top of that, then we would have to bring back amendment number two to the contract to change the salary number. So --

MAYOR RODRIGUEZ: I personally -- I'm okay with the COLA, and I'm okay with the adjustment that we do every year for every employee. It creates uniformity and fairness across the board in my opinion. But again, I'm only one of seven.

UNIDENTIFIED SPEAKER: I agree with that as well. So we probably need to readjust back in.

MAYOR RODRIGUEZ: And right now, the contract reads that way.

PALADINI: Right now, the contract reads that -- it provides for the judge's salary. And

then it says it's adjusted from time to time in the same manner or percentage as the mayor and council may establish for all employees of the city if expressly approved by the mayor and council. And then it goes on -- the amendment from May adds to the salary a COLA adjustment.

But if you want to adjust sort of the base salary, then my recommendation would be -- you know, and as the judge said, if he's getting an adjustment, the nine percent every three years, I think he'd be better off if you did three percent a year because it compounds. So if you wanted to do that, we could bring back a contract amendment that adjusts the number -- whatever his base salary is because I don't -- I don't know if it was adjusted by COLA by a three percent, if that's what you want to do.

MAYOR RODRIGUEZ: I want to do -- I want to -- Wendy, go ahead.

JACKSON: To the elements I would like to add, Mr. Mayor, members of council, we do have a salary range. And then for our performance measures for employees, we have two ratings: Either you're leading, or you're meeting the performance expectations. So I would hope that, whenever you decide what the salary is going to be, if you're going based on what the employees get, then I would know what that score is so I know what to calculate.

MAYOR RODRIGUEZ: Attorney Paladini, you made a really good point, and I want to thank you for that. And that is that what's been agendized today is a presentation about the city courts, and we've had that.

Judge, thank you very much. I think we as staff and our attorney to get together and have a deeper discussion about what composition looks like and then come back to council and present it to us at a later date. But for today, it was really about the presentation, and you did an amazing job.

LAMB: Thank you. I'm good any way you choose.

MAYOR RODRIGUEZ: Okay. And I will take any last comments from council.

ERIVES: I just wanted to say thank you for explaining the process. I'm not an expert, so when I'm taking notes and I'm listening -- because you said, what's the difference between the courts and all that, I feel like you always give us a lesson, and I appreciate

that because I'm not an expert at it in any regards. And if I were to get a traffic, I would be panicked, and I wouldn't know what to do.

And I do remember you had mentioned when you come to court, this is the biggest case of our life, right? If I were to walk in because I had traffic -- and that you mentioned that you're the eye of the public, the public gets to see this. This is your experience. This would be my experience in the court system. So thank you for teaching us as you were presenting because I find, with information, I have more knowledge, and it's a little less stressful. Thank you.

LAMB: I'm glad you're not an expert

ERIVES: I know.

MAYOR RODRIGUEZ: Anybody else?

Judge, thank you, sir.

ERIVES: Thank you.

MAYOR RODRIGUEZ: Okay. With that, we're going to move on to Mayor and City Manager's report to current events. I have two things, Reyes, that I'm going to start off with.

First of all, I want to thank Vice Mayor Davis here and staff. This morning, we had a grand opening for the Del Sol Jewelry, which is another retailer here in our community. So Jimmy, do you want to say a couple words about your experience this morning? And first of all, thank you for doing that on my behalf. I wasn't available, and so you stepped up. Not the first time. Thank you.

DAVIS: Had a busy morning wearing the mayor hat this morning, but it was a great experience. I had a lot of families show up. We had city staff show up and public safety. And they've been in existence for over 40 years. It's a family business, so this is the niece and her husband who opened up this particular location. And they live here in Tolleson. And even their kids went to high school and stuff here, so they're really rooted in this community. I think they've lived here for, like, 15 years or something like -- how many was it --

ERIVES: 13 --

UNIDENTIFIED SPEAKER: 13 years.

DAVIS: -- 13 years. I'm making up numbers now.

But no, they were a wonderful family, and they have a wonderful product and jewelry and watch repairs and batteries. It's good to know if you need to get your, you know, battery changed on your watch or if you still wear something like that. So yeah.

MAYOR RODRIGUEZ: But we started this a while back in our economic development. Folks have really quarterbacked this. When we have a new business enter Tolleson -- traditionally, it's been an eatery of some sort -- we have a grand opening. We celebrate them coming on to our family and deciding to open up a business in Tolleson. It's a big deal for us. It's a big impact to our arms when it comes to sales tax revenue.

And it's also options for our residents. You know, we have some of the best Mexican food, I've been told, in the entire state. But if you want a burger, we got burger joints. If you want a good quality cup of coffee, we have cups of coffee. You know, we have a variety of different foods that you can eat now. If you want Italian, we got Roma's. Even some of our former Mexican restaurants are rebranding in other areas. So it's a -- I think somewhat of a renaissance, and I think it's a beautiful thing. And we need to continue to celebrate that. And the fact that today was a jewelry is a little bit off the eatery side, but hey, they're all welcomed. Everybody's welcome here in Tolleson. And so Jimmy, thank you very much for helping out with that.

DAVIS: It was really neat too.

Just one more thing that I want to mention --

MAYOR RODRIGUEZ: For the record, Jimmy does not get a discount at the jewelry store for doing that.

DAVIS: I didn't. For the record, I did mention that it is Valentine's Week, so --

MAYOR RODRIGUEZ: Oh, it is.

DAVIS: -- if you need to buy jewelry for anyone, you can go there and get that. But I also included the fact that I don't have anyone to buy jewelry for, which is okay.

MAYOR RODRIGUEZ: Don't tell my wife.

DAVIS: But I was going to say that the new coffee shop next door, the Cafecito --

MAYOR RODRIGUEZ: Yeah.

DAVIS: -- coffee shop, they came, and they brought flowers to the new owners to congratulate them. So it was nice to see, you know, that community.

MAYOR RODRIGUEZ: And they're also locals, right?

DAVIS: Yeah, they are Tolleson graduates as well. Yeah.

So it was amazing to see just that camaraderie and, you know, unity amongst businesses in our locality.

MAYOR RODRIGUEZ: Just keep growing our family.

On a similar note, I want to thank two other groups of people. Number one is I want to thank our police department. As some of you may or may not know, a couple of weeks ago -- I think last week maybe or two weeks ago, we had a walkout from the high school. A bunch of our kids -- I don't know exactly how many, but I would probably guess about 500 of our high school kids walked out of the high school in protest of what's going on at the national level when it comes to ICE and all that other jazz. I won't get too much into that. But what is very important to our community is, number one, that our kids have the right to be heard, and if they want to go out there and protest, we should do everything that we can in our power as an organization to keep them safe while doing so.

And so they left the high school, and I believe they decided to come here to City Hall. But along the way, we had police officers that were making sure that they stayed on the sidewalk, that they stayed safe, that nobody was messing with them because you're always going to have some crazies out there.

And so everything from -- not my knowledge, there was no major incident. Every kid got home safe. They were able to say their piece. And so I wanted to publicly acknowledge the efforts of our police department in collaboration with the high school and, again, report that, even though these things are happening throughout the country, here in our backyard, our kids safety is always going to take our paramount approach in the way we conduct ourselves, and the tip of that spear is our police department. And you guys did an amazing job. So thank you. And thanks to all the officers.

And the last thing I have -- and then, Reyes, I promise I'll turn it over to you -- is this last weekend, we have a very good partner that we've had for, I would say, the better part of two decades. And that's the Tohono O'odham Indian community. They have a reservation down south. It's in Sells, Arizona, outside of South Tucson, not Tucson. But every year, we go down there. They've been a huge supporter of our community. Every year, I think by law, every gaming community has to give 12 percent of their winnings back to local communities. And we have been the recipients of the Tohono O'odham grant application for many years, and they've been very gracious, and we're very thankful.

A lot of our facade projects have been sponsored by that, and I know they've helped us out with our fire department before. I think they might have helped us outfit one of the -- a fire truck, I believe. I may be getting the wrong reservation, but point being is that they've been a big supporter of Tolleson.

So this last weekend, Chief Good quarterbacked this effort. I know a lot of public affairs staff helped out with grabbing some giveaways. They had this really cool rodeo. And they have one drive, and I think it's probably at most two miles.

But to put it in perspective, we were prepared for 1,500 people, okay? Now, if you're not familiar with Sells, it's like you leave you leave the big city, right? And you go to a very small city called Tucson, and then you leave that very small city called Tucson and go to an even smaller city called Sells way out in the middle -- on the way -- on the way, heading what's that city that you hit on the way to --

UNIDENTIFIED SPEAKER: Ajo.

MAYOR RODRIGUEZ: -- on your way to Ajo. So it's between Ajo and South Tucson. So it's kind of in the middle of nowhere, right? Except that if you live there, it's Sells.

So we show up -- and Adolfo went with me, so muchas gracias. I know we had some other folks that wanted to go, and unfortunately, last minute, they couldn't. And we jumped out, and we walked that street, and we gave out a Tolleson bag with some nice sunglasses to every person in the parade until we ran out. We had 1,500 bags, and we ran out. How many people do you think were still out there?

GAMEZ: You know what? I thought there was a hell of a lot more people than last year.

MAYOR RODRIGUEZ: Yeah.

GAMEZ: I mean, there was so many people. And I tell you what, they were very grateful --

MAYOR RODRIGUEZ: Yeah --

GAMEZ: -- for what we were doing.

MAYOR RODRIGUEZ: -- absolutely.

GAMEZ: They thanked us like you wouldn't believe. A lot of them knew where Tolleson was at. They thanked us for the support, and it was amazing to me that they knew that. And you can feel how genuine they were in they're expressing their thanks. And it was consistent, at least on my side of the road. Juan was on the other side. And we're going -- I think it was more, like, three miles as opposed to two miles, but it felt like to me --

MAYOR RODRIGUEZ: It was a good exercise. We got our steps in -- we got our steps in.

GAMEZ: And it was a -- it was an experience. And those people really loved us being there. And I think that we have a great relationship with the TO. And they're there to help us, and we're here to help them. And I think it was fantastic.

MAYOR RODRIGUEZ: The chairman and the vice chair were both there.

GAMEZ: Yeah.

MAYOR RODRIGUEZ: We got an opportunity to thank them for their contributions to our city, and we were there to return the favor. I know PepsiCo, Gatorade, donated a pallet of -- two pallets of Gatorade, and that went to -- we have a senior program here. They call it their elders. So it's kind of like where their senior citizens go to participate in the rodeo.

And so all around it was a really good event. And I think we accomplished our goal, which was to get acknowledgment of our contributions back to them as they have contributed to us and, you know, basically redefine a great relationship and keep it going to the future.

So Chief Good, thank you for everything you've done. I know this is, like, the third or

fourth year that you've taken us down there.

Pilar, you and your staff, Mario, I know you guys put all the bags together. That was awesome. Just letting you guys know next year, we're probably going to need more. Go ahead, councilman.

GAMEZ: I think that -- I mean, we talked about it. I think next year, I think it'd be a great idea if we include the teen council to help us, especially on dispersing those bags. They can do -- what we did in two hours, they'd probably do it in half an hour. I mean, we need the youth out there. And it was tough. It's tough because there was just a lot of people, and there's only two of us at one time on each side -- one of us on each side. Juan was lucky to get somebody to help him.

MAYOR RODRIGUEZ: Two people.

GAMEZ: And I was by myself.

MAYOR RODRIGUEZ: (Indiscernible) helped me with the bags.

GAMEZ: And yeah, your son was an amazing, amazing worker.

MAYOR RODRIGUEZ: He was hustling.

GAMEZ: I think we should give him a big round of applause because, I'm telling you, that kid is awesome. Juan is -- Julian (ph.), you did a great job. He really did. He really did.

And anyway, it was an experience that we'll continue experiencing every year.

MAYOR RODRIGUEZ: I will tell you that a lot of cities don't do these types of things. They get a grant, or they get some kind of an award. And it's an immediate thank you. Maybe send them a letter, a email (foreign language spoken). You know, that's it. But I think one thing we do very well here in Tolleson is we acknowledge our friends, and we honor our friendships with them.

GAMEZ: That's correct.

MAYOR RODRIGUEZ: And we continue to invest and make that friendship stronger as we move forward. The federal government, we have some really good advocates there. Some of the state gaming communities, we have good relationships there, and we're continuing to grow our relationships, without a doubt, so.

But anyways thank you all, everybody involved. That was really, really good. And you're right, a council member will be there next year with our walking shoes and getting our steps in.

So City Manager? I'm sorry. I can't --

REYES: Yes, sorry.

Mayor, members of council, February 26th at 5 p.m. is Tolleson Talks. It's at Oaxaqueno restaurant. We're going to have a couple of -- we're going to have SBA, the Small Business Association there. So if anybody in the community wants to learn how to open a business or just get some resources from them, they're a great contact.

And then we'll also have Arizona at Works. Anyone looking for employment or resources to find employment, they're a great contact as well.

Plus, we'll have Dress for Success, which have been out here for our job fairs; they're a nonprofit. Individuals that are looking for jobs and may not have a nice dress or a nice suit or anything for an interview or that kind of thing, they you can go into their mobile unit, try them on. If they like it, they give it to you. Even in our job fair, we've had one individual, they gave her a couple of outfits for her first week of work when she was employed with one of our businesses here in Tolleson.

So that's February 26th at 5 p.m., Oaxaqueno.

MAYOR RODRIGUEZ: Oaxaqueno. Okay.

So just a quick overview. A while back -- I think it was last year, maybe a couple of years before that -- we started this thing called Tolleson Talks, and it's council's approach to going out to the community. You know, it's great that you guys are here, by the way. But you know, an open-door policy doesn't mean you walk in our door. Sometimes, it's okay for us to walk out, right, into the community.

So we pick a different restaurant -- so we have the restaurant. I'll get some marketing out there for them. But we invite the community to come out, and we have just open conversations about how the city is doing, how can we make our community better, ideas on development for the future.

And every meeting has some speakers that highlight different parts of our organization

and the service that they offer the residents. And then, sometimes, some nonprofits are associated with the city as well as the one on the 26th is going to have.

So Jason, thank you to your staff, public affairs, for everything you guys do to make those events very successful. I think our population has been going up every meeting. I think last one is maybe up to, like, 60 people. And so just more food and more conversation, and everybody has a really good time.

The biggest thing is we get to say hi to our community and spend a good quality hour or so just hanging out with them. I think Reyes was there last time, too. Yes, good job, Reyes. And so it's all of us. It's not just council, but also staff.

So with that, I know you had something else you wanted to add.

DAVIS: I prepared a statement, so you know what that means.

So I just wanted to briefly share that I have been appointed this week to the National League of Cities Race Equity and Leadership Council for 2026, which is a direct appointment from the president of the National League of Cities. Earlier tonight, we proclaimed Black History Month, which is a reminder of why this work matters. And Tolleson representation isn't just something we talk about; it's how we govern.

Our top three leadership roles are held by people of color, two of whom are women, and our entire city council is Latino. That representation builds trust and leads to better outcomes for our residents. Through this role, along with my service with NLC's Hispanic Elected Local Officials Constituency Group Board and the Human Development Federal Advocacy Committee, I'm proud to represent Tolleson nationally while bringing back ideas and best practices that strengthen our community.

MAYOR RODRIGUEZ: Awesome. And I'd like to -- I'd like to add that Jimmy just finished his fifth year on council. I think he's got a certificate he should show off somewhere in here. Make it official.

I also have ideas, apparently, and I think we had a ceremony this week for all of our city employees. So congratulate all the awardees as well. I heard it was a pretty good room. Is Reyes up to 40 years yet? Six more? All right. Six more. It better be a big certificate.

So folks, here's the good part. Yes sir? I started over, too. So here's the good part of the -- the good and not so good part. The next part of our agenda is to convene into executive session, which pretty much means that we have to close the doors and members of the public get to go home and get some rest. We have to be here a little bit longer, but that's where we're going.

But thank you all for coming out. We really appreciate it.

ERIVES: Thank you, thank you, thank you --

MAYOR RODRIGUEZ: You guys have a wonderful night.

ERIVES: -- thank you, thank you.

GAMEZ: Yeah, adios.

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 FEBRUARY 10, 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 February 4, 2026 to February 17, 2026

**MEETING DATE:** February 24, 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 February 4, 2026 to February 17, 2026.

**BACKGROUND:**

Each Council Meeting, the Finance Department shall prepare a list of all claims paid by the City. The list shall be reviewed and approved when required by the Council, and a copy of it shall be included in the minutes.

**DISCUSSION:**

The Claims and Bills Report includes vendor payments of \$10,000 or more for the period noted above.

**BUDGET IMPACT:**

This item has no additional budget impact.

**RECOMMENDATION:**

Staff recommends the City Council approve the Claims and Bills Report.

**ATTACHMENTS:**

1. 02 04 26 to 02 17 26 Claims and Bills Report



## CITY COUNCIL REPORT



**SUBJECT:** First Amendment to Cooperative Purchasing Agreement with American Fence Company of Arizona, Inc.

**MEETING DATE:** February 24, 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 the First Amendment to the Cooperative Purchasing Agreement with American Fence Company of Arizona, Inc. to extend the term of the Agreement through February 1, 2027, and to increase the annual aggregate compensation amount not to exceed \$200,000 for fencing materials and installation services.

**BACKGROUND:**

On April 22, 2025, the City entered into a Cooperative Purchasing Agreement with American Fence Company of Arizona, Inc. based upon an Arizona Department of Administration cooperative contract for the provision of fencing materials and installation services.

The Agreement allows the City to procure fencing materials and related services for various City projects using cooperative purchasing in accordance with state procurement guidelines.

**DISCUSSION:**

The proposed First Amendment extends the Agreement term from February 1, 2026 to February 1, 2027.

The First Amendment also increases the annual aggregate amount not to exceed from \$100,000 to \$200,000 to accommodate ongoing and anticipated fencing improvements and repairs throughout the City.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Approval of this First Amendment will ensure continuity of services and allow the City to complete fencing projects efficiently under the cooperative contract.

**BUDGET IMPACT:**

The First Amendment increases the annual aggregate amount not to exceed to \$200,000. Funding for services will be allocated within approved departmental budgets for applicable projects and fiscal years.

**RECOMMENDATION:**

Staff recommends approval of the First Amendment to the Cooperative Purchasing Agreement with American Fence Company of Arizona, Inc., extending the term through February 1, 2027, increasing the annual aggregate amount not to exceed \$200,000, and authorizing the City Manager to execute the Amendment.

**ATTACHMENTS:**

1. 02 24 26 DS - First Amendment to CPA - American Fence Company of Arizona Inc. - End Date 02 01 27

**AMENDMENT NO. 1 TO THE COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
AMERICAN FENCE COMPANY OF ARIZONA, INC.**

THIS AMENDMENT NO. 1 TO THE COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and AMERICAN FENCE COMPANY OF ARIZONA, INC., an Arizona corporation (the “Contractor”), (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement on April 22, 2025 (the “Agreement”) based upon the Arizona Department of Administration (“AGENCY”) Contract No. CTR069677 (the “Cooperative Contract”), for Contractor to provide fencing materials and installation services (“Services”). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City has determined that additional Services are necessary and desires to renew the term of the Agreement for the one (1) Renewal Term and increase the compensation paid to Contractor.

AGREEMENT

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

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

1. Term of Agreement. This Agreement is extended and shall be effective on the last signature date set forth below and shall remain in full force and effect until ~~February 1, 2026~~**February 1, 2027** (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

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

3. Compensation. The City shall pay Contractor for the Term and for each an annual aggregate amount not to exceed ~~\$100,000.00~~**\$200,000.00** for the

Materials, Services and Supplies at the rates that shall be agreed upon by the parties.

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

**“City”**

CITY OF TOLLESON,  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

**“Contractor”**

AMERICAN FENCE COMPANY OF ARIZONA, INC.,  
an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date

## CITY COUNCIL REPORT



**SUBJECT:** Third Amendment to Cooperative Purchasing Agreement with CDW Government LLC

**MEETING DATE:** February 24, 2026

**TO:** Mayor and Council

**FROM:** Wendy Jackson, Deputy City Manager/Employee Resources Director

**REVIEWED:** Reyes Medrano, Jr., City Manager

### **PURPOSE:**

The Information Technology Department is requesting approval of the Third Amendment to the Cooperative Purchasing Agreement with CDW Government LLC to increase the annual aggregate amount from \$300,000 to \$375,000 for Fiscal Year 2026 in order to meet the City's technology and software procurement needs.

### **BACKGROUND:**

On May 14, 2024, the City entered into a Cooperative Purchasing Agreement with CDW Government LLC for Software Value Added Reseller Services under a State of Arizona cooperative purchasing contract.

The City utilizes CDW as a primary vendor for the procurement of essential technology hardware, software licensing, cybersecurity tools, and related equipment supporting citywide operations. These purchases are necessary to maintain secure and reliable technology systems, particularly for public safety and core administrative functions.

The current fiscal year authorization of \$300,000 has been substantially utilized due to ongoing licensing requirements, cybersecurity enhancements, equipment replacement, and operational technology needs.

### **DISCUSSION:**

The proposed Third Amendment increases the annual aggregate amount from \$300,000 to \$375,000 for Fiscal Year 2026, representing an increase of \$75,000.

The additional capacity is necessary to support continued procurement of critical items, including:

- Police vehicle printers
- RSA token licenses (Police Department)
- Microsoft 365 licenses
- Device licensing
- Apple computers
- Veeam server backup licensing
- Meraki licensing
- Power BI licenses
- Adobe licenses
- Cisco Umbrella security services (which replaced ForcePoint)

- Computer supplies
- Netrix system file monitoring services

These systems and licenses are essential to maintaining operational continuity, cybersecurity compliance, and uninterrupted support of public safety and municipal services. Approval of this amendment will ensure sufficient funding authority through the end of the fiscal year and prevent service disruption or lapse in licensing.

All other terms and conditions of the Agreement remain unchanged.

**BUDGET IMPACT:**

The Third Amendment increases the Fiscal Year 2026 authorization from \$300,000 to \$375,000, representing a \$75,000 increase. Funding is available within the approved Information Technology and departmental operating budgets.

**RECOMMENDATION:**

Staff recommends approval of the Third Amendment to the Cooperative Purchasing Agreement with CDW Government LLC, increasing the annual aggregate amount to \$375,000 for Fiscal Year 2026, and authorizing the City Manager to execute the Amendment.

**ATTACHMENTS:**

1. 02 24 26 IT - Third Amendment to CPA - CDW Government LLC -End Date 06 30 27

**AMENDMENT NO. 3 TO THE COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
CDW GOVERNMENT LLC**

THIS AMENDMENT NUMBER 3 TO THE COOPERATIVE PURCHASING AGREEMENT (this “Amendment”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and CDW Government LLC, an Illinois limited liability company, (the “Contractor”), (collectively, “the parties”), is hereby entered into and shall be effective on the last signature date set forth below.

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

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement on May 14, 2024 (the “Agreement”) based upon State of Arizona through its Department of Administration and Contractor entered into the NASPO Value Point contract for Software Value Added Reseller Services, Contract No. CTR060021 (the “Master Contract”), and Participating Addendum Contract No. CTR070896 (the “Cooperative Contract”), with CDW Government LLC for Software Value Added Reseller Services (“Services”). The terms of the Agreement and the Cooperative Contract, and any amendments thereto, are incorporated herein by reference.

B. The City wishes to increase the compensation paid to Contractor.

AGREEMENT

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

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

**3. Compensation.** Commencing with the fiscal year July 1, 2024 through June 30, 2027, the City’s payments to the Contractor, if any, shall not exceed an aggregate amount of ~~\$250,000.00~~ ~~\$300,000.00~~ **\$375,000.00** for each fiscal year, for the Services at the rates that shall be agreed upon by the parties.

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

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

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

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

**“City”**

**CITY OF TOLLESON,**  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

**“Contractor”**

**CDW GOVERNMENT LLC,**  
an Illinois limited liability company,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Date

## CITY COUNCIL REPORT



**SUBJECT:** Professional Services Agreement with Rossco Electric, LLC for Veterans Park Lighting Conversion

**MEETING DATE:** February 24, 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 a Professional Services Agreement with Rossco Electric, LLC to provide materials and services to convert existing halogen lighting to LED lighting at Veterans Park, with a maximum aggregate amount not to exceed \$250,000.

**BACKGROUND:**

The City issued a Request for Proposals seeking qualified vendors to provide professional lighting services. Rossco Electric, LLC submitted a Statement of Qualifications and was selected to provide the required materials and services for the lighting conversion project.

The Agreement establishes a contractual relationship for the provision of lighting materials and related services, including the conversion of existing halogen fixtures to energy-efficient LED systems at Veterans Park. The Agreement term will remain in effect through February 1, 2027.

**DISCUSSION:**

The Veterans Park lighting system currently utilizes halogen fixtures, which are less energy efficient and require more frequent maintenance. Conversion to LED lighting will improve energy efficiency, reduce long-term maintenance costs, enhance lighting quality, and improve safety and visibility within the park.

Under the Agreement, Rossco Electric, LLC will provide the necessary materials and professional services to complete the lighting conversion in accordance with the approved scope of work and fee proposal.

The maximum aggregate amount for this Agreement shall not exceed \$250,000. All other standard contractual provisions, including insurance, indemnification, and warranty requirements, are incorporated into the Agreement.

**BUDGET IMPACT:**

The maximum aggregate amount of the Agreement is \$250,000. Funding for the lighting conversion project is available within the approved Parks and Recreation Department budget.

**RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement with Roscco Electric, LLC for the Veterans Park lighting conversion project, with a maximum aggregate amount not to exceed \$250,000, and authorization for the City Manager to execute the Agreement.

**ATTACHMENTS:**

1. 02 24 26 PR - PSA - Roscco Electric LLC - End Date 02 01 27

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
ROSSCO ELECTRIC, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and ROSSCO ELECTRIC, LLC, an Arizona limited liability company (the “Consultant”) (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. The City issued a Request for Proposals No. \_\_\_\_\_ (the “RFP”), attached hereto as Exhibit A, and incorporated herein by reference, seeking statements of qualifications (the “SOQ”) from vendors for professional lighting services.

B. The Consultant submitted a SOQ in response to the RFQ, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant to provide lights and to convert lights at Veterans Park from Halogen to LED (the “Materials” and “Services,” as applicable).

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 1, 2027 (the “Term”), unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Consultant shall provide the Materials and Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall pay Consultant a price not to exceed the amount designated in the Purchase Order or Authorization for Materials and Services provided to Consultant for the Materials and Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices

shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Materials and Services rendered will conform to the requirements of this Agreement and to the professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type

of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

b. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

c. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

e. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising

out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

g. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

h. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to the Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Consultant’s insurance shall be primary insurance as respects performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.
- (4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 11.2 Required Insurance Coverage.

a. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

b. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

c. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

d. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially change without 30 days' prior written notice to the City.

12. Applicable Law; Venue. In the performance of this Agreement, Consultant shall abide by and conform to any and all laws of the United States, State of Arizona and City of Tolleson, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

13. Termination; Cancellation.

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

13.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

13.6 Agreement Subject to Appropriation. The Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and A.R.S. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in the Agreement during any immediately succeeding fiscal year, this Agreement shall terminate

at the end of then-current fiscal year and the City and the Consultant shall be relieved of any subsequent obligation under this Agreement.

14. Miscellaneous.

14.1 Independent Contractor. The Consultant acknowledges and agrees that the Materials and Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Laws and Regulations. The Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Materials or Services, including the following: (a) existing and future City and County ordinances and regulations, (b) existing and future state and federal laws and (c) existing and future Occupational Safety and Health Administration ("OSHA") standards.

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

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

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

14.6 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes

or Social Security payments will not be withheld from any City payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

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

14.8 Assignment. No right or interest in this Agreement shall be assigned by Consultant without prior, written permission of the City signed by the City Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used.

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

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All Materials or Services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

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

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

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

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

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

If to Consultant:                    Rossco Electric, LLC  
   19202 N 30th Street  
   Phoenix, Arizona 85050  
   Attn: Donald Ross Eugene

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of

a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (2) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace, so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty

shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott” of goods and services from Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

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

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

14.21 Survival. The obligations of Consultant under this Section shall survive the termination of the Contract.

14.22 Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in A.R.S. § 35-391 or 35-393, as applicable. If the City determines that the Consultant submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

14.23 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant’s SOQ, the documents shall govern in the order listed herein.

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

14.25 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from

Eligible Procurement Unit(s) for the purchase of the Materials or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGE]

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

**"City"**

CITY OF TOLLESON,  
an Arizona municipal corporation

\_\_\_\_\_  
Reyes Medrano, Jr., City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin S. Pierce, City Attorney

**"Consultant"**

ROSSCO ELECTRIC, LLC,  
an Arizona limited liability company

By:  \_\_\_\_\_  
Name: David Sevigny  
Title: Operations Manager

Date: 2/12/2026

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
ROSSCO ELECTRIC, LLC  
(RFQ)

The exhibit will be incorporated and attached upon execution of this Agreement.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
ROSSCO ELECTRIC, LLC  
(SOQ)

The exhibit will be incorporated and attached upon execution of this Agreement.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
ROSSCO ELECTRIC, LLC  
(Scope of Work)

The exhibit will be incorporated and attached upon execution of this Agreement.

EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
ROSSCO ELECTRIC, LLC  
(Fee Proposal)

See following pages.



**ROSSCO ELECTRIC, LLC - ROC 196155**  
 2416 S 18th St  
 Phoenix, AZ 85034-6709  
 602-509-7887

**ADDRESS**

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

**SHIP TO**

Veterans Park  
 8601 W Van Buren St  
 Tolleson, AZ 85353

Proposal 2701 Veterans Park

DATE 11/19/2025

ACTIVITY	QTY	RATE	AMOUNT
MATERIAL AND LABOR	1	245,000.00	245,000.00T

Conversion of lighting at Veterans Park from Halogen to LED

**Project Description**

This project includes all labor, materials, equipment, tools, transportation, and related services required for a complete turnkey installation.

A total of eight (8) existing sports light poles at Veterans Park will be converted from halogen fixtures to LED.

Proposal Price good for 30 days.  
 Proposal is if for simultaneous light fixture conversion.

Work to be performed at baseball field and multipurpose field in a 2 week concurrent schedule.

**Multipurpose Field**

Four (4) poles  
 Six (6) existing halogen fixtures per pole  
 All fixtures to be replaced with Musco LED luminaires

**Baseball Field**

Two (2) poles with four (4) fixtures each  
 Two (2) poles with five (5) fixtures each  
 All fixtures to be replaced with Musco LED luminaires

Thank you for your business!

ACTIVITY	QTY	RATE	AMOUNT
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The new lighting system will be compatible with Musco Control-Link®, and I will provide photometric documentation to verify that the installed LED system meets IES recommended light levels for Class III sporting events.

Lighting System to Be Provided (Musco Sports Lighting)  
 I will be supplying a complete HID-to-LED system upgrade package from Musco Sports Lighting. Musco will provide:

Lighting Performance  
 Guaranteed light levels per Musco's engineered photometric design  
 BallTracker® technology for improved visibility and reduced glare

System Components  
 Forty-two (42) factory-aimed and pre-assembled LED luminaires, including BallTracker® units  
 Factory-assembled wire harnesses for each pole  
 UL-listed assemblies  
 Enhanced corrosion protection for long-term durability  
 Control Systems (Existing System to Remain Active)  
 Control-Link® remote control and monitoring with 24/7 customer support  
 Ten (10) additional years of Control-Link® programming

Musco provided Sports Lighting Warranty & Support  
 A comprehensive 10-year product assurance and warranty covering all materials and on-site labor, ensuring zero maintenance costs during the warranty period  
 Ongoing support through Musco's Lighting Services Team of 200+ specialists and a nationwide network of contractors  
 Warranty coverage begins on the product shipment date

Excludes  
 \* All permitting, engineering & after hours fees  
 \* Sales tax  
 \* Landscaping  
 \* Replacement of existing electrical circuits  
 \* Controls to remain the same  
 \* No additional wiring except wiring included with the lighting package  
 \* Existing light pole modification not covered in Musco install detail

Thank you for your business. We charge a 3% processing fee for credit card payments.  
EXCLUSIONS: TAXES, BONDS, PERMITS, FEES, ENGINEERING, FIRE ALARMS SYSTEM, TEMPORARY POWER, FIXTURE SUPPORT WIRES, FORMED CONCRETE, DEMO HAUL-AWAY, DEMO TO MAKE SAFE ONLY, PARKING, LAMP AND BALLAST DISPOSAL, SPRINKLER PIPE REPAIRS, LANDSCAPE REPAIR AND REPLACEMENT, OVERTIME, UTILITY COMPANY CHARGES, ROOF PATCH, AND FIXTURE BONNETS.

SUBTOTAL	245,000.00
TAX (0%)	0.00

WORK TO TAKE PLACE DURING NORMAL BUSINESS HOURS.

SUBMITTED BY: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE FOR PAYMENT AND AUTHORIZATION TO PROCEED.

\_\_\_\_\_  
ACCEPTED BY    DATE    PRINTED NAME

TOTAL	\$245,000.00
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Accepted By

Accepted Date

Thank you for your business!



# City of Tolleson Housing Needs Assessment & Action Plan

FUNDED BY: MARICOPA ASSOCIATION OF GOVERNMENTS GRANT

DEVELOPED BY: MATRIX DESIGN GROUP

PRESENTED BY: NOEL SCHAUS



# Why This Study Matters

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Provides data-driven assessment of Tolleson's housing market:

- Identifies affordability gaps
- Evaluates housing supply and future housing needs
- Guides policy decisions to ensure affordable housing
- Supports inclusive growth for residents of all ages and incomes



# Key Findings

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- Housing costs rising faster than incomes
- Renters face severe cost burdens
- Senior population growing and is most vulnerable
- Housing supply shortage exists, especially for lower-income households



# Key Demographic Context

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Population: 7,221 (as of 2022)

- 81% Hispanic or Latino
- 22% of residents are 65+
- Median household income: \$47,875
- 18.9% poverty rate



# Housing Stock

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2,707 total housing units (as of 2022)

- 59% single-family detached
- 34% multifamily units
- Limited attached/missing-middle housing  
(ADUs, duplexes, triplexes, townhomes, condos – in neighborhoods currently zoned for detached, single-family homes)

Moderate diversity, but insufficient affordable options



# Rental Market Challenges

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Median rent: \$1,121 (2022)

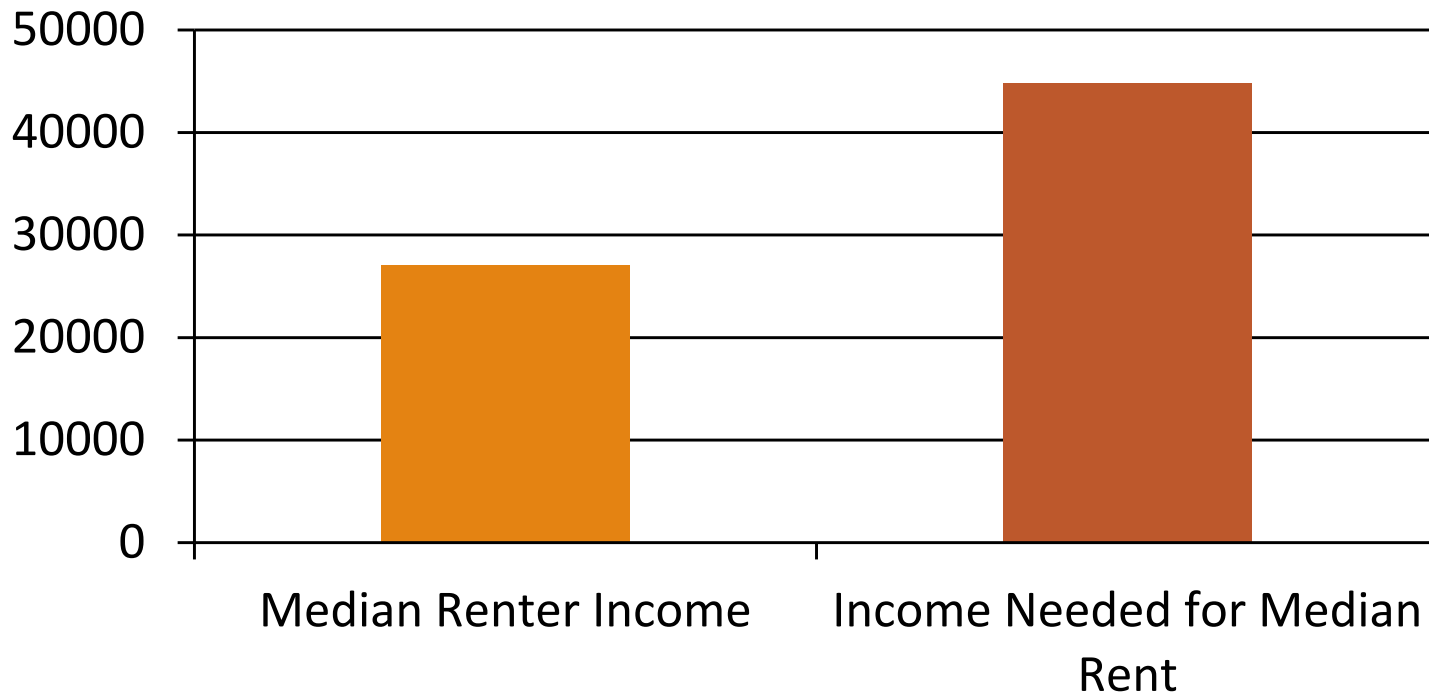
- Median renter income: \$27,083
- Income needed to afford rent: \$44,840
- Affordability gap: \$17,757 annually

Real renter income fell 31% (2017-2022) – renter income declined while rents increased

# Rental Affordability Gap

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## Annual Income



# Rental Cost Burden

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68% of renters are cost burdened (spend >30% income on rent)

- 42% severely cost burdened (>50% income on rent)
- 93% of senior renters cost burdened
- Nearly all renters under \$50,000 income are cost burdened
- \*Severe rent burden was 75% more prevalent in Tolleson than in the County and Arizona overall\*



# Homeownership Challenges

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Median home price (2023): ~\$400,000

- Home values increased 43% (2017-2022)
- Income needed to afford median home: \$91,666
- Median household income: \$47,875
- Affordability gap: ~\$43,800

= First-time buyers are locked out



# Housing Units Needed

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Current shortage: 417 units (249 rentals, and 168 ownership units)

- Projected need by 2030: 468 units
- Strongest demand among low-income households;

**83% of units must be affordable at  $\leq 80\%$  AMI**

- 80% of Area Median Income for a 2-person household is \$72K/year; to be affordable housing costs should not exceed \$1795/mo
- 50% of AMI is \$45,000/year (for 2 people); to be affordable, housing costs should be no more than \$1125/mo



# Primary Areas of Need

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- Affordable rentals
- Workforce housing
- Senior housing
- Smaller units
- First-time buyer options



# Key Strategic Principles

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- Focus on <80% AMI production
- Address severe rent burden first
- Target Seniors and smaller households
- Increase supply while reducing cost
- Use local leverage to attract outside capital



# Targeted Strategies

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1. Workforce Housing Trust Fund
2. Expand Missing Middle housing
3. Reduce Development Barriers
4. Senior-focused Housing and Aging-in-place Programs
5. Pursue Partnerships and Federal/State Funding



# Strategy 1: Workforce Housing Trust Fund

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**Purpose:** Local flexible funding tool

**Can Support:**

- Affordable rental development
- First-time homebuyer assistance
- Gap financing for tax credit projects
- Preservation of affordable units

**Why It Matters:**

Local leverage attracts LIHTC and state/federal investment.  
The private market alone will not produce affordable units.



# Strategy 2: Expand Missing Middle Housing

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- Allow ADUs citywide
- Permit duplexes/triplexes in appropriate zones
- Reduce lot size minimums
- Offer pre-approved ADU designs

## **Benefits:**

- Supports seniors aging in place and multigenerational living
- Expands naturally affordable units
- Aligns with 1-2 person household demand



# Strategy 3: Reduce Development Barriers

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- Waive or defer impact fees for affordable housing
- Reduce parking requirements
- Offer density bonuses for income-restricted units

**Impact:** Lowers construction cost and improves feasibility. This is especially important if Tolleson wants to compete for tax credit projects.



# Strategy 4: Senior Housing & Aging in Place

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- Offer fee relief for senior housing
- Encourage ADUs for caregiver housing
- Continue/expand home modification programs
- Pursue Section 202 & 811 funding

**Impact:** Without senior housing expansion, overcrowding may increase and housing instability may worsen.

(Senior homelessness is on the rise).



# Strategy 5: Partnerships/Funding

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- Collaborate with non-profit housing providers, mission-driven private developers, regional and public agencies
- HUD, ADOH, Maricopa County
- LIHTC (Low-Income Housing Tax Credit) and CDBG funds
- Leverage the City's Housing Trust Fund dollars to match grants

Tolleson cannot solve this alone without state and federal resources



# Key Takeaways

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- Tolleson's challenge is primarily affordability, not growth
- Rental burden is severe and widespread
- Seniors are uniquely vulnerable
- Homeownership entry barriers are growing
- Council controls critical levers – zoning, fees, local funding, partnerships

## CITY COUNCIL REPORT



**SUBJECT:** Resolution No. 2633 - Financial Support for Housing Authority of Maricopa County Affordable Housing Redevelopment Project

**MEETING DATE:** February 24, 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. 2633 authorizing a loan in an amount not to exceed \$500,000 at an interest rate between 2% and 3% to the Housing Authority of Maricopa County (HAMC) to support the redevelopment of two current public housing properties within the City of Tolleson, approving development-related fee waivers in an amount of at least \$100,000, authorizing the City Manager to execute an Intergovernmental Agreement and related documents, and declaring an emergency to allow the Resolution to take effect immediately.

### **BACKGROUND:**

The Housing Authority of Maricopa County (HAMC) owns two current public housing properties within the City of Tolleson totaling approximately 45 units on approximately 5.5 acres. The properties were originally constructed in the 1960s and require substantial reinvestment.

HAMC proposes to redevelop the sites by demolishing the existing structures and constructing approximately 90–100 new residential units in multiple two- to three-story buildings. The redevelopment will include one-, two-, and three-bedroom units affordable to households earning at or below 60% of Area Median Income (AMI), along with a community building and other on-site amenities.

HAMC is applying to the Arizona Department of Housing (ADOH) for 9% Low Income Housing Tax Credits (LIHTC) to finance the redevelopment. Applications are competitively scored, and points are awarded for documented local government financial support and fee waivers.

### **DISCUSSION:**

To enhance the project's competitiveness under the 2026 Qualified Allocation Plan (QAP), HAMC has requested the City provide local gap financing in the form of a loan in an amount not to exceed \$500,000 at an interest rate between 2% and 3%. Structuring the funding as a below-market loan within this range is necessary to meet ADOH tax credit scoring requirements.

HAMC has also requested development-related fee waivers in an amount of at least \$100,000.

The proposed redevelopment will:

- Replace aging public housing units with modern, energy-efficient construction
- Increase the total number of affordable housing units
- Provide housing opportunities for families earning up to 60% AMI
- Support the City's General Plan goals related to housing diversity, neighborhood revitalization, and quality of life

Adoption of Resolution No. 2633 will provide the formal financial commitment required for LIHTC scoring purposes and authorize the City Manager to execute the Intergovernmental Agreement and related loan documents without returning to Council.

Due to the time-sensitive nature of the LIHTC application process and associated deadlines, the Resolution includes an emergency clause to allow it to take effect immediately upon adoption.

**BUDGET IMPACT:**

Resolution No. 2633 authorizes a loan in an amount not to exceed \$500,000. The funding source will be identified and allocated from an appropriate City fund consistent with Council direction and budget authority.

Additionally, the City will waive development-related fees in an amount of at least \$100,000, representing a reduction in potential fee revenue.

**RECOMMENDATION:**

Staff recommends adoption of Resolution No. 2633 approving a loan in an amount not to exceed \$500,000 at an interest rate between 2% and 3%, approving development-related fee waivers in an amount of at least \$100,000, authorizing the City Manager to execute an Intergovernmental Agreement and related documents, and declaring an emergency.

**ATTACHMENTS:**

1. Res 2633 Approving Financial Support for Housing Authority of Maricopa County Affordable Housing Redevelopment Project 02 24 26

**RESOLUTION NO. 2633**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING FINANCIAL SUPPORT FOR THE REDEVELOPMENT OF TWO CURRENT PUBLIC HOUSING PROPERTIES WITHIN THE CITY OF TOLLESON; APPROVING A LOAN IN THE AMOUNT OF \$500,000 AT AN INTEREST RATE BETWEEN 2% AND 3%; APPROVING DEVELOPMENT-RELATED FEE WAIVERS IN AN AMOUNT OF AT LEAST \$100,000; AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT AND RELATED DOCUMENTS; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Housing Authority of Maricopa County, its affiliates or assigns (“HAMC”), intends to apply to the Arizona Department of Housing for 9% Low Income Housing Tax Credits (“LIHTC”) for the redevelopment of two current public housing properties located within the City of Tolleson (the “Development”); and

**WHEREAS**, the LIHTC, if awarded, will be used to generate funding for the Development, which is anticipated to consist of approximately 90–100 residential units affordable to households earning at or below 60% of Area Median Income for a minimum period required under federal law; and

**WHEREAS**, applications for LIHTC are competitively scored and points are awarded for a local government’s commitment to financial assistance and fee waivers; and

**WHEREAS**, the Development is consistent with the City’s General Plan and revitalization objectives by expanding the supply of quality affordable housing, reinvesting in aging housing stock, and improving quality of life for residents; and

**WHEREAS**, the immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health, safety and welfare of the citizens in that savings of time and expense are currently available to both the City and the Development, and

**WHEREAS**, the Mayor and City Council have been informed of the Development and desire to provide financial assistance to support the Development.

**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 Mayor and Council hereby approve a loan to HAMC, its affiliates or assigns, in an amount not to exceed \$500,000, at an interest rate between 2% and 3%, to support the Development.

Section 3. The Mayor and Council hereby approve development-related fee waivers for the Development in an amount of at least \$100,000, consistent with City policy.

Section 4. The City Manager and/or his designee are hereby authorized and directed to:

- a. Expend up to \$500,000 from an appropriate City fund as determined by the City Manager in support of the Development;
- b. Execute and deliver an Intergovernmental Agreement and any related loan documents necessary to implement the financial assistance approved herein; and
- c. Take all actions necessary to carry out the purpose and intent of this Resolution.

Section 5. The immediate operation of the provisions of this Resolution are necessary for the preservation of the public peace, health, safety and welfare of the citizens in that savings of time and expense are currently available to both the City and the Development, and that the Council therefore declares an emergency to exist, and that this Resolution shall be in full force and effect from and after its passage by the Council, as required by law.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of February, 2026.

\_\_\_\_\_  
Juan F. Rodriguez, Mayor

ATTEST: \_\_\_\_\_

Crystal Zamora, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_

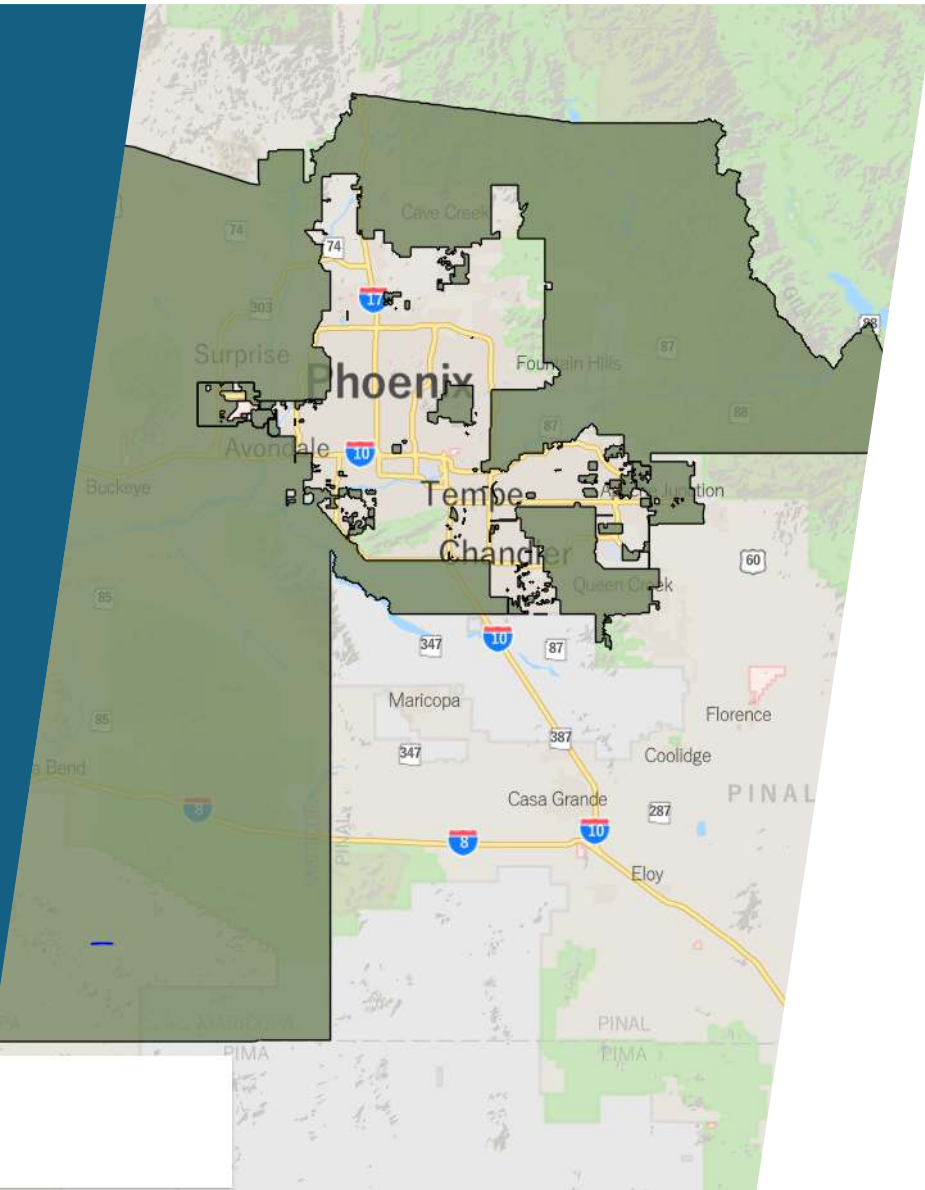
Justin Pierce, City Attorney



# Baden Homes & Hollar Apartments Redevelopment

9201-9203 W. Roosevelt,  
9202-9204 W. Baden St. and  
1003 N. 93rd Ave. in Tolleson, AZ

Presented to: Tolleson City Council on February 24, 2026



# Developer

- ▶ **Housing Authority of Maricopa County**
- ▶ **Public Housing Agency (PHA) serving Maricopa County**
- ▶ **HUD Designation:** High Performer PHA
- ▶ **Housing Options:** Housing Choice Vouchers and Multi-family Housing Development and Management
- ▶ **Voucher Programs:** Administers over 1,800 Vouchers throughout Maricopa County
- ▶ **Multi-Family Housing Stock (Managed):** 869 units
- ▶ **Development Success:** Since 2016, HAMC has developed 801 LIHTC units through LIHTC and co-partnerships
- ▶ **Current Pre-Development:** 120-unit property in Avondale, AZ is being improved

# Helping Families for 80 Years and Counting

Maricopa County agency strives to provide affordable housing for veterans and low-income families



The Housing Authority of Maricopa County (HAMC) aims to improve the quality of life for families and strengthen communities by developing and sustaining affordable housing programs.

Maricopa County serves the greater Phoenix, Scottsdale and Mesa metropolitan areas, and HAMC has jurisdiction in most of the county. The housing authority owns and manages over 700 units and administers 1,850 vouchers through the Housing Choice Voucher program, including Section 8, Veterans Affairs Supportive Housing (VASH), emergency housing vouchers and more.

As it celebrates its 80th year in service, HAMC is embarking on several housing initiatives, including new family and senior apartments and a large-scale RAD redevelopment effort.

#### REVIVING AN OLD PORTFOLIO

Like most housing authorities, HAMC is working to combat the dearth of affordable housing available to low- and moderate-income residents across the county.

"The biggest challenge is the availability of affordable housing," says HAMC Executive Director, Gerald Minott. "Affordable housing is a national issue, and finding or providing or constructing affordable housing is the problem. We partner with our local cities, our municipalities and with different for-profit agencies for financing to develop, reconstruct and refurbish affordable housing."

One community that HAMC currently has under construction is the Norton Circle Apartments. The 47-year-old apartment buildings located in Avondale, Arizona, used to be public housing. Now, HAMC is redeveloping the 46-unit property into a 100-unit, high-quality affordable community available to residents earning up to 60 percent AMI.

Norton Circle Apartments received 9 percent low-income housing tax credits (LIHTC) from the Arizona Department of Housing, totaling \$1,929,000. The development will include a separate community building that will provide space for comprehensive on-site services. Norton Circle Apartments is located in a quiet neighborhood near an elementary school, high school, grocery store, bus stop, post office and parks. The community is expected to open in January 2024.

Additionally, HAMC is the first housing authority in Arizona to convert all of its public housing through the RAD program to either a project-based voucher or a project-based rental assistance contract with HUD. According to Minott, conversions of this nature come with additional financing needs that are required to rehabilitate properties.

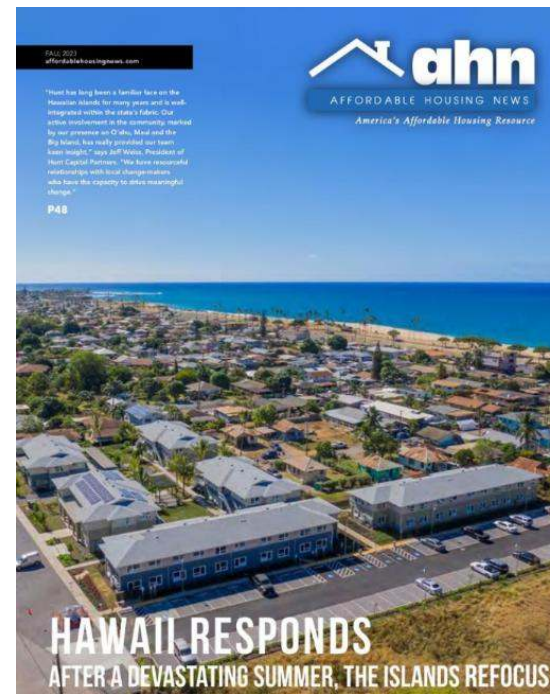


  
Housing Authority of  
Maricopa County

Executive Director :: Gerald Minott | Location :: Phoenix, Arizona

Housing Authority of Maricopa County's Development accomplishments featured in the Affordable Housing News Fall 2023 issue (page 34-35)

## Affordable Housing News, Fall 2023 issue





# Development Portfolio



Madison Heights I and II in Avondale, AZ (143 units)



The River at Eastline Village in Tempe, AZ (56 units)



Heritage at Surprise in Surprise, AZ (100 units)

# Norton Circle Redevelopment

## Before:

- 46 units, dilapidated units on 5.7 acres, with no on-site leasing office or space for community events



## After:

- 100 units, energy efficient property with Community building & playground
- The total project cost is approx. \$34 million.
- 100% Lease up in 3 months



# Heritage Senior Apartments

- ▶ 99-unit, senior-only property developed in the Original Town Site area of Surprise, AZ
- ▶ Received the largest HUD Section 202 funding award (\$9.1 million) from HUD in 2021
- ▶ Received a 9% Low Income Housing Tax Credit (LIHTC) Award from ADOH in 2022
- ▶ Located adjacent to the City's new (under construction) Senior and Community Center



# Proposed Development

## Baden and Hollar Apartments

- ▶ Baden (20 units) and Hollar (25 units) are two former Public Housing properties in Tolleson
- ▶ Complete demolition and new construction of approx. 100 high-quality affordable housing units
- ▶ Will be affordable to families earning up to 60% of AMI;
- ▶ 1-, 2- and 3- bedroom units with in-unit amenities like ceiling fans, washer and dryer, etc.
- ▶ Supportive services will be offered to the residents on site will be financed primarily with Low Income Housing Tax Credit (LIHTC)



# Design Concept

- ▶ Approx. 100 units
- ▶ Separate clubhouse with amenities
- ▶ Play area and tot lot
- ▶ Two- and three-story buildings



**Apts. - SWC Roosevelt St. & 92nd Ave.**  
 Tolleson, Arizona  
 LIHTC SUBMITTAL  
 February 18, 2026



CONCEPTUAL SITE PLAN #  
 Preliminary Use For Construction

# Project Timeline

	Project Milestones	Date
1	Commitment of funds by City Council	February 2026
2	Application to ADOH for 9% LIHTC	April 1, 2026
3	LIHTC Awards announcement	June 2, 2026
4	Solicitation and selection of LIHTC Investor	August 2026
5	Due Diligence and Permitting process	August 2026 - February 2027
6	Project Closing and start of construction	March 2027
8	Construction Completion	September 2027
9	Stabilized Occupancy	December 2027

## Request from the City

- ▶ 9% LIHTC is competitive and therefore, the project needs to score as high as possible in the scoring criteria administered by ADOH
- ▶ Per the scoring criteria:
  - ▶ Local government contribution of at least \$500,000 at below market rate gets additional points
  - ▶ Development Fee waivers of at least \$100,000 receive additional points

Thank you!



# Baden Homes & Hollar Apartments Redevelopment

9201-9203 W. Roosevelt,  
9202-9204 W. Baden St. and  
1003 N. 93rd Ave. in Tolleson, AZ

Presented to: Tolleson City Council on February 24, 2026

## CITY COUNCIL REPORT



**SUBJECT:**

**MEETING DATE:** February 24, 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. 2634 authorizing the sale of City-owned Parcel No. 102-48-263, located at the northeast corner of 91st Avenue and Van Buren Street, to Schulte Real Estate Management Corp., and authorizing execution of the Purchase Contract and related documents necessary to complete the transaction.

**BACKGROUND:**

The City owns approximately five (5) acres identified as Maricopa County Assessor’s Parcel No. 102-48-263 (Lot 1 of La Entrada), located at the northeast corner of 91st Avenue and Van Buren Street. The property has been identified as a strategic redevelopment site intended to support economic development and commercial growth along the Van Buren Street corridor.

Schulte Real Estate Management Corp. has proposed development of the site to include construction of a grocery store and related commercial improvements. The proposed Purchase Contract includes a minimum fifteen (15) year grocery store lease commitment consisting of at least 30,000 square feet of retail space. The agreement includes due diligence provisions, development requirements, and a City right of first refusal after closing.

Pursuant to state law and the Tolleson City Charter, Council authorization is required for the disposition of City-owned real property.

**DISCUSSION:**

The Purchase Contract provides for a total purchase price of One Million Dollars (\$1,000,000). The agreement includes a due diligence period to allow the Buyer to secure required permits and approvals and to finalize a grocery store lease. The City will retain all existing easements and rights-of-way.

Key terms of the agreement include:

- Purchase Price: \$1,000,000
- Due Diligence Period: Nine (9) months, with one potential extension
- Minimum 15-year grocery store lease requirement
- City right of first refusal upon future sale of the property

- Development agreement requirement prior to closing

The sale of this parcel is anticipated to support long-term economic development goals by introducing a full-service grocery component and stimulating additional commercial investment within the corridor.

**BUDGET IMPACT:**

The City will receive \$1,000,000 in sale proceeds at closing, less any customary closing costs payable by the City. Sale proceeds will be allocated in accordance with Council direction and applicable budget policies.

There is no negative budget impact associated with approval of this item.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. 2634 authorizing the sale of City Parcel No. 102-48-263 to Schulte Real Estate Management Corp., and authorizing the Mayor, City Manager, City Clerk, and City Attorney to execute and deliver the Purchase Contract and all related documents necessary to complete the transaction. Staff recommends approval of Resolution No. 2634.

**ATTACHMENTS:**

1. Res 2634 Sale of City Property at the NEC of 91st Ave. and Van Buren St., APN 102-48-263 - Schulte Real Estate Management Purchase 02 24 26

**RESOLUTION NO. 2634**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AUTHORIZING THE SALE OF CITY PARCEL NO. 102-48-263, LOCATED AT THE NORTHEAST CORNER OF 91ST AVENUE AND VAN BUREN STREET, AND AUTHORIZING AND DIRECTING THE MAYOR, CITY MANAGER, CITY CLERK, AND CITY ATTORNEY TO TAKE ALL ACTIONS NECESSARY TO COMPLETE THE TRANSACTION.**

**WHEREAS**, the City Council has determined that the sale of real property identified as Maricopa County Assessor's Parcel No. 102-48-263, located at the northeast corner of 91st Avenue and Van Buren Street, and reserving all existing easements and rights-of-way, is in the best interest of the citizens of the City of Tolleson; and

**WHEREAS**, the City of Tolleson has agreed to sell the property described above to Schulte Real Estate Management Corp.; and

**WHEREAS**, the parties have reached an agreement regarding the terms and conditions of the sale which are included in the Purchase Contract, attached hereto as Exhibit A and incorporated herein by reference, to be executed by both parties.

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

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

Section 2. The City of Tolleson is authorized to enter into the Purchase Contract, attached hereto as Exhibit A and incorporated herein, for the sale of the property designated as Maricopa County Assessor's Parcel No. 102-48-263, which is legally described in the Purchase Contract, and to comply with the terms of said Purchase Contract.

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

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

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Mayor and Council of the City of Tolleson, Arizona,  
on this 24th 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. 2634**

[Purchase Agreement]

See following pages.

**PURCHASE CONTRACT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
SCHULTE REAL ESTATE MANAGEMENT CORP.**

THIS PURCHASE CONTRACT (this "Agreement") is made as of February 24, 2026, between the **CITY OF TOLLESON**, an Arizona municipal corporation (the "City" or "Seller") and **SCHULTE REAL ESTATE MANAGEMENT CORP.**, a Delaware Corporation, or its assignee, ("Buyer"), (collectively, "party" or "parties").

In consideration of the covenants, terms, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

**1. Purchase and Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions contained herein, certain rights to real property located in Maricopa County, Arizona, consisting of fee title to five (5) +/- acres of real property as described and depicted in Exhibit A, attached hereto and incorporated herein by reference together with all improvements, water rights, air rights, mineral rights, privileges and appurtenances thereto, (the "Real Property"). Both parties agree that a material consideration of this transaction is Buyer's obligation and promise to enter into a minimum 15-Year Lease with a grocery store ("Tenant") consisting of at least 30,000 square feet of retail space (exclusive of storage, offices and non-public areas) (the "Grocery Store Lease") to be constructed on the Property (the "Project"). This condition and requirement shall survive the close of escrow, provided such condition and requirement shall be fully satisfied once the Grocery Store Lease is fully signed by the Buyer and Tenant.

**2. Purchase Price.** The total price to be paid for the Real Property (the "Purchase Price") is One Million Dollars (\$1,000,000.00), payable in cash or readily available funds to be deposited with Escrow Agent on the Closing Date. Within five (5) business days following the mutual execution and delivery of the Agreement to Escrow Agent, Buyer will deposit **Twenty-Five Thousand Dollars (\$25,000.00)** (the "**Deposit**"). During the Due Diligence Period, the Deposit shall be fully refundable to Buyer. At Closing, the Deposit and any interest thereon shall be credited against the Purchase Price. The Deposit will be returned to Buyer on the terms set forth herein.

**3. City's Right of First Refusal.**

If at any time after close of escrow, Buyer receives any bona fide third-party offer to acquire all right, title and interest in and to the Property, which offer Buyer desires to accept, Buyer shall notify the City in writing (at the address set forth below) of such offer, and the City shall have fifteen (15) business days after receipt of such notice within which to notify Buyer of the City's election to acquire the Property at the price and on the terms

and conditions set forth in such offer. The notice from Buyer to the City shall contain a copy of the bona fide third-party offer to acquire the Property

If the City elects to exercise its right of first refusal by providing notice to Buyer within the time period set forth above, Buyer and the City shall proceed to close the escrow in the time period for the closing as set forth in such offer.

In the event the City fails to provide Buyer with notice within the time period set forth above, Buyer may proceed to sell the Property to the bona fide third-party free and clear of the terms of any right of first refusal.

#### **4. Open and Close of Escrow.**

**4.1 Escrow Agent and Instructions.** Promptly after execution of this Agreement by the parties, an escrow (the "Escrow") shall be opened with Pioneer Title located at 1550 East Missouri Avenue, Phoenix, Arizona 85014, Attn: Jennifer Siverio, Senior Commercial and Residential Escrow Officer ("Escrow Agent") to facilitate the consummation of the sale of the Real Property pursuant to this Agreement. This Agreement constitutes escrow instructions to Escrow Agent; however, if required by Escrow Agent, Buyer and Seller shall execute and deliver to the Escrow Agent printed form escrow instructions consistent with this Agreement. In the event of any conflict between the provisions of the printed form escrow instructions and this Agreement or any deed, instrument or document in connection with the transactions contemplated herein, the provisions of this Agreement or such deed, instrument or document shall control. No provision of the escrow instructions shall excuse any non-performance by either party. The assignment by Escrow Agent of an escrow number to this transaction and the opening of the Escrow by Escrow Agent shall constitute Escrow Agent's acceptance of the instructions to, and other obligations of, Escrow Agent as set forth in this Agreement and the Escrow Instructions.

**4.2 Escrow Date.** Escrow Agent shall notify the parties in writing as to the date on which it received fully executed copies of this Agreement, which date is called the "Escrow Date."

**4.3 Closing.** The exchange of the Real Property for the consideration set forth in this Agreement and consummation of the transactions contemplated by this Agreement (the "Closing") shall occur at 10:00 a.m. on a date that is forty-five (45) days after the end of the Due Diligence Period or as same may be extended at the office of Escrow Agent or at such other time and location as the parties may agree, which date shall be referred to as the "Closing Date." The Closing Date shall be deemed to be the date on which the parties shall have performed all actions necessary for the closing of the transaction, without regard to the date on which Escrow Agent actually records the deed or other closing documents. Seller and Buyer hereby authorize Escrow Agent to execute, at Closing, an affidavit of real property value as required by Arizona law. Upon the close of escrow, the amounts paid by the Buyer, and less any closing costs payable by the City, shall be disbursed to the City.

**4.4 IRC Reports.** Escrow Agent, as the party responsible for closing the transactions contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), shall file all necessary information reports, returns and statements (collectively the "Reports") regarding the transactions as may be required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys harmless for, from and against any and all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Reports that Escrow Agent is hereby required to file.

**4.5 Prorations and Escrow Fees.** The cost of a Standard Title Insurance Policy shall be paid by Seller with Buyer responsible for endorsements and any lender policy. All other escrow fees shall be paid by the Buyer unless otherwise provided herein. Special assessments or similar liens for work or improvements shall be paid by Seller. Real property, personal property and ad valorem taxes and other state or local taxes and charges affecting the Real Property shall be prorated on the basis of the current year's rate and valuation, provided, that if the rate of, or valuation for, any such taxes, charges or assessments has not been fixed before the Closing Date, then the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation. Except as otherwise provided in this Agreement, all other closing costs shall be paid by Buyer. Seller shall not, without the prior written consent of Buyer, consent to the imposition of any assessment against the Real Property if such assessment would be required to be paid, in whole or in part, by Buyer. Seller shall give Buyer timely written notice of any proposed governmental action, including, but not limited to, the formation of an improvement district or other similar district which could result in the imposition of assessments against the Real Property.

## **5. Condition of Title.**

**5.1 Title Report.** Promptly after opening of Escrow, Escrow Agent shall deliver to Buyer and to Seller a preliminary title report or commitment (including matters revealed by an inspection of the Real Property) dated no earlier than the Escrow Date leading to the issuance of a standard coverage owner's policy of title insurance in the amount of the Purchase Price insuring Buyer's interest in the Real Property, together with readable copies of all instruments of record referred to therein (the "Title Report").

**5.2 Title Review Period.** Buyer shall have until 30 days after receipt of the Title Report (the "Title Review Period") within which to object in writing to Seller and Escrow Agent to the legal description or any matters affecting title shown on the Title Report, it being agreed that the Purchase Price is based upon free and clear title and only such other exceptions thereto as may be approved by Buyer, in its sole and absolute discretion. Buyer's failure to timely object to any of the matters affecting title shown on the Title Report within the Title Review Period will constitute Buyer's rejection of title subject to those matters.

**5.3 Title Objections.** If Buyer objects to any matters affecting title shown on the Title Report, Seller shall have until the Closing Date to cure any matters

objected to by Buyer but shall have no obligation to do so. If Seller does not cure those matters objected to by Buyer by the Closing Date, Buyer may, in its sole discretion, elect to (a) waive the matters objected to and close Escrow subject thereto, or (b) cancel this Agreement by notice to Seller and Escrow Agent, whereupon the Escrow and this Agreement shall automatically terminate and neither party shall thereafter have any further obligations or liability to the other under this Agreement except as herein expressly provided for otherwise.

**5.4 Amended Title Report.** Buyer shall have until five (5) business days after receipt of an amended Title Report disclosing new matters affecting title to the Real Property (and the Closing Date shall automatically be extended for such five business-day period, if appropriate) within which to object in writing to Seller and Escrow Agent to any matters affecting title set forth therein; whereupon Buyer shall have the same rights hereunder as described with respect to the objections to the first Title Report described in Section 5.3 above. If Seller does not cure those matters objected to by Buyer within two business days after notice of Buyer's objection (and, if necessary, the Closing Date shall be appropriately extended until the expiration of the five business-day period hereinabove provided and this two business-day period), then Buyer may, in its sole and absolute discretion, elect either of the remedies set forth in Section 5.3 above; provided, however, that, notwithstanding anything in this Agreement to the contrary, Buyer's rights and remedies shall not be limited with respect to any breach of Seller's covenant set forth in the following sentence. Seller covenants that between the Escrow Date and the Closing Date Seller will not intentionally cause any material matter to arise or be imposed upon the Real Property affecting title thereto.

**6. Title Insurance.** Buyer's obligation to close Escrow is conditioned upon the commitment of Escrow Agent, or its affiliated title insurer, to issue to Buyer, at or promptly following the Closing, a standard coverage owner's policy of title insurance insuring title to the Real Property to Buyer in the amount of the Purchase Price, the policy to be subject only to the usual printed exceptions, conditions and stipulations in the form of policy and matters affecting title shown on the Title Report not objected to by Buyer in accordance with Section 5 hereof. Buyer shall pay the portion of the premium for an extended coverage owner's policy that is in excess of what the premium would have been for a standard owner's policy, and Seller and Buyer shall split evenly the balance of the premium. Seller and Buyer agree to comply with all reasonable requirements imposed by the title insurer as a condition to issuance of the policy (excluding matters affecting title which, by notice given to Escrow Agent and the other party within ten days after delivery of the Title Report, either Buyer or Seller reasonably determines should more properly be shown in the exceptions to title portion of the Title Report).

**7. Buyer's Due Diligence.** From full execution of this Agreement, Buyer shall have nine (9) months (270 days) of Due Diligence to complete the Grocery Store Lease and submit all Permits for Construction. The Deposit will become nonrefundable and payable to Seller as liquidated damages in the event Buyer fails to close the transaction for any reason other than Seller's breach.

**7.1 Right of Termination.** During the Due Diligence Period, Buyer may terminate this Agreement for any reason or no reason in Buyer's sole discretion, and in such event the Earnest Money, together with any interest thereon, shall be refunded to Buyer except as to any surviving obligations or indemnifications set forth herein. The indemnifications set forth herein shall survive termination of this Agreement and Close of Escrow. At the end of the due diligence period, should Buyer not have entered into the Grocery Store Lease and submitted all required permits for construction of the Project, Seller may elect to terminate the agreement and refund the earnest money to the Buyer unless the due diligence period is extended as set forth below.

**7.2 Access to Property.** Seller shall afford Buyer and its representatives reasonable access to the Property during the Due Diligence Period. Buyer shall repair and restore any damage to the Property caused by the Buyer arising from Buyer's activities. Buyer shall indemnify and hold Seller, its members, agents, employees and tenants, harmless from any claim for injury to person or property damage that may be made against Seller, its members, agents, employees and tenants, as a result of Buyer's activities on the Property during the Due Diligence Period.

**7.3 Due Diligence Items.** Within five (5) business days of the Effective Date, Seller shall, to the extent the same are in Seller's possession or readily available to Seller, deliver to Buyer copies of all items listed in Exhibit C attached hereto (collectively, the "**Due Diligence Items**") along with written confirmation that all Due Diligence Items have been delivered ("**Delivery Notice**"). If the Due Diligence Items and Delivery Notice are not timely provided, all time frames in this Agreement including the Contingency Period (defined below) shall extend on a day-for-day basis until the Due Diligence Items and Delivery Notice are delivered.

**7.4 Extension of Due Diligence Period.** Provided Buyer delivers written notice to Seller and deposits an additional \$25,000 with the Title Company (the "**Extension Fee**") prior to the expiration of the Due Diligence Period, Buyer may extend the Due Diligence Period by an additional 120 days. If Buyer extends the Escrow, the original Deposit shall be non-refundable but shall be applied toward the Purchase Price. The Extension Fee shall be refundable to Buyer provided Buyer terminates this Agreement before the extended Due Diligence Period expires; however, the Extension Fee shall be non-refundable to Buyer thereafter except in the event of Seller's default under the Agreement, condemnation of the Property, or casualty to the Property but applicable to the Purchase Price in the event of Closing. At the end of the extended due diligence period, should Buyer not have entered into a grocery store lease and obtained permits for construction, Seller may elect to terminate the agreement and refund the Extension Fee to the Buyer.

**7.5. Removal of Property from the Market.** During the Escrow period, Seller shall not (i) solicit or respond to offers from other Buyers for all or a portion of the Property, (ii) engage in negotiations with any other person or entity for the sale of all or a portion of the Property, or (iii) agree to sell, assign, or transfer all or any portion of the Property to any person or entity.

**8. Property Reports.** Within 10 days of Opening of Escrow, Seller shall provide Buyer with surveys, drawings, plans and/or specifications and reports affecting the Property in Seller's possession regarding the Property and improvements ("Property

Reports”). Buyer acknowledges that the documents will be provided on the condition that Seller makes no representations or warranties with regard to the accuracy or completeness of the Property Reports. The Buyer will make their own independent verification of all matters important to Buyer during the Due Diligence Period including matters set forth in the Property Reports. Additionally, Seller will, within the ten (10) day period described herein, provide Buyer with a vendor list for the Property.

## **9. Conveyancing and Closing Documents.**

**9.1 By Seller.** On the Closing Date, Seller shall deliver to Buyer:

a. A special warranty deed, in the form attached hereto as Exhibit B, conveying to Buyer title to the Real Property, together with an executed Affidavit of Real Property Value, if applicable.

b. A sworn affidavit stating under penalty of perjury that Seller is not a “foreign person” as such term is defined in Section 1445(f)(3) of the Code. In the event Seller does not furnish the sworn affidavit, Buyer may withhold (or direct Escrow Agent to withhold) from the funds due to Seller at the Closing, an amount equal to the amount required to be so withheld pursuant to Section 1445(a) of the Code, and such withheld funds shall be deposited with the Internal Revenue Service as required by Section 1445(a) and the regulations promulgated thereunder. The amount withheld, if any, shall nevertheless be deemed to be part of the Purchase Price paid to Seller.

**9.2 By Escrow Agent.** On the Closing Date, Escrow Agent shall:

a. Record or file, as appropriate, the closing instruments hereunder in the following order: the Special Warranty Deed and the Affidavit of Value, if applicable.

b. Deliver the title insurance policy, as set forth in Section 5 of this Agreement, to the Buyer.

c. Provide each party with a complete set of closing documents as they become available to Escrow Holder.

## **10. Tests.**

**10.1 General Tests.** Buyer, its agents and designees, shall have the right to enter upon the Real Property at all times prior to the Closing Date for the purposes of inspecting the Real Property and making and obtaining drainage, environmental, soil and engineering tests, and performing other tests, studies or inspections desired by Buyer. Buyer agrees to indemnify, defend and hold harmless Seller for, from and against all claims, liabilities and damages, including attorneys’ fees, for personal injury, physical damage to property or mechanics’ or materialmen’s liens which may be asserted against Seller as a result of Buyer’s entry onto the Real Property and inspection or testing thereof. Buyer shall, after its entry and testing, restore the Real Property to substantially the same

condition that existed prior to such entry and testing. Buyer agrees to provide the City with copies of all written reports Buyer receives under this Section 10.1.

**10.2 Environmental Site Assessment.** Buyer may, at its sole option and expense, during the Due Diligence Period, undertake the inspection, testing and analysis of the Real Property to determine the nature and extent of the existence of any Hazardous Substances, if any, present on, at or under the Real Property. Buyer shall obtain Seller's prior written approval of the time, manner and extent of any such investigation (including any investigation which entails soils or groundwater tests or analyses), which consent shall not unreasonably be withheld or delayed by Seller. Seller shall provide Buyer and Buyer's agents and representatives with access to all portions of the Real Property, at reasonable times and subject to the rights of any tenants or other occupants of the Real Property, for the purpose of completing any such investigation of the Real Property. Seller shall cooperate with Buyer's investigation of the Real Property so long as the same does not unreasonably interfere with Seller's operations or cause any undue expense to Seller which is not reimbursed by Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all claims arising as a result of any such entry or investigation by Buyer or Buyer's consultant, except with respect to any matter related to Seller's obligation to clean or remove any Hazardous Substances previously existing on the Real Property, so long as the same are not aggravated by Buyer's entry or investigation. Seller may, at its sole option, observe and monitor the investigation undertaken by Buyer, and its consultants, and may, at Seller's expense, obtain split or duplicate samples of any soil, groundwater or other material samples taken by Buyer. Buyer shall provide the Seller, as soon as they are made available to Buyer, copies of all field data, filed reports, laboratory analyses, reports and all other analyses and reports prepared or used in connection with Buyer's investigation of the Real Property, including the report prepared and provided to Buyer by its consultant. Notwithstanding anything contained in this Agreement to the contrary, in the event the results of Buyer's investigation of the Real Property are not satisfactory to Buyer, in its sole and absolute discretion, Buyer shall have the right to terminate this Agreement upon ten days written notice to Seller. Buyer agrees to provide the City with copies of all written reports Buyer receives under this Section 10.2.

**11. No Alterations to Real Property.** Seller shall make no modifications or alterations to the Real Property between the Escrow Date and the Closing Date, without the prior written consent of Buyer. As of the Closing Date, there will be no outstanding contracts made by Seller for any improvements to the Real Property which have not been fully paid, and Seller shall cause to be discharged or bonded in accordance with law any mechanics' or materialmen's liens arising from any labor or material furnished prior to the Closing Date. Notwithstanding the foregoing, Seller and Buyer agree that Seller will undertake at its sole cost and expense the undergrounding of the drainage area in the northwest part of the Property during the Due Diligence Period, which work shall be completed prior to the expiration of the original Due Diligence Period (the "Drainage Work").

**12. Representations of Seller.** Seller represents and warrants to Buyer that to the best of Seller's actual knowledge as of the date of this Agreement and without any duty to conduct additional investigation on Seller's part, that:

**12.1 Seller's Authority.**

a. **Authorized Signatory.** The person executing this Agreement on behalf of Seller is duly authorized to do so and thereby bind Seller hereto. Within 20 days of the Escrow Date, Seller shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said person's authority to sign on behalf of and bind Buyer to this Agreement and all closing documents.

b. **Municipal Organization.** Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Buyer to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Buyer have been duly and validly authorized, and upon execution and delivery by Buyer will constitute the valid and binding obligations of Buyer in accordance with their terms.

c. **Binding Agreement.** This Agreement and each of the documents and agreements to be delivered by the City at the closing constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

**12.2 Seller's Ownership.** Seller owns fee simple title to the Property. Seller has full authority to sell the Real Property pursuant to the terms of this Agreement. To Seller's knowledge, the Real Property is not subject to any unrecorded mortgages, liens, financing statements or encumbrances.

**13. Conditions to Buyer's Obligation to Close.** The obligation of Buyer to purchase the Real Property from Seller is conditioned upon and subject to the satisfaction (unless waived in writing by Buyer in Buyer's sole and absolute discretion) of each of the following conditions on or before the Closing Date:

**13.1 Warranties True.** The representations and warranties of Seller in this Agreement shall be true and correct in all respects on and as of the Escrow Date and on and as of the Closing Date as if made on and as of the Closing Date.

**13.2 Conditions Met.** Seller shall have performed and complied with all agreements and conditions contained herein required to be performed or complied with by it prior to or at the Closing Date.

**13.3 Documents in Escrow.** Seller shall have deposited in Escrow or delivered to Buyer the documents required of Seller pursuant to this Agreement.

**13.4 Title Commitment.** Escrow Agent (or its title insurance affiliate, if appropriate) shall have committed to issue to Buyer at or promptly after the Closing the title insurance policy required under this Agreement.

If any of the conditions described in this Section 13 are not satisfied, Buyer, at its election, (a) may cancel this Agreement by notice to Seller and Escrow Agent, whereupon this Agreement and the Escrow shall automatically terminate and neither party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise, or (b) may waive Seller's compliance with the condition and close Escrow subject thereto.

**13.5 Development Agreement.** The Buyer and Seller shall have entered into a mutually acceptable "development agreement" with respect to the Project.

**13.6 Permits.** The Buyer has obtained all permits and approvals for the Project.

**14. Representations of Buyer.** Buyer represents and warrants to, and covenants with, Seller that:

**14.1 Authorized Signatory.** The person executing this Agreement on behalf of Buyer is duly authorized to do so and thereby bind Buyer hereto. Within 20 days of the Escrow Date, Buyer shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said person's authority to sign on behalf of and bind Buyer to this Agreement and all closing documents.

**14.2 Organization.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Buyer to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Buyer have been duly and validly authorized, and upon execution and delivery by Buyer will constitute the valid and binding obligations of Buyer in accordance with their terms.

**15. Conditions to Seller's Obligation to Close.** The obligation of Seller to sell the Real Property to Buyer pursuant hereto is conditioned upon and subject to the satisfaction (unless waived in writing by Seller) of each of the following conditions on or before the Closing Date.

**15.1 Warranties True.** The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the opening of Escrow and on and as of the Closing Date as if made on and as of the date of the Closing Date.

**15.2 Performance Complete.** Buyer shall have substantially performed fully and complied with all material agreements and conditions herein required to be performed or complied with by it prior to or at the Closing Date.

If the conditions described in this Section 15 are not satisfied, Seller, at its election, (a) may cancel this Agreement by notice to Buyer and Escrow Agent, whereupon this Agreement and the Escrow shall automatically terminate and neither party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise, or (b) may waive Buyer's compliance with the condition and close Escrow subject thereto.

**16. Seller's Remedies.** Except as otherwise expressly provided in this Agreement, if Buyer defaults under this Agreement, Seller's sole and exclusive right and remedy shall be to terminate this Agreement by written notice to Buyer and Escrow Agent, at which point, if applicable, Escrow Agent shall deliver to Buyer the Earnest Money Deposit. Neither party shall thereafter have any further obligations or liability to the other except as herein expressly provided for otherwise. Seller waives any claim it may have for incidental or consequential damages arising out of a failure of performance of the Buyer under this Agreement.

**17. Buyer's Remedies.** If the escrow hereunder fails to close because of a breach by the Seller, Buyer shall have right to terminate this Agreement by written notice to Seller and Escrow Agent, at which point Escrow Agent shall return the Earnest Money Deposit to Buyer and make a claim against Seller for Buyer's reasonable costs and expenses in connection with this transaction or Buyer may waive such breach by Seller and close. Buyer waives any claim it may have for incidental or consequential damages arising out of a failure of performance of the Seller under this Agreement. Seller shall not be responsible for any of Buyer's expected profits, tax incentives, or other tangible or intangible benefits from development which may have occurred upon Closing and later development of the Real Property.

**18. Breach; Cure.** Failure or unreasonable delay by the Seller or Buyer to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within five (5) days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than five (5) days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said five-day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall extend beyond the Closing Date, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (a) specifically enforce any term or provision of this Agreement, (b) terminate this Agreement or (c) institute an action for damages.

**19. Operation of Real Property until the Closing.** Except for the Drainage Work after the Escrow Date, and prior to the Closing Date and delivery of possession of the Real Property to Buyer, Seller shall not make or cause to be made any repairs and replacements with respect to any part or portion of the Real Property but shall continue to maintain and operate the Real Property in the normal manner to keep the Real Property in its condition as of the Escrow Date, ordinary wear and tear excepted except as provided in Section 11.

**20. Eminent Domain.** In the event that, prior to the Closing Date, any of the Real Property is taken by the power of condemnation or eminent domain, or in the event notice is given by any governmental authority of, or an action is commenced with respect to, the taking of any part of the Real Property by the power of condemnation or eminent domain, Seller shall give immediate written notice thereof to Buyer. Buyer may, in its sole discretion and within 20 days after receipt of such notice from Seller or prior to the Closing Date, whichever period is shorter, elect to terminate this Agreement by written notice of such election to Seller and Escrow Agent. In the event Buyer elects to cancel this Agreement, neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise. If Buyer does not elect to so cancel this Agreement, all condemnation awards relating to the Real Property and rights thereto are hereby assigned to Buyer and shall be paid to Buyer.

**21. Risk of Loss.** Prior to the Closing Date, the risk of loss resulting from any cause, including, without limitation, fire or other casualty, to the improvements or any property, real or personal, subject to this Agreement shall be that of Seller. Seller shall keep the Real Property insured against casualty until the Closing under its existing insurance policies or replacement policies with the same coverage existing as of the Escrow Date. If, at any time prior to the Closing, the improvements on the Real Property are destroyed or materially damaged, Buyer may elect (a) to terminate this Agreement whereupon neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise or (b) to close Escrow, in which event all insurance proceeds from Seller's insurance are hereby assigned to Buyer and shall be paid to Buyer within ten days of a demand therefore.

**22. General Provisions.**

**22.1 Cooperation.** The Buyer and the Seller hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement, including without limitation the obtaining of all necessary permits and approvals related to the construction of the Project.

**22.2 Time of Essence.** Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

**22.3 Conflict of Interest.** Pursuant to Arizona law, rules and regulations, no member, official or employee of the Buyer shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the

interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

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

If to Seller: City of Tolleson, Arizona  
9055 West Van Buren Street  
Tolleson, Arizona 85353  
Attn: Jason Earp, Development Services Director  
Email: [Jason.Earp@tolleson.az.gov](mailto:Jason.Earp@tolleson.az.gov)

With a copy to: Pierce Coleman PLLC  
17851 North 85<sup>th</sup> Street, Suite 175  
Scottsdale, Arizona 85255  
Attn: Justin Pierce City Attorney  
Email: [Justin@PierceColeman.com](mailto:Justin@PierceColeman.com)

If to Buyer: Schulte Real Estate Management Corp.  
With a copy to: 1 Riverway, Suite 1900  
Houston, Texas 77056-1951  
Attn: Matthias Schruff, President  
Email: [msh@schultein.com](mailto:msh@schultein.com)

With a copy to: Steven R. Smith  
c/o Thompson Coburn LLP  
2100 Ross Avenue, Suite 3200  
Dallas, Texas 75201  
Email: [srsmith@thompsoncoburn.com](mailto:srsmith@thompsoncoburn.com)

If to Escrow Agent: Pioneer Title Agency  
1550 East Missouri Avenue  
Phoenix, Arizona 85014  
Attn: Jennifer Siverio, Senior Comm. Escrow Officer  
Email: [jennifer.siverio@pioneertitleagency.com](mailto:jennifer.siverio@pioneertitleagency.com)

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver

on the following business day, or (d) when received by facsimile/email transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

## **22.5 Counsel Assistance; Fair Interpretation.**

a. **Counsel for Seller.** The Seller has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation despite a recommendation from the Buyer that the Seller seek advice from legal counsel.

b. **Counsel for Buyer.** The Buyer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

c. **Fair Interpretation.** This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

**22.6 Governing Law; Venue.** This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

**22.7 Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

## **22.8 Assignment and Encumbrances**

Prior to Closing, Buyer will have the right to assign its rights under the Purchase Agreement to one or more entities which are affiliates of Buyer. Until and unless such an assignment of this Agreement is made, none of such entities will have any liability thereunder. Upon such assignment such entities shall assume all of Buyer's obligations under this Agreement and Buyer shall be released from any obligations occurring thereafter (unless Buyer violates confidentiality provisions in this Letter). Buyer shall remain obligated for its actions or omissions under this Agreement arising prior to the assignment, such as by example and not limitation, for damage or liability arising related to inspections or entries on the Property by Buyer or its agents, contractors, affiliates, or employees or breach of confidentiality obligations by Buyer.

a. **Prior Approval Required.** Except any assignment to a lender, Buyer shall not assign this Agreement or any interest therein without obtaining Seller's prior written approval.

b. **Certain Permitted Assignments.** The Seller grants permission to the Buyer to assign its interest in portions of this Agreement to subsidiaries or affiliates of the Buyer.

**22.9 Waiver of Right to Trial By Jury.** The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit any such litigation to the Court (bench trial) and that the parties agree that this Agreement shall be deemed to have been created in Maricopa County, Arizona, and to be subject to the jurisdiction of the Maricopa County Superior Court, and that any claims to alternative jurisdiction based on diversity of citizenship, corporate location, etc. are waived by the Parties pursuant to this Agreement.

**22.10 Warranty Against Payment of Consideration for Agreement.** Buyer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys and any licensed real estate broker retained by Buyer.

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

**22.12 Indemnity.** Each of the parties shall indemnify, protect, defend and hold harmless the other from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) arising from any breach by such party of any of the representations and warranties contained herein.

**22.13 Waiver of Attorneys' Fees.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.

**22.14 Limited Severability.** The Buyer and the Seller each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph,

section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the Seller or Buyer to do any act in violation of any applicable laws, constitutional provision, law, regulation or Tolleson City Charter or Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed. Notwithstanding the foregoing, the requirements of Sections 12.5 and 14.3 are deemed necessary for this Agreement and the parties hereby agree that this Agreement shall terminate if a development agreement is not approved by the parties prior to Closing.

**22.15 Exhibits.** All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

**22.16 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

**22.17 No Partnership; Third Parties.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Seller and the Buyer. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

**22.18 Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

**22.19 Headings; Counterparts.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

**22.20 Force Majeure.** The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, extreme changes in

market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

**22.21 Computation of Time.** In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day, which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Tolleson, Arizona) on the last day of the applicable time period provided herein.

**22.22 Amendment.** No change or addition is to be made to this Agreement except by a written amendment executed by the Parties hereto. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Maricopa County Recorder’s Office.

**22.23 Countersigned.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**22.24 Commission.** Buyer agrees to pay David Guido, NAI, a commission for the land sale, per separate agreement. Seller represents that it has not engaged a broker, and no commission is due by Seller.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

**“SELLER”**

**CITY OF TOLLESON**, an Arizona municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Crystal Zamora, City Clerk

\_\_\_\_\_  
Justin Pierce, City Attorney

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE.]

**“BUYER”**

**SCHULTE REAL ESTATE MANAGEMENT CORP.,**  
a Delaware corporation

By: \_\_\_\_\_  
Matthias Schruff, President

**ACCEPTED AND APPROVED:**

**PIONEER TITLE AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A  
TO  
PURCHASE AND SALE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
SCHULTE REAL ESTATE MANAGEMENT CORP.**

[Legal Description]

Lot 1, of La Entrada, according to the plat of record in the office of the county recorder of Maricopa County, Arizona, recorded in Book 1050 of Maps, page 25.

[SEE ORIGINAL, RECORDED PLAT, FOLLOWING.]



**EXHIBIT B  
TO  
PURCHASE AND SALE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
SCHULTE REAL ESTATE MANAGEMENT CORP.**

[Special Warranty Deed]

See following pages.

When Recorded Return to:  
Schulte Real Estate Management Corp.  
1 Riverway, Suite 1900  
Houston, Texas 77056-1951  
Attn: Matthias Schruoff, President

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

### SPECIAL WARRANTY DEED

For valuable considerations, the City of Tolleson, an Arizona municipal corporation, located at 102 East Third Street, Tolleson, Arizona 86047 (“Grantor”), does hereby convey to Schulte Real Estate Management Corp., a Delaware corporation, (“Grantee”), the following real property situated in the County of Maricopa, State of Arizona, as described in **Exhibit A**.

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.

[SIGNATURES ON FOLLOWING PAGE.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**GRANTEE:  
CITY OF TOLLESON, ARIZONA,  
A municipal corporation**

By: DO NOT SIGN EXHIBIT  
**Reyes Medrano, Jr., City Manager**

**ACKNOWLEDGMENT**

STATE OF ARIZONA        )  
  ) ss  
County of Maricopa        )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned Notary Public, personally appeared Reyes Medrano, Jr., City Manager of the City of Tolleson, Arizona, a municipal corporation, 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.

DO NOT SIGN EXHIBIT  
Notary Public

My Commission Expires:

**GRANTEE:  
SCHULTE REAL ESTATE MANAGEMENT CORP.,  
a Delaware corporation**

By: DO NOT SIGN EXHIBIT  
**Matthias Schruff, President**

## **EXHIBIT A**

### Legal Description – Entire Parcel

Maricopa County Parcel No. 102-48-263

Lot 1, of La Entrada, according to the plat of record in the office of the county recorder of Maricopa County, Arizona, recorded in Book 1050 of Maps, page 25.

**EXHIBIT C  
TO  
PURCHASE AND SALE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND  
SCHULTE REAL ESTATE MANAGEMENT CORP.**

[Due Diligence Items]

See following pages.

# City of Tolleson City-Owned Properties Overview

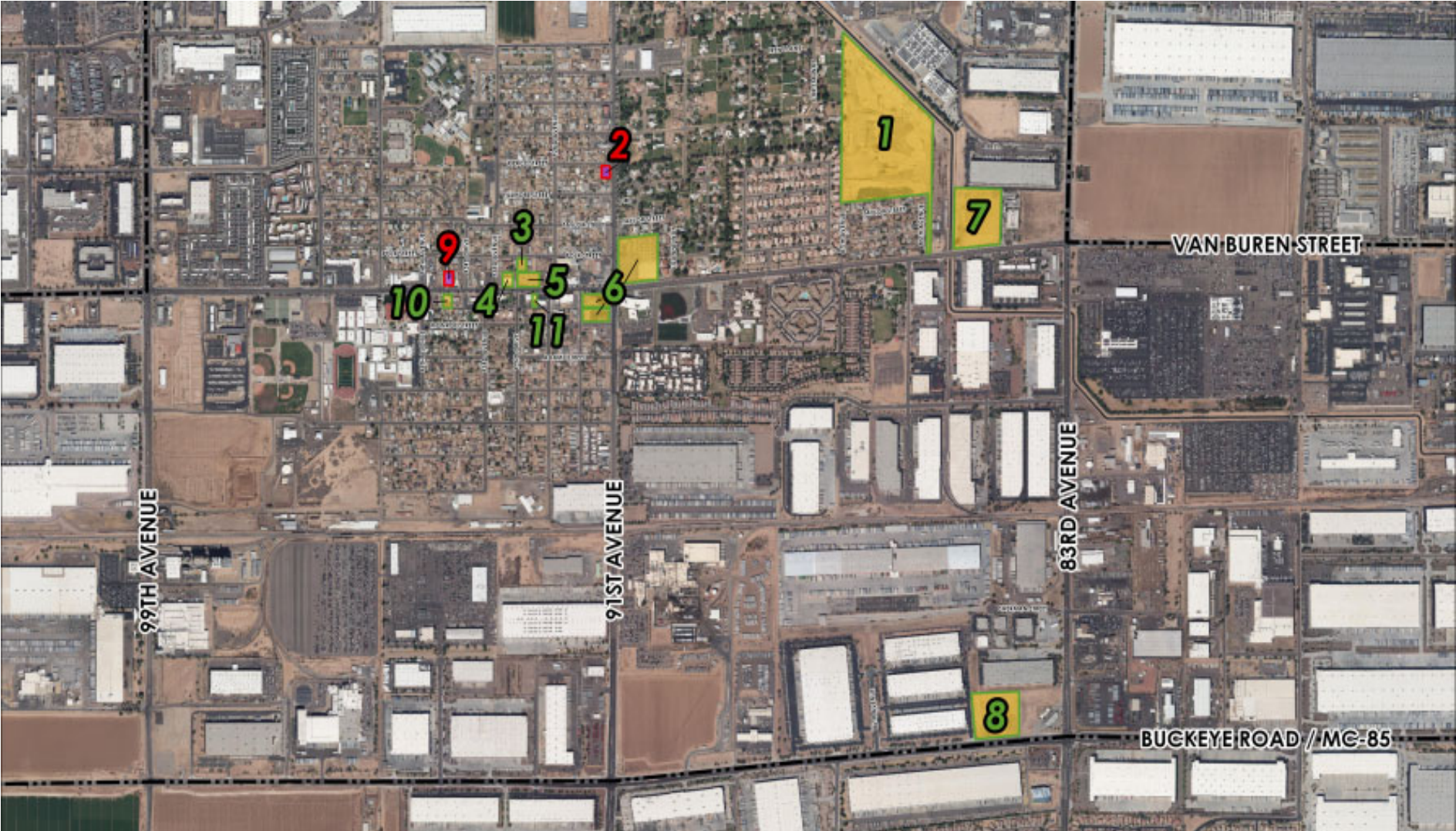




## Purpose of Presentation

- 
- Overview of key City-owned properties
    - Discuss current status
    - Identify development opportunities
    - Receive Council direction

# OVERVIEW



## CITY-OWNED PARCEL OVERVIEW

- Legend**
- City Limits
  - City-Owned Property
  - Pending City Acquisition



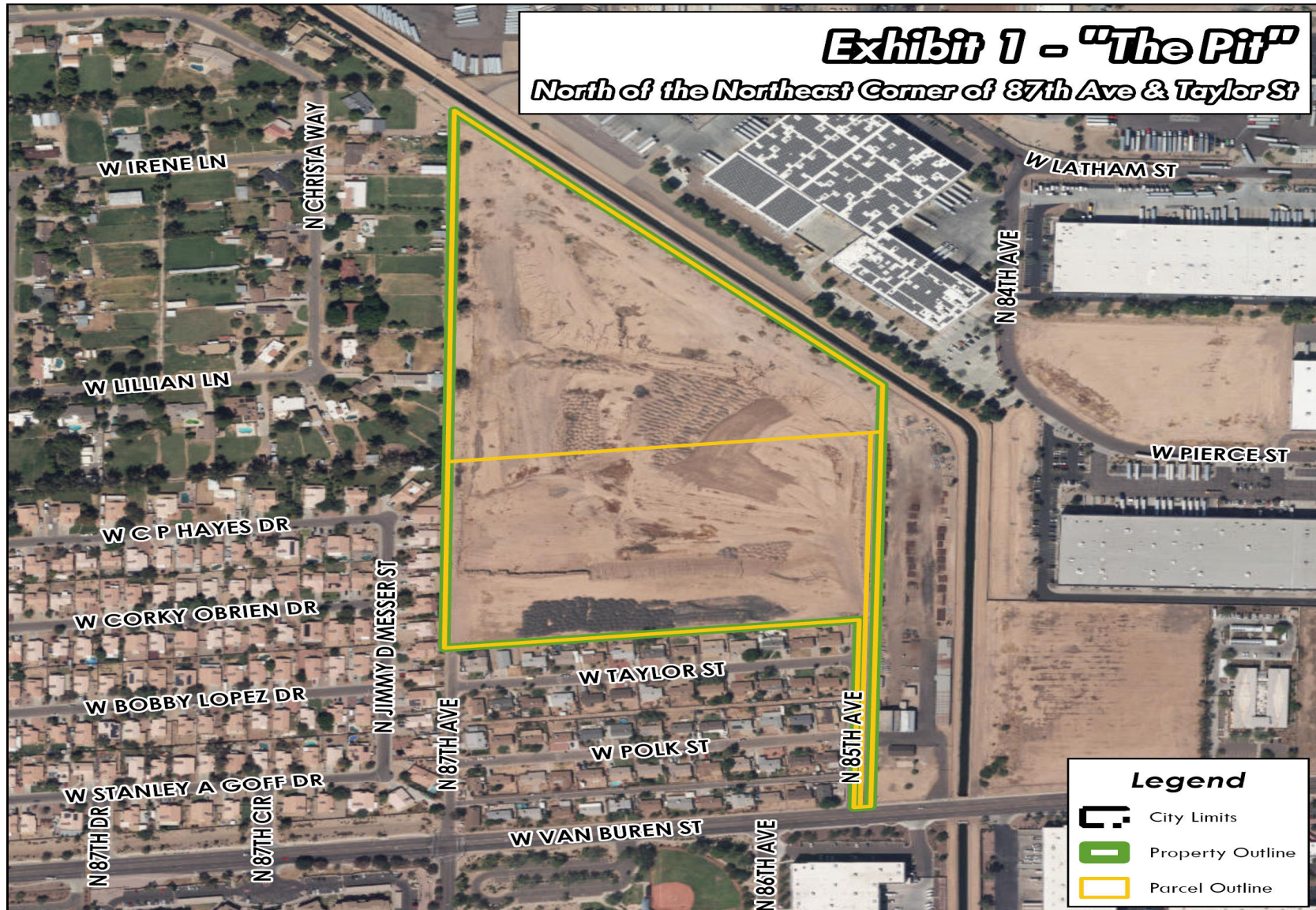
Map Prepared on 2/23/2024  
By: Paul J. Taylor  
Community Services Director

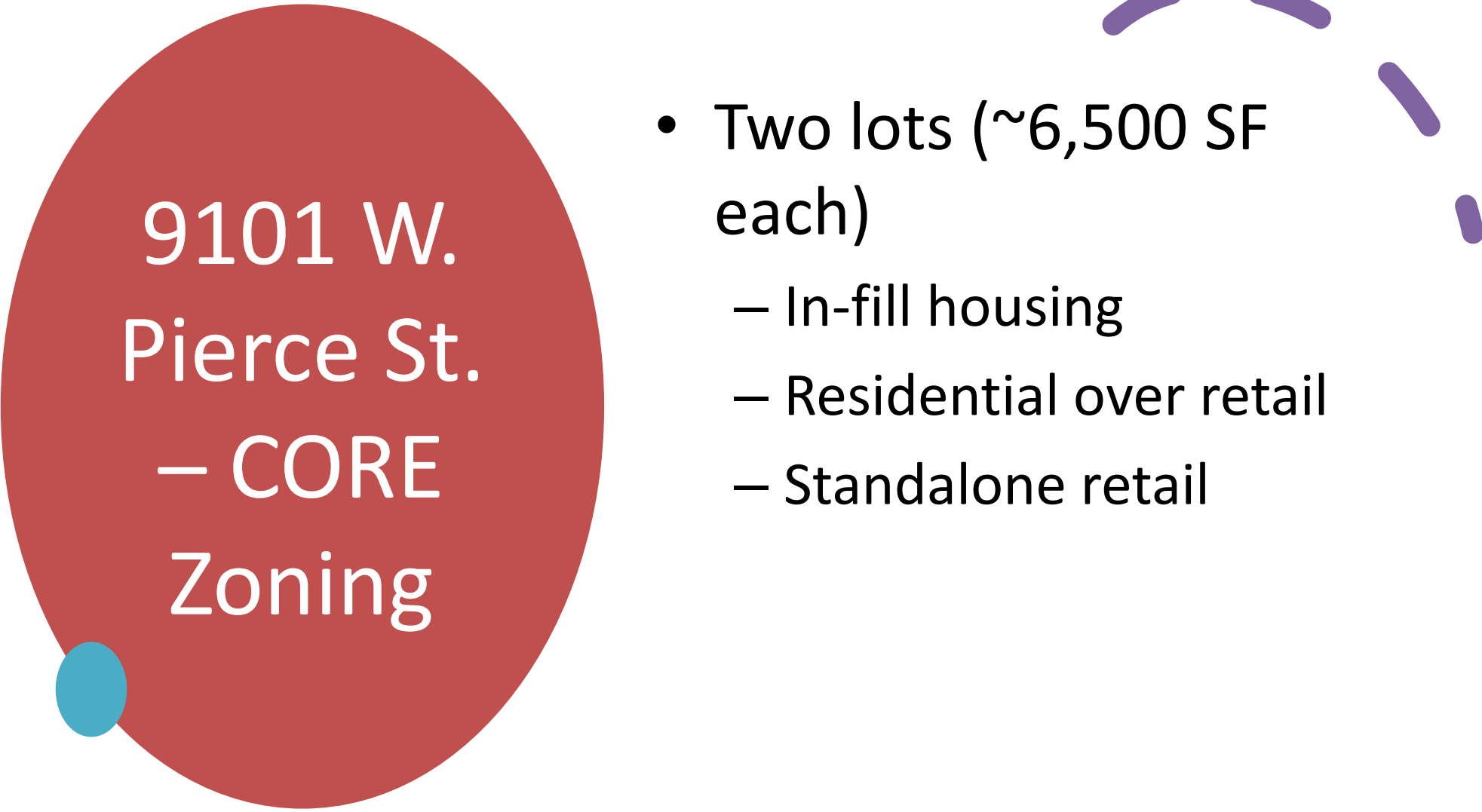


"The Pit" –  
Approx. 30  
Acres

- Undeveloped property
  - Build-to-rent or lease-to-own housing
  - For-sale residential (market driven)
  - Public park / recreation

# The "Pit"



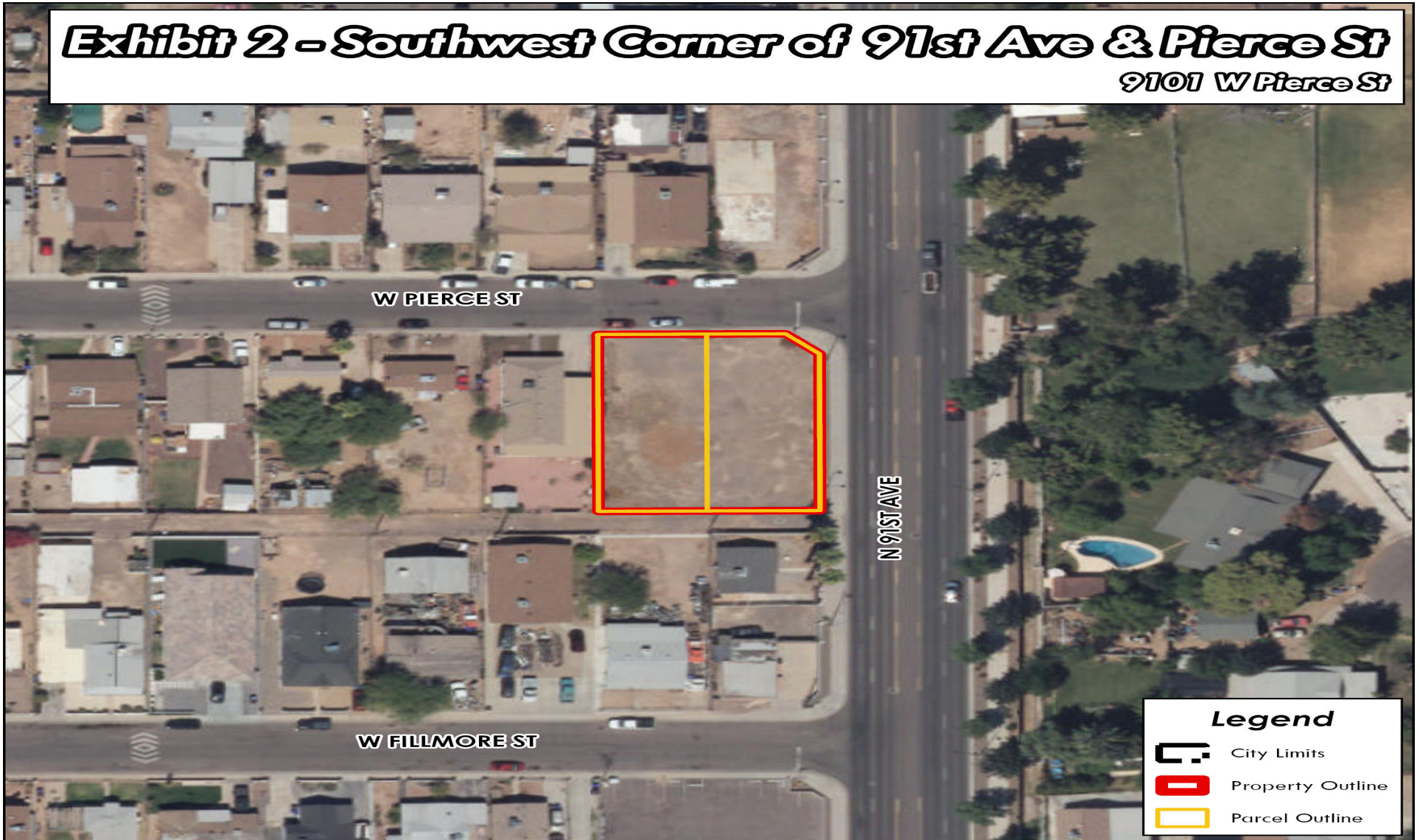


9101 W.  
Pierce St.  
– CORE  
Zoning

- Two lots (~6,500 SF each)
  - In-fill housing
  - Residential over retail
  - Standalone retail

# 9101 W. Pierce St.

**Exhibit 2 - Southwest Corner of 91st Ave & Pierce St**  
9101 W Pierce St

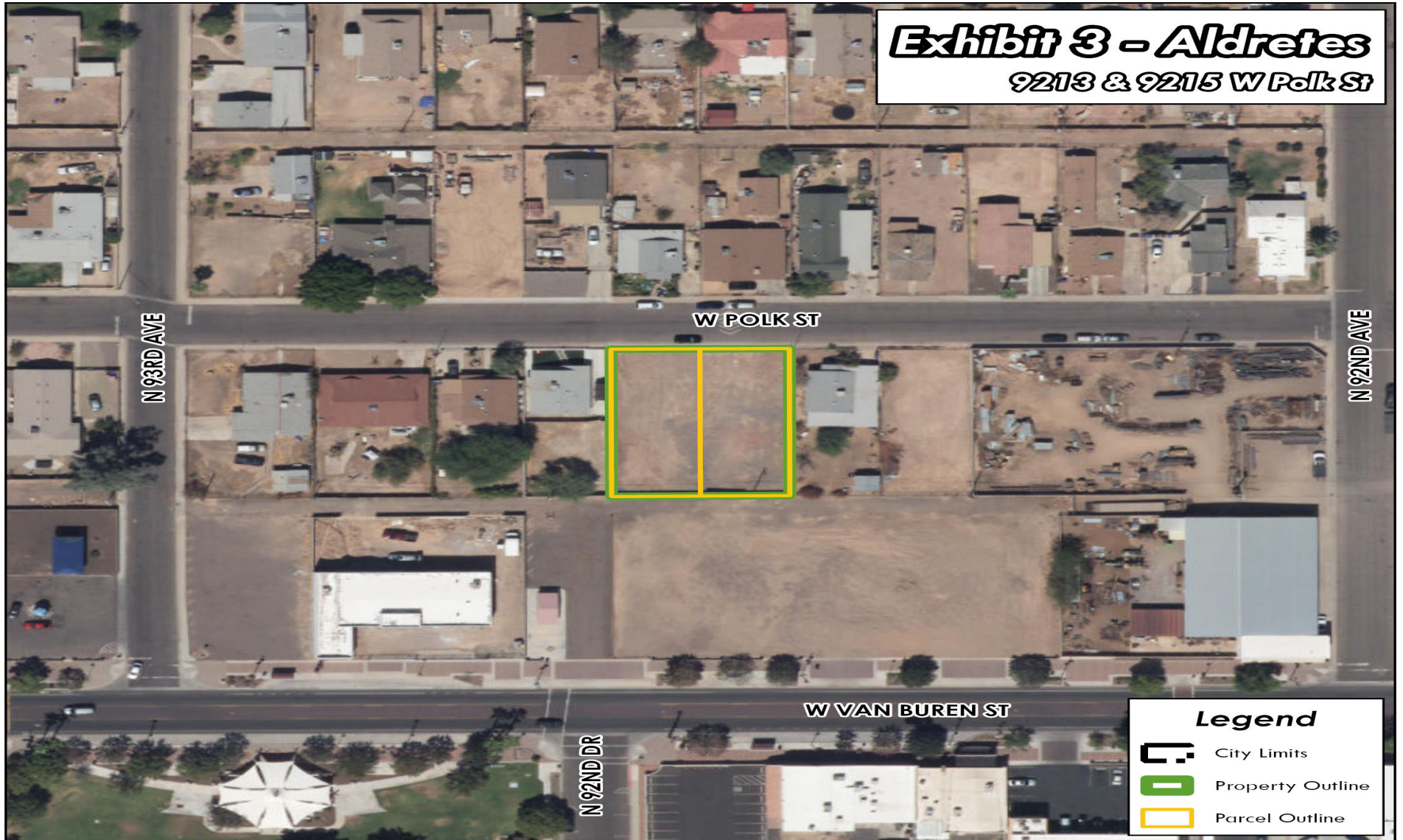




9213 &  
9215 W.  
Polk St.

- Two lots (~6,800 SF each)
  - Moving toward in-fill housing
  - Small-lot single family or duplex

# 9213 & 9215 W. Polk St.

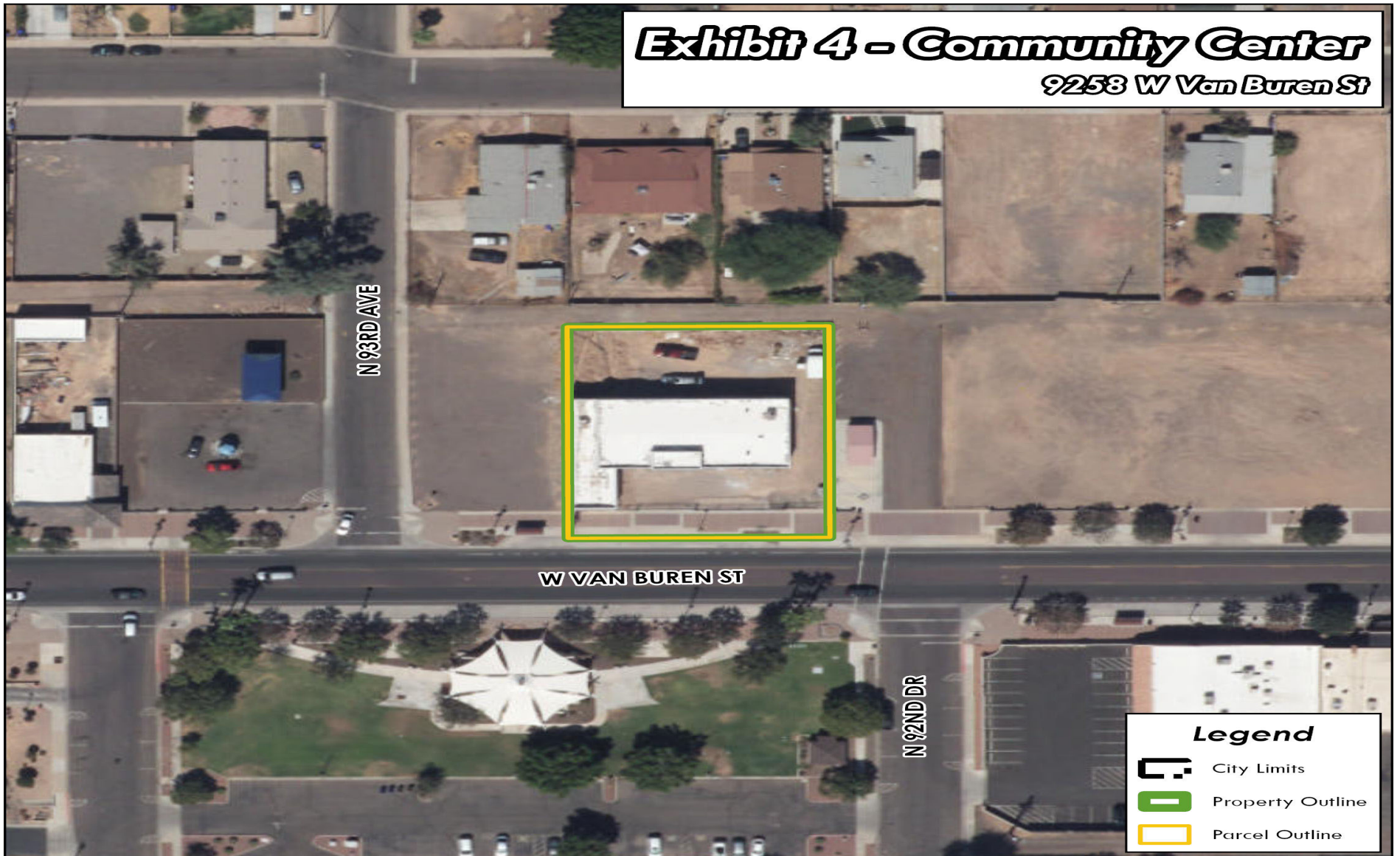


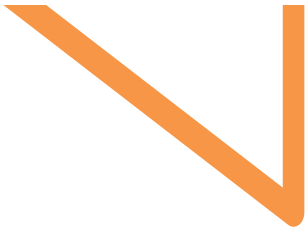



9258 W. Van  
Buren St.  
Tolleson  
Community/Event  
Center

- 8,415 SF facility
  - City and community events
  - Meeting space and regional events
  - Potential expanded programming & rentals

# Community Center

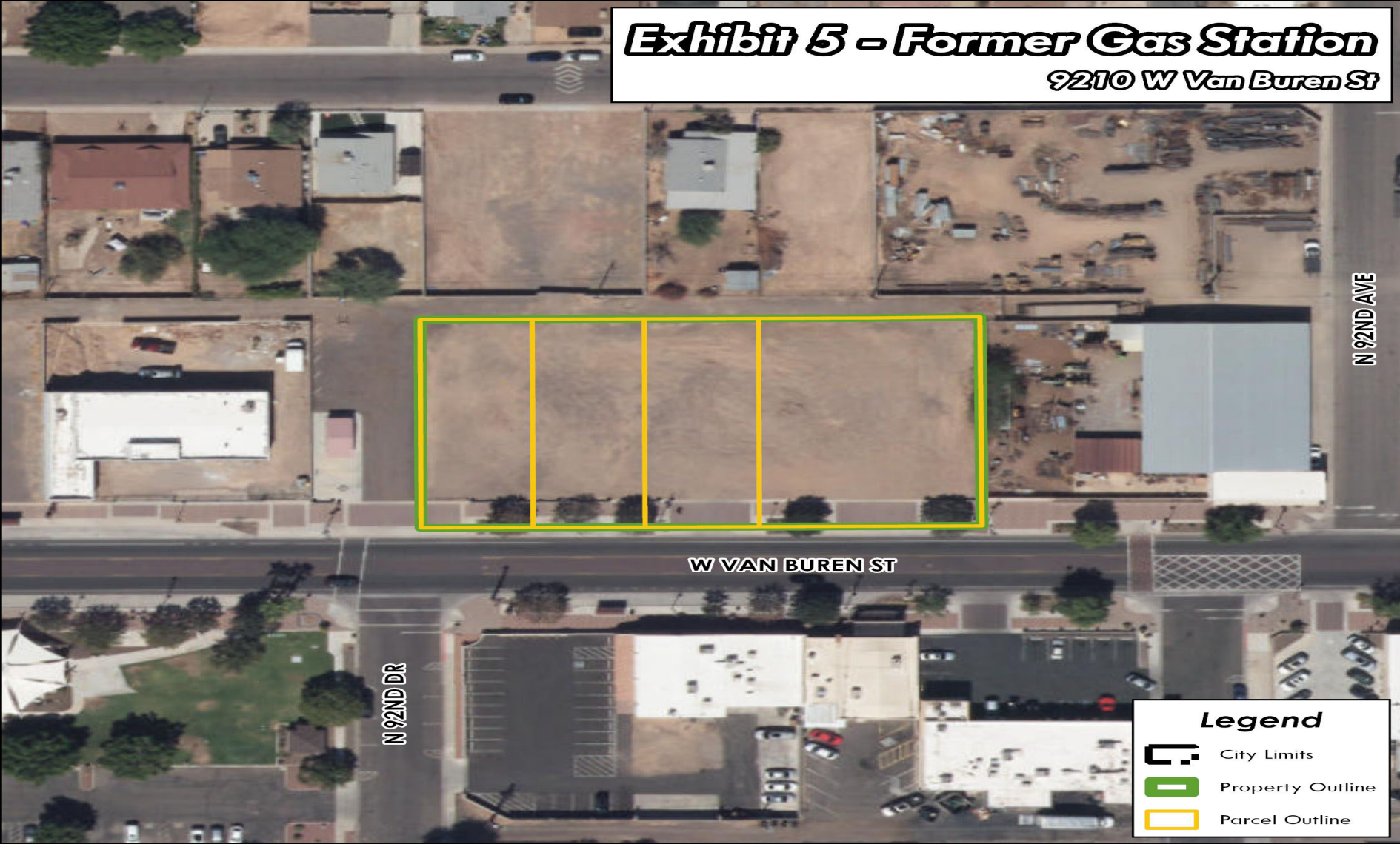




Old Gas  
Station –  
Van Buren  
St.

- Currently in design phase
  - Future public parking lot
  - Supports downtown businesses

# 9210 W. Van Buren St.

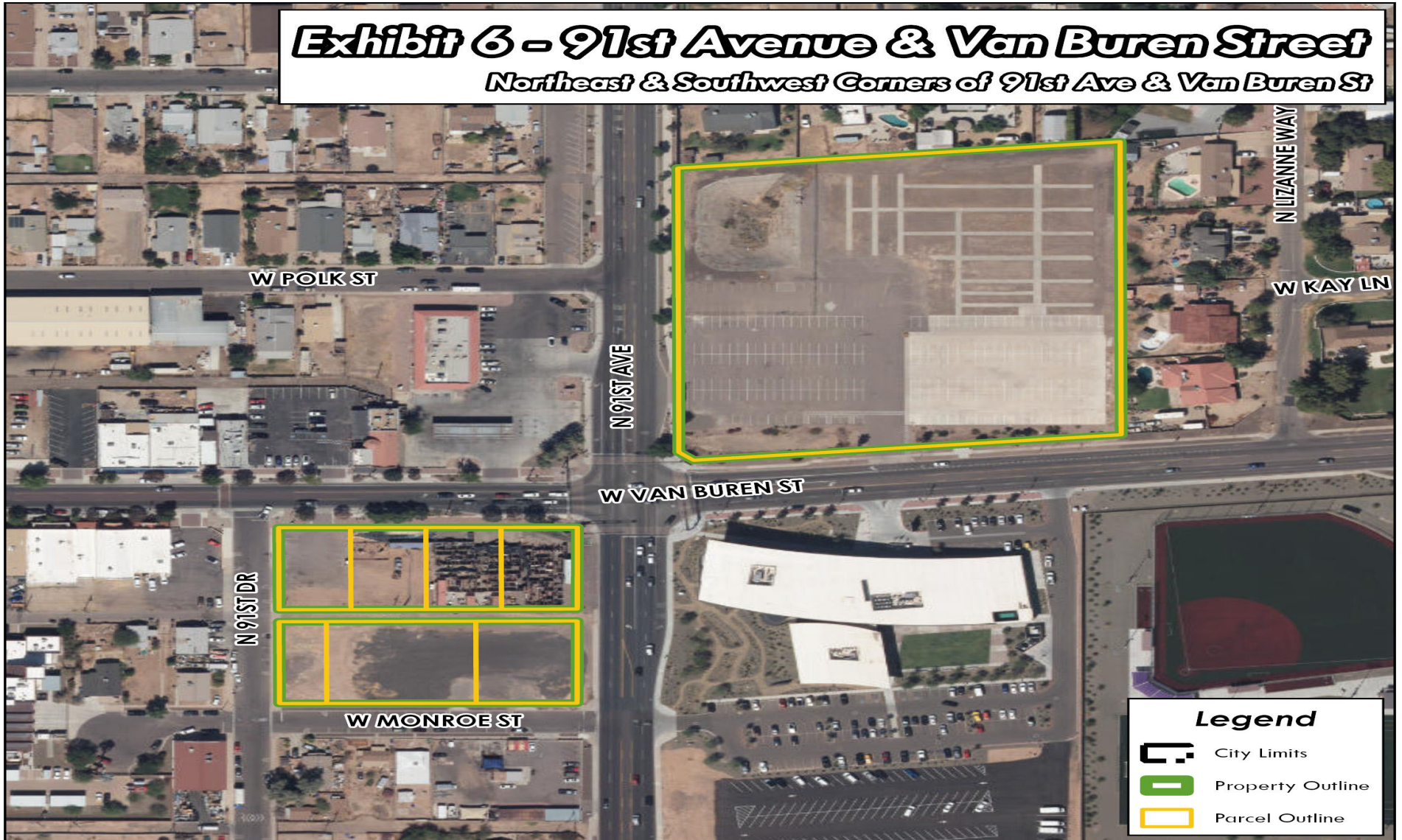




91st Ave  
& Van  
Buren St.  
– NE &  
SW  
Corners

- NE Corner (5 acres, CORE): Grocery development in progress
  - SW Corner (2 acres): Retail or mixed-use to follow
  - Goal: Establish commercial hub

# NE & SW Corners of 91<sup>st</sup> Ave & Van Buren St.





Aquatic  
Center Site  
– 7 Acres

- Aquatic facility development
  - Includes future retail shell building
  - Family destination & community anchor

# Aquatic Center Site



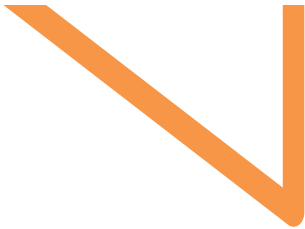



83rd Ave  
&  
Buckeye  
Rd. – 6  
Acres (I-  
1)

- Retail frontage + light industrial rear concept
- Attract I-1 users (Potential e-commerce)
- All Retail (Market Driven)

# 83<sup>rd</sup> Ave & Buckeye Rd.

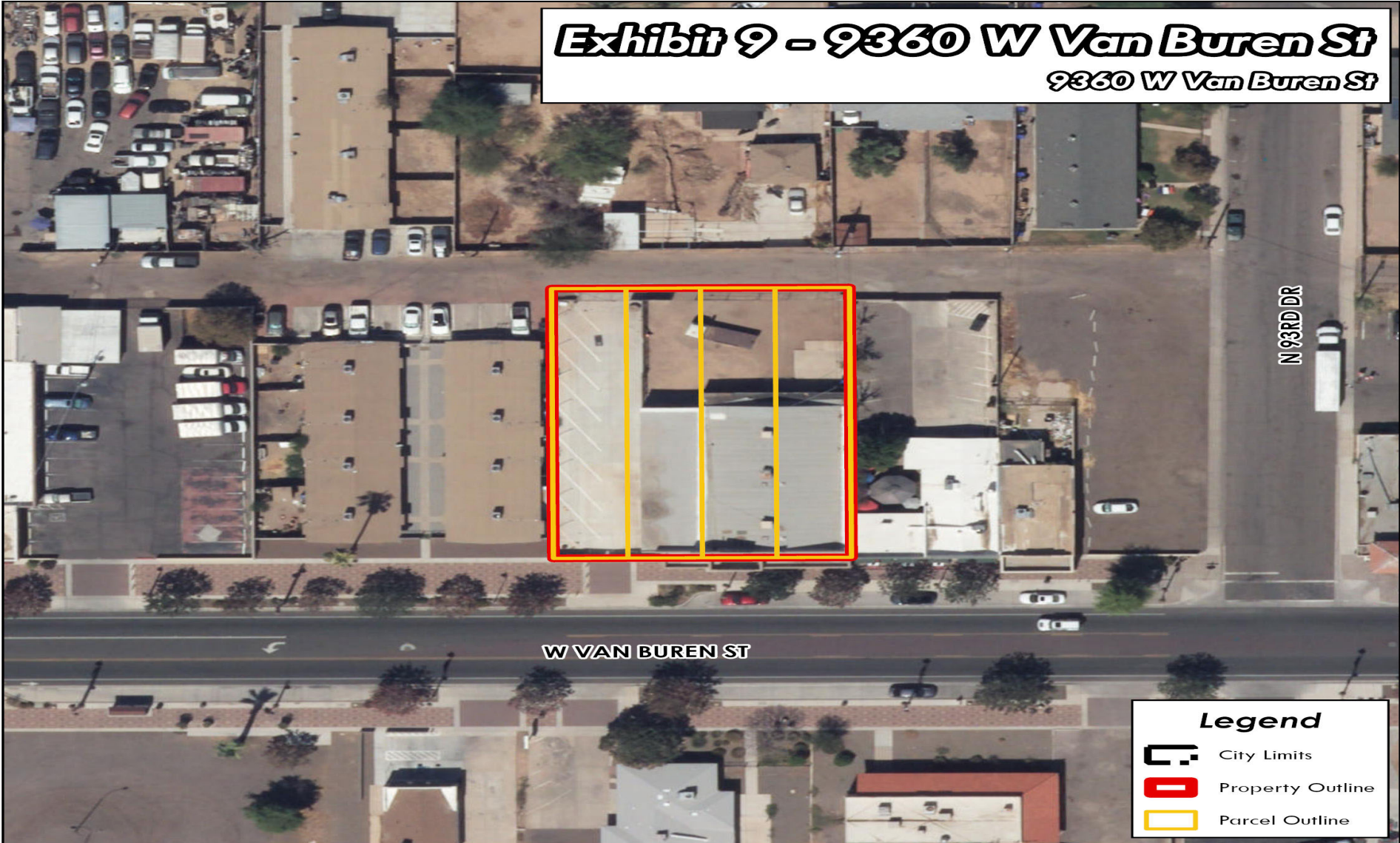




9360 W. Van  
Buren St.  
Former  
Saguaro  
Manufacturing

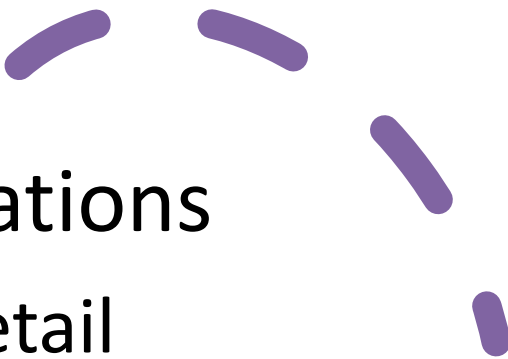
- Closing escrow next month
  - Retail redevelopment opportunity
  - Van Buren corridor revitalization

# 9360 W. Van Buren St.



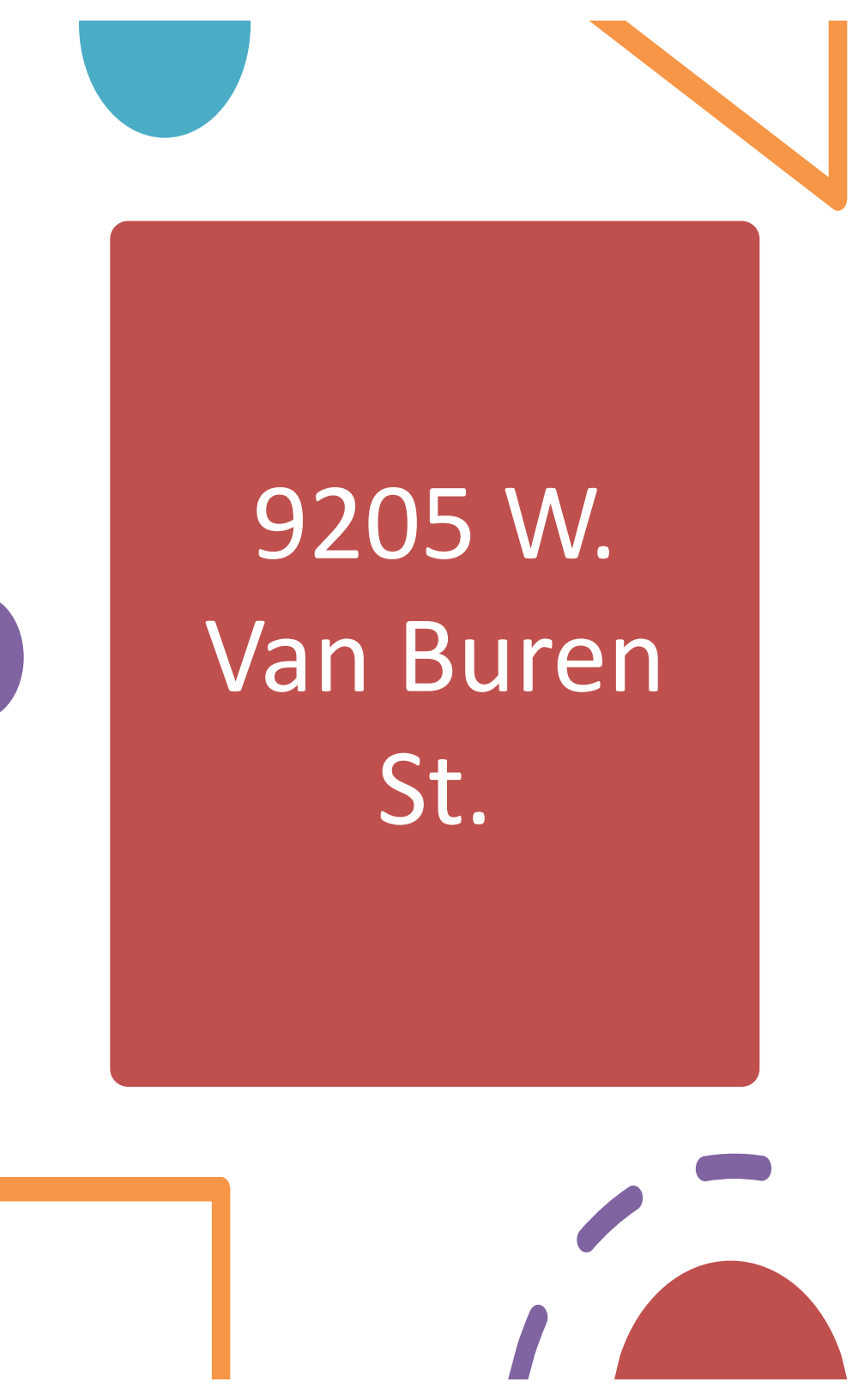


9353 W.  
Van  
Buren St.

- 
- Leased to Fixations
    - Additional retail tenant pending announcement
    - Strengthening retail presence

# 9353 W. Van Buren St.





9205 W.  
Van Buren  
St.

- Leased to Ahuevo Cafe
  - Tenant interested in expansion

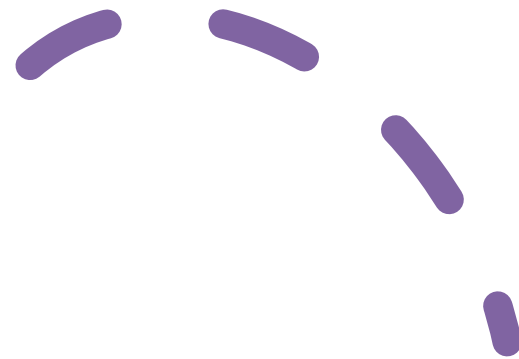
# Ahuevo Cafe

**Exhibit 11 - Ahuevo Cafe**  
9205 W Van Buren St





Questions?



# TOLLESON FIRE DEPARTMENT MONTHLY REPORT

2026

JANUARY

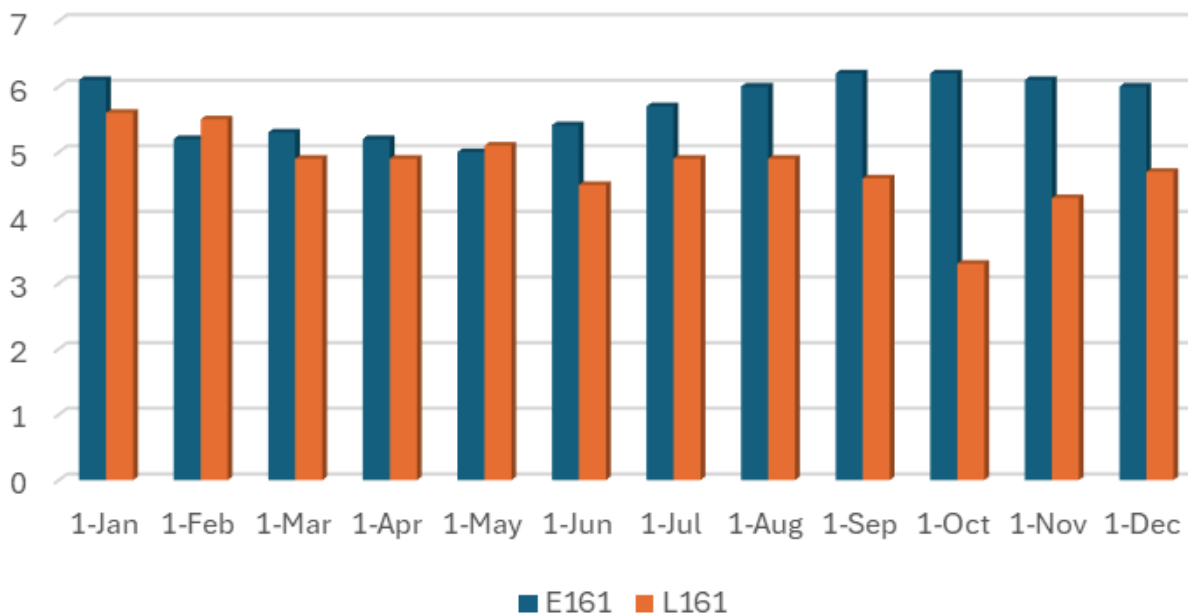


# OPERATIONS

## January Call Volume

For January, Engine 161 responded to 155 calls, averaging 5.2 calls per day. Ladder/LT161 responded to a combined total of 155 calls as well, averaging 5.2 calls per day. On days when adequate staffing could not be secured, a 2–3-person Low Acuity (LA) Unit was placed into service. The LA Unit is designed to manage lower-acuity incidents within the City of Tolleson, ensuring Engine 161 remains available for higher-priority emergencies when full ladder staffing is not achievable. The LA Unit was not staffed during the month of January.

### Avg Calls per Day 2025



# OPERATIONS

## Personnel (as of 01/30/2026)

### FTEs

- Firefighters – 13 / 2 vacant
  - Firefighter Recruit started academy 01/05/2026
  - Captain Todd Candelaria retired effective 01/26/2026
- Engineers – 6 / 1 vacant
- Captains – 6 / 0 vacant
  - Engineer Sean Lucas promoted to Captain 01/26/2026
- Battalion Chiefs – 3 / 0 vacant
  - New Battalion Chief Will Burner started 01/26/2026

- New Scott X3Pro SCBA units, approved by Council as capital purchases, are now in service. All personnel completed several hours of hands-on training and were tested on all aspects of the equipment before being placed on the apparatus.



# OPERATIONS

- All ground ladders and fire hose completed annual required testing. Approximately 200 feet of hose was removed from service due to a liner failure, with the remaining hose passing inspection.
- Firefighter Marcial Egurrola graduated from Buckeye's weeklong Acting Captain's Academy.
- All Battalion Chiefs and Deputy Chief Garrison attended Phoenix Fire's Chief Officer training focused on mid-rise operations.
- Ladder 161 provided coverage for Glendale Fire Station 157 during the funeral services for Captain Kevin Thompson, a line-of-duty death after a lengthy battle with cancer. Tolleson was one of 11 automatic-aid partner cities that assisted in ensuring uninterrupted emergency response coverage for the City of Glendale.
- Crews attended the ribbon-cutting for Cafecito Coffee House
- The department hosted a retirement gathering for Captain Todd Candelaria in recognition of his 30 years of service, which concluded on January 25.
- A story time event was held at the station in partnership with the Tolleson Library, where Battalion Chief Weaver read to children and provided a station tour.
- An informal in-house recognition was held for Sean Lucas on his promotion to Captain, with an official pinning ceremony planned for next month for Captain Lucas as well as Chief Burner.
- The hiring process for firefighter recruits is currently underway to fill two vacant positions.

# FIRE PREVENTION

- **Inspections: 12**

- **Fire and Special Hazard Incidents**

- Co2 Alarm 9101 McDowell Rd QT (Kitchen Demo)
- Fire Alarm 501 S 107<sup>th</sup> Ave Tyson Food (system upgrade)
- Fire 101 N. 91<sup>st</sup> Ave Dumpster (Fire no extensions)
- Fuel Spill 9101 W. McDowell (approx. 10-Gal spill)
- Haz Assignment Ammonia Alarm 8400 W. Sherman St. Costco
- Fire Alarm 605 N. 99<sup>th</sup> Ave Woodspring's Suites (Pull station)
- Alarm Low O2 790 S 75<sup>th</sup> Ave SK Foods High Carbon Dioxide low O2 sensor
- Fire Alarm Activation 7502 W. Washington St AutoZone (Smoke detector)
- Natural Gas Leak 9055 W. Van Buren St City Hall (pilot light)

- **Plans reviews, new builds & Hydrant Flow Tests**

- Fry's Expansion Project
- The Waverly 99th and Wolverine

- **Records request: 9**

- **Special Hazards**

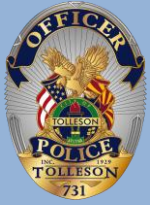
- 500 N 99th Ave (Tolleson Dairy Project)
- Spud Co
- Firework stands

# FIRE PREVENTION

- **Special Project**
  - (GIS) special hazards preplan project.
  - Safety Steering Committee
- **Training and Drills**
  - New Electronic Knox Box Program
- **Community Programs and Events**
  - Car seat checks: 2
  - Volunteer hours: 6

# FEBRUARY EVENTS

- **Advanced Extrication Training**
- **Electric Bus Training**
- **Tolleson Fire Cadet Monthly Meeting**
- **Ribbon Cutting Ceremony - Del Valle Jewelers**
- **Firefighter Recruit 1<sup>st</sup> Round Interviews & Combine**
- **3<sup>rd</sup> Fridays**
- **Tolleson Talks**



# Tolleson Police Department

## Monthly Report | January 2026



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# Mission, Values, and Staffing

## Mission of the Tolleson Police Department

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

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

Be Nice

Dedicated to Service

Committed to Teamwork

Pride in Everything We Do

Uncompromising Integrity

### **Fair & Equitable Practices**

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

Total Staffing Summary Current		
<b>Total Authorized Sworn</b>		<b>39</b>
Current Operating Sworn		30
Officers in FTO Training		2
Police Recruits		6
Vacancies		1
<b>Total Authorized Non-Sworn</b>		<b>27</b>
Current Operating Non-Sworn		26
<b>Total Authorized PD Positions</b>		<b>66</b>
Sworn Staffing by Assignment		
Assignment	Assigned	Assignment Vacancies
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	14	6
Investigations Detective	3	1
Community Action Team	1	1
Traffic Enforcement Officer	2	0
School Resource Officer	1	0
Civic Center Officer	1	0
Police Recruit	6	N/A
<b>Total</b>	<b>38</b>	<b>4</b>
Non-Sworn Staffing		
Assignment	Assigned	Assignment Vacancies
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	14	2
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
<b>Total</b>	<b>26</b>	<b>1</b>



## Persons, Property, and Society Crime Data

Persons Crimes					
Type	January		YTD		
	2025	2026	2025	2026	% Change
Homicide Incidents	0	1	0	1	+100.00%
Robbery Incidents	1	0	1	0	-100.00%
Sex Offense Incidents	3	0	3	0	-100.00%
Aggravated Assault Incidents	3	4	3	4	+33.33%
Simple Assault Incidents	9	5	9	5	-44.44%

Property Crimes					
Type	January		YTD		
	2025	2026	2025	2026	% Change
Burglary/Breaking & Entering Incidents	2	1	2	1	-50.00%
Vehicle Trespass & TFMV Incidents	3	2	3	2	-33.33%
Stolen Vehicles	6	2	6	2	-66.67%
Recovered Stolen Vehicles	<b>7</b>	<b>10</b>	<b>7</b>	<b>10</b>	+42.86%
- Recovered Tolleson	2	0	2	0	-100.00%
- Recovered Other	5	10	5	10	+100.00%
Shoplifting Incidents	31	45	31	45	+45.61%
All Other Theft Incidents	15	9	15	9	-40.00%

Society Crimes					
Type	January		YTD		
	2025	2026	2025	2026	% Change
Drug/Narcotic Incidents	12	9	12	9	-25.00%
Weapons Incidents	8	0	8	0	-100.00%

# Crash Data

Motor Vehicle Crashes					
Crash Type	January		YTD		
	2025	2026	2025	2026	% Change
Fatal	0	0	0	0	0.00%
Injury	10	10	10	10	0.00%
Non-injury	29	21	29	21	-27.59%
Unknown	0	0	0	0	0.00%
<b>Total</b>	<b>39</b>	<b>31</b>	<b>39</b>	<b>31</b>	<b>-20.51%</b>

Pedestrian / Bicycle Involved Crashes					
	January		YTD		
	2025	2026	2025	2026	% Change
Pedestrian	1	0	1	0	-100.00%
Bicycle	0	0	0	0	0.00%

# Traffic Safety Data

Traffic Safety Metrics					
	January		YTD		
	2025	2026	2025	2026	% Change
Traffic Stops	275	230	275	230	-16.36%
DUI Arrests Felony and Misdemeanor	10	4	10	4	-60.00%
Speed Citations	54	37	54	37	-31.48%





# Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

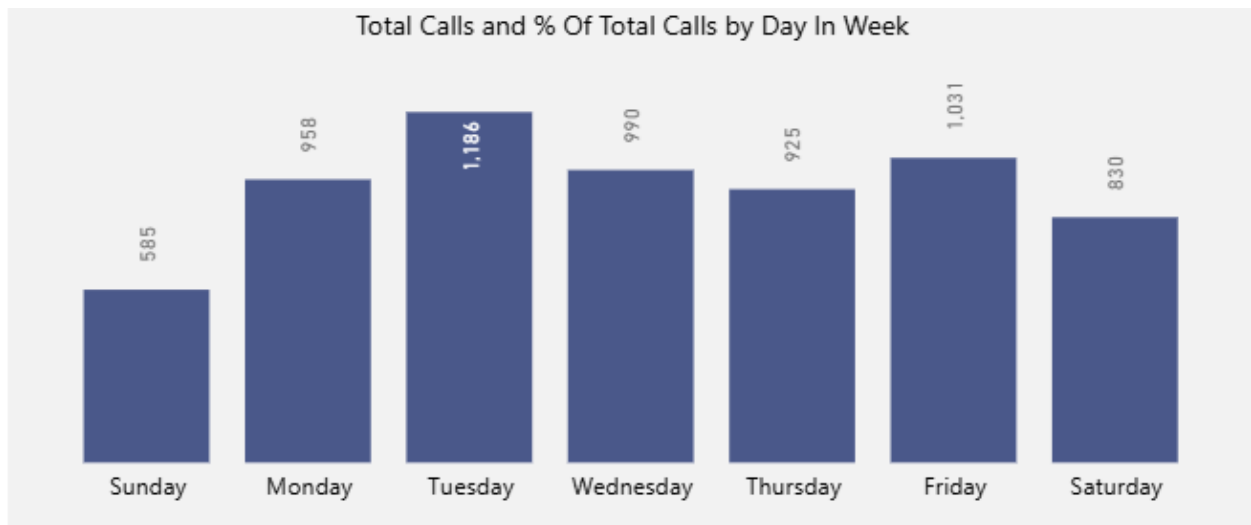
- Total calls processed by Tolleson Police Communications in January 2026: **6505**
- Calls transferred to Phoenix Fire Dispatch System: **360**
- Text to 911 Received – **7**

## NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **99.77%**
- Ninety-five (95%) of all peak hour 9-1-1 calls SHOULD be answered within twenty (20) seconds. **98.68%**

## RESPONSE TIMES

Response Time Averages		
Priority	2025	2026
1	2:43	3:50
2	6:15	6:25
3	9:14	7:56



### Dispatch Incident Distribution

Agency	January		YTD		
	2025	2026	2025	2026	% Change
Tolleson PD	1435	1307	1435	1307	-8.92%
El Mirage PD	2346	2577	2346	2577	+9.85%
Tohono O'odham PD	378	588	378	588	+55.56%
<b>Total</b>	<b>4159</b>	<b>4472</b>	<b>4159</b>	<b>4472</b>	<b>+7.53%</b>

### Top 5 Call Natures for Citizen Initiated Calls for Service – Tolleson PD Only – January 2026

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

### Special Circumstances Data

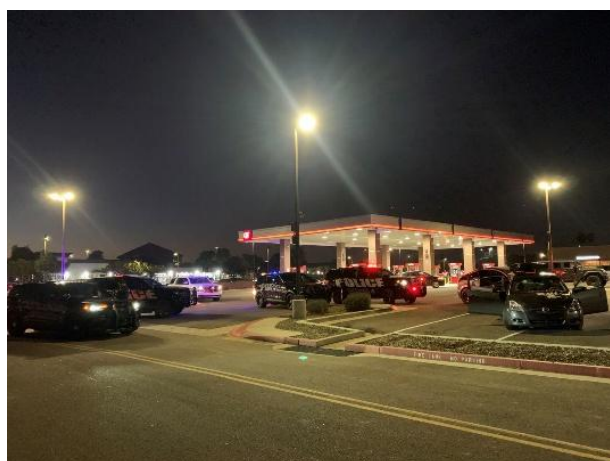
Time Stamp	January		YTD		
	2025	2026	2025	2026	% Change
Possible Drug/Alcohol Overdose	1	3	1	3	+200.00%
Narcan Deployments	1	3	1	3	+200.00%
Narcan Saves	1	3	1	3	+200.00%
Vagrancy Calls for Service	18	1	18	1	-94.44%

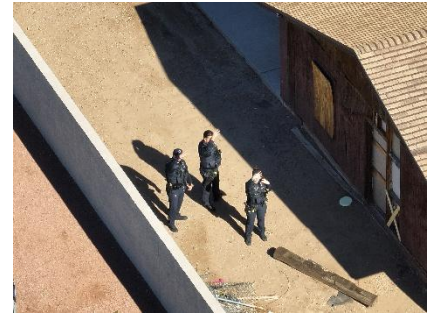
## Special Unit Activity

### CAT (Community Action Team)

Response Type	January		YTD		
	2025	2026	2025	2026	% Change
Cases Opened	N/A	0	N/A	0	N/A
Cases Closed	N/A	1	N/A	1	N/A
Arrests Made	N/A	1	N/A	1	N/A

- 1 Stolen Vehicle Recovered
- 1 Gram of Fentanyl Powder Seized
- Charges: Felony Unlawful Flight





### Drone Deployments / Mobile Field Force Deployments

Response Type	January		YTD		
	2025	2026	2025	2026	% Change
Drone Deployments	N/A	15	N/A	15	N/A
Mobile Field Force Deployments	N/A	1	N/A	1	N/A



### Police Assistant Activity (Civilian Staff)

Response Type	January		YTD		
	2025	2026	2025	2026	% Change
Code Enforcement	33	54	33	54	+63.64%
Animal Related Calls	44	71	44	71	+61.36%
Parking Violations	63	54	63	54	-14.29%
<b>Total</b>	<b>140</b>	<b>179</b>	<b>140</b>	<b>179</b>	<b>+27.86%</b>



# Congratulations!!!

The following police department employees were recognized for their years of service to the City of Tolleson on January 29, 2026. Each of these employees reached their milestone in 2025.

- Chief Rudy Mendoza – 25 Years of Service
- Assistant Chief Jeff Grow – 20 Years of Service
- Detective Gerardo Ruiz – 10 Years of Service
- Officer Jack Brand – 10 Years of Service
- Property and Evidence Technician Kaisa Clark – 10 Years of Service



# Upcoming Events

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- February 7 – Public Safety Day
- February 16 – Presidents Day (City Holiday)
- February 17 – Congresswoman Grijalva Visit to West Valley (Civic Center)
- February 18 – Senator Gallego Visit with West Valley Mayors (Civic Center)
- February 26 – Tolleson Talks – Restaurant Oaxaqueno Tierra del Sol

Data was retrieved from Tolleson PD CAD and RMS on February 4, 2026. RMS data only displays reports that are completed and approved unless otherwise noted.

