



CITY OF TOLLESON

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

**TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, MARCH 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. Tolleson Union High School Student of the Year Recognition for Tolleson Teen Council Member Emiliano De Anda Huerta – Principal Martin Perez
2. Proclamation honoring David Rousseau for his years of service and distinguished leadership with Salt River Project upon his retirement. A proud Tolleson High School alumnus and founding partner of Rousseau Farming Company in Tolleson, Mr. Rousseau has made lasting contributions to the West Valley community. – Diego Espinoza, SRP Government Relations Representative
3. Proclamation declaring March 2026 as Women's History Month in the City of Tolleson, recognizing the national theme "Leading the Change: Women Shaping a Sustainable Future," and honoring the vital contributions of women throughout history and within our community who have demonstrated leadership, innovation, and dedication in advancing equity, strengthening families, supporting economic growth, promoting environmental stewardship, and shaping a more sustainable and inclusive future for all. – Wendy Jackson, Deputy City Manager/Employee Resources Director

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 24, 2026. (City Clerk Department)
2. Approve Claims and Bills Report for the period of February 18, 2026 to March 17, 2026. (Finance Department)
3. Approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 380405, Series 10 – Beer and Wine Store, as submitted by Danitzia Montijo Mariscal for Pescaderia Mariscal located at 189 North 99th Avenue, Suite 105, Tolleson, AZ 85353. This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. (City Clerk Department) Public hearing will be opened for public comment, if any.
4. Approve the Cooperative Purchasing Agreement between the City of Tolleson and Logan Simpson Design Inc. for professional planning services related to the City's General Plan Update, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to

exceed \$250,000 for services. This Agreement shall remain in full force and effect until June 30, 2026. (Development Services Department)

5. Approve the Professional Services Agreement between the City of Tolleson and Atlantic Pacific Standard, LLC for welding and metal fabrication services to be performed on an as-needed basis, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Consultant at the rates set forth in the Fee Proposal in an annual aggregate amount not to exceed \$200,000, and the Agreement shall remain in effect through April 1, 2027, with the option to renew for four additional one-year terms. (Utilities Department)

I. 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) for discussion or consultation for legal advice with the City Attorney regarding a potential rezoning of certain property within the City.

J. RECONVENE INTO PUBLIC MEETING

K. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Discussion regarding a proposed rezoning of the property located east of the southeast corner of 99th Avenue and Wolverine Way from Light Industrial (I-1) to Planned Area Development (PAD) to allow the development of a 323-unit multi-family residential community. – Wendy Riddell, Founding and Managing Partner at Berry Riddell LLC

L. REGULAR AGENDA – ACTION ITEMS

1. Approve/Deny the Job Order Master Agreement between the City of Tolleson and Filanc for water and wastewater treatment and remote facilities projects, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Contractor an annual aggregate amount not to exceed \$5,000,000 for services. This Agreement shall remain in full force and effect until February 25, 2027, with up to four additional one-year renewal options. (Utilities Department)
2. Discuss and consider the reappointment of Sheryl Heier as Board Member of the Tolleson Public Safety Personnel Retirement Boards to serve from April 1, 2026 until April 1, 2028. (Employee Resources Department)

M. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. FY 2026 Second Quarter Update – Kevin Artz, Chief Financial Officer
2. FY 2027 First Budget Work Study – Kevin Artz, Chief Financial Officer

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

1. Council Update on National League of Cities Congressional City Conference on March 14-18, 2026 in Washington, DC.
2. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director
3. The City Council Meeting scheduled on Tuesday, April 14, 2026 will be rescheduled to Wednesday, April 15, 2026 at 6 PM.

O. 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) for discussion or consultation for legal advice with the City Attorney regarding employee benefits and potential amendments.

P. RECONVENE INTO PUBLIC MEETING

Q. ADJOURNMENT

1. Attachments: Monthly Reports

Fire Department – February

Police Department – February

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.

Arizona law prohibits any City resource, including staff time, equipment, and anything of value to influence an election. This prohibition applies to Call to the Public at the Council Meeting. You may discuss a City issue but do not “advocate” for a specific candidate or ballot measure. Additionally, soliciting petition signatures or campaign contributions or distributing campaign materials is prohibited on City property. The City appreciates your efforts to help the City comply with state law and avoid using taxpayer monies to influence an election.

Zoom’s live transcription feature can provide automatic captioning by clicking on the Closed

Caption (CC) button during the meeting.

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

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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 March 19, 2026.

Amended on March 23, 2026 at 3 PM.

Proclamation



Honoring David Rousseau for His Years of Service

WHEREAS, David Rousseau, a fourth-generation Arizonan and proud alumnus of Tolleson High School, grew up in the West Valley and has maintained strong ties to the community that helped shape his values of leadership, stewardship, and service; and

WHEREAS, Mr. Rousseau was the founding partner of Rousseau Farming Company, an agricultural enterprise located in Tolleson, Arizona, contributing to the City's rich agricultural heritage and helping sustain one of the region's most important industries; and

WHEREAS, Mr. Rousseau has dedicated more than 35 years to public service through Salt River Project (SRP), serving on its Board for more than 20 years and as President and Chairman of the Board since 2010; and

WHEREAS, under his leadership, SRP, one of the nation's largest public utilities and the oldest multi-purpose federal reclamation project in the United States, has continued its long-standing mission of providing reliable, affordable, and sustainable water and power to Central Arizona since 1903; and

WHEREAS, Mr. Rousseau's commitment to ensuring dependable water and energy resources has supported the growth and prosperity of the West Valley, including the City of Tolleson, and has played a vital role in transforming the region into one of the nation's most dynamic metropolitan areas; and

WHEREAS, Mr. Rousseau has generously given his time and leadership to numerous organizations that strengthen Arizona communities, including Banner Health Foundation, Phoenix Art Museum, The Nature Conservancy, the Greater Phoenix Economic Council, the Partnership for Economic Innovation, and the 2015 Arizona Super Bowl Host Committee; and

WHEREAS, his decades of leadership, civic engagement, and commitment to economic development reflect the values of service, innovation, and community investment that define the City of Tolleson and the West Valley.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby commend and congratulate David Rousseau upon his retirement and in recognition of his extraordinary career, distinguished leadership, and lasting contributions to Salt River Project, the State of Arizona, and the City of Tolleson.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



Proclamation

Women’s History Month

March 2026

WHEREAS, Women’s History Month is annually observed throughout the United States during the month of March to recognize and celebrate the contributions women have made to the history, culture, and achievements of our nation, and to honor the vital role of women in American history; and

WHEREAS, the theme for Women’s History Month 2026 is “Leading the Change: Women Shaping a Sustainable Future,” a tribute to the women who have reimaged and rebuilt systems to ensure long-term sustainability in environmental, economic, educational, and societal spheres, and whose leadership is guiding the way toward equity, justice, and opportunity for all; and

WHEREAS, throughout history and across cultures, women have played an indispensable role in shaping communities and advancing progress in all facets of life, including public service, education, business, science, arts, and family; and

WHEREAS, acknowledging and amplifying the accomplishments of women strengthens our community, inspires the next generation, and affirms the City of Tolleson’s ongoing commitment to diversity, inclusion, and equal opportunity for all residents; and

WHEREAS, the City of Tolleson proudly joins with communities across the nation in celebrating Women’s History Month and in honoring the women whose courage, creativity, and leadership continue to shape a more just and sustainable world for future generations.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim March 2026 as Women’s History Month in the City of Tolleson and encourage all residents to recognize and celebrate the remarkable achievements of women past and present.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

CITY COUNCIL REPORT



SUBJECT: Regular City Council Meeting Minutes of February 24, 2026

MEETING DATE: March 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 24, 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 24, 2026.

ATTACHMENTS:

1. 02 24 26 City Council Meeting Minutes



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**TOLLESON CITY COUNCIL MEETING ACTION MINUTES
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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 Chavira.

C. ROLL CALL

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

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

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)

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)

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. 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)

Vice Mayor Davis moved to adopt Resolution No. 2633; the motion was seconded by Council Member Erives. The motion carried 7 to 0.

**Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye**

2. 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)

Council Member Gámez moved to adopt Resolution No. 2634; the motion was seconded by Council Member 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**

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.

Council Member Gámez moved to convene into executive session at 8:20 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 parameters of federal and state authority regarding immigration activities.

N. RECONVENE INTO PUBLIC MEETING

O. ADJOURNMENT

Council Member Laborin moved to adjourn the Regular City Council Meeting at 9:05 PM; the motion was seconded by Council Member Mendoza. The motion carried 7 to 0.

Mayor Rodriguez – Aye
Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

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Post-Production File

City of Tolleson
City Council Meeting Minutes
February 24, 2026

Transcription Provided By:
eScribers, LLC

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

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MAYOR RODRIGUEZ: Good morning -- good morning. Good evening, everyone. Been a long day. I am Mayor Juan F. Rodriguez. Today is February 24th, and I would like to call the City of Tolleson Council meeting to order. We're going to begin with our invocation and Pledge of Allegiance. So Development Services Director Jason Earp, will you please provide the invocation, and Councilmember Chavira, will you please lead us in the Pledge of Allegiance?

EARP: Heavenly Father, we come before you today with grateful hearts as we begin this City Council meeting. We ask for your wisdom and discernment to make decisions in accordance to Your will. Bless our city, our residents and our public safety personnel. Protect them as they serve and return them safely home to their families. In Jesus' name we pray.

ALL: Amen.

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

MAYOR RODRIGUEZ: All right. Thank you both. Next, City Clerk, please let the record reflect on a roll call that all council members are present at today's meeting. We're going to move on to final call to submit speaker request forms. 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 the matter be put on a future agenda item. Ms. Clerk, do we have any speaker requests at this time?

ZAMORA: We do not have any, Mayor.

MAYOR RODRIGUEZ: All right. (indiscernible) calls to the public. And City Clerk, do we have any of those?

ZAMORA: No, we do not.

MAYOR RODRIGUEZ: All right. And then we'll ask if anyone appears for proclamations for discussion, and the first item on our agenda is introductions of new employee. So I'm going to turn the floor over to our city manager, Reyes Medrano.

MEDRANO: Thank you, Mr. Mayor, members of Council. Good evening, everyone. It's great to have our first responders here., of course, as always and our friends from our elementary school. This is one of the best parts of my job is I get to welcome people who've chosen to serve this community because we take nothing more seriously than our service to our community.

So first we have from the Maryvale Village of the City of Phoenix, Battalion Chief Will Burner, graduate of Trevor Browne High School, went to high school with a bunch of my cousins. And obviously, he's with the Tolleson Fire Department. And you've been a joy to work with so far, sir. Been fun.

Next, I'm equally as excited to introduce a former member of the -- I don't know if they were state champions, but they were close. Tolleson women's soccer, Wolverine soccer team. Jackie -- Jacqueline Ochoa. She's with -- she's in public affairs, and she's doing an incredible job. Believe it or not, got our federal allocations organized. We're still in shock by that because that's a tall task.

MENDOZA: A Wolverine.

MEDRANO: Yes, Wolverine, definitely. Excuse me. And our utilities department, Alexandra, or Alejandra, Meadows, Wastewater Operator, and Paul Vega Soto wastewater operator. And hopefully, they're on Zoom. And then, I'm very excited to announce the promotion to fire captain in the Tolleson Fire Department of Sean Lucas, who's with us tonight. Where is he? There he is. Congratulations, Sean. Well, well deserved. And to all our new teammates, thank you so much for choosing Tolleson. And I haven't had a chance to meet with all of you yet, in person, but I look forward to it, because we assure your happiness here because we know that happiness breeds success, not the other way around. And that's why we chose you. You were chosen. Your happiness was apparent to everyone in the room the day you interviewed. That's why you're here. And we're excited to have you. Thank you.

MAYOR RODRIGUEZ: Well, it's tradition at these meetings, we have new employees, here in Tolleson, we consider ourselves a family. And so I want to welcome all of you guys to the Tolleson family. Our city management and our Council does a really good

job -- or at least we attempt to do our best job, take care of family, as you probably do as well to yours. So (foreign language spoken). Just so you know, sir, we do have a councilmember that also went to Trevor Browne. So you're not alone in the room. You guys bolstered the worst colors in the State of Arizona.

DAVIS: Orange are terrible colors. They are terrible.

[LAUGHTER]

MAYOR RODRIGUEZ: We will stick to our maroon and gold. But welcome to the organization.

[LAUGHTER]

MAYOR RODRIGUEZ: And then so that's -- are we have any other introductions of new employees?

MEDRANO: That's it.

MAYOR RODRIGUEZ: Awesome. All right. Grab the new people? Come on up, new people. And promotions too. Come on.

UNIDENTIFIED SPEAKER 1: At an angle, okay?

MAYOR RODRIGUEZ: I'm going to hold my (indiscernible) in.

[LAUGHTER]

UNIDENTIFIED SPEAKER 1: Okay, ready? One, two, three, and four. Congratulations.

MAYOR RODRIGUEZ: Congrats, man.

MENDOZA: Congratulations.

GAMEZ: Congratulations.

LANE: Thank you.

LABORIN: Congratulations

MAYOR RODRIGUEZ: Moving on to public appearances., item number two of the Tolleson Elementary School District funding support report. We have the Honorable Superintendent Herrera. You have the floor, Ms. Herrera. Superintendent.

HERRERA: No, we have a presentation there as well. Good evening, Mayor Rodriguez. City Council, city staff, and community members. It is my pleasure to stand here in front of you and share some of the highlights of our latest IGA. There's many agreements

that we've had across the years.

My name is Gisselle Herrera, and I am the proud Superintendent of the Tolleson Elementary School District. And I have been in Tolleson as a humble servant of the community for almost 19 years.

Alongside myself, I have Megan Duplain, and she is joining me as we're going to be sharing some highlights. She oversees the preschool programing, which we're going to be highlighting this evening, alongside all special programs. So with that, we'll go ahead and get started. At the end, we'll take questions, but of course we'll take questions at any point as well.

There we go. That one. The big one. The big button. So of course, our district has a mission and vision. And as you can see there on the screen, it really orients the community to what it is that we value. And we value excellence, and we value innovation, thinking outside the box. And one thing that we know is that world-class education systems have the support of their local government. That's just how it is. And that's what we aim at being, a world-class education system that we believe every one of our children deserve. We call them treasures in our district, and we have almost 3,000 of them district wide. Two of the schools, of course, reside here in the City of Tolleson, and we're always looking at ways to enhance their experience while they're with us.

Now, while they're with us, officially, kinder through 8th grade, our efforts have always been consistent around bringing preschool experiences to our youngest treasures. We know that a preschool experience can make the world of difference for any child. And our common interest, of course, is the community and the children that we serve. And along with our mission and our vision, we also have our priority goals. Those are the ones that you see there. We refine them year to year. As I think, specifically, of our IGA this year, two that stand out is, number one and number two. First is just making sure that they're prepared for whatever their next step might be. That's all the instruction that we provide, again, officially in kinder. But we want preschool for everyone. If it was possible to give preschool experience for everyone, we know, that's what

matters. Ninety percent of brain development happens before the age of five. We get them at five, officially in kinder. But we know that there's so much work that we can do together, right? For preschool.

And of course, number two is critical as well. Alongside the academics, we focus on their well-being; developmentally, emotionally, mentally and physically, of course. And so we have an amazing team that does all the things that we need to do for preschoolers to ensure that our priority goals align. And speaking of alignment, of course, we're always looking at partners who have our common interests at hand, and that's again, our children.

I know for the City you have those -- those core values that also align to our goals, including the collaboration, the caring, the inspiration, right, the inclusion and the equity that the city really looks through in terms of the lens to provide services for the community.

And so these are some of the nuts and bolts, if you would, specific to the funding. The agreement is a 400,000 investment from the city to the school district. How is this money spent? You can see there we have award-winning preschool programs both at Arizona Desert and Porfirio H. Gonzalez schools. And those are two Tolleson schools. And that's how the money breakdown looks like. As you can see for Arizona Desert 155,000, that includes one teacher, a certified teacher, and two paraprofessionals. And then the same would be for Porfirio H. Gonzalez, which is slightly higher amount, that is dependent on the staff and the experience and the pay, of course, for each of those members. And then, all the things that you see that make a preschool run the way that it needs to, along with the supplies, of course, the fees and the instructional materials, 20,000 for each school.

And believe me, we try to make that dollar stretch. That's the name of the game with anything in public ed, as you know.

Along with that, the breakdown that you see for salaries and the supplies, you also see that the city was generous in continuing the support of our Tolleson afterschool programs in the morning. So we have one currently, and it's been very successful for

many years. And that is 50 students, 50 treasures, that families have to go to work early in the morning. That way the kids are not waiting outside or taking themselves to school alone. They have a safe, engaging place before campus to get a snack, do a little bit of homework catch up perhaps, and get ready for the day. And so we have that as well.

And along with that, you'll see that we also have in that agreement, as part of that agreement, an amendment that was made just of recent because we realized that the Tolleson afterschool program, which is also part of this agreement, and is now housed instead of Parks and Rec, it is now housed at Arizona Desert and Porfirio H. Gonzalez. We have a special treasure that needed additional support, with special needs. And so you'll see that expenditure there as well. And that is to ensure that that student, again, through that list of inclusion and equity, experiences success in the Tolleson afterschool program.

So the impact of course, it's always going to be that children are ready to succeed, whether it's going to be before school, whether it happens to be in the preschool setting and beyond. It is our focus that we are always doing our very best to bring those educational experiences to every one of our kiddos.

And then, I'll have Ms. Duplain share some more highlights about the preschool program specifically.

DUPLAIN: Hello. I'm the proud administrator of preschool and special programs at Tolleson Elementary School District. My name is Megan Duplain. I stand here today with extreme gratitude for the partnership and the continued investment that the City has had in our Preschool Excellence programs.

If you walk into our program, you'll see a little snapshot in a video. You will see from the second you walk in the door, children who feel safe, connected, a sense of belonging, staff that are there to inspire our children and our treasures, and help them grow as much as they can before sending them to kindergarten.

So within this intergovernmental agreement, we are able to maintain low adult-to-student ratios. We were able to continue high-quality staff development. So our

treasure hunters continue to grow in their skills. Even though, you know, we are all five stars in our preschool, and our staff have been there -- our -- the retention rate in our preschool programs is almost 100 percent. So they've been growing every year. But every year we bring people in from Quality First and ADE, and different organizations to teach us and help us grow so that we're ready and prepared to meet the needs of all of our children and inspire them to be their very best.

We are replacing instructional equipment as it gets outdated, to ensure we have quality supplies and supports for our children. And we sustain a high-quality curriculum. We use Frog Street, which is an evidence-based curriculum, and we bring in trainers to support us in that along the way. And it is -- and it continues to ensure the access for Tolleson families to this high-quality preschool that is evidence-based and truly the foundation that our children need to jump off into kindergarten ready .

Our children, and you will hear from our kinder teachers, they can tell who goes through our preschools and who doesn't, by the way they walk in and hold themselves the first week of school. And it's like -- it says right up there, and this is -- this is evidence, this -- this investment changes life trajectories for children, and I wholeheartedly believe that. Oh, and this is our preschool program budget. As Superintendent Herrera presented, the part of the IGA, 200,000 for the Arizona Desert Elementary School, preschool, and 200,000 for the Porfirio H. Gonzalez preschool program. Oh, and this is --

HERRERA: Now we have a video.

DUPLAIN: Yeah. It does have some --

HERRERA: It has some.

UNIDENTIFIED SPEAKER 2: Yeah.

UNIDENTIFIED SPEAKER 3: It says --

DUPLAIN: Acknowledging. Yeah.

HERRERA: Okay.

DUPLAIN: Yes.

HERRERA: That's right.

UNIDENTIFIED SPEAKER 4: You can also share out the presentation to the

Councilmembers.

HERRERA: Thank you.

DUPLAIN: Perfect.

HERRERA: Thank you.

DUPLAIN: As you saw in that video, we had treasures exploring worms at Porfirio H. Gonzalez. They loved it. And the little one -- I happened to be in the room when this was happening, and he said, he really likes me. Do you see? He's listening to me. And the teacher sent a picture of him reading to his worm.

[LAUGHTER]

DUPLAIN: And we saw at Arizona Desert, they made -- they had them create art, and they created easels on the chair of their -- and they flipped their painting papers on the back of the chair. And the kids felt like they were Van Gogh, and artists, and they were just so proud to present their artwork, you know? And then you see the dress up that we -- that one of the children was in a fireman outfit. We inspire our children to practice and grow and explore and, just -- we -- they know that they can be anything, and you should hear them from day-to-day. They're like, I'm going to be a fireman this week. No, now I'm going to be a doctor. Let me show you, because we have all this developmentally appropriate play equipment for them to practice.

And they put the doctor suit on, and they put the veterinarian suit on. And so it's just a beautiful program to inspire our children and let them know you can be anything you want to be. And it's just an incredible foundation. So thank you. Thank you for -- for this investment.

And I know Mayor Rodriguez talked about it when we did the presentation at Porfirio H. Gonzalez. You said it's not a donation, it's an investment, and it is an investment. It's an investment in our children, in our community. And it's -- I don't think there's any more of an investment or a better investment. I'm kind of biased, but.

HERRERA: A little, a little. Just a little bit. Thank you so much, Ms. Duplain. And of course, I would be remiss if I did not also highlight other parts of that agreement. And one of those is the shared community spaces. As you see and they're listed there, top of

mind comes the Field of Dreams, the beautiful space that we now have, not only for our kiddos, which we've had for the District, right, for quite a few years, but now is shared with the community as well.

We had a job fair, actually, at Arizona Desert this Saturday, and as we were leaving the job fair, we saw the community using the Field of Dreams, and we hadn't seen that in many years. And so it was really nice to see. And it's a beautiful space. I know that you know that.

School gymnasiums as well is -- are -- is part of that agreement. And, as you know, there's a lot of interest in having safe spaces that are well-maintained so that children can go ahead and extend their learning and talents, however, it might be, through the lens of sports. And then parking lot for the community events that are held right in front of the District office, of course, that is part of the agreement as well as a joint usage, because, again, we have the common interest, and that is the community.

As a result, we have safe spaces for youth, but not only for youth, also for the rest of the community in a way that makes sense to both the City and the District through the lens of efficiency. We have the spaces, you have the folks. We can make something work, right?

As well as the joint usage, we also have the T.A.S.K. program, which again, we've had in past through a different IGA. The way that it's been modified now it is on site and it is ran out by city staff, who of course are experts at doing just that, running afterschool, extended programing through the lens of T.A.S.K. And we have one at Arizona Desert and one, of course, at Porfirio H. Gonzalez. And I'll tell you what, it is such a game-changer for the children, but for the families, because families are working families, and the children are young, and having them walk to an empty home is not optimal, as you know.

And while, we have 21st programing and grants that we bring in, those sometimes are spotty in terms of the grade levels and what it is that they're teaching, because it has to be very academic in nature. This is very much recreational. It fits every need, and it's extended in terms of the hours. So I know that the families really appreciate it, and it

makes a difference in their life knowing that as they're coming home, their kids are in a safe, engaging space. Which is nice is -- what's also nice is that it is truly an extension of the day because the -- the students are in the -- a familiar space. They're in school, but they also have familiar routines and familiar rules, if you would, and our RISE initiative to ensure that behavior is consistent throughout the day and beyond.

Again, like Ms. Duplain, say a big thank you to City Council, to the community for this continued partnership. Together, we're here for the children. Our common interest is the community. And again, we'll take any questions that you might have.

MAYOR RODRIGUEZ: Other way around. This agreement has been, I think, a very powerful tool. I want to thank you personally for working with our staff to make this agreement come from a piece of paper to fruition and, as evidenced by all the pictures, you know, the end winners are our kids.

And you're right, they -- we co -- there are co beneficiaries. You know, when they're in the school they benefit from their academic opportunities. When they're in the afterschool program or out in the community, you know, we take we take charge in a sense. And -- and ultimately they're better off for it. We build a better community together. And so thank you for that. And also thank you for the presentation.

I think one of the criticisms that I've heard over the years from, from the Council is, okay, so we gave them this much money, but what do -- how do we know what he did with it? And you have a slide that literally breaks down how much goes into staffing, how much goes into the different supplies that are needed for the programs, and then how much goes to fund somebody that can help a kid with special needs that needs more one-on-one attention.

And that's critical because at the end of the day, as public organizations, you know, how you spend your money has to be justified. So that one slide right there is very powerful. And I thank you for -- for actually doing that.

There's some more comments, but let me open it up to Council. Council? Okay. So let's -- I saw -- Linda, you go first.

LABORIN: Well, how many students do you have in the gifted program? Would you be

able to tell me off the top of your head? In the gifted program.

HERRERA: Gifted program? Not preschool program?

LABORIN: No, no, in the --

HERRERA: In this the preschool program?

LABORIN: Let me try that again.

DUPLAIN: We have 18 children in all of our classes.

LABORIN: Okay. And do you have any planned activities that none of the other kids are doing?

DUPLAIN: So our preschool programs function solely on their own. So outside of the school, they are involved in the school community, of course, but they do a lot of different preschool things with their parents. They have -- they -- they actually have their parent-teacher nights as well, but they have different holiday events and different classes and different things with our parents.

LABORIN: Okay. What about the kids that don't celebrate Christmas, Thanksgiving, and stuff like that? What do you teach them about those holidays?

DUPLAIN: They learn about all holidays, regardless of religion. And we -- and so they -- regardless of the -- we just -- we try to teach them a well-balanced approach to holidays, when it comes around. And we also were driven by the early childhood standards that have been put out by Arizona Department of Education. So that is what our curriculum is based on.

LABORIN: Okay. Thank you.

MAYOR RODRIGUEZ: Councilmember? And then we'll come back to you, Christine.

CHAVIRA: Okay.

GAMEZ: I'm interested to see what the parents, what kind of feedback did they leave. Especially a preschool program. I used to work for (indiscernible) now I work with elementary, years ago, education.

HERRERA: Yes.

GAMEZ: We used to call it home study. The parents would -- the teachers would go into the homes, and give lessons, and the parents were watching, and listening and

learning. So I just -- I'm really asking, how is it going with parents, how do they feel about it? (indiscernible) but it's -- it's -- it's important that they are involved. And I just wanted some feedback in terms of --

DUPLAIN: Yes.

GAMEZ: -- what they --

DUPLAIN: Our preschool team prioritize the partnership with their parents because they realize we have three-year-olds walking in the door to us. We have to be partners with their parents. We have to understand what their likes are, what their interests are, and making sure that parents feel very safe leaving, leaving them with us. So we do different newsletters every week to communicate. We do Fashion Dojo, which is a communication system where they get pictures every Friday of their children that -- our preschool teachers prioritize contacting every parent every two weeks to ensure that there's something specific about their child and their child's growth. Our events that we have with our preschool parents fill -- fill always. And we have, you know, we have received great feedback.

GAMEZ: Thank you.

DUPLAIN: No problem.

MAYOR RODRIGUEZ: Councilwoman Chavira?

CHAVIRA: Is there a fee that the parents have to pay at all for this service? It's not? It is free to them? That's great news. Well, thank you. Thank you for the presentation. Thank you for the wonderful information. And then, of course, for the partnership because no one loses in this. Everyone's a winner in this, and the community. So we appreciate that. Thank you.

MAYOR RODRIGUEZ: Yes, ma'am.

DAVIS: I think it's no secret that I will always support preschool programing. I taught preschool through 8th grade general music for a really, really long time. And I will have to agree with you that it is night and day, the behavior of the kindergartner who went to preschool, and who didn't attend preschool. So I can tell you're both on fire for -- with -- with education and what you do. So that's amazing, too. Just seeing that,

knowing that the leaders in the school district are just on fire about education. That's amazing.

One question. You said 18 students per class? Or total? Per class? All right. And this is kind of a curveball question. So I'm not trying to throw you or anything, but about how many kids do you think live in the Tolleson elementary school district that are the age of preschool? All together.

DUPLAIN: All together?

HERRERA: We'd have to come back with that. Yeah.

DAVIS: Okay. Like a ballpark. It doesn't have to be an exact number. What do you think?

HERRERA: Preschool kiddos live within the Tolleson boundaries. We'd have to probably pull that --

DAVIS: Yeah.

DUPLAIN: Yeah.

HERRERA: (Indiscernible)

DAVIS: Just -- just throw a number out there. What do think?

[LAUGHTER]

HERRERA: Well, I'll tell you. I'll tell you something that I learned that in Arizona, only about 3.5 per 10 kiddos attend preschool.

DUPLAIN: That's what --

HERRERA: So if we follow that trend, although I think because we do have, and have had, quality preschools, we're probably higher than that.

DAVIS: Well, that's great.

HERRERA: On average.

DAVIS: I guess my point was, there's so much more work that we need to do to find funding to make sure that every single one of our children gets this early childhood education. You know? It's so vital. It is an investment in our community. It's an investment in our future, and our future workforce.

Do you know what the graduate graduation rate is for pre -- a kid who did preschool in

comparison to one who didn't?

HERRERA: I don't as of yet. But we're doing the work.

DAVIS: (Indiscernible)

HERRERA: No . We're doing the work with a Helios Institute, which we now have access to data that allows us to track our students, I'm hoping, including our preschoolers, all the way beyond into high school and into college. So we're really excited about doing that. And we can certainly layer the preschool numbers, too, to see how that's faring out.

DUPLAIN: I would agree with that.

DAVIS: -- throughout.

HERRERA: For many -- for many reasons. You're correct. And that is what the studies do share. Uh-huh.

DAVIS: (Indiscernible)

HERRERA: Thank you.

DAVIS: -- as much as we can to make sure that our little treasures, that our -- littlest treasures, as you call them, get the education that they deserve and the foundation that they deserve.

MAYOR RODRIGUEZ: Okay. Thank you.

Councilwoman?

ERIVES: Oh, the little one about the worm. I'm excited about that, when he says he's listening. Fantastic. That's the inspiration that we want, right? That little spark. You mentioned, Vice Mayor, that the administrators, that flows into the classroom with those children.

So I have a couple of questions. When you had mentioned that there are two classrooms and each have 18 -- is that a full- day program? Are we talking full day for preschool?

DUPLAIN: Full day.

ERIVES: Full day. So they start at 8:00 to 3:00?

DUPLAIN: (Indiscernible)

ERIVES: Oh, wow. So they're really getting a good chunk of time there.

DUPLAIN: There is some down time.

ERIVES: Of course. We all need that. We all need that.

DUPLAIN: Exactly.

ERIVES: A second question. So if I, hypothetically, right, I'm a parent. My child is about preschool age. I'm a Tolleson resident. How do I apply? Is there like a list? Is there a application process?

DUPLAIN: Yes --

ERIVES: Is there a screening that happens? Is there a waiting list that I need to know about?

DUPLAIN: So currently there is a waiting list, but you go on our website and fill out the interest form.

ERIVES: Okay.

DUPLAIN: And then that gets us to our welcome center, and then my admin assistant, Berenice Soto, and then they're called off there. They do a process that they go through collecting different paperwork and that to make sure they qualify financially.

ERIVES: Okay.

DUPLAIN: And so that -- there's a few steps to it.

ERIVES: Okay.

DUPLAIN: And then they come in. First priority is our -- as always, is our Tolleson families.

ERIVES: Thank you.

DUPLAIN: And that is the (indiscernible).

ERIVES: Thank you, thank you, thank you. So if there's a waiting list, this program needs to grow and expand. Nice, nice.

HERRERA: A lot of advocacy that happens every year like clockwork from, definitely Ms. Duplain, myself, and the team, to find every dollar under every rock to support and advocate for preschool. But knowing what we know about public get even currently, right, it's tough coming from the State. It's -- we don't see it happening. So different

grants are written throughout the years, and they come and they go. And so we are looking year-to-year to be quite honest in terms of programing.

ERIVES: Look under that rock, maybe find another worm for the little one. Right, right?

[LAUGHTER]

ERIVES: Thank you ladies for the presentation. Like Mayor had mentioned, that is so helpful because then when we have answers for our constituents, when they have a question. Oh, something about the preschool, we have something, some information to share. Thank you. Thank you.

DAVIS: We're a city of industry, and there's like, 35 Fortune 500 companies here. Have any of them ever funded preschool before?

HERRERA: Not that I know of. Not as of yet. We're hoping that at some point we can loop them in a little bit closer.

DUPLAIN: Uh-huh.

MAYOR RODRIGUEZ: I meant to ask, to say that, going back to the investment example, I think that is amazing. I saw the smile and bright futures. As a quasi, by default, part-time teacher, I get to -- my wife works at P.H., so I get to hear the stories of the kids every day. And you know, the really nice stories, or really good stories. We have amazing kids. And amazing kids become better because of the investments that we put into them. So I want to thank you guys as a school district for being an amazing partner. All the commitment from your staff members day in and day out that make the reality for our kids that much bigger and brighter.

And I just want to let Council know that the superintendent did invite us for a tour, I believe it's March 4th. Midar (ph.)'s not here. He was the one that we're coordinating with. But March 4th at 9 a.m. at P.H. Gonzalez. If any Council member would like to go and attend and actually get a tour of the program itself, March 4th at 9 a.m. , we'll be there and no breakfast. So if you want your breakfast burrito --

[LAUGHTER]

HERRERA: We will have some nice -- some nice treats.

DUPLAIN: Awesome.

HERRERA: Thank you.

MAYOR RODRIGUEZ: But yeah, I definitely plan to be there, and I look forward to visiting P.H. Gonzalez on the 4th at 9 a.m. and getting to say hi to the kids and celebrating this partnership. And thanks for coming in. All right. Thank you. All right. We're going to rock and roll through some of this. Business for the floor, we don't have any. H is our Consent Agenda. I see a total of five items on the consent agenda for action.

GAMEZ: Motion to exclude them.

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

LABORIN: Second.

MAYOR RODRIGUEZ: We have a second by Councilmember Laborin. All those in favor -- in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Not hearing any. Madam Clerk, motion passes unanimously. We're going to move on to Work Study and presentations for discussion. Item number one is Housing Study Update. We got revitalization manager Shows?

GAMEZ: Schaus

Noel?

MAYOR RODRIGUEZ: What is it?

GAMEZ: Schaus.

MAYOR RODRIGUEZ: Schaus, yes You have the floor, ma'am. Better known as Noel.

SCHAUS: Thank you, Mayor. Thank you, Vice Mayor and Councilmembers. I'm pleased to be here this evening to share with you some information that we have to share about a housing study that was conducted over the last year. Gave us some really important information with specifics for Tolleson. Housing has obviously come into everybody's awareness, and the affordability issues for housing nationwide. But this gives us a little bit more specific data for our community.

This was funded, I just want to mention by MAG. They had a grant that allowed us, and

several other communities, to have that housing needs assessment done and an action plan prepared.

It was developed through Matrix Design Group, and they started working with our staff last year, around this time in February. And they finished it back in December. So pleased to share this with you.

Why this study matters. We wanted to be able to provide some really -- some good data to identify affordability gaps for the community, what people are able to pay versus what the costs for housing are. We wanted to evaluate what our housing supply is and what's needed, now and in the future, to guide policy decisions to ensure affordable housing for all people, for include -- to include everybody in the community. Key findings. These may not be super-revelatory, but we can go into more specifics. But as we know, housing costs have been rising faster than incomes. Renters, especially, face severe cost burdens. And we'll talk -- I'll talk quite a bit about this because I think this was probably the most -- not surprising, but the -- the level of need and the burden was much greater than I had even anticipated when I was reading the data.

As we know, the senior population is growing and is particularly vulnerable. I think we see that every day. I do, working right next to the senior center. And we know that there's a housing supply shortage, but it's especially acute for lower income households. For Tolleson, some key demographics. As of 2022 -- so the data -- and I'm referring back to 2022. All of this data was gathered to be comparative. So it's pulling from data sources and sources basically that look at a -- at a range of dates from 2017 to 2022. So some of this is a little dated. Obviously a lot has happened in the last few years, but these are trends. So and as of 2022, population was about 7,200, largely Latino community, almost a fifth or a little bit more than a fifth of our residents are 65 or older. A median household income of 47,875, at that time, even, was quite low for even the county and the state. And an 18.9-percent poverty rate, also a little bit higher than the County and the State. Just to put some demographic context.

Looking at the housing stock, there were 27 -- about 2,700 total housing units, the majority being single-family detached homes, 34 percent multifamily units, apartments,

and with some limited duplexes, townhomes. Actually townhomes. I think our first townhomes are officially being built, like right now. Right there on the corner of 99th and Van Buren.

We do have maybe a few ADUs coming along. We know that we have some housing and mobile homes, but there's not a lot of other middle -- what we call missing middle housing. And there are -- what the study found is there's really not sufficient affordable options for the variety of income ranges that we have.

The rental market challenge. Back then, the median rent here in Tolleson was about \$1,100. I'm thinking now, the kind of rents that we see, the rental requests are much higher than that. We see 1,800, \$2,000 for market rate right now. And so that rent has gone up. But just for comparison purposes, at that time, the median renter income was only 27,000, whereas the income needed to afford rent was 44 -- almost 45,000. That's a very big gap. And that that's where you're going to start seeing overcrowding with people moving in together to afford. You're going to see some people slide into homelessness if they miss rents.

What was interesting at that time, as well, 2017 to 2022, is renter income actually dropped while rents increased by 30 percent. That's not sustainable. Here's just kind of a little visual of the rental affordability gap.

The rental cost burden. I mentioned that this was kind of -- these were kind of the numbers that surprised me a little bit. We think of cost burden as when we spend more than 30 percent of our gross income on housing, 68 percent of renters are cost burdened, 93 percent of seniors are cost burdened. 42 percent of people are severely cost burdened, which means they spend more than 50 percent of their gross income on rent. Anybody under -- or renters under \$50,000 in income are cost burdened.

So I mean, I think -- we see this every day. It's like I said, it's still kind of shocked me.

And the severe rent burden is much more pronounced in Tolleson.

And I can think of seniors that I talk to quite often that this is something that keeps them from thriving, really. And it's just -- it's hard to see.

For homeownership, we also know that there's a large challenge with affordable

homeownership. Not only have costs arise -- been rising for housing, but our incomes aren't keeping up. Interest rates are obviously causing -- are a piece of that. But the income needed to afford a median home back in 2023 was \$91,000. Again, the median household income here was a little bit more than half that. The result of that, really, is that first-time home buyers are locked out. So it's a challenge for our younger families and folks that are wanting to get from rental into homeownership. 28 percent of homeowners are cost burdened.

So it really -- it really is that they face a fight, a greater financial strain. Going forward, it's something that, if we want our community to grow and have families, as well as seniors thrive here, it's something to think about what kind of policies and things we can -- we can do to help create more affordable housing.

Housing units needed. They, through a variety of calculations, came up with 417 units was the shortage at that time as of 2022. 249 rentals, 168 ownership units. The strongest demand, again, among low-income households that 83 percent of the units must be affordable at 80 percent or less, AMI. Which means that we're -- we need attainable housing for folks that are the ones that have fewer resources. Market rate housing right now is just not attainable for most of the people in the community.

The numbers at the bottom of the screen, I just kind of was putting that up here for -- I guess just to give you an idea. Currently for a two-person household earning \$72,000 a year to be affordable, their housing costs should not exceed about \$1,800 a month. Again, we're finding that most rents are 18 to 2,000. And then for someone at 50 percent of AMI, \$45,000 a year for two people -- they I don't even know -- there are there are units out there for 1,125 a month, but they're few and far between. There's waitlists for them. There's just not enough of that at that price point.

So just to reiterate primary areas of need. Affordable rentals.

Workforce housing. Workforce housing is typically thought of as like, hey, what would our nurses, or police officers, or educators be able to afford, like the 60 percent, 100 percent, 120 percent of AMI. Senior housing is a is an area of need, and I know that's definitely an interest that you have as a priority for the council this year.

Smaller units, interestingly, a lot of the units that have been developed in the last several years are larger, like three, three-bedroom units. But what the study found is that we have a lot more households that could really use one- and two-bedroom units. And then, first-time buyer options, obviously -- I mean, there are different first-time buyer programs out there that we refer people to when they come to us. But it would be great to sort of layer -- layer those kinds of funding options, especially for people that don't typically qualify for the subsidies, like for 80 percent and below. So we need to be able to expand some of those programs.

Some key strategic principles that the study recommends is to focus on production of housing for folks at -- or below 80 percent of AMI. That's where 83 percent of the demand lies. Address the severe rent burden first, because 42 percent of renters are spending more than half their income on rent. Target seniors and smaller households, because that's where the demographics really show the needs are. Increase supply while reducing costs, because production and regulatory reform must occur together. Use local leverage to attract outside capital. Tolleson can't solve this alone without state and federal resources.

So some targeted strategies that I'll talk about briefly. And I would love to share this with you if you're interested. It is a 94-page report. So this is very brief and very high-level, but the targeted strategies I'll just kind of talk about tonight include establishing a workforce housing trust fund is a suggestion, would be a local, flexible funding tool that would allow the City to support affordable rental development, first-time homebuyer assistance. It could do gap financing for tax credit projects and help preserve affordable units. So for instance, it could augment what we already do with CDBG funds to repair homes for the low -- for lower income homeowners.

Why would the -- this kind of trust fund would matter. Would provide local leverage to attract low-income housing tax credit projects, and state and federal investment. The private market alone, again, will not produce affordable units.

Expand mixed -- missing middle housing. I think the council has already taken some steps to allow ADUs. Maybe consider expanding that possibility. Permitting duplexes

and triplexes in appropriate zones. Reducing lot size minimums. Maybe offer pre-approved ADU designs. That would just support seniors aging in place. Expanding naturally affordable units, and provide smaller units that are needed. Reduce development barriers.

I think the city actually has quite a few waivers and deferring of -- of fees for affordable housing, but maybe we look at that, see if there are other things we could do. Maybe reduce parking requirements in certain developments, or certain types of developments. Offer density bonuses. These impact by lowering construction costs and improving feasibility.

Senior Housing and Aging in place. Strategy 4, offer fee relief for senior housing. Encourage ADUs, maybe for caregiver housing. Very hard, obviously, to afford having someone cared for in another facility. Continue to expand the home modification program, and pursue HUD funding for Section 202 and 811, which is basically support services for seniors and folks with disabilities and housing.

Impact for this. Without senior housing expansion, we could see more overcrowding, less housing stability, and more homelessness, to be honest. Partnerships and funding. We want to collaborate, if possible, with nonprofit housing providers. We currently do with FSL Home improvements, for instance. There are several others that we could bring into the fold with mission driven private developers, regional and public agencies, with HUD, the Department of Housing, Maricopa County, and the Housing Authority. We would like to attract, if possible, low-income housing, housing tax credits, more CDBG funds, which we go after every couple of years. And then, if we have a housing trust fund, we could leverage that money with these other dollars to match grants.

MAYOR RODRIGUEZ: (Indiscernible).

SCHAUS: Yeah.

MAYOR RODRIGUEZ: We have to put a certain amount of funds, we just have to match, or (indiscernible) or we can apply to other agencies to get (indiscernible)

SCHAUS: I think all of the above. And I can bring some examples, and we can kind of look into that if that's something the Council is interested in exploring.

MAYOR RODRIGUEZ: But honestly, the mechanics behind it are difficult to see how it impacts the end goal (indiscernible)

SCHAUS: Yeah, I'd be glad to -- to get some more information. The study itself kind of provides some examples. And so maybe I can talk to city management and put some information together for another meeting? Okay. Any other questions? Okay. Just final takeaways. Tolleson's challenge is primarily affordability. The rental burden is severe and widespread. Seniors are uniquely vulnerable. And barriers for rental is also homeownership are -- are growing. But I think there are some things that the Council and City can do to maybe provide some solutions. And I'm excited to share the study with you and maybe revisit down the road, especially with the Workforce Housing Trust Fund and any other ideas you might have

MAYOR RODRIGUEZ: I'll turn it over to Council now, if anybody has questions or comments or. I have a couple things I can add. A couple things that really jumped out at me, and I think ideas that I have -- we've explored in the past. Obviously, senior housing is on the top of the Council's list. I know I've heard it from multiple people. Senior living development that allows folks to stay, not only in town, but maybe get services while they're there. So maybe assisted living units, and then not so assisted, like, you know, you can sustain yourself kind of units, because obviously people age into -- as they age, they need their -- their percentage of need increases, incrementally as they, as they lose mobility or suffer different medical conditions, that kind of stuff. I asked about the fund. But also, I'm a big fan right now of condo because I read a study that the average buy in price right now, versus the income of a person, that puts the average American at about 40 years of age before they qualify for a mortgagee, to be able to buy their first home.

40 is ridiculous. I mean, look, I mean, that's -- that -- to me, if you got to wait till you're 40 to buy your first house, man, that's like the American dream is kind of skipping you by, you know. I mean, the first 40 years of your life, you got to build up just to be able to get a mortgage, have a big enough down payment. That's crazy.

But one of the ideas that that I know we've been tossing around is the idea of building

condos like they used to back in the day, but with individual ownership. So maybe it's a one- or two-unit condo, and maybe it looks like apartments or something that is high density development. But you can own it. You can buy it. And so somebody coming out of high school, going to work at one of the warehouses, for example, they would be able to afford something like that as a starter home. Then, as they advance in their employment, and in their income, to the higher brackets, maybe they can qualify to get a rental unit then, or maybe purchase a home.

My only fear with that is that a lot of folks tend to hold on to those units, and then turn them into an enterprise, and they want to rent them out. And so now I got a source of income, which is fine. But I think the focus for me is ownership. I think that would be great. And they don't have to wait till they're 40 to buy a condo versus a three-bedroom home.

You have your hand up, or?

GAMEZ: I'm just stretching my fingers.

[Laughter]

MAYOR RODRIGUEZ: If there's any -- I'm going to turn it over. I wrote something else down, but I -- my handwriting is really bad, so I got to decipher my own handwriting.

[LAUGHTER]

DAVIS: Welcome to the reality of my entire generation. We cannot afford to buy homes. That's just what it is.

You mentioned ADUs. What more could we do in that space?

SCHAUS: If I remember right, the AD -- are the ADUs available in certain parts of like certain parts of the zoning areas or something --

DAVIS: I thought legislator had changed the rules on that. Is that correct? What -- what -- so how does that look? What are people --

UNIDENTIFIED SPEAKER 5: Mayor, members of the council, we've had several ADUs come before you. We talked about maybe expanding the program, some of the issues that we can come back with another study. Both Noel and I can look at it. It's just some of the areas of the city, the lots may not permit for that due to setbacks and that

kind of thing. It's usually the larger lots areas, but we'll look into it more to see if we can expand into the smaller lots. It might be difficult, but we'll definitely look and see if we can do something there.

DAVIS: I mean, I'm very much in favor of that. I mentioned that in the past. I know that we were looking at it, and I know the legislature changed some rules, but let's definitely take a deep dive into that, because whatever we can do to help people in our community find affordable housing, I think we need to do. Especially when the -- what was the percentage of seniors that are, you know, facing these issues? That's absolutely outrageous.

MAYOR RODRIGUEZ: Also, we have a lot of homes that have, I would say, probably lived the majority of their life, they're dilapidated, they're falling apart. Some of them are abandoned. And I know we've done a good job of buying some of those properties, especially the ones that have criminal elements that have moved in. But I'm a big fan of kind of looking away from, from really building fees for those kinds of properties, because if we have a developer that's willing to come in, buy an old home, demolish it, and then build a brand-new unit that modernizes our current housing stock.

So I really like the idea of whatever building permits we have if we can reduce the rates to a percentage, if they prove that what their intent is to basically build a new home on that property, I would be a big fan of that as well.

And I know we do some of that already, but I think if we do more of that, it may encourage more private development from folks that want to flip one or two homes a year, or maybe 10. It's up to them. But they come into our community and they say, okay, this house was built in the 1930s, and you know, parts of it is still -- is adobe. And the roof is collapsing and nobody -- so I'd like to buy it.

And honestly, the other part of it too, is a lot of the nanas and tatas have moved away or passed away. And so the great-grandkids own it, and they don't live here. So it's a thought way in the back of their mind, you know, about that house that nana and tata lived in. And so how do we make that house something modern that the new generation of Tollesonians, or maybe those grandkids can move back and consider that

a housing unit they can thrive in and build a family in. So hold on. Okay.

Councilmember Chavira?

CHAVIRA: We have a number of properties, as we'll be talking about, some properties that the city already owns, and perhaps we can further our conversation on using some of the properties that we already own to maybe serve some of these needs. And we can see where the zoning applies, and what things maybe we need to change, perhaps, for some of those properties if it can work. So I mean, I think we have some options that we could perhaps already use.

SCHAUS: Yeah.

MAYOR RODRIGUEZ: Vice Mayor?

DAVIS: I'll say there, out loud. Maybe some retail on the bottom and housing on top.

SCHAUS: Yeah. Sure.

DAVIS: Got to go up because we're landmarked.

SCHAUS: Sure.

DAVIS: What are we -- rent control. That's my question. Like what -- what are -- what can I -- not -- no? He's shaking his head. Absolutely not. Not allowed?

[LAUGHTER]

MAYOR RODRIGUEZ: For the record, that's our City Attorney.

[LAUGHTER]

MAYOR RODRIGUEZ: But I like the idea of thinking out of the box. I mean, I think it's critical. Oh, I'm sorry. Another hand.

ERIVES: I agree with what everyone is saying. When we went to Utah this last National League of Cities, they had their conference up there. We attended a mobile unit. It's like a little workshop. They take you in a little bus to a tiny village, and they had these tiny homes. What I thought the presentation was going to be about was how to use this land. Maybe some tiny homes for people to maybe start their first-time home ownership. It was a little bit different than that, but it did get our ideas -- what we need to do and how we can do this started. So I'm excited if we look outside the box like you had mentioned. Maybe some properties that we have. Maybe, I don't know, a

veteran's village, so veterans could qualify. Maybe Workforce like we had mentioned. So just different ways.

Vice Mayor had mentioned that this generation is trying to find housing. My daughter said the same thing. She was getting ready to purchase a home. Within the first seven minutes of the house being on the market, it was sold. And she was like, well, I didn't even get a chance to look at the home because someone else, an investor, is purchasing the home, not to live there, right. So then she didn't even get a chance to be part of the game, in essence, right. So how do we allow -- how can we best help so that there are not investors coming in. And I don't know if that's even legal for us to be involved, but I'm just saying we have to do something different than what we're doing.

For our senior population, you had mentioned it was a fifth of our population that could be potentially find themselves without a home, right? That's not okay either. There's a lot of things that we need to do. I'm glad we're having this conversation. I think we need to have continued conversation on this. Thank you, Ms. Schaus.

SCHAUS: Thank you.

ERIVES: Thank you. The study's good. I'd like to read it.

MAYOR RODRIGUEZ: Yeah. Talking about the National League of Cities. Many, many moons ago, I attended a conference, and there was this idea, which I thought was -- I thought it was silly at first, but it kind of made sense. Their municipality was -- their problem was that properties were too expensive. It was an upper socioeconomic community. And so the city was buying properties, and they had contracted a contractor to come in and build new homes. But the person that qualified for it didn't have to worry about buying the property. They just had to pay the cost of the home, and they had to sign up for financial management classes, and they had to sign a long-term mortgage for the home, for the actual structure.

And then, after so many years, the City actually would give them the property. And so that home, it made it easier for them to qualify for a mortgage, because instead of having to pay for the actual land, you're only paying for the structure, and the construction of it.

And then after 15 years, they saw that their commitment to the community, and that financial management has kicked in, and they're able to save up more money, the City would be like, okay, you earned it. And you're now a Tollesonian. And so they get to keep the house.

And of course, they would be able to pay off the mortgage that much faster because it's a smaller amount. You only got to pay for the actual structure. But I thought to myself, that's either a very dumb idea or that's genius. One of the two.

[LAUGHTER]

MAYOR RODRIGUEZ: But we're the ones -- it's not really a policy issue. It's a national issue.

SCHAUS: Right.

MAYOR RODRIGUEZ: And that's a problem. Nationally, it's a big problem, but it's also an opportunity because this is what people like yourself, people that speak housing language, that enjoy reading 94-page documents on housing, define best practice on H21, because everybody's trying to find a solution for the same problem.

SCHAUS: Yeah.

MAYOR RODRIGUEZ: And again, maybe working in Utah, or Washington State or New York, Florida, Newfoundland, they have a good example with what's here. So I do want to -- I do want to continue the conversation and exploration of opportunities, because I think if we all put our heads together, we can find the right solution. And so I just want to thank you. Great presentation, great information.

SCHAUS: Thank you, Mayor.

MAYOR RODRIGUEZ: It's one of the things that we talked about because we have a house, right. Or at least, I have a house. And so unless you bring it to our attention, and continue to remind us that this is an issue in our community, we have to continue the connectivity and our commitment to that subject matter. Housing is very important for our community, and you're the vocal reminder of why it's so significant. So thank you for coming in front of us.

Council, any other questions? Comments? Yeah, come on back.

SCHAUS: We will.

MAYOR RODRIGUEZ: All right moving on. We're going to regular agenda action item. Item number one is to adopt or deny resolution number 2633 of the Mayor and City Council, 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 of two to three percent, approving development related fees, waivers and in an amount of at least \$100,000, authorizing the City manager to execute the intergovernmental agreement and related documents and declaring an emergency. I'm going to turn it over to Jason Earp, our Development Services Department.

EARP: Thank you. Mayor, vice mayor, members of the Council. Perfect segue to this. We're excited about this project. Gerald Minott will be presenting this, and solving some of our issues that Noel just discussed, hopefully, with their application that's due in April. But I won't steal his thunder. So go ahead, Gerald. Thank you.

MINOTT: Greetings, Mayor, City Council. Thank you for having me. Thank you, Jason, for that wonderful introduction. I'll try to be concise because I know we've had a lot of presentations. My name is Gerald Minott, Executive Director for the Housing Authority of Maricopa County. I have also on the call on the -- virtually, we have our housing development manager, Chanchal Singh. So we just wanted to present a great opportunity to speak to some of the presentations that have already happened, specifically housing, but also it speaks to the earlier conversation about education. So we want to speak to that.

So Baden homes and Hollar apartments. The housing authority is looking to redevelop this particular property. And it would be beneficial for listening ears to hear this because it's I'm excited. So just to talk a little bit about the Housing Authority, we're not just a housing authority that just sits around and pushes a whole lot of paperwork. We're also a developer. We have jurisdiction over Maricopa County, with the exception of different cities that have their own housing authority. City of Scottsdale, City of Chandler, different cities like that.

But we're considered a high performer. We have several housing options. We have housing choice vouchers that we administer, about 1,800 of those throughout Maricopa County. We also have multifamily housing development, and we also manage that. So we're not a typical developer where we create the housing stock, and then we leave. We actually stay committed because we have a subsidy, and we have responsibilities on a federal and a state level to manage those properties.

We have about 869 units that we manage. Since 2016, the Housing Authority has developed 801 tax credit units, through either a tax credit application or a co-partnership.

Currently, we are developing redeveloping -- re-developing a property in Avondale. That's our largest property. It's 120 units. And so we're in the process of doing that right now.

The Housing Authority has been, like I mentioned, a high performer. We've been working with families, many of housing options, affordable housing options, well over 80 years now. So we have been in the market to develop properties like this. So this is Madison Heights on the left. It's in Avondale on Dysart. It's 143 units. That was one of our prized properties there. Top right-hand corner of the River at Eastline Village. It's in Tempe. It's 56 units. It is a -- that was a brand-new construction there. And then at the bottom right, Heritage at Surprise, that's 100 units there. That was also a brand-new construction. The two on the right are both owned and managed by the housing authority. The one on the left is a co-partnership with the housing authority, with the developer. So those are kind of some of the outcomes that we have.

This is a prime example of what we are really passionate about. This is Norton Circle redevelopment. So on the left, that's the before. So that's kind of a military barracks-style public housing, brick-and-mortar, cement, rough, dilapidated space. And we converted that 46 units to 100 units. And that's on the right. It was leased, 100 percent in three months. And that's the space on the bottom right-hand side.

So it went from the before, to the after, 46 units. We increased density from 46 to 100 and allowed it to be a lot more modern and a lot more smiling faces and families.

This is Heritage Senior Apartments. This was recently opened in October of last year. This is 99 units, brand new construction. The Housing Authority owns and manages this particular property. It has Section 202. Noel mentioned that a little bit earlier. This is an investment and partnership with the City of Surprise.

This is actually the second property that we have, which are almost right next to each other. But Heritage Senior Apartments is a part of a old-town site initiative by the city, and they're actually building -- after we completed this, they're currently building their multigenerational center. That'll go right next to the Heritage Senior Apartments. But this particular project includes nine percent tax credits, and it also has HUD Section 202 with it. So we kind of see, kind of, some of the development that has taken place.

The proposal that we're seeking out now is Baden and Hollar Apartments. So this is existing property, existing families, existing homes, that we want to modernize.

There's 45 units. They are in need of not only a fresh coat of paint, but a lot more amenities inside the unit. This particular property currently is four -- one to four bedrooms. We're going to convert it to one to three bedrooms.

We want to include supportive services. We want include -- those are wraparound services for resident services. We want to include a higher density, going from 45 units to 100 , and keep the affordable housing option, or the affordable housing subsidy that's on the property. When we say affordable, we mean -- I mean, families pay 30 percent of their income.

This is a design concept here. Like I mentioned, this will include a property that's adjacent from one another, 100 units. It'll include a clubhouse with amenities or the existing two properties, Baden and Hollar. They do not have a leasing office on site, so families have to go elsewhere to get that support. But this will include a clubhouse with amenities, a play area, a tot lot, and will be around two to three story building.

This is the project timeline. We're looking to get the support from the City Council.

We're going to put in our tax credit application for nine percent April 1st.

Announcements are roughly around June. We'll look to bring in an investor to help support the financing in August, do our due diligence, look for project closing,

construction completion around September of next year, and then have stabilized occupancy by December of 2027. So that's the brief timeline.

So the investment -- I heard that earlier, that word -- is really the -- to help the Housing Authority assist with the tax credit application aspect. The State of Arizona is extremely competitive when it comes to funding for housing, whether that's bonds, tax credits, nine percents, four percents. And because of that competitiveness, it's important that we score very high on that -- on that scoring criteria for tax credits.

There's two specific scoring criteria: local government contributions of at least 500,000, and developer fee waivers of at least 100,000. So those two scoring criteria will assist with a scoring, as we scored it now, 180 points out of a possible 185.

Developers that typically get the tax credits are scoring in that range. So it's very, like I said, competitive. So would we be very helpful to have those two criteria so that we can maximize the amount of scores that we have when we go in for application.

So the other thing that I wanted to bring up is, right now, the property, hasn't been named yet, as we're going to redevelop it. So we had two possible ideas, three possible ideas, Residence at Roosevelt, Garden Court Apartments, and Flats at 93rd Avenue.

And so those are the potential names that we're going to name this new redevelopment investment of housing in the City of Tolleson. So I wanted to open it up for questions if you have any questions for me.

DAVIS: First, the name's missing Tolleson. So.

[LAUGHTER]

DAVIS: (Indiscernible)

MINOTT: Great question. Yes. So the families that are there now, they'll have the first right to refusal. They can come back to the property. Obviously, we would have to relocate them, because we're going to demo the entire property, and they would come back. So similarly, we've done this on three other projects. But 80 to 90 percent of families that had to relocate came back to the property. Yeah.

MAYOR RODRIGUEZ: By the way, I am a big fan of Brandon Talks, (ph.) always a square mile.

MINOTT: Yes.

MAYOR RODRIGUEZ: Somehow we've got (indiscernible) Tolleson to date (indiscernible).

MINOTT: Tracking.

MAYOR RODRIGUEZ: Yes, Councilmember?

CHAVIRA: So will all the units be LIHTC, or will there be a mix then, of public housing, Section 8 voucher, or just --

MINOTT: Great question.

CHAVIRA: -- all LIHTC?

MINOTT: No, that's a great question. So the entire property will be tax credit, but on another layer of -- of subsidy, there will be what's called project-based rental assistance. That's the assistance that we currently have with HUD. We would not remove that. And that allows the families to only have to pay 30 percent of their income for their rent.

GAMEZ: You mentioned --

MINOTT: Yes, of course.

MAYOR RODRIGUEZ: You mentioned services, and I'm just wondering, I know you brought up the leasing office, but what other services do the residents get in their contract?

MINOTT: Yeah. So typically with tax credit applications, there are resident services that have to be included in that lower agreement. Certain agreements haven't been finalized yet. But typically what we see on properties that we do is financial literacy. We -- that is a resident service requirement, so that families that are in that particular property have to attend those types of programming. We also have computer literacy. We also have other resident services such as Kids' Cafe different things like that. So it's really a mixture. And it also depends on what the state is requiring as far as those wraparound services for residents.

GAMEZ: I just wanted to say, I grew up on (indiscernible).

MINOTT: Okay. Okay.

GAMEZ: With that Hollar Gardens Apartments. Those are the ones west of where I

grew up. And so I had a lot of friends that grew up there, and they're still friends of mine. And I always thought those units were kept up nicely. They were clean. We played a lot of ball there --

MAYOR RODRIGUEZ: Pope Francis.

GAMEZ: -- broke windows and stuff, but nevertheless, got chased around. But we had a great time. And I think this is good that it's happening. I think that it's going to continue to do what it's always done, provide housing for people who need it, but at a greater scale, and I welcome this development. I think it's great. My issues would be the traffic, if anything, and the parking situation for the people that live there. It might be self-sustaining. I don't know. Those are issues that maybe aren't issues, but just concerns. Again, I really do appreciate this. And it kind of tears me up a little bit because what I grew up with, it's all going to be gone, but it's new, so that's cool. That's fine. And so I welcome that, big time. Thank you so much.

MAYOR RODRIGUEZ: Thank you. Anyone on this side?

ERIVES: I just have a question. Sorry. I know you speak housing, but when you say those letters, LIHTC, I'm assuming that's a tax credit?

CHAVIRA: Yes.

ERIVES: And I heard -- they speak a little bit more of that. So can you explain to me, you said the people that live there now have the option of coming back and signing up to be -- to live there. In the meantime, where do they go?

MINOTT: So typically when we do relocation, we have a relocation plan. Typically, when we have to demo a property, we place families temporarily in a neighboring property that we manage. So it may be Avondale. It may be -- we have a couple of properties in Avondale. We have different partnerships. We want to keep them close to where they're at, because obviously they may have school ---

ERIVES: That was one -- yeah. Uh-huh.

MINOTT: -- medical, or those types of things. And we fall into that. We've handled that appropriately. If there isn't something that meets the family's need because it may be size, maybe it's, you know, other extenuating circumstances, we do have some other

housing options.

ERIVES: So they -- they're -- they go. And what about like, pack -- I mean, I'm just literally thinking of a senora, a woman, right? And she -- she's elderly. Is there assistance to help her pack up the stuff and to physically move her? I don't want anyone hurt, and, you know, just kind of like, oh, I broke my arm when I was moving heavy boxes, and so I wasn't sure if there -- so there's support for that.

Okay. So then you said those, those families, if they choose to, they can come back, but you also said they were going to almost double in size, so additional people can come in to live. Do I have to have a voucher, or a Section 8 voucher, for that? Or again, can my daughter say, oh, there's now some new apartments in. Maybe I qualify based on the requirements. Or, like, can you explain that next part?

MINOTT: Yes, yes. Thank you for your question. Thank you. So let me go back. So the families that are going to have to temporarily relocate, as part of the relocation plan, we're required to provide them the moving services. So what we offer is the moving services; pack, move, whatever. That's part of what we're going to do in that process. So no one that has maybe -- they have a cast on their hand, and they can't pack, then we take care of things like that. So there's a whole process that goes along with that. In terms of families that have a voucher, so the property currently has assistance on it. So you can't add a Section 8 voucher with project-based assistance, right? Because that would be dual subsidy. So you can't have both.

Now, potentially, what would happen is if we're going to increase it to 100 units, 45 would have the assistance. So the 30 percent. But families that maybe have a Section 8 voucher, or they income qualify, because under the tax credit eligibility they have to income qualify, right? They have to be under a certain income level.

They could use their Section 8 voucher at the property, as long as it's not -- as long as it doesn't have subsidy already on it, on that unit, right? So if we have 100 units, 45 have subsidy on it, the other 55 would be able to use a Section 8 voucher on it.

The other folks that maybe don't have a Section 8 voucher, as long as they income qualify, they could still be able to -- be able to -- be eligible for that unit, even though it

is a lower rent cost. So. Okay.

CHAVIRA: I'm sorry, I forgot one question I meant to ask is that historically there has not been management there on the property. Would there be now then management on the property and maintenance? Yes? Terrific. Thank you.

DAVIS: I've got a bunch of things (indiscernible).

[LAUGHTER]

DAVIS: You mentioned qualifying income. What is that?

MINOTT: That's a great question. And I don't memorize those charts. Because it's also based upon how many -- how many household members you have. It's a whole chart that it comes with the state. I don't have those memorized because I would have to go through each bedroom size and each set aside that's part of the tax credit property program.

DAVIS: Families that are (indiscernible) that help them with going to school (indiscernible).

MINOTT: Agreed. Right, right. And then right when school starts. Right. Depending on the timing of the development. So we do offer services, and it is somewhat limited. So we have moving, we have transfer fees, we have utility, you know, transfer fees, different things like that that we take care of. But as far as travel to a particular school, if you will, because they had to be temporarily displaced. That is not something that we typically take care of. Okay.

DAVIS: If I can (indiscernible) senior center (indiscernible)

MINOTT: Uh-huh.

DAVIS: It's wonderful.

MINOTT: Right.

DAVIS: I would have the same concern with them being able to get to the senior center. And you know, that socialization is very important for seniors. Okay. And you also mentioned amenities. What amenities are -- is this property going to have?

MINOTT: So we would include -- some of our modern properties include a dishwasher. They would include a garbage disposal --

MAYOR RODRIGUEZ: (Indiscernible)

MINOTT: Okay. Okay. So you know, there's certain -- with the property that it exists now, there are certain things that it just doesn't have that we would consider, why is this not in the -- why is this not in the unit? So you know, dishwashers, ceiling fan, different things like that. Obviously, new light fixtures.

DAVIS: (Indiscernible)

MINOTT: Correct.

DAVIS: And (indiscernible)

MINOTT: Correct. Yeah. We're not going to do a splash spot, but it would have like a playground. That's something that the property doesn't have. So it would have those types of outdoor amenities.

MAYOR RODRIGUEZ: Jason?

EARP: Thank you. Mayor, Vice Mayor. I can't take the credit. Randy thought of this, but it's something we could think about if this comes to fruition, is potentially putting that as part of our Lyft and Uber destination. Or -- and/or -- I can't speak for -- for George, but you know, our vans going out of the city to pick up seniors.

DAVIS: (Indiscernible)

MAYOR RODRIGUEZ: (Indiscernible) There's going to be a waiting list for these units. Do you go to a county waiting list, or are you going to give Tolleson residents an opportunity, and have a local waiting list here?

MINOTT: Great question. So all of our -- the waiting list for this particular property is currently open now. So there is a waiting list, because there is a federal requirement that has to take place because of that -- the subsidy that's on it. For the subsidized units. Those units that don't have subsidy, like that are just tax credit, right, like we talked about the 55, those don't have a waiting list. Those are just, you know, you come out to the property management and you say do you have any available units, that type of thing. So yes, there is a waiting list for the affordable side, but for those that are not, it -- there's a, you know, first come, first served.

DAVIS: Can we designate those to the community? Is that possible?

MINOTT: It's possible when we go into the application process, there are certain things that we can do as far as set aside. So maybe there is a -- excuse me -- there is a point system for seniors, if you're going to serve those types of populations. So that is something that we could consider. Yeah.

MAYOR RODRIGUEZ: How about for Section 8?

MINOTT: Yeah. So there'll be some -- certain requirements for ADA units. There has to be a certain percentage of that. So we'll have to have that included in that proposal for that development. Yeah.

MAYOR RODRIGUEZ: (Indiscernible). Well, I didn't grow up on 8, but I grew up with a bunch of friends that grew up in these projects.

MINOTT: Okay.

MAYOR RODRIGUEZ: And so I can tell you I often (indiscernible) my knees on that turf out there many times, playing basketball. But I think it's time for some modernization. I mean, the units have been there. I'm a big masonry guy, I like block. I'll admit it. Bullets can't penetrate through them. Just saying.

[LAUGHTER]

MAYOR RODRIGUEZ: Plywood and chicken wire look kind of bad. But that's the construction model that we have here in Arizona. Tornadoes and that kind of stuff. But I think it's time for modernization. Honestly, the need has grown. Initially, the service that we provided for 45 families. We're on pace to double it at 100 new ones.

MINOTT: Uh-huh.

MAYOR RODRIGUEZ: Which I don't think is a crazy ask.

MINOTT: Uh-huh.

MAYOR RODRIGUEZ: Well, (indiscernible) is on the property.

MINOTT: Right.

MAYOR RODRIGUEZ: And it's in a sense, self-contained.

MINOTT: Uh-huh.

MAYOR RODRIGUEZ: So I think we do (indiscernible). I really do. And so with that being said, I want to thank you for your presentation.

MINOTT: Thank you.

MAYOR RODRIGUEZ: I look forward to seeing some renderings of what the --

MINOTT: Uh-huh.

MAYOR RODRIGUEZ: -- Tolleson development will look like because right now it's theoretical.

MINOTT: Uh-huh.

MAYOR RODRIGUEZ: You see what other things have happened in other cities.

MINOTT: Right.

MAYOR RODRIGUEZ: But as we move closer to Tolleson, and the design starts, I would love to see a follow up to that.

MINOTT: Of course.

MAYOR RODRIGUEZ: And maybe that's something we can do here locally. And then, also, I just want to reiterate, it's very critical for us for a six-foot mile city that Tolleson is prominent as a name.

MINOTT: Okay.

MAYOR RODRIGUEZ: And so, you know, if there's any way that Tolleson can be tied into it, I think, it would be beyond awesome.

MINOTT: Yes, sir. Okay.

MAYOR RODRIGUEZ: Vice Mayor?

DAVIS: And if there's some space for a mural somewhere on there or some artwork, we're never going to shy away from that. If there's no other --- was there other questions?

MAYOR RODRIGUEZ: No, I'm just -- I was making sure nobody else questions.

DAVIS: Can I make a motion to adopt resolution number 2633?

MAYOR RODRIGUEZ: I will now entertain a motion. Vice Mayor has made a motion --

ERIVES: Second.

MAYOR RODRIGUEZ: -- to adopt. We have a second by, was it Cruzita, or was it -- Clorinda. By Councilwoman Erives. We have a first. We have a second. All those in favor signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: Those opposed? Awesome. Motion passes. And good luck on the petition. You got the 500,000 and 100,000, so hopefully it puts us in a pretty good competitive place.

MINOTT: Thank you, sir. Appreciate it.

MAYOR RODRIGUEZ: All right. We're going to move on to item number two. This is to adopt, deny resolution number 2634. This is Jason's walk-up clap.

[LAUGHTER]

MAYOR RODRIGUEZ: For the Mayor, City Council from the City of Tolleson, Arizona, authorizing the sale of the City parcel number 102-48-263, located at the northeast corner of 91st Avenue and Van Buren Street to Schultz 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. Mr. Jason Earp, Development Services Director, you have the floor, sir.

EARP: Thank you. Mayor. Vice Mayor, Members of Council. First of all, this is a step forward to something that the City has been wanting, the community has been wanting it awhile. Myself, with our team, certainly Jon Paladini, has helped put this together tonight. And they're also on virtually, if there's any questions for them, but I'll just kind of go over some highlights. It would be the sale of the northeast corner of 91st and Van Buren. We're selling it for \$1 million.

Some of the requirements for this development, it has to be a minimum of 15-year lease. It has to include a grocery store that has a minimum of 30,000 square feet. They have a due diligence time. They're working with someone now, but that would be nine months. And for some reason, if in that time, whether it's nine months or even shorter, they cannot fulfill that that requirement, then the property reverts back to us, and then we can move on looking for someone else.

But we think, and another important aspect of this, if they do move forward, they build a beautiful plaza area with a grocery store, and other stores around it, and in two years

they want to sell it, we have first right of refusal to purchase it and own it for as long as the City would want to own that.

So we make sure to put a lot things in place to make sure that we're protected, that this property is just not bought and then developed into something else. And if, Jon, you want to add anything else to that, that's kind of the gist of the --

MAYOR RODRIGUEZ: Let me mention that --

MINOTT: Oh, go ahead. Mayor.

MAYOR RODRIGUEZ: Question is this. It's zoned commercial, but it has to be a grocery store of at least 30,000 square feet that would be built on?

EARP: That is correct.

MAYOR RODRIGUEZ: No commercial development without our approval can be built there?

PALADINI: Right, the, Mayor and Council, the current purchase agreement will be followed up at some point during the escrow by a development agreement. It's required in the purchase-and-sale agreement, but there'll be basically a deed restriction that requires that the property be used for at least a 30,000-square foot grocery store. As the primary tenant or occupier of the property, there's a likelihood that there'll be some other ancillary shops and maybe a restaurant pad or fast food pad or something like that that goes along with it.

I think the other thing that the buyer-slash-developer is going to be obligated to do is -- is fix that big drainage hole, you know, that's going to -- that's there, you know, so that's why the cost is a little bit less than appraised. But when you look at sort of the engineering that needs to go into the property to make it usable, it, you know, we're pretty -- what was what's the word? Satisfied with purchase price, and then the -- for the long term return on investment.

EARP: Jon, I just need a small correction because of that -- what's there is -- it comes off of 91st Avenue, has nothing to do with the project actually. So we're going to use other CIP funds --

PALADINI: Okay.

EARP: -- to move that off of it. So that would be our responsibility. But under another fund because that's drainage from 91st Avenue, not from the actual property.

PALADINI: The only other -- not the only other thing, but what you will see, I think, in two weeks is bringing to you a zoning, or amendment to the core zoning code that allows -- because right now it doesn't allow for 30,000 square feet for a grocery store. So there'll be a code amendment that will create an exception to that for a grocery store purpose.

So you know, unless you want it to be, you know, another 30,000 square foot sort of box stores. But the kind of thought -- the thought was is to allow for 30,000 square foot grocery store in the core zone. And I think our thinking is that if and when this one goes in, you probably won't see another one for a while.

MAYOR RODRIGUEZ: In our core zone, is there any other lot -- building that size?

EARP: Potentially the southwest corner of Van Buren.

PALADINI: And you know, again, getting a little bit ahead. But, you know, developers can always cobble together multiple parcels, and you know -- so it's always possible, I think. So that's why we're going to do it sort of strategically to allow for, you know, a 30,000-square foot grocery store. And by the way, a 30,000 square foot, I think the agreement says it -- that's the retail space. So if you talk about like the back areas, offices, that's an addition too. So that's a pretty good size full-service grocery store. Yeah.

EARP: That's pretty much it. Obviously staff is recommending this, and hopefully sometime in the near future, we have a grocery store.

MAYOR RODRIGUEZ: Well, this is -- this obviously has been a lot of work, just making -- I know Jason has seen, Reyes and other management folks have done amazing work and going out there and marketing this site. Our developers also has done a great job, and you know, we're not quite there yet, but this is a major step in that direction. So you know, I think it's -- it's a good step. And then they're going to pay us for it. You said a million dollars?

EARP: Yes. For the property. Yes.

MAYOR RODRIGUEZ: (indiscernible), so I think it's a good idea.

ERIVES: When you mentioned -- thank you, Mayor. When you mentioned the million, can you just tell me again, you said if in nine months they don't get a --

EARP: Yes.

ERIVES: -- it returns back to us?

EARP: So they have an initial --

ERIVES: Do we have to pay them back the million? Do we have to refund them?

PALADINI: No, no, because it will be -- it will still be an escrow. So -- and there's an extension period of the escrow. So right now we're anticipating nine months. I think they have an extension up to another six months after that. So you know, just to lock down a tenant, you know, a grocery store tenant and then -- and then once they do that, then they close escrow, then then that's when the purchase proceeds come to the city.

ERIVES: I just wanted to make sure that we looked, but we really didn't find anything. And so we --

PALADINI: Just be clear the agreement allows either party, the city, or -- as a seller and the buyer/developer to cancel the escrow up to that time period, if for some reason can't accomplish what we're trying to accomplish. Because the whole goal of across the street is to get that grocery store.

MAYOR RODRIGUEZ: Attorney and staff have done an amazing job of putting together a contract that protects the city, and that's a perfect example of how it's doing that. But any other questions? Yes, please.

DAVIS: I think this is a great step forward being out there, you know, talking to the community lately this, still, one of the number one asks of our community, so -- and our -- our residents deserve equitable access to food. So if we can -- all food, you know ---

MAYOR RODRIGUEZ: Fruits and vegetables.

DAVIS: Good food. You know, not fast food, not McDonald's. Sorry, McDonald's
[LAUGHTER]

DAVIS: (indiscernible) guardrails, safe, it'll help. (Indiscernible)

MAYOR RODRIGUEZ: And this is (indiscernible) talking about this great development that's coming down the road. There's a lot of pieces that have to fall into place, but this is a very significant first piece. So the work that's gone into it is also very significant. So again, I just want to reiterate my thank you for staff's efforts, and continued commitment to an ongoing goal to get where we need to be, and -- somebody talking? (Indiscernible) did they want to speak? I don't have any questions. I just have a lot of gratitude at this point. So any other questions?

All right. Well, funny enough, I will entertain a motion.

GAMEZ: (Indiscernible)

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

DAVIS: Second.

MAYOR RODRIGUEZ: We have a second by Vice Mayor Davis. All those in favor of approving this item, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed? Okay, Clerk, motion passes unanimously. We are going to move on to Work Study, and so, Jason, thank you very much. Are you --

EARP: Thank you mayor.

MAYOR RODRIGUEZ: So just because we want to be efficient, I don't want Jason to walk all the way back. Stay where you're at. This is a Work Study and presentation for discussion only. This is city owned property update. And guess who's going to be presenting? Our Development Services Director, Jason Earp.

EARP: Thank you. Mayor. So this is an overview of the properties that the city owns. I know a couple of the councilmembers have -- am I hitting the wrong one? The big -- the big button, right. Oh, whoa, whoa, whoa.

[LAUGHTER]

EARP: Any questions?

[LAUGHTER]

EARP: So these properties -- there's about 11 properties. We're going to discuss the

current status, identify development opportunities, and then receive Council direction. And just wanted to let you know, also, we have Ruby Arvizu, from our department here taking notes, so if anything that's said, we're -- I know it's recorded, but you never know. I want to make sure we capture everything that's -- that's said.

MAYOR RODRIGUEZ: Who?

EARP: What was that ? Arvizu. Ruby Arvizu.

MAYOR RODRIGUEZ: Arvizu?

EARP: Yep. So this is kind of an overview of our 11 properties that we own. And we'll get a closer look at them. The ones -- the ones in red are still in escrow. So they're officially not ours yet. But those were approved by Council, and we're working towards those. But we'll also go over those as well.

So we might as well start off with the -- the biggest one which we dub the Pit. It's undeveloped property. There's certain things we could do. We talked about them earlier with Noel's, and also the county's, you know, build to rent or lease to own housing, for sale, residential. Obviously, that would be market driven. Or public parks-slash- recreation or all the above. You know, so this is one of the ones that we're here to tonight to get feedback from Mayor and Council on what you want to look for it, look at in this area.

So this is kind of just a description or shows where it's at, Villa del Verde.

MAYOR RODRIGUEZ: My perspective, earlier when I was talking about purchasable condos, this is a property that comes to mind. I like the idea of incorporating a park and maybe putting the condos on the edge side of it. And then, this is also where our trail system -- is going to -- it's going to border this property, so we can tie in the trail system into it. But I would love to see condos that young, or anybody can purchase. But particularly young folks coming out of Tolleson can buy as a first home, as a starter home, as they build up their income to be able to do something more significant, like build a -- buy -- buy a bigger home. But this parcel has amazing opportunities for a pond, a fishing pond. It's got access to the canal right there. (Indiscernible). Stuff like that. Nothing too crazy, like I wouldn't want to see Workforce here. It'd be

more of a passive. But of course, the housing, I think, is critical. And maybe the parking and rest stop area for some of the homeowners we have, (indiscernible). But that's what I would like to see.

DAVIS: I agree. My doctor told me recently that he was (indiscernible) find that out there.

[LAUGHTER]

DAVIS: But I do think that's a great spot for some type of mixed use with -- with parks. And you know, I think I think a pond would really be great. And condos would be amazing more. But condos that you can purchase, not -- not rent.

MAYOR RODRIGUEZ: Yes?

CHAVIRA: Thank you. I also love that idea. I think that would be great to have some condos, to have a pond, to have the dog park, a walking space. It can be integrated into our multimodal project that's coming through. All great ideas. Love it. I think I would like to see us have perhaps a town hall at some point and talk to the community that lives in that area and get some ideas to what they might like to see. By then, we're going to have the aquatic center coming up and have it all work together. Awesome. I love it. Yeah.

MAYOR RODRIGUEZ: (Indiscernible). Maybe 5th Avenue and Van Buren. And Del Valle.

CHAVIRA: Yeah.

MAYOR RODRIGUEZ: I mean, it's small enough to where you're not going to have a huge traffic flow so you can have your units, but not so many that it becomes scrappy.

CHAVIRA: Right.

MAYOR RODRIGUEZ: -- when you're leaving every morning before work.

CHAVIRA: Right. Yeah.

DAVIS: It would be wonderful if (indiscernible)

MAYOR RODRIGUEZ: (indiscernible)

ERIVES: Out on the rocky modal?

DAVIS: Once the trail ends, you know, the lakes, their little park where you can exercise some more.

EARP: Okay. Thank you. Mayor, Vice Mayor, we were taking notes, and we'll come back with something on all these properties that we talk about. Thank you.

9101 West Pierce. This is the one that was just approved last Council meeting. Still going through escrow now, but it has two properties 6,500 each, so about 13,000 total. Things that can go in there. It's core. So it's commercial office, residential, entertainment. Retail, residential. Yeah. Right there. It's right off of 91st Avenue. Infill housing. We've been talking about houses -- it's a theme tonight, I guess. So that could be -- it could be residential over retail. I think that was brought up also and -- or standalone retail. So those are some options for that lots. And we're open to any suggestions Mayor and council has.

GAMEZ: Mr. Mayor -- oh go ahead, sir.

LABORIN: Yes.

DAVIS: Yes.

[LAUGHTER]

DAVIS: I think in many of these spaces, if we can, because with such a huge housing shortage, I think we should always look at commercial and-- and retail. I mean, you know what I'm saying? Commercial on the bottom and residential on top. I think that's a good option for many of these.

MAYOR RODRIGUEZ: I will add that I think parking needs to be thought of before we put in retail. We have a situation, as you all aware of, where we have a great store, and a lot of complaints from the neighbors because people are parking in front of their house. And so that might be a good opportunity for us to have a small parking lot to service the retail portion on the frontage.

DAVIS: I think there is a parking lot already like a block away, isn't there? From there -- isn't like the one by Circle K? Isn't that --

MAYOR RODRIGUEZ: It's a walk.

CHAVIRA: It's a walk.

[CROSS TALK]

DAVIS: The one that goes to the church?

MAYOR RODRIGUEZ: Yeah. That's the church one.

DAVIS: Yeah.

UNIDENTIFIED SPEAKER 6: Thank you, Mr. Mayor, members of council, just to give you a brief history on this parcel. We've had two different groups over the years. It's been a very long time that have approached us. The first one was Dairy Queen. That never came to fruition. We were very excited about it. And then, a --like a, what would you call it, a miniature golf facility that would have had a snack bar and stuff.

So there's been interest in the past. Hopefully with the increased traffic, and the more development around Tolleson, we can attract -- I think we all agree, like, we've been after residential over retail for years, and the one to the south of Van Buren sets the precedent. I'd love to see more up and down the core. This is a great opportunity for that as well.

MAYOR RODRIGUEZ: (Indiscernible).

ERIVES: (Indiscernible) so that's how her house was before, too, right?

MAYOR RODRIGUEZ: Yeah.

ERIVES: Yeah. You had said. Yeah. Something like that. Yeah.

EARP: Thank you, Mayor. 9213 - 9215 West Polk. Again, about almost 14,000 square feet. We're already moving towards. This is the old, sorry, Andretti's -- Aldretti's (ph.) Aldretti's. So we're moving forward towards infill housing. I had a conversation -- oh, she left, with Noel about this. So we're working on this. It just makes sense because it's housing all along Polk Street. So we're looking at -- the only question I have for Council is would you like to single lots or would there, duplex?

CHAVIRA: Tiny homes?

MAYOR RODRIGUEZ: I would like, I would like a single-family home on each lot.

DAVIS: I would disagree. I think if we have the opportunity to be flexible or something like that. I know I used to flex that the owner had (indiscernible) on one side and then --

CHAVIRA: Uh-huh.

DAVIS: -- pretty messed in the middle of the (indiscernible) It had plenty of parking. It

didn't really disrupt the rest of the neighborhood. So like those options would be great, if it's diversified, if we'll have an option.

EARP: Thank you, Vice Mayor. So the biggest difference obviously you have two single detached family homes. It's two families, for the most part. Duplex, fourplex, if you go up, you can add more residential that way. So it was just a conversation we had internally just wondering, you know, thoughts from Council.

MAYOR RODRIGUEZ: Do we have any bites on it.

EARP: No, no. We would -- we had to go out and solicit for whatever council decides they would like to see there.

CHAVIRA: My street. You know, but I'm not opposed to a duplex or a triplex or maybe some -- I'm sorry, townhouse style. If we have an issue with seniors that don't have an affordable place to live, maybe that's the way to go. I think just having a residential development would make us all happy on the street, as opposed to a commercial business. So whatever that may be, and what serves the community best, for me, that would be great. But I think if we -- the more people we can serve, if we can serve, maybe some seniors, that would be terrific. Yeah.

MAYOR RODRIGUEZ: (Indiscernible)

EARP: Yeah, yeah. There's several things we could do, and that's one of them, RFP, RFQ, and/or working with a nonprofit to do some infill housing or whatever that looks like. After we get feedback from council, then we'll go back and kind of do our homework, and then I would assume, come back and, you know, we can -- we put feelers out there between Noel and I on the housing part and see what -- what best fits there and who wants to -- it's all market driven, right? So.

ERIVES: For that same property, I don't know. I think we have talked about, like, if you did senior housing -- but you're so close to Van Buren, could we also add like a walkable path that they could go from that neighborhood area down towards Van Buren? So then once they're there -- I think of like schools, right? When we talked about different buildings and an apartment complex, if there was a gate so that they could walk to the school to make it walkable.

But if it were to come down right to -- to Van Buren, now, if it's a senior complex that has a senior area, right, for homes, then they could, like, walk to Van Buren. Once you're on Van Buren, you can go to the restaurants. You can go walk to different places. Sometimes there's a church.

MAYOR RODRIGUEZ: (Indiscernible)

ERIVES: We own that. Right. So that could be a -- I'm just thinking, if you're -- that way, you don't have to go all the way around. It's a walkable park for that facility.

CHAVIRA: I would, you know, I would think about security for -- if it was seniors as an example that we would want to make sure that they're secure. And I think a gate to Van Buren would be great. But that's also going to be a parking area. So we'd have to see how we could make that work. Yeah.

EARP: 9258 West Van Buren. We're calling it -- right now we're just calling it Tolleson Community-slash-event center. We don't know exactly what. That's the former call to care property that we bought off -- on Van Buren, to host city and community events meeting space and regional events. Lately, we've been having Congresswoman Grijalva and others. And you know, you see, sometimes it gets pretty packed in our area. Now, this will be definitely a much bigger spot for -- to host those kind of things and anything from quinceaneras, anything that we could think of potentially needing space.

And we have a bunch of ideas flowing, but we -- we still wanted to ask you and your thoughts on that. Potential expanded programing and rentals. That's what I was talking about. But just to kind of give you a picture, that's where it's at in the lot to the -- to the west we purchased, so then that would be incorporated parking as well for the river.

DAVIS: (Indiscernible) most especially (indiscernible).

MAYOR RODRIGUEZ: (Indiscernible) outside of all of the uses would be awesome (indiscernible) small businesses incubator for culinary arts, if we have a kitchen and its different (indiscernible) small businesses that we provide an office space, conference room, and they all have offices. But the idea is that you could get them, so they go big enough to have their own corporate rooms.

CHAVIRA: We use the space that's farther down on Van Buren for that and separate the

two. Because I do like the idea of having a place to have your quinceañera and your anniversary and things like that. I think the community would all benefit from that and like that, especially if residents get a, you know, a sliding scale fee perhaps on using the space, but maybe we do that incubator and that I can't remember what we're calling it. It's across from -- oh, okay.

DAVIS: Having been in that quarter space over there, I think that's a great use of that space --

CHAVIRA: Right.

DAVIS: Pretty big. It's pretty open. And then there's another side space that the building is kind of divided into two sections, if I remember correctly. (Indiscernible). But for this one --

CHAVIRA: Yeah.

DAVIS: -- one other thing that I need to mention. Mayor pointed it out to me. The side of this wall here is a huge white canvas that needs a mural. So we need to figure out how to make that happen.

[LAUGHTER]

MAYOR RODRIGUEZ: Sorry, guys.

[LAUGHTER]

MAYOR RODRIGUEZ: The idea is that could be a studio for residential students at Arizona State. You come down and do a community project --

CHAVIRA: Yeah.

MAYOR RODRIGUEZ: -- for a semester. And so basically you need to be artists that are developing their own artistic reality, and they can become, or get those studios on their own. But just another idea. It doesn't have to be business or culinary. It also be artists, or people that --

CHAVIRA: Yeah.

MAYOR RODRIGUEZ: -- they can do projects at the high school and elementary schools.

DAVIS: I think that it might be appealing.

[LAUGHTER]

MAYOR RODRIGUEZ: That's why I didn't want to bring it up.

CHAVIRA: I like it.

MAYOR RODRIGUEZ: Just another just another idea. I mean, whatever sticks and whatever the -- whatever the market is calling for. But who has a question? Pilar? Go ahead, Pilar.

SINAWI: Yes, thank you. Mayor, Members of Council. As you're talking about the incubator space, I know that that the Parks and Recreation Center does already have, like a community kitchen. And now that we've been able to move the programing over to the after -- on the site, to the Tolleson Elementary School District, I think that, you know, those ideas of bringing in students and colleges, that facility may lend itself for that also.

MAYOR RODRIGUEZ: (Indiscernible).

EARP: These are -- this is one of the ones that we already are moving towards, the old gas station right next to the property we were just talking to. We're -- some of our businesses downtown are busy, especially on the weekends. And they need parking support, parking. And so we're in design now of a parking. It's not going to just be a parking spot. It's going to be what our engineer calls a fancy parking, whatever that means. But just to make it more amenable, you know, nicer than your paved parking lot, so hopefully fit the area. And just so you guys --

DAVIS: (Indiscernible).

EARP: Yeah, we've been discussing that in length, so --

DAVIS: (Indiscernible).

EARP: Yeah. So talking with the Deputy City Manager, she's been really pushing for this, and we've been doing a lot of research with traffic engineers with the -- I won't think of the name of it, MUT -- anyways, the manual uniform for traffic control for streets and highways. Unfortunately, we're not going to be able to get a -- it brings more liability on us if we put a crosswalk, because in reality, no matter what, even if we flash it, it's two lines, it provides security for someone, it doesn't fit in the -- in the basically engineering of it.

But another idea that our City Manager and deputy city manager had that we're really looking at is doing some closing off -- well, we're already going to close off some of the driveways because there's too many driveways. Again, that's a safety issue, for not only pedestrians but also traffic, is some kind of wall that we quoted the fact that Las Vegas that will direct them. Not a small wall where they're just going to jump over and still walk across the street, direct them to the -- either of the two crosswalks there.

DAVIS: (Indiscernible).

EARP: Definitely want to match our esthetics. Yeah. For sure.

ERIVES: You don't have it marked in yellow, but we own the property where the restrooms are?

EARP: Yeah, that's going to be part of the -- the parking. Yeah.

ERIVES: Oh, is that part of your presentation, too?

EARP: Yeah. Well, it's just part of the parking that we're going to knock down that little wall, and most of the ADA will -- parking will be there. One for the community center and then two to use the existing crosswalk that's right there already. And then ,they can move across to the either the two restaurants they want, may want to go there.

ERIVES: Any plans for the restrooms to be open?

EARP: We have plans to build the restrooms, actually. We finally found the original developer of that -- McNeel Park, doesn't have any restrooms. So in speaking with our -- with Randy Babchuk every time we have events, you know, we bring in Jay Johns anyway. We don't open those. It's been a hassle right there. I think just because of the area it's in. So we keep them closed. But most of the time, majority of the time --

UNIDENTIFIED SPEAKER 7: Yeah, Mayor, Members of the Council, we just find all kinds of drug paraphernalia when we leave it open, we found, and it's just a hazard because kids after school want to go and use the restrooms. And if there's that kind of stuff being left in there, we'd rather not leave it open, and we just lock it up.

Now, when there's a special event where someone asks they're going to be using the place, we'll go up and make sure, open it up, lock it -- clean it, and then come back and lock it up when the event is done. So I know they've done a couple toy drives there at

the place this past year and we've done that. So but other than that, we don't leave it open.

EARP: And so we'll, we'll work with that and rent Jay Johns or anything for events like that. But we use the McNeel Park, not only residents, but also for I'm assuming, T-ball and that kind of thing. So little kids, they got to go to the restroom, and there's no restrooms. There's no restrooms there right now.

DAVIS: Those are like modulars?

EARP: Yeah. Yeah. They're modular.

MAYOR RODRIGUEZ: I like the idea of parking lot because it serves the needs of (indiscernible) a parking lot's not going to help break out. Again, if it's a good fit for us, you know the property, we can (indiscernible).

EARP: Understood.

MAYOR RODRIGUEZ: (Indiscernible).

CHAVIRA: That would be nice too.

MAYOR RODRIGUEZ: But the fact that it's a parking lot, it's got a lot of flexibility.

CHAVIRA: Right.

EARP: 91st Avenue, Northeast and Southwest corners. Goes without saying, we approved a PSA today. We're working on a grocery store development on the northeast corner. The southwest corner, we're pretty confident once the grocery store comes in, that's just going to activate that corner. And that's also core commercial office, residential, entertainment. And so we'll look to do the same kind of things, residential, hopefully commercial, and then residential above that, or anything that might come we kind of will bring, hopefully, multiple things to council for that.

DAVIS: (Indiscernible) these are things that (indiscernible)

EARP: Sure. Sure.

DAVIS: (Indiscernible)

MAYOR RODRIGUEZ: Agree.

DAVIS: (Indiscernible)

EARP: Aquatics center site, seven acres. One of the best decisions we ever made about

moving it here. We are coming to Council pretty soon. We're working with our procurement officer. We're doing a change order, if you will, or for economy of scale reasons, we're going to do the retail that we talked about whenever we started talking about this spot, because it definitely has enough room to put multiple suite up front and plenty of parking for both. So interestingly enough, word got out. And so we already have someone that's interested in. It'll only fit one drive through to where it is, but then we'll have other -- other suites for other retail. But we already have someone interested and ready to go as soon as that's built and hopefully sign there.

So it is bringing a lot of excitement already, even though it's -- it's not even complete yet but --

DAVIS: Dairy Queen?

[LAUGHTER]

EARP: I'll tell you -- I'll tell you, we were working with Dairy Queen very closely. But that's the aquatic center. Anybody has any questions? Here's one of the ones that maybe have out of sight, out of mind. 83rd Avenue and Buckeye. It's approximately six acres. It's zoned I-1. This is the one we purchased from the County. So I just -- throwing out different ideas, you could have retail on the frontage, light industrial on the back. Potentially attract I-1 user for e-commerce.

Now we own it so we can control what kind of I-1 goes there, if it goes. Or it could be all retail. But that's going to be market driven. We found out over the years that when it's too deep, it's hard to get all retail. And in this picture I'll actually give you a perfect example, even though they kind of frustrated me. Farmer Boys on the bottom corner in Phoenix. So they put on the corner there retail, and then they have a like a light office industrial behind it. That's something I could see probably fitting there. So you'll have the retail kind of covering that part of it. But then we diversify our revenues by having two -- two types of businesses there.

DAVIS: (Indiscernible) but this particular thing is like an incubator for small shops that have space where they, like, share. (Indiscernible).

EARP: Definitely. As we all know, we're -- it's perfect. That's why we're talking about

e-commerce a lot. We have 95 percent built out, right. So we've been buying up some of these properties because we have to, and then to maximize revenue, we're trying different ways to bring in that one would be something like that behind an actual retail spot. So yeah.

MAYOR RODRIGUEZ: E-commerce would be amazing. Yes, Pilar?

SINAWI: Mayor, Members of Council, also an idea. I think I've shared just with everyone already that my daughter is playing club volleyball, and I never realized how much money goes into hosting tournaments. Just the sheer volume of teams that are played to play at a facility. I think Randy shared with me that teams are paying about \$900 a team to show up to a facility to play. And depending on how many games you can host at the same time, multiply that by 20, 30 teams at a time, and that's just on one weekend. And then, these tournaments are held, you know, the majority of the time. There's opportunity, you know, for it to be an opportunity for the city to, you know, have a return on their investment to eventually get the money back in that investment.

And there's flexibility for you know, some kind of indoor court facilities. That would be not only, you know, volleyball, but basketball, whatever is indoor. But there's a very high demand for club. And there is nothing in the West Valley right now. The closest thing we have is the Avondale Sports Complex, and it's small inside. That's more recreational. We have the recreational already with our parks and recreation department, but this could be an opportunity on the club side to be able to bring in a lot of revenue and the potential to, you know, bring a lot of people into the community as well.

GAMEZ: That could support the retail on the frontage.

DAVIS: (Indiscernible), but it's just crazy. So there is a high demand for that, that type of use. So.

MAYOR RODRIGUEZ: I like that idea also for -- to repurpose the current warehouse.

DAVIS: Yeah. Yeah.

MAYOR RODRIGUEZ: We have a warehouse that goes under, and it's not getting used.

We can repurpose that too.

ERIVES: Right. Temporary too. Doesn't always have to be permanent.

[CROSS TALK]

DAVIS: Volleyball, soccer --

ERIVES: Uh-huh.

DAVIS: Sports are (indiscernible)

ERIVES: And indoor because it's hot.

EARP: Thank you, Mayor, council. So the next one is 9360. Saguaro Manufacturing is what we call it next Tomales Guadalajara, the one we talked about earlier, your incubator. I think Councilmember Chavita brought it up. It could be a retail development opportunity. And help the Van Buren corridor revitalization. It is about 5,000 square feet. It's broken out like that. Once we get it, we'll make it one lot, but, yeah, this could be a lot of different things. We actually already have because, you know, people hear these things. Well, it came to council, so we already have someone that wants to sell home furnishings, like a home goods there. I've heard anything from -- yeah, so there's -- there's all there's already interest in it. So it'll be interesting to see once we actually own it, you know, and do some cleanup and then put it out, see what comes back. But I don't know if you have any questions on that one.

MAYOR RODRIGUEZ: (Indiscernible) they saw the sign?

EARP: Correct.

UNIDENTIFIED SPEAKER 7: (Indiscernible) Manufacturing?

EARP: No, it was just called Saguaro Manufacturing, the old -- that's what it was called. No, this was just to be just strictly home goods sales. I'm just giving an example of someone that's already reached out to me.

DAVIS: (Indiscernible)

[LAUGHTER]

DAVIS: But yeah, I think (indiscernible)

MAYOR RODRIGUEZ: Yes, Linda?

LABORIN: When I was in North Carolina in October, my daughter-in-law took me to this

one. It was a shopping center, and the stores started closing down. So she took me into this one -- one area there where they had like a sales, different, different things on certain days. They had everything for a dollar. Another day they had \$5 items. You know, everybody would bring in stuff that they wanted to sell. And on another day they had furniture, sofas and stuff like that. New. Not used. New, new equipment. And she says that they made money every single day. There were people lined up to go into that thing.

MAYOR RODRIGUEZ: Do you remember the name of it?

LABORIN: I'm sorry.

MAYOR RODRIGUEZ: You remember the name of it?

LABORIN: It didn't have a name. It was in the shopping center where -- where a big store used to be at. And there were buildings, you know, around it, restaurants and everything. But that one place I'm going, like, this is like a warehouse sale, like Amazon. They had a lot of stuff in there from Amazon. And it was crazy. It was crazy. People were -- carts full of stuff, you know, to go check out. And it didn't -- I don't think they had -- they had the checkouts and it wasn't anything fancy, just very plain. But they got a lot of people into that store. If you knew the days that they were going to be selling stuff. Hats, pants, shoes, everything. Everything was in there. It was crazy.

EARP: Some of these last ones are 9353 West Van Buren. Fixations is in the front. We have, we're developing a lease, as we speak, for the back piece and to be announced soon.

MAYOR RODRIGUEZ: That's three, by the way. That's strike three, buddy.

[LAUGHTER]

ERIVES: It's been barbecue. It's been Beanie Express ---

MAYOR RODRIGUEZ: It's been a lot things.

ERIVES: It's just like --

MAYOR RODRIGUEZ: It's all food.

EARP: So that's the property. We've done a lot of work. We redid the outside seating area covered in the back. If you remember, the barbecue was. We're doing some more

this week. And eventually, probably next fiscal year, we'll be looking at paving the parking lot. So right now it's mill -- millings. But yeah. So we're excited that that one will be filled as well.

And then, the last one, 9205 West Van Buren Street, a Ahuevo Cafe . They've been doing very, very good. They met -- we met with them about three weeks ago. They're ready to expand. So we took the building, chief building official, looking how they can expand into the parking lot in the back. Because I guess in their weekends, they're about two- hour waits. And so they're trying to look for two things. They need more kitchen space, for sure. And then they need, not only sitting, but they want to put some large parties back there. And because right now they have to put them in the center of it. And when it comes with large parties, they tend to stay a little longer. And when you already have two-hour waits, it's tough to get people in and out.

So it's definitely a good thing. When they first came, I knew the concept would work because it was just different. But yeah, it's not what I expected. It's amazing. And they're doing a great job. And very good tenants.

MAYOR RODRIGUEZ: Can you expand (indiscernible)

EARP: Yep. So if you see, like, the red car, the white car. So they can go back so many feet. I mean they can go back further, but --

MAYOR RODRIGUEZ: (indiscernible)

EARP: Yeah. So right now all their employees park in the back. Yep. So anyway, that that was the last of it, but we thank you, Mayor, Vice Mayor, Members of Council. We took notes. So on various ones, we'll be coming back to you and then we'll look at bringing the core -- the definition core, what's allowed there and what -- and we have our own ideas and staff of what needs to be changed or what's outdated. And we'll bring those up then.

MAYOR RODRIGUEZ: Councilmember?

GAMEZ: Jason, did you ever consider maybe you did looking at the property, the RID property, I mean, that's there. It's probably the only thing we don't own in that area. And it's -- it's next to the aquatic center. It's next to Happy Town. It's next --

MAYOR RODRIGUEZ: (Indiscernible)

GAMEZ: Yeah. Well, you said it. That's just something to consider.

EARP: Yeah, we've considered it. We've even got an appraisal on it. We've talked to the -- I don't know if he's president or what his title is. Director. Obviously, they're -- the RID canal is there, right next to it. It's not ideal that they want to move. They did at least tell us, well, do you have a spot for us, kind of thing. Nothing set in stone. And then I don't know if there's anything we can do, as far as condemnation or not, but I'll leave that for Jon to answer. But we definitely looked into it. We approached them about it. It was at first a hard no. Now it's like, well, do you have another area we could go to. So we're working on that.

MAYOR RODRIGUEZ: Jason, this is a good opportunity. We keep the faith a lot (indiscernible) there's those smaller wins (indiscernible).

EARP: Sure.

MAYOR RODRIGUEZ: (Indiscernible) Honestly, I'm excited. I'm excited. (Indiscernible). And I'm excited to hear that we have potential users of Saguaro. Fixation (indiscernible)

EARP: The old Saguaro manufacturing.

MAYOR RODRIGUEZ: Trying to figure out what I'm going to ask you about tomorrow. So that's good. Interest is growing. The population is growing. The core is becoming that much more popular with the Ahuevo and other restaurants in there. So that's going to be more attention, and hopefully more interest. So thank you very much.

EARP: Thank you, Mayor.

CHAVIRA: Thank you, Jason.

MAYOR RODRIGUEZ: Thank you, Mayor.

MAYOR RODRIGUEZ: Let's grab him back his chair. Okay. We're going to move on to L, which is Community Events coming up. So I'm going to kick it over to Parks and Recreation Director Babchuk.

BABCHUK: Thank you. Mayor, Members of the Council. Just want to kind of give you an update on our past third Friday, which happened this past Friday. We had a great showing. It was -- the theme of it was celebrating Black History Month. We had a group

of Kawambe Omowale, the African drummers and dancers come out. Did an amazing job. Just how they presented themselves, and -- and their culture was amazing.

And then we had Backdoor Funk, who just killed the show. They just -- I mean, they had people going, and just invited everybody out to dance. And I think this is one of the ones that, I mean, every walks of life came out and danced. I mean, the dance floor was -- was packed the whole time. So it was a really good turnout.

Plenty of food vendors. And I think adding more food vendors helped out. I mean, pizza was all packed. It was Lent Friday, so everyone was there, but we had plenty of food to go around, so it definitely was well received.

Our next third Friday is March 20th, and we're incorporating our Easter event with that, and we're working with the VFW and Theo (ph.) with that. So we'll have a good combination. Easter Bunny will be out there giving out goodie bags and taking pictures with the families, and then looking at booking El Regreso for our entertainment.

MAYOR RODRIGUEZ: Comments? Questions? Jason, you have the floor.

EARP: Thank you, Mayor, Vice Mayor, Members of Council. I just also want to remind you this Thursday is Tarleton (ph.) Talks. I will have canjo. (ph.) We have the -- the SBA coming out, talking about how to open a business, small business association. We also have Arizona at Works coming and talking about employment, how residents can find employment. And then, we'll also have Dress for Success out there. So if someone is in need of either a suit, or a nice dress, or something for an interview, they'll be out there to discuss what they do and donate clothing to people that need something to wear.

MAYOR RODRIGUEZ: You had a question, Vice Mayor.

DAVIS: I just wanted to commend the staff who put together the third Friday entertainment. I thought I thought it was exceptional. It was perfect for Black History Month. It was very culturally appropriate. So great job. Just great job to your staff for putting that together and highlighting, you know, various cultures, because I think that that is one of the, you know, main tenets of TIA is highlighting art and culture. So good job.

BABCHUK: Thank you, Vice Mayor.

MAYOR RODRIGUEZ: (Indiscernible)

DAVIS: (Indiscernible)

[LAUGHTER]

BABCHUK: You did a good job, Vice Mayor.

MAYOR RODRIGUEZ: (Indiscernible) Pilar?

SINAWI: Mayor, members of council, thank you. On that note, with the third Fridays, I think that it's been a phenomenal shift from the city, you know, to focus on the third Fridays, because it's allowed the opportunity to streamline even our special events, where we're able to, you know, really focus on TIA, yes, the culture and arts, but we're celebrating more cultures intentionally through our third Fridays.

I know, like, one of the bigger changes this year, you know, will be in the fall with the third Fridays, like having our Veterans Day be part of the third Fridays. It's going to allow, you know, just a lot of pros, as far as like having our veterans have a night to celebrate with their families. It'll be dedicated to them. And then, instead of doing our Veterans Day during the day, they'll have the flexibility to go other places because I know that they've always been torn.

So the third Fridays has really allowed, you know, the opportunity for us to even celebrate more while streamlining our events. So it was a great move on the council's part, and Randy and his team.

ERIVES: I just wanted to say Third Friday was fantastic, exceptional, phenomenal, like you all had mentioned. I had a particular family who came up. We were talking. Because of the Third Fridays -- they're not residents of Tolleson. They just -- their daughter loves music. And so as different bands have been coming to perform, she's excited, she's dancing, she's loving the music. The families, they come from the State of Washington, so they come down during winter time. She says they're not snowbirds, they're rain birds. So they get a lot of rain over there. So they come here to the dry. But she just said that she felt so welcomed within our community, that their daughter has made new friends, and that the dancing, and then just bringing the different types of music. So the daughter loves all kinds of music. Love her.

So she's like rocking and rolling, and yet she's -- she's dancing to cumbia. She's learning all these different cultures while she comes to dance. And I know why we're here, right? We love Tolleson. But it was so beautiful to hear a family that kind of wants to adopt Tolleson and part -- be part of that family that comes out because of Third Fridays.

So it was a really great to hear that. So great job, staff, because again, they -- they -- they're ready for the next one. They're ready for the next one. So thank you. Thank you. Yeah I'm ready for the next one too because the band was magnificent. They were, yes.

MAYOR RODRIGUEZ: Good. Well, that's all really good information. I look forward to the next one as well. We are going to now move into AM, which is our executive session. So now is the time for council to convene into executive session. We are asking members of the public and those that are not involved in this executive session, to please exit the meeting at this time. The only action item after the executive session will be to adjourn and go home. So thank you for coming. We will see you folks. And I'm going to call a five-minute recess.

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 24, 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 18, 2026 to March 17, 2026

MEETING DATE: March 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 18, 2026 to March 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 18 26 to 03 17 26 Claims and Bills Report

City of Tolleson**Checks Recorded****Check Dates: February 18, 2026 to March 17, 2026****PAYMENTS OVER \$10,000**

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CHASSE BUILDING TEAM INC	\$2,954,179.68	102146	03/10/2026
CHASSE BUILDING TEAM INC	\$1,922,499.47	102053	02/25/2026
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$400,000.00	186903	02/19/2026
FELIX CONSTRUCTION COMPANY	\$263,946.26	187176	03/16/2026
CITY OF PHOENIX	\$258,440.88	187045	03/03/2026
CITY OF PHOENIX	\$243,669.36	187136	03/11/2026
HAYDON BUILDING CORP	\$237,457.50	187177	03/16/2026
AZ MUNICIPAL RISK RETENTION POOL P & C	\$145,405.74	102139	03/10/2026
METRON FARNIER LLC	\$89,905.15	187036	03/02/2026
ASR CONSTRUCTION GROUP LLC	\$78,544.15	187170	03/16/2026
SALT RIVER PROJECT	\$71,498.74	102177	03/13/2026
CUMMINS INC	\$62,073.26	186968	02/25/2026
ARIZONA MACHINERY LLC	\$60,098.45	186939	02/19/2026
SAN TAN AUTO PARTNERS LLC	\$49,978.02	186935	02/19/2026
SAN TAN AUTO PARTNERS LLC	\$49,978.02	186935	02/19/2026
KIMLEY-HORN AND ASSOCIATES INC	\$48,507.44	102057	02/25/2026
MOTOROLA SOLUTIONS INC	\$47,628.00	102174	03/13/2026
LYFT, INC.	\$40,329.74	102019	02/19/2026
DBA CONSTRUCTION, INC.	\$37,778.95	187006	02/26/2026
MARICOPA COUNTY SHERIFF'S OFFICE	\$37,280.10	187120	03/09/2026
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$35,378.04	102142	03/10/2026
WESTERN ENVIRONMENTAL EQUIPMENT CO	\$35,224.60	187147	03/11/2026
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$33,825.19	102040	02/23/2026
SOLENIS LLC	\$33,470.64	102131	03/06/2026
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$30,096.44	102042	02/23/2026
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$29,911.51	102041	02/23/2026
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$28,879.57	102143	03/10/2026
ANCON MARINE	\$28,317.75	102161	03/13/2026
AZ MUNICIPAL RISK RETENTION POOL P & C	\$28,138.73	102139	03/10/2026
AZ MUNICIPAL RISK RETENTION POOL P & C	\$27,948.79	102139	03/10/2026
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$27,700.86	102043	02/23/2026
ARIZONA COMMERCIAL DIVING SERVICES INC	\$26,172.55	187169	03/16/2026
DBA CONSTRUCTION, INC.	\$23,429.10	187006	02/26/2026
WASTE CONNECTIONS OF ARIZONA	\$20,150.78	186997	02/25/2026
CITY OF PHOENIX	\$18,596.88	187105	03/09/2026
LEA-ARCHITECTS LLC	\$17,559.00	186920	02/19/2026
LIBERTY PROCESS EQUIPMENT INC	\$16,460.18	186981	02/25/2026
REVOLUTIONARY HR CONSULTING, LLC	\$16,255.00	186932	02/19/2026
PUREOPS LLC	\$15,922.88	186930	02/19/2026
SUNRISE ENGINEERING LLC	\$15,268.75	102152	03/10/2026
TA WELDING LLC	\$15,000.00	187069	03/04/2026
VEOLIA WTS SOLUTIONS USA INC	\$14,017.36	102097	03/03/2026
CITY OF TOLLESON-MEDICAL	\$12,853.20	102044	02/23/2026

MARICOPA COUNTY DEPARTMENT OF TRASPORTATION	\$12,500.00	187047	03/03/2026
MARICOPA COUNTY ANIMAL CARE CONTROL	\$12,111.54	186983	02/25/2026
ADAPTIVE ARCHITECTS INC	\$12,044.00	186948	02/25/2026
THE PARTY PEOPLE OF ARIZONA	\$11,892.29	187167	03/12/2026
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$11,750.00	187104	03/09/2026
VERIZON WIRELESS SERVICES LLC	\$11,566.96	187075	03/04/2026
LEA-ARCHITECTS LLC	\$11,173.90	186920	02/19/2026
DANIEL PENA	\$11,000.00	187031	03/02/2026
VAN LOON INDUSTRIES	\$10,534.75	187023	02/26/2026

CITY COUNCIL REPORT



SUBJECT: Pescaderia Mariscal Liquor License Application No. 380405, Series 10 – Beer and Wine Store

MEETING DATE: March 24, 2026

TO: Mayor and Council

FROM: Crystal Zamora, City Clerk

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The City Clerk’s Office is requesting approval of Arizona Department of Liquor Licenses and Control (DLLC) Liquor License Application No. 380405, Series 10 – Beer and Wine Store, as submitted by Danitzia Montijo Mariscal on behalf of Mariscal LLC for Pescaderia Mariscal located at 189 North 99th Avenue, Suite 105, Tolleson, Arizona 85353. A public hearing will be opened for public comment, if any.

BACKGROUND:

The applicant, Danitzia Montijo Mariscal, on behalf of Mariscal LLC, submitted a new Series 10 – Beer and Wine Store liquor license application to the Arizona Department of Liquor Licenses and Control. This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Pescaderia Mariscal is located at 189 North 99th Avenue, Suite 105, Tolleson, Arizona 85353. According to the application submitted to the State, the establishment will operate as a seafood market that sells sealed beer and wine products for off-sale only.

DISCUSSION:

As required by state law, the notice of application was posted at the business premises for the required period of time, which is a minimum of twenty (20) calendar days. The posting for this application occurred on March 3, 2026, announcing a City Council hearing date of March 24, 2026, as indicated in the posted notice.

To date, the City Clerk’s Office has not received any written protests or comments regarding this liquor license application. Approval of this item will forward the City of Tolleson’s recommendation to the Arizona Department of Liquor Licenses and Control for final consideration and possible issuance of the license.

BUDGET IMPACT:

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

RECOMMENDATION:

Staff recommends approval of Arizona Department of Liquor Licenses and Control Liquor License Application No. 380405.

ATTACHMENTS:

1. UNREDACTED PENDING 380405 - Packet

State of Arizona
Department of Liquor Licenses and Control

Created 02/20/2026 @ 10:53:33 AM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	PESCADERIA MARISCAL	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	189 N 99TH AVENUE STE 105 TOLLESON , AZ 85353 USA	
Mailing Address:		
Phone:	(623)226-0065	
Alt. Phone:		
Email:	PESCADERIAMARISCAL@GMAIL.COM	

AGENT

Name:	DANITZIA MONTIJO MARISCAL
Gender:	Female
Correspondence Address:	10306 W HESS STREET TOLLESON, AZ 85353 USA
Phone:	(623)226-0065
Alt. Phone:	(602)736-7170
Email:	PESCADERIAMARISCAL@GMAIL.COM

OWNER

Name:	MARISCAL LLC	60th 4-21-2026
Contact Name:	DANITZIA MONTIJO MARISCAL	
Type:	LIMITED LIABILITY COMPANY	
AZ CC File Number:	23807321	State of Incorporation: AZ
Incorporation Date:	03/31/2025	
Correspondence Address:	10306 W HESS STREET TOLLESON, AZ 85353 USA	
Phone:	(623)226-0065	
Alt. Phone:	(623)226-0065	
Email:	PESCADERIAMARISCAL@GMAIL.COM	

Officers / Stockholders

Name:
DANITZIA MARISCAL MONTIJO

Title:
Member

% Interest:
100.00

MARISCAL LLC - Member

Name: DANITZIA MARISCAL MONTIJO
Gender: Female
Correspondence Address: 10306 W HESS STREET
TOLLESON, AZ 85353
USA
Phone: (623)226-0065
Alt. Phone:
Email: PESCADERIAMARISCAL@GMAIL.COM

APPLICATION INFORMATION

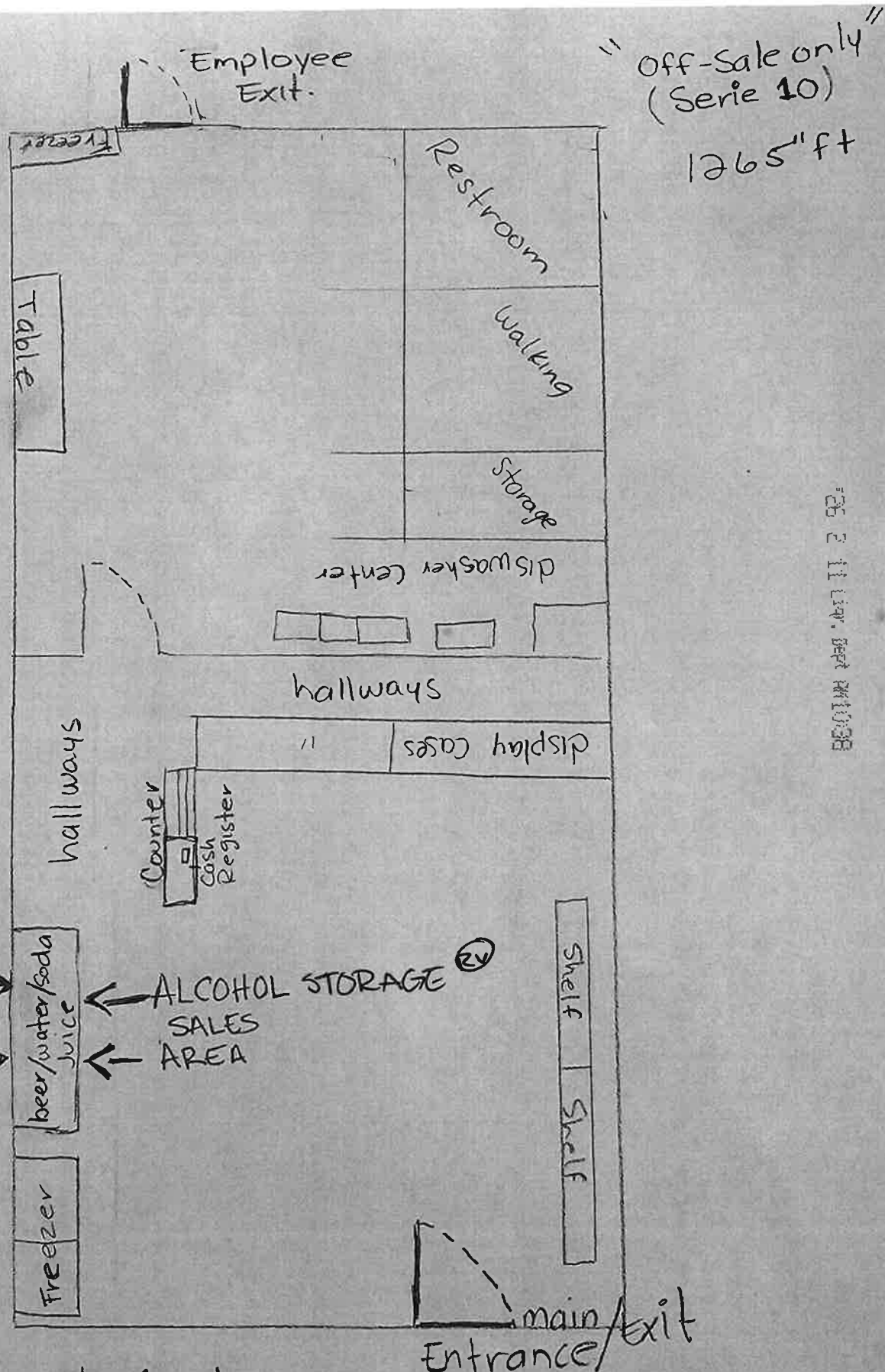
Application Number: 380405
Application Type: New Application
Created Date: 01/15/2026

RV

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
TOLLESON HIGH SCHOOL
9801 W VAN BUREN ST, TOLLESON, ARIZONA
528 SQ FT
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
02/01/2026



"Off-Sale only"
(Serie 10)
1265" ft

26 2 11 19. 08 PM 10:38

Pescaderia Mariscal
189 N 99th Suite 105
Tolleson AZ
Cp. 85353



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

DLLC USE ONLY

Job #:	380405
Date Accepted:	1-15-26
LC:	APForRV
License #	805-783

Personal Information Questionnaire

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

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

FP pending
805-783

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.
A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.
A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.
A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

AGENT CONTROLLING PERSON MANAGER

- Name: Mariscal Danitzia
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
- Are you a resident of Arizona? Yes No Date of residency: 01 / / 2018
- Email address: pescaderiamariscal@gmail.com
- Home Address: [REDACTED]
- Daytime phone #: 623-226-0065 Alternative phone #: 602-736-7170

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: _____
- Business Name (doing business as): Pescaderia Mariscal
- Business Address: 189 N. 99th Ste 105, Tolleson, Arizona
85353

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Danitzia Mariscal


SECTION 4 – BACKGROUND

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

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

SIGNATURE

I, (Print Full Name) Danitzia Mariscal hereby swear under penalty of perjury and in compliance with (2) and (3) that I have read and understand the foregoing and verify that the information that I have made herein are true and correct to the best of my knowledge.

Signature:  Date: 12/30/2025

Affidavit of Posting Liquor License

On March 3, 2026, I, Ken Hernandez, certify that the following Property was posted with the Liquor License request.

Property: Pescaderia Mariscal, 189 N 99th Ave #105, Tolleson Arizona 85353

K. Hernandez

Signature

Coming soon
PESCADERIA
MADISON

RESERVED
PARKING
3
HANDICAPPED
PLATE OR PERMIT
ONLY
VAN
ACCESSIBLE

RESERVED
PARKING
3
HANDICAPPED
PLATE OR PERMIT
ONLY

105

Coming Soon

State of Arizona
Department of Liquor Licenses and Control

Created 02/20/2026 @ 10:53:33 AM

Local Governing Body Report

LICENSE

Number: _____ Type: 010 BEER AND WINE STORE
Name: PESCADERIA MARISCAL
State: Pending
Issue Date: _____ Expiration Date: _____
Original Issue Date: _____
Location: 189 N 99TH AVENUE
STE 105
TOLLESON, AZ 85353
USA

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: MARCH 3, 2026

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

PLACE: TOLLESON CIVIC CENTER DATE/TIME: MARCH 24, 2026 AT 6:00 PM
HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (623) 936-7111

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789**

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: (623) 936-7111
POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE. STATE LIQUOR DEPT: (602) 542-9789

CITY COUNCIL REPORT



SUBJECT: Cooperative Purchasing Agreement with Logan Simpson Design Inc. for Professional Planning Services Related to the City's General Plan Update

MEETING DATE: March 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 a Cooperative Purchasing Agreement between the City of Tolleson and Logan Simpson Design Inc. to provide professional planning services related to the City's General Plan Update.

BACKGROUND:

Arizona law requires municipalities to periodically update their General Plans to guide long-term growth, land use, infrastructure planning, and community development. The City of Tolleson's General Plan Update will evaluate current conditions, establish community goals and policies, and provide a framework for future development and infrastructure decisions.

The proposed Cooperative Purchasing Agreement allows the City to utilize a competitively procured cooperative contract awarded by the City of Chandler for general plan update and comprehensive housing plan services. The cooperative contract permits use by other public agencies, including the City of Tolleson.

Logan Simpson Design Inc., an Arizona-based planning and design firm, will assist the City with the preparation of the General Plan Update, including project management, public engagement, technical analysis, drafting of the plan document, and presentation of the final plan for adoption.

DISCUSSION:

Under the agreement, Logan Simpson Design Inc. will provide professional planning services to support the development of the City's updated General Plan. The work will include project coordination, preparation of technical reports, development of draft plan documents, and facilitation of community engagement and stakeholder input.

The proposed scope of services includes several phases such as project management, public engagement, development of draft plan documents, and presentation of the final General Plan through the legislative process. The consultant will assist City staff in preparing the required statutory elements, coordinating public outreach, and presenting the final plan for consideration by the Planning and Zoning Commission and City Council.

The General Plan Update process is expected to take approximately 13 months and will involve collaboration

with City staff, advisory committees, and the community to ensure the plan reflects the City's long-term vision and planning priorities.

BUDGET IMPACT:

The City shall pay the Contractor an annual aggregate amount not to exceed \$250,000 for services provided under this Agreement. Funding for these services will be paid from the Development Services Department budget.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement between the City of Tolleson and Logan Simpson Design Inc. for professional planning services related to the City's General Plan Update and authorizing the City Manager to execute and deliver said Agreement.

ATTACHMENTS:

1. 03 24 26 DS - CPA - Logan Simpson Design Inc. - Ends 06 30 26

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
LOGAN SIMPSON DESIGN INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation, (the “City”), and LOGAN SIMPSON DESIGN 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.

RECITALS

A. After a competitive procurement process, the City of Chandler, an Arizona municipal corporation and Contractor entered into Contract No. DS5-918-4808, (collectively, the “Cooperative Contract”), for general plan update and comprehensive housing plan (“Services”). A copy of the Cooperative Contract is on file with the City Clerk’s office and is incorporated herein by reference.

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until June 30, 2026 (the “Term”) unless terminated as otherwise provided in this Agreement or the Cooperative Contract.

2. Scope of Work. Contractor shall provide to the City the Services under the terms and conditions of the Cooperative Contract and in the configuration set forth in the Proposal attached hereto as Exhibit A and incorporated herein by reference.

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

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

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

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

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the E-verify warranty, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer

sanctions laws referenced in the E-verify section. To the extent it is necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

14. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that

Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City’s action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

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

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

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

If to Contractor: Logan Simpson Design Inc.
 222 South Mill Avenue, Suite 222
 Tempe, Arizona 85281
 Attn: _____

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

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC
City Attorney

“Contractor”

Logan Simpson Design Inc.,
an Arizona corporation

By: _____
Name: _____
Its: _____

Date

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
LOGAN SIMPSON DESIGN INC.

[Proposal]

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



LOGAN SIMPSON

CITY OF TOLLESON GENERAL PLAN UPDATE



SCOPE & FEE SUBMITTED BY:
LOGAN SIMPSON DESIGN INC.

FEBRUARY 20, 2026

February 20, 2026

City of Tolleson

Attn: Chris Hamilton, P.E., City Engineer

Submitted via Email: chris.hamilton@tolleson.az.gov

RE: City of Tolleson General Plan Update

Dear Mr. Hamilton,

We are so appreciative that you reached out to us and we are pleased to submit our scope and fee proposal to partner with the City of Tolleson on your General Plan Update (GPU). Tolleson's unique role as a compact community and regional employment hub calls for a plan that is focused, practical, and deeply rooted in local character and heritage and our team is specifically built to deliver that type of plan.

Since 1990, Logan Simpson has helped communities across the Mountain West craft general, comprehensive, and subarea plans that are grounded in local values and are also realistic to implement. Logan Simpson's experiential-based design and planning philosophy is founded on our company's mission—**Working Together to Guide Responsible Change**. Logan Simpson's six offices, headquartered at 222 S. Mill Avenue, Suite 222 in Tempe, Arizona, bring together more than 185 staff members across four service lines: Community Planning, Landscape Architecture, Environmental Services, and Cultural Resources. Through more than three decades of work, our multidisciplinary team has built a reputation for combining **clear, visually engaging plans with collaborative, community-driven processes** that work for both small cities and large metros.

In addition to Logan Simpson's expertise, we have brought together two of our renowned teaming partners, each contributing unique skills and specialized knowledge to this effort and who were also part of the team that created your current general plan. Kimley-Horn offers a wealth of local, state, and national experience in transportation, water resources, and infrastructure planning and engineering. Elliott D. Pollack & Company, Arizona's premier real estate and economic consulting firm, brings their expertise in economic growth, market analysis, and housing. Logan Simpson has worked seamlessly and successfully with our teaming partners in the past and is excited to offer you our best compilation of experts. Our in house Logan Simpson team also includes Megan Moore, a land use planner with decades of experience across the Mountain West; Rodney Rivera-Rolon, our Spanish translator, and Laney Corey who will be our Assistant Project Manager and also led the City of Tolleson's last housing study with another firm.

We are a strong fit for Tolleson because we understand the dynamics of small cities that generate outsized economic activity and must carefully balance industrial and commercial growth with strong neighborhoods, services, and quality of life. Rather than repurposing a "big city" template, we will craft a GPU scaled to Tolleson that is clear, concise, and directly tied to the decisions your staff, boards, and elected officials make every day. Our team also brings extensive Arizona general plan experience and an unmatched record of award-winning work, resulting in plans that are visionary and implementable. We know how to align the GPU with Arizona statutes, build a plan that is graphically rich and easy to navigate, and connect long-term goals with day-to-day decision-making tools for staff and leadership.

Community engagement is at the heart of our approach, and we are especially well-suited to Tolleson's community. We design public involvement plans that go beyond minimum requirements by combining bilingual materials, Spanish-speaking facilitators, and dynamic participation tracking tools. Our outreach intentionally reaches youth, seniors, shift workers, non-English-speaking residents, and builds local champions through community advisory committees, listening sessions, and a community catalyst program.

We are also structured to reliably and flexibly deliver within a 13-month schedule. Our team will run engagement and plan development in parallel, starting with a clear kickoff, existing conditions work, and an adopted Public Involvement Plan, then moving into iterative drafts, the statutory 60-day review period, and final legislative hearings. Monthly in-person

coordination meetings and concise written progress updates will keep your team informed and confident, while proven tools for interactive document review and comment tracking will ensure a smooth path to City Council adoption by resolution.

Our planning philosophy is simple: **build trust through transparency, create plans that can be implemented, and elevate local voices throughout the process.** We are excited about the opportunity to **co-create** an award-winning, statutorily-compliant, and practical general plan with Tolleson that reflects your community's identity, supports continued economic success, and provides a clear roadmap for the next decade and beyond.

Thank you for considering our proposal. We look forward to the opportunity to collaborate with you on this important effort.

Respectfully submitted,



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CEO/Contract Manager
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TOLLESON GENERAL PLAN UPDATE SCOPE OF SERVICES

The Tolleson General Plan Update (GPU) will be completed in 13 months as outlined in the following four phases below.

The GPU is projected to be approved by City Council in March 2027 with the Final General Plan and all native files provided to City staff at the end of March 2027. The Tolleson GPU does not require voter ratification and will be effective upon City Council's approval by resolution.

PHASE 1 - PROJECT MANAGEMENT

This phase will span the entire process, beginning with preliminary administrative tasks and adoption of the statutorily required Public Involvement Plan (PIP). Monthly in-person coordination meetings will be held as needed throughout the duration of the project, and written progress reports will accompany monthly invoices.

1.1. Facilitate Preliminary Administrative Tasks

Preliminary administrative tasks include collecting and reviewing existing plans and data for a baseline platform, conducting a kickoff meeting with City staff to refine the process to set the project for success, and preparing an Existing Conditions Report as a springboard to the GPU.

1.1.A. Review General Plan and Background Materials

During this early timeframe, our team will hold collaborative discussions with City staff to identify the current plan's strengths and weaknesses and assess what aspects of its administration are working effectively, and which are not. Other important City policy documents will be reviewed at this time, along with necessary GIS data and other technical information. This task will coincide well into Task 3.1.a. where City staff and our team will audit the existing plan's goals and policies.

1.1.b. Hold City Staff Kickoff Meeting

The primary purpose of this meeting will be to introduce our team, including topical leads including our teaming partners, review City staff communication protocols, review/refine the project schedules, and obtain advice and ideas about the GPU. Our team will discuss initial goals and opportunities, data needs and acquisition, website development, and key inclusions in the Public Involvement Plan, including the makeup and frequency of meetings with the advisory committees and other community outreach meetings.

1.1.c. Draft Existing Conditions Report / Plan Outline

Our team will create a GIS base map illustrating the City's planning area, incorporated area, and any changes to the future planning area. The resulting base map will be utilized in the project to uniformly illustrate information related to existing conditions, future land uses, transportation, growth areas, public facilities, and other areas of focus. Our team will provide an Existing Conditions Report with a draft outline of the GPU. The report will provide an overview of existing conditions related to all topic areas of the GPU as well as identification of key takeaways. The plan outline will be designed to address the required statutory elements with emphasis on those topics that are of most importance to the City.

1.2. Draft the Public Involvement Plan (PIP)

This task will establish the project's community engagement approach and scope through a standalone written Public Involvement Plan (PIP). Based on City staff collaboration and feedback, our team will prepare an inclusive outreach program. A standalone PIP adopted by City Council will be drafted to meet state statutes and serve as an updateable living document throughout the process. Our engagement approach, which we call Co-creation, is designed to keep community members informed throughout the planning process, gather feedback at critical points, and create local champions or ambassadors. A participation tracking system is utilized to help us hear from a broad representative demographic, including residents, business owners, employees, elected and appointed officials, visitors to the area, community groups and non-profits, and other invested partners. The PIP will include strategies and techniques to engage under-represented communities, such as youth, minority, low-income, and non-English speaking groups. The PIP will be structured to meet the requirements of Arizona Revised Statutes for early and continuous public participation in the general plan process. The following list highlights several important components of the PIP.

- **Branding Suite.** Our team will collaborate with the City staff to create a unifying brand for the GPU. The intent is to build a unique and recognizable look with consistent messaging for the planning process and documents and meeting the City's branding standards. This branding suite will include templates for documents, maps, and printed

materials as well as wearable items and swag that the City can purchase to match the established and approved brand created.

- **In-Person Engagement.** The PIP will outline a suggested series of in-person engagement events such as drop-in events, public workshops, and educational public meetings with City boards.
- **Online Engagement.** The PIP will articulate online activities such as a project website, questionnaires, visual preference activities, and interactive community mapping to engage those unable to attend the meetings.
- **Outreach Material.** All engagement opportunities will be marketed through material that our team creates, and the City staff distributes to social media outlets, newsletter publications, and other venues.
- **Participation Tracking Suite.** Our team will develop a participation tracking tool that can quantify engagement based on key demographic and geographic factors. We will use this system to track participation from in-person events and online engagement to identify where we may need to pivot our approach to better engage underrepresented community members.
- **Bi-lingual Events and Materials.** To make engagement more inclusive, our team can host and facilitate events in Spanish and/or with Spanish interpretation available. All engagement notification materials will also be translated our team and distributed in both English and Spanish.
- **Underrepresented Groups.** Our team regularly works with government and public policy classes, older adults and seniors, student governments, and children in after school programs, and recreation programs, and summer camps to reach voices typically left behind in planning processes due to scheduling conflicts, mobility challenges, or a lack of childcare. To reduce these barriers, youth of all ages are welcome at our events, where we offer age-appropriate activities and exercises. When appropriate, our team can also work with local organizations to provide free childcare for participants and family-friendly spaces at community events. To support meaningful participation from seniors, we prioritize hosting events at accessible venues near transit or senior centers, offer materials in large-print formats, and use plain, easy-to-understand language in presentations and surveys.
- **Community Catalyst Program.** Key to engaging under-represented groups is identifying community champions or ambassadors who serve as trusted liaisons who can help connect the planning team with their networks. Throughout the process, our team will seek these co-creators and promote a Community Catalyst Program on the project website to support ongoing collaboration and outreach.

1.3. Launch Multi-lingual Project Website

Using the PublicInput platform, our team can create, host, and regularly update a dedicated, branded website where interested parties can obtain information, download documents, see future meeting dates and schedules, and sign up to get project updates. Additional information can be added to the website on a rolling basis throughout the project, such as draft documents as they are completed, embedded questionnaires, interactive mapping and document reviews, information about upcoming meetings, and meeting summaries. Content on the website can be viewed in a multitude of languages at the click of a button.

1.4. Hold Monthly Coordination Meetings and Prepare Progress Reports

For effective and regular communication, our team will set up recurring monthly coordination meetings with City staff. These meetings can be moved as needed and will provide a setting to gain feedback on the previous month's work and any in progress deliverables as well as discuss upcoming events. Communication via email, phone, and text will also occur with the City's Project Manager throughout the month. Our team will also provide monthly status updates in the form of written progress reports to articulate the percentage complete for each phase and task within the scope of services.

Phase 1 Deliverables and Meetings

- City Staff Kickoff Meeting (in person)
- Public Involvement Plan (PIP) (electronic)
- Existing Conditions Report (electronic)
- Multi-lingual Project Website (electronic)
- Monthly Coordination Meetings (virtual up to 11)
- Monthly Progress Reports (electronic up to 11)

PHASE 2 – PUBLIC ENGAGEMENT

This phase will cover half the planning process and overlap with Phase 3 General Plan Development so that community input and GPU are in concert and iterative and inclusive with many meaningful touchpoints for the community and important stakeholders.

2.1. Present at City Council Kickoff Meeting

Early City Council involvement and direction is critical for the success of the GPU. Our team will assist City staff in presenting in person at an initial kickoff meeting with City Council early in the project. At this meeting, we will review the project schedule and strategy for community engagement and ask for input and adoption of the PIP.

2.2. Present at Planning and Zoning (P&Z) Commission Kickoff Meeting

It is also important to involve the Planning and Zoning (P&Z) Commission as a planning and development advisory body early in the process. Our team will present in person at a P&Z Commission kickoff. This publicly noticed kickoff meeting will be designed to provide this body with education on the process as well as an opportunity to give input into the PIP adopted by City Council. Additionally, the timing of this meeting will coincide well with provision of an Existing Conditions Report and may include inclusion of an interactive live Menti Poll. This poll will be designed to derive input on the City's strengths, weaknesses, opportunities, and threats (SWOT) and will help drive the Community's Vision Statement or Thematic Aspirations.

2.3. Hold a Community Advisory Committee (CAC) Meetings

With City staff's direction, a CAC can be established. After the initial kickoff meetings, our team will host an in-person CAC kickoff meeting to educate members on the overall process and purpose of the general plan update. A similar live poll described in Task 2.2 can be utilized at this kickoff meeting. Two additional meetings will be held with the CAC during the process.

2.4. Hold Technical Advisory Committee (TAC) Meetings

Equally important in the development of a City's general plan is to involve the City's own functional experts. Therefore, early in the process an in-person kick-off meeting will be held with selected representatives of City departments to educate them on the process and garner input and direction. A similar live poll described in Task 2.2 can be utilized at this kickoff meeting and it is anticipated that this body will also be significantly involved in the plan audit described in Task 3.1a. Two additional meetings will be held with the TAC during the process.

2.5. Prepare Outreach Materials

Using the branding suite developed as part of the PIP, our team will create content to increase project awareness and encourage engagement. This may include postcards, flyers, newsletters, videos, radio, press releases, etc., to inform people about upcoming in-person and online public involvement opportunities throughout the process.

2.5.a. Prepare Bilingual Community Questionnaire

An initial online questionnaire will be launched to gain feedback and perspectives from the community at large on perceived strengths, weaknesses, opportunities, and threats (SWOT) associated with City growth and development. This questionnaire will be bilingual and promoted via social media as well as at the City Council and P&Z Commission kickoff meetings.

2.5.b. Prepare Bilingual Informational Brochure

Our team will prepare a full color, informational brochure with frequently asked questions (FAQs) about the GPU and post it to the project website in English and Spanish. The City staff can distribute this brochure on social media, City elists, and have hard copy available at public meetings and at strategic locations throughout the City.

2.6. Facilitate Public Meetings

Several types of public meetings will be held including in person drop in events, in person and virtual public workshops, and community listening sessions which can be held in person or virtually.

2.6.a. Hold Drop in Events

Our team will host informational booths at up to three in person drop in events, such as but not limited to City and school events at local destinations to community members in a casual and comfortable environment. Drop in event are key to the public's awareness and education of the GPU process. During these events, our team will promote the

community questionnaire or applicable upcoming events. For each drop-in event, our team will provide at least one staff member and will coordinate with the City to have a member of City staff at the event.

2.6.b. Conduct Public Workshops

Two in person workshops are anticipated to take place on two different days and times. The first workshop will focus on visioning and refining areas of change within the City. The second workshop will reconfirm feedback and focus on choices and priorities for land use scenarios as well as goals and policies. After each in person workshop series, a virtual workshop with identical content will be available on the project website. These workshops will be interactive with live polling, visual preference activities, digital mapping, and other interactive exercises. Each workshop will be designed with an orientation and overview presentation, along with interactive boards and/or small group exercises. To support inclusive participation, our team will provide a staff member fluent in Spanish to attend these workshops and directly engage Spanish-speaking community members, answer questions, and facilitate activities in Spanish.

2.6.c. Conduct Listening Sessions

Up to 16 listening sessions (one on one or group interviews) will be scheduled to discuss issues most important to the community, opportunities, and ideas to integrate into the GPU, and desired plan outcomes. Our team will work with the City staff to establish a list of people and entities to invite to these sessions, which can be virtual or as needed.

2.7. Provide a Public Participation Summary

This document provided at the end of this phase will be a visually appealing, graphically rich, public-facing summary of all community engagement activities. We anticipate posting it on the project website and utilizing it as a chapter to the GPU.

Phase 2 Deliverables and Meetings

- City Council Kickoff Meeting (in person)
- Planning and Zoning (P&Z) Commission Kickoff Meeting (in person)
- Bilingual Community Questionnaire (electronic)
- Bilingual Informational Brochure (electronic)
- Community Advisory Committee (CAC) Meetings (Up to 3, in person/hybrid)
- Technical Advisory Committee (TAC) Meetings (Up to 3, virtual)
- Visioning Workshops (two days in person, 1 virtual)
- Scenarios Workshops (two days in person, 1 virtual)
- Drop In Events (up to 3, in person)
- Listening Sessions (up to 16 hybrid)
- Public Participation Summary (electronic)

PHASE 3 - GENERAL PLAN DEVELOPMENT

Development of the GPU will run concurrently with the Public Engagement phase. This phase consists of a plan audit and crosswalk zoning analysis, providing working drafts, a first draft, and the statutorily required 60-day draft and distribution list.

3.1. Facilitate Plan Production

As the GPU is drafted, concurrent public and City staff input received can be reflected in the text and revised or confirmed essentially in real time or in short order.

3.1.a. Conduct Plan Audit and Crosswalk Analysis

An electronic plan audit will be conducted of the City's existing general plan to identify which goals and strategies (policies) should be carried forward in the GPU. The plan audit will be designed for input from City staff and the TAC. As part of the audit exercise, our team will also identify redundancies and best practices for consideration and will ask reviewers to consider incorporation of implementation actions into the GPU. This task will also include a separate crosswalk analysis of the current plans' future land use categories and the City's current zoning districts to understand which zoning districts fit into the future land use categories. The zoning ordinance will also be preliminarily evaluated for consistency with anticipated changes. Changes to any codes or regulations are not planned as part of this scope but could be highlighted as future implementation action items.

3.1.b. Produce Working Draft Chapters

The GPU will include elements required by Arizona Revised Statutes as well as the existing plan elements in the current general plan, but their organization will be determined by the plan outline approved by City staff and themes that arise during the public process. Generally speaking, the GPU will include an overview chapter, a chapter on community engagement, several element chapters with goals and policies, a chapter on implementation with either generalized or specific implementation actions, and several appendices. The GPU will be visually appealing and graphically rich. Regardless of structure, our team will stagger delivery of working draft chapters to City staff and TAC members for review and comment prior to compilation into a first full draft. It can be expected that these early working drafts will be loosely formatted and contain questions for both City staff and TAC members.

3.1.c. Produce First Draft General Plan

After our team receives comments back on working drafts, we will prepare an edited, one voice, and formatted first draft for a review by City staff, the TAC, and CAC prior to the 60-day Draft General Plan. This draft is typically provided in a Word format but in the Konveio platform for ease of review and complication of comments.

3.1.d. Produce 60-Day Draft General Plan

The 60-Day Draft is a statutory requirement with a mandated distribution list. It is during this time that plan drafting ceases, and the public at large has a chance to review the plan. Our team will create the 60-Day Draft which can remain in Word or be elevated into InDesign and the 60-day distribution list to include mandatory statutory reviewers and all community members engaged through the process. The 60 day draft will be posted on the project website in the Konveio platform, and the City staff will distribute notice of the 60-Day draft from a City email.

Phase 3 Deliverables and Meetings

- Plan Audit and Crosswalk Analysis (electronic)
- Working Drafts by Chapter (electronic)
- First Draft General Plan (electronic)
- 60-day Draft General Plan (electronic)

PHASE 4 - GENERAL PLAN PRESENTATION

This phase consists of preparing the final hearing draft and an executive summary as well as presentation of the GPU through the legislative process and provision of final documents.

4.1. Prepare Final Hearing Draft

After the 60-day public review period, our team will prepare the Hearing Draft. Our team will also provide a 60-Day comment spreadsheet identifying submitted comments and how each was addressed for City staff concurrence.

4.2. Prepare Executive Summary

Our team will prepare a separate executive summary of the GPU in a professional and visually appealing pamphlet format that includes the communities vision statement or aspirations, key goals, and the future land use map.

4.3. Present Final General Plan

Statutorily, the City must have one P&Z Commission Hearing for recommendation and one City Council Hearing for approval and adoption. Our team will be available to attend all hearings and will assist in presenting the final general plan with the City staff.

4.4. Provide Final Transmittal

After City Council approval by resolution, our team will provide a Final General Plan and all native files utilized in the process.

Phase 4 Deliverables and Meetings

- Final Hearing Draft (electronic)
- Executive Summary (electronic)
- P&Z Commission Hearing (in person)
- City Council Hearing (in person)
- Final General Plan (electronic)
- All Native Files (electronic)

Tolleson General Plan Update Fee Estimate		Logan Simpson		Subconsultants	Total
PHASES		Labor	Expense	Labor	
PHASE 1 - PROJECT MANAGEMENT					
1.1. Facilitate Preliminary Administrative Tasks		\$1,780	\$-	\$-	\$1,780
1.1.a. Review the General Plan and Background Materials		\$5,140	\$-	\$450	\$5,590
1.1.b. Hold City Staff Kickoff Meeting		\$1,090	\$29	\$900	\$2,019
1.1.c. Draft Existing Conditions Report / Plan Outline		\$17,480	\$-	\$32,400	\$49,880
1.2. Draft the Public Involvement Plan (PIP)		\$3,780	\$3,500	\$-	\$7,280
1.3. Launch Multi-lingual Project Website		\$3,140	\$-	\$-	\$3,140
1.4. Hold Monthly Coordination Meetings and Prepare Progress Reports		\$5,600	\$-	\$-	\$5,600
	Subtotal Phase 1	\$38,010	\$3,529	\$33,750	\$75,289
PHASE 2 - PUBLIC ENGAGEMENT					
2.1. Present at City Council Kickoff Meeting		\$2,010	\$29	\$-	\$2,039
2.2. Present at Planning and Zoning (P&Z) Commission Kickoff Meeting		\$2,010	\$29	\$-	\$2,039
2.3. Hold Community Advisory Committee (CAC) Meetings		\$8,440	\$87	\$-	\$8,527
2.4. Hold Technical Advisory Committee (TAC) Meetings		\$7,870	\$29	\$2,700	\$10,599
2.5. Prepare Outreach Materials		\$5,490	\$-	\$-	\$5,490
2.5.a. Prepare Bilingual Community Questionnaire		\$3,980	\$-	\$-	\$3,980
2.5.b. Prepare Bilingual Informational Brochure		\$2,320	\$-	\$-	\$2,320
2.6. Facilitate Public Meetings		\$2,180	\$-	\$-	\$2,180
2.6.a. Hold Drop In Events		\$6,050	\$87	\$-	\$6,137
2.6.b. Conduct Public Workshops		\$16,240	\$116	\$-	\$16,356
2.6.c. Conduct Listening Sessions		\$4,470	\$58	\$-	\$4,528
2.7. Provide a Public Participation Summary		\$5,120	\$-	\$-	\$5,120
	Subtotal Phase 2	\$66,180	\$435	\$2,700	\$69,315
PHASE 3 - GENERAL PLAN DEVELOPMENT					
3.1. Facilitate Plan Production		\$1,600	\$-	\$-	\$1,600
3.1.a. Conduct Plan Audit and Crosswalk Analysis		\$9,880	\$-	\$-	\$9,880
3.1.b. Produce Working Draft Chapters		\$25,440	\$-	\$14,400	\$39,840
3.1.c. Produce First Draft General Plan		\$11,900	\$-	\$-	\$11,900
3.1.d. Produce 60-Day Draft General Plan		\$6,790	\$-	\$-	\$6,790
	Subtotal Phase 3	\$55,610	\$-	\$14,400	\$70,010
PHASE 4 - GENERAL PLAN PRESENTATION					
4.1. Prepare Final Hearing Draft		\$2,210	\$-	\$-	\$2,210
4.2. Prepare Executive Summary		\$3,690	\$-	\$-	\$3,690
4.3. Present Final General Plan		\$3,560	\$58	\$-	\$3,618
4.4. Provide Final Transmittal		\$960	\$-	\$-	\$960
	Subtotal Phase 4	\$10,420	\$58	\$-	\$10,478
Totals		\$170,220	\$4,022	\$50,850	\$225,092

	2026											2027		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Tolleson General Plan Update Draft Schedule - 13 months														
PHASE 1 - PROJECT MANAGEMENT														
1.1. Facilitate Preliminary Administrative Tasks														
1.1.a. Review the General Plan and Background Materials														
1.1.b. Hold City Staff Kickoff Meeting	M1													
1.1.c. Draft Existing Conditions Report / Plan Outline			D3											
1.2. Draft the Public Involvement Plan (PIP)		D1												
1.3. Launch Multi-lingual Project Website		D2												
1.4. Hold Monthly Coordination Meetings and Prepare Progress Reports														
PHASE 2 - PUBLIC ENGAGEMENT														
2.1. Present at City Council Kickoff Meeting		M2												
2.2. Present at Planning and Zoning (P&Z) Commission Kickoff Meeting			M3											
2.3. Hold Community Advisory Committee (CAC) Meetings				M4		M7		M10						
2.4. Hold Technical Advisory Committee (TAC) Meetings				M5		M8		M11						
2.5. Prepare Outreach Materials														
2.5.a. Prepare Bilingual Community Questionnaire		D4												
2.5.b. Prepare Bilingual Informational Brochure		D5												
2.6. Facilitate Public Meetings														
2.6.a. Hold Drop In Events														
2.6.b. Conduct Public Workshops					M6		M9							
2.6.c. Conduct Listening Sessions														
2.7. Provide a Public Participation Summary								D9						
PHASE 3 - GENERAL PLAN DEVELOPMENT														
3.1. Facilitate Plan Production														
3.1.a. Conduct Plan Audit and Crosswalk Analysis				D6										
3.1.b. Produce Working Draft Chapters						D7								
3.1.c. Produce First Draft General Plan							D8							
3.1.d. Produce 60-Day Draft General Plan								D10						
PHASE 4 - GENERAL PLAN PRESENTATION														
4.1. Prepare Final Hearing Draft											D11			
4.2. Prepare Executive Summary												D12		
4.3. Present Final General Plan												M12	M13	
4.4. Provide Final Transmittal													D13/ D14	

Deliverables

- D1 - Public Involvement Plan (PIP) - electronic
- D2 - Multi-lingual Project Website Launch - electronic
- D3 - Existing Conditions Report - electronic
- D4 - Bilingual Community Questionnaire - electronic
- D5 - Bilingual Informational Brochure- electronic
- D6 - Public Participation Summary - electronic
- D6 - Plan Audit and Crosswalk Analysis- electronic
- D7 - Working Drafts by Chapter - electronic
- D8 - First Draft General Plan - electronic
- D9 - Public Participation Summary - electronic
- D10 - 60-Day Draft General Plan - electronic
- D11 - Final Hearing Draft- electronic
- D12 - Executive Summary - electronic
- D13 - Final General Plan - electronic
- D14 - All Native Files - electronic

Meetings

- M1 - City Staff Kickoff Meeting - in person
- M2 - City Council Kickoff Meeting - in person
- M3 - P&Z Commission Kickoff Meeting - in person
- M4 - CAC Kickoff Meeting 1 - in person
- M5 - TAC Kickoff Meeting 1 - in person
- M6 - Visioning Workshops - 2 in person / 1 virtual
- M7 - CAC Meeting 2 - in person
- M8 - TAC Meeting 2 - virtual
- M9- Scenario Workshops - 2 in person / 1 virtual
- M10 - CAC Meeting 3 - in person
- M11 - TAC Meeting 3 - virtual
- M12 - P&Z Commission Hearing - in person
- M13 -City Council Hearing - in person

CITY COUNCIL REPORT



SUBJECT: Professional Services Agreement with Atlantic Pacific Standard, LLC for Welding and Metal Fabrication Services

MEETING DATE: March 24, 2026

TO: Mayor and Council

FROM: Jamie McCracken, Utilities Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Professional Services Agreement between the City of Tolleson and Atlantic Pacific Standard, LLC for welding and metal fabrication services to be performed on an as-needed basis at various City facilities.

BACKGROUND:

The City of Tolleson issued Request for Proposals WW 25-02 seeking qualified vendors to provide professional welding services and related metal fabrication work. Atlantic Pacific Standard, LLC submitted a proposal in response to the RFP and was selected to provide these services to the City.

The services provided under this agreement will support the maintenance, repair, and fabrication needs of City infrastructure and equipment at various locations throughout the City.

DISCUSSION:

The proposed Professional Services Agreement will allow the City to obtain welding and metal fabrication services on an as-needed basis. These services may include fabrication, repair, and installation of metal components and equipment necessary for City operations and infrastructure maintenance.

The agreement will be effective upon execution and will remain in effect through April 1, 2027, with the option to automatically renew for up to four additional one-year terms unless otherwise terminated.

Compensation under the agreement will be based on the rates identified in the vendor's fee proposal and authorized through City purchase orders.

BUDGET IMPACT:

The agreement establishes an annual not-to-exceed amount of \$200,000 per fiscal year (July 1 – June 30) for welding and fabrication services.

RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement between the City of Tolleson and Atlantic Pacific Standard, LLC for welding and metal fabrication services and authorization for the City Manager to execute the Agreement.

ATTACHMENTS:

1. 03 24 26 UT - PSA - Atlantic Pacific Standard - End Date 04 01 31

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation (the “City”) and ATLANTIC PACIFIC STANDARD, LLC, an Arizona limited liability company (the “Vendor”), (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 for WW 25-02 (the “RFP”), attached hereto as Exhibit A, and incorporated herein by reference, from vendors for professional welding services.

B. The Vendor submitted a proposal in response to the RFP, attached hereto as Exhibit B, and incorporated herein by reference, and the City desires to enter into an Agreement with the Vendor to assist the City in providing welding equipment and services (the “Equipment and Services”).

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 Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the last date set forth below and shall remain in full force and effect until April 1, 2027 (the “Initial Term”) and shall automatically renew for up to four successive one-year terms (**each**, a “Renewal Term”), unless terminated as otherwise provided in this Agreement. The Initial Term and the Renewal Term are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Vendor shall provide the Equipment 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 Vendor a price not to exceed the amount designated in the Purchase Order or Authorization for Equipment and Services provided to Vendor for the Equipment and Services as set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference. The City’s payments to the Vendor shall not exceed an

aggregate amount of \$200,000.00 for each fiscal year, July 1st through June 30th, for the Equipment and Services.

4. Payments. The City shall pay the Vendor 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. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Equipment and Services to be performed under this Agreement. Vendor agrees to assign specific individuals to key positions. If deemed qualified, the Vendor is encouraged to hire City residents to fill vacant positions at all levels. Vendor agrees that, upon commencement of the Equipment and 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 Equipment and Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Equipment and Services than initially anticipated, Vendor 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 Vendor's performance. The Vendor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Vendor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Vendor. The City has no obligation to provide Vendor, 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 Vendor.

9. Performance Warranty. Vendor warrants that the Equipment 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 Vendor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to , arise out of, or are caused by the negligent acts, recklessness or intentional misconduct, errors, mistakes or

omissions, in connection with the delivery of goods, the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product included in this Agreement and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in materials or workmanship.

11. Insurance.

11.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, the minimum insurance set forth in this subsection 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, and 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 Vendor. 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 Vendor 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.

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.

e. Primary Insurance. Vendor'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 Vendor. Vendor 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. Vendor 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, Vendor shall execute written agreements with its subcontractors containing the indemnification provisions and insurance requirements set forth herein protecting the City and Vendor. Vendor 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, Vendor 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 Vendor'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 Equipment and Services and the City's acceptance of the Vendor'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 Vendor'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 this Agreement; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this 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; and (2) Vendor's insurance shall be primary insurance with respect to performance of this Agreement; and (3) a clear statement that 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 Vendor under this Agreement. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) 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. Vendor 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. Vendor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor’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 Vendor engages in any professional services or work in connection with performing the work under this Agreement, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Equipment and Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor 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 Equipment and Services, and the Vendor 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. Vendor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor'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, Vendor 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 any suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13. Termination; Cancellation.

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

13.2 For Cause. This Agreement may be terminated if either party fails to perform any obligation under this Agreement and such party fails to cure is non-performance with 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 120 days, unless specifically authorized, in writing, by the City Manager or authorized designee. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Vendor in the event that the Equipment and Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Vendor 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 Vendor 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 Vendor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is 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 Vendor an amount equal to 150% of the gratuity.

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

14. Miscellaneous.

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

14.2 Laws and Regulations. The Vendor 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 Vendor is responsible abides by and remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the services, including, but not limited to, 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 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 Vendor.

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 Vendor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Vendor 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 Vendor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Vendor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of this Agreement by Vendor.

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

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 provision of these Terms and Conditions or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

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 goods delivered and labor performed under this Agreement shall be free from all liens and, if the City requests, a formal release of all liens will be delivered to the City's Procurement Officer.

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 Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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

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:

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

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

If to Vendor: Atlantic Pacific Standard, LLC
5481 S. Beehive Avenue
Tucson, Arizona 85746
Attn: Mark Brownell

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

14.15 Confidentiality of Records. Vendor acknowledges that, in the performance of some services (including installation of materials), Vendor will be acquiring, using and adding to confidential information. "Confidential Information" includes, but is not limited to, the following types of information or other information of a similar nature, whether or not reduced to writing: (1) any information protected by applicable law from disclosure by the City; and (2) City's public infrastructure, public safety and proprietary materials to the extent not required to be disclosed pursuant to applicable law. The Vendor shall establish and maintain procedures and

controls that are acceptable to the City for the purpose of ensuring that Confidential Information and other 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 Vendor's duties under this Agreement. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under this Agreement. Vendor shall ensure its subcontractors are aware of and comply with this provision.

14.16 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the E-verify warranty, Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in the E-verify section. To the extent necessary for the City to audit Records as set forth in this subsection, Vendor 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 Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this section. The City shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor 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, Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Vendor'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. Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott" of goods and services from Israel, as that term is defined in A.R.S. § 35-393.

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

14.20 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 Vendor’s SOQ, the documents shall govern in the order listed herein.

14.21 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.

14.22 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 Vendor. Vendor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Equipment and 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 Vendor. 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 THE FOLLOWING PAGE(S).]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

“City”

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Vendor”

ATLANTIC PACIFIC STANDARD, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

Date

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC
(RFQ)

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

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC
(Proposal)

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

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC
(Scope of Work)

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

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
ATLANTIC PACIFIC STANDARD, LLC
(Fee Schedule + Fee Proposal)

See following pages.



Atlantic Pacific Standard

1/07/2026

3001 S 12th Ave, Unit 1
Tucson AZ 85713

To: City of Tolleson
Attn: Purchasing Dept.
Location: Citywide Welding Services

Scope of Work:

Atlantic Pacific Standard (APS) proposes to furnish materials, labor, and equipment for welding services as required for the City of Tolleson, AZ per the RFQ.

Atlantic Pacific Standard was founded in 2005 by Richard Otero. We have successfully performed General Engineering, Mechanical / Process Piping welding and structural fabrication projects throughout the Western States over the past 20 years. We utilize in-house fabrication and self-perform all of field welding services. We are currently Arizona Registrar of Contractors and hold ASME “U”, “R” and “S” certificates.

Licenses:

- KA Dual Engineering – ROC 331956
- A – General Engineering – ROC 329615
- C 4 – Boilers, Steam fitting and Process Piping – ROC 308273
- CR 39 – Air Conditioning and Refrigeration – ROC 342472
- CR 77 – Plumbing including Solar – ROC 336951
- CR 11 – Electrical – ROC 354504

Please review our fee structure below:

- 1) Shop drawings – if required would be on a per project basis, based on complexity.
- 2) Materials – cost of goods, plus a 12.5% mark-up
- 3) Consumables – are covered in our hourly fee
- 4) Shop fabrication services - \$105.00 / hr. Overtime rate - \$157.50/hr.
- 5) Field welding services – **Carbon Steel** - \$130.00/hr. Overtime rate - \$195.00/hr.
- Helpers - \$55.00/hr. Overtime rate - \$82.50
- 6) Field welding services – **Stainless steel / Aluminum** - \$155.00/hr.
- Helpers- \$55.00/hr. Overtime rate \$97.50/hr.
- 7) Equipment – Field Forklifts, Aerial Lifts (etc.) will be invoiced at cost plus 12.5% markup

Exclusions:

- Coring
- Hole Patching
- ICRA
- Floor Protection within patient areas
- Roofing Protection
- Temporary Lighting for other trades
- Test and balance or system calibration.
- Disinfection or treatment of domestic water

- All work not otherwise included in this proposal.
- Any start-up of any kind
- Valving operation
- Bond
- Contract Taxes
- Flooring and building protection.
- Final cleaning outside of APS scope of work areas
- Partition removal
- Chillers
- Pumps
- System air and water balancing
- Toilet and restroom accessories removal and placement
- Engineering
- Property Security
- Temporary facilities
- Maintenance
- Pump alignment
- Grouting
- Remediation
- Controls
- HVAC
- Excavation
- Overtime (other than if specifically mentioned above)
- Off hours (other than if specifically mentioned above)
- Backfill and compaction.
- Bell holes
- X-Ray welds and or pipe welding
- Buy American Act
- Buy America Act
- SWPPP
- Permits
- Parking Fees
- Pumps
- All controls

Terms and Conditions:

Any unforeseen issues encountered during the installation process will be communicated promptly, and additional costs, if any, will be discussed and agreed upon before proceeding.

Estimate Valid for 30 Days

We appreciate the opportunity and look forward to working with you on this project. Please don't hesitate to reach out with any questions or additional requirements.

Sincerely,

Mark Brownell
Estimator
Atlantic Pacific Standard
(520) 940-3321
markb@apsge.com

PAD Narrative

The Waverly

1st Submittal: January 22, 2026
2nd/Final Submittal: March 12, 2026

Prepared for:

DOMINIUM

Mark Lambing

9000 East Pima Center Parkway, Suite 350
Scottsdale, AZ 85258

Prepared by:

Berry Riddell LLC

Wendy Riddell, Esq.

Elyse DiMartino, Planner

6750 East Camelback Road, Suite 100
Scottsdale, Arizona 85251

REQUEST

The purpose of this request is to rezone an approximate 12.68-gross-acre (12.68 net acres) site located east of the southeast corner of 99th Avenue and Wolverine Way (the "Site") from I-1 (Light Industrial) to PAD (Planned Area Development) zoning. The Site located within the El Districto (Business District) of the 2024 General Plan. The intent of the applicant is to rezone this land to accommodate a multifamily development. The Site consists of a portion of APNs 101-04-009 and 101-04-973B, as shown in the context aerial below, and is currently undeveloped.

Context Aerial



SURROUNDING CONTEXT

The Site is currently vacant, undeveloped land with no significant natural features or major changes in grade. Historically, the site was used for agricultural purposes which ceased in 2019. The Site is currently zoned I-1 (Light Industrial) and is within the El Districto (Business District) of the 2024 General Plan.

To the north of the Site is Tolleson Union High School District Office, a city park, multi-family residential (zoned C-2), and commercial land uses (zoned C-2). To the south is Harrison Street with vacant industrially zoned land beyond. The land to the east was recently rezoned to C-2 as well but is currently undeveloped.

DEVELOPMENT PLAN

Proposed is a 323-dwelling unit multi-family residential community on 12.68-gross-acres (12.68 net acres) of undeveloped land (25.48 dwelling units per gross acre). The development plan includes a mix of two-, three-, and four-bedroom apartments distributed across five buildings with a proposed building height of 48 feet (4-stories). However, due to parapets and materials used to screen rooftop equipment, elevator overruns, and stair towers that provide rooftop access, the proposed maximum height is 57 feet. The proposed development is compatible and supportive of the existing and proposed surrounding land uses.

The site layout is organized to include a central amenity core featuring a clubhouse with fitness center, swimming pool, and dedicated play areas. The internal circulation is supported by well-defined roadways with the primary ingress/egress along Wolverine Way and a secondary access point along Harrison Street, both of which have gated entries. A total of 594 parking spaces are provided, which includes 26 accessible parking spaces.

The architectural character will include simple, contemporary design features and elements. Architectural embellishments and details will include textural changes, offsets, recesses, variations in window sizes and locations, the use of multiple colors. Further, a rhythm and pattern of windows and other features define the position of each floor through horizontal expression lines and balconies.





The development incorporates open space and landscaping throughout, including buffers along the property lines to ease the transition between land uses. Further, 10.9% (approximately 59,988 square feet) of the Site’s acreage is dedicated for usable open space. Drought tolerant landscaping will be provided to improve water conservation on the Site.

PERMITTED USES

The intent is to develop the site with multi-family residential uses. The permitted uses in the PAD are limited to Section 12-4-21, the multi-family zoning district in the Tolleson Zoning Code. Planning staff may issue interpretations for land uses analogous to those listed in Section 12-4-21. Any use not permitted by this PAD is prohibited.

DEVELOPMENT STANDARDS

The proposed development standards are based upon the multi-family zoning district, R-2, of the Tolleson Zoning Code with modifications where appropriate to accommodate the existing building. Development standards not noted in this PAD will comply with the Tolleson Zoning Code. The following development standards are proposed for the Site.

Proposed Development Standards	
Max Density	26 du/ gross acre
Max Height	4-Stories or 57 feet, inclusive of parapets and materials used to screen roof top equipment, elevator overruns, and stair towers that provide rooftop access
Max Lot Coverage	40%
Minimum Building Setbacks	
-Front	10 feet
- Sides	10 feet
- Rear	20 feet

Minimum Open Space	7%
--------------------	----

CONCLUSION

The purpose of this request is to seek a rezoning for 12.68 gross acres located east of the southeast corner of 99th Avenue and Wolverine Way. Rezoning the Site to Planned Area Development (PAD) with flexible development standards would allow the development of a 323-unit multi-family residential community at this location.

CITY COUNCIL REPORT



SUBJECT: Job Order Master Agreement with Filanc for Water and Wastewater Treatment and Remote Facilities Projects

MEETING DATE: March 24, 2026

TO: Mayor and Council

FROM: Lisa Melton, Utilities Engineer

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Utilities Department is requesting approval of a Job Order Master Agreement between the City of Tolleson and Filanc for water and wastewater treatment and remote facilities projects to support Capital Improvement Program (CIP) projects, including replacement of process equipment at the Wastewater Treatment Plant (WWTP).

BACKGROUND:

After a competitive procurement process, the City of Gilbert entered into Job Order Contract No. 325000166 with Filanc for water and wastewater treatment and remote facilities projects. Pursuant to Section 3-5-7 of the Tolleson City Code, the City is permitted to make cooperative purchases under contracts competitively procured by other public agencies.

The proposed Job Order Master Agreement allows the City of Tolleson to utilize the City of Gilbert's competitively awarded contract to procure services as needed for Utilities infrastructure improvements and CIP projects.

DISCUSSION:

The Utilities Department has identified the need to utilize a qualified Job Order Contractor for an upcoming Capital Improvement Program project. Specifically, the City will be replacing critical process equipment at the Wastewater Treatment Plant (WWTP). This work involves specialized equipment and systems essential to maintaining regulatory compliance and operational efficiency.

Utilizing the Job Order Contract (JOC) method allows the City to expedite project delivery, obtain competitively established pricing, and efficiently address complex infrastructure improvements. Work under this Agreement will be authorized through individual Purchase Orders issued as projects are identified and funded.

BUDGET IMPACT:

The Agreement will remain in full force and effect until February 25, 2027, with up to four (4) additional one-year renewal options. The total annual aggregate amount for the Job Order Contract shall not exceed \$5,000,000.

RECOMMENDATION:

Staff recommends approval of the Job Order Master Agreement between the City of Tolleson and Filanc for water and wastewater treatment and remote facilities projects and authorization for the City Manager to execute and deliver said Agreement.

ATTACHMENTS:

1. 03 24 26 UT - JOC - Filanc - End Date 02 25 31

**JOB ORDER MASTER AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
FILANC**

THIS JOB ORDER MASTER AGREEMENT (this “Agreement”) between the CITY OF TOLLESON, an Arizona municipal corporation, (the “City”), and FILANC, a California corporation, (the “Contractor”), (collectively, the “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. After a competitive procurement process, the City of Gilbert, Arizona, and Contractor entered into a Job Order Contract, Contract No. 325000166, (the “Job Order Contract”), for Water and Wastewater Treatment and Remote Facilities Projects (“Services”). A copy of the Job Order Contract is on file with the City Clerk’s office and is incorporated herein by reference.

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective on the last signature date set forth below and shall remain in full force and effect until February 25, 2027 (the “Term”), with up to four (4) additional one-year renewable options, unless terminated as otherwise provided in this Agreement or the Job Order Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery, i.e., as needed as determined by the City, Agreement for Services under the terms and conditions of the Job Order Contract. The City does not guarantee that any minimum or maximum number of

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

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

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

3. Compensation. The amount to be paid by the City for the Project under each Job Order is the Contract Price for that Job Order. The Job Order price will include a total amount for each Job Order priced for the Work described for that Job Order. The Contract Price for any Job Order will be established as a Firm Fixed Price. Most projects will be completed within the same fiscal year they are initiated in or within three hundred sixty-five (365) days from the Notice to Proceed. The minimum Job Order value is \$0.00 unless waived by Job Order Contractor. The total amount for the JOC shall not exceed \$5,000,000.00 per year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: Filanc
740 N. Andreasen Dr.
Escondido, California 92029
Attn: David Kiess, Vice President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGE.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

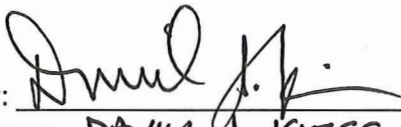
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce
Pierce Coleman PLLC
City Attorney

"Contractor"

FILANC,
a California corporation

By: 
Name: DAVID J. KIESS
Its: VICE PRESIDENT

3/02/2026
Date

EXHIBIT A
TO
JOB ORDER MASTER AGREEMENT BETWEEN
THE CITY OF TOLLESON
AND
FILANC
[Purchase Orders]

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

CITY COUNCIL REPORT



SUBJECT: Tolleson Public Safety Personnel Retirement Board Member Reappointment

MEETING DATE: March 24, 2026

TO: Mayor and Council

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

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Employee Resources Department is requesting approval of the reappointment of Sheryl Heier as a Board Member of the Tolleson Public Safety Personnel Retirement System Board (Local Board) to serve a new term beginning April 1, 2026 and ending April 1, 2028.

BACKGROUND:

The Tolleson Public Safety Personnel Retirement System (PSPRS) Local Board serves as the administrative body responsible for overseeing retirement benefits for the City's eligible public safety employees, including police and fire personnel. The Local Board administers the provisions of the PSPRS in accordance with Arizona Revised Statutes and applicable plan requirements.

Pursuant to A.R.S. § 38-847(D), the Local Board is responsible for determining all questions of eligibility for membership, disability benefits, and line-of-duty death benefits under the Plan. The PSPRS Board of Trustees cannot authorize or pay these benefits without the direction and approval of the Local Board.

Board members are appointed by the City Council and serve designated terms to help ensure the proper administration and oversight of the retirement system for the City's public safety personnel.

DISCUSSION:

Sheryl Heier currently serves as a member of the Tolleson Public Safety Personnel Retirement System Local Board. Staff is recommending her reappointment to continue serving in this role for an additional two-year term from April 1, 2026 through April 1, 2028.

The Local Board meets on an as-needed basis, typically on the first Wednesday of the month at 5:00 P.M. and 5:30 P.M., with meetings conducted via Zoom. Additional meetings may be scheduled as necessary to address matters related to retirement eligibility, disability determinations, and other responsibilities under the PSPRS.

Reappointing Ms. Heier will help maintain continuity and experience on the Local Board while ensuring the Board can continue to fulfill its statutory responsibilities.

BUDGET IMPACT:

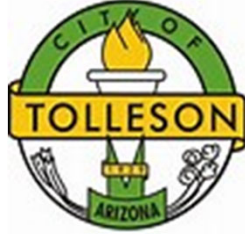
This item has no additional budget impact.

RECOMMENDATION:

Staff recommends approval of the reappointment of Sheryl Heier as a Board Member of the Tolleson Public Safety Personnel Retirement System Board to serve a term from April 1, 2026 until April 1, 2028.

ATTACHMENTS:

None



2ND QUARTER FY 2026

March 24, 2026



GENERAL FUND REVENUE, DECEMBER 31, 2025

Revenue	Budget	Actual	% Collected
Taxes	43,111,500	22,435,450	52.04%
Intergovernmental	2,598,300	1,728,693	66.53%
License & Permits	684,750	155,973	22.78%
Charges for Services	2,207,200	1,461,230	66.20%
Interest	1,750,000	1,531,651	87.52%
Miscellaneous (T/O)	-700,700	-724,120	103.34%
Total	49,651,050	26,588,877	53.55%

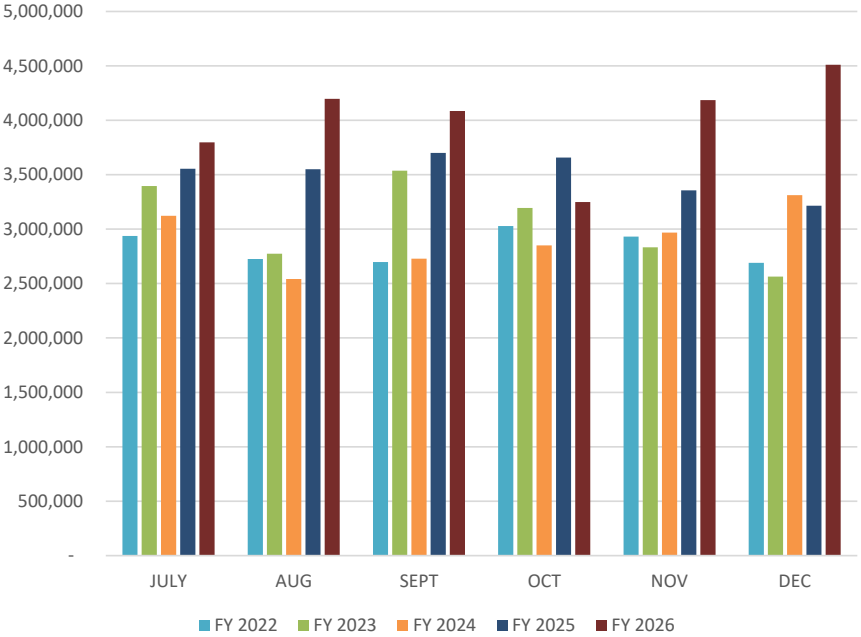


TOTAL REVENUE BY FUND DECEMBER 31, 2025

Fund	Budget	Actual	% Collected
General	49,651,050	26,588,877	53.6%
Public Safety Tax	8,305,000	3,790,812	45.6%
HURF	945,000	413,524	43.8%
Water	8,931,700	4,810,020	53.9%
Sanitation	480,500	221,110	46.0%
Wastewater	27,128,450	4,995,790	18.4%
Sewer	1,856,300	864,727	46.6%

GENERAL FUND CITY SALES TAX – THRU DECEMBER 2025

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
JULY	2,936,705	3,395,170	3,121,600	3,554,254	3,796,808
AUG	2,724,416	2,773,384	2,541,375	3,549,973	4,196,830
SEPT	2,696,386	3,537,234	2,727,546	3,699,349	4,084,927
OCT	3,027,823	3,193,633	2,850,570	3,657,130	3,248,573
NOV	2,930,168	2,832,396	2,967,856	3,355,292	4,184,878
DEC	2,689,366	2,563,764	3,311,352	3,215,147	4,510,312
TOTAL	17,004,864	18,295,581	17,520,299	21,031,145	24,022,328



GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2025

Org	Department	Budget	Expenditures	% of Budget
1010	Mayor & Council	970,000	542,428	55.9%
2020	City Management	599,700	294,259	49.1%
3030	Public Affairs	1,200,350	447,510	37.3%
1141	Housing Services	766,300	133,324	17.4%
4040	City Clerk	560,200	241,194	43.1%
5050	Employee Resources	1,173,000	531,286	45.3%
6060	City Magistrate	302,850	143,378	47.4%
6061	Court Administration	590,500	228,595	38.6%
2154	City Prosecutor	188,000	82,750	44.0%
7070	Finance	1,995,550	1,170,284	58.6%
8100	Information Technology	2,239,050	913,391	40.8%
2150	Police Administration	1,218,350	453,125	37.2%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2025

Org	Department	Budget	Expenditures	% of Budget
2151	Police Support Services	2,522,700	1,254,792	49.7%
2153	Police Field Operations	4,743,430	2,071,361	43.7%
9110	Library	1,865,200	740,429	39.7%
3160	Fire Administration	1,139,900	494,057	43.4%
3161	Fire Operations	4,459,500	1,979,658	44.4%
4165	Emergency Preparedness	317,200	22,036	6.9%
0130	Aquatics Center	1,448,524	24,879	1.7%
0120	Field Operations Vehicles	676,600	297,350	43.9%
0121	Field Operations – Grounds	502,550	220,130	43.8%
0122	Field Operations – Building	1,733,900	774,544	44.7%
5170	Building Inspection	692,550	257,882	37.1%
5123	Streets	1,303,900	486,644	37.3%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2025

Org	Department	Budget	Expenditures	% of Budget
5124	Transportation	457,500	263,531	57.6%
1140	Human Services	1,615,975	654,752	40.5%
3031	Nonprofit	62,000	6,000	9.7%
6180	Recreation	2,659,900	644,111	24.2%
6181	Teen Council	221,600	101,859	45.7%
6182	City Promotion	669,950	185,010	27.7%
5171	Economic Development	1,045,050	763,823	73.1%
5172	Planning and Engineering	584,250	232,090	39.7%
1145	Employee Development	107,000	44,516	41.1%
5908	CIP - City Hall	175,000	0	0%
9910	CIP – Library	110,000	23,314	20.9%

GENERAL FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2025

Org	Department	Budget	Expenditures	% of Budget
5906	CIP – Economic Development	26,265,000	4,406,330	16.8%
7901	CIP - Finance	600,000	87,747	14.5%
8902	CIP – Information Technology	135,000	120,624	88.9%
0903	CIP – Field Operations	478,000	248,504	51.8%
1905	CIP – Comm/Senior Center	57,000	0	0.0%
6907	CIP - Parks	569,500	12,660	2.1%
7080	Contingency	<u>4,000,000</u>	<u>0</u>	0.0%
	Total	70,690,080	21,884,600	31.0%

OTHER FUND EXPENDITURE BY DEPARTMENT THRU 12/31/2025

Fund	Budget	Expenditures	% of Budget
HURF	1,345,000	917,759	68.2%
Grants	56,700,809	416,391	0.7%
Public Safety Sales Tax	8,383,000	2,587,558	30.9%
CIP – Aquatic Center	32,000,000	6,281,921	19.6%
Debt Service	6,444,613	724,755	11.2%
Water	21,033,000	5,010,972	23.8%
Sanitation	532,500	218,051	40.9%
WWTP	32,370,400	5,163,324	15.9%
Sewer	2,423,700	831,538	34.3%
Other	<u>1,762,423</u>	582,979	33.3%
Total	233,685,525	44,698,246	19.1%



Key Take-Aways

- FY 2026 revenues are projecting to exceed budget.
- FY 2026 expenditures are projecting to be below budget.



Questions?



FY 2027 BUDGET - REVENUE

March 24, 2026

FUND	ESTIMATED BALANCE 7/1/2026	REVENUES	TRANSFER IN	EXPENDITURES	TRANSFER OUT	ESTIMATED BALANCE 6/30/2027
1000 - GENERAL FUND	\$ 92,795,607	\$ 56,169,720		\$ 70,718,800	\$ 9,935,600	\$ 68,310,927
2200 - HURF	\$ 518,207	\$ 946,000		\$ 1,345,000		\$ 119,207
2500 - IMPOUND FUND	\$ (18,287)	\$ 11,450		\$ 54,070		\$ (60,907)
2600 - PUBLIC SAFETY FUND	\$ 12,402,883	\$ 8,471,000		\$ 9,412,000		\$ 11,461,883
2900 - JCEF	\$ 235,302	\$ 83,300		\$ 147,720		\$ 170,882
4100-4900 - DEBT SERVICE FUNDS	\$ 29,264	\$ 4,408,500		\$ 4,301,075		\$ 136,689
5100 - AQUATIC CENTER AND PARKS	\$ 21,080,021		\$ 9,000,000	\$ 30,080,100		\$ (79)
6100 - WATER FUND	\$ 2,812,021	\$ 8,992,350		\$ 21,611,600		\$ (9,807,229)
6200 - SANITATION FUND	\$ 497,228	\$ 447,800		\$ 538,500		\$ 406,528
6300 - WASTE WATER FUND	\$ 10,876,702	\$ 22,543,100	\$ 202,870	\$ 32,131,700		\$ 1,490,972
6400 - SEWER FUND	\$ 4,830,950	\$ 1,912,000		\$ 2,557,800	\$ 202,870	\$ 3,982,280
TOTAL	\$146,059,898	\$160,489,915	\$ 10,138,470	\$ 230,250,921	\$10,138,470	\$ 76,298,892

GENERAL FUND REVENUES

Source	FY 26 Budget	FY 27 Budget	One-Time	On-Going
Taxes	43,111,500	45,998,300	3,350,000	42,648,300
Intergovernmental	2,598,300	3,188,900	350,000	2,838,900
License & Permits	684,750	354,500	61,000	293,500
Charges for Services	2,207,200	3,833,020	2,100	3,830,920
Miscellaneous	1,750,000	2,795,000	1,000,000	1,795,000
Transfer out	<u>(700,700)</u>	<u>(935,600)</u>		<u>(935,600)</u>
Total	49,651,050	55,234,120	4,763,100	50,471,020

OTHER FUND REVENUE

Fund	FY 26 Budget	FY 27 Budget
HURF	945,000	946,000
Grants	56,733,110	56,733,110
Impound	10,000	11,450
Public Safety	8,305,000	8,471,000
Judicial Collections	78,000	83,300
Aquatic Center	21,000,000	0
Debt Service	4,484,000	4,408,500
Water	8,931,700	8,992,350
Sanitation	480,500	447,800
Wastewater	27,128,450	22,543,100
Sewer	1,856,300	1,912,000
AAA	228,654	228,654
Total	180,710,374	160,489,915

PROPERTY TAX LEVIES (PRIMARY AND SECONDARY)

TAX TYPE	2021	2022	2023	2024	2025	2026	2027
PRIMARY	1.6584	1.6551	1.5894	1.5724	1.5194	1.5158	1.5204
SECONDARY	1.8675	1.0925	1.0902	1.1072	1.1602	1.1602	1.1556
TOTAL	3.5259	2.7476	2.6796	2.6796	2.6796	2.6760	2.6760



Questions?

TOLLESON FIRE DEPARTMENT MONTHLY REPORT

2026

FEBRUARY

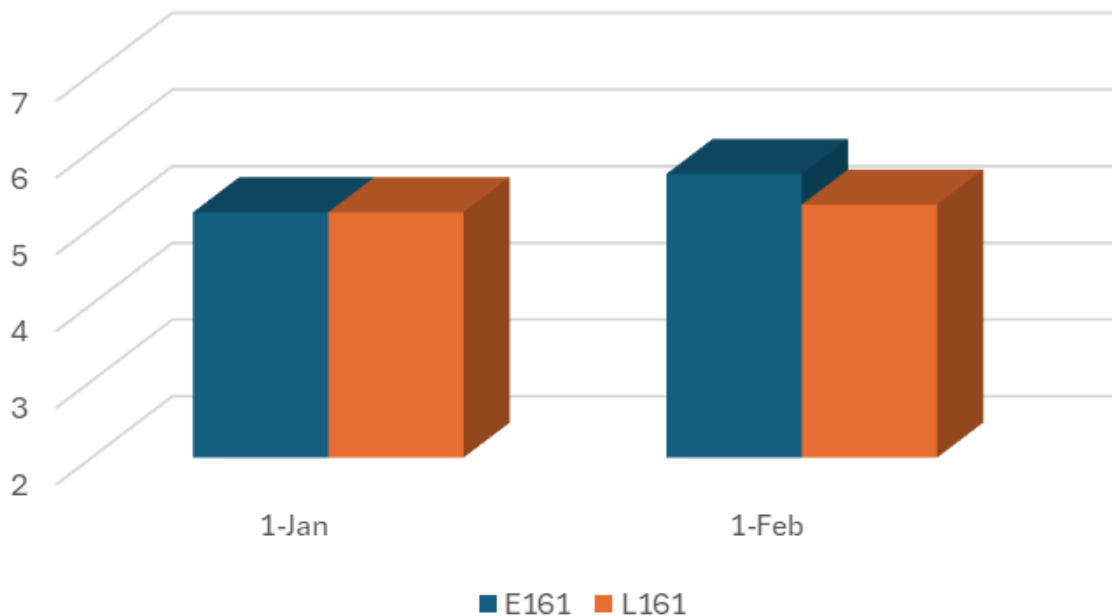


OPERATIONS

February Call Volume

For February, Engine 161 responded to 160 calls, averaging 5.7 calls per day. Ladder/LT161 responded to a combined total of 149 calls averaging 5.2 calls per day. Full staffing was achieved throughout the month of February and the LA Unit was not staffed during the month of January.

2026 Calls Per Day



OPERATIONS

Personnel (as of 01/30/2026)

FTEs

- Firefighters – 15 / 0 vacant
 - 1 Firefighter Recruit on track to graduate from the academy in April 2026.
 - 1 applicant in pre-hire, on track to start academy in May 2026.
- Engineers – 6 / 1 vacant
- Captains – 6 / 0 vacant
- Battalion Chiefs – 3 / 0 vacant

- We completed the first round of firefighter candidate interviews for our current hiring process. The Fire Combine was also conducted. Eight candidates advanced to the Fire Chief interview stage. Final Chief interviews are done, and we've established an eligibility list.
- We've completed N95 fit testing for all fire personnel. Police and Field Operations testing is also complete. Plus, all fire personnel completed fit testing for AV300 / C5 SCBA masks to ensure we're meeting safety standards and getting proper respiratory protection.
- Our monthly Fire Cadet meeting kept the mentoring momentum going with future firefighters.
- Chief Young met with Chief Burner and the Banner EMS Coordinator to discuss EMS system coordination and how we can keep improving patient care and operational efficiency.
- Staff joined the ribbon cutting at Del Valle Jewelers as part of our ongoing commitment to local businesses and community events.

OPERATIONS

- The department took part in a City Council proclamation and crew award presentation recognizing American Heart Month and the lifesaving work our firefighters do.
 - We've scheduled EMS training for March with a focus on resuscitation and cardiac care, strengthening our response to critical medical emergencies.
 - All three shifts got hands-on ladder truck and heavy extrication practice at a local junkyard.
 - All shifts completed electric bus training at the Phoenix Bus Yard (79th Ave and Van Buren), focusing on the unique hazards these vehicles present.
-
- Firefighter Meza attended NFPA 1403 Fixed Facility Fire Training at the Buckeye Training Academy. This'll help enhance our live fire training capabilities.
 - Probationary firefighter training continues across all shifts as new personnel work toward completing their required development and operational competencies.

FIRE PREVENTION

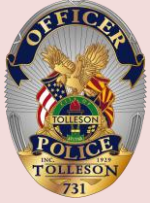
- **Inspections: 11**
- **Fire and Special Hazard Incidents**
 - **8421 W McDowell Rd (Best Western) smoke alarm activation from VAP**
 - **1250 N.91st Ave (McDonalds) Co2 Alarm shut down soda machine 2.5 days**
 - **Structure Fire 10601 W. Van Buren St. (Amazon Warehouse) trash compactor**
 - **Grease Fire 600 N. 96th Ave (Desert Apartments)**
 - **495 S. 99th Ave (Windland Food) Fire Alarm sprinkler head hit**
- **Plans reviews, new builds & Hydrant Flow Tests**
 - **The Waverly 99th and Wolverine**
 - **Rally's**
 - **Development Services**
- **Community Safety meeting**
- **Qtr. Engineering Coordination meeting**
- **Records request: 12**
- **Special Hazards**
 - **Sysco Ammonia Sensor Testing (system in test mode)**
 - **SpudCo up and operational**
 - **500 N 99th Ave (Tolleson Dairy Project) Completed**

FIRE PREVENTION

- **Special Project**
 - **Safety Steering Committee**
 - **Industrial Commission Meeting, Addendum and Inspection Packet**
 - **29 CFR 1910.1200 Hazard Communication Standard course**
- **Training and Drills**
 - **Emergency Services Sector Preparedness Awareness**
 - **West Side Fire Investigator training**
- **Community Programs and Events**
 - **Car seat checks: 2**
 - **Volunteer hours: 12**

MARCH EVENTS

- **Pinning Ceremony**
- **TUHSD College & Career Fair**
- **Ribbon Cutting: Harvest Compassion Center**
- **3rd Fridays**
- **TWIL Coffee & Tea Reflection**



Tolleson Police Department

Monthly Report | February 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		
Total Authorized Sworn		39
Current Operating Sworn		31
Officers in FTO Training		1
Police Recruits		6
Vacancies		1
Total Authorized Non-Sworn		27
Current Operating Non-Sworn		26
Total Authorized PD Positions		66
Sworn Staffing by Assignment		
Assignment	Assigned	Assignment Vacancies
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	15	4
Investigations Detective	3	1
Community Action Team	1	1
Traffic Enforcement Officer	2	0
School Resource Officer	1	0
Civic Center Officer	1	0
Officers in Field Training	1	N/A
Police Recruit	6	N/A
Total	38	4
Non-Sworn Staffing		
Assignment	Assigned	Assignment Vacancies
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	15	1
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
Total	26	1



Persons, Property, and Society Crime Data

Persons Crimes					
Type	February		YTD		
	2025	2026	2025	2026	% Change
Homicide Incidents	0	0	0	1	+100.00%
Robbery Incidents	2	2	3	2	-33.33%
Sex Offense Incidents	0	1	3	1	-66.67%
Aggravated Assault Incidents	2	4	5	8	+60.00%
Simple Assault Incidents	13	9	22	14	-36.36%

Property Crimes					
Type	February		YTD		
	2025	2026	2025	2026	% Change
Burglary/Breaking & Entering Incidents	2	2	4	3	-25.00%
Vehicle Trespass & TFMV Incidents	3	5	6	7	-16.67%
Stolen Vehicles	0	8	6	10	+66.67%
Recovered Stolen Vehicles	7	5	14	15	+7.14%
- Recovered Tolleson	1	1	3	1	-66.67%
- Recovered Other	6	4	11	14	+27.27%
Shoplifting Incidents	21	42	52	87	+67.31%
All Other Theft Incidents	8	12	23	21	-8.70%

Society Crimes					
Type	February		YTD		
	2025	2026	2025	2026	% Change
Drug/Narcotic Incidents	7	6	19	15	-21.05%
Weapons Incidents	2	5	10	5	-50.00%

Crash Data

Motor Vehicle Crashes					
Crash Type	February		YTD		
	2025	2026	2025	2026	% Change
Fatal	0	0	0	0	0.00%
Injury	12	8	22	18	-18.18%
Non-injury	27	31	56	52	-7.14%
Unknown	0	0	0	0	0.00%
Total	39	39	78	70	-10.26%

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

Traffic Safety Data

Traffic Safety Metrics					
	February		YTD		
	2025	2026	2025	2026	% Change
Traffic Stops	256	296	531	526	-0.94%
DUI Arrests Felony and Misdemeanor	22	9	32	13	-59.38%
Speed Citations	60	75	114	112	-1.75%

A special thank you to 2025 DUI Enforcement Officer of the Year, Sgt. Jeff Merkel, for his dedication to removing impaired drivers from Arizona's roadways!!!





Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

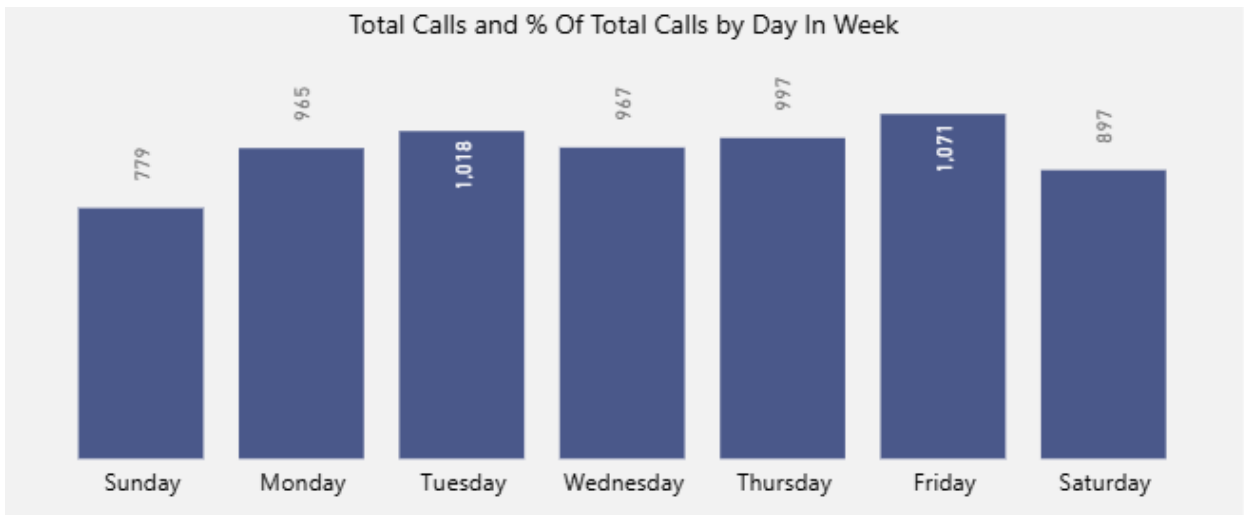
- Total calls processed by Tolleson Police Communications in February 2026: **6694**
- Calls transferred to Phoenix Fire Dispatch System: **300**
- Text to 911 Received – **8**

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **99.49%**
- Ninety-five (95%) of all peak hour 9-1-1 calls SHOULD be answered within twenty (20) seconds. **96.45%**

RESPONSE TIMES

Response Time Averages		
Priority	2025	2026
1	2:29	1:50
2	6:11	7:21
3	7:52	11:10



Dispatch Incident Distribution

Agency	February		YTD		
	2025	2026	2025	2026	% Change
Tolleson PD	1382	1362	2817	2669	-5.25%
El Mirage PD	2366	2564	4712	5141	+9.10%
Tohono O'odham PD	369	578	747	1166	+56.01%
Total	4117	4618	8276	8976	+8.46%

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

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

Special Circumstances Data

Time Stamp	February		YTD		
	2025	2026	2025	2026	% Change
Possible Drug/Alcohol Overdose	0	0	1	3	+200.00%
Narcan Deployments	0	0	1	3	+200.00%
Narcan Saves	0	0	1	3	+200.00%
Vagrancy Calls for Service	12	2	30	3	-90.00%

Special Unit Activity

CAT (Community Action Team)

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

*During the month of February, the Community Action Team detective was assigned as a Field Training Officer.



Drone Deployments / Mobile Field Force Deployments

Response Type	February		YTD		
	2025	2026	2025	2026	% Change
Drone Deployments	N/A	15	N/A	30	N/A
Mobile Field Force Deployments	N/A	1	N/A	2	N/A



Police Assistant Activity (Civilian Staff)

Response Type	February		YTD		
	2025	2026	2025	2026	% Change
Code Enforcement	34	41	67	95	+41.79%
Animal Related Calls	78	79	122	150	+22.95%
Parking Violations	123	53	186	107	-42.47%
Total	235	173	375	352	-6.13%



Congratulations!!!

Officer Hanna Jeters successfully completed the Tolleson Police Department Field Training Program. We look forward to watching Officer Jeters' career progress as she serves the Tolleson community for many, many years to come!!!



Way to REPRESENT!!!



Thank you to Support Services Manager Amanda Howard, Communications Manager Lisa Gudino, and Lieutenant Lee Garrett for Representing Tolleson PD at Public Safety Days on February 7!!!

Upcoming Events

- March 4 – Grand Opening – LivAway Suites
- March 18 – Grand Opening – Harvest Compassion Center and Hope Women’s Center
- March 20 – 3rd Fridays – Spring into Art
- March 28 – VFW Easter Celebration
- March 31 – Cesar Chavez Day – City Holiday
- April 10-12 – Tolleson Founders Whoopee Daze Festival

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

