



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, AUGUST 25, 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. American Red Cross and City of Tolleson Blood Drive on Saturday, August 29, 2026 from 9 AM to 2:30 PM at the Tolleson Civic Center. – George Good, Chief of Social Impact
2. Proclamation honoring Viviana Martinez, a Tolleson native and Tolleson Union High School graduate, in recognition of her outstanding athletic achievements, including representing the United States on the USA Softball National Team, contributing to The University of Texas Women's College World Series National Championship program, and inspiring the next generation of female athletes through her dedication, perseverance, and excellence. – Mayor Juan F. Rodriguez
3. Proclamation declaring September 2026 as Ovarian Cancer Awareness Month in the City of Tolleson, joining all those who are battling ovarian cancer, those who have lost their lives to the disease, their loved ones, and our state's dedicated healthcare professionals in raising awareness, advancing public education, and embracing hope for earlier diagnoses, improved treatments, and ultimately a cure. – Rachel Sackett, National Ovarian Cancer Coalition
4. Proclamation declaring August 31, 2026 as Overdose Awareness Day in the City of Tolleson to honor the lives lost to overdose, support individuals and families affected by substance use disorders, promote recovery, and raise awareness of overdose prevention and response resources. – George Good, Chief of Social Impact
5. Introduction of New Employee:
Utilities Department – Abraham Zazueta Higuera, Utilities Worker
Employee Promotion:
Human Services Department – Juan Chavarin, promoted from Senior Center Program Assistant to Human Services Technician

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

1. Public Hearing – Soliciting comments from interested parties in reference to a proposed ordinance amending the Tolleson Zoning Code, Chapter 12, Land Usage, Article 12-4, Zoning, by amending Section 12-4-9 (Definitions and Terms), Section 12-4-41 (Uses Permitted in the C-1 Zoning District), and Section 12-4-42 (Uses Subject to Use Permit in the C-1 Zoning District). The proposed amendment would permit neighborhood grocery stores/carnicerias in the C-1 Zoning District and would allow convenience markets, gas stations, and regional grocery stores in the Neighborhood Commercial (C-1) Zoning District subject to approval of a use permit. (Ordinance No. 631 N.S.)

Council Action: Adopt/Deny Ordinance No. 631 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson Zoning Code, Chapter 12, Land Usage, by amending Article 12-4, Zoning, Section 12-4-9 (Definitions and Terms),

Section 12-4-41 (Uses Permitted in the Neighborhood Commercial (C-1) Zoning District), and Section 12-4-42 (Uses Subject to Use Permit in the C-1 Zoning District); providing for repeal of conflicting ordinances; and providing for severability. (Development Services Department)

2. Public Hearing – Soliciting comments from interested parties in reference to a proposed ordinance amending the Tolleson Zoning Code, Chapter 12, Land Usage, Article 12-4, Zoning, Downtown Tolleson Commercial Office Residential Entertainment (CORE) District, Section 12-4-93 (Land Use), to permit regional grocery stores in the CORE Zoning District subject to specified conditions, including a maximum gross retail floor area of 50,000 square feet. (Ordinance No. 632 N.S.)

Council Action: Adopt/Deny Ordinance No. 632 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson Zoning Code, Chapter 12, Land Usage, by amending Article 12-4, Zoning, Downtown Tolleson Commercial, Office, Residential and Entertainment (CORE) District, Section 12-4-93, Land Use, permitting regional grocery stores in the CORE Zoning District; providing for repeal of conflicting ordinances; and providing for severability. (Development Services Department)

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 July 14, 2026 and Special City Council Meeting Minutes of August 10, 2026. (City Clerk Department)
2. Approve Claims and Bills Report for the period of July 8, 2026 to August 18, 2026. (Finance Department)
3. Adopt Resolution No. 2661 of the Mayor and Council of the City of Tolleson, Arizona, approving a Power Distribution Easement from the City of Tolleson to the Salt River Project Agricultural Improvement and Power District for the transmission and distribution of electricity, communication signals, and data in connection with the City of Tolleson Aquatics Center and Retail Building near 83rd Avenue and Van Buren Street; and authorizing the execution and delivery of said Easement. (Development Services Department)
4. Approve the Professional Services Agreement between the City of Tolleson and Metron Farnier, LLC for essential components, equipment, parts, and related services for the City's water meter systems, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor an annual aggregate amount not to exceed \$400,000 for parts and services. The Agreement shall remain in full force and effect until June 30, 2027, and may automatically renew for up to four successive one-year terms. (Utilities Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Approve/Deny the Professional Services Agreement between the City of Tolleson and Veolia WTS Solutions USA, Inc. for essential parts, equipment, supplies, components, and related services for the Electrodialysis Reversal (EDR) Water Treatment Facility, and authorize the City Manager to execute and deliver said Agreement. The City shall pay the Vendor an annual aggregate amount not to exceed \$800,000 for parts and services. The Agreement shall remain in full force and effect until June 30, 2031. (Utilities Department)
2. Approve/Deny the Cooperative Purchasing Agreement between the City of Tolleson and McCarthy Building Companies, Inc. for Citywide Water Resources Treatment services on an as-needed basis, 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. The Agreement shall remain in full force and effect until April 7, 2027. (Utilities Department)
3. Approve/Deny payment of \$2,524,592 to the Arizona Department of Transportation for the City's construction contribution and construction overage for the Tolleson Pedestrian Bridge System over Van Buren Street at 96th Avenue, pursuant to the Intergovernmental Agreement previously approved by Resolution No. 2593. (Development Services Department)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Employee Resources Department Update – Wendy Jackson, Deputy City Manager/Employee Resources Director
2. Information Technology Department Update – Wendy Jackson, Deputy City Manager

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

1. The Tolleson Public Library will be closed Wednesday, October 21, through Friday, October 23, 2026, to accommodate the replacement of furniture throughout the facility.

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.
2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(7) to discuss and consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the lease of City-owned property.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

1. Attachments: Monthly Reports

Fire Department – June and July

Police Department – June and July

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 accordance 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.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

Options for attending Zoom Webinars (select one):

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 Workplace 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, 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 Participant 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 August 20, 2026.

Amended on August 24, 2026 at 4:30 PM.

Proclamation



Honoring Viviana Martinez for Her Athletic Achievements and Inspiring the Next Generation of Female Athletes

WHEREAS, the City of Tolleson takes great pride in recognizing residents whose dedication, perseverance, and achievements bring distinction to our community; and

WHEREAS, Viviana Martinez, a proud native of Tolleson and graduate of Tolleson Union High School, has demonstrated exceptional athletic talent, leadership, and commitment to excellence throughout her softball career; and

WHEREAS, through hard work and determination, Viviana earned recognition as one of the nation's premier softball recruits before continuing her athletic and academic career at The University of Texas, where she has received numerous conference and national honors; and

WHEREAS, Viviana has had the distinguished honor of representing the United States as a member of the USA Softball National Team, showcasing her talent while proudly representing her community and country on the international stage; and

WHEREAS, as a member of The University of Texas softball program, Viviana contributed to one of the most successful eras in school history, including the program's first NCAA Women's College World Series National Championship; and

WHEREAS, Viviana's achievements serve as an inspiration to young people throughout Tolleson, demonstrating that dedication, resilience, discipline, and character can open doors to extraordinary opportunities; and

WHEREAS, the City of Tolleson is proud to celebrate the accomplishments of female athletes who continue to break barriers, inspire future generations, and strengthen opportunities for girls and women in sports.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby recognize and honor Viviana Martinex for her outstanding athletic achievements, her representation of the City of Tolleson on the national stage, and her dedication to excellence both on and off the field. I encourage all residents to join me in congratulating Viviana Martinez on her remarkable accomplishments and in celebrating the positive impact that female athletes have in our community by inspiring future generations to pursue their dreams with confidence, determination, and perseverance.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

Proclamation

Ovarian Cancer Awareness Month September 2026



WHEREAS, ovarian cancer is the fifth leading cause of cancer-related death among women in the United States, and the American Cancer Society estimates that in 2026 approximately 21,010 women will be diagnosed with ovarian cancer and 12,450 will die from the disease nationwide—including an estimated 510 new cases and 330 deaths in Arizona; and

WHEREAS, a woman's lifetime risk of being diagnosed with ovarian cancer is approximately 1 in 91, and her lifetime risk of dying from the disease is approximately 1 in 143; and

WHEREAS, due to vague, nonspecific symptoms and the absence of a reliable early detection test, the majority of women are diagnosed at Stage III or later, when the cancer has already spread beyond the ovaries; and

WHEREAS, although the five-year survival rate for Stage I ovarian cancer exceeds 90 percent, only 15 percent of cases are diagnosed at this early stage. For those diagnosed in later stages, the five-year survival rate drops below 30 percent; and

WHEREAS, while screening tools such as mammograms and Pap tests exist for breast and cervical cancers, no equivalent screening test exists for ovarian cancer, making awareness of symptoms and risk factors essential for early intervention; and

WHEREAS, increased public education about ovarian cancer can help save lives by promoting earlier diagnosis, supporting access to gynecologic oncology care, and encouraging research funding for better detection and treatment options; and

WHEREAS, during this month of September, the City of Tolleson joins survivors, families, healthcare professionals, advocacy organizations, and all those committed to raising awareness, remembering lives lost, and offering hope for a future with better outcomes and ultimately, a cure.

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 September 2026 as Ovarian Cancer Awareness Month in the City of Tolleson, and encourage all residents to participate in awareness activities, wear teal in support, and engage in conversations that help save lives and support the thousands of families affected by this devastating disease.



Juan F. Rodriguez, Mayor

ATTEST:

Crystal Zamora, City Clerk



Proclamation

Overdose Awareness Day

August 31, 2026

WHEREAS, International Overdose Awareness Day is recognized annually on August 31 to raise awareness of drug overdose, reduce the stigma associated with substance use and overdose deaths, and acknowledge the grief experienced by families, friends, and communities; and

WHEREAS, overdose continues to affect individuals and families across the nation and remains a serious public health concern requiring education, prevention, treatment, recovery resources, and compassionate community support; and

WHEREAS, addiction and substance use disorders can affect people of every age, race, religion, educational background, and socioeconomic status, and many members of our community have experienced substance use disorder or know someone who has been affected; and

WHEREAS, recognizing the signs of an overdose and understanding how to respond, including calling emergency services and administering naloxone when available, can save lives; and

WHEREAS, individuals living with substance use disorders are valued members of our families and communities who deserve dignity, compassion, access to treatment, and support throughout recovery; and

WHEREAS, the City of Tolleson honors the lives lost to overdose, supports those working toward recovery, and recognizes the families, first responders, healthcare professionals, treatment providers, and community organizations dedicated to preventing overdose and providing hope and healing.

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 August 31, 2026 as Overdose Awareness Day and encourage all residents to remember those whose lives have been lost, support individuals and families affected by substance use disorders, learn how to recognize and respond to an overdose, and join in efforts to reduce stigma, promote recovery, and prevent overdose deaths.



Juan F. Rodriguez, Mayor

ATTEST: _____

Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 631 N.S. - Grocery Stores, Convenience Markets and Gas Stations

MEETING DATE: August 25, 2026

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Development Services Department is requesting that the City Council conduct a public hearing and consider adoption of Ordinance No. 631 N.S. amending Sections 12-4-9, 12-4-41 and 12-4-42 of the Tolleson Zoning Code to establish and regulate neighborhood grocery stores/carnicerias, convenience markets, gas stations and regional grocery stores within the Neighborhood Commercial (C-1) Zoning District and to permit regional grocery stores within the C-2 Zoning District.

BACKGROUND:

Section 12-4-41 currently identifies grocery and convenience stores and markets as permitted uses in the C-1 Zoning District. The proposed Ordinance replaces that general use category with a more specific neighborhood grocery store/carniceria classification and adds definitions that distinguish neighborhood grocery stores from regional grocery stores. The Ordinance also identifies convenience markets, gas stations and regional grocery stores as uses requiring approval of a use permit in the C-1 Zoning District.

The amendments provide clearer standards for evaluating grocery-related uses based on store size, food sales, perishable-goods sales and, for regional grocery stores, lot size.

The Planning and Zoning Commission is scheduled to conduct a public hearing at 5:00 p.m. on August 25, 2026, and make a recommendation to the City Council. The Commission's recommendation will be presented to the City Council before Council action on the Ordinance.

DISCUSSION:

Ordinance No. 631 N.S. makes the following amendments to Article 12-4 of the Tolleson Zoning Code:

Section 12-4-9 - Definitions and Terms. Adds definitions for gas station, neighborhood grocery store/carniceria and regional grocery store. A neighborhood grocery store/carniceria must contain between 6,000 and 30,000 square feet of gross floor area, devote at least 50 percent of its selling area to a general line of food products, devote at least 30 percent of its selling area to perishable goods, and use at least 500 square feet for fresh meat, fruits and vegetables. A regional grocery store must contain at least 30,000 square feet of gross retail floor area, meet specified food and perishable-goods sales requirements, and occupy a lot of at least five acres.

Section 12-4-41 - Permitted Uses. Replaces the existing reference to grocery and convenience stores and markets with neighborhood grocery store/carniceria as a permitted use in the C-1 Zoning District and adds

regional grocery store as a permitted use in the C-2 Zoning District.

Section 12-4-42 - Uses Subject to Use Permit. Adds convenience market, gas station and regional grocery store as uses permitted in the C-1 Zoning District subject to City Council approval of a use permit.

The Ordinance also contains standard provisions repealing conflicting ordinances, providing for severability and authorizing City officials to take the steps necessary to carry out the purpose and intent of the Ordinance.

BUDGET IMPACT:

There is no anticipated impact to the City budget associated with adoption of this Ordinance.

RECOMMENDATION:

Staff recommends adoption of Ordinance No. 631 N.S.

ATTACHMENTS:

1. Ord 631 N.S. Amending Article 12-4, Sections 12-4-9, 12-4-41, 12-4-42 - Neighborhood Grocery Stores, Convenience Market and Gas Stations in C-1 08 25
2. 08 25 26 Amending Zoning Code - Neighborhood Grocery Stores, Convenience Markets and Gas Stations in C-1 - Ord. 631 N.S.

ORDINANCE NO. 631 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE TOLLESON ZONING CODE, CHAPTER 12, LAND USAGE, BY AMENDING ARTICLE 12-4 ZONING, SECTION 12-4-9 (DEFINITIONS AND TERMS), SECTION 12-4-41 (USES PERMITTED IN THE C-1 ZONING DISTRICT), AND SECTION 12-4-42 (USES SUBJECT TO USE PERMIT IN THE C-1 ZONING DISTRICT), PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Tolleson, Arizona (the “City”) desires to amend the City’s Zoning Code to permit neighborhood grocery stores (carnicerias) in the Neighborhood Commercial (C-1) Zoning District and permit convenience markets and gas stations in the C-1 Zoning District subject to a use permit.

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

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

Section 2. The Tolleson City Code, Chapter 12, Land Usage, amending Article 12-4, Zoning, Section 12-4-9 (Definitions and Terms), by adding the following definitions (additions in **ALL CAPS**; deletions in ~~strikeout~~):

§ 12-4-9 - DEFINITIONS AND TERMS

* * *

GAS STATION. SAME AS AUTOMOBILE SERVICE STATION

* * *

GROCERY STORE/CARNICERIA (NEIGHBORHOOD). A RETAIL ESTABLISHMENT WITH A SELLING AREA USED FOR A GENERAL LINE OF FOOD AND OTHER GROCERY PRODUCTS, SUCH AS BAKERY, DAIRY, CANNED AND FROZEN FOODS, FRESH FRUITS AND VEGETABLES, FRESH AND PREPARED MEATS, FISH AND POULTRY, AND NON-FOOD PRODUCTS, ALL INTENDED FOR HOME PREPARATION, CONSUMPTION AND USE. A GROCERY STORE/CARNICERIA (NEIGHBORHOOD) MUST HAVE A MINIMUM GROSS FLOOR AREA OF AT LEAST 6,000 SQUARE FEET AND NOT EXCEED A MAXIMUM OF 30,000 SQUARE FEET. AT LEAST 50 PERCENT OF THE SELLING AREA MUST BE USED FOR THE SALE OF A GENERAL LINE OF FOOD PRODUCTS. AT LEAST 30 PERCENT OF SUCH SELLING AREA MUST BE SET ASIDE FOR THE SALE OF PERISHABLE GOODS, SUCH AS FRESH PRODUCE, BAKERY, DAIRY AND FROZEN FOODS (WHICH MAY INCLUDE FRESH MEATS,

POULTRY AND FISH), OF WHICH AT LEAST 500 SQUARE FEET MUST BE USED FOR THE SALE OF FRESH MEAT, FRUITS AND VEGETABLES.

GROCERY STORE (REGIONAL). A RETAIL ESTABLISHMENT WITH A SELLING AREA USED FOR A GENERAL LINE OF FOOD AND OTHER GROCERY PRODUCTS, SUCH AS BAKERY, DAIRY, CANNED AND FROZEN FOODS, FRESH FRUITS AND VEGETABLES, FRESH AND PREPARED MEATS, FISH AND POULTRY, AND NON-FOOD PRODUCTS, ALL INTENDED FOR HOME PREPARATION, CONSUMPTION AND USE. MINIMUM GROSS RETAIL FLOOR AREA OF AT LEAST 30,000 SQUARE FEET, WHICH DOES NOT INCLUDE OFFICE, STORAGE, LOADING DOCKS OR OTHER NON-RETAIL SPACE. AT LEAST 50 PERCENT OF THE SELLING AREA MUST BE USED FOR THE SALE OF A GENERAL LINE OF FOOD PRODUCTS. AT LEAST 40 PERCENT OF SUCH SELLING AREA MUST BE SET ASIDE FOR THE SALE OF PERISHABLE GOODS, SUCH AS FRESH PRODUCE, BAKERY, DAIRY AND FROZEN FOODS (WHICH MAY INCLUDE FRESH MEATS, POULTRY AND FISH), OF WHICH AT LEAST 500 SQUARE FEET MUST BE USED FOR THE SALE OF FRESH MEAT, FRUITS AND VEGETABLES. MINIMUM LOT SIZE MUST BE FIVE (5) ACRES.

* * *

Section 3. The Tolleson City Code, Chapter 12, Land Usage, amending Article 12-4, Zoning, Section 12-4-41 (Uses Permitted in the C-1 Zoning District), as follows (additions in **ALL CAPS**; deletions in ~~strikeout~~):

§ 12-4-41 - PERMITTED USES.

(A) In the C-1 District, the following uses are permitted in enclosed buildings with exterior walls and roof systems of materials approved and accepted by the International Building Code:

* * *

(8) ~~Grocery and convenience stores, markets;~~ **GROCERY STORE/CARNICERIA (NEIGHBORHOOD).**

* * *

(B) In the C-2 District, the following additional uses including the above uses in division (A) 1-11, excepting R-2 uses, are permitted in buildings with exterior walls and roof systems of materials approved and accepted by the International Building Code:

(15) GROCERY STORE (REGIONAL).

Section 4. The Tolleson City Code, Chapter 12, Land Usage, amending Article 12-4, Zoning, Section 12-4-42 (Uses Subject to Use Permit in the C-1 Zoning District) as follows, (additions in **ALL CAPS**; deletions in ~~strikeout~~):

* * *

§ 12-4-42 - USES SUBJECT TO USE PERMIT.

In the C-1 District. Only specific uses are designated as use permitted subject to a use permit. All use permits must be approved by the Tolleson City Council at a public meeting as per §§ 12-4-165 through 12-4-170, Procedures:

* * *

(5) CONVENIENCE MARKET

(6) GAS STATION

(7) GROCERY STORE (REGIONAL)

(58) Other uses determined by the Zoning Administrator and City Council to be similar to those permitted hereinabove and not detrimental to the purpose of the C-1 District, nor to the public safety and welfare.

Section 5. All ordinances, parts of ordinances and resolutions in conflict with the provisions of this Ordinance, or any part of the City Code adopted herein by reference, are repealed.

Section 6. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona this 25th day of August, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

NOTICE OF PUBLIC HEARINGS

CITY OF TOLLESON

NOTICE IS HEREBY GIVEN that the City of Tolleson Planning and Zoning Commission will conduct a **PUBLIC HEARING** on **TUESDAY, AUGUST 25, 2026** at **5:00 PM**, and the Mayor and Council will conduct a **PUBLIC HEARING** on **TUESDAY, AUGUST 25, 2026** at **6:00 PM**, both during Regular Meetings held in the Council Chambers at the Tolleson Civic Center, 9055 West Van Buren Street, Tolleson, Arizona 85353, and via Zoom Webinar. Planning and Zoning Commission Webinar: <https://us02web.zoom.us/j/83763983293> (Meeting ID: 837 6398 3293); Mayor and Council Webinar: <https://us02web.zoom.us/j/84069679194> (Meeting ID: 840 6967 9194); and telephone access for both meetings: 1-253-215-8782.

The purpose of the public hearings is to solicit comments from interested parties regarding a proposed ordinance amending the Tolleson Zoning Code, Chapter 12, Land Usage, Article 12-4, Zoning, by amending Section 12-4-9 (Definitions and Terms), Section 12-4-41 (Uses Permitted in the C-1 Zoning District), and Section 12-4-42 (Uses Subject to Use Permit in the C-1 Zoning District). The proposed amendment would permit neighborhood grocery stores/carnicerias in the C-1 Zoning District and would allow convenience markets, gas stations, and regional grocery stores in the Neighborhood Commercial (C-1) Zoning District subject to approval of a use permit. (Ordinance No. 631 N.S.)

Published in the Arizona Business Gazette—Republic Edition on August 8, 2026.



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 632 N.S. - Regional Grocery Stores in the CORE District

MEETING DATE: August 25, 2026

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Development Services Department is requesting adoption of Ordinance No. 632 N.S. amending Section 12-4-93 of the Tolleson Zoning Code to permit regional grocery stores in the Downtown Tolleson Commercial, Office, Residential and Entertainment (CORE) Zoning District subject to specified conditions.

BACKGROUND:

Section 12-4-93 establishes the land-use matrix and conditional-use standards for the CORE Zoning District. Regional grocery stores are not currently identified in the CORE land-use matrix. The proposed amendment would add regional grocery store as a use permitted with conditions and would add the applicable condition to subsection 12-4-93(C).

The Planning and Zoning Commission is scheduled to conduct a public hearing at 5:00 p.m. on August 25, 2026, receive comments from interested parties and make a recommendation to the City Council. The City Council will consider the Ordinance later the same day.

DISCUSSION:

Ordinance No. 632 N.S. would make the following amendments to Section 12-4-93:

Land-use matrix. Adds regional grocery store to the CORE land-use matrix and designates the use with a "C," meaning permitted with conditions.

Conditional-use standard. Adds regional grocery store to subsection 12-4-93(C) and limits the use to a maximum gross retail floor area of 50,000 square feet. Office, storage, loading docks and other non-retail space are excluded from the gross retail floor-area calculation.

Renumbering. Renumbers the existing conditional uses that follow the new regional grocery-store provision.

The Ordinance also contains standard provisions repealing conflicting ordinances, providing for severability and authorizing City officials to take the steps necessary to carry out the purpose and intent of the Ordinance.

BUDGET IMPACT:

There is no anticipated impact to the City budget associated with adoption of this Ordinance.

RECOMMENDATION:

Staff recommends adoption of Ordinance No. 632 N.S.

ATTACHMENTS:

1. Ord 632 N.S. Amending Article 12-4, CORE District, Section 12-4-93 Land Use - Permit Regional Grocery Stores 08 25 26
2. 08 25 26 Amending Zoning Code - Permit Regional Grocery Stores in CORE District - Ord. 632 N.S.

ORDINANCE NO. 632 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE TOLLESON ZONING CODE, CHAPTER 12, LAND USAGE, BY AMENDING ARTICLE 12-4 ZONING, DOWNTOWN TOLLESON COMMERCIAL, OFFICE, RESIDENTIAL, AND ENTERTAINMENT (CORE) DISTRICT, SECTION 12-4-93, LAND USE, PERMITTING REGIONAL GROCERY STORES IN THE CORE ZONING DISTRICT, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Tolleson, Arizona (the “City”) desires to amend the City’s Zoning Code to permit regional grocery stores within the Downtown Tolleson Commercial, Office, Residential, and Entertainment (CORE) Zoning District.

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

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

Section 2. The Tolleson Zoning Code, Chapter 12, Land Usage, amending Article 12-4, Zoning, Downtown Tolleson Commercial Office Residential Entertainment (CORE) District – Section 12-4-93 – Land Use, as follows (additions in **ALL CAPS**; deletions in ~~strikeout~~):

CHAPTER 12: – LAND USAGE

ARTICLE 12-4: – ZONING

DOWNTOWN TOLLESON COMMERCIAL OFFICE RESIDENTIAL ENTERTAINMENT (CORE)
DISTRICT

* * *

§ 12-4-93 - LAND USE.

(A) *Matrix.* The land use matrix identifies the uses allowed by right, uses permitted with conditions, the uses requiring a use permit and uses that are not allowed. Determination over specific uses that are not referenced in the matrix below shall be made by the Zoning Administrator based on fulfillment of meeting the District's intent and professional judgment. An interpretation of the Zoning Administrator's decision may be filed in accordance with [§ 12-4-3](#) of this ordinance.

P = Permitted

C = Permitted with Conditions

U = Use Permit

A = Permitted as an Accessory Use

X = Prohibited Use

Land Use	CORE	Relevant Sections
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* * *

GROCERY STORE (REGIONAL)	C	<u>12-4-93(C)(6)</u>
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* * *

(C) *Uses permitted with conditions.* The following land uses are listed in the CORE land use matrix as permitted with conditions. These uses are permitted by right only if the conditions listed below for the individual uses are met. Based on site plan and/or tenant improvement plan review, additional conditions of approval deemed necessary to protect the health, safety, and public welfare may be added.

* * *

(6) GROCERY STORE (REGIONAL).

**(a) MAXIMUM GROSS RETAIL FLOOR AREA NOT TO EXCEED 50,000
SQUARE FEET, WHICH DOES NOT INCLUDE OFFICE, STORAGE,
LOADING DOCKS OR OTHER NON-RETAIL SPACE**

(67) Outdoor dining is allowed as an accessory to a restaurant provided that:

* * *

- (78) Outdoor sales and display shall mean the outdoor display of products actively available for sale, such as, but not limited to the placement of propane gas storage racks, ice storage bins, and soft drink or similar vending machines.

* * *

- (89) Seasonal holiday sales events are permitted subject to the following:

* * *

- (910) Sidewalk cafés are allowed in the CORE provided that:

* * *

- (1011) Reserved.

* * *

- (1112) Vending kiosks: The purpose of this subsection is to provide for flexible, site-specific, opportunities to encourage and enliven pedestrian activity within the streetscape and provide for an eclectic mix of small businesses and community information in the CORE District.

* * *

Section 3. All ordinances, parts of ordinances and resolutions in conflict with the provisions of this Ordinance, or any part of the City Code adopted herein by reference, are repealed.

Section 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona this 25th day of August, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

NOTICE OF PUBLIC HEARINGS

CITY OF TOLLESON

NOTICE IS HEREBY GIVEN that the City of Tolleson Planning and Zoning Commission will conduct a **PUBLIC HEARING** on **TUESDAY, AUGUST 25, 2026** at **5:00 PM**, and the Mayor and Council will conduct a **PUBLIC HEARING** on **TUESDAY, AUGUST 25, 2026** at **6:00 PM**, both during Regular Meetings held in the Council Chambers at the Tolleson Civic Center, 9055 West Van Buren Street, Tolleson, Arizona 85353, and via Zoom Webinar. Planning and Zoning Commission Webinar: <https://us02web.zoom.us/j/83763983293> (Meeting ID: 837 6398 3293); Mayor and Council Webinar: <https://us02web.zoom.us/j/84069679194> (Meeting ID: 840 6967 9194); and telephone access for both meetings: 1-253-215-8782.

The purpose of the public hearings is to solicit comments from interested parties regarding a proposed ordinance amending the Tolleson Zoning Code, Chapter 12, Land Usage, Article 12-4, Zoning, Downtown Tolleson Commercial Office Residential Entertainment (CORE) District, Section 12-4-93 (Land Use), to permit regional grocery stores in the CORE Zoning District subject to specified conditions, including a maximum gross retail floor area of 50,000 square feet. (Ordinance No. 632 N.S.)

Published in the Arizona Business Gazette—Republic Edition on August 8, 2026.



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of July 14, 2026 and Special City Council Meeting Minutes of August 10, 2026

MEETING DATE: August 25, 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 July 14, 2026 and Special City Council Meeting Minutes of August 10, 2026.

BACKGROUND:

It is the public policy of the State of Arizona that meetings of public bodies be conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided. Minutes serve a historical purpose, but just as important, they serve a legal purpose, documenting Council's adherence to the proper procedures, city code and state law. The approved minutes are a permanent record.

DISCUSSION:

The minutes provide an outlet for residents to connect with the City of Tolleson in order to stay informed of Mayor and Council's actions, and they are posted on the City's website and filed in the City Clerk's Office. Transcription is provided in order to facilitate communication accessibility and may not be a totally verbatim record of the proceedings.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council approve the Regular City Council Meeting Minutes of July 14, 2026 and Special City Council Meeting Minutes of August 10, 2026.

ATTACHMENTS:

1. 07 14 26 City Council Meeting Minutes
2. 08 10 26 Special City Council Meeting Minutes



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 ACTION MINUTES
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JULY 14, 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

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

B. INVOCATION/PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

City Council: Vice Mayor Jimmy Davis, Council Member Christine Chavira, Council Member Clorinda Erives (participated remotely until 6:20 PM), Council Member Adolfo Gámez, Council Member Linda Laborin, and Council Member Cruzita Mendoza.

Not Present: Mayor Juan Rodriguez

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, Fire Chief Michael Young, Library Director Mandy Carrico, Public Safety Director/Police Chief Rudy Mendoza, and Utilities Director Jamie McCracken.

City Representative: City Attorney Justin Pierce



D. FINAL CALL TO SUBMIT SPEAKER REQUESTS

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. Sister Cities Update – George Good, Chief of Social Impact
2. Introduction of New Employees:
Field Operations Department – Jesus Garcia Guerrero, Skilled Trades Technician Mechanic
Utilities Department – Vincent Tallabas, Utilities Operator
Employee Promotions:
Library Department – Brianna Gonzalez-Aguirre, promoted from part-time Library Aide to full-time Library Aide
Kimberly Sandoval, promoted from part-time Library Aide to full-time Library Assistant
3. Proclamation declaring July 2026 as Disability Pride Month in the City of Tolleson, recognizing the contributions and achievements of individuals with disabilities, promoting accessibility, inclusion, and equal opportunity, and reaffirming the City's commitment to a welcoming community for all. – Wendy Jackson, Deputy City Manager

Vice Mayor Davis proclaimed July 2026 as Disability Pride Month in the City of Tolleson.

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

H. CONSENT AGENDA – ACTION ITEMS

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

1. Approve Regular City Council Meeting Minutes of June 23, 2026. (City Clerk Department)
2. Approve Claims and Bills Report for the period of June 17, 2026 to July 7, 2026. (Finance Department)
3. Approve the Arizona Department of Liquor Licenses and Control Liquor License Application No. 397970, Series 4 – Wholesaler, submitted by Jeffrey Craig Miller for RBG Spirits and Wine of Arizona, located at 320 S. 91st Avenue, Tolleson, Arizona 85353. This non-transferable liquor license authorizes a wholesaler to warehouse, sell, and distribute all types of spirituous liquor, including beer, wine, and distilled spirits, to Arizona-licensed retailers. (City Clerk Department) Public hearing will be opened for public comment, if any.
4. Approve the Arizona Department of Liquor Licenses and Control Liquor License Application No. 401792, Series 12 – Restaurant, submitted by Sergio Escamilla for Pony's Miches, located at 9897 W. McDowell Road, Suites C-300 and C-310, Tolleson, Arizona 85353. This non-transferable, on-sale retail liquor license authorizes the holder to sell and serve all types of spirituous liquor for consumption on the licensed premises of a restaurant that derives at least 40% of its gross revenue from the sale of food. (City Clerk Department) Public hearing will be opened for public comment, if any.
5. Approve the First Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Forward Tilt LLC for the purchase of statewide furniture, products, and related services, and authorize the City Manager to execute and deliver said Amendment. The Amendment increases the annual aggregate amount from \$100,000 to \$325,000 for the purchase of additional furniture, products, and related services. The Agreement shall remain in full force and effect through August 31, 2027. (Employee Resources, Library, Government & Public Affairs, and Information Technology Departments)
6. Adopt Resolution No. 2657 of the Mayor and Council of the City of Tolleson, Arizona, approving the revised Intergovernmental Agreement between and among the Arizona Fire & Medical Authority, the Cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for the use of fire apparatus; superseding Resolution No. 2606; and authorizing the City Manager to execute the Agreement. (Fire Department)
7. Adopt Resolution No. 2659 of the Mayor and Council of the City of Tolleson, Arizona, approving an amendment to the Articles of Incorporation of the Tolleson Alliance

Against Substance Abuse (TAASA); authorizing the filing of the Articles of Amendment with the Arizona Corporation Commission; and authorizing all actions necessary to carry out the purpose of the Resolution. (Government & Public Affairs Department)

8. Approve the Fourth Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Shamrock Foods Company for food, fresh product, and related cafeteria supplies, and authorize the City Manager to execute and deliver said Amendment. The Amendment increases the annual aggregate amount from \$177,500 to \$213,000 for the purchase of additional products. The Agreement shall remain in full force and effect through June 30, 2027. (Human Services Department)
9. Adopt Resolution No. 2656 of the Mayor and Council of the City of Tolleson, Arizona, approving the Third Amendment to the Intergovernmental Agreement between the City of Tolleson and the City of El Mirage, Arizona, for Police and Fire Dispatch Services and Administration, related to the annual cost adjustment and radio console upgrade, and authorizing the City Manager to execute the Third Amendment. The Amendment establishes an annual fee of \$1,487,800 for Fiscal Year 2026–2027 and provides for a one-time payment of \$112,000 from the City of El Mirage for a radio console upgrade. (Police Department)
10. Approve the Third Amendment to the Cooperative Purchasing Agreement between the City of Tolleson and Capital Pump & Equipment, LLC, for maintenance, repair and operation (MRO) equipment, supplies, materials, and services, and authorize the City Manager to execute and deliver said Amendment. The Amendment increases the annual aggregate amount from \$300,000 to \$350,000 for the purchase of additional equipment and services. The Agreement shall remain in full force and effect through April 30, 2027. (Utilities Department)

Council Member Gámez moved to approve Consent Agenda items 1. through 10.; the motion was seconded by Council Member Chavira. The motion carried 5 to 0.

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2658 of the Mayor and Council of the City of Tolleson, Arizona, approving the Intergovernmental Agreement between City of Tolleson and Tolleson Elementary School District relating to School Resource Officer (SRO) services, and authorize the City Manager to execute and deliver said Agreement. The term of this Agreement shall be from the last date of execution until the end of the school year on May 27, 2027. If the District is awarded a School Safety Grant, it shall reimburse the City for the total cost of the officer assigned to the District, shared by the Arizona

Desert Elementary and Porfirio H. Gonzales Elementary school sites, in the amount of \$153,561.20 for a 10-month assignment in the 2027 Fiscal Year. (Police Department)

Council Member Gámez moved to adopt Resolution No. 2516; the motion was seconded by Council Member Laborin. The motion carried 5 to 0.

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Finance Department Update – Kevin Artz, Chief Financial Officer

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

1. Reminder: The City Council Meetings scheduled on Tuesday, July 28, 2026 and Tuesday, August 11, 2026 have been cancelled for summer recess.
2. A Special City Council Meeting will be held on Monday, August 10, 2026 at 4:30 PM to meet the Primary Election canvass deadline. Pursuant to A.R.S. § 16-642(A), the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.

Council Member Gámez moved to convene into executive session at 6:44 PM; the motion was seconded by Council Member Mendoza. The motion carried 5 to 0.

Vice Mayor Davis – Aye

Council Member Chavira – 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)(7) to discuss and consult with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the lease of City-owned property.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

The meeting was adjourned at 7:11 PM.

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 conformance 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.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

City of Tolleson**Checks Recorded****Check Dates: June 17, 2026 to July 7, 2026****PAYMENTS OVER \$10,000**

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
FELIX CONSTRUCTION COMPANY	\$746,754.58	188063	7/7/2026
ASR CONSTRUCTION GROUP LLC	\$165,635.75	188055	7/7/2026
AIRWAVE COMMUNICATIONS ENTERPRISE	\$71,724.49	188054	7/7/2026
LEA-ARCHITECTS LLC	\$67,465.43	188043	7/2/2026
WESTERN ENVIRONMENTAL EQUIPMENT CO	\$48,965.77	188025	6/29/2026
PEORIA FORD	\$37,973.41	188008	6/29/2026
MARICOPA COUNTY SHERIFF'S OFFICE	\$35,577.64	188069	7/7/2026
EKC ENTERPRISES INC	\$34,056.90	188040	7/2/2026
WASTE CONNECTIONS OF ARIZONA	\$27,484.88	188023	6/29/2026
ARIZONA COMMERCIAL DIVING SERVICES INC	\$27,200.00	187939	6/24/2026
VERIZON WIRELESS SERVICES LLC	\$15,128.80	188020	6/29/2026
ALEX AREVALO	\$15,000.00	187982	6/29/2026
THE PARTY PEOPLE OF ARIZONA	\$13,002.52	188096	7/7/2026
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$12,650.00	188036	7/2/2026
ARIZONA BOUNCE AROUND INC	\$10,150.30	187938	6/24/2026

Post-Production File

City of Tolleson
City Council Meeting Minutes
July 14, 2026

Transcription Provided By:
eScribers, LLC

* * * * *

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

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DAVIS: Good evening, everyone. Good evening, everyone. Are we ready? Are we ready?

CHAVIRA: Ready.

DAVIS: I'm Vice Mayor Jimmy Davis. Today is July 14th, and I would like to call the City Council meeting to order.

City Attorney, will you please provide the invocation?

And Council Member Chavira, will you please lead us in the Pledge of Allegiance after that?

PIERCE: Our beloved Father who art in heaven, we come before thee once again with gratitude that we could be here in the circumstances that we're in. We're grateful for this wonderful city, for the leaders that provide direction and support for all of us who are here. We are grateful for the opportunity of self-governance and pray that thou would please bless this Council with wisdom and guidance from thee to make decisions that will be appropriate. And we pray for those, again, that keep us safe and that show up when we need help, many of whom are here tonight. We pray that they will be blessed for their service and kept safe and protected, as well that they might return home to their families safely. We pray for our country, we pray for our world, we pray for peace in the name of Jesus Christ. Amen.

ALL: Amen.

(Pledge of Allegiance)

DAVIS: I just want to yell, "play ball" after that. It's just -- one of these days I'm going to. So roll call is next. Please let the record reflect that all Council is present with the exception of Mayor Rodriguez. And I do see that Councilwoman Clorinda Erives is online.

ERIVES: Thank you, Vice Mayor.

DAVIS: Call to submit speaker requests. Now is the final call to submit speaker requests to the City Clerk. All speakers will be limited to three minutes for comment only.

Actions taken as a result of public comment will be limited to one, responding to criticism; two, directing staff to review the matter; or three, asking that a matter be put

on a future agenda.

Madam Clerk, do we have any speaker requests?

ZAMORA: We do not, Vice Mayor.

DAVIS: Call to the public. It is now the call to the public.

City Clerk, do we have any submissions?

ZAMORA: We do not.

F, scheduled public appearances and proclamations. Number 1 is the Sister Cities update. At this time, we will call up Chief of Social Impact Good.

Sir, you have the floor.

GOOD: Good evening, Mayor, Vice Mayor, and Council and invited guests. I have the great privilege tonight of introducing some of our friends from our Sister City Program who have traveled here to be with us. We have a couple firefighters, which I'll introduce. Some speak English, some do not. But I want to make sure you guys get a chance to meet them. And we have -- first, we have Alex Chavez (ph.).

Alex, if you would stand, please, por favor.

And he has been on the Penasco Fire Department for 25 years. We also have Edgar Tapia (ph.), and he's been on the Department for 13 years. And so they're here with us. They're spending time at the Tolleson Fire Department for a few days. Tomorrow, they'll be over at the Arizona Fire Chiefs' Conference in Glendale. So it's part of the annual conference. So we tried to plan this visit around that and around our firefighters' availability also. And before I forget, I want to thank our firefighters who have really been helpful. There's a lot of them in the back of the room. And they've all been involved with them. But the ones who have been the lead on it, I know Eddie Meza. There's a Mr. Topete also. If you can raise your hand so they know who you guys are. Captain Meza was just promoted. So I think we're going to talk about him later tonight. So congratulations to him. But our entire department is involved in sharing and learning about strategies that they use in Penasco and sharing things and equipment that we do here. Also, through the graciousness of Chief Young, we have some equipment that we will be donating that they'll be taking back with them -- some

jaws of life, we call them -- two sets of those, along with a couple sets of air packs. So they'll be taking them back to Penasco to better serve their community down there. So possibly walking in would be the -- I keep looking back there. Possibly walking in would be the fire chief and the public safety director. They are close. They may not make it here on time, but possibly, they'll be here. So we'll see about that. Also, I want to recognize some other people that were involved with the program of the Sister Cities. And that is -- some of you may recognize Chief Davis back here and his lovely wife, Lori (ph.). And they are part of the Sister Cities Program, as they represent the Senior Center. And they've got those same hats that you guys have on right now. And for anyone that may not know, the Vice Mayor, along with Council Member Chavira and our mayor, have all been down to Rocky Point as part of this program. And then, I would be remiss if I didn't mention Martin Martinez (ph.). He is the economic development director for the City of Penasco. This is his third time being the -- under different, I was going to say presidents down there. They call them Presidente Municipal, but this is his third mayor that he's been the economic -- or the tourism director for the City of Penasco. So obviously, he's doing a lot of good things to where they continue to select him to be in that role.

So with that, we continue to work on different programing, and we've got some insurance things I think we've got worked out now. And so we'll see about sending some folks down there. None of this would have been made possible without your support and the support of the City Manager and the deputy city managers, as well as the participation and involvement of Chief Young and the Tolleson firefighters.

So with that, Chief, would you come up?

Chief has something to present to you also, and I'll mention what they are. These hats say "Tolleson Bomberos." If you want, maybe just pass them to the Council. And so these hats were --

CHAVIRA: Oh, I love those.

GOOD: -- originally developed at the Tolleson Fire Department, but since they said "bomberos," all the firefighters down in Penasco have these hats, and they're allowed to

wear these hats while they're on duty down in Puerto Penasco. So that's a pretty cool thing.

And Chief, is there anything you'd like to add?

GOOD: Yeah. I just want to -- just again, thank you guys for your support, not only for the Department but for this program. A lot of times in this profession, we get called on people's worst days. And it's hard to find those rewarding times. And that's where the, you know, being active in our community, being at the Senior Center, those are times that are very rewarding to us. And then, when it comes to the equipment, sometimes you don't know where this equipment goes. It gets broken. It gets sold. You just don't know. And so the fact that you guys are supportive of this program, allowing us to repurpose our equipment here to help our Sister City, are those rewarding times that we find, you know -- what's the word I'm looking for -- priceless. And so these hats are just a token of that thanks for supporting this program. And thank you to Chief Good for always being the lead on this, and to our city staff. But just thank you guys very much.

GOOD: And then, one last thing. The fire chief and the public safety director have just walked in. And so that is Armando Flores (ph.). They call it -- he's the Director de Proteccion Civil. But it's basically public safety director. And then Ramses Romo (ph.) to his right, and he is the Fire Chief for Penasco. And so they're just getting in, and they'll be here for a day or two also participating. And there's an event I think Jason may talk about later, possibly. And then, I'm sorry. I don't remember the name of the third gentleman.

(Spanish spoken).

He has a tile shop down in Penasco, and so I forgot his last name. Anyway. So again, it's an honor for me to be able to be participating in this program and to introduce to you all of our friends here and our existing friends from the Fire Department who are here for you guys every day, and our new friends here with Puerto Penasco. So if there's any questions, I'd be happy to take them. Otherwise, thank you all very much.

DAVIS: Member Gamez, do you have a question?

GAMEZ: Actually, no. I just want to -- I have a statement.

(Spanish spoken).

Thank you.

CHAVIRA: (Spanish spoken).

LABORIN: (Spanish spoken).

DAVIS: Well, I don't speak Spanish, so I'm just going to tell you, welcome to Tolleson. I'm glad to have you here. I've had the pleasure of visiting your home many times. And I'm excited that we are able to do the Sister Cities Program, but really do something with it; not just make it a proclamation, not just say something, but actually, you know, put those words into action.

So thank you, Chief, for all your hard work on this. Thank you for translating for me when we go to Mexico. I need to work on that, I think. But yeah.

Welcome to Tolleson. Welcome to the Valley. I hope you guys enjoy yourself. I wish that the weather was better. Can't help that. Sorry, guys. But you know, you'll get to go to the beach when you get home, so just think of that.

Go ahead.

GAMEZ: I think that -- I'm sorry. Maybe in Spanish.

(Spanish spoken).

As I explained it, years ago, we used to have a Sister Program with Sonora, Mexico. Okay? And what I'm saying is that we did it with the schools as well. Hands Across the Border, it was called. So we had the Sister Program and the Hands Across the Border. Our kids went over there, the elementary, and they were freaked out because they were walking through their school classrooms. They had maybe one or two desks. The floor was dirt. And our kids were like, what the? Well, you guys don't know how well you have it, how good you have it. These people come to school -- these kids come to school, and they're happy to be here, and they're proud of their school. But it can be better if we help each other out. And that was the whole focus on Hands Across the Border and Sister City Program. That was years ago. And now, we're back doing this with Rocky Point, Puerto Penasco. (Spanish spoken). What do you guys think about having that program resurrected? Not that you need more work, but you know, it's for

kids. Anyway, I just thought I'd say that. Gracias.

MEDRANO: Could we get a quick picture of all of our firefighters -- the Tolleson firefighters with our guests here tonight? That'd be great. Thank you.

DAVIS: Line up for a picture.

(Spanish spoken)

(PHOTO TAKEN)

DAVIS: All right. We're going to move on to item 2, introduction of new employees.

City Manager Medrano?

MEDRANO: Got it. We're good. Good evening, everyone. And again, welcome to our friends from the South. (Spanish spoken). We love having you here. I was able to travel to one of the first trips that I went with the Vice Mayor. And we tag-teamed our Spanish, and we made it through, sir, as you recall. It was fun. I look forward --

DAVIS: It was a little rough at times.

MEDRANO: It was a little -- yeah.

DAVIS: We got it done.

MEDRANO: All I did was eat the incredible food down there, so. I look forward to going again. First, this is by far my favorite thing to do during our meetings is to acknowledge the incredible people that we've managed to convince to choose Tolleson as their professional home, their public service home. So first, our new employees in field operations; Jesus Garcia Guerrero, skilled trades technician/mechanic. I don't know if he's here or on Zoom.

But if you're hearing me, Mr. Guerrero, congratulations and thank you for choosing Tolleson.

In the utilities department, Vincent Tallabas, utilities operator. Again, Mr. Tallabas, not only is that a cool name, it, like, synchronizes with Tolleson very well. The alliteration is undeniable. And congratulations and thank you for choosing Tolleson.

Onto our promotions in the library department; Brianna Gonzalez-Aguirre promoted to part-time library aide -- from part time library aide to full-time library aide.

Congratulations, Ms. Aguirre.

Kimberly Sandoval, promoted from part-time library aide to full-time library assistant.

And congratulations to you, Ms. Sandoval.

And this happened after the -- this next promotion happened after we put out the agenda. So I think this is a happy oversight -- or not an oversight, but issue of timing. But it brings me great honor. I've worked with this person for years now. I think we're pushing two decades knowing each other. And we share a name. His first name is my middle name. So please help me congratulate Eduardo "Eddie" Meza, who is promoted to the rank of -- oh, go tackle him. We'll do this again. We'll going to do this again. I didn't know he left. But yeah, I think we're all very happy. And if anyone's ever earned something, he has. And as you all know, he's a joy to work with. And having known him for so long and his family, Tolleson is lucky to have him. But yes, we'll bring him back, Chief, and do it right. He left. Sorry.

Thanks, Travis (ph.).

Thank you, sir. Those are all of our announcements.

DAVIS: Council, ready?

Just welcome to the new employees. Welcome home. Welcome to the Tolleson family. And congratulations to all of those who got promotions.

All right. At this time, I'm going to invite up James Stormzand -- I just butchered that name, I'm sure -- from Arizona Department of Economic Security. And he's going to talk to us a little bit about Child Support Awareness Month.

STORMZAND: Thank you, everybody, for having me here today. Again, I work for the Department of Economic Security Division of Child Support Services. We're here today because we are committed to advocating for children in whose safety and security remain top of our mind. And a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with courage to the very best future that they have possible. The Department of Economic Security Division of Child Support Services is robustly committed to putting Arizona's children first and to humbly serving Arizonians with excellence. DCSS strongly advocates for parenting responsibilities because parents and children benefit when both are engaged with their

children at every stage, regardless of marital status. So we'd like to proclaim August 2026 Child Support Awareness Month in partnership with the Governor's office and with you, the City of Tolleson. Thank you again for being here today. If there's any community members, family members, or people in your agencies who need help with child support, continue to encourage them to work with the Department of Economic Security Division of Child Support Services. We know with our work together, we can provide a better future for Arizonians' children.

DAVIS: All right. Let's get you up here. It's a great prop.

STORMZAND: Yeah.

(PHOTO TAKEN)

DAVIS: Well, a formal proclamation will be done at a later date for that particular proclamation. All right. Item 3 is a proclamation declaring July 2026 as Disability Pride Month in the City of Tolleson, recognizing the contributions and achievements of individuals with disabilities, promoting accessibility, inclusion, and equal opportunity, and reaffirming the city's commitment to a welcoming community for all. Deputy City Manager Jackson is going to say a few words regarding this proclamation.

JACKSON: Yes. Good evening, Vice Mayor, members of Council.

Alice Wong, a disability justice and LGBTQ-plus advocate once said, "disabled people are experts in adaption, creativity, and resilience." As public servants, our responsibility is to become experts as well, not in adaption, but in creating accessible pathways that remove barriers and make employment, public services, and community participation possible for everyone. This year's theme, "The World Works Better with Us," reminds us that inclusion is more than providing accommodations. It is about creating opportunities for everyone to contribute their unique talents, perspectives, and experiences. When we focus on removing barriers instead of expecting people to overcome them, we build a stronger community and workplace. As we recognize Disability Pride Month, I encourage each one of us to ask one simple question; what barrier can I remove today so someone else has the opportunity to succeed? If each one of us can answer that question through our work, we won't just be recognizing

Disability Pride Month, we'll be putting its purpose into practice. Thank you so much.

DAVIS: I just want to share a quick story. So earlier today, actually, I got a call from a friend who was traveling with her disabled father, who's also a veteran, I might add. And she was expressing how frustrated she was with being in spaces that were not ADA-compliant. And you know, that really made me think about my own experience. I spent about six months without mobility. So I was in a wheelchair, and then I had to spend another about six months with a walker, and probably about two years utilizing a cane. And so it is definitely something that I think is overlooked by, you know, the everyday person. I had to think about -- and this instant, they had to think about -- will the wheelchair fit through the door? Can I get from point A to point B? What if I need to go to the bathroom? Is the bathroom ADA-compliant? You know, those are all things that you think about, and then they make you really not want to go anywhere. And so I think as we continue making decisions as a city, we need to really make sure that we are looking through that lens and making sure that all of our facilities, our entire city is handicapped-accessible, is ADA-compliant because it really, truly is a struggle. It's something that, you know, I dealt with, and I hope I never have to deal with again. But you know, the reality is I might, so. But no matter what, we want to make sure that everyone is able to fully participate in our city. Even if it's our events, we need to make sure that those are ADA-compliant. No matter what it is, we want to make sure that everyone feels welcome and at home here in Tolleson. So that's that.

Council, anyone else want to add anything?

JACKSON: 100 percent..

DAVIS: With that, I will, I guess, proclaim it. Now therefore, I, Vice Mayor Jimmy Davis, do hereby proclaim July 2026 as Disability Pride Month in the City of Tolleson. Be it proclaimed.

Next on the agenda is business from the floor. There's no items under that item. H, consent agenda. Items on the consent agenda are of a routine nature and are intended to be acted upon in one motion. I see items 1 through 10. Council, what say you?

GAMEZ: For approval.

DAVIS: Okay. Councilman --

CHAVIRA: Second.

DAVIS: Gamez motions to approve. The second is Councilwoman Chavira. All in favor, say aye.

GAMEZ: Aye.

CHAVIRA: Aye.

DAVIS: All opposed? All right. Motion carries. Regular agenda action items; item 1, adopt or deny Resolution Number 2658 of the Mayor and Council. I'll call up Police Chief Mendoza. Not here?

MEDRANO: Vice Mayor? Oh. He's online? Good.

Sorry, Rudy. I didn't see you on there.

MENDOZA: It's all good. Good evening, Vice Mayor and Council. This is the IGA for a -- What's that? What's that?

DAVIS: You were really, really loud for a minute. But I think we got it under control now.

MENDOZA: Oh, okay. That's really bad considering I have a very projecting voice. So I apologize for that. So this is the IGA for the school resource officer. The school had applied for the grant, and they were not awarded the grant. But we feel very strongly about providing a police officer for security at elementary school campuses. So we would continue doing that. However, that position would be paid for by the city and not reimbursed by the grant.

DAVIS: Okay. Council, any questions, comments?

GAMEZ: Needed. Has to be done. Move for approval.

CHAVIRA: I agree. I think it's something that's needed. We certainly want to support the elementary school and provide that service.

PIERCE: There's actually been a -- he's moved for approval. So get a second. You can continue to talk, but there's been a motion. So if you can get a second you can --

DAVIS: And is there a second then? Second, Councilwoman Laborin?

And then, we can keep discussing, right?

Okay. Sorry. Sorry. Not to ignore your motion.

GAMEZ: No. No problem.

DAVIS: So I was going to say I definitely support us funding an SRO. I think it's essential that the school has that security on campus. I know that they had -- when they applied for their grants, they tier what priorities were. You know, counselors was their top priority, and they did get that funding. I would encourage them to continue seeking additional funding sources, but I have no problem funding this. It shouldn't be either/or. They need both. So yeah, I'm totally good with this.

CHAVIRA: Well, and I believe that they'll apply again. So hopefully, this is a one-time thing with them, and that we support them in the interim.

DAVIS: So that's (indiscernible).

CHAVIRA: Yeah.

DAVIS: (Indiscernible).

CHAVIRA: Yeah.

DAVIS: (Indiscernible). Well, we've had a motion and a second. Did someone else want more discussion?

Question?

MEDRANO: One quick note. Vice Mayor, members of the Council, we will also help pursue additional funding sources beyond the Governor's office, I believe --

Is the Governor's office or Public Safety? What was it that that they applied to? Do we know? Or the education? Yeah.

Oh, yeah. Rudy, I keep forgetting you're on. It's okay. We're going to find other funding sources to pursue as well. That's all. Thank you.

DAVIS: Okay. Yeah. I will always support funding stuff, you know, education, whether it's security, counselors, preschool, whatever it is, after-school programming. I think it's all essential. You know, and our residents deserve the best, so. All right. There was a motion and a second. So all in favor?

ALL: Aye.

DAVIS: All opposed? All right. Motion carried.

All right. Work study and presentations for discussion; Financial Department update.

Let's call up Chief Financial Officer Artz.

ARTZ: Vice Mayor, Council, staff is here tonight just to give you an update on the Finance Department. So the Finance Department provides support functions to all the departments within the city. And then we also, you know, provide the fiscal planning, treasury services, utility billing for our residents, cash receipts for those utility bills, procurement and contract management -- so that's when we purchase anything, it goes through our procurement department -- accounts payable, paying all the bills, payroll, paying the employees, development and monitoring of the annual operating and capital budgets, establishing and monitoring the internal controls -- so those are the processes and procedures that we put in place to make sure that our assets are safeguarded -- and then, financial reporting, which is our annual financial statements or annual comprehensive financial report. So all of these services help provide to ensure that Tolleson is managed in a financially fiscally effective and efficient manner to help support all city services and programs. So we are an internal service department, provide support to all the other departments. But we also do have a forward-facing component of the utility billing and cash receipts where we interact with the residents and businesses.

So our goals for the year, first goal was to help ensure long-term financial stability of the city. And we do that through a number of different ways. Number one, developing a structurally balanced budget that incorporates ongoing revenues that are in excess of ongoing expenditures; so making sure that the revenues coming in are always more than the ongoing expenditures that we have. Also, programing sufficient reserves to cover operating costs and unforeseen emergencies, making sure that we have enough fund balance and enough contingency fund to handle all of those emergencies that may come up. Completing the annual comprehensive financial report; getting an audit done by our auditors with a clean audit opinion is very important when we go out to borrow money and just to help ensure the confidence of the public of our financial records. And then, reducing the amount of the pension fund unfunded liability. So how this aligns

with Council goals, financial stability of the city, you know, indirectly supports and aligns to all the Council priorities by supporting all of the departments in the city. Some of the metrics for it, so the '25/'26 budget was adopted and was structurally balanced. The city met projections for that. The '26/'27 budget has now been completed. And that was also structurally balanced. The budget programed sufficient revenues to meet our minimum fund balance requirements. The 2025 financial report has been completed. The city did receive an unqualified or clean audit opinion. The fund balance in the general fund was a little over \$69 million and \$118 million in total. And then finally, the funding status for police and fire PSPRS is 100.5% funded and 99.6% funded, respectively.

So feeling like we've done a good job on the financial stability of the city, making sure that our budget's been balanced, that everything's been recorded properly, and that we're able to reduce our unfunded liability.

The second goal was to diversify and enhance city revenues. So we've been able to diversify our investments and extend the maturities on the investments. That has helped us to increase the amount of dividend income that we have coming in. We've also been working with assisting the Development Services Department with the financial analysis for the grocery store development agreement. So we've been assisting Jason and his team with the financial analysis and trying to work through the numbers with the developers there. And then, identifying opportunities for sales tax audits to help ensure compliance, so this is just -- it's not always about getting an assessment on the audit. We're trying to make sure that we're educating the businesses out there so that they continue to pay and pay properly going forward. So that's part of our sales tax audit program. And this aligns with Council's priority on economic development to sustain efforts to grow the local economy, both to strengthen sales tax revenue and expand the range of amenities and services available to the residents. The metrics; investment income for fiscal year '25 totaled \$5.2 million, and that's an increase of over \$4.9 million just from 2022. So over the past three years, we've been able to generate an additional \$13 million of investment income by expanding some of those maturities

and taking advantage of the higher interest rates. So that's all been available revenue to the city without having to charge user fees or taxes. It's just income that we're getting from our investments. 37 audits have been completed, and over \$1.2 million has been collected on our audit assessments. And then, the development agreement for the grocery store has been drafted. And Jason's working with the developer on that. And we'll continue to assist with the financial analysis on that.

Final goal for 2026, enhance the reliability of our financial systems. So we did recently implement a new utility billing module. This allows the residents to actually go online, pay their bill, actually view their account. Under the previous system that we had, the residents couldn't go on and look at what their consumption was or look at their bill. They could only go on and make a payment. So this portal is much more user-friendly and allows the residents to go on in real time and see what their water bill is and what they owe. We also implemented a new procurement and contract management module to help broaden outreach. So any time we can get more vendors to submit on our bids or on our formal processes, more competition means that we generally get a better price. So that's what we're always trying to do to make sure that we're getting good competition every time we go out and buy something, and that we're getting the best price available.

And then, we worked with the Employee Resources Department to implement a new payroll system. That was completed back in February. Again, all of these goals align to just the priorities of Council and all the other departments. The metrics; the Utility Billing module is live as of November 25th. OpenGov is our procurement module. That went live in December '25. And UKG, the new payroll system went live in February '26. And for next year, our major goal is completion of the permanent base adjustment, so preparing the summary and detailed analysis for that document for inclusion in the publicity pamphlet, determining the amount for the base adjustment, and then completing all the required financial documents for inclusion in the election materials. So to date, we have completed the summary and detailed data. That's been prepared, submitted to the Auditor General's Office, and approved by the Auditor General. So

that is now able to be included in the publicity pamphlet. So the next step on this is hold the election in the fall of 2026, and then proceed with the directive from the Tolleson voters. So those are the goals and kind of the summary of the Finance Department over the past years. And staff is available if you have any questions for the Finance Department.

DAVIS: Keep up the great work. Your department (Indiscernible) breaking it down and making it easy to digest (indiscernible).

ARTZ: Thank you.

GAMEZ: Awesome job. Absolutely nothing but consistency from your office. And again, we appreciate it. And I appreciate it. Thank you. Good job.

CHAVIRA: Mr. Artz, we're very fortunate to have you do a wonderful job. We see that our earning capacity on our own interest, I mean, that's tremendous in and of itself. And we have a healthy budget that allows us to do really great things for the city and for the people who live here. And that makes our jobs a whole lot easier. And so it's appreciated. Thank you.

GAMEZ: Yes, sir.

ARTZ: Thank you, Vice Mayor.

DAVIS: Next is Mayor and City Manager's report of current events. Before I go to item 1, I just wanted to give a brief update. Last week, I went to National League of Cities Summer Board and Leadership Meeting in Louisville, Kentucky. Let me start with, I'm glad that I live in Tolleson, Arizona. I'm going to start with that. But it was -- it's always an honor to represent Tolleson in so many different ways. Through the National League of Cities, I am part of the Human Development Committee, the REAL Committee, which is different than the fake committee. Just kidding. The REAL Committee is the Race, Equality, and Leadership Committee. The Small Cities Council, the Hispanic Elected Local Officials, the Young Municipal Leaders, LGBTQLO, I'm on the board of HELO, which is Hispanic Elected Local Officials. Anyway, there's a bunch of them. But I serve on all these different committees because I think it is really important that Tolleson has a seat at the table. And so at this summer leadership meeting, we were helping to form -- so

the National League of Cities is -- their purpose is to be a federal advocacy organization. So they are taking, you know, the direction of all of the cities around the country. And that is what they're pushing forward to our Congress members and senators and even the White House to try to get Washington to listen to the cities, which they don't do. So it's really important that we have a voice and that, you know, we are heard in those meetings. I will say that Louisville is a reminder of a very not-so-amazing past in our country's history. It's obvious where the racial lines were and where they were divided. It's just a lot of poverty. But even in that, you know -- even with that, they are still, you know, trying to move forward and they're trying to do some great things. I had the chance to go to a Goodwill workforce center. It was just an amazing campus. It was 12,000 square feet. A bunch of different organizations came together, and their main focus is career readiness, but for youth, so up to age 24. They do other services for you know, all the other ages as well. But it was just great to see the magic that can happen when collaboration takes place. And so it was definitely -- it gave me lots of ideas to bring home. So that was kind of the highlight of my trip.

Every time I travel to another city for a conference or travel with other organizations, I am reminded at how amazing our staff is here in Tolleson. And so I just want to thank you guys for the amazing work that you do. I know that sometimes -- all the time -- many of you wear lots of hats. And you take on so many roles. And you know, it sometimes, I think, goes unnoticed. But I want you to know that your hard work is much appreciated by this Council. You guys are amazing. You're rock stars. And we are so lucky to have you guys. So I just wanted to thank you guys publicly for all of the hard work that you do. Because every time I go to a different city, you know, I encounter some of the other city staff and what they've got going on. And I'm just reminded of how awesome Tolleson is. So thank you, guys.

MEDRANO: Vice Mayor, that means the world to us.

Council, that means the world to us. And I can speak on behalf of my entire team as we know how good we have it. And you are by far the best council I've ever served, but certainly in the State of Arizona. And I will take on any in the entire country. So we're

the lucky ones. Thank you very much. Nothing happens without you.

DAVIS: That even goes to our city attorney. I sat in a session before. So thank you for not being a crazy city attorney.

MEDRANO: That depends on who you're talking to, bro.

DAVIS: One of the real committee sessions that I sat on -- not at this particular meeting, at another meeting -- they talked about city attorneys and just how political they can be. And they cause a lot of issues. And it made me really happy that our firm is even and hard-working and shows up for the people of Tolleson, not for themselves. So we appreciate you as well.

All right, let's move on with the agenda. So just a reminder that our City Council meetings scheduled for July 28th and August 11th will be canceled for summer recess. And we will have a special City Council meeting held on August 10th at 4:30 via Zoom to meet for the primary election canvass deadline.

All right. Any other updates? Okay. All right. Then that means that we will convene into an executive session. Before we do that, we'll ask everyone who's not going to be a part of that to -- you can leave at this time. The only other item on the agenda is for us to adjourn.

And are we going to take a break, or are we ready --

MEDRANO: Take a break. Take a break.

DAVIS: All right. So we'll take a short 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 JULY 14, 2026. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

CRYSTAL ZAMORA, CITY CLERK



CITY OF TOLLESON

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TOLLESON SPECIAL CITY COUNCIL MEETING ACTION MINUTES

ZOOM WEBINAR ID: 840 6967 9194

MONDAY, AUGUST 10, 2026

4:30 PM

THIS MEETING WILL BE HELD BY REMOTE PARTICIPATION ONLY.

Members of the public may participate in the meeting via Zoom with a computer or cell phone by visiting the following direct link: <https://us02web.zoom.us/j/84069679194>.

A. CALL TO ORDER

Mayor Rodriguez called the Tolleson Special City Council Meeting to order at 4:32 PM.

B. ROLL CALL

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

Council Member Adolfo Gámez was absent.

Department Directors: City Manager Reyes Medrano Jr., Deputy Chief Financial Officer Kevin Artz, Chief of Social Impact George Good, City Clerk Crystal Zamora, and Parks & Recreation Director Randy Babchuk.

City Representative: City Attorney Amy Chan

C. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2660 of the Mayor and Council of the City of Tolleson, Arizona, declaring and adopting the results of the Primary Election held on July 21, 2026, and declaring Jimmy Davis, Clorinda Contreras Erives and Diana Ledesma Ruiz elected to three Council Member seats. (City Clerk Department)

Vice Mayor Davis moved to adopt Resolution No. 2660; the motion was seconded by Council Member Chavira. The motion carried 5 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Laborin – No Vote (Technical Difficulties)



Council Member Mendoza – Aye

D. CITY MANAGER’S REPORT OF CURRENT EVENTS – FOR DISCUSSION

1. COVID Update – City Manager Reyes Medrano, Jr.

E. ADJOURNMENT

The meeting was adjourned at 4:46 PM.

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 accordance with A.R.S. § 38-431.03 for legal advice from the City Attorney.

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

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.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLES PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un adaptación para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

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City of Tolleson
Special City Council Meeting Minutes
August 10, 2026

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be a totally verbatim record of the proceedings.

* * * * *

MAYOR RODRIGUEZ: Okay. Good afternoon, everyone. I'm Mayor Juan Rodriguez, and I'd like to welcome everyone to today's meeting. It is August 10th, and today's a special city council meeting, so we'll call it to order. Gavel. All right. I'll put it away. All right. Please let the record reflect that all council members are present with the exception of council member Adolfo Gamez at this time, unless he's jumped on already.

MEDRANO JR.: Not yet.

MAYOR RODRIGUEZ: He's not here? We're all present, with the exception of Adolfo. So we're going to move on to C, which is regular agenda action item. This should be a pretty quick meeting, so I'm going to try to rock and roll through it. We only got one item, and that's to adopt or deny Resolution No. 2660 of the Mayor City Council of the City of Tolleson, Arizona, declaring and adopting the results of the primary election held on July 21st, 2026, and declaring Jimmy Davis, Clorinda Erives -- oh, I'm sorry, Clorinda Contreras Erives, and Diana Ledesma Ruiz elected to three Council Member seats.

So city clerk, does that make sense? Do you have anything to add?

ZAMORA: Yes. I'll just say a few words, and then you can vote on it. Mayor and council, a total of 667 ballots were cast. Under Arizona law, the majority threshold for this election was 274 votes. Jimmy Davis, Clorinda Contreras Erives, and Diana Ledesma Ruiz each received a majority, and are therefore declared elected to the three council member seats. No council candidates will advance to the general election.

MAYOR RODRIGUEZ: That's awesome. So with that, council, do we have any questions or comments for Crystal at this time?

DAVIS: No questions, but I'll motion to approve.

MAYOR RODRIGUEZ: Okay. We have a motion to approve by vice mayor Jimmy Davis. Do we have a second?

CHAVIRA: Second that.

MAYOR RODRIGUEZ: Okay. I have a second by council member Christine Chavira. All those in favor, please signify by saying aye and give me a thumbs up.

CHAVIRA: Aye.

ERIVES: Aye.

DAVIS: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: I heard a bunch of ayes, so I'm going to assume that it passed unanimously. Thank you very much, everybody. I will say that --

MEDRANO JR.: Roll call it? (Indiscernible).

MAYOR RODRIGUEZ: I'm sorry. I couldn't hear what you were saying, Reyes.

MEDRANO JR.: I was asking Crystal if we should do a roll call vote, because that's what MAG does --

MAYOR RODRIGUEZ: Okay.

MEDRANO JR.: -- when it's on Zoom. So can we do a roll call just to make sure it's certified properly?

MAYOR RODRIGUEZ: I should go last.

Actually, Christine, if you can put your camera on and just let us know how you voted?

CHAVIRA: Okay.

ZAMORA: I could call everyone, mayor.

MEDRANO JR.: Or you don't have to put it on. Just say yay or nay.

MEDRANO JR.: However you want.

CHAVIRA: Yay.

MEDRANO JR.: So she's aye.

ZAMORA: Mayor Rodriguez?

MAYOR RODRIGUEZ: Aye.

MEDRANO JR.: He wants to go last.

MAYOR RODRIGUEZ: I just went.

ZAMORA: Vice mayor Davis?

DAVIS: Aye.

ZAMORA: Council member Erives?

ERIVES: Aye.

ZAMORA: Council member Laborin? You're on mute, Linda.

MAYOR RODRIGUEZ: We can talk to Cruzita until we can have her figure it out.

ZAMORA: Council member Mendoza? Councilwoman Mendoza and Laborin, you both are on mute.

MENDOZA: Aye.

ZAMORA: There we go.

MEDRANO JR.: Thank you.

MAYOR RODRIGUEZ: Cruzita?

MENDOZA: Yes.

MAYOR RODRIGUEZ: Thank you.

And Linda?

ZAMORA: Linda? Linda, are you able to unmute?

MAYOR RODRIGUEZ: I mean, strictly on the math, that's five yeses.

MEDRANO JR.: You have five. We're good. I think she's having technical difficulties.

MAYOR RODRIGUEZ: Yeah. One not present and then one that's having technical difficulties.

MEDRANO JR.: We got five. We're good, I think. I'll defer to Chan, but I think we have our -- there she is. She's on.

CHAN: Yeah. I agree. You all are good. I'm sorry that council member Laborin can't weigh in officially; but yes, you have your majority.

MAYOR RODRIGUEZ: All right.

MEDRANO JR.: Great.

MAYOR RODRIGUEZ: Well, with that, I just wanted to say that running for public office is -- I think takes special people. They have to have the courage to throw themselves out there. And the general public is, for the most part, nice; not always, but in many cases, they like to challenge you, and they try to figure out all kinds of stuff about you. And you know, it takes somebody who's got a level of courage; a little bit of crazy; and then ultimately, I think they also have to have a little bit -- a lot of community love. And so I can say that all the people that decided to run, whether it's reelection or for the first time, were well intended. They went out there and ran their campaign. I didn't see no mudslinging, which is beautiful. That's always a great thing. And the people who

worked hard and you know, earned the trust of the residents got elected. And so we enter a new chapter. It's a great chapter in the evolving story of our great city of Tolleson.

So thank you, everyone, those that won and didn't win, for having the courage to come out and at least compete and wanting to be a participant in making our future better. So muchas gracias to everybody, and particularly thanks to the three candidates who are now our team members. So our current council members and our new council member, Diane Ledesma Ruiz, we look forward to working with all of you as we move forward as a team.

So with that, council members, is there any other questions or comments at this time? Not seeing any. I'm going to move on to city manager's report of current events, number one, which is an update on COVID.

LABORIN: Can you hear me now?

MEDRANO JR.: Thank you.

MAYOR RODRIGUEZ: Oh, there she is. Hey, Linda.

MEDRANO JR.: Yes.

MAYOR RODRIGUEZ: Linda, we can hear you. You know, it was made -- the question was if you were for or opposed to it, yay or nay, for the adoption of the three -- of the three council members. Yeah. I don't know where she's at.

But Reyes, why don't you go ahead and give us the update?

MEDRANO JR.: Thank you, mayor, members of council. I'll ask George to briefly cover what we're doing moving forward. But we did have within an hour, less than an hour, three reports of positive COVID tests on Friday. And as you recall, you were notified that we shut down for the weekend. We have the notif for the positive tests have been isolated to the senior center, so only the senior center remains closed. And George will talk about how we're reaching out to that population to make sure they're getting services. And the senior center alone will be closed to senior center social club activities until next -- on the 17th, George?

GOOD: Yes, sir.

MEDRANO JR.: So with that, George, talk about what we're doing to make sure that our people are still being served, and then what we're doing going forward.

GOOD: Okay. Mayor and council, as Reyes said, we will be closed in the senior center only until next Monday. A week from today, we'll reopen at 7:30 if all goes according to plan. We are shut down now. We have left the housing rehabilitation, and the utilities assistance, and rental assistance open. So if people need assistance with that, we can bring them in, but the doors to the center itself are locked. So we'll bring them in either if they arrive or by appointment, and we served several people today that way. So we're taking precautions in terms of social distancing, and masking, and those types of things so that we don't have any other cases there.

We have had the entire building fogged and decontaminated by our field ops division, so that's been good. And then for today, we have -- well, I'll back up a second. We have signage, which is at the front and the north and south doors, indicating that the senior center itself will be closed until next Monday. We are continuing to distribute food. We have homebound deliveries that we do. We also have people that we would normally pick up with our busses, so we have added them to our delivery routes. And we have served, so far, about 70 people today. The evening food service is through Chartwells, and so that's being picked up right now. We have curbside delivery. That's another option for people. They can drive by.

We have signage out with A-frames so that people will know where to pick it up, which is on the east side of the building over there outside of Human Services. We are doing breakfast, lunch, and dinner, as mentioned through Chartwells. And for all the deliveries and the people that are coming through the line, we're offering sanitizer and a COVID test. So we got some COVID tests in, and they are available for both our staff members and also anybody that we're serving. The deliveries also provide us an opportunity to do a welfare check on people that are home, just to make sure they're doing okay and to see if they have had any health issues.

So we will be continuing this through Saturday, as we're normally open Saturdays. So we won't be open at the center, but we will continue the meal delivery program

through Saturday, and then hopefully again, if all goes well, we'll open up again Monday morning at 7:30. And we have also ordered, in addition to the COVID tests, we have ordered N95s, which we're giving out. They'll be in tomorrow, and we'll have those available for the seniors and also for any employees in the city if they would like. So that's our PPE plan that we have so far.

And then our -- we have a group that operates as kind of our unofficial team in evaluating things. And so we're continuing to monitor things. And we've had a couple other things we've been looking at recently, but this is the one we're focusing on now. And with that, I'd be happy to answer any questions.

MAYOR RODRIGUEZ: I don't have any questions. I do have some comments. I think you guys, as soon as you found out about it, were very proactive, jumped on top of it to try to contain anything that could get worse. So I'm very appreciative to staff for doing that. And of course the communication, for me and the rest of the council, was equally as proactive. And so you know, these kinds of things have a way of getting out there, and so you definitely put us in front of it. So I really appreciate that.

And just want to encourage all council members -- Christine, I do see your hand up. I'll call on you right now. All council members that if you do get questions from individuals, especially the media, to please forward them to our public affairs section, which I'm sure they have already come up with a response on how we want to lay this out when it comes to the media and so on and so forth. But to my knowledge, there hasn't been any inquiries. But if there are, I just want to remind council members that that's the correct strategy moving forward. With that being said, thank you again.

And Christine, you have your hand up. You got the floor.

CHAVIRA: I just want to thank you all for the great job that you did, and Good for the great communication both with us and with the public. COVID is still, you know, a disease that's affecting people, and can be deadly still, and so better safe than sorry. I'm just so pleased at the great response of the city in making sure that everyone's okay, and so thank you. Great job.

MAYOR RODRIGUEZ: We agree.

Anybody else?

MEDRANO JR.: Vice mayor?

MAYOR RODRIGUEZ: Yes. Jimmy, go ahead.

DAVIS: You know, I just want to echo what Christine is saying. Thank you guys so much for your rapid response. And you know, at the end of the day, we need to make sure our seniors are safe, and they are a vulnerable population to this type of illness. So I was glad to see the quick response, and you know, allow it some time to kind of work through. And hopefully, everyone stays healthy. And you know, we're just hoping for the best for everyone. And just thank you for the great response. Good job, guys.

MAYOR RODRIGUEZ: Absolutely.

Anybody else?

MEDRANO JR.: Chief?

GOOD: Yes. One last thing, mayor and council, and that is that it's been a while since we've dealt with this, and we're talking a couple of years since we've had a case here. So we're reviewing all our protocols, and Pilar has created a matrix which is updated from the last time we went through, which we're evaluating right now. It looks really good. And then also, Pilar and her team are informing the public through social media networking and also through our website to let them know where we are in terms of closures and so forth, which was originally as mentioned on Friday, second half of the day, and all day Saturday.

But now, those areas are back open, so they're the ones who are informing the public so that the public will be aware of what's happening and when they can come back. None of this happens without that notification part of the chain. I just want to make sure that you folks know that that's how that's getting communicated out.

MAYOR RODRIGUEZ: Awesome. That's great information.

All right. Again, congratulations to the winners. I look forward to the next season of our Tolleson saga, saga of greatness, I call it.

Chief, thank you for the information.

And with that, I'm not sure we need to take a motion to adjourn, but let's just do it just

for the sake of it.

ZAMORA: You don't need one, mayor.

MAYOR RODRIGUEZ: Okay. In that case, we stand adjourned. Everybody have a wonderful evening, and keep enjoying your summer break, and we will see you at the next meeting.

ZAMORA: Thank you.

CHAVIRA: Thank you, everybody.

MEDRANO JR.: Bye.

CHAVIRA: Thank you.

DAVIS: Bye, everyone. See you soon.

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 SPECIAL MEETING OF THE COUNCIL OF THE CITY OF TOLLESON, ARIZONA, HELD ON AUGUST 10, 2026. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

CRYSTAL ZAMORA, CITY CLERK



CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of July 8, 2026 to August 18, 2026.

MEETING DATE: August 25, 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 July 8, 2026 to August 18, 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. 07 08 26 to 08 18 26 Claims and Bills Report

City of Tolleson**Checks Recorded****Check Dates: July 8, 2026 to August 18, 2026****PAYMENTS OVER \$10,000**

VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
CITY OF PHOENIX	\$64,251.37	188295	8/6/2026
CITY OF PHOENIX	\$49,398.06	188354	8/13/2026
MARICOPA COUNTY SHERIFF'S OFFICE	\$32,525.57	188303	8/6/2026
ARIZONA STATE UNIVERSITY FOUNDATION	\$30,000.00	188350	8/13/2026
WASTE CONNECTIONS OF ARIZONA	\$29,051.06	188217	7/23/2026
ARIZONA STATE TREASURERS OFFICE	\$28,541.75	188384	8/18/2026
VINCERE PHYSICIANS GROUP PLLC	\$27,240.00	188181	7/23/2026
INDUSTRIAL COMMISSION OF ARIZONA	\$22,653.28	188276	8/4/2026
LOGAN SIMPSON DESIGN INC	\$18,833.27	188361	8/13/2026
JYCHELLE & ROGELIO GUTIERREZ	\$17,648.27	188258	8/4/2026
VERIZON WIRELESS SERVICES LLC	\$16,011.77	188256	7/30/2026
HD SUPPLY, INC	\$15,707.99	188250	7/30/2026
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$12,650.00	188324	8/11/2026
FRANKLIN STRIPING INC	\$12,111.31	188259	8/4/2026
AED EVERYWHERE INC	\$10,054.73	188374	8/18/2026
ARIZONA HUMANE SOCIETY	\$10,000.00	188265	8/4/2026



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2661 - SRP Power Distribution Easement near 83rd Avenue and Van Buren Street

MEETING DATE: August 25, 2026

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

The Development Services Department is requesting adoption of Resolution No. 2661, approving a Power Distribution Easement from the City of Tolleson to the Salt River Project Agricultural Improvement and Power District (SRP) for City-owned property near 83rd Avenue and Van Buren Street, identified as SRP Job Nos. LJ114014/T3690994, and authorizing the execution and delivery of the Easement.

BACKGROUND:

The City is developing the City of Tolleson Aquatics Center and Retail Building near 83rd Avenue and Van Buren Street. The project requires SRP to relocate and/or upgrade electrical facilities serving the property.

SRP requires a power distribution easement across portions of City-owned property identified as Maricopa County Assessor's Parcel No. 102-46-082. The property is located in the southeast quarter of Section 3, Township 1 North, Range 1 East.

Because the necessary SRP work was scheduled to begin before the August 25, 2026 City Council meeting, the City requested that SRP proceed with the relocation and/or upgrade of its facilities before the Easement could be formally approved. In a letter dated July 28, 2026, the City agreed to recommend that City Council grant the required Easement and, upon adoption of Resolution No. 2661, promptly execute the Easement document.

The legal description and survey exhibits prepared for SRP Job No. T3690994 identify two easement areas totaling approximately 1,800 square feet, or 0.042 acres.

DISCUSSION:

The proposed Easement grants SRP a perpetual, non-exclusive right to construct, install, reconstruct, replace, remove, repair, operate, and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and related facilities. The Easement permits the transmission and distribution of electricity, communication signals, and data, together with reasonable access to and from the easement areas.

The Easement restricts buildings, structures, trees, wells, material storage, and changes to the ground level within the easement areas when those activities could interfere with SRP facilities. Landscaping other than trees, paved parking, sidewalks, and driveways may be permitted if they comply with the terms of the Easement

and do not interfere with SRP's operation, maintenance, or access. The Easement will remain in effect unless SRP formally abandons it through a recorded instrument.

The City's July 28, 2026 commitment letter provides that if City Council does not authorize the Easement, the City will be responsible for costs incurred by SRP, including costs associated with the acquisition, design, construction, and relocation of the facilities to another location acceptable to SRP and the City.

Adoption of Resolution No. 2661 will approve the Easement and authorize the appropriate City officials to execute and deliver the Easement and take all actions necessary to carry out the purpose and intent of the Resolution.

BUDGET IMPACT:

There is no anticipated direct budget impact associated with adoption of Resolution No. 2661 and the grant of the Easement. However, pursuant to the City's July 28, 2026 commitment letter, if City Council does not authorize the Easement, the City will be responsible for costs incurred by SRP, including costs related to the acquisition, design, construction, and relocation of the facilities to another location acceptable to SRP and the City. The amount of any such costs has not been determined.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 2661, approving the Power Distribution Easement from the City of Tolleson to SRP for City-owned property near 83rd Avenue and Van Buren Street and authorizing the execution and delivery of the Easement.

ATTACHMENTS:

1. Res 2661 SRP Power Distribution Easement near 83rd Ave. and Van Buren St. - SRP Job LJ114014-T3690994 08 25 26

RESOLUTION NO. 2661

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING A POWER DISTRIBUTION EASEMENT FROM THE CITY OF TOLLESON TO THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATION SIGNALS, AND DATA ALONG AN EASEMENT PARCEL LOCATED NEAR 83RD AVENUE AND VAN BUREN STREET; AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID EASEMENT.

WHEREAS, the City of Tolleson owns certain real property located near 83rd Avenue and Van Buren Street, identified as Maricopa County Assessor's Parcel No. 102-46-082; and

WHEREAS, the Salt River Project Agricultural Improvement and Power District requires a power distribution easement across portions of the property to construct, operate, maintain, and access underground electrical and related communication facilities; and

WHEREAS, granting the Power Distribution Easement identified as SRP Job Nos. LJ114014/T3690994 will support the delivery of reliable utility service and serve a public purpose.

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

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

Section 2. The Power Distribution Easement from the City of Tolleson to the Salt River Project Agricultural Improvement and Power District for the transmission and distribution of electricity, communication signals, and data along an easement parcel located near 83rd Avenue and Van Buren Street, identified as SRP Job Nos. LJ114014/T3690994, is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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

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

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 25th day of August, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 2661

[Power Distribution Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB 10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County	R/W#: _____	Agt: Henry A Soliz
Parcel #: 102-46-082	Job #: <u>LJ114014</u>	<u>T3690994</u>
SE ¼, SEC 03, T01N, R01E	W: <u>HAS</u>	C: <u>HRM</u>
		LR #: <u>LR88546</u>

**City of Tolleson,
an Arizona Municipal Corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee’s employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, “Facilities”) for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the “Easement”). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southeast quarter of Section 03, Township 01 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument 2024-0181695 records of Maricopa County, Arizona.

Easement Parcel:

See Exhibit “A” Attached Hereto and Made a Part Hereof

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor’s Property in a location that is not within the Easement Parcel. Promptly after discovering the construction or installation of any Facilities outside of the Easement Parcel, Grantee shall obtain Grantor’s agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the “Amendment”). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee’s prior written approval to grade or install improvements (“Work”) within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee’s sole discretion, provided that Grantee’s review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings (“Clear Areas”). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.
4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor’s Property will not prevent Grantee’s access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.
5. Perpetual Nature of Easement. The Easement, and Grantee’s rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally

abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

8. Private Use. The provisions of this instrument are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this instrument.

10. Authority to Bind Grantor. The individual executing this instrument represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

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EXHIBIT "A"

SRP JOB NUMBER: T3690994
TOLLESON AQUATIC CENTER – NB
TTRSS: 1N1E03

DATE: 06-24-2026
PAGE 1 OF 5

SALT RIVER PROJECT (SRP) EASEMENTS WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCUMENT 2024-0181695 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

EASEMENT NO. 1

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3, BEING BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 3, BEING A BRASS CAP IN HANDHOLE, BEARS SOUTH 84 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 2580.74 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, SOUTH 84 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 948.42 FEET;

THENCE NORTH 05 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 63.00 FEET TO THE NORTH LINE OF THE PUBLIC UTILITY EASEMENT DESCRIBED IN DOCUMENT 2010-0312385, MARICOPA COUNTY RECORDS (MCR), TO A POINT HEREINAFTER KNOWN AS POINT "A" AND THE **POINT OF BEGINNING OF EASEMENT NO. 1**;

THENCE CONTINUING, NORTH 05 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 132.63 FEET;

THENCE NORTH 27 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 8.59 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.22 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.44 FEET;

THENCE SOUTH 50 DEGREES 53 MINUTES 01 SECONDS EAST, A DISTANCE OF 9.61 FEET;

THENCE NORTH 84 DEGREES 06 MINUTES 59 SECONDS EAST, A DISTANCE OF 67.40 FEET;

THENCE SOUTH 05 DEGREES 53 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 84 DEGREES 06 MINUTES 59 SECONDS WEST, A DISTANCE OF 68.41 FEET;

THENCE SOUTH 05 DEGREES 51 MINUTES 23 SECONDS EAST, A DISTANCE OF 131.85 FEET TO THE NORTH LINE OF SAID PUBLIC UTILITY EASEMENT;

EXHIBIT "A"

SRP JOB NUMBER: T3690994
TOLLESON AQUATIC CENTER – NB
TTRSS: 1N1E03

DATE: 06-24-2026
PAGE 2 OF 5

THENCE ALONG SAID NORTH LINE, SOUTH 84 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 8.00 FEET TO SAID **POINT OF BEGINNING**;

SAID SRP EASEMENT CONTAINS AN AREA OF 1,768 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.

EASEMENT NO. 2

TOGETHER WITH A SALT RIVER PROJECT (SRP) EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE AFORMENTIONED POINT "A"

THENCE ALONG THE NORTH LINE OF SAID PUBLIC UTILITY EASEMENT DESCRIBED IN DOCUMENT 2010-0312385 MCR, SOUTH 84 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 279.86 FEET TO THE **POINT OF BEGINNING OF EASEMENT NO. 2**;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 84 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 8.00 FEET TO THE EAST LINE OF PUBLIC UTILITY EASEMENT DESCRIBED IN DOCUMENT 1988-064793 MCR;

THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 59 MINUTES 31 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 47 DEGREES 25 MINUTES 56 SECONDS EAST, A DISTANCE OF 10.62 FEET TO SAID **POINT OF BEGINNING**.

SAID SRP EASEMENT CONTAINS AN AREA OF 32 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

THIS DOCUMENT DESCRIBES MULTIPLE EASEMENTS EACH INTERDEPENDENT ON THE OTHER AND SHOULD BE REPRODUCED IN ITS ENTIRETY.

END OF DESCRIPTION

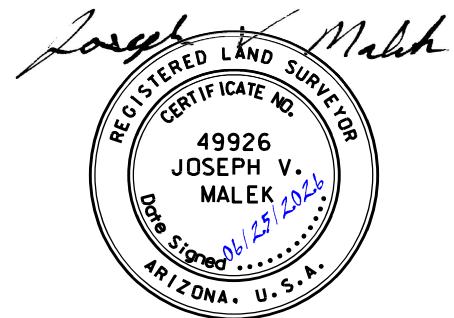
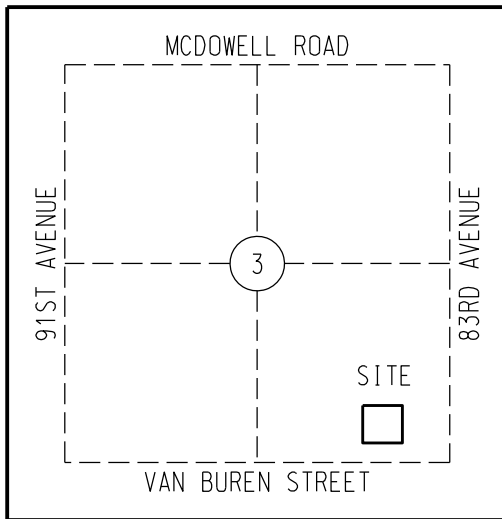


EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R1E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- |||||** LIMITS OF EASEMENT
- EXISTING EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED

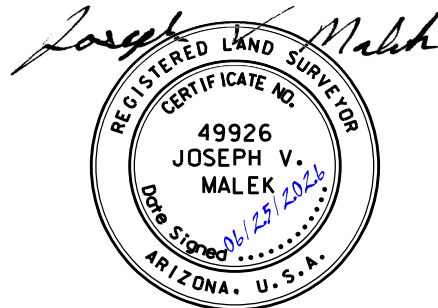
ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
PUE	PUBLIC UTILITY EASEMENT

EASEMENT AREA:

EASEMENT NO. 1: 1,768 SQUARE FEET
EASEMENT NO. 1: 0.041 ACRES

EASEMENT NO. 2: 32 SQUARE FEET
EASEMENT NO. 2: 0.001 ACRES



BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.



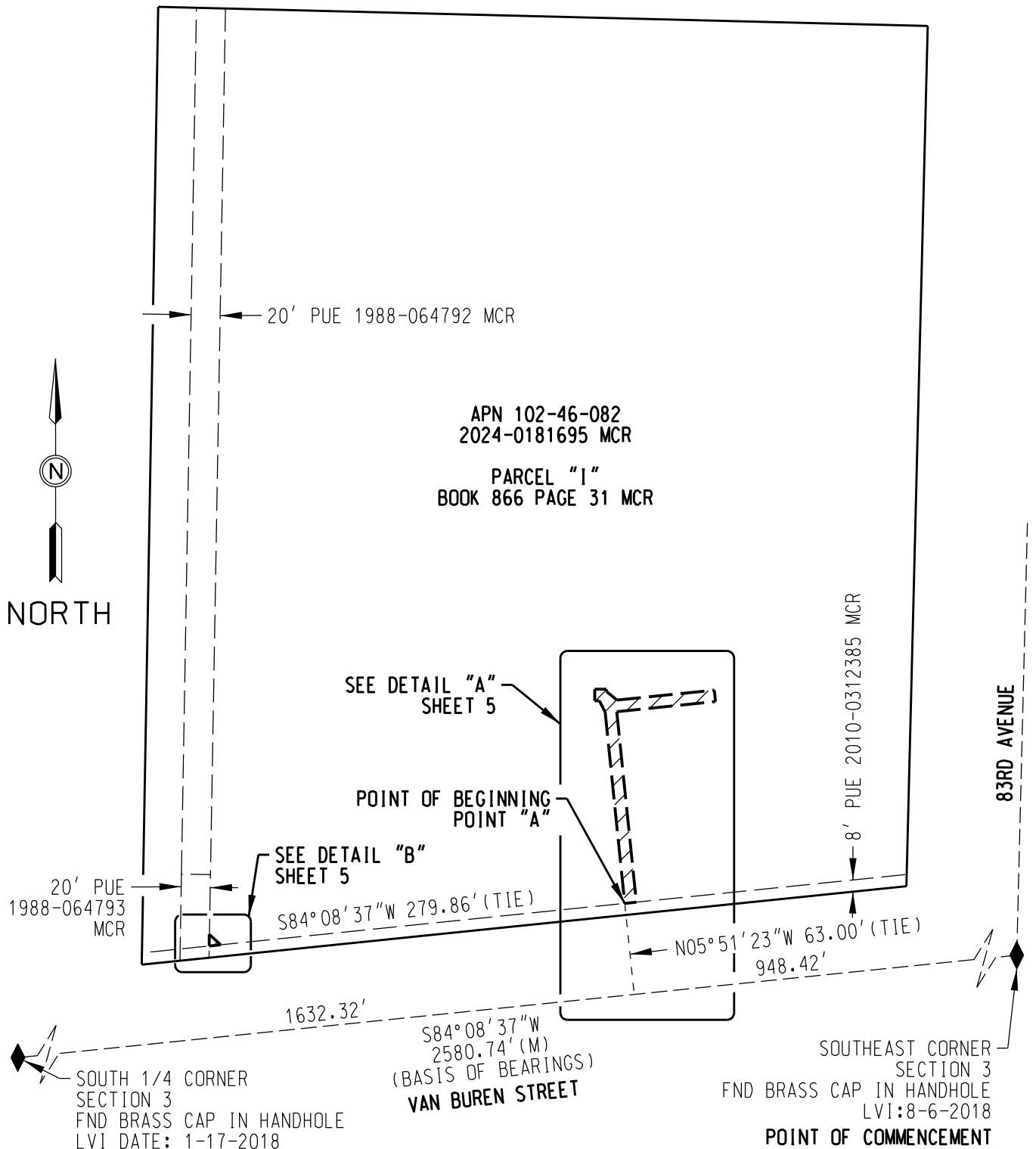
SURVEY DIVISION
LAND DEPARTMENT

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

TOLLESON AQUATIC CENTER - NB
SE 1/4, SECTION 3
T.1 N., R.1 E
5.1 NORTH - 3.8 EAST

SRP JOB NUMBER: T3690994	SCALE: NTS
AGENT: SOLIZ	SHEET: 3 OF 5
DRAWN: MOLINA	SHEET SIZE: 8.5"x11"
DATE: 06-24-2026	HRM REVISION: 0

EXHIBIT "A"



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



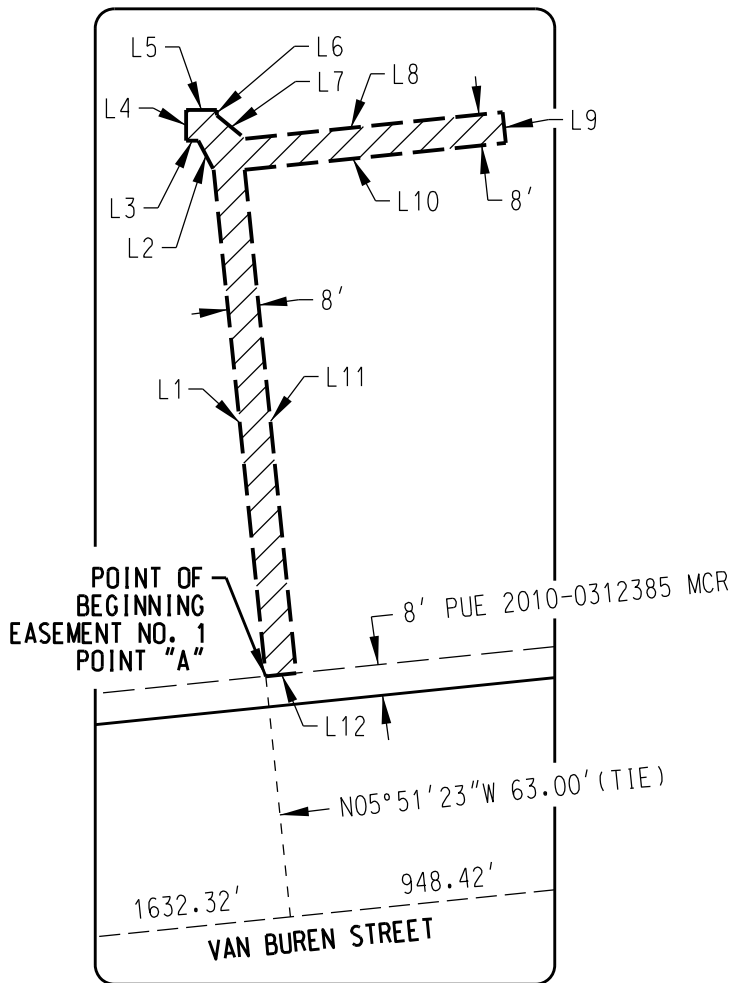
SURVEY DIVISION
LAND DEPARTMENT

TOLLESON AQUATIC CENTER - NB
SE 1/4, SECTION 3
T.1 N., R.1 E
5.1 NORTH - 3.8 EAST

SRP JOB NUMBER: T3690994	SCALE: NTS
AGENT: SOLIZ	SHEET: 4 OF 5
DRAWN: MOLINA	SHEET SIZE: 8.5"x11"
DATE: 06-24-2026	HRM REVISION: 0

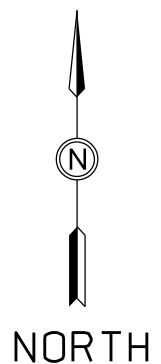
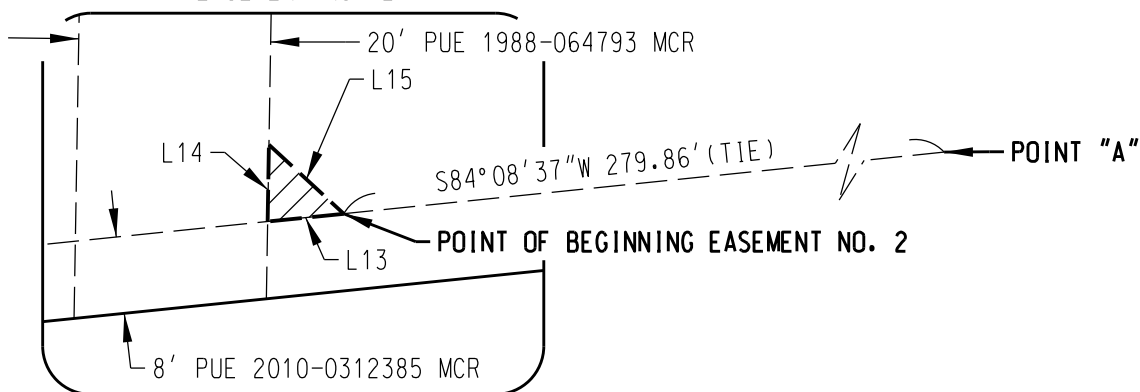
EXHIBIT "A"

DETAIL "A"
EASEMENT NO. 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N05°51'23"W	132.63'
L2	N27°51'23"W	8.59'
L3	N90°00'00"W	3.22'
L4	N00°00'00"W	8.00'
L5	N90°00'00"E	8.00'
L6	S00°00'00"W	1.44'
L7	S50°53'01"E	9.61'
L8	N84°06'59"E	67.40'
L9	S05°53'01"E	8.00'
L10	S84°06'59"W	68.41'
L11	S05°51'23"E	131.85'
L12	S84°08'37"W	8.00'
L13	S84°08'37"W	8.00'
L14	N00°59'31"E	8.00'
L15	S47°25'56"E	10.62'

DETAIL "B"
EASEMENT NO. 2



SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

TOLLESON AQUATIC CENTER - NB
SE 1/4, SECTION 3
T.1 N., R.1 E
5.1 NORTH - 3.8 EAST

SRP JOB NUMBER: T3690994	SCALE: NTS
AGENT: SOLIZ	SHEET: 5 OF 5
DRAWN: MOLINA	SHEET SIZE: 8.5"x11"
DATE: 06-24-2026	HRM REVISION: 0



CITY COUNCIL REPORT

SUBJECT: Professional Services Agreement with Metron Farnier, LLC for Water Meter System Components and Equipment

MEETING DATE: August 25, 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 sole-source Professional Services Agreement with Metron Farnier, LLC for essential components, equipment, parts, and related services for the City's water meter systems.

BACKGROUND:

Metron was selected as the City's water meter brand for its potable water system. The City's system uses Metron's Prism-VN universal registers, Spectrum Jet and Spectrum PD meters, related repair kits and upgrades, and the WaterScope Pro web-based analytical program.

The sole-source memoranda from Utilities and Metron document that Metron is the exclusive North American supplier of the Prism-VN universal register and the exclusive North American provider of the Spectrum Jet and Spectrum PD meters, including repair kits and upgrades. Metron is also the sole provider of WaterScope Pro, which the City uses for monthly water billing, anomaly detection, and enhanced customer service. Pursuant to Section 3-5-5 of the Tolleson City Code, Metron is the only reasonable and practical source for these essential parts and services.

DISCUSSION:

The proposed Agreement establishes an indefinite-quantity, indefinite-delivery contracting mechanism. Parts and services will be purchased only when the City identifies a need and issues appropriate written authorization through an invoice, quote, purchase order, or other written agreement referencing the Agreement. The City does not guarantee that any minimum or maximum number of purchases will be made.

The Agreement will be effective on the last signature date and will remain in effect through June 30, 2027, as the Initial Term. It may automatically renew for up to four successive one-year Renewal Terms unless terminated in accordance with the Agreement. This structure provides continuity for essential meter components, equipment, system repairs, upgrades, and analytical services while allowing purchases to be made only as operationally necessary and properly authorized.

BUDGET IMPACT:

The City's payments to the Vendor shall not exceed an aggregate amount of \$400,000 for each fiscal year for parts and services at rates agreed upon by the parties. The annual aggregate limit will be prorated for any partial

fiscal year. Actual expenditures will depend on authorized purchases and are subject to annual appropriation and the availability of budgeted funds. No minimum purchase is guaranteed under the Agreement.

RECOMMENDATION:

Staff recommends approval of the sole-source Professional Services Agreement with Metron Farnier, LLC for essential components, equipment, parts, and related services for the City's water meter systems, in an annual aggregate amount not to exceed \$400,000, effective on the last signature date through June 30, 2027, with automatic renewal for up to four successive one-year terms, and authorization for the City Manager to execute and deliver the Agreement.

ATTACHMENTS:

1. 08 25 26 UT - Metron Farnier PSA (Sole Source) - End Date 06 30 31

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF TOLLESON AND METRON FARNIER, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) between the City of Tolleson, an Arizona municipal corporation (the “City”) and Metron Farnier, LLC, a Colorado limited liability company, (the “Vendor”), (collectively, the “party” or “parties”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. The City through its Water Utilities Department purchased from Vendor water meters for the City’s potable water system.

B. Vendor is the exclusive North American supplier of essential components and equipment related to the City’s water meter systems. The Vendor’s equipment provides the City with a Prism VN universal register that registers in one-minute interval data via cellular backhaul for both residential and commercial meters, respectively. Vendor is also the exclusive North American provider of the Spectrum Jet (Single-Jet) and Spectrum PD (Rotary Piston), including all repair kits and upgrades for these meter types; equipment the City uses. Lastly, Vendor is the sole provider of WaterScope Pro, a web based analytical program utilized for monthly water billing, anomaly detection, and enhanced customer service features based on the data received from the Prism-VN register.

C. Pursuant to Section 3-5-5 of the Tolleson City Code, the City has determined that the Vendor is the only reasonable and practical source to provide the essential components of the EDR system (“Parts and Services”) to the City and the City desires to enter into an agreement with the Vendor to provide the Parts 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 June 30, 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. This is an indefinite quantity and indefinite delivery, i.e., as needed as determined by the City. The City does not guarantee that any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the 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 (ii) be attached hereto as Exhibit A and incorporated herein by reference. Purchase Orders submitted without referencing this Agreement will be subject to rejection.

3. Compensation. The City's payments to the Vendor (if any) shall not exceed an aggregate amount of \$400,000.00 for each fiscal year, July 1st through June 30th, for the Parts and Services at payment rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).

4. Payments. The City shall pay the 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 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 Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, 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 Parts 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 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 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 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 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 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: Metron Farnier LLC
 335 Centennial Pkwy, Suite C
 Louisville, Colorado 80227
 Attn: Alex Schechter

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 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"

METRON FARNIER, LLC,
a Colorado limited liability company

By: Bradford Aquino
Name: Bradford Aquino
Title: CFO

07/27/2026

Date

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF TOLLESON
AND
METRON FARNIER, LLC

(Purchase Order)

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



CITY COUNCIL REPORT

SUBJECT: Professional Services Agreement with Veolia WTS Solutions USA, Inc. for the EDR Water Treatment Facility

MEETING DATE: August 25, 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 with Veolia WTS Solutions USA, Inc. for essential parts, equipment, supplies, components, and related services required for the City's Electrodialysis Reversal (EDR) Water Treatment Facility.

BACKGROUND:

The City's EDR Water Treatment Facility relies on specialized equipment and components supplied and supported by Veolia WTS Solutions USA, Inc. Veolia is the sole authorized distributor of the essential EDR system components in Arizona. Pursuant to Section 3-5-5 of the Tolleson City Code, the City has determined that Veolia is the only reasonable and practical source for these parts and services.

The City's prior contract with Veolia reached the end of its term. A new agreement is necessary to maintain access to the proprietary equipment, replacement components, technical support, and related services needed for the reliable operation and maintenance of the EDR facility.

DISCUSSION:

The proposed Agreement establishes an indefinite-quantity, indefinite-delivery contracting mechanism. Parts and services will be obtained only when the City identifies a need and issues appropriate written authorization through an invoice, quote, purchase order, or other written Work Order referencing the Agreement. The City does not guarantee that any minimum or maximum quantity of parts or services will be purchased.

The Agreement will be effective on the last signature date and will remain in effect through June 30, 2031. The long-term agreement provides continuity for specialized EDR equipment and services while allowing the City to procure only those items and services that are operationally necessary and properly authorized. The Agreement is non-exclusive, and the City retains the right to obtain like parts and services from another source when necessary.

BUDGET IMPACT:

The annual aggregate amount under the Agreement shall not exceed \$800,000. Actual expenditures will depend on the parts and services requested through approved Work Orders and are subject to annual appropriation and the availability of budgeted funds. No minimum purchase is guaranteed under the Agreement.

RECOMMENDATION:

Staff recommends approval of the Professional Services Agreement with Veolia WTS Solutions USA, Inc. for essential parts, equipment, supplies, components, and related services for the EDR Water Treatment Facility, in an annual aggregate amount not to exceed \$800,000, effective on the last signature date through June 30, 2031, and authorization for the City Manager to execute and deliver the Agreement.

ATTACHMENTS:

1. 08 25 26 UT - Veolia WTS Solutions USA PSA (Sole Source) - End Date 06 30 31

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
VEOLIA WTS SOLUTIONS USA, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is between the City of Tolleson, an Arizona municipal corporation (the "City"), and Veolia WTS Solutions USA, Inc., a Virginia corporation, (the "Vendor").

RECITALS

A. The City through its Water Utilities Department purchases from Vendor supplies, components, and equipment to the City's Electrodialysis Reversal (EDR) Water Treatment facility.

B. Vendor is the sole authorized distributor of the essential components of the EDR system in Arizona.

C. Pursuant to Section 3-5-5 of the Tolleson City Code, the City has determined that the Vendor is the only reasonable and practical source to provide the essential components of the EDR system ("Parts and Services") to the City and the City desires to enter into an agreement with the Vendor to provide the Parts 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 are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective on the last signature date below and shall remain in full force and effect until June 30, 2031.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Parts and Services, which shall only be provided when the City identifies a need and proper authorization and documentation have been approved. For project(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Parts and Services to the City as may be agreed upon between the parties, in the form of a written invoice, quote, purchase order or other form of written acknowledgment describing the Parts and Services to be provided (each, a "Work Order"). Each Work Order shall (i) contain a reference to this Agreement and (ii) be in the form attached hereto as Exhibit A and incorporated herein by reference. Work Orders submitted without referencing this Agreement will be subject to rejection. Vendor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement, other than City's project-specific requirements, are expressly declared void and shall be of no force and effect. The City does not

guarantee any minimum or maximum amount of Parts and Services will be requested under this Agreement.

3. Compensation. The City shall pay Vendor for Parts and Services. The annual aggregate amount for Parts and Services shall not exceed \$800,000.00.

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. Each 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. Vendor retains all intellectual property rights which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Vendor grants to City a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the City, as well as any drawings, design or data delivered to and paid for by the City, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at City's site.

6. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the 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 Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing 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 Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification and Limitation of Liability. To the fullest extent permitted by law, the Vendor 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"), from claims for physical damage to third party property or injury to persons, including death (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 Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

11. Limitations on Liability. Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

a. THE TOTAL LIABILITY OF THE VENDOR AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY CITY UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY CITY UNDER THIS AGREEMENT.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF CITY'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.

12. Insurance.

12.1 General.

a. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant 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 Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such

evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

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

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

f. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

i. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance

policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing 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) Consultant'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 Consultant 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.

12.2 Required Insurance Coverage.

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

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

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

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

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

13. Termination; Cancellation.

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

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the

remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

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 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 canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the 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 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 this Agreement. The City shall keep Vendor 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. 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 this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. 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 acknowledges and agrees that the 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 and in Exhibit A. 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 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. 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. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Vendor resulting from a change, after Agreement date, in City's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations.

14.4 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.

14.5 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.

14.6 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.

14.7 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; Delegation. No right or interest in this Agreement shall be assigned or delegated by Vendor 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 Parts 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 term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for Parts and 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 Parts and Services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

a. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the 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 or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Tolleson 9055 West Van Buren Street Tolleson, Arizona 85353 Attn: Crystal Zamora, City Clerk
With copy to:	Pierce Coleman PLLC 7730 East Greenway Road, Suite 105 Scottsdale, Arizona 85260 Attn: Justin S. Pierce
If to Vendor:	Veolia WTS Solutions USA, Inc. 3600 Horizon Blvd. Trevose, Pennsylvania 19053 Attn: Tina St. Pierre

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

14.15 Confidentiality of Records. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that

information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform 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.

14.16 E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Vendor 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). 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.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Purchase Order and the Price Sheet, the documents shall govern in the order listed herein.

14.18 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 Parts and Services from another source when necessary.

14.19 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.

14.20 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.

14.21 Excusable Delays. Vendor shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Vendor, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of City or City's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance.

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

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

"Vendor"

VEOLIA WTS SOLUTIONS USA, INC.,
a Virginia corporation

By: _____

Date

Name: _____

Title: _____

Exhibit A to Professional Services Agreement
Between the City of Tolleson
and
Veolia WTS Solutions USA, Inc.

[Work Orders]

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



CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with McCarthy Building Companies, Inc. for Citywide Water Resources Treatment Services

MEETING DATE: August 25, 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 Cooperative Purchasing Agreement between the City of Tolleson and McCarthy Building Companies, Inc. for Citywide Water Resources Treatment services on an as-needed basis, in an annual aggregate amount not to exceed \$5,000,000.

BACKGROUND:

Following a competitive procurement process, the City of Scottsdale entered into Contract No. 2025-039-COS with McCarthy Building Companies, Inc. on April 8, 2025, for Citywide Water Resources Treatment services on an as-needed basis at various project locations. The underlying procurement was issued as RFQ No. RFSQ-112024-221.

Section 3-5-7 of the Tolleson City Code permits the City to make purchases under the competitively procured Job Order Contract, at the City's discretion and with the agreement of the awarded contractor. The City of Scottsdale contract permits cooperative use by other public entities, including the City of Tolleson.

DISCUSSION:

The proposed Agreement establishes an indefinite-quantity, indefinite-delivery arrangement through which McCarthy Building Companies, Inc. may provide Citywide Water Resources Treatment services as needed by the City. The Agreement does not guarantee a minimum or maximum number of purchases. Services will be authorized only when the City identifies a need and approves the required documentation.

Each authorized purchase will be documented through a written invoice, quote, purchase order, or other written agreement describing the work to be completed and referencing both the City's Cooperative Purchasing Agreement and the underlying City of Scottsdale Job Order Contract. All services are subject to final inspection and acceptance by the City.

The Agreement will become effective on the last signature date and will remain in effect through April 7, 2027, unless terminated earlier in accordance with its terms or the underlying Job Order Contract.

BUDGET IMPACT:

The Agreement authorizes an annual aggregate amount not to exceed \$5,000,000 for each fiscal year, July 1 through June 30. For any partial fiscal year within the Agreement term, the aggregate limit will be prorated

based on the number of days in that partial fiscal year. Expenditures will be made only for services authorized by the City and are subject to available and appropriated funding in the applicable Utilities Department budget.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement between the City of Tolleson and McCarthy Building Companies, Inc. for Citywide Water Resources Treatment services on an as-needed basis, in an annual aggregate amount not to exceed \$5,000,000, and authorization for the City Manager to execute and deliver said Agreement.

ATTACHMENTS:

1. 08 25 26 UT - McCarthy Building Companies Inc. CPA - End Date 04 07 27

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
MCCARTHY BUILDING COMPANIES, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) between the City of Tolleson, an Arizona municipal corporation, (the “City”), and McCarthy Building Companies, Inc., a Missouri 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 Scottsdale and Contractor entered into Contract No. 2025-039-COS dated April 8, 2025 (the “Job Order Contract”), for Citywide Water Resources Treatment services on an as-needed basis at various project locations throughout the City. (“Services”), RFQ Number RFSQ-112024-221. 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 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 April 7, 2027 (the “Term”) 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 have 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 City's payments to the Contractor (if any) shall not exceed an aggregate amount of \$5,000,000.00 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 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 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 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 the City of Scottsdale and shall be "the City" or "Scottsdale" (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 North 85 th Street, Suite 175 Scottsdale, Arizona 85255 Attn: Justin Pierce, City Attorney
If to Contractor:	McCarthy Building Companies, Inc. 6225 North 24th Street, Suite 125 Phoenix, AZ 85016 Attn: Jaren Murphy

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

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

[SIGNATURES ON THE FOLLOWING PAGE(S).]

[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”

McCarthy Building Companies, Inc., a Missouri corporation

By: _____
Name: _____
Its: _____

DATE

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
MCCARTHY BUILDING COMPANIES, INC.

Purchase Order

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



CITY COUNCIL REPORT

SUBJECT: Tolleson Pedestrian Bridge System - Additional City Funding

MEETING DATE: August 25, 2026

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano, Jr., City Manager

PURPOSE:

To request approval to pay an Arizona Department of Transportation (ADOT) invoice in the amount of \$2,524,592 for the City's construction contribution and construction overage for the Tolleson Pedestrian Bridge System over Van Buren Street at 96th Avenue.

BACKGROUND:

On January 14, 2025, the Mayor and City Council adopted Resolution No. 2593 approving an Intergovernmental Agreement between the City of Tolleson and the State of Arizona, acting by and through the Arizona Department of Transportation (ADOT), for construction of the Tolleson Pedestrian Bridge System. The original estimated project cost was \$3,756,559, consisting of \$3,500,000 in federal funding and an estimated City contribution of \$256,559.

DISCUSSION:

ADOT issued Invoice No. LA2027000019 in the amount of \$2,524,592 for the construction phase of the Project. The invoice consists of the City's originally estimated construction contribution of \$211,559 and a construction overage of \$2,313,033. Under the IGA, the City is responsible for project costs exceeding the available federal funding. Upon receipt of payment, ADOT will proceed with advertising the Project for bids. If the bid amount exceeds the current Engineer's Estimate, ADOT may request additional funding from the City before awarding the construction contract.

BUDGET IMPACT:

The amount currently due to ADOT is \$2,524,592. Of this amount, \$211,559 represents the City's originally estimated construction contribution and \$2,313,033 represents the construction overage. Funding availability and the appropriate budget source should be confirmed by the Finance Department.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve payment of \$2,524,592 to ADOT for the City's construction contribution and construction overage for the Tolleson Pedestrian Bridge System pursuant to the IGA previously approved by Resolution No. 2593.

ATTACHMENTS:

1. Invoice for City of Tolleson- T061901C

2. Res 2593 State of Arizona-Arizona Department of Transportation Intergovernmental Agreement for Pedestrian Bridge System 01 14 25 - fully executed



Remit to:
Arizona Department of Transportation
206 S 17TH AVE
MAILDROP 203B
Local Agency
PHOENIX AZ 85007

Customer Name		INVOICE
Tolleson, City Of		
Customer Number	Invoice Number	Invoice Date
DT0331	LA2027000019	07-30-26
	ARDept/BPRO	Due Date
	DTA:LA010	08-29-26
	Amount Due	Amount Enclosed
	\$2,524,592.00	

Bill to:
Tolleson, City Of
9555 W Van Buren
Tolleson AZ 85353

Payment Method: Check ☐ Money Order ☐

☐ Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order. DO NOT MAIL CASH

----- Please detach the above stub and return with your remittance. -----

ADOT
ORIGINAL

Customer Number	Original Invoice Date	Original Due Date
DT0331	07-30-26	08-29-26
Customer Name	Invoice Number	Invoice Date
Tolleson, City Of	LA2027000019	07-30-26

Invoice Charges

Ref Line No.	Description	Billing Date	No. Of Units	Unit of Measure	Unit Price	Charges/Credits
1	IGA 24-9817-I,T061901C: Invoicing for Local Agency 5.7% cost for constuction	07-30-26				\$211,559.00
2	IGA 24-9817-I,T061901C: Invoicing for Local Agency 100% cost for constuction Overage	07-30-26				\$2,313,033.00
Total Invoice Charges						\$2,524,592.00

Other Charges

Description	Date	Charges
Total Other Charges		

Credit Payments Applied	\$0.00
Total Amount Due	\$2,524,592.00

Additional Notes:

See attached agreement

Instructions

Please contact our office for payment and billing questions.

Contact: LA - AR (602) 712-7534 accountsreceivable@azdot.gov

ADOT CAR No.: IGA 24-0009817-I
AG Contract No.: P0012024001979
Project Location/Name: Tolleson
Pedestrian Bridge System
Type of Work: Construct Pedestrian
Bridge
Federal-aid No.: CDS -TOL-0(200)T
ADOT Project No.: T0619 01D/01C
TIP/STIP No.: TOL24-240C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104117

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TOLLESON

THIS AGREEMENT ("Agreement") is entered into this date January 22, 2025, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF TOLLESON, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The City has received funding through the Fiscal Year (FY) 2023 Allocation of Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects (Earmarks) for the work proposed under this Agreement consisting of the construction of a pedestrian bridge with lighting over Van Buren Street at 96th Avenue, (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$3,756,559, which includes federal aid and the Local Agency's match. The Local Agency will administer the design phase of the Project at their own cost. The State will advertise, bid and award, and administer the construction phase of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.
5. The foregoing Recitals and all Exhibits referred to herein and attached are incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
 - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.
 - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - d. The Project will be completed in accordance with the memorandum dated March 21, 2023 shown in Exhibit B.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work on the Project, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$45,000. If PDA costs exceed the estimate during the review of design, notify the Local Agency, obtain concurrence prior to continuing with the review of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA.

- c. After receipt of the PDA costs, review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the Local Agency as appropriate.
 - d. After completion of design review and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at \$211,559. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - e. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.
 - f. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
 - g. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.
 - h. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$45,000. Agree to be responsible for actual PDA costs, if during the review of design, PDA costs exceed the initial estimate. Be responsible for the difference between the estimated and actual PDA and design costs of the Project.
 - c. Prepare and provide design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; incorporate design review comments from the State, as appropriate.
 - d. Enter into an agreement with the design consultant which states that the design consultant will provide professional post-design services as required and requested throughout and at completion of the construction phase of the Project. After final

acceptance of the Project, provide an electronic version of the record drawings to the ADOT Project Manager.

- e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at \$211,559, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
- f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.
- h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).
- i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

- k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or

possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Programmed Federal Funds. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-

01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination.”

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Tolleson
Attn: Reyes Medrano
9055 W. Van Buren Street
Tolleson, AZ 85353
623.936.7111
reyes.medrano@tolleson.az.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Tolleson
Attn: Chris Hamilton
9055 W. Van Buren Street
Tolleson, AZ 85353
623.471.8628
chris.hamilton@tolleson.az.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Tolleson
Attn: Perla Silva
9055 W. Van Buren Street
Tolleson, AZ 85353
623.474.4968
perla.silva@tolleson.az.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IGA 24-0009817-I

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF TOLLESON

By *Juan F. Rodriguez* Date 01/16/2025
Juan F. Rodriguez (Jan 16, 2025 10:32 MST)
JUAN RODRIGUEZ
Mayor

ATTEST:

By *Crystal Zamora* Date 01/16/2025
Crystal Zamora (Jan 16, 2025 14:02 MST)
CRYSTAL ZAMORA
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Tolleson, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By *JP* Date 01/16/2025
Justin Pierce (Jan 16, 2025 16:20 MST)
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By _____ Date 1/21/2025
2C8F28BDDC8C4A2
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

DocuSigned by:

By _____ Date 1/21/2025
8E1EEBDB8FEFF421
GREG BYRES, PE
Deputy Director for Transportation
State Engineer

This Agreement between public agencies, the State of Arizona and the City of Tolleson, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

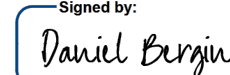
Signed by:

By _____ Date 1/22/2025
8D316FBECFEB476...
Assistant Attorney General

EXHIBIT A
Cost Estimate

T0619 01D/01C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost, non-federal-aid:

Local Agency's costs @ 100%	<u>\$ 45,000</u>
-----------------------------	------------------

Construction:*

Federal-aid funds @ 94.3%	\$ 3,500,000
Local Agency's match @ 5.7%	<u>211,559</u>

Subtotal – Construction	\$ 3,711,559
--------------------------------	---------------------

Estimated TOTAL Project Cost	\$ 3,756,559
-------------------------------------	---------------------

Total Estimated Local Agency Funds	\$ 256,559
Total Federal Funds	\$ 3,500,000

* (Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

RESOLUTION NO. 2593

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION (ADOT), FOR THE CONSTRUCTION OF A PEDESTRIAN BRIDGE SYSTEM OVER VAN BUREN STREET AT 96TH AVENUE.

WHEREAS, the City of Tolleson ("City") is empowered pursuant to A.R.S. § 48-572 to enter into agreements for public projects with the State of Arizona and its agencies; and

WHEREAS, the State of Arizona, acting through its Department of Transportation ("ADOT"), and the City of Tolleson desire to enter into an Intergovernmental Agreement ("Agreement") pursuant to A.R.S. §§ 11-951 through 11-954 for the construction of a pedestrian bridge system ("Project"); and

WHEREAS, the City has received Fiscal Year 2023 Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects funding for this Project, including federal aid in the amount of \$3,500,000 and a City match of \$256,559 as detailed in the Agreement; and

WHEREAS, it is in the public interest to enhance pedestrian safety and connectivity through the construction of this Project, and the Mayor and City Council of the City of Tolleson find it necessary and beneficial to authorize and execute this Agreement.

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

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

Section 2. The City authorizes the expenditure of City matching funds in the amount of \$256,559 as required in the Agreement.

Section 3. The Agreement between the City and ADOT relating to the construction of a pedestrian bridge system over Van Buren Street at 96th Avenue is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 4. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF TOLLESON RESOLUTION NO. 2593

JANUARY 14, 2025

PAGE 2

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 14th day of January, 2025.

Juan F. Rodriguez
Juan F. Rodriguez (Jan 16, 2025 10:32 MST)

Juan F. Rodriguez, Mayor

ATTEST: *Crystal Zamora*
Crystal Zamora (Jan 16, 2025 14:02 MST)

Crystal Zamora, City Clerk

APPROVED AS TO FORM: *JP*
Justin Pierce (Jan 16, 2025 16:20 MST)

Justin Pierce, City Attorney

TOLLESON FIRE DEPARTMENT

MONTHLY REPORT
JUNE / JULY 2026



BY THE NUMBERS

JUNE 2026 PERFORMANCE SNAPSHOT

TOLLESON
FIRE
DEPARTMENT

EMERGENCY RESPONSE ACTIVITY



189

ENGINE 161
RESPONSES



164

LADDER 161
RESPONSES

353

TOTAL RESPONSES
BY FRONTLINE APPARATUS

Full staffing was maintained throughout the month, eliminating the need to place LA161 into service.

PERSONNEL SNAPSHOT

AS OF JUNE 30, 2026

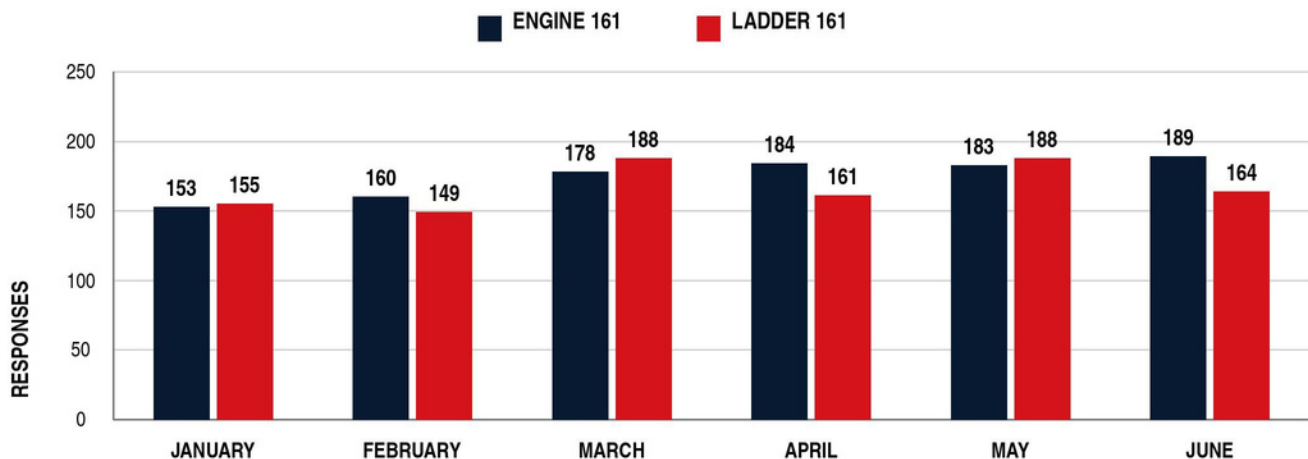
	POSITION	FILLED	VACANT
	FIREFIGHTERS	14	1
	ENGINEERS	6	0
	CAPTAINS	6	1
	BATTALION CHIEFS	3	0



RECRUITMENT UPDATE

The department continues to make progress toward filling existing vacancies. Two firefighter candidates remain in the pre-employment process and are on track to begin the fire academy in September 2026.

2026 CALL VOLUME TREND



OPERATIONAL READINESS

The Tolleson Fire Department maintained full operational readiness throughout June. Full staffing supported reliable apparatus availability and consistent response performance, allowing the department to continue delivering exceptional service throughout Tolleson and the regional automatic-aid system.

BY THE NUMBERS

JULY 2026 PERFORMANCE SNAPSHOT

TOLLESON
FIRE
DEPARTMENT

EMERGENCY RESPONSE ACTIVITY



189

ENGINE 161
RESPONSES



200

LADDER 161
RESPONSES

389

TOTAL RESPONSES
BY FRONTLINE APPARATUS

Full staffing was maintained throughout the month, eliminating the need to place LA161 into service.

PERSONNEL SNAPSHOT

AS OF JULY 31, 2026

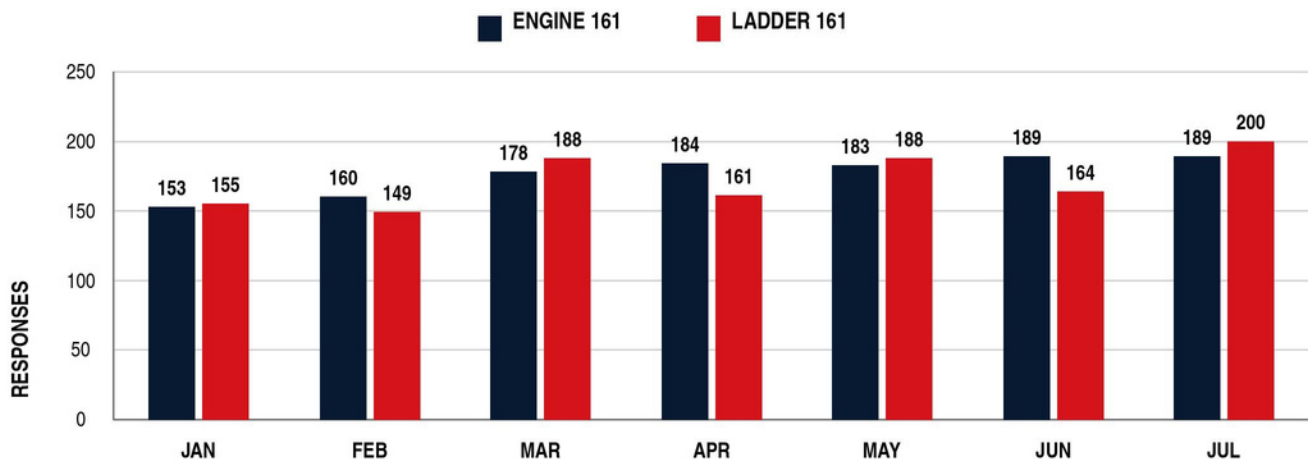
	POSITION	FILLED	VACANT
	FIREFIGHTERS	13	2
	ENGINEERS	6	0
	CAPTAINS	7	0
	BATTALION CHIEFS	3	0



RECRUITMENT UPDATE

The department continues to make progress toward filling existing vacancies. Two firefighter candidates remain in the pre-employment process and are on track to begin the fire academy in September 2026.

2026 CALL VOLUME TREND



OPERATIONAL READINESS

The Tolleson Fire Department maintained full operational readiness throughout July. Full operational staffing supported reliable apparatus availability and consistent response performance, allowing the department to continue delivering exceptional service throughout Tolleson and the regional automatic-aid system.

FIRE PREVENTION

JUNE & JULY 2026 ACTIVITY SNAPSHOT

TOLLESON
FIRE
DEPARTMENT

MONTHLY ACTIVITY

JUNE 2026



19 BUSINESS
INSPECTIONS



14 RECORDS
REQUEST

JULY 2026



14 BUSINESS
INSPECTIONS



13 RECORDS
REQUEST

FIELD ACTIVITY

JUNE 2026



FIRE & SPECIAL HAZARD RESPONSES

Personnel evaluated hazards and alarms to support timely correction and fire-code compliance.

- Local business hazard check
- Fire-alarm response



SPECIAL HAZARDS

Follow-up addressed fire-code concerns.

- Parking blockage / fire-hazard report
- Two fireworks-stand reviews

JULY 2026



FIRE & SPECIAL HAZARD RESPONSES

Personnel supported holiday safety activity and coordinated an ammonia-leak response.

- Fourth of July activity
- Ammonia-leak response



SPECIAL HAZARDS

Review focused on ammonia-system compliance.

- Local business ammonia-system activity

PROGRAM SUPPORT



PLANS & REVIEWS

- Water Treatment Plant project
- Tolleson Landing parking review



SPECIAL PROJECTS

- June/July: Safety Steering Committee EAP/FPP rollout
- July: Multi-department evacuation drills



TRAINING & DRILLS

- June: AFBEA training and AEMS Conference
- July: Fire Marshal meeting, AZ Fire Chiefs Conference, and FEMA Community Planning & Recovery

COMMUNITY IMPACT



JUNE 4 car-seat checks | 10 vol. hours

JULY 3 car-seat checks | 10 vol. hours

Esther Gillett provided 20 volunteer hours across June and July, supporting prevention, risk reduction, administration, operations, and public safety initiatives.

DEPARTMENT OVERVIEW

June and July priorities centered on operational readiness, workforce development, EMS program advancement, and regional coordination. Crews managed a significant chlorine-release response, supported high-acuity incidents, integrated newly promoted and recruited personnel, completed critical equipment maintenance, and advanced the department's paramedic, tactical medical, and Threat Liaison Officer programs.

OPERATIONS

Eddie Meza was promoted to the rank of Captain, effective July 6, 2026. Captain Meza was moved out of operations and into a 40-hr professional development position. This position will support various training initiatives as well as EMS Division responsibilities. Captain Meza will also serve as the Recruit Training Officer (RTO) for Recruit class 26-3, which is scheduled to begin on September 8, 2026.



A new Firefighter-Recruit began working with the department as a red-shirt (pre-academy training). Crews are supporting his preparation for the fire academy through station orientation, training, and daily operational activities. A second Firefighter-Recruit completed the onboarding and background process successfully and is scheduled to begin as a red-shirt on August 24.

SIGNIFICANT INCIDENTS

Hazardous Material Response

Station 161 responded to a first-alarm chlorine leak at the Phoenix wastewater facility. As the incident escalated, Battalion Chief 161 transitioned into command using a Phoenix Fire Department command vehicle, supporting mitigation efforts and interagency coordination.

Extrication

Ladder Tender 161 provided extrication during a fatal collision involving two semi-trucks. Personnel supported the technical-rescue operation and coordinated with responding public-safety agencies. The Peer Support Team was activated, and the crew of Ladder Tender 161 was supported through various employee-assistance resources.

TRAINING & PROFESSIONAL DEVELOPMENT

Department and crew training remained focused on strengthening operational readiness, reinforcing organizational expectations, and supporting continued professional development at all levels of the department. Training activities included reviews of City policies and procedures and departmental memorandums, Project Mayday training, probationary firefighter development, Pedego electric bicycle training, battalion and division chief development, and an evacuation drill.

Members also participated in several external training and professional development opportunities. Two department members attended Honor Guard training in Prescott, while several members of the command staff attended courses offered during the Arizona Fire Chiefs Association Annual Convention. These opportunities provided personnel with additional exposure to regional best practices, leadership development, and specialized training.

The department also continued coordinating with regional fire service partners to broaden access to specialized training opportunities. Planning with the Glendale Fire Department progressed for Emergency Vehicle Operator Course (EVOC) training, while coordination with the Buckeye Fire Department continued for flashover training.

Command-level professional development included approximately four hours of required continuing education associated with Department of Homeland Security security clearance requirements. In addition, five employees successfully completed the American Red Cross First Aid/CPR/AED Instructor course. These employees will serve as the department's lead instructors for First Aid/CPR/AED training, providing instruction to City employees as well as supporting courses offered to members of the public. Developing this internal instructor capability enhances the department's ability to provide consistent, high-quality training while expanding its capacity to serve both the organization and the community.

EMS DIVISION

The department completed a comprehensive paramedic selection process involving eight participants. Five candidates successfully completed the process, with two selected to attend the Phoenix College Paramedic Program beginning August 18. The remaining three successful candidates were placed on an eligibility list for consideration for future paramedic classes. This process supports the department's ongoing efforts to develop internal personnel and maintain adequate advanced life support capabilities.

Progress also continued on electronic patient care record sharing among the Tolleson Fire Department, AMR, and the Avondale Fire Department. The initiative advanced into the testing and refinement stage, representing another step toward improving the exchange of patient information between responding agencies and supporting greater continuity of care.

Additional EMS initiatives remained focused on clinical readiness, regulatory compliance, and quality improvement. Work continued on updates to the CARES protocols, implementation of DEA medication-box requirements, preparation for video laryngoscope training, and reduction of the existing CQI review backlog.

THREAT LIAISON OFFICER PROGRAM

Planning continued for several upcoming training opportunities intended to strengthen departmental preparedness for emerging threats and complex incidents. Three days of Union Pacific Railroad hazards training were scheduled for October at Fire Station 161, providing personnel with specialized instruction related to railroad operations and associated emergency-response hazards. Department participation was also scheduled for the Statewide Threat Assessment and Mitigation Program course, further supporting personnel awareness and response capabilities related to potential threats.

During the primary election, the program maintained an enhanced watch posture to monitor potential threats or unusual activity. No exceptional activity was identified within Tolleson's area of responsibility during the monitoring period. Relevant intelligence and operational guidance were distributed to appropriate personnel, including information related to ballot-box fires. These communications helped ensure personnel remained informed of emerging concerns and prepared to recognize and appropriately respond to suspicious activity.

Two Terrorism Liaison Officer (TLO) calls for service occurred during the reporting period. The first involved West Side support during an extended vehicle pursuit in the Glendale and Peoria area, while the second involved assistance with the service of a search warrant outside Tolleson. Participation in these incidents provided continued opportunities for regional coordination and interagency support.

Planning also continued for a stakeholder meeting to be hosted by the Tolleson Fire Department, with the event targeted for August or September. The meeting is intended to strengthen communication, information sharing, and coordination among participating agencies and community partners.

COMMUNITY ENGAGEMENT

Department personnel remained actively engaged in community events and outreach activities throughout the reporting period. Members supported the City's July 3rd celebration, participated in Park and Rec's community backpack drive, attended two local business ribbon-cutting ceremonies, and hosted a family station tour. Personnel also served lunch at the Senior Center on July 2, providing another opportunity to engage directly with community members outside of the department's traditional emergency-response role.

The department also hosted 12 ride-along participants during the reporting period. The ride-along program provides community members with firsthand exposure to fire department operations, emergency response, and the day-to-day responsibilities of department personnel. These experiences help strengthen community relationships while increasing awareness and understanding of the services provided by the department.

Interdepartmental cooperation continued through support provided to the Tolleson Police Department. The Police Department utilized the fire station apparatus bays to complete radar-equipment calibration, demonstrating the continued sharing of City resources and cooperation between public safety departments.



Tolleson Police Department

Monthly Report | June 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		5
Police Recruits		2
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)	1	0
Assistant Police Chief (1)	1	0
Lieutenant (2)	2	0
Sergeant (4)	4	0
Investigations Sergeant (1)	1	0
Police Officer (20)	14	6
Investigations Detective (4)	4	0
Community Action Team (2)	1	1
Traffic Enforcement Officer (2)	2	0
School Resource Officer (1)	1	0
Civic Center Officer (1)	1	0
Officers in Field Training	5	N/A
Police Recruit	2	N/A
Total (39)	39	N/A
Non-Sworn Staffing		
Assignment	Assigned	Assignment Vacancies
Support Services Manager (1)	1	0
Administrative Assistant (1)	1	0
Communications Manager (1)	1	0
Communications Supervisor (2)	2	0
Communications Operator (16)	15	1
Police Records Clerk (2)	2	0
Property / Evidence Tech. (2)	2	0
Police Assistant (2)	2	0
Total (27)	26	1



Persons, Property, and Society Crime Data

Persons Crimes					
Type	June		YTD		
	2025	2026	2025	2026	% Change
Homicide Incidents	0	0	0	1	+100.00
Robbery Incidents	2	0	6	6	+0.00
Sex Offense Incidents	1	0	8	1	-87.5
Aggravated Assault Incidents	0	4	17	22	+29.41
Simple Assault Incidents	7	13	65	69	+6.15
Property Crimes					
Type	June		YTD		
	2025	2026	2025	2026	% Change
Burglary/Breaking & Entering Incidents	7	3	17	9	-47.06
Vehicle Trespass & TFMV Incidents	5	1	28	25	-10.71
Stolen Vehicles	6	14	31	43	+38.71
Recovered Stolen Vehicles	5	8	42	47	+11.90
- Recovered Tolleson	1	6	14	15	+7.14
- Recovered Other	4	2	28	32	+14.29
Shoplifting Incidents	13	20	119	187	+57.14
All Other Theft Incidents	3	7	40	50	+25.00
Society Crimes					
Type	June		YTD		
	2025	2026	2025	2026	% Change
Drug/Narcotic Incidents	6	10	47	40	-14.89
Weapons Incidents	2	2	27	22	-18.52

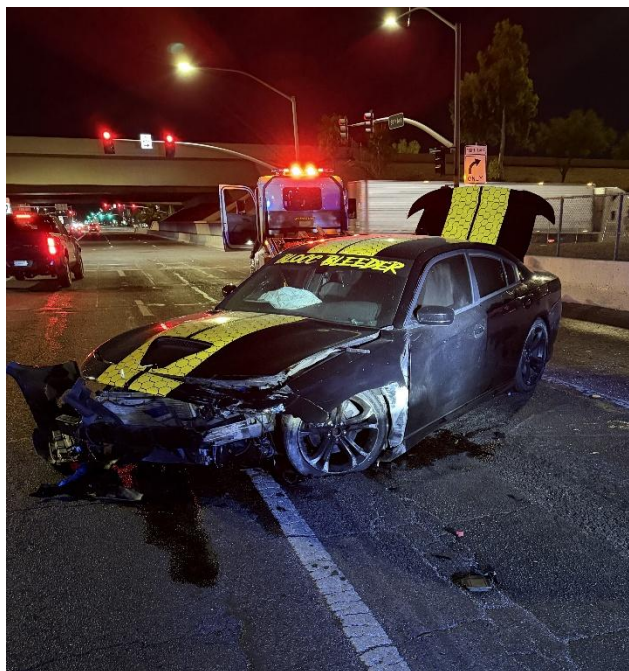
Crash Data

Motor Vehicle Crashes					
Crash Type	June		YTD		
	2025	2026	2025	2026	% Change
Fatal	1	0	1	2	+100.00
Injury	10	13	50	68	+36.00
Non-injury	13	34	136	167	+22.79
Unknown	0	0	0	0	0.00
Total	24	47	187	237	+26.74

Pedestrian / Bicycle Involved Crashes					
	June		YTD		
	2025	2026	2025	2026	% Change
Pedestrian	1	1	3	3	0.00
Bicycle	1	0	2	0	-100.00

Traffic Safety Data

Traffic Safety Metrics					
	June		YTD		
	2025	2026	2025	2026	% Change
Traffic Stops	228	249	1560	1683	+7.88
DUI Arrests Felony and Misdemeanor	6	7	73	50	-31.51
Speed Citations	30	64	309	394	+27.51





Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

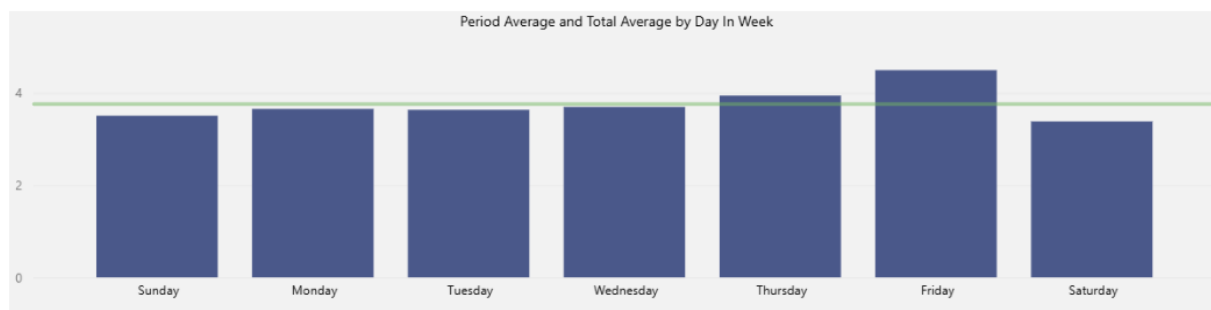
- Total calls processed by Tolleson Police Communications in June 2026: **7112**
- Calls transferred to Phoenix Fire Dispatch System: **360**
- Text to 911 Received – **Not Reported**

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **99.34%**
- Ninety-five (95%) of all peak hour 9-1-1 calls SHOULD be answered within twenty (20) seconds. **99.59%**

RESPONSE TIMES

Response Time Averages		
Priority	2025	2026
1	2:35	4:08
2	5:59	7:51
3	8:21	7:58



Dispatch Incident Distribution

Agency	June		YTD		
	2025	2026	2025	2026	% Change
Tolleson PD	1250	1368	8287	8473	+2.24
El Mirage PD	2223	2226	15191	16109	+6.04
Tohono O'odham PD	448	639	2581	3737	+44.79
Total	4620	4618	22138	24086	+8.80

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

1. Suspicious Activity (97) 2. Welfare Check (84) 3. Unwanted Guest (60) 4. Theft (35) 5. Disturbance (29)

Special Circumstances Data					
Time Stamp	June		YTD		
	2025	2026	2025	2026	% Change
Possible Drug/Alcohol Overdose	0	1	4	10	+150.00
Narcan Deployments	0	0	6	5	-16.67
Narcan Saves	0	0	5	5	+0.00
Vagrancy Calls for Service	14	9	83	28	-66.27

Special Unit Activity

CAT (Community Action Team)					
Response Type	June		YTD		
	2025	2026	2025	2026	% Change
Cases Opened	2	2	12	3	-75.00
Cases Closed	2	2	14	8	-42.86
Arrests Made	5	6	30	16	-46.67

- 6 Arrests
- 4g of methamphetamines seized
- 1g of cocaine seized
- 2 handguns seized.

Drone Deployments / Mobile Field Force Deployments					
Response Type	June		YTD		
	2025	2026	2025	2026	% Change
Drone Deployments	12	3	64	65	+1.56
Mobile Field Force Deployments	N/A	0	N/A	2	N/A

Police Assistant Activity (Civilian Staff)					
Response Type	June		YTD		
	2025	2026	2025	2026	% Change
Code Enforcement	30	40	209	274	31.10
Animal Related Calls	98	61	484	464	-4.13
Parking Violations	32	49	367	363	-1.09
Total	160	150	1060	1101	+3.87



What's Going On...

On June 2, 2026, members of the TPD family met at Freddy's for Family Night hosted by the Tolleson Public Library



On June 9, 2026, TPD hosted a delegation of law enforcement officers from Mexico. Sgt. Mendez and Ofc. Toledo led the group on a tour of West Valley Law Enforcement leaders round table discussion on highway safety and partnerships between state and local law enforcement agencies.

At the end of June, we all said goodbye to Officer Daniel Sandoval (Row 2, 3rd from the left). But, not for good...in July, Ofc. Sandoval will be assigned as a Recruit Training Officer for two academy classes at the West Valley Law Enforcement Training Academy. Ofc. Sandoval is the first RTO from TPD to assist in the training of new officers since 2006.





(Pictured from Left: Detective Katy Hitz, Officer Hanna Jeters, Officer Kylii Arellano, Officer Angela Palomera, Chief Rudy Mendoza, Recruit Genevieve Costaglio, Recruit Zulay Jimenez, Officer Sayaka Foley, and Detective BreeAnna Rice)

On June 23, 2026, Chief Mendoza provided a council update on all the good things going on at TPD. This included an update on the department's 30 by 30 goal which is a nationwide initiative for law enforcement agencies to have women represent 30 percent of their sworn workforce by 2030. TPD is getting close as we are currently sitting at 25.64%.

Upcoming Events

- July 3 – City of Tolleson Independence Day Celebration
- July 4 – Independence Day (Holiday)
- July 9 – West Valley Law Enforcement Training Academy Graduation
- July 15 – Ribbon Cutting – Pescaderia Mariscal
- July 21 – Ribbon Cutting – West-MEC Southeast Campus
- July 22 – Ribbon Cutting – Valley Cutss Barbershop

Data was retrieved from Tolleson PD CAD and RMS on July 2, 2026. RMS data only displays reports that are completed and approved unless otherwise noted.





Tolleson Police Department

Monthly Report | July 2026



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Total Authorized Sworn		39
Current Operating Sworn		32
Officers in FTO Training		6
Police Recruits		0
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)	1	0
Assistant Police Chief (1)	1	0
Lieutenant (2)	2	0
Sergeant (4)	4	0
Investigations Sergeant (1)	1	0
Police Officer (20)	13	7
Investigations Detective (4)	4	0
Community Action Team (2)	1	1
Traffic Enforcement Officer (2)	2	0
School Resource Officer (1)	1	0
Civic Center Officer (1)	1	0
Officers in Field Training	6	N/A
Police Recruit	0	N/A
Total (39)	38	N/A
Non-Sworn Staffing		
Assignment	Assigned	Assignment Vacancies
Support Services Manager (1)	1	0
Administrative Assistant (1)	1	0
Communications Manager (1)	1	0
Communications Supervisor (2)	2	0
Communications Operator (16)	15	1
Police Records Clerk (2)	2	0
Property / Evidence Tech. (2)	2	0
Police Assistant (2)	2	0
Total (27)	26	1



Persons, Property, and Society Crime Data

Persons Crimes					
Type	July		YTD		
	2025	2026	2025	2026	% Change
Homicide Incidents	0	0	0	1	+100.00
Robbery Incidents	1	1	7	7	+0.00
Sex Offense Incidents	2	2	10	3	-70.00
Aggravated Assault Incidents	2	2	19	24	+26.32
Simple Assault Incidents	10	5	75	74	-1.33
Property Crimes					
Type	July		YTD		
	2025	2026	2025	2026	% Change
Burglary/Breaking & Entering Incidents	4	0	21	9	-57.14
Vehicle Trespass & TFMV Incidents	6	4	34	29	-14.71
Stolen Vehicles	7	7	38	50	+31.58
Recovered Stolen Vehicles	9	10	51	57	+11.76
- Recovered Tolleson	4	3	18	18	0.00
- Recovered Other	5	7	33	39	+18.18
Shoplifting Incidents	11	24	130	211	+62.31
All Other Theft Incidents	4	4	44	54	+22.73
Society Crimes					
Type	July		YTD		
	2025	2026	2025	2026	% Change
Drug/Narcotic Incidents	10	7	57	47	-17.54
Weapons Incidents	4	1	31	23	-25.81

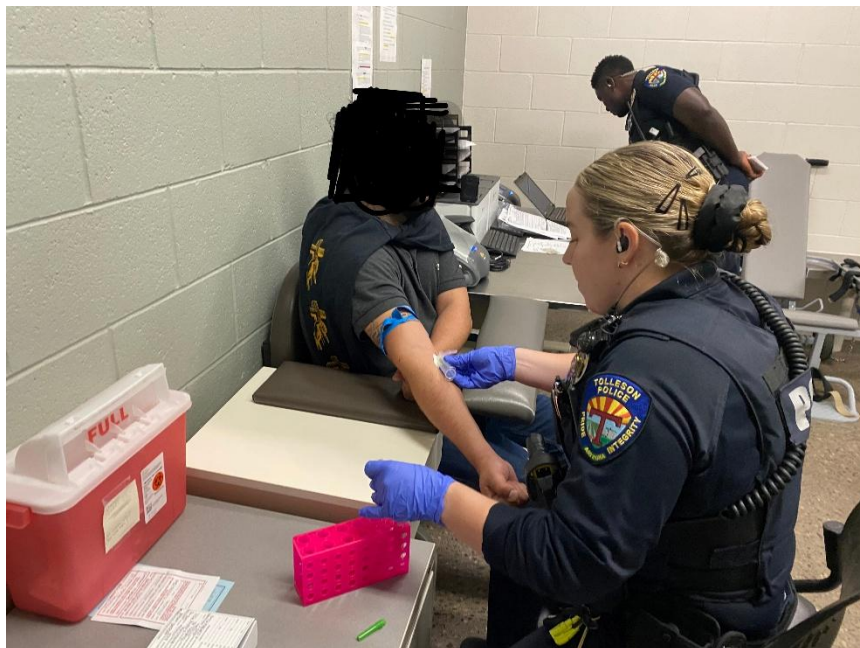
Crash Data

Motor Vehicle Crashes					
Crash Type	July		YTD		
	2025	2026	2025	2026	% Change
Fatal	0	0	1	2	+100.00
Injury	4	10	64	78	+21.88
Non-injury	17	25	153	192	+25.49
Unknown	0	0	0	0	0.00
Total	21	35	218	272	+24.77

Pedestrian / Bicycle Involved Crashes					
	July		YTD		
	2025	2026	2025	2026	% Change
Pedestrian	0	0	3	3	0.00
Bicycle	0	0	2	0	-100.00

Traffic Safety Data

Traffic Safety Metrics					
	July		YTD		
	2025	2026	2025	2026	% Change
Traffic Stops	285	308	1845	1991	+7.91
DUI Arrests Felony and Misdemeanor	8	5	81	55	-32.10
Speed Citations	49	60	358	454	+26.82





Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)

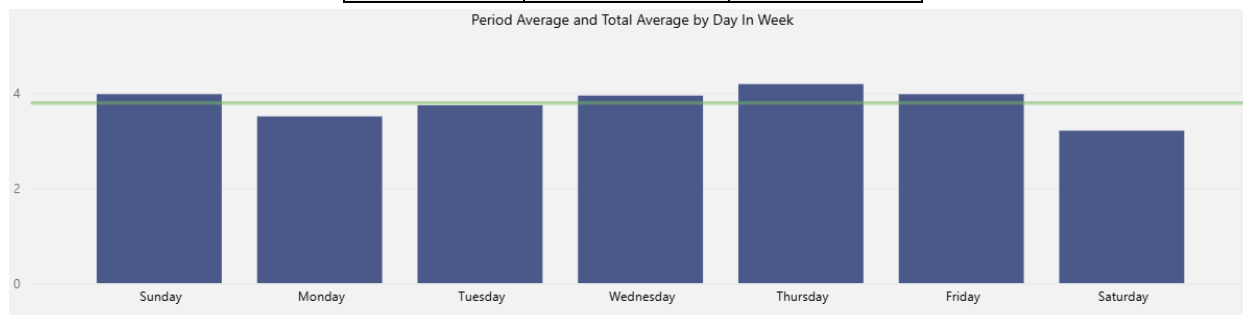
- Total calls processed by Tolleson Police Communications in July 2026: **6585**
- Calls transferred to Phoenix Fire Dispatch System: **354**
- Text to 911 Received – **5**

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **99.20%**
- Ninety-five (95%) of all peak hour 9-1-1 calls SHOULD be answered within twenty (20) seconds. **99.30%**

RESPONSE TIMES

Response Time Averages		
Priority	2025	2026
1	2:42	3:02
2	10:32	6:26
3	11:46	6:55



Dispatch Incident Distribution					
Agency	July		YTD		
	2025	2026	2025	2026	% Change
Tolleson PD	1324	1508	9611	9981	+3.85
El Mirage PD	2410	2674	17601	18783	+6.72
Tohono O'odham PD	532	610	3113	4347	+39.64
Total	4266	4792	30325	33111	+9.19

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

1. Suspicious Activity (113) 2. Welfare Check (91) 3. Unwanted Guest (78) 4. Disturbance (36) 5. Theft (35)

Special Circumstances Data					
Time Stamp	July		YTD		
	2025	2026	2025	2026	% Change
Possible Drug/Alcohol Overdose	0	1	4	11	+175.00
Narcan Deployments	0	1	6	6	0.00
Narcan Saves	0	1	5	6	+20.00
Vagrancy Calls for Service	10	0	103	28	-72.82

Special Unit Activity

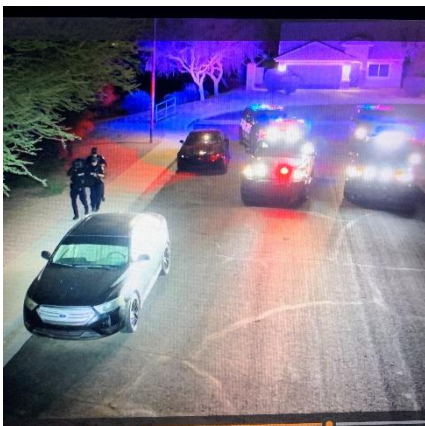
CAT (Community Action Team)					
Response Type	July		YTD		
	2025	2026	2025	2026	% Change
Cases Opened	1	2	13	5	-61.54
Cases Closed	2	0	16	8	-50.00
Arrests Made	5	2	35	18	-48.57

****CAT Detective was assigned to the FTO Admin Week and one week of FTO Traffic****

- 1g of cocaine seized
- 1g fentanyl powder

Drone Deployments / Mobile Field Force Deployments					
Response Type	July		YTD		
	2025	2026	2025	2026	% Change
Drone Deployments	9	8	73	73	0.00
Mobile Field Force Deployments	N/A	0	N/A	2	N/A

Police Assistant Activity (Civilian Staff)					
Response Type	July		YTD		
	2025	2026	2025	2026	% Change
Code Enforcement	45	32	254	306	+20.47
Animal Related Calls	80	95	564	559	-0.89
Parking Violations	26	49	393	412	+4.83
Total	151	176	1211	1277	+5.45



What's Going On...

On July 2, 2026, Ofc. Brian Romero successfully completed the Field Training Program and is now a solo Police Officer!!!



Above: Officer Brian Romero



L to R: Officer Genevieve Costaglio
Officer Zulay Jimenez

On July 9, 2026, Recruits Genevieve Costaglio and Zulay Jimenez graduated with Class 8 from the West Valley Law Enforcement Training Academy and earned the right to be called Officer Costaglio and Officer Jimenez!!! In addition to her graduation, Officer Costaglio received the award for achieving the Top Academic Average in the class!!!



L to R: Assistant Chief Jeff Grow, Lieutenant Lee Garrett, Officer Daniel Sandoval, Officer Zulay Jimenez, Officer Genevieve Costaglio, Chief Rudy Mendoza, Lieutenant Mike Winks, Manager Amanda Howard



L to R: Officer Zulay Jimenez, Chief Rudy Mendoza, Officer Genevieve Costaglio

Dispatchers Yoxira Roman and Alyssa Cody, along with Communications Supervisor Eric Rodriguez attended the NENA (National Emergency Number Association) Conference in Columbus, Ohio this year. They all took advantage of the networking, especially with those from other small agencies, as well as the training classes that were available. They even took some time to visit THE Ohio State University!!!



Upcoming Events

- September 7 – Labor Day (Holiday)

Data was retrieved from Tolleson PD CAD and RMS on Aug. 6, 2026. RMS data only displays reports that are completed and approved unless otherwise noted.

