

**REGULAR MEETING OF THE COMMON COUNCIL  
OF THE CITY OF EL MIRAGE  
EL MIRAGE CITY COUNCIL CHAMBERS  
14010 N. EL MIRAGE ROAD  
6:00 PM - TUESDAY, April 21, 2015**

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

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

**Agenda - AMENDED**

**I. ROLL CALL**

Mayor Lana Mook  
Councilmember Roy Delgado  
Councilmember Jack Palladino  
Councilmember David Shapera

Vice Mayor Joe Ramirez  
Councilmember Bob Jones  
Councilmember Lynn Selby

**II. CALL TO ORDER**

Pledge of Allegiance  
Moment of Silence  
Silence Cell Phones & Pagers

**III. PRESENTATION**

**P1.** Presentation by the Greater Phoenix Economic Council (GPEC) on regional economic development activities and competitiveness (Development/Community Services)

**IV. PROCLAMATIONS**

**PR1.** Proclamation to support the 77<sup>th</sup> anniversary of the United States Merchant Marine (Administration)

**PR2.** Proclamation to support PowerTalk 21® Day, April 21, 2015 (Police Dept.)

**PR3.** Proclamation declaring the month of May 2015 as Building Safety Month (Fire & Building Safety)

**V. CALL TO THE PUBLIC**

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

**VI. CONSENT AGENDA**

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, March 17, 2015. (City Clerk)
2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (City Clerk)

**VII. REGULAR AGENDA**

- A. Consideration and action to authorize purchase and installation of six play structures in various City pocket parks from Sunstate Recreation under The Cooperative Purchasing Network (TCPN) contract #5201 in an amount not to exceed \$139,148. (Public Works)
- B. Consideration and action to authorize the City Manager to enter into a contract with Felix Construction under City of Peoria JOC contract #ACON18313B in an amount not to exceed \$163,000 for services needed to repair the Dietz Crane well. (Public Works)
- C. Continuance from March 3, 2015 of the public hearing, closure of public hearing, followed by Council's consideration and action for GPA14-05-25, a major amendment to the 2010 General Plan, proposing to change Transit Oriented Development to Residential at the NW & NE corners of Grand Avenue and Thompson Ranch Road. (Development and Community Services)
- D. Consideration and action to approve Ordinance O15-04-04 authorizing the City Manager to execute quit claim deeds to convey certain parcels of City property within the Cactus Park Estates. (Development and Community Services)
- E. Consideration and action to approve the purchase and installation of Storage Area Network and Backup Equipment from Sentinel Technologies in an amount not to

exceed \$51,000 utilizing Arizona State Contract ADSPO12-024651. (Information Technology)

- F. Consideration and action to approve the acceptance, if awarded, of Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance grant funds, in the amount of \$32,491 for the Victim Advocate Program. (Police Department)
- G. Consideration and action to approve Resolution R15-04-05 authorizing the City Manager to conduct a 2015 full special (mid-decade) census in El Mirage, if either the City of Phoenix, Mesa, or Tucson decide to conduct a mid-decade census in 2015. (Finance)

**VIII. CITY MANAGER SUMMARY OF CURRENT EVENTS**

The City Council may not discuss or act upon any matter in the City Manager’s summary unless the specific matter is properly noticed for legal action.

**IX. MAYOR’S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

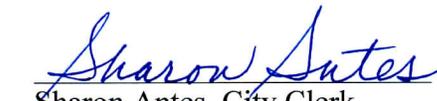
The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

**X. ADJOURNMENT**

*Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 12145 NW Grand Avenue, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.*

**AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF APRIL 21, 2015**

I hereby certify that this agenda was posted by 5:00 p.m. on April 20, 2015 at the following locations: 1) City of El Mirage Exterior Bulletin Board, 12145 N.W. Grand Avenue and 2) the City of El Mirage website at [www.cityofelmirage.org](http://www.cityofelmirage.org).

  
Sharon Antes, City Clerk

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>04/6/2015</u>  <b>DATE ACTION REQUESTED:</b> <u>04/21/2015</u>  <input checked="" type="checkbox"/> <b>REGULAR</b> <input type="checkbox"/> <b>CONSENT</b> <input type="checkbox"/> <b>WORK STUDY</b> <input type="checkbox"/> <b>SPECIAL</b>	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> <b>RESOLUTION #</b> _____ <input type="checkbox"/> <b>ORDINANCE #</b> _____ <input checked="" type="checkbox"/> <b>OTHER:</b> Presentation	<b>SUBJECT:</b> Presentation by the Greater Phoenix Economic Council (GPEC) on regional economic development activities and competitiveness.
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<b>TO:</b> Mayor and Council
<b>FROM:</b> Thomas Doyle, Economic Development Specialist
<b>RECOMMENDATION:</b> N/A
<b>PROPOSED MOTION:</b> N/A
<b>ATTACHMENTS:</b> N/A

**DISCUSSION:** Greater Phoenix Economic Council (GPEC) President, Chris Camacho will give a brief (10 minute) presentation on economic development programs and activities at GPEC. Mr. Camacho shares a unique insight on sight selector activities and trends plus has insight on Greater Phoenix regional competitiveness to other regions nationally.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

Robert Nilles

4/15/15  
Date

Approved as to form:

Robert M. Hall, City Attorney

4/17/15  
Date

City Manager:

Dr. Spencer A. Isom

4/17/15  
Date

**REQUEST FOR COUNCIL ACTION**

<p><b>DATE SUBMITTED:</b> 04/01/2015</p> <p><b>DATE ACTION REQUESTED:</b> 04/21/2015</p> <p><input checked="" type="checkbox"/> <b>REGULAR</b>    <input type="checkbox"/> <b>CONSENT</b> <input type="checkbox"/> <b>WORK STUDY</b>    <input type="checkbox"/> <b>SPECIAL</b></p>	<p><b>TYPE OF ACTION:</b></p> <p><input type="checkbox"/> <b>RESOLUTION #</b> _____ <input type="checkbox"/> <b>ORDINANCE #</b> _____ <input checked="" type="checkbox"/> <b>OTHER:</b> Proclamation</p>	<p><b>SUBJECT:</b> Proclamation to support the 77<sup>th</sup> Anniversary of the United States Merchant Marine.</p>
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<p><b>TO:</b> Mayor and Council</p>
<p><b>FROM:</b> Amber Wakeman  Assistant to the City Manager – Intergovernmental and Public Relations</p>
<p><b>RECOMMENDATION:</b> N/A</p>
<p><b>PROPOSED MOTION:</b> N/A</p>
<p><b>ATTACHMENTS:</b> Proclamation for United States Merchant Marine</p>

**DISCUSSION:** The City of El Mirage would like to honor the United States Merchant Marine and all Merchant Marine Veterans that reside in El Mirage on the 77<sup>th</sup> Anniversary of the Merchant Marine.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

  
Robert Nilles

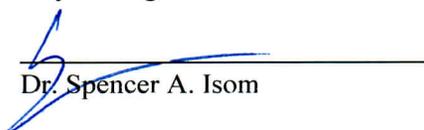
4/15/15  
Date

Approved as to form:

  
Robert M. Hall, City Attorney

4/17/15  
Date

City Manager:

  
Dr. Spencer A. Isom

4/17/15  
Date

*Office of the Mayor  
City of El Mirage*

**PROCLAMATION  
UNITED STATES MERCHANT MARINE**

**WHEREAS**, the City of El Mirage recognizes the importance of the United States Merchant Marine; and

**WHEREAS**, our commercial maritime tradition dates back to the founding of our Nation; and it continues to play an important role today, moving passengers and freight, protecting our freedom, and linking our citizens to the world; and

**WHEREAS**, since 1775 merchant mariners have bravely served our Country and in 1936 the Merchant Marine Act officially established their role in our military as a wartime naval auxiliary. On March 15, 1938, the U.S. Merchant Marine Cadet Corps was officially founded; and

**WHEREAS**, merchant mariners have served in every conflict in our Nation's history; the U.S. Merchant Marine helps provide our Nation's Armed Forces with crucial supplies and equipment. These brave men and women demonstrate courage, love of Country, and devotion to duty, and we especially honor those who have made the ultimate sacrifice in defense of our Nation. The United States is safer and the world is more peaceful because of the work of our merchant mariners, and we are grateful for their service; and

**WHEREAS**, merchant mariners also contribute significantly to the U.S. maritime transportation system; those in the maritime industry, including merchant mariners, enhance waterborne commerce and help promote America's economic growth. Today, we honor the courage, determination, and service of our Nation's merchant mariners and remember the many who have given their lives in defense of our Country. Their work reflects the patriotism and devotion to duty that makes America great;

**NOW, THEREFORE**, the City of El Mirage proclaims and recognizes the 77<sup>th</sup> Anniversary of the founding of the United States Merchant Marine.

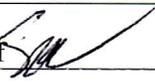
**IN WITNESS THEREOF**, I, Mayor Lana Mook, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 21<sup>st</sup> day of April, 2015.

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Lana Mook, Mayor

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>04/01/2015</u>	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> <b>OTHER:</b> Proclamation	<b>SUBJECT:</b> Proclamation to support PowerTalk 21® Day, April 21, 2015.
<b>DATE ACTION REQUESTED:</b> <u>04/21/2015</u>		
<input checked="" type="checkbox"/> <b>REGULAR</b> <input type="checkbox"/> <b>CONSENT</b> <input type="checkbox"/> <b>WORK STUDY</b> <input type="checkbox"/> <b>SPECIAL</b>		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Steve Campbell, El Mirage Police Chief 
<b>RECOMMENDATION:</b> N/A
<b>PROPOSED MOTION:</b> N/A
<b>ATTACHMENTS:</b> Proclamation for PowerTalk 21® Day

**DISCUSSION:** PowerTalk 21® Day on April 21, 2015 is a national day for parents and families to start the conversation with kids about alcohol and the dangers of underage drinking. By having these intentional conversations, parents are able to set expectations and consequences, all while continuing to talk about the dangers of alcohol and underage drinking.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

  
 Robert Nilles

4/15/15  
 Date

Approved as to form:

  
 Robert M. Hall, City Attorney

4/17/15  
 Date

City Manager:

  
 Dr. Spencer A. Isom

4/17/15  
 Date

*Office of the Mayor  
City of El Mirage*

**PROCLAMATION  
POWERTALK 21<sup>®</sup> DAY**

**WHEREAS**, the City of El Mirage recognizes the importance of parents talking with their teens about alcohol; and

**WHEREAS**, high school students who use alcohol or other substances are five times more likely to drop out of school or believe good grades are not important; and

**WHEREAS**, teen alcohol use kills 4,700 people each year, more than all other illegal drugs combined; and

**WHEREAS**, the majority of kids say their parents are their primary influence when it comes to decisions about drinking alcohol; and

**WHEREAS**, PowerTalk 21<sup>®</sup> day is established on April 21, 2015, to encourage parents and caregivers to embrace their important role in influencing America's youth and their decisions about drinking alcohol; and

**WHEREAS**, in 2015, MADD will kick off "21 Days in Support of 21," beginning on April 1st and culminating on PowerTalk 21 on April 21st, in order to create a sustained and prolonged national conversation about underage drinking; and

**WHEREAS**, to equip parents to talk with their teens about alcohol, Mothers Against Drunk Driving<sup>®</sup> (MADD) Arizona will offer a free community parent workshop to give parents the tools in a parent handbook to effectively talk to their teens about alcohol; and

**WHEREAS**, these local parent workshops, also replicated across the country, will offer parents a research-based parent handbook to help them talk with their teens about alcohol and encourage adults to consider creating a safer community by becoming involved in reducing underage drinking; and

**WHEREAS**, the City of El Mirage urges all citizens to join in the local and national efforts to raise awareness of the importance of parents and teens talking together about alcohol in order to reduce the risks and dangers posed to teens and communities;

**NOW, THEREFORE**, the City of El Mirage proclaims April 21, 2015 to be PowerTalk 21<sup>®</sup> Day.

**IN WITNESS THEREOF**, I, Mayor Lana Mook, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 21<sup>st</sup> day of April, 2015.

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Lana Mook, Mayor

**REQUEST FOR COUNCIL ACTION**

<p><b>DATE SUBMITTED:</b> 4/6/2015</p> <p><b>DATE ACTION REQUESTED:</b> 4/21/2015</p> <p><input type="checkbox"/> REGULAR   <input checked="" type="checkbox"/> CONSENT</p>	<p><b>TYPE OF ACTION:</b></p> <p><input type="checkbox"/> RESOLUTION # _____</p> <p><input type="checkbox"/> ORDINANCE # _____</p> <p><input checked="" type="checkbox"/> OTHER:      Proclamation</p>	<p><b>SUBJECT:</b> Proclamation declaring the month of May 2015 as Building Safety Month.</p>
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<b>TO:</b> Mayor and Council
<b>FROM:</b> Mary Dickson, Fire, Building & Life Safety <i>M.D. by pna</i>
<b>RECOMMENDATION:</b> N/A
<b>PROPOSED MOTION:</b> N/A
<b>ATTACHMENTS:</b> Proclamation

**DISCUSSION:** Proclaim May, 2015 as Building Safety Month in El Mirage

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

*Robert Nilles*  
\_\_\_\_\_  
Robert Nilles

*4/15/15*  
\_\_\_\_\_  
Date

Approved as to Form:

*Robert M. Hall*  
\_\_\_\_\_  
Robert M. Hall

*4/17/15*  
\_\_\_\_\_  
Date

City Manager:

*Dr. Spencer A. Isom*  
\_\_\_\_\_  
Dr. Spencer A. Isom

*4/15/15*  
\_\_\_\_\_  
Date

# BUILDING SAFETY MONTH MAY



INTERNATIONAL CODE COUNCIL

## *Proclamation*

**Building Safety Month — May, 2015**

*Whereas, the City of El Mirage continues efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;*

*Whereas, our confidence is achieved through the devotion of building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;*

*Whereas, El Mirage uses a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;*

*Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;*

*Whereas, “Resilient Communities Start with Building Codes,” the theme for Building Safety Month 2015, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2015 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,*

*Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention departments and federal agencies in protecting lives and property;*

*NOW, THEREFORE, I, Lana Mook, Mayor of the City of El Mirage, do hereby proclaim the month of May 2015 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>04/06/2015</u>	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> <b>OTHER:</b> <u>Approval of Minutes</u>	<b>SUBJECT:</b> Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, March 17, 2015.
<b>DATE ACTION REQUESTED:</b> <u>04/21/2015</u>		
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Sharon Antes, City Clerk <i>SA</i>
<b>RECOMMENDATION:</b> Approve minutes from the March 17, 2015 Regular Council meeting.
<b>PROPOSED MOTION:</b> I move to approve the minutes of the March 17, 2015 Council meeting as presented.
<b>ATTACHMENTS:</b> Draft Minutes

**DISCUSSION:** Draft minutes are attached for Council's review and approval.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

*Robert Nilles*  
Robert Nilles

4/15/15  
Date

Approved as to Form:

*Robert M. Hall*  
Robert M. Hall

4/17/15  
Date

City Manager:

*Dr. Spencer A. Isom*  
Dr. Spencer A. Isom

4/17/15  
Date

**REGULAR MEETING OF THE COMMON COUNCIL  
OF THE CITY OF EL MIRAGE  
EL MIRAGE CITY COUNCIL CHAMBERS  
14010 N. EL MIRAGE ROAD  
6:00 PM - TUESDAY, March 17, 2015**

**Minutes**

**I. ROLL CALL**

Present: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilmember Roy Delgado, Councilmember Bob Jones, Councilmember Jack Palladino, Councilmember Lynn Selby, Councilmember David Shapera

**II. CALL TO ORDER**

Mayor Mook called the meeting to order at 6:00 PM.  
Pledge of Allegiance  
Moment of Silence  
Silence Cell Phones & Pagers

**III. PRESENTATION**

**P1.** Presentation to El Mirage resident Isabella Buoscio for winning the Blue Cross Blue Shield Walk On! Challenge Recipe Contest. (Administration)

Intergovernmental and Public Relations Manager Amber Wakeman presented eight-year old El Mirage resident Isabella Buoscio to Council who won the Blue Cross and Blue Shield Walk On! Challenge Recipe Contest. Isabella came up with the recipe for Fruity Kale Salad while watching her mother make salads. She also loves apples, carrots, kale, bananas, grapes and blueberries. She plays soccer and feels healthy foods keep her healthy and active. Isabella thanked everyone for her recognition. Mayor Mook congratulated her and told her how proud everyone was of her.

**IV. CALL TO THE PUBLIC**

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

No Comment Cards were received.

## V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, March 3, 2015. (City Clerk)

**Vice Mayor Ramirez moved to approve Consent Agenda 1 as presented; seconded by Councilor Delgado. Motion carried unanimously (7/0).**

## VI. REGULAR AGENDA

- A. Consideration and action to adopt a notice of intent to change certain fees which could include adding, deleting, increasing or decreasing fees not sooner than 60 days from the date of posting the notice pursuant to A.R.S. Section 9-499.15. (Finance)

Assistant Finance Director Christy Eusebio explained this is a request for approval of a notice of intent to increase certain fees as required by Arizona Revised Statutes. The Notice of Intent will be posted on the City website for 60 days and will be brought back to Council for consideration and approval following the 60-day period. Fee schedules are reviewed and updated annually and the notice of intent is brought before Council to provide transparency.

**Vice Mayor Ramirez moved to adopt a notice of intent to change certain fees which could include adding, deleting, increasing or decreasing fees not sooner than 60 days from the date of posting the notice pursuant to A.R.S. Section §9-499.15; seconded by Councilor Delgado. Motion carried unanimously (7/0).**

- B. Consideration and action to approve Resolution R15-03-04 approving the FY 2016-2020 Capital Improvements Plan. (Finance)

Finance Director Robert Nilles explained the City's Capital Improvement Plan (CIP) governs fully funded projects over the next five years; each Council member was provided a copy of the 2016-2020 CIP. The projects represent \$61M of needs rather than wants spread over a 5-year period to guarantee funding. The CIP prioritizes projects for staff and funding criteria include available funding, Council priorities, utility rate study, City Manager recommendations, intergovernmental agreements, grant matches and Council approval. CIP projects included in the FY 2016-2020 plan can be viewed on the City website once approved by Council.

Mayor Mook requested Dr. Isom and Mr. Nilles present an easy to understand article regarding the Capital Improvement Plan in the next City newsletter stressing that these projects are fully funded and also include an article on property taxes as well.

**Vice Mayor Ramirez moved to approve Resolution R15-03-04 approving the FY 2016-2020 Capital Improvements Plan; seconded by Councilor Delgado. Motion carried unanimously (7/0).**

**C. Presentation of FY 2015-16 budget framework. (Finance)**

Finance Director Robert Nilles presented an explanation of the overall budget process noting it is a simple process but not an easy process. Revenues need to equal expenses. The process starts with the Mayor and Council setting goals and presenting them to the City Manager. The City Manager works with City departments and employees to prepare a draft budget to meet the goals of the Council and the needs of residents. The City Manager meets with individual departments to determine department expenditure requests and Finance works to firm up projected annual revenues. Dr. Isom reported this year's budget is stable and revenues are projected to increase. Major projects are completed, housing values are growing significantly and the business community is beginning to take note. Mr. Nilles then reviewed revenues and fees. The next step is to prepare and present the draft Tentative Budget on or before April 17<sup>th</sup>. The Council will then review the budget with staff at their Budget Workshop on May 4<sup>th</sup> and 5<sup>th</sup>. The Tentative Budget is scheduled for adoption on June 2<sup>nd</sup>. There is a public hearing for property taxes on June 16<sup>th</sup> with the adoption of the final budget. The property tax adoption is scheduled for July 7<sup>th</sup>.

Councilor Selby asked if there was a water payback of \$2.125M. Mr. Nilles said this debt will be repaid by the end of FY2016.

Vice Mayor Ramirez stated this was a great process and we should stay with it.

Mayor Mook asked that the coordination process involved in preparation of the annual budget be explained in a future article in the City newsletter.

Dr. Isom complemented Mr. Nilles and Ms. Eusebio regarding the work they have done over the past few years in creating a very smooth and easily understood budget process. He also recognized Department Heads' efforts in contributing toward the compilation of the budget by keeping costs in line. Dr. Isom thanked Council for providing clear goals for the community and then letting staff attain those goals in a responsible manner.

**VII. CITY MANAGER SUMMARY OF CURRENT EVENTS**

The City Council may not discuss or act upon any matter in the City Manager's summary unless the specific matter is properly noticed for legal action.

Dr. Isom reported he is pleased to announce that more solar panels with expanded parking are being installed at the YMCA.

On behalf of Coordinator Pat Gregan, Building Official Mary Dickson reported on the prestigious Garden Tour held last weekend at the City's Community

Garden stating it was a great honor to be the one public garden included in the tour. She thanked Pat Gregan for turning an empty lot in a beautiful feature. Mary participated in the event reporting how exciting it was to see the hundreds of people who attended the event and hearing the many positive comments about the garden appearance and the community involvement. She also acknowledged everyone who put so much effort into the event. Mayor Mook commented on the brunch held the week prior to the tour to honor all the volunteers. Dr. Isom thanked Ms. Gregan and all members of the staff who assisted.

Dr. Isom reported the Easter Eggstravaganza will be held on Saturday, March 28<sup>th</sup> from 9:00 AM to 1:00 PM. Children ages 3 to 11 years of age will be able to participate in this event at Gentry Park.

Dr. Isom asked City Engineer Jorge Gastelum to update the Council regarding the three major road improvement projects in progress; Northern Parkway to the south, El Mirage Road from Northern Avenue to Grand Avenue, and the Grand Avenue and Thunderbird Road intersection. Mr. Gastelum gave a PowerPoint slide presentation identifying the various construction phases and periods of construction. El Mirage Road will be divided into three sections; 1) Peoria Avenue to Cactus Road will be under construction from Summer 2015 to summer 2016, 2) Cactus Road to Grand Avenue as well as Thunderbird Road will be under construction from winter 2015 to spring 2017, and 3) Northern Avenue to Peoria Avenue will be under construction from spring 2016 to summer 2017. The Northern Parkway project will be under construction from winter 2015 to summer 2017 and the Grand Avenue/Thunderbird Road intersection (as well as the Grand Avenue frontage road improvement) will be under construction from summer 2016 to winter 2017. He then shared before/after photographs of the five homeowners who were relocated due to the expansion projects; four of the five homeowners relocated in El Mirage with one moving to Glendale to be closer to family members.

Mayor Mook complimented staff of assisting the homeowners to find new homes and Dr. Isom commended the organization for having the courage to make the City of El Mirage a better place to live.

## **VIII. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilor Jones complimented staff on their outstanding efforts in the budget process and the progression of the road improvement projects.

Councilor Selby also complimented staff and reported on the *Community Uplift* Program that will take place Saturday, March 21<sup>st</sup>. Projects have been reviewed and scheduled. He thanked Building Official Mary Dickson for her work in evaluating the applicants and for her work on this program. There are volunteers

from the Dysart High School football team and faith based volunteers who will be participating in this event.

Councilor Palladino announced that CDAC awarded full funding for the El Mirage Road waterlines project stating it was primarily due to the efforts and excellent presentation by staff members Pat Gregan and Christopher Hauser.

Councilor Shapera reported on the recent Topping-Off Ceremony for the casino in Glendale. He stated the event was well attended and he believes there will be an economical uplift for the community and West Valley.

Councilor Delgado reported the library usage has dropped due to downloading information rather than taking out books. He also reported he has a garden box at the Community Garden and that he attended the recent Garden Tour. He was very pleased with the turnout for the tour and reported many people wanted to know how they could get a garden spot. Councilor Delgado also thanked staff members Pat Gregan and Christopher Hauser for their efforts regarding the CDBG award for water lines project. The CDAC recommendation goes before the Board of Supervisors next month and he does not see any problem with the City's project being fully funded. He also reported he is on the YMCA Board of Managers and they need to raise \$16,000 to support low income and military families. He challenged the Council, "in support of our own YMCA," to contribute \$1,000 toward this fund raiser.

Vice Mayor Ramirez stated the home replacements for the road improvement project were negatively reported to the public so he was pleased to see the end result and the positive outcome for the families. He also reported that when he was at a recent Little League game he was approached by a resident who wanted the Council to know they appreciate what a difference they have made in this community; they are very impressed with the new Police Station and YMCA but especially pleased with the Gentry Park renovations.

Mayor Mook commented she is frequently contacted by residents and she refers them to Dr. Isom who, in turn, forwards to the respective departments for action. She stated she is amazed at how fast all departments respond on a wide variety of topics and the residents are appreciative with the responses.

## **IX. ADJOURNMENT**

The meeting was adjourned at 7:23 PM.

---

Lana Mook, Mayor

ATTESTED BY:

\_\_\_\_\_  
Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the City of El Mirage Regular Council Meeting held on March 17, 2015 and a quorum was present.

  
\_\_\_\_\_  
Sharon Antes, City Clerk



**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>03/16/2015</u>  <b>DATE ACTION REQUESTED:</b> <u>04/21/2015</u>  <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> <b>OTHER:</b> Destruction of Records	<b>SUBJECT:</b> Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19.
---	--	---

<b>TO:</b> Mayor and Council
<b>FROM:</b> Sharon Antes, City Clerk <i>SA</i>
<b>RECOMMENDATION:</b> Approval to maintain Records Management as set by the State of Arizona.
<b>PROPOSED MOTION:</b> I make a motion to approve the destruction of municipal documents as authorized under A.R.S. §41-151.19.
<b>ATTACHMENTS:</b> Certificate of Records Destruction

**DISCUSSION:** The State of Arizona and the City of El Mirage have determined retention schedules for public records and destruction of those records not meant to be kept indefinitely. Orderly destruction of public records pursuant to the laws of the State of Arizona and the City of El Mirage will provide more space for permanent records in the Clerk's Office and keep the City compliant with state law.

**FISCAL IMPACT:** \$350.00 (estimated)

**DEPARTMENT LINE ITEM ACCOUNT:** 10-490-313

**BALANCE IN LINE ITEM IF APPROVED:** \$1200.00

Finance Director:

*Robert Nilles*  
Robert Nilles

4/15/15  
Date

Approved as to form:

*Robert M. Hall*      4/17/15  
Robert M. Hall, City Attorney      Date

City Manager:

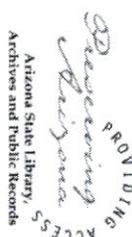
*Dr. Spencer A. Isom*

4/17/15  
Date



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Joan Clark, State Librarian & Director



**ARCHIVES AND RECORDS MANAGEMENT**

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## CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

**Public Body** City of El Mirage **Division** Administration

**Department** City Clerk **Office/Unit** \_\_\_\_\_

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Unsuccessful Bids: Dysart Rd./ Thunderbird Waterline	10.20.2000	3	6.2.2009	6.2.2009	Paper	1 File
Unsuccessful Bids: Cottonwood Waterline Improvements	10.20.2000	3	6.16.2009	6.16.2009	Paper	1 File
2006 Primary/General Election Nomination Petitions	10.10.2001	30	1.1.2006	12.31.2009	Paper	5 Files
2006 Maricopa County Elections Contract	10.20.2001	16	5.22.2006	12.31.2006	Paper	1 File
Kimbrell Electric Contract/El Mirage Rd. Traffic Signals	10.20.2001	16	5.11.2000	3.15.2001	Paper	1 File
Layne Christensen Co. Contract/127th Ln. Water Well	10.20.2001	16	4.11.2002	10.13.2002	Paper	1 File
Banicki Construction Contract/Olive Ave. Reconstruction	10.20.2001	16	1.27.2005	12.15.2005	Paper	1 File
Banicki Construction Contract/Olive Ave/El Mirage Rd.	10.20.2001	16	1.15.2005	9.27.2005	Paper	1 File
Keller Equipment Co. Booster Station Upgrades	10.20.2001	16	9.7.2002	3.31.2003	Paper	1 File
SJL Construction Contract/Sunnyvale Waterline Replacement	10.20.2001	16	7.30.2001	2.18.2002	Paper	1 File
Kirkham & Michael Contract/CMS Sunnyvale Water Facility	10.20.2001	16	6.25.2001	5.22.2002	Paper	1 File

<b>Name (type or print):</b> <b>Sharon Antes</b>	<b>Title: Records Officer or Designee (type or print):</b> <b>City Clerk</b>	<b>Phone :</b> <b>623-876-2943</b>
<b>Signature:</b>	<b>E-Mail:</b> <b>santes@cityofelmirage.org</b>	<b>Date:</b> <b>21-Apr-15</b>

**RECORDS MANAGEMENT CENTER**

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**ARCHIVES AND RECORDS MANAGEMENT**

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**Public Body** City of El Mirage

**Division** \_\_\_\_\_

**Administration** \_\_\_\_\_

**Department** City Clerk

**Office/Unit** \_\_\_\_\_

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels; Electronic File Size
Peacock, Hislop, Staley & Given/W/WTP Bond Draft	10.10.2001	16	6.8.1999	6.8.1999	Paper	1 File
Swan Architects Contract/Senior Center Addition/Remodel	10.10.2001	16	10.14.2004	6.30.2005	Paper	1 File
ADM Group/Library/City Hall Design	10.10.2001	16	11.8.2001	1.31.2003	Paper	1 File
Malcolm Pirnie, Inc/Dev. Of Operations Plan for W/WTP	10.10.2001	16	6.14.2001	6.14.2002	Paper	1 File
Area Agency on Aging/Van Lease Agreement	10.10.2001	16	9.1.2001	6.30.2002	Paper	1 File
Regional Public Transportation Authority Budgets	10.10.2001	16	11.3.1998	12.31.2000	Paper	1 File
RDH Environmental Services/El Mirage W/WTP Phase 1	10.10.2001	16	5.26.2000	5.26.2002	Paper	1 File
Regional Public Transportation Authority Agreement	10.10.2001	16	11.1.1988	9.30.1990	Paper	1 File
DL Engineering & Controls/Corrections/Water Reclama Fac	10.20.2001	16	3.21.2002	12.17.2002	Paper	1 File
Stantec Consulting/Building Official Services	10.20.2001	16	12.14.2--1	12.15.2003	Paper	1 File
Dysart Unified School District/Summer Program	10.10.2001	16	5.27.2004	7.13.2004	Paper	1 File

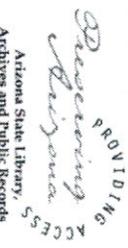
<b>Name (type or print):</b> <b>Sharon Antes</b>	<b>Title: Records Officer or Designee (type or print):</b> <b>City Clerk</b>	<b>Phone :</b> <b>623-876-2943</b>
<b>Signature:</b>	<b>E-Mail:</b> <b>santes@cityofelmirage.org</b>	<b>Date:</b> <b>21-Apr-15</b>

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**Department** City Clerk **Office/Unit** \_\_\_\_\_

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Cronstrom & Trbovich/Annual Audit Contract	10.10.2001	16	6.29.1993	2.7.2005	Paper	1 File
Maracopa Association of Governments/Special Census Agr	10.10.2001	16	10.13.1995	3.1.1996	Paper	1 File
Requests for Early (Absentee Ballots)	000-12-65	5	3.10.1998	3.10.1998	Paper	5 Files
General Election Poll List	000-12-65	5	5.16.2000	5.16.2000	Paper	1 File
List of Qualified Voters	000-12-65	5	2.4.1998	5.19.1998	Paper	1 File
Unofficial Election Results	000-12-65	5	3.10.1998	3.10.1998	Paper	1 File
Candidate Nomination Papers 1998	000-12-65	1	3.10.1998	5.19.1998	Paper	1 File
Voter Registration Register/Qualified Electors List	000-12-65	5	3.10.1998	3.10.1998	Paper	1 File
Early Voters List	000-12-65	5	2.29.2000	5.15.2000	Paper	1 File
Unsuccessful Bids: Purchase of Fire Pumper	10.20.2000	3	1.5.2007	1.5.2007	Paper	1 File
Requests for Information: Photocopiers	10.20.2000	3	6.28.2005	6.28.2005	Paper	1 File

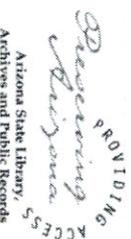
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Cajun Cable Co. Contract/Cable TV System	10.10.2001	16	8.28.1985	4.19.1988	Paper	1 File
Preliminary Budget adopted July 23, 1987	GS 1002	8	7.1.1987	6.30.1988	Paper	1 File
Budget Recommendations/Eide Helmeke & Co. CPA	GS 1002	8	6.30.1986	6.30.1988	Paper	1 File
Robert E. Rhue & Co. Contract/Audit	GS 1002	8	6.30.1985	6.30.1985	Paper	1 File
Robert E. Rhue & Co. Contract/Audit	GS 1002	8	6.30.1984	6.30.1984	Paper	1 File
First Municipal Leasing Corp./Lease Purchase Option Cable	10.10.2001	16	7.22.1985	9.1.1992	Paper	1 File
Powers-Leavitt Insurance Agencu/Review of RFP Proposal	10.10.2001	16	3.30.2006	3.30.2006	Paper	1 File
2002 Public Records Requests	000-12-15	10	1.1.2002	12.31.2002	Paper	1 File
Attorney Case Files - Closed	4.5.2002	2	4.23.2003	7.12.2005	Paper	1 File
Notice of Claims Closed	4.5.2002	2	9.15.2000	6.1.2005	Paper	6 Files
Liquor Licenses	10.10.01	15	1.1.1996	12.31.2009	Paper	12 Files

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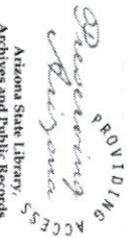
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Alder Engineering: Settlement Agreement & Release	4.4.2002	2	1.22.2004	1.22.2004	Paper	1 File
Housing Files - Unapproved, cancelled or declined	000-12-57	9	2.28.2005	3.10.2010	Paper	1 File
Maricopa County IGA/Dysart Rd. Improvements	10.10.2001	16	7.30.1984	2.22.2005	Paper	5 Files
Santa Fe Railway Co/Greenway Rd. Crossing Construction	10.10.2001	16	1.21.1993	7.1.1993	Paper	1 File
Candidate Nomination Papers	10.10.2001	30	12.7.1999	12.7.1999	Paper	1 File
Maricopa County IGA/Peoria Ave;Dysart Rd. Improvements	10.10.2001	16	8.5.1991	3.21.1992	Paper	1 File

<b>Name (type or print):</b> <b>Sharon Antes</b>	<b>Title: Records Officer or Designee (type or print):</b> <b>City Clerk</b>	<b>Phone :</b> <b>623-876-2943</b>
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**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>04/10/2015</u>	<b>TYPE OF ACTION:</b>  ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> <b>OTHER:</b> Purchase	<b>SUBJECT:</b> Consideration and action to authorize purchase and installation of six play structures in various City pocket parks from Sunstate Recreation under The Cooperative Purchasing Network (TCPN) contract #5201 in an amount not to exceed \$139,148.
<b>DATE ACTION REQUESTED:</b> <u>04/21/2015</u>		
<input checked="" type="checkbox"/> <b>REGULAR</b> ___ <b>CONSENT</b>		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Larry Dobrosky, Deputy City Manager
<b>RECOMMENDATION:</b> Approval
<b>PROPOSED MOTION:</b> I move we authorize the purchase and installation of six new play structures from Sunstate Recreation and that the Finance Director make any necessary budget transfers.
<b>ATTACHMENTS:</b> Replacement quote, Reimbursement Quote, TCPN contract #5201 and supporting documentation

**DISCUSSION:** The City is responsible for the maintenance of various pocket parks throughout the city, including the play structures. Six play structures have been identified for replacement based on age and safety concerns. This request is to replace playgrounds in the Buena Vida, Dysart Park, and Cactus Park neighborhoods, including the installation of new wood fiber base. The total cost of the structures from Sunstate Recreation in cooperation with TCPN contract #5201 is \$139,148, which includes an 8% contingency. In addition, the Cactus Park Homeowner's Association has agreed to reimburse the City for the cost of two structures being installed in their HOA neighborhood in the amount of \$32,423.18. The project is scheduled for FY 2015-16, however, staff is requesting the equipment be ordered now to install the newer and safer apparatus as quickly as possible. If delivery occurs prior to July 1, 2015, staff is requesting that through approval of this action the Finance Director will transfer all necessary budget amounts from Council Contingency to the appropriate line item.

**FISCAL IMPACT:** Amount not to exceed \$139,148  
**DEPARTMENT LINE ITEM ACCOUNT:** 10-521-654  
**BALANCE IN LINE ITEM IF APPROVED:** \$145,000

Finance Director:

Robert Nilles

4/15/15  
 Date

Approved as to form:

Robert M. Hall, City Attorney

4/17/15  
 Date

City Manager:

Dr. Spencer A. Isom

4/12/15  
 Date



12858 W Wilshire Dr  
 Avondale, AZ 85392  
 Ph: 623-251-0070  
 Fx: 623-547-0021  
 jeff@sunstaterec.com

# Estimate

Date	Estimate #
4/9/2015	115370

City of El Mirage  
 10655 N. 121st Ave  
 El Mirage , AZ 85335

Project

Item	Description	Qty	Rate	Total
Custom Playground	Custom Playcraft Systems play structure PR# R5033F24A , Veterans Park	1	11,160.36	11,160.36T
Installation	Installation of PR# R5033F24A and stockpile/re-spread of existing woodchips	1	3,622.00	3,622.00
Custom Playground	Custom Playcraft Systems play structure PR# RH566ABBA , Charter Oaks Park	1	9,656.13	9,656.13T
Installation	Installation of PR# RH566ABBA and stockpile/re-spread of existing woodchips	1	4,161.00	4,161.00
Shipping	Shipping of play structures when shipped with all others.	2	600.00	1,200.00
Fencing	Security Fencing during installation	2	500.00	1,000.00
	TCPN contract 5201 pricing applied Two separate Cactus Park Estates HOA parks for re-imbursement purposes			

50% down Balance due after completion	<b>Subtotal</b>	\$30,799.49
	<b>Sales Tax (7.8%)</b>	\$1,623.69
	<b>Total</b>	\$32,423.18



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 Avondale, AZ 85392  
 Ph: 623-251-0070  
 Fx: 623-547-0021  
 jeff@sunstaterec.com

# Estimate

Date	Estimate #
4/9/2015	115334

City of El Mirage  
 10655 N. 121st Ave  
 El Mirage , AZ 85335

Project

Item	Description	Qty	Rate	Total
Custom Playground	Custom Playcraft Systems play structure PR# R50DDE75A , Buena Vida Park	1	11,152.53	11,152.53T
Installation	Installation of PR# R50DDE75A , Buena Vida Park	1	3,800.00	3,800.00
Custom Playground	Custom Playcraft Systems play structure PR# R50BE631A , Dreyfus Park	1	13,050.87	13,050.87T
Installation	Installation of PR# R50BE631A	1	3,850.00	3,850.00
Custom Playground	Custom Playcraft Systems play structure PR# RH5B5786A , Dahlia Park	1	16,370.79	16,370.79T
Installation	Installation of PR# RH5B5786A	1	4,350.00	4,350.00
Custom Playground	Custom Playcraft Systems play structure PR# RH538154A , Brown Family Park	1	16,489.11	16,489.11T
Installation	Installation of PR# RH538154A	1	4,300.00	4,300.00
Shipping	Shipping of all 3 structures together, installing a week apart of each other , full trailer rates (2 trailers)	2	1,800.00	3,600.00
Wood Fiber	Wood fiber mulch , IPEMA certified , natural EWF , 338 cu yds total for all 4 parks , delivered and installed	1	13,175.24	13,175.24T
Custom Playground	Custom Playcraft Systems play structure PR# R5033F24A , Veterans Park	1	11,160.36	11,160.36T
Installation	Installation of PR# 5033F24A and stockpile/respread existing woodchips	1	3,622.00	3,622.00
Custom Playground	Custom Playcraft Systems play structure PR# RH566ABBA , Charter Oaks Park	1	9,656.13	9,656.13T
Installation	Installation of PR# RH566ABBA and stockpile/re-spread of existing woodchips	1	4,161.00	4,161.00
Fencing	Security Fencing during installation at each site 160 lft City to provide demo of old structures/footings and excavation of sand Pricing reflects TCPN contract# 5201 pricing	6	500.00	3,000.00

50% down Balance due after completion	<b>Subtotal</b>
	<b>Sales Tax (7.8%)</b>
	<b>Total</b>



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 Ph: 623-251-0070  
 Fx: 623-547-0021  
 jeff@sunstaterec.com

# Estimate

Date	Estimate #
4/9/2015	115334

City of El Mirage  
 10655 N. 121st Ave  
 El Mirage , AZ 85335

Project

Item	Description	Qty	Rate	Total
	Pricing to be held through end of May			

50% down Balance due after completion	<b>Subtotal</b>	\$121,738.03
	<b>Sales Tax (7.8%)</b>	\$7,102.29
	<b>Total</b>	\$128,840.32



This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.
5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

I HAVE READ AND AGREE TO THE TCPN COOPERATIVE PURCHASING MEMBERSHIP AGREEMENT TERMS AND CONDITIONS.

**INTERLOCAL AGREEMENT**  
**Region 4 Education Service Center**

Contracting Parties

City of El Mirage  
School District or Public Entity

86-6000767  
County-District Number

Region 4 Education Service Center

101 - 950  
County-District Number

This agreement is effective 3/3/2015 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

**Role of the Purchasing Cooperative:**

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.
6. Fully comply with all applicable state rules and regulations related to competitive procurement and cooperative purchasing in the State of Texas.

**Role of the Member School District or Public Entity:**

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Issue any and all contracts, purchase orders, or other applicable authorizations for purchase (Purchase Orders) made on behalf of TCPN vendors. This agreement, however, does not obligate Member to purchase any commodities and/or services under any TCPN contract.
6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Pay vendors in a timely manner for all goods and services received.

#### **General Provisions**

1. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
3. This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of Region 4 ESC are located, which is Harris County, Texas.
4. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
5. Before any party may resort to litigation, any claims, disputes or other matters in questions between the Parties to this Agreement shall be submitted to nonbinding mediation.
6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this agreement being executed or the performance of the functions and obligations describe herein.
7. This Agreement incorporates all agreements, covenants and understandings between the parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this agreement.
8. TCPN makes the contract available to the Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the Member.
9. Region 4 ESC may amend this Agreement, provided that written notice is given to the Member no less than 60 days prior to the date that the change will take effect.
10. All forms of written notice, under this agreement, shall be made by first class mail, postage prepaid and delivered to the parties of the agreement.
11. Member agrees to cooperate in compliance with any reasonable request for information and/or records made by the Cooperative. Breach of this provision may be grounds for termination after 10 days written notice to the Member.

**Authorization**

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

**School District or Public Entity**

By Cade P. Collins  
Authorized Signature

Purchasing Administrator  
Title

3/3/2015  
Date

Cade Collins  
Contact Person

Purchasing Administrator  
Title of Contact

12145 NW Grand Avenue  
Street Address

El Mirage, Arizona, 85335  
City, State Zip

623-876-2956  
Contact's Telephone Number

CCollins@cityofelmirage.org  
E-mail Address

**Region 4 Education Service Center**

By Robert Zingelmann  
Authorized Signature

Region 4 ESC Chief Financial Officer  
Title

3/4/15  
Date

713-744-8108  
Telephone Number

robert.zingelmann@esc4.net  
Email Address

**GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

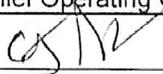
We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final. )*

### SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

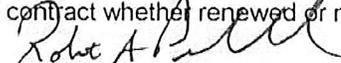
Prices are guaranteed: 120 days

Company name Krauss Craft, Inc.  
Address 123 North Valley Drive  
City/State/Zip Grants Pass, OR 97526  
Telephone No. 541-955-9199  
Fax No. 541-955-6130  
Email address cj@krausscraftinc.com  
Printed name C.J. Schatza  
Position with company Chief Operating Officer  
Authorized signature 

Accepted by The Cooperative Purchasing Network:

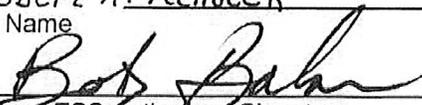
Term of contract July 1, 2012 to June 30, 2015

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

  
President/CEO

6/26/2012  
Date

Robert A. Pechacek  
Print Name

  
Region 4 ESC Authorized Signature

6/27/12  
Date

Bob Baker  
Print Name

TCPN Contract Number R5201

## **TAB 2 – QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### 1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

**All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

### 2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

#### a. Minority/Women Business Enterprise

Respondent certifies that this firm is an M/WBE

Yes  No

#### b. Historically Underutilized Businesses

Respondent certifies that this firm is a HUB

Yes  No

**3. Residency**

Responding Company's principal place of business is in the city of Grants Pass State of OR.

**4. Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.
  - If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

**5. Processing Information**

Company contact for:

Contract Management

Contact Person: C.J. Schatza  
Title: Chief Operating Officer  
Company: Krauss Craft, Inc.  
Address: 123 North Valley Drive  
City: Grants Pass State: OR Zip: 97526  
Phone: 541-955-9199 Fax: 541-955-6130  
Email: cj@krausscraftomc.com

Billing & Reporting/Accounts Payable

Contact Person: Mei Mei Kong  
Title: Accounts Payable Manager  
Company: Krauss Craft, Inc.  
Address: 123 North Valley Drive  
City: Grants Pass State: OR Zip: 97526  
Phone: 541-955-9199 Fax: 541-955-6130  
Email: mei-mei@krausscraftinc.com

Marketing

Contact Person: Justin Dietz  
 Title: Marketing Manager  
 Company: Krauss Craft, Inc.  
 Address: 123 North Valley Drive  
 City: Grants Pass State: OR Zip: 97526  
 Phone: 541-955-9199 Fax: 541-955-6130  
 Email: justind@krausscraftinc.com

**6. Distribution Channel:** Which best describes your company's position in the distribution channel:

- Manufacturer direct       Certified education/government reseller  
 Authorized distributor       Manufacturer marketing through reseller  
 Value-added reseller       Other \_\_\_\_\_

**7. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.  Yes  No  
 (If answer is no, attach a statement detailing how pricing for TCPN participants would be calculated.)
- Pricing submitted includes the required TCPN administrative fee.  Yes  No  
 (Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity?  Yes  No

**8. Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
GSA Contract—Federal Government	16.5%	2013	Est \$1,000,000
Oregon State Contract	10%	2018	Est \$250-500K
KCDA—Washington	10%	2013	Est \$250-500K
General Administration—State of Washington	12%	2013	Est \$250-500K
Head Start Preferred Provider—Package Pricing	N/A	2013	Unknown



*Manufactured by Krauss Craft, Inc.*

**TAB 2 – THIRD PARTY RELATIONSHIPS**

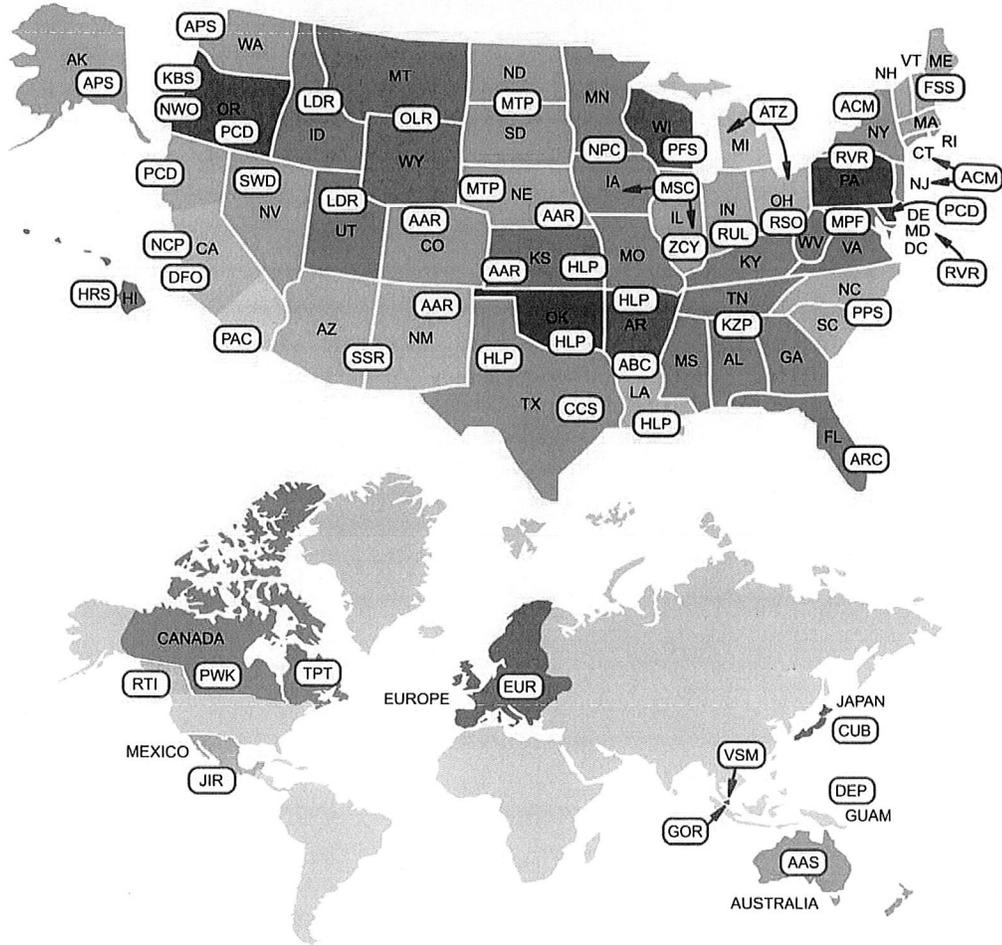
Krauss Craft, Inc. has acted as the general contractor on a variety of projects over the past several years including the Tuba City, AZ Federal procurement contract listed on our reference list. As we are the equipment manufacturer, we are responsible for preparing the installation instructions for our equipment and, as such, we are very experienced with all aspects of playground design and installation, site work to prepare for our equipment, surfacing requirements for playground safety compliance, ADA compliance issues, and all other aspects of project management including contractual obligations, subcontractor agreements, prevailing wage requirements and reporting, and invoicing and payment issues. In addition, Krauss Craft, Inc. is a HUB Zone certified firm and eligible to participate in public sector projects which require disadvantaged businesses. Our national and international distributors are also highly experienced in the playground industry and will, in many cases, act as our subcontractors on TCPN contracts.

1. We maintain a quality management system designed to ensure only compliant parts are produced as well as to respond proactively to any service or equipment issues in the field. Our quality management system is ISO compliant and we are known throughout the industry as the quality leader.
2. We pride ourselves on the quality of our equipment as well as the customer service we provide. We have high expectations of our distributors to provide high quality installation and repair work. All distributors are factory authorized installers and work directly with our customers, who are also the customers of our distributors. As we jointly service the needs of our customers, the lines of communication are always open to the purchaser of our equipment and we follow up after each project to ensure the customer is satisfied. In addition, we have just hired a national sales manager. Part of his job will be to continually follow up with our distributors and customers to ensure that we are meeting their needs.
3. Repairs are performed, in most cases, by our distributors. We jointly provide warranty service and, if a needed repair is not covered by our warranty, payment is made by the customer to our distributor. We follow up with our customer upon completion of all installations and repairs as needed.
4. See warranty included in Tab 5. Our warranty is not pro-rated in any way. In addition, the majority of our distributors offer a 1 year installation warranty in conjunction with our manufacturer's equipment warranty.
5. System design is customer-driven based on a meeting with our representative along with a site visit. Currently, our distributor submits a proposal request to our design department which specifies the customer's needs, size limitations, budget requirements, etc. Our design department provides a custom playground structure drawing along with 2d and 3d color drawings, posters (if requested) and use zone and ADA compliance information. We are currently in the process of releasing our Play Designer software (see the following link <http://youtu.be/T5THWII7UZk>) which will change our entire design process. This software has been in production for 3 years and is the most advanced software of its kind available. Our distributors will have this software installed on their computers enabling them to sit down with our customers on site and design their playground! The software will provide all required drawings, use zone illustrations, 2d and 3d renders as well as quotes to the customer. In addition, we will be launching a web only version of this software as part of our marketing plan.
6. We use SalesForce CRM for project scheduling. As we are the equipment manufacturer, most of our installations are done by our factory authorized distributors who are responsible for project management once they have received the equipment.
7. All equipment is proposed to the customer for their approval.
8. We provide a maintenance kit on all playground structure sales. Maintenance programs are offered by our distributors.
9. As we are the manufacturer, we subcontract our installations. Our preferred subcontractors are our distributors or general contractors familiar with all permit requirements.



*Manufactured by Krauss Craft, Inc.*

10. Design is very customer-driven utilizing our expertise and experience. We have been designing playgrounds for over 20 years and are fully knowledgeable with all applicable safety and manufacturing standards. With these guidelines and requirements in mind, we are able to work directly with our customers and distributors to provide the perfect playground for their needs.
11. Shipping schedules are agreed to upon receipt of order and progress reports are sent weekly to our distributors so that they may schedule installations.
12. We strive very hard to set a shipping schedule date and stick to it. As we are the manufacturer and are among the most vertically integrated playground equipment manufacturers in the nation, we have as much control over shipping schedules as anyone. We do not outsource the manufacturing of our components, as many of our competitors do. In the rare instance that a shipping delay is necessary, we notify our customer immediately (usually at least 2 weeks prior to the shipping date) and agree upon a new ship date. If the customer cannot agree to a new date, we are almost always able to find a way to maintain the original schedule. Usually, with our notification process, the customer is agreeable to a new ship date.
13. We send a customer care report each week.
14. All products are made to order. We do not carry finished goods inventory.
15. 98 – 100%
16. We have a very responsive customer service department that handles and routes all customer inquiries. All department heads provide immediate customer service to handle any questions including our Engineering manager, Design manager, IT manager, COO, and the President and owner of the company, Kurt Krauss.
17. Our customer service department considers problem solution and distributor/customer support to be the number one priority. The majority of issues are handled with one phone call to us. All other inquiries are resolved with a proposed solution within 24 hours. As we are the manufacturer, we are able to handle all issues regarding our equipment directly. This is in contrast to any bidders who are playground distributors, who will be at the mercy of their manufacturer to provide customer support.
18. All information regarding sales of our equipment is maintained in a database. Each project file is maintained and any warranty or service work is noted in the file upon shipment of the replacement parts. All customer inquiries are also logged in the file.
19. We continually update and simplify our installation manuals. We invest heavily in technology (Play Designer, for example) and our website provides access to our product specifications, engineering drawings, warranty details and installation drawings.
20. Replacement parts are sold at the same discounted prices as the original parts, we do not charge a higher price simply because we have a "captive" customer. We are aware that this is often done in the industry but, as a customer service oriented company, we refuse to implement such a policy. As far as lead time, again we are customer driven in this regard. Normally we send replacement parts within 3 weeks but occasionally, if needed by the customer, we can get a replacement part out the next day.



### 2012 Playcraft Representatives by Territory

<b>AAR</b>	All Around Recreation LLC	CO, NM, KS, NE	<b>MPF</b>	MaxPlayFit, LLC	VA, WV, MD, DC
<b>AAS</b>	Active Areas	Australia	<b>MSC</b>	Midwest Sales, Co.	IA, IL
<b>ABC</b>	ABC Playgrounds	AR, LA	<b>MTP</b>	MyTurn Playsystems	ND, SD
<b>ACM</b>	ACM Playgrounds	NY, NJ, CT	<b>NCP</b>	Northern California Playworks	CA
<b>AGP</b>	Al Ghorairi and Partners WLL	Qatar	<b>NOW</b>	NW Recreation of Oregon National Playground Compliance	OR
<b>APS</b>	AllPlay Systems	WA, AK	<b>NPC</b>	Group	MN, IA, MO
<b>ARC</b>	Advanced Recreation Concepts	FL	<b>OLR</b>	Olson Landscape & Recreation	WY, MT
<b>ATZ</b>	A to Z Recreation Co.	MI, OH	<b>PAC</b>	Pacific Play Systems	CA
<b>CCS</b>	Creative Components	TX	<b>PCD</b>	Playcraft Direct, Inc.	AK, N. CA, DE, OR, HI, WA
<b>CUB</b>	CUBE	Japan	<b>PFS</b>	Play Focused Solutions	WI
<b>DEP</b>	Dateline Exports	Guam	<b>PPS</b>	ParkPlaySys, Inc.	NC, SC
<b>DFO</b>	David F. O'Keefe Company	CA	<b>PWK</b>	Playworks, Inc.	Canada (West of Quebec)
<b>EUR</b>	Europlay	Europe ME, MA, VT, NH, RI, CT	<b>RSO</b>	Recreations Outlet	OH
<b>FSS</b>	Five Seasons Sports & Rec		<b>RTI</b>	Rec. Tec Industries	BC
<b>GOR</b>	Gorica Asia Pte Ltd	Singapore TX, OK, AR, KS, LA	<b>RUL</b>	Recreation Unlimited	IN
<b>HLP</b>	Heartland Playgrounds		<b>RVR</b>	River Valley Recreation	MD, PA
<b>HRS</b>	Hawaii Recreation & Surfacing, Inc.	HI	<b>SSR</b>	SunState Recreation	AZ, NM
<b>JIR</b>	Juegos Infantiles ReyLaz S.A.	Mexico	<b>SWD</b>	Sierra Winds	NV
<b>KBS</b>	The Kids' Backyard Store	OR GA, AL, MS, TN, KY	<b>TPT</b>	Tapitec	Quebec, Canada
<b>KZP</b>	Kidz Zone Play Systems		<b>VSM</b>	Vico Sport Market	Singapore
<b>LDR</b>	Lucky Dog Recreation	UT, ID	<b>ZCY</b>	Zenon Company	IL



### **TAB 3 – COMPANY PROFILE – RESPONSES**

- 1 Krauss Craft, Inc.
2. For over 22 years, Krauss Craft, Inc. manufacturer of Playcraft Systems has strived to produce the finest playground equipment in the industry. Established in 1990, our focus has always been on quality, innovation and value and it shows.

At Playcraft we often say "we manufacture tomorrow's playgrounds today" a reference to our advanced designs and state-of-the-art manufacturing capabilities. Our manufacturing facility is one of the most modern in the industry and is virtually self-contained. What does this mean? It means we can control in-house all aspects of the manufacturing process thus producing the highest quality, most innovative products in a timely fashion. From steel fabrication, to Play-Tuff™ coated steel decking, custom routed sheet plastic components, to roto-molded plastic production, our world class facility is poised to deliver.

We are IPEMA certified and our products meet or exceed the design and safety guidelines found in the ASTM F1487 and USCPSC publications for playground equipment designed for public use.

I'd like to point out that we back up our product with one of the best warranties in the industry and provide the highest quality equipment available. We believe that we utilize the best powder coatings and application process available anywhere. Our two-coat application process provides an ultra-durable finish which is important considering the weather conditions to which these playgrounds will be subjected. Our roto-molded plastic components (slides, tubes, etc.) are manufactured in-house and utilize hot-blended color compounded resins guaranteeing vibrant, uniform colors which are able to withstand harsh ultraviolet exposure resistant to fading. Again, please note our 15 year warranty (not pro-rated!) on these plastic components. We take great pride in the quality of our product, we back it with an excellent warranty, and we have a dedicated, experienced customer service team.

3. 62-139-2810
4. 123 N. Valley Drive, Grants Pass, Oregon, 97526
5. See Distributor List attached.
6. See Distributor List attached.
7. A.Sales – Phil Burgess, National Sales Manager, Krauss Craft, Inc., 25 years experience.



*Manufactured by Krauss Craft, Inc.*

- B. Sales Support – Shirley Law, Office Manager, Playcraft Direct / Krauss Craft, Inc., 5 years experience, Margaret Miller, administrative assistant, Playcraft Direct / Krauss Craft, Inc. – 2 years experience.
  - C. Marketing – CJ Schatza, Chief Operating Officer, Krauss Craft, Inc., Justin Dietz, Marketing Manager, Krauss Craft, Inc.
  - D. Financial Reporting - Mei Mei Kong – Accounting, Krauss Craft, Inc.
  - E. Executive Support – CJ Schatza, Chief Operating Officer, Kurt Krauss, President / Owner, Krauss Craft, Inc.
8. Our standard payment terms are 50% down, net 30 days. However, on approved credit we can offer net 30 day payment terms.
  9. Our competition includes Playpower (which owns Miracle Recreation and Little Tikes), Playcore (which owns Gametime and Play and Park Structures), Playworld, and Landscape Structures, Inc. There are also smaller, regional manufacturers as well as foreign-owned companies that we sometimes compete with depending on the location of the customer.
  10. PROPRIETARY INFORMATION – 2009 sales approximately \$13 million, 2010 sales approximately \$14 million, 2011 sales approximately \$17.5 million, and 2012 sales are up an additional 12% year to date.
  11. Public sector sales, not including Federal government sales account for approximately 75 – 85% of sales, Federal government sales 5 – 10%.
  12. We plan on continuing to focus on the areas that have made this company successful – providing a high quality product priced at a value, ongoing improvement and development of new, innovative products, marketed and sold through an experienced, highly trained representative network, and continued refinement and improvements to our manufacturing processes. We have excellent customer service; both at the corporate level and through our representative network and we back our products with an industry-leading, comprehensive warranty. We have recently launched our Revolution line of equipment as well as a recycled line of equipment, a climbing nets line of equipment, and an outdoor fitness line of equipment. We have promoted our existing TCPN contract to our dealers as a primary focus for 2012 and are seeing greater interest, particularly in the Southeastern US. We just closed a \$60,000 project on our contract this past week on the east coast and continue negotiations with another TCPN member, the City of Fort Lauderdale. We just launched a major initiative with CADdetails, specifically to target the Landscape Architect market, and received over 500 page views and downloads in our first week. We purchased a keyword listing as well as a drawing package for greater impact and have excellent visibility on the first page of the playground listings (see attached). We are also 100 days into our search engine optimization initiative, already obtaining a first page listing on Google for “playground equipment manufacturers” (see attached). In 2012 we have added a National Sales Manager as well as a Marketing Manager. These hires, along with our new Play Designer Software, will enable us to continue to recruit the top distributors in the industry which is one of our key goals for 2012 and will ensure that we continue our unprecedented growth. As always, we will be unmatched in the pace of our new product launches as we have grown our Engineering department by 50% in the last 3 years. The key to our growth these last several years has been our customer service, both to the purchasers of our equipment and to our distributors. We are aware that several of our competitors have seen a decrease in sales through the recession and we feel that we are in a strong financial position to continue to provide the highest quality playground equipment priced at a value. We have added 6 additional trade shows to our standard line-up for 2012 and have begun a recruitment campaign to add to our distributorship network.



*Manufactured by Krauss Craft, Inc.*

13. See attached "Playcraft Difference"
14. We have an in-house IT Department with 2 full-time employees dedicated to maintaining our website. Our new PlayDesigner software will allow online / electronic ordering capability to our customers.
15. Our customer service department is staffed from 7:00 – 7:00 Monday through Friday and from 9:00 – 12:00 on Saturdays. In addition, all authorized distributors nationwide maintain an internal customer service department.
16. We have a pending suit in order to enforce collection of fees owed by one of our former distributors. Our company has not been involved in any reorganizations or bankruptcy proceedings.

## **A TO Z RECREATION**

10051 E. Highland Road  
Ste 29, PMB-162  
Howell, MI 48843

### **CONTACT:**

#### **ROBERT WRIGHT**

OFFICE: 810-599-3977

FAX:

Rob@atozrec.com

#### **Donna Slater**

kdsplaygrounds@netscape.net

## **ABC PLAYGROUNDS**

[www.abcplaygroundsequip.com](http://www.abcplaygroundsequip.com)

15109 ELM STREET  
ALEXANDAR, AR 72002

### **MAILING:**

PO BOX 1405  
ALEXANDER, AR 72002

### **CONTACT:**

#### **ROB & ROBIN SCHMIDT**

OFFICE: 501-455-3342

(Fax also: must call first)

FAX: 501-455-2656

CELL: 501-912-3479

[rob.abcplay@yahoo.com](mailto:rob.abcplay@yahoo.com)

[robin.abcplay@yahoo.com](mailto:robin.abcplay@yahoo.com)

[roboggan@sbcglobal.net](mailto:roboggan@sbcglobal.net)

#### **RUSTIN SCHMIDT**

[rustin.abcplay@yahoo.com](mailto:rustin.abcplay@yahoo.com)

## **ACM PLAYGROUNDS**

[www.acmplaygrounds.com](http://www.acmplaygrounds.com)

157 1/2 SEWARD ST.  
BUCHANAN, NY 10511

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3080 WILLIAMS RD.  
LEWISVILLE, NC 27023  
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DULUTH, GA 30096  
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PHONE: 843-860-2127

**PIONEER SALES CO., INC.**

[www.pioneerplaygrounds.com](http://www.pioneerplaygrounds.com)  
510 CARMENERE DRIVE  
KENNER, LA 70065

**CONTACT: SAL LAMARTINA:**

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800-469-1396  
FAX: 504-469-9925  
CELL: 504-319-8055  
[pioneersalesinc@gmail.com](mailto:pioneersalesinc@gmail.com)

**PLAY FOCUSED SOLUTIONS,  
LLC.**

[www.play-focus.com](http://www.play-focus.com)

135 JOHNSON STREET  
OREGON, WI 53575

**MAILING:**

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## **RECREATION UNLIMITED**

[www.recreationunlimited.org](http://www.recreationunlimited.org)

15150 HERRIMAN BLVD STE B  
NOBLESVILLE, IN 46060

### **SHIPPING: (TRUCKS ONLY)**

23478 US HWY 31 NORTH  
CICERO, IN 46034

### **CONTACT:**

**BRAD & CAREY RILEY** (Owners)

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877-353-7533

FAX: 317-773-2675

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[heathers@recreationunltd.com](mailto:heathers@recreationunltd.com)

**DAN LANMAN:** (Sales) **CC**

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CELL: 317-339-5663

**TRAVIS GOEBEL:** (Sales) **CC**

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[TravisGoebel@recreationunltd.com](mailto:TravisGoebel@recreationunltd.com)

## **RECREATIONS OUTLET**

[www.recreationsoutlet.com](http://www.recreationsoutlet.com)

885 STATE ROUTE 28

MILFORD, OH 45150

PH: 513-561-6444

### **CONTACT:**

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## **RIVER VALLEY**

### **RECREATION**

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1178 NURSERY ROAD

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**BRIAN BRISTER**

## **SIERRA WINDS**

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### **SHIPPING:**

592 CALIFORNIA AVENUE #B

RENO, NV 89509

### **MAILING:**

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CELL: 775-846-8109

TOLL FREE: 800-237-8968

[sandi@sierra-winds.com](mailto:sandi@sierra-winds.com)

**Dick's:** [sierrawindsturf@yahoo.com](mailto:sierrawindsturf@yahoo.com)

## **SUN STATE RECREATION**

### **CO.**

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## **TAPITEC GROUPE**

### **COMMERCIAL**

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ST- LAURENT, QUEBEC H4S 1P7

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**MARYSE SAUVÉ – SALES MANAGER**

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## **THE KIDS BACKYARD STORE**

[www.thekidsbackyardstore.com](http://www.thekidsbackyardstore.com)

7400 SW MACADAM AVE.

STE J

PORTLAND, OR 97219

### **CONTACT:**

**DAVE JUBITZ -- OWNER**

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FAX: 503-244-2868

[dave@thekidsbackyardstore.com](mailto:dave@thekidsbackyardstore.com)

**MIKE RONFELD**

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**VICO SPORT-MARKT**

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**ANN**

ACCTG?

**Updated 5/1/12**

**KC-072**



Cj Schatza - Controller  
KRAUSS CRAFT, INC  
123 N VALLEY DR,  
Grants pass, OR, 97526-8531

Dear Cj Schatza:

**Welcome to the HUBZone Program!**

I am pleased to advise you as that effective 07/23/2010 your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the list of qualified HUBZone small business concerns found on the internet at [http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm). Congratulations!

**Your responsibilities as a HUBZone certified concern**

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- **Keep your Central Contractor Registration (CCR) and Dynamic Small Business Search (DSBS) records up-to-date:** To apply for HUBZone Program certification, your firm had to be registered in the CCR and DSBS information systems. For your firm to receive benefit from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating your CCR or DSBS information, please contact the Federal Service Desk at (866) 606-8220 or (334) 206-7828.
- **Inform HUBZone Program of any material changes to your concern:** If there are material changes to your concern you must notify the HUBZone Program by sending an e-mail to [HZMCN@sba.gov](mailto:HZMCN@sba.gov). Material changes include a change in size, ownership, business structure, or principal office location, in addition to falling below the 35% HUBZone residency requirement when your firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time you feel your concern no longer qualifies for the HUBZone Program, you can complete the "Voluntary Decertification Agreement" available at [www.sba.gov/hubzone/hubzoneapplication](http://www.sba.gov/hubzone/hubzoneapplication).

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your CCR or DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your CCR and DSBS profiles updated.

- **Remain in compliance at all times and stay updated on Program changes:** It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).

In addition, you should periodically visit our website ([www.sba.gov/hubzone](http://www.sba.gov/hubzone)) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application submission using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at [www.sba.gov/hubzone/hubzoneapplication](http://www.sba.gov/hubzone/hubzoneapplication).

- **Participate in SBA eligibility monitoring initiatives:** As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which discovered unacceptable levels of fraud and misrepresentation within the HUBZone Program, we are significantly increasing our eligibility monitoring efforts to ensure only eligible SBCs receive the program's benefits. As such, you may be subject to any or all of the following initiatives designed to verify the ongoing eligibility of certified concerns:
  - SBA requiring your concern certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program, or voluntarily withdraw
  - SBA requiring your concern to submit updated documentation similar to the information and documents you provided to obtain initial certification in order to verify that you remain eligible for the program
  - If you should receive a HUBZone contract, SBA requiring your concern to demonstrate that it was eligible for the program both at the time of its initial offer and award
  - SBA making unannounced site visits to any or all of your concern's locations to verify the accuracy of any information provided to SBA**NOTE THAT ANY SBC FOUND TO MISREPRESENT ITSELF MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.**

### **How to get the most out of the Program**

Although your status as a certified HUBZone small business concern greatly improves your access to Federal contracts, this certification does not guarantee contract awards. Your ability to research contracting opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting website ([www.sba.gov/GC](http://www.sba.gov/GC)) provides valuable information on Federal contracting, including links to specific contracting opportunities and contact information for the SBA and key Federal acquisition agencies. (Please note that while your concern was approved under the North American Industry Classification System (NAICS) Code found in your firm's CCR and SBA Supplemental Page profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.)
- SBA's Services website ([www.sba.gov/services](http://www.sba.gov/services)) is a good starting point for accessing a wide range of resources relevant to HUBZone certified firms, including online courses on how to identify, win, and successfully execute Federal Government contracts
- SBA's Surety Bond Program website ([www.sba.gov/osg](http://www.sba.gov/osg)) provides information on how to apply for an SBA surety bond guarantee.

### **Thank you for contributing to US economic development**

We wish you the best of luck with your HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) which you operate. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, please do not hesitate to call the HUBZone Help Desk at (202) 205-8885, or you may email us at [HUBZone@sba.gov](mailto:HUBZone@sba.gov).

Sincerely,

Leo M Sanchez

Leo M. Sanchez

# Krauss Craft's Commitment to a Better World

*Earth Friendly Manufacturing Techniques & Recycling*



Krauss Craft, Inc. Manufacturer of Playcraft Systems is committed to creating the best playground equipment available for the health of our children, communities and the environment.

We incorporate environmentally friendly manufacturing techniques and processes throughout our state-of-the-art factory going far beyond industry requirements. Our goal is to always use materials with the highest recycled and/or recyclable content possible without sacrificing safety, durability or quality.

Krauss Craft is firmly committed to expanding the use of recycled/recyclable materials while continuing to employ the latest, most modern equipment and earth friendly manufacturing processes.

<b>Products</b>	<b>Material</b>	<b>% Recycled</b>	<b>% Recyclable</b>
ADA Ramps & Border Timbers	Plastic	Up to 99%	99%
Post Caps, Digger Buckets, Select Brackets, Spring Riders	Aluminum	Up to 99%	99%
Rubber Surfacing (Shredded & Crum)	Rubber	Up to 99%	Up to 99%
Aluminum Posts	Aluminum	Up to 99%	Up to 99%
Aluminum Die Castings (Clamps & Misc. Components)	Aluminum	Up to 99%	Up to 99%
Posts, Barriers, Climbers and Misc. Components	Tube Steel	Up to 50%	Up to 99%
Decks, Stairs, Ramps, Bridges, Table Tops, Benches & Crawl Tubes	Perforated Steel	Up to 75%	Up to 95%
Roofs, Panels & Fillers	Sheet Steel	Up to 75%	Up to 95%

**Note:** All figures are estimates. Actual percentages may vary.



### **The Playcraft Difference**

**Quality** - Our Company is known for the quality of our product. For almost every individual playground component / part, our specifications (strength of steel used, powder-coating process, diameter of steel pipe, warranty coverage, hardware, parts components, wall thickness of roto-molded parts, strength of decks and deck bracing, etc.) meet or exceed our competitors' products.

**Price** – The competitor's that come close to our pricing fall far short of our product specifications and the competitor's that approach the quality of our specifications are priced much higher. No one in the industry can match our combination of high quality and value pricing. See the attached bid tabulation from the State of Oregon solicitation which shows, for 9 separate equivalent products including 2 complete playground structures, that our pricing is lowest among major manufacturers. *A 13% discount off our retail pricing results in a better price than a 30% discount from some of our competitor's.* We don't artificially inflate our retail prices in order to show a larger discount.

**Performance Capability / Product Line** – We are able to deliver products and services nationally and have a complete line of playground equipment which includes clamp systems as well as a direct bolt system, a recycled line of equipment, site furnishings, exercise equipment, net structures, sporting goods, safety surfacing (engineered wood fiber, rubber mulch, poured-in-place surfacing, rubber tiles, and artificial turf), and shade structures.

**State-of-the-Art Design Software** – Our Play Designer software allows our customers to work directly with our representatives to design their playground on-site and place an order online through our website. We have embraced this technology in order to better serve the needs of our customers as well as to provide our distributors with an advanced tool to pursue playground sales.

**Factory Direct Contract** – We are bidding this contract as the manufacturer. This gives your members the best customer service available combined with the best pricing.

**Experienced Distributors** - We also boast an incredibly experienced network of representatives. Kid-zone, our representative in the Southeast, is one of the top 3 commercial playground companies in the United States and has been in business for 30 years. We have multiple representatives across the country with over 20 years' experience in the playground industry. All of our representatives share our commitment to quality, value and customer service.

**In-House Manufacturing** - We are also unique in that we manufacture every major component of our equipment in-house. We have a world-class rotationally molding plant to manufacture our plastic components. We punch, weld and coat our decks in-house as well. By having complete control over all aspects of the manufacturing of our equipment we are able to control costs, quality, and availability, to the benefit of our customers.



**HUBZone Certification** – Krauss Craft, Inc. is located in a HUB Zone (see attached approval letter). This certification expands our market and potential pool of customers.

**TCPN Preferred Partnership** – Unlike other manufacturers or representatives that may bid on this contract, Krauss Craft, Inc. has made the decision to encourage our distributor network to lead with the TCPN contract as our favored national cooperative. The TCPN logo is featured on our catalog and virtually every flyer and mailing we produce. TCPN also has a prominent placement on our website. We are beginning to see the results of this emphasis through tremendous distributor awareness and an increased interest in TCPN. 40-50% of the first page Google search results “TCPN Playgrounds” are either our website or the websites of our distributors (see attached). TCPN has been our national contract of choice and it will continue to be so.

**GROWTH** – Krauss Craft, Inc. expects sales growth by the end of 2012 of over 50% as compared to 2009. This growth has enabled us to add more distributors, increase market share, expand our manufacturing capacity, increase the breadth of our product line, and accelerate the launch of new products. In addition, we are reinvesting the increased products to fuel further growth by increasing our marketing efforts and website development. Our website hits have increased over 50% in the past year alone.

**National Partnerships** – We are currently in discussions with Circus Fit (PROPRIETARY INFORMATION until agreement is announced – see attached) to develop a partnership to combat childhood obesity and encourage physical fitness for school-aged children. Circus Fit is a division of the Ringling Bros. and Barnum and Bailey Circus. We have also entered into a contract with the fundraising division of Otis Spunkmeyer to be their preferred playground provider and they will be our lead choice to our distributor network for fundraising efforts (see attached).



*Manufactured by Krauss Craft, Inc.*

**TAB 3 – ADMINISTRATION**

- 1 We maintain a GSA contract and received the highest grade possible following our GSA Audit. We have a contract with KCDA and the State of Washington as well. All cooperatives require reporting either monthly or quarterly.

GSA Contact: Catie Biver, MPA  
Industrial Operations Analyst  
GSA  
503-278-6538

KCDA Contact: Brian Fawcett  
KCDA Purchasing  
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Washington Contract Contact:  
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Olympia, WA 98504-1017  
360-902-7443

We also have a contract with HGAC but have not marketed that contract to our distributors.

2. Monthly reporting has been switched to our accounting department and all reporting for all contracts will be done monthly. Sales data is collected in such a way as to make contract recognition automatic.
3. We maintain a database for all sales which includes all relevant customer and equipment information.
4. Continued joint marketing campaigns will be the most effective method for improvements on this contract. We have all administrative and training procedures well established. We are now primarily focused on marketing.

**See attached Flyer for Green Initiatives / Recycled Content – also please note our new Recycled product line launching in July**

**See attached HubZone Certification**



### **TAB 3 – COMPANY PROFILE – MARKETING / SALES**

- 1 We have a current TCPN contract and have educated our dealers fully on the advantages of TCPN. We just completed a sale this week with the Danville Public School District in Danville, VA and hope to close sales within the next 2 weeks for a project in the City of Ft. Lauderdale, FL and another project in the City of Paris, AR. These 3 projects are being coordinated through 3 different distributor groups. We feel that we have done a good job this year of communicating the TCPN option to our dealers. The Danville project will have a press release sent to coincide with the completed installation.

We have also completed a direct mail campaign through KidZone, a Playcraft distributor in the Southeast, to all public agencies in Alabama following that state's announcement that they had approved purchases through TCPN.

The TCPN logo is included on virtually all our sales and marketing flyers and publications (see attached examples). We have a "how to buy" section on our website with TCPN featured prominently. Each TCPN sale is announced to all our dealers through our website with the advantages of TCPN reiterated each time. We have sent marketing materials produced by TCPN to all our distributors and we feature TCPN prominently at all our trade shows.

If we are awarded this additional contract, we will create a press release announcing the award as well as feature the information on our web site. In addition, we will be modifying our distributor agreement to require our dealers to feature the TCPN logo on their website which will link back to our website to provide further information. Finally, we have plans in place to create a bonus commission structure for TCPN sales as further incentive to our distributors. This bonus commission will be volume-based and only offered for TCPN sales.

2. We feel that the benefits of the contract have been well communicated to our dealers through our last annual dealer meeting held at the end of January. At this point, our focus is on raising awareness to our customers through marketing.
3. With the addition of our marketing manager and the expansion of our graphics / marketing department we are well positioned to increase the visibility of the playground component of the TCPN contract. The contract will be marketed through all channels available to us – distributors, social media, paid media (CADdetails, trade publications), trade shows, website, and our PlayDesigner software. We have dramatically increased our production of marketing materials and the TCPN logo is prominently featured.
4. Contract is currently in place.
5. Training has already been provided. In addition, we would like a TCPN representative to attend our national distributor meeting in January.
6. See included examples for TCPN logo usage as well as our website and catalog
7. We currently have over \$250,000 in TCPN proposals pending. We have a realistic goal of \$500,000 in TCPN sales for 2012. With our new marketing initiatives, the expansion of available products and product lines, and our internal growth, we expect over \$1,000,000 in year 2013 TCPN sales and a comparable increase in 2014.



*Manufactured by Krauss Craft, Inc.*

**TAB 4 – EVALUATION QUESTIONNAIRE**

**Products / Pricing**

4. All TCPN sales will be quoted at **13%** off retail and the customer will be given a quote directly through Krauss Craft, Inc., not the distributor, in order to ensure the contract pricing is provided. In addition, invoicing and payment processing will be handled by Krauss Craft, Inc. for TCPN orders.
5. Credit cards and letters of credit are also accepted.

**Performance Capability**

2. As the manufacturer, we control the production schedule and can insert emergency orders into the production flow immediately, if required.
3. Not clear of what the question refers to, we fill 100% of orders received.
4. 98 – 100%
6. Restocking fee is 30% if production has been started.
10. Invoicing is sent at time of shipment.

**Qualification and Experience**

1. We are known for providing playground equipment of the highest quality. Our reputation is outstanding in regards to our company, products and services and we have distributors of the highest caliber in the industry.
2. Yes, see attached reference list.



### **TAB 5 – PRODUCTS / SERVICES**

Krauss Craft, Inc. is offering our full line of equipment and services to include all playground equipment, surfacing, shade structures, site amenities, and rope structures. See included catalog for complete offering. All pricing to TCPN customers will be at 13% off retail. At 13% off, I am convinced that our pricing will be lower than any competing bid submitted to you, even those that show a much larger discount. See attached Oregon bid results at the end of this bid proposal.

We offer our full line of equipment and also all installation and design services to provide turn-key playground equipment offerings. Our specifications are included which illustrate that we use the highest quality materials in the industry. Project management will be handled through our internal customer service center, which will direct all distributors and subcontractors for purchases made through this contract.

A large portion of our sales are to the K-12 education market. We are fully compliant with all safety regulations and we are currently in discussions regarding curriculum based fitness activities using our equipment in conjunction with Circus Fit. Once those details are finalized, we will be making a major announcement. It is anticipated that this partnership will be a huge step forward for us and demonstrate further our commitment to the K-12 market and to the health and fitness of children.

See attached cost model. Again, I am confident that our pricing model will result in the greatest savings possible to your members. I don't believe any representative firm can combine our pricing and service advantages to your members.

**Krauss Craft, Inc.**  
**TCPN Request for Proposal**  
**Cost Model**

	<u>Sample Cost</u>
Planning Phase	
Customer contacts Krauss Craft / Representative	
On-Site Consultation	0
Discuss Parameters	0
Site Evaluation	0
Age Appropriateness	0
Accessibility Needs	0
Child Capacity	0
Budget Concerns	0
Scope of Project - Installation, Surfacing, Site Work	0
Time Frame Discussions (Usually 4-6 weeks on Custom Structures)	0
Design Software Utilization	0
Design Phase	
Customer/Representative communication with Krauss Craft	
Design is Reviewed	0
3D Renders Produced	0
2D AutoCad Files Produced	0
Quote Provided to Customer	0
Color Selection	0
Site Plan Layout	0
Review by Customer - Changes to Budget if Needed, Design Alternatives	0
Materials for Presentations	0
Financing Options	0
Assume PC 9820-R5 - page 33 of catalog - Retail Price 89,134 less 13%	77,546.58
Customer Issues PO - Review for Completeness, Accuracy, Adherence to District Policy, TCPN Policy	0
Installation - Assume 25% of Discounted Price (Will vary depending on location and site conditions - typically 22-35% of price)	19,386.65
Freight - To Portland, OR for example	750
Surfacing - Assume 1,400 sq ft., 4 ft. fall height, 3 rolls duraliner, Engineered Wood Fiber including Freight and Install	1,500
Schedule Delivery / Installation with Customer	0
Manufacturing and Shipping	0
Installation	
Playground equipment manual included - Maintenance and Safety Information	0
Maintenance Kit Provided (see p. 18 of catalog)	0
Review with Customer - Equipment - Training - Maintenance - Warranty	0
Warranty / Labor Warranty	0
Record-Keeping - Reporting to TCPN	0
	<u>99,183.23</u>

# 2012 PLAYCRAFT SPECIFICATIONS

6/13/2012

**Please Note:** The following playground equipment general specifications were correct at the time of publication. For additional information on any product offered by Krauss Craft, Inc., please contact our factory design department at 1-800-333-8519.

**Due to our commitment to safety, innovation and value, Krauss Craft, Inc., the manufacturer of Playcraft systems, reserves the right to change, modify or discontinue products and product specifications at any time.**

## SECTION 1 - GENERAL SPECIFICATIONS (Playground Equipment)

**Metal Hardware** shall be zinc plated, galvanized, or made of stainless steel as required to resist rust and corrosion. Tamper resistant hardware shall be used for all principal connections.

**Stainless Steel Hardware** shall be stainless steel as required to resist rust & corrosion. Tamper resistant hardware shall be used for all principal connections.

**Zinc and Stainless Steel Hardware** shall be zinc plated, or made of stainless steel as required to resist rust & corrosion. Tamper resistant hardware shall be used for all principal connections.

**Galv. and Stainless Steel Hardware** shall be galvanized, or made of stainless steel as required to resist rust and corrosion. Tamper resistant hardware shall be used for all principal connections.

**Hardware Caps** shall be a UV-Stabilized, polypropylene based plastic consisting of two parts, a base and crown. Specified hardware is attached through the base to post support and then finished with a crown to form a smooth tamper-resistant attachment point.

**Post Caps** shall be precision die-cast from a high strength aluminum alloy and powder coated as specified. Post caps shall be of an **Exclusive** self-sealing design with an overlapping lip and are factory installed and secured in place with a self-sealing rivet. Available for Round-5 and Round-3.5 systems. **IMPORTANT:** Self Sealing Post Caps are a Playcraft Exclusive Design.

**Chain** used for Swings, Chain Nets, Chain Walks and Suspension Bridges shall be 4/0 and/or 5/0 galvanized steel. Chains shall be thermoplastic coated as required.

**HDPE Parts** shall be made from 1/2", 3/4" or 1" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Parts shall meet or exceed density of .0933 G/cc per ASTM D 1505-98, tensile strength of 2400 psi per ASTM D 638-02. Panels are cut to size and designs and/or elements are routed in. Parts are available in a variety of solid or dual-color designs. All HDPE Sheet Plastic Parts shall comply to ASTM standards: D-790 (Flex Modulus Test), D-648 (Heat Distortion Temperature Test).

**Metal Parts** shall be zinc or cadmium plated, galvanized, Play-Tuff™ coated, painted and/or powder coated as required to resist rust and corrosion.

**Tube Steel** used in most applications shall be heavy-gauge and pre-galvanized. Tube shall be formed and/or fabricated into required components and finished as specified. All Steel Tube parts shall comply with ASTM standards: A-500/A-513 (Steel Tubing).

**Powder Coating** shall be electrostatically applied to metal components. Surfaces shall be free of excess weld and spatter. Components shall be shot blasted and then further cleaned in a multi-step process that includes a hot phosphatizing bath and rinse and finished with a non-chrome seal for added corrosion resistance. Additionally, components shall be preheated to fully dry prior to coating for superior powder adhesion. Finally, powder shall be applied to all pre-treated components in an **Exclusive** two coat process to achieve an average thickness of 11 mils. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test).

**PlayTuff™ (PVC Coating)** shall be applied to metal components for a 100 mil. minimum average thickness. Prior to coating, components shall be washed, phosphatized and primed. After preheating to a minimum of 350 degrees, components shall be dipped in a UV stabilized Polyvinyl Chloride liquid & shall be salt cured at 400 degrees. All Play-Tuff™ Coated Parts shall comply to ASTM standards: D-624 (Tear Strength Test), D-412 (Tensile Strength Test). PlayTuff™ Coatings are available in Brown, Blue, Green, Tan & Red.

**RotoMold** shall be made from hot compounded linear low density polyethylene resins. Hot compounded polyethylene resins offer superior durability and fade resistance from UV inhibitors and colorants molded-in. All linear low density polyethylene plastic shall have a minimum 2500 PSI tensile strength per ASTM D 638-02. Parts shall have an average wall thickness of .250". Parts are available in a variety of solid colors. All Roto Molded Parts shall comply with ASTM standards: D-790 (Flex Modulus Test), D-648 (Heat Distortion Temperature Test), ARM-STD (Low Temperature Impact Test).

**Steel Decks Steps** (platforms, bridges, ramps, steps, etc.) shall be constructed using a combination of 12 gauge sheet steel which shall be formed and fabricated into required designs with deck sides and additional parts of deck being fabricated out of 10 or 12 gauge sheet steel. All steel deck standing surfaces and stepping surfaces shall have a slip-resistant Play-Tuff™ coating minimum of 100 mil average thickness, with a uniform 5/16" diameter hole pattern. Deck faces shall have up to 6 attachment slots (**a Playcraft Systems Exclusive**) to accommodate face mounting components. All sheet steel shall conform to ASTM A 1011-02. **IMPORTANT:** Inferior expanded steel shall not be used on any decks or stepping surfaces.

**Steel Walls** shall be fabricated using 1.029" O.D. 14 gauge tube steel welded vertically on 4" centers between vertical 1.315" O.D. 12 gauge tube steel balusters and horizontal 1.315" O.D. 12 gauge tube steel rails, top & bottom. Brackets may be welded to the ends of each rail and between the verticals to provide attachment points. Walls shall be finished with a multi-stage baked-on powder coat finish.

**Vertical Deck Fillers** shall be designed to eliminate the crawl space between decks at different elevations. All deck in-fills shall be made from 12 gauge sheet steel and powder coated after fabrication.

## Posts, Attachment Fittings and Footing Requirements

### ROUND-5 PLAY SYSTEM - General Specifications

#### SPECIFICATIONS:

Aluminum Post Mechanical Properties:	
Yield Strength (min):	35,000 PSI
Tensile Strength (min):	38,000 PSI
% Elongation in 2 Inches:	10
Modulus of Elasticity:	10 x 10 <sup>6</sup> PSI

**Round-5 Aluminum Posts** shall be constructed of 5" O.D. round 6005-T5 aluminum tube with a .120" wall thickness. Each post shall be shot blasted and then further cleaned in a multi-step process that includes a hot phosphatizing bath and rinse and finished with a non-chrome seal for added corrosion resistance. Additionally, posts shall be pre-heated to fully dry prior to coating for superior powder adhesion. Finally powder shall be applied to all pre-treated posts in an exclusive two coat process to achieve an average thickness of 11 mils. All post bases shall include a footing pin for securing posts in cement. Some posts may include a die-cast aluminum base cap. All posts shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test).

Steel Post Mechanical Properties:	
Yield Strength (min):	45,000 PSI
Tensile Strength (min):	48,000 PSI
% Elongation in 2 Inches:	25
Modulus of Elasticity:	30 x 10 <sup>6</sup> PSI

**Round-5 Steel Posts** shall be constructed of 5" O.D. round steel tube with a .120" wall thickness and a galvanized Flo-Coat finish inside and out. Each post shall be shot blasted and then further cleaned in a multi-step process that includes a hot phosphatizing bath and rinse and finished with a non-chrome seal for added corrosion resistance. Additionally, posts shall be pre-heated to fully dry prior to coating for superior powder adhesion. Finally powder shall be applied to all pre-treated posts in an exclusive two coat process to achieve an average thickness of 11 mils. All post bases shall include a footing pin for securing posts in cement. Some posts may include a die-cast aluminum base cap. All posts shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test).

**Round-5 Attachment Fittings (Sockets and Collars)** shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment. Unlike traditional designs using one-piece collar/sockets, our system utilizes separate sockets which can be positioned, as required, around a single collar to form multiple component attachment points for a cleaner, more balanced design. Sockets and Collars shall be powder coated as specified.

**Round-5 Play System Footing Requirements** shall vary depending on deck heights, components and events attached to the structure. Most equipment is available for surface or in-ground mounting.

**Posts, Attachment Fittings and Footing Requirements**

**ROUND-3.5 PLAY SYSTEM - General Specifications**

**SPECIFICATIONS:**

<b>Aluminum Post Mechanical Properties:</b>	
<b>Yield Strength (min):</b>	35,000 PSI
<b>Tensile Strength (min):</b>	38,000 PSI
<b>% Elongation in 2 Inches:</b>	10
<b>Modulus of Elasticity:</b>	10 x 10 <sup>6</sup> PSI

**Round-3.5 Aluminum Posts** shall be constructed of 3-1/2" O.D. round 6005-T5 aluminum tube with a .120 wall thickness. Each post shall be shot blasted and then further cleaned in a multi-step process that includes a hot phosphatizing bath and rinse and finished with a non-chrome seal for added corrosion resistance. Additionally, posts shall be pre-heated to fully dry prior to coating for superior powder adhesion. Finally powder shall be applied to all pre-treated posts in an exclusive two coat process to achieve an average thickness of 11 mils. All post bases shall include a footing pin for securing posts in cement. Some posts may include a multi-stage powder coated die-cast aluminum base cap. All posts shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test).

<b>Steel Post Mechanical Properties:</b>	
<b>Yield Strength (min):</b>	45,000 PSI
<b>Tensile Strength (min):</b>	48,000 PSI
<b>% Elongation in 2 Inches:</b>	25
<b>Modulus of Elasticity:</b>	30 x 10 <sup>6</sup> PSI

**Round-3.5 Steel Posts** shall be constructed of 3-1/2" O.D. round steel tube with a .120" wall thickness and a galvanized Flo-Coat finish inside and out. Each post shall be shot blasted and then further cleaned in a multi-step process that includes a hot phosphatizing bath and rinse and finished with a non-chrome seal for added corrosion resistance. Additionally, posts shall be pre-heated to fully dry prior to coating for superior powder adhesion. Finally powder shall be applied to all pre-treated posts in an exclusive two coat process to achieve an average thickness of 11 mils. All post bases shall include a footing pin for securing posts in cement. Some posts may include a multi-stage powder coated die-cast aluminum base cap. All posts shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test).

**Round-3.5 Attachment Fittings (Sockets and Collars)** shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment. Unlike traditional designs using one-piece collar/sockets, our system utilizes separate sockets which can be positioned, as required, around a single collar to form multiple component attachment points for a cleaner, more balanced design. Sockets and Collars shall be powder coated as specified.

**Round-3.5 Play System Footing Requirements** shall vary depending on deck heights, components and events attached to the structure. Most equipment is available for surface or in-ground mounting.

## REVOLUTION SYSTEM - General Specifications

### SPECIFICATIONS:

**The Revolution Direct-Bolt Double-Wall Post System (Patent Pending).** Unlike traditional posts, Revolution Posts feature a double wall design. The post is comprised of four primary components; The Core Post, Mounting Sleeve, Top Cap and Bottom Cap.

**The Revolution Core Post** shall be made from 3-1/2" O.D. 11 gauge galvanized steel tubing.

Steel Post Mechanical Properties:	
Yield Strength (min):	45,000 PSI
Tensile Strength (min):	48,000 PSI
% Elongation in 2 Inches:	25
Modulus of Elasticity:	30 x 10 <sup>6</sup> PSI

**The Revolution Mounting Sleeve** shall be precision die-cast from a high-strength aluminum alloy and shall have a brushed aluminum finish. All sleeves are factory drilled, threaded, and sealed with precision molded nylon caps.

**The Revolution Top Cap** shall be precision die-cast from a high-strength aluminum alloy with a multi-stage baked-on powder coat finish.

**The Revolution Bottom Cap** shall be precision die-cast from a high-strength aluminum alloy with a multi-stage baked-on powder coat finish.

**Stainless Steel Hardware** shall be stainless steel as required to resist rust & corrosion. Tamper resistant hardware shall be used for all principal connections.

**Metal Parts** shall be zinc or cadmium plated, galvanized, Play-Tuff™ coated, painted and/or powder coated as required to resist rust and corrosion.

**Tube Steel** used in most applications shall be heavy-gauge and pre-galvanized. Tube shall be formed and/or fabricated into required components and finished as specified. All Steel Tube parts shall comply with ASTM standards: A-500/A-513 (Steel Tubing).

**Revolution Play System Footing Requirements** shall vary depending on deck heights, components and events attached to the structure. Most equipment is available for surface or in-ground mounting.



*Manufactured by Krauss Craft, Inc.*

Krauss Craft, Inc., the manufacturer of Playcraft Systems, warrants its products to be free from defects in materials or workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Krauss Craft, Inc. further warrants as follows:

**LIFETIME LIMITED WARRANTY**

on all stainless steel hardware, steel posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

**TWENTY- FIVE (25) YEAR LIMITED WARRANTY**

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

**FIFTEEN (15) YEAR LIMITED WARRANTY**

on all steel rails, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

**FIFTEEN (15) YEAR LIMITED WARRANTY**

on all Play-Cord™ cables against breakage.

**TEN (10) YEAR LIMITED WARRANTY**

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

**FIVE (5) YEAR LIMITED WARRANTY**

on all Play-Cord™ cables against failure due to defects in materials or workmanship.

**THREE (3) YEAR LIMITED WARRANTY**

on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

**ONE (1) YEAR LIMITED WARRANTY**

on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Krauss Craft, Inc. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Krauss Craft, Inc. warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials or workmanship.

The warranty stated above is valid only if: (1) the products and structures are assembled and installed in conformity with the layout plan and installation instructions furnished by Krauss Craft, Inc.; (2) the products have been maintained and inspected in accordance with Krauss Craft's maintenance information and other normal and prudent practices; (3) the products have been subjected to normal use for the purpose for which the products were designed and intended; (4) the products have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) the products have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) the products have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog); (3) damage caused by "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. If any products covered by this warranty fail within the time period applicable to a defective product, Krauss Craft, Inc. shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Krauss Craft shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Krauss Craft, Inc. shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Krauss Craft, Inc. shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. KRAUSS CRAFT, INC. IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. KRAUSS CRAFT, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Krauss Craft, Inc., 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our on-going commitment to product development and Improvement, Krauss Craft, Inc. reserves the right to change, modify or discontinue certain products without notice. (Rev. L)

Krauss Craft, Inc.  
TAB 6 - References

Entity Name	Contact Name and Title	City/State	Phone Number	Yrs Serviced	Description of Serviced	Annual Volume
Rutherford County Board of Education	Lynn Pater	Murfreesboro, TN	615-904-3762	13	Design, Equipment, Parts, Shade Structures - TCPN Member	1,000,000
Los Angeles County	John Tietjen	Los Angeles, CA	661-810-8378	1	TCPN Member - Equipment, Shades, Install, Surfacing	Est 500K
Fort Bragg	Cynthia Walters	Fort Bragg, NC	910-643-7220	3	Design, Equipment, Parts, Installation, Surfacing	280,000
Charmichael Recreation & Park Dist	Mr Keith Madison, Park Services Manager	Carmichael, CA	(919) 485-5322	3 years	Design, Equipment, Parts, Shade Structures	50,000
Del Norte School Dist	Mr Curt Zlokovich, Facilities Director	Crescent City, CA	(707) 464-0253	10 years	Design, Equipment, Parts, Surfacing	90,000
Britten Elementary	Scott Mckee	Ft. Stewart, GA	912-767-7846	3	Design, Equipment, Parts, Installation, Surfacing	178,570
Mission Oaks Recreation & Parks Dist	Mr Ken Matsumoto, Supervisor of Planning and Facilities	Carmichael, CA	(916) 488-7276	3 years	Design, Equipment, Parts	30,000
Lander County	Jake Edgar	Battle Mountain, NV	775-635-2190	1	Design, Equipment, Parts, Installation, Surfacing	500,000
USACE Sacramento Dist	Mr Tilden Brooks, Contract Specialist	Sacramento, CA	(916) 557-7920	4 years	Design, Equipment, Parts	20,000
Fort Lewis, WA	Denis Senftner	Ft. Lewis, WA	253-973-6157	3	Design, Equipment, Parts, Installation, Surfacing	250,000
Fairfield- Suisun Unified School Dist	Mr Jim Walker, Safety Technician / Maintenance Dept.	Fairfield, CA	(707) 421-4277	10 years	Design, Equipment, Parts	20,000
County of San Benito, Public Works	Mr Adam Goldstone, Capital Project Manager	Hollister, CA	(707) 636-4170	2 years	Design, Equipment, Parts	50,000
City of Sunnyvale	Ms Dreaema Howard, Senior Buyer	Sunnyvale, CA	(408) 730-7396	2 years	Design, Equipment, Parts, Installation, Surfacing	30,000
City of Stockton, Public Works	Mr Mike Cajio, Maintenance Department	Stockton, CA	(209) 937-8453	10 years	Design, Equipment, Installation, Parts	10,000
Head Start CDC Inc	Ms Doreen Elias, Facilities Director	Stockton, CA	(209) 235-3138	3 years	Design, Equipment, Parts, Installation, Surfacing	50,000
Franklin McKinley School Dist	Mr Victor Sandoval, Administrator of Maint. & Facilities	San Jose, CA	(408) 283-6160	3 years	Design, Equipment, Parts	120,000
Medford School Dist	Mr Jeff Morejohn, Grounds Supervisor	Medford, OR	(541) 864-9671	12 years	Design, Equipment, Part, Installation	35,000
Brentwood Union School Dist	Mr Larry Sudweeks, Maint. and Operations Coordinator	Brentwood, CA	(925) 513-6322	11 years	Design, Equipment. Parts	20,000
Jackson County	Mr Jon McCalip, Urban Renewal Director	Medford, OR	(541) 210-0189	1 year	Design, Equipment, Parts, Installation, Surfacing	150,000

**WEST VALLEY SCHOOL DISTRICT #1  
2290 Farm to Market Road  
Kalispell, MT 59901**

**MEMO TO:** Interested Parties

**FROM:** Dan Anderson

**SUBJECT:** Summit Recreation

During the 07-08 school year, West Valley School District #1 in Kalispell, MT realized that its wooden playground was falling apart and rotting. The structures that were put-up in 1999 were becoming unsafe and routinely had to be torn down. The district's superintendent tasked me with researching the development of a new playground and acquiring cost data.

The head of maintenance, Phil Jackson, and I began to call playground companies and acquire playground catalogs. Summit Recreation was the only company that offered to come to our school and help develop a plan for the creation of a new playground. Within a week of contacting Summit Recreation, Scott Carlson (Owner) drove from Colorado to inspect our old playground, measure dimensions, and offer a plan for the development of a new structure. Other companies were reluctant to make a trip without a commitment from our district.

Immediately Scott and his team went to work designing and redesigning a suitable structure for our school. Once we agreed on a structure, Summit Recreation was highly flexible on a date for construction and arrived on time and was ready to go to work. After ordering the structure, Summit Recreation made weekly contact with our district to keep us updated on the progress of shipping and the arrival of their team.

The West Valley district decided to have our community help install the structure and have the Summit Recreation guide us with a site supervisor. The district's community-install team failed to show. With only four people from our district ready to work, the Summit Recreation team (who were only to supervise) dug in with three of their members and helped construct the playground at no extra expense to the district. Scott also made attempts to contact other people within the area to help with the construction.

The playground is a huge success thanks to Summit Recreation! I have witnessed as many as 67 students playing on the playground at one time. I highly recommend Summit Recreation and their team to any school or organization that may be looking for a new playground system.

**DAN ANDERSON  
Assistant Principal/AD**

# *Murray Head Start*

208 S. 13th Street  
Murray, Kentucky 42071  
Phone: 270-753-6031



February 16, 2010

To Whom It May Concern;

We would like to recommend that Krauss Craft, Inc. be added to the preferred providers list for Head Start.

We have purchased Playcraft Systems equipment, manufactured by Krauss Craft, Inc., and have been impressed with the variety of equipment available and with the high quality of the product. The customer service provided through the representative has been very responsive. The warranty provided is comprehensive and the commitment to quality shows.

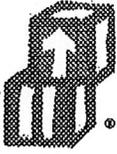
We would highly recommend playground equipment manufactured by Krauss Craft, Inc. to anyone interested in high quality playground equipment at a great value.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Steiner".

Debbie Steiner, Education Coordinator

**Equal Opportunity Employer**



# L.B.J. & C. Head Start

A Limited Purpose Agency Serving  
Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton,  
Pickett, Putnam, Smith, Warren, and White Counties

1150 Chocolate Drive • Cookeville, Tennessee 38501 • Telephone: (931) 528-3361 • FAX: (931) 528-2409 • [www.lbic.org](http://www.lbic.org)

February 16, 2010

We would like to submit this letter of support recommending that Krauss Craft, Inc., manufacturers of Playcraft Systems, be added to the preferred providers list for Head Start.

We have purchased playground equipment through Krauss Craft, Inc.'s local dealer and have been very pleased with the quality of the product. The customer service, both at the corporate level and through our local dealer, has been great. The company truly stands behind their product and the warranty is excellent.

We would highly recommend playground equipment manufactured by Krauss Craft, Inc. to other Head Start centers.

Sincerely,  
Pamela McPherson  
Division Manager  
L.B.J. & C. Head Start  
1150 Chocolate Drive  
Cookeville, TN 38501

AN EQUAL OPPORTUNITY AGENCY

---

Funded by the U.S. Department of Health and Human Services, Administration for Children and Families  
L.B.J. & C. Development Corporation is an Equal Opportunity Agency. The agency does not discriminate on any non-merit reasons such as race, color, religion, sex, national origin, age, marital status, political affiliation, sexual preference, or qualified individuals with mental and physical handicaps. The 504/ADA/Title VI Contact Person: Barbara Pendergrass (931) 528-3361



# Cen-Tex Family Services, Inc.

**Board of Directors**

Zellena P. Jay  
Chair

Veronica Juarez  
Vice-Chair

Gary Rassner-Donovan  
Treasurer

Helen Parish  
Secretary

Joanne Carpenter

Ceolla Smith

Diana Torres Dorward

Catherine Mays

Executive Director  
Mary Garcia-Todd

February 16, 2010

**To Whom It May Concern:**

**Cen-Tex Family Services, Inc. (Cen-Tex) would like to submit this letter of support recommending that Krauss Craft, Inc., manufacturers of Playcraft Systems, be added to the preferred providers list for Head Start.**

**Cen-Tex has purchased playground equipment through Krauss Craft, Inc.'s local dealer for many years and have been very pleased with the quality of the product. Customer service, both at the corporate level and through our local dealer, has been excellent. Through our personal experience we know that the company stands behind their product and the warranty is first-rate.**

**Cen-Tex highly recommends playground equipment manufactured by Krauss Craft, Inc. to other Head Start Programs. Please feel free to call me should you need more information.**

**Cordially,**

**Mary Garcia-Todd  
Executive Director**

**Metro: 303-7737  
1 (800) 433-7570  
Fax: (512) 303-6604**

**Mailing Address:  
2402 N. Main  
Bastrop, TX 78602**

**www.ctfhs.org**

**Educating and Supporting Children and Families through Program Excellence**

playground[1]

January 5, 2010

Jeff Hunter  
Sunstate Recreation Co.  
13128 W. Monte Vista Dr.  
Goodyear, AZ 85395

Jeff,

I would like to provide my recommendation to you for anyone desiring excellent customer service and high quality playground equipment.

From the time I contacted you in late June of 2009 until the final ribbon cutting ceremony in the middle of August your professionalism and desire to please your customer was exceptional. I would not hesitate to do business with you again in the future.

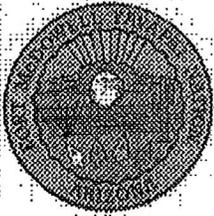
The design you came up with is child friendly and appropriate for the age group we discussed. It is very rewarding to see 10-15 kids playing on the equipment during recess. The old equipment would seldom have more than 2 or 3. I am also very impressed with the high quality of the equipment.

Even more impressive was your willingness to physically help us while we did the installation ourselves. As a church group, we took the opportunity to build relationships throughout the process. As rookie installers, the help was much appreciated. In the end, I was surprised at how well the assembly and installation progressed. Now, we have not only a very nice playground but the satisfaction of knowing that we did it.

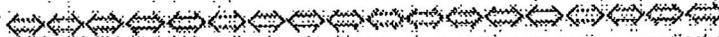
Thanks Jeff. Please feel free to use me as a reference anytime.

God Bless You,

Dan Wilke  
Preschool Parent  
Love of Christ Lutheran Church  
Mesa, Arizona



**Fort McDowell Yavapai Nation**  
**Parks & Recreation Department**



16102 N. Fort McDowell Rd., Fort McDowell, AZ 85263 Phone (480) 789-7900 Fax (480) 837-4309



To Whom It May Concern:

It gives me great satisfaction to recommend Jeff Hunter from SunState Recreation. I had the opportunity to work with Jeff on installing the perfect playground system for our local park.

Jeff's customer service was impeccable. He worked within the time frame that we had set. Anytime I had a question or needed information from him he would get back to me right away. He was regularly on the job site checking up on his installers. He would meet with me face to face not just through fax and phone calls.

I have been very impressed with the quality of the materials that his company used. It has been six months since the equipment was installed and it looks as good as it did the first day. The graffiti cleaner that he gave me takes everything right off and does not damage the equipment at all.

It was a real honor to work with Jeff during development. When the time comes to install another playground or sun shade, Jeff will be the first person I contact. I enthusiastically recommend him to you.

Sincerely,

Jesse Wright  
Recreation Manager



*Manufactured by Krauss Craft, Inc.*

**TAB 8 – VALUE ADDED SERVICES**

Highest Quality Equipment Available

Broad Product Line

Full Service and Turnkey Packages

Manufacturer Direct

Expanded Marketing Capability / Commitment

Free Design Services

Outstanding Customer Service

State of the Art Design Software launching enabling web-based design and ordering

New Advanced Rendering Capability to coincide with PlayDesigner Launch (see attached example)

Highest rate of new product development

National Partnerships aimed at K-12 market

Marketing Initiative aimed at Landscape Architects

Continued commitment to the TCPN contract as our number one purchasing cooperative choice

Item	Burke - 11%			Big Toys - 8%			GamoTime - 14%			LSI - 6%			Little Tikas - 20%			Playworld - 15%			Miracle - 20%			Krauss Craft, Inc.		
	Retail	Disc. %	Oregon Price	Retail	Disc. %	Oregon Price	Retail	Disc. %	Oregon Price	Retail	Disc. %	Oregon Price	Retail	Disc. %	Oregon Price	Retail	Disc. %	Oregon Price	Retail	Disc. %	Oregon Price	Retail	Disc. %	Oregon Price
Item 1 S-Shaped or Wave Poly Tube Slide	3,419.00	11%	3,042.91	2,362.50	8%	2,173.50	1,473.00	14%	1,268.78	2,795.00	6%	2,627.30	3,493.00	20%	2,794.40	3,578.00	15%	3,041.30	1,897.00	20%	1,517.60	1,707.76	13%	1,485.75
Item 2 Poly Double Slide	2,076.00	11%	1,847.64	774.08	8%	712.15	1,887.00	14%	1,622.82	1,555.00	6%	1,461.70	2,949.00	20%	1,639.20	1,095.00	15%	930.75	1,410.00	20%	1,128.00	885.82	13%	770.66
Item 3 Parallel Bars	220.00	11%	195.80	487.34	8%	448.35	387.00	14%	315.62	510.00	6%	479.40	524.00	20%	419.20	529.00	15%	449.65	282.00	20%	225.60	379.00	13%	329.73
Item 4 Poly Square Roof	496.00	11%	441.44	354.42	8%	326.07	892.00	14%	767.12	845.00	6%	794.30	541.00	20%	432.80	821.00	15%	697.65	587.00	20%	469.60	610.00	13%	530.70
Item 5 1/2" Steel Post - 5" Diameter	296.00	11%	266.11	225.94	8%	207.86	326.00	14%	280.36	230.00	6%	216.20	156.00	20%	124.80	235.00	15%	199.75	282.00	20%	233.60	204.00	13%	177.48
Item 6 Square Shaped 3/8" High Steel Deck	441.00	11%	392.49	604.00	8%	555.68	800.00	14%	688.00	675.00	6%	634.50	626.00	20%	500.80	938.00	15%	797.30	Not Avail.	20%		364.54	13%	317.15
Item 7 Animal Type Spring Rider	727.00	11%	647.03	970.00	8%	800.40	936.00	14%	804.96	785.00	6%	719.10	823.00	20%	658.40	946.00	15%	806.65	486.00	20%	396.80	598.00	13%	520.26
Item 8 Composite Structure #1	24,076.00	11%	21,430.31	31,108.00	8%	28,619.36	29,638.00	14%	25,486.68	24,525.00	6%	23,053.50	34,944.38	20%	27,955.49	24,815.00	15%	21,092.75	25,050.00	20%	20,040.00	19,046.03	13%	16,570.05
Item 9 Composite Structure #2	6,894.00	11%	6,224.66	14,436.00	8%	13,281.12	7,166.00	14%	6,162.76	7,265.00	6%	6,829.10	8,309.36	20%	6,647.49	5,892.00	15%	4,753.20	5,358.00	20%	4,286.40	5,453.52	13%	4,744.56
	38,751.00		34,488.39	51,222.28		47,124.50	43,485.00		37,897.10	38,165.00		36,815.10	51,465.72		41,172.58	38,552.00		32,769.20	35,372.00		28,297.60	29,248.67		25,446.34
	To Portland Ford DU Loc. WI		1,750.00	To Portland Olympia, WA		913.00	To Portland Ft Payne, AL		3,461.00	To Portland Deano, MN		1,975.00	To Portland Farmington, MO		7,554.34	To Portland Lewisburg, PA		1,519.00	To Portland Monett, MO		2,437.00	To Portland GP		400.00
	2,013.00		0.87	113.00		8.08	2,517.00		1.38	1,715.00		1.15	2,104.00		3.59	2,733.00		0.56	1,981.00		1.23	246.00		1.63

\*\*\*\* Source - Oregon State Website - Price Agreements for Playground Bid

DOC #1

**Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

---

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Krauss Craft, Inc.

Title of Authorized Representative: Chief Operating Officer

Mailing Address: 123 North Valley Drive, Grants Pass, OR 97526

Signature: 

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

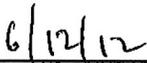
1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



\_\_\_\_\_  
Signature of Respondent



\_\_\_\_\_  
Date

**CONTRACTOR REQUIREMENTS**

**Contractor Certification**

**Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the TCPN Participating entities in which work is being performed.

**Fingerprint & Background Checks**

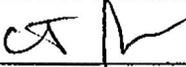
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

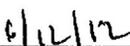
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
\_\_\_\_\_  
Signature of Respondent

  
\_\_\_\_\_  
Date

DOC #4

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Vendor** Krauss Craft, Inc.

\_\_\_\_\_

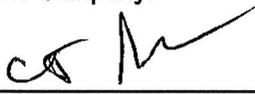
\_\_\_\_\_

**Address** 123 North Valley Drive  
Grants Pass, OR 97526

\_\_\_\_\_

**Phone** 541-955-9199

**Fax** 541-955-6130

**Bidder** 

Signature  
C. J. Schatza

Printed Name  
Chief Operating Officer

Position with Company

**Authorizing Official** 

Signature  
Kurt Krauss

Printed Name  
Chief Executive Officer

Position with Company

**VETERANS PARK**  
**SW VIEW**

**R5**

FOR KIDS  
AGES  
5-12



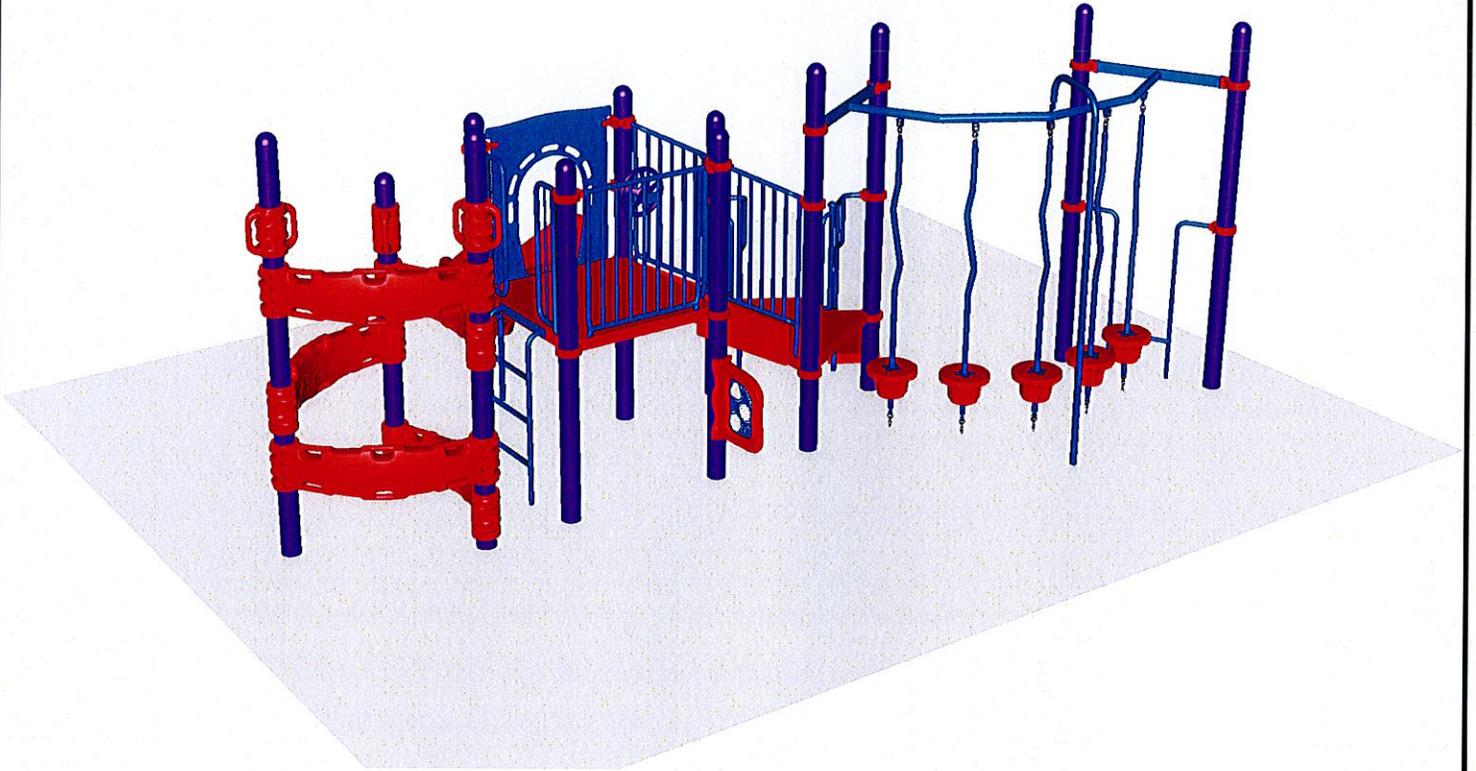
STRUCTURE#: R5033F24A  
PROJECT#: SSR15A6E77A  
DATE: 3/9/2015 | DRAWN BY: AMS

PLAYCRAFT REP:  
**SunState Recreation Co**



**CHARTER OAKS PARK**  
**SW VIEW**

**RH5** FOR KIDS  
AGES  
5-12



STRUCTURE#: RH566ABBA  
PROJECT#: SSR1580935A  
DATE: 3/6/2015 | DRAWN BY: CDH

PLAYCRAFT REP:  
**SunState Recreation Co**



**BROWN FAMILY PARK**  
SW VIEW

**RH5**

FOR KIDS  
AGES  
5-12



STRUCTURE#: RH538154A  
PROJECT#: SSR15D4DB7A  
DATE: 2/26/2015 | DRAWN BY: AMS

PLAYCRAFT REP:  
**SunState Recreation Co**



**BUENA VIDA PARK**  
**NE VIEW**

**R5**

FOR KIDS  
AGES  
5-12



STRUCTURE#: R50DDE75A  
PROJECT#: SSR15D4DB7A  
DATE: 2/26/2015 | DRAWN BY: KJK

PLAYCRAFT REP:  
**SunState Recreation Co**



**EL MIRAGE - DAHLIA PARK**  
SW VIEW

**RH5**

FOR KIDS  
AGES  
5-12



STRUCTURE#: RH5B5786A  
PROJECT#: SSR15D4DB7A  
DATE: 2/26/2015 | DRAWN BY: CDH

PLAYCRAFT REP:  
**SunState Recreation Co**



**DREYFUS PARK**  
NE VIEW

**R5**

FOR KIDS  
AGES  
5-12



STRUCTURE#: R50BE631A  
PROJECT#: SSR15D4DB7A  
DATE: 2/26/2015 | DRAWN BY: AMS

PLAYCRAFT REP:  
SunState Recreation Co



**REQUEST FOR COUNCIL ACTION**

<p><b>DATE SUBMITTED:</b> 04/09/15</p> <p><b>DATE ACTION REQUESTED:</b> 04/21/15</p> <p><input checked="" type="checkbox"/> <b>REGULAR</b>    <input type="checkbox"/> <b>CONSENT</b></p>	<p><b>TYPE OF ACTION:</b></p> <p><input type="checkbox"/> <b>RESOLUTION #</b> _____</p> <p><input type="checkbox"/> <b>ORDINANCE #</b> _____</p> <p><input checked="" type="checkbox"/> <b>OTHER:</b> Contract</p>	<p><b>SUBJECT:</b> Consideration and action to authorize the City Manager to enter into a contract with Felix Construction under City of Peoria JOC contract #ACON18313B in an amount not to exceed \$163,000 for services needed to repair the Dietz Crane well.</p>
---	--	---

<p><b>TO:</b> Mayor and Council</p>
<p><b>FROM:</b> Larry Dobrosky, Deputy City Manager </p>
<p><b>RECOMMENDATION:</b> Approval</p>
<p><b>PROPOSED MOTION:</b> I move to authorize the City Manager to enter into a contract with Felix Construction for the repair of Dietz Crane well as presented.</p>
<p><b>ATTACHMENT:</b> Quote, Supporting Documentation, (City of Peoria JOC #ACON18313B on file at Clerk's office)</p>

**DISCUSSION:** During the City's annual well maintenance program review, Dietz Crane well was determined to need a full restoration; thus far the City has paid \$8,600 to Felix Construction for inspections. The cost to complete full restoration is \$148,100 plus a contingency of \$14,810 for a total of \$162,910 and the work would be performed by Felix Construction, utilizing the City of Peoria Job Order Contract #ACON18313B. Staff is requesting a not-to-exceed amount of \$163,000 to restore the Dietz Crane well to full operation.

**FISCAL IMPACT:** \$163,000

**DEPARTMENT LINE ITEM ACCOUNT:** 53-403-255; 53-403-110

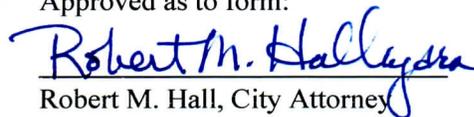
**BALANCE IN LINE ITEM IF APPROVED:** -0- (li 255); \$210,750 (li 110)

Finance Director:

  
Robert Nilles

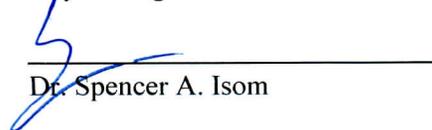
4/15/15  
Date

Approved as to form:

  
Robert M. Hall, City Attorney

4/17/15  
Date

City Manager:

  
Dr. Spencer A. Isom

4/17/15  
Date



# City of El Mirage Job Order Cost Proposal



CONTRACTOR NAME: Felix Construction Company

Contract Type: TBD City Project No.: TBD  
 Job Order No.: TBD Contractor's Job No.: TBD  
 City Project Mgr.: Shane Swartwout Prepared by: Kory Burden  
 Fee Type: Fixed Price Date: 4/9/2015  
 Location: Dietz Crane WSF Revision: Rev 04  
 Job Title: Well Pump Repairs

**Description of Work to be Performed** (supporting information attached): See attached Bid Scope and Bid Assumptions for additional information and clarifications.

**SECTION A: LABOR (inclusive of burden)**

Position	Unit	Quantity
Project Manager	Hours	8.00
Project Engineer	Hours	0.00
Admin	Hours	0.00
Project Superintendent	Hours	8.00
Foreman	Hours	0.00
Craftsman	Hours	0.00
Apprentice / Laborer	Hours	0.00
Elect Professional Engineer	Hours	0.00
Elect Project Manager	Hours	0.00
Elect Technician - Lead	Hours	0.00
Elect Technician - Journeyman	Hours	0.00
Elect Technician - Apprentice	Hours	0.00
Elect General Laborer	Hours	0.00
Elect Admin	Hours	0.00

Labor Cost		Position
Each	Total	Total
\$ 72.00	\$ 576.00	\$ 576.00
\$ 55.00	\$ -	\$ -
\$ 35.00	\$ -	\$ -
\$ 68.25	\$ 546.00	\$ 546.00
\$ 48.75	\$ -	\$ -
\$ 34.50	\$ -	\$ -
\$ 28.50	\$ -	\$ -
\$ 85.00	\$ -	\$ -
\$ 65.00	\$ -	\$ -
\$ 55.00	\$ -	\$ -
\$ 43.00	\$ -	\$ -
\$ 36.00	\$ -	\$ -
\$ 28.50	\$ -	\$ -
\$ 35.00	\$ -	\$ -
<b>Subtotal Labor Cost (A)</b>		<b>\$ 1,122.00</b>

**SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)**

Item	Unit	Quantity
Backhoe	Hours	0.00
Excavator	Hours	0.00
Loader	Hours	0.00
Boom Truck	Hours	0.00
Water Truck	Hours	0.00
Water Wagon	Hours	0.00
Air Compressor	Hours	0.00
Compactor - Hand	Hours	0.00
Dump Truck	Hours	0.00
Roller	Hours	0.00
ext Reach Forklift	Hours	0.00
Crane	Hours	0.00
Pickup Truck - Light Duty	Hours	8.00
Pickup Truck - 1 Ton	Hours	8.00
Small Tools & Supplies (Consumables)	Hours	0.00

Equipment		Item
Each	Total	Total
\$ 51.36	\$ -	\$ -
\$ 142.94	\$ -	\$ -
\$ 65.60	\$ -	\$ -
\$ 54.44	\$ -	\$ -
\$ 61.93	\$ -	\$ -
\$ 14.98	\$ -	\$ -
\$ 16.48	\$ -	\$ -
\$ 9.00	\$ -	\$ -
\$ 63.36	\$ -	\$ -
\$ 37.75	\$ -	\$ -
\$ 52.82	\$ -	\$ -
\$ 129.94	\$ -	\$ -
\$ 16.81	\$ 134.48	\$ 134.48
\$ 25.43	\$ 203.44	\$ 203.44
\$ 6.50	\$ -	\$ -





Bid Scope

Project: Well Pump Repairs  
Date: 04/09/15  
Revision: Rev 04

**Includes:**

- 1 Repairs as itemized on Southwest Waterworks proposal attached to this proposal
- 2 Re-installation of well pump and motor
- 3 Start-up and check-out
- 4
- 5
- 6
- 7
- 8
- 9
- 10

**Excludes:**

- 1 Programming
- 2 Permits
- 3 Materials Testing
- 4 Repairs of any kind
- 5 Bonds of any kind
- 6

**Potential Contingency Usage:**

- 1 If new issues are discovered during the repairs.
- 2
- 3



**Bid Assumptions**

**Project:** Well Pump Repairs

**Date:** 04/09/15

**Revision:** Rev 04

# **Price Assumes:**

- 1 Normal working hours
- 2 Material and Subcontractor price is good for 60 calendar days from submission date.
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

# **Assumes Owner to Provide:**

- 1 LOTO of all equipment for safety
- 2 24-7 Access to the work area
- 3
- 4
- 5
- 6

Tuesday, March 17, 2015

City of El Mirage  
10355 N. 121st Ave.  
El Mirage, Arizona 85335

Attn: Shane Swartwout, Utilities Supervisor

Re: Dietz Crane - Well Repairs

Subject: Piggyback JOC Terms & Conditions

Mr. Swartwout,

Please find the attached Peoria JOC Agreement that we will abide by along with both Amendments that extend the contract through April of 2016. We will follow these terms and conditions for the recent Well Repair Project proposal.

If you have any questions or wish to discuss this matter further please contact me at (480) 464-0011 or mobile (602) 615-6473.

Sincerely,



Kory Burden  
Felix Construction Company  
Project Manager/Estimator

Xc: 1731.01.002 - FCC Project Files





**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>03/27/2015</u>	<b>TYPE OF ACTION:</b> <u>  </u> RESOLUTION # <u>  </u> <u>  X  </u> ORDINANCE # <u>015-04-04</u> <u>  </u> OTHER:	<b>SUBJECT:</b> Consideration and action to approve Ordinance O15-04-04 authorizing the City Manager to execute quit claim deeds to convey certain parcels of City property within the Cactus Park Estates.
<b>DATE ACTION REQUESTED:</b> <u>04/21/2015</u>		
<u>  X  </u> REGULAR <u>  </u> CONSENT		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Jorge Gastelum, Director of Development & Community Services/City Engineer <i>JG</i>
<b>RECOMMENDATION:</b> Approval of Ordinance O15-04-04 authorizing the City Manager to execute quit claim deeds.
<b>PROPOSED MOTION:</b> I move to approve Ordinance O15-04-04 authorizing the City Manager to execute quit claim deeds as presented.
<b>ATTACHMENTS:</b> Ordinance O15-04-04, Maps, Invoices incurred by Cactus Park Estates HOA for improvements completed in City's property,

**DISCUSSION:** Cactus Park Estates Homeowner Association (HOA) has requested property ownership transfer to maintain the current signage in five areas, identified on the attached maps. The HOA has incurred substantial expenses constructing monument signage in the identified parcels. In addition to the signage, the HOA has also contributed to the cost of improvements in City Parks. The HOA contribution in the amount of \$99,523.28 is well above the estimated value of the land proposed for conveyance (\$31,740 including legal descriptions and appraisals).

**FISCAL IMPACT:** \$9,240.00 (\$6,240 for Legal Descriptions & \$3,000 for appraisals)

**DEPARTMENT LINE ITEM ACCOUNT:** 10-690-920 Council Contingency

**BALANCE IN LINE ITEM IF APPROVED:** \$194,746.26

Finance Director:  
*Robert Nilles*      4/16/15  
 Robert Nilles      Date

Approved as to form:  
*Robert M. Hall*      4/17/15  
 Robert M. Hall, City Attorney      Date

City Manager:  
*Dr. Spencer A. Isom*      4/17/15  
 Dr. Spencer A. Isom      Date

## **ORDINANCE O15-04-04**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO FACILITATE THE CONVEYANCE OF CERTAIN REAL PROPERTY, LOCATED IN THE CACTUS PARK ESTATES SUBDIVISION AND AS MORE PARTICULARLY DESCRIBED HEREIN, TO THE CACTUS PARK ESTATES HOMEOWNERS ASSOCIATION.**

**WHEREAS**, the City owns certain parcels in the Cactus Park Estates subdivision, northeast and southeast of Dysart Road and Parque Del Sol Boulevard, northwest and northeast of Cactus Road and 129<sup>th</sup> Avenue, and northwest of Cactus Road and 127<sup>th</sup> Avenue, which have been used as green space areas; and,

**WHEREAS**, the City has maintained these certain parcels for the last several years; and,

**WHEREAS**, the City finds that it would be in the best interest of the City to convey parts of its parcels to the Cactus Park Estates Homeowners Association; and,

**WHEREAS**, the Cactus Park Estates Homeowners Association has donated property and/or services to the City; and,

**WHEREAS**, the Cactus Park Estates Homeowners Association is willing to accept the parcels from the City; and,

**WHEREAS**, such exchange is made pursuant to A.R.S. § 9-407;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of El Mirage:

1. That it is the intent of the City Council to exchange and convey the above referenced properties described in the attached exhibits and made a part of this Ordinance, to the Cactus Park Estates Homeowners Association, and
2. That the Mayor and the City Manager be and are hereby authorized to execute any and all documents necessary to facilitate the exchange and conveyance of the above referenced properties and to take any and all other actions necessary and proper to carry out the purpose and intent of this Ordinance.

**APPROVED AND ADOPTED** by the El Mirage Mayor and City Council this 21<sup>st</sup> day of April, 2015.

\_\_\_\_\_  
Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Antes, City Clerk

\_\_\_\_\_  
Robert Hall, City Attorney



## MONUMENT PARCELS LOCATION MAP

### CACTUS ROAD & DYSART ROAD

DRAWN BY:	B. CHRISTO	02-06-15	SCALE: NTS
REVIEWED BY:			
NO.	REVISION	DATE	
1			
2			





**MONUMENT PARCEL NO. 1**  
**APN 509-09-630**

**DYSART ROAD**

**PARQUE DEL SOL BLVD**

**MONUMENT PARCEL NO. 2**  
**APN 509-09-198**



**City of**  
**EL MIRAGE**

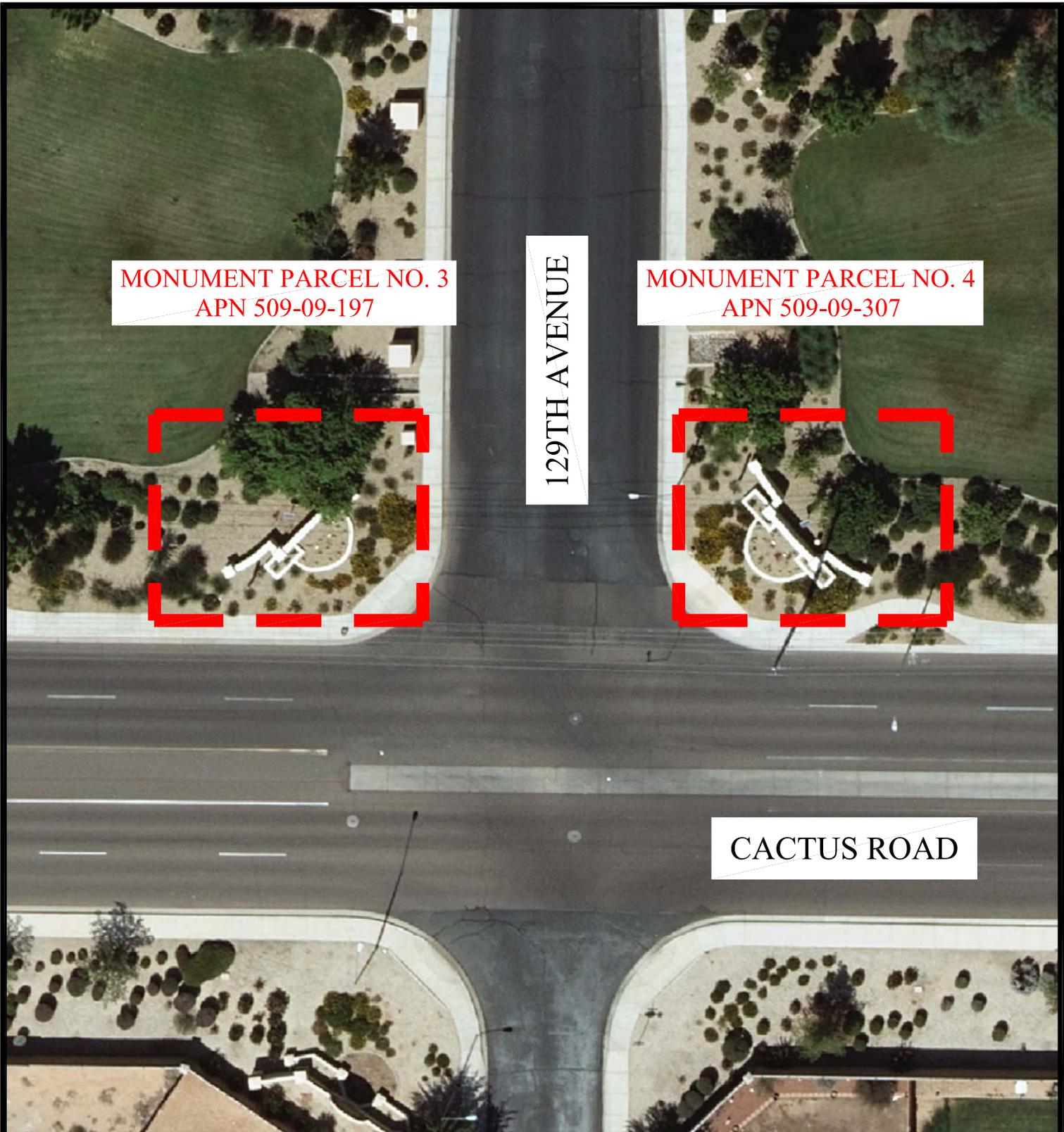
Arizona

*GRAND HERITAGE, BRIGHT FUTURE!*

**MONUMENT PARCELS NO. 1 & 2**

**DYSART ROAD & PARQUE DEL SOL BLVD**

DRAWN BY:	B. CHRISTO	02-06-15	SCALE: NTS
REVIEWED BY:			
NO.	REVISION	DATE	
1			
2			



MONUMENT PARCEL NO. 3  
APN 509-09-197

MONUMENT PARCEL NO. 4  
APN 509-09-307

129TH AVENUE

CACTUS ROAD



City of  
**EL MIRAGE**

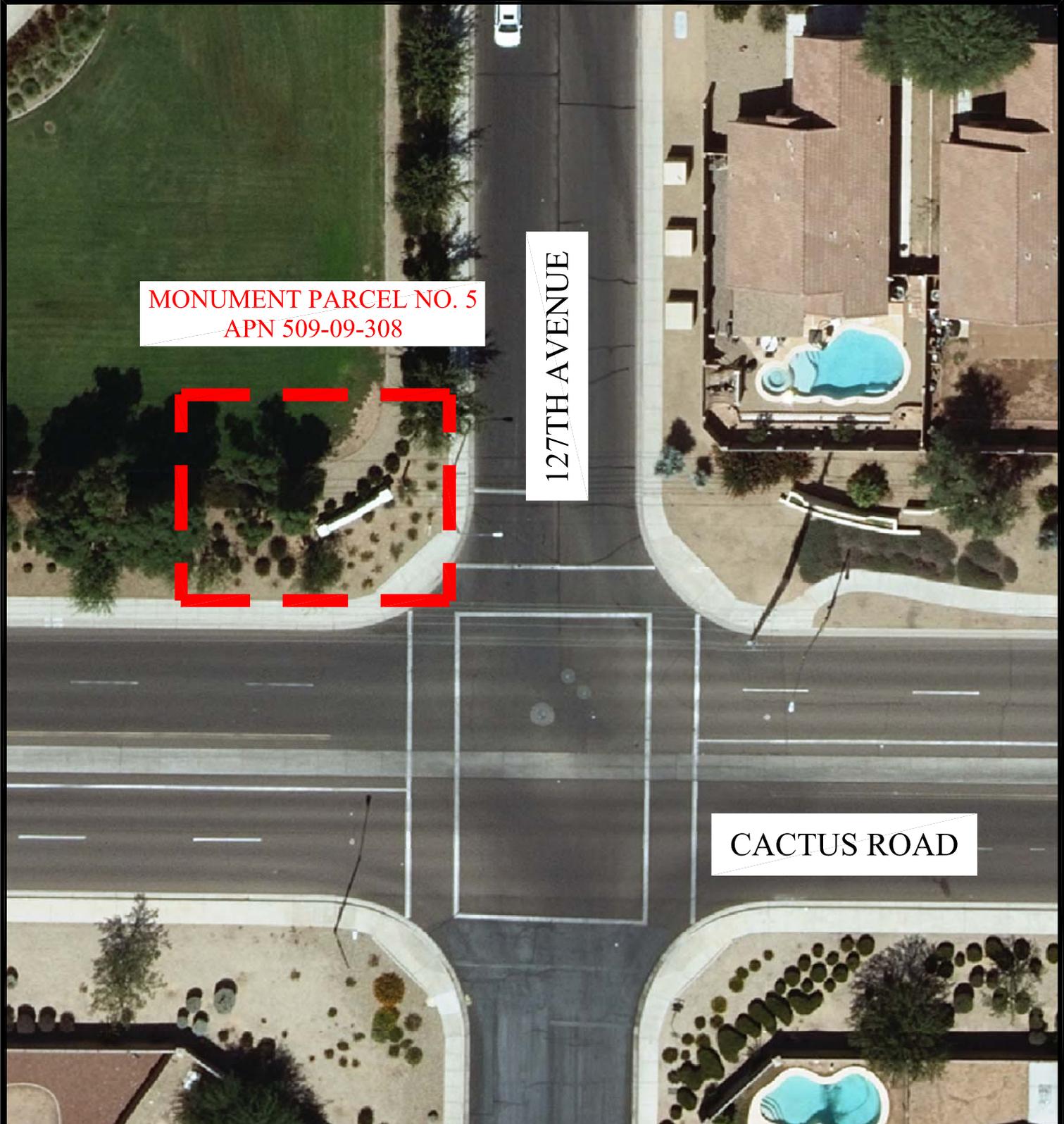
Arizona

GRAND HERITAGE, BRIGHT FUTURE!

MONUMENT PARCELS NO. 3 & 4

CACTUS ROAD & 129TH AVENUE

DRAWN BY:	B. CHRISTO	02-06-15	SCALE: NTS
REVIEWED BY:			
NO.	REVISION	DATE	
1			
2			



**MONUMENT PARCEL NO. 5**  
**APN 509-09-308**

**127TH AVENUE**

**CACTUS ROAD**

**City of**  
**EL MIRAGE**  
 Arizona  
*GRAND HERITAGE, BRIGHT FUTURE!*

**MONUMENT PARCEL NO. 5**  
**CACTUS ROAD & 127TH AVENUE**

DRAWN BY:	B. CHRISTO	02-06-15
REVIEWED BY:		
NO.	REVISION	DATE
1		
2		

SCALE: NTS

VENDOR: 1422

WESTERN SIGNS & LIGHTING

2/12/13

CHECK NO.  
010022

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
561	02-11-13	2/12/13	3,376.65	3,376.65	.00

CACTUS PARK ESTATES HOA      Total:      3,376.65

Licensed Arizona  
Sign Contractor  
ROC # 226994  
Bonded  
Insured

# WESTERN

## Signs & Lighting

2452 W. Birchwood Suite 111  
Mesa, Arizona 85202  
480-831-8600 - Office  
480-831-8611 - Fax

### Estimate & Contract For Sale Of Sign

Customer:  
**PREFERRED COMMUNITIES**  
**127th & Cactus**  
**EI Mirage**  
**Att: KORIN HATCH**

Price: **\$6,753.30**  
(estimated) Permits: ON LAST INVOICE  
(estimated) Sales Tax: ON LAST INVOICE  
Total: \_\_\_\_\_

#### MFG. & INSTALL (1) GROUND SIGN NON ILLUMINATED.

To include CMU, rebar grout mortar, durawal, pumping, control joints  
installation of framing, flashing, inbeds anchor bolts.

Clean up site work and placed in dumpster.

CMU sign with cultured stone veneer & foundations

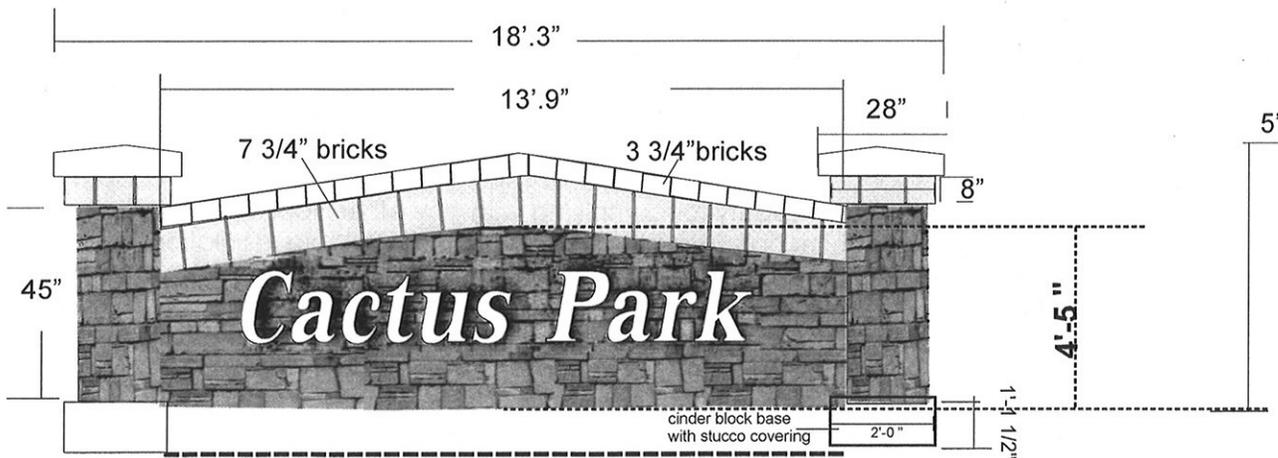
(1) set of RPC letters attached to ground sign face. Font's to match existing fonts.

Letters painted white

Letters to have 2" returns(depth) Letters material, all aluminum construction.

Western Signs to have area Blue staked

Western Signs to procure permits.



Signed: Korin Hatch

Dated: 2/17/13

Signed: Jack Wagner

Dated: 02 11 13

WARRANTY: ONE (1) YEAR PARTS AND LABOR.

CONTRACT REQUIREMENTS: 50% DEPOSIT, PERMIT FEE, SIGNATURE ABOVE AND ON BACK OF CONTRACT.  
REMAINDER OF BALANCE DUE ON COMPLETION.

CUSTOMER RESPONSIBILITIES: PRIMARY POWER MUST BE RUN TO WITHIN FIVE FEET (5') OF SIGN AREA.  
CUSTOMER ARTWORK MUST BE IN A FORMAT THAT WILL REPRODUCE A SIGN.  
WHEN NECESSARY, ARTWORK CHARGES AT \$65 PER HOUR WILL BE ASSESSED

VENDOR: 1422

WESTERN SIGNS & LIGHTING

5/28/13

CHECK NO.  
010058

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
611	13-1029	5/28/13	4,257.70	4,257.70	.00

CACTUS PARK ESTATES HOA      Total:      4,257.70

# WESTERN

*Signs & Lighting LLC*

2452 W. Birchwood Ave., Bldg. 6, Ste. 111  
 Mesa, Arizona 85202  
 480-831-8600

## INVOICE

Date	Invoice #
5/22/2013	13-1029

<b>Bill To:</b>
Cactus Park Estates HOA c/o Preferred Communities PO Box 5720 Mesa, AZ 85211-5720

<b>Location Work Is Done:</b>
Cactus Park 127th & Cactus El Mirage, AZ 85335

P.O. No.	Terms	Due Date		Rep
	Due on receipt	5/22/2013		JW
Description		Qty	Rate	Amount
Manufacture & Install (1) one ground sign with reverse pan-channel letters. Alta Vista Masonry will provide the brick work for ground sign.			6,753.30	6,753.30T
City of El Mirage Permit			252.00	252.00T
Permit Acquisition Fee			150.00	150.00T
All Work Is Completed. Thank You For Your Business. We Appreciate Your Prompt Payment. A Finance Charge Will Be Assessed After 30 Days			<b>Subtotal</b>	\$7,155.30
			<b>Sales Tax (6.695%)</b>	\$479.05
			<b>Total</b>	\$7,634.35
<b>Fax #</b>	<b>E-mail</b>		<b>Payments/Credits</b>	\$-3,376.65
480.831.8611	westernsigns@cox.net		<b>Balance Due</b>	\$4,257.70

VENDOR: 1422

WESTERN SIGNS & LIGHTING

6/13/13

CHECK NO.  
010068

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
619	13-1141	6/11/13	1,297.49	1,297.49	.00
620	13-1141A	6/13/13	25.00	25.00	.00

CACTUS PARK ESTATES HOA      Total:      1,322.49

# WESTERN

Signs & Lighting LLC

2452 W. Birchwood Ave., Bldg. 6, Ste. 111  
Mesa, Arizona 85202  
480-831-8600

# INVOICE

Date	Invoice #
6/11/2013	13-1141

Bill To:
Cactus Park Estates HOA c/o Preferred Communities PO Box 5720 Mesa, AZ 85211-5720

Location Work Is Done:

P.O. No.	Terms	Due Date	Rep
	Due on receipt	6/11/2013	JW
Description	Qty	Rate	Amount
Removed 4 sets of reverse pan channel letters from property, returned letters to our facility. Stud mounted 4 sets & manufactured 4 new installation patterns. Returned to site and installed 4 sets of letters 1st & 2nd set at the NE corner & NW corner of Cactus & Del Sol.. Installed sets 3 & 4 at the NE corner & SE corner of Dysart West Parque.  <p style="text-align: center;">ENTERED JUN 12 2013 PREFERRED COMMUNITIES</p> <p style="text-align: center;">Grounds/Fixtures/Repairs</p>		1,216.08	1,216.08T
All Work Is Completed. Thank You For Your Business. We Appreciate Your Prompt Payment. A Finance Charge Will Be Assessed After 30 Days		<b>Subtotal</b>	\$1,216.08
		<b>Sales Tax (6.695%)</b>	\$81.41
		<b>Total</b>	\$1,297.49
Fax #	E-mail	<b>Payments/Credits</b>	\$0.00
480.831.8611	westernsigns@cox.net	<b>Balance Due</b>	\$1,297.49

emailed Martin 6/18/13

+ 25.00 FOR PAINT left over from new monument.

VENDOR: 523015

CITY OF EL MIRAGE

8/01/13

CHECK NO.  
010084

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
638	13-001	7/24/13	22,395.00	22,395.00	.00

CACTUS PARK ESTATES HOA      Total:      22,395.00



Public Works Department

*Add Order*

# Invoice

Date: **July 24, 2013**  
Invoice #: 13-001

To: **Cactus Park Estates Homowners Association**  
PO Box 5720,  
Mesa, AZ 85211

		Payment Terms
		Due upon receipt

Qty	Description	Unit Price	Line Total
1.00	Construction of Basketball Court		\$ 22,395.00

ENTERED *KP*  
JUL 29 2013  
PREFERRED COMMUNITIES

Subtotal \$ 22,395.00  
Sales Tax  
**Total \$ 22,395.00**

Make all checks payable to **City of El Mirage**

Thank you for your business!

**1145 W Grand Ave El Mirage AZ 85335**

523015 ADDED 7/25/13



VENDOR: 1450

ARIZONA RAIN GUTTERS & SUNSCRE

8/22/13

CHECK NO.

010090

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
649	08.22.13	8/22/13	8,000.00	8,000.00	.00

CACTUS PARK ESTATES HOA      Total:      8,000.00

- Phifer Sun Screens
- Seamless Rain Gutters
- Alumawood
- Window Awnings



**ARIZONA  
RAIN GUTTERS  
& SUN SCREENS**

4354 N. Cotton Lane  
Goodyear, Arizona 85395

Korin Hatch

- Sunesta Retractable Awnings •
- Shade Structures •
- Lattice Patio Covers •
- Roll-down Shades •

Ph (623) 271-8538  
Fax (623) 271-9963

www.azraingutters.com  
ROC 251582 / ROC 202705

PROPOSAL SUBMITTED TO <b>Preferred Communities</b>		PHONE <b>480 649-2017</b>	DATE <b>8/5/13</b>
STREET <b>1050 E. University Dr. #1</b>		DIRECTIONS	
CITY, STATE AND ZIP CODE <b>Mesa, AZ. 85203</b>			
PATIO COLOR / SQUARE FEET	FRAME COLOR	SCREEN COLOR	GUTTER COLOR
			DOWNSPOUT COLOR

We propose to manufacture and install shade structures over TOT LOTS similar to the one at Sierra Heights, Mesa.

~~La Fortina, Mesa, AZ \$ 8114.01~~

Cactus Park Estates, El Mirage, AZ \$ 17,496.66

Prices include: city permits, engineering drawings and taxes.

colors: TBD

\$ 8,000 Deposit Payment: 8/20/13

• SEAMLESS RAIN GUTTERS	5" <input type="checkbox"/>	6" <input type="checkbox"/>	COST	_____
• DOWNSPOUTS	2" x 3" <input type="checkbox"/>	3" x 4" <input type="checkbox"/>	TAX	_____
• LATTICE/SPACING	_____ / _____		PERMIT	_____
• RAFTER SPACING/ENDS	_____ / _____		TOTAL	_____
• CUSTOM "MINI" MITERED CORNERS	_____		DEPOSIT	_____ CK# _____
			BALANCE DUE	_____

WE PROPOSE TO FURNISH MATERIAL AND LABOR — COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS. ALL WORK GUARANTEED.

**"BALANCE DUE UPON COMPLETION."**

**Terms of Payment:** Amount indicated below on balance due line when labor is done and materials are furnished, and is payable in country listed above as part of the address of seller. A finance charge of 2% per month (24% Per Annum) will be charged on **ANY BALANCE** over 30 days.

Balance due upon completion  
TYPE OF PAYMENT \_\_\_\_\_

SIGNATURE

*Nicky Leibel*

CUSTOMER SIGNATURE \_\_\_\_\_

Changes made at time of install will be charged on a time and material basis. Initial: \_\_\_\_\_

VENDOR: 1450

ARIZONA RAIN GUTTERS & SUNSCRE

10/29/13

CHECK NO.

010115

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
702	15015	10/29/13	9,496.66	9,496.66	.00

CACTUS PARK ESTATES HOA Total: 9,496.66

**Arizona Rain Gutters & Sunscreens, Inc.**

4354 N Cotton Lane  
Goodyear, AZ 85395

Phone # (623) 271-8538 sboxwell@azraingutters.com  
Fax # (623) 271-9963 www.azraingutters.com

**Invoice**

8/22/2013	15015

Preferred Communities 1050 E University Dr #1 Mesa, AZ 85203
--

		8/22/2013	NG	Cactus Park Estates

Item Code	Description	Amount
Awning	Awning Fabric Color: Coolaroo Commercial 95 " Desert Sand " Cactus Park Estates Elmirage, AZ	10,757.50T
35% contractor Non-taxa...	35% contractor taxable Sales Tax	5,792.50 946.66
		\$17,496.66
		\$-8,000.00
Please remit payment to above address or call to make a payment using a credit card. <i>We appreciate your business!</i>		\$9,496.66

**APPROVED**  
**OCT 23 2013**  
**INITIAL** *[Signature]*

VENDOR: 1207

ZUMAR INDUSTRIES INC

8/01/13

CHECK NO.  
010082

OUR REF. NO.	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
642	0020943	7/23/13	149.26	149.26	.00

CACTUS PARK ESTATES HOA      Total:      149.26



**Zumar Industries, INC - Arizona**

Remit to: PO Box 44549  
 Tacoma, WA 98448-0549  
 253.536.7740 Fax:253.536.8680

**INVOICE**

Invoice #	0020943
Date	07/23/13
Page #	1

<b>Bill To:</b> 000445 <b>PREFERRED COMMUNITIES</b> PO BOX 5720 MESA AZ 85211  Fax: (480) 649-0902	<b>Ship To:</b> <b>PREFERRED COMMUNITIES</b> 1050 E UNIVERSITY DR #1 MESA AZ 85203
--	---

Order #	Order Date	Cust #	Sls	Purchase Order #	Ship Via	Ship Date	Terms
0019646	07/12/13	000445	SL	CACTUS PARK ESTATES	UPS GRD	07/23/13	NET 30

Order	Ship	B/O	Item #/Description	UM	Cost	Extended
1	1		<b>SPECIAL 3624 80M4</b> SPECIAL 36X24 .080 ALUM 3930 CACTUS PARK ESTATES HOA BOARD MEETING WITH BLACK BOARDER - SEE SPEC	EA	65.00	65.00
1	1		<b>SPECIAL 3436 80PE</b> SPECIAL 34X36 .080 ALUM 3430 ACTUAL SIZE 36X34 CACTUS PARK ESTATES COMMUNITY YARD SALE WITH RED BOARDER - SEE SPEC	EA	55.00	55.00
15	15		<b>11784850</b> 1178 48X50 BLACK EC FILM TRI/NC  THANK YOU FOR YOUR ORDER. WE APPRECIATE YOUR BUSINESS. PLEASE VISIT US ONLINE AT <a href="http://www.zumar.com">www.zumar.com</a>	SF	.00	.00

120 ENTERED  
 JUL 29 2013  
 PREFERRED COMMUNITIES

RECEIVED  
 JUL 29 2013  
 PREFERRED COMMUNITIES

<b>Customer Copy</b>	Sales Amount	120.00
	Discount	
	Sales Tax	11.04
	Freight	18.22
	<b>Total Due</b>	<b>149.26</b>



# Proposal

Date	Estimate #
3/11/2015	2037 REV

HOA Playground Services, LLC  
 2270 S Airport Blvd. Ste 5  
 Chandler, AZ 85286  
 Phone # 480-584-4862  
 Fax # 602-513-7313  
 Email: info@hoaplayground.com  
 ROC #: 292933

<b>Bill To</b>
Cactus Park Estates HOA c/o Preferred Communities 1050 E. University Dr., Ste 1 Mesa, AZ 85203

Description	Qty	Rate	Total
WEST PLAYGROUND AT CHARTER OAK DRIVE Proposal for Replacement of Play Structure with New Playcraft Traditional Structure			
Playcraft Custom Traditional Play Structure - RH566ABBA, R5	1	11,091.18	11,091.18
Demo/Removal of old play structure	1	1,210.00	1,210.00
Installation of new play structure, includes stockpile of wood chips during demo/install to avoid soil contamination. Contractor License #116743	1	4,161.00	4,161.00
Temporary Security Fencing during demo and installation	1	600.00	600.00
Freight/Shipping Charges	1	1,100.00	1,100.00
*Full Choice of Colors Available. Lead time 9-10 weeks.			
50% Down, Balance Due Upon Completion			
**Owner is responsible for all landscape repairs such as, but not limited to lawn, sprinklers, irrigation pipes, curbing, sidewalks and/or asphalt caused by, but not limited to tractors, trucks, removal of concrete footers and/or 2-ton bobcat needed to complete project.			
* Fees subject to change without notice. Quote valid for 60 days from date of proposal.		<b>Total</b>	<b>\$18,162.18</b>

Approved: \_\_\_\_\_

Date: \_\_\_\_\_



# Proposal

Date	Estimate #
3/11/2015	2036 REV

HOA Playground Services, LLC  
 2270 S Airport Blvd. Ste 5  
 Chandler, AZ 85286  
 Phone # 480-584-4862  
 Fax # 602-513-7313  
 Email: info@hoaplayground.com  
 ROC #: 292933

<b>Bill To</b>
Cactus Park Estates HOA c/o Preferred Communities 1050 E. University Dr., Ste 1 Mesa, AZ 85203

Description	Qty	Rate	Total
EAST PLAYGROUND AT 128TH DRIVE - VETERANS PARK Proposal for Replacement of Play Structure with New Playcraft Traditional Structure			
Playcraft Custom Traditional Play Structure - PR#R5033F24A, R5	1	12,818.88	12,818.88
Demo/Removal of old play structure	1	1,210.00	1,210.00
Installation of new play structure, includes stockpile of wood chips during demo/install to avoid soil contamination. Contractor License #116743	1	3,622.50	3,622.50
Temporary Security Fencing during demo and installation	1	600.00	600.00
Freight/Shipping Charges	1	1,300.00	1,300.00
*Full Choice of Colors Available. Lead time 9-10 weeks.			
50% Down, Balance Due Upon Completion			
**Owner is responsible for all landscape repairs such as, but not limited to lawn, sprinklers, irrigation pipes, curbing, sidewalks and/or asphalt caused by, but not limited to tractors, trucks, removal of concrete footers and/or 2-ton bobcat needed to complete project.			
* Fees subject to change without notice. Quote valid for 60 days from date of proposal.	<b>Total</b>		<b>\$19,551.38</b>

Approved: \_\_\_\_\_

Date: \_\_\_\_\_



# Proposal

Date	Estimate #
2/3/2015	2038

HOA Playground Services, LLC  
 2270 S Airport Blvd. Ste 5  
 Chandler, AZ 85286  
 Phone # 480-584-4862  
 Fax # 602-513-7313  
 Email: info@hoaplayground.com  
 ROC #: 292933

<b>Bill To</b>
Cactus Park Estates HOA c/o Preferred Communities 1050 E. University Dr., Ste 1 Mesa, AZ 85203

Description	Qty	Rate	Total
LOCATION TBD Proposal for Add Swing Area - 2 Bays of Swings - 2 strap & 2 Tot bucket			
Arch Swing R3.5 (1 Bay/2 swings)	1	1,661.33	1,661.33
Arch Swing R3.5 Add a Bay (1Bay/2 swings)	1	1,235.12	1,235.12
Full Bucket Tot Swing Seat	2	100.81	201.62
Excavate and haul away spoils for new swing area 32' x 36'	1	2,851.31	2,851.31
Installation of new swings. Contractor License #116743	1	862.50	862.50
Delivery and installation of 43 CY of IPEMA certified wood fiber chips	1	2,224.99	2,224.99
Concrete Tot Lot Curbing 12" x 6", 136 LF	1	2,475.09	2,475.09
Temporary Security Fencing during project	1	600.00	600.00
Freight/Shipping Charges	1	700.00	700.00
*Full Choice of Colors Available. Lead time 9-10 weeks.			
50% Down, Balance Due Upon Completion			
*Owner is responsible for re-routing of irrigation and utilities.			
* Fees subject to change without notice. Quote valid for 60 days from date of proposal.	<b>Total</b>		

Approved: \_\_\_\_\_

Date: \_\_\_\_\_



# Proposal

Date	Estimate #
2/3/2015	2038

HOA Playground Services, LLC  
 2270 S Airport Blvd. Ste 5  
 Chandler, AZ 85286  
 Phone # 480-584-4862  
 Fax # 602-513-7313  
 Email: info@hoaplayground.com  
 ROC #: 292933

<b>Bill To</b>
Cactus Park Estates HOA c/o Preferred Communities 1050 E. University Dr., Ste 1 Mesa, AZ 85203

Description	Qty	Rate	Total
**Owner is responsible for all landscape repairs such as, but not limited to lawn, sprinklers, irrigation pipes, curbing, sidewalks and/or asphalt caused by, but not limited to tractors, trucks, removal of concrete footers and/or 2-ton bobcat needed to complete project.			
* Fees subject to change without notice. Quote valid for 60 days from date of proposal.	<b>Total</b>		\$12,811.96

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>04/03/2015</u>	<b>TYPE OF ACTION:</b> ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER: Purchase	<b>SUBJECT:</b> Consideration and action to approve the purchase and installation of Storage Area Network and Backup Equipment from Sentinel Technologies in an amount not to exceed \$51,000 utilizing Arizona State Contract ADSPO12-024651.
<b>DATE ACTION REQUESTED:</b> <u>04/21/2015</u>		
<u>X</u> REGULAR ___ CONSENT		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Tom Bacome, Information Technology Director 
<b>RECOMMENDATION:</b> Approval of Purchase
<b>PROPOSED MOTION:</b> I move to approve the purchase and installation of storage and backup computer equipment as presented.
<b>ATTACHMENTS:</b> Master Services Agreement, Appendix A, AZ State Contract ADSPO12-024651

**DISCUSSION:** As outlined as items in the 2014 CIP, the Information Technology Department is proposing a Storage Area Network (SAN) and Backup solution for the City. These systems address the growing file storage needs and records retention requirements for the City. The new SAN allows for future growth, faster access and replication between the two sites for disaster recovery purposes. The backup system also has the ability to be expanded and will provide needed archival storage for the City. Both of these systems will be purchased with warranty and maintenance agreements that will cover the devices during business hours should a part fail. In order to secure the best pricing for the City, the existing SAN device will be traded in on the new equipment. This is outlined in Appendix A of the proposal. Professional services are also included in the pricing. The vendor will install and configure the systems, as well as provide training to the El Mirage IT staff.

**FISCAL IMPACT:** \$51,000.00

**DEPARTMENT LINE ITEM ACCOUNT:**

10-480-617	10-480-261	10-480-265	10-480-311
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**BALANCE IN LINE ITEM IF APPROVED:**

\$1,500	\$24,700	\$29,070	\$13,024
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Finance Director:

  
Robert Nilles

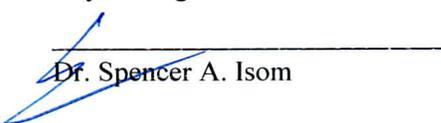
4/15/15  
Date

Approved as to form

  
Robert M. Hall, City Attorney

4/17/15  
Date

City Manager:

  
Dr. Spencer A. Isom

4/17/15  
Date



## **MASTER SERVICES AGREEMENT**

This Agreement is made by and between Sentinel Technologies, Inc. ("Contractor"), with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of El Mirage ("Customer"), with principal offices at 12145 NW Grand Ave, El Mirage, AZ 85335. Contractor and Customer are collectively referred to as the "Parties."

Effective Date 04/01/15

Agreement No. 001

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In consideration of the mutual promises described herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **1. PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to provide standard terms and conditions applicable whenever the Parties enter into specific projects for the provision of equipment and/or professional services. Specific projects will be detailed in a Project Scope document (Appendix A), and a Project Schedule and Billing document (Appendix B) (collectively referred to as the "Services"). New Appendices A and B will be executed for each subsequent project between the Parties. The existence of this Agreement relieves the Parties from having to renegotiate standard terms and conditions each time the Parties desire to do additional projects. In the event of a conflict between the provisions of any Appendices A and B and the provisions of this Agreement, the provisions contained in Appendices A and B will prevail.

### **2. CONFIDENTIAL INFORMATION**

"Confidential Information" means any information and data of a confidential nature, including but not limited to proprietary, technical, developmental, business plan, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, software, micro-code, firmware and all record-bearing media containing or disclosing such information and techniques, which is disclosed by one party to this Agreement ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement. Any information received orally will be treated as confidential only if the Disclosing Party notifies the Receiving Party that the information is confidential or would be of such character that a reasonable person would believe it to be confidential in nature. Notwithstanding the foregoing, Confidential Information will not include information that is (a) developed independently by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; (b) obtained from a source other than the Disclosing Party through no breach of confidence by the Receiving Party; (c) in the public domain when received or thereafter enters the public domain through no fault of the Receiving Party; (d) provided by the Disclosing Party without restriction; or (e) disclosed by the Receiving Party pursuant to statute, regulation, or the order of a court of competent jurisdiction, provided that the Receiving Party has notified the Disclosing Party in order to permit the taking of appropriate protective measures.

The Parties agree to use such Confidential Information of the Disclosing Party only as it relates to the performance of the obligations under this Agreement and to hold each other's Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party. Further, the Receiving Party will use the same degree of care it uses with respect to its own Confidential Information to prevent the unauthorized disclosure to a third party, but in no event less than reasonable care.



### 3. TERM AND TERMINATION

- a. The Initial Term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew at the end of each yearly term, unless terminated as provided herein. In the event the Term expires before the term of any purchase order executed pursuant to this Agreement, the Term shall be extended to the expiration date of such purchase order.
- b. After providing Contractor with written notice of defective service and, providing Contractor has failed to cure such defective service within thirty (30) days of receipt of such written notice, Customer may terminate this Agreement upon thirty (30) days written notice. In the event of such termination, Customer shall pay Contractor for the portion of the Project Schedule(s) performed through the date of termination. Contractor shall cease to perform Services under this Agreement on the date of termination.
- c. Contractor may terminate this Agreement upon written notice to Customer, if Customer fails to pay Contractor within sixty (60) days after Contractor notifies Customer in writing that payment is past due.

### 4. EMPLOYEES

- a. During the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, each party agrees not to knowingly solicit for hire, or hire, directly or indirectly, any employee of the other party having any direct involvement with this Agreement, without the written consent of the other party. If this provision is violated, the affected party reserves the right to charge, and the violating party agrees to pay, an amount equal to one year of the employee's current salary.
- b. Neither Contractor nor Contractor's employees are, nor shall they be deemed to be, employees of Customer. Contractor shall be solely responsible for the payment of its employees' compensation, including employment taxes, worker's compensation and any similar taxes associated with employment of Contractor personnel.

### 5. INDEMNIFICATION

Contractor and Customer shall indemnify and hold the other harmless (including their respective officers, directors, agents, employees and subcontractors) against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged, or recoverable by reason of any Claim arising out of or relating to any act of error or omission, or misconduct of the indemnifying party, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement.

### 6. WARRANTY

Contractor represents and warrants that each Project Scope shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures and practices and in conformance with generally accepted professional standards for the completion of such Project Scope prevailing at the time. Further, Contractor represents and warrants that each Project Scope shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated by this Agreement.

Product warranties and return policies are provided by the respective manufacturers or publishers of the Products sold under this Agreement and Contractor makes no warranties whatsoever with regard to said Product.



## 7. LIMITATION OF REMEDIES

THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND THE SOLE REMEDY FOR CONTRACTOR'S LIABILITY OF ANY KIND, SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY CONTRACTOR AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

The foregoing limitation will not apply to claims for personal injury or damage to real property and/or tangible personal property caused by Contractor's willful or gross negligence.

## 8. GENERAL PROVISIONS

- a. Sub-Contracting. Contractor retains the right to subcontract any support service described herein to subcontractor(s) of Contractor's choosing, provided that such subcontractor(s) shall possess the technical qualifications to perform service and is approved in advance by the Customer.
- b. Severability. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- c. Assignment. A party may not assign or transfer this Agreement or any of the other rights or obligations under this Agreement, without the prior written consent of the other party.
- d. Waiver or Delay. A waiver of any default, hereunder shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- e. Notices. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to the representative designated below, and shall be considered given when (a) delivered personally, (b) sent by confirmed facsimile, (c) sent by commercial overnight courier with written verification receipt, (d) sent by e-mail to a designated recipient with return receipt and acknowledgment or (e) three (3) days after having been sent, postage pre-paid, by first class or certified mail.

For Customer, Name and Address:

City of El Mirage  
12145 NW Grand Ave  
El Mirage, AZ 85335

For Contractor, Name and Address:

Sentinel Technologies, Inc.  
2550 Warrenville Road  
Downers Grove, IL 60515

- f. Dispute Resolution. In the event of a material dispute between the Parties that is not resolved in the normal course of business, either party may initiate a dispute resolution process by notifying the other party in writing pursuant to the Notices provision, paragraph 8.e. herein. Within ten (10) days from the date of receipt of that notice, the matter will be submitted to senior executives of the Parties authorized to settle the same. In the event this process fails, the Parties agree that the Circuit Court of DuPage County, Illinois, and the United States District Court for the Northern District of Illinois shall be the sole and exclusive venues for any action, suit or proceeding arising out of or related to this Agreement. The prevailing party in any such proceeding shall be entitled to recover all costs and expenses and reasonable attorney's fees in addition to any other relief to which it may be entitled. The determination of what constitutes a "prevailing party" shall be determined by the trier of fact. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Illinois, excluding its conflict of law rules.



- g. Entire Agreement; Modification. This Agreement including its Exhibits, is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement, including its Exhibits, may not be varied, modified, altered, or amended except in writing signed by the Parties

**9. RIGHTS OF MATERIALS**

Customer shall own, upon payment of all fees incurred, any deliverables, including software programs, source and object code, files, tapes, disks, and related user documentation, originally developed solely for Customer under this Agreement. Such deliverables shall be owned by Customer for its own internal use. Contractor does not convey nor does Customer obtain any right in materials proprietary to Contractor which Contractor may utilize or provide pursuant to the Services, or other materials not developed solely for and paid in full for under this Agreement except as otherwise agreed upon in writing by the parties. Contractor shall be free to use its general knowledge, skills, and experience and any ideas, concepts, know-how and techniques related to Contractor's consulting and used in the course of providing the Services on other engagements. The parties will cooperate with each other to execute any documents necessary to achieve the objectives of this section.

**10. POSSESSION AFTER TERMINATION OF AGREEMENT**

No later than five (5) days after the termination of this Agreement for any reason, Customer shall return to Contractor any and all of Contractor's equipment located on Customer's property and used in connection with providing the support services. Contractor may physically take possession of any such equipment not delivered to Contractor after the expiration of such five (5) day period. Customer hereby authorizes Contractor and its agents to enter onto any location at which any such equipment is located for purposes of taking possession thereof.

In witness whereof, the Parties hereto have signed this Agreement as of the date signed below.

CUSTOMER:  
City of El Mirage

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX A

Customer Name: City of El Mirage

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Street Address: 12145 NW Grand Ave

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City, State, Zip: El Mirage, AZ 85335

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and City of El Mirage (Customer) with principal offices at 12145 NW Grand Ave, El Mirage, AZ 85335 is hereby amended to include the following:

Commencement Date 04/02/15 Agreement No. Addendum No. 001r1

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### Project Overview

City of El Mirage has requested a proposal to for a Storage Array for their City Hall and Police Department Facilities along with a backup disk target for the City Hall Facility. City of El Mirage is looking for a Storage solution that includes 1-Gigabit iSCSI connections and storage tiering and will also allow for replication between the facilities in the future. City of El Mirage has also requested that the disk target for the backup solution will integrate with their current Microsoft DPM software.

### **Existing Infrastructure**

The existing storage solution at the City Hall Facility is a Dell EqualLogic Storage array with 20-Terabytes of useable capacity. The EqualLogic array is connected to the network via 1-Gigabit iSCSI connections. The storage of the EqualLogic is presented to two (2) Dell hosts running Hyper-V hypervisor software.

The existing storage solution at the Police Department Facility is a HP NAS with 4-Terabytes of useable capacity. The HP NAS is connected to the network via 1-Gigabit iSCSI connections. The storage of the HP NAS is presented to one (1) Dell R620 hosts running Hyper-V hypervisor software.

Microsoft DPM is installed on a standalone server at the City Hall Facility and is currently connected to a Cybernetics SAN with 13-Terabytes of useable capacity as a disk target for the backup.

### **Proposed Solution**

The proposed solution includes two (2) VNXe 3200 Storage Arrays and a Data Domain 2200 Backup Appliance. One (1) VNXe3200 and the Data Domain 2200 will be installed at the City Hall facility and the other VNXe 3200 will be installed at the Police Department facility.

The VNXe 3200 at the City Hall includes 20-Terabytes useable capacity of SAS and NL-SAS drives. The VNXe 3200 will be installed in the MDF and connected to the existing storage network via 1-Gigabit iSCSI connections. The SAS and NL-SAS drives will be configured in a single storage pool and presented to the existing Hyper-V cluster.

The VNXe 3200 at the Police Department includes 10-Terabytes useable capacity of SAS drives. The VNXe 3200 will be installed in the MDF and connected to the existing storage network via 1-Gigabit iSCSI connections. The SAS drives will be configured in a single storage pool and presented to the existing Hyper-V cluster.

The VNXe 3200 is EMC's most affordable unified, hybrid storage array. This efficient NAS and SAN array brings high-end features as standard - including MCx multicore optimization, FAST Suite auto-tiering, Flash SSD caching, plus the option of Fibre Channel host connectivity. All VNXe 3200 storage arrays come with VNXe Base Software, which includes EMC Unisphere management, thin provisioning, Flash support, file deduplication and compression, unified snapshots, and remote block replication. The VNXe 3200 can dynamically grow to 150 drives where the drives can easily be added in any type, quantity and configuration to suit the customer requirements.



The Data Domain 2200 includes 7.5-Terabytes of useable capacity and will be installed at the Police Department MDF and connected to the existing backup server via 8-Gigabit Fibre Channel (FC) connections. City of El Mirage will be responsible for ensuring the existing backup server has an 8-Gigabit Fibre Channel (FC) host bus adapter (HBA) installed. The Data Domain 2200 will be configured and integrated with Microsoft DPM with the assistance of City of El Mirage staff.

The EMC Data Domain 2200 system is an industry-leading data, easy-to-manage platform to consolidate backup, archive, and disaster recovery. EMC Data Domain deduplication technology offers better data protection that costs less to own. It is the fastest deduplication storage on the market, so more backup jobs complete within a defined window. Data Domain deduplication reduces the amount of disk storage needed for backup data by an average of 10-30 times. The EMC Data Domain 2200 in this proposal includes the base configuration of seven (7) drives. An additional five (5) drives can be added as a field upgrade later to expand the capacity to 12-Terabyte useable.

Sentinel Technologies has provided professional services as well as project management to implement the EMC Storage and Backup solutions. Storage migration services are not included but can be added with an approved Project Change Request (PCR).

### **Project Specific Requirements**

#### **Deployment Timeframes and Site Cutover Expectations**

Sentinel has noted standard project timeline expectations:

- Project Manager introductory call with Customer – within 1 week of contract signature.
- Internal project kick-off meeting – within 2 weeks of contract signature.
- Customer project kick-off meeting – within 2 weeks of contract signature.
- Normal project duration – 1 to 2 weeks.

*These standards may change depending on specific project requirements and will be noted below. Please note: The deployment dates will be contingent on the purchase of the necessary EMC equipment. Sentinel will work with Customer to identify the implementation dates based on business requirements.*

If a previously agreed upon date needs to be moved due to an event out of Sentinel Technologies control, a new date will be established considering availability of Sentinel's resources. Sentinel will make every effort possible to accommodate our Customer's new date request.

Sentinel assumes that all site cutovers and the replacement of existing production network gear will happen on an off hours basis. All other devices included in the solution will be able to be deployed during a standard 8 to 5 business day.

Sentinel has included technical post cutover support for the solution. If needed, optional trainer post support can be added to each facility as needed basis. This request would be handled through the PCR process.

#### **Payments Terms**

Non labor: 50% due upon contract signing, 50% due upon staging at Sentinel offices or delivery to Customer. Labor: Due net 30 days

*System Capacities: During the sales process Sentinel has made a best effort to determine all system sizing based on Customer provided and Sentinel interpreted requirements. During detailed planning by the deployment team additional or changes in requirements may occur. Sentinel adheres strictly to the return policy of the vendor and the Sentinel Master Services agreement. In the area of phones and accessories, Sentinel makes every effort to provide the Customer details on the phone capabilities and details the quantity of phones and accessories. In addition phone models, accessories and components are displayed and shown for further clarification. Changes in the qty, accessories and models will be at the cost of the Customer within the Sentinel and vendor return policy. Additional services for changes will be agreed to in the Project Change process prior to order changes.*



s e n t i n e l

*During Project Changes: Any changes to scope will be presented and approved through Sentinel Project Management using the Project Change Request (PCR). Changes will not be performed until the PCR is approved for procedure and all budget and timeframe impacts are understood. Any equipment returns may be subject to a restocking fee.*

*Remote Support: Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access additional services may be occurred for optimization and tuning required pre and post installation.*

## **Sentinel Project Team & Implementation Process Information**

### **Deployment Team and Sentinel Management**

Sentinel will assign a complete project team for the end to end deployment. Resources will be assembled and will remain with Customer throughout each phase of the project. This will include, but is not limited to:

- Project Manager
- Technical Support Engineer
- Lead Design Engineer
- Deployment Engineer(s)
- Executive Sponsor

Customer will be setup with a call escalation plan and 24\*7\*365 call center coverage for any expediting of issues. This will include currently any project related issues or concerns. Roles defined are not specifically a one to one ratio of the resources assigned. The roles will be filled by at least one person but may not be unique to that person. A single person may fill more than one role listed. This will be included with the project until the agreed to project completion and continued within the final SLAs of the Sentinel/Customer maintenance contract.

### **Project Management**

Sentinel has included Project Management within the services quoted. This will include a weekly voice or in person meeting and status update. Project Management will generally be responsible for Sentinel resource management of the project, Customer resource requirements within the project, delivery completion and overall project quality and milestone delivery.

The Project Plan will be used for daily management of the deployment with the scope of work to act as the contractual commitment of work to be performed within the estimated efforts. Any services performed outside of the scope of work will be approved with a project change request regardless of cost impact. The project plan should be the first document assembled by the project team and will act as the baseline for all services and reporting of timeframes versus actual project progress.

### **Implementation Blueprint**

The Implementation Blueprint is developed in a collaborative effort between the Customer and Sentinel during the design stage of the project. This blueprint is used to identify and document the final requirements and Customer's expectations for the solution.

During the design process, Sentinel will work with the Customer to gather the required solution information, make recommendations when necessary, and document all of the technical, functional and operations requirements for the solution. The key element in this process is to make sure that Sentinel interprets the information gathered properly. To ensure this, the final step in the design process is a face to face meeting with the Customer to go over the final Implementation Blueprint and agree that if the solution is implemented as designed in the Blueprint, the solution will meet both the Customer's needs and expectations.



The following outlines the required steps to create and finalize this document:

- Initial design meetings will produce (Rev. Level 1.0) of the blueprint.
- Follow up design review meetings will produce (Rev. Level 1.x) of the blueprint.
- The final design acceptance meeting will produce (Rev. Level 2.0) of the blueprint.
- Any revisions beyond the accepted (Rev. 2.0) of this document will be considered out of the scope of services and are subject to the change management process.

***Sentinel will make every effort to identify and document all of the specific information needed to install the current solution to meet the Customer's needs and expectations. It is assumed that any information concerning feature, functionality, call flow, or technical information not included in the approved Implementation Blueprint document, will not be included in the final solution. Any specific information or requirements needed after the Implementation Blueprint approval milestone can be added through the Sentinel's PCR process.***

*Design Validation Process: This proposal to be considered draft until Sentinel operational analysis of functional and physical requirements. Subject to change based on requirements gathering and architecture approval.*

## **Scope of Work Details**

### **EMC VNXe 3200 Storage Array for City Hall**

Please refer to the bill of materials for all EMC Storage devices to be installed and configured by Sentinel.

The proposal includes a disk processing enclosure (DPE), a disk array enclosure (DAE), twenty five (25) 600-Gigabyte, 10k SAS drives and nine (9) 2-Terabyte, 7.2k NL-SAS. The DPE and DAE will be installed into the customer provided rack and will be connected to the existing storage network via 1 Gigabit Ethernet connections. All copper patch cables required to complete the project to be provided by the customer. The customer will be responsible for making sure there are at least six (6) rack units (RUs) available in the rack. The DPE and DAE power cords have an IEC C-14 appliance inlet which will be connected to the customer provided power source with an IEC C-13 outlet. The power requirements for the proposed equipment are provided in Table 1 at the end of this section.

The SAS drives will be installed and configured in a RAID 5 (5+1) configuration with a hot spare (HS) drive. The NL-SAS drives will be installed and configured in a RAID 6 (6+2) configuration with a hot spare (HS) drive. Sentinel will create one large pool with the appropriate sized LUNs (up to 10 maximum).

Sentinel will consult with the customer to complete a storage pool and LUN layout design blueprint in order to complete the design and implement on the storage array. Sentinel will also present the storage to each host and verify that each host can access the storage.

### **EMC Data Domain 2200 Backup Appliance**

Please refer to the bill of materials for all EMC Storage devices to be installed and configured by Sentinel.

The proposal includes an EMC Data Domain 2200 backup appliance with 7.5-Terabyte useable capacity. The DD2200 will be installed at the MDF at City Hall and connect to the existing backup server via two (2) 8-Gigabit Fibre Channel (FC) connections. All fiber and copper patch cables required to complete the project to be provided by the customer. The customer will also be responsible for making sure there are at least two (2) rack units (RUs) available in the rack. The DD2200 power cords have an IEC C-14 appliance inlet which will be connected to the customer provided power source with an IEC C-13 outlet. The power requirements for the proposed equipment are provided in Table 1 at the end of this section.

Sentinel will integrate the Data Domain with the existing Microsoft DPM software with the assistance of the customer. Sentinel will also assist the customer with the setup and configuration of up to 3 backup jobs using the EMC Data Domain 2200 appliance as the target for each job. Sentinel will perform up to 3 test backup jobs with a subset of less than 1-Gigabytes each to verify that Microsoft DPM can write to the data domain. Sentinel will also restore each of the test backup jobs to verify the solution is configured correctly. Any additional backup jobs will be the responsibility of the customer.



### EMC VNXe 3200 Storage Array for Police Department

Please refer to the bill of materials for all EMC Storage devices to be installed and configured by Sentinel.

The proposal includes a disk processing enclosure (DPE) and twenty five (25) 600-Gigabyte, 10k SAS drives. The DPE will be installed into the customer provided rack and will be connected to the existing storage network via 1 Gigabit Ethernet connections. All copper patch cables required to complete the project to be provided by the customer. The customer will be responsible for making sure there are at least three (3) rack units (RUs) available in the rack. The DAE power cords have an IEC C-14 appliance inlet which will be connected to the customer provided power source with an IEC C-13 outlet. The power requirements for the proposed equipment are provided in Table 1 at the end of this section.

The SAS drives will be installed and configured in a RAID 5 (5+1) configuration with a hot spare (HS) drive. The NL-SAS drives will be installed and configured in a RAID 6 (6+2) configuration with a hot spare (HS) drive. Sentinel will create one large pool with the appropriate sized LUNs (up to 10 maximum).

Sentinel will consult with the customer to complete a storage pool and LUN layout design blueprint in order to complete the design and implement on the storage array. Sentinel will also present the storage to each host and verify that each host can access the storage.

### Power and Cooling Calculations & Requirements

#### Power and Cooling Calculations

#### City Hall

Description	Qty.	Max Watts	Total Watts	208V		Total BTU/hr.
				Amps	Total	
EMC DD 2200	1	500W	500W	2.40A	2.40A	1706.07 BTU/hr.
EMC Disk Shelves (DAE)	1	235W	235W	1.13A	1.13A	801.85 BTU/hr.
EMC Controllers (DPE)	1	450W	450W	2.16A	2.16A	1535.46 BTU/hr.
EMC 2TB 7.2k NL-SAS drives	9	16W	147W	0.08A	0.71A	502.10 BTU/hr.
EMC 600GB 15k SAS drives	25	16W	409W	0.08A	1.97A	1394.71 BTU/hr.
<b>Totals</b>			<b>1741W</b>		<b>8.37A</b>	<b>5940.20 BTU/hr.</b>

#### Police Department

Description	Qty.	Max Watts	Total Watts	208V		Total BTU/hr.
				Amps	Total	
EMC Controllers (DPE)	1	450W	450W	2.16A	2.16A	1535.46 BTU/hr.
EMC 600GB 15k SAS drives	25	16W	409W	0.08A	1.97A	1394.71 BTU/hr.
<b>Totals</b>			<b>859W</b>		<b>4.13A</b>	<b>2930.18 BTU/hr.</b>

Table 1

#### Power requirements

To meet the minimum power requirements for the EMC Storage and Backup solution, two (2) 208V, 15A circuits with IEC C13 receptacle will be needed at both City Hall and Police Department locations. It is recommended for the circuit to be on an uninterruptable power supply (UPS) that will provide a minimum of thirty (30) minutes of runtime if something should happen to the building power. A total of six (6) IEC C-13 outlets will be required at City Hall and a total of two (2) IEC C-13 outlets will be required at the Police Department for this proposal.

#### General Requirement

#### Cabling

Sentinel assumes that all of the existing cabling associated with the solution is identified, terminated and labeled properly. Any additional time required in identifying specific end user locations, telco line terminations, or analog devices will be handled through the PCR process.



### **Facilities Readiness**

Sentinel recommends the Customer review the bill of materials and the current site readiness in detail. Unless included in the bill of materials site readiness is assumed to be confirmed and ready by the Customer. Any additional trips or installation delays as a result of site installation readiness issues not covered by Sentinel Technologies within the scope of work will be billed in addition to the scope of work efforts.

If required Sentinel does offer professional consulting services for site readiness, upgrades and bid management. This can be added to the scope of work as required and certified resources in the areas of cabling infrastructure, power requirements, grounding, cooling and other area can be engaged. This would be in addition to the scope of work as proposed.

### **Administration Knowledge Transfer**

The administrative knowledge transfer will targeted to cover the following criteria for the products included, but depending on Customer's needs and availability during the project, all of the products may not be covered.

Sentinel does not provide any documentation for administration knowledge transfer and assumes that the Customer will utilize the information available on the Manufacture's website.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.

Customers that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal Cisco course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self support post installation.

### **Documentation**

Sentinel will provide final project documentation of the entire solution which consists of the final Implementation Blueprint and critical device configurations. Customer will be responsible for the maintenance of any documentation post project completion. Sentinel will provide all documentation in both print and electronic formats.

### **Project Acceptance**

The Customer shall indicate its acceptance of the Service or Deliverable by signing the Project Completion Document. If multiple sites are included in the solution a separate Completion Document will be completed per site. Upon notification, Company has five (5) working days to schedule appropriate personnel to review the particular Services performed and sign the Completion Document. Signing of this document, or the Customer's failure to respond within the designated five (5) day period, signifies the Customer's acceptance of the Services performed. In order to refuse acceptance of the Services performed, the Customer must indicate non-acceptance on the Completion Document and immediately provide written notification to Sentinel, describing why Customer is rejecting the Services performed. Sentinel shall have ten (10) days after the receipt of such notice to correct the error given it is within Sentinel's scope to do so. Such time period to correct the error may be extended by mutual consent. Ongoing support and trouble ticket resolution will be the responsibility of the Customer or Cisco TAC (via purchased support contract) or Sentinel (via a purchased maintenance or retainer contract).



## **Proposal Assumptions**

### **Customer Overall Project Responsibilities**

The following is a list of tasks that Sentinel assumes have been completed by The Client prior to the installation of the above-mentioned project. Sentinel will only perform the following tasks; after a Project Change Request [PCR] has been signed by an authorized member of the Customer's IT Staff.

- Designate a Single Point of Contact (SPOC) as project coordinator to work with the Sentinel PM to be responsible for Customer activities, milestone responsibilities, and project planning.
- Designate a backup when a Customer contact is not available who has the authority to act on all aspects of the project in the absences of the primary contact.
- Customer team must be ready to respond to questions and requests for input and/or information within 8 hours of an information request from Sentinel.
- Notify Sentinel of any hardware and/or software upgrades or any other changes within Customer's network at least thirty (30) business days prior to the implementation or cutover after contract signature.
- During the life cycle of the project, notify Sentinel of any scheduled implementation activities within ten (10) business days of the scheduled activity.
- Customer will provide site building layouts, including the floor plans, location of cables and power sources when requested by Sentinel.
- Identify third-party equipment impacted by the project.
- Procure third-party equipment impacted by the project.
- Identify desired product, CPE, and station equipment placement; any rack or cabinet layouts; circuit demarcation locations and specifications; telephony interface requirements and specifications; and system and station features.
- Confirmation of the completeness and accuracy of the information provided to Sentinel will be the responsibility of Customer. All design changes that need to be made as a result of incomplete or inaccurate information may result in changes to the project fees and schedule.
- Collect and provide the Sentinel project team any needed information to complete Sentinel provided templates to ensure proper configuration.
- Provide any devices, hardware components, cabling, etc. not specifically provided for in the Bill of Materials. This includes, but is not limited to, appropriate racks or enclosures, rack shelves, rack mounting screws, copper or fiber optic cables.
- Customer is required to complete Sentinel Site Survey document. Sentinel will provide Customer with that document as well as a sample completed document to use as a reference. If Customer is unable to complete the Site Survey document, or fails to do so within project timelines, Sentinel will require that a Site Survey be performed and billed on a time and materials change order to the project.
- Schedule appropriate down-time to accommodate cutover with any relevant Customer departments.
- Post project management of all user accounts and passwords created during the installation.
- All configuration changes to existing infrastructure or legacy systems.
- Responsible for ensuring the existing backup server has an 8-Gigabit Fibre Channel (FC) host bus adapter (HBA) installed.



## General Proposal Assumptions

### Product Lead Times

Depending on the technologies quoted, orders may be through distribution or direct. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional expedite charge to source through a warehousing distribution partner.

### Site Readiness and Site Survey Requirement:

Every effort has been made to ensure proper power cords and patch cables have been included to match your environments infrastructure. The notes section of the Bill of Material explicitly states the quantity and type of cords quoted.

Three options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: **(SELECT AND INITIAL ONLY ONE)**

#### Initials **Option 1**

Customer waives the opportunity to complete a site/closet checklist, has reviewed the Bill of Materials and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]

#### **Option 2**

Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based on the provided checklist]

#### **Option 3**

Customer elects a "for charge" onsite survey of the facilities and closets to determine quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials changes identified post order will be Sentinels full responsibility, unless changes to the site have taken place subsequent to the site assessment]

### Power, Racks and Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or requiring electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the client and DO NOT represent a commitment by Sentinel that as sold the equipment is ready for the Customer site. Sentinel does offer a consulting service around technology area design (TAD) should the Customer prefer a more formal and accurate solution.

### Permits & Access

Sentinel assumes all permits, variances, access to facilities, roof access, building warranty concerns or other site specific information and procedures will be the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

### Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.



**Project Changes Request**

Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved Project Change Request (PCR).

**Trade-In Discount**

**\*The trade-in discount requires the customer to trade in the following equipment with all related parts within 90 days of the purchase of the new equipment. If the following equipment isn't returned in a timely fashion or if EMC rejects the trade-in then the full amount will be billed and due. Customer is required to box equipment for pickup.**

**Trade-In Equipment:**

**Cybernetics CY-miSAN-V8**

**The trade-in amount is subject to change if the configuration is changed. The trade-in credit assumes the entire proposal is purchased.**

CUSTOMER:  
City of El Mirage

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



## APPENDIX B

Customer Name: City of El Mirage

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Street Address: 12145 NW Grand Ave

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City, State, Zip: El Mirage, AZ 85335

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrentville Road, Downers Grove, Illinois 60515, and City of El Mirage (Customer) with principal offices at 12145 NW Grand Ave, El Mirage, AZ 85335 is hereby amended to include the following:

Commencement Date 04/02/15 Agreement No. Addendum No. 001r1

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### PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

### SUMMARY

**City of El Mirage**  
**Quote - EMC Storage and Backup Solution**  
**State Contract # ADSPO12-024651**

#### Hardware and Software

		<b>Extended Price</b>
EMC VNXe 3200 for City Hall	\$	27,635.55
EMC VNXe 3200 for Police Dept.	\$	17,469.60
EMC DD2200 Backup Appliance	\$	19,140.00
<b>Hardware and Software Total</b>	<b>\$</b>	<b>64,245.15</b>

#### Solution Maintenance & Support

		<b>Extended Price</b>
Maintenance & Support Total	\$	8,769.00
<b>Maintenance &amp; Support Total</b>	<b>\$</b>	<b>8,769.00</b>

#### TOTAL PROJECT

		<b>Extended Price</b>
Hardware and Software	\$	64,245.15
Solution Maintenance & Support	\$	8,769.00
Professional Services	\$	6,900.00
Trade-In Discount - <i>Please see Proposal Assumptions for additional details</i>		<b>(33,708.00)</b>
<b>Project Total</b>	<b>\$</b>	<b>46,206.15</b>
		<i>Plus applicable tax, shipping &amp; handling</i>



**EMC VNXE 3200 FOR CITY HALL**

Hardware and Software				
Part Number	Description	Qty	Unit Price	Ext Price
<b>Hardware and Software</b>				
V32D12AN5QS25	VNXe3200;2xSP DPE;25x2.5 DS;25x600GB 10K	1	13224.00	13224.00
V32-DAE-12	2U DAE WITH 12 x 3.5 INCH DRIVE SLOTS	1	1644.30	1644.30
V6-PS07-020	VNXe 3200 2TB NL SAS 12X3.5	9	626.40	5637.60
V32-PWR-12	2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A	3	0.00	0.00
VNXE-LS-SN	VNXe LICENSE SOLUTION PSNT AS LAC	1	0.00	0.00
456-104-909	VNXE3200 FAST SUITE =IC	1	0.00	0.00
456-104-905	VNXE3200 BASE DUAL SP ECOSYS =IC	1	4245.60	4245.60
456-106-747	VNXE3200 Remote Protection=IC	1	0.00	0.00
PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	1	0.00	0.00
VNXECAPTIB	VNXE OE PER TB HI CAP FOR VNXe3200	17	169.65	2884.05
<b>Hardware and Software Sub-Total</b>				<b>\$27,635.55</b>

**EMC VNXE 3200 FOR POLICE DEPT.**

Hardware and Software				
Part Number	Description	Qty	Unit Price	Ext Price
<b>Hardware and Software</b>				
V32D12AN5QS25	VNXe3200;2xSP DPE;25x2.5 DS;25x600GB 10K	1	13224.00	13224.00
V32-PWR-12	2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A	2	0.00	0.00
VNXE-LS-SN	VNXe LICENSE SOLUTION PSNT AS LAC	1	0.00	0.00
456-104-909	VNXE3200 FAST SUITE =IC	1	0.00	0.00
456-104-905	VNXE3200 BASE DUAL SP ECOSYS =IC	1	4245.60	4245.60
456-106-747	VNXE3200 Remote Protection=IC	1	0.00	0.00
PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	1	0.00	0.00
<b>Hardware and Software Sub-Total</b>				<b>\$17,469.60</b>

**EMC DD2200 BACKUP APPLIANCE**

Hardware and Software				
Part Number	Description	Qty	Unit Price	Ext Price
<b>Hardware and Software</b>				
DD2200	SYSTEM DD2200 NFS CIFS	1	0.00	0.00
DD2200-14TB	SYSTEM DD2200-7X2TB SAS 14TB NFS CIFS	1	13920.00	13920.00
DDOS-DOC-A3	DOCS; DD OS DOC; A3	1	0.00	0.00
C-FLDIN2200	OPTION FIELD INSTALL KIT DD2200	1	0.00	0.00
L-VTL-2200	LICENSE VTL OPEN SYSTEMS DD2200=IA	1	1305.00	1305.00
C-8GFC-M2PN	OPTION,DD 8GBIT FC,IO MODULE,L,C,2PORT	1	3915.00	3915.00
<b>Hardware and Software Sub-Total</b>				<b>\$19,140.00</b>



**MAINTENANCE AND SUPPORT**

Maintenance				
Part Number	Description	Qty	Unit	Ext. Price
<b>Maintenance</b>				
M-ENHSWE-002	ENHANCED SW SUPPORT	1	2342.00	<b>2,342.00</b>
WU-ENHHWE-02	ENHANCED HW SUPPORT-WARR UPG	1	1493.00	<b>1,493.00</b>
M-ENHSWE-002	ENHANCED SW SUPPORT	1	2342.00	<b>2,342.00</b>
WU-ENHHWE-02	ENHANCED HW SUPPORT-WARR UPG	1	912.00	<b>912.00</b>
M-ENHSWDD-E1	ENHANCED SOFTWARE SUPPORT (DD)	1	240.00	<b>240.00</b>
M-ENHHWDD-E1	ENHANCED SYSTEM SUPPORT (DD)	1	1440.00	<b>1,440.00</b>
<b>Maintenance Sub-Total</b>				<b>8,769.00</b>

Payment Terms: Labor – Net 30, Non-labor – 50% at contract, balance upon delivery for staging or to Customer location, whichever occurs first.

For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 120 days. If the storage period exceeds 120 days, Customer agrees to the following: a.) Customer will be responsible to pay a commercially reasonable rate for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.

Services are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If customer requires, Contractor can perform some of these services after hours at an overtime labor rate.

**Fixed Price**

For the charges listed above, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.

**This quote is valid for 30 days from 04 / 02 / 2015.**

CUSTOMER:  
City of El Mirage

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_



# Contract Amendment

State of Arizona

State Procurement Office

100 N. 15<sup>TH</sup> Avenue, Suite 201

Phoenix, AZ 85007

Contract No.: ADSPO12-024651

PAGE  
1 OF 2

Amendment No.: Two (2)

**CONTRACTOR:**

Sentinel Technologies  
1241 W. Warner Road  
Suite 112  
Tempe, AZ 85284

**CONTACT:** Kevin Koski

**PHONE:** 480.897.5954

**EMAIL:** [kkoski@sentinel.com](mailto:kkoski@sentinel.com)

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT:** Delia Walters

**PHONE:** 602.542.9125

**EMAIL:** [Delia.Walters@azdoa.gov](mailto:Delia.Walters@azdoa.gov)

## NETWORK EQUIPMENT AND SERVICES

1. In accordance with Uniform Terms and Conditions, Paragraph 5.1, Amendments, on Page 16 of 34 and the Special Terms and Conditions Paragraph C. Contract Extensions five (5) Year Maximum on Page 18 of 38, the Contract is extended for the period of May 11, 2014 to May 10, 2015.
2. Special Terms and Conditions are revised as follows:
  - a. Section Z. Usage is revised to read:

*This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute (A.R.S.) §41-2632.*

*Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. §41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).*
  - b. Section AA. Administrative Fee is revised to read:
    1. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at [http://spo.az.gov/Cooperative\\_Procurement/SPC/default.asp](http://spo.az.gov/Cooperative_Procurement/SPC/default.asp).
    2. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.
    3. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.





REQUEST FOR COUNCIL ACTION

<b>DATE SUBMITTED:</b> 04/08/2015	<b>TYPE OF ACTION:</b>  <u>   </u> RESOLUTION # _____ <u>   </u> ORDINANCE # _____ <u>  X  </u> OTHER: Grant Funds	<b>SUBJECT:</b> Consideration and action to approve acceptance, if awarded, of Arizona Criminal Justice Commission (ACJC) Crime Victim Assistance grant funds, in the amount of \$32,491 for the Victim Advocate Program.
<b>DATE ACTION REQUESTED:</b> 04/21/2015		
<u>  X  </u> REGULAR <u>   </u> CONSENT		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Steven W. Campbell, Police Chief <i>by Tony A. Donald</i>
<b>RECOMMENDATION:</b> Approval to accept grant funds if awarded.
<b>PROPOSED MOTION:</b> I move to approve acceptance of grant funds applied for in the amount of \$32,491, if awarded to the Police Department from the Arizona Criminal Justice Commission (ACJC) for the Crime Victim Assistance Grant Program.

**DISCUSSION:** In the first half of FY15, the Victim Assistance Unit assisted 1,007 victims (290 domestic violence, 27 child abuse, 120 other person crimes, etc.). The El Mirage Police Department seeks to enhance the Victim Assistance Unit by utilizing Arizona Criminal Justice Commission grant funds to expand the current, part-time Victim Advocate to full-time. This will increase advocate availability and fill in existing gaps in service delivery. The expanded services will increase the number of hours available to assist with crisis intervention, assist with court orders, accompany victims to interviews and court appearances, and assist with emergency relocations. The Police Department seeks City Council approval to accept grant funds in the amount of \$32,491, if awarded, for this program in FY 2015/2016.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

*Robert Nilles*      4/15/15  
 Robert Nilles      Date

Approved as to form:

*Robert M. Hall*      4/17/15  
 Robert M. Hall, City Attorney      Date

City Manager:

*Dr. Spencer A. Isom*      4/17/15  
 Dr. Spencer A. Isom      Date

ACJC Grant Program: Crime Victim Assistance Grant Program

Period Title: FY 2016

Project Title: Victim Assistance

Purpose Area: General Victim Assistance

Has the program been providing services to victims for more than three years? Yes

Applicant Agency: Agency Name: El Mirage Police Department  
Department Name: Victim Assistance Unit  
DUNS Number: 077535144  
AFIS Vendor ID: 18660007670  
AFIS Mail Code: 7

Authorized Official: Campbell, Steven W (Chief of Police)  
Mailing Address: 12401 W. Cinnabar Ave  
El Mirage, Arizona 85335  
Email: scampbell@cityofelmirage.org  
Phone: 623-500-3000  
Fax: 623-500-3001  
Agency: El Mirage Police Department  
Department: Police Administration

Project Official: Rody, Iva (Victim Assistance Coordinator)  
Mailing Address: 12401 W. Cinnabar Ave  
El Mirage, Arizona 85335  
Email: irody@cityofelmirage.org  
Phone: 623-500-3000  
Fax: 623-500-3001  
Agency: El Mirage Police Department  
Department: Victim Assistance Unit

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Estimated total number of crime victims to be served by the program during the upcoming fiscal year: 2060

Approximate percentage of those crime victims to be served only by phone, mail, or e-mail: 80

Geographic areas served Program services will be provided to victims of crime within the city limits of El Mirage, Arizona.

Agency Mission Statement The El Mirage Police Department's mission is to enhance the quality of life in the City of El Mirage by employing the best business practices in law enforcement, holding ourselves accountable to those we serve, and developing partnerships with the community and other government entities in a manner that promotes the preservation of life and property, works with youth, assures timely response to crime victims, fosters close cooperation with neighboring jurisdictions, respects the rights of all people, and assures the fair and professional enforcement of laws.

Does the program charge or intend to charge for services? No

If yes, describe fee schedule:

Type of crime victims to be served (check all that apply)

- Aggravated assault
- Assault
- Child sexual abuse
- Domestic violence
- DUI
- Elder abuse/fraud
- Identity theft
- Robbery
- Sexual assault
- Survivors of homicide victims
- Other non-violent crimes

*If "Other non-violent crimes", please specify. If none, enter "None" in the box.*  
Property crimes including criminal damage, burglary, and theft.

*If "Other violent crimes", please specify. If none, enter "None" in the box.*  
None

Type of services provided (check all that apply)

- Criminal justice supports/advocacy
- Crisis counseling
- Emergency financial assistance
- Emergency legal advocacy
- Follow-up contact
- Information and referral
- Notification services
- Personal advocacy
- Victim compensation claim assistance

*If "Other", please specify. If none, enter "None" in the box.*  
None

For the upcoming fiscal year, please provide the estimated **total number** of **services** to be provided to crime victims in each service area below for the **program** requesting ACJC Victim Assistance funding. *A single victim may receive several different services.*

Crisis intervention services for the urgent emotional or physical needs of a victim which may include a 24-hour hotline for counseling or referrals for a victim.	206
Emergency temporary shelter for a victim who cannot safely remain in current lodging.	10
Petty cash for immediate emergency needs related to transportation, food, shelter, and other necessities.	20
Emergency temporary repairs such as locks and windows damaged as a result of a crime to prevent the immediate reburglarization of a home or apartment.	10
Follow-up counseling dealing with the victimization.	1,533
Assistance dealing with other social service and criminal justice agencies.	475
Assistance in obtaining the return of property kept as evidence.	10
Assistance in dealing with the victim's landlord or employer.	20
Referrals to other sources of assistance as needed.	2,060
Court-related direct services or petty cash that help victims participate in criminal justice proceedings including transportation to court, child care, meals, and parking expenses.	20
Court-related advocate services including escorting victims to criminal justice-related interviews, court proceedings, and assistance in accessing temporary protection services.	60
Notification of significant developments in the investigation or adjudication of the case.	600

Notification that a court proceeding for which the victim has been subpoenaed has been canceled or rescheduled.	10
Notification of the final disposition of the case.	600

Total 5,634

Indicate the number of times the program requesting ACJC Victim Assistance funding expects to provide the following services to assist victims with Crime Victim Compensation claims.

Provide verbal or written information about the Compensation Program.	800
Provide referral and/or transportation to Crime Victim Compensation Office.	50
Provide applications.	50
Provide assistance with completing the application.	50
Provide assistance with obtaining police reports, records, bills, etc.	50

Total 1,000

Please describe how the program requesting ACJC Victim Assistance funding assists victims with submitting or processing crime victim compensation claims. *Response is limited to 300 words.*

The Victim Assistance Unit provides in writing information about victim compensation to all crime victims qualifying of the assistance. In addition, Victim Assistance staff are available to provide explanation of the requirements of crime victim compensation and the application process, they assist with the application process, and gathering of needed information and documents. Continued advocacy and support services will be provided. Advocates liaison with the Maricopa County Attorney's Office's Victim Compensation Bureau to assist in the application process.

Number of paid program staff providing **direct** services to crime victims. *Do not include administrative staff.*  
 Full time: 3 Part time: 0

For the upcoming fiscal year, list the total **hours** expected to be worked by volunteers. *Must be in direct support of the program.*  
 1550 / 2,080 = 0.75

Describe your agency's practices in maintaining a community volunteer commitment. At a minimum include:

- Recruitment: how are volunteers recruited?
- Screening: what type of screening and interviews are conducted?
- Training: what type of training do volunteers receive (topics and frequency)?
- Activities: what type of duties are performed by volunteers?
- Supervision: how are volunteers supervised?
- Recognition Activities: how are volunteers recognized?

*Response is limited to 300 words.*

In FY16, the Victim Assistance Unit will be comprised of one Victim Assistance Coordinator, two Victim Advocate and a pool of volunteers and interns. The Victim Assistance Coordinator is responsible for volunteer recruitment, hiring and training of volunteers and interns. Applicants are held to the same hiring standards as both sworn and non-sworn law enforcement personnel and go through an extensive background process including a criminal history, drug screening, reference checks, polygraph. Both paid staff and volunteers perform functions of advocates. Volunteers and interns receive over forty hours of initial training and assessment prior to service delivery. This initial training includes attending the eight hour Crisis Response Training hosted by the Phoenix Fire Department, 20 hours of observation of officers through ride along and twelve hours of hands on training with advocates. Volunteers are encouraged to participate in internal and external trainings and conferences including the Attorney General's Basic Victims' Rights training. Topics included in both the initial volunteer training as well as ongoing training opportunities include Crisis Intervention, Mental Health, Substance Abuse, Child Abuse, Elder Abuse/Issues, Grief/Death Notification, Domestic Violence/Sexual Assault, and Victim Rights & Compensation. Volunteers are paired up in teams of two, comprised of one paid staff person and one volunteer available to provide on-scene crisis response, follow up contact, court assistance, notification and support services. Volunteers are supervised by both directly by the paid staff they are paired up with as well as oversight by the Victim Assistance Coordinator. In FY16, the El Mirage Police Department will increase its volunteer hours devoted to victim services to over 1,200 hours. Volunteers are recognized for their contributions in conjunction with Victims' Rights Week in April. Recognition includes a thank you letter from the Police Chief and a small token of appreciation which varies year to year.

**Problem Statement**

Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data (with citations) to define the severity of the identified problems. *Response is limited to 700 words.*

Enter narrative below:

El Mirage is no different than most communities in that crimes are occurring and victims are suffering at the hands of offenders. According to 2014 Uniform Crime Report (UCR) statistics for El Mirage, there were over 1000 Part I crimes reported and an additional 2,165 Part II crimes. According to crime statistics in the El Mirage Police Department's records management system, in 2014, the department received 4,942 crime related calls for service. (Note: these numbers are derived from how calls for service were received through the dispatching system and are defined differently than UCR) Over 56% of these occurred between the hours of 12:00pm and 10:00pm. These victims, as with many others, are left to deal with the aftermath of victimization. These crimes can have an unexpected impact on victims, affecting their emotional, financial, physical and psychological wellbeing. One example of psychological impact on victims is Post Traumatic Stress Disorder. According to the National Center for PTSD: "Studies have shown that as many as 90% of sexually abused children, 77% of children exposed to a school shooting, and 35% of urban youth exposed to community violence develop PTSD. And among people who are victims of a severe traumatic experience 60 – 80% will develop PTSD."

Prior to 2012, there were no services in the City of El Mirage devoted to serving crime victims. In 2012 the El Mirage Police Department began providing crime victim services to a very limited pool of victims with one Victim Advocate. Services to victims were minimally being met and victims were going un-served. For example, in 2012, 40 out of the 77 victims served by the unit received mandated services only, and in 2013, 50 out of 85 victims received mandated services.

While the mandated services are and remain a priority, the limited direct services became a concern. In an effort to maintain addressing the mandated needs and increase direct services, in FY14, the department again expanded the unit. With this growth came funding for a part-time advocate to focus on providing victims' rights mandated services and a full time Victim Assistance Coordinator to focus on direct services. This enhanced the level of services being provided, however did not effectively address the limitations the unit still faced related to funding restrictions of the part-time advocate restricted to solely perform duties mandated through state statute. This limitation does not allow for these victims to receive assistance other than related to statutorily mandated services. Often times, victims become frustrated and unresponsive to follow up attempts from the direct service advocates.

The El Mirage Police Department's Victim Assistance Unit currently serves as the primary resource in the community. Over the last two years, we have seen an increase in community members reaching out proactively to the advocates for assistance. Compared to 2013, the Victim Assistance Unit has seen an estimated 92% increase in the number of victims served in 2014. Contributing factors include the unit's adoption of proactively contacting victims through review of police reports, increased exposure of the program through posting program information on the city's website, newspaper, community functions, local cable channel as well as billboards. This enhanced exposure and increase in workload has added challenge to the unit's ability to effectively respond to the workload and often causes the full-time advocate and coordinator to work over their regularly scheduled hours. The unit is often unable to utilize the part-time advocate to even out the workload given the limited availability, scope and funding restrictions of the position. From a management perspective, this creates both fiscal challenges related to overtime, as well as a concern for staff well-being.

Finally, the community in El Mirage faces an overwhelming challenge related to proximity to help as most support services are located outside of the city. This presents a barrier for victims as most of them are often unaware of what is available as well as how to access these services. The availability of advocates plays a crucial role in serving these needs. Without an increase in advocate availability in El Mirage, there will continue to be gaps between victims and the services available to meet their needs.

**Project Summary**

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important and how it is unique. Also, include at least two specific, measurable program objectives. These objectives should outline specific program activity during the grant period. Refer to the sample application for examples. *Response is limited to 700 words.*

Enter narrative below:

The El Mirage Police Department's Victim Assistance Unit serves as a resource to the department in implementation of various strategies to promote a victim centered law enforcement approach. The Unit is currently comprised of one Victim Assistance Coordinator (funded by VOCA), one full-time Victim Advocate (funded by the city), one part-time Victim Advocate (funded by VRP), and a pool of volunteers and interns. The unit provides 24 hour crisis response and follow up to victims of crime utilizing paid staff and volunteers. Members devote themselves to providing comprehensive services to victims in order to promote safety, support, information, access, voice and accountability. Both paid staff and volunteers perform functions of advocates. Advocates initiate contact as crimes are reported to the police department and provide assistance to victims throughout the prosecution phase. Services provided include: crisis intervention, follow up contact, liaison with investigators, inform victims of their legal rights, notification, assistance with court orders, assist with restitution and compensation claims, accompany victims to interviews and court proceedings, victim impact statements, obtaining emergency funds to victims in need of imminent financial assistance and referrals to local support agencies. The unit strives to provide services that enhance victim safety, promote victim rights, encourage participation in the criminal justice process, and promote healing.

On October 27, 2014, the International Association of Chiefs of Police (IACP) and LogIn, Inc. recognized the El Mirage Police Department with the 2014 Excellence in Victim Services Award. The award recognizes law enforcement agencies that have developed and implemented innovative strategies for providing comprehensive services to victims of crime. The El Mirage Police Department received an Honorable Mention for the Victim Assistance Initiative in the Small Agency category.

In the first half of FY15 (July 2014 – December 2014), the Victim Assistance Unit served approximately 1,007 victims of the following crime categories: 290 domestic violence, 27 child abuse, 120 other person crimes and 570 property crimes. Approximately 25% of these victims were served in person or by telephone. Included in these numbers, 261 out of the 1,007 victims served received mandated victims' rights services and 776 of the 1,007 were served solely through written communication.

The proposed ACJC funded project encompasses the enhancement of the Victim Assistance Unit by utilizing ACJC funds to expand the current part-time VRP funded Victim Advocate to full-time, increasing advocate availability and filling in the existing gaps in service delivery. With the increased availability, in addition to mandated services, victims served during this time will receive additional non-mandated support services such as crisis intervention, follow up contact, liaison with investigators, inform victims of their legal rights, assistance with court orders, assist with restitution and compensation claims, accompany victims to interviews and court proceedings, victim impact statements, obtaining emergency funds to victims in need of imminent financial assistance and referrals to local support agencies. This will help victims achieve the outcomes identified in the goals for the project by addressing immediate needs of victims in lieu of referring to direct service advocates to fulfill these needs at a later date.

With a focus on the emotional, physical, financial, victims' rights and advocacy needs of victims, the Victim Assistance Unit will accomplish the following objectives:

1. Increasing the advocate position to full time, the unit will see in person and telephone contacts increase over the course of the year by an estimated 37%.
2. Increase the availability of EMPD VAU personnel by covering an additional three shifts per week.

### **Project Collaboration**

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with .  
*Response is limited to 300 words.*

Enter narrative below:

Buckeye Police Department  
Surprise Police Department  
Avondale Police Department  
Glendale Police Department  
Goodyear Police Department  
Peoria Police Department

Tolleson Police Department  
Wickenburg Police Department  
El Mirage City Prosecutor's Office  
Arizona Attorney General's Office  
Arizona Supreme Court  
Phoenix City Prosecutor's Office  
Glendale City Court  
Maricopa County Sheriff's Office  
Maricopa County Attorney's Office  
Maricopa County Adult Probation  
Arizona Coalition to End Sexual and Domestic Violence/ACESDV  
Maricopa Association of Governments  
AVON Order of Protection Task Force  
A New Leaf  
Winged Hope  
Parents of Murdered Children  
Kaity's Way

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 300 words.*

Enter narrative below:

The Department's Victim Assistance staff serves as one of the co-chairs of the West Valley Domestic Violence Fatality Review Team. Through this effort, we formally established collaboration with all nine local police agencies through IGA. The goal of Fatality Review is to examine fatalities or near fatalities involving domestic or family violence; identify systematic areas for improvement and make recommendations to the Attorney General. This requires a truly multi-disciplinary approach where team members provide perspective from their discipline as the team takes on the task of rebuilding the lives of the offender and victims in an attempt to identify what we can do as a community to reduce the number of deaths or near deaths related to family violence. At the end of the year, a report is prepared with recommendations based on gaps identified in the review; and provided to all team members and presented to the Arizona Attorney General. Partners include Buckeye Police Department, Surprise Police Department, Avondale Police Department, Glendale Police Department, Goodyear Police Department, Peoria Police Department, Tolleson Police Department and Wickenburg Police Department, Maricopa County Attorney's Office, Maricopa County Adult Probation, A New Leaf, Kaity's Way and POMC.

The Department co-facilitates the AVON Order of Protection Task Force and play a crucial role in accomplishing the team's goals. We serve as one of the Order of Protection Pilot Projects aimed at removing victims' from the responsibility of getting orders served. Through the success of this project in our city, we have spearheaded implementation of similar protocols in various other jurisdictions including, Wickenburg, Surprise and Mesa. Partners of this project include City of Phoenix Prosecutor's Office, O'Connor House, Arizona Supreme Court, Governor's Office Division for Women, Glendale Police Department, Wickenburg Police Department, Maricopa County Sheriff's Office, Glendale City Court, ACESDV, and Kaity's Way.

### **Performance Tracking**

Briefly describe how the program tracks statistical data for number of crime victims served, number of services provided, referrals, etc. *Response is limited to 300 words.*

Enter narrative below:

Service providers utilize intake sheets to collect information on scene and all other contacts. Currently the statistical data is transferred from these sheets into an excel spreadsheet and data is calculated through pivot tables. In FY16, the Department is purchasing a software system for staff to input data into. The software identified is *Apricot for Victims' Support*, <http://www.communitytech.net/solutions/victims-support>. The software allows for reports to be customized and conditioned to meet all grant tracking and reporting requirements. Statistical data collected and reports generated from this system include the number and type of victims served, demographics, the types and amount of services provided, and resources and referrals provided.

### **Evaluation Plan**

How will you evaluate the effectiveness of the program activities? Please indicate how the results of program evaluation activities have

made, or will make an impact on the way the program provides services to crime victims. *Response is limited to 700 words.*

Enter narrative below:

As a part of closure of case files, which is typically thirty days after the last contact or case activity, unit volunteers are tasked with assuring that program participants are either mailed or contacted by telephone to complete a satisfaction survey. The survey is designed to solicit feedback from victims who were served by the program in areas related to performance measures and program evaluation. In an effort to ensure the unit receives completed surveys, a minimum of ten surveys are completed via telephone per month. These are distributed and compiled on a monthly basis and discussed among unit staff in order to determine the effectiveness of program activities.

### Survey Response Rate

If the program uses a survey to measure program performance, please indicate the number of surveys administered and the number of survey responses received during the most recently completed fiscal year. Please describe efforts the program has made to increase or maintain a representative survey response rate. If the program does not use a survey then please indicate NONE in the box below. *Response is limited to 700 words.*

Enter narrative below:

Currently, the Victim Assistance Unit performs at least ten random telephonic surveys per month. These are performed by volunteers and those participating in the surveys remain anonymous. In addition, random sample of surveys are mailed to victims who did not receive a random telephonic surveys. In FY14, all surveys were mailed and there were no surveys returned complete. This prompted a recent change in strategy which included the random telephonic surveys. While FY15 is not yet complete, we have seen an increase in the survey completion which we attribute to the telephonic method. Since this change, we have received at least ten completed telephonic surveys and no completed mailed surveys per month. For FY16, we anticipate continuing and possible increasing the random telephonic surveys as wells as consideration to making them available on the Unit's website.

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### Goal: Economic Stability

Outcomes (please select at least 1):

Description	%
Percentage of crime victims reporting an increased knowledge of the victim compensation program, restitution, and other financial assistance services	80%
In this space you may optionally provide an additional quality measure of your own choice.	%

### Goal: Safety

Outcomes (please select at least 2):

Description	%
Percentage of victims who report understanding and initiating safety plans for meeting their immediate and ongoing safety needs	85%
Percentage of victims who report being able to better assess their safety needs.	85%
In this space you may optionally provide an additional quality measure of your own choice.	%

### Goal: Justice

Outcomes (please select at least 2):

Description	%
Percentage of victims reporting the information and assistance provided had a positive impact on their participation in the criminal justice system.	%
Percentage of victims reporting an increased understanding of their legal rights.	80%
Percentage of victims reporting increased knowledge of the legal system.	80%
In this space you may optionally provide an additional quality measure of your own choice.	%

**Goal: Quality Measures**

Outcomes (please select at least 3):

Description	%
Percentage of victims reporting overall satisfaction with services	90%
Percentage of community collaborators reporting positive satisfaction with services provided.	%
Percentage of victims who report they would recommend program services to other victims.	85%
Percentage of victims who reported that advocacy services that were provided were helpful.	85%
In this space you may optionally provide an additional quality measure of your own choice.	%

**Goal: Healing**

Outcomes (please select at least 3):

Description	%
Percentage of victims reporting an increased knowledge of services available.	85%
Percentage of victims who report having increased feelings of well being.	75%
Percentage of victims who report they know how to access short and long term resources available to meet their needs.	%
Percentage of victims reporting the provider's services increased their ability to cope.	70%
Percentage of victims completing treatment plan objectives.	%
In this space you may optionally provide any additional quality measure of your own choice.	%

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**Personnel**

Enter narrative below:

The requested ACJC funds will support the expansion of a current position from .5FTE funded by VRP to 1FTE with .5FTE funded by ACJC funds. Currently, the position is a .5FTE funded by the AG-VRP program which will serve as the match portion of the proposed project. With the expansion, the position will increase in focus from solely mandated victims' rights to providing a full array of direct services to victims. The purpose of this position is to provide support in the daily program operations of the Victim Assistance Unit. Responsibilities include providing crisis intervention, victim advocacy and support services to victims of Domestic Violence. Coordinates and works with law enforcement, city prosecutor's office, city court, outside agencies and victims of crime. This position is critical to the department's ability to completely serve all crime victims in the City of El Mirage.

Full Time/Part Time

Match	Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Amount	Total
<input type="checkbox"/>	Victim Advocate	.5	\$44,408.00	\$22,204.00	\$10,287.00	\$32,491.00
<input checked="" type="checkbox"/>	Victim Advocate	.5	\$44,408.00	\$22,204.00	\$10,287.00	\$32,491.00
					<b>Salary Subtotal: \$44,408.00</b>	
					<b>ERE Subtotal: \$20,574.00</b>	
					<b>Total: \$64,982.00</b>	
					<b>Match Total: \$32,491.00</b>	
					<b>Nonmatch Total: \$32,491.00</b>	

Overtime

Match	Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Amount	Total
					<b>Wages Subtotal: \$0.00</b>	
					<b>ERE Subtotal: \$0.00</b>	
					<b>Total: \$0.00</b>	
					<b>Match Total: \$0.00</b>	
					<b>Nonmatch Total: \$0.00</b>	

ERE Breakdown

Enter narrative below:

Health/Life Insurance (50% of total cost which is \$10,500) \$5,250  
 FICA(6.2%)/Medicare(1.45%)/Unemployment(3.44%)= (11.09%) \$2,462  
 ASRS/LTD (11.60%) \$2,575  
 Total = (22.69%) \$10,287.00

Consultant/Contractual Services

Enter narrative below:

Match	Expense Type	Hours	Rate	Total
				<b>Match Total: \$0.00</b>
				<b>Nonmatch Total: \$0.00</b>

Travel (In State)

Enter narrative below:

Match	Expense Type	Units	Amount	Total
				<b>Match Total: \$0.00</b>
				<b>Nonmatch Total: \$0.00</b>

Travel (Out of State)

Enter narrative below:

Match	Expense Type	Units	Amount	Total
				Match Total: \$0.00
				Nonmatch Total: \$0.00

**Match**

Enter narrative below:

Attorney General's Victims' Rights Program funds are granted annually. We have been awarded funding for FY15 and anticipate continued funding for FY16. These funds are PENDING and reflect the match amount for the listed .5 FTE Victim Advocate. These funds combined with ACJC funds will establish 1 FTE Victim Advocate position.

Match	Expense Type	Amount	Total
			Match Total: \$0.00
			Nonmatch Total: \$0.00

**Other Operating Expenses**

Enter narrative below:

Match	Expense Type	Type	Quantity	Each	Total
					Supplies Subtotal: \$0.00
					Registration/Training Subtotal: \$0.00
					Other Subtotal: \$0.00
					Total: \$0.00 Match Total: \$0.00
					Nonmatch Total: \$0.00

**Equipment Purchases**

Enter narrative below:

Match	Expense Type	Type	Quantity	Each	Total
					Capital Subtotal: \$0.00
					Non-Capital Subtotal: \$0.00
					Total: \$0.00 Match Total: \$0.00
					Nonmatch Total: \$0.00

If matching funds are required for this grant program, provide a description of what funds will be used as the required match. Attorney General's Victims' Rights Program funds are granted annually. We have been awarded funding in both FY14 and FY15 and anticipate continued funding for FY16. These funds are PENDING and reflect the match amount for the listed .5 FTE Victim Advocate.

**Total Project Cost**

Required Match: \$32,491.00

Match Total: \$32,491.00

Requested Total: \$32,491.00

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**Financial Capacity**

Will ACJC funds be used as matching funds for other grant program(s)? No

*If yes, please list the name(s) of the grant program and funding agency.***Audit Requirements**

Provide the date of your last financial audit (A-133 or independent audit).

6/30/2014

Did the audit result in finding listed in the Schedule of Findings and Questioned Costs?

No

**Policies & Procedures**

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?

Yes

Does the organization maintain written codes of conduct for employees?

Yes

Does the organization maintain written procurement policies and procedures?

Yes

**Accounting System**

Is there a separate account maintained for grant funds?

No

How frequently does posting to the General Ledger occur?

Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes

**Internal Controls**

Are time and effort distribution reports maintained for employees working fully or partially on grant programs and account for 100% of each employee's time?

Yes

Are employee time sheets supported by appropriately approved/signed documents?

Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?

Yes

Are all accounting entries and payments supported by source documentation?

Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?

Yes

Are the officials of the agency bonded or covered by a liability policy?

Yes

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Please upload the following documents:

All Applicants:

Total Program Budget

Most Recent Financial Audit (include management letter and schedule of findings if applicable)

Job descriptions for personnel to be funded by ACJC Victim Assistance Grant

Sample survey used to measure participant satisfaction with the services provided by the applicant program

Non-profit organizations please attach:

1. A letter from a prosecutor's office or law enforcement agency endorsing the application.
2. A Current board list that includes affiliations identifies current officers and provides the Chairman's contact information.

AND ONE OF THE FOLLOWING:

1. A copy of the organization's 501(c)(3) designation letter from the IRS.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above (1-3), if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

*Max size per upload 10MB.*

[EMPD VA Survey Revised.doc](#)

[Victim Advocate.pdf](#)

[Comprehensive Annual Financial Report.pdf](#)

[Single Audit Report.pdf](#)

[EMPD Budget.pdf](#)

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Special Conditions

1. ACJC grant funds shall be used to provide direct services to victims of crime.
2. ACJC grant funds shall not be used to supplant federal, state, county, or local funds that would otherwise be made available for such purposes.
3. The applicant shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved grant application and agreement.
4. The applicant agrees that it will incorporate the use of volunteers in its program to the extent that such volunteers contribute to the effective and efficient provision of services to crime victims.
5. The applicant agrees to promote coordinated public and private efforts to assist crime victims within the community served.
6. The applicant agrees that ACJC grant funds are not to be expended for any indirect costs that may be incurred in administering the funds.
7. The applicant agrees to expend funds only in the approved budget categories for the amount approved.
8. The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.
9. The applicant agrees to retain all books, account reports, files, and other records for a period of five years after the completion of the expiration of the project. All such documents shall be subject to inspection and audit at reasonable times.
10. The applicant agrees to provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
11. The applicant agrees to remit all unexpended ACJC grant funds to the Commission within 30 days of receipt of a written request from the Commission.
12. The applicant agrees to submit Monthly Financial Reports to the Commission through the Grants Management System (GMS). Financial reports are due on the 25th of each month. An Annual Performance Report is required to be submitted to the Commission on the forms provided. It is due August 15, 2015. In the event that reports are not received on or before the required date(s), the Commission may require more frequent reports. Funding will be suspended until such time as the delinquent report(s) are received.
13. The applicant agrees to comply with all applicable requirements of A.R.S. § 41-1463, all applicable state and federal civil rights laws, and Executive Order 1999-4 and 2000-4. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the basis of race, color, religion, national origin, sex, age, or disability against the applicant, the applicant will forward a copy of the findings to the Commission.
14. The applicant will assign to the Commission any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the applicant in exchange for grant funds provided.
15. The applicant agrees to use arbitration in the event of disputes in accordance with the provisions of A.R.S. §12-1501 et. seq.
16. The applicant agrees that it is acting as an independent contractor and agrees to hold the Commission harmless for the actions of the grantee's employees.
17. The applicant agrees to obtain and maintain subrogation agreements from victims as a condition of receipt of assistance exceeding one hundred dollars (\$100) in direct financial aid.
18. The applicant agrees to comply with the applicable laws and provisions of the Arizona Crime Victim Assistance Program Rules A.A.C. R10-4-201 through R10-4-204.
19. The applicant agrees to submit, upon request, a copy of its financial audit for the most recently completed 12-month period.
20. The applicant assures that it will collect and maintain information on victim services provided by ethnicity, sex, age, and

disability.

21. The applicant assures that it will comply with all applicable state and federal drug-free workplace requirements.

22. The applicant assures that it will comply with all state and federal laws regarding privacy during the course of the program. All information relating to clients should be treated with confidentiality. Information shall be disclosed to the Commission, when requested, in compliance with the Crime Victim Assistance Program Rules, state and federal laws, and the grant agreement.



On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> 04/17/2015	<b>TYPE OF ACTION:</b> <input checked="" type="checkbox"/> <b>RESOLUTION</b> # <u>R15-04-05</u> <input type="checkbox"/> <b>ORDINANCE</b> # _____ <input type="checkbox"/> <b>OTHER:</b> _____	<b>SUBJECT:</b> Consideration and action to approve Resolution R15-04-05 authorizing the City Manager to conduct a 2015 full special (mid-decade) census in El Mirage, if either the City of Phoenix, Mesa, or Tucson decide to conduct a mid-decade census in 2015.
<b>DATE ACTION REQUESTED:</b> 04/21/2015		
<input checked="" type="checkbox"/> <b>REGULAR</b> <input type="checkbox"/> <b>CONSENT</b>		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Robert Nilles – Finance Director 
<b>RECOMMENDATION:</b> Adopt Resolution R15-04-05
<b>PROPOSED MOTION:</b> I move to adopt Resolution R15-04-05
<b>ATTACHMENTS:</b> Resolution R15-04-05, Special Census Scenario Worksheet

**DISCUSSION:** Last year Prescott Valley proposed legislation that would reallocate State Shared Revenues (SSR) by using state population estimates rather than the 2010 census numbers. The proposal was voted down and it was recommended that if Cities and Towns wanted to update their population numbers for SSR purposes they could conduct a special (mid-decade) census. At that time it was anticipated that only a couple of Cities or Towns would consider conducting a special census. To date nine Cities and Towns have taken steps to conduct a special census and, as a result, now Phoenix and Mesa are contemplating similar action.

If either Phoenix, Mesa, or Tucson move forward with a special census the potential loss of SSR for El Mirage would balloon from an estimated \$900,000, over the next five-year period, to \$1,600,000. A reduction in SSR of that size would incentivize the City of El Mirage to conduct a special census. MAG has estimated it will cost El Mirage \$600,000 to conduct a special census, some of which may be spent before the end of this fiscal year 2015. An application for a more accurate cost estimate has been submitted to the U.S. Census Bureau. As soon as the Census Bureau estimate is received it will be shared with the Council. City Staff, in consultation with MAG Staff, estimate that El Mirage can reduce its loss of SSR to less than \$700,000 over the next five years; and if population numbers exceed estimates, El Mirage may in fact see a gain in SSR over the same five-year period.

This Friday's meeting at the League of Arizona Cities and Towns (League) suggests there may be an amicable alternative that would reduce the number of Cities seeking a special census. But as of today, the possibility that Phoenix, Mesa or Tucson may conduct a special census cannot be ignored. If either of these cities move forward, it will be necessary for El Mirage Staff to act quickly to ensure that a census can be conducted here. Therefore, Staff seeks this Resolution to give the City Manager authority to move forward should Phoenix, Mesa, or Tucson proceed with a full special census.

Should the Resolution be approved, the City Manager will keep the Council apprised of activities and expenses associated with a special census in El Mirage.

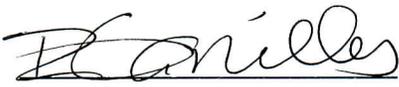
**FISCAL IMPACT:** TBD

**DEPARTMENT LINE ITEM ACCOUNT:** TBD

**BALANCE IN LINE ITEM IF APPROVED:** TBD

Finance Director:

Approved as to form:

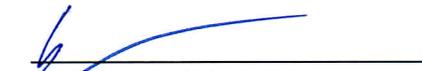
  
Robert Nilles

4/20/15  
Date

  
Robert M. Hall, City Attorney

4/20/15  
Date

City Manager:

  
Dr. Spencer A. Isom

4/20/15  
Date

**RESOLUTION R15-04-05**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE UNITED STATES CENSUS BUREAU, OTHER GOVERNMENTS, AND AGENCIES; AND TO TAKE ALL OTHER ACTIONS NECESSARY TO CONDUCT A FULL SPECIAL CENSUS TO INCLUDE AMENDING THE FISCAL YEAR 2015 BUDGET AS NEEDED TO APPROPRIATE FUNDS TO PAY FOR EXPENDITURES INCURRED PRIOR TO JULY 1, 2015.**

**WHEREAS**, the decision by several Arizona Cities and Towns to conduct a full special census will negatively impact the City of El Mirage’s portion of State Shared Revenues; and

**WHEREAS**, the City of Phoenix, as a result of the decisions to conduct a special census by several Arizona Cities and Towns, is now contemplating conducting its own 2015 full special census; and

**WHEREAS**, if the City of Phoenix or any other Arizona City with a population in excess of 300,000 conducts a full special census in 2015, the negative impact to the City of El Mirage would be substantial; and

**WHEREAS**, if the City of Phoenix or any other Arizona City with a population in excess of 300,000 conducts a full special census in 2015, it will be to the City of El Mirage’s benefit to conduct its own full special census to lessen the fiscal impact of a decision by El Mirage not to conduct a full special census; and

**WHEREAS**, conducting a full special census was not anticipated in the current 2015 adopted budget;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council that if any City in excess of 300,000 population participates in the 2015 full special census, the City Manager is hereby authorized to make all budget transfers and to take all actions necessary to conduct an El Mirage full special census.

**PASSED AND ADOPTED** by the City Council this 21<sup>st</sup> day of April, 2015.

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Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

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Sharon Antes, City Clerk

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Robert Hall, City Attorney

CITY/TOWN	Population			State Shared Revenue Distribution Change					CITY/TOWN
	Population 2010 Census	Population 2014 Estimate*	Pct. Chg.**	1: ALL STATE	2: MAG & PRESCOTT VALLEY	3: CONDUCTING CENSUS (7 Jurisdictions)	4: CONDUCTING & CONSIDERING CENSUS (9 Jurisdictions)	5: CONDUCTING/CONSIDERING & PHOENIX & MESA (11 Jurisdictions)	
APACHE JUNCTION	35,840	37,639	↑ 5.02%	↑ \$37,815	↑ \$149,855	↓ (\$127,579)	↓ (\$193,563)	↓ (\$319,250)	APACHE JUNCTION
AVONDALE	76,238	78,090	↓ 2.43%	↓ (\$522,894)	↓ (\$371,256)	↓ (\$367,440)	↓ (\$409,617)	↓ (\$772,665)	AVONDALE
BUCKEYE***	50,876	58,795	↑ 15.57%	↑ \$1,604,786	↑ \$1,718,956	↑ \$2,142,211	↑ \$2,109,683	↑ \$1,829,699	BUCKEYE***
CAREFREE	3,363	3,453	↓ 2.68%	↓ (\$20,638)	↓ (\$13,933)	↓ (\$16,208)	↓ (\$18,069)	↓ (\$34,084)	CAREFREE
CAVE CREEK	5,015	5,354	↑ 6.76%	↑ \$29,092	↑ \$39,488	↓ (\$24,170)	↓ (\$26,945)	↓ (\$50,827)	CAVE CREEK
CHANDLER***	236,326	249,423	↑ 5.54%	↑ \$529,578	↑ \$1,013,916	↑ \$2,809,469	↑ \$2,671,478	↑ \$1,483,718	CHANDLER***
EL MIRAGE	31,797	32,857	↓ 3.33%	↓ (\$134,017)	↓ (\$70,214)	↓ (\$153,250)	↓ (\$170,841)	↓ (\$322,260)	EL MIRAGE
FLORENCE	25,536	26,828	↑ 5.06%	↑ \$30,129	↑ \$109,988	↓ (\$90,900)	↓ (\$137,914)	↓ (\$227,466)	FLORENCE
FOUNTAIN HILLS	22,489	23,090	↓ 2.67%	↓ (\$138,258)	↓ (\$93,421)	↓ (\$108,389)	↓ (\$120,831)	↓ (\$227,924)	FOUNTAIN HILLS
GILA BEND	1,922	1,960	↓ 1.98%	↓ (\$15,723)	↓ (\$11,917)	↓ (\$9,263)	↓ (\$10,327)	↓ (\$19,479)	GILA BEND
GILBERT***	208,352	235,493	↑ 13.03%	↑ \$5,025,708	↑ \$5,482,995	↑ \$7,178,269	↑ \$7,047,985	↑ \$5,926,560	GILBERT***
GLENDALE	226,721	232,680	↓ 2.63%	↓ (\$1,423,046)	↓ (\$971,221)	↓ (\$1,092,713)	↓ (\$1,218,144)	↓ (\$2,297,797)	GLENDALE
GOODYEAR***	65,275	74,743	↑ 14.50%	↑ \$1,856,604	↑ \$2,001,742	↑ \$2,539,804	↑ \$2,498,454	↑ \$2,142,525	GOODYEAR***
GUADALUPE	5,523	6,084	↑ 10.16%	↑ \$86,899	↑ \$98,713	↓ (\$26,619)	↓ (\$29,674)	↓ (\$55,975)	GUADALUPE
LITCHFIELD PARK	5,476	5,893	↑ 7.62%	↑ \$45,459	↑ \$56,902	↓ (\$26,392)	↓ (\$29,422)	↓ (\$55,499)	LITCHFIELD PARK
MARICOPA***	43,482	46,708	↑ 7.42%	↑ \$371,370	↑ \$510,405	↓ (\$154,782)	↑ \$801,204	↑ \$637,404	MARICOPA***
MESA	439,041	455,567	↓ 3.76%	↓ (\$1,297,954)	↓ (\$413,320)	↓ (\$2,116,019)	↓ (\$2,358,913)	↑ \$444,766	MESA
PARADISE VALLEY	12,820	13,457	↑ 4.97%	↑ \$7,249	↑ \$33,380	↓ (\$61,788)	↓ (\$68,880)	↓ (\$129,930)	PARADISE VALLEY
PEORIA***	154,065	163,839	↑ 6.34%	↑ \$706,525	↑ \$1,024,673	↑ \$2,204,121	↑ \$2,113,479	↑ \$1,333,272	PEORIA***
PHOENIX	1,447,128	1,506,439	↓ 4.10%	↓ (\$2,863,439)	↑ \$61,811	↓ (\$6,974,634)	↓ (\$7,775,240)	↑ \$2,899,274	PHOENIX
QUEEN CREEK***	26,361	31,767	↑ 20.51%	↑ \$1,212,375	↑ \$1,274,062	↑ \$1,502,747	↑ \$1,485,172	↑ \$1,333,896	QUEEN CREEK***
SCOTTSDALE	217,385	225,698	↓ 3.82%	↓ (\$604,548)	↓ (\$166,281)	↓ (\$1,047,717)	↓ (\$1,167,983)	↓ (\$2,203,177)	SCOTTSDALE
SURPRISE***	117,517	123,797	↑ 5.34%	↑ \$195,315	↑ \$435,707	↓ (\$566,389)	↑ \$1,258,411	↑ \$668,886	SURPRISE***
TEMPE	161,719	169,529	↑ 4.83%	↑ \$25,520	↑ \$354,716	↓ (\$779,427)	↓ (\$868,896)	↓ (\$1,639,007)	TEMPE
TOLLESON	6,545	6,777	↓ 3.54%	↓ (\$23,548)	↓ (\$10,388)	↓ (\$31,545)	↓ (\$35,165)	↓ (\$66,333)	TOLLESON
WICKENBURG	6,363	6,602	↓ 3.76%	↓ (\$18,960)	↓ (\$6,140)	↓ (\$30,667)	↓ (\$34,188)	↓ (\$64,488)	WICKENBURG
YOUNGTOWN	6,156	6,415	↓ 4.21%	↓ (\$10,224)	↑ \$2,233	↓ (\$29,670)	↓ (\$33,075)	↓ (\$62,391)	YOUNGTOWN
<b>MAG TOTAL</b>	<b>3,639,331</b>	<b>3,828,977</b>	<b>↑ 5.21%</b>	<b>↑ \$4,691,176</b>	<b>↑ \$12,241,453</b>	<b>↑ \$4,541,058</b>	<b>↑ \$5,278,178</b>	<b>↑ \$10,151,449</b>	<b>MAG TOTAL</b>
<b>ARIZONA TOTAL</b>	<b>5,024,437</b>	<b>5,259,359</b>	<b>4.68%</b>						

Sources: U.S. Bureau of the Census, 2010 Decennial Census; Arizona Department of Administration, Office of Employment and Population Statistics, 2014 Population Estimates; Revenue data and methodology from FY2015 shared revenue budget estimates by the League of Arizona Cities and Towns.

\*Note 1: If the 2014 population estimate is less than the 2010 Census population, then the 2010 Census population is used.

\*\*Note 2: Arrows for percent population change indicate whether percent change from 2010 to 2014 is higher or lower than the State total for the Incorporated area population of 4.68%

\*\*\*Note 3: 2014 Population Estimates utilized for jurisdictions conducting and considering Census 2015 ( Buckeye, Chandler, Gilbert, Goodyear, Maricopa, Peoria, Prescott Valley, Queen Creek, Surprise)