

**CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Council Chambers
310 N. 4th Street**

5:30 P.M.

AGENDA

Tuesday, January 20, 2015

REGULAR MEETING

CALL TO ORDER & ROLL CALL

INVOCATION will be given by Jerry Dunn of Oak Street Baptist Church.

PLEDGE OF ALLEGIANCE

THE COUNCIL MAY GO INTO EXECUTIVE SESSION FOR LEGAL COUNSEL IN ACCORDANCE WITH A.R.S.38-431.03(A) 3 TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

1. APPROVAL OF MINUTES

The Regular Meeting minutes of January 6, 2015.

2. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time. Comments from the Public will be restricted to items not on the agenda with the exception of those on the Consent Agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes.

3. CONSENT AGENDA

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

a. Special Event Liquor License Application

Applicant Lisa Bruno of the Venture Club of Kingman, Inc. has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, April 18, 2015, from 6:00 P.M. to 12:00 A.M., at 112 N. 4th St in Kingman. **Staff recommends approving the special event liquor license application.**

b. Acceptance of Stockton Hill Road right of way dedication from Wadsworth Development Group, ENG13-034

Wadsworth Development Group recently completed a deceleration lane on Stockton Hill Road adjacent to the Tractor Supply center. The improvement plans required a small right of way dedication for the deceleration lane and associated ADA ramps. Wadsworth has signed the forms which will dedicate the right of way to the City. Staff has reviewed the documents and recommends that Council accept the Deed of Dedication. **Staff recommends that Council approve the Deed of Dedication and authorize the Mayor to sign on behalf of the City.**

c. Consideration of Agreement with Freiday Construction, Inc. for Construction Manager at Risk preconstruction services related to the installation of 11 water related projects,

10 sewer projects and the Castle Rock Tanks rehabilitation project (Contract No. ENG14-084)

Staff has completed the process for selecting a Construction Manager at Risk (CMAR) for multiple water and sewer projects. The selection process is governed by A.R.S. 34-602 and requires that a committee review proposals and select the contractor on the basis of demonstrated competence and qualifications. The selection committee, comprised of City staff and a licensed local contractor, has ranked Freiday Construction, Inc. as the most qualified contractor. A brief description of these projects, their anticipated budget and their locations are shown on the attached Request for Qualifications. These improvements are necessary to replace existing aging water and sewer mains, expand and close gaps in service areas and rehabilitate two steel water tanks. A.R.S. 34-605 requires that the City hire the CMAR for both preconstruction and construction services. The attached Contract will cover the preconstruction services. It is expected that a separate agreement for construction services will be forthcoming in the next 30 to 60 days. Staff has requested a fee proposal from Freiday Construction, Inc. to cover the preconstruction/design phase of the project. The contract will include services associated with project meeting attendance, plan reviews, input on the design, recommendations on design alternatives, constructability reviews, underground investigations, structural engineering and water tank designs, construction phasing proposals, project scheduling and cost model preparation. Freiday Construction, Inc. has prepared a proposal to complete the design phase assistance for a not to exceed price of \$56,100. Staff recommends that the agreement with Freiday Construction, Inc. be approved. **Staff recommends that the Council approve the agreement and that the Mayor be authorized to sign the agreement on behalf of the City.**

d. Ordinance 1793 – Housekeeping Text Amendment to Correct and Simplify Section 8A-445(h) of the Kingman Tax Code

Ordinance 1793 provides a housekeeping text amendment to correct and simplify the Kingman Tax Code Section 8A-445(h) for rental, leasing, and licensing for use of real property. The Arizona Department of Revenue collects for Kingman the city tax applied to renting, leasing and licensing of real property; however, paragraph (h) of Section 8A-445 as historically drafted is incongruent with this intent and needs to be corrected by replacing the text of section 8A-445(h) with the word “reserved.” **Staff recommends Council adopt Ordinance No. 1793 which corrects and simplifies Kingman Tax Code Section 8a-445(h).**

e. Renewal of LaPaz County IGA for Housing Inmates

The three (3) year agreement with LaPaz County will expire on January 30, 2015. LaPaz County would like to continue for an additional three (3) years with no changes to the IGA. This agreement has resulted in savings to the City between \$10,000- \$12,000 each year. **Staff recommends the Council approve the IGA and Resolution.**

f. Self-Contained Breathing Apparatus (SCBA) Purchase

The replacement of Self-Contained Breathing Apparatus (SCBA) is scheduled in the 2016 capital improvements plan for up to \$410,000. The department applied for and was awarded Assistance to Firefighters Grant (AFG) through the Federal Emergency Management Agency for \$264,000. The bid for the required SCBA, facepieces, and cylinders was \$243,236.16 plus tax. The grant covered the required quantities and pricing of items within the request; the city is required to fund a 10% match and optional items which are necessary for implementation and operation of these units. In anticipation of the grant application process, the city budgeted in 2015 matching funds for the grant and options of \$90,967. The Kingman Fire Department

SCBA Committee, comprised of operations personnel, conducted extensive testing as well as product review to ensure that the department met its specifications and met the requirements of National Fire Protection Association (NFPA) 1852. The committee overwhelmingly selected MSA brand SCBA. The City Attorney and Finance Director reviewed the grant proposal and award for compliance with the city's purchasing policy. The Kingman Fire Department recommends the purchase of MSA required quantities and pricing through United Fire for \$262,938.29 including sales tax. In addition, the department recommends the purchase of the optional items listed within the bid proposal in the amount of \$58,894.08 for a combined bid award of \$321,832.37. United Fire was the sole bid received for the department's Request For Bids on SCBA. **Staff recommends awarding the bid for Self-Contained Breathing Apparatus to United Fire Equipment Company in the amount of \$321,832.37.**

4. OLD BUSINESS

None.

5. NEW BUSINESS

Consideration of the City of Kingman Initiating an Application to Amend the Project Land Use Map of the City of Kingman General Plan Update 2030 to designate 159.8-acres of the 168-acres located in the south portion of Section 9, Township 21 North, Range 16 West, Gila and Salt River Meridian from "Open Space/Parks" to "Regional Commercial". The location of this property is located south of Interstate-40, north of the Airfield Avenue alignment, between the Sage Street and Cherokee Street alignments.

The Kingman General Plan designates the 168.42-acres located south of I-40, north of the Airfield Avenue alignment, and between the Sage Street and Cherokee Street alignments as "Open Space/Parks". Attached is an application for the City Council to consider for a major plan amendment to change the designation from "Open Space/Parks" to "Regional Commercial". The current Projected Land Use Map was adopted on March 4, 2014 with the adoption of the City of Kingman General Plan Update 2030. The citizens ratified the General Plan Update on November 4, 2014, 3249 (55.43%) in the affirmative to 2612 (44.57%) in the negative. An element of the General Plan Update is the Transportation Element. This element adopts the Kingman Area Transportation Study Update (KATS), which was adopted May 3, 2011. The KATS Study identified two new traffic interchanges on I-40. One interchange is the Kingman Crossing Interchange and the other is the Rancho Santa Fe Parkway Interchange. Neither interchange has been funded. The City owns approximately 168-acres south of the proposed Kingman Crossing Interchange. On May 7, 2007, the City Council adopted Resolution #4425 which amended the General Plan to designate the City's land "Regional Commercial". The citizens repealed Resolution #4425 by referendum on November 6, 2007 by a vote of 1498 "for" and 2309 "against." The Design Concept Report for the Kingman Crossing Traffic Interchange was subsequently amended to have no access south of the interchange across the City's property. Since that time, there has been concern with adequate access from the southeastern quadrant of the City to the remainder of the City. A closure on Hualapai Mountain Road at the railroad crossing bridge spurred interest in providing better access than what Eastern Street provides. Staff was asked to place this item on the agenda for the City Council to consider initiating an application for a major plan amendment to change this designation. A major plan amendment can only be considered once a year and that time, by ordinance, is the month of May. At least 60-days prior to the Planning and Zoning Commission public hearings (it must have at least two hearings in different locations), notification must be provided to Mohave County Development Services Department., WACOG, the Arizona Commerce Authority, and the Arizona Department of Water

Resources. The first public hearing for the Planning and Zoning Commission is April 14th.
Council direction.

6. REPORTS

Board, Commission and Committee Reports by Council Liaisons

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, availability/attendance at conferences and seminars, requests for agenda items for future meetings.

If needed.

ADJOURNMENT

Posted _____ by _____

**CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Council Chambers
310 N. 4th Street**

5:30 P.M.

MINUTES

Tuesday, January 6, 2015

REGULAR MEETING

Members	Officers	Visitors Signing in
Richard Anderson – Mayor	John Dougherty, City Manager	See attached list
Mark Wimpee, Sr. – Vice Mayor	Robert DeVries, Chief of Police	
Mark Abram	Carl Cooper, City Attorney	
Larry Carver	Jake Rhoades, Fire Chief	
Jen Miles	Joe Dorner, Asst. Fire Chief	
Stuart Yocum	Mac Nelson, Fire Inspector	
Carole Young	Greg Henry, City Engineer	
	Jackie Walker, Human Resource Director	
	Mike Meersman, Parks and Recreation Director	
	Coral Loyd, Financial Services Director	
	Gary Jeppson, Development Services Director	
	Rob Owen, Public Works Director	
	Sydney Muhle, City Clerk	
	Erin Roper, Recording Secretary and Deputy City Clerk	

CALL TO ORDER & ROLL CALL

Mayor Anderson called the meeting to order at 5:31 P.M. and roll call was taken. All councilmembers were present. The invocation was given by Grif Vautier of Kingman Presbyterian Church after which the Pledge of Allegiance was said in unison.

THE COUNCIL MAY GO INTO EXECUTIVE SESSION FOR LEGAL COUNSEL IN ACCORDANCE WITH A.R.S.38-431.03(A) 3 TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

1. APPROVAL OF MINUTES

The Regular Meeting minutes of December 16, 2014.

Vice Mayor Wimpee, Sr. made a MOTION to APPROVE the Regular Meeting minutes of December 16, 2014. Councilmember Yocum SECONDED and it was APPROVED by a vote of 7-0.

2. PROCLAMATION

General Aviation Appreciation Month

This item was discussed after item “3a”.

Mayor Anderson stated January was general aviation appreciation month. Mayor Anderson stated Kingman had been fighting for years to retain essential air service and the members of the Kingman Airport Authority (KAA) were working towards preserving the service. Mayor Anderson read the proclamation.

3. APPOINTMENTS

a. Appointments to the Clean City Commission

On December 18, 2014, the Clean City Commission reviewed one current Boards and Commissions application from John R. Carpenter. Mr. Carpenter was in attendance at the meeting and voiced his interest in serving on the commission. Mr. Carpenter lives within the city limits and is a registered voter. David Wolf is completing his first term on the CCC and expressed interest in being reappointed. Another commission member, Raymond Tapia, asked not to be reappointment which leaves a second vacancy on the commission. The commission members voted unanimously, 4-0, to recommend that the City Council appoint John R. Carpenter and reappoint David Wolf to the Clean City Commission. **Appoint John R. Carpenter to his first three-year term ending December 31, 2017. Reappoint David Wolf to his second three-year term ending December 31, 2017.**

Mayor Anderson asked if John Carpenter or David Wolf were present. Mr. Wolf was not present.

Mr. Carpenter addressed the Council and stated he was a retired marine who relocated to Kingman. Mr. Carpenter stated he had an antique shop on Beale Street and wanted to become a member of the Clean City Commission in order to help make Kingman a nice place to live during his retirement.

Councilmember Miles made a MOTION to APPOINT John R. Carpenter and REAPPOINT David Wolf to the Clean City Commission. Councilmember Yocum SECONDED and it was APPROVED by a vote of 7-0.

b. Discussion and possible action concerning adding a council liaison to veterans' groups

Mayor Anderson stated Lake Havasu City formed a veterans' court to help veterans in times of duress. Mayor Anderson stated Bullhead City also formed a similar program. Mayor Anderson suggested having a resource for veterans' groups to come to for assistance. Mayor Anderson stated he did not intend for the liaison position to assist individual veterans.

Councilmember Abram asked if the liaison would go to each individual group's meetings or be available for contact by the groups.

Mayor Anderson stated the liaison would be an open person for the groups to contact. Mayor Anderson stated he received many messages each week from local veterans' groups and the liaison position would take over handling these messages. Mayor Anderson stated the liaison would not be a problem solver, but a resource to provide guidance.

Vice Mayor Wimpee, Sr. asked if the liaison would communicate with the Department of Veterans Affairs (VA).

Mayor Anderson stated it was possible, but the first step would be to speak with the local groups to determine what was appropriate.

Councilmember Young stated she wanted to see a description of the liaison's responsibilities before taking any action.

Vice Mayor Wimpee, Sr. made a MOTION to TABLE the discussion and possible action concerning adding a council liaison to veterans' groups until a description of the liaison's responsibilities could be provided. Councilmember Young SECONDED.

City Attorney Carl Cooper asked who would create the description of the liaison's responsibilities.

Mayor Anderson stated he would create a draft and work with City Manager John Dougherty to finalize it.

Mayor Anderson called for a VOTE on the MOTION and it was APPROVED by a vote of 7-0.

c. Appointments to the Board of Adjustment

The terms for commission members Robert Tinnell and Steven Francis expired on December 31, 2014. Board members Deborah Francis and Thomas Wilkinson resigned. The terms for Deborah Francis and Thomas Wilkinson end on December 31, 2015. The Board of Adjustment hears variance requests and appeals of the zoning administrator's decisions. There are no pending applications for a variance or appeal of a zoning administrator's decisions. Both Robert Tinnell and Steven Francis are willing to serve another term. Mr. Tinnell has served two terms and can be reappointed by a super-majority of the City Council. Mr. Francis has served one partial term and can be appointed by a simple majority. **Staff recommends reappointing Robert Tinnell and Steve Francis to another term on the Board of Adjustment ending December 31, 2017.**

Mayor Anderson asked if Steve Francis or Robert Tinnell were present, which they were not.

Councilmember Young made a MOTION to REAPPOINT Robert Tinnell to the Board of Adjustment. Vice Mayor Wimpee, Sr. SECONDED and it was APPROVED by a vote of 7-0.

Vice Mayor Wimpee, Sr. made a MOTION to REAPPOINT Steve Francis to the Board of Adjustment. Councilmember Abram SECONDED and it was APPROVED by a vote of 7-0.

4. AWARDS

Employee Recognition

In appreciation for their hard work, dedication, and loyalty the Mayor and Council would like to recognize employees who have reached years of service milestones, beginning at five years of service and continuing at each five year interval. Tonight the Mayor and Council hereby convey their earnest appreciation to:

<u>Yrs of Service</u>	<u>Name</u>	<u>Title</u>	<u>Department</u>
15	Gilbert, Dennis	Police Officer	Police
15	Cossio, Yvonne	Recreation Superintendent	Recreation
15	Ackerman, Chris	Wastewater Plant	Wastewater Department

		Operator III	
10	Bredenkamp, Bryan	Police Officer	Police
10	Cowin, Joshua	Fire Captain	Fire
10	Ravenberg, David	Fire Engineer	Fire
10	Rucker, Andrew	Fire Engineer	Fire
10	Mein, Joseph	Fire Engineer	Fire
10	Miller, Tanner	Fire Engineer	Fire
10	Medlin, Brandon	Fire Fighter	Fire
10	Barnes, Michael	Fire Fighter	Fire
10	Miller, Dennis	Police Officer	Police
5	Hopper, Evan	Police Officer	Police
5	McFadyen, Robert	Equip Operator A	Water Operating
5	Pichardo-Lopez, Mauricio	Groundskeeper	Golf Course
5	Perea, Orlando	Equip Operator B	Sanitation
5	Walker, Crystal	Public Transit Driver	Transit
5	Hudgens, Philip	Police Officer	Police
5	Schmitz, Jason	Police Officer	Police
5	Simonsen, Adam	Police Officer	Police

Mayor and Council would like to congratulate the following retirees on their retirement: Chuck Osterman who retired from the Fire Department on December 30, 2014 with over 38 years of outstanding service. Fred Warring who retired from the Fire Department on November 28, 2014 with over 30 years of outstanding service.

Badge Pinning Ceremony - Fire Department will recognize the following individuals on their achievements:

- Joesph Kyzer - Fire Fighter hired on November 30, 2014
- Marc Johnston – Promoted to Fire Engineer on November 30, 2014
- Michael Stapleton – Promoted to Fire Captain on November 30, 2014
- Jake Rhoades – Fire Chief hired on December 1, 2014

Mayor Anderson read the names of the employees who were present and gave a certificate to each employee. Mayor Anderson then read the list in entirety.

Fire Chief Jake Rhoades and Assistant Fire Chief Joe Dorner facilitated the badge pinning for the Fire Department’s new hires and promotions.

5. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time. Comments from the Public will be restricted to items not on the agenda with the exception of those on the Consent Agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes.

Carol Decker-Noli addressed the Council and stated she lived in Kingman’s historic downtown. Ms. Decker-Noli thanked the City for its efforts to clean up the area for the International Route 66 Festival in August, 2014. Ms. Decker-Noli stated she wanted the efforts to continue into the New

Year. Ms. Decker-Noli stated the easements between the sidewalks and streets needed to be addressed and wanted to know who was responsible for the upkeep. Ms. Decker-Noli stated the City mowed the weeds once a year in September, which exacerbated the weed problem. Ms. Decker-Noli stated she would like to see desert landscaping in this area. Ms. Decker-Noli asked the citizens of Kingman and the city to work together to clean up the neighborhoods. Ms. Decker-Noli asked the City to be proactive concerning water issues in the area and to investigate possible incentive programs that would encourage landowners to rethink grass and choose desert landscaping.

Mayor Anderson directed Mr. Dougherty to follow up on Ms. Decker-Noli's comments.

Mert Glancy addressed the Council and stated she owned Fifth Street Books located at Fifth Street and Spring Street in Kingman. Ms. Glancy stated she received a conditional business license two years ago with the stipulation that the building and bathrooms were renovated to meet the Americans with Disabilities Act (ADA) building codes. Ms. Glancy stated the business did not make enough money to cover the cost of updating the building, which caused her to lose the business license. Ms. Glancy asked why the City of Kingman's building codes were stricter than the federal and state codes. Ms. Glancy stated strict building codes were not conducive to the revitalization of downtown. Ms. Glancy asked why the business that previously occupied the building was able to use the space for 40 years without the ADA changes, but now that she had taken over half of the space it was a problem. Ms. Glancy asked the City to ease some of the restrictions for building codes in order to help downtown revitalization.

Mayor Anderson directed Mr. Dougherty to follow up on Ms. Glancy's comments.

6. **CONSENT AGENDA**

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

a. Award of bid for emergency equipment for police vehicles

The Kingman Police Department solicited bids for emergency equipment for two Chevrolet Tahoes and two Ford Police Interceptors. Four separate bids were submitted and opened on December 15, 2014. Two of the bidders, including the low bid, did not meet or follow the specifications listed in the bid documents. The remaining two bidders met and followed the bid documents. The lowest accurate bid submitted was by Arizona Emergency Products of Phoenix, Arizona. **Staff recommends accepting and awarding the bid to Arizona Emergency Products who submitted the low bid meeting the specifications contained in the bid documents.**

b. High Intensity Drug Trafficking Area (HIDTA) Grant Award

The Mohave Area General Narcotics Enforcement Team (MAGNET) has been awarded a grant in the amount of \$6,000.00 for the period of January 1, 2014 through December 31, 2015. The funds are limited to overtime costs incurred through Domestic Highway Enforcement (DHE) operations. The City of Kingman serves as the fiduciary for MAGNET. The City of Kingman has entered into prior agreements with the City of Tucson who serves as the fiduciary and disburses funds to a variety of HIDTA initiatives throughout the State of Arizona. **Staff recommends acceptance of the grant award and authorize expenditure for Domestic Highway Enforcement (DHE) operations.**

c. Liquor License Application

Applicant Noble Zubaid of Canyon 66 Restaurant and Lounge has applied for a Series 12 Liquor

License for a restaurant at 3100 E Andy Devine Ave. **Staff recommends approving the Liquor License Application.**

d. Special Event Liquor License Application

Applicant Scott Kern of Kingman Regional Medical Center Foundation has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, February 28, 2014, from 5:00 P.M. to 11:59 P.M., at 3801 Santa Rosa Dr in Kingman. **Staff recommends approving the special event liquor license application.**

e. Resolution No. 4928: Authorizing the Mayor to sign a Cooperative Procurement Agreement with Mohave County

The City of Kingman and Mohave County both procure similar products and services including pavement maintenance products, fuel, and construction maintenance services. This proposed agreement would give us the option of utilizing existing and future Mohave County contracts for products and services. The use of the Cooperative Procurement Agreement would be strictly voluntary on our part and would be evaluated on a case by case basis to ensure conformance with our Procurement Code and achieving the best pricing and timeliest delivery. **Staff recommends approving Resolution No. 4928 authorizing the Mayor to sign a Cooperative Procurement Agreement with Mohave County.**

f. Special Event Liquor License Application

Applicant Yvonne Woytovich of the Kingman Area Chamber of Commerce has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, February 21, 2014 from 6:00 P.M. to 10:00 P.M. at 112 N 4th St in Kingman. **Staff recommends approving the special event liquor license application.**

g. Consideration of a Professional Services Agreement with Sunrise Engineering, Inc for a Sewer Master Plan Update and Inflow - Infiltration Study, ENG14-112

The Adopted Budget includes sewer related projects for a Master Plan Update and an Inflow/Infiltration (I&I) Study. It has been over ten years since the last Master Plan update. The update is intended to identify and recommend solutions for the current and future sewer collection system as well as other key issues directed by staff. Specifically, the Master Plan will address the following: (1) Problem Areas and Capacity Issues within the existing Collection System, (2) Planning Key Interceptor Sewers for Growth and future Expansion Areas, (3) Creation of a Computer Model of the Sewer System and (4) Capital Improvement Needs and Cost Estimates. The I&I Study will identify, primarily within the downtown area, locations of storm water inflow and infiltration into the sewer system. Flows to the downtown sewer plant are known to increase substantially during wet weather. The Study will locate points of entry while modeling and recommending solutions to the issue. Staff has been in negotiations with Sunrise Engineering, Inc. regarding a proposal for the work. Sunrise Engineering is based in Mesa and has prepared numerous master plans for various Cities within Arizona. Sunrise has submitted a proposal for \$220,000 to complete all tasks associated with the Master Plan and the I&I Study. The Adopted Budget includes \$147,500 for the Master Plan Update and the Infiltration Study. The \$72,500 shortfall is expected to be utilized from the Wastewater Budget line item "I-40 Sewer Line Boring". Staff recommends reviewing the need and locations for I-40 Sewer Line bore locations with the new Master Plan update. The Update will confirm and possibly recommend additional boring locations under I-40 as well as other major roads and rail lines. **Staff recommends that Council approve the Professional Services Agreement with Sunrise Engineering and authorize the Mayor to sign the Agreement on behalf of the City.**

h. Report to Council on an Emergency Purchase Order to Repair City Well 2

Production at City Well # 2 dropped significantly in November. Inspection showed that the upper bearings on the column pipe were damaged. The well couldn't be operated without causing further damage. Five hundred feet of column pipe was pulled and replaced and the pump was rebuilt. Per the city procurement code, staff requested the Mayor authorize an emergency purchase order. All work has been completed and the well is back on line. This report is being filed with the Council in accordance with Section 2-160 of the Kingman City Code of Ordinances, governing procurement. **Staff recommends approval.**

Vice Mayor Wimpee, Sr. made a MOTION to APPROVE the Consent Agenda as presented. Councilmember Miles SECONDED and it was APPROVED by a vote of 7-0.

7. OLD BUSINESS
None.

8. NEW BUSINESS

a. Public Hearing and Consideration of Ordinance No. 1791 to Amend Section 25.00 SIGN CODE, Subsection 25.500.1. PROHIBITED SIGNS of the Zoning Ordinance of the City of Kingman to Clarify that vehicles used for signage are prohibited. Case No. CI14-006

The Parking of trucks, automobiles, and trailers on vacant lots for the purpose of advertising distracts from the quality of the community. The City regulates off-premise signs to lessen the unsightliness and signage clutter. The practice of parking vehicles with commercial signage around town conflicts with the purpose and intent of the off-premise sign regulations. In order to continue with the already adopted prohibition of the parking of vehicles to be off-premise signs, the current text needs to be amended as proposed by the City Attorney's office. The City Attorney's Office proposes the specific language contained in Ordinance No. 1791. The Planning and Zoning Commission held a public hearing on the proposed changes on December 9, 2014. There was no public testimony provided. The Planning and Zoning Commission, on a 6 to 1 vote, recommended adoption of the proposed changes. Commissioner Tyler Angle opposed the amendments. **The Planning and Zoning Commission and staff recommend approval of Ordinance No. 1791.**

Development Services Director Gary Jeppson addressed the Council and displayed the following slides:

<p>PUBLIC HEARING AND CONSIDERATION OF ORDINANCE #1791, WHICH WILL AMEND SECTION 25.000 SIGN CODE, SUBSECTION 25.500.1 PROHIBITED SIGNS OF THE ZONING ORDINANCE OF THE CITY OF KINGMAN TO REGULATING PROHIBITED VEHICLE SIGNS</p>	<p>CONCERNS WITH CURRENT REGULATIONS</p> <ul style="list-style-type: none">• The parking of trucks, automobiles, and trailers on vacant lots for the purpose advertising distracts from the quality of the community.• The City regulates off-premise signs to lessen the unsightliness of signs and signage clutter.• The practice of parking vehicles with commercial signage around town conflicts with the purpose and intent of the off-premise sign regulations.• In order to continue with the already adopted prohibition of the parking of vehicles to be off-premise signs, the current text needs to be amended.• The City Attorney's office proposes the specific language.
<p>City Council Meeting January 6, 2015</p>	

On slide 1, Mr. Jeppson stated the proposed changes would prohibit vehicles being used to display advertising signage. On slide 2, Mr. Jeppson stated the current regulations allowed trucks and trailers with signage to be parked on vacant lots. Mr. Jeppson stated this practice was a detriment to the

landscape of the City. Mr. Jeppson stated the current language did not provide the ability to enforce restricting signage on vehicles and the changes would correct that weakness in the code.



Slide 3 contained the proposed language. On slide 4, Mr. Jeppson stated the changes would specify that a vehicle would not be able to be used as a sign unless the signage was not the primary purpose of the vehicle. Mr. Jeppson stated the signage would not be allowed to exceed the profile of the vehicle and the vehicle would be required to be in operable condition. Mr. Jeppson stated a vehicle would not be allowed to be parked for more than 72 hours in one area. Mr. Jeppson stated an example of the problems currently faced included a person from Mohave Valley who brought a flatbed trailer with a water heater on it and parked it on a vacant lot in order to advertise the sale of water heaters.

Councilmember Miles stated the backup material showed one Planning & Zoning commissioner voting “nay” on the proposed changes. Councilmember Miles asked why the commissioner voted “nay.”

Mr. Jeppson stated the commissioner did not provide any reasons for voting “nay.”

Councilmember Young asked how the proposed changes would affect businesses with advertisements on cars.

Mr. Jeppson stated it would still be permissible for a business to use a vehicle with signage or park a vehicle with signage on site. Mr. Jeppson stated it would not be permissible for a business to drive a vehicle with signage onto a vacant lot and park it for an extended period of time.

Councilmember Young asked if the proposed changes would only apply to commercial zones.

Mr. Jeppson stated it was not zone specific and it would apply to the entire city.

Councilmember Carver asked if it would affect temporary businesses that sell out of a vehicle such as the rug sellers that operated in town.

Mr. Jeppson stated those businesses were required to have a business license and permission to operate on the site.

Councilmember Young asked if the proposed changes would affect people that operated businesses out of their homes, such as Avon salespeople with signage on a vehicle.

Mr. Jeppson stated parking the vehicle at the home was allowed, but the vehicle could not be parked on a vacant lot.

Mayor Anderson opened the public hearing at 6:19 P.M. and called twice for public comment. There were no comments from the public. Mayor Anderson closed the public hearing at 6:19 P.M.

Councilmember Abram made a MOTION to ADOPT Ordinance 1791. Councilmember Miles SECONDED and it was APPROVED by a vote of 7-0.

b. Public Hearing and Adoption of Ordinance 1792 to Create a Wastewater Winter Quarter Average Provision for Commercial and Industrial Cooling Tower Users; Reduce the Monthly Wastewater Base Rate by \$1.00 and Establish a Monthly \$1.00 Wastewater Capital Renewal/Project Fee; “Housekeeping” Move Repealed Water Line Development Fee to Section 6.2.D and Fire Hydrant Fee Section

Below is a list of proposed changes to the Utility Regulations for the following reasons: 1. Housekeeping. The proposed changes would include moving repealed water line development fee language to Section 6.2.D which displays the repeal of water development investment fees; and removing the fire hydrant fee section 6.2.G. 2. Reduce the Monthly Wastewater Base Rate by \$1.00 and Establish a Monthly \$1.00 Wastewater Capital Renewal/Expansion Fee. The proposal is to segregate a capital renewal/project fee from the existing base rate to be used to pay for projects replacing, improving or expanding the wastewater system. The fee would be equal to \$1.00 and taken from each minimum monthly sewer base rate, reducing the monthly sewer base rate to \$26.803. The fiscal impact of this change would reduce revenue available for operations by an estimated \$110,000 annually and would provide about \$110,000 annually for capital renewal and/or system expansion projects. 3. Creating a Definition and Sewer Winter Quarter Average Provision for Commercial and Industrial Cooling Tower Users. A few commercial and industrial sewer customers have requested a rate be established or modified for customers that utilize cooling towers at their facilities. These users are currently billed sewer for all water that passes through the meter, including water used in cooling towers. These customers request a variance because of industrial and manufacturing data that documents a significant amount of water that enters a cooling tower evaporates before entering the sewer system. Municipal Utility Commissioner It is the finance department’s intent to develop a method for fair and equitable sewer billing. Staff has drafted a specific definition and policy as it relates to commercial and industrial cooling tower users. Based on the April 2013-March 2014 billing period, the policy, as drafted, could negatively impact the Sewer User Fees revenue and the Wastewater Fund’s net income by approximately \$25,000 - \$50,000. While the proposed changes will result in decreases in wastewater fees for a few customers, staff suggests proceeding with the provisions of ARS 9-511.01 because it provides all users an opportunity to express their opinions on the proposed changes during the public hearing process. At this point, if the City Council chooses to proceed, the next step will be to: 1) hold the noticed public hearing; and 2) consider adoption of Ordinance 1792. **Staff supports the Municipal Utility Commission recommendation for Council to approve Ordinance 1792 noting utility regulation housekeeping text changes, designate a capital renewal/project fee from within the existing base rate, and adopt a cooling tower policy and rate method for the wastewater system.**

Finance Director Coral Loyd addressed the Council and stated a proposal was presented to the Council a few months ago regarding the three items described in the above paragraph. Ms. Loyd stated a Municipal Utilities Commission (MUC) member brought the cooling tower issue to the

commission's attention and provided background information from the Arizona Municipal Water Users Association (AM-WUA). Ms. Loyd stated commercial users were not included in the proposed changes as their water consumption was generally stable throughout the year. Ms. Loyd stated residential users' consumption rates fluctuated in winter and summer, which was why winter averaging was in place. Ms. Loyd stated customers with cooling towers also had varied consumption rates due to evaporation. Ms. Loyd stated the changes would result in a reduction of revenue. Ms. Loyd stated there would be three customers whose bills would be reduced.

Councilmember Abram asked if the \$25,000 to \$50,000 annual revenue loss would come from the three customers. Councilmember Abram also asked if there was data that showed how much water was actually lost as a result of evaporation.

Ms. Loyd stated the revenue loss would be a result of the lower bills for the three customers. Ms. Loyd stated there was no specific evaporation data for the City of Kingman; however, industry standard data provided by AM-WUA was considered.

Mayor Anderson opened the public hearing at 6:25 P.M.

Cere Tabert addressed the Council and stated the cooling tower users should be paying less due to loss from evaporation. Ms. Tabert stated the proposal seemed like a good way to work with manufacturers.

Mayor Anderson closed the public hearing at 6:26 P.M.

Councilmember Miles made a MOTION to ADOPT Ordinance 1792. Vice Mayor Wimpee SECONDED and it was APPROVED by a vote of 7-0.

9. REPORTS

a. Board, Commission and Committee Reports by Council Liaisons

Mayor Anderson stated he requested the agenda item even though new liaison appointments were assigned three weeks ago and there may not have been meetings due to the holiday season. Mayor Anderson stated the reports would be a standing agenda item.

b. Discussion concerning Mayor's airport visit

Mayor Anderson stated the Kingman Airport Authority (KAA) met on the third Thursday of every month. Mayor Anderson stated he was the new liaison and he saw an increase in communication between the City and KAA, which was a positive trend. Mayor Anderson stated a potential new tenant was interested in locating to the industrial park. Mayor Anderson stated there were good opportunities for the City and KAA to work together on aviation and the industrial park. Mayor Anderson asked the councilmembers to forward any ideas about the airport to him through Mr. Dougherty or City Clerk Sydney Muhle.

10. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, availability/attendance at conferences and seminars, requests for agenda items for future meetings.

If needed.

Mr. Dougherty stated the Greater Arizona Mayors Association (GAMA) meeting in Flagstaff on Thursday, January 8, 2015 was cancelled.

Councilmember Miles stated the Kingman and Mohave Manufacturers Association (KAMMA) and the Kingman Area Chamber of Commerce would have a mixer on Thursday, January 8, 2015 from 5:30 to 7:30 P.M. at the KAA. Councilmember Miles stated the mixer would be an opportunity to hear about the benefits of KAMMA and the Chamber as well as explore the Mohave Community College's mobile training lab.

Mayor Anderson stated he attended the State of Arizona inauguration on Monday, January 5, 2015. Mayor Anderson stated the new governor, Doug Ducey, was a supporter of equal opportunity education, wanted to make Arizona the most business friendly state in the U.S and believed in a balanced budget with no increase in taxes. Mayor Anderson stated the new Secretary of State Michele Reagan wanted to automate reports and licenses and reduce duplication.

Vice Mayor Wimpee made a MOTION to ADJOURN. Councilmember Young SECONDED and it was APPROVED by a vote of 7-0.

ADJOURNMENT --- 6:37 P.M.

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

STATE OF ARIZONA)
COUNTY OF MOHAVE)ss:
CITY OF KINGMAN)

CERTIFICATE OF COUNCIL MINUTES

I, Erin Roper, Deputy City Clerk and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Regular Meeting of the Common Council of the City of Kingman held on January 6, 2015.

Dated this 20th day of January, 2015.

Erin Roper, Deputy City Clerk and Recording Secretary

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

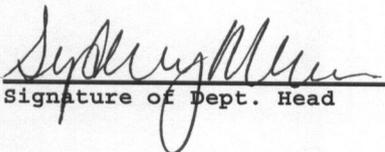
MEETING DATE: January 20, 2015

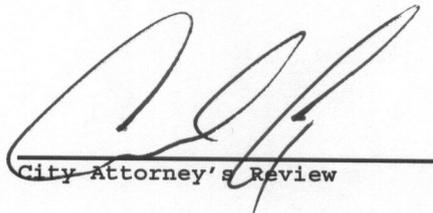
AGENDA SUBJECT: Special Event Liquor License Application

SUMMARY: Applicant Lisa Bruno of the Venture Club of Kingman, Inc. has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, April 18, 2015, from 6:00 P.M. to 12:00 A.M., at 112 N. 4th St in Kingman.

ATTACHMENT: First page of the Liquor License Application.

STAFF RECOMMENDATION: Approve the special event liquor license application.


Signature of Dept. Head


City Attorney's Review


City Manager's Review

AGENDA ITEM: 3a

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Venture Club of Kingman, Inc.

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0714638

SECTION 3 The organization is a: (check one box only)

- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Central Commercial Event Center

Address of Location: 112 N. 4th St., Kingman, Mohave County, Arizona 86401

Street

City

County/State

Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Bruno Lisa Shirley

Last

First

Middle

Date of Birth

2. Applicant's mailing address: [REDACTED]

Street

City

State

Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (928) 753-6115

4. Applicant's email address: [REDACTED]

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: January 20, 2015

AGENDA SUBJECT: ACCEPTANCE OF STOCKTON HILL ROAD RIGHT OF WAY DEDICATION
FROM WADSWORTH DEVELOPMENT GROUP, ENG13-034

SUMMARY: Wadsworth Development Group recently completed a deceleration lane on Stockton Hill Road adjacent to the Tractor Supply center. The improvement plans required a small right of way dedication for the deceleration lane and associated ADA ramps.

Wadsworth has signed the forms which will dedicate the right of way to the City. Staff has reviewed the documents and recommends that Council accept the Deed of Dedication.

ATTACHMENTS: Deed of Dedication

FISCAL IMPACT: None

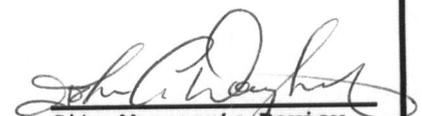
RECOMMENDATION: Staff recommends that the Council approve the Deed of Dedication and authorize the Mayor to sign on behalf of the City



Signature of Dept. Head



City Attorney
Approved as to Form



City Manager's Review

AGENDA ITEM: 3b

When recorded return to:

Kingman City Clerk
310 N. 4th Street
Kingman, AZ 86401

DEED OF DEDICATION

(EXEMPT FROM AFFIDAVIT OF VALUE PURSUANT TO A.R.S. §11-1134(A)(3))

Wadsworth Velocity Ventures - Kingman, ("Grantor"), hereby dedicates and conveys to the **CITY OF KINGMAN**, an Arizona municipal corporation ("Grantee"), for public use as a right-of-way for roads, utilities or other public purposes, all right, title, and interest of Grantor in that certain real property situated in Mohave County, Arizona, more particularly described as follows:

See Attached Legal Description and Exhibit

EXECUTED this 5 day of January, 2015.

BY: Kip L. Wadsworth, Grantor
TITLE: Manager

Utah
STATE OF ARIZONA)
Salt Lake) ss.
County of Mohave)

Acknowledged before me this 5 day of January
20 15, by Kip Wadsworth ~~Manager~~, Grantor.
behalf for Wadsworth Velocity Ventures - Kingman
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public

My Commission expires: 10/11/15

ACCEPTANCE

The City of Kingman, a municipal corporation, does hereby accept the foregoing Deed of Dedication and the terms and conditions thereof.

IN WITNESS WHEREOF, the City of Kingman has caused this Acceptance to be executed by its Mayor pursuant to authority granted by its City Council, this ____ day of _____, 20__.

CITY OF KINGMAN,
a municipal corporation

BY: _____
Richard Anderson, City Mayor

ATTEST:

Sydney Muhle, City Clerk



10-08-2013



**DEDICATION OF RIGHT-OF-WAY
LEGAL DESCRIPTION
KINGMAN, ARIZONA**

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, T.21N., R.16W., GILA AND SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF STOCKTON HILL ROAD, SAID POINT BEING S89°52'15"E 1484.95 FEET AND S04°42'00"E 441.08 FEET AND N85°18'00"E 50.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE N04°42'00"W 9.68 FEET ALONG SAID EAST RIGHT-OF-WAY LINE OF STOCKTON HILL ROAD; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 3.39 FEET, A RADIUS OF 11.53 FEET, A CHORD BEARING OF N89°57'14"E, AND A CHORD LENGTH OF 3.38 FEET; THENCE SOUTH 9.55 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 2.59 FEET, A RADIUS OF 20.92 FEET, A CHORD BEARING OF S87°57'57"W, AND A CHORD LENGTH OF 2.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 28 SQUARE FEET OR 0.001 ACRES

TOGETHER WITH:

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, T.21N., R.16W., GILA AND SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF STOCKTON HILL ROAD, SAID POINT BEING S89°52'15"E 1484.95 FEET AND S04°42'00"E 416.50 FEET AND N85°18'00"E 50.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 4.53 FEET, A RADIUS OF 21.50 FEET, A CHORD BEARING OF N50°48'26"E, AND A CHORD LENGTH OF 4.53 FEET; THENCE S35°49'00"E 9.52 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 13.33 FEET, A RADIUS OF 12.00 FEET, A CHORD BEARING OF S27°08'00"W, AND A CHORD LENGTH OF 12.66 FEET; THENCE S04°42'17"E 84.33 FEET; THENCE S05°46'40"W 10.89 FEET TO SAID EAST RIGHT-OF-WAY LINE OF STOCKTON HILL ROAD; THENCE N04°42'00"W ALONG SAID EAST RIGHT-OF-WAY LINE, 111.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 265 SQUARE FEET OR 0.006 ACRES

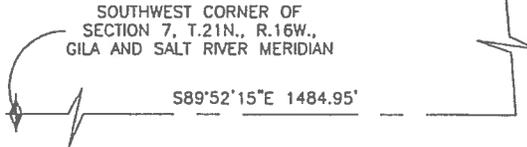
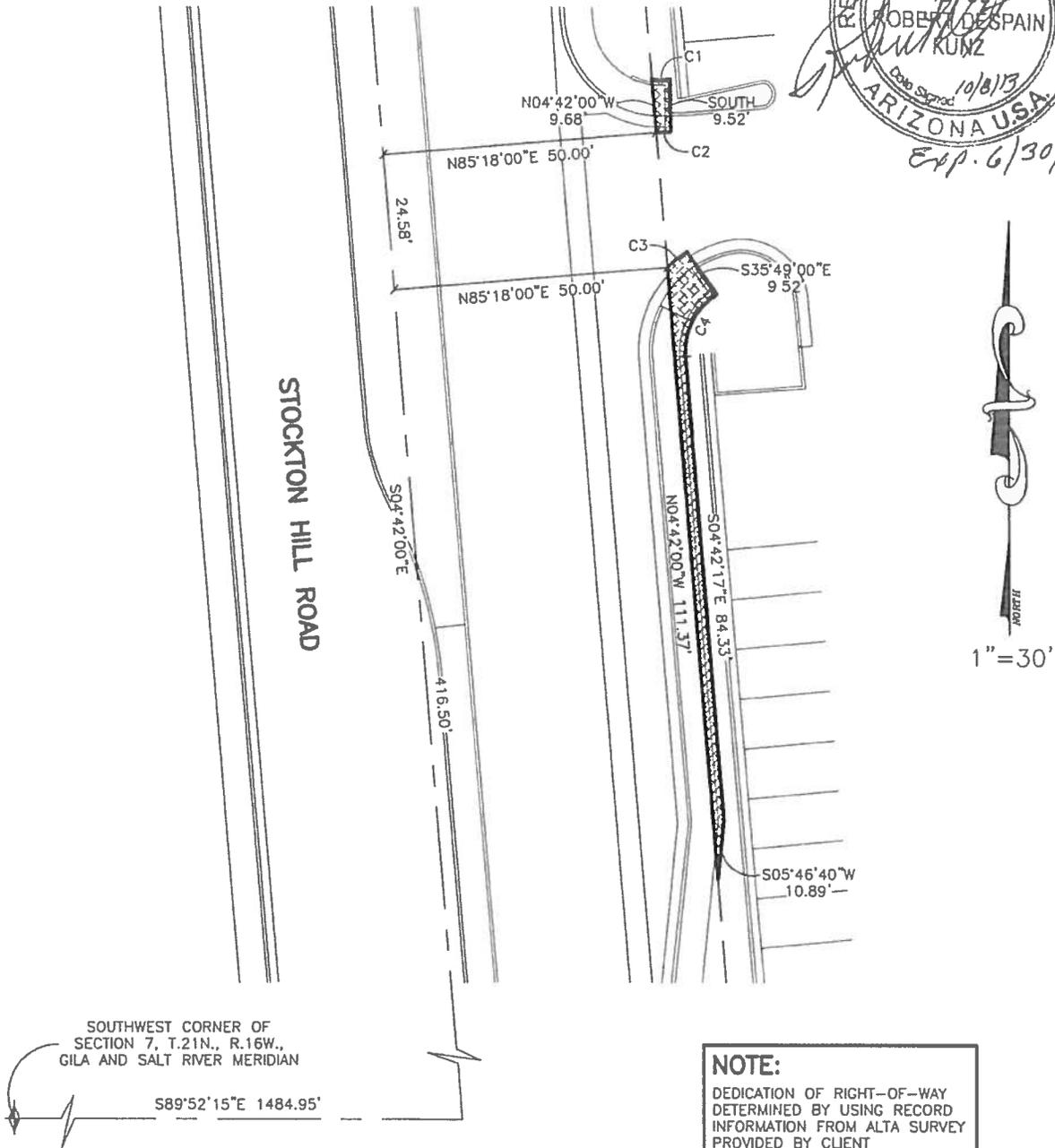
NOTE: DEDICATION OF RIGHT-OF-WAY DETERMINED BY USING RECORD INFORMATION FROM ALTA SURVEY PROVIDED BY CLIENT

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Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
920 Chambers St., Suite 14 • Ogden, Utah 84403 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com

EXHIBIT

TO ACCOMPANY LEGAL DESCRIPTION
KINGMAN, ARIZONA



CURVE TABLE

#	RADIUS	ARC LTH	CHD LTH	TANG	CHD BEARING	DELTA
C1	11.53'	3.39'	3.38'	1.71'	N89°57'14"E	16°50'26"
C2	20.92'	2.59'	2.58'	1.29'	S87°57'57"W	7°04'52"
C3	21.50'	4.53'	4.53'	2.28'	N50°48'26"E	12°05'01"
C4	12.00'	13.33'	12.66'	7.45'	S27°08'00"W	63°39'37"

Reeve & Associates, Inc.
 920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: January 20, 2015

AGENDA SUBJECT: Consideration of Agreement with Freiday Construction, Inc. for Construction Manager at Risk preconstruction services related to the installation of 11 water related projects, 10 sewer projects and the Castle Rock Tanks rehabilitation project (Contract No. ENG14-084)

SUMMARY: Staff has completed the process for selecting a Construction Manager at Risk (CMAR) for multiple water and sewer projects. The selection process is governed by A.R.S. 34-602 and requires that a committee review proposals and select the contractor on the basis of demonstrated competence and qualifications. The selection committee, comprised of City staff and a licensed local contractor, has ranked Freiday Construction, Inc. as the most qualified contractor.

A brief description of these projects, their anticipated budget and their locations are shown on the attached Request for Qualifications. These improvements are necessary to replace existing aging water and sewer mains, expand and close gaps in service areas and rehabilitate two steel water tanks. A.R.S. 34-605 requires that the City hire the CMAR for both preconstruction and construction services. The attached Contract will cover the preconstruction services. It is expected that a separate agreement for construction services will be forthcoming in the next 30 to 60 days.

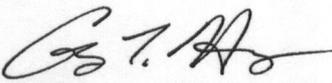
Staff has requested a fee proposal from Freiday Construction, Inc. to cover the preconstruction/design phase of the project. The contract will include services associated with project meeting attendance, plan reviews, input on the design, recommendations on design alternatives, constructability reviews, underground investigations, structural engineering and water tank designs, construction phasing proposals, project scheduling and cost model preparation.

Freiday Construction, Inc. has prepared a proposal to complete the design phase assistance for a not to exceed price of \$56,100. Staff recommends that the agreement with Freiday Construction, Inc. be approved.

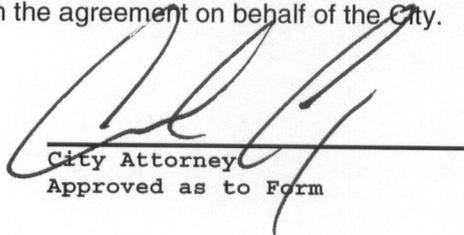
ATTACHMENTS: Request for Qualifications and Design Services Agreement with Fee proposal from Freiday Construction, Inc.

FISCAL IMPACT: The not to exceed price of \$56,100 will be paid out of the Water and Sewer Project Funds.

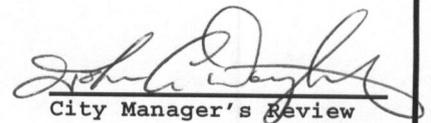
RECOMMENDATION: It is recommended that the Council approve the agreement and that the Mayor be authorized to sign the agreement on behalf of the City.



Signature of Dept. Head



City Attorney
Approved as to Form



City Manager's Review

AGENDA ITEM: 3c



CITY OF KINGMAN, ARIZONA

WATER AND SEWER PROJECTS

CONSTRUCTION MANAGER AT RISK

DESIGN SERVICES

CONTRACT NO. ENG14-084

PROJECT NO.'S

WATER PROJECTS

**03-W-0009
ENG12-013
ENG13-054
ENG13-059
ENG14-085
ENG14-086
ENG14-087
ENG14-094
ENG14-095
ENG14-096
ENG14-097
ENG14-105**

SEWER PROJECTS

**05-S-0030
ENG08-084
ENG12-021
ENG14-088
ENG14-090
ENG14-091
ENG14-092
ENG14-093
ENG14-098
ENG14-099**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
RECITALS	1
AGREEMENT	1
ARTICLE 1 – TERMS AND DEFINITIONS	1
ARTICLE 2 – BASIC DESIGN PHASE SERVICES	4
2.1 GENERAL	4
2.2 PROJECT SCHEDULE	5
2.3 DESIGN DOCUMENT REVIEWS	6
2.4 COST MODEL, COST ESTIMATES AND SCHEDULE OF VALUES	7
2.5 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS	8
2.6 GMP PROPOSAL(S) REVIEW AND APPROVAL	8
2.7 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS.....	9
2.8 TRADE NAMES AND SUBSTITUTIONS.....	10
ARTICLE 3 – PERIOD OF SERVICES	11
ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS	11
4.1 CONTRACT AMOUNT	11
4.2 PAYMENTS.....	11
4.3 ADDITIONAL DESIGN PHASE SERVICES.....	12
ARTICLE 5 – CITY’S RESPONSIBILITIES	12
ARTICLE 6 – CONTRACT CONDITIONS	12
6.1 PROJECT DOCUMENTS AND COPYRIGHTS.....	12
6.2 COMPLETENESS AND ACCURACY OF CMAR’S WORK.....	13
6.3 ALTERATION IN CHARACTER OF WORK.....	13
6.4 DATA CONFIDENTIALITY	13
6.5 PROJECT STAFFING	14
6.6 INDEPENDENT CONTRACTOR	14
6.7 SUBCONSULTANTS	15
6.8 TERMINATION.....	15
6.9 DISPUTES.....	15
6.10 RECORDS/AUDIT.....	15
6.11 INDEMNIFICATION.....	16
6.12 NOTICES.....	16
6.13 COMPLIANCE WITH LAWS	17
6.14 CONFLICT OF INTEREST.....	17
6.15 CONTRACTOR’S LICENSE.....	17
6.16 SUCCESSORS AND ASSIGNS.....	18
6.17 FORCE MAJEURE.....	18
6.18 COVENANT AGAINST CONTINGENT FEES	18
6.19 NON-WAIVER PROVISION	18
6.20 JURISDICTION	18
6.21 SURVIVAL	18
6.22 MODIFICATION	18
6.23 SEVERABILITY	18
6.24 INTEGRATION.....	19
6.25 TIME IS OF THE ESSENCE	19
6.26 THIRD PARTY BENEFICIARY	19
6.27 COOPERATION AND FURTHER DOCUMENTATION	19

6.28 CONFLICT IN LANGUAGE 19

6.29 CITY'S RIGHT OF CANCELLATION 19

ARTICLE 7 – INSURANCE 19

7.1 INSURANCE 19

7.2 GENERAL CLAUSES..... 19

7.3 DEDUCTIBLE/RETENTION 20

7.4 CERTIFICATES OF INSURANCE 20

7.5 WORKERS' COMPENSATION 20

7.6 AUTOMOBILE LIABILITY..... 20

7.7 COMMERCIAL GENERAL LIABILITY 20

7.8 PROFESSIONAL LIABILITY 21

7.9 UMBRELLA/EXCESS LIABILITY 21

7.10 VALUABLE PAPERS 21

7.11 OWNER LIABILITY 21

SIGNATURE PAGE 22

INSURANCE REQUIREMENTS 23

EXHIBIT A - GMP Design Phase Proposal A-1

**CITY OF KINGMAN
WATER AND SEWER PROJECT
CONSTRUCTION MANAGER AT RISK DESIGN SERVICES
CONTRACT NO. ENG14-084**

THIS CONTRACT is made and entered into on the _____ day of _____, 2015, by and between City of Kingman, hereinafter designated the "City" and Freiday Construction, Inc., hereinafter called the "Construction Manager at Risk" or "CMAR"

RECITALS

- A. The City engages the CMAR to perform Design Services for various water, sewer and water tank rehabilitation projects which includes the following: Project No. 03-W-0009, ENG12-013, ENG13-054, ENG13-059, ENG14-085, ENG14-086, ENG14-087, ENG14-094, ENG14-095, ENG14-096, ENG14-097, ENG14-105, 05-S-0030, ENG08-084, ENG12-021, ENG14-088, ENG14-090, ENG14-091, ENG14-092, ENG14-093, ENG14-098 and ENG14-099 herein referred to collectively as the "Project".
- B. The City has undertaken the design of said Project and may contract with consultants for additional design or inspections. Said consultants shall herein after be referred to as the "Design Professional".
- C. The CMAR has represented to the City the ability to provide design phase services and based on this representation the City engages the CMAR to provide these services for the Project.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CMAR as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the Guaranteed Maximum Price (GMP) Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (Contract) – This written document signed by the City and CMAR covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Approved Project Cost. - The GMP including all contingencies and allowances as negotiated by the CMAR and the City and approved by the City Council.

Change Order - A written instrument issued after execution of the Contract Documents signed by the City and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Amount, the extent of the adjustment to the Contract Time, or modifications of other contract terms.

City (Owner or OWNER) - The City of Kingman, a municipal corporation, with whom CMAR has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

Construction Documents - The plans, specifications, and drawings prepared by the City or Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.

Construction Fee – The CMAR’s administrative costs, home office overhead, and profit, whether at the CMAR’s principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions for the construction phase.

Construction Manager at Risk (CMAR or Contractor) - The person, firm, corporation, or other approved legal unit with whom the City has entered into this Contract to provide services as detailed in this Contract.

Contingency, CMAR (Contractor’s) - A fund to cover cost growth during the Project used at the general discretion of the CMAR usually for costs that result from Project circumstances. The amount of the CMAR Contingency shall be negotiated as a separate line item in each GMP package. Use and management of the CMAR Contingency is described in Section 2.6.

Contingency, Owner’s – A fund to cover cost growth during the Project used at the sole discretion of the City usually for costs that result from City directed changes or site conditions. The amount of the Owner’s Contingency will be set solely by the City and shall be in addition to the Project costs included in the CMAR’s GMP packages. Use and management of the Owner’s Contingency is described in Section 2.6.

Contract Amount - The final approved budget for this Contract as identified in Article 4.

Contract Documents - This Contract, exhibits, attachments, the Notice to Proceed for design phase services, all Written Amendments and Change Orders to this Contract and any other documents so designated in this Contract.

Contract Time(s) - The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of final completion of the construction Work so that it is ready for final payment.

Cost Model – A breakdown of the scope of the Project that is initially developed by the CMAR during the preliminary design phase and based on information from the Project Team and the CMAR’s records of similar projects. The model will evolve as the design progresses and be maintained by the CMAR throughout the design phase and shall include any assumptions and clarifications made by the CMAR. The model shall support any cost estimates, Alternative Systems Evaluations and eventually any GMP Proposals, when required by the Project Team. The model shall comply with the specified requirements outlined in Sections 2.5 and 2.6.

Contractor Payment Request - The form that is accepted by the City and used by the CMAR in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and or the City.

Cost of the Work - The direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees, materials testing and related items. The Cost of the Work shall not include the CMAR’s construction fee, general conditions fee, taxes, bond, or insurance costs.

Day - Calendar day(s) unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CMAR in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CMAR during the design phase may include but are not limited to: Cost Model, Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market

surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Project Meetings and others as indicated in this Contract or required by the Project Team.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CMAR during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but “*not for construction*”. Shop Drawings are not Drawings as so defined.

Design Professional - The qualified, licensed person, firm or corporation who furnishes design services required under the Contract Documents. Representatives of the Design Professional may perform Special and other inspection services at the site and may, at the Owner’s option, represent the Owner during the construction period.

General Conditions Costs – Includes, but is not limited to the following types of costs for the CMAR during the construction phase: payroll for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site, workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor costs, costs of bond premiums, costs of consultants not in the direct employ of the CMAR or Subcontractors, fees for permits and licenses. Certain limitations and exclusions are described in the General Conditions for the construction phase.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work and the CMAR’s construction fee, general conditions fee, sales tax, bonds, insurance costs, and contingency(ies).

GMP Plans and Specifications – The set of plans and specifications provided pursuant to paragraph 2.5 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CMAR submitted on the prescribed form setting forth the GMP prices for the entire Work and/or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Notice to Proceed - A written notice given by the City to the CMAR fixing the date on which the CMAR will start to perform the CMAR’s obligations under this Contract.

Project - The work to be completed in the execution of this Contract as described in the Recital above and Exhibit “A” attached.

Project Team – Design phase services team consisting of the Design Professional, CMAR, City of Kingman representatives, and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the General Requirements for the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

Shop Drawings - All drawings, diagrams, schedules and other data specifically prepared for the Work by the CMAR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. This project shall be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments as amended by the City of Kingman unless alternate specifications and details are provided in the Drawings and/or Specifications.

Subcontractor - An individual or firm having a direct contract with the CMAR or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CMAR is responsible. Subcontractors shall be selected through the Subcontractor bid process described in paragraph 2.7 of this Contract.

Subconsultant - A person, firm or corporation having a contract with the CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

Total Float - Number of Days by which the design phase services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 The CMAR, to further the interests of the City, shall perform the services required by, and in accordance with this Contract, to the satisfaction of the City Engineer, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Kingman, Arizona would exercise at such time, under similar conditions. The CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practices.
- 2.1.2 As a participating member of the Project Team, the CMAR shall provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 The CMAR shall attend Project Team meetings, which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, meetings with property owners and construction document rolling reviews.

- 2.1.4 The CMAR shall provide design phase services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. The CMAR shall promptly notify the City in writing if the CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the Cost Model, cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The CMAR when requested by the City, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.
- 2.1.6 In providing any Design Phase Services under this Agreement, CMAR does not assume any responsibility for any design errors, omissions or inconsistencies, nor does CMAR assume any design responsibilities unless specifically called for in the scope of work. In providing Construction Services (under a separate Construction Phase Services contract), CMAR shall be responsible for his errors, omissions or inconsistencies included in the Work.

2.2 PROJECT SCHEDULE

- 2.2.1 The fundamental purpose of the Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CMAR shall, however, develop and maintain the Project Schedule on behalf of and for use by the Project Team based on input from the other Project Team members. The Project Schedule shall be consistent with the most recent revised/updated GMP. The Project Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CMAR shall use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule shall indicate milestone dates for the phases once determined.
- 2.2.2 The CMAR shall include and integrate in the Project Schedule the services and activities required of the City, Design Professional and CMAR including all construction phase activities based on the input received from the City and the Design Professional. The Project Schedule shall detail activities to the extent required to show: (a) the coordination between preliminary design and various design phase documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land and right-of-way acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by the City. The Project Schedule shall include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities, relationships between the activities, if applicable City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Completion.
- 2.2.3 The Project Schedule shall be updated and maintained by the CMAR throughout the design phase such that it shall not require major changes at the start of the construction phase to incorporate the CMAR's plan for the performance of the construction phase Work. The CMAR shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. The CMAR shall include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.2.4 If phased construction is deemed appropriate and the City and Design Professional approve, the CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CMAR shall take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.3 DESIGN DOCUMENT REVIEWS

2.3.1 The CMAR shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the Cost Model or cost estimate, GMP Proposals and/or the Project Schedule.

2.3.2 The CMAR shall recommend, in conjunction with the Project Team, any additional surface and subsurface investigations that, in its opinion, are required to provide the necessary information for the CMAR to construct the Project. These additional investigations, agreed to by the design team, shall be acquired or performed by the CMAR and copies of the reports will be provided to the City.

2.3.3 The CMAR shall meet with the Project Team as required to review designs during their development. The CMAR shall familiarize itself with the evolving documents through the various design phases. The CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CMAR shall furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CMAR shall recommend cost effective alternatives.

2.3.4 The CMAR shall routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

2.3.4.1 The CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable, (f) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues, and (g) the design maintains continued operation of the existing water operations and maintains the access to existing traffic.

2.3.4.2 The CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.

2.3.4.3 The results of the reviews shall be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. The CMAR shall meet with the City and Design Professional to discuss any findings and review reports.

2.3.4.4 The CMAR's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not the CMAR.

- 2.3.5 It is the CMAR's responsibility to assist the Design Professional in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, and building codes. If the CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, and building codes, it shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for compliance with building codes.
- 2.3.6 The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CMAR in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of the CMAR suggested alternatives into the Drawings and Specifications. The CMAR shall include the cost of the alternatives into the Cost Model or cost estimate and any GMP Proposals.

2.4 COST MODEL, COST ESTIMATES AND SCHEDULE OF VALUES

- 2.4.1 As soon as practical during the preliminary design phase, the CMAR will review all available information regarding the design and scope of the Project, the CMAR's experience in performing similar work, etc. and based upon that review shall develop a Cost Model for review and approval by the City. Once approved by the City, the Cost Model shall be continually updated and kept current as the design progresses throughout the design phase until a final GMP for the entire Project is established. The Cost Model shall be the best representation of the CMAR of what the complete functional Project's construction costs will be as indicated by the most current available documents. The CMAR shall communicate to the Project Team, any assumptions made in preparing the Cost Model. The Cost Model shall support the CMAR's construction cost estimates and may be broken down initially as dictated by the available information, but may also be broken down by CSI Specification Divisions 1-16 and/or other breakdowns, as required by the City. The Cost Model shall also include allowances as agreed to by the Project Team, including but not limited: (a) a construction cost contingency based on an agreed upon percentage of the total estimated construction cost, (b) allowances for potential additional quantities and/or additional Work that the City may require, and (c) any costs related to investigations described in paragraph 2.3.
- 2.4.2 After receipt of the Design Professional's most current documents from certain specified design phase milestones, the CMAR shall provide a detailed written report to the Project Team regarding the impact of and changes to the Cost Model based on the CMAR's review of the design documents made available at the specified design phase milestone. The Design Professional and the CMAR will reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that specified design phase milestone. The design phase milestones applicable to this paragraph are: detailed design at 30%, 60% and 90% completion. If no consensus is reached, the City will make the final determination. If the Project Team requires additional updates of the Cost Model beyond that specified in this paragraph, the CMAR shall provide the requested information in a timely manner.
- 2.4.3 If at any point the estimate submitted to the City exceeds previously accepted estimates agreed to by the Project Team or other key aspects of the Cost Model or the City's Project Budget, the CMAR shall make appropriate recommendations to the City and Design Professional on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, (without altering the City's basic program) such that it is equal to or less than the established Project Team's target and/or the Project Budget.
- 2.4.4 Near completion of the 90% detailed design review and included with the associated report, the CMAR shall also submit to the City for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values shall highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values shall be directly related to the breakdowns reflected in the

Project Schedule and the CMAR's Cost Model. In addition, the Schedule of Values shall: (a) detail unit prices and quantity take-offs, (b) detail all other allowances and unit price Work shown and specified in the detailed design documents.

- 2.4.4.1 The CMAR shall track, estimate/price and address Team overall project cost issues that arise outside of the Cost Model estimate such as: Owner generated changes, Design Team Proposed changes, Alternate system analysis, Constructability items and Value Engineering. The system used to implement this process will be referred to as the Design Evolution Log. This shall be addressed between the 30% Cost Model estimate and 60% estimate and between the 60% estimate and the bid packages for the project elements/project phases.
- 2.4.5 Upon request by the City, the CMAR shall submit to the City a cash flow projection for the Project based on the current updated/revised Project Schedule and the anticipated level of payments for the CMAR during the design and construction phases. In addition, if requested by the City and based on information provided by the City, the CMAR shall prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the City in the financing process.

2.5 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.5.1 The proposed GMP for the entire Work, and for each phase of the work, shall be presented in a format acceptable to the City. The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CMAR shall be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 2.5.2 GMP Proposals for the entire Project shall be the sum of the maximum Cost of the Work, and include the CMAR's Construction Fee, General Conditions Fee, CMAR Contingency, City Contingency (amount to be determined solely by the City), and any allowances. The CMAR guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.
- 2.5.3 The CMAR, in preparing the final GMP Proposal for each applicable phase of Work, will obtain from the City, six (6) sets of signed, sealed, and dated Drawings and Specifications for the phase (including all addenda). The CMAR shall prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time. The CMAR shall mark the face of each document of each set upon which its proposed GMP is based. These documents shall be identified as the GMP Plans and Specifications. The CMAR shall send one set of those documents to the City's Project Manager and keep five (5) set(s) for its own use.
- 2.5.4 An updated/revised Project Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions shall continue to comply with the requirements of paragraph 2.2.
- 2.5.5 In the event the CMAR elects, at its sole discretion, to maintain a CMAR Contingency within the GMP, the criteria for development of that allowance must be acceptable to the City. In addition, the specific terms and conditions regarding use of that allowance during the construction phase shall be established by the City and reflected in the contract for that phase of the Project.
- 2.5.6 The form of GMP to be used for this project shall be provided to the CMAR during the Design Phase services..

2.6 GMP PROPOSAL(S) REVIEW AND APPROVAL

- 2.6.1 The CMAR shall meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies or

inaccuracies in the information presented, the CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.

- 2.6.2 The City upon receipt of any GMP proposal from the CMAR, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.
- 2.6.3 If the CMAR GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CMAR to reconfirm its GMP Proposal. The CMAR shall then meet with the City, the Design Professional and if used, the independent third party to reconcile the project estimate.
- 2.6.4 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CMAR. The CMAR shall promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.
- 2.6.5 CMAR Contingency shall be a separate line item in each GMP package submitted to the City in an amount to be negotiated by the City and the CMAR with input from the Design Professional. The CMAR Contingency shall be the last item in the GMP proposal table and shall have no markups applied at the time of submission of the GMP proposal. CMAR Contingency shall be used by the CMAR and at the discretion of the CMAR pursuant to the requirements indicated in the General Conditions of the construction phase contract.
- 2.6.6 City Contingency will be used at the sole discretion of the City. At the time that the CMAR submits its GMP proposal to the City for approval, the City may add an additional amount to the sum of the GMP proposals to cover any increases in project costs that result from City directed changes. The total Approved Project Cost will be the sum of the CMAR's GMP proposals and the Owner's Contingency, if applicable.

2.7 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 2.7.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal. They are qualifications-based selection and a combination of qualifications-based selection with competitive bidding. Price alone shall not be the sole consideration of selection of Subcontractors and major Suppliers. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of the CMAR. In any case, the CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers.
- 2.7.2 The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the CMAR can demonstrate it is in the best interest of the Project.
 - 2.7.2.1 Qualification based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.
 - 2.7.2.2 The CMAR shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. The CMAR shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.
 - 2.7.2.3 The CMAR must receive City approval of the selected Subcontractor(s)/Supplier(s).
 - 2.7.2.4 The CMAR shall negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

- 2.7.3 When the CMAR accepts competitively bids from qualified Subcontractors or Suppliers, the CMAR shall provide copies of such bids to the City as well as supporting information on the qualifications. Competitive bids shall occur prior to the GMP Proposal(s).
- 2.7.3.1 The CMAR shall develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CMAR may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers shall be allowed.
- 2.7.3.2 If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CMAR shall nominate a substitute Subcontractor/Supplier that is acceptable to the City.
- 2.7.3.3 The CMAR shall distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.8 TRADE NAMES AND SUBSTITUTIONS

- 2.8.1 Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute or alternate items may be permitted, subject to the following:
- 2.8.2 All data to be provided by CMAR in support of any proposed "or-equal" or substitute item will be at CMAR's expense.
- 2.8.3 This section not used.
- 2.8.4 Some items or packages of equipment will be required to be included in the Project, and may be pre-negotiated by the City with the supplier. Where this is the case the CMAR shall assume responsibility for obtaining the item or package of equipment and shall be responsible for contracting with the manufacturer, providing shop drawings, paying for shipment, installation, and coordinating the manufacturer's services that may be required by the Drawings and Specifications including start-up assistance, operator training, and equipment testing. No substitution will be accepted for these items or packages of equipment.
- 2.8.5 A request for a substitution shall be submitted by CMAR in writing to the City.
- 2.8.6 The CMAR shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
- 2.8.7 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.
- 2.8.8 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.
- 2.8.9 The CMAR if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.
- 2.8.10 The City will make the final decision and will notify the CMAR in writing as to whether the substitution has been accepted or rejected.
- 2.8.11 If the City does not respond in a timely manner, the CMAR shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

ARTICLE 3 – PERIOD OF SERVICES

- 3.1 The design phase services described in this Contract shall be performed by CMAR in accordance with the most current update/revised Project Schedule. Failure on the part of the CMAR to adhere to the Project Schedule requirements for activities for which it is responsible and in control will be deemed a material breach and sufficient grounds for termination of this Contract by the City.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 p.m. (Kingman time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

- 4.1.1 Based on the design phase services fee proposal submitted by the CMAR and accepted by the City (Attached as Exhibit A); the City will pay the CMAR a lump sum fee not to exceed **\$56,100.00**.

4.2 PAYMENTS

- 4.2.1 Requests for payments by the CMAR for design phase services shall be submitted monthly and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month using the rates included in Exhibit A.
- 4.2.2 The fees for the CMAR and any Subconsultants shall be based upon the hourly rate schedule included as Exhibit A attached.
- 4.2.3 The CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 4.2.4 No compensation to the CMAR shall be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.
- 4.2.5 If any service(s) executed by the CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CMAR, the CMAR is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

This section not used.

ARTICLE 5 – CITY’S RESPONSIBILITIES

- 5.1 The City, at no cost to the CMAR, will furnish the following information:
 - 5.1.1 One copy of data the City determines pertinent to the work. However, the CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.
 - 5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
 - 5.1.3 The name of the City employee or City’s representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CMAR’s compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables shall be directed to the Project Manager.
- 5.2 The City additionally will:
 - 5.2.1 At its discretion, Contract separately with the Design Professional to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CMAR for its information. The CMAR shall have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.
 - 5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CMAR except for those copies whose cost has been reimbursed by the City.
 - 5.2.3 Provide the CMAR with adequate information in its possession or control regarding the City’s requirements for the Project.
 - 5.2.4 Give prompt written notice to the CMAR when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications.
 - 5.2.5 Notify the CMAR of changes affecting the budget allocations.
- 5.3 The City’s Project Manager shall have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the Project Manager deems appropriate to the CMAR.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 6.1.1 All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract are the property of the CITY and are to be delivered to the CITY before the final payment is made to the CMAR. The CITY shall retain ownership of these original drawings; the CMAR may retain a reproducible mylar. He/she shall endorse by his/her professional seal all plans and special provisions furnished by him/her. In the event these documents are used for another project without further consultations with the CMAR, the CITY agrees to indemnify and hold the CMAR harmless from any claim arising from the reuse of the documents. The CITY shall remove the CMAR seal and title block from any such documents.

- 6.1.2 The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CMAR, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CMAR.
- 6.1.3 The CMAR hereby grants, and shall require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license shall also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.
- 6.1.4 When applicable and required by state law, the CMAR and its Subconsultants shall endorse by an Arizona professional seal all drawings, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

The CMAR shall be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and shall at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CMAR Contingency within the GMP to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Arizona would exercise under similar conditions. The fact that the City has accepted or approved the CMAR's work or Deliverables shall in no way relieve the CMAR of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering Drawings and Specifications shall be the responsibility of the design professional.

6.3 ALTERATION IN CHARACTER OF WORK

- 6.3.1 In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the work or Deliverable shall nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Order will be approved and executed by the City and the CMAR. Such Change Order shall not be effective until approved by the City.
- 6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CMAR may accordingly be adjusted by mutual agreement of the contracting parties.
- 6.3.3 No claim for extra work done or materials furnished by the CMAR shall be allowed by the City except as provided herein, nor shall the CMAR do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CMAR without such prior written authorization shall be the CMAR's sole jeopardy, cost, and expense, and the CMAR hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished shall be made.

6.4 DATA CONFIDENTIALITY

- 6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this Contract.

- 6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to the City.
- 6.4.3 The CMAR shall not divulge data to any third party without prior written consent of the City. The CMAR shall not use the data for any purposes except to perform the services required under this Contract. These prohibitions shall not apply to the following data:
- 6.4.3.1 Data which was known to the CMAR prior to its performance under this Contract unless such data was acquired in connection with work performed for the City;
- 6.4.3.2 Data which was acquired by the CMAR in its performance under this Contract and which was disclosed to the CMAR by a third party, who to the best of the CMAR's knowledge and belief, had the legal right to make such disclosure and the CMAR is not otherwise required to hold such data in confidence; or
- 6.4.3.3 Data which is required to be disclosed by the CMAR by virtue of law, regulation, or court.
- 6.4.4 In the event the CMAR is required or requested to disclose data to a third party, or any other information to which the CMAR became privy as a result of any other contract with the City, the CMAR shall first notify the City as set forth in this Article of the request or demand for the data. The CMAR shall timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.
- 6.4.5 The CMAR, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, shall promptly deliver, as set forth in this section, a copy of all data to the City.

6.5 PROJECT STAFFING

- 6.5.1 Prior to the start of any work or Deliverable under this Contract, the CMAR shall submit to the City an organization chart for the CMAR staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CMAR desires to change such key personnel from performing such services under this Contract, the CMAR shall submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel shall include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.
- 6.5.2 The CMAR shall maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CMAR's staff, the CMAR shall take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

- 6.6.1 The CMAR is and shall be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract shall be as to the results of the work only. No provision in this Contract shall give or be construed to give the City the right to direct the CMAR as to the details of accomplishing the work or Deliverable. These results shall comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

- 6.7.1 Prior to beginning the work or Deliverable, the CMAR shall furnish the City for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

- 6.8.1 The CITY, at its sole discretion, may terminate this Contract for convenience or abandon any portion of the Project for which services have not been performed by the CMAR, upon fourteen (14) days written notice delivered to CMAR personally or by certified mail. This Contract may be terminated pursuant to ARS Sec. 38-511.
- 6.8.2 Immediately after receiving such notice, the CMAR shall discontinue advancing the services under this Contract and proceed to close said operations under this Contract. The CMAR shall appraise the services he/she has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CMAR's work to appraise the services completed.
- 6.8.3 CMAR shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CMAR under the contract, entirely or partially completed, together with all unused materials supplied by the CITY.
- 6.8.4 In the event of such termination or abandonment, the CMAR shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CMAR based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CMAR and the CITY. However, in no event shall the fee exceed that set forth in Article 4 of this agreement.
- 6.8.5 The CITY shall make final payment within sixty (60) days after the CMAR has delivered the last of the partially completed items and the final fee has been agreed upon.
- 6.8.6 In the event this agreement is terminated, the CITY shall have the option of completing the work, or entering into an agreement with another party for the completion of the work according to the provisions and agreements herein.

6.9 DISPUTES

- 6.9.1 A dispute escalation process will be utilized to resolve questions of fact during the course of this Contract in accordance with Maricopa Association of Governments Uniform Standard Specifications Section 110.3. The final determination shall be made by the CITY.

6.10 RECORDS/AUDIT

- 6.10.1 Records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate agency, reserve the right to audit the CMAR's records in compliance with local, state or Federal policies, statutes or at the City's discretion. Rates shall be as established in Exhibit A.
- 6.10.2 The CMAR shall include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers, who have reimbursable GMP type contracts, providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate agency, has access to the Subconsultants', Subcontractors', and Suppliers' records.

6.11 INDEMNIFICATION

- 6.11.1 To the fullest extent permitted by law, the CMAR shall indemnify, defend, and hold harmless the City of Kingman, its agents, its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs relating to or arising out of this agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CMAR or any such contractor, subcontractor or design professional or other persons employed or used by the CMAR or any such contractor, subcontractor or design professional in the performance of the contract or subcontract.
- 6.11.2 In any and all claims against the indemnified parties by any employee of the CMAR, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the defense and indemnification obligation in this article on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR, or any subcontractor, or any supplier or other person under workmen’s compensation acts, disability benefit acts, or other employee acts.
- 6.11.3 The CMAR shall also defend, indemnify and hold harmless the City of Kingman, the Design Professional, the Owner’s representative, any jurisdiction or agency issuing permits for any work involved in the project, and their consultants, and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney’s fees and other costs, including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CMAR to faithfully perform the work and all of the work and all of the CMAR’s obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorney’s fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- 6.11.4 In case any claim, action, suit or proceeding is brought against the City of Kingman, Design Professional, or any indemnified party by reason of any act or condition requiring indemnification by the CMAR hereunder, the indemnified party(ies) receiving notice of said claim, action, suit or proceeding shall notify the CMAR promptly of the same, and the CMAR shall, at the CMAR’s expense, compromise, resist or defend, as appropriate, such claim, action, suit or proceeding, or cause the same to be compromised, resisted or defended, by the insurer of the liability, by the CMAR, or by legal counsel retained by the insurer or CMAR. The indemnified party shall have the right to approve the legal counsel selected by the CMAR or the insurer of the liability, which approval shall not be unreasonably withheld.
- 6.11.5 The defense, indemnification, hold harmless provisions and City’s Liability Insurance set forth herein shall survive any termination of this Agreement.
- 6.11.6 The CMAR shall have no obligation to indemnify or defend under this contract to the extent such claims, damages, losses and expenses are caused by the sole negligence of a party indemnified hereunder.

6.12 NOTICES

- 6.12.1 Unless otherwise provided herein, demands under this Contract shall be in writing and shall be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	Mr. Michel A. Prior P.E., Asst. City Engineer 310 N. 4 th Street (mail) 220 N. 4 th Street (physical) Kingman, Arizona 86401
To CMAR:	Mr. William Freiday, President Freiday Construction, Inc. 3360 N. Bank Street Kingman, AZ 86409

6.13 COMPLIANCE WITH LAWS

- 6.13.1 The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, CMAR hereby warrants to the City that the CMAR and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the CMAR to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the CMAR and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. CMAR agrees to assist the City in regard to any such inspections. The CMAR and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The CMAR and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither the CMAR nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the CMAR or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

- 6.13.2 The CMAR further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Contract.

6.14 CONFLICT OF INTEREST

- 6.14.1 The CMAR agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the CMAR agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CMAR gains such interest during the course of this Contract. If the CMAR gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract shall be at the sole discretion of the CITY.

The CMAR shall not engage the services on this Project of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated and/or approved billings or contract modifications for this CMAR.

- 6.14.2 The CMAR agrees that it shall not perform services on this Project for any subcontractor, or any supplier.

6.15 CONTRACTOR'S LICENSE

- 6.15.1 Prior to award of the Contract, the CMAR shall provide to the City's Engineering Department, its Contractor's License Classification and number and its Federal Tax I.D. number.

6.16 SUCCESSORS AND ASSIGNS

6.16.1 This Contract shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

6.17 FORCE MAJEURE

6.17.1 If either party is delayed or prevented from the performance of any service, in whole or part, required under this Contract by reason of acts of God or other cause beyond the control and without fault of that party (financial inability excepted), performance of that act will be excused, but only for the period of the delay. The time for performance of the act will be extended for a period equivalent to the period of delay.

6.18 COVENANT AGAINST CONTINGENT FEES

6.18.1 The CMAR affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CMAR to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the CITY may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

6.19 NON-WAIVER PROVISION

6.19.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.20 JURISDICTION

6.20.1 This Contract shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflicts or choice of law provisions thereof. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Mohave County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

6.21 SURVIVAL

6.21.1 All warranties, representations and indemnifications by the CMAR shall survive the completion or termination of this Contract.

6.22 MODIFICATION

6.22.1 Additional services, which are outside the scope of basic services contained in this agreement, shall not be performed by the CMAR without prior written authorization from the CITY. Additional services, when authorized by an executed Contract or an Amendment to the Professional Services Contract shall be compensated for by a fee mutually agreed upon between the CITY and the CMAR.

6.23 SEVERABILITY

6.23.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.24 INTEGRATION

6.24.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.25 TIME IS OF THE ESSENCE

6.25.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.26 THIRD PARTY BENEFICIARY

6.26.1 This Contract shall not be construed to give any rights or benefits in the Contract to anyone other than the City and the CMAR. All duties and responsibilities undertaken pursuant to this Contract shall be for the sole and exclusive benefit of the City and the CMAR and not for the benefit of any other party.

6.27 COOPERATION AND FURTHER DOCUMENTATION

6.27.1 The CMAR agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

6.28 CONFLICT IN LANGUAGE

6.28.1 All work or Deliverables performed shall conform to all applicable City of Kingman codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract shall prevail.

6.29 CITY'S RIGHT OF CANCELLATION

6.29.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Kingman pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

ARTICLE 7 – INSURANCE

7.1 INSURANCE

Without limiting any of their obligations or liabilities, the CMAR, at his own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-. Use of alternative insurers requires prior approval from CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this contract.

7.2 GENERAL CLAUSES

7.2.1 **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this contract, shall name the CITY, its agents, representatives, directors, officials, employees, and officers, and the Design Professional as additional insureds, and shall specify that insurance afforded the CMAR shall be primary insurance, and that any insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the CMAR.

7.2.2 **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the CITY.

- 7.2.3 **Primary Coverage.** The CMAR's insurance shall be primary insurance as respects CITY and any insurance or self insurance maintained by CITY shall be excess of the CMAR's insurance and shall not contribute to it.
- 7.2.4 **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect CITY.
- 7.2.5 **Waiver.** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CMAR.

7.3 DEDUCTIBLE/RETENTION

The policies may provide coverage, which contain deductibles or self-insureds retentions. Such deductible and/or self-insureds retentions shall not be applicable with respect to the coverage provided to CITY under such policies. The CMAR shall be solely responsible for deductible and/or self-insured retentions.

7.4 CERTIFICATES OF INSURANCE

Prior to commencing services under this Contract, CMAR shall furnish CITY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CMAR's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

City of Kingman
Engineering Department
310 N. 4th Street (mail)
220 N. 4th Street (physical)
Kingman, Arizona 86401

7.5 WORKERS' COMPENSATION

The CMAR shall carry Workers' Compensation insurance to cover obligations imposed by Federal and state statutes having jurisdiction of CMAR employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$500,000 disease policy limit.

In case services are subcontracted, the CMAR shall require the Subconsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CMAR.

7.6 AUTOMOBILE LIABILITY

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$2,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CMAR services. Coverage shall be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof).

7.7 COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance with unimpaired limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, property damage, personal injury,

products and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage shall be at least as broad as Insurance Service Office policy form CG 0001 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests" provision (aka "Cross liability" and "separation of insured").

7.8 PROFESSIONAL LIABILITY

The CMAR retained by the CITY, to provide any engineering services required by the Contract shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CMAR or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. Any subconsultant to the CMAR providing engineering services shall be required to provide Professional Liability insurance in the same limits. Evidence of such insurance shall be provided to the Owner.

7.9 UMBRELLA/EXCESS LIABILITY

Umbrella/Excess Liability insurance with an unimpaired limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

7.10 VALUABLE PAPERS

Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CMAR used in the completion of this contract. The limit of coverage for "valuable papers" will be \$25,000.

7.11 OWNER LIABILITY

The City of Kingman requires an owner's Liability policy to cover the City during construction, which policy shall remain in effect through the date of final acceptance. This policy shall be provided at the time of the construction contract. (Not applicable to the design phase.)

IN WITNESS WHEREOF, we have set our hands and seal the day, month and year first above written.

CONSTRUCTION MANAGER AT RISK

[Handwritten signature]

OWNER OR PRESIDENT

State of Arizona)
)ss.
County of Mohave)



Subscribed and Sworn to
Before Me This 4th day of
January, 2015.

[Handwritten signature]

Notary Public
My Commission Expires: 5/31/16

CITY OF KINGMAN, ARIZONA

RICHARD ANDERSON, MAYOR

Attest:

SYDNEY MUHLE, CITY CLERK

CMAR CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENTS

CITY OF KINGMAN, ARIZONA PROJECT NO. ENG12-010

1.1 Insurance: The CMAR shall obtain, pay for and maintain, or cause to be obtained, paid for and maintained, the insurance coverage listed below during the duration of this contract without reimbursement obligation on the part of the City. Carriers must be duly licensed to business in the State of Arizona, possessing a current A.M. Best, Inc. rating of A- or better. In the event any insurance policy(ies) required herein is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of project.

1.2 Minimum Limits of Coverage:

Type of Insurance	Liability Limits
	MINIMUM COVERAGE
1. Worker's Compensation	Statutory
2. Employer's Liability*	\$1,000,000 each occ \$500,000 disease policy limit \$100,000 each employee
3. Commercial Automobile Liability*	\$1,000,000 CSL each occurrence
4. Commercial General Liability including Contractual and Product/Completed Operations*	\$1,000,000 ea occurrence/ \$2,000,000 General Aggregate
5. Pollution Liability*	\$1,000,000 ea occurrence \$2,000,000 General Aggregate
6. Excess Liability*	\$5,000,000
7. Builder's Risk*	No less than the full replacement value of the project

*2 Employer's liability shall contain a waiver of subrogation against the City.

*3. Commercial auto liability includes auto hazards for the owned, non-owned and hired, leased rented, borrowed or otherwise, assigned to or used in connection with the construction of the project.

*4. Commercial general liability shall be written on an occurrence basis and covering liabilities arising out of construction of the project herein. Policy shall not exclude explosion, collapse, underground (XCU) hazards, nor the products and completed operations hazards, or inadvertent construction defects, and shall include broad form property damage. Contingent liability for independent contractors coverage must be included. Products and completed operations liability coverage shall be maintained throughout the contract and shall extend for a period of not less than five years following acceptance of the project. Contractual liability applies to the hold-harmless provisions of the contract between the named insured and the City of Kingman, for the project described above, as well as any liability assumed in contractors

agreements the insured makes in connection with insured operations. If the policy has an aggregate limit, that limit shall not be less than \$2,000,000.

- *5. Pollution liability insurance written on an occurrence form basis. If policy is written on a claims made basis, CMAR shall continue such coverage, either through policy renewals or the purchase of an extended discovery period for three years from the project acceptance date. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be not later than the date of the commencement of any construction.
- *6. Amount sufficient to cover difference in limits when compared to minimum coverage required so long as the excess coverage is written on a "follow form" or umbrella basis.
- *7. When the project includes construction of a new, or modification of an existing structure for the City, a course of construction policy covering all perils usual to "all-risk" coverage, including, but not limited to fire extended coverage, vandalism and malicious mischief, theft, collapse, earth movement, earthquake, windstorm, water damage and flood, in the amount of no less than the full replacement value of the project shall be provided. Such policy shall include coverage for materials stored off site and in transit and shall specifically cover loss or damage arising as a consequence of faulty workmanship or materials or design error. The CMAR is to be named as Loss Payee and shall act as fiduciary/trustee for the distribution of claim payments for the benefit of and to the extent that any party has an insurable interest under the policy. Parties having an interest shall include any named insured and additional insured under the policy.

1.3 Additional Insured: **Except** for workmen's compensation, professional liability and employer liability insurance, the City of Kingman and the Design Professional are added as an additional insured by endorsement for all work done by the named insured. It is agreed that any insurance maintained by the City of Kingman will only apply in excess of the coverages and limits described above.

1.4 Insurance Certificates: Certificates of Insurance and endorsements meeting requirements herein shall be received prior to commencement of performance under this contract. If a policy does expire during the life of the project, a renewal certificate of the required coverage will be sent to the City of Kingman not less than five (5) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman
Engineering Department
310 N. 4th Street (mail)
220 N. 4th Street (physical)
Kingman, Arizona 86401

EXHIBIT A

DESIGN PHASE GMP PROPOSAL

(WITH ATTACHMENTS)

ENG 14-084

DESIGN PHASE GUARANTEED MAXIMUM PRICE

Task Performed	Subcontractor	Labor	Equipment	Profit	Total Cost
		<i>See attached rate sheet</i>	<i>See attached rate sheet</i>	10%	
<i>Castle Rock Booster Station Tank Design. Includes paint sampling & testing.</i>	Paso Robles Tank, Inc. \$20,000.00			\$2,000.00	\$22,000.00
<i>Soft dig exploration for utility conflicts & rock profiling (soft dig trk.)</i>			\$18,000.00	\$1,800.00	\$19,800.00
<i>Excavation for rock profiling. (mini-excavator & rubber tired hoe)</i>			\$10,000.00	\$1,000.00	\$11,000.00
<i>Supervision for subsurface investigation.</i>		\$3,000.00		\$300.00	\$3,300.00

TOTAL COST: \$56,100.00

FREIDAY CONSTRUCTION, INC.
 3360 N. Bank Street (86409)
 P. O. Box 4267
 Kingman, AZ 86402

(928) 757-2176 Phone
 (928) 757-4638 Fax

EQUIPMENT RENTAL RATES

January, 2009

<u>LABOR</u>	<u>HOURLY</u>	<u>CRANES</u>	<u>HOURLY</u>
Labor	45.00	#137 Drott Crane	133.00 (4 hour minimum)
Operator	55.00	#82 Ford Boom Truck	69.00
Foreman	60.00		
Operator/Warehousemen	55.00		
Supervisor	83.00		
Per Deum (Per day)	93.00		
		<u>FORKLIFTS</u>	
		#77 Hyster	75.00
		#161 Pettibone	83.00
		#142 Baker York	83.00
		#191 Toyota Forklift	55.00
		<u>HOT TAPS</u>	
		6" & Smaller	302.00
		8" Line	500.00
<u>WELDER/MECHANIC</u>		<u>TRUCK/TRAILERS</u>	
Shop Welder/Mechanic	72.00	Any combination	94.00
Jobsite Welder	83.00	Heavy Haul (#116-179)	115.00
Pattern Torch	72.00	Vac Truck	132.00
Pressure Testing	83.00		
		<u>DUMP TRUCKS</u>	
<u>BACKHOES</u>		All dump trucks	83.00
<i>All Standard Backhoes:</i>	83.00	<u>WATER TRUCKS</u>	
#60 Kobelco Excavator	138.00	#38 Euclid	83.00
#73 Cat 231D (Track hoe)	145.00	#4 Ford	77.00
#149 304.5 Bobcat	83.00	#187 Louisville	85
#159 Kobelco K916 LC Excavator	192.00	Shade sand-18 yds/load	6.50/ton
#191 Cat Skid Steer	68.00	AB	6.50/ton
		<u>OUT OF SCOPE CONTRACT RATE:</u>	
<u>TRENCHERS</u>		**We will add 18% to all materials, equipment rental and subcontractors outside normal scope of contract work!!	
#5 Barber Green	105.00		
#23 DW Asphalt Cutter	86.00		
#143 DW, Mod. 6510	88.00		
#196 Pacific Trencher	220.00		
<u>EARTHMOVING</u>			
#35 Trojan Loader	99.00		
#54 Inter. TD20 Dozer	132.00		
#102-107 HD41	275.00		
#106 Cat 16G Grader	176.00		
#139 Case W24B Loader	99.00		
#152 Case 921 Loader	109.00		
#154 Cat 140G Grader	109.00		
#216 Daewoo	108.00		

NOTE:

**All equipment rates are fueled & operated.

**REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
2014 WATER AND SEWER PROJECTS
ENG14-084
October 31, 2014**

The City of Kingman (City) is seeking a qualified construction manager/general contractor to provide complete construction services as the Construction Manager at Risk (CMAR) for multiple water and sewer projects located within the City of Kingman's general water and sewer service area.

SECTION I-PROJECT DESCRIPTION

The City of Kingman is expanding and improving its water and sewer systems within the City's water and sewer service area by either replacing old mains or expanding service with new mains. This work also includes the rehabilitation of two welded steel tanks (A) one 126,000 gallon and (B) one 150,000 gallon. This contract will consist of eleven (12) water related projects and ten (10) sewer line projects. The project areas are shown on vicinity maps 1-6. A brief description of each project including the anticipated budget and schedule is given below.

Project 03-W-0009 – This work includes the installation of new water mains in Metcalfe Road, Gold Street and Silver Street between Spring Street and Lead Street. The existing mains are 2", 4" and 6" and are in need of replacement. The homes in this area are being served from the mains in the alleys. This project will construct new mains in the streets and construct new service lines to each home. The contractor will switch each home from the old service to the new service. The estimated budget for this project is \$172,000.

Project ENG12-013 – This work includes the installation of a new water main and water services in Jagerson Avenue from Bank Street to Marshall Drive. Currently the homes on Jagerson Avenue are being served from a water main in the alley. The contractor will construct new service lines to each residence and switch each home from the old main to the new proposed main. The estimated budget for this project is \$190,000.

Project ENG13-054 – This work includes the installation of a new water main in the vicinity of Stirrup Drive and Palo Verde Drive. An old 6" main in need of replacement currently serves the residents in that area. This project will construct a new 8" main and switch the existing connections over to the new proposed main. The estimate budget for this project is \$130,500.

Project ENG13-059 – This work includes the installation of new water mains in the vicinity of Pine Street and 6th Street. The existing mains in this area are 4" and 6" and are in need of replacement. The project will construct a new 8" main and switch the existing connections over to the new proposed mains. The estimated budget for this project is \$185,000.

Project ENG14-085 – This work includes the installation of a new water main in the alley north of Goldroad Avenue between 4th Street and 5th Street in downtown Kingman. An old 4" main in need of replacement currently serves the residents in that area. This project will construct a new 8" main and switch the existing connections over to the new proposed main. The estimated budget for this project is \$36,000.

Project ENG14-086 – This work includes the installation of a new water main in the alley north of Beale Street between 7th Street and Mohave County Probation Dept. Building. An old 4" and 2" main in need of replacement currently serves the area. This project will construct a new 8" main and switch the existing connections over to the new proposed main. The estimated budget for this project is \$75,000.

**REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
2014 WATER AND SEWER PROJECTS
ENG14-084**

Project ENG14-087 – This work includes the installation of a new water main on 3rd Street beginning at the alley south of Oak Street and ending at Pine Street. An old 6” main currently serves the area and is in need of replacement. The project will construct a new 8” main and switch the existing connections over to the new proposed main. The estimated budget for this project is \$76,000.

Project ENG14-094 – This work includes the installation of a new water main in Spruce Street between Darby Lane and 1st Street and on 1st Street north to the end of the road. An old 6” main in need of replacement currently serves the area. This project will construct a new 8” main and switch the existing connections over to the new proposed main. The estimated budget for this project is \$48,000.

Project ENG14-095 – This work includes the installation of a new pressure reducing valve near the City of Kingman Southside Park. An existing PRV on the line north of the park is in need of replacement. This project will remove the old PRV from the system and install a new PRV in a vault at the park. The estimated budget for this project is \$36,000.

Project ENG14-096 – This work includes the installation of a new water main on Crestwood Drive from Gordon Drive a distance of 650 feet southeast of the intersection. An old 4” and 1” main currently serves the area and is in need of replacement. The project will construct a new 8” main and will switch the existing connections over to the new proposed main. The estimated budget for this project is \$78,000.

Project ENG14-097 – This work includes the installation of a new water main on Evans Street and Melody Street between Kino Avenue and Gordon Drive. Old 3” mains currently serve the area and are in need of replacement. The project will construct new 8” mains and switch the existing connections over to the new proposed main. The estimated budget for this project is \$294,000.

Project ENG14-105 – This work includes the rehabilitation of the Castle Rock Forebay welded steel tanks at the intersection of Gordon Drive and Castle Rock Road. The project will consist of sand blasting and recoating the existing tanks, installation of a cathodic protection system, and steel piping and valving. The estimated budget for this project is \$200,000.

Project 05-S-0030 – This work includes the installation of a new sewer main in the vicinity of Chestnut Street and 1st Street. The project will construct a new 8” main and install sewer laterals to existing homes in the area. The estimated budget for this project is \$100,000.

Project ENG08-084 – This work includes the abandonment of an existing lift station and the installation of a new sewer trunk main. A new trunk main ranging from 10” to 12” constructed beginning at the lift station north of Walleck Ranch and ending at the intersection of Sierra Vista Avenue and Bank Street. This project will also include a wash crossing at Sierra Vista Avenue. The estimated budget for this project is \$550,000.

Project ENG12-021 – This work includes the installation of a new sewer main on Southern Avenue between Jackson Street and Monroe Street. The project will construct a new 8” main and install sewer laterals to existing homes in the area. The estimated budget for this project is \$40,000.

Project ENG14-088 – This work includes the installation of a new sewer main in the vicinity of Southern Avenue and Adams Street. The project will construct a new 8” main and install sewer laterals to existing homes in the area. The estimated budget for this project is \$20,000.

**REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
2014 WATER AND SEWER PROJECTS
ENG14-084**

Project ENG14-090 – This work includes the installation of a new sewer main on Lovin Avenue between Washington Street and Eastern Street. The project will construct a new 8” main and install sewer laterals to existing homes and properties in the area. The estimated budget for this project is \$55,000.

Project ENG14-091 – This work includes the installation of a new sewer main on Colorado Avenue between Adams Street and Eastern Street. The project will construct a new 8” main and install sewer laterals to existing homes and properties in the area. The estimated budget for this project is \$75,000.

Project ENG14-092 – This work includes the installation of a new sewer main on Valentine Avenue between Fairgrounds Boulevard and Chloride Street. The project will construct a new 8” main and install sewer laterals to existing homes in the area. The estimated budget for this project is \$45,000.

Project ENG14-093 – This work includes the installation of a new sewer main on John L. Avenue between Castlerock Road and Jimmie Drive. The project will construct a new 8” main and install sewer laterals to existing homes and properties in the area. The estimated budget for this project is \$120,000.

Project ENG14-098 – This work includes the installation of a new sewer main on Jerome Street between Airfield Avenue and Pacific Avenue. The project will construct a new 8” main and install sewer laterals to existing homes in the area. The estimated budget for this project is \$50,000.

Project ENG14-099 – This work includes the installation of a new sewer main on Prescott Street between Airfield Avenue and Pacific Avenue. The project will construct a new 8” main and install sewer laterals to existing homes in the area. The estimated budget for this project is \$47,500.

The total estimated construction cost for performing the work under this project is expected to be about \$2.6 million. Project ENG14-105 is expected to be complete by April 15, 2015. The City is expecting to construct the majority of the remaining projects, which are budgeted in the current fiscal year, by June 30, 2015. All projects are expected to be complete within 2 years of the date of the RFQ subject to budgetary funding by the City Council.

SECTION II–SCOPE OF WORK

The City will retain the CMAR to represent and promote the City’s interests during both design and construction phases of the project. General roles and responsibilities required of the CMAR include the following:

- Develop and maintain the project cost model and project schedule during both design and construction phases and lead the project team in ensuring compliance with critical deadlines, milestone and budgetary targets.
- Actively participate in project coordination meetings, design reviews and partnering sessions.
- Apply the CMAR’s best expertise, knowledge and skills to identify and recommend alternatives to advance the project’s interests.
- Provide a truly collaborative process, which leverages all parties’ expertise and strengths.
- Actively contribute to the advancement and development of the project.
- Prepare and submit a Guaranteed Maximum Price (GMP) proposal that complies with the project cost model and project budget.

**REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
2014 WATER AND SEWER PROJECTS
ENG14-084**

- Bear complete risk for any costs in excess of the GMP.
- Comply with the City's contracts for CMAR design phase and construction phase services without modification.

Anticipated scope items for each phase of the project are listed below:

Design Phase

During the design phase services by the CMAR may include (but not be limited to):

- Detailed construction estimates
- Detailed cost model that validates the project's budget, with stated assumptions
- Updates and refinements to the cost model as design is finalized
- Advice regarding materials, material costs and escalations
- Subsurface utility and soil investigations if deemed necessary
- Utility company coordination
- Provide long-lead procurement studies and initiate procurement of long lead items
- Documented constructability reviews that shall minimize construction issues, RFI's and change orders.
- Construction sequencing to optimize overall construction time
- Concurrence with plans and specifications prior to construction
- Early establishment of contractor's indirect costs such as general conditions, fee, bonds, insurance, tax and overhead.
- Prepare and submit a Guaranteed Maximum Price (GMP) proposal that complies with the project cost model and project budget.

Construction Phase

Construction phase services by the CMAR may include (but not be limited to):

- Serve as the general contractor during construction
- Coordinate with various City departments and other agencies, utility companies, etc.
- Arrange for procurement of materials and equipment
- Schedule and manage site operations
- Award and manage all construction related contracts and subcontracts while meeting the City goals including use of local firms. The City prefers that local firms be employed to the maximum extent practicable.
- Provide quality controls
- Bond and insure the construction, as required by the contract
- Comply with all federal, state and local permitting requirements
- Deal with Owner issues
- Maintain a safe work site for all project participants.
- Prepare and turn over record drawings

Prior to construction, the CMAR will assume the risk of delivering the project through a guaranteed maximum price contract. The CMAR will be responsible for construction means and methods and will be allowed to self-perform the work in accordance with Arizona law (CMAR will be required to

**REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
2014 WATER AND SEWER PROJECTS
ENG14-084**

self-perform not less than forty-five percent of the work). For all subcontracts, the CMAR will be required to solicit bids based on their subcontractor selection plan that complies with Arizona law. If the CMAR and the City cannot agree on the final GMP the City reserves the right to end negotiations and commence discussions with the next ranked firm or end the procurement under this advertisement.

SECTION III–PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on November 21 at 10:00 AM Local Time at the Kingman Council Chambers at 310 N. Fourth Street, Kingman, AZ 86401. At this meeting the design team, including City staff, will discuss the scope of work, general contract issues and respond to questions from the attendees. This pre-submittal conference is not mandatory but is highly recommended for all interested firms.

SECTION IV–STATEMENT OF QUALIFICATIONS SELECTION CRITERIA

The CMAR will be selected through a qualifications-based selection process. Firms interested in providing CMAR services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

A. General Information. (10 points)

1. Provide a general description of the firm and/or team that is proposing to provide CMAR services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing key personnel.
2. Provide the following information:
 - a. List the Arizona professional and contractor licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm.
 - b. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims (public or private, including third party claims) arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes.
 - c. Describe the firm's bonding capacity. Include as an appendix a letter from an A- or better surety company that substantiates the firm's/team's stated bonding capacity. (Said letter included in the appendix will not count towards the maximum page limit of the SOQ.)

B. Experience and qualifications of the firm/team. (15 points)

1. Identify at least three water and/or sewer projects in which the firm served as either CMAR or Design Builder, agency Construction Manager during design and construction phases (without providing construction services), and/or General Contractor within the past eight years. Additionally, identify projects that have involved coordination with residents for water service switchovers, or other projects involving public input. Preference will be given to firms that have provided CMAR or Design Build services on successful projects.

**REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
2014 WATER AND SEWER PROJECTS
ENG14-084**

For each comparable project identified, provide:

- Description of project
- Role of the firm (specify whether CMAR, Design Builder, Construction Manager or General Contractor.)
- Project's original contracted construction cost and final construction cost
- Construction dates
- Project Owner
- Reference information (two names with telephone numbers per project).

C. Experience of key personnel to be assigned to this project. (30 points)

1. (5 points) For each key person identified, list at least two projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects, provide:
 - Description of project
 - Role of the person
 - Project's original contracted construction cost and final construction cost
 - Construction dates
 - Project Owner
 - Reference information (two contacts, including roles on the projects and telephone numbers per project).
2. (20 points) Highlight each key person's experience in the following areas: collaborative design experience on similar projects, utility company coordination, conceptual costing experience/knowledge, value engineering/constructability experience, experience with switching residences over to new service lines, major wash crossings, and abandonment of lift stations.
3. (5 points) List any proposed consultants, including key staff names and the experience and qualifications of these individuals.

D. Understanding of the project and approach to performing the required services. (25 points)

1. (5 points) Discuss the major issues your team has identified on this project and how you intend to address those issues.
2. (5 points) Discuss the particular expertise your team offers and how you propose to use this expertise to benefit and add value to the project.
3. (5 points) Describe systems used for planning, scheduling, estimating and managing construction; and briefly describe the firm's experience on quality control, dispute resolution, and safety management.
4. (10 points) Describe your understanding of the CMAR role for the project and its responsibilities. Describe your approach to performing preconstruction services.

E. Subcontractor Selection Plan (10 points)

**REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
2014 WATER AND SEWER PROJECTS
ENG14-084**

Briefly describe your subcontractor selection plan. The selection of subcontractors must be based on qualifications or a combination of qualifications and price, but should not be based on price alone. (Note: your Subcontractor selection plan will be included in the CMAR contract.) Discuss the amount of work that may be performed by local subcontractors including suppliers and services.

F. Overall evaluation of the firm/team and its perceived ability to provide the required services. (10 points)

This is to be determined by the selection panel members. No submittal response is required.

SECTION V–SUBMITTAL REQUIREMENTS

Firms interested in the above project should submit a SOQ clearly identifying this project on the cover of the SOQ **which includes a one-page cover letter plus a maximum length of twelve pages to address the SOQ criteria (excluding resumes but including organization chart)**. Resumes for each key team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ. Please provide **an original plus 6 copies (total of seven) of the SOQ by ~~12:00 noon~~ 3:00 p.m. local time on Friday, December 5, 2014**.

Delivered or hand-carried submittals must be delivered to the City Clerk at the address given below. On the submittal package, please display: firm name, project number, and/or project title.

Interested teams are invited to respond in writing to:

Sydney Muhle, City Clerk
310 N. 4th Street (mailing)
Kingman, Arizona 86401

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date and time
- The number of originals and/or copies of the submittal specified
- Adherence to maximum page requirement

Adherence to the maximum page criterion is critical; each page side (maximum 8 ½ by 11-inches) with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages.

SECTION IV–SELECTION PROCESS AND SCHEDULE

A Selection Committee will evaluate each SOQ according to the above criteria and will be based solely on qualifications of the firm/team. The selection panel will produce a rank-ordered list of at least the top three, but no more than five firms. Interviews will not be conducted as part of the selection process. The City intends to enter into negotiations with the top ranked firm and execute a contract upon completion of negotiation of fees and contract terms for City Council approval. If the City is unsuccessful in negotiating a contract with the best-qualified team, the City may then

**REQUEST FOR QUALIFICATIONS
CITY OF KINGMAN
2014 WATER AND SEWER PROJECTS
ENG14-084**

negotiate with the second or third most qualified team until a contract is executed, or may decide to terminate the selection process.

The following tentative schedule has been prepared for this project:

SOQ submittal date	December 5, 2014
SOQ reviewed by committee	December 19, 2014
Firms notified of selection	December 22, 2014

Instructions. The City of Kingman shall not be held responsible for any oral instructions. Any changes to this Request for Qualifications will be in the form of an addendum, which will be furnished to all registered Request for Qualifications holders.

Firms who pick up a copy of the Request for Qualifications packet or are sent a copy through the City of Kingman's Engineering Department will be included on the Request for Qualifications Holders List. Firms receiving a copy of this packet through any other means (including the City of Kingman website) must register as a Request for Qualifications holder at the Engineering Department or call (928) 753-8122 to register by phone.

Any person or firm desiring to submit a protest in connection with the procurement shall follow the procedures stated in Arizona Revised Statutes 34-603 J.

City Rights. The City of Kingman reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQs received.

Questions. Questions pertaining to the consultant selection process or contract issues should be directed to the City of Kingman's Engineering Department at:

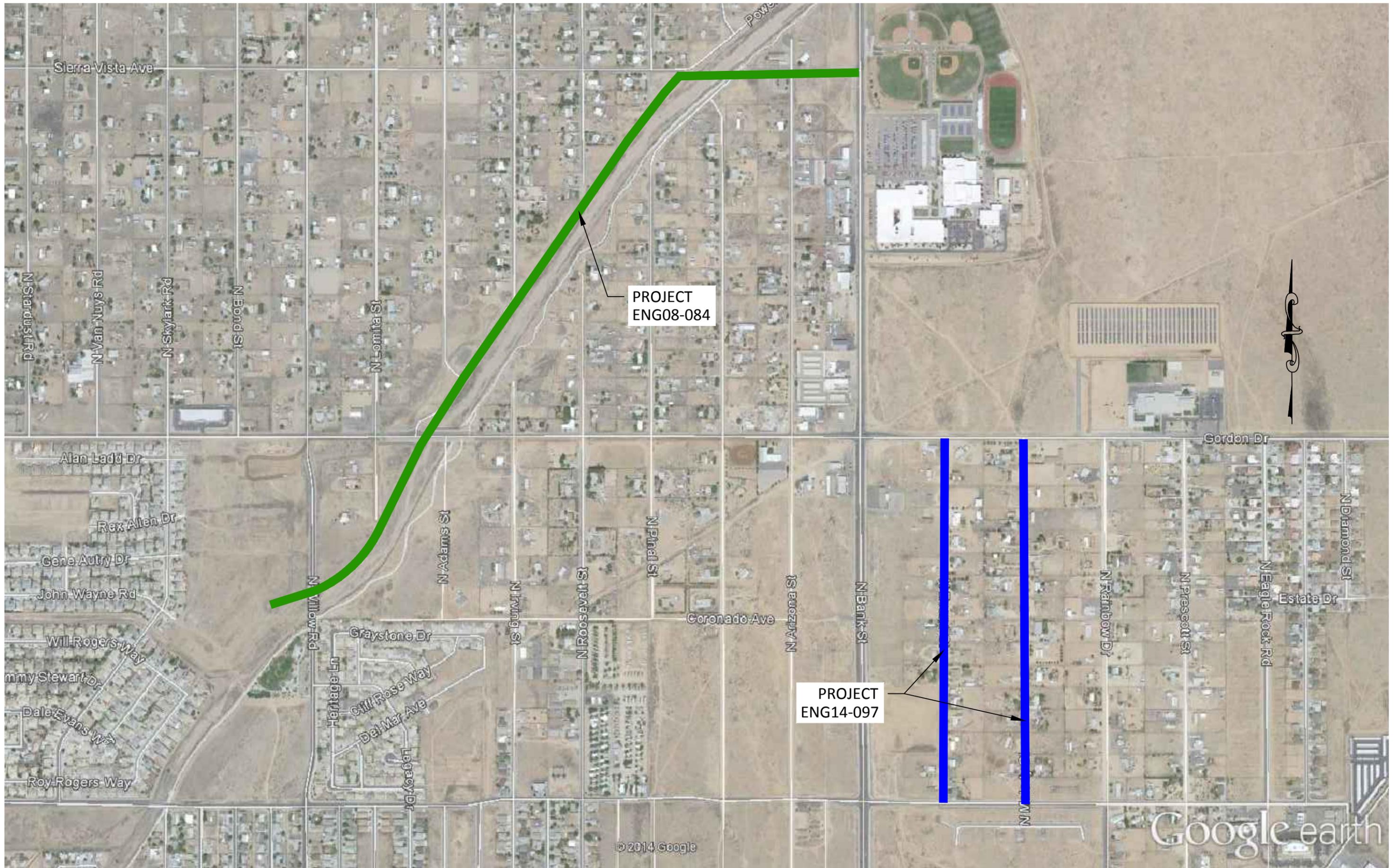
- (1) Mike Prior, mprior@cityofkingman.gov or
- (2) Greg Henry, ghenry@cityofkingman.gov



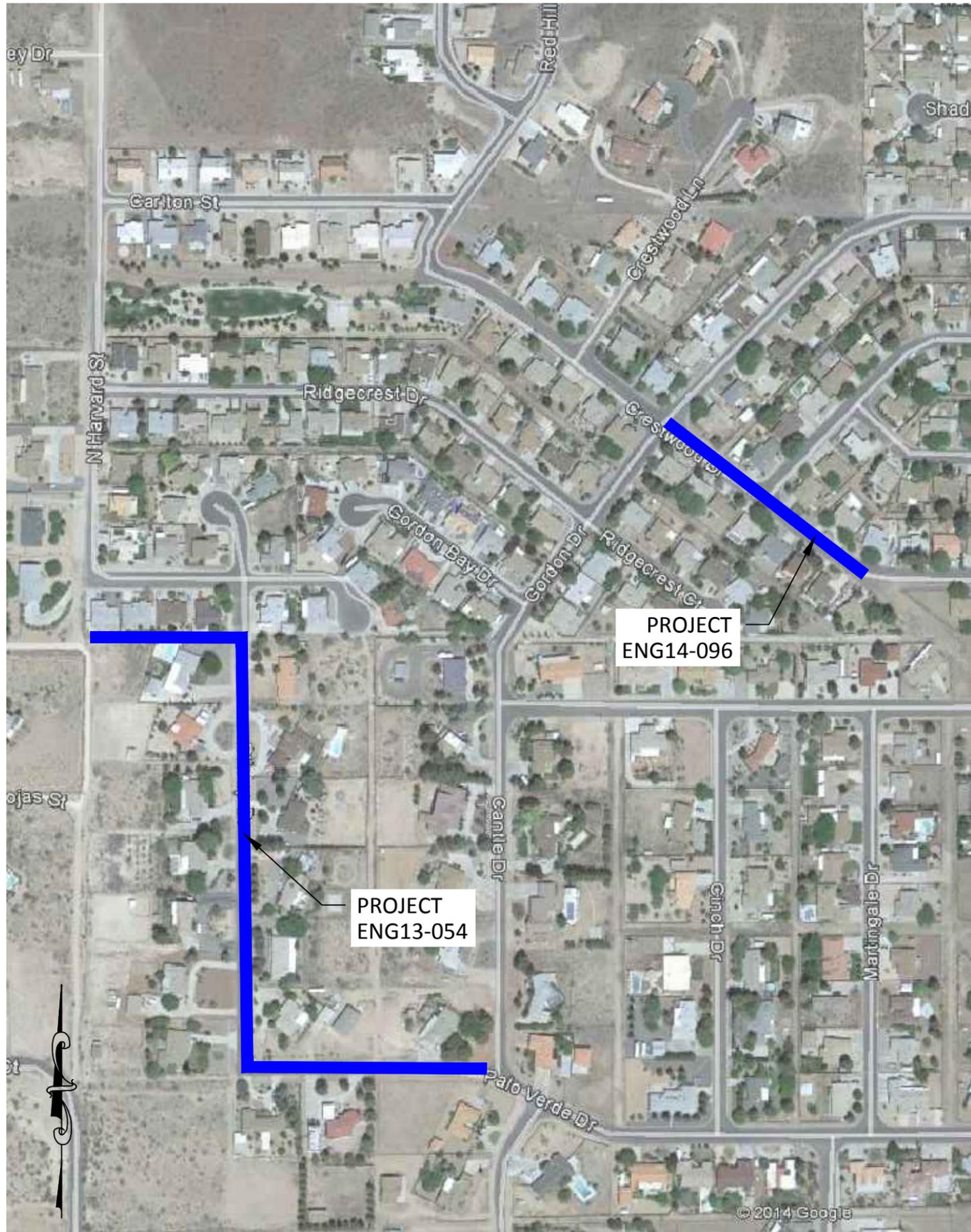
VICINITY MAP 1



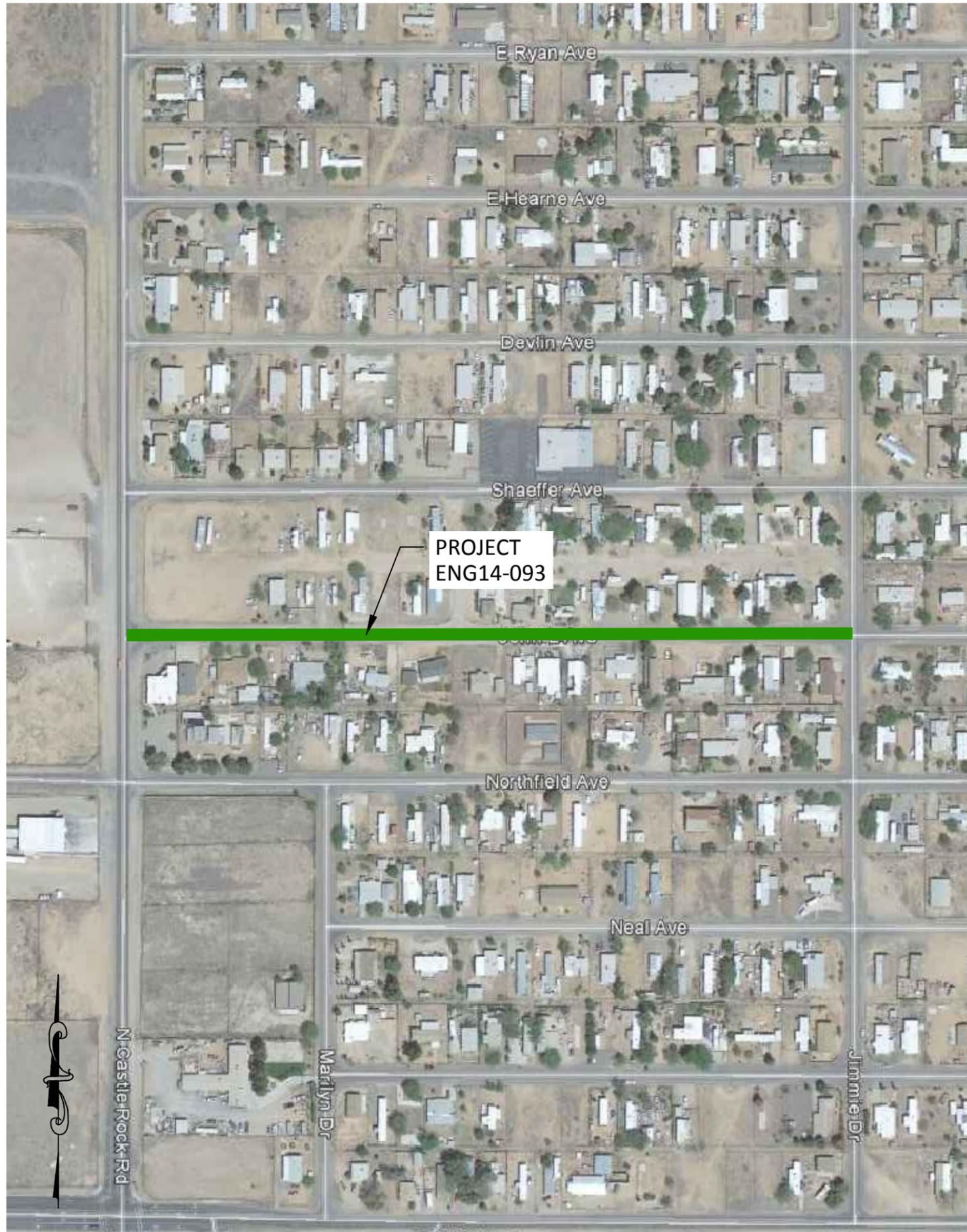
VICINITY MAP 2



VICINITY MAP 3



VICINITY MAP 4



VICINITY MAP 5



Vicinity Map 6

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Coral Loyd, Financial Services Director

MEETING DATE: January 20, 2015

AGENDA SUBJECT: Ordinance 1793 - Housekeeping Text Amendment to Correct and Simplify Section 8A-445(h) of the Kingman Tax Code

SUMMARY: Ordinance 1793 provides a housekeeping text amendment to correct and simplify the Kingman Tax Code Section 8A-445(h) for rental, leasing, and licensing for use of real property. The Arizona Department of Revenue collects for Kingman the city tax applied to renting, leasing and licensing of real property; however, paragraph (h) of Section 8A-445 as historically drafted is incongruent with this intent and needs to be corrected by replacing the text of section 8A-445(h) with the word "reserved".

ATTACHMENT: Ordinance 1793 with amendments.

STAFF RECOMMENDATION: Staff recommends Council adopt Ordinance No. 1793 which corrects and simplifies Kingman Tax Code Section 8a-445(h).

Signature of Dept. Head

City Attorney
Approved as to form

City Manager's Review

AGENDA ITEM: 3d

ORDINANCE NO. 1793

AN ORDINANCE OF THE CITY OF KINGMAN, ARIZONA, RELATING TO THE TRANSACTION PRIVILEGE AND USE TAX CODE; AMENDING SECTION 8A-445(H) OF THE CITY TAX CODE FOR A HOUSEKEEPING TEXT CHANGE REPLACING SECTION 8A-445(H) WITH THE TERM “RESERVED”.

WHEREAS, the City of Kingman Common Council (the “Council”) desires the Arizona Department of Revenue (the “ADOR”) to continue to collect a city transaction privilege tax on applicable rental, leasing, and licensing for use of real property listed under Section 8A-445 of the Kingman City Tax Code; and

WHEREAS, the language of Section 8A-445 includes text to assess a tax rate upon rental and leasing of real property and the ADOR is collecting the city tax; however, the language under paragraph (h) of Section 8A-445 as historically drafted is incongruent with this intent; and

WHEREAS, the Section 8A-445(h) needs to be corrected and simplified in order for the ADOR to continue to collect on behalf of the City of Kingman the transaction privilege tax associated with applicable rental, leasing, and licensing for use the real property;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGMAN, ARIZONA:

Section 1. The following section of the City Tax Code is amended to read:

CHAPTER 8A - PRIVILEGE AND EXCISE TAXES

Article IV - Privilege Taxes

Sec. 8A-445. Rental, leasing, and licensing for use of real property.

- (a) The tax rate shall be at an amount equal to two percent (2%) of the gross income from the business activity upon every person engaging or continuing in the business of leasing or renting real property located within the City for a consideration, to the tenant in actual possession, or the licensing for use of real property to the final licensee located within the City for a consideration including any improvements, rights, or interest in such property; provided further that:
 - (1) Payments made by the lessee to, or on behalf of, the lessor for property taxes, repairs, or improvements are considered to be part of the taxable gross income.
 - (2) Charges for such items as telecommunications, utilities, pet fees, or maintenance are considered to be part of the taxable gross income.
 - (3) However, if the lessor engages in telecommunication activity, as evidenced by installing individual metering equipment and by billing each tenant based upon actual usage, such activity is taxable under Section 8A-470.
- (b) If individual utility meters have been installed for each tenant and the lessor separately charges each single tenant for the exact billing from the utility company, such charges are exempt.

- (c) Charges by a qualifying hospital, qualifying community health center or a qualifying health care organization to patients of such facilities for use of rooms or other real property during the course of their treatment by such facilities are exempt.
- (d) Charges for joint pole usage by a person engaged in the business of providing or furnishing utility or telecommunication services to another person engaged in the business of providing or furnishing utility or telecommunication services are exempt from the tax imposed by this Section.
- (e) (Reserved)
- (f) A person who has less than three (3) apartments, houses, trailer spaces, or other lodging spaces rented, leased or licensed or available for rent, lease, or license within the State and no units of commercial property for rent, lease, or license within the State, is not deemed to be in the rental business, and is therefore exempt from the tax imposed by this Section on such income. However, a person who has one (1) or more units of commercial property is subject to the tax imposed by this Section on rental, lease and license income from all such lodging spaces and commercial units of real estate even though said person may have fewer than three (3) lodging spaces.
- (g) (Reserved)
- (h) **(RESERVED)**
~~Except as may be provided in another Section of this Chapter, the tax prescribed by this Section shall not include gross income from the rental, leasing, or licensing of lodging or lodging space to an individual who resides therein.~~
- (i) (Reserved)
- (j) Exempt from the tax imposed by this Section is gross income derived from the activities taxable under Section 8A-444 of this code.
- (k) (Reserved)
- (l) (Reserved)
- (m) (Reserved)
- (n) Notwithstanding the provisions of Section 8A-200(b), the fair market value of one (1) apartment, in an apartment complex provided rent free to an employee of the apartment complex is not subject to the tax imposed by this Section. For an apartment complex with more than fifty (50) units, an additional apartment provided rent free to an employee for every additional fifty (50) units is not subject to the tax imposed by this Section.
- (o) Income derived from incarcerating or detaining prisoners who are under the jurisdiction of the United States, this State or any other state or a political subdivision of this State or of any other state in a privately operated prison, jail or detention facility is exempt from the tax imposed by this Section.
- (p) Charges by any hospital, any licensed nursing care institution, or any kidney dialysis facility to patients of such facilities for the use of rooms or other real property during the course of their treatment by such facilities are exempt.

- (q) Charges to patients receiving "personal care" or "directed care", by any licensed assisted living facility, licensed assisted living center or licensed assisted living home as defined and licensed pursuant to Chapter 4 Title 36 Arizona Revised Statutes and Title 9 of the Arizona Administrative Code are exempt.
- (r) Income received from the rental of any "low-income unit" as established under Section 42 of the Internal Revenue Code, including the low-income housing credit provided by IRC Section 42, to the extent that the collection of tax on rental income causes the "gross rent" defined by IRC Section 42 to exceed the income limitation for the low-income unit is exempt. This exemption also applies to income received from the rental of individual rental units subject to statutory or regulatory "low-income unit" rent restrictions similar to IRC Section 42 to the extent that the collection of tax from the tenant causes the rental receipts to exceed a rent restriction for the low-income unit. This subsection also applies to rent received by a person other than the owner or lessor of the low-income unit, including a broker. This subsection does not apply unless a taxpayer maintains the documentation to support the qualification of a unit as a low-income unit, the "gross rent" limitation for the unit and the rent received from that unit.
- (s) The gross proceeds of sales or gross income derived from a commercial lease in which a reciprocal insurer or a corporation leases real property to an affiliated corporation. For the purposes of this paragraph:
 - (1) "Affiliated Corporation" means a corporation that meets one of the following conditions:
 - (A) the corporation owns or controls at least eighty percent of the lessor.
 - (B) the corporation is at least eighty percent owned or controlled by the lessor.
 - (C) the corporation is at least eighty percent owned or controlled by a corporation that also owns or controls at least eighty percent of the lessor.
 - (D) the corporation is at least eighty percent owned or controlled by a corporation that is at least eighty percent owned or controlled by a reciprocal insurer.
 - (2) For the purposes of subsection (1), ownership and control are determined by reference to the voting shares of a corporation.
 - (3) "Reciprocal Insurer" has the same meaning as prescribed in A.R.S. Section 20-762.

Section 2. The provisions of this ordinance shall have a retroactive date of January 1, 2011.

PASSED AND ADOPTED by the Mayor and Council of the City of Kingman, Arizona, this 20TH day of January, 2015.

ATTEST:

Sydney Muhle, Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Kathy McCoy, Kingman Magistrate Court

MEETING DATE: January 20, 2015

AGENDA SUBJECT: Renewal of LaPaz County IGA for Housing Inmates

SUMMARY: The three (3) year agreement with LaPaz County will expire on January 30, 2015. LaPaz County would like to continue for an additional three (3) years with no changes to the IGA. This agreement has resulted in savings to The City between \$10,000-\$12,000 each year.

ATTACHMENT: IGA
Resolution #4930

FISCAL IMPACT: The Court has budgeted for payment to LaPaz County.

STAFF RECOMMENDATION: Recommend the Council approve the IGA and Resolution.

Signature of Dept. Head

City Attorney's Review

City Manager's Review

AGENDA ITEM: 3e

CITY OF KINGMAN, ARIZONA

RESOLUTION 4930

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE LA PAZ COUNTY JAIL DISTRICT TO PROVIDE HOUSING AND SET JAIL RATES FOR CITY INMATES

WHEREAS, the Mayor and Common Council have determined, for the betterment of public health, welfare, and safety, to have the La Paz County Jail District provide jail services for those individuals charged and arrested for misdemeanor crimes committed in the City of Kingman, and

WHEREAS, the Mayor and Common Council has determined that housing inmates in the La Paz County Jail will be the most fiscally responsible action for the City regarding the daily costs of inmate housing;

WHEREAS, the Mayor and Common Council have the authority under A.R.S. §11-952 to enter into an intergovernmental agreement to provide housing and set incarceration costs for the City's inmates, and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Common Council authorize the Mayor to sign the IGA.

PASSED AND ADOPTED this ____ day of _____, 2015 by the Mayor and Common Council of the City of Kingman, Arizona.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF KINGMAN
AND
LA PAZ COUNTY JAIL DISTRICT**

THIS AGREEMENT by and between the City of Kingman, an Arizona municipal corporation, "City," and the La Paz County Jail District, a political subdivision of the State of Arizona, "County."

WHEREAS, the Mayor and City Council are authorized by A.R.S. § 11-952 to enter into this Agreement, and by Resolution (ATTACHED) have authorized the Mayor to execute this Agreement; and

WHEREAS, the County is empowered by A.R.S. §§ 11-952, 31-121, 48-4002 & 48-4003 to enter into this Agreement as authorized by action of the La Paz County Board of Supervisors, sitting as the La Paz County Jail District board of directors, taken on the effective date set forth below; and

WHEREAS, A.R.S. § 31-121(D) requires the City to pay the cost of incarceration in a county jail for prisoners arrested by a peace officer employed by the city and charged or sentenced in a municipal court.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. COUNTY'S RESPONSIBILITIES:

1. Provide housing in the La Paz County Jail for any person arrested by a police officer employed by City of Kingman, State of Arizona, and charged in the City of Kingman Municipal Court, and actually housed at the La Paz County Jail Facilities, at a cost to the City of \$65.00 for each prisoner day.
2. Provide housing in the La Paz County Jail for any person convicted in the City of Kingman Municipal Court, and actually housed at the La Paz County Jail Facility, at a cost to the City of \$65.00 per prisoner day.
3. Permit the law enforcement officials of the City, upon request, to enter upon the La Paz County Jail premises at any reasonable hour, which does not disrupt regular jail operations to interrogate a City prisoner or otherwise serve their law enforcement purposes.
4. Maintain records to show the charging, booking and other procedures including all jail rosters concerning the incarceration of persons housed under this agreement in a meticulous orderly and accessible manner and make such records accessible to the City upon request.

5. Maintain records to show time, day, month and year concerning incarceration, subsequent release and/or transfer from La Paz County to Department of Corrections. Such original records shall be accessible to the City upon request.
6. Prisoners will participate in the jail medical co-pay program (\$5.00) and the County will provide and pay for all expenses for over the counter medications, La Paz County Jail will also provide physician, psychiatric, and PA-C care. Due to housing restrictions, no pregnant females will be accepted. When possible and appropriate, the County will provide notice to City of any other “outside” medical referrals and/or prescription drugs that City housed prisoners require not covered by the jail medical co-pay program or the County.
7. Provide and pay for all food, clothing and bedding necessary for the health, safety and well being of persons incarcerated in the La Paz County Jail under the terms of this Agreement.
8. Provide City with an itemized statement showing individual prisoner’s names, dates initial incarceration, number of prisoner days charged, and transportation costs to each prisoner, and date of release or transfer. Such billing statement to be provided to the City on or before the 15th day of each month for charges incurred the previous month.
9. Provide City, upon request, reasonable access to documents used in calculation of prisoner days.

B. CITY’S RESPONSIBILITIES:

1. The Kingman City Municipal Court will cooperate with the La Paz County Sheriff’s Office to arrange prisoner transportation and movement.
2. Upon receipt of the monthly itemized statement for prisoner charges, the City shall pay all undisputed charges and submit an itemized objection for any disputed charges within thirty (30) days.
3. The City will be responsible for all other “outside” medical referrals and/or prescription drugs the City’s prisoners require (not covered in section A.6).
4. The City will be responsible for the round trip costs of prisoner transportation at the rate of \$0.51 per mile or current General Services Administration (GSA) mileage rate as set by the Federal Travel Regulation. In the event a La Paz County Jail district transport vehicle is already dispatched to Kingman for a prisoner pick up, other than a City of Kingman prisoner, the City will be responsible only for the one way cost to the La Paz County Jail. The City will be assessed the mileage costs based on the trip and not the number of prisoners being transported up to the capacity of the transport vehicle. La Paz County Jail will obtain authorization from the Kingman Municipal Court for return

transportation of released Kingman City prisoners. La Paz County Jail will have final discretion of determining number of transportation officers required for scheduled prisoner transports.

C. ADDITIONAL PROVISIONS APPLICABLE TO BOTH PARTIES:

1. Prisoner day shall be determined as follows:

- a. Regardless of the time a prisoner is checked into the La Paz County Jail, the date of check-in shall count as day one (1) in determining prisoner day charges.
- b. Regardless of the time a prisoner is released from the La Paz County Jail, the date of release shall not be included in prisoner day charges.

2. Liability:

County shall indemnify, defend, and hold harmless the City, its officers, employees or agents from any and all liability, loss, costs, legal fees, damage, or any other expense which may accrue to or be incurred by the City as a result of injury or damage to any person or property occasioned by any negligent action or omission by County, its employees, or agents in the performance of the terms of this agreement. This indemnity shall include any claim arising out of the failure of the County to provide an incarcerated person with due process required by law to the extent of County's proportionate responsibility for such claims.

The City shall indemnify, defend, and hold harmless County, its officers, employees, or agents from any and all liability, loss, costs, legal fees, damage, or any other expense which may accrue to or be incurred by the County as a result of injury or damage to any person or property occasioned by any negligent action or omission by City, its employees, or agents in the performance of the terms of this agreement. This indemnity shall include any claim arising out of the failure of the City to provide an incarcerated person with due process required by law to the extent of City's proportionate responsibility for such claims.

3. Term:

This agreement shall commence on the effective date signed below and shall continue for a period of three (3) years from said date, or until terminated by the City or County as provided herein.

D. MISCELLANEOUS:

- 1. Withdrawal. A Signatory may withdraw from participation in this IGA for any reason upon sixty (60) days notice to the remaining Signatory. Notice of withdrawal must be in writing and delivered personally to the designated representative or sent by certified mail.

The withdrawal of a Signatory shall not relieve that Signatory of its obligation to pay for services already rendered.

2. Responsibility. Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.
3. Cancellation for Conflict of Interest. This IGA is subject to cancellation for conflict of interest according to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
4. Nonassignability. No party may assign any of its duties or responsibilities under this IGA to another entity without the prior written consent of the other parties.
5. Compliance with Laws. The parties shall comply with all federal, state and local laws rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court.
6. Non-Discrimination. The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 which is hereby incorporated into this IGA as if set forth in full herein. During the performance of this IGA, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
7. ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
8. Entire IGA. This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signed by the parties to this IGA.
9. Severability. The parties agree that should any part of this IGA be held invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.
10. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a Signatory

and the employees of any other Signatory. No Signatory shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

11. Notice. Any notice required or permitted to be given under this IGA shall, unless indicated otherwise in this IGA, be in writing and shall be served by delivery or by certified mail upon the other parties at the addresses listed on the signature page (or at such other address as may be identified by a party in writing to the other Signatory.

12. Execution of IGA. This IGA may be executed in counterpart.

13. Notice of Arbitration Statutes. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE AFFIXED BELOW.

LA PAZ COUNTY JAIL DISTRICT

CITY OF KINGMAN

Holly Irwin, Chairperson

Richard Anderson, Mayor

Date: _____

Date: _____

ATTEST:

Sydney Muhle, City Clerk

ATTORNEY APPROVAL FORM FOR CITY OF KINGMAN, ARIZONA

I have reviewed the above referenced Intergovernmental Agreement between City of Kingman, ARIZONA and the LA PAZ COUNTY JAIL DISTRICT, ARIZONA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the La Paz County Jail District, AZ to enter into this Agreement.

DATED this _____ day of _____, 2015

Carl W. Cooper, City Attorney

ATTORNEY APPROVAL FORM FOR THE LA PAZ COUNTY JAIL DISTRICT

I have reviewed the above referenced Intergovernmental Agreement between the CITY OF KINGMAN, ARIZONA and the LA PAZ COUNTY JAIL DISTRICT, ARIZONA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the district under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Kingman, AZ to enter into this Agreement.

DATED this _____ day of _____, 2015

R. Glenn Buckelew, Deputy La Paz County Attorney

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Jake Rhoades, Fire Chief

MEETING DATE: 01-20-2015

AGENDA SUBJECT: Self-Contained Breathing Apparatus (SCBA) Purchase

SUMMARY: The replacement of Self-Contained Breathing Apparatus (SCBA) is scheduled in the 2016 capital improvements plan for up to \$410,000. The department applied for and was awarded Assistance to Firefighters Grant (AFG) through the Federal Emergency Management Agency for \$264,000. The bid for the required SCBA, facepieces, and cylinders was \$243,236.16 plus tax. The grant covered the required quantities and pricing of items within the request; the city is required to fund a 10% match and optional items which are necessary for implementation and operation of these units. In anticipation of the grant application process, the city budgeted in 2015 matching funds for the grant and options of \$90,967.

The Kingman Fire Department SCBA Committee, comprised of operations personnel, conducted extensive testing as well as product review to ensure that the department met its specifications and met the requirements of National Fire Protection Association (NFPA) 1852. The committee overwhelmingly selected MSA brand SCBA.

The City Attorney and Finance Director reviewed the grant proposal and award for compliance with the city's purchasing policy.

The Kingman Fire Department recommends the purchase of MSA required quantities and pricing through United Fire for \$262,938.29 including sales tax. In addition, the department recommends the purchase of the optional items listed within the bid proposal in the amount of \$58,894.08 for a combined bid award of \$321,832.37. United Fire was the sole bid received for the department's Request For Bids on SCBA.

ATTACHMENT: Bid from United Fire Equipment Company.

FISCAL IMPACT: \$236,644.46 from FEMA/AFG grant funds plus \$85,187.91 from city general 0.5% transaction privilege tax funds.

STAFF RECOMMENDATION: I move to award the bid for Self-Contained Breathing Apparatus to United Fire Equipment Company in the amount of \$321,832.37.


Signature of Dept. Head


City Attorney's Review


City Manager's Review

AGENDA ITEM: 3F

REQUIRED QUANTITIES AND PRICING

Item #	Quantity	Description	Price Each	Total Price
1	44	2013 Edition of NFPA-1981 Compliant SCBA as specified	\$4127.21	\$181,597.24
2	44	SCBA Facepieces as specified	\$204.79	\$9,010.76
3	76	4500 psig, 45 minute rated, Carbon-Wrapped Cylinder	\$577.457 N/A	\$43,887.72
4	12	4500 psig, 60 minute rated, Carbon-Wrapped Cylinder.	\$728.37	\$8740.44
5	1	Shipping Cost:	_____	\$0.00
6	1	Tax:	_____	\$19,870.13
Total:				\$262,938.29
Delivery Time for required quantities to KFD will be _120_ days				

Handwritten: \$19,702.13

12. OPTION PRICING

Option	Quantity	Description	Price Each	Total Price
A	3	Accountability base stations and software	\$1,569.33	\$4,707.99
A	80	Accountability RFID tags	\$31.20	\$2496.00
A	1	Accountability RFID tag reader/writer	\$360.00	\$360.00
B	26	Facepieces as specified	\$204.79	\$5,324.54
B	12	Spectacle Kits for Facepieces	\$80.00	\$960.00
C	44	Factory labeling of SCBA backpack/harness		N/B
C	88	Factory labeling of Cylinders with fire department logo	\$36.00	\$2880.00
D	8	Emergency Air Supply System (RIT Pack) <u>Includes 60-Minute 4500 psig Cylinder & Bag</u>	\$2,900.00	\$23,200.00
E	6	Supplied Airline Respirators (SAR) with 10 minute escape cylinder	\$1,700.00	\$10,200.00
F	50	Air Purifying Respirator (APR) adaptors	\$30.00.	\$1500.00
F	50	Multi-gas/vapor filter cartridges for use with APR adaptors (6 per Box)	\$85.00	\$67.58
G	6	100 foot sections of supplied breathing air lines with fittings that are compatible SAR units. P/N 4842252	\$275.00	\$1650.00
H	1	Manufacturer Porta Count facepiece adapter for fit testing users	\$150.00	\$150.00

H	1	Manufacturer Posi Chek software and required equipment to perform annual and bench testing of the SCBA	\$985.00	\$985.00
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**CITY OF KINGMAN FIRE DEPARTMENT
REQUEST FOR BIDS ON
SELF-CONTAINED BREATHING APPARATUS**

I, **Paul Fraser**, as an authorized signer for my company hereby certify that the figures contained in this Bid Proposal are accurate and correct. I also have read and understand the specifications for the City of Kingman, Arizona, Self-Contained Breathing Apparatus and submit this Bid Proposal for consideration.

Signed 

Print Name: **Paul Fraser**

Title: **Product Manager**

Company: **United Fire Equipment Company**

Mailing Address: **335 North 4th Avenue, Tucson, AZ., 85705**

Phone: **520-622-3639**

Date: **January 9, 2015**



About MSA

Established in 1914, MSA Safety Incorporated is the global leader in the development, manufacture and supply of safety products that protect people and facility infrastructures. Many MSA products integrate a combination of electronics, mechanical systems and advanced materials to protect users against hazardous or life - threatening situations. The company's comprehensive line of products is used by workers around the world in a broad range of markets, including the oil, gas and petrochemical industry, the fire service, the construction industry, mining, and the military. The company's core products include self - contained breathing apparatus, fixed gas and flame detection systems, portable gas detection instruments, head protection products and fall protection devices. With 2013 revenues of \$1.1 billion, MSA employs approximately 5,300 people worldwide. The company is headquartered north of Pittsburgh in Cranberry Township, Pa., and has manufacturing operations in the United States, Europe, Asia and Latin America. With more than 40 international locations, MSA realizes approximately half of its revenue from outside North America. For more information, visit MSA's website at www.MSAafety.com.

UNITED FIRE EQUIPMENT COMPANY

335 NORTH 4TH AVENUE

TUCSON, AZ., 85705

800-362-0150

Fax: 520-882-3991

www.unitedfire.net

Life Safety is Serious Work®

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Common Council

FROM: Development Services Department

MEETING DATE: January 20, 2015

AGENDA SUBJECT: Consideration of the City of Kingman Initiating an Application to Amend the Project Land Use Map of the City of Kingman General Plan Update 2030 to designate 159.8-acres of the 168-acres located in the south portion of Section 9, Township 21 North, Range 16 West, Gila and Salt River Meridian from "Open Space/Parks" to "Regional Commercial". The location of this property is located south of Interstate-40, north of the Airfield Avenue alignment, between the Sage Street and Cherokee Street alignments.

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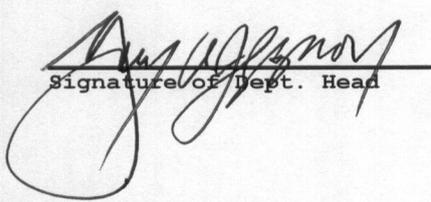
SUMMARY: The Kingman General Plan designates the 168.42-acres located south of I-40, north of the Airfield Avenue alignment, and between the Sage Street and Cherokee Street alignments as "Open Space/Parks". Attached is an application for the City Council to consider for a major plan amendment to change the designation from "Open Space/Parks" to "Regional Commercial". The current Projected Land Use Map was adopted on March 4, 2014 with the adoption of the City of Kingman General Plan Update 2030. The citizens ratified the General Plan Update on November 4, 2014, 3249 (55.43%) in the affirmative to 2612 (44.57%) in the negative.

An element of the General Plan Update is the Transportation Element. This element adopts the Kingman Area Transportation Study Update (KATS), which was adopted May 3, 2011. The KATS Study identified two new traffic interchanges on I-40. One interchange is the Kingman Crossing Interchange and the other is the Rancho Santa Fe Parkway Interchange. Neither interchange has been funded.

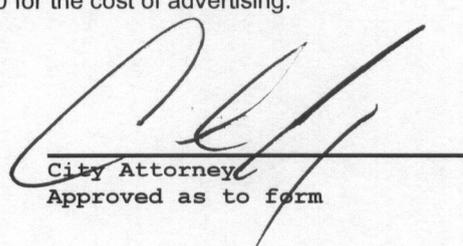
The City owns approximately 168-acres south of the proposed Kingman Crossing Interchange. On May 7, 2007, the City Council adopted Resolution #4425 which amended the General Plan to designate the City's land "Regional Commercial". The citizens repealed Resolution #4425 by referendum on November 6, 2007 by a vote of 1498 "for" and 2309 "against". The Design Concept Report for the Kingman Crossing Traffic Interchange was subsequently amended to have no access south of the interchange across the City's property. Since that time, there has been concern with adequate access from the southeastern quadrant of the City to the remainder of the City. A closure on Hualapai Mountain Road at the railroad crossing bridge spurred interest in providing better access than what Eastern Street provides.

Staff was asked to place this item on the agenda for the City Council to consider initiating an application for a major plan amendment to change this designation. A major plan amendment can only be considered once a year and that time, by ordinance is the month of May. At least 60-days prior to the Planning and Zoning Commission public hearings (it must have at least two hearings in different locations), notification must be provided to Mohave County Development Services Department., WACOG, the Arizona Commerce Authority, and the Arizona Department of Water Resources. The first public hearing for the Planning and Zoning Commission is April 14th.

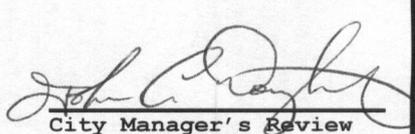
ATTACHMENTS: Draft application.
FISCAL IMPACT: Approximately \$1300 for the cost of advertising.
RECOMMENDATION: Council direction.



Signature of Dept. Head



City Attorney
Approved as to form



City Manager's Review

AGENDA ITEM: 5

KINGMAN CROSSING MAJOR PLAN AMENDMENT APPLICATION

- 1. \$2,000.00 fee for Major amendment, to be heard once a year in May. Application deadline is January 21, 2015.**

Because the City of Kingman is the applicant, the \$2000.00 application fee is waived. This application was submitted on January 21, 2015.

- 2. Proposition 207 waiver form. Completion of this form is optional.**

The City of Kingman is applicant. The essence of executing a Proposition 207 Waiver Form would be stating that the City would not sue itself for amending its own General Plan. For this reason, execution of this form did not take place.

- 3. Apply criteria from the ordinance to proposed action.**

When a General Plan amendment will result in at least one of the nine criteria stated in Section 2-137 of the Kingman City Code, such amendment is a major plan amendment. This proposed amendment will result in a commercial land use designation that will add over two hundred fifty thousand (250,000) square feet of commercial in an area of at least twenty-five (25) acres over what had been previously allowed in the plan. This application is to designate 159.8-acres of land currently designated as "Open Space/Parks" to be "Regional Commercial". Approximately 350,000 square feet of commercial building space is expected to be developed on these 159.8-acres.

- 4. On a cover letter the name, and all contact information of the applicant and all property owners within the area of the amendment, making the request for a major amendment.**

See Attachment #1 for this cover letter. In summary, the applicant is the City of Kingman, Arizona. The City of Kingman is the owner of the property proposed to be amended with this Major General Plan Amendment.

- 5. Narrative for each element or criteria that is met for a major amendment and support information describing the necessity for a major amendment. (see attached Ordinance for criteria) For example, discuss the current land use designation and why the change is necessary with supporting data on the need for the change. What dynamics have changed in the City or the NPA to require the change, from the applicant's point of view.**

The City of Kingman is seeking to amend its General Plan to designate 159.8-acres of the 176.9-acres located in the south portion of Section 9, Township 21 North, Range 16 West, Gila and Salt River Median from "Open Space/Parks" to "Regional Commercial". The location of this property is more commonly known as being located south of Interstate-40, including and north of the Airfield Avenue alignment, between the Sage Street and Cherokee Street alignments.

The Kingman General Plan designated these 168.42-acres as "Open Space/Parks" largely because the western 17.1-acres have a retention pond for drainage and the area has limited accessibility. With commercial development planned for the area directly north of I-40 in Section 9, and with the Kingman Area Transportation Study Update (adopted by Resolution #4735 by the Kingman City Council on May 3, 2011), showing a traffic interchange on I-40 in the mid-longitudinal section of Section 9, with a road

extending south to Seneca Street, the City seeking to have the eastern 159.8-acres of its property designated as "Regional Commercial".

A regional commercial designation will provide the opportunity for the City to have this 159.8-acres zoned to a commercial zoning district, which will provide for commercial development. Commercial development will allow regional commercial development to take place and therefore supply the much demanded commercial needs and allow the City to capture additional retail sales tax revenue. The City would be able to sale, lease, or a combination of both, with this land.

Currently, the City of Kingman does not have a primary property tax. Increased sales tax revenue will result by commercial development taking place in Kingman Crossing. The increased sales tax revenue will assist in avoiding or minimizing any future primary property tax. By the City of Kingman capturing more of the sales dollars its local residents are already spend in other cities, the City of Kingman will be able to better serve its citizens.

From a quality of life standpoint, commercial development of the 159.8-acres of these 168.42-acres is the best use of this land. The City is not proposed to change the land use designation on the west 17.1-acres that is currently being used as a retention area, and therefore the area will remain with an "Open Space/Parks" designation.

- 6. Map of the proposed area, showing the existing land use designation and proximity to major infrastructure including freeways, streets, airport, schools or parks, and the proposed land use designation(s). Designate on the map the surrounding land uses within 500 feet of the proposed major amendment.**

See Attachment #2

- 7. Conceptual plans of the land uses if the change is made to illustrate the potential uses under the major amendment. Include proposed zoning of the area, if the amendment is approved.**

See Attachment #3

- 8. Include a map showing the existing or proposed water, sewer and access infrastructure currently available or proposed to serve the area of the major amendment.**

See Attachment #4

- 9. List of all property owners within 300 feet of the proposed amendment. Notice letter will be sent to all owners at least 15-days and not more than 30 days prior to the Planning Commission hearing on the Major Amendment. In 2015 this timeframe is from March 15, 2015 to March 30, 2015.**

See Attachment #5.

KINGMAN CROSSING MAJOR GENERAL PLAN AMENDMENT

ATTACHMENT #1

Draft



City of Kingman

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • (928)753-5561
www.cityofkingman.gov

January 21, 2015

The Honorable Mayor and Common Council
CITY OF KINGMAN
310 North Fourth Street
Kingman, Arizona 86401

RE: Kingman Crossing Major General Plan Amendment

Dear Mayor Anderson and Councilmembers:

Presented with this letter is the application for a Major General Plan Amendment to the *City of Kingman, Arizona General Plan Update 2030*.

The applicant is the City of Kingman. The contact person is Gary W. Jeppson, Development Services Director. The address is 310 North Fourth Street, Kingman, Arizona 86401. Mr. Jeppson's telephone number is (928) 753-8353. The subject property area to be included in this General Plan Amendment is owned the City of Kingman and the State of Arizona, Division of Highways.

This Major General Plan Amendment request entails the designation of 159.8-acres owned by the City of Kingman and State of Arizona, Division of Highways as from "Public Open/Parks" to "Regional Commercial". The specific area is located south of Interstate-40, east of the Sage Street alignment, west of the Cherokee Street alignment, and north of the Airfield Avenue alignment. The total acreage is 159.8 acres, 151-acres are owned by the City of Kingman and the 8.8-acres are owned by the State of Arizona, Division of Highways.

The City's favorable consideration this Major General Plan Amendment will be greatly appreciated.

Sincerely,


Gary W. Jeppson
Development Services Director

KINGMAN CROSSING MAJOR GENERAL PLAN AMENDMENT

ATTACHMENT #2

Draft

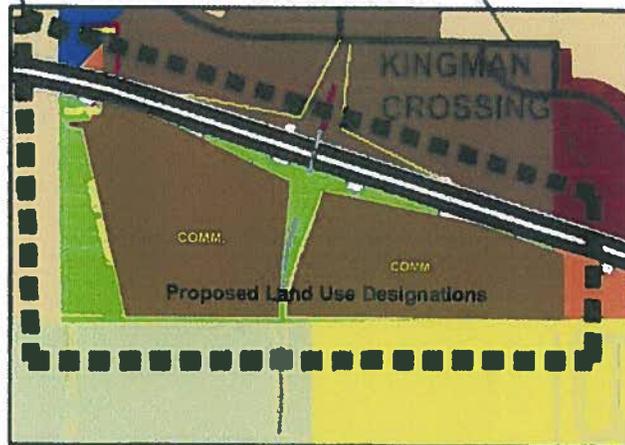
Attachment #2



**KINGMAN
GENERAL PLAN 2020
PROJECTED LAND USE MAP**

- LAND USE DESIGNATION**
- HIGH DENSITY RESIDENTIAL (100 OR MORE / AC)
 - LOW DENSITY RESIDENTIAL (100 OR MORE)
 - MEDIUM DENSITY RESIDENTIAL (200 OR MORE)
 - SUPER-DENSE RESIDENTIAL (200 OR MORE)
 - HIGH DENSITY RESIDENTIAL (175 OR MORE)
 - COMMERCIAL CORRIDORS
 - ENERGY CORRIDORS
 - ENERGY CORRIDORS
 - ENERGY CORRIDORS
 - ENERGY CORRIDORS
 - LIGHT INDUSTRIAL
 - MEDIUM-DENSITY INDUSTRIAL
 - POLYMER / QUARTZITE
 - PARKS / OPEN SPACE

- LEGEND**
- PROPOSED DEVELOPMENT
 - LOCAL PLANNING BOARD
 - LOCAL CITY LIMITS
 - MAJOR HIGHWAYS



**Proposed Land Use
Designations**

KINGMAN CROSSING MAJOR GENERAL PLAN AMENDMENT

ATTACHMENT #3

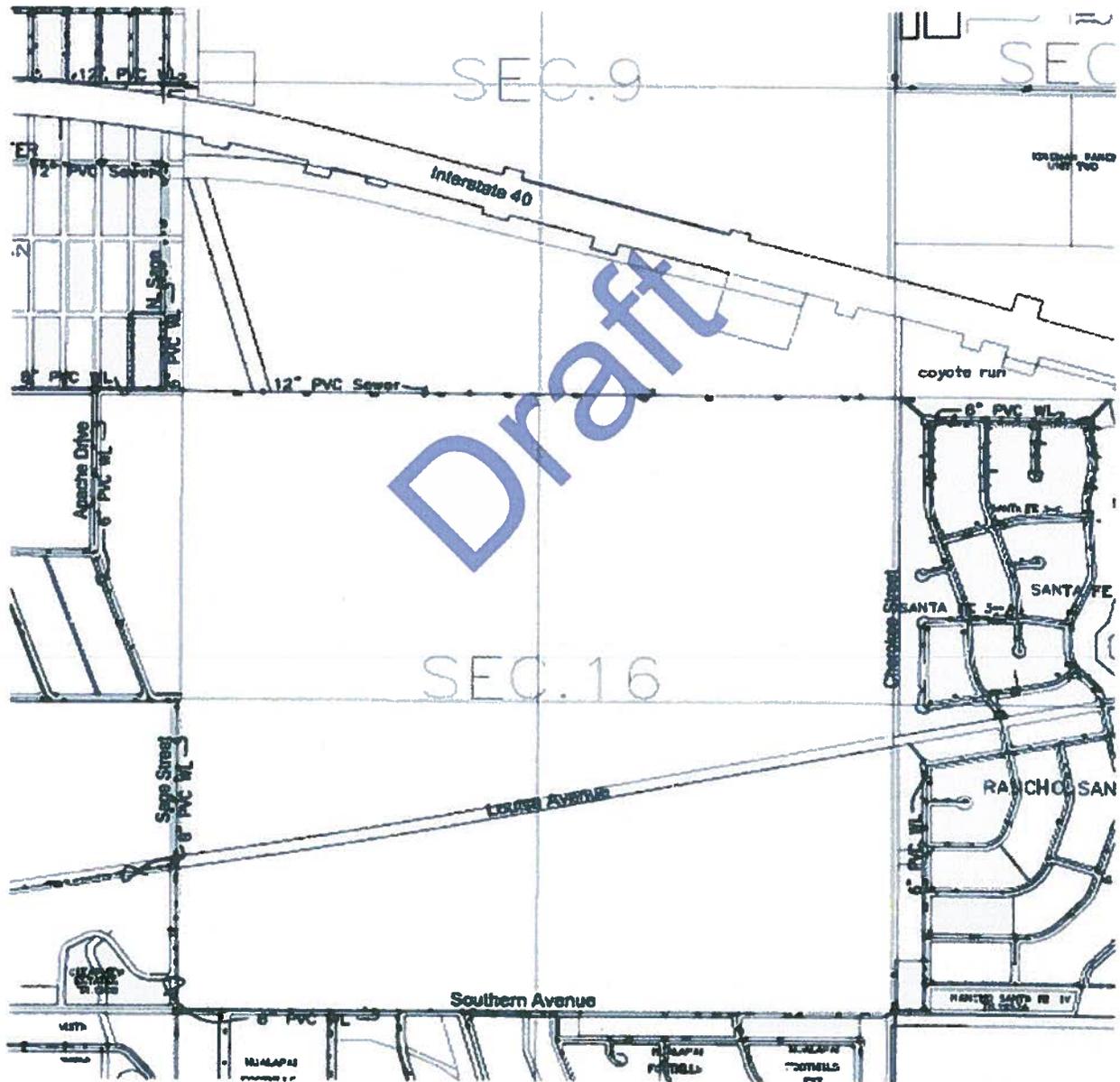
Draft

**KINGMAN CROSSING MAJOR
GENERAL PLAN AMENDMENT**

ATTACHMENT #4

Kingman Crossing

Existing water, sewer and access infrastructure



Draft



KINGMAN CROSSING MAJOR GENERAL PLAN AMENDMENT

ATTACHMENT #5

HENRY JAMES S
1913 PICO ST
KINGMAN AZ 86401

BUFANO WILLIAM A 50
4015 MONTE SILVANO
KINGMAN AZ 86401

MYRON KARI
28882 SIERRA PEAK LN
TRABUCO CANYON CA 92679

HYSELL ALICE SURVIVING TRUSTEE
1202 ARROWHEAD AVE
LAS VEGAS NV 89106

CLARK WILLIAM R & ALICE MAY TRUSTEE:
523 VIA BANDOLERO
ARROYO GRANDE CA 93420

ANASTOS MARIA E JT 50
1087 LEWIS RIVER RD 164
WOODLAND WA 98674

KINGMAN DESERT VISTA LLC
209 N 4TH ST
KINGMAN AZ 86401

BANK OF AMERICA NA
C/O CARRINGTON MORTGAGE SERVICES
SANTA ANA CA 92705

MARTINEZ RICHARD P & DINA R
1811 E COLLEGE DR
KINGMAN AZ 86409

JANDA PETER A & ROBIN J
301 CALDWELL RD
BOWDON GA 30108

HAUSEN MICHAEL A
2940 N SAGE ST
KINGMAN AZ 86401

FULTON THOMAS & JOLENE CPWRS
5855 N CEDAR RIDGE LN
KINGMAN AZ 86409

COCAMO LLC
PO BOX 30881
LAUGHLIN NV 89028

MASON TIFFANY
3010 N SAGE ST
KINGMAN AZ 86401

BUTLER MARTIN E
13120 SW MORGAN RD
SHERWOOD OR 97140

ROOKWOOD JAMES O
380 FIRVIEW LN
WILDERVILLE OR 97543

STEWART CHARLES L
3326 DEARBORN BLVD
SIOUX CITY IA 51104

OUR LADY OF THE LAKE
2116 JEFFERSON ST
MANDEVILLE LA 70448

MARTINEZ RICHARD & DINA JT
1611 E COLLEGE DR
KINGMAN AZ 86409

BOWERS NICHOLAS TYLER
3030 N SAGE ST
KINGMAN AZ 86401

BRO EDWIN A
937 NE LAKEWOOD DR
NEWPORT OR 97365

ROOKWOOD JAMES O
380 FIRVIEW LN
WILDERVILLE OR 97543

GORDON DANIEL WESLEY
2850 N SAGE ST
KINGMAN AZ 86401

BOWERS NICHOLAS TYLER
3030 N SAGE ST
KINGMAN AZ 86401

WEBB ROSS &
C/O GAITER SHAUNA 3480 E ANDRADA RD
VAIL AZ 85641

HIESTAND CRAIG
1704 PACIFIC AVE
KINGMAN AZ 86401

THICKE MICHELLE M
2954 N 122ND ST
WAUWATOSA WI 53222

VERBANIC MICHAEL & RHONDA JT
526 SAGE RUN DR
LEBANON OH 45036

VERBANIC MIKE & RHONDA JT
526 SAGE RUN DR
LEBANON OH 45036

FOWLER GREGORY E JT 50
PO BOX 893657
TEMECULA CA 92589

FORD THEA D
307 COUNTRY CLUB RD
CASPER WY 82609

HENRY GREGORY
PO BOX 3383
KINGMAN AZ 86402

POTKONJAK JOSEPH & HILDIE CPWRS
9521 N BROKEN SADDLE DR
KINGMAN AZ 86401

ABSOLUTE LAND LLC
2271 W MALVERN AVE #118
FULLERTON CA 92833

HNS ENTERPRISES LLC
PO BOX 3383
KINGMAN AZ 86402

LOBBESTAEL FRANKLIN D & MARIA L
10885 E PLEASANT LAKE RD
MANCHESTER MI 48158

BRAUN TERRY
841 W CALLE DE JULIO
GREEN VALLEY AZ 85614

FULLER JIMMY D & BARBARA TRUSTEES E
629 COUNTRY CLUB DR
KINGMAN AZ 86401

SHARP GORDON & JANIS JT
2410 AIRFIELD AVE
KINGMAN AZ 86401

BAILEY DAVID R
2059 DELAWARE DR
KINGMAN AZ 86401

SHARP GORDON & JANIS JT
2410 AIRFIELD AVE
KINGMAN AZ 86401

LYNCH TERRY L & VIRGININA L JT
2007 MOTOR AVE
KINGMAN AZ 86401

LYNCH TERRY L & VIRGININA L JT
2007 MOTOR AVE
KINGMAN AZ 86401

BAILEY DAVID W
PO BOX 3084
KINGMAN AZ 86402

GASTINEAU JAMES J III
2651 DIAMOND SPUR ST
KINGMAN AZ 86401

GARCIA JESSE W JT ETAL, GARCIA MICHA
2850 N CYPRESS ST
KINGMAN AZ 86401

MILLS CURTIS N & SYLVIA J TRUSTEES
2543 N YAVAPAI CIR
KINGMAN AZ 86401

GARCIA MICHAEL D
C/O JESSE GARCIA 2850 CYPRESS ST
KINGMAN AZ 86401

CHRISTIE BELINDA L TRUSTEE ETAL 25, C
KINGMAN AREA LAND TRUST 1308 STOCK
KINGMAN AZ 86401

GARCIA JESSE W JT ETAL, GARCIA MICHA
2850 N CYPRESS ST
KINGMAN AZ 86401

GARCIA MICHAEL D
2890 N CYPRESS ST
KINGMAN AZ 86401

CITY OF KINGMAN
310 N 4TH ST
KINGMAN AZ 86401

STATE OF ARIZONA
1616 W ADAMS ST
PHOENIX AZ 85007

AMUNDSON GLENN & ROXANN JT
2945 MOUNTAIN TRAIL RD
KINGMAN AZ 86401

LAWSON GARY V & JULIE K TRUSTEES
LAWSON FAMILY REVOCABLE TRUST PO E
KINGMAN AZ 86402

EASTER MICHAEL S & WANDA J CPWRS
PO BOX 8948
KINGMAN AZ 86402

JUELFS JOSEPH W & KASIE M TRUSTEES
JUELFS FAMILY REVOC TRUST 2677 N APA
KINGMAN AZ 86401

JUELFS JOSEPH W & KASIE M TRUSTEES
JUELFS FAMILY REVOC TRUST 2677 N APA
KINGMAN AZ 86401