

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

5:30 P.M.

**AMENDED AGENDA**

Tuesday, February 3, 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 20, 2015.

2. **Proclamation**

a. **Women Making History Month**

**b. Career and Technical Education Month**

3. **Appointments**

**Appointment to the Clean City Commission**

Currently there is one vacancy on the Clean City Commission. On January 15, 2015, the Clean City Commission reviewed a Boards and Commissions application from Margie Hicks previously served on the CCC, but resigned due to her work scheduling issues. Those issues have been resolved and Ms. Hicks is asking to be reinstated on the commission. The commission members voted unanimously, 6-0, to recommend that the City Council appoint Margie Hicks to serve on the Clean City Commission. **The commission recommends appointing Margie Hicks to serve on the Clean City Commission for a term ending December 31, 2015.**

4. **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.

5. **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. **Acceptance of Grant of Public Sidewalk Easement for street improvements along Sunshine Drive completed for the Mohave County fueling island at 3540 Sunshine**

**Drive, parcel 320-02-007C (Project No. ENG12-005)**

Reconstruction of the Mohave County fueling island at 3540 Sunshine Drive required street improvements on Sunshine Drive. The street improvements included curb, gutter, pavement widening, driveway entrances and sidewalk fronting the site. A section of sidewalk was located outside on the existing right-of-way for Sunshine Drive. Mohave County is offering to grant a public sidewalk easement to accommodate the small section of sidewalk which falls outside of the existing right-of-way. **Staff recommends accepting the easement and authorizing the Mayor to sign the Acceptance Statement for the Grant of Public Sidewalk Easement on behalf of the City.**

**b. Consideration of a Professional Services Agreement with EPS Group, Inc. for engineering services to prepare a study for the Downtown Outfall Sewer Main. (ENG14-113)**

The adopted budget includes an engineering study to analyze the Downtown Sewer Outfall Main. The primary outfall main consists of 2 branch lines. One was constructed in 1972 and the other was constructed in 1984. Both branch lines are constructed above ground and are located in washes and railroad property. As these lines age it will be necessary to replace them, however their current locations make them difficult to access for maintenance and the system would need to be brought to current codes and regulations. The objective of this study is to evaluate possible relocation, re-alignment or other alternatives that would make the mains more accessible and allow for replacement to meet codes and regulations. The study would document the different alternatives and estimated costs and identify a recommended alternative. Staff has been in negotiations with EPS Group, Inc. regarding a proposal for the study. EPS Group, Inc. has submitted a proposal for \$57,680 to complete all of the tasks associated with the Downtown Sewer Outfall Main study. The adopted budget includes \$60,000 for this work. **Staff recommends approving the agreement and authorizing the Mayor to sign the agreement on behalf of the City.**

**c. Consideration of a Professional Services Agreement with EPS Group, Inc. for engineering services to design surge tanks at the Well 11, Rattlesnake and Castlerock pump stations. (ENG15-002)**

As part of the adopted budget, water system enhancements at the City's existing pump stations were identified. Pressure surges can occur in the water system as a result of normal pumping operations or during power failures that occur during pumping operations. These pressure surges can cause damage to either distribution/transmission systems or to the pumping facilities. Surge tanks located at the pumping stations are recommended to protect the water system and mitigate the effects these pressure surges. The Capital Improvement Program identifies the Well 11, Rattlesnake, Castlerock, Hualapai and Long Mountain 4 pump stations to have surge tanks. Staff recommends that we begin designs for Well 11, Rattlesnake and Castlerock. Staff has been in negotiations with EPS Group, Inc. to provide engineering services for the surge tank systems at the three pump stations. EPS Group, Inc. has submitted a proposal for \$60,180 to complete the design and prepare construction plans for each pump station. The adopted budget includes \$65,000 for surge tanks. **Staff recommends approving the agreement and authorizing the Mayor to sign the agreement on behalf of the City.**

**d. 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, May 30, 2015

- from 6:00 P.M. to 9:00 P.M. at 201 N 4th Street in Kingman. **Staff recommends approving the special event liquor license application.**
- e. **Application for Liquor License**  
Applicant Luan-Cheng Peng of ABC Buffet Corporation has applied for a Series 12 (Restaurant) Liquor License for a restaurant at 2890 E. Andy Devine Avenue in Kingman. **Staff recommends approval.**
- f. **Authorization to Accept a Warranty Deed for a Property in Kingman Airport Tract/Banks Airport Addition Improvement District and Use Contingency Funds to Payoff the Associated Assessment**  
The owners of a vacant property within the city's Kingman Airport Tract/Banks Airport Addition Improvement District recently contacted the city advising they want to deed their vacant property to the city. The assessment on the property described as 320-06-340 Block 16, Lot 6, totals \$7,084.59. The city could accept a warranty deed for the property and use contingency funds to payoff the assessment; then utilize the parcel for a property exchange outside the improvement district for flood control and drainage purposes. **Staff recommends Council authorize acceptance of a warranty deed and authorize contingency funds to payoff the associated assessment in the city's Kingman Airport Tract/Banks Airport Addition Improvement District.**
- g. **Park & Recreation Fee Adjustments; Athletic Fields, Ramada's and Pools**  
The Parks and Recreation Department has recently implemented online registrations for programs, park Ramada's, and field rentals. To utilize the Rec 1 Software Program System to its fullest and complement all it can do, there needs to be some adjustments on the department side in order to implement the online changes. By adding the software and proposed fees, the public is able to access parks and programming from the convenience of their own home. These changes are necessary for the advancement and development of the department. **Staff recommends approving the Proposed Rate Adjustments effective May 1, 2015. This will improve the registration process, provide more efficient reports and increase revenue.**
- h. **Authorization to Sell Surplus 1992 Pierce Arrow Fire Engine to Yucca Fire District for \$3,500**  
The fire apparatus replacement schedule for front line apparatus states that fire engines will serve 13 years in front line service and another five (5) years in reserve status. As a result, Unit 208, a 1992 Pierce Arrow, was placed out of service in 2014. Once the unit was placed out of service, the fire department attempted to sell the apparatus for a minimum of \$10,000 on two (2) separate occasions and no interest for the apparatus was expressed. The Yucca Fire Department has since expressed interest and agreed to the amount of \$3,500 for the apparatus. Although a lower intended price, this benefits the city of Kingman through mutual aid opportunities as a direct partner and increases the level of service capabilities for the Yucca Fire District along the I-40) corridor. In addition, since this unit is out of service, it is currently being stored and depreciates in value and increase in maintenance costs will be experienced in order to maintain it in the future. The Kingman Fire Department recommends the sale of Unit 208, 1992 Pierce Arrow, for the amount of \$3,500. The department seeks

approval to declare this the 1992 Pierce Arrow as surplus and approve the sale to the yucca Fire District in the amount of \$3,500. **Staff recommends approval.**

**6. OLD BUSINESS**

- a. 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 1-40, north of the Airfield Avenue alignment, and between the Sage Street and Cherokee Street alignments as "Open Space/Parks". 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 1-40. 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 (39.35%) "for" and 2309 (60.65%) "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 14<sup>th</sup>. **Council direction.**

- b. Confirm FY2015-16 Budget Calendar**

At the January 23, 2015 Council priorities meeting, the budget calendar was set as follows: March 2, 2015 9:00 – 3:00 - pre-budget priorities and capital improvements plan workshop; April 13, 2015 9:00 – 3:00 Council budget workshop; May 5, 2015 5:30 – discussion and adopt tentative budget at regular Council meeting; May 19, 2015 5:30 - public hearing and adopt final budget and capital improvement plan. **Confirm and notify the public of the upcoming FY2015-16 budget workshops and meetings.**

**7. NEW BUSINESS**

**Resolution No. 4931 – Request to Waive Underground service requirement for a new home at 309 Maple Street, ENG15-001**

Joe O’Neill is proposing to install electric service to his proposed residence. The owner has requested to install a new secondary service overhead from across Spring Street. Section 9-5 of the Kingman Code of Ordinances states the following: “Except as otherwise provided herein, secondary lines and service drops, as defined herein, shall be installed underground in connection with all new service”. On January 22, 2015, the Municipal Utility Commission reviewed this request to waive the requirement for installing underground service at 309 Maple Street. The Commission determined that this was a reasonable request because other homes in the area have overhead service and the site conditions would make it difficult to install underground service. Since the code does not include provisions for waivers, all previous exceptions have been approved by separate council action. **The Commission voted 7-0 to recommend the requirement for installing underground service be waived. Staff recommends approval of Resolution No. 4931.**

**8. REPORTS**

**a. Report from Parks and Recreation Department on Water Conservation and Reuse**

Mayor Anderson has requested a presentation from staff on what the City Parks department has been doing to conserve and reuse water.

**b. Board, Commission and Committee Reports by Council Liaisons**

**9. 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.**

**10. Executive Session**

In necessary, the City Attorney requests that the Mayor and Council make a motion to go into executive session pursuant to ARS 38-431.03(A)(4). The City Attorney wishes to discuss settlement terms regarding the Kingman Airport and the Dross site.

**Kingman Airport Authority and the Dross Site**

**ADJOURNMENT**

Posted \_\_\_\_\_ by \_\_\_\_\_

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

5:30 P.M.

**MINUTES**

**Tuesday, January 20, 2015**

**REGULAR MEETING**

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

**CALL TO ORDER & ROLL CALL**

Mayor Anderson called the meeting to order at 5:30 P.M. and roll call was taken. All councilmembers were present. The invocation was given by Jerry Dunn of Oak Street Baptist 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 January 6, 2015.

Vice Mayor Wimpee, Sr. made a MOTION to APPROVE the Regular Meeting minutes of January 6, 2015. Councilmember Abram SECONDED and it was APPROVED by a vote of 7-0.

**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.

There were no comments from the public.

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.**

Councilmember Carver made a MOTION to APPROVE the Consent Agenda. Councilmember Miles SECONDED and it was APPROVED by a vote of 7-0.

**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 1-40, 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 1-40. 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.**

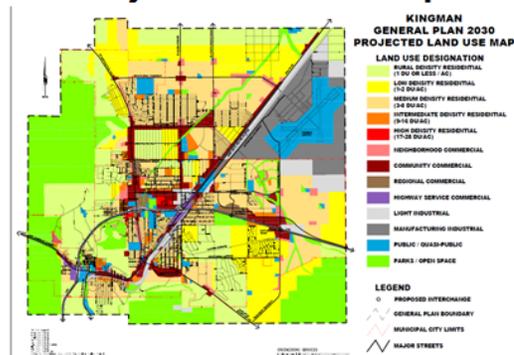
Development Services Director Gary Jeppson presented the following slides:

Kingman Crossing



General Plan Major Amendment  
Process

**Kingman General Plan 2030  
Projected Land Use Map**



Slide one was a title slide. Slide two displayed the projected land use map from Kingman's General

Plan. Mr. Jeppson stated the map was the same as the one approved in the 2020 General Plan.

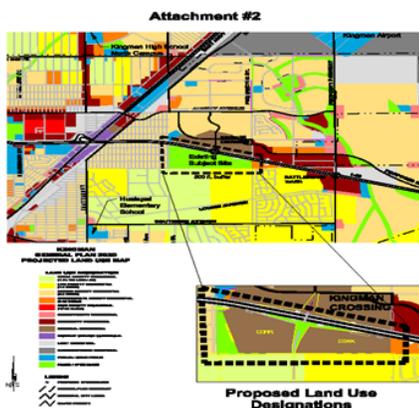
### Kingman Crossing Area



### PROPOSAL

- 148-acres on the north side of I-40 is designated on the General Plan as being "Regional Commercial".
- The City of Kingman owns 168-acres and the State of Arizona owns 8.9 acres located south of I-40 and north of the State Trust Land Section (Section 16).
- The land is currently designated on the General Plan as being entirely all "Open Space/Parks".
- The General Plan can be amended in the following ways: (1) Keep the west 17 acres as "Open Space/Parks"; and (2) have the remainder designated as "Regional Commercial".

Mr. Jeppson pointed to the top left quadrant of the map on slide three and stated it was the Kingman Crossing area and the City-owned property was blocked out in green. On slide four, Mr. Jeppson stated the proposed amendment to the General Plan would designate 151 acres as Regional Commercial, which would match the zoning on the property to the north.



### Major General Plan Amendments

- Major general plan amendments can be considered by the City Council only once a year.
- The City Council set the month of May as the month it would consider major general plan amendments.
- The Planning and Zoning Commission must hold two public hearings in two different locations on a major general plan amendment before the City Council can consider such an amendment.
- An application for a major general plan amendment must be submitted at least 60-days prior to the April Planning and Zoning Commission meeting.
- A major General Plan Amendment must be submitted by February 12, 2015, to be considered by the City Council in May 2015.

On slide five, Mr. Jeppson stated the land is currently designated as Open Space/Parks. On slide six, Mr. Jeppson stated a major plan amendment can only take place once a year in May. Mr. Jeppson stated the Planning & Zoning Commission must hold two public hearings in two separate places with a 60 day notice to various agencies such as the Arizona Department of Water Resources, Mohave County and the Western Arizona Council of Governments. Mr. Jeppson stated the application for the amendment would need to be submitted by February 12<sup>th</sup>, 2015 in order to complete each of the previously mentioned steps. Mr. Jeppson stated the draft application and proposal was included in the agenda packet and contained the same information that was submitted for the 2007 amendment. Mr. Jeppson stated the proposed amendment was overturned in referendum in 2007.

Councilmember Miles asked if Regional Commercial was C-3 zoning.

Mr. Jeppson stated C-3 zoning was a part of Regional Commercial.

Councilmember Miles asked if the concept drawing included in the agenda packet depicting multi-family dwellings were permissible in C-3 zoning.

Mr. Jeppson stated they were.

Councilmember Miles stated in 2007 there was a large opposition to rezoning the property and asked Mr. Jeppson what changed since 2007.

Mr. Jeppson stated in 2007 there was a 55 percent vote against the rezoning. Mr. Jeppson stated there was now heightened interest for alternatives to Eastern Avenue for access to the area, which can become congested if there is an accident on Hualapai Mountain Road. Mr. Jeppson stated if there was interest in a southern access the City would need to do a change of interest report.

Councilmember Young asked why the rezoning was not included in the recent General Plan approved by voters in November.

Mr. Jeppson stated there was more interest now than there was at the time of the ballot initiative.

City Manager John Dougherty stated he asked Mr. Jeppson to bring the issue to Council. Mr. Dougherty stated two developers asked about the City-owned property on the southern side of the interstate. Mr. Dougherty stated when he told the developers it would take one and a half to two years to get to the point where discussion of development could begin, the developers lost interest. Mr. Dougherty stated there was more interest now due to the recovering economy. Mr. Dougherty stated the City needed to start the long process now so that it could be prepared the next time a developer showed interest in the property.

Councilmember Young asked if the developers would pay for the interchange.

Mr. Dougherty stated payment for the interchange was not discussed, but he mentioned the Arizona Department of Transportation (ADOT) did not currently have the interchange in their plans, which would mean the cost would fall to the developers and City. Mr. Dougherty stated the developers were most concerned with a two to three year wait on rezoning that may not occur if overturned in a referendum.

Councilmember Young asked for the status of the commercial development on the northern side of the interstate.

Mr. Jeppson stated the northern side could not be developed commercially until the interchange was constructed.

Councilmember Miles asked why the financing for the interchange did not proceed in 2007. Councilmember Miles asked if development did not occur due to the overturned resolution in 2007.

Mr. Jeppson stated the economy prevented financing and development.

Councilmember Miles stated in 2007 several developers had plans for the north development and asked if the current developers had similar ideas.

Mr. Dougherty stated he did not discuss specific plans with the developers as they were only interested to learn if the City would be willing to sell the land.

Councilmember Yocum asked if access to the north side of the interstate from the south side depended on rezoning the south side property.

Mr. Jeppson stated the design concept report did not have a freeway connection going south; however, an interchange could be constructed without rezoning the south side property.

Councilmember Miles stated City financing of the interchange could make development difficult. Councilmember Miles stated once the property was rezoned it would be hard to back away if a developer began constructing something the community did not like. Councilmember Miles stated she would like to know what the communities in the area desired before restarting the rezoning process.

Mr. Jeppson stated the zoning needed to be consistent with the General Plan, which would mean the amendment would have to occur before the rezoning.

Mayor Anderson asked if any of the issues required a vote by the public.

Mr. Jeppson stated the resolution could be referred. Mr. Jeppson stated 30 days after the adoption of a resolution by the Council a petition could be signed and, with enough signatures, placed on the next available ballot. Mr. Jeppson stated the same process applied to ordinances adopted by the Council.

City Attorney Carl Cooper stated the only action that could immediately take place was setting dates for hearings and submitting an application. Mr. Cooper stated if the Council continued forward with the amendment after the hearings, the resolution was referable and could go to vote if petitions were successful. Mr. Cooper stated a separate process for rezoning the property would take place after a successful amendment and the rezoning resolution would also be referable.

Councilmember Carver stated the amendment to the General Plan was the first step and it did not change the zoning of the property.

Mr. Jeppson stated that was correct.

Councilmember Miles asked what the deadline was for the Council to decide to submit an amendment application.

Mr. Jeppson stated the deadline was February 12<sup>th</sup>, 2015.

Councilmember Miles made a MOTION to TABLE the discussion and possible action regarding the submission of an application to amend the General Plan until the next Regular Meeting of the Common Council on February 3<sup>rd</sup>, 2015. Councilmember Young SECONDED.

Councilmember Yocum asked if the land could be rezoned in segments.

Mr. Jeppson stated the proposal addressed rezoning 151 acres of the 168 acres. Mr. Jeppson stated 17 acres to the west would remain Open Space.

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

**6. REPORTS**

**Board, Commission and Committee Reports by Council Liaisons**

Councilmember Abram stated he attended the Planning & Zoning Commission meeting and was proud there was a committed group of citizens on the commission who had the community's interests in mind.

Councilmember Yocum stated he attended the Clean City Commission meeting and the commissioners were supporting a single-use plastic bag ban. Councilmember Yocum stated the commissioners were worried the community would not support the ban and wanted to work on promoting the positives of the ban. Councilmember Yocum stated the commission was working to keep the fence on Airway Avenue clear of garbage. Councilmember Yocum stated weed control, Arbor Day planning and possible candidates for new commissioners were also discussed. Councilmember Yocum stated March 14<sup>th</sup>, 2015 would be Community Clean-up Day and it would start at 7:30 A.M.

**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.**

Mr. Dougherty stated there would be a balloon floating at the Kingman Airport for the next 10 days. Mr. Dougherty stated the balloon would be used for testing and would be very noticeable.

Vice Mayor Wimpee, Sr. stated he attended a Mohave County Board of Supervisors meeting and the Board voted to move forward with refurbishing the existing courthouse.

Mayor Anderson stated there was a Tri-City Council meeting in Lake Havasu City on Wednesday, January 21<sup>st</sup>, 2015 at the Arizona State University campus. Mayor Anderson stated there would be a Special Meeting of the Common Council on Friday, January 23<sup>rd</sup>, 2015 at 2:00 P.M. at the Kingman Police Department. Mayor Anderson stated the two agenda items were goal setting for the Council and setting the Fiscal Year 2015/2016 preliminary budget calendar. Mayor Anderson stated any goals and priorities should be forwarded to the City Clerk if a councilmember was unable to attend the meeting.

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

**ADJOURNMENT --- 6:03 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 20, 2015.

Dated this 3<sup>rd</sup> day of February, 2015.

---

Erin Roper, Deputy City Clerk and Recording Secretary

## PROCLAMATION

**WHEREAS,** American women of every race, class, and ethnic background helped found the Nation in countless recorded and unrecorded ways; and

**WHEREAS,** American women have played and continue to play a critical economic, cultural, and social role in every sphere of our Nation's life by constituting a significant portion of the labor force working in and outside of the home; and

**WHEREAS,** American women served as early leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement and the modern civil rights movement.

**NOW, THEREFORE, I,** Janet Watson, Mayor of the City of Kingman, do hereby proclaim the month of March to be designated as:

**"WOMEN'S HISTORY MONTH"**

and specifically designate, Sunday, March 1, 2015 as:

**"WOMEN MAKING HISTORY DAY"**

and in so doing urge all citizens to join me in observing this month by recognizing the important roles women have played in the growth of our nation, our state, and our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Kingman. Done at the City of Kingman, Arizona this 3rd day of February, 2015.

---

Richard Anderson, Mayor

ATTEST:

---

Sydney Muhle, City Clerk

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members  
**FROM:** Development Services Department  
**MEETING DATE:** February 3, 2015  
**AGENDA SUBJECT:** Appointment to Clean City Commission

**SUMMARY:** The following table shows the current membership of the Clean City Commission:

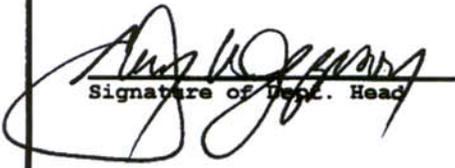
Term Expires	Member	Term Status
12-31-2015	Ron Giesbrecht	Serving 1 <sup>st</sup> Term
12-31-2015	Vacant	
12-31-2016	Ralph Bowman	Serving 1 <sup>st</sup> Term
12-31-2016	Clarence Russell	Serving 1 <sup>st</sup> Term
12-31-2016	Marianne Van Hasselt	Serving 2 <sup>nd</sup> Term
12-31-2017	John Carpenter	Serving 1 <sup>st</sup> Term
12-31-2017	David Wolf	Serving 2 <sup>nd</sup> Term

Currently there is one vacancy on the Clean City Commission. On January 15, 2015 the Clean City Commission reviewed a Boards and Commissions application from Margie Hicks. Ms. Hicks previously served on the CCC, but resigned due to her work scheduling issues. Those issues have been resolved and Ms. Hicks is asking to be reinstated on the commission.

The commission members voted unanimously, 6-0, to recommend that the City Council appoint Margie Hicks to serve on the Clean City Commission.

**ATTACHMENT:** Copy of Boards and Commissions application reviewed by the Clean City Commission along with letter from applicant.

**RECOMMENDATION:** Appoint Margie Hicks to serve on the Clean City Commission for a term ending December 31, 2015.

  
Signature of Dept. Head

  
City Attorney's Review

  
City Manager's Review

AGENDA ITEM: 3



**CITY OF KINGMAN  
BOARDS AND COMMISSIONS APPLICATION**

FOR MEMBERSHIP ON THE Clean City Commission  
Estimated hours per month you can devote to this group: OPEN

Name Margie Hicks Home Phone # 928)377-3018  
Address 4305 Able DR. Alternative Phone # \_\_\_\_\_  
Zip Code \_\_\_\_\_

Email thehickson66@yahoo.com Resident Located in -  
Kingman City Limits   
Mohave County

Length of Residency 14 Are you a registered voter? Yes \_\_\_\_\_ No ✓

If asked, I would be willing to serve on another board or Commission. Yes \_\_\_\_\_ No \_\_\_\_\_

List other boards or commissions interested in:

\_\_\_\_\_  
\_\_\_\_\_

1. List your educational background. 2 yrs. University of AZ  
Tucson

2. Please state your occupational background as it relates to the board or commission you are applying for beginning with your current occupation and employer.

Cashier - WAI mact  
Engineering Aide V@ Systems  
3 days Blinds

3. Describe your involvement in the Kingman community.

\_\_\_\_\_  
\_\_\_\_\_

4. Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying.

MANAGER  
\_\_\_\_\_  
\_\_\_\_\_

5. Describe why you are interested in serving in this position. making this city  
a more ATTRACTIVE place to live

6. If you are appointed to any of the boards or commissions you have listed interest in, please list potential conflicts of interest. Explain: None

Appointment to this board, commission or advisory committee will require your consistent attendance at regularly scheduled meetings. Please note the times below for each Board or Commission. All meetings are held at the Council Chambers, 310 N. 4<sup>th</sup> Street, Kingman.

Board of Adjustment	As Needed
Building Board of Appeals	As Needed
Business License Review Board	As Needed
Clean City Commission	3rd Thursday/Monthly @ 5:00PM
Economic Development Marketing Commission	2nd Wednesday/Monthly @ 7:30 AM
Golf Course Advisory Committee	3rd Wednesday/odd months @ 4:30PM
Historical Preservation Commission	4 <sup>th</sup> Tuesday/odd months @ 5:30PM
Industrial Development Board	As Needed
Local Public Safety Personnel Retirement Board	As Needed
Municipal Property Corporation	As Needed
Municipal Utilities Commission	4th Thursday/Monthly @ 5:30 PM
Parks & Recreation Commission	3rd Wednesday/odd months @ 6:00PM
Personnel Board	As Needed
Planning & Zoning Commission	2nd Tuesday/Monthly @ 6:00PM
Tourism Development Commission	1st Thursday/Monthly @ 7:30AM
Transit Advisory Commission	2nd Tuesday/1 <sup>st</sup> month of Quarter @10:00

This application is subject to the Arizona Open Records law and should not be considered confidential.

Signature of Applicant Margie Phelps Date 1-2-15

Please return this application to:

City of Kingman  
City Clerk's Office  
310 North Fourth Street  
Kingman, AZ 86401

Fax (928) 753-6867

For further information, please call: City Clerk's office at (928) 753-5561.

*Thank you for taking the time to fill out this application. Volunteers play a vital role in the City of Kingman government. We appreciate your interest.*

## Letter to Clean City Commission

1/1/2015

It was with much regret that I had to vacate my position with the Clean City Commission due to scheduling conflicts at my place of employment. After consulting with the store manager about the situation, I was told that I could be re-scheduled to accomodate attendance at the meetings. I respectfully request re-instatement on that committe.

Sincerely

Margie Hicks

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Engineering Services

**MEETING DATE:** February 3, 2015

**AGENDA SUBJECT:** Acceptance of Grant of Public Sidewalk Easement for street improvements along Sunshine Drive completed for the Mohave County fueling island at 3540 Sunshine Drive, parcel 320-02-007C (Project No. ENG12-005)

**SUMMARY:** Reconstruction of the Mohave County fueling island at 3540 Sunshine Drive required street improvements on Sunshine Drive. The street improvements included curb, gutter, pavement widening, driveway entrances and sidewalk fronting the site. A section of sidewalk was located outside on the existing right-of-way for Sunshine Drive. Mohave County is offering to grant a public sidewalk easement to accommodate the small section of sidewalk which falls outside of the existing right-of-way.

**ATTACHMENTS:** Grant of Public Sidewalk Easement.

**FISCAL IMPACT:** No initial cost. The City will accept maintenance of the public street improvements.

**RECOMMENDATION:** It is recommended that the Council accept this easement and that the Mayor be authorized to sign the Acceptance Statement for the Grant of Public Sidewalk Easement on behalf of the City.

Signature of Dept. Head

  
City Attorney  
Approved as to Form  
City Manager's Review

AGENDA ITEM: 5a

When recorded return to:  
Kingman City Clerk  
310 N. 4th Street  
Kingman, AZ 86401

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**GRANT OF PUBLIC SIDEWALK EASEMENT**  
(EXEMPT FROM AFFIDAVIT OF VALUE PURSUANT TO A.R.S. §11-1134(A)(2))

For the consideration of Ten and 00/100 Dollars, and other valuable consideration, **MOHAVE COUNTY** ("Grantor"), does hereby convey to the **CITY OF KINGMAN**, an Arizona Municipal Corporation ("Grantee"), an easement for public sidewalk purposes and all purposes incident thereto; together with the right of ingress and egress for the purpose of installation, maintenance and replacement, under, over, on and across the real property (the "Property") situate in Mohave County, Arizona, described as:

**SEE EXHIBIT A**

Together also with the right, from time to time, to inspect, rebuild, or repair said sidewalk, as well as the right to remove said sidewalk, at which time said sidewalk easement is extinguished.

This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns.

Grantee may prosecute any proceeding, at law or in equity, against any person violating, or attempting to violate, any provisions of this Easement to prevent such person from doing so and to recover damages for any such violation. Except as otherwise provided in this easement, all costs and expenses incurred in pursuing a remedy at law or in equity, including, without limitation, reasonable attorneys' fees, shall be paid by those persons violating, or attempting to violate, any provisions of this Easement.

IN WITNESS WHEREOF, Grantor has executed this Easement this 5 day of January, 2015.

GRANTOR:

Mohave County,  
A Body Politic and Corporate of the State of Arizona

BY: St C. Moss

Steven C. Moss, Chairman, Board of Supervisors



# EXHIBIT A

A tract of land situated in Lot 5, Block 1, Shangri-La Estates Second Amended as depicted on Record of Survey, book 6, page 78, fee # 90-71012, recorded October 9, 1990, Section 5, Township 21 North, Range 16 West, G.& S.R. M., County of Mohave, State of Arizona, more particularly described as follows.

Said tract of land being the segment portion of an arc of the concrete sidewalk constructed June, 2014, lying southeasterly of the northwesterly line of said Lot 5, having a mid-ordinate of 0.8', a chord length of 10.6' along said northwesterly line of Lot 5, a radius of 17.5', and an arc length of 10.8'. Said segment begins 69' more or less southwesterly along the right-of-way of Sunshine Drive, from the northerly corner of said lot 5 and ends 446' more or less northeasterly along said right-of-way of Sunshine Drive, from the westerly corner of said Block 1.

Having an area of 6 square feet more or less.

The above description was prepared in September, 2014, by Sam Kitchen, Arizona R.L.S. 54401, for and on behalf of the Mohave County Public Works Department.

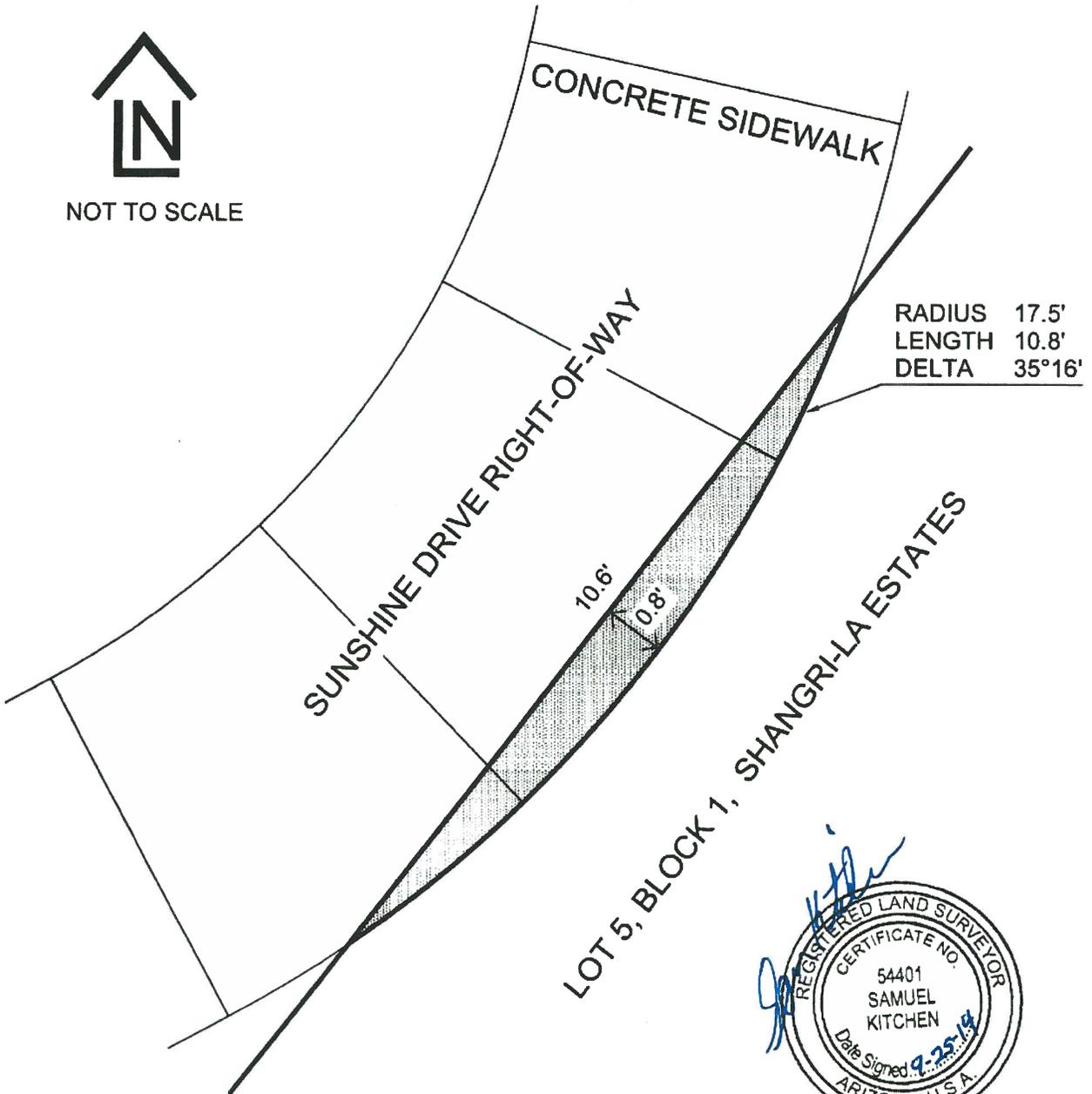


EXPIRES 3-31-2016

# EXHIBIT A



NOT TO SCALE



EXPIRES 3-31-2016  
FOR AND ON BEHALF OF  
THE MOHAVE COUNTY  
PUBLIC WORKS DEPARTMENT

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Engineering Services

**MEETING DATE:** February 3, 2015

**AGENDA SUBJECT:** Consideration of a Professional Services Agreement with EPS Group, Inc. for engineering services to prepare a study for the Downtown Outfall Sewer Main. (ENG14-113)

**SUMMARY:** The adopted budget includes an engineering study to analyze the Downtown Sewer Outfall Main. The primary outfall main consists of 2 branch lines. One was constructed in 1972 and the other was constructed in 1984. Both branch lines are constructed above ground and are located in washes and railroad property. As these lines age it will be necessary to replace them, however their current locations make them difficult to access for maintenance and the system would need to be brought to current codes and regulations. The objective of this study is to evaluate possible relocation, re-alignment or other alternatives that would make the mains more accessible and allow for replacement to meet codes and regulations. The study would document the different alternatives and estimated costs and identify a recommended alternative.

Staff has been in negotiations with EPS Group, Inc. regarding a proposal for the study. EPS Group, Inc. has submitted a proposal for \$57,680 to complete all of the tasks associated with the Downtown Sewer Outfall Main study. The adopted budget includes \$60,000 for this work.

**ATTACHMENTS:** Agreement with Fee proposal from EPS Group, Inc.

**FISCAL IMPACT:** The lump sum price of \$57,680 will be paid out of the Wastewater Project Fund.

**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: 5b

**AGREEMENT FOR  
CONSULTANT SERVICES FOR ENGINEERING SERVICES  
FOR THE DOWNTOWN SEWER OUTFALL MAIN STUDY  
ENG14-113**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 2015, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called "CITY" and EPS Group Inc., hereinafter called "ENGINEER".

**WITNESSETH**

WHEREAS, the CITY wishes to obtain engineering services for a study of the Downtown Sewer Outfall Main ; and

WHEREAS, ENGINEER submitted a Detailed Scope of Services dated January 23, 2015, attached hereto and made a part hereof as Exhibit A, offering to perform engineering services for the Downtown Sewer Outfall Main study; and

WHEREAS, ENGINEER has agreed to complete the work for a fee not to exceed \$57,680.00 as detailed in Exhibit A; and

WHEREAS, it has been determined that ENGINEER is qualified and ready to perform the services as required by this Agreement;

NOW THEREFORE, it is mutually agreed as follows:

**I. ENGINEER'S DUTIES**

- A. ENGINEER shall provide all labor, materials and equipment and complete all tasks necessary for the completion of the Downtown Sewer Outfall Main study as outlined in Exhibit A.
- B. ENGINEER shall provide electronic and, as applicable, hard copies of all reports, models, plans, drawings and other materials prepared under this Agreement.

**II. CITY DUTIES**

The CITY agrees to provide information and make payment for the work covered under this Agreement in accordance with the following:

- A. The CITY shall provide ENGINEER with copies of plans, reports, drawings or other information of record applicable to this project.
- B. The CITY shall pay ENGINEER for the work performed on a monthly basis, upon receipt of a progress report that coincides with the hours completed for a given phase of work during the preceding month. The final payment will be paid after the project is complete and the work is accepted by the City Council.

### III. GENERAL COVENANTS

It is further agreed by the CITY and ENGINEER as follows:

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, ENGINEER shall fail to fulfill in a timely and proper manner the obligations under the Agreement, or if ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEER of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by ENGINEER under this Agreement shall at the option of the CITY, become its property and ENGINEER shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.

Notwithstanding the above, ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by ENGINEER.

- B. **CHANGES.** The CITY may, from time to time, request changes in the scope of the services of ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER compensation, which are mutually agreed upon by and between the CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.
- C. **PERSONNEL.** ENGINEER represents that he has or will secure at his expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have contractual relationship with the CITY. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. **ASSIGNABILITY.** Neither party shall assign, subcontract or transfer their interests, rights or obligations in this Agreement without prior written consent of the other party.
- E. **RECORDS AND AUDITS (Maintenance and Retention).** ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement to assure proper accounting for all project funds. A monthly summary of these records will be maintained by ENGINEER at the completion of the Agreement for retention for five years. Said records shall be made available for Inspection at ENGINEER's offices during normal business hours, upon request, to the CITY and any other body authorized in writing by the CITY.
- F. **FINDINGS CONFIDENTIAL.** All of the reports, data, information, etc., prepared or assembled by ENGINEER under this Agreement are confidential and shall not be made available to any individual or organization without the prior written approval of the CITY, with the exception of any recording of survey information required by law and with respect

to information that:

- 1) becomes generally available to the public other than as a result of disclosure by ENGINEER or its agents or employees;
- 2) was available to ENGINEER on a non-confidential basis prior to its disclosure by City;
- 3) becomes available to ENGINEER from a third party who is not, to the knowledge of ENGINEER, bound to retain such information in confidence.

In the event ENGINEER is compelled by subpoena, court order, or administrative order to disclose any confidential information, ENGINEER shall promptly notify CITY and shall cooperate with CITY prior disclosure so that CITY may take necessary actions to protect such confidential information from disclosure.

- G. **COPYRIGHT**. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of ENGINEER.
- H. **DELAYS**. ENGINEER shall not be responsible for damages or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, delays caused by failure of CITY or CITY's agents to furnish information or to approve or disapprove work promptly or any other event beyond the control of ENGINEER. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- I. **CONFLICT OR DISPUTE**. In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to mediation in accordance with the rules of the American Arbitration Association then in effect. Any disputes arising from this Agreement in any way and involving an amount of less than \$50,000 shall be settled by arbitration.
- J. **STANDARD OF CARE – PROFESSIONAL SERVICES**. Subject to limitations inherent in the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, ENGINEER shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time ENGINEER's services are rendered. ENGINEER does not expressly or impliedly warrant or guarantee its services.
- K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS**. If ENGINEER's performance of services hereunder requires ENGINEER to rely on information provided by other parties (excepting ENGINEER's subcontractors) ENGINEER shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by CITY.
- L. **SEPARABILITY**. In the event any term or provision of this Agreement is held to be invalid and unenforceable, the validity of the other provisions shall not be affected, and

this Agreement shall be construed and enforced as if it did not contain the particular term or provision that is invalid or unenforceable.

- M. **COMPLETION TIME.** The ENGINEER shall complete the work per the schedule outlined in Exhibit A.
- N. **INDEMNIFICATION.** The ENGINEER shall indemnify and hold harmless the CITY, and its agents, representatives, officers, directors, officials and employees, from liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the ENGINEER or other persons employed or used by the ENGINEER in the performance of the contract.
- O. **INSURANCE REQUIREMENTS.** The ENGINEER retained by the City to provide the work or service required by this contract will maintain Professional Liability insurance covering ENGINEER's negligent acts, errors, mistakes and omissions arising out of the work or services performed by the ENGINEER, or any person employed by the ENGINEER, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY.

The amount and type of insurance coverage as required herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- P. **COMPLIANCE WITH FEDERAL AND STATE LAWS.** The Consultant 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 Consultant 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, Consultant hereby warrants to the City that the Consultant and each of its subconsultants ("Subconsultants") 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 "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the Consultant 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 Consultant or Subconsultant's employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Consultant Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of Subconsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The Consultant and its Subconsultants warrant to keep the papers and records open for random inspection during normal business hours by the City. The Consultant and its Subconsultants 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 Consultant nor any of Subconsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subconsultant 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.

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

EPS GROUP, INC.

\_\_\_\_\_  
Woodrow C. Scoutten, P.E.  
Department Manager

State of Arizona                    )  
  )ss.  
County of \_\_\_\_\_            )

Subscribed and Sworn to  
Before Me This \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

.....  
CITY OF KINGMAN, ARIZONA

\_\_\_\_\_  
RICHARD ANDERSON, MAYOR

Attest:

\_\_\_\_\_  
SYDNEY MUHLE, CITY CLERK

## **EXHIBIT A**

January 23, 2015

### **Downtown Sewer Alignment Study Kingman, AZ Proposal for Engineering Services**

#### **Scope of Services**

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#### **Preparation of Downtown Sewer Alignment Study**

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The proposal is based on the following assumptions:

1. The study will include an evaluation of the existing alignment with up to two alternatives. The study area will be limited to the area with above ground sewer lines. The area is generally within Clack Canyon, starting at the Andy Devine Bridge and terminating at the Wastewater Treatment Plant. It will also include the above ground sewer in Old Trail Wash starting near Goldroad Avenue and terminating at the junction of the Old Trail Sewer line and the Clack Canyon Sewer.
2. The City of Kingman will provide the information below prior to the start of the project.
3. The study will not evaluate the upstream flow or the downstream capacity.
4. The capacity of any proposed sewer line will match the calculated capacity of the existing sewer line, based on line size and slope.

The preparation of the wastewater alignment study will include the following items:

1. Review existing conditions and data provided by the client;
2. Evaluate the alternatives to move these lines out of the floodway, railroad right-of-way, and place the lines underground. It is anticipated that up to three alternatives will be considered, including the "do nothing" alternative;
3. Prepare estimates of probable costs for each alternative;
4. Prepare a report documenting the alternatives, permit requirements, and estimates of costs. The report will document the recommended alternative;
5. Up to three meetings, Additional meetings will be billed on an hourly basis at the current hourly billing rates; and
6. The scope includes addressing one set of City comments. Any additional comments after the first review will be billed on an hourly basis at the current hourly billing rates.

Items to be provided by the City of Kingman:

1. Any existing studies and maps;
2. Any existing survey information, easements, right-of-way, and aerial mapping;
3. Rim and invert of connection points at Andy Divine bridge, Old Trail sewer line junction, last manhole prior to above ground portion of Old Trail sewer (Near Goldroad Ave.), and manhole upstream of wastewater treatment plant.

Construction and contract documents, construction staking, and as-built plans are not included in this scope of work. Also excluded are fees required by the State, County, Town, utility



agencies, or other governing agencies, if any, and all other charges or services not specifically described herein.

**FEE Proposal**

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The above-described Scope of Work will be completed for the lump sum fixed fee of \$57,680.

**Scope of Services Exclusions and Clarifications**

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The Client shall pay all review fees, processing fees, development fees, impact fees, recordation fees and other fees as required by the municipalities and other agencies in order to complete the work.



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Engineering Services

**MEETING DATE:** February 3, 2015

**AGENDA SUBJECT:** Consideration of a Professional Services Agreement with EPS Group, Inc. for engineering services to design surge tanks at the Well 11, Rattlesnake and Castlerock pump stations. (ENG15-002)

**SUMMARY:** As part of the adopted budget, water system enhancements at the City's existing pump stations were identified. Pressure surges can occur in the water system as a result of normal pumping operations or during power failures that occur during pumping operations. These pressure surges can cause damage to either distribution/transmission systems or to the pumping facilities. Surge tanks located at the pumping stations are recommended to protect the water system and mitigate the effects these pressure surges. The Capital Improvement Program identifies the Well 11, Rattlesnake, Castlerock, Hualapai and Long Mountain 4 pump stations to have surge tanks. Staff recommends that we begin designs for Well 11, Rattlesnake and Castlerock.

Staff has been in negotiations with EPS Group, Inc. to provide engineering services for the surge tank systems at the three pump stations. EPS Group, Inc. has submitted a proposal for \$60,180 to complete the design and prepare construction plans for each pump station. The adopted budget includes \$65,000 for surge tanks.

**ATTACHMENTS:** Agreement with Fee proposal from EPS Group, Inc.

**FISCAL IMPACT:** The lump sum price of \$60,180 will be paid out of the Capital Renewal Fund.

**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: 5C

**AGREEMENT FOR  
CONSULTANT SERVICES FOR ENGINEERING SERVICES FOR SURGE TANK DESIGN  
AND PLANS FOR THE WELL 11, RATTLESNAKE AND CASTLEROCK PUMP STATIONS  
ENG15-002**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of February, 2015, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called "CITY" and EPS Group Inc., hereinafter called "ENGINEER".

**WITNESSETH**

WHEREAS, the CITY wishes to obtain engineering services for the design and plan preparation for surge tanks at the Well 11, Rattlesnake and Castlerock pump stations; and

WHEREAS, ENGINEER submitted a Detailed Scope of Services dated January 15, 2015, attached hereto and made a part hereof as Exhibit A, offering to perform engineering services for the design and plan preparation for the surge tanks listed above; and

WHEREAS, ENGINEER has agreed to complete the work for a fee not to exceed \$60,180.00 as detailed in Exhibit A; and

WHEREAS, it has been determined that ENGINEER is qualified and ready to perform the services as required by this Agreement;

NOW THEREFORE, it is mutually agreed as follows:

**I. ENGINEER'S DUTIES**

- A. ENGINEER shall provide all labor, materials and equipment and complete all tasks necessary for the completion of the design and plan preparation for the surge tanks at the Well 11, Rattlesnake and Castlerock pump stations as outlined in Exhibit A.
- B. ENGINEER shall provide electronic and, as applicable, hard copies of all reports, models, plans, drawings and other materials prepared under this Agreement.

**II. CITY DUTIES**

The CITY agrees to provide information and make payment for the work covered under this Agreement in accordance with the following:

- A. The CITY shall provide ENGINEER with copies of plans, reports, drawings or other information of record applicable to this project.
- B. The CITY shall pay ENGINEER for the work performed on a monthly basis, upon receipt of a progress report that coincides with the hours completed for a given phase of work during the preceding month. The final payment will be paid after the project is complete and the work is accepted by the City Council.

### III. GENERAL COVENANTS

It is further agreed by the CITY and ENGINEER as follows:

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, ENGINEER shall fail to fulfill in a timely and proper manner the obligations under the Agreement, or if ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEER of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by ENGINEER under this Agreement shall at the option of the CITY, become its property and ENGINEER shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.
- Notwithstanding the above, ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by ENGINEER.
- B. **CHANGES.** The CITY may, from time to time, request changes in the scope of the services of ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER compensation, which are mutually agreed upon by and between the CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.
- C. **PERSONNEL.** ENGINEER represents that he has or will secure at his expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have contractual relationship with the CITY. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. **ASSIGNABILITY.** Neither party shall assign, subcontract or transfer their interests, rights or obligations in this Agreement without prior written consent of the other party.
- E. **RECORDS AND AUDITS (Maintenance and Retention).** ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement to assure proper accounting for all project funds. A monthly summary of these records will be maintained by ENGINEER at the completion of the Agreement for retention for five years. Said records shall be made available for Inspection at ENGINEER's offices during normal business hours, upon request, to the CITY and any other body authorized in writing by the CITY.
- F. **FINDINGS CONFIDENTIAL.** All of the reports, data, information, etc., prepared or assembled by ENGINEER under this Agreement are confidential and shall not be made available to any individual or organization without the prior written approval of the CITY, with the exception of any recording of survey information required by law and with respect

to information that:

- 1) becomes generally available to the public other than as a result of disclosure by ENGINEER or its agents or employees;
- 2) was available to ENGINEER on a non-confidential basis prior to its disclosure by City;
- 3) becomes available to ENGINEER from a third party who is not, to the knowledge of ENGINEER, bound to retain such information in confidence.

In the event ENGINEER is compelled by subpoena, court order, or administrative order to disclose any confidential information, ENGINEER shall promptly notify CITY and shall cooperate with CITY prior disclosure so that CITY may take necessary actions to protect such confidential information from disclosure.

- G. **COPYRIGHT**. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of ENGINEER.
- H. **DELAYS**. ENGINEER shall not be responsible for damages or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, delays caused by failure of CITY or CITY's agents to furnish information or to approve or disapprove work promptly or any other event beyond the control of ENGINEER. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- I. **CONFLICT OR DISPUTE**. In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to mediation in accordance with the rules of the American Arbitration Association then in effect. Any disputes arising from this Agreement in any way and involving an amount of less than \$50,000 shall be settled by arbitration.
- J. **STANDARD OF CARE – PROFESSIONAL SERVICES**. Subject to limitations inherent in the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, ENGINEER shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time ENGINEER's services are rendered. ENGINEER does not expressly or impliedly warrant or guarantee its services.
- K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS**. If ENGINEER's performance of services hereunder requires ENGINEER to rely on information provided by other parties (excepting ENGINEER's subcontractors) ENGINEER shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by CITY.
- L. **SEPARABILITY**. In the event any term or provision of this Agreement is held to be invalid and unenforceable, the validity of the other provisions shall not be affected, and

this Agreement shall be construed and enforced as if it did not contain the particular term or provision that is invalid or unenforceable.

- M. **COMPLETION TIME.** The ENGINEER shall complete the work per the schedule outlined in Exhibit A.
- N. **INDEMNIFICATION.** The ENGINEER shall indemnify and hold harmless the CITY, and its agents, representatives, officers, directors, officials and employees, from liabilities, damages, losses and costs, including reasonable attorney fees, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the ENGINEER or other persons employed or used by the ENGINEER in the performance of the contract.
- O. **INSURANCE REQUIREMENTS.** The ENGINEER retained by the City to provide the work or service required by this contract will maintain Professional Liability insurance covering ENGINEER's negligent acts, errors, mistakes and omissions arising out of the work or services performed by the ENGINEER, or any person employed by the ENGINEER, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY.

The amount and type of insurance coverage as required herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- P. **COMPLIANCE WITH FEDERAL AND STATE LAWS.** The Consultant 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 Consultant 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, Consultant hereby warrants to the City that the Consultant and each of its subconsultants ("Subconsultants") 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 "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the Consultant 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 Consultant or Subconsultant's employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Consultant Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of Subconsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The Consultant and its Subconsultants warrant to keep the papers and records open for random inspection during normal business hours by the City. The Consultant and its Subconsultants 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 Consultant nor any of Subconsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subconsultant 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.

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

EPS GROUP, INC.

\_\_\_\_\_  
Woodrow C. Scoutten, P.E.  
Department Manager

State of Arizona                    )  
  )ss.  
County of \_\_\_\_\_            )

Subscribed and Sworn to  
Before Me This \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

.....  
CITY OF KINGMAN, ARIZONA

\_\_\_\_\_  
RICHARD ANDERSON, MAYOR

Attest:

\_\_\_\_\_  
SYDNEY MUHLE, CITY CLERK

## **EXHIBIT A**

January 15, 2015

### **Surge Tank Construction Plans Kingman, AZ Proposal for Engineering Services**

#### **Scope of Services**

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##### **Preparation of Surge Tank Construction Plans**

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The proposal is based on the following assumptions:

1. The City of Kingman will provide the information below prior to the start of the project;
2. The surge tank shall be a hydro-pneumatic tank sized and designed per Engineering Bulletin 10. This includes the requirement for an American Society of Mechanical Engineer (ASME) certified tank;
3. It is anticipated that three separate plan sets will be prepared, so the tanks can be constructed separately. This contract anticipates preparation of all three plan sets. The tasks shall not be considered separately;
4. Plans will be prepared to MAG Standards;
5. The contract does not include any pump or storage tank improvements; and
6. Only one tank and pressure zone will be included per site. Site layout may include future tank and pressure zone considerations.
7. It is not anticipated that construction bid specifications will be prepared by the consultant. Standard specification, City of Kingman Specifications, and equipment model numbers will be referenced on the plans.

The preparation of the surge tank construction plans will include the following items for each site:

1. Design Report;
2. Construction Plan Set, including:
  - a. Cover sheet;
  - b. Note sheet;
  - c. Site Plan, including grading and drainage;
  - d. Piping plan;
  - e. Electrical and Control plans; and
  - f. Up to two detail sheets, including structural details for tank foundation.
3. Application for Approval to Construct for Submittal to Arizona Department of Environmental Quality (ADEQ); and
4. The scope includes addressing one set of City comments. Resolving any new city comments after the first review and resolution of ADEQ comments will be billed on an hourly basis at the current hourly billing rates.

Items to be provided by the City of Kingman:



1. Any existing studies and maps;
2. Any existing survey information, easements, right-of-way, and aerial mapping;
3. It is anticipated that the City of Kingman will provide an AutoCad site plan with topographic information for each site. No additional survey information will be provided as part of this contract.
4. Elevations of the pump station sites and receiving storage tank.

Construction and contract documents, construction phase services, engineer of record services for submittal of Approval of Construction to ADEQ, construction staking, and as-built plans are not included in this scope of work. Also excluded are fees required by the State, County, Town, utility agencies, or other governing agencies, if any, and all other charges or services not specifically described herein.

### **FEE Proposal**

The above-described Scope of Work will be completed for the lump sum fixed fee of \$60,180.

### **Scope of Services Exclusions and Clarifications**

The Client shall pay all review fees, processing fees, development fees, impact fees, recordation fees and other fees as required by the municipalities and other agencies in order to complete the work.



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: February 3, 2015

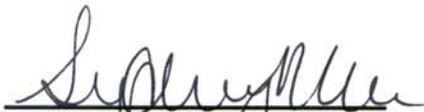
AGENDA SUBJECT: Special Event Liquor License Application

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**SUMMARY:** 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, May 30, 2015 from 6:00 P.M. to 9:00 P.M. at 201 N 4<sup>th</sup> Street 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: 5d

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: Kingman Area Chamber of Commerce

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-0039625

**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: Beale Street Celebration

Address of Location: 201 N 4th Kingman Mohave / 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: Woytovich Yvonne [REDACTED]  
Last First Middle Date of Birth

2. Applicant's mailing address: 120 W Andy Devine Kingman AZ 86401  
Street City State Zip

3. Applicant's home/cell phone: (\_\_\_\_) \_\_\_\_\_ Applicant's business phone: (928) 753-6253

4. Applicant's email address: yvonne@kingmanchamber.com

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: February 3, 2015

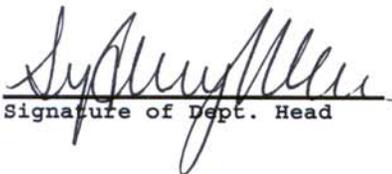
AGENDA SUBJECT: Application for Liquor License

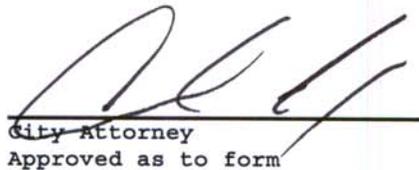
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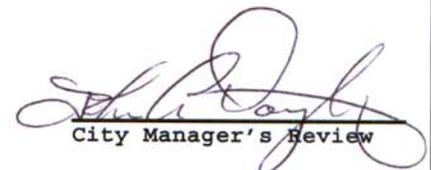
**SUMMARY:** Applicant Luan-Chang Peng of ABC Buffet Corporation has applied for a Series 12 (Restaurant) Liquor License for a restaurant at 2890 E Andy Devine Avenue in Kingman.

**ATTACHMENT:** First page of the Series 12 (Restaurant) Liquor License application

**STAFF RECOMMENDATION:** Approve the Liquor License application

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 5e

Arizona Department of Liquor Licenses and Control  
 800 West Washington, 5th Floor  
 Phoenix, Arizona 85007  
 www.azliquor.gov  
 602-542-5141

**APPLICATION FOR LIQUOR LICENSE**  
 TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

**SECTION 1** This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 11, 13, 15, 16*
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 12, 13, 15, 16*
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE  
*Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

**SECTION 2** Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) \_\_\_\_\_

JAN 6 11:42 AM '15

**SECTION 3** Type of license and fees LICENSE #(s):

1. Type of License(s): RESTAURANT

12083517

2. Total fees attached:

\$ 172.

Department Use Only

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.**

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

**SECTION 4** Applicant

1. Owner/Agent's Name:  Mr. PENG  Ms. LUAN-CHUANG  
 (Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: ABC BUFFET CORPORATION  
 (Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: ABC BUFFET  
 (Exactly as it appears on the exterior of premises) 131011713

4. Principal Street Location 2890 E. ANDY DEVINE AVE KINGMAN MOHAVE 86401  
 (Do not use PO Box Number) City County Zip

5. Business Phone: 928-753-6363 Daytime Phone: [REDACTED] Email: [REDACTED]

6. Is the business located within the incorporated limits of the above city or town?  YES  NO

7. Mailing Address: 6201 N. 35TH AVE PHOENIX ARIZONA 85017  
 City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type \_\_\_\_\_ \$ \_\_\_\_\_ Type \_\_\_\_\_ \$ \_\_\_\_\_

**DEPARTMENT USE ONLY**

Fees: \$100.00 Application ~~\$100.00~~ Interim Permit \$50.00 Site Inspection \$77.00 Finger Prints \$ 172.00  
**TOTAL OF ALL FEES**

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete?  YES  NO

Accepted by: MS. Date: 01/06/2015 Lic. # 12083517

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Greg Henry, City Engineer  
Coral Loyd, Financial Services Director

MEETING DATE: February 3, 2015

AGENDA SUBJECT: Authorization to Accept a Warranty Deed for a Property in Kingman Airport Tract/Banks Airport Addition Improvement District and Use Contingency Funds to Payoff the Associated Assessment

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**SUMMARY:** The owners of a vacant property within the city's Kingman Airport Tract/Banks Airport Addition Improvement District recently contacted the city advising they want to deed their vacant property to the city. The assessment on the property described as 320-06-340 Block 16, Lot 6, totals \$7,084.59.

The city could accept a warranty deed for the property and use contingency funds to payoff the assessment; then utilize the parcel for a property exchange outside the improvement district for flood control and drainage purposes.

**ATTACHMENT:** Attachments include a copy of the proposed warranty deed, limited title report for the parcel, payoff quote for the related assessment within the city's Kingman Airport Tract/Banks Airport Addition Improvement District and a map identifying the location of the property.

**FISCAL IMPACT:** Utilize \$7,084.59 from general fund contingency funds.

**STAFF RECOMMENDATION:** Staff recommends Council authorize acceptance of a warranty deed and authorize contingency funds to payoff the associated assessment in the city's Kingman Airport Tract/Banks Airport Addition Improvement District.

Signature of Dept. Head

  
City Attorney  
Approved as to form  
City Manager's Review

AGENDA ITEM: 5f

**Recorded at the request of:**  
City of Kingman

**When recorded, mail to:**  
City of Kingman  
310 N. 4<sup>th</sup> St.  
Kingman, AZ 86401

Space above this line for Recorder's Use

### WARRANTY DEED-Exempt A3

For the consideration of Ten Dollars, and other valuable considerations,

Philip Horney and Patricia Horney, husband and wife

does hereby convey to

City of Kingman, an Arizona Municipal Corporation

the following real property situated in Mohave County, Arizona:

Lots Six (6), Block 16 of KINGMAN'S AIRPORT TRACT, according to the plat thereof, recorded February 15, 1929, in the office of the County Recorder, Mohave County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions as may appear of record.

The undersigned hereby warrants the title against all persons whomsoever, subject to the matters set forth.

Dated: January 22, 2015

\_\_\_\_\_  
Philip Horney

\_\_\_\_\_  
Patricia Horney

### NOTARY ACKNOWLEDGMENT(S) TO WARRANTY DEED

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**ACCEPTANCE**

The City of Kingman, an Arizona Municipal corporation, does hereby accept the foregoing Warranty Deed and the terms and conditions thereof.

IN WITNESS WHEREOF, The City of Kingman has caused this acceptance to me executed by it's Mayor pursuant to authority granted by it, City Council, this \_\_\_\_\_ Day of \_\_\_\_\_, 2015.

The City of Kingman, an Arizona Municipal Corporation

\_\_\_\_\_

Richard Anderson, Mayor

\_\_\_\_\_

Sydney Muhle, City Clerk



# CHICAGO TITLE INSURANCE COMPANY

2699 E. Andy Devine Ave., Kingman, Az 86401 • Phone: (928) 753-5581 • Fax: (928) 753-5587

## LIMITED RECORD REPORT

Order No.: CTM2015023220

ISSUED FOR THE SOLE USE AND BENEFIT OF: CHICAGO TITLE AGENCY

PURPORTED PROPERTY SITE ADDRESS: 3595 N. LOMITA, KINGMAN, AZ

ASSESSOR'S TAX PARCEL NO.: 320-06-340

Taxes for the year 2014, are paid in full in the amount of \$156.18, under Tax Assessor Parcel No. 320-06-340.

APPARENT LEGAL DESCRIPTION OF PROPERTY, SITUATE IN MOHAVE COUNTY, ARIZONA:

Lots Six (6), Block 16 of KINGMAN'S AIRPORT TRACT, according to the plat thereof, recorded February 15, 1929, in the office of the County Recorder, Mohave County, Arizona.

APPARENT RECORD OWNER:

Philip Horney and Patricia Horney (no marital status disclosed on vesting deed)

RECORDED ENCUMBRANCES:

NONE

NOTE: A corrective vesting deed to replace the deed recorded at Fee No. 2011049751 is necessary. Current deed fails to disclose marital status of Grantees and doesn't appear to be properly executed by the Grantor.

The foregoing information is furnished subject strictly to the understanding that such information has been taken from our tract indices without reference to or examination of such instruments which purport to affect said real property and that this Company assumes no liability as to the accuracy or completeness of such information.

Attention is called to Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against foreclosure and sale of land under an encumbrance if the owner is entitled to the benefits of said Act.

The tax search included herein has been done as an accommodation only and Chicago Title Insurance Company assumes no liability or responsibility for its completeness or accuracy.

The liability herein is limited to the charges herein.

Fee: \$ 100.00

Dated: December 19, 2014

Countersigned at Kingman, Arizona

By: Frank Robbins

**City of Kingman**  
**Kingman Airport Tract/Banks Airport Addition I/D**  
**Payoff Quote Good Through 04/28/2015**

**Requested By:**

CITY OF KINGMAN  
HORNEY, PHILIP & PATRICIA  
7883 CLAYPOOL WAY  
CITRUS HEIGHTS, CA 95610

<b>Property ID:</b>	320-06-340	<b>Account ID:</b>	0530017
<b>Property Owner:</b>	HORNEY, PHILIP & PATRICIA	<b>Assessment ID:</b>	0530017
<b>Calculation Date:</b>	12/12/2014	<b>Orig. Assessment:</b>	\$6,430.55
<b>Legal Desc:</b>	BLOCK 16, LOT 6 - KAT - KBA	<b>Orig. Principal:</b>	\$6,430.55

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**General Information:**

THE BOND INTEREST RATE FOR THIS DISTRICT IS 7.25%.

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<b>Principal:</b>	<b>4,996.94</b>
<b>Interest:</b>	<b>1,536.80</b>
<b>Current Installments:</b>	<b>0.00</b>
<b>Delinquent Installments:</b>	<b>550.85</b>
<b>Delinquency Management Fees:</b>	<b>0.00</b>
<b>Manual Adjustments:</b>	<b>0.00</b>

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<b>Total Good Through 04/28/2015</b>	<b>\$7,084.59</b>
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These street improvement assessments are assumable. This payoff quote includes eight (7) years of interest guaranteed to the bond holders. If a payment schedule for the remaining balance of the assessment is needed, please fax me a request.

We require a copy of the recorded current vesting deed for all assumptions in order for us to update our records. Please contact our Engineering Dept at (928) 753-8358 or (928) 753-8122 for any water or sewer paybacks that might be due.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALICE WALKER AT (928) 753-8108, FAX: (928) 753-6498 OR E-MAIL: awalker@cityofkingman.gov.

Please mail payments to:  
City of Kingman  
310 N 4th Street  
Kingman, AZ 86401  
Attention: Improvement Districts



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Mike Meersman, Parks and Recreation Director

**MEETING DATE:** February 3, 2015

**AGENDA SUBJECT:** Park & Recreation Fee Adjustments; Athletic Fields, Ramada's and Pools

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## SUMMARY:

The Parks and Recreation Department has recently implemented online registrations for programs, park Ramada's, and field rentals. To utilize the Rec 1 Software Program System to its fullest and complement all it can do, there needs to be some adjustments on the department side in order to implement the online changes.

By adding the software and proposed fees, the public is able to access parks and programming from the convenience of their own home. These changes are necessary for the advancement and development of the department.

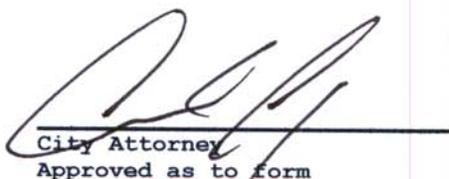
**ATTACHMENT:** 1) A department letter of explanation  
2) Parks & Recreation Facility fee with current and proposed rate adjustment including tax; and notes for the recommended adjustments.

**FISCAL IMPACT:** Increase in the Park, Recreation and Pool Revenue.

**RECOMMENDATION:** Staff recommends approving the **Proposed Rate Adjustments** effective May 1, 2015. This will improve the registration process, provide more efficient reports and increase revenue.



Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 5g



# City of Kingman

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • (928)753-5561

[www.cityofkingman.gov](http://www.cityofkingman.gov)

February 3, 2015

RE: Park, Recreation and Pool Fees

Mayor and Council,

The last adjustments to several fees was in 2011 and 2012. There are several reasons for the recommendation to adjust Park, Recreation and Pool Fees.

- 1) A new online Rec1 Software System for scheduling programs, fields and facility rentals was recently implemented
- 2) Online registration is the first choice of many of our customers at this time
- 3) The system will be more efficient, detailed and timely for record keeping and reports
- 4) Adjust rates to increase revenue to cover increasing costs

The REC1 Computer Software System, to recognize a fee, must have a set range implemented to calculate the fee. In the past Ramada rentals would be set for the length of time the customer wanted it. The **proposed fee** is to set a four hour block with the ability to add additional hours at a nominal fee.

Ball Tournament Fees; one person in our office had the job of calculating fees after the event from the tournament bracket sheet provided by the tournament director. We have had times when the tournament director would not show up to pay. We have spent countless hours tracking them down and getting them to pay. The **proposed change** would be for all tournament field rentals to be paid for in advance and all office personnel will be able to handle this task.

The Pools maximum occupancies are not age based. Having one fee regardless of age will be better to track attendance and work well with REC 1 Computer Software System. Staff would like to implement one Punch Pass Card for all age groups which will allow a family to share the Punch Pass. Presently there are four different daily fees set for pool admissions and three different Punch Passes. Pool Party Rates are based on the size of the party and number of Lifeguards required. Staff feels it is important to keep swimming lessons affordable to get our young kids swimming and keep our pools safe.

If you have any questions please feel free to contact me at any time. Thank you for your consideration.

Sincerely,

Mike Meersman

Director of Parks & Recreation Department

Phone (928) 692-3105      Cell (928) 303-6087

Email: [mmeersman@cityofkingman.gov](mailto:mmeersman@cityofkingman.gov)

**PARKS & RECREATION  
FACILITY FEES 2015**

Items	Current Fee	Proposed Fees Effective May 1, 2015	NOTES
<b>Ramada Rental</b> (under 100 people)	\$25 How long they wanted it.	\$25 for 4 hours. \$3 each additional hour or an all day \$34 rate.	To utilize REC1 Software for the On-Line Registration System hours must be designated.
<b>Ramada Rental</b> (over 100 people)	\$50 How long they wanted it.	\$50 for 4 hours. \$3 each additional hour or an all day \$59 rate.	
<b>Ball Field Rentals</b> (Centennial & Southside Parks)	\$11 for 1.5 hrs. (before 5 p.m.)  \$17 for 1.5 hrs. (after 5p.m.)	No Changes	Field rate hike in 2012
<b>Tournament Field Rental</b> (Centennial & Southside Parks)	The first business day after the Tournament is over the bracket sheet is to be brought to our Office; the per game fee above is used.  We have had groups not show up to pay. We would spend countless hours trying to get their payment for the field rentals.  \$50 deposit -refundable if canceled 48 hours prior to event  \$100 charge to Dress fields between tournament games	\$300 flat fee (1 to 4 fields) (Day 8:00 a.m. -8:00 p.m.)  \$400 flat fee (1 to 4 fields) (Night 5:00 p.m. - 5 a.m.)  \$50 each additional field added  \$50 non-refundable deposit.  \$300 charge to Dress fields between tournament games  PIF due 5 business days prior  \$25 per hour fee to any group going beyond designated time.	The REC1 computer software system does not recognize fees due without knowing the number of actual hours fields will be used. All Field rentals will be paid for in advance.  The \$50 Non-refundable deposit fee will prevent the blocking of tournament times that prevents others from utilizing the facility and loss of revenue. The deposit will be applied to the Field Rental.  One person in the office had the job of calculating the tournament cost. Now all office personnel will know the fees.  Change is needed to utilize REC1 online computer registration and must be designated by a set format.

Items	Current Fee	Proposed Fees Effective May 1, 2015	NOTES
<b>Multi-Purpose</b> Open Field Areas (Centennial Park <b>ONLY</b> )	There is no existing Rate for these areas.	\$6 for 1.5 hrs. (any time)	With the demand for turf areas to be used for practice this is necessary. These are our larger fields divided in to 4 smaller fields. They require no chalking, bases, fences or lights.
<b>Daily Pool Fees</b> (Open Swim & Lap Swim)	\$2 per Adult (18-54 yrs.) \$1.75 per Senior (55 yrs. & up) \$1.50 per Youth (5-17 yrs.) 4 & under FREE (with a paying adult)	\$2 per person  4 & under FREE (with a paying adult)	Facility maximum is not age based. Having one fee regardless of age will be better to track attendance and work easily with REC 1 computer software system.
<b>Pool Passes</b>	\$15 for 10 punch pass (adult) \$12 for 10 punches (senior) \$10 for 10 punches (youth)  \$40 Lap Swim Use Only Pass	(same price for everyone) \$15 for 10 punch pass \$25 for 20 punch pass  \$40 Lap Swim Only Pass	One PUNCH Pass for ALL age groups will be better with the REC1 Software. A family can now share one Punch Pass instead of having three different passes.  <i>Punch passes are non-refundable, non-replaceable but can be used the following year.</i>
<b>Swim Lessons</b>	\$18 Parent & Child (6-36 months) \$20 Preschoolers Level 1-3 (3-5 yrs.) \$20 Learn to Swim Level 1-4 (Ages Vary) \$18 Learn to Swim Level 5-6 (Ages Vary)	No changes proposed	Keeps lessons affordable; minimizes safety concerns.

Item	Pool Party Current Fees ONLY		NOTES
<b>Pool Party Fee</b> (Centennial Pool)	Minimum 2 Hour Rental No slide / With Slide	Each Additional Hour No Slide / With Slide	Pool Party Rate differences are based on the number of Lifeguards required.  Recommend \$10 increase in all party fees; cover increase in expenses.
# of patrons <75	\$135 / \$195	\$60 / \$85	
76-150	\$175 / \$240	\$75 / \$100	
151-350	\$220 / \$280	\$90 / \$115	
<b>Pool Party Fee</b> (Grandview Pool)	Minimum 2 Hour Rental No Baby Pool / With Baby Pool	Each Additional Hour No Baby Pool / With Baby Pool	
# of patrons <75	\$110 / \$135	\$50 / \$60	
76-200	\$135 / \$155	\$60 / \$70	

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Jake Rhoades, Fire Chief

MEETING DATE: February 3, 2015

AGENDA SUBJECT: Authorization to Sell Surplus 1992 Pierce Arrow Fire Engine to Yucca Fire District for \$3,500

SUMMARY: The fire apparatus replacement schedule for front line apparatus states that fire engines will serve 13 years in front line service and another five (5) years in reserve status. As a result, Unit 208, a 1992 Pierce Arrow, was placed out of service in 2014. Once the unit was placed out of service, the fire department attempted to sell the apparatus for a minimum of \$10,000 on two (2) separate occasions and no interest for the apparatus was expressed.

The Yucca Fire Department has since expressed interest and agreed to the amount of \$3,500 for the apparatus. Although a lower intended price, this benefits the city of Kingman through mutual aid opportunities as a direct partner and increases the level of service capabilities for the Yucca Fire District along the I-40) corridor. In addition, since this unit is out of service, it is currently being stored and depreciates in value and increase in maintenance costs will be experienced in order to maintain it in the future.

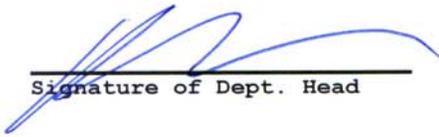
The Kingman Fire Department recommends the sale of Unit 208, 1992 Pierce Arrow, for the amount of \$3,500. The department seeks approval to declare this the 1992 Pierce Arrow as surplus and approve the sale to the yucca Fire District in the amount of \$3,500.

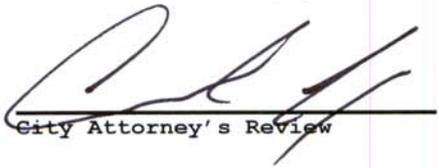
The City Attorney and Finance Director reviewed the request to surplus this apparatus for sale to the Yucca Fire District for compliance with the city's purchasing policy.

ATTACHMENT: None

FISCAL IMPACT: \$3,500 from Yucca Fire District

STAFF RECOMMENDATION: I move to surplus this apparatus and sell to Yucca Fire District for the amount of \$3,500.

  
Signature of Dept. Head

  
City Attorney's Review

  
City Manager's Review

AGENDA ITEM: 5h

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Common Council

**FROM:** Development Services Department

**MEETING DATE:** February 3, 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 151.32-acres of the 168.42-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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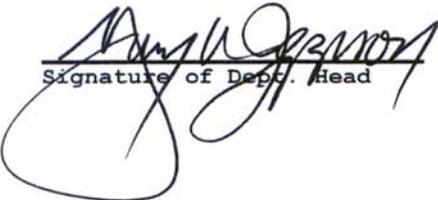
**SUMMARY:** The Kingman General Plan designates the 168.42-acres located south of I-40, north of the Airfield Avenue alignment, and between the Sage Street and Cherokee Street alignments as "Open Space/Parks". Attached is an application for the City Council to consider for a major plan amendment to 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.

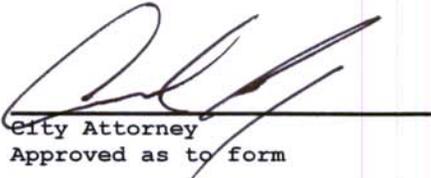
An element of the General Plan Update is the Transportation Element. This element adopts the Kingman Area Transportation Study Update (KATS), which was adopted May 3, 2011. The KATS Study identified two new traffic interchanges on I-40. One interchange is the Kingman Crossing Interchange and the other 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 (39.35%) "for" and 2309 (60.65%) "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 14<sup>th</sup>.

- 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: *6a*

## **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 February 12, 2015.**

Because the City of Kingman is the applicant, the \$2000.00 application fee is waived. This application was submitted on February 4, 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 151.32-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 151.32-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 151.32-acres of the 168.42-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 151.32-acres of its property designated as "Regional Commercial".

A regional commercial designation will provide the opportunity for the City to have this 151.32-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 151.32-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

February 4, 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:

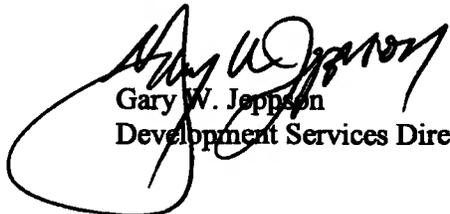
Presented with this letter is the application for a Major General Plan Amendment to the *City of Kingman, Arizona General Plan Update 2030*.

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.

This Major General Plan Amendment request entails the designation of 151.32-acres owned by the City of Kingman 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 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

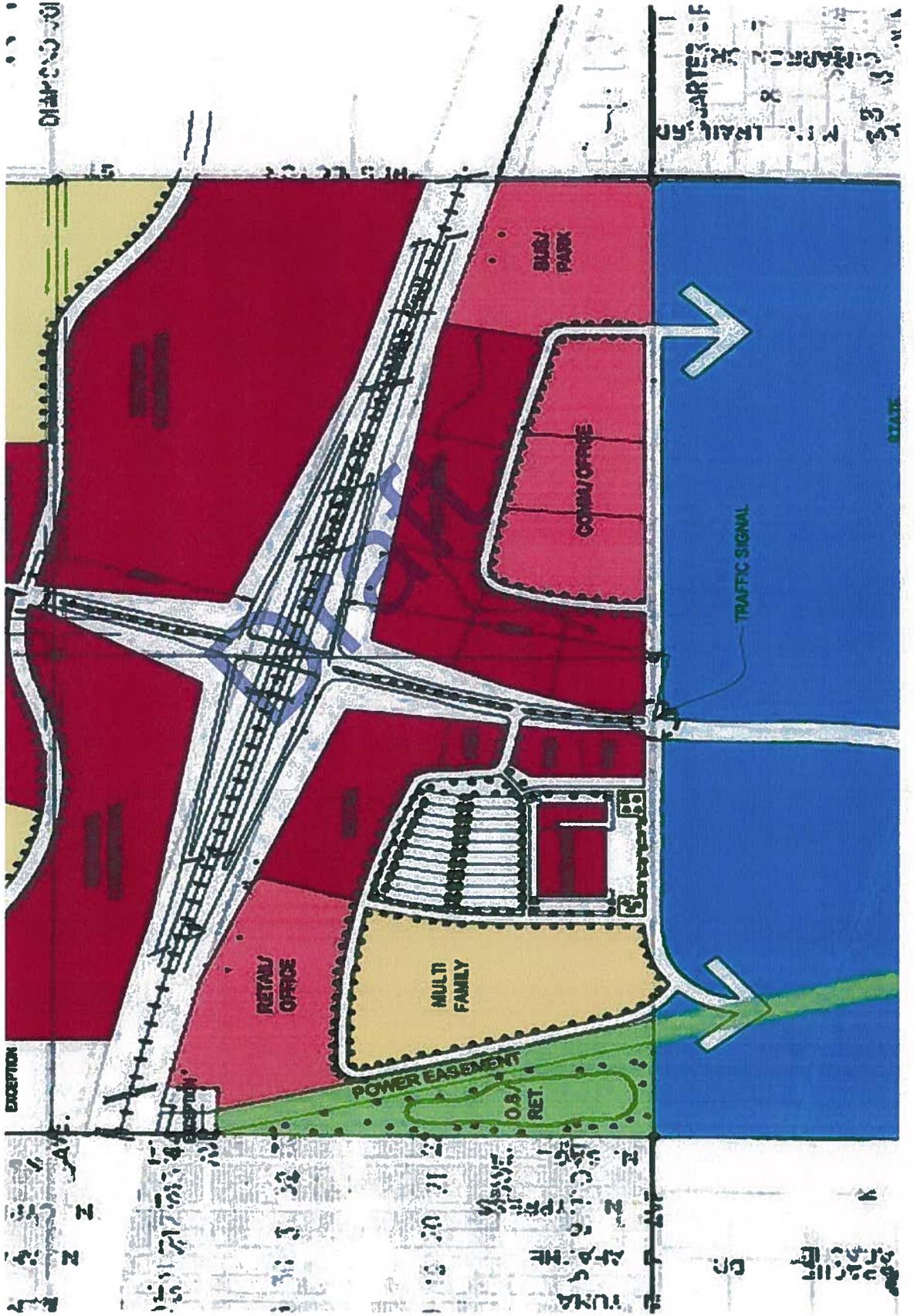


**KINGMAN CROSSING MAJOR  
GENERAL PLAN AMENDMENT**

**ATTACHMENT #3**

Draft

# Kingman Crossing Concept Plan

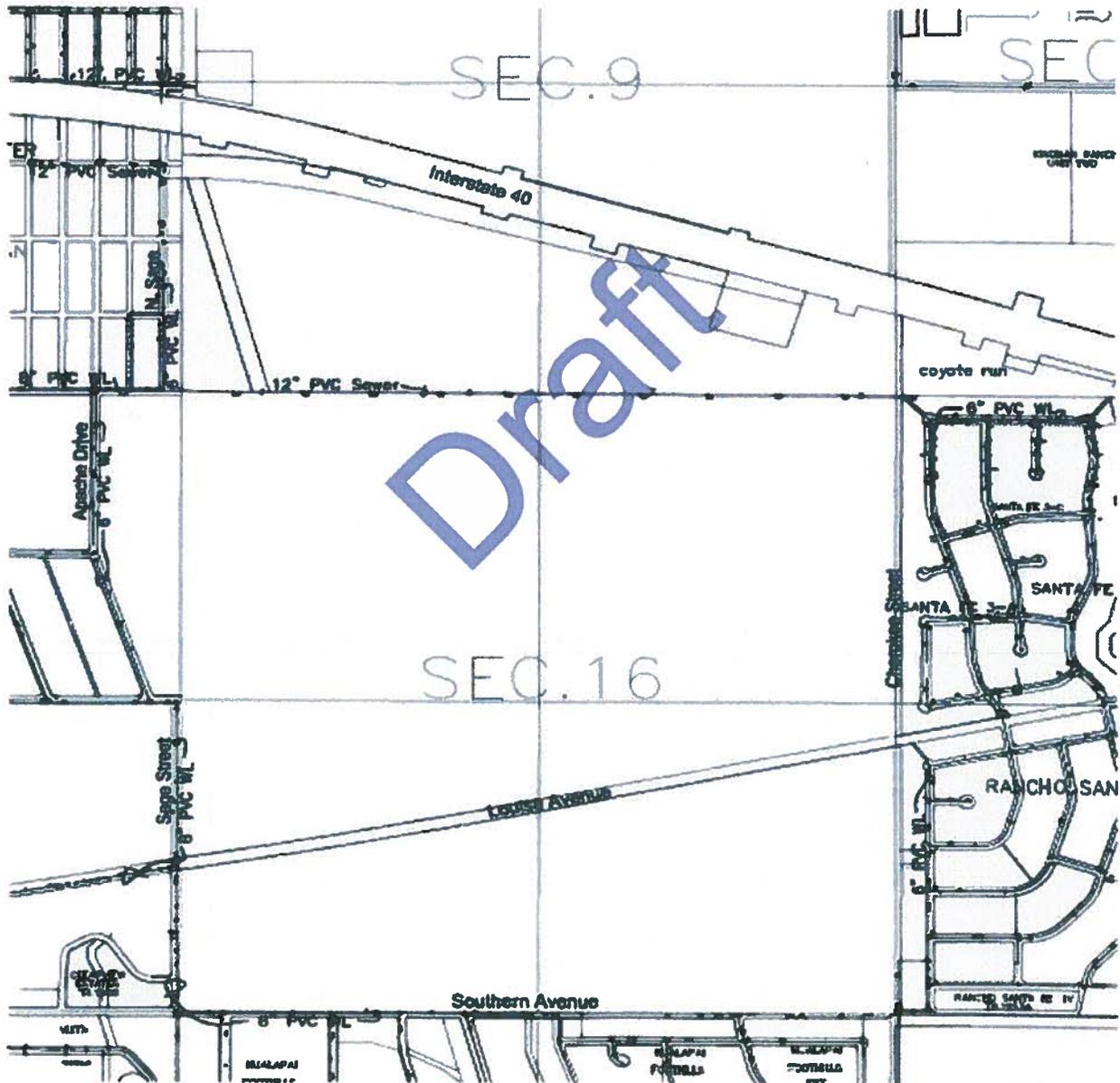


**KINGMAN CROSSING MAJOR  
GENERAL PLAN AMENDMENT**

**ATTACHMENT #4**

# Kingman Crossing

## Existing water, sewer and access infrastructure



1"=100'

# **KINGMAN CROSSING MAJOR GENERAL PLAN AMENDMENT**

**ATTACHMENT #5**

Draft

LOHMEYER TROY & SYLVIA  
3490 AIRFIELD AVE  
KINGMAN AZ 86401

BRAUN DELANE F  
10361 E HERITAGE PL  
TUCSON AZ 85730

BERGER JAY & ROSALIE TRUSTEES  
7936 DEERFIELD ST  
SAN DIEGO CA 92120

BOURLIER KENNETH L & CHERIE L  
2810 CYPRESS ST  
KINGMAN AZ 86401

KHAN MAHMOOD CPWRS 50  
3448 MONTE MORO RD  
KINGMAN AZ 86401

AU ALMA Y K TOM  
1220 8TH AVE  
SAN FRANCISCO CA 94122

PRUMERS ROBERT K & MARTHA A  
4791 SHANE DR  
KINGMAN AZ 86409

MILLER JENNIFER  
2417 W LANSING WAY  
FRESNO CA 93705

REED IONE M  
1119 ENDORA WAY  
BOULDER CITY NV 89005

HENRY JAMES S  
1913 PICO ST  
KINGMAN AZ 86401

BROWN JUSTIN & CRYSTAL  
2314 N APACHE DR  
KINGMAN AZ 86401

CITY OF KINGMAN  
310 N 4TH ST  
KINGMAN AZ 86401

SANCHEZ JOESPH ABILIO ETAL, KISS DAR  
C/O ROXANN C GERNAND 25 N MONTE VE  
SEDONA AZ 86336

BIG RED CONSTRUCTION  
2677 APACHE DR  
KINGMAN AZ 86401

BRAUN DELANE F  
10361 E HERITAGE PL  
TUCSON AZ 85730

OLSEN ELTON & SHARON  
20513 175TH ST  
CORNELL WI 54732

CITY OF KINGMAN  
310 N 4TH ST  
KINGMAN AZ 86401

MAHMOOD KHAN & AISHA CPWRS  
3448 MONTE MORO RD  
KINGMAN AZ 86401

PROFET JULIE TRUSTEE  
1301 LYNN GROVE DR  
MANHATTAN BEACH CA 90266

HAUSEN MICHAEL A  
2940 N SAGE ST  
KINGMAN AZ 86401

FIELD SIDNEY  
5224 VILLAGE CIRCLE DR  
TEMPLE CITY CA 91780

BRAUN TERRY  
841 W CALLE DE JULIO  
GREEN VALLEY AZ 85614

SCHULTZ BERNICE  
220 E 91ST AVE  
THORNTON CO 80229

NAYERI MAJID JT ETAL, ABIDIAN BITA, JR  
4125 HAWKS CV  
ANN ARBOR MI 48105

LEE JOSEPH K  
20 VALLEJO DR  
MILLBRAE CA 94030

WICK GLADYS  
C/O LILLIAN OLSON 4509 S WINDMILL RD  
SOUTH RANGE WI 54874

DYE PEGGY J  
450 HILLSIDE DR APT 420  
MESQUITE NV 89027

CAMPOS MICHELLE ETAL  
17420 LUDLOW ST  
GRANADA HILLS CA 91344

KHAN MAHMOOD CPWRS 50  
3448 MONTE MORO RD  
KINGMAN AZ 86401

BRO EDWIN A  
937 NE LAKEWOOD DR  
NEWPORT OR 97365

BUFANO WILLIAM A 50  
4015 MONTE SILVANO  
KINGMAN AZ 86401

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

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

ROOKWOOD JAMES O  
380 FIRVIEW LN  
WILDERVILLE OR 97543

STEWART CHARLES L  
3326 DEARBORN BLVD  
SIOUX CITY IA 51104

OUR LADY OF THE LAKE  
2115 JEFFERSON ST  
MANDEVILLE LA 70448

MARTINEZ RICHARD P & DINA R  
1611 E COLLEGE DR  
KINGMAN AZ 86409

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

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

CLARK WILLIAM & ALICE TRUSTEES  
823 VIA BANDOLERO  
ARROYO GRANDE CA 93420

COCAMO LLC  
PO BOX 30861  
LAUGHLIN NV 89028

MASON TIFFANY  
3010 N SAGE ST  
KINGMAN AZ 86401

BUTLER MARTIN E  
13120 SW MORGAN RD  
SHERWOOD OR 97140

HJESTAND ORAIG  
1704 PACIFIC AVE  
KINGMAN AZ 86401

THICKE MICHELLE M  
2854 N 122ND ST  
WAUWATOSA WI 53222

ANASTOS MARIA E JT 50  
1087 LEWIS RIVER RD 184  
WOODLAND WA 98674

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

BOWERS NICHOLAS TYLER  
3030 N SAGE ST  
KINGMAN AZ 86401

BOWERS NICHOLAS TYLER  
3030 N SAGE ST  
KINGMAN AZ 86401

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 3460 E ANDRADA RD  
VAIL AZ 85641

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

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

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 I  
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 & VIRGINIA L JT  
2007 MOTOR AVE  
KINGMAN AZ 86401

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

BAILEY DAVID W  
PO BOX 3084  
KINGMAN AZ 86402

GASTINEAU JAMES J III  
2851 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  
1818 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 6948  
KINGMAN AZ 86402

JUELF S JOSEPH W & KASIE M TRUSTEES  
JUELF S FAMILY REVOC TRUST 2877 N APA  
KINGMAN AZ 86401

JUELF S JOSEPH W & KASIE M TRUSTEES  
JUELF S FAMILY REVOC TRUST 2877 N APA  
KINGMAN AZ 86401

LOHMEYER TROY & SYLVIA  
3490 AIRFIELD AVE  
KINGMAN AZ 86401

BRAUN DELANE F  
10361 E HERITAGE PL  
TUCSON AZ 85730

BRAUN TERRY  
841 W CALLE DE JULIO  
GREEN VALLEY AZ 85614

BOURLIER KENNETH L & CHERIE L  
2810 CYPRESS ST  
KINGMAN AZ 86401

KHAN MAHMOOD CPWRS 50  
3448 MONTE MORO RD  
KINGMAN AZ 86401

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

AU ALMA Y K TOM  
1220 8TH AVE  
SAN FRANCISCO CA 94122

PRUMERS ROBERT K & MARTHA A  
4791 SHANE DR  
KINGMAN AZ 86409

MILLER JENNIFER  
2417 W LANSING WAY  
FRESNO CA 93705

REED IONE M  
1119 ENDORA WAY  
BOULDER CITY NV 89005

BROWN JUSTIN & CRYSTAL  
2314 N APACHE DR  
KINGMAN AZ 86401

CITY OF KINGMAN  
310 N 4TH ST  
KINGMAN AZ 86401

SANCHEZ JOESPH ABILIO ETAL, KISS DAR  
C/O ROXANN C GERNAND 25 N MONTE VE  
SEDONA AZ 86336

BIG RED CONSTRUCTION  
2677 APACHE DR  
KINGMAN AZ 86401

BOWERS NICHOLAS TYLER  
3030 N SAGE ST  
KINGMAN AZ 86401

CLARK WILLIAM & ALICE TRUSTEES  
623 VIA BANDOLERO  
ARROYO GRANDE CA 93420

OLSEN ELTON & SHARON  
20513 175TH ST  
CORNELL WI 54732

CITY OF KINGMAN  
310 N 4TH ST  
KINGMAN AZ 86401

MAHMOOD KHAN & AISHA CPWRS  
3448 MONTE MORO RD  
KINGMAN AZ 86401

PROFET JULIE TRUSTEE  
1301 LYNN GROVE DR  
MANHATTAN BEACH CA 90266

FIELD SIDNEY  
5224 VILLAGE CIRCLE DR  
TEMPLE CITY CA 91780

BERGER JAY & ROSALIE TRUSTEES  
7938 DEERFIELD ST  
SAN DIEGO CA 92120

SCHULTZ BERNICE  
220 E 91ST AVE  
THORNTON CO 80229

NAYERI MAJID JT ETAL, ABIDIAN BITA, JR  
4125 HAWKS CV  
ANN ARBOR MI 48105

BRAUN DELANE F  
10361 E HERITAGE PL  
TUCSON AZ 85730

LEE JOSEPH K  
20 VALLEJO DR  
MILLBRAE CA 94030

WICK GLADYS  
C/O LILLIAN OLSON 4608 S WINDMILL RD  
SOUTH RANGE WI 54874

DYE PEGGY J  
450 HILLSIDE DR APT 420  
MESQUITE NV 89027

CAMPOS MICHELLE ETAL  
17420 LUDLOW ST  
GRANADA HILLS CA 91344

KHAN MAHMOOD CPWRS 50  
3448 MONTE MORO RD  
KINGMAN AZ 86401

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Coral Loyd, Finance Director

MEETING DATE: February 3, 2015

AGENDA SUBJECT: Confirm FY2015-16 Budget Calendar

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SUMMARY: At the January 23, 2015 Council priorities meeting, the budget calendar was set as follows:

1. March 2, 2015 9:00 - 3:00 - pre-budget priorities and capital improvements plan workshop
2. April 13, 2015 9:00 - 3:00 Council budget workshop
3. May 5, 2015 5:30 - discuss and adopt tentative budget at regular Council meeting
4. May 19, 2015 5:30 - public hearing and adopt final budget and capital improvements plan

ATTACHMENT: 1. Proposed budget calendar  
2. City meetings calendar and available dates for meetings

STAFF RECOMMENDATION: This agenda item is essentially to confirm to the Council and notify the public of the upcoming FY2015-2016 budget workshops and meetings.

Signature of Dept. Head

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City Attorney  
Approved as to form

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City Manager's Review

AGENDA ITEM: 6b



Fiscal Year 2015-16

Kingman, Arizona

## BUDGET and CAPITAL IMPROVEMENTS PLAN CALENDAR

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<b>2014 December</b>	19	Distribute Capital Improvement Plan (CIP) forms to staff
<b>2015 January</b>	16	Departments submit CIP estimates to finance
	23	Council priorities setting meeting
	30	Distribute pre-budget priorities worksheets to departments
<b>2015 February</b>	09	Departments submit pre-budget priorities to finance
	09	Distribute budget forms to staff
	23	Council receives department budget priorities & CIP draft
	23	Departments submit budget forms to finance
<b>2015 March</b>	02	<b><u>Council work session</u></b> – Pre-budget Priorities and Capital Improvements Plan Work Session 9:00-3:00
	16	Finance submits operating budget requests to City Manager
	19-26	Staff work sessions – Operating budget overview with Manager
<b>2015 April</b>	07	Council receives Preliminary Budget and CIP
	13	<b><u>Council budget work session</u></b> 9:00 am – 3:00 pm
	23	Latest possible date for additional <b><u>Council</u></b> discussion & direction on Preliminary Budget and CIP items in order to adopt Tentative Budget <b>May 5</b> ; <i>(if final budget adoption is moved to June, then May 8 becomes latest date for additional Council work sessions / agenda discussion if needed)</i>
<b>2015 May</b>	05	<b><u>Council</u></b> discussion and adoption of Tentative Budget and CIP
	10	Publish Tentative Budget and Notice of Public Hearing (first publication)
	17	Publish Tentative Budget and Notice of Public Hearing (second publication)
	19	Public Hearing and <b><u>Council</u></b> adoption of Final Budget and CIP

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# March 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Council Workshop PRE-BUDGET PRIORITIES & CIP 9:00 – 3:00	3 Council Meeting	4	5	6 UNAVAILABLE	7
8	9	10	11	12	13 UNAVAILABLE	14
15	16 Spring Break KUSD	17 Council Meeting Spring Break KUSD	18 Spring Break KUSD	19 Spring Break KUSD	20 UNAVAILABLE Spring Break KUSD	21
22	23 Spring Break KAOL	24 UNAVAILABLE Spring Break KAOL	25 Spring Break KAOL	26 Spring Break KAOL	27 UNAVAILABLE Spring Break KAOL	28
29	30 UNAVAILABLE	31 UNAVAILABLE				

# April 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 UNAVAILABLE	2 UNAVAILABLE	3 UNAVAILABLE	4
5	6	7 Council Meeting	8	9	10 UNAVAILABLE	11
12	13 Council Workshop BUDGET & CIP 9:00 - 3:00	14	15	16	17 UNAVAILABLE	18
19	20 UNAVAILABLE	21 Council Meeting UNAVAILABLE	22 TRI-CITY MEETING UNAVAILABLE	23	24 UNAVAILABLE	25
26	27	28	29	30		

# May 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Council Meeting	6	7	8	9
10	11	12	13	14	15	16
17	18	19 Council Meeting	20	21	22	23
24	25 Memorial Day	26	27	28	29	30
31						

# June 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 Council Meeting	3	4	5	6
7	8	9	10	11	12	13
14	15	16 Council Meeting	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Engineering Services

**MEETING DATE:** February 3, 2015

**AGENDA SUBJECT:** RESOLUTION NO. 4931 – REQUEST TO WAIVE UNDERGROUND SERVICE REQUIREMENT FOR A NEW HOME AT 309 MAPLE STREET, ENG15-001

**SUMMARY:** Joe O'Neill is proposing to install electric service to his proposed residence. The owner has requested to install a new secondary service overhead from across Spring Street.

Section 9-5 of the Kingman Code of Ordinances states the following: "Except as otherwise provided herein, secondary lines and service drops, as defined herein, shall be installed underground in connection with all new service".

On January 22, 2015, the Municipal Utility Commission reviewed this request to waive the requirement for installing underground service at 309 Maple Street. The Commission determined that this was a reasonable request because other homes in the area have overhead service and the site conditions would make it difficult to install underground service.

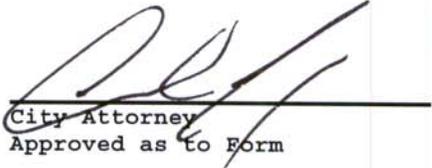
Since the code does not include provisions for waivers, all previous exceptions have been approved by separate council action.

**ATTACHMENTS:** Resolution No. 4931  
MUC Application

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** The Commission voted 7-0 to recommend the requirement for installing underground service be waived. Staff recommends approval of Resolution No. 4931.

  
Assistant City Engineer

  
City Attorney  
Approved as to Form

  
City Manager's Review

AGENDA ITEM: 7

**CITY OF KINGMAN  
RESOLUTION NO. 4931**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL  
OF THE CITY OF KINGMAN, ARIZONA, GRANTING A  
LIMITED EXCEPTION TO THE REQUIREMENTS OF  
SECTION 9-5 OF THE KINGMAN CODE OF ORDINANCES  
FOR PURPOSES OF ALLOWING OVERHEAD UTILITY  
CONNECTIONS TO A SINGLE FAMILY RESIDENCE.**

**WHEREAS**, Joe O'Neill, applicant has requested an exception to the Underground Utility Ordinance to provide service to a single family dwelling located at 309 Maple Street, Parcel 303-06-040; and

**WHEREAS**, Section 9-5 of the Kingman Code of Ordinances requires all new utility service connections to be made underground; and

**WHEREAS**, The Municipal Utility Commission has reviewed this request at their January 22, 2015 meeting and recommended the applicant be granted a limited exception from the requirements of Section 9-5 with respect to the above property because strict application of Section 9-5 would impose an undue hardship on the applicant and would not further any significant interest of the City or the public as adjacent properties are developed and have existing overhead services.

**WHEREAS**, the Municipal Utility Commission reviewed this request at their January 22, 2015 meeting and voted 7-0 to recommend waiver of the underground utility ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the City of Kingman, Arizona, the applicant is hereby granted a limited exception from the requirements of Section 9-5 and is hereby granted the right to install a portion of the utility service connection to a new single family residence at the above location by overhead lines.

**PASSED AND ADOPTED** by the Mayor and Common Council of the City of Kingman, Arizona, on this 3rd day of February, 2015.

ATTEST:

\_\_\_\_\_  
Sydney Muhle, City Clerk

APPROVED:

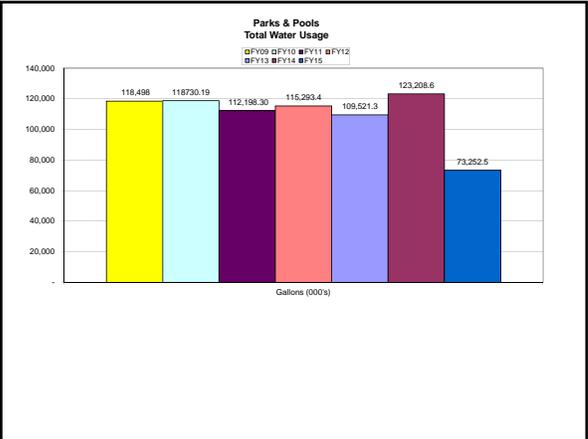
\_\_\_\_\_  
Richard Anderson, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Carl Cooper, City Attorney

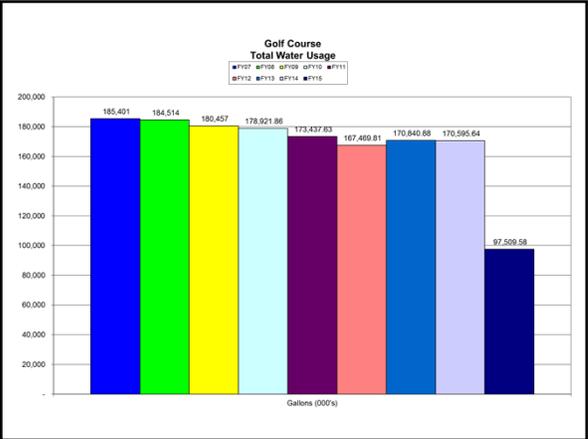
### Water Conservation

- Mother Nature’s variables.
- Heat
- Cold
- Wind
- Humidity
- Rain amounts
- Soil type



### Park Challenges

- 34 Separate Irrigation Systems
- 8 Parks are Computer controlled satellites.
- Centennial, Lewis Kingman, Walleck, South Side, Canyon, Cecil Davis, Pawnee and Fire Fighters.
- 11 Stand alone; Metcalfe, Monsoon, Locomotive, Mohave, Hubbs, Rambling Rose, City Complex, Fire stations.
- 15 Stand alone; Train depot, Airway Underpass, all road side landscape & walk paths; Mohave, I-40.



### Growing Environment

- Turf type - Cool Season
- Soil Quality; extremely low in organic matter
- Dry out quickly & require frequent watering.
- Healthy turf requires less water.
- Waste Water Treatment Composting
- Heavy in slow decomposing organic matter
- Holds moisture and is high in nutrients



### On the original 9 holes

- Block Irrigation system.
- Consists of 221 block stations.
- Blocks have electrically controlled valves.
- When turned on 4 to 10 sprinklers run.
- Areas of a block require different rates of water.
- Low areas & zones with heavier soils, less water.
- We reduced the nozzle size in the sprinklers; saving water and minimizing wet areas.

### 7 sprinklers in one Block



### Irrigation run time

Percentages adjusted daily

- Relative humidity
- Wind speeds
- Temperature
- Soil type
- Turf type

### Adjust Sprinkler Patterns

- Part circle Sprinklers along areas water is not needed.
- Desert areas
- Parking lots
- Sidewalks
- Buildings,
- Sand bunkers



### Day Time Watering

- Hot and windy days
- 5 minute syringe; cools the turf canopy
- Replenishes the moisture lost to evaporation
- Allows for shorter run times at night

### Hand Water

- Dry & stressed areas are watered by hand
- Minimize run times on the entire block
- Greens, approaches and aprons
- Inmates big help



### Irrigation Audits 7521

- People see stressed and dying turf; ADD more water.
- Proper Sprinkler performance very important.
- Plugged Nozzles.
- Sprinkler level in relation to the turf.
- Set too low; grass deflects the spray pattern.
- Causing Donut effect.

### Donut Effect



### Another Donut

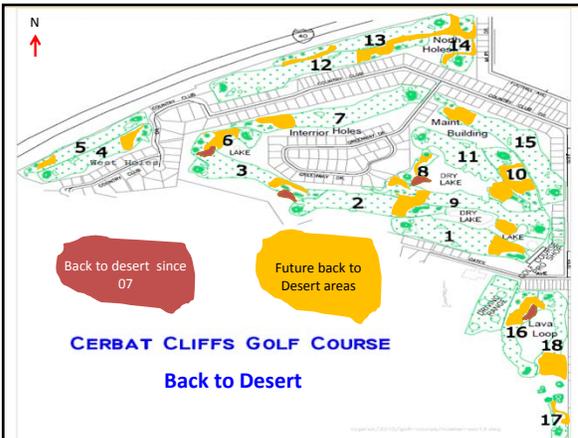


### Other Variables

- Winter irrigation; Turf dormant water only enough to keep desiccation from occurring.
- Leak identification & repair; extremely important to minimize water loss.
- Continue cultural practices; aerification, thatch control, fertility, etc.
- Healthy turf requires less water.
- Wetting Agents & Growth Regulators as budget allows.

### Moisture Meter

You know when Irrigation is needed



### Back to Desert

- Out of play areas converted back to Desert landscape.
- Irrigation rerouted desert material & plantings.

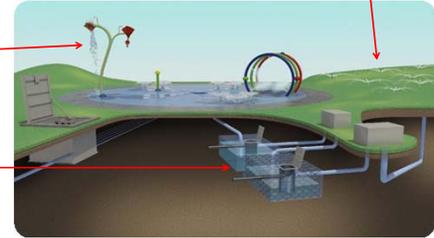


### Splash Park

Repurpose Water Management Systems

- Surface Irrigate Parks turf at night

- Potable water used
- Stored in tank

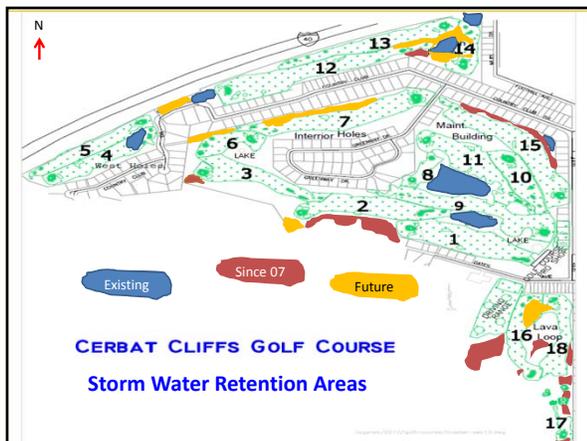


### Storm Water Retention Areas

- Since 2007 thirteen retention areas added.
- Large pools constructed to contain the water for a long period of time.
- Allows sediment, soil, debris to settle out.
- More water soaks in replenishing the aquifer.
- Remainder released slowly Down Stream.

### Reasons

- Minimize flooding to neighborhoods downstream from the golf course.
- Much less course Clean After Monsoon.
- Course Playable soon after rain.
- Turf Conditions healthier.
- Soils Utilized for construction projects.



#12



#15



18 Behind Tees



#18 between all tees



#18 Right of the Cart path



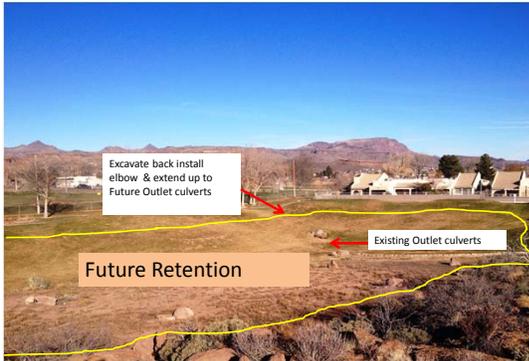
Behind #1 green



Left of #2 Fairway



### Future Sight Left of 16



### Along I-40 between 5 & 12



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Carl Cooper, City Attorney

MEETING DATE: February 3, 2015

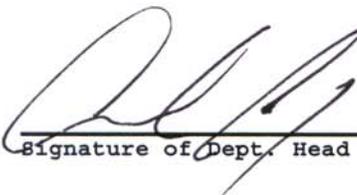
AGENDA SUBJECT: Kingman Airport Authority and the Dross Site

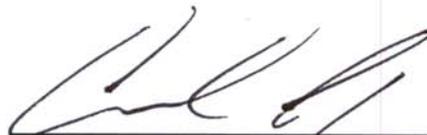
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**SUMMARY:**

If, necessary, then the City Attorney requests that the Mayor and Council make a motion to go into executive session pursuant to ARS 38-431.03(A)(4). The City Attorney wishes to discuss settlement terms regarding the Kingman Airport and the Dross site.

**STAFF RECOMMENDATION:** Go into executive session.

  
\_\_\_\_\_  
Signature of Dept. Head

  
\_\_\_\_\_  
City Attorney  
Approved as to form

  
\_\_\_\_\_  
City Manager's Review

AGENDA ITEM: 10