

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

5:30 P.M.

AGENDA

Tuesday, March 3, 2015

REGULAR MEETING

CALL TO ORDER & ROLL CALL

INVOCATION will be given by Paul Daniel of First 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 February 17, 2015.

2. APPOINTMENTS

a. Golf Course Advisory Member Replacement

After discussion of current board and commission applications the members would like to recommend the appointment of James Powell to serve out the remainder of Edward Jones term.

The Golf Course Advisory Commission recommends the appointment of James Powell to replace Edward Jones who has resigned his position during his 1st term, or to provide staff with direction.

b. Parks & Recreation Member Replacement

After discussion of current board applications, the members would like to recommend the appointment of Corralyn Dunshie to finish out the term of Michael Powell at the end of 2015 and still be eligible for a first 3 year term on the commission. The commission members would also like to recommend the appointment of Brenda Dehann to replace Sydney Bailey who has served two terms on the commission. **The commission recommends the appointment of Corralyn Dunshie to finish out the term of Michael Powell and the appointment of Brenda Dehaan to fill Sydney Bailey's position, or to provide staff with direction.**

3. 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.

4. 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. Liquor License Application

Applicant Diana M. Caldon of Diana's Cellar Door Wine Bar, LLC has applied for a Series 7 Liquor License for a wine bar at 414 E. Beale Street. **Staff recommends approving the Liquor License Application.**

b. Liquor License Application

Applicant Stacy L. Thomson of House of Hops (Kingman Club, LLC) has applied for a Series 6 Liquor License for an all spirituous liquor bar at 312 E Beale Street. **Staff recommends approving the Liquor License Application.**

c. Resolution No. 4934 - Approving a Delegation Agreement between the City of Kingman and the Arizona Department of Environmental Quality

The Arizona Department of Environmental Quality (ADEQ) is designated as the lead agency for reviewing the operation of water and sewer systems and the practices of governmental agencies which oversee and regulate them. ADEQ is responsible for reviewing and approving water and sewer extensions for systems throughout the state. ADEQ often delegates authority to Cities and Counties for those entities to assume the review and approval process. The City of Kingman has been a delegated agency for several years and follows standard review and approval practices as prescribed by ADEQ. The current Delegation Agreement will expire on June 30, 2015. The new Delegation Agreement includes a 35 year term which will allow the City to approve water and sewer extensions until June 30, 2050. Staff recommends approval of the Delegation Agreement. **Staff recommends Resolution No. 4934 be approved authorizing the attached Delegation Agreement between the City of Kingman and the Arizona Department of Environmental Quality.**

d. Expenditure from Local Court Enhancement Fund

The Court needs to replace two security cameras, one printer and a video conferencing unit. These items are beyond repair. Additionally we would be purchasing one iPad for remote video interpreting. This will enable us to provide better access to Court services for our non-English proficient and hearing impaired customers. The total costs for all purchases will be approximately \$8,000.00.

e. Consideration of Agreement with Freiday Construction, Inc. for Construction Manager at Risk services related to the installation of the Rattlesnake Tank Booster Pumps and 16" Rancho Santa Fe Parkway Transmission Main (ENG12-010)

On December 16, 2014, Council approved a design phase CMAR contract with Freiday Construction for the Rattlesnake Tank Booster Pumps and 16" Rancho Santa Fe Parkway Transmission Main project. Staff has been working with the contractor to finalize the design for this project. In order to expedite the start of construction, staff is recommending that the project be broken into separate construction phases. The Phase 1 construction plans are now complete. Staff has requested a Guaranteed Maximum Price (GMP) for Phase 1 of this project from Freiday Construction. The Phase 1 work includes the installation of a 16" transmission main from the Rancho Santa Fe Tank to Louise Avenue. The negotiated GMP for Phase 1 is \$521,104.85. Work for Phase 1 will be complete within 90 days of a notice to proceed. It is expected that the Phase 2

GMP for this project will be forthcoming in the next 30 to 45 days. It is anticipated that future construction phases will be incorporated into the subject agreement by contract amendments. **Staff recommends approving the agreement with Freiday Construction, Inc.**

f. Special Event Liquor License Application

Applicant Rebecca Fawson of the Kingman Route 66 Rotary Foundation has applied for a Series 15 Special Event Liquor License for an event to take place Friday, March 20, 2015 from 5 to 9 P.M. at 400 W. Beale Street in Kingman. **Staff recommends approving the Special Event Liquor License Application.**

g. Special Event Liquor License Application

Applicant Steven C. Robinson of the Mohave County Republican Party – District 1 has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, April 11, 2015 from 4 to 10 P.M. at 112 N. Fourth Street in Kingman. **Staff recommends approving the Special Event Liquor License Application.**

h. Report on an emergency purchase for pavement repair on Sycamore Avenue, east of Stockton Hill Road.

Sunland Asphalt had been hired to provide a mill and overlay of the Wal-Mart parking lot. The parking lot is accessed from Sycamore Avenue, which is deteriorated from heavy traffic and storm water runoff. Engineering and Public Works staff concurred that the repair of Sycamore in conjunction with the parking lot repair would take advantage of existing traffic control, reduce inconvenience to the driving public, and provide needed repairs to a heavily congested roadway in the timeliest manner. Staff requested a proposal from Sunland Asphalt and per the city procurement code, requested the Mayor authorize an emergency purchase order. All work has been completed and Sycamore Avenue is open to traffic. This report is being filed with the Council in accordance with Section 2-160 of the Kingman City Code of Ordinances, governing procurement. **Staff recommends approval.**

i. Sale of City owned property 854 Berk Avenue.

On Monday, February 23, 2015 the City received two qualified proposals in response to our advertised bid offering to auction the City owned property at 854 Berk Avenue, a 1984 single wide mobile home acquired by the City in 2011 through our CDBG Housing Rehab Program. This property appraised for \$10,000 in 2013 and had a minimum bid of \$11,000 to be sold “AS IS.” The results received are as follows: Clayton Bryan submitted \$11,200 and Sara Wilcox submitted \$14,500. Funds generated by this auction will be added to the City’s CDBG Housing Rehab program budget for future CDBG projects. **Staff recommends awarding 854 Berk Avenue to the highest bidder, Sara Wilcox, for \$14,500.**

5. OLD BUSINESS

Update on negotiations to retain the Downtown Post Office.

Councilmember Miles asked for an agenda item to update the Council on efforts to maintain the Downtown Post Office location.

6. **NEW BUSINESS**

a. Ordinance 1790 – Creating the Parks, Recreation & Aquatics Commission

The Parks & Recreation Commission voted to recommend reducing the size of the commission from nine (9) to seven (7) members, which requires revising the Kingman Municipal Code. Upon drafting the new Ordinance, staff discovered the commission was never formally established. Ordinance 1790 will create the commission in the Kingman Municipal Code. **Staff recommends adopting Ordinance 1790.**

b. Ordinance 1794 - Transit Advisory Commission (TAC) – Request to reduce membership level.

Kingman Area Regional Transit (KART) would like to reduce the number of members required to serve on the Transit Advisory Commission (TAC) due to lack of active members and applicants. Chapter 2, Article IX, Section 2-158.62 of the Kingman Code of Ordinances currently states: The transit advisory commission shall be composed of seven (7) members appointed by the mayor and council. Membership on the commission shall consist of: a representative of the elderly in the community; a representative of the disabled in the community; a representative of the passengers of the community; a representative of the social services agencies in the community; a representative of the businesses in the community; two (2) at-large members. There are currently three (3) active TAC members. The existing membership level of seven (7) requires a minimum of four (4) members to be present to have a quorum. KART is requesting that Article IX, Section 2-158.62 be changed to state: The transit advisory commission shall be composed of five (5) members appointed by the mayor and council. Membership on the commission must include representation from the elderly, disabled, local business, and other key stakeholder communities. This change would allow TAC to hold regular meetings with as few as three (3) members present for a quorum while still meeting ADOT requirements for Section 5311 grant funding. **Staff recommends adopting Ordinance 1794 and revising Article IX, Section 2-158-62 as requested.**

7. **REPORTS**

Board, Commission and Committee Reports by Council Liaisons

8. **ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER**

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

If needed.

ADJOURNMENT

Posted _____ by _____

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

5:30 P.M.

MINUTES

Tuesday, February 17, 2015

REGULAR MEETING

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

CALL TO ORDER & ROLL CALL

Mayor Anderson called the meeting to order at 5:29 P.M. and roll call was taken. All Council members were present except Councilmember Yocum who was absent. The invocation was given by Philip Shaw of Trinity Episcopal 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 and Executive Session minutes of February 3, 2015.

Vice Mayor Wimpee, Sr. made a MOTION to APPROVE the Regular Meeting and Executive Session minutes of February 3, 2015. Councilmember Abram SECONDED and it was APPROVED by a vote of 6-0.

2. APPOINTMENTS

Consideration of reappointing William Wales to the Economic Development and Marketing Commission (EDMC).

William Wales served on the EDMC in 2014 after the resignation of a commissioner. Mr. Wales expressed interest in continuing to serve at the commission's Regular Meeting on February 11, 2015. There was one other application in the talent bank; however, the applicant has since withdrawn the application due to work schedule conflicts. The commission recommends reappointing William Wales to serve on the EDMC for a term ending December 31, 2018.

Mr. Wales addressed the Council and stated he had a passion for economic development and wanted to serve on the commission for the next three years.

Vice Mayor Wimpee, Sr. made a MOTION to REAPPOINT William Wales to the EDMC. Councilmember Young SECONDED and it was APPROVED by a vote of 6-0.

3. 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.

Councilmember Yocum arrived at 5:34 P.M.

There were no comments from the public.

4. 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. Recommendation from the Tourism Development Commission (TDC) for the quarterly payment to Kingman Visitor Center, Inc. for tourism services

The tourism funding agreement between the City of Kingman and the Kingman Visitor Center, Inc. specifies that a quarterly payment be made in the amount of \$51,250 upon submission and acceptance of the tourism quarterly report. The most recent quarterly report was submitted and accepted by TDC at the February 5, 2015 meeting. **Staff supports the TDC recommendation for Council approval of the quarterly payment to Kingman Visitor Center, Inc. for tourism related services.**

b. Consideration of a development agreement with William L. Nugent for street improvements on Kino Avenue, ENG15-005

William L. Nugent is developing a residential subdivision known as the Legacy at Walleck Ranch Tract 1965-E. This subdivision is located north of Kino Avenue and east of Legacy Drive. The area of Kino Avenue adjacent to the subdivision is very flat and has drainage problems. In addition, this segment of Kino Avenue was constructed with recycled asphalt millings and has experienced pavement failures. The developer is required to reconstruct the north half of Kino Avenue as part of their development. There is consensus among staff that it is best to construct the entire segment of Kino Avenue with the subdivision. Staff is proposing a Development

Agreement with William L. Nugent to participate with the south half of the Kino Avenue improvements. Mohave Engineering has provided a letter and proposal from Desert Construction showing the cost for City participation to be \$30,830.00. Staff has reviewed the costs and recommends entering the Development Agreement with Mr. Nugent. **Staff recommends approving the Development Agreement utilizing up to \$30,830.00 of Flood Control Funds.**

c. Authorization to approve a contract with Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program for the purchase of a new Trailer Mounted Hydro-Jetter for the Waste Water Department.

Staff is requesting Council authorize a contract with H-GAC for the purchase of a 700 gallon, Model 747-FR2000 Trailer Jet for the Wastewater department. Section 2-160(e) of the City's Procurement Code allows cooperative purchasing without a formal bidding process when other government units have done so pursuant to competitive bidding for the same item or service if, in the opinion of the purchasing agent, a separate bidding process is not likely to result in a lower price for such items or services. Staff is recommending authorization to contract with the H-GAC Cooperative Purchasing Program because the City currently has an indefinite Interlocal Contract with them since 2012, and has utilized this service in the past to purchase equipment. The H-GAC is a regional planning commission and political subdivision of the state of Texas operating under Chapter 391, Texas Local Government Code. Staff is recommending Council approve a contract with H-GAC Cooperative Purchase Program for \$80,345.00. **Staff recommends Council authorize the purchase of a new Trailer Mounted Hydro-Jetter from H-GAC Cooperative Purchasing Program.**

d. Authorization for the purchase of a used Bucket Truck

Staff is requesting Council authorize the purchase of used Bucket Truck. This used International 4300 with a working height of 45 feet would replace our current 1997 Ford with a reach of 32 feet. The additional height is needed for safe street light maintenance. Section 2-160(g) of the City's Procurement Code allows purchase of used items without the formal bidding process. Prices for comparable new units ranged from \$150,000 to \$250,000. This vendor has a solid reputation in the industry for thorough service and component replacement and certification prior to re-sale. They also offer a limited warranty. **Staff is recommending Council authorize the purchase of a used Bucket Truck from I-80 Equipment for a price of \$55,600.00.**

e. Authorization to declare Personal Protective Equipment (PPE) as surplus so that it may be donated to Firefighters Crossing Borders Organization

The Kingman Fire Department has Personal Protective Equipment (PPE) that is currently out of compliance with NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting which states that PPE shall be removed from service after ten (10) years of service and shall not be utilized during live-fire response. The department has approximately 70 bunker coats and 68 bunker pants that are older than 10 years. In addition, there are approximately 15 sets of wildland gear in the same age range and condition. As such, the departments PPE replacement ensures that all front line/suppression personnel are in compliance with this standard to ensure safety and to eliminate liability issues. The Firefighters Crossing Borders (FFCB) is a US based non-profit organization founded by active Firefighters working to assist Firefighters in Mexico. The organization accepts donations that will be utilized in Mexico to outfit firefighters from that country. Other organizations, including neighboring districts and Mohave Community College, have been contacted but are not interested due to compliance with NFPA 1971. The Kingman Fire Department recommends the declaration of the specified personal

protective equipment that is out of compliance with the NFPA standard as surplus and of no value to the U.S Fire Service. The alternative to this donation is to destroy the PPE. The City Attorney and Finance Director reviewed the request to surplus this Personal Protective Equipment (PPE) for donation to the Firefighters Crossing Borders Organization. **Staff recommends declaring the PPE surplus and donating it to the Firefighters Crossing Borders Organization.**

f. Resolution 4932, Authorization to submit HOME grant application.

The City of Kingman is eligible for and intends to apply to the Arizona Department of Housing (ADOH) for FY 2014-15 HOME grant funding in the amount of \$275,000 (\$250,000 in program funds and \$25,000 in Administration funds) to partner with Mohave County to conduct Housing Rehabilitation Activities within the City, including private property sewer connections. The City intends to continue our successful Housing Rehabilitation Program through the use of HOME program grant funds rather than the regular use of CDBG funding for this popular activity. For this grant cycle, the City opted to utilize our entire CDBG allocation to fund the new sewer extension project on Beverly, Berk and Simon Avenues and utilize this HOME grant to conduct housing rehab services and sewer connections in this same area. Staff is asking council to adopt Resolution #4932 authorizing the submission of this HOME grant application. The Kingman City Council must authorize the submission and implementation of each HOME application by resolution, confirm and approve the HOME program applicant certifications and submit the required program disclosure report identifying all funds associated with each project. **Staff recommends adopting Resolution 4932.**

g. Resolution 4933, Enter Intergovernmental Agreement with Mohave County for HOME grant activities.

The City of Kingman is eligible for and intends to apply to the Arizona Department of Housing (ADOH) for FY 2014-15 HOME grant funding in the amount of \$275,000 (\$250,000 in program funds and \$25,000 in Administration funds). The City intends to continue our successful Housing Rehabilitation Program through the use of HOME program grant funds by partnering with Mohave County to conduct Rehabilitation activities within the City, including sewer connections. By adopting Resolution 4933 entering into an IGA with Mohave County, the City will allocate administration funds to the County to conduct specialized weatherization and energy efficiency duties under our Rehab program. Mohave County currently has the specialized energy efficiency equipment and trained staff to properly conduct this portion of the rehab program. Staff is asking council to adopt Resolution #4933 to enter into an IGA with Mohave County to conduct certain elements of the City's Owner Occupied Housing Rehabilitation program under our FY 2014-15 HOME grant contract. **Staff recommends adopting Resolution 4933 authorizing an IGA with Mohave County to conduct certain housing rehab administration activities of the City HOME grant program.**

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

5. OLD BUSINESS

None.

6. NEW BUSINESS

None.

7. REPORTS

a. **Open Meeting Law and Conflict of Interest Presentation**

The City Clerk's Office will provide its annual presentation on Arizona Open Meeting Laws including information on conflicts of interest.

City Clerk Sydney Muhle presented the following slides:



Slide one was an introductory slide. Ms. Muhle stated Open Meeting Law was required by the Arizona Revised Statutes (ARS) and read slide two.



Ms. Muhle read slides three and four.



Ms. Muhle read slides five and six.



Ms. Muhle read slides seven and eight.



Ms. Muhle read slide nine and stated councilmembers should reply directly to staff members on group emails in order to prevent creating a quorum. Ms. Muhle stated councilmembers could inadvertently create quorum if a discussion between two councilmembers was relayed and/or continued with two different councilmembers.

Mayor Anderson stated social media was becoming prevalent in society and several councilmembers had Facebook pages. Mayor Anderson asked what councilmembers should consider when posting on Facebook or news articles on the Kingman Daily Miner website.

Ms. Muhle stated councilmembers should scroll through the existing comments before submitting a new comment to see if any other councilmembers had previously commented. Ms. Muhle stated the other option was to refrain from commenting. Ms. Muhle stated it was best to be prudent with social media as it was easy for comments to be shared, which could result in a string of conversations that violated Open Meeting Law.

Mayor Anderson asked if a councilmember that posted a position or opinion on an issue on Facebook could be viewed as trying to influence the council.

City Attorney Car Cooper stated councilmembers should not engage in discussion or deliberation

on social media. Mr. Cooper stated it was permissible to post a view on Facebook, but to be careful, especially if it was City business that would go before the Council. Mr. Cooper stated it was important to watch phrasing as it would be detrimental if social media activity from one councilmember influenced the other councilmembers to the point where the councilmembers had essentially cast their votes before the issue was discussed in a public meeting. Mr. Cooper stated infractions of Open Meeting Law were investigated by the Attorney General.

Ms. Muhle stated other city clerks in the state reported problems with re-tweeting or commenting on tweets.

Mr. Cooper stated commenting can evolve into a discussion with councilmembers deliberating on issues and that was what needed to be avoided.

Mayor Anderson stated he wanted the public to understand that lack of councilmember activity on social media did not mean councilmembers did not care about an issue; it was the risks of violating Open Meeting Law that may discourage councilmembers from commenting.

Ms. Muhle stated public meetings were the best forum for councilmembers to discuss issues. Ms. Muhle read slide 10.

The image shows two presentation slides side-by-side, both titled "Open Meeting Law".

Slide 1 (Left): The title "Open Meeting Law" is at the top. Below it is the section "Agendas" with the subtext "Agendas must include:". It lists four bullet points: 1. Notice of the date, time, and location of the meeting. 2. An agenda of "specific matters to be discussed, considered, or decided at the meeting". 3. Must contain "such information as is reasonably necessary to inform the public of the matters to be discussed or decided." 4. The "other matters" must in some reasonable manner be "related" to an item specifically listed on the agenda.

Slide 2 (Right): The title "Open Meeting Law" is at the top. It lists three bullet points: 1. Only items specifically listed on the agenda or matters related thereto may be discussed, considered, or decided. **If it's not on the agenda it cannot be discussed.** 2. If a matter not specifically listed on the agenda is brought up during a meeting, the better practice, and the one to minimize subsequent litigation, is to defer discussion and decision on the matter until a later meeting when it can be properly listed on the agenda. 3. **If action is taken on an item not properly noticed on the agenda, then that particular action violates Open Meeting Law and is null and void!**

Ms. Muhle read slides 11 and 12.

The image shows two presentation slides side-by-side, both titled "Open Meeting Law".

Slide 1 (Left): The title "Open Meeting Law" is at the top. Below it is the section "Calls to the Public". It lists three bullet points: 1. An open call to the public is an agenda item that allows the public to address the public body on topics of concern within the public body's jurisdiction, even though the topic is not specifically listed on the agenda. 2. These are NOT required by state statute. 3. You may impose a reasonable time limit on speakers.

Slide 2 (Right): The title "Open Meeting Law" is at the top. Below it is the section "Calls to the Public". It starts with "As a public body you have four options during call to the public:" and lists four bullet points: 1. Respond to criticism after the close of the Call to the Public 2. Ask staff to review the item 3. Ask that a matter be placed on a future agenda so it can be discussed 4. Sit in silence. Below the list is the text: "**Call to the Public is only permitted if it is specifically listed on the agenda."

Ms. Muhle read slides 13 and 14 and stated Special Meetings did not generally include a Call to

the Public.

Open Meeting Law

The Public's Rights

The public has a right to:

- Attend
- Listen
- Tape Record
- Video Tape

The public has no right to:

- Speak
- Disrupt

Open Meeting Law

Sanctions for Violation

- Civil penalties of up to \$500 for each violation, plus attorney's fees and court injunctions against the offending public body or public official.
- If the public officer intentionally violated the Law, the court may remove the officer from office and assess him or her personally with the attorney's fee award.

Ms. Muhle read slides 15 and 16.

Open Meeting Law

Sanctions for Violation

- Action taken in violation of Open Meeting Law is null and void.
- All sanctions can be enforced against a member of a public body and any person who knowingly aids, agrees to aid, or attempts to aid anyone in violating the Law.

Conflict of Interest

- It is illegal to fail to declare a conflict of interest under Arizona law or to participate or otherwise be involved in discussion on issues or contracts where such a conflict exists.
- This covers all public officers and employees of incorporated cities and towns.
- This also applies to private interests of public official's or employee's relatives.

Find out ahead of time what your conflicts are!

Ms. Muhle read slides 17 and 18.

Conflict of Interest

In general, a conflict of interests will result when an officer or employee of a city or town or relative of an officer or employee is involved in substantial ownership or salaried employment with a private corporation doing business with the city.

A public officer or an employee may sell equipment, material, supplies, or services to the municipality ONLY AFTER public competitive bidding.

Conflict of Interest

Remote interests are so minor that they do not constitute illegal conflicts of interests.

If you have only a "remote interest" in a matter before the public body, then you can vote and participate in the discussion.

Ms. Muhle read slides 19 and 20.

Mr. Cooper stated there was a list of 10 situations that were defined as "remote interest." Mr. Cooper asked the councilmembers to call him with any questions or to review the list. Mr. Cooper

stated councilmembers would be able to best identify areas of their lives that posed a risk of a remote conflict of interest since City employees could not know all the specifics of each councilmember's life.



Ms. Muhle read slide 21.

b. Board, Commission and Committee Reports by Council Liaisons

Mayor Anderson attended the Western Arizona Council of Governments (WACOG) board meeting in which the board reviewed statistics from the last fiscal year of operations, discussed CDBG grants and other local grants for abuse programs. Mayor Anderson stated new officers were elected and Mohave County Supervisor Gary Watson was the new chair.

Councilmember Abram stated the Planning & Zoning Commission and City staff members were working on text amendments to the landscaping portion of the City Zoning Ordinances. Councilmember Abram stated the changes would be an improvement and help make the City a more beautiful place.

Councilmember Young stated the EDMC discussed arrangements for the upcoming International Convention of Shopping Centers (ICSC) show. Councilmember Young stated City Manager John Dougherty asked the commission to discuss Kingman Crossing at the March commission meeting.

8. 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 he would attend a Northwest Arizona Employee Benefit Trust (NAEBT) meeting on Wednesday, February 18, 2015 and Thursday, February 19, 2015 in Lake Havasu City. Mr. Dougherty stated the meeting would discuss the employee benefits and health insurance for next year.

Councilmember Young stated there would be a Sandbox Committee meeting Wednesday, February 18, 2015 at 5:00 P.M. at the Kingman Police Department.

Councilmember Miles stated a homeless survey was completed for the areas of Bullhead City,

Kingman and Lake Havasu City at the end of January, 2015. Councilmember Miles stated Kingman had 163 discovered homeless people, 47 of which were veterans, which was the highest number for the three cities. Councilmember Miles requested the following agenda items: an update on the negotiations to maintain service at the Downtown Post Office and the status of the Transit Advisory Commission.

Mayor Anderson stated he would attend the Sandbox meeting. Mayor Anderson stated he would provide a report on the Downtown Post Office negotiations at the next Council meeting.

Councilmember Abram made a MOTION to ADJOURN. Councilmember Yocum SECONDED and it was APPROVED by a vote of 7-0.

ADJOURNMENT --- 5:59 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 February 17, 2015.

Dated this 3rd day of March, 2015.

Erin Roper, Deputy City Clerk and Recording Secretary

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Mike Meersman, Parks & Recreation Director

MEETING DATE: Tuesday, March 3, 2015

AGENDA SUBJECT: Golf Course Advisory Member Replacement

SUMMARY: After discussion of current board and commission applications the members would like to recommend the appointment of James Powell to serve out the remainder of Edward Jones term.

Following is the term schedule for current members:

2016 Bill Fogg (served 3rd term by Super Majority Vote)
2016 Frank Gurzi (served 3rd term by Super Majority Vote)
2017 David Dale (serving 2nd consecutive term)
2017 Julie Moon (serving 1st term)
2015 Vacant
2015 Joe Farner (serving 1st term)
2015 Kelly Pickering (serving 1st term)

ATTACHMENT: Board and Commission Applications.
Action Agenda from February 18, 2015 Regular Meeting

STAFF RECOMMENDATION:

The Golf Course Advisory Commission after considering Board and Commission Applications recommends the appointment of James Powell to replace Edward Jones who has resigned his position during his 1st term or give staff direction.


Signature of Dept. Head


City Attorney's Review


City Manager's Review

AGENDA ITEM: 2a

**CITY OF KINGMAN
GOLF COURSE ADVISORY COMMISSION**

**Council Chambers
310 N. 4TH STREET
www.cityofkingman.gov**

4:30 p.m.

ACTION AGENDA

Wednesday, February 18, 2015

REGULAR MEETING

CALL TO ORDER & ROLL CALL:

MEMBERS PRESENT: Gurzi, Farner, Fogg, Moon

STAFF PRESENT: Meersman, Pitts, Anderson, Fogg

MEMBERS EXCUSED: Dale, Pickering

1. APPROVAL OF MINUTES

Regular Called Meeting Minutes of November 19, 2014.

A MOTION BY MEMBER BILL FOGG TO APPROVE THE REGULAR CALLED MEETING MINUTES FROM NOVEMBER 19, 2014, SECONDED BY MEMBER JOE FARNER, MOTION PASSED BY A VOTE OF 4-0.

2. WELCOME NEW MEMBER

New member Julie Moon

3. CALL TO THE PUBLIC – COMMENTS FROM THE PUBLIC

Those wishing to address the Commission 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 are limited to two minutes in matters regarding Cerbat Cliffs Golf Course.

No one from the public to speak.

4. OPEN MEETING LAW

City Clerks Office – Annual Open Meeting Laws

5. ANNUAL ELECTION OF CHAIRPERSON

Tabled until next meeting, not enough voting members in attendance.

6. GOLF COURSE PRO REPORT / COURSE PLAY

Levi Pitt was unable to attend this month's meeting.

A MOTION BY MEMBER BILL FOGG TO ADD AN AGENDA ITEM REGARDING AD PROMOTIONS, MOTION SECONDED BY MEMBER JULIE MOON, MOTION PASSED BY A VOTE OF 4-0.

7. **GOLF COURSE SUPERINTENDENT REPORT**

Director Mike Meersman updated the commission members on course maintenance, inmate labor, upcoming and jobs completed.

8. **MEMBER REPLACEMENT**

MOTION BY MEMBER JOE FARNER TO RECOMMEND JAMES POWELL TO REPLACE EDWARD JONES WHO RESIGNED HIS POSITION WITH THE BOARD, THE MOTION WAS SECONDED BY MEMBER BILL FOGG, MOTION PASSED BY A VOTE OF 4-0.

9. **WATER CONSERVATION**

Report on water conservation and Storm Water Retention Report

10. **DIRECTORS REPORT**

Discussion and Possible Action taken pertaining to Golf Course Business

11. **ANNOUNCEMENTS BY COMMISSION MEMBERS**

Limited to announcements, availability, requests for agenda items for future meetings.
If needed

ADJOURNMENT - MOTION BY MEMBER BILL FOGG TO ADJOURN, WAS SECONDED BY MEMBER JOE FARNER, MOTION PASSED BY A VOTE OF 4-0.

5:32pm

Posted 02/19/15 By Karen Fogg



CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

'14NOV1817:03 07

FOR MEMBERSHIP ON THE _____
Estimated hours per month you can devote to this group: _____

Name JAMES R. POWELL Home Phone # 928-757-3919
Address 3701 MARTINGALE DR - Kingman Az Alternative Phone # 928-716-5060
Zip Code 86409
Email JRpowell99@gmail.com Resident Located in -

Kingman City Limits
Mohave County

Length of Residency 48 yrs. 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. HIGH SCHOOL

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.

AZ Hwy PATROL - 66 to 78 Medical retirement, Denton Motors & Men
Sales manager 78 to 80, - Partner Prestige Homes 80 to 88, Owner
of Powell Furniture 80 to 2012, Retired investor

3. Describe your involvement in the Kingman community. Elks Lodge 468 for 48 yrs.
numerous Charity functions, former Elk of the year, Blood
Drive Chairman for 7 yrs

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

4 yrs Organized Golf Tournaments for Elks (Elks Charity Golf Tournament)
Expertise in Charitable fund raising. Formed "Jimmy ^{motivational} ~~fundraising~~
Golf outings every Tues & Thurs past 5 yrs. Consisting of up to
30+ players.

5. Describe why you are interested in serving in this position. To preserve the Continued growth and improvement of one of Kingman's #1 assets

6. If you are appointed to any of the boards or commissions you have listed interest in, please list potential conflicts of interest. Explain: N/A

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. 4th 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	2 nd Wednesday/Monthly @ 7:30 AM
Golf Course Advisory Committee	3rd Wednesday/odd months @ 4:30PM
Historical Preservation Commission	4 th 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 st month of Quarter @ 10:00

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

Signature of Applicant [Signature] Date 11/18/2014

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.



12:18:35

CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

FOR MEMBERSHIP ON THE GOLF COURSE ADVISORY COMMITTEE
Estimated hours per month you can devote to this group: _____

Name ERIC VANDAGRIFF Home Phone # 681-3651

Address 2399 CROWN POINT DR Alternative Phone # N/A

Zip Code 86409

Email VANDYND63@FANTIA.NET Resident Yes No

Length of Residency 6 years 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: N/A

1. List your educational background.
B.B.A UNIVERSITY OF NOTRE DAME (GOLF SCHOLARSHIP)
B.O.F " " " " " "

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.
RETIRED - MOVED TO KINGMAN IN 2006, GOLF SCHOLARSHIP TO COLLEGE - AND - AS A SALES & MARKETING REP IN MEDICAL IDENTICAL FIELD - PLAYED GOLF NATIONWIDE - BECAME FAMILIAR WITH COURSE CONDITIONS AND COURSE MGT. - GOOD & BAD

3. Describe your involvement in the Kingman community.
WE DID WORK WEEKENDS IN THE POWER HOUSE TOURISM DEPT. DID EDUCATE LOCALS & TRAVELERS IN ALL ASPECTS OF KINGMAN AND SURROUNDING COUNTRY INCLUDING GOLF COURSES, COSTS, CONDITIONS

4. Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying.
KNOWLEDGE OF GOLF COURSE MANAGEMENT AND MAINTENANCE GAINED IN PLAYING COURSES NATIONWIDE.

5. Describe why you are interested in serving in this position. MY WIFE AND I PLAY GREAT HUB 3-4 TIMES A WEEK (WALKING) WE SEE DETAIL MOST PLAYERS MISS RIDING IN CARTS

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. 4th 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
Historic District Design Review Board	As Needed
Historical Preservation Commission	4 th Tuesday/odd months @ 5:30PM
Industrial Development Board	As Needed
Local Public Safety Personnel Retirement Board	As Needed
Mohave County Water Authority	Varies
Municipal Property Corporation	As Needed
Municipal Utilities Commission	4th Thursday/Monthly @ 6:00 PM
Parks & Recreation Commission	3rd Wednesday/odd months @ 6:30PM
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 st month of Quarter @10:00

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

Signature of Applicant

[Handwritten Signature]

Date

JAN 5, 2012

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.



COPY

CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

15 FEB 12 9:51 45s ^{AW}

FOR MEMBERSHIP ON THE Parks and Rec Commission
Estimated hours per month you can devote to this group: 36

Name Corralyn Dunshie Home Phone # 928-757-5830
Address 2373 Del Mar Ave Alternative Phone # 928-279-5573
Zip Code 86409
Email corkyd@citrlink.net

Resident Located in -
Kingman City Limits
Mohave County

Length of Residency 39 years Are you a registered voter? Yes No

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

List other boards or commissions interested in:

Golf Course Advisory
Historical Preservation

1. List your educational background. Some College

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.

Telecommunications Network Engineer Mountain LTD
Telecommunications Manager Frontier
Semi-Retired

3. Describe your involvement in the Kingman community.

Was involved with Rotary
Was a volunteer Roadside Clean-up

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

Was semi-pro Softball player
Was always interested in Sports

Y900

5. Describe why you are interested in serving in this position.

Very impressed with this City's Parks and Rec programs

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. 4th Street, Kingman.

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Golf Course Advisory Committee	3rd Wednesday/odd months @ 4:30PM
Historical Preservation Commission	4th 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/1st month of Quarter @10:00

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

Signature of Applicant [Signature] Date 4/29/2015

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.



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Council Members
FROM: Mike Meersman, Parks & Recreation Director
MEETING DATE: Tuesday, March 3, 2015
AGENDA SUBJECT: Parks & Recreation Member Replacement

SUMMARY: After discussion of current board applications, the members would like to recommend the appointment of Corralyn Dunshie to finish out the term of Michael Powell at the end of 2015 and still be eligible for a first 3 year term on the Commission.

The Commission Members would also like to recommend the appointment of Brenda Dehann to replace Sydney Bailey who has served two terms on the Commission.

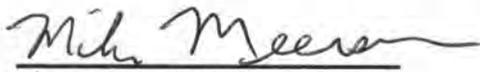
Following is the term schedule for current members:

2016 David West (serving 2nd consecutive term)
2016 Dorothy Brown (serving 1st term)
2016 Jon Gillenwater (serving 1st term)
2014 Vacant
2015 Brent Potter (serving 3rd consecutive term)
2015 Tom Peeler (serving 3rd consecutive term)
2015 Vacant (serving less than 18 months)

ATTACHMENTS: Action Agenda from February 18, 2015 Regular Meeting
Board and Commission Applications

STAFF RECOMMENDATION:

The Commission recommends the appointment of Corralyn Dunshie to finish out the term of Michael Powell also, the appointment of Brenda Dehaan to fill Sydney Bailey's position, or provide staff with direction.


Signature of Dept. Head


City Attorney's Review


City Manager's Review

AGENDA ITEM: 26

**CITY OF KINGMAN
PARKS AND RECREATION COMMISSION**

Council Chambers
310 N. 4TH STREET
www.cityofkingman.gov

6:00 p.m.

ACTION AGENDA

Wednesday, February 18, 2015

REGULAR MEETING

CALL TO ORDER & ROLL CALL:

MEMBERS PRESENT: Brown, Gillenwater, Potter, West

STAFF PRESENT: Meersman, Cossio, Reynolds, Fogg

MEMBERS EXCUSED: Peeler

1. APPROVAL OF MINUTES

Regular meeting minutes of November 19, 2014

MOTION BY MEMBER BRENT POTTER TO APPROVE THE REGULAR MEETING MINUTES WAS SECONDED BY MEMBER JON GILLENWATER, MOTION PASSED BY A VOTE OF 4-0.

2. CALL TO THE PUBLIC

Those wishing to address the Commission 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 are limited to two minutes in matters regarding Parks and Recreation.

3. OPEN MEETING LAWS

City Clerks Office – Annual Open Meeting Laws

4. ELECTION OF CHAIRPERSON / VICE CHAIRPERSON

Annual nominations of Chairperson and Vice Chairperson

5. SPLASH PAD PRESENTATION

Lisa Bruno and Storm Hargrave Presentation
Discussion and Possible Action regarding this item.

MOTION BY MEMBER BRENT POTTER FOR THE PARKS & RECREATION COMMISSION TO SUPPORT THE SPLASH PAD PROJECT TO BE PROPOSED TO ENTER AN AGREEMENT WITH THE CITY COUNCIL TO ALLOW THEM TO START RAISING FUNDS. THE MOTION WAS SECONDED BY MEMBER JON GILLENWATER, MOTION PASSED BY A VOTE OF 4-0.

6. **RECREATION SUPERINTENDENT REPORT**

Superintendent, Yvonne Cossio, reported on Programs, Projects Completed, Upcoming and Ongoing Events and Trips.

7. **PARKS SUPERINTENDENT REPORT**

Superintendent, Guy Reynolds, reported on Projects Completed, Upcoming and Ongoing Projects and Maintenance within the Parks and Pool Systems.

8. **METCALFE PARK STAGE EXPANSION PROJECT**

Report from Sounds of Kingman Organization

9. **WATER CONSERVATION REPORT**

Report on water conservation and Storm Water Retention Report

10. **SMOKING IN THE PARKS**

Discussion, periodic updates, and possible action on the report and business regarding smoke free zones.

11. **DIRECTORS REPORT**

Discussion and possible action taken pertaining to Parks & Recreation Business.
Next Meeting – May 20, 2015

12. **MEMBER REPLACEMENT / REAPPOINTMENT**

A MOTION BY MEMBER BRENT POTTER TO RECOMMEND SYDNEY BAILEY BE REAPPOINTED BY A SUPERMAJORITY VOTE BY COUNCIL, SECONDED BY JON GILLENWATER. MOTION PASSED BY VOTE OF 4-0.

MOTION BY MEMBER BRENT POTTER TO RECOMMEND CORRALYN DUNSHIE TO FINISH OUT THE TERM OF MICHAEL POWELL WITH ELLIGIBILITY OF TWO FULL TERMS AT THE END OF 2015. THE MOTION WAS SECONDED BY MEMBER DOROTHY BROWN, MOTION PASSED BY A VOTE OF 4-0.

A MOTION BY MEMBER BRENT POTTER TO RECIND HIS PRIOR MOTION OF RECOMMENDING MEMBER SYDNEY BAILEY BEING REAPPOINTED TO THE COMMISSION BY A SUPER MAJORITY VOTE. MOTION WAS SECONDED BY JON GILLENWATER. MOTION PASSED BY A VOTE OF 4-0.

A MOTION BY MEMBER BRENT POTTER TO RECOMMEND BRENDA DEHAAN TO FILL SYDNEY BAILEYS POSITION, THE MOTION WAS SECONDED BY JON GILLENWATER, MOTION PASSED BY A VOTE OF 4-0.

13. ANNOUNCEMENT BY COMMISSION MEMBERS

Limited to announcements, availability, requests for agenda items for future meetings.
If needed

ADJOURNMENT

**MOTION BY MEMBER JON GILLENWATER TO ADJOURN, MOTION WAS SECONDED BY MEMBER DOROTHY BROWN, MOTION PASSED BY A VOTE OF 5-0
7:35PM**

Posted 2/19/15 by Karen Fogg



COPY

15 FEB 12 9:51 45s ^{AW}

CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

FOR MEMBERSHIP ON THE Parks and Rec Commission
Estimated hours per month you can devote to this group: 36

Name Corralyn Dunshie Home Phone # 928-757-5830
Address 2373 Del Mar Ave Alternative Phone # 928-279-5573
Zip Code 86409
Email carlyd@citlink.net

Resident Located in -
Kingman City Limits
Mohave County

Length of Residency 39 years Are you a registered voter? Yes No

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

List other boards or commissions interested in:

Golf Course Advisory
Historical Preservation

1. List your educational background.

Some College

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.

Telecommunications Network Engineer Mountain LTD
Telecommunications Manager Frontier
Semi-Retired

3. Describe your involvement in the Kingman community.

Was involved with Rotary
Was a volunteer Roadside Clean-up

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

Was semi-pro Softball player
Was always interested in Sports

Y900

5. Describe why you are interested in serving in this position.

Very impressed with this City's Parks and Rec programs

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. 4th 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	2 nd Wednesday/Monthly @ 7:30 AM
Golf Course Advisory Committee	3rd Wednesday/odd months @ 4:30PM
Historical Preservation Commission	4 th 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	2 nd Tuesday/1 st month of Quarter @10:00

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Signature of Applicant [Signature] Date 6/29/2015

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.



CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

RECEIVED

JAN 23 2015

FOR MEMBERSHIP ON THE PARKS AND REC Comm CITY OF KINGMAN

Estimated hours per month you can devote to this group: _____

Name BRENDA DEHAAN

Home Phone # 928 753 4621

Address 2062 OMAHA DRIVE

Alternative Phone # 928 303 8737

Zip Code 86401

WK 928 753 0735

Email bldehaan12@gmail.com

M-F 8-5

Resident Located in -

X #4283

Kingman City Limits

Mohave County

Length of Residency 26 yrs

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:

ECONOMIC DEVT & MKTG

PLANNING AND ZONING

1. List your educational background.

Bachelor of Science in Business Administration

ACCOUNTING MAJOR. MAGNA CUM LAUD.

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.

MOHAVE COUNTY FINANCIAL SVCS - ACCOUNTANT SR 2004-0

MOHAVE COUNTY COMMUNITY SVCS - ACCOUNT SPECIALIST 1996-20

3. Describe your involvement in the Kingman community.

NONE TO DATE - TIME TO START

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

SUPERVISE STAFF, SOLVE PROBLEMS, ANALYTICAL,
ORGANIZED, RELIABLE AND WILLING TO DONATE
MY TIME

5. Describe why you are interested in serving in this position. To preserve the Continued growth and improvement of one of Kingman's #1 assets

6. If you are appointed to any of the boards or commissions you have listed interest in, please list potential conflicts of interest. Explain: N/A

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Historical Preservation Commission	4 th 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
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Tourism Development Commission	1st Thursday/Monthly @ 7:30AM
Transit Advisory Commission	2nd Tuesday/1 st month of Quarter @ 10:00

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Signature of Applicant [Signature] Date 11/18/2014

Please return this application to:

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 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.

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: March 3, 2015

AGENDA SUBJECT: Liquor License Application

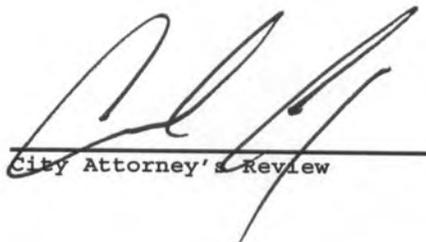
SUMMARY: Applicant Diana Caldon of Diana's Cellar Door Wine Bar, LLC has applied for a Series 7 Liquor License for a wine bar at 414 E. Beale Street.

ATTACHMENT: First page of the Liquor License Application.

STAFF RECOMMENDATION: Approve the Liquor License Application.



Signature of Dept. Head



City Attorney's Review



City Manager's Review

AGENDA ITEM: 4a

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) _____

SECTION 3 Type of license and fees LICENSE #(s): 07080017

1. Type of License(s): Beer/Wine Bar #7

2. Total fees attached:

Department Use Only
 \$ 244.00

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: Ms Caldon Diana marie
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Diana's Cellar Door Wine Bar, LLC B1053842
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Diana's Cellar Door Wine Bar
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 414 E. Beale Street Kingman Mohave 86401
(Do not use PO Box Number) City County Zip
5. Business Phone: 928-753-3885 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: 414 E. Beale St. Kingman AZ 86401
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type 7 \$ 15,000.00 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: <u>\$100.00</u>	<u>\$100.00</u>	_____	<u>\$44.00</u>	\$ <u>244.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	TOTAL OF ALL FEES

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

Accepted by: DW Date: 1/21/15 Lic. # 07080017

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

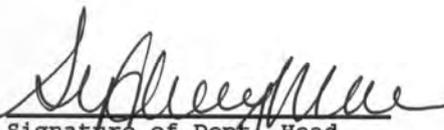
MEETING DATE: March 3, 2015

AGENDA SUBJECT: Liquor License Application

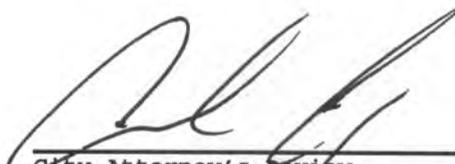
SUMMARY: Applicant Stacy L. Thomson of House of Hops (Kingman Club, LLC) has applied for a Series 6 Liquor License for an all spirituous liquor bar at 312 E Beale Street.

ATTACHMENT: First page of the Liquor License Application.

STAFF RECOMMENDATION: Approve the Liquor License Application.



Signature of Dept. Head



City Attorney's Review



City Manager's Review

AGENDA ITEM: 4b

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)

SECTION 3 Type of license and fees LICENSE #(s): 07084000

1. Type of license(s): BEER AND WINE BAR
2. Total fees attached: \$ 3222.00

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. Ms. THOMSON Stacy LYNN
2. Corp./Partnership/L.L.C.: KINGMAN CLUB, LLC
3. Business Name: HOUSE OF HOPS
4. Principal Street Location: 312 E BEAIE STREET KINGMAN MOHAVE 86401
5. Business Phone: 928-753-2337 Daytime Phone: 928-... Email: ...
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 312 E BEAIE STREET KINGMAN AZ 86401
8. Price paid for license only bar, beer and wine, or liquor store: Type 7 \$14,200 Type \$

DEPARTMENT USE ONLY
Fees: Application 200.00 Interim Permit Site Inspection Finger Prints 22.00 \$ 222.00 TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
Accepted by: CS Date: 1/22/15 Lic. #: 07084000

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: March 3, 2015

AGENDA SUBJECT: Resolution No. 4934 - Approving a Delegation Agreement between the City of Kingman and the Arizona Department of Environmental Quality

SUMMARY: The Arizona Department of Environmental Quality (ADEQ) is designated as the lead agency for reviewing the operation of water and sewer systems and the practices of governmental agencies which oversee and regulate them. ADEQ is responsible for reviewing and approving water and sewer extensions for systems throughout the state.

ADEQ often delegates authority to Cities and Counties for those entities to assume the review and approval process. The City of Kingman has been a delegated agency for several years and follows standard review and approval practices as prescribed by ADEQ.

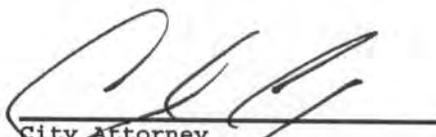
The current Delegation Agreement will expire on June 30, 2015. The new Delegation Agreement includes a thirty five year term which will allow the City to approve water and sewer extensions until June 30, 2050. Staff recommends approval of the Delegation Agreement.

ATTACHMENTS: Resolution No. 4934
Delegation Agreement

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that Resolution No. 4934 be approved authorizing the attached Delegation Agreement between the City of Kingman and the Arizona Department of Environmental Quality.


Signature of Dept. Head


City Attorney
Approved as to Form


City Manager's Review

AGENDA ITEM: 4c

CITY OF KINGMAN

RESOLUTION NO. 4934

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF KINGMAN AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

WHEREAS, City of Kingman, Arizona, is a political subdivision of the State of Arizona, (hereinafter the “City”) as prescribed within the Arizona Constitution, Article XIII, Section 1; and

WHEREAS, the State of Arizona has, in Arizona Revised Statutes (“A.R.S.”) Title 9, Chapter 1, Article 2, Section 9-137, authorized the City Council (the “**Council**”) to do that which is necessary to carry out its functions; and

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3, Section 11-951, *et seq*, authorizes the joint exercise of powers between the City and another political subdivision, including the Arizona Department of Environmental Quality (ADEQ), where it will further the public interest; and

WHEREAS, the City Council desires to enter into the attached Delegation Agreement with ADEQ to allow the City to review and approve plans for water and sewer extensions within the City’s Water Service Boundary;

NOW THEREFORE, BE IT RESOLVED the City Council hereby approves the attached Delegation Agreement with the Arizona Department of Environmental Quality; and,

BE IT FURTHER RESOLVED, the City Council authorizes the City Mayor, as its representative, to execute the Delegation Agreement on behalf of the City.

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

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

DELEGATION AGREEMENT

Between

Arizona Department of Environmental Quality

And

City of Kingman, hereinafter, Kingman, a political subdivision of the State of Arizona, acting by and through the City of Kingman Engineering Department

Delegation Agreement #ADEQ 15-

Whereas, Arizona Revised Statutes (A.R.S.) § 49-107, authorizes the Director of the Arizona Department of Environmental Quality (ADEQ) to delegate to a local environmental agency, county health department, public health services district or municipality any functions, powers or duties, hereinafter, Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local environmental agency or municipality and

Whereas, the City of Kingman is a municipality, hereinafter Local Authority (LA), as set forth in A.R.S. § 49-107, and

Whereas, A.R.S. §§ 9-240 and 11-952 authorize the City Council (and by delegation the LA, where the LA is a municipality) to enter into contracts as necessary to assist LA in exercising its powers, and

Whereas, the LA deems that it is in its best interests to accept such delegation,

Therefore, the Director of ADEQ delegates to the City of Kingman acting by and through the City of Kingman Department of Public Works, Engineering Division, and the LA accepts the delegation of those Functions and Duties described in Appendix A (Water Quality Management) of this Delegation Agreement, hereinafter Agreement, on behalf of ADEQ and in accordance with the terms and conditions specified in this Agreement.

A. DELEGATED FUNCTIONS AND DUTIES

The Functions and Duties that are delegated to the LA by this Agreement are identified in Sections A through N, and in Appendix A of this Agreement. ADEQ statutes, rules, policies and guidance shall be used in implementing the delegated Functions and Duties. The Functions and Duties not specifically delegated by this Agreement are retained by ADEQ.

B. STANDARDS OF PERFORMANCE

1. The standards of performance required of the LA to perform the delegated Functions and Duties and to fulfill the terms of this Agreement are those provided by statute and duly adopted rule, and are generally the same as those required of ADEQ personnel. The performance of the delegated Functions and Duties by the LA shall conform to ADEQ statutes, rules, policies and guidance. Program-specific standards of performance are identified in Appendix A of this Agreement.
2. ADEQ shall provide the LA with periodic training upon the request of the LA.
3. ADEQ shall provide operating guidance for use in implementing the terms of this Agreement concurrent with the execution of this Agreement. ADEQ will use its best efforts to provide the LA with new and/or updated guidance prior to or shortly after the effective date of the guidance. The guidance shall, at a minimum, include Engineering Bulletins, program guidance memoranda, substantive policy statements, copies of all applicable forms, policies and procedures, and other material that may assist the LA to carry out the delegated Functions and Duties specified in this Agreement. The LA may contact ADEQ for clarification or guidance on procedural or technical issues.
4. In the event of any dispute between the LA and a third party regarding the LA's interpretation or application of ADEQ statutes, rules, policies and guidance, ADEQ shall, if requested by the LA, provide timely assistance and direction to the LA.

C. FEE AUTHORITY AND TYPES OF FEES

1. To the extent permitted by law, ADEQ delegates the authority to collect fees under its established fee rules to assure the LA may accomplish delegated Functions and Duties according to the applicable standards.

The LA shall annually report delegated program authority fees to ADEQ on or before September 1. The report shall list all permits issued that year and the total revenue for each general permit category. ADEQ shall provide the LA with a template for the report. The report shall be delivered to ADEQ Central Office, 1110 West Washington Avenue, Phoenix, Arizona 85007, to the Office of the Chief Financial Officer.

Unless otherwise provided by statute, fees imposed by the LA shall be limited to the cost of service, including all direct and indirect costs.

2. Fees are authorized by, and shall conform to, the requirements of state laws and rules and city ordinances.
3. All fees collected by the LA pursuant to this Agreement shall be retained by the LA as consideration for performing the Functions and Duties described in this Agreement.

D. PERSONNEL QUALIFICATIONS

The required personnel qualifications for exercising each Program's delegated Functions and Duties are identified in Appendix A to this Agreement.

E. RECORD KEEPING AND REPORTING REQUIREMENTS

1. The LA agrees to maintain records relating to its performance of the delegated Functions and Duties as specified in this Agreement for a period of ten years from the date of complete resolution of any technical dispute, contested case, action against a party, or any appealable agency action, unless a longer period is required by statute or rule.
2. The LA agrees to create and submit reports related to its performance of the delegated Functions and Duties as specified in this Agreement. The reports shall be created and submitted to ADEQ in accordance with the specifications in Appendix A to this Agreement.

F. OVERSIGHT ACTIVITIES

1. ADEQ may accompany LA personnel on inspections and may review all records relating to the LA's performance of the delegated Functions and Duties as set forth in this Agreement. ADEQ shall provide prior notice to the LA of its intent to accompany LA personnel on inspections. LA personnel may accompany ADEQ inspectors on inspections for purposes of training, information sharing or coordinating LA and ADEQ activities. The LA shall provide prior notice to ADEQ of its request to accompany ADEQ inspectors on inspections.
2. Periodically, ADEQ shall conduct an evaluation of the LA's performance of the delegated Functions and Duties. Either party to this Agreement may request that the frequency of evaluations be increased. The initial results of all program evaluations shall be in writing and shall be communicated to the LA in a draft report. The LA is entitled to comment on the draft report. After ADEQ'S response to comments, ADEQ shall finalize the report and transmit a copy to the LA. The final reports of all program evaluations are public documents pursuant to A.R.S. § 39-121 *et seq.*

G. DELEGATION OF ENFORCEMENT AUTHORITIES; LOCAL AGENCY OBLIGATIONS

1. This Agreement is subject to the provisions of A.R.S. § 49-106.
2. As a supplement to any independent statutory authority LA may have, LA is hereby delegated the enforcement authorities pursuant to A.R.S. §§ 49-141, 49-142, 49-261, 49-262, and 49-354 (A) and (B), as applicable to the delegated Functions and Duties specified in this Agreement.
3. The LA shall be responsible for initiating timely and appropriate enforcement actions for alleged violations by individuals and facilities affected under this Agreement. The LA shall make compliance determinations and conduct enforcement actions in accordance with ADEQ's Compliance and Enforcement Handbook. The LA shall use inspection checklists and boilerplate documents provided by ADEQ or such documents that contain the same content as those documents provided by ADEQ.
4. ADEQ retains its authority to take an enforcement action against any individual or facility, the regulation of which is specified in this Agreement. At its discretion, ADEQ may refrain from exercising such authority if ADEQ determines that the enforcement action taken by the LA is timely, appropriate and effective. Except in a case involving an immediate threat to the public health, safety or environment, ADEQ shall give the LA 30 days prior written notice of its intent to initiate an enforcement action if the LA fails to initiate such enforcement action. In a case involving an immediate threat to the public health, safety or environment, ADEQ shall make its best efforts to notify the LA prior to its undertaking such an enforcement action.
5. Where appropriate, and if there is no conflict with applicable environmental statutes and rules, LA may conduct enforcement action using the authority provided by A.R.S. Title 36. Nothing herein shall preclude LA from independently initiating enforcement action pursuant to its own authority under A.R.S. §§ 36-602, 36-603, 49-143, and 49-144, or any other civil or criminal statute or local ordinance, or from pursuing any other available legal or equitable remedy.
6. In those cases where the Attorney General has exclusive authority to bring an action to collect civil penalties, ADEQ shall timely notify the Attorney General of the LA's intent to initiate an enforcement action and such enforcement action shall be coordinated among the LA, ADEQ, the Attorney General and the LA's City Attorney.
7. In cases of civil enforcement, the LA and ADEQ shall coordinate litigation and settlements, unless the LA has independent statutory enforcement authority. The LA and ADEQ may act as co-plaintiffs in order to maximize resources.
8. Civil penalties assessed and collected under the authority of ADEQ's statutory enforcement authority shall be in the name of the State of Arizona, and shall be forwarded to ADEQ with copies of court documentation for deposit into the state general

fund in accordance with A.R.S. Title 35, Article 3.

9. ADEQ may execute compliance initiatives directed at certain classes of violations or facilities that are alleged to be in violation of applicable statutes or rules. To the best of its ability, the LA agrees to cooperate in the successful execution of such compliance initiatives that involve facilities, the regulation of which has been delegated in by this Agreement.

H. APPEALS OF LOCAL AGENCY ACTIONS

1. Unless otherwise provided by statute, LA shall conduct administrative hearings for appeals of licensing decisions and enforcement actions taken by the LA under the delegated Functions and Duties of this Agreement in accordance with the A.R.S. Title 41, Chapter 6 Administrative Procedures, A.R.S. § 41-1092 *et seq.*, and the Office of Administrative Hearings, Rules of Procedure, Arizona Administrative Code (A.A.C.) R2-19-101 *et seq.* The LA shall use administrative law judges provided by the Office of Administrative Hearings (OAH). If an OAH administrative law judge conducts an administrative hearing under this Agreement, ADEQ shall pay for the LA's OAH hearing related costs. The LA, the LA's City Attorney, or counsel retained by LA, shall represent the LA at all administrative hearings. Nothing in this agreement mandates that the LA contract for the services of administrative law judges with respect to administrative hearings involving matters arising from the LA's independent authority, functions and duties.
2. Pursuant to A.R.S. § 12-904, if the OAH administrative law judge grants or denies the relief requested, either the appellant or the LA may file a complaint in superior court within 35 days after the decision.
3. The LA shall provide ADEQ an annual report by July 31st of appeals filed and their final resolution.

I. LICENSING AUTHORITY

1. The LA shall provide the Director within 30 days after the effective date of this Agreement, and annually thereafter on December 31, the complete boundaries of its political subdivision jurisdiction and, if different, any service area boundary of its water and wastewater utilities.
2. The LA agrees to comply with the overall time frames set forth in A.A.C. R18-1-525 when issuing licenses pursuant to delegated Functions and Duties under this Agreement. The LA shall provide a quarterly report to ADEQ indicating the number of licenses issued that quarter, by general type of license, and the number of licenses that exceeded the licensing time frame for the licensing decision. If the LA fails to meet a licensing time frame, the quarterly report shall indicate the reason(s) why the licensing time frame was missed and the corrective action the LA has taken. If the LA demonstrates a pattern

of failing to meet the required licensing time frames, ADEQ shall assist the LA in correcting the deficiencies in LA's licensing procedures.

3. The LA shall submit the quarterly reports described in subsection 1 of this Section to the ADEQ primary contact person designated in Appendix A of this Agreement.

J. LOCAL AGENCY INDEPENDENT AUTHORITY; SUBDELEGATION

1. ADEQ's delegation of Functions and Duties to a municipality within the LA's boundaries shall in no way infringe upon, reduce or usurp the LA's right, authority and responsibility to implement non-delegated authorized activities and programs.
2. The LA may not sub-delegate Functions and Duties delegated pursuant to this Agreement to another local government agency or political subdivision without obtaining the prior written approval of the Director of ADEQ.
3. ADEQ shall provide the LA a copy of any delegation agreement it has entered into with another jurisdiction, located in whole or in part within the LA's boundaries.

K. CONFLICT RESOLUTION PROCEDURES

The parties may resolve a conflict arising under this Agreement through arbitration. If the parties invoke this provision, the parties shall select a mutually acceptable third party as arbitrator. Each party shall bear its own arbitration fees, attorney fees and costs.

L. AMENDMENT AND TERMINATION PROCEDURES

1. Either party may seek to amend this Agreement. An amendment to this Agreement shall be in writing, shall be executed by the Director of ADEQ, the Director of the LA, the Mayor of the municipality, the City Clerk, and shall be approved as to form by the Attorney General and the LA's City Attorney. Amendments shall comply with the provisions in A.R.S. § 41-1081. Amendments to this Agreement shall be effective 30 days after written notice of ADEQ's final decision to amend this agreement
2. This Agreement may be terminated, in whole or in part, by either party upon providing 30 days prior written notice by certified mail to the other party and in compliance with subsection 3 of this section.
3. The LA shall, prior to the termination of all or part of this Agreement, forward to the ADEQ Director all files, public documents and pending applications received by the LA for those delegated Functions and Duties being terminated, a summary status report of those delegated Functions and Duties, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by the termination of this

Agreement.

4. The cancellation provisions of A.R.S. § 38-511, the terms of which are incorporated by reference, shall apply to this Agreement.

M. TERM OF AGREEMENT

Unless otherwise stated, this Agreement is effective 30 days after written notice of ADEQ's decision to enter into this Agreement. This Agreement shall expire on June 30, 2050. If a new Agreement is not executed by that date, ADEQ and the LA may agree to extend this Agreement by filing an amendment in accordance with Section L of this Agreement.

N. NAME AND ADDRESS OF PRIMARY CONTACT PERSONS

ADEQ Diane L. Arnst
 Legal Advisor, Office of Administrative Counsel
 Arizona Department of Environmental Quality
 1110 W. Washington Street
 Phoenix, AZ 85007
 (602) 771-2212
 da2@azdeq.gov

LA Gregory Henry, P.E.
 City Engineer
 310 North Fourth Street
 Kingman, AZ 86401
 (928) 753-8329
 ghenry@cityofkingman.gov

The name of a successor to any of the above-named individuals shall not require the execution of an amendment to this Agreement.

Appendix A

City of Kingman, Arizona Water Quality Management

A. Delegated Functions and Duties:

The LA agrees to perform those delegated Functions and Duties listed in the following table:

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
<p>1. General functions and duties pertaining to the administration of <u>Type 4 General Aquifer Protection Permits</u> delegated to the LA pursuant to this table. The extent of the applicable rules for these general functions and duties shall be limited to those relevant to the approvals, authorizations and permits which are herein delegated to the LA. Delegated functions and duties are further limited in Subpart B.</p>	<p>R18-9-101; R18-9-110; R18-9-A301(A)(4), (B) and (D); R18-9-A302 through R18-9-A307; R18-9-A312(G)(1-6) and (F)</p>	<p>C1, C2, C3, C4, C5</p>	<p>D1.1 - D1.4</p>
<p>2. Application review, inspection, issuance or denial of Construction and Discharge Authorizations, compliance and enforcement for the <u>4.01 General Aquifer Protection Permit for Sewage Collection Systems</u></p>	<p>R18-9-E301</p>	<p>Licensing decision for issuance or denial of a Construction Authorization or Discharge Authorization: C1, C2, C3, All other functions and duties: C1, C2, C3, C4, C5</p>	<p>D1.1 - D1.4</p>

Functions and Duties	Applicable Rule(s) in Title 18 of the Arizona Administrative Code	Personnel Qualifications	Standards of Performance
3. Public Drinking Water Facilities: Approval to Construct (ATC) and Approval of Construction (AOC) ^[1] <ul style="list-style-type: none"> • Application review, construction inspection, and certificate issuance or denial as appropriate • Compliance and enforcement 	Best Available Technologies per 40 CFR § 141.62 incorporated by reference in A.A.C. R18-2-102; Definitions and applicability per A.A.C. R18-4-103 and R18-4-215, R18-4-213, R18-4-201, R18-5-501 through R18-5-509 as amended	Licensing decision for issuance or denial of an ATC or AOC Certificate: C1, C2 All other functions and duties: C1, C2, C3, C4, C5	D1.1 - D1.4; D2.1

B. Exceptions and Special Provisions

The delegated Functions and Duties specified in Subpart A of this Appendix shall be subject to the following exceptions and special provisions:

1. ADEQ will provide the LA a copy of the draft Individual Aquifer Protection Permit for review and comment for any sewage treatment facility proposed within the LA’s jurisdictional boundaries.
2. Within 60 days after the effective date of this Agreement, ADEQ and the LA shall jointly develop and approve a schedule of training for administering delegated Functions and Duties.
3. Within 180 days after the effective date of this Agreement, ADEQ and the LA shall jointly develop and approve the process to ensure maintenance of LA proficiencies for the administration and implementation of delegated Functions and Duties in Appendix A, Subpart A.
4. The Director of ADEQ shall not accept, directly from an applicant any application package that involves the performance of a delegated Function or Duty. However, if the Director of ADEQ determines there is a compelling reason for ADEQ to review and/or approve an application package that involves a delegated Function or Duty, the LA shall provide the application package to ADEQ upon written request by the Director of ADEQ. ADEQ shall forward a copy of the completed file to the LA for any application package reviewed by ADEQ.
5. Functions, and Duties of ADEQ related to the following facilities are NOT delegated:
 - a. Drinking water, wastewater or swimming pool facilities (1) owned by the federal government or the State of Arizona, (2) owned or operated by the LA, or (3) owned or operated by districts subject to the control of the LA.
 - b. Those relating to facilities financed, either wholly or in part, with federal grant funds administered by ADEQ. ADEQ shall provide a list of such facilities to the LA.
 - c. Those related to the implementation of A.A.C. R18-9-A312(G) where the request is beyond the scope of the technologies delegated to the LA.

^[1] Only applies to stand-alone water line replacement and/or extension projects (with related appurtenances – e.g., booster pumps).

6. Although approval of any drinking water facility, wastewater facility or swimming pool facility which is designed by or for the LA, or for a capital improvement project, is NOT delegated to the LA, this exception does not prohibit or otherwise affect later assignment or transfer to the LA of a drinking water facility, wastewater facility or swimming pool facility having a construction completion approval issued by the LA, if the LA issues a construction completion approval before the owner of the private facility dedicates it to the LA. A private facility to be dedicated to the LA after completion of construction may be reviewed by the LA if all approvals and licenses are issued to the owner of the private facility prior to the date of the dedication to the LA. If the LA issues an initial construction authorization and a facility is later assigned or transferred to the LA before the LA issues a construction completion approval, the LA must obtain both new initial construction approval and construction completion approval from ADEQ.
7. ADEQ and LA agree to co-inspect wastewater facilities, where feasible, for training and coordination purposes.
8. For purposes of performing and reporting delegated Functions and Duties outlined in Appendix A, the LA shall use forms provided by the ADEQ. The LA may use other forms for the purposes of performing and reporting delegated Functions and Duties provided that the LA receives prior written approval from the Water Quality Division Director.
9. For the purposes of determining project costs under this agreement, project cost is determined by the sum of the following cost categories:
 - (a) preparation of submittal quality design documents and related application documents for the project proposed for installation,
 - (b) all equipment/components/materials delivered to the construction site,
 - (c) all excavation & backfill,
 - (d) all installation of equipment/components/materials, and
 - (e) all tasks associated with pre-operational testing & startup.
10. Within 60 days of the effective date of this agreement, the LA shall provide ADEQ copies of all existing LA written policies utilized by the LA to perform delegated Functions and Duties. The LA shall also provide ADEQ with copies of any new policies relating to the performance of delegated Functions and Duties within 30 days of the policy becoming final.

C. Personnel Qualifications:

Subject to Subpart D, the Functions and Duties itemized in Subpart A shall be performed by individuals with specified minimum personnel qualifications. Where more than one personnel qualification category is shown in Subpart A, LA personnel performing the itemized functions and duties may qualify under any listed category, subject to the noted limitations.

Duties shall be performed by:

1. A Professional Engineer registered in the State of Arizona (equivalent of ADEQ Environmental Engineer position).
2. An individual who is an Engineer-in-Training candidate (A.A.C. R4-30-222, equivalent to the ADEQ Engineering Aide position), and who is directly supervised by a Professional Engineer registered in the State of Arizona.
3. A Registered Sanitarian with applicable experience or the equivalent of an ADEQ Environmental Program Specialist with applicable experience who is directly supervised by a Professional Engineer registered in the State of Arizona.

4. An individual who is either an Engineer-in-Training candidate (A.A.C. R4-30-222, equivalent to the ADEQ Engineering Aide position) or a Sanitarian-In-Training (A.A.C. R9-16-402); who has successfully completed 3 months training by either a Professional Engineer registered in the State of Arizona or a Registered Sanitarian.

5. A Registered Sanitarian.

D. Standards of Performance:

The LA shall comply with specified standards of performance for the Functions and Duties itemized in Subpart A. The following LA standards of performance apply to this Appendix:

1. General Provisions

1.1 The LA shall process applications to reach a licensing decision for delegated Functions and Duties itemized Subpart A of this Appendix under the framework of A.A.C. R18-1-501 through 524, and within the applicable time frames specified in A.A.C. R18-1-525, Tables 5, and 10 as amended.

Permits	Authority	Overall Timeframe
4.01 General Permit	A.R.S. § 49-245	
300 services or less	A.A.C. R18-9-E301	95
More than 300 services	A.A.C. R18-9-E301	136
4.02 – 4.23 General Permit	A.R.S. § 49-245	
Standard Single 4.02, 4.03, 4.13, and 4.14 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302, A.A.C. R18-9-E303, A.A.C. R18-9-E313, A.A.C. R18-9-E314	73
Standard Combined Two or three Type 4 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302 through R18-9-E322	95
Complex Combined Four or more Type 4 General Permits less than 3,000 gallons per day	A.A.C. R18-9-E302 through R18-9-E322	136
4.23 General Permit	A.A.C. R18-9-E323	136
Subdivision	A.R.S. § 49-104(B)(11)	
Individual Facilities	A.A.C. R18-5-408	67
Community Facilities	A.A.C. R18-5-403	58
Drinking Water ATC	A.R.S. § 49-353	
Standard	A.A.C. R18-5-505	43
Complex	A.A.C. R18-5-505	73
Drinking Water AOC	A.R.S. § 49-353	
Standard	A.A.C. R18-5-507	43
Complex	A.A.C. R18-5-507	73
Swimming Pool Water ATC	A.R.S. § 49-104(B)(12)	
Standard	A.A.C. R18-5-203	42
Complex	A.A.C. R18-5-203	73
Swimming Pool Water AOC	A.R.S. § 49-104(B)(12)	
Standard	A.A.C. R18-5-204	42
Complex	A.A.C. R18-5-204	73

- 1.2 Accurate file records shall be maintained by the LA showing evidence of application processing and the licensing including date, basis and stipulations, if any, for all licenses issued or denied, including those prepared by or under the supervision of a Professional Engineer registered in the State of Arizona.
- 1.3 If the project reviewed by the LA involves disposal or discharge of wastewater to a water of the United States, the LA shall direct the applicant to ADEQ (or the U.S. Environmental Protection Agency) for any necessary permits.
- 1.4 The LA shall incorporate within 60 business days of notification the update for any form, procedure or practice applicable to the delegated program.

2. Drinking Water Systems

- 2.1 Compliance inspections of public drinking water systems shall be performed at least once every three years, except that facilities using surface water supplies shall be inspected annually. Inspections shall cover facility operations and maintenance and compliance with applicable regulatory requirements including, but not limited to, monitoring, reporting, public notification, operator certification, plan approval and conformance with any existing compliance schedules.

E. Reporting Requirements:

The LA shall report program information for Functions and Duties delegated to the LA as listed in Subpart A of this Appendix.

1. General Provisions. The LA shall submit monthly reports described in this Subpart. Reports shall be submitted on forms provided by ADEQ and shall be sent to ADEQ within fifteen (15) calendar days after the end of the reporting period, preferably in electronic format. The LA shall send reports to:

Delegation Program Specialist
Water Quality Division
Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
delegations@azdeq.gov

2. Drinking Water Systems. The LA shall submit the following information:
 - a. Approvals to Construct issued.
 - b. Construction inspections performed.
 - c. Approvals of Construction issued.
 - d. Approvals to Construct and Approvals of Construction issued exceeding maximum licensing time frames.
 - e. Exception reports for Approvals which exceeded the maximum licensing time frame.
 - f. Appeals of LA decisions filed by applicants.
 - g. Compliance inspections performed
 - h. Complaints handled.
 - i. Safe Drinking Water Information System/State (SDWIS/State) inventory update forms.
3. Type 4 General Aquifer Protection Permits (On-site Wastewater Treatment Facilities and Sewage Collection Systems). The LA shall submit the following information:

- a. The numbers for issued Discharge Authorizations and denied Discharge Authorizations for Type 4 General Permits delegated to the LA.
 - b. The number of issued Discharge Authorizations exceeding overall licensing time frames.
 - c. Exception report for each Discharge Authorization which exceeded the overall licensing time frame.
 - d. The number of appeals of LA decisions filed by applicants and the disposition status for each appeal.
 - e. The numbers for alternative features approved pursuant to A.A.C. R18-9-A312(G) for the issued Discharge Authorizations and for the denied Discharge Authorizations reported in item 3.a above.
 - f. The number of completed Notice of Transfer forms received.
4. Subdivisions. The LA shall submit information, as specified by ADEQ, pertinent to Certificates of Approval for Sanitary Facilities for Subdivision issued by the LA.
 5. Public and Semipublic Swimming Pools and Spas. The LA shall submit the following information:
 - a. Approvals to Construct issued.
 - b. Construction inspections performed.
 - c. Approvals of Construction issued.
 - d. Variances approved.
 - e. Appeals of LA decisions filed by applicants.
 - f. Compliance inspections performed
 - g. Complaints handled.
 6. Enforcement Actions. A copy of each administrative, civil, or criminal action initiated under this Appendix.

F. Agency Contact Persons:

The following LA employees are responsible for administering the delegated Functions and Duties pursuant to this Appendix. The LA shall provide ADEQ written notice of any successor.

Name: Gregory Henry, P.E.
 Title: City Engineer
 Address: 310 North Fourth Street
 Kingman, AZ 86401
 (928) 753-8329
ghenry@cityofkingman.gov

The following ADEQ employees are responsible for administering the Functions and Duties pursuant to this Appendix. ADEQ shall provide the LA written notice of any successor.

Approvals of On-Site Wastewater Treatment Facilities, Sewage Collection Systems, and Private Residential Gray Water Drinking Water Systems, Subdivisions, and Swimming Pools

Name: Daniel Czecholinski
 Title: Manager, Drinking Water Section

Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007
(602) 771-4617
dc5@azdeq.gov

Compliance and Enforcement

Name: Mindi Cross
Title: Manager, Water Quality Compliance Section
Address: Arizona Department of Environmental Quality
1110 West Washington Street
Phoenix, AZ 85007

The naming of a successor to any of the above individuals shall not require the re-execution of or an amendment to this Agreement.

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Kathy McCoy, Kingman Magistrate Court

MEETING DATE: March 3, 2015

AGENDA SUBJECT: Expenditure from Local Court Enhancement Fund

SUMMARY: The Court needs to replace 2 security cameras, 1 printer and a Video conferencing unit. These items are beyond repair. Additionally we would be purchasing 1 IPAD for remote video interpreting. This will enable us to provide better access to Court services for our non-English proficient and hearing impaired customers. The total costs for all purchases will be approximately \$8,000.00.

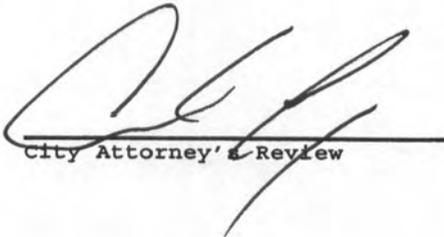
ATTACHMENT: Quotes for all items.

FISCAL IMPACT: The items will be purchased using local Court Enhancement Funds and will not impact the current fiscal year budget.

STAFF

RECOMMENDATION: Recommend the Council appropriate the purchase from Local Court Enhancement Funds.

Signature of Dept. Head



City Attorney's Review



City Manager's Review

AGENDA ITEM: 4d

Sec. 2-77 Administrative fee schedule; court enhancement fund; jail cost recovery.**(a) Warrant and suspension fees.**

(1) *Warrant fee.* The municipal court may collect a warrant fee of one hundred and twenty dollars (\$120.00) for each warrant the court is required to issue as the result of a failure to appear, which includes any failure to appear at a scheduled, or otherwise required court appearance. This fee applies to all forms and types of warrants and shall be added to the amount set forth in the arrest warrant.

(2) *Suspension fee.* The municipal court may collect a suspension fee of sixty dollars (\$60.00) for each suspension of an Arizona driver's license or privilege to drive in the State of Arizona which the court is required to issue as the result of a failure to pay civil sanction, or a default judgment in a civil traffic matter.

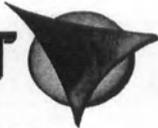
(3) *Deposit into general fund.* All warrant and suspension fees collected under this section shall be received by the municipal court in a manner consistent with the Arizona Supreme Court accounting standards and deposited with the city finance director on a daily basis for deposit into the city general fund.

(b) Court enhancement fee.

(1) *Court enhancement fee.* The municipal court may collect a court enhancement fee of ten dollars (\$10.00) which shall be assessed in addition to any fine, sanction, or penalty imposed by the court. The court enhancement fee shall be collected after the statutory priorities of restitution and time payment fees if applicable. The court enhancement fee shall be received by the court in a manner consistent with the Arizona Supreme Court accounting standards and deposited with the treasurer on a monthly basis for deposit into the court enhancement fund.

(2) *Court enhancement fund.* The court enhancement fund shall be established as a fund account so designated by the city's finance director for the purpose of receiving the court enhancement fee. Interest earned on fund monies shall be deposited into the fund. The court enhancement fund shall be used at the sole discretion of the city magistrate to the limit of available account balance, as appropriated by the city council. The city magistrate may use court enhancement funds in conjunction with any other court or courts in any common projects, programs, or uses which may benefit the municipal court's

NORTHWEST SECURITY INC.



2845 Airway Avenue, Suite B
Kingman, AZ 86409

Main Number: (928) 681-3111
Billing Questions: (928) 681-3113
www.nwsecurityaz.com

Invoice

Bill To
Kingman Municipal Court C/O Ruthie 219 N Fourth St Kingman, AZ 86401

Date	Invoice #
2/19/2015	59424

Terms	Due Date	Job Location / PO#
Net 15	3/6/2015	Kingman Municipal Court

Description	Qty	Rate	Amount
Outdoor Vandal Dome	2	180.70	361.40T
Labor (2 Technicians)	2	130.00	260.00T
Kingman Sales Tax		2.50%	6.50
Pay your bills online at: https://www.intuitbillpay.com/northwestsecurityinc1			

IMPORTANT! ALARM CUSTOMERS ONLY!

It is the customer's responsibility to contact Northwest Security immediately when there is any change in phone/internet providers. These changes will affect your alarm. Without notification, Northwest Security will not be held liable.

** A 10% late fee will be charged to all accounts over due by 45 days.**

Subtotal \$627.90

Did you change your phone number or cell phone number?
If so, please let us know.

Mohave Sales Tax (5.85%) \$36.35

Name: _____

Total \$664.25

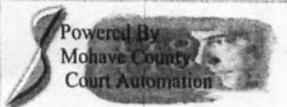
Phone: _____ Cell Phone: _____

Payments/Credits \$0.00

Go Paperless: YES NO

Email address: _____

Balance Due \$664.25



QUOTE

Mohave County Superior Court Automation Department

DATE: FEBRUARY 5, 2015

401 Spring Street, Kingman AZ 86401
928-753-0790. Ext 4330
Krimel@courts.gov.az

TO Kingman Municipal Court - Remote Interpreter Equipment

Quote to provide one iPad Air and stand for
remote interpreter services.
Request #43497

QTY	ITEM #	DESCRIPTION	UNIT PRICE	MONTHLY REOCCURING COST	LINE TOTAL
1	1	IPad AIR			438.59
1	1	TAX -			25.66
1	1	Shipping			0.00
1	2	Tablet Stand			79.99
1	2	Amazon - TAX on Order			0.00
1	2	Shipping			9.58
TOTAL DISCOUNT					
				SUBTOTAL	553.82
				SALES TAX	-
				TOTAL	553.82

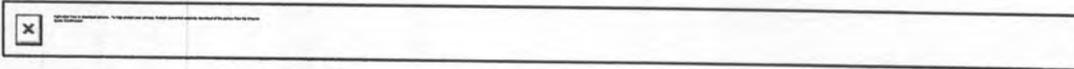
Quotation prepared by: Kyle Rimel, Automation Systems Manager.

THANK YOU

Rimel, Kyle

From: CDW [cdwsales@cdwemail.com]
Sent: Thursday, February 05, 2015 12:18 PM
To: Rimel, Kyle
Subject: CDW-G Quote Confirmation: Quote #1BJ8JNK/P.O. Ref. Kingman Muni IPAD

[View in a browser](#)



DEAR KYLE RIMEL,

Thank you for your online quote request. Please contact Derrick Graff should you have any questions regarding configuration, pricing or contract verification.



ACCOUNT MANAGER NOTES: Kingman Muni IPAD Quote - Remote Interpreter Services.

REQUESTED	QUOTE #	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
2/5/2015	1BJ8JNK	Kingman Muni IPAD	6873986	\$464.25

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple iPad Air Wi-Fi - tablet - 32 GB - 9.7" Mfg. Part#: MD786LL/A UNSPSC: 43211509	1	3165292	\$438.59	\$438.59

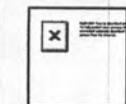
DELIVER TO

Shipping Address:
Mohave County - Courts
Kyle Rimel
401 Spring Street
Kingman, AZ 86401

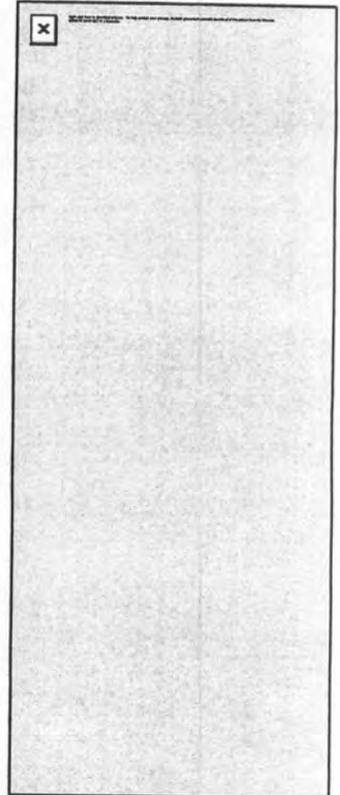
Shipping Method: FedEx Ground

SUBTOTAL	\$438.59
SHIPPING	\$0.00
SALES TAX	\$25.66
GRAND TOTAL	\$464.25

Need Assistance? CDW•G SALES CONTACT INFORMATION



Derrick Graff | (847) 371-5525 | derrgra@cdwg.com



Help and Information: [Support](#) | [About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This email was sent to krimel@courts.az.gov.
Please add cdwsales@cdwemail.com to your address book.

Review your order

By placing your order, you agree to Amazon.com's privacy notice and conditions of use.

Shipping address [Change](#)

Kyle Rimel
401 E SPRING ST
KINGMAN, AZ 86401-5800
United States
Phone: 928-753-0790

Payment method [Change](#)

 ending in 5269

Billing address [Change](#)

Court Automation
P.O. Box 7000
Kingman, AZ 86402
United States

Gift cards & promotional codes

[Apply](#)[Place your order](#)

Order Summary

Items:	\$79.99
Shipping & handling:	\$9.58
Total before tax:	\$89.57
Estimated tax to be collected:	\$0.00

Order total: \$89.57[How are shipping costs calculated?](#)**FREE** Two-Day Shipping

FREE Two-Day Shipping on this Order: Kyle Rimel, you can save \$9.58 on this order by selecting "FREE Two-Day Shipping with a free trial of Amazon Prime" below.
» [Sign up for a free trial](#)

Estimated delivery: Feb. 11, 2015



TabletTail: Spider Monkey
\$79.99
Amazon Prime eligible [Join now](#)
Quantity: 1 [Change](#)
Sold by: Octa
[Add gift options](#)

Choose a delivery option:

- FREE Two-Day Shipping with a free trial of [amazonPrime](#) — get it Monday, Feb. 9
- FREE Shipping — get it Feb. 11 - 14
- Standard Shipping — get it Wednesday, Feb. 11
- Two-Day Shipping — get it Monday, Feb. 9
- One-Day Shipping — get it tomorrow, Feb. 6

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For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Colorado, Oklahoma, South Dakota and Vermont Purchasers: [Important information regarding sales tax you may owe in your State](#)Within 30 days of delivery, you may return new, unopened merchandise in its original condition. Exceptions and restrictions apply. [See Amazon.com's Return Policy](#)[Go to the Amazon.com homepage](#) without completing your order.

Teigen, Ruthie

From: Rimel, Kyle
Sent: Tuesday, February 17, 2015 11:52 AM
To: Teigen, Ruthie
Cc: Pan, Jim
Subject: FW: CDW-G Order Confirmation: Order #1BJCG3R

Ruthie your printer has been ordered.

From: CDW [mailto:cdwsales@cdwemail.com]
Sent: Tuesday, February 17, 2015 11:40 AM
To: Rimel, Kyle
Subject: CDW-G Order Confirmation: Order #1BJCG3R

[View in a browser](#)

ORDER CONFIRMATION



DEAR KYLE RIMEL,

Thank you for choosing CDW•G. We have received your online order. Please take a moment to review it for accuracy and completeness.



CUSTOMER NOTES: Printer for Kingman Muni

ORDER #	PO #	CUSTOMER #
1BJCG3R		6873986

ORDER DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
 HP LaserJet P2035 Mfg. Part#: CE461A#ABA UNSPSC: 43212105	1	1598763	\$236.55	\$236.55
PURCHASER BILLING INFO			SUBTOTAL	\$236.55
Billing Address: Mohave County Po Box 7000 Kingman, AZ 86402-7000			SHIPPING	\$0.00
			SALES TAX	\$13.84
			GRAND TOTAL	\$250.39
DELIVER TO				
Shipping Address: Mohave County - Courts Kyle Rimel 401 Spring Street Kingman, AZ 86401				
Shipping Method: FedEx Ground				



THE
COMPLETE
**CUSTOM
CLOUD
SOLUTION**

GO



QUOTE

Mohave County Superior Court Automation Department

DATE: FEBRUARY 19, 2015

401 Spring Street, Kingman AZ 86401
928-753-0790. Ext 4330
Krimel@courts.gov.az

TO Kingman Municipal Court - FY 16 projected purchases

Quote to provide a new Polycom Video system to replace an old system that is out of warranty.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	MONTHLY REOCCURRING COST	LINE TOTAL	
1	1	Group 500 Polycom Video Conferencing Kit			5,658.51	
1	1	StarTech S-video to VGA Converter			131.90	
1	1	StarTech HDMI to VGA Converter			41.65	
TOTAL DISCOUNT						
					SUBTOTAL	5,832.06
					SALES TAX	341.18
					TOTAL	6,173.24

Quotation prepared by: Kyle Rimel, Automation Systems Manager. _____

THANK YOU

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: March 3, 2015

AGENDA SUBJECT: Consideration of Agreement with Freiday Construction, Inc. for Construction Manager at Risk services related to the installation of the Rattlesnake Tank Booster Pumps and 16" Rancho Santa Fe Parkway Transmission Main (ENG12-010)

SUMMARY: On December 16, 2014 Council approved a design phase CMAR contract with Freiday Construction for the Rattlesnake Tank Booster Pumps and 16" Rancho Santa Fe Parkway Transmission Main project. Staff has been working with the contractor to finalize the design for this project. In order to expedite the start of construction, staff is recommending that the project be broken into separate construction phases. The Phase 1 construction plans are now complete.

Staff has requested a Guaranteed Maximum Price (GMP) for Phase 1 of this project from Freiday Construction. The Phase 1 work includes the installation of a 16" transmission main from the Rancho Santa Fe Tank to Louise Avenue. The negotiated GMP for Phase 1 is \$521,104.85. Work for Phase 1 will be complete within 90 days of a notice to proceed. It is expected that the Phase 2 GMP for this project will be forthcoming in the next 30 to 45 days. It is anticipated that future construction phases will be incorporated into the subject agreement by contract amendments.

Staff recommends that the agreement with Freiday Construction, Inc. be approved.

ATTACHMENTS: Agreement including the Phase 1 GMP from Freiday Construction, Inc.

FISCAL IMPACT: The guaranteed maximum price of \$521,104.85 will be paid out of the Water Project Fund. The total Budget for all phases of this work is \$2.7 million.

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: 4e



CITY OF KINGMAN, ARIZONA

**RATTLESNAKE TANK BOOSTER PUMPS &
16" RANCHO SANTA FE TRANSMISSION MAIN**

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

PROJECT NO. ENG12-010

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**CITY OF KINGMAN
RATTLESNAKE TANK BOOSTER PUMPS &
16" RANCHO SANTA FE TRANSMISSION MAIN
CONSTRUCTION MANAGER AT RISK – CONSTRUCTION SERVICES
PROJECT NO. ENG12-010**

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

RECITALS

- A. The City engages the CMAR to perform Construction Services for the project known and described as the City of Kingman Rattlesnake Tank Booster Pumps & 16" Rancho Santa Fe Transmission Main, Project No. ENG12-010, herein referred to as the "Project".
- B. The City has undertaken the design of said Project and may contract with consultants for additional design or inspections. Said consultants shall herein after be referred to as the "Design Professional".
- C. The CMAR has represented to the City the ability to provide construction management services and based on this representation the City engages the CMAR to provide these services for the Project.

AGREEMENT

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

ARTICLE 1 - DEFINITIONS

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

"Allowance" Unless otherwise provided in the Contract Documents, allowances shall cover the cost to the contractor for materials, equipment, Contractor's costs for unloading and handling at the site, labor, installation costs, and other expenses contemplated for stated allowance. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. Supporting information shall be provided to support cost adjustments, including but not limited to payroll information, invoices (including invoices for rented equipment), and operation time for contractor-owned equipment. Cost for equipment owned by CMAR will be paid at a rate shown for such equipment in the GMP. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances. The Change Order will allow for adjustments for bonds, insurance, and taxes.

"Change Order" A written order issued by the City to the CMAR to make changes in the Work or to perform extra work, and setting forth conditions for payment and/or adjustment in time of completion.

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

"CMAR" The firm selected by the City to provide design and construction services as detailed in this Agreement.

“Contingency, CMAR (Contractor’s)” A fund to cover cost growth during the project used at the general discretion of the CMAR, with approval by the City, usually for costs that result from project circumstances. The amount of the CMAR’s Contingency shall be negotiated as a separate line item in each GMP package. Use of the CMAR’s Contingency is described in Section 5.1.2.3.

“Contingency, OWNER (City’s)” A fund to cover City initiated changes during the project used at the sole discretion of the City. The amount of the City Contingency shall be provided to the CMAR during the GMP negotiations.

“Contract Amendment” See the definition for Change Order.

“Contract Documents” The following items and documents executed by the City and the CMAR: (i) all written Change Orders ; (ii) this Agreement, including all exhibits and attachments and (iii) GMP Plans and Specifications.

“Contract Price” The amount or amounts set forth in Article 5 and as modified by Change Order.

“Construction Fee” The CMAR’s administrative costs, office overhead, and profit, at the CMAR’s on-site or office and/or office(s) maintained for exclusive use on the Project. This includes administrative costs and any limitations or exclusions that may be included in the General Conditions.

“Contract Time” The Days as set forth in Article 4 for the period of time, including authorized adjustments, allotted in the Contract Documents for Final Acceptance of the Work.

“Cost of the Work” The direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities required to construct the Work, permit and license fees, materials testing, and related items. The Cost of the Work shall not include the CMAR’s Construction Fee, General Conditions Costs, CMAR’s Contingency and taxes.

“Critical Path” The sequence of activities which control the overall duration of the project from the start of the Work to the Final Acceptance of the Project. Any delay in the completion of these activities will extend the Contract Time

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

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

“Differing Site Conditions” Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or field investigation reports furnished to the CMAR by the City, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the project site.

“Final Acceptance” The completion of the Work including punch list, as prescribed in Section 4.1.

“Float” The number of Days by which an activity can be delayed without lengthening the Critical Path and extend the Contract Time.

“General Conditions Costs” Includes but is not limited to the following types of costs for the CMAR during the construction phase: (i) payroll costs for project manager or CMAR for work conducted at the site, (ii) payroll costs for the superintendent. (iii) payroll costs for other management personnel resident and working at the site, (iv) costs of temporary offices and construction facilities specifically for the Project, including office materials, office supplies, office equipment and minor expenses, (v) cost of utilities, fuel, sanitary facilities and telephone services at the site, (vi) costs of liability insurance premiums not included

in labor burdens for direct labor costs, (vii) costs of bond premiums, or contractors default insurance premiums.

“Guaranteed Maximum Price” or “GMP” The sum of the maximum Cost of the Work; the CMAR’s Construction Fee; General Conditions Costs, taxes, bonds, insurance costs and Contingencies.

“GMP Plans and Specifications” The plans and specifications provided in the Design Phase Services upon which the Guaranteed Maximum Price Proposal is based.

“Legal Requirements” All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site and relating to the performance of the Work.

“Notice to Proceed” or “NTP” A directive issued by the City, authorizing the CMAR to start the Work.

“Payment Request” The City form used by the CMAR to request progress payments for Work in accordance with Article 7.

“Product Data” Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

“Project Record Documents” The documents created pursuant to Section 2.7.

“Samples” Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

“Shop Drawings” Drawings or reproductions of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcement steel, installed equipment and installation of systems, or any other supplementary plans or similar data, which the CMAR is required to submit for approval.

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

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

“Subcontractor” Those having direct contracts with the CMAR and those who furnish material worked into a special design according to the plans and specifications for the Work, but not those who merely furnish material not so worked.

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

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

ARTICLE 2 - CMAR's SERVICES AND RESPONSIBILITIES

2.0 Standard Specifications and Details

The City operates under the latest revision of the 1998 edition of the Uniform Standard Specifications for Public Works Construction, published by the Maricopa Association of Governments (MAG) as adopted and amended by the City and is herewith incorporated by reference and made a part hereof. The adopted MAG Standard Specifications and City amendment to the Standard Specifications may be downloaded from the City's web site at: www.cityofkingman.gov

The City also operates under the latest revision of the 1998 edition of the Uniform Standard Details as published by the Maricopa Association of Governments as adopted and amended by the City. The adopted MAG Standard Details and City amendment to the Standard Details may be obtained on the City's web site referenced above.

Where reference is made on the project drawings and specifications to MAG details, they shall be to the City of Kingman amended specifications and details, or where the City of Kingman has not adopted an amended specification, to the latest revision to the 1998 edition of the Uniform Standard Specifications for Public Works Construction and Uniform Standard Details.

2.1 General Services

2.1.1 CMAR's Representative shall be available to City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of the CMAR. CMAR's Representative may be replaced only with the written consent of the City.

2.2 Government Approvals and Permits

2.2.1 The CMAR shall obtain all necessary permits for the Work, except these listed below, and pay all applicable fees. The CMAR is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

2.2.2 City shall be responsible for obtaining all required permits from the Arizona Department of Environmental Quality (ADEQ).

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City will schedule a Pre-construction conference.

2.3.2 The purpose of this conference is to establish a working relationship between the CMAR, utility firms, and various City departments. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed shall be issued in accordance with MAG Section 108.

2.3.4 The CMAR shall provide a schedule of values based on the categories used in the buy out of the Work. The schedule of values shall not be greater than the approved GMP and shall identify the CMAR's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.3.5 Minimum attendance by the CMAR shall be the CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate contractor, CMAR shall provide through itself or Subcontractors the necessary supervision,

labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR or the CMAR's Superintendent shall be present at the Site at all times that work under this contract is taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance of this section, the City may require the CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer, and to so demonstrate if requested.

2.4.5 Before ordering materials or doing work, the CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for the City's resolution before proceeding with the work.

2.4.6 The CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

2.4.7 The City will establish all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. The CMAR shall preserve and protect the construction survey stakes and marks for the duration of their usefulness. If construction survey stakes are lost or disturbed and need to be replaced, the cost for such replacement will be deducted from CMAR's most recent pay request.

2.4.8 CMAR shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.9 CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under City's control, CMAR agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.10 Where the respective sections of the specifications contain detailed requirements for materials testing and inspections to be performed by an approved testing laboratory. All costs incurred for testing laboratory services will be paid by the City at no cost to the CMAR. However, should retesting be required due to CMAR's failure to comply with the plans and specifications, the CMAR shall pay all costs for retesting.

2.5 Control of the Work Site

2.5.1 The Contract Documents indicate the lands upon which the Work is to be performed and those rights-of-way and access easements furnished by City. Easements for permanent structures or for permanent changes in existing facilities will be obtained by City, unless otherwise stated.

2.5.2 CMAR shall obtain, at no increase in Contract Price or Contract Time, any additional lands, rights-of-way and easements that CMAR, in its sole discretion, requires for temporary facilities, ingress and egress, storage, disposal of spoil or waste material or any other purpose. CMAR shall obtain (a) all required permits from the U.S. Government, the State, railroad, and any Political Subdivision or public utility with jurisdiction, and (b) permission by written agreement if private property. CMAR shall submit copies of all permits and written agreements to City, and shall be responsible for insurance and security at any temporary facilities, on or off-site, that the CMAR requires to complete the Project.

2.5.3 City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CMAR. Upon reasonable written request, City shall furnish CMAR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and City's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. City shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CMAR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by City, unless otherwise provided in the Contract Documents. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

2.5.4 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.5.5 CMAR shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City.

2.5.6 CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in any occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel.

2.5.7 Only materials and equipment used directly in the Work shall be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.

2.6 Quality Control, Testing and Inspection

2.6.1 All materials used in the Work shall be new and unused, unless otherwise noted or specifically approved by the City, and shall meet all quality requirements of the Contract Documents.

2.6.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.6.3 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified in the Project Drawings and Specifications, samples and tests shall be made in accordance with the following: Project Specifications, MAG 700 Series and the standard methods of AASHTO or ASTM as referenced in the MAG 700 Series, or as determined by the City.

2.6.4 The CMAR will select a pre-qualified City or Independent Testing Laboratory and will pay for Quality Control testing. City will provide Quality Assurance (QA) testing at its own expense where and as it deems necessary. Copies of all Quality Control test reports shall be provided to the City contemporaneously with their presentation to the CMAR or subcontractor to the CMAR. Quality Control testing schedule will be provided in the Project Specifications for earthwork, concrete, special coatings, and other work as determined by the City and the Design Professional.

2.6.4.1 When the first and subsequent tests (including Quality Assurance testing) indicate noncompliance with the Contract Documents, the cost to correct that noncompliance and any further testing demonstrating compliance after correction shall be paid for by the CMAR.

2.6.4.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.6.5 The CMAR will cooperate with the Owner's selected QA testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.6.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.6.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of the CMAR to coordinate and to comply, unless otherwise provided in the Contract Documents.

2.6.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of the CMAR and paid by the CMAR.

2.7 Project Record Documents

2.7.1 During the construction period, the CMAR shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.7.1.1 The CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.7.1.2 The CMAR shall mark completely and accurately Project Record Drawing sets of Construction Documents.

2.7.1.3 The CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.7.1.4 The CMAR shall note request for information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents; however actual changes including dimensions, materials, arrangement and any other information needed to accurately depict the change shall be included on the drawings. If necessary, additional drawing sheets shall be provided for this purpose.

2.7.1.5 The CMAR shall submit Project Record Drawing sets and Shop Drawings to the City or its representative for review and comment.

2.7.2 Upon receipt of the reviewed Project Record Drawings from the City, the CMAR shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to the City prior to Final Acceptance and as a condition of Final Acceptance. Final approved Project Record Drawings shall be provided to the City in hard copy (full-size drawings) and electronic form.

2.7.3 The City Representative will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

2.8 Project Safety

2.8.1 These Construction Documents, and construction covered by this agreement are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

- a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.
- b. Part 1910 and Part 1926 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- c. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

2.8.2 The CMAR is responsible for safety of the job site for employees of CMAR as well as for members of the general public and others who may drive or walk through or be in the job site.

2.8.3 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.8.4 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.8.5 The CMAR shall provide a "competent person" as required by O.S.H.A. regulations. The "competent person" shall be identified at the preconstruction conference with the City advised in writing of any changes.

2.8.6 The "competent person" shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.8.7 CMAR and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirement.

2.8.8 CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.9 CMAR's responsibility for safety under this Section is not intended in any way to relieve

Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.8.10 Nothing in this agreement shall relieve the CMAR of his responsibility to maintain traffic, structures, etc., as noted on the plans, specifications, and Special Provisions. The CMAR is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the plans, specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by the CMAR's excavation, shoring, bracing, or underpinning shall be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support shall be included in the appropriate items listed in the GMP, and no additional payment shall be made for this work

2.9 Warranty

2.9.1 CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents or approved by the City, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.9.2 The date of Final Acceptance and the beginning of the Warranty period shall be the date upon which the City indicates final completion and acceptance of the work. The date will represent the completion date for each phase of the project irrespective of early completion by some subcontractors of their work. Final Acceptance will not be issued until all items of work of each phase, including punch list items, have been completed. The CMAR shall furnish extended warranties for facilities placed in service before Final Acceptance and that expire no earlier than one year beyond Final Acceptance except as otherwise required in the specifications.

2.9.3 CMAR's warranty obligation shall be in accordance with MAG Specifications.

2.9.4 Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this section or the Contract Documents. CMAR will provide City with all manufacturers' warranties prior to Final Acceptance.

2.10 Correction of Defective Work

2.10.1 CMAR agrees to correct any Work that is not in conformance with the Contract Documents, including that part of the Work subject to Section 2.9, within a period of one year from the date of Final Acceptance of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.10.2 CMAR shall, take immediate steps to commence correction of nonconforming Work subject to Section 2.9 above, within fourteen calendar days of receipt of written notice from City in accordance with MAG Specifications. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by the City to be an emergency, the City shall notify the CMAR, via the most expeditious means regarding the nature and condition of the defects. In turn, the CMAR shall immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with MAG Specifications.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to CMAR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that the City may have regarding CMAR's other obligations under the Contract Documents.

ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES

3.0 City's Representative and Inspector

3.0.1 City's Representative is responsible for providing City-supplied information and approvals in a timely manner to assist CMAR to fulfill its obligations under the Contract Documents.

3.0.2 City's Representative will also provide CMAR with prompt notice if it observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.0.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a regulatory agency or with an inspector from a City-contracted independent laboratory pursuant to Division 2.6.4. The City will provide Special and Electrical Inspection, and may provide other inspection personnel as the City deems appropriate.

3.0.3.1 The inspector is authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.0.3.2 The inspector is not authorized to issue instructions contrary to the Construction Documents or to act as foremen for the CMAR.

3.0.3.3 The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.0.3.4 The furnishing of an inspector by the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for the CMAR's failure to perform the work in accordance with Contract Documents.

3.1 Design Professional Services

3.1.1 The City may contract separately with one or more Design Professionals to provide construction administration of the project. The Design Professional's contract scope as well as other firms hired by the City shall be furnished to the CMAR. The CMAR shall not have the right to limit or restrict or reject any contract modifications that are mutually acceptable to the City and Design Professional.

3.2 City's Separate Contractors

3.2.1 City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.3 Permit Review and Inspections

3.3.1 If requested by the CMAR, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.3.2 The regulating agencies of the City such as Engineering Services, Developmental Services, Fire and Planning Departments, enforce Legal Requirements. The enforcement activities of the City are independent and separate from this Agreement.

ARTICLE 4 - CONTRACT TIME

4.0 Contract Time

4.0.1 Contract Time shall start with the Notice to Proceed (NTP) and end with the last phase Final Acceptance.

4.0.2 Contract Time shall be for the completion of all Work. Contract time for the construction shall be as follows:

Phase 1 of the Project shall be completed within 90 days of the NTP.

The remaining phases and booster station shall be completed as agreed upon in a future amendment to this agreement.

4.0.3 CMAR agrees that it will commence performance of the Work and achieve the Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.1 Final Acceptance

4.1.1 Upon receipt of written notice that the Work or identified phases of the Work is ready for final inspection and acceptance, City and CMAR will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued until all items of work on each phase, including punch list items, have been completed to the City's satisfaction. The City understands for the purpose of assessing liquidated damages that Final Acceptance and Completion punch list will allow for warranty work (ongoing for 1 year) and miscellaneous minor punch list, as approved by the City.

4.2 Liquidated Damages

4.2.1 For this project, time is of the essence. Therefore, there will be liquidated damage assessment made for each calendar day, on each phase, the project is not completed after the specified completion date. For each and every calendar day that work of any phase shall remain incomplete after the time specified for the completion of the work in the GMP, or as adjusted by the City, the sum per calendar day shown in Table 108-1 of the MAG Specifications, shall be deducted from monies due to the CMAR, not as a forfeit or penalty, but as liquidated damages and added expenses including administrative, inspectors' cost and loss of facility revenue. This sum is fixed and agreed upon between the parties, because the actual loss to the City caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

4.2.2 Final Acceptance means the completion of all items of work, including punch list items subject to Section 4.1.1.

4.2.3 Permitting the CMAR to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, does not operate as a waiver by the City of any rights under this contract.

4.2.4 The CMAR acknowledges and agrees to the amount of liquidated damages, specified in Section 4.2.1.

4.3 Project Schedule

4.3.1 The Project Schedule approved as part of a GMP shall be updated and maintained throughout the contract period.

4.3.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents.

4.3.3 An updated Project Schedule shall be submitted monthly to the City as part of the Payment Request. The monthly submittal shall include updated resource loading and one full size plot of the entire schedule and one computer disk containing the schedule in a format acceptable to the City.

4.3.4 CMAR shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work as presented in the GMP and within the Contract Time.

4.3.5 With each Project Schedule submittal, the CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFIs), as appropriate.
- Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impacts and their delay on other activities, milestones, and their impact date of Final Completion.
 - Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Time Extension requests
 - Other items
- Final Completion date status:
 - If ahead of schedule, the number of calendar days ahead.
 - If behind schedule, the number of calendar days behind.
- Other project or scheduling concerns.

4.3.6 City's review of and response to the Project Schedule serves to ensure for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.3.7 The Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

4.3.8 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.3.9 The CPM diagram schedule shall indicate all relationships between activities.

4.3.10 The activities making up the schedule shall contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Individual activities shall not exceed 30 days in length.

4.3.11 The CPM diagram schedule shall be based upon activities, which coincide with the schedule of values.

4.3.12 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

4.3.13 The project schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture and construction by other contractors when those activities are interrelated with the CMAR activities.

4.3.14 The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.3.15 Float time shall be as prescribed below;

4.3.15.1 The total Float time within the overall schedule, is not for the exclusive use of either the City or the CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

4.3.15.2 The CMAR shall not sequester shared Float time through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Final Acceptance date.

4.3.15.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract Time is also exceeded.

ARTICLE 5 - CONTRACT PRICE

5.0 General

5.0.1 The CMAR agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved Guaranteed Maximum Price.

5.1 Contract Price

5.1.1 The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as Exhibit A an amount of \$521,104.85.

5.1.2 Guaranteed Maximum Price is composed of the not-to-exceed lump sum amounts defined in Exhibit A. The CMAR is at risk to cover any additional Project costs.

5.1.2.1 The Cost of the Work is lump sum. The Guaranteed Maximum Price shall be based on the GMP Plans and Specifications. The GMP Plans and Specifications shall consist of the documents and agreed-upon design clarifications listed in exhibits to the Approved GMP Proposal. The CMAR Contingency shall be broken down into separate amounts for each phase. When the CMAR receives final, permitted plans and specifications for all phases and final bids from suppliers and subcontractor, the CMAR shall reconcile his Cost of Work for all phases with the GMP. Should the Cost of Work based on the final, permitted plans and Specifications for all phases exceed the Cost of Work in the GMP for all phases combined, the CMAR shall utilize it's CMAR Contingency to fund any overage. Should the Cost of Work based on the final, permitted plans and Specifications for all phases combined, be less than the Cost of Work in the GMP for all phases, the CMAR shall provide a deductive Change Order to the Contract for this amount.

5.1.2.2 The General Conditions Costs and the Construction Fee are firm fixed lump sums.

5.1.2.3 CMAR's Contingency is a fund to cover cost growth during the project used at the general discretion of the CMAR, with City approval, usually from costs that result from project circumstances.

5.1.2.3.1 At the time that CMAR's Contingency is used by the CMAR, the appropriate markups for overhead and profit will be applied.

5.1.2.3.2 When the CMAR utilize CMAR's Contingency funds, the CMAR shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CMAR shall deduct the amount of CMAR's Contingency funds used from the CMAR's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CMAR's Contingency funds are used for a new line item that was not given with the original schedule of values, a revised schedule of values shall be submitted to document this.

5.1.2.4 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a firm fixed lump sum.

5.1.3 Owner's Contingency funds to be used at the sole discretion of the City. Owner's Contingency will be added to the Contract Price to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. At the time that Owner's Contingency is used, the appropriate markups per Article 6 will be applied.

5.1.4 The GMP is subject to adjustments made in accordance with Article 6 and by Change Orders to this Agreement.

5.1.4.1 GMP Change Orders are cumulative except for contingency.

5.1.4.2 If the GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Section 6.6.

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME

6.0 Delays to the Work

6.0.1 The Contract Times may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times shall be based on written notice delivered by the party making the claim to the other party and to City promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 6.0.1.

6.0.2 All time limits stated in the Contract Documents are of the essence of this Agreement.

6.0.3 An extension in Contract Time will not be justified unless CMAR, through analysis of the Record Schedule, demonstrates delay in completing all or a specified part of the Work arising from unforeseeable causes beyond the control and without the fault or negligence of CMAR, and the delay is unreasonable under the circumstances. Examples of events which may justify an extension of Contract Time, subject to the requirements of the Contract Documents, include: acts of God, the public enemy, or City in its sovereign capacity; acts of the U.S. Government, the State or another Political Subdivision; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes, unusual weather, including storms, tornados, etc. (unusual in the sense of expectation, frequency or severity compared with the prior 5-year

average; but ambient air temperature up to 125°F shall not be considered unusual); unusually severe shortages of construction materials, considering all feasible sources of supply; newly discovered Underground Utilities; objection, for City's convenience, to a nominated Subcontractor; an emergency; suspension of Work resulting from discovery of archaeological features; changes in the Work, differing site conditions or variation in quantities of Unit Price Work. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CMAR.

6.0.4 If CMAR is prevented from completing any part of the Work within the Contract Times for unforeseeable causes beyond the control of both City and CMAR, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be CMAR's sole and exclusive remedy for the delay. In no event shall City be liable to CMAR, any Subcontractor, any Manufacturer, any Supplier, any person, any firm, any corporation, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (a) delays caused by or within the control of CMAR, or (b) delays beyond the control of both parties as specified in paragraph 6.0.3.

6.1 Differing Site Conditions

6.1.1 Differing Site Conditions shall be addressed in accordance with MAG Standard Specification Section 104.2.

6.2 Errors, Discrepancies, and Omissions

6.2.1 If the CMAR observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and request clarification.

6.2.2 If the CMAR proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the CMAR prior to clarification by the City shall be at the CMAR's risk.

6.3 City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2 Such alterations and changes shall be addressed in accordance with MAG Standard Specifications Section 104.2.

6.4 Change Orders

6.4.1 City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.4.2 All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.5 Minor Changes in the Work

6.5.1 The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. The CMAR shall carry out such written orders promptly.

6.5.2 Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times. (Minor changes for this purpose of this section shall be defined as changes under \$500.00).

6.6 Extra Work

6.6.1 The CMAR shall perform such extra work and charge the Owner at actual cost of labor and materials. The CMAR shall have the right to add not more than 5% to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage shall include all of the CMAR's charges for overhead, profit, administration and supervision. A 15% mark-up for overhead, profit, administration and supervision may be added to the CMAR's cost of labor and materials for extra work authorized to be done by his own forces. The Subcontractor's maximum allowable additions for overhead, profit, administration and supervision shall not exceed 15% of cost of labor and materials. The CMAR and Subcontractors will not be allowed any additional compensation beyond the allowable markups for overhead, profit, administration and supervision as noted above.

6.6.2 For work omitted from Contract: If Contract Agreement has been previously increased by Change Order for additional work, then overhead and profit will be deducted for omitted work; if revised Contract Price will be less than original Contract amount, then overhead expenses and profit will not be deducted as part of the deductive Change Order for work omitted.

6.6.3 Where extra work involves both added and omitted work, the overhead, profit, administration and supervision figures specified above shall be added only to the increased amount over the original Contract Price.

6.7 Contract Modifications

6.7.1 Any agreement which modifies the terms of the contract (including Change Orders) shall be approved in writing by the City. Once properly executed by both parties, these modifications to the contract shall have the same effect as if they had been included in the original contract. Signature by the contracting parties shall constitute full accord and satisfaction between the City and the CMAR for all costs, damages, and expenses of whatever kind or nature, including delay, impact or acceleration damages, which may be occasioned by the modification.

6.8 Emergencies

6.8.1 In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Division shall be determined as provided in this Article.

ARTICLE 7 - PROCEDURE FOR PAYMENT

7.0 Payment Procedure

7.0.1 Payment for the specific work under this Agreement will be made in accordance MAG Standard Specification Section 109 as amended by the City of Kingman.

7.1 Record Keeping and Finance Control

7.1.1 As it relates to Contract "Allowances" or cost based change orders, records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate agency, reserve the right to audit the CMAR's records, as it relates to Allowances or cost based change orders, in compliance with local, state or federal policies, statutes or at the City's discretion, within (3) years of Final Acceptance of the Work.

7.1.2 The CMAR shall include a provision similar to paragraph 7.1.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers, who have reimbursable GMP type contracts, providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate agency, has access to the Subconsultants', Subcontractors', and Suppliers' records.

ARTICLE 8 - CLAIMS AND DISPUTES

8.0 Dispute Avoidance and Resolution

8.0.1 Dispute resolution shall proceed in accordance with MAG Standard Specifications Section 110.

8.1 Duty to Continue Performance

8.1.1 Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.2 Representatives of the Parties

8.2.1 City's Representatives

8.2.1.1 City designates the individual listed below or his designee as its Senior Representative (Level III"), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Greg Henry, City Engineer

8.2.1.2 City designates the individual listed below as its City's Representative (Level II), which individual has the authority and responsibility set forth in MAG Section 110:

Phil Allred, Assistant City Engineer

8.2.1.3 City designates the individual listed below as its City's Representative (Level I), which individual has the authority and responsibility set forth in MAG Section 110:

Wayne Welch, Engineering Technician Supervisor

8.2.2 CMAR's Representatives

8.2.2.1 CMAR designates the individual listed below as its Senior Representative (Level III), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

William Freiday

8.2.2.2 CMAR designates the individual listed below as its CMAR's Representative (Level II), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Bob Freiday

8.2.2.3 CMAR designates the individual listed below as its CMAR's Representative (Level I), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Dave Padilla

ARTICLE 9 - SUSPENSION AND TERMINATION

9.0 Suspension and Termination

9.0.1 The City may suspend or terminate this contract in accordance with MAG Specifications Section 105 and 108.

ARTICLE 10 - INSURANCE AND BONDS

10.0 Insurance Requirements

10.0.1 THE INSURANCE REQUIREMENTS ATTACHED TO THIS AGREEMENT SHALL BE REQUIRED FOR USE ON THIS PROJECT AS SHOWN BELOW.

10.0.2 PERSONAL OR INDIVIDUAL BONDS ARE NOT ACCEPTABLE.

10.0.3 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the CMAR, his agents, representatives, employees or Subcontractors.

10.0.4 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.5 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CMAR from liabilities that might arise out of the performance of the work under this Agreement by the CMAR, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. CMAR is free to purchase such additional insurance as may be determined necessary.

10.0.6 Minimum Scope And Limits Of Insurance. CMAR shall provide coverage with limits of liability not less than those shown below:

10.0.7 Commercial General Liability.

10.0.7.1 Commercial general liability shall be written on an occurrence basis and covering liabilities arising out of construction of the project herein. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract. Policy shall not exclude explosion, collapse, underground (XCU) hazards, nor the products and completed operations hazards, or inadvertent construction defects, and shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage, but not limited to, the liability assumed under the indemnification provisions of this contract. Products and completed operations liability coverage shall be maintained throughout the contract and shall extend for a period not less than five years following acceptance of the project. Contractual liability applies to the hold-harmless provisions of the contract between the named insured and agreements the insured makes in connection with insured operations. Minimum coverage limit shall be no less than \$1,000,000 CSL. If the policy has an aggregate limit, that limit shall not be less than \$2,000,000.

10.0.8 Automobile Liability.

10.0.8.1 Commercial auto liability includes auto hazards for the owned, non-owned and hired, leased rented, borrowed or otherwise, assigned to or used in connection with the construction of the project. Minimum coverage limit shall be no less than \$1,000,000 CSL.

10.0.9 Worker's Compensation and Employers' Liability

10.0.9.1 CMAR shall maintain Worker's Compensation insurance at the statutory level.

10.0.9.2 Employer's Liability shall be at a minimum of \$1,000,000 each accident, \$500,000 disease policy limits, \$100,000 each employee.

10.0.10 Pollution Liability

10.0.10.1 Pollution liability is to be written on an occurrence form basis. If the policy is written on a claims made basis, CMAR shall continue such coverage, either through policy renewals or the purchase of an extended discovery period for three years from the project acceptance date. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must not be later than the date of the commencement of any construction. Minimum coverage limits shall not be less than \$1,000,000 each occurrence. If the policy has an aggregate limit, that limit shall not be less than \$1,000,000.

10.0.11 Professional Liability

10.0.11.1 The CMAR shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CMAR or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. Any subconsultant to the CMAR providing professional licensed or certified services where the information developed by the professional will be used in a decision making process as part of the project shall be required to provide Professional Liability Insurance in the same limits. Evidence of such insurance shall be provided to the Owner.

10.0.12 Excess Liability

10.0.12.1 When excess liability insurance is used to supplement the required insurance limits below, the excess liability insurance must be "follow form" equal or broader in coverage scope as the underlying insurance.

- Construction projects up to five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in Commercial General Liability coverage limits. Where the commercial general liability per occurrence policy is less than \$5,000,000, excess liability limits must be purchased so that the total combined policy limits meet or exceed \$5,000,000.

10.0.13 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

10.0.13.1 All policies, except for the Workers' Compensation, Employers' Liability, and Professional Liability policies shall contain endorsements naming the City of Kingman and its officers, employees, agents and volunteers, and the Design Professional as additional insureds with respect to liabilities arising out of the performance of services herein. On insurance policies where the City of Kingman and the Design Professional are named as an additional insured, the City of Kingman and the Design Professional shall be an additional insured to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Agreement.

10.0.13.2 The CMAR's insurance coverage except for workers compensation and employers liability shall be primary insurance and non-contributory with respect to all other available sources maintained by the City.

10.0.13.3 The insurance Coverage provided by the CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.0.13.4 Notice Of Cancellation. Each insurance policy required under this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Should limits or coverage change, thirty (30) days prior written notice shall be provided to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

10.0.13.5 Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with a 2004 "A.M. Best" rating of not less than A-. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CMAR from potential insurer insolvency.

10.0.14 Verification Of Coverage.

10.0.14.1 Any failure, actual or alleged, on the part of the City to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the City.

10.0.14.2 All certificates of insurance and policy endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project and/or beyond project acceptance as required herein. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. If a policy does expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than five (5) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

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

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

10.0.14.3 Subcontractors. CMAR shall ensure all Subcontractors performing work under this contract secure and maintain all insurance coverages (including worker's compensation) and other financial sureties required by the laws of this state and within the scope of their services in connection with their presence and the performance of their duties pursuant to this contract. CMAR shall be responsible for ensuring that all Subcontractors endorse CMAR and the City of Kingman as additional insured and that all Subcontractors shall maintain products and completed operations liability insurance for not less than one (1) year following the acceptance date.

10.1 Bonds and Other Performance Security

10.1.1 Prior to execution of this Agreement, the CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP set forth in this Agreement or changed by subsequent Change Order.

10.1.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

10.1.3 The bonds shall be made payable and acceptable to the City.

10.1.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.1.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.1.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarter by the "2004 Results Best's Key Rating Guide

(Property/Casualty)” published by the A.M. Best Company.

ARTICLE 11 - INDEMNIFICATION

11.0 CMAR’s General

11.0.1 To the fullest extent permitted by law, the CMAR shall indemnify and hold harmless the City of Kingman, its agents, its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs relating to or arising out of this agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CMAR or any such contractor, subcontractor or design professional or other persons employed or used by the CMAR or any such contractor, subcontractor or design professional in the performance of the contract or subcontract.

11.0.2 In any and all claims against the indemnified parties by any employee of the CMAR, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in this article on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR, or any subcontractor, or any supplier or other person under workmen’s compensation acts, disability benefit acts, or other employee acts.

11.0.3 The CMAR shall also indemnify and hold harmless the City of Kingman, the Design Professional, the Owner’s representative, any jurisdiction or agency issuing permits for any work involved in the project, and their consultants, and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney’s fees and other costs, including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CMAR to faithfully perform the work and all of the work and all of the CMAR’s obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorney’s fees, incurred by the indemnified parties in any lawsuit to which they are a party.

11.0.4 The indemnification, hold harmless provisions and City’s Liability Insurance set forth herein shall survive any termination of this Agreement.

11.0.5 The CMAR shall have no obligation to indemnify under this contract to the extent such claims, damages, losses and expenses are caused by the sole negligence of a party indemnified hereunder.

ARTICLE 12 - GENERAL PROVISIONS

12.0 Contract Documents

12.0.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.0.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in accordance with MAG Section 102.2

12.0.2.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small-scale drawings.

12.0.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract.

12.0.3.1 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.0.3.2 The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.0.3.3 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

12.1 Time is of the Essence

12.1.1 City and CMAR mutually agrees that time is of the essence with respect to the dates and times set forth in the Contract Documents. Adjustments to contract time shall be in accordance with Article 4.

12.2 Mutual Obligations

12.2.1 City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.3 Cooperation And Further Documentation

12.3.1 The CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.4 Assignment

12.4.1 Neither CMAR nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.5 Successorship

12.5.1 CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.6 Third Party Beneficiary

12.6.1 Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CMAR and not for the benefit of any other party.

12.7 Governing Law

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

12.8 Severability

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

12.9 Compliance with Laws

12.9.1 The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CMAR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees." Under the provisions of A.R.S. §41-4401, CMAR hereby warrants to the City that the CMAR and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

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

12.9.2 The CMAR is hereby advised that the City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the City, to ensure the safety and health of employees working on City projects.

12.9.3 The CMAR shall require a drug free workplace for all employees working under the Contract. Specifically, all employees of the CMAR who are working under a contract with the City shall be notified, in writing, by the CMAR that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Failure to require a drug free workplace in accordance with the Policy may result in termination of the Contract and possible debarment from bidding on future City projects.

12.9.4 The CMAR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CMAR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CMAR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

12.9.5 The CMAR, will, in all solicitations or advertisements for employees placed by or on behalf of the CMAR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

12.9.6 The CMAR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the CMAR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.9.7 The CMAR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CMAR will furnish to the City all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

12.9.8 In the event of the CMAR's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CMAR may be declared ineligible for further City contracts or Federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rules or order of the Secretary of Labor, or as otherwise provided by law.

12.9.9 The CMAR will include the provisions of paragraphs 12.9.1 through 12.10.8 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CMAR will take such action with respect to any subcontractor or purchase order as the Department of Health and Human Services may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided however, that in the event the CMAR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Health and Human Services, the CMAR may request the United States to enter into such litigations to protect the interests of the United States.

12.10 Legal Requirements

12.10.1 CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.10.2 It is not the CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CMAR recognizes that portions of the Construction Documents are at variance therewith, the CMAR shall promptly notify the City in writing, describing the apparent variance or deficiency.

12.11 Independent Contractor

12.11.1 The CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.12 City's Right Of Cancellation

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

12.13 Survival

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

12.14 Covenant Against Contingent Fees

12.14.1 The CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.15 No Waiver

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

12.16 Notice

12.16.1 Unless otherwise provided, any notice, request, instruction or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CMAR: William Freiday, 3360 Bank St, Kingman, AZ 86401 (fax 928-757-4638)

to City: Greg Henry, 310 N. 4th Street, Kingman, AZ 86401 (fax 928-753-8118)

Copy to: Phil Allred, 310 N. 4th Street, Kingman, AZ 86401 (fax 928-753-8118)

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.17 Hazardous Materials

12.17.1 Unless included in the Work, if the CMAR encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

12.17.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue work in non-affected areas onsite.

12.17.3 An extension of Contract Time may be granted in accordance with Article 6.

12.17.4 The CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.18 Traffic Control

12.18.1 CMAR will comply with all City of Kingman and Mohave County traffic barricade requirements and any other traffic control provisions as may be provided in the technical specifications.

12.19 CMAR's Affidavit

12.19.1 CMAR shall submit a signed copy of the CMAR's Affidavit Regarding Settlement of Claims, attached as Exhibit B, prior to final payment.

12.20 Necessary Work Done By City Forces

12.20.1 During the construction of this project, if the CMAR fails to comply with a request of the Inspector or is unable to comply with said request, and it is necessary for City forces to do work that is normally the CMAR's responsibility, the City shall be reimbursed by the CMAR. Each incident requiring work by City forces shall be covered by a separate billing.

12.20.2 The amount of each billing shall be either \$250 or the actual accumulated charges for employees' time, materials, and equipment, whichever is greater. Employees' time will be billed at each individual's hourly rate plus the applicable City overhead rate. Any materials used will be billed at cost. Equipment rates will be based on the most recent schedule of equipment rental rates for force account work, as approved by the Arizona Department of Transportation.

12.21 Equipment Rental Rates For Actual Cost Work

12.21.1 Compensation for equipment used on Actual Cost Work (M.A.G. U.S.S. 109.5.1) shall be paid in accordance with the Arizona Department of Transportation (A.D.O.T.) "Standard Specifications for Road and Bridge Construction," latest edition, Section 109.04(D)(3), except as follows:

The Rate Adjustment factors for year of manufacture shall be as published in the Dataquest Blue Book.

The Regional Adjustment Factor for climate and regional costs shall apply as published in the Blue Book.

Overtime and Shift rates shall be as follows:

- a. Overtime - at the rate of 1/176th of the monthly rate plus operating costs.
- b. Double Shift (16 hours per day) - the first 8-hour shift shall be at 1/176th of the monthly rate plus operating costs; the second 8-hour shift shall be at 50-percent of 1/176th of the monthly rate plus operating costs.
- c. Triple Shift (24 hours per day) - the first two shifts as b). above; the third shift shall be at 50-percent of 1/176th of the monthly rate plus operating costs.

12.21.2 Compensation under these procedures shall apply to CMAR/ subcontractor-owned equipment only. Leased or rented equipment costs will be compensated as specified in A.D.O.T. 109.04(D)(3)(c).

12.22 Shop Drawings

12.22.1 The City shall advise the CMAR for items requiring submittal for review and/or submittal as Product Data.

12.22.2 The CMAR shall prepare and submit shop drawings which show details of all work to insure proper installation of the work using those materials and equipment specified under the approved plans and specifications.

12.22.3 A schedule of shop drawing submissions shall be submitted with the GMP. Unless otherwise noted, shop drawings will not be required for items specified or detailed in the Uniform Standard Specifications and details or the Technical Specifications. The schedule of shop drawing submissions

shall include as a minimum, but not limited to the following:

Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- a. All working and erection dimensions.
- b. Arrangements and sectional views.
- c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts list and description thereof.

Each Drawing or page shall include:

1. Project name, City of Kingman Project Number and descriptions.
2. Submittal date and space for revision dates.
3. Identification of equipment, product or material.
4. Name of CMAR and Subcontractor.
5. Name of Supplier and Manufacturer.
6. Relation to adjacent structure of material.
7. Physical dimensions, clearly identified.
8. ASTM and Federal Specifications references.
9. Identification of and justification for deviations from the Contract Documents.
10. CMAR's stamp, initialed or signed, dated and certifying to review of submittal, certification of field measurements and compliance with Contract.
11. Location at which the equipment or materials are to be installed.

12.22.4 Location shall mean both physical location and location relative to other connected or attached material. The City will return unchecked any submittal, which does not contain complete data on the work and full information on related matters.

12.22.5 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

12.22.6 The CMAR shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow his suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

12.22.7 If the shop drawings show departures from the Contract requirements, the CMAR shall make specific mention thereof in his letter of transmittal, otherwise review of such submittals by the City shall not constitute review of the departure. Review of the drawings shall constitute review of the specific subject matter for which the drawings were submitted and not of any other structure, materials, equipment, or apparatus shown on the drawings.

12.22.8 The review of shop drawings will be general and shall not relieve the CMAR of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract. No construction called for by shop drawings shall be initiated until such drawings have been reviewed and approved by the City.

12.22.9 The procedure in seeking review of the shop drawings shall be as follows:

- a. The CMAR shall submit three (3) complete sets of shop drawings and other descriptive data with one copy of a letter of transmittal for review by the City. The CMAR shall submit shop drawings to the Engineering Department for the City's review. Drawings submitted for review shall be folded to approximately 9 inches by 12 inches. A full size PDF electronic copy of the drawings shall accompany each submittal.
- b. Drawings or descriptive data will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit," or "Rejected," and one copy with a Letter of Transmittal will be mailed to the CMAR at an address designated by the CMAR.
- c. If a shop drawing or data is stamped "No Exceptions Taken" or "Make Corrections Noted", no additional submittal is required for that shop drawing.
- d. If a shop drawing or data is stamped with any other response, the CMAR shall make the necessary corrections and resubmit the documents, marked with the original submittal number followed by a number or letter indicating the re-submittal number. The letter transmitting corrected documents shall indicate that the documents are resubmittals.
- e. If any corrections, other than those noted by the City, are made on a shop drawing prior to resubmittal, such changes should be pointed out by the CMAR upon resubmittal.
- f. The CMAR shall revise and resubmit the shop drawing as required, until they are stamped either "No Exceptions Taken" or "Make Corrections Noted."
- g. After the CMAR's submittal or resubmittal of shop drawings, the City shall be provided with thirty (30) calendar days for review by the City or Design Professional. Should the review require additional review time above and beyond the stated thirty (30) calendar days, the CMAR may ask for a time extension without monetary compensation, if they can present valid, factual evidence that actual damages were incurred by the CMAR. The City shall determine the amount of the time extension to be awarded the CMAR.
- h. The CMAR shall not install any materials or equipment until the shop drawings have attached either "No Exceptions Taken" or "Make Corrections Noted" status.

12.22.10 The CMAR shall be responsible for all extra costs incurred by the City caused by the CMAR's failure to comply with the procedure outline above. In addition, if any item of material or equipment requires more than three submittals to attain "No Exceptions Taken" or "Make Corrections Noted" status the Design Professional making the review will record the time for reviewing subsequent submittals requiring review and approval and the CMAR shall reimburse the City for the Design Professional's charges for such time. In the event that CMAR requests a substitution for a previously approved item, CMAR shall reimburse City for Design Professional's charges for such additional review time unless the need for such substitution is beyond the control of the CMAR.

12.23 Date Of Final Acceptance And Beginning Of Warranty Period

12.23.1 The date of final acceptance and beginning of the warranty period shall be the date upon which the owner indicates completion and acceptance of the work. This date will represent the completion date for each phase of the project, irrespective of early completion by some subcontractors of their work.

12.23.2 No partial acceptance, no partial Certificate of Substantial Completion and no partial occupancy shall be approved by the City.

12.23.3 Final acceptance will not be issued until all items of work, including punch list items, have been completed.

12.24 Payment For Stored Materials

12.24.1 The City will not pay for materials stored on site unless the material is properly stored, and the material has been paid for. The CMAR shall submit copies of invoices marked, "PAID", or other proof acceptable to the City indicating that the material, has in fact been paid for.

12.24.2 No payments will be made for any material stored offsite, whether it has been paid for or not, unless the location has been agreed upon by the CMAR and the City and the site is properly secured against theft, vandalism, and other losses.

12.25 The Clean Air Act

12.25.1 The CMAR shall comply with the Clean Air Act, as amended (42 USC 1857) and Executive Order 11288; and the Federal Water Pollution Control Act, as amended (33 USC 1251); and all applicable standards, orders and regulations issued pursuant thereto. The Owner agrees to report all violations thereof to the Environmental Protection Agency and specifically to comply with the following:

12.25.1.1 For the purpose of this paragraph, the term "facility" means (1) any building, installation, structure, location or site or operations, (2) owned, leased, or supervised (3) by the Owner or its CMARs and latter's subcontractors (4) for the construction, supply and service contracts entered into by the Owner for the purpose of accomplishing this project.

12.25.1.2 The Owner and CMAR agree to comply with the Clean Air Act and the Federal Water Pollution Control Act during the accomplishment of this project and specifically agree to the following:

12.25.1.3 That any facility to be utilized in the accomplishment of this project is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.2;

12.25.1.4 That in the event a facility utilized in the accomplishment of this project becomes listed on the EPA List, the Government may, inter alia, cancel, terminate for default, or suspend for such failure, in whole or in part, the agreement;

12.25.1.5 That it will comply with all other requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, as amended, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively and all regulations and guidelines issued thereunder;

12.25.1.6 That it will promptly notify the Government of the receipts of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this project is under consideration for listing on the EPA List of Violating Facilities;

12.25.1.7 That it will insert in any of its contracts and require insertion in subcontracts entered into for the purpose of accomplishing this project, unless otherwise exempted pursuant to the EPA regulations implementing the Clean Air Act and the Federal Water Pollution Control Act (40 CFR, Part 15.5e) provisions which shall include the criteria and requirements set forth in this paragraph, including this Subparagraph (5).

12.25.1.8 All pertinent rules and regulations issued under and pursuant to the National Environmental Policy Act of 1969 as amended (P.L. 90-190) (42 USC 4321); the National Historic Preservation Act of 1966 (80 Stat. 16 USC 470); the Wild and Scenic Rivers Act P.O. 90-542 as amended, and Executive Order No. 11593 of May 31, 1971.

12.26 Project Closeout

12.26.1 Prior to the final payment to the CMAR, the CMAR shall furnish to the City Project Representative

for review the following written guarantees, warranties, manuals and equipment lists.

WRITTEN GUARANTEES

- o CMAR - One (1) year.
- o Asphalt paving, coatings, earthwork, and all other subcontractors - One (1) year.
- o Any special guarantees, period called out in applicable Special Provisions

12.27 Approved Applicators

12.27.1 Where specific instructions in these specifications require that a particular product and/or material(s) be installed and/or applied by an approved applicator of the manufacturer, it shall be the CMAR's responsibility to ensure that any Subcontractors used for such work be approved applicators.

12.28 Progress Meeting

12.28.1 At a time designated by the City, a Weekly Progress Meeting will be held at the job site. The CMAR, together with representatives of his major Subcontractors, shall attend, as will the City. The CMAR shall be responsible for notifying the Subcontractors of their required attendance. The purpose of these meetings is to discuss the job progress, and to resolve any problems that may have developed since the last meeting. Unless followed up in writing, verbal authorizations or acknowledgments by anyone present shall not be binding.

12.29 Asbestos-Free Facility Material Certification

12.29.1 The installation or use of any materials containing a detectable quantity of asbestos for this project is strictly prohibited. A detectable quantity of asbestos is defined as any detectable amount of asbestos using the method specified in Appendix A, subpart F of 40 CFR Part 763 Section 1, Polarized Light Microscopy.

12.29.2 The CMAR is responsible for certifying that all materials installed and used for this project are free of any detectable quantities of asbestos. The certification is included as Exhibit C and covers all work and materials provided by the CMAR, his subcontractors or others under the direction of the CMAR. This certification must be signed, notarized and submitted prior to final payment.

12.29.3 The asbestos material prohibition shall supersede any material that might inadvertently be specified in the project plans. The City or his representative shall be notified in writing 7 days prior to ordering any material that may contain detectable asbestos if the Approved Plans specify the use of such a material. The City or its representative shall have the discretion to prohibit the use of any material containing detectable asbestos and shall approve or disapprove associated changes in costs. Should the CMAR install material containing detectable asbestos without notifying the City or his representative, the CMAR shall remove and replace such material with material not containing asbestos at no cost to the City.

12.30 Arizona Pollutant Discharge Elimination System (AZPDES)

12.30.1 This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) storm water requirements under the Arizona Department of Environmental Quality's (ADEQ) General Permit for Discharge from Construction Activities to Waters of the United States (Permit). Under provisions of the Permit, the CMAR shall be designated as the site operator who has day-to-day operational control of those activities at the project which are necessary to ensure compliance with the storm water pollution prevention plan or other Permit conditions. The CMAR shall be responsible for providing necessary materials and for taking appropriate measures to minimize pollutants in storm water runoff from the project.

12.30.2 The CMAR shall be responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) for the construction project.

12.30.3 The SWPPP shall be submitted to the City for approval prior to commencing construction. The SWPPP will be reviewed by the City only to ensure that it includes the information required by the Permit. Development and compliance with other components of the SWPPP are solely the CMAR's responsibility. The City's approval of the SWPPP applies only to its contents and is neither comprehensive nor does it make the City responsible for the CMAR's noncompliance. Upon approval, the City will partially prepare a Notice Of Intent (NOI) and give it to the CMAR. The CMAR shall complete, certify and submit the NOI to the ADEQ with a copy to the City. In addition, the CMAR shall submit a written certification to Engineering Construction that the NOI has been sent to the ADEQ. This certification shall be received no later than three (3) working days prior to commencing construction. The ADEQ address is:

Surface Water Permits Unit (M05415B-3)
ADEQ - Water Permits Section
1110 W. Washington Street
Phoenix, AZ 85007

12.30.4 If required for any of the projects, the lump sum bid item for "AZPDES Permit Compliance" listed in the GMP shall include all material, labor, and other incidental costs related to; (1) Preparing, updating, and changing the SWPPP; (2) Installation and maintenance of all structural and non-structural BMPs either identified in the SWPPP or specified by the City in the bid document; (3) all clean-up and disposal costs associated with clean-up and repair following storm events and other runoff or releases on the project; (4) Implementation and maintenance of other activities identified in the SWPPP (i.e. inspections, record keeping); (5) Preparation of the Notice of Intent and Notice of Termination. No additional payments will be made for these items.

12.30.5 It is the CMAR's responsibility to perform inspections of all storm water pollution control devices on the project in accordance with Permit requirements. The CMAR is also responsible for maintaining those devices in proper working order, including cleaning and/or repair. No separate payment will be made for such inspections, cleaning or repair.

12.30.6 All SWPPP reports required under this contract shall be made available to the public in accordance with the requirements of Section 308 (b) of the Clean Water Act. The storm water regulations require that the records be maintained at the construction site or that notice be provided indicating where the records are kept.

12.30.7 No condition of the AZPDES Permit shall release the CMAR from any responsibilities or requirements under other environmental statutes or regulations.

12.30.8 Within 30 calendar days after completion of all work (including final stabilization when applicable) the CMAR shall submit a completed and signed Notice of Termination (NOT) form to the ADEQ with a copy to the City, thereby terminating all AZPDES Permit coverage for the project. The City of Kingman will not be responsible for filing on behalf of the CMAR.

12.31 Temporary Utilities For Construction

12.31.1 "Temporary utility service" shall be defined as any utility service or usage by the CMAR prior to Final Acceptance of the Project by the City. For convenience, temporary utility services are classified as either "Type 1" or "Type 2". A "Type 1" service is a utility service established by the CMAR for his use during construction, which service will not become part of the permanent utility service lines for the facility. A "Type 2" service is a utility service line and/or meter, which will become part of the utility service lines for the facility. Any use of a Type 2 service or meter by the CMAR prior to final acceptance of the facility by the City is included in the definition of "temporary utility service". The CMAR shall be required to install and maintain both Type 1 and Type 2 temporary utility services as necessary for execution of the work under this contract.

12.31.2 In the case of Type 1 services, it shall be the CMAR's sole responsibility to make all arrangements as necessary for electric, telephone, gas, cable, water, and other utility services, as necessary for execution of the project work. The CMAR's responsibility shall include the setting of temporary power and telephone poles, the temporary extension of utility lines, and installation of meters. The CMAR shall pay all deposits, installation fees, service charges, usage charges, monthly flat rates,

and all other expenses associated with such service for the duration thereof.

12.31.3 For Type 2 services, the CMAR shall install the service lines and meters for the facility as required by the project plans and specifications.

12.32 Utility Lines, Poles And Pedestals

12.32.1 CMAR is advised that work on this project is expected to require coordination with Utility Companies who own and operate both overhead and underground lines and poles. The coordination may include, but not be limited to the following activities; pedestal relocation, pole bracing, de-energizing of lines, and other temporary and permanent relocations. CMAR is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what temporary actions the Utility Company must take and the costs related to those actions. The CMAR shall include these costs in the GMP. CMAR will not be responsible for any local utility company costs for permanent relocation.

12.32.2 The primary and the backup representatives for this review and cost determinations are as follows:

<u>COMPANY</u>	<u>PERSONNEL</u>	<u>OFFICE PHONE</u>
Frontier Communications	Patricia VanWormer	928-757-0274
UniSource Electric Services	Marvin Yarbrough	928-681-8928

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the effective date.

CITY OF KINGMAN, ARIZONA

Attest:

Richard Anderson, Mayor

Sydney Muhle, City Clerk

FREIDAY CONSTRUCTION, INC.

[Signature]
William Freiday, President

STATE OF ARIZONA)
County of MOHAVE)ss

The foregoing instrument was subscribed and sworn to before me this 25th
day of February, 2015, by William Freiday

[Signature]
Melody Stewart
Notary Public

My Commission Expires:
December 28, 2017



EXHIBIT A
APPROVED GMP PROPOSAL
(WITH ATTACHMENTS)

FREIDAY CONSTRUCTION, INC.

GUARANTEED MAXIMUM PRICE

CITY OF KINGMAN 16" RANCHO SANTA FE TRANSMISSION MAIN, PHASE 1

Item No.	Description	Quantity	Unit	Unit Price	Total
1	16" DIP water line (class 250) w/ polywrap	5042	LF	\$ 84.63	\$ 426,704.46
2	16" DIP restrained joint water line (class 250) w/ polywrap	247	LF	\$ 117.37	\$ 28,990.39
3	16" gate valve	3	EA	\$ 6,500.00	\$ 19,500.00
4	16" 45° horizontal bend	5	EA	\$ 1,500.00	\$ 7,500.00
5	16" 45° vertical bend	1	EA	\$ 1,500.00	\$ 1,500.00
6	16" 11.25° horizontal bend	1	EA	\$ 1,500.00	\$ 1,500.00
7	Connect to existing Pipe	1	EA	\$ 1,500.00	\$ 1,500.00
8	16" tapped cap w/ flushing valve	1	EA	\$ 1,200.00	\$ 1,200.00
TOTAL COST OF WORK:					\$ 488,394.85

TAXES

State / County Tax Rate:	0%
City Tax Rate:	0%
Total Tax Rate:	0%
Tax Burden:	0%

ESTIMATE SUMMARY

Cost of Work:	\$ 488,394.85
Contractor Fee:	\$ -
Subtotal:	\$ 488,394.85
Bond:	\$ 12,710.00
Tax:	\$ -
TOTAL CONSTRUCTION COST:	\$ 501,104.85

CONTINGENCIES

Contractor's:	\$ 5,000.00
Owner's:	\$ 15,000.00
TOTAL CONTINGENCIES:	\$ 20,000.00

TOTAL GMP:	\$ 521,104.85
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EXHIBIT B

SETTLEMENT OF CLAIMS

**CITY OF KINGMAN, ARIZONA
PROJECT NO. ENG12-010**

**CMAR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS**

Date: _____

Project No.: ENG12-010

To the City of Kingman, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right-of-lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Kingman against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever which said City may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 20_____.

FREIDAY CONSTRUCTION, INC.

William Freiday, President

STATE OF ARIZONA)
)ss
County of Mohave)

The foregoing instrument was subscribed and sworn to before me this _____
day of _____, 20____, by _____.

Notary Public

My Commission Expires:

EXHIBIT C

ASBESTOS-FREE FACILITY MATERIAL CERTIFICATION

**CITY OF KINGMAN, ARIZONA
PROJECT NO. ENG12-010**

I _____, AS THE DULY AUTHORIZED REPRESENTATIVE FOR _____ CERTIFY THAT ALL MATERIALS INSTALLED AND USED BY THE UNDERSIGNED IN THE KINGMAN FACILITY PURSUANT TO THIS CITY OF KINGMAN PROJECT ARE FREE OF ANY LABORATORY DETECTABLE AMOUNTS OF ASBESTOS CONTAINING MATERIAL USING THE METHOD SPECIFIED IN APPENDIX A, SUBPART F OF 40 CFR PART 763 SECTION 1, POLARIZED LIGHT MICROSCOPY. THIS CERTIFICATION INCLUDES ALL MATERIALS* INSTALLED AND USED BY THE CMAR, ALL SUB-CONTRACTORS AND ALL OTHER CMARS PERFORMING WORK IN CITY OF KINGMAN FACILITIES, FOR WORK COMPLETED AS DESCRIBED BELOW:

THIS CERTIFICATION INCLUDES ALL WORK THAT WAS COMPLETED BY THE CMAR AND HIS SUBCONTRACTORS CONDUCTED BEGINNING ON _____ AND COMPLETED ON _____ UNDER CITY OF KINGMAN PROJECT NUMBER ENG12-010.

SIGNED: _____

Print Name

Title

Signature

Date

Name of CMAR

Incorporation Status

Arizona Contractor License Number

Name of Other Contractor or Sub-Contractor (if necessary)

Arizona Contractor License Number

STATE OF ARIZONA)
)ss
County of Mohave)

The foregoing instrument was subscribed and sworn to before me this _____
day of _____, 20____, by_____.

Notary Public

My Commission Expires:

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

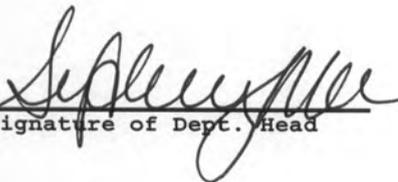
MEETING DATE: March 3, 2015

AGENDA SUBJECT: Special Event Liquor License Application

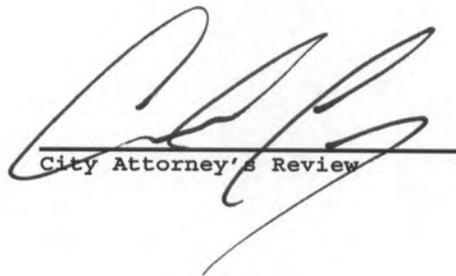
SUMMARY: Applicant Rebecca Fawson of the Kingman Route 66 Rotary Foundation has applied for a Series 15 Special Event Liquor License for an event to take place Friday, March 20, 2015 from 5 to 9 P.M. at 400 W. Beale Street in Kingman.

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: 4f

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

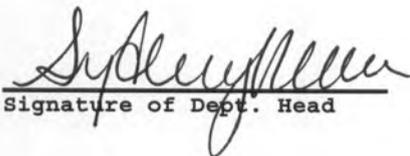
MEETING DATE: March 3, 2015

AGENDA SUBJECT: Special Event Liquor License Application

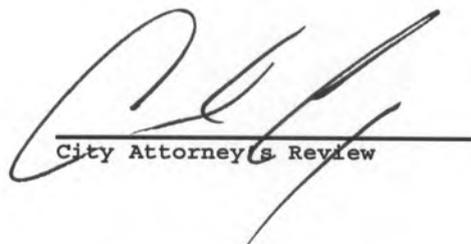
SUMMARY: Applicant Steven C. Robinson of the Mohave County Republican Party - District 1 has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, April 11th, 2015 from 4:00 P.M. to 10:00 P.M. at 112 N. Fourth Street in Kingman.

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: 4g

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: MOHAVE COUNTY Republican PARTY - DISTRICT 1

SECTION 2 Non-Profit/IRS Tax Exempt Number: 27-2394772

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 SR

SECTION 7 Location of the Event: CITY OF KINGMAN CENTRAL Commercial Building

Address of Location: 112 N. 4th ST KINGMAN MOHAVE AZ 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: ROBINSON STEVEN C [Redacted]

Last

First

Middle

Date of Birth

2. Applicant's mailing address: [Redacted]

Street

City

State

Zip

3. Applicant's home/cell phone: [Redacted] Applicant's business phone: (928) 855-8006

4. Applicant's email address: [Redacted]

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Public Works Department

MEETING DATE: March 3, 2015

AGENDA SUBJECT: Report on an emergency purchase for pavement repair on Sycamore Avenue, east of Stockton Hill Road.

SUMMARY: Sunland Asphalt had been hired to provide a mill and overlay of the Wal Mart parking lot. The parking lot is accessed from Sycamore Avenue, which is deteriorated from heavy traffic and stormwater runoff. Engineering and Public Works staff concurred that the repair of Sycamore in conjunction with the parking lot repair would take advantage of existing traffic control, reduce inconvenience to the driving public, and provide needed repairs to a heavily congested roadway in the timeliest manner.

Staff requested a proposal from Sunland Asphalt and per the city procurement code, requested the Mayor authorize an emergency purchase order. All work has been completed and Sycamore Avenue is open to traffic. This report is being filed with the Council in accordance with Section 2-160 of the Kingman City Code of Ordinances, governing procurement.

ATTACHMENT: Invoice, Purchase Order 024519, Procurement Code

FISCAL IMPACT: \$16,866.00 from Streets operations budget.

Signature of Dept. Head

City Attorney
Approved as to form
City Manager's Review

AGENDA ITEM: 4h

Contractor's License Numbers
 AZROC-111922-CLA
 AZROC-095189-C13
 NV-49496 Limit \$5,000,000
 CA-781952-C12
 C5 74079



Phoenix - Tucson - Las Vegas - Albuquerque

INVOICE # 441

Remit To:
 Sunland Asphalt
 3002 S. Priest Drive, Suite 100
 Tempe, AZ 85282
 (602) 323-2800

Job Name: 18054. Sycamore Rd Mill & Fill:44-050115

Client :
 City of Kingman
 310 N 4th St
 Kingman, AZ 86401

Contact :
 O: 928 753 5561
 F: 928 753 6867

Job Address :
 Sycamore Rd
 Kingman, AZ 86401

Date Written: 02/04/15
 Customer #: 50344

Payment Terms: Net 15 days

Contract Item		
2 OPTION #2 - 2" Pave - GREEN AREA		3,945.00
3 OPTION #1 - 2" Mill - BLUE AREA		1,852.00
4 OPTION #2 - 2" Mill - GREEN AREA		1,046.00
OPTION OPTION #1 - 2" Pave - BLUE AREA		10,023.00
Total Due This Invoice :		16,866.00

Date: 2 / 24 / 15
 P.O. Number 24519
 Department: Street
 Code: 201 340.500 43 51
 OK to Pay: Rob Owen



CITY OF KINGMAN PURCHASE ORDER

Page No. 1
P.O. No. 024519
Date: 01/23/15

310 N. 4th. Street
KINGMAN, AZ 86401

To: SUNLAND ASPHALT
5805 EMERALD AVE
LAS VEGAS, NV 89122

Ship To: CITY OF KINGMAN
ENGINEERING DEPARTMENT
220 N 4TH STREET
KINGMAN, AZ 86401

Vendor No.					
7635					
Deliver By	Ship Via	F.O.B.	Terms		
02/06/15			NET/15		
Confirm By		Confirm To		Requisitioned By	
JOHN CROCKER		TRINNA WARE		MIKE PRIOR	
Freight	Contract No.	Account Number	Project	Req. No.	Req. Date
		201-3110-500.43-51	EMERGENCY		
Line #	Quantity	UOM	Item No. and Description	Unit Cost	Extended Cost
1	1.00	EA	SYCAMORE 2" MILL FILL PROPOSAL # 63236 OPTION #1-2" MILL & PAVE - BLUE AREA 18-100 MILL 530 SQUARE YARDS OF EXISTING PAVE- MENT TO A DEPTH OF 2" & HAUL OFF 28-233 POWER SWEEP/CLEAN ASPHALT SURFACE 06-035 TACK COAT USING SS1H ASPHALT EMULSION 27-205 PAVE TO AVG DEPTH 2" 06-035 FOG SEAL USING SS1 APHALT EMULSION	11875.0000	11875.00
2	1.00	EA	SYCAMORE 2" MILL/FILL PROPOSAL # 63236 OPTION 3 2-2 MILL AND PAVE - GREEN AREA 18-100 MILL APPROX 175 SY TO A DEPTH OF 2" & HAUL OFF 28-233 POWER SWEEP/CLEAN ASPHALT SURFACE 06-035 TACK COAT USING SS1H ASPHALT EMULSION 27-205 PAVE WITH 1/2" ASPHALT AN AVG DEPTH OF 2" 06-035 FOG SEAL USING SS1H ASPHALT EMULSION	4991.0000	4991.00

Authorized By:

Purchasing Agent

Finance

* CONTINUED *



**CITY OF KINGMAN
PURCHASE ORDER**

Page No. 2
P.O. No. 024519
Date: 01/23/15

310 N. 4th. Street
KINGMAN, AZ 86401

* CONTINUED *

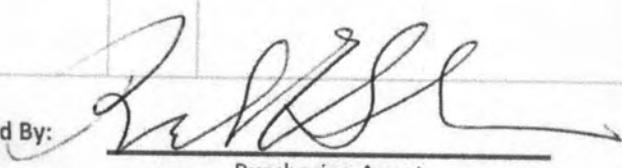
To: SUNLAND ASPHALT
5805 EMERALD AVE
LAS VEGAS, NV 89122

Ship To: CITY OF KINGMAN
ENGINEERING DEPARTMENT
220 N 4TH STREET
KINGMAN, AZ 86401

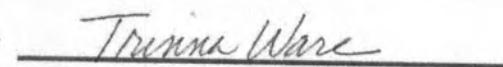
Vendor No.		Ship Via		F.O.B.		Terms	
7635						NET/15	
Deliver By		Confirm By		Confirm To		Requisitioned By	
02/06/15		JOHN CROCKER		TRINNA WARE		MIKE PRIOR	
Freight	Contract No.	Account Number	Project	Req. No.	Req. Date		
		201-3110-500.43-51	EMERGENCY				

Line #	Quantity	UOM	Item No. and Description	Unit Cost	Extended Cost
				SUB-TOTAL	16866.00
				TOTAL	16866.00
			REMARKS:		

Authorized By:



Purchasing Agent



Finance

Contractor's License Numbers
 AZROC-111922-CLA
 AZROC-095189-C13
 NV-49496 Limit \$5,000,000
 CA-781952-C12
 C5 74079



Phoenix - Tucson - Las Vegas - Bullhead City - Albuquerque

5805 Emerald Ave
 Las Vegas, NV 89122
 O: (702) 563-6872
 F: (702) 966-3778
 www.sunlandasphalt.com

PROPOSAL

PROPOSAL

Client: City of Kingman 310 N Fourth St Kingman, AZ 86401	Contact: Mike Prior 8914 O: (928) 753- 5564 F: (928) 753-6867	Job: Sycamore Mill & Fill Sycamore Kingman, AZ 86401	Date Written : 1/20/2015 Proposal Number : 63236 T-Line Number : UJ9A0011CS Project Consultant: John Crocker
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We propose to furnish all labor, material, and equipment necessary to complete the work as outlined below in accordance with the plans and specifications submitted herewith, to wit:

OPTION #1 - 2" Mill And Pave - BLUE AREA

- 18-100 Mill approx. 530 square yards of existing pavement to a depth of 2" and haul off-site.
 - 28-233 Power sweep/clean asphalt surface. (Approx. 530 SY)
 - 06-035 Tack coat approx. 530 square yards using SS1H asphalt emulsion.
 - 27-205 Pave approx. 530 SY with 1/2" asphalt to an average finished depth of 2" after compaction with a steel wheeled vibratory roller. (This proposal is based on performing the work in 1 section(s).)
 - 06-035 Fog seal approx. 530 square yards using SS1H asphalt emulsion. (This proposal is based on performing the work in 1 section(s).)
- Sub Total : \$11,875.00

OPTION # 2 - 2" Mill And Pave - GREEN AREA

- 18-100 Mill approx. 175 square yards to a depth of 2" and haul off-site.
 - 28-233 Power sweep/clean asphalt surface. (Approx. 175 SY)
 - 06-035 Tack coat approx. 175 square yards using SS1H asphalt emulsion.
 - 27-205 Pave approx. 175 SY with 1/2" asphalt to an average finished depth of 2" after compaction with a steel wheeled vibratory roller. (This proposal is based on performing the work in 1 section(s).)
 - 06-035 Fog seal approx. 175 square yards using SS1H asphalt emulsion. (This proposal is based on performing the work in 1 section(s).)
- Sub Total : \$4,991.00

*****Work must be performed while Sunland has Sycamore Street closed to traffic.**
*****Pavement markings by others.**

NOTE: IMPORTANT NOTICE: Due to the severe volatility of the world oil market, the price on this proposal is for work completed before 3/31/2015. If work is completed after this date, regardless of cause or fault, pricing will be adjusted to reflect material costs at the time of delivery to the project. All materials and work affected by the oil market are dependant on availability of materials and pricing at the time of completion of the work.

ACCEPTANCE OF PROPOSAL

TERMS: NET 15 DAYS

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Sunland Asphalt may withdraw this proposal if not accepted within 30 days, or if pricing becomes invalid within the notice above.

Sunland Asphalt
 Authorized Signature : _____
 Name : **John Crocker**
 Designation : **Project Consultant**

Client
 Authorized Signature : *Michel A. Prior*
 Name : **Michel A. Prior, C.O.K. Assistant City Eng.**
 Date : **1-26-2015**

SUNLAND ASPHALT TERMS AND CONDITIONS

All materials guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, and delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All jobs are subject to prelien.

Sunland Asphalt Terms and Conditions

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

1. PAYMENT

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

2. INTEREST AND EXPENSES

All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

3. ATTORNEYS' FEES

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

4. CONTINUED PERFORMANCE

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

5. BACKCHARGES

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

6. WORK AREAS

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

7. TIME FOR PERFORMANCE

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

9. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

10. NOTICE

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

11. LIEN RIGHTS

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

12. LABOR

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

13. LIQUIDATED DAMAGES

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

14. SCHEDULE

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

15. INSURANCE RESTRICTION

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

16. INDEMNITY, HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.

17. RIGHT TO RELY

Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

18. HAZARDOUS WASTE

Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.

19. DISPUTE RESOLUTION

Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

Rob Owen

From: Mike Prior
Sent: Thursday, January 22, 2015 3:08 PM
To: Trinna Ware
Cc: John Dougherty; Rob Owen; Greg Henry; Bob McFadyen
Subject: Emergency PO for Sycamore 2" Mill/Fill
Attachments: SunlandProposal.pdf; SycamoreRepavingLimits.pdf; SycamorePhoto.pdf; SurfacePastInvoice.pdf

Hi Trinna,

Sunland Asphalt is completing a mill and fill project on the Walmart parking lot. Sycamore Avenue from SHR to the Walmart property will be closed for short durations for the Walmart work next week. The pavement on this section of Sycamore Avenue is in poor shape and have similar distress as the Walmart parking lot. The same treatment as what is being done on this parking lot would benefit this section of Sycamore Avenue. Since traffic control and mobilization costs are already paid for by the Walmart job, we asked this company to provide a quote for this section of Sycamore Avenue. The proposal price is very good, but we are very limited on time to get two additional quotes. I also think that it would be very difficult to get a lower price given the small quantities and heavy traffic. The closure of Sycamore Avenue is scheduled for next week so the work on Sycamore Avenue will need to also happen next week. If these conditions are acceptable and funding is available, I would highly recommend we consider completing an Emergency Purchase Order for this work. Either Engineering or Public Work will need to get Council approval on this item after the fact.

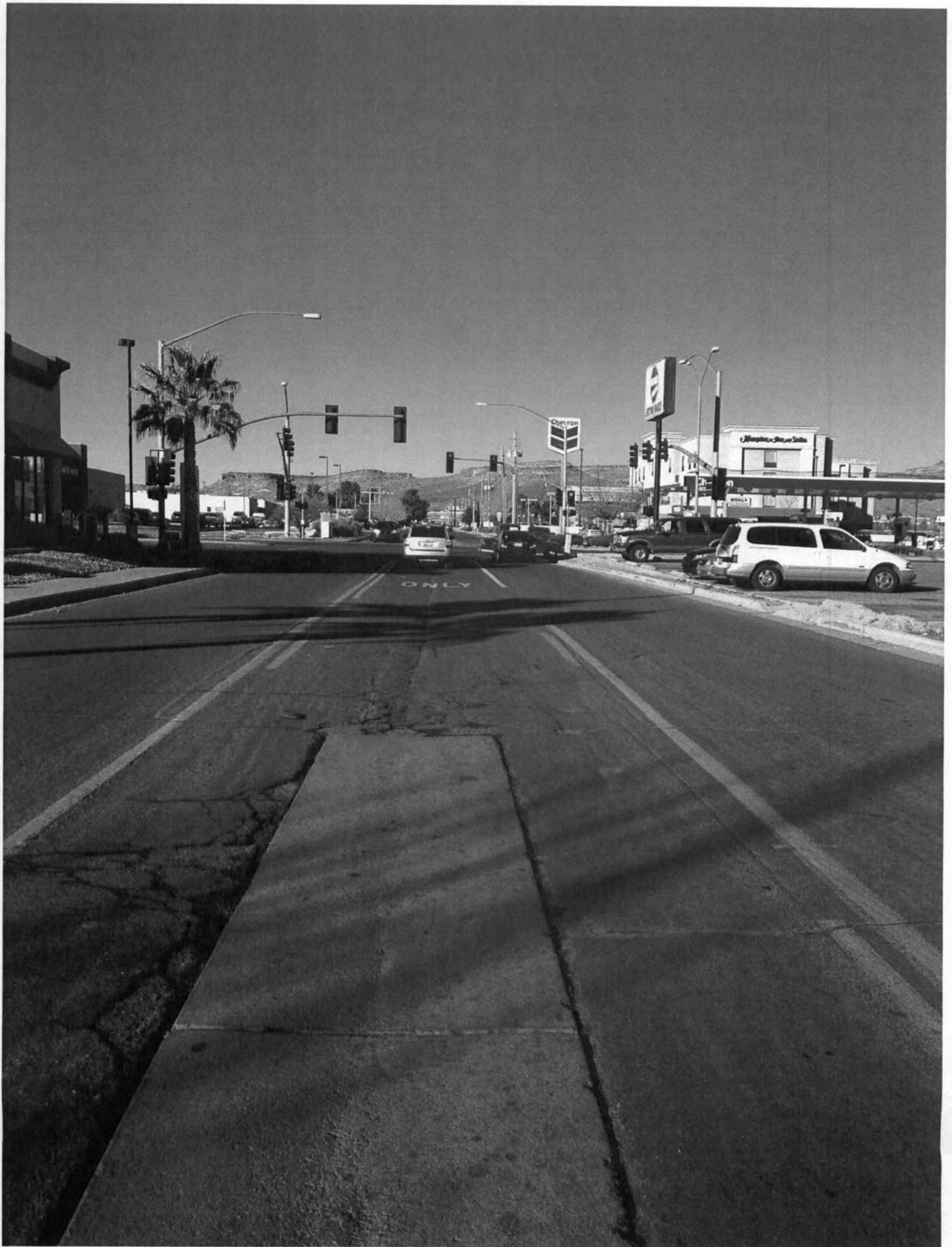
If acceptable, Rob will need to provide Account number for this purchase order.

Cost Breakdown –

Sunland proposal is \$16,866 for 705 SY of 2" mill/fill with fog seal. This is \$23.92 per SY.

Surface Contracting did a similar project on the adjacent section of Sycamore Avenue in 2009. Their cost was \$31,290.93 for 600 SY of 2" mill/fill but no fog seal. This is \$46.83 per SY if you do not include what it costs to raise/lower valves and manholes.

Please feel free to give me a call if you have any questions. Thank you...Mike





Limits of Previous Repaving

Option 2
175 S.Y. Mill/Fill

Option 1
530 S.Y. Mill/Fill

40'

39'

119'

Google earth

1997

Imagery Date: 4/21/2013 35°13'19.91" N 114°02'07.74" W elev 3423 ft eye alt 3631 ft

**ARTICLE X.
CITY PROCUREMENT CODE¹**

Sec. 2-159 In general.

(a) The city manager shall be the purchasing agent for the City of Kingman. Unless otherwise required by state law, no purchase or contract for services of any kind or description, payment for which is to be made from funds of the city, shall be made by the purchasing agent, or any officer, employee or agent of the city, except in the manner set forth in this article.

(b) The city manager shall issue direction to staff providing for a centralized purchasing procedure, a procedure for disposition of surplus property and a periodic inventory of city property.

(c) This article shall apply to the purchase, rent or lease of non-construction-related supplies, services and personal property for the City of Kingman. For requirements for the procurement of construction services and related materials and architecture and engineering services, see A.R.S. § 34-201, et seq.

(d) Except as otherwise provided in this article, city purchases of, or contracts for goods or services, other than in connection with the construction of public buildings and public works improvements, shall be made according to the following procedure:

(1) Under \$5,000.00. Whenever any contemplated purchase of, or contract for, goods or services is for the sum of less than five thousand dollars (\$5,000.00), the purchasing agent may purchase the item or items as needed without further formality.

(2) \$5,000.00 to \$25,000.00. Whenever any contemplated purchase of, or contract for, goods or services is for the sum of at least five thousand dollars (\$5,000.00) but not more than twenty-five thousand dollars (\$25,000.00), the purchasing agent shall solicit at least three (3) proposals, either written or oral, for the item or service. The purchasing agent shall document the substance of the proposals and shall procure the goods or services from the vendor whose proposal best meets the needs and interests of the city, in terms of cost, specifications and qualifications of the vendor.

(3) \$25,000.00 and over. Whenever any contemplated purchase of, or contract for, goods or services is for the sum of twenty-five thousand dollars (\$25,000.00) or more, the purchasing agent shall subject the purchase or contract to the formal competitive bidding process in accordance with section 2-161.

(4) When council approval is required. No contract of twenty-five thousand dollars (\$25,000.00) or more shall be let except with the approval of the common council. Whenever any contemplated purchase or contract for services is for the sum of twenty-five thousand dollars (\$25,000.00) or more, the purchasing agent shall present the bids to the

council for approval, and advise the council of the advantages or disadvantages of contract and bid proposals.

(Ord. No. 1239, § 2, 12-20-99)

Sec. 2-160 Exceptions to the formal bidding requirement.

In the following instances, any applicable formal bidding requirement is waived, provided that purchases or contracts of twenty-five thousand dollars (\$25,000.00) or more shall be subject to approval by the common council.

(a) Council discretion. Whenever competitive bidding would be otherwise required under this article, if it is determined that the use of competitive sealed bidding is either not practicable or not advantageous to this city, the purchasing agent shall prepare a written report to the common council and the council may authorize an alternative procedure, taking into consideration the need to provide for fair competition and, at the same time, the need to serve the best interests of the city.

(b) Emergency purchases. In case of an emergency which requires immediate purchases of supplies or services and time is of the essence, the mayor shall be empowered to authorize the purchasing agent to purchase or secure services without complying with procedures as set forth above. A full report in writing of the circumstances of any emergency purchase shall be filed by the purchasing agent with the common council at its next meeting.

(c) Sole source. Contracts may be awarded for goods and services covered by this article without competitive bidding if the purchasing agent determines in writing that there is only one source for the required goods or services. The purchasing agent may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination of the basis for the sole source procurement shall be included in the contract file.

(d) Professional services. The purchasing agent may suspend the application of section 2-159 in the employment of professional services. For purposes of this section, "professional services" means the furnishing of labor, time or effort by a contractor or subcontractor engaged in an activity of special skill or experience which does not involve the delivery of a specific end product other than required reports and performance directly related to his/her specialized field or occupation. Such services shall include, but not be limited to, the following: physicians, attorneys, expert witnesses, appraisers, consultants, equipment maintenance and technical support, etc.

(e) Cooperative purchasing. Section 2-159 shall not apply to purchases made by, through or with any United States Federal, state, or political subdivisions thereof. The city may make purchases or award contracts for services without a formal bidding process whenever other governmental units have done so pursuant to competitive bidding for the same item or service if, in the opinion

of the purchasing agent, a separate bidding process is not likely to result in a lower price for such items or services.

(f) Petroleum products. Unless required by the council, this article shall not apply to the purchase of petroleum products, including gas, oil and diesel fuel.

(g) Used items. The purchasing agent may purchase used items without competitive bidding.

(Ord. No. 1239, § 2, 12-20-99; Ord. No. 1598, § 1, 11-19-07)

Sec. 2-161 Bidding.

Whenever formal bidding is required under this article, the purchasing agent and all parties contracting with the city for the goods and services covered by this article shall follow the procedure hereinafter set forth in relation to all bidding.

(a) The purchasing agent shall cause a notice of invitation for bids to be published in one issue of a newspaper of general circulation within the city no less than ten (10) days prior to the date set for receipt and opening of the bids. All notices shall state the time and place for receipt of bids, the time and place for opening and where the invitation for bids and a complete set of specifications may be obtained. The notice shall also include a general but brief description of the articles to be purchased or the services to be performed in sufficient detail to enable bidders to determine their desire and ability to bid. In addition, the purchasing agent shall post the notice of invitation for bids in the city complex and may also mail a copy of the notice and invitation for bids to responsible prospective suppliers.

(b) All bids shall bear the original signature of a responsible agent of the bidder, shall be physically delivered to the city clerk by mail or other means before the time set for receipt of bids, shall be submitted in a sealed envelope or other container and shall be identified as bids for specified items or services on the envelope or container. Unsealed bids or bids delivered by facsimile or other electronic means shall not be considered.

(c) Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as may be specified by rule, together with the name of each bidder shall be recorded. This record shall be open to public inspection at the bid opening in a manner prescribed by rule. The bid documents in their entirety shall not be open for public inspection until a contract is brought to council for approval, at which time all bid materials shall be public information in accordance with section 2-164.

(d) A tabulation of all bids received shall be posted for at least five (5) days in the city complex for public inspection.

(e) The purchasing agent may require bid guarantees for up to five (5) per cent of the amount of the bid. The bid guarantee shall consist of a certified check, cashier's check, letter of credit or

surety bond and shall guarantee that the contractor or bidder will enter into a contract or provide the product in accordance with the bid, and shall constitute liquidated damages in the event of failure or refusal to enter into the contract or provide the product. The bid guarantee shall be returned to any bidder whose proposal is not accepted, and to the successful bidder upon the execution of a satisfactory contract, or delivery of product or service. The purchasing agent under subsections (d)(1) and (2) of section 2-159, and the common council under subsection (4) of section 2-159, may waive minor informalities and may reject any and all bids and parts of all bids and, in its discretion, to readvertise or re-solicit bids or to delay award.

(Ord. No. 1239, § 2, 12-20-99)

Sec. 2-162 Determination of lowest responsible bidder.

Unless the council or purchasing agent shall exercise the right of rejection as provided by section 2-161(6), the purchase or contract shall be made from or with the lowest responsible bidder for the entire purchase or contract or for any part thereof. In determining the lowest responsible bidder, the council and purchasing agent shall consider:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the goods or services required.
- (b) Whether the bid is materially responsive to the invitation for bids and whether the bidder can otherwise perform the contract or provide the goods or services promptly or within the specified time, without delay or interference.
- (c) The quality of performance of previous contracts with the city and/or other government agencies; i.e., previous and current demonstration of the bidder's ability to complete projects in a timely manner, within the bid price submitted and in accordance bid specifications and contract terms and conditions.
- (d) The previous and existing compliance by the bidder with laws and ordinances of the city.
- (e) The financial resources and ability of the bidder to perform the contract.
- (f) The quality, availability and adaptability of the supplies or services.

(Ord. No. 1239, § 2, 12-20-99)

Sec. 2-163 Performance and payment bonds.

In an invitation for bids, the purchasing agent may require a performance and/or payment bond for such amount as he may deem sufficient to secure the execution of the contract for the best interest of the city. An acceptable performance or payment bond shall consist of a certified check, cashier's check, letter of credit or surety bond. Failure to post the required performance and/or

payment bond constitutes a failure to execute a satisfactory contract and shall result in the forfeiture of the bidder's bid guarantee.

(Ord. No. 1239, § 2, 12-20-99)

Sec. 2-164 Public information.

All bids and materials submitted in connection with bids or informal proposals shall be open to the public once a successful bid is to be brought to council for approval or the decision to purchase has been made. Except to the extent the bidder specifically designates in a timely response to the invitation for bids and the purchasing agent concurs, trade secrets or other proprietary data contained in the bid documents or material submitted for proposal shall be public information once a successful bid is to be brought to council for approval or the decision to purchase has been made. For purposes of this article, the terms "trade secrets" and "proprietary data" shall be limited to plans or processes, tools, mechanisms or compounds known only to the bidder and those of his employees with the "need to know." The terms shall not include any information, including but not limited to pricing and promotional data and literature, submitted in direct response to an invitation for bids.

(Ord. No. 1239, § 2, 12-20-99)

Secs. 2-165—2-177. Reserved.

Sec. 2-178 Mistakes in bids.

(a) A bidder may modify or withdraw its bid at any time before bid opening if the modification or withdrawal is received in writing before the time and date set for bid opening in the location designated in the invitation for bids for receipt of bids. A bidder or the bidders authorized representative may withdraw the bid in person if, before the time and date set for bid opening, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

(b) After bid opening, a bid mistake may not be corrected or withdrawn, except that the bid may be withdrawn, in which event the bidder shall forfeit any bid guarantee.

(Ord. No. 1239, § 2, 12-20-99)

Sec. 2-179 Protests and appeals.

Any bidder wishing to protest the bidding procedure shall file a written objection setting forth the grounds for the protest with the city clerk within five (5) days of the bid opening. The city manager shall review and decide on the protest as soon as practicable, but not less than ten (10) days after the protest is filed. The city manager shall immediately notify the objecting bidder of his determination. The objecting bidder may appeal the city manager's decision by filing a written notice with the city clerk within five (5) days of the decision. Council shall conduct a hearing at the next regular or special meeting.

(Ord. No. 1239, § 2, 12-20-99)

Sec. 2-180 Disposal of dangerous weapons.

(a) The City of Kingman shall not sell any deadly weapon, dangerous instrument or explosive that was used, possessed, or displayed in any criminal offense regardless of whether a conviction was obtained. The Kingman police department may retain any deadly weapon, dangerous instrument or explosive for training purposes or other department uses.

(b) Upon forfeiture of any deadly weapon, dangerous instrument, or explosive by order of any court, that item shall be destroyed unless the Kingman police department shows that the item has practical value for training or other department uses, or if the item has historical value. In that event, the weapon may be retained by the City of Kingman and/or loaned to a museum for display purposes.

(Ord. No. 1694, § 1, 12-7-10)

Secs. 2-181—2-189. Reserved.

1

Editor's note: Section 1 of Ord. No. 1239, adopted Dec. 20, 1999, repealed Art. X, purchasing policy, and section 2 enacted similar provisions to read as herein set out. Former Art. X contained §§ 2-159—2-179 and derived from Ord. No. 591, adopted Oct. 21, 1985; Ord. No. 596, adopted Jan. 20, 1986; Ord. No. 693, adopted Dec. 7, 1987; Ord. No. 746, adopted June 5, 1989; Ord. No. 828, adopted June 4, 1990; Ord. No. 829-R, adopted June 18, 1990; Ord. No. 890, adopted Dec. 2, 1991; and Ord. No. 1070, adopted Feb. 5, 1996.

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Development Services Department

MEETING DATE: Tuesday, March 3, 2015

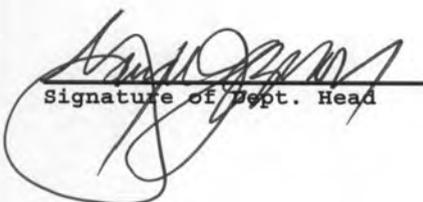
AGENDA SUBJECT: Sale of City owned property 854 Berk Avenue.

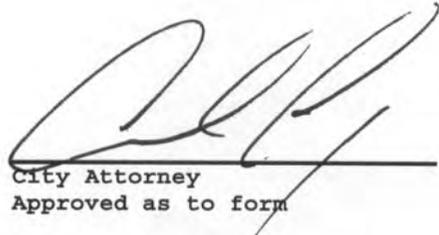
SUMMARY: On Monday, February 23, 2015 the City received two qualified proposals in response to our advertised bid offering to auction the City owned property at 854 Berk Avenue, a 1984 single wide mobile home acquired by the City in 2011 through our CDBG Housing Rehab Program. This property appraised for \$10,000 in 2013 and had a minimum bid of \$11,000 to be sold "AS IS". The results received are as follows: Clayton Bryan submitted \$11,200 and Sara Wilcox submitted \$14,500. Funds generated by this action will be added to the City's CDBG Housing Rehab program budget for future CDBG projects. Staff recommends awarding this to the highest bidder, Ms. Wilcox for \$14,500.

ATTACHMENT: Bidder's tabulation sheet

FISCAL IMPACT: CDBG Revenue of \$11,500

STAFF RECOMMENDATION: Recommend awarding the sale of 854 Berk Avenue to Sara Wilcox for \$14,500.


Signature of Dept. Head


City Attorney
Approved as to form


City Manager's Review

AGENDA ITEM: 4i

**CITY OF KINGMAN
RESOLUTION NO 4936**

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN ARIZONA AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY LOCATED AT 854 BERK AVENUE, KINGMAN ARIZONA.

WHEREAS, the City of Kingman is the owner of one residential parcel described as 0.1 acres, Sec 21N, 17W 12, Kingman Country Club Addition Unit 1 Blk 13, Lot 6; and

WHEREAS, pursuant to ARS § 9-401, *et seq.*, the City may sell surplus property as the City's interests may require; and

WHEREAS, the Mayor and Common Council (the City Council) of the City of Kingman desires to sell whatever right, title or interest the City has in the property.; and

WHEREAS, the City Council has determined that a sealed bid sale of the property conducted in accordance with ARS § 9-402, *et seq.*, is in the best interest of the City.

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

SECTION 1. That the sale of the property described as 0.1 acres, Sec 21N, 17W 12, Kingman Country Club Addition Unit 1 Blk 13, Lot 6 is hereby approved.

SECTION 2. That the City Manager or authorized designee has been hereby authorized and directed to advertise for and receive sealed bids for the sale of 854 Berk Avenue in accordance with ARS § 9-402 and under the following additional terms and conditions:

1. That the City reserves the right to reject any or all bids.
2. That the minimum bid for this property shall be \$11,000.
3. That all bidders whose bids are accepted by the City shall deposit 100% of the bid amount into escrow within 15 days after notice that bid has been accepted, pursuant to such escrow instructions as determined by the City Attorney. Failure by the successful bidder to make the required deposit shall result in the bid being disqualified and returned to the bidder. Thereafter, the City may either offer the parcel to the next highest bidder or return the parcel for later use or sale.

SECTION 3. That the Mayor, City Manager, City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

Passed and adopted by the City Council of Kingman Arizona this 17th day of February 2015.

(Richard Anderson, Mayor)

ATTEST:

APPROVED AS TO FORM:

[City Clerk]

[City Attorney]

Bidder's Tabulation Sheet

PROJECT:

City of Kingman Development Services - 854 Berk Ave

BID OPENING:

2/23/2015 15:00

BUDGETED AMOUNT:

BIDDERS NAME AND ADDRESS	Spec Received	Addendum	Bid Bond Attached	BID PROPOSAL						
				CONTRACT PRICE	ALTERNATES					
					BID A	BID B	BID C	BID D	BID E	
Sara L. Wilcox 3500 Harrison St. #5E Kingman, AZ 86401					14,500 ⁰⁰					
Clayton Bryan 2143 Florence Ave Kingman, AZ 86401					11,200 ⁰⁰					

Present: Erin Roper
Sydney Munk

Posted By: SMunk
 Date & Time: 2/23/15 15:20

Witnessed By: _____

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Mike Meersman, Parks and Recreation Director

MEETING DATE: March 3, 2015

AGENDA SUBJECT: Ordinance 1790 - Creating the Parks, Recreation & Aquatics
Commission

SUMMARY: The Parks & Recreation Commission voted to recommend reducing the size of the commission from nine (9) to seven (7) members, which requires revising the Kingman Municipal Code. Upon creating the new Ordinance, staff discovered the commission was never formally established. Ordinance 1790 will create the commission in the Kingman Municipal Code.

ATTACHMENT: Ordinance 1790.

STAFF RECOMMENDATION: Staff recommends approving Ordinance 1790.

Signature of Dept. Head



City Attorney's Review



City Manager's Review

AGENDA ITEM: *6a*

CITY OF KINGMAN

ORDINANCE NO. 1790

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, AMENDING CHAPTER 2, ARTICLE IX, OF THE CITY OF KINGMAN CODE OF ORDINANCES BY ADDING DIVISION 6, CREATING A PARKS, RECREATION AND AQUATICS COMMISSION

WHEREAS, the Mayor and the Common Council have determined that the public health, safety and welfare will be promoted by amending the following provision to the City of Kingman Code of Ordinances;

WHEREAS, the Mayor and the Common Council have determined that it is in the best interest of the City of Kingman to modify the City Code to create a Parks, Recreation and Aquatics Commission that is subject to the rules, regulations and policies adopted by the Mayor and Common Council;

WHEREAS, the Mayor and Common Council have determined that the Parks, Recreation and Aquatics Commission will serve in an advisory capacity to the Common Council on parks, recreation and aquatics matters;

NOW THEREFORE, BE IT ORDAINED by the Mayor and the Common Council of the City of Kingman, Arizona as follows:

SECTION 1 Chapter 2, Article IX of the Code of Ordinances of the City of Kingman is amended by adding Division 6, Section 2-158.50 et. al. to read as follows:

DIVISION 6. PARKS, RECREATION AND AQUATICS COMMISSION

Section 2-158.50 Establishment; Purpose

A parks, recreation and aquatics commission is hereby created to serve as an advisory group to the Common Council on parks, recreation and aquatics issues within the City.

Section 2-158.51 Membership

The parks, recreation and aquatics commission shall be comprised of seven (7) members of the public.

Section 2-158.52 Responsibilities

1. Review and make recommendations on citizen requests for park, recreation and aquatics improvements.
2. Coordinate recreation activities and the use of City, County and School facilities for such activities.
3. Coordinate special interest activities such as Adult Basketball, Adult Volleyball, Youth Basketball, Youth Volleyball, Sports Camps, Aquatic and Health Safety Trainings, Fitness and Exercise, Trips and Excursions etc.
4. The promotion of recreation programs and activities.
5. Evaluate the need for and recommend to the Council improvements to City Parks, Recreation and Aquatic facilities.

Section 2 If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any

reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on March 3, 2015.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members
FROM: Sheri Furr, Public Transit Superintendent
MEETING DATE: March 3, 2015
AGENDA SUBJECT: Ordinance No. 1794 to reduce the number of Transit Advisory Commission (TAC) members

SUMMARY: Kingman Area Regional Transit (KART) would like to reduce the number of members required to serve on the Transit Advisory Commission (TAC) due to lack of active members and applicants.

Chapter 2, Article IX, Section 2-158.62 of the Kingman Municipal Code of Ordinances currently states:

The transit advisory commission shall be composed of seven (7) members appointed by the mayor and council. Membership on the commission shall consist of:

- A representative of the elderly in the community;
- A representative of the disabled in the community;
- A representative of the passengers of the community;
- A representative of the social services agencies in the community;
- A representative of the businesses in the community;
- Two (2) at-large members.

There are currently just three (3) active TAC members. The existing membership level of seven (7) requires a minimum of four (4) members to be present to have a quorum.

KART is requesting that Article IX, Section 2-158.62 be changed to state:

The transit advisory commission shall be composed of five (5) members appointed by the mayor and council. Membership on the commission must include representation from the elderly, disabled, local business, and other key stakeholder communities.

This change would allow TAC to hold regular meetings with as few as three (3) members present for a quorum while still meeting ADOT requirements for Section 5311 grant funding.

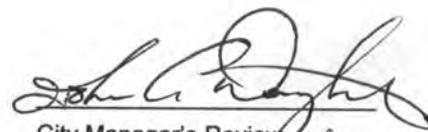
ATTACHMENT: Article IX, Section 2-158.62 of the Kingman Municipal Code of Ordinances
Ordinance No. 1794

FISCAL IMPACT: None

STAFF RECOMMENDATION: Staff recommends revising Article IX, Section 2-158-62 as requested.


Signature of Dept. Head


City Attorney's Review


City Manager's Review
6b

CITY OF KINGMAN

ORDINANCE NO. 1794

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, AMENDING CHAPTER 2, ARTICLE IX, OF THE CITY OF KINGMAN CODE OF ORDINANCES BY AMENDING SECTION 2-158.62 TO REDUCE THE NUMBER OF MEMBERS OF THE COMMISSION FROM SEVEN TO FIVE.

WHEREAS, the Mayor and Common Council has determined that the public health, safety, and welfare will be promoted by amending the following provision to the City of Kingman Code of Ordinances.

WHEREAS, the Mayor and Common Council has determined that a seven member body is too large and creates difficulties in gathering a quorum;

WHEREAS, the Mayor and Common Council has determined that it would benefit the City, if the Transit Advisory Commission reduced the number of members of the body to five members;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the City of Kingman, Arizona as follows:

SECTION 1 Chapter 2, Article IX of the Code of Ordinances of the City of Kingman, is amended by strikeout and bold capital to change Section 2-158.62, to read as follows

Sec. 2-158.62 Membership.

The transit advisory commission shall be composed of seven (FIVE) (7 5) members appointed by the mayor and council. Membership on the commission shall consist of: HAVE REPRESENTATION FROM THE ELDERLY, DISABLED, LOCAL BUSINESS, AND OTHER KEY STAKEHOLDER COMMUNITIES.

- *A representative of the elderly in the community;
- *A representative of the disabled in the community;
- *A representative of the passengers of the community;
- *A representative of the social services agencies in the community;
- *A representative of the businesses in the community;
- *Two (2) at-large members.

SECTION 2 If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on _____, 2015

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

Secs. 2-158.32—2-158.39. Reserved.

DIVISION 5. GOLF COURSE ADVISORY COMMISSION⁶**Sec. 2-158.40 Created; purpose.**

A golf course advisory commission is hereby created for the purpose of assisting the common council in establishing and maintaining a policy for the use of the municipal golf course.

(Res. No. 1111, § 1, 12-15-86)

Sec. 2-158.41 Membership.

The golf course commission shall be comprised of seven (7) members of the public. The golf pro and parks and recreations director shall act as nonvoting members of the commission.

(Res. No. 1111, § 2, 12-15-86)

Sec. 2-158.42 Function.

The golf course commission shall advise and recommend to council policy with respect to the current use and future needs of the golf course.

(Res. No. 1111, § 3, 12-15-86)

Secs. 2-158.43—2-158.49. Reserved.

DIVISION 6. RESERVED⁷**Secs. 2-158.50—2-158.59. Reserved.**

DIVISION 7. TRANSIT ADVISORY COMMISSION**Sec. 2-158.60 Establishment.**

A public transit commission is hereby created to serve as an advisory group to the common council on public transportation issues within the city and the surrounding area.

(Ord. No. 1326, § 1, 3-4-02)

Sec. 2-158.61 Purpose.

The transit advisory commission is established by the guidelines of Section 5311 Program Guidelines for the Arizona Department of Transportation. The commission will act in an advisory capacity to the city council in the development of the transit program and guide future planning of that program(s) to assure that the public transit system meets the needs of the majority of people in the Kingman area.

(Ord. No. 1326, § 1, 3-4-02)

Sec. 2-158.62 Membership.

The transit advisory commission shall be composed of seven (7) members appointed by the mayor and council. Membership on the commission shall consist of:

- A representative of the elderly in the community;
- A representative of the disabled in the community;
- A representative of the passengers of the community;
- A representative of the social services agencies in the community;
- A representative of the businesses in the community;
- Two (2) at-large members.

(Ord. No. 1326, § 1, 3-4-02)

DIVISION 8. ECONOMIC DEVELOPMENT AND MARKETING COMMISSION

Sec. 2-158.70 Establishment.

An economic development and marketing commission is established to make recommendations and assist the Kingman common council in economic development and marketing strategies and policies for the City of Kingman.

(Ord. No. 1667, § 1, 10-19-09)

Sec. 2-158.71 Responsibilities.

The economic development and marketing commission shall advise and recommend policy to council concerning:

- (a) Develop and maintain programs to help in the maintenance and expansion of existing business, industrial and commercial enterprises.
- (b) Promote economic development and to establish a framework to be utilized in coordinating local, state and federal efforts to attract and encourage sound economic growth in the city.
- (c) The establishment of a civic and economic climate that will encourage the expansion of existing business and attract new businesses within the city limits.
- (d) The creation and maintenance of informational resources to assist in the promotion of economic development and marketing strategies for the city, existing businesses, and potential businesses.

(Ord. No. 1667, § 1, 10-19-09)

Sec. 2-158.72 Membership.

The economic development and marketing commission shall be composed of seven (7) members of the general public with a staff liaison and one (1) nonvoting council liaison. The commission shall have a balanced membership composed of representatives from various businesses, professions, and knowledge bases.