

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

**5:30 P.M.**

**AGENDA**

**Tuesday, July 21, 2015**

**REGULAR MEETING**

**CALL TO ORDER & ROLL CALL**

**INVOCATION** will be given by Jerry Dunn of Oak Street Baptist

**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 and Executive Session minutes of July 7, 2015**

**2. APPOINTMENTS**

**a. Appointment to the Local Public Safety Personnel Retirement System (PSPRS)**

With the retirement of Sergeant Lyman Watson there is a vacancy on the PSPRS Board. Sergeant Michael Godfrey has volunteered to represent police personnel with the City of Kingman on this board. At their meeting of July 10, 2015 the PSPRS Board voted 5-0 to recommend appointment of Sergeant Godfrey. **Staff recommends approval.**

**b. Reappointment of members to the Youth Advisory Commission (YAC)**

Appointments to YAC are made for one year terms. There are currently four members: Angelique Shumway, Donovan Shumway, Robert Trujillo and Holland McLean. All four members have expressed interest in being reappointed to the commission. **Staff recommends reappointment.**

**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. Transfer ownership of a 2014 Dodge Caravan from the Kingman Police Department to the Mohave County Attorney's Office**

On January 15, 2015 a 2014 Dodge Caravan (VIN #2C4RDDGBG1ER406770) was forfeited to the State Arizona and allocated to the Kingman Police Department/M.A.G.N.E.T. The vehicle was seized for forfeiture as a result of a criminal investigation by the M.A.G.N .E.T. Task Force. The City of Kingman serves as the fiduciary for M.A.G.N.E.T. and was therefore awarded the

forfeiture on behalf of the task force. The M.A.G.N.E.T. Board of Directors voted unanimously to approve a request to transfer ownership of the above listed vehicle from the Kingman Police Department to the Mohave County Attorney's Office. Upon approval of the City of Kingman Council the vehicle will be transferred to the Mohave County Attorney's Office. **Staff recommends approval.**

**b. Grant of Utility Easement for UniSource Electric, Inc. at the Mohave Museum of History and Arts located at 400 Beale Street (Project No. ENG15-044)**

The City of Kingman is the owner of a 1.76 acre parcel (Parcel 304-18-007) which is the location of the Mohave Museum of History and Arts. The parcel is located south of the intersection of Grandview Avenue and Beale Street at 400 Beale Street. The proposed easement will make it possible for UniSource Electric, Inc. to relocate an existing power pole and accompanying guy-wires and anchors southward to the boundary of this parcel to an open location and out from the Mohave Museum parking lot. The relocation will provide for additional parking spaces, allow for more flexibility in the parking lot layout, and reduce the risk of the power pole and guy-wires from being hit by vehicles. The easement request has been sent out for Staff review with no objections or comments received. The easement request was presented to the Mohave Museum Board of Trustees by the Museum Director at their June 18th meeting with no objections to the granting of the easement. **Staff recommends granting the utility easement for UniSource Electric, Inc.**

**c. Resolution 4963 accepting certain completed improvements in Walleck Ranch, Tract 1961-H, releasing property escrow assurance, and accepting new cash escrow assurance for uncompleted sidewalks**

Walleck Ranch, Tract 1961-H, recorded on September 20, 2010 included two property escrow assurance agreements. One agreement was released in November 2010 and a separate sidewalk cash escrow assurance was accepted along Alan Ladd Drive. On March 5, 2013 the Council passed Resolution 4828 which released the other property escrow assurance on the balance of the subdivision, accepted a cash assurance for sidewalks along Robert Mitchum Drive, and accepted a new property escrow assurance for the lots adjoining Rex Allen Drive and Brown Way. All subdivision improvements, except for sidewalks and four street signs, have been completed along Rex Allen Drive and Brown Way. A sidewalk cash assurance has been offered by Pioneer Title for the completion of sidewalks and street signs along Rex Allen Drive and Brown Way in the amount of \$25,334.40. The amount, including a required 30% contingency, was approved by the City Engineer. This resolution will authorize the City Engineer to release portions of the cash escrow account in an amount equal to 90% of the per foot cost of the sidewalk in front of the constructed homes; however, all sidewalks must be completed within 18 months or when 80% of the lots are built upon and six months lapses between the last certificate of occupancy and the issuance of a new building permit unless an extension of time is granted by the Kingman Common Council. Final release of the remaining cash assurance will occur after the completion of a 12-month guarantee period after all sidewalks are completed and the Council authorizes their conditional acceptance into the City's maintenance system. **Staff recommends approval.**

**d. Resolution 4964 approving the final subdivision plat, improvement plans, and a cash escrow assurance for Sunrise Business Park, Tract 6037**

A request was received from Pioneer Title Agency, Inc., under Lingenfelter Family Trust, property owner, and Mohave Engineering Associates, engineer, for the approval of a final subdivision plat, improvement plans and cash escrow assurance for Sunrise Business Park, Tract

6037. The subject property is zoned C-3: Commercial, Service Business and is located along the north side of Detroit Avenue and east of Western Avenue. The subdivision is proposed to have five commercial lots on 10.74 acres. The subdivision will consist of two public streets - Sunrise Avenue and La Salle Street. The eastern half of the right-of-way for La Salle Street is being dedicated by the Mohave Community College Foundation. It should be noted that the proposed right-of-way will encroach about 10-feet on an existing 15-foot wide electrical easement. This easement provides prior rights to the utility, meaning they will likely not have to conform to the City franchise agreement with respect to repairs and maintenance of this facility. The final plat, final drainage report, improvement plans, traffic impact analysis, and engineer's opinion of probable cost have been reviewed. There were a number of issues to be resolved regarding the improvement plans. The final plat is in accordance with the requirements of Resolution 4917 which approved the preliminary plat for Sunrise Business Park, Tract 6037 on November 4, 2014. A cash escrow assurance is proposed to be offered by the property owner to assure the completion of all off-site subdivision improvements. The amount is required to be 130% of the approved engineer's cost estimate as required by the Subdivision Ordinance. **Staff recommends approving Resolution 4964 if remaining issues with the improvement plans are addressed and cash escrow assurance equal to 130% of the engineer's cost estimate is submitted.**

**e. Resolution 4962 approving an Arizona State Forestry Division Cooperative Intergovernmental Agreement**

The City of Kingman and the State of Arizona have a Cooperative Intergovernmental Agreement currently in force effective 2003 along with the State Foresters Cooperative Fire Rate Agreement. These agreements are being revised based upon the new rates contained within the Cooperative Fire Rate Agreement. **Staff recommends approval.**

**5. OLD BUSINESS**

**WIFA loan consolidation and extension of repayment information**

On June 16, 2015, Council gave staff direction to research the possibility of consolidating and extending repayment of the loans obtained from the Water Infrastructure Finance Authority (WIFA) for the upgrades to the Downtown and Hilltop Wastewater Treatment Plants. Staff will provide Council with the following information as it relates to the City's existing WIFA loans and the City obtaining additional funding from WIFA for water and sewer infrastructure improvements: 1. Restructuring existing loans; 2. Consolidating new and existing loans; 3. Water and sewer infrastructure loan qualifications, terms, and reserve requirements; 4. Pre-payment policy.

**6. NEW BUSINESS**

**a. Acceptance of parcel plat for lot line adjustment for City of Kingman property at Andy Devine Avenue and Fairgrounds Boulevard**

Staff has prepared a parcel plat for City of Kingman property located at the intersection of Andy Devine Avenue and Fairgrounds Boulevard. The plat adjusts the lot lines for the purpose of establishing the Fairgrounds Boulevard right of way (Parcel A). It also establishes a drainage parcel (Parcel C) for the existing channel and drainage improvements on the north side of the property. Parcel B, the commercial property, will be adjusted to include the excess portion of the Fairgrounds Boulevard right of way. The City Surveyor has prepared the plat to conform to all

City/County requirements. The establishment of the Roadway and Drainage parcels will allow the City to maintain such facilities in the future. **Staff recommends approval of the parcel plat.**

**b. Discussion and direction on proposal from the ABC Team for a welcoming arch across Beale Street in Downtown Kingman**

The ABC Team is in the process of working on a welcome arch across Beale Street. Doug Adams of Nucor Steel is looking into the cost of having design work and fabrication done by Nucor. The City Manager is meeting with City Staff (Engineering, Public Works, Developmental Services, Parks and Risk Management) next week to discuss what would be required, should Council approve, to accept this gift. **Staff is looking for guidance on whether Council thinks this is something the City would be interested in pursuing.**

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. 4<sup>th</sup> Street**

**5:30 P.M.**

**MINUTES**

**Tuesday, July 7, 2015**

**REGULAR MEETING**

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

**CALL TO ORDER & ROLL CALL**

Mayor Anderson called the meeting to order at 5:32 P.M. and roll call was taken. All councilmembers were present except for Councilmember Abram who was excused. The invocation was given by John Pool of Praise Chapel 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**

- a. The Regular Meeting and Executive Session minutes of June 16, 2015.**

Councilmember Young made a MOTION to APPROVE the Regular Meeting and Executive Session minutes of June 16, 2015. Councilmember Miles SECONDED and it was APPROVED by a vote of 6-0.

- b. The Special Subcommittee Meeting and Executive Session minutes of June 9, 2015.**

Councilmember Young made a MOTION to APPROVE the Special Subcommittee Meeting and Executive Session minutes of June 9, 2015. Vice-Mayor Wimpee, Sr. SECONDED and it was APPROVED by a vote of 3-0 with Councilmember Carver, Councilmember Miles, Councilmember Yocum and Councilmember Young ABSTAINING.

**c. The Special Meeting and Executive Session minutes of June 24, 2015.**

Vice-Mayor Wimpee, Sr. made a MOTION to APPROVE the Special Meeting and Executive Session minutes of June 24, 2015. Councilmember Young SECONDED and it was APPROVED by a vote of 5-0 with Councilmember Carver ABSTAINING.

**2. APPOINTMENTS**

**a. Appointments to Clean City Commission**

Currently there are two vacancies on the Clean City Commission that were created by the recent resignations of Ron Giesbrecht and David Wolf. At their regular meeting on June 18, 2015 the Clean City Commission reviewed the current Boards and Commissions applications for applicants interested in serving. Two applicants, William Ressegue and Joseph Longoria, were present at the meeting. Mr. Ressegue lives outside of the city limits and Mr. Longoria lives within the city. There are no County residents currently serving on the CCC at this time. In accordance with KMC §2-157(f)(1)c a maximum of two commission members may be non-city residents living within the greater Kingman area. **The commission members voted unanimously, 6-0, to recommend that the City Council appoint William Ressegue and Joseph Longoria to serve on the Clean City Commission.**

Joseph Longoria stated he had a desire to help the City, including furthering beautification efforts and broadening recycling opportunities.

Councilmember Yocum made a MOTION to APPOINT William Ressegue and Joseph Longoria to the Clean City Commission. Councilmember Miles SECONDED and it was APPROVED by a vote of 6-0.

**b. Transit Advisory Commission (TAC) Recommendations for Commission Appointments**

KART TAC has one vacant position with a membership term that will expire October 2016. At a special meeting held June 22, 2015, TAC members reviewed the following applicants: Bill Laity, a previous member whose second term expired and reappointment would require a supermajority vote of Council; Fred D. Gilbert, Jr.; and Gary Seieroe. Mr. Gilbert and Mr. Seieroe were both present at the meeting. Mr. Laity did not attend. After hearing from both applicants who were present, TAC members voted 4-1 to recommend Council appoint Mr. Gilbert to fill the vacant position. Commission member Hupp was the nay vote. The selection of Mr. Gilbert was based largely on his current position as Dean at Mohave Community College (MCC) Neal Campus and the relation that education and MCC in particular have to KART. **Staff agrees with the Transit**

**Advisory Commission's recommendation to appoint Mr. Gilbert to his first term which will expire in October 2016.**

Councilmember Young made a MOTION to APPOINT Fred D. Gilbert, Jr. to the Transit Advisory Commission. Councilmember Yocum SECONDED and it was APPROVED by a vote of 6-0.

**3. RECOGNITION**

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

<b>Yrs of Service</b>	<b>Name</b>	<b>Title</b>	<b>Department</b>
25	Lemelin, Phillip	Equipment Operator B	Sanitation
15	Freed, Joel	Police Sergeant	Police
15	Van Arsdale, Julia	Associate City Magistrate	Court
10	Muhle, Sydney	City Clerk	City Clerk
			Building/Fleet
10	Wolff, Wilfred	Building Maintenance Worker	Maintenance
5	Allred, Phillip	Assistant City Engineer	Engineering
5	Brice, Sandra	Court Clerk	Court
5	Marbury, Frank	Assistant City Engineer	Engineering
5	Matthews, Elizabeth	Recreation Coordinator	Parks & Recreation

**Mayor and Council would like to congratulate the following retirees on their retirement:**

- Lyman Watson who retired from the Police Department on June 5, 2015 with 25 years of outstanding service.
- Ramona Auld who retired from the Police Department on June 5, 2015 with over 21 years of outstanding service.
- Joseph Dorner who retired from the Fire Department on May 22, 2015 with nearly 20 years of outstanding service.
- Linda Semm who retired from the Human Resources Department on April 2, 2015 with over 9 years of outstanding service.

Mayor Anderson presented certificates to the employees who were present and read the list in entirety.

**4. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC**

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

comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes.

Kingman resident Tom Carter stated he was uncomfortable with the City keeping money made from Utility Service Partners water and sewer line insurance policies. Mr. Carter stated the City should donate money made from the policies to the local food bank, Meals on Wheels or community garden.

5. **CONSENT AGENDA**

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

**a. Consideration of Resolution No. 4959 to approve the vacation (abandonment) of the subdivision plat for Cheyenne Estates, Tract 6013.**

This is a request from Angle Homes, Inc., applicant, and Robert J. & Eleanor Villandre, property owners, for the vacation (abandonment) of the subdivision plat for Cheyenne Estates, Tract 6013. This undeveloped subdivision consists of three lots and an unimproved public street, Maya Drive, on 4.28 acres located along the south side of Cheyenne Avenue east of Packsaddle Road. The applicant is requesting the abandonment of the subject subdivision because the required improvements for the subdivision are considered cost prohibitive. A significant portion of the property is also encumbered by two large utility easements, a 100-foot wide gas pipeline easement and a 125-foot wide power line easement, which limit the amount of property that can be developed. If the subdivision is vacated, the property will revert to acreage which would allow one single family home to be constructed on the property. The existing utility easements will remain in place. **The Planning and Zoning Commission met on June 9, 2015 to consider this request and unanimously recommended the approval of the request to vacate Cheyenne Estates, Tract 6013.**

**b. Authorization for the Mayor to sign an agreement with Southwest Energy Solutions for water meter reading.**

The city initially contracted with SES to provide water meter reading services ten years ago. Our current contract expires at the end of July, 2015. The proposed new one-year agreement includes a two cent increase per read. Staff is requesting authorization for the Mayor to sign this agreement with SES for water meter reading services. **Staff recommends authorizing the Mayor to sign the agreement.**

**c. Authorization for the Purchase of an Opticom Preemption System**

The City of Kingman currently has 25 traffic signals equipped with preemption devices that are utilized during emergency response. During the 2014-2015 fiscal year, issues with performance were ongoing due to dated technology and satellite alignment. The fact finding and search for potential solutions resulted in constant communication with our current vendor Advanced Traffic Products. The replacement of all preemption devices was already proposed; however, since the foundation of technology at intersections and in apparatus would remain, a discount was provided on all remaining equipment due to the inconvenience of the current satellite configuration. The current equipment could not be updated due to the age of the equipment and the technology

requirements associated with this system. These devices reduce response times of emergency apparatus and reduce the number of emergency vehicle crashes. This project will ensure that all traffic signals are equipped and up-to-date with the latest GPS technology to enhance response. The replacement of the preemption system was approved in the 2015-2016 Adopted Budget and Capital Improvement Plan. Advanced Safety Products is the sole source provider for the replacement of the preemption system. In accordance with the City's Procurement Code pertaining to sole source providers, staff is requesting authorization for the purchase of the Opticom Preemption System utilizing the bid from Advanced Safety Products in the amount of \$122,328.10. **Staff recommends Council approves acceptance of the bid from Advanced Safety Products in the amount of \$122,328.10**

**d. Resolution No. 4958 Traffic Light Preemption Intergovernmental Agreement**

The Intergovernmental Agreement between Northern Arizona Consolidated Fire District (NACFD) and Kingman, Arizona for the Utilization of Traffic Light Preemption Devices has been revised after review and updating the current language to reflect current operational practices. The City of Kingman and NACFD have a mutual aid and automatic aid agreement currently in force. The City has installed traffic light preemption devices within the city limits and NACFD desires to contract for the use of the installed traffic light preemption devices within the city limits to enhance response times on both mutual and automatic aid. The original Intergovernmental Agreement was entered into in November, 2009. Resolution 4958 has been completed in order to allow the City to enter into this agreement. **Staff recommends allowing the City of Kingman to enter the Intergovernmental Agreement between the City and NACFD as stated within the city of Kingman Resolution No. 4958.**

**e. Resolution No. 4961 - authorizing the Mayor to sign an extension of the Inmate Work Contract with the Arizona Department of Corrections.**

MTC serves as the administrator of the Arizona State Prison Complex – Kingman, located in Golden Valley. In 2011 the Council authorized a contract with them to provide inmate work crews for City projects such as recycling, weed abatement, trash pickup, and landscape and street maintenance. Staff purposes proceeding with this contract extension utilizing existing budgeted funds from Parks, Golf Course, Streets, Sanitation, Fleet, and Building Maintenance. For FY 2015, our fifteen inmates have provided approximately 24,000 hours of work at a cost of \$12,000. Staff is requesting authorization for the Mayor to sign this amendment to our Inmate Work Contract with the Arizona Department of Corrections, extending the term of the agreement to July 14, 2016. **Staff recommends adopting Resolution No. 4961.**

**f. Special Event Liquor License Application**

Applicant Mark Wimpee, Sr. of the Kingsmen has applied for a Series 15 Special Event Liquor License for an event to take place Friday, September 25, 2015 from 1800 to 0100, at 2600 Fairgrounds Blvd. in Kingman. **Staff recommends approval.**

**g. Grant of Easement for sewer service at Parcel IV-U-B-F at the Kingman Airport Industrial Park**

When the T. J. Mark, LLC. (dba ISCO Industries) property was developed at the Kingman Airport Industrial Park, the installed sewer service line traversed approximately 38 feet of the adjacent City property. The line was surveyed and the documentation was prepared, but it was never officially approved by the City and recorded. There is now interest in developing the adjoining property by a separate entity and an easement should be granted to allow the improvements to be designated in the plats of record and protect the improvements. The legal description has been prepared by the City Surveyor's Office for accuracy. **Kingman Airport Authority recommends approval of Resolution No. 4960.**

Vice-Mayor Wimpee, Sr. made a MOTION to APPROVE the Consent Agenda as presented. Councilmember Young SECONDED and it was APPROVED by a vote of 6-0.

6. **OLD BUSINESS**

**Direction regarding the requested community town hall meeting on Kingman Crossing**

At the Regular Meeting of June 16, 2015, Council directed staff to set up a town hall meeting to provide information to the public concerning the proposed "Kingman Crossing." Staff is requesting clarification regarding this town hall, specifically whether the entire Council is planning to participate. **Direction requested.**

City Clerk Sydney Muhle stated the town hall meeting would be more formal if the entire Council attended. Ms. Muhle stated the City would have to abide by Open Meeting Laws, which would prevent a more free-flowing meeting with the public.

Vice-Mayor Wimpee, Sr. stated City Manager John Dougherty and two or three council members should participate in the town hall meeting.

Councilmember Young stated any councilmember who wished to attend should be able to and Councilmember Yocum and Councilmember Miles agreed.

Mayor Anderson stated he would like the entire Council to participate.

Councilmember Miles stated the town hall meeting should be after the Council's work session on July 29, 2015.

Mayor Anderson directed Mr. Dougherty to schedule a town hall meeting at the Mohave County Board of Supervisors auditorium to include the entire Council sometime after July 29, 2015.

7. **NEW BUSINESS**

**a. Public hearing and consideration of a Substantial Encroachment Application for a block fence within the right of way at 2011 Andy Devine Avenue, ENG15-043**

On June 5, staff received a request to install a block fence encroachment within the right of way adjacent to the Rutherford Diner at 2011 Andy Devine Avenue. The request comes from Mark Wimpee of First Generation Builders (applicant) and Brent Rutherford (owner). The proposal is to construct a patio area in front of the restaurant. The applicant initially indicated that the block wall would encroach into the City right of way up to the back of the sidewalk, a distance of approximately eight feet. On June 29, staff received an updated request to place the encroachment

three feet into the right of way. The Street Policy requires that the City hold a public hearing and that Council act on the proposed encroachment. Staff has posted and mailed notices to the adjacent property owners, and has published the hearing notification in the Kingman Daily Miner. The City has an existing twelve-inch water main in the right of way in the vicinity of the proposed encroachment. The applicant has indicated they would stay two feet from the existing water main, which was originally installed in 1975. Unisource Gas has indicated they have a six-inch gas line near the back of the sidewalk. The block wall will limit the ability of the utility(s) to perform future maintenance, especially with mechanical equipment. In addition, there are existing driveways on either side of the proposed encroachment, which pose a concern for sight distance issues. **Staff recommends denial of the proposed encroachment.**

Vice-Mayor Wimpee, Sr. recused himself from the discussion and voting.

City Engineer Greg Henry displayed photos for the Council, which are included at the end of this report. Mr. Henry stated photo one showed 2011 E Andy Devine Ave which is the location of the Rutherford Family Diner. Mr. Henry stated the applicant wanted to build a block wall that would encroach into City right-of-way. Mr. Henry stated he had not received any objection from the public or the adjacent property owners, who received mailed notifications of the proposal and public hearing. On photo two Mr. Henry pointed out a magenta line that indicated the location of the property line. Mr. Henry stated there was eight feet between the property line and the back of the sidewalk. Mr. Henry stated photo three was a view looking west in front of the restaurant. Mr. Henry stated the yellow line on the photo indicated a blue stake marking for gas lines. Mr. Henry stated the blue line on the photo indicated a City 12 inch water line in the right-of-way. Mr. Henry stated the distance between the two utility lines was approximately three to four feet with an accuracy of plus or minus two feet. Mr. Henry stated there were no objections to the encroachment from the phone or electric companies. Mr. Henry stated Staff was concerned about the block wall being located close to the water line and recommended denying the application. Mr. Henry stated the City's definition of a substantial encroachment was anything built in the right-of-way that was over two feet and anything less than six inches was not considered to be an encroachment.

Councilmember Miles asked if the City had the authority to remove the block wall if work had to be completed on the water main.

Mr. Henry stated the City did and it was a condition of all encroachment permits. Mr. Henry stated a 30 day notice was typically provided, but that would be difficult in emergency situations.

Councilmember Miles asked if there were other businesses with similar encroachments.

Mr. Henry stated there were businesses on Beale Street with patios, but they did not include block wall encroachments.

Councilmember Yocum asked who would pay for the removal of the block wall.

Mr. Henry stated the City would pay for removing the wall and though the City would not be obligated to replace it, replacing it would be best.

The applicant's contractor Mark Wimpee, Jr. stated the concerns of the city were valid. Mr. Wimpee, Jr. stated the original plans were re-worked in order to address some of the concerns. Mr. Wimpee, Jr. stated a small piece of equipment would be able to excavate the line if necessary. Mr. Wimpee, Jr. stated he would sign a contract with the City to provide labor and equipment to remove anything that needed to be in case of maintenance or repair for the next 10 years.

Applicant Brent Rutherford stated the primary reason for the block wall was to keep water from flooding the building during heavy rains. Mr. Rutherford stated the patio would also be a unique feature on Route 66 and he planned to include statues that would also serve to attract tourists. Mr. Rutherford stated the restaurant's number one complaint was the lack of curb appeal and he was trying to improve that.

Mayor Anderson asked Mr. Henry if Mr. Rutherford's block wall would prevent flooding in the building.

Mr. Henry stated the drainage came down Johnson Avenue from the west to the back of the building.

Mr. Rutherford stated the water came down the front of the building as well and flooded the area.

Mayor Anderson asked if the block wall created a safety hazard.

Mr. Henry stated Staff believed it did. Mr. Henry stated in addition to the decreased access to utilities another concern was the sight distance ordinance that prohibited constructing anything over three feet in the right of way. Mr. Henry stated the statues were also not in the permit and there would need to be a separate permit process for anything other than the block wall.

Mr. Rutherford stated the block wall would be 32 inches high.

Mr. Wimpee, Jr. stated the statues would be removable.

City Attorney Carl Cooper stated it was important to consider the additional liability the City would take on if it allowed a substantial encroachment that placed people directly next to a sidewalk and near the street.

Mr. Wimpee, Jr. stated a block wall would be much better at protecting people in the case of a vehicle driving over the curb than a wrought iron fence.

Mr. Henry stated the City required an additional insurance policy from the owner for all encroachments.

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

Kingman resident Carole Decker-Noli stated she was in favor of the encroachment as anything that improved the outside of a building on Route 66 was important to attract tourists to Kingman.

Mayor Anderson closed the public hearing at 6:32 P.M.

Councilmember Young stated there was more room in front of the building than depicted in the photos. Councilmember Young stated everything was removable and the wall did not obstruct line of sight. Councilmember Young stated this was a good move for tourism and Mayor Anderson agreed.

Councilmember Yocum asked how opposed Staff was to the encroachment.

Mr. Henry stated Public Works and Development Services both agreed the permit should be denied. Mr. Henry stated Risk Management also had concerns. Mr. Henry stated a 10 year agreement was not very long in regards to the management of a property.

Public Works Director Rob Owen stated water leaks happened at all hours of the day and the longer it took to gain access to and repair a leak the longer the surrounding businesses would be without water. Mr. Owen stated working around the block wall would also be a safety concern for Staff. Mr. Owen stated a large part of the City's water and sewer line system was older.

Mr. Henry stated the lines were constructed in 1975.

Councilmember Young asked if it would be possible to work with the developer to improve the lines before building the block wall.

Mr. Owen stated the City would not be able to afford replacing the line so that would be a question for the applicant.

Councilmember Young made a MOTION to APPROVE the Substantial Encroachment Application for a block fence within the right of way at 2011 Andy Devine Avenue. Mayor Anderson SECONDED and it was APPROVED by a vote of 5-0 with Vice-Mayor Wimpee, Sr. RECUSING.

Mr. Henry asked for clarification on how far into the right-of-way the block wall would be allowed.

Mr. Wimpee, Jr. stated he would submit a formal plan to the Engineering Department that would consist of a three foot encroachment.

**b. Briefing by Mayor and City Manager on Cives \$1,000,000 check and resolution**

A request was made by Councilmember Young to add to the agenda a briefing on actions taken concerning a \$1,000,000 offer to purchase property in the Kingman Airport Industrial Park.

Mayor Anderson stated the Kingman Airport Authority (KAA) had been in discussions with Cives on and off for about seven to eight years regarding the purchase of property, which meant there was an expectation of confidentiality and non-disclosure. Mayor Anderson stated in early June Cives asked to meet with him and Mr. Dougherty. Mayor Anderson stated he informed KAA of the meeting and KAA gave him a tour of the area Cives was interested in purchasing. Mayor Anderson stated he discussed with Cives the process for purchasing City land. Mayor Anderson stated Cives provided a check at a follow-up meeting in June for one million dollars that would expire at midnight. Mayor Anderson stated he told Cives the City could not accept the check and the discussion needed to be held jointly with KAA. Mayor Anderson stated he received a call from the media that afternoon about the check, which meant someone violated confidentially and non-disclosure. Mayor Anderson stated he also received a letter from KAA requesting evidence of the returned check. Mayor Anderson stated the check was returned via certified mail and Cives acknowledged receipt.

**c. Transferring of low level radioactive material in the industrial park from rail to trucks for transportation to Nevada**

A property owner in the industrial park would like authorization from Council to unload containers of class 7 radioactive material from rail cars onto trucks for transport to a Nevada test site. The very low radioactive materials have only been exposed to radioactive material, but have not been radioactive. ICE Service group would perform the moving of the cargo off train cars onto trucks for transport to a Nevada site. Kingman Airport Authority has approved this usage. The owner would like to make the Council aware and seek its approval before beginning operations. **Council discretion.**

Mr. Dougherty stated the material that would be transferred was dirt and debris from the vicinity of radioactive material and was not in itself radioactive. Mr. Dougherty stated the risk from the material was so low that the containers were not marked as radioactive. Mr. Dougherty stated the material would be loaded directly from train to truck for transport to a Nevada test site. Mr. Dougherty stated the new venture would provide 75 jobs.

Vice-Mayor Wimpee, Sr. directed Staff to tell KAA the Council did not have an issue with the venture.

**c. Consideration of an application from Best of the West on Route 66 for the City to grant \$25,000 from the Tourism Development Commission (TDC) to fund promotion of the Best of the West on Route 66 Celebration in September, 2015**

The Best of the West on Route 66 organization in conjunction with the Kingsmen and the City of Kingman are holding the Best of the West on Route 66 festival September 23rd through September 27<sup>th</sup>, 2015. The organization is seeking \$25,000 from the Room Tax fund to promote the event. **The TDC met on July 2, 2015 and unanimously recommended awarding the \$25,000 grant request.**

Dora Manley stated the Best of the West on Route 66 would use the money to advertise for all events occurring the weekend of September 23-27, 2015. Ms. Manley stated the organization was asking for help with funding for marketing because sponsors were slow to help a new event. Ms. Manley stated the organization hoped to recoup some of the funds in order to have seed money for next year's festival, which the organization was already starting to market.

Vice-Mayor Wimpee, Sr. made a MOTION to APPROVE the application from Best of the West on Route 66 for \$25,000 from the Tourism Development Commission (TDC) to fund promotion of the Best of the West on Route 66 Celebration in September, 2015. Mayor Anderson SECONDED and it was APPROVED by a vote of 6-0.

**8. REPORTS**

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

Councilmember Miles stated the Municipal Utilities Commission (MUC) discussed potential uses for the City's effluent including selling it to the industrial park or using it on the City golf course.

Mayor Anderson stated he attended the Western Arizona Council of Governments (WACOG) meeting and received an update on the Head Start program.

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

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

**If needed.**

Mr. Dougherty thanked the participants, volunteers and businesses involved with the Fourth of July block party. Mr. Dougherty stated there would be a community wide cleanup sponsored by United Way on September 12, 2015.

Councilmember Young stated the Junior Police Academy fundraiser at Chipotle, Five Guys and Baskin Robbins would take place on Wednesday, July 8, 2015.

Mayor Anderson stated he would attend a virtual meeting of the Arizona League of Cities and Towns Transportation Infrastructure Committee meeting <sup>on</sup> Wednesday, July 8, 2015, the topic of which would be the Highway User Revenue Fund (HURF).

**10. EXECUTIVE SESSION**

THE COUNCIL MAY GO INTO EXECUTIVE SESSION IN ACCORDANCE WITH A.R.S.38-431.03(A)(1) TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

Vice-Mayor Wimpee, Sr. made a MOTION to ENTER into Executive Session. Councilmember Young SECONDED and it was APPROVED by a vote of 6-0. The Council entered into Executive Session at 7:42 P.M.

**a. Consideration of Contract – City Manager**

**b. Discussion and/or Action of Item “10a.” back**

The Council returned from Executive Session at 8:12 P.M.

Vice-Mayor Wimpee, Sr. made a MOTION to FORM a subcommittee containing Mayor Anderson, Councilmember Miles and Councilmember Young to negotiate the employment contract with City Manager John Dougherty. Councilmember Carver SECONDED and it was APPROVED by a vote of 6-0.

Vice-Mayor Wimpee, Sr. made a MOTION to ADJOURN. Councilmember Carver SECONDED and it was APPROVED by a vote of 6-0.

**ADJOURNMENT – 8:13 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 July 7, 2015.

Dated this 21<sup>st</sup> day of July, 2015.

\_\_\_\_\_  
Erin Roper, Deputy City Clerk and Recording Secretary



## CITY OF KINGMAN COMMUNICATION TO COUNCIL

**TO:** Honorable Mayor and Common Council

**FROM:** Sydney Muhle, City Clerk

**MEETING DATE:** July 21, 2015

**AGENDA SUBJECT:** Appointment to the Local Public Safety Personnel Retirement System (PSPRS) Board

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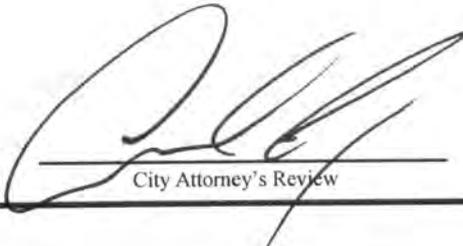
**SUMMARY:** With the retirement of Sergeant Lyman Watson there is a vacancy on the Local Public Safety Personnel Retirement System (PSPRS) Board. Sergeant Michael Godfrey has volunteered to represent the police personnel with the City of Kingman on this board. At their meeting of July 10, 2015 the Local PSPRS Board voted 5-0 to recommend appointment of Sergeant Godfrey to fill this vacancy.

**ATTACHMENT:**

**FISCAL IMPACT:**

**STAFF RECOMMENDATION:** Appoint Sergeant Godfrey to fill the vacancy on the Local PSPRS Board.

\_\_\_\_\_  
Signature of Department Head

  
\_\_\_\_\_  
City Attorney's Review

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

2a



## CITY OF KINGMAN COMMUNICATION TO COUNCIL

**TO:** Honorable Mayor and Common Council

**FROM:** Sydney Muhle, City Clerk

**MEETING DATE:** July 21, 2015

**AGENDA SUBJECT:** Reappointment of members to the Youth Advisory Commission

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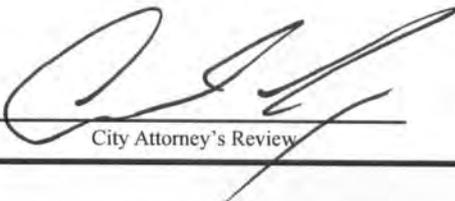
**SUMMARY:** Appointments to the City of Kingman Youth Advisory Commission made for one year terms. There are currently four members of the Youth Advisory Commission: Angelique Shumway, Donovan Shumway, Robert Trujillo, and Holland McLean. All four members have expressed interest in being reappointed to the commission. There are three vacancies on the commission; two members have graduated and will no longer serve on the commission and one member has chosen not to seek reappointment. The commission and staff will be seeking applicants to fill these vacancies.

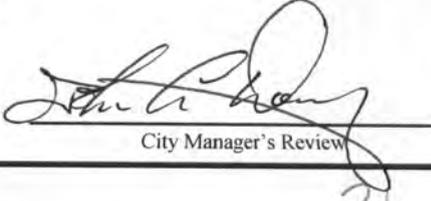
**ATTACHMENT:**

**FISCAL IMPACT:**

**STAFF RECOMMENDATION:** Reappoint Angelique Shumway, Donovan Shumway, Robert Trujillo, and Holland McLean to the Youth Advisory commission for terms ending June 30, 2016.

\_\_\_\_\_  
Signature of Department Head

  
\_\_\_\_\_  
City Attorney's Review

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

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Chief Robert J. DeVries

**MEETING DATE:** July 21, 2015

**AGENDA SUBJECT:** Transfer ownership of a 2014 Dodge Caravan from the Kingman Police Department to the Mohave County Attorney's Office.

**SUMMARY:** On January 15, 2015, a 2014 Dodge Caravan (VIN#2C4RDDGB1ER406770) was forfeited to the State of Arizona and allocated to the Kingman Police Department/M.A.G.N.E.T. The vehicle was seized for forfeiture as a result of a criminal investigation by the M.A.G.N.E.T. Task Force. The City of Kingman serves as the fiduciary for M.A.G.N.E.T. and was therefore awarded the forfeiture on behalf of the task force.

The M.A.G.N.E.T. Board of Directors voted unanimously to approve a request to transfer ownership of the above listed vehicle from the Kingman Police Department to the Mohave County Attorney's Office. Upon approval of the City of Kingman Council the vehicle will be transferred to the Mohave County Attorney's Office.

**ATTACHMENT:**

- 1) Copy of Order of Forfeiture No. CV-2014-0991
- 2) Copy of the title to the 2014 Dodge Caravan, VIN#2C4RDGB1ER406770

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Staff recommends approval to transfer ownership of the above listed vehicle from the Kingman Police Department to the Mohave County Attorney's Office.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4a

# ARIZONA CERTIFICATE OF TITLE



**Motor Vehicle Division**

48-7200 R05/14 azdot.gov

Vehicle Identification Number

2C4RDGBG1ER406770

Year

2014

Make

DODG

Model

GCS

Body Style

VN

First Registered

00/0000

List Price

019995

Mobile Home Manufacturer

Unit Number

Inventory Control  
28951865

CITY OF KINGMAN POLICE DEPT  
310 N 4TH ST  
KINGMAN AZ 86401-5817

Title Number

J048015188064

Issue Date

07072015

Film Number

Q188J04822

Odometer Reading (no tenths) \*

0008101 A

Previous Title Number

FORFEITURE

State

AZ

Issue Date

01152015

Previous Film Number

ORIGINAL

\* A - Actual Mileage  
B - Mileage in excess of the odometer mechanical limits  
C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessees

CITY OF KINGMAN POLICE DEPT

Lienholders

**LIEN RELEASE**

Lienholder Name	Acknowledged before me this date.	Notary Public Signature		
Lien Amount	Lienholder Signature	Date	County	State Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED

**FILED BHC**  
TIME M

JAN 15 2015

VIRLYNN TINNELL  
CLERK SUPERIOR COURT  
DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MOHAVE

IN THE MATTER OF

No.: CV-2014-0991

**\$468,686.00 U.S. CURRENCY;  
2014 DODGE GRAND CARAVAN,  
VIN#2C4RDGBG1ER406770**

**ORDER OF FORFEITURE**

The State of Arizona having issued Notice of Pending Forfeiture made pursuant to A.R.S. § 13-4307, and having seized the above-captioned property for forfeiture pursuant to A.R.S. § 13-4305 the Court makes the following Findings of Fact and Conclusion of Law and enters the following Order.

FINDINGS OF FACT AND CONCLUSION OF LAW

The above-captioned property is within the jurisdiction of the Superior Court, having been seized within the State, under A.R.S. § 13-4302.

All persons known to have an interest in the property have been timely served with Notice of Pending Forfeiture, in compliance with A.R.S. § 13-4307.

The State has presented evidence and information, by Application for Order of Forfeiture and accompanying exhibits to demonstrate probable cause to believe that the aforementioned property is subject to forfeiture because:

The property or interest constitutes either proceeds, instruments, securities, property and/or other things of value used or intended to be used in any manner or part to facilitate the commission of conduct described in A.R.S. §§ 13-2301(D)(4)(K) and 13-3413 having seized the above-captioned property for forfeiture pursuant to A.R.S. §§ 13-4305, 13-4313, and 13-4304.

1 The aforementioned probable cause satisfies the Court that forfeiture pursuant to  
2 A.R.S. §§ 13-3413 and 13-4304, is authorized as to the property.

3 Probable cause having been shown to the satisfaction of the Court, the time for  
4 making claims having expired, and no claimant having made timely proof as required by  
5 A.R.S. § 13-4304, the court is obliged by A.R.S. § 13-4314 to order the above-described  
6 property forfeited to the State of Arizona.

7 IT IS HEREBY ORDERED:

8 1. The property listed hereto \$468,686.00 U.S. CURRENCY;  
9 2014 DODGE GRAND CARAVAN, VIN#2C4RDGBG1ER406770, is forfeited to the  
10 State of Arizona and allocated to the KINGMAN POLICE DEPARTMENT/ M.A.G.N.E.T.

11 The State has clear title, which vested in the state on the commission of the act or  
12 omission giving rise to forfeiture. The attorney for the State may transfer good and  
13 sufficient title to any subsequent purchaser or transferee, and the title shall be  
14 recognized by all courts, by this State and by all departments and agencies of the State  
15 and any political subdivision.

16 2. All money forfeited shall be deposited in the Mohave County Anti-  
17 Racketeering Fund.

18 The Court has determined that there is no just reason for delay and it is therefore  
19 directed that judgment as provided herein shall be entered forthwith.

20 DATED this 15 day of Jan., 2014.

21  
22 STATE OF ARIZONA } ss. Charles W. Gurtler, Jr.  
COUNTY OF MOHAVE } JUDGE OF THE SUPERIOR COURT

23 I, VIRLYNN TINNELL, Clerk of the  
Superior Court of the State of Arizona  
24 in and for the County of Mohave do  
hereby certify the foregoing to be a  
full, true and correct copy of the  
original on file in my office.

25 WITNESS my hand and seal of said Court this  
29 day of January, 2015  
Virlynn Tinnell  
26 Clerk/Deputy Clerk

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Engineering Services

**MEETING DATE:** July 21, 2015

**AGENDA SUBJECT:** Grant of Utility Easement for UniSource Electric, Inc. at the Mohave Museum of History and Arts located at 400 Beale Street (Project No. ENG15-044)

**SUMMARY:** The City of Kingman is the owner of a 1.76 acre parcel (Parcel 304-18-007) which is the location of the Mohave Museum of History and Arts. The parcel is located south of the intersection of Grandview Avenue and Beale Street at 400 Beale Street.

The proposed easement will make it possible for UniSource Electric, Inc. to relocate an existing power pole and accompanying guy-wires and anchors southward to the boundary of this parcel to an open location and out from the Mohave Museum parking lot. The relocation will provide for additional parking spaces, allow for more flexibility in the parking lot layout and reduce the risk of the power pole and guy-wires from being hit by vehicles.

The easement request has been sent out for City staff review with no objections or comments received. The easement request was presented to the Mohave Museum Board of Trustees by the Museum Director at their June 18<sup>th</sup> meeting with no objections to the granting of the easement. Staff recommends that the utility easement for UniSource Electric, Inc. be granted.

**ATTACHMENTS:** Site Aerial Photo and Utility Easement Agreement

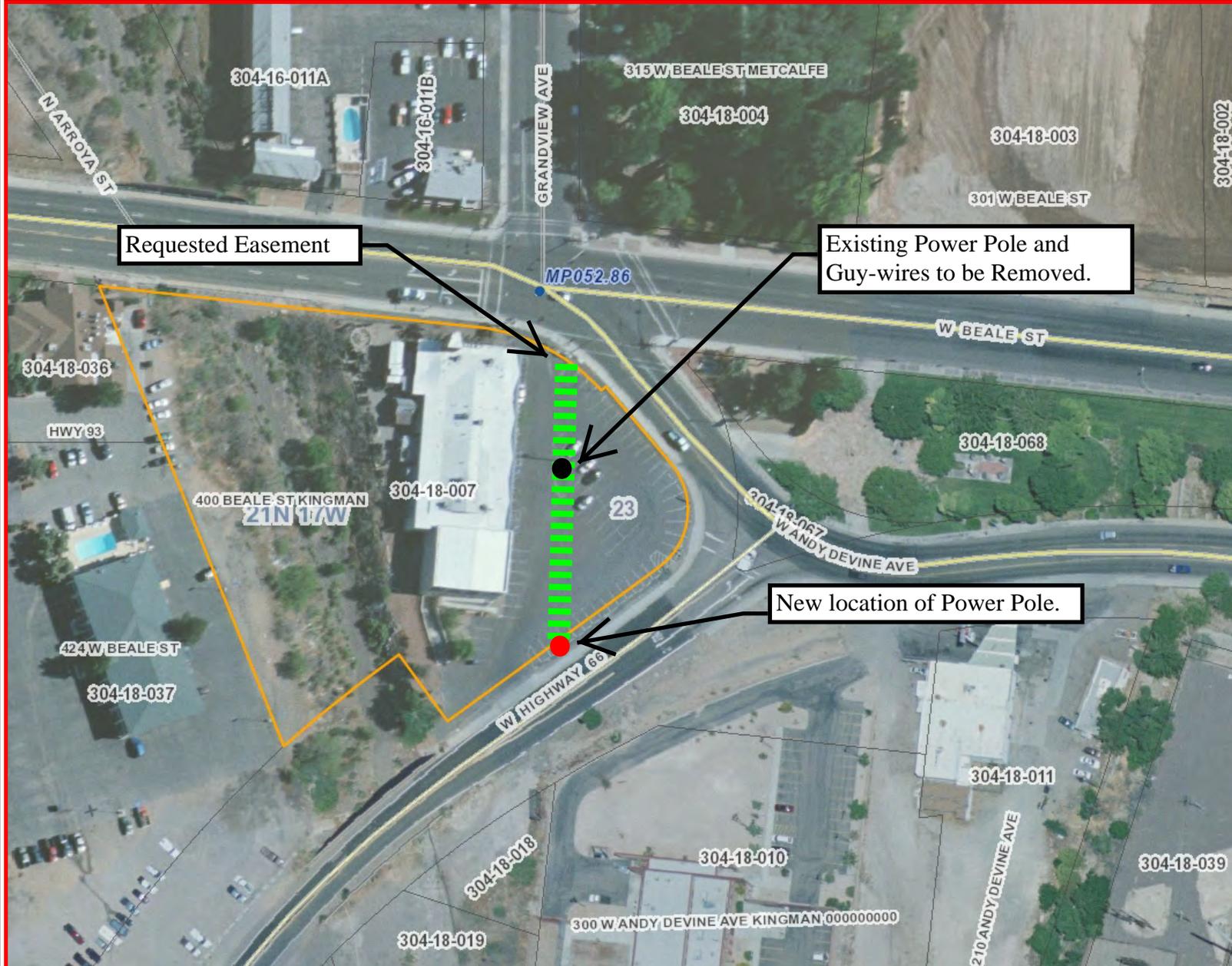
**FISCAL IMPACT:** No cost.

**RECOMMENDATION:** It is recommended that the Mayor be authorized to sign the Utility Easement Agreement form on behalf of the City of Kingman.

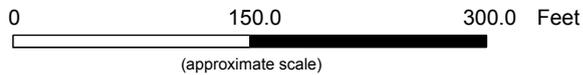
Signature of Dept. Head

  
City Attorney  
Approved as to Form  
City Manager's Review

AGENDA ITEM: 46



1:1,800



Map Created: 7/10/2015

This map is a user generated static output from the Mohave County Interactive Map Viewer and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION, AS A LEGAL DOCUMENT, FOR PROPERTY DESCRIPTIONS, OR DETERMINATION OF LEGAL TITLE, AND SHOULD NEVER BE SUBSTITUTED FOR SURVEY OR DEED INFORMATION. The user agrees to comply with the Limitation of Use, and Assumption of Risk as stated in the full disclaimer at <http://gis.mohavecounty.us>

**Notes:**

When Recorded HOLD for:  
UNS Electric, Inc.  
Attn: R/W Department

R/W # - 061E/15-001  
Type / Rqstr. - Electric / js  
Service area - Kingman

## UTILITY EASEMENT AGREEMENT

### CITY OF KINGMAN

(hereinafter referred to as "Grantor"), hereby grants and conveys to **UNS Electric, Inc.**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual, non-exclusive easement and right-of-way of a width and course described on Exhibits "A" & "B" attached hereto, to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time, electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, underground conduits, cables, vaults, manholes, hand holes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for attached communication facilities, including those of other entities, in, over, under, and across said easement and right-of-way (the "Easement") within that certain real property as described below (the "Property"), together with, as part of said Easement, the right of reasonable ingress and egress over, and temporary work space upon, the Property in order to access and make full use of the Easement.

The Property being Parcel A [Retracement and Dependent Resurvey reception # 96-43314 M.C.R.]  
Section 23, T. 21 N., R. 17 W., Gila & Salt River Meridian, Mohave County, Arizona.

Legal description of easement:

See Exhibit A for text description of the Easement.  
See Exhibit B for graphic depiction of the Easement.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, landscaping, earth fill, walls or fences upon the Easement, which would impair the repair, maintenance or removal of any or all of Grantee's facilities. All facilities installed by Grantee in and upon the Easement shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with Grantee's facilities, and shall have free access to said facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantor shall not increase or decrease the ground surface elevation within the boundary of the Easement after approved final grade is established and meets Grantee's construction standards. Subsequent to the construction, the ground surface shall not be penetrated to a depth in excess of 12 inches by any tool or implement, without having the underground facilities located and taking all necessary precautions to protect them. If subsequent to construction, the grade is changed in such a way as to require relocation of the facilities, the cost shall be borne by Grantor.

Grantor hereby agrees that these covenants are made for the real property described herein which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant said Easement.



R/W# 061E/15-001  
AREA: KINGMAN  
REQUESTOR: J.S.

UNS Electric, Inc.  
Utility Easement Agreement  
EXHIBIT A

A 20.00 feet wide strip of land being a portion of the Mohave County Historical Society parcel, shown as Parcel 'A' on the RETRACEMENT AND DEPENDENT RESURVEY, recorded on August 07, 1996 at Reception No. 96-43314, records of Mohave County, Arizona, situate in Section 23, Township 21 North, Range 17 West of the Gila and Salt River Meridian, Mohave County, Arizona. The centerline of said 20 feet wide strip described as follows:

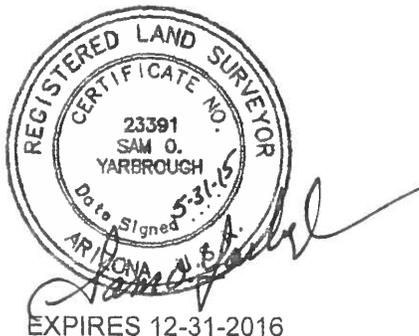
Commencing at the Northwest corner of said Parcel A; Thence South 83 Degrees 41 Minutes 57 Seconds East (Basis of Bearings, City of Kingman Project Datum) along the Northerly Boundary of said Parcel A, also being the Southerly Right of Way for Beale Street 134.68 feet, record per the RETRACEMENT AND DEPENDENT RESURVEY aforementioned to a rebar with a yellow plastic cap, R.L.S. 8904, the beginning of a tangent curve to the right and having a radius of 138.00 feet;

Thence Southeasterly along said curve through a central angle of 27 Degrees 41 Minutes 42 Seconds an arc distance of 66.71 feet to the Point of Beginning;

Thence along the centerline of said 20.00 feet wide strip, South 00 Degrees 39 Minutes 43 Seconds West 235.70 feet to a point in the Southeasterly boundary of aforesaid Parcel A and the Point of Terminus from which a Nail and Brass Tag, R.L.S. 21080 bears: North 54 Degrees 11 Minutes 30 Seconds East 99.96 feet.

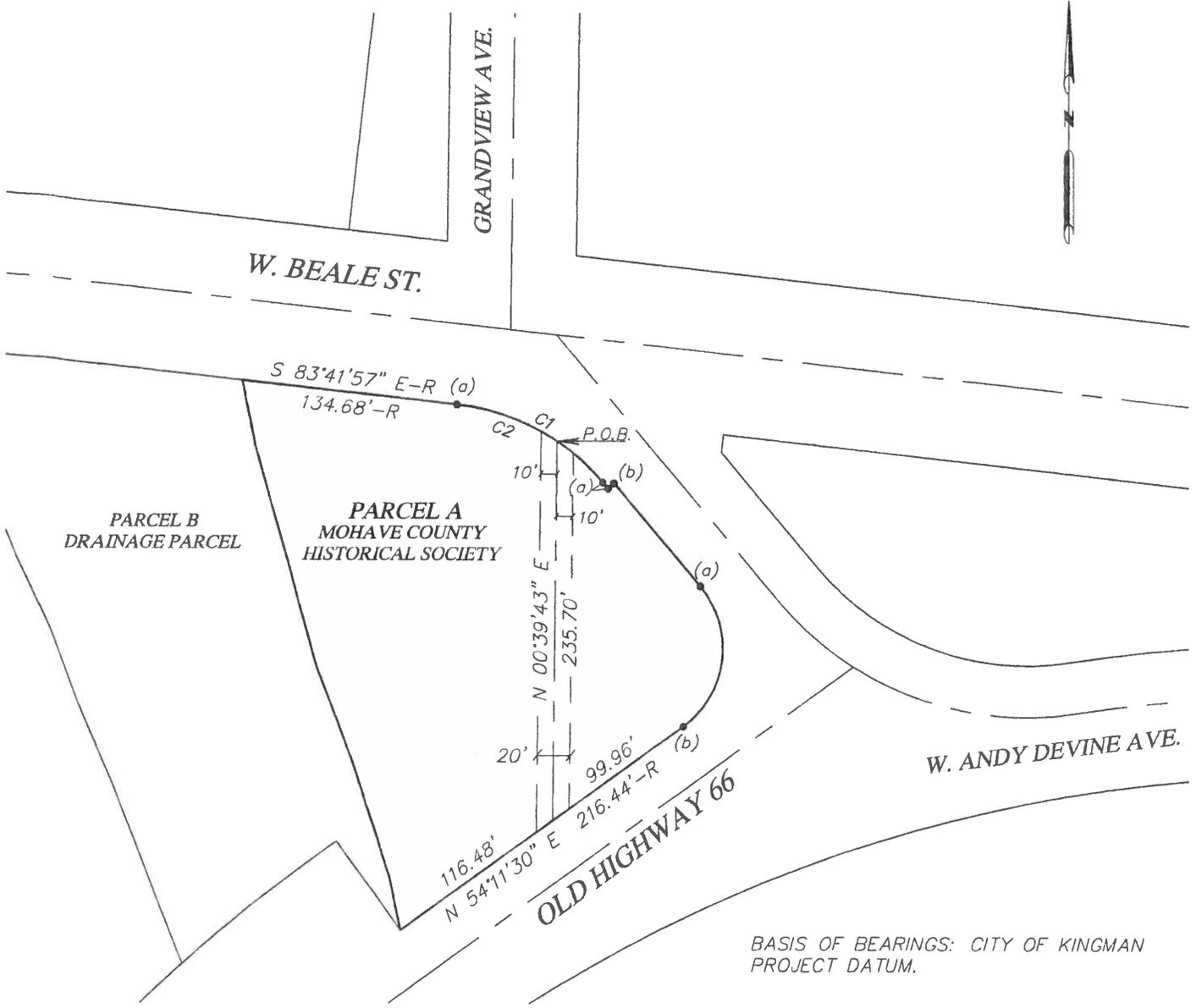
It is intended that the sidelines of said easement be extended or shortened so as to begin on the aforesaid Northerly boundary and terminate on the Southeasterly boundary aforementioned.

This easement encumbers an area of 0.11 Acres More or Less.



R/W# 061E/15-001  
 AREA: KINGMAN  
 REQUESTOR: J.S.

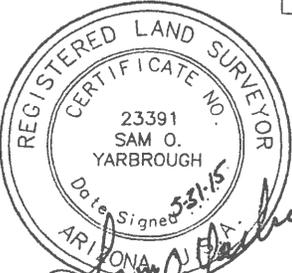
**EXHIBIT B**  
**UNS ELECTRIC INC., UTILITY EASEMENT AGREEMENT**  
**BEING A PORTION OF THE CITY OF KINGMAN PARCEL SHOWN AS PARCEL A ON THE**  
**SURVEY RECORDED AT RECEPTION NO. 96-43314 IN SECTION 23, T.21N, R.17W., G.& S.R.M.,**  
**MOHAVE COUNTY, ARIZONA**  
**SCALE 1" = 100'**



BASIS OF BEARINGS: CITY OF KINGMAN  
 PROJECT DATUM.

NO.	DELTA	RADIUS	LENGTH	CHORD
C1	43°36'20"	138.00'	105.03'	102.51'
C2	27°41'42"	138.00'	66.71'	66.06'

(a) - REBAR W/YELLOW PLASTIC CAP, RLS 8904.  
 (b) - PK NAIL W/BRASS TAG, RLS 21080.  
 TOTAL AREA FOR THE PARCEL ENCUMBERED IS  
 0.11 AC. M/L.



EXPIRES 12-31-2016

PREPARED FOR:	PREPARED BY:
UNISOURCE ENERGY SERVICES 2498 AIRWAY AVENUE P.O. BOX 3099 KINGMAN, AZ 86402	DIAMOND 'S' LAND SURVEYORS P.O. BOX 6134 2090 SUNDOWN RD. KINGMAN, AZ 86402 928-757-1013

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Development Services Department

**MEETING DATE:** July 21, 2015

**AGENDA SUBJECT:** Resolution No. 4963, accepting certain completed improvements in Walleck Ranch, Tract 1961-H, releasing property escrow assurance, and accepting new cash escrow assurance for uncompleted sidewalks.

**SUMMARY:** Walleck Ranch, Tract 1961-H, recorded on September 20, 2010, included two property escrow assurance agreements. One agreement was released in November 2010 and a separate sidewalk cash escrow assurance was accepted along Alan Ladd Drive. On March 5, 2013 the Council passed Resolution No. 4828 which released the other property escrow assurance on the balance of the subdivision, accepted a cash assurance for sidewalks along Robert Mitchum Drive, and accepted a new property escrow assurance for the lots adjoining Rex Allen Drive and Brown Way.

All subdivision improvements, except for sidewalks and four street signs, have been completed along Rex Allen Drive and Brown Way. A sidewalk cash assurance has been offered by Pioneer Title for the completion of sidewalks and street signs along Rex Allen Drive and Brown Way in the amount of \$25,334.40. The amount, including a required 30% contingency, was approved by the City Engineer.

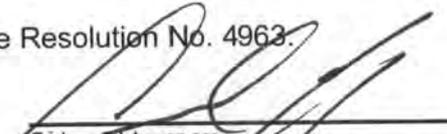
This resolution will authorize the City Engineer to release portions of the cash escrow account in an amount equal to 90% of the per foot cost of the sidewalk in front of the constructed homes. However, all sidewalks must be completed within 18 months or when 80% of the lots are built upon and six months lapses between the last certificate of occupancy and the issuance of a new building permit, unless an extension of time is granted by the Kingman Common Council. Final release of the remaining cash assurance will occur after the completion of a 12-month guarantee period after all sidewalks are completed and the Council authorizes their conditional acceptance into the city's maintenance system.

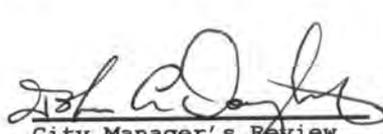
**ATTACHMENT:** Proposed Resolution No. 4963, subdivision map, engineer's cost estimate, proposed cash escrow assurance agreement.

**FISCAL IMPACT:** Maintenance of additional off-site improvements will impact city's budget.

**STAFF RECOMMENDATION:** Approve Resolution No. 4963.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4c

## **CITY OF KINGMAN RESOLUTION NO. 4963**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; ACCEPTING THE COMPLETED OFF-SITE IMPROVEMENTS FOR A PORTION OF WALLECK RANCH, TRACT 1961-H, APPROVING THE RELEASE OF THE EXISTING PROPERTY ESCROW ASSURANCE AGREEMENT, AND ACCEPTING A CASH ESCROW AGREEMENT FOR UNCOMPLETED SIDEWALKS IN SAID SUBDIVISION AND PRESCRIBING CONDITIONS**

**WHEREAS**, the final plat, improvement plans, and two property escrow assurance agreements for Walleck Ranch, Tract 1961-H were approved by the City of Kingman Common Council under Resolution No. 4709 on September 7, 2010 and

**WHEREAS**, the final plat for Walleck Ranch, Tract 1961-H and property escrow assurance agreements from First American Title Insurance Agency of Mohave, Inc., as Trustee under Trust No. 4765, were recorded on September 20, 2010 at Fee No. 2010056165, and

**WHEREAS**, a revised property escrow assurance for Lots 8-11, inclusive, Block 14, Lots 19 and 20, Block 15, and Lots 19-25, inclusive Block 18 of Walleck Ranch, Tract 1961-H was accepted by the Common Council and the existing property escrow assurance was released under Resolution No. 4828 on March 5, 2013, and

**WHEREAS**, Mohave Engineering Associates, Inc., a licensed civil engineering firm in the State of Arizona, has requested that the off-site subdivision improvements which have been constructed be accepted into the city's maintenance system including water, sewer, drainage, and street improvements, but not including sidewalks, for the portion of Walleck Ranch, Tract 1961-H adjacent to Lots 8-11, inclusive, Block 14, Lots 19 and 20, Block 15, and Lots 19-25, inclusive Block 18, and

**WHEREAS**, the constructed improvements have been inspected by the City Engineer and Public Works Inspectors and other concerned agencies and were found to be in compliance with the terms of the final plat and the requirements of the City of Kingman Subdivision Ordinance, and

**WHEREAS**, a cash escrow agreement from Pioneer Title Agency, Inc., the current Trustee under Trust No. 4765, has been offered in the amount of \$25,334.40 to assure the installation of four street signs and the completion of the sidewalk improvements adjacent Lots 8-11, inclusive, Block 14, Lots 19 and 20, Block 15, and Lots 19-25, inclusive Block 18 of Walleck Ranch, Tract 1961-H.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the City of Kingman, Arizona:

1. That the water, sewer, drainage, and street improvements, not including sidewalks, for the portion of Walleck Ranch, Tract 1961-H that includes Lots 8-11, inclusive, Block 14, Lots 19 and 20, Block 15, and Lots 19-25, inclusive Block 18 of Walleck Ranch, Tract 1961-H, are hereby accepted into the City's maintenance system.
2. That an assurance for the uncompleted street signs and sidewalk improvements in the form of a cash escrow assurance from Pioneer Title Agency, Inc. in the amount of \$25,334.40 for the portion of Walleck Ranch, Tract 1961-H that includes Lots 8-11, inclusive, Block 14, Lots 19 and 20, Block 15, and Lots 19-25, inclusive, is hereby accepted and will be held until the final amounts are released.
3. That upon completion of the sidewalks for each lot and upon written request of the developer, the Mayor and Common Council hereby authorizes the City Engineer to approve the release of the sum equal to 90% of the per foot cost of the sidewalk, as determined by the Engineer's Cost Estimate, adjacent to each lot where one or more segments of sidewalks is constructed within said subdivision. The City Engineer must be assured that the sidewalks are completed across the full frontage of the lots requested for release. All sidewalk improvements are to be fully completed within 18 months (January 21, 2017) or when eighty-percent (80%) of the lots are built upon and six (6) months or more has lapsed between the date of the last certificate of occupancy and the issuance of a new building permit, whichever occurs first, during which time all improvements shall be completed, unless an extension of time is granted by the Kingman Common Council, pursuant to the terms of this agreement.
4. That final release of the cash assurance will occur upon completion of a 12-month guarantee period after all sidewalks are completed and the Common Council authorizes conditional acceptance of the completed sidewalks into the city's maintenance system.
5. That the property escrow agreement from Pioneer Title Agency, Inc., Trustee under Trust No. 4765, for Lots 8-11, inclusive, Block 14, Lots 19 and 20, Block 15, and Lots 19-25, inclusive, Block 18 of Walleck Ranch, Tract, 1961-H, accepted by the Common Council under Resolution No. 4828 on March 5, 2013, is hereby released.

**PASSED AND ADOPTED** by the Honorable Mayor and Common Council of the City of Kingman, Arizona this 21<sup>st</sup> day of July, 2015.

**ATTEST:**

**APPROVED:**

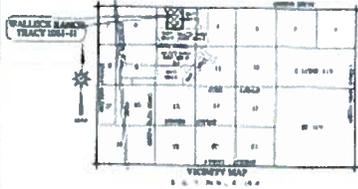
\_\_\_\_\_  
Sydney Muhle, City Clerk

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

**APPROVED AS TO FORM:**

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

**FINAL PLAT**  
**WALLECK RANCH TRACT 1961-H**  
 A PORTION OF GOVERNMENT LOT 5 OF SECTION 6, TOWNSHIP 21 NORTH,  
 RANGE 16 WEST OF THE GILA & SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA  
 TOTAL AREA - 8.48 ± ACRES



**CIVIL TABLE DATA**

NO.	BEARING	DISTANCE	AREA
1	N 89° 58' 00" W	100.00	100.00
2	S 89° 58' 00" E	100.00	100.00
3	N 00° 02' 00" E	100.00	100.00
4	S 00° 02' 00" W	100.00	100.00

**LINE TABLE DATA**

LINE NO.	BEARING	DISTANCE
1	N 89° 58' 00" W	100.00
2	S 89° 58' 00" E	100.00
3	N 00° 02' 00" E	100.00
4	S 00° 02' 00" W	100.00



**NOTES**

1. THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS, AND INTERESTS OF RECORD.
2. THE AREA SHOWN ON THIS PLAT IS THE SAME AS SHOWN ON THE ORIGINAL SURVEY.
3. THE AREA SHOWN ON THIS PLAT IS THE SAME AS SHOWN ON THE ORIGINAL SURVEY.
4. THE AREA SHOWN ON THIS PLAT IS THE SAME AS SHOWN ON THE ORIGINAL SURVEY.
5. THE AREA SHOWN ON THIS PLAT IS THE SAME AS SHOWN ON THE ORIGINAL SURVEY.

**LEGEND**

- 1. ALL LOTS ARE TO BE CONVEYED TO THE BUYER.
- 2. ALL LOTS ARE TO BE CONVEYED TO THE BUYER.
- 3. ALL LOTS ARE TO BE CONVEYED TO THE BUYER.
- 4. ALL LOTS ARE TO BE CONVEYED TO THE BUYER.
- 5. ALL LOTS ARE TO BE CONVEYED TO THE BUYER.

**ENGINEER'S STATEMENT**

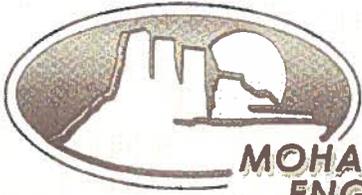
I, the undersigned, being a duly licensed Professional Engineer in the State of Arizona, do hereby certify that the above is a true and correct copy of the original survey as shown on the original survey.

**SURVEYOR'S STATEMENT**

I, the undersigned, being a duly licensed Professional Surveyor in the State of Arizona, do hereby certify that the above is a true and correct copy of the original survey as shown on the original survey.



↑  
**SUBJECT AREA**



**MOHAVE  
ENGINEERING  
ASSOCIATES, INC.**

CIVIL ENGINEERING • LAND SURVEYING

### Engineer's Opinion of Probable Cost

**Walleck Ranch Tract 1961-H**  
Portion of Rex Allen Drive and Brown Way  
07/14/15

	Quantity	Unit	Unit Price	Amount
<b>Street Improvements</b>				
1. Type "C" curb and gutter (Portion incomplete)	44	EA.	\$12.00	\$528.00
2. 2"AC over 6"ABC (Portion incomplete)	72	SY.	\$25.00	\$1,800.00
3. Sidewalk (Portion of Rex Allen and and Brown way)	4140	S.F.	\$4.00	\$16,560.00
4. Stop/street sign	2	E.A.	\$300.00	\$600.00
<b>Total Street Improvements</b>				<b>\$19,488.00</b>
<b>Total with Contingencies (130%)</b>				<b>\$25,334.40</b>

THIS COST ESTIMATE IS BASED UPON THE BEST INFORMATION AVAILABLE. ACTUAL CONSTRUCTION COST WILL BE AS BID BY THE CONTRACTORS FOR THIS PROJECT. THIS COST ESTIMATE DOES NOT INCLUDE COSTS FOR ELECTRICAL, GAS, OR TELEPHONE SERVICE. UTILITY SERVICES WILL HAVE TO BE INDIVIDUALLY PRICED BY THE UTILITY COMPANY.



When Recorded Mail to:

Pioneer Title Agency  
2213 Stockton Hill Road  
Kingman, AZ 86401

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## CASH ESCROW AGREEMENT

Trust #4765

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, between Walleck Ranch Development, LLC, an Arizona limited liability company, subdivider; PIONEER TITLE AGENCY INC., an Arizona corporation, as Trustee under Trust No. 4765 (hereinafter referred to as "PIONEER") AND The City of Kingman, Mohave County, Arizona (hereinafter referred to as "CITY").

### WITNESSETH:

**WHEREAS**, WALLECK RANCH DEVELOPMENT, is the owner of a certain parcel of property located, situated and lying in the CITY OF KINGMAN, County of Mohave and the State of Arizona and

**WHEREAS**, the parties hereto wish to establish specific terms, conditions and guidelines for compliance with the provisions of the CITY OF KINGMAN.

**NOW THEREFORE**, in consideration of the CITY having approved a final plat, it is understood and agreed that the following conditions are established for the property described herein:

I

### PROPERTY DESCRIPTION

Lots 8 through 11, inclusive, Block 14; Lots 19 and 20, Block 15 and Lots 19 through 25, inclusive, Block 18 of WALLECK RANCH TRACT 1961-H, according to the plat thereof recorded September 20, 2010 at Fee No. 2010056162 in the office of the Recorder of Mohave County, Arizona.

II

Before written approval shall be given by the CITY, the improvement contemplated by the CITY OF KINGMAN Subdivision Ordinance and all amendments thereto, and as set forth in Plans and Specifications on file with the CITY shall be installed in accordance with the applicable CITY OF KINGMAN codes and specifications.

The Beneficiary (Walleck Ranch Development LLC) of Pioneer Title Agency Inc., an Arizona corporation as trustee under Trust No. 4765, shall deposit with Pioneer Title Agency Inc., the sum of \$25,334.40 for the completion of sidewalk improvements. Said funds shall be deposited into an interest bearing account in the name of Pioneer Title Agency Inc., as Trustee for Trust 4765. All interest earned on said account shall accrue to the benefit of the Beneficiary of Trust No. 4765 unless said funds are forfeited to the City of Kingman. Upon completion of the sidewalks for each lot and upon written approval from the City of Kingman Common Council, or its designee, the sum equal to 90% of the per foot cost of the sidewalk, as determined by the Engineer's Cost Estimate, adjacent to each lot shall be released from the interest bearing account to the Beneficiary of Trust 4765. The CITY shall retain ten percent (10%) of the escrow funds for the sidewalks during the guarantee period.

See attached for complete Engineer's cost.

The duration of this Agreement shall be for 18 months or eighty-percent (80%) of the lots are built upon and six (6) months or more has lapsed between the date of the last certificate of occupancy and the issuance of a new building permit, whichever occurs first, during which time all improvements shall be completed, unless an extension of time is granted by the Kingman Common Council. Upon completion of all improvements Walleck Ranch Development LLC shall warrant and guarantee that the sidewalk will remain in good condition for a period of twelve (12) months after the date of conditional acceptance of all sidewalks by the Kingman Common Council. Walleck Ranch Development LLC shall make all repairs to and maintain the sidewalk in good condition during the guarantee period at no cost to the CITY. The determination of the necessity for repairs and maintenance or work rests with the City Engineer, whose decision upon the matter shall be final and binding on Walleck Ranch Development LLC. Upon final acceptance of all improvements by the Kingman Common Council after the completion of the guarantee period all remaining funds shall be released and this agreement shall be of no further force and effect.

Dated this 15<sup>th</sup> day of July, 2015.

THE CITY OF KINGMAN  
County of Mohave

By: \_\_\_\_\_  
Mayor

PIONEER TITLE AGENCY, INC.  
as Trustee under Trust 4765 and  
not personally

By: Denise Macaul  
Trust Officer

ATTEST:

BY: \_\_\_\_\_  
City Clerk

ACCEPTED AND APPROVED

WALLECK RANCH DEVELOPMENT LLC, an Arizona limited liability company

By: 2005 William L. Nugent Revocable Trust, Managing Member

\_\_\_\_\_  
By: William L. Nugent, Trustee

STATE OF ARIZONA     )  
  ) ss.  
County of Mohave     )

On \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF ARIZONA     )  
  ) ss.  
County of Mohave     )

On July 15, 2015, before me, the undersigned Notary Public, personally appeared Veronica Mascarell personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: April 20, 2017 \_\_\_\_\_  
Notary Public



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Development Services Department

**MEETING DATE:** July 21, 2015

**AGENDA SUBJECT:** Proposed Resolution No. 4964 approving the final subdivision plat, improvement plans, and a cash escrow assurance for Sunrise Business Park, Tract 6037

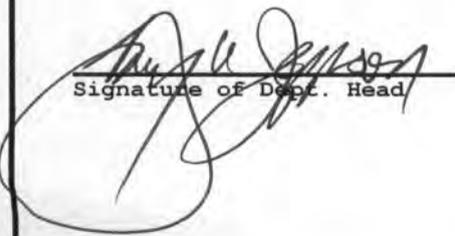
**SUMMARY:** A request from Pioneer Title Agency, Inc., under Lingenfelter Family Trust, property owner, and Mohave Engineering Associates, engineer, for the approval of a final subdivision plat, improvement plans and cash escrow assurance for Sunrise Business Park, Tract 6037. The subject property is zoned C-3: Commercial, Service Business and is located along the north side of Detroit Avenue, east of Western Avenue. The subdivision is proposed to have five commercial lots on 10.74 acres. The subdivision will consist of two public streets, Sunrise Avenue and La Salle Street. The eastern half of the right-of-way for La Salle Street is being dedicated by the Mohave Community College Foundation. It should be noted that the proposed right-of-way will encroach about 10-feet on an existing 15-foot wide electrical easement. This easement provides prior rights to the utility meaning they will likely not have to conform to the city franchise agreement with respect to repairs and maintenance of this facility.

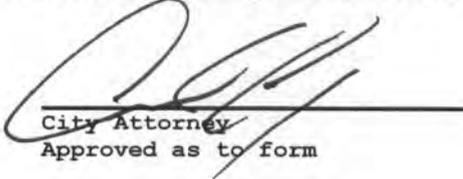
The final plat, final drainage report, improvement plans, traffic impact analysis, and engineer's opinion of probable cost have been reviewed. There were a number of issues still to be resolved regarding the improvement plans. The final plat is in accordance with the requirements of Resolution No. 4917 which approved the preliminary plat for Sunrise Business Park, Tract 6037 on November 4, 2014. A cash escrow assurance is proposed to be offered by the property owner to assure the completion of all off-site subdivision improvements. The amount is required to be 130% of the approved engineer's cost estimate as required by the Subdivision Ordinance.

**ATTACHMENT:** Proposed Resolution No. 4964, map of subdivision, engineer's cost estimate, comments from City Engineer. A cash escrow assurance agreement is pending.

**FISCAL IMPACT:** None expected at this time.

**RECOMMENDATION:** Approve Resolution No. 4964 if remaining issues with the improvement plans are addressed and cash escrow assurance equal to 130% of the engineer's cost estimate is submitted. If these issues are not resolved prior to the Council meeting, this item will be pulled from the agenda.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4d

WHEN RECORDED HOLD FOR  
KINGMAN CITY CLERK  
310 N. 4<sup>th</sup> Street  
Kingman, Arizona 86401

PAGE 1 OF 3

## **CITY OF KINGMAN RESOLUTION NO. 4964**

### **A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA: APPROVING THE FINAL SUBDIVISION PLAT, IMPROVEMENT PLANS, AND A CASH ESCROW ASSURANCE FOR SUNRISE BUSINESS PARK, TRACT 6037.**

**WHEREAS**, Pioneer Title Agency, Inc., under Lingenfelter Family Trust dated 1/31/1992, property owner, and Mohave Engineering Associates, Inc., project engineer, have requested the approval of a final plat and improvement plans of a commercial subdivision, known as Sunrise Business Park, Tract 6037, a subdivision of Parcels A-2-A and A-2-B according to the Record of Survey Book 43, Page 4, recorded on April 7, 2014 at Fee #2014014953 and located within Section 7, T.21N., R.16W., of the G. & S.R.M., Mohave County, Arizona, as shown in the attached Exhibit "A", and

**WHEREAS**, said proposed subdivision is 10.74 acres with five lots, and

**WHEREAS**, a preliminary plat and preliminary drainage report for Sunrise Business Park, Tract 6037 was approved by the Kingman Common Council under Resolution No. 4917 on November 4, 2014, and

**WHEREAS**, the proposed final plat, final drainage report, improvement plans, traffic impact analysis, and engineer's opinion of probable cost was prepared by Mohave Engineering Associates, Inc., an engineering firm licensed in the State of Arizona, and was submitted for Sunrise Business Park, Tract 6037, and

**WHEREAS**, the proposed final plat, drainage analysis, improvement plans, and engineer's opinion of probable cost has been reviewed by the City Engineer, City Development Services Department and other concerned agencies, and were found to be generally in compliance with the City of Kingman Subdivision Ordinance, and other applicable regulations, and

**WHEREAS**, a cash escrow assurance in the amount of \$\_\_\_\_\_ has been offered by the property owner to the City of Kingman assure the completion of grading, public street improvements, public utility improvements attributable to this subdivision, and

**WHEREAS**, as part of this subdivision, certain offers of dedication to the public are made for transportation, utilities, and drainage, and are so defined and labeled on said plat.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the City of Kingman, Arizona:

1. That the proposed final plat, final drainage report, traffic impact analysis, and improvement plans for Sunrise Business Park, Tract 6037, described as a subdivision of Parcels A-2-A and A-2-B according to the Record of Survey Book 43, Page 4, recorded on April 7, 2014 at Fee #2014014953 and located within Section 7, T.21N., R.16W., of the G. & S.R.M., Mohave County, Arizona, as shown in the attached Exhibit "A", is hereby approved, and
2. That a cash escrow assurance in the amount of \$\_\_\_\_\_ offered to assure the completion of grading, public street improvements, and public utility improvements associated with said plat is hereby accepted and will be held until final release by the City of Kingman Common Council.

**PASSED AND ADOPTED** by the Mayor and Common Council of the City of Kingman, Arizona this 21<sup>st</sup> day of July, 2015.

**ATTEST:**

**APPROVED:**

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

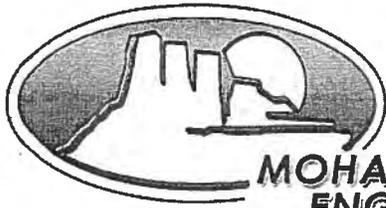
\_\_\_\_\_  
Richard Anderson, Mayor

**APPROVED AS TO FORM:**

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







**MOHAVE  
ENGINEERING  
ASSOCIATES, INC.**

CIVIL ENGINEERING • LAND SURVEYING

**Engineer's Opinion of Probable Cost**

Sunrise Business Park Improvements  
07/08/15

	Quantity	Unit	Unit Price	Amount
<b>Grading and street improvements</b>				
1. 2" AC/6" ABC/Subgrade	3393	S.Y.	\$14.50	\$49,198.50
2. 4" Sidewalk (5 foot wide)	8560	S.F.	\$4.50	\$38,520.00
3. Type "A" curb and Gutter	1815	L.F.	\$13.00	\$23,595.00
4. Mass Grading (max of cut and fill)	2850	C.Y.	\$4.00	\$11,400.00
5. 8" PVC water line	452	L.F.	\$26.00	\$11,752.00
6. 8" PVC sewer line	454	L.F.	\$24.00	\$10,896.00
7. Sewer Manhole	3	E.A.	\$3,000.00	\$9,000.00
8. Fire Hydrant	2	E.A.	\$2,500.00	\$5,000.00
9. New PRV	1	E.A.	\$8,000.00	\$8,000.00
10 New sidewalk ramps (1-Western/Sunrise), (2-Sunrise/LaSalle)	3	E.A.	\$3,000.00	\$9,000.00
11 Single Water services	5	E.A.	\$600.00	\$3,000.00
12 Sewer services	5	E.A.	\$700.00	\$3,500.00
13 New Driveways on MCC per MAG 250-2	2	E.A.		
14 8" DIP water line	20	L.F.	\$32.00	\$640.00
15.8" DIP sewer line	20	L.F.	\$30.00	\$600.00
16. Remove and replace asphalt on Sunrise/Western	306	S.Y.	\$16.00	\$4,896.00
17- New valley gutter on Detroit/LaSalle	150	S.F.	\$4.00	\$600.00
18 Traffic signs (onsite and offsite)	21	E.A.	\$250.00	\$5,250.00
19 Stop bars	3	E.A.	\$100.00	\$300.00
20 Catch basin and inlet	3	E.A.	\$3,500.00	\$10,500.00
21 New 18" storm drain pipe	275	L.F.	\$32.00	\$8,800.00
22 Rock excavation during grading	1	L.S.	L.S.	\$50,000.00
<b>Total Improvements</b>				<b>\$264,447.50</b>
<b>Utility Conduit</b>				
Electrical line extension	5	E.A.	1500	\$7,500.00
Gas line Extension	5	E.A.	1000	\$5,000.00
Telephone line	5	E.A.	700	\$3,500.00
<b>Total Utilities</b>				<b>\$16,000.00</b>
<b>Engineering Design</b>				
Prepare Preliminary plat, Final Plat, Improvement plans				
<b>Total Engineering</b>				<b>\$50,000.00</b>
<b>Survey staking and material testing</b>				<b>\$20,000.00</b>
<b>Total Improvements</b>				<b>\$350,447.50</b>
<b>Total Improvements @ 130%</b>				<b>\$455,581.75</b>



THIS COST ESTIMATE IS BASED UPON THE BEST INFORMATION AVAILABLE. ACTUAL CONSTRUCTION COST WILL BE AS BID BY THE CONTRACTORS FOR THIS PROJECT. UTILITY SERVICES WILL HAVE TO BE INDIVIDUALLY PRICED BY THE UTILITY COMPANY. ACTUAL UNIT PRICES WILL BE AS BID BY CONTRACTOR. MEAI HAS MADE A REASONABLE EFFORT TO DETERMINE UNIT PRICES BUT CANNOT GUARANTEE THE CONTRACTORS TODAY COST TO INSTALL DO NOT USE FOR BUDGETARY PURPOSE.



**CITY OF KINGMAN**  
ENGINEERING DEPARTMENT

SUBSTANTIVE REVIEW  
ENGINEERING PERMIT APPLICATION

310 N. 4<sup>th</sup> Street, Kingman, AZ 86401 Ph: (928) 753-8122 Fax: (928) 753-8118

Project Name: Sunrise Business Park Tract 6037 Improvements Project Number(s): ENG14-115 & SB14-010  
Project Location: Detroit Avenue and Western Avenue  
Reviewed By: Greg Henry, P.E., City Engineer Date Returned: 7/14/15 Via: E-mail  
Items Reviewed: Final Plat (preliminary) and Improvement Plans Sealed 7/08/2015

Owner / Developer: Lingenfelter Family Trust Name: Fred Lingenfelter  
1080 Riata Valley Road Phone: (928) 715-6351  
Kingman, AZ 86409 Fax: \_\_\_\_\_  
E-mail Address: fjling@cittlink.net

Applicant / Contact: Mohave Engineering Name: Jamini Upadhyaya  
2153 E. Gordon Drive, Suite I Phone: (928) 753-2627  
Kingman, AZ 86409 Fax: (928) 753-9118  
E-mail Address: jupadhvaya@meaiaz.com

APPROVED\*  APPROVED w/CONDITIONS\*  MORE INFORMATION REQUIRED  DENIED  
\*Approval is for the Engineering Department portion of the review. Permit issuance/plan approval may be contingent on reviews on reviews by this and other City Divisions / Departments

The Engineering Department has reviewed your plans associated with the above application and has determined **corrections and/or additional information is needed**. In accordance with A.R.S. § 9-835 the licensing timeframe is hereby suspended until we receive your next submittal. Below are review comments associated with your request:

**REVIEW COMMENTS**

**1. Final Plat:**

- a. The Final Plat is both sealed and stamped "preliminary". I am not sure that this is a legal document. Anyone submitting to the City for formal review should seal all of their work. The City is not obligated to review those documents stamped "preliminary", and in the future will return such documents to the registrant unreviewed.

**2. Sheet C0.3:**

- a. The plan shows the existing 15 foot electrical easement (Fee #2010045637) overlapping the existing curb, sidewalk and pavement for approximately 10 feet within the proposed right of way. This easement will provide prior rights to the Utility and will likely mean that their utility will not have to conform to the City Franchise Agreement with respect to repairs and maintenance of the facility. The Engineer has not addressed this issue. The City Council should be made aware of the situation.

**4. Sheet C1.0:**

- a. A note has been added on increasing the Lmin for the southwest sidewalk ramp at Sunrise and LaSalle, however, the maximum slope in the landing area is still limited to two percent. Lmin should be recalculated. This requirement must be shown on the plans and considered when recalculating the minimum ramp length.
- b. Verify that the street width is in fact 33.16 feet from back of curb to back of curb. There still seems to be an issue with the drawing scale.

**5. Sheet C1.1:**

- a. Show the curb slope and profile for all new curbs that will be constructed as a result of removal of the MCC return type driveways.
- b. Verify that the street width is in fact 33.16 feet from back of curb to back of curb. There still seems to be an issue with the drawing scale.
- c. Verify that the street is wide enough to meet the local standard (33.16 feet B/C to B/C) at the existing sidewalk ramps at Detroit Avenue.
- d. Verify the number of curb inlet catch basins called for in the key notes.

**6. Sheet C1.2:**

- a. Verify the plan 1" = 10' scale for the plan details.

**7. Sheet C1.3:**

- a. The plan view calls for 1 foot separation from storm drain to existing water line, while the profile calls for two feet. Separation should be two feet.

**8. Sheet C2.0:**

- a. The offset for the fire hydrant at station 3+16 is missing.
- b. The plan must depict tees and valves for all new and existing water line items including but not limited to those called for in Key Notes 1, 5, 6 and 10.

**9. Sheet C2.1:**

- a. The separation distance for all water and sewer main crossings (both horizontal and vertical) must be shown on the plan. Extra protection must be called for at all crossings as required by the appropriate City/MAG Details and the Arizona Administrative Code. Please review the requirements of MAG Specification 610.5. "Extra protection is required where a water line is placed within six (6) feet horizontal and two (2) feet vertical above a gravity sewer line. Water lines shall not pass through or come into contact with any part of a sewer manhole and shall be separated six (6) feet horizontal from the center of a sewer manhole." Please review the water/sewer crossings on the plans and call for the appropriate extra protection. Keep in mind that extra protection may vary depending on whether the water and /or sewer facility is existing.

It appears that extra protection specified for station 4+52 consists of restrained joint DIP for both water and sewer for 10 foot each side of the crossing, which is acceptable. The plan is also calling for a vertical realignment of the water line. The detail of the waterline crossing is difficult to understand. The water line is crossing at close to 90 degrees but the detail does not depict it this way. Please show a section of the realigned water line crossing centered on the new sewer main with appropriate vertical realignment. Keep in mind that the City requires restrained joints in lieu of thrust blocks for all vertical realignments. Please show the appropriate length of restrained DIP for the water main on each side of the vertical bend as required by MAG Detail 303-1 and 303-2.

- b. The plan must depict tees and valves for all new and existing water line items including but not limited to those called for in Key Notes 1, 5, 6 and 10.
- c. Verify the drawing scale. 1" to 30' does not scale in either plan or profile views.

**10. Sheet C3.1:**

- a. With respect to the drainage split at Sunrise/Western, on June 29 it was discussed that the existing valley gutter would be used for the control elevations. It is not clear why the gutter is being removed. There is uncertainty as to whether asphalt can be constructed to the tolerances required. Asphalt is further subject to change over time with overlays and maintenance operations. Although, we have previously met to discuss this issue, we are open to additional meetings on the subject.
- b. The plan shows 3.1 % slope of the curb at the sidewalk ramp at Sunrise/Louise. The maximum slope allowed in the landing area is 2 percent. Lmin should be recomputed.

**11. Engineer's Opinion of Cost:** The following items should be addressed:

- a. Item #1 should be 3"AC/6"ABC. The unit cost is low.
- b. Item #10: The quantity and type of sidewalk ramps is incorrect.
- c. Item #13: The quantity is incorrect. The unit price and amount are missing.

Please call or email if there are any questions on these matters.

Sincerely,

Gregory T. Henry, P.E.  
City Engineer

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members  
FROM: Jake Rhoades, Fire Chief  
MEETING DATE: 07-21-2015  
AGENDA SUBJECT: Arizona State Forestry Division Cooperative  
Intergovernmental Agreement / Resolution 4962

**SUMMARY:** The Arizona State Forestry Division Cooperative Intergovernmental Agreement and Kingman, Arizona, for the protection of forest and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8) and 48-805(B) (16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106.

The city of Kingman and The state of Arizona have a Cooperative Intergovernmental Agreement currently in force effective 2003 along with the State Foresters Cooperative Fire Rate Agreement. These agreements are being revised based upon the new rates contained within the Cooperative Fire Rate Agreement.

Resolution 4962 has been completed in order to allow the city to enter into this agreement.

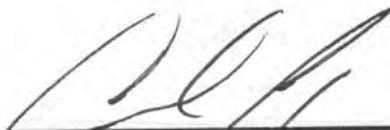
The City Attorney and Human Resources Director have reviewed this agreement for compliance with current city policy.

**ATTACHMENT:** Cooperative Intergovernmental Agreement between the Arizona State Forestry Division Cooperative Intergovernmental Agreement and Kingman, Arizona, for the protection of forest and wildlands.

**FISCAL IMPACT:** There is no fiscal impact to this agreement except for the opportunity reimbursement for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement.

**STAFF RECOMMENDATION:** I move to allow the City of Kingman to enter the Cooperative Intergovernmental between the City Of Kingman and Arizona State Forestry Division as stated within the city of Kingman Resolution No. 4962.

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

  
\_\_\_\_\_  
City Attorney's Review

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

AGENDA ITEM: 4e

**CITY OF KINGMAN RESOLUTION NO. 4962**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL  
OF THE CITY OF KINGMAN, ARIZONA, APPROVING AN  
ARIZONA STATE FORESTRY DIVISION COOPERATIVE  
INTERGOVERNMENTAL AGREEMENT, FOR THE PROTECTION OF ITS  
FORESTS AND WILDLANDS.**

**WHEREAS**, City of Kingman, Arizona is a political subdivision of the State of Arizona, (hereinafter the "City") as prescribed within the Arizona Constitution,; and

**WHEREAS**, A.R.S. 11-951, *et seq*, authorizes the City to enter into an agreement authorizing the joint exercise of powers between the City and another political subdivision, including Arizona State Forestry Division; and

**WHEREAS**, the City desires to enter into the attached Cooperative Intergovernmental Agreement ("the IGA") with which to protection of its forests and wildlands; and

**NOW THEREFORE, BE IT RESOLVED** the City Council hereby approves the attached Cooperative Intergovernmental Agreement.

**PASSED, AND ADOPTED**, by the Mayor and Common Council, of the City of Kingman, Arizona this 21 day of July, 2015.

APPROVED

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

ATTEST:

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

APPROVED AS TO FORM

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

**ARIZONA STATE FORESTRY DIVISION  
COOPERATIVE INTERGOVERNMENTAL AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between City of Kingman here in after referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Agreements and will become effective upon the final signature, and will continue (10) ten years from effective date, unless terminated by either party by (30) thirty days written notice to the other.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. Sections 37-623(F), 9-220 (8) and 48-805(B)(16) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS this is an Intergovernmental Agreement entered into pursuant to A.R.S. § 11-952; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's

boundary or service area when requested by the Cooperator and deemed available by the State Forester. Per A.R.S. 37-623.02.H, the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where he could no longer maintain an adequate level of fire protection on lands within his boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

#### THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in fire suppression and other activities upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;

5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To maintain, and to require any sub-Cooperators operating under this Agreement to maintain, the following minimum insurance coverage.

***Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:***

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

**3. Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its**

**departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

**H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the

Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

#### **INDEMNIFICATION:**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, The City of Kingman shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of The City of Kingman's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

#### **IT IS MUTUALLY AGREED:**

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the master Agreement and attached at a later date and prior to hiring.
3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperator;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.

7. **Inspection and Audit of Records:** Pursuant to A.R.S. Sections 35-214 and -215, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. Section 38-511, the State may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester  
 Arizona State Forestry Division  
 1110 West Washington, Suite 100  
 Phoenix, AZ 85007  
 602-771-1400  
 602-771-1421 fax

Cooperator:

City of Kingman  
310 N 4<sup>th</sup> St.  
Kingman, AZ 86401  
(928) 753-5561

12. **Immigration Compliance:** The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated by reference.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

**COOPERATOR:**

\_\_\_\_\_  
 (Print Name)

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Witness

\_\_\_\_\_

Date

**STATE FORESTER:**

Jeff Whitney \_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

State Forester \_\_\_\_\_

Title

\_\_\_\_\_

Date

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Attorney General

Attorney for the Fire Department, District or City

By: \_\_\_\_\_

By: \_\_\_\_\_

Assist. Attorney General  
Attorney for State Forester

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

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



ARIZONA STATE FORESTER'S  
CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
02-1100-14		D-15-0003-ASF-AZS				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
Kingman Fire Department		Flagstaff				
(14) EQUIPMENT DESCRIPTION		(15) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
g. Engine, Type 1, 500 gallons water, 1500 GPM, Pierce Enforcer, 2007, Unit #211, Engine 211, AZ LIC #G628FA		3	\$139	PER HOUR		
h. Engine, Type 1, 500 gallons water, 1500 GPM, Pierce Impel, 2013, Unit #213, Engine 221, AZ LIC #G049GT		3	\$139	PER HOUR		
i. Tactical Tender, Type T1, 2000 gallons water, 1000 GPM, Freightliner, M2106, Unit #229, Tender T218, AZ LIC #G308GZ		2	\$125	PER HOUR		
j. Command, Dodge Durango, 1/2 Ton, 2005, 4x4, Unit 253, AZ LIC #G645DW		1	\$54	PER HOUR	0.54	MILE
k. Command, Ford Expedition, 1/2 Ton, 2000, 4x4, Unit #259, AZ LIC #G805CL		1	\$54	PER HOUR	0.54	MILE
l. Command, Ford Expedition, 1/2 Ton, 2006, 4x4, Unit #248, AZ LIC #G442EE		1	\$54	PER HOUR	0.54	MILE
m. Command, Dodge Ram 1500, 1/2 Ton, 4X2, 2014, Unit #245, AZ LIC #G357GZ		1	\$42	PER HOUR	0.42	MILE
n. Command, Dodge Ram 2500ST, 3/4 Ton, 2011, 4x4, Unit #246, AZ LIC #G491GD		1	\$65	PER HOUR	0.65	MILE
o. Command, Ford F150, 1/2 Ton, 2006, 4x4, Unit #249, AZ LIC #G415EE		1	\$45	PER HOUR	0.45	MILE
p.						
q.						
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
		Fire Chief John K. Rhoades Jr.		7/21/2015		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		
		Aaron M. Green				

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

## ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
(13) EQUIPMENT DESCRIPTION		(14) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
r.						
s.						
t.						
u.						
v.						
x.						
y.						
z.						
aa.						
bb.						
cc.						
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

## ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
(13) EQUIPMENT DESCRIPTION		(14) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
dd.						
ee.						
ff.						
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ii.						
jj.						
kk.						
ll.						
mm.						
nn.						
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (01/14) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 01/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

## STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT (AMENDMENT PAGE)

COOPERATIVE FIRE RATE AGREEMENT NUMBER	AMEND NO.	IGA REFERENCE AGREEMENT NUMBER
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE
EFFECTIVE DATES		
BEGINNING		ENDING
<p>Special Provisions Additions or Amendment Page Instructions: This sheet to be used to add or delete equipment, additional stipulations or for special pricing such as severity patrols. Each amendment shall be numbered (#1, #2, etc) for reference. Ending date of amendment shall be the same as listed on original CFR. Once signed, this sheet will be attached to original CFR.</p> <p><b>Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM 104A (01/14) attached hereto.</b></p>		
(18) FIRE DEPT/AGENCY REPRESENTATIVE	(19) NAME AND TITLE (PLEASE PRINT)	(20) DATE
(21) STATE LAND DEPT. REPRESENTATIVE	(22) NAME AND TITLE (PLEASE PRINT)	(23) DATE

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Tina D. Moline, Financial Services Director

MEETING DATE: July 21, 2015

AGENDA SUBJECT: WIFA loan consolidation and extension of repayment information

**SUMMARY:**

On June 16, 2015, Council gave staff direction to research the possibility of consolidating and extending repayment of the loans obtained from the Water Infrastructure Finance Authority (WIFA) for the upgrades to the Downtown and Hilltop Wastewater Treatment Plants.

Staff will provide Council with the following information as it relates to the City's existing WIFA loans and the City obtaining additional funding from WIFA for water and sewer infrastructure improvements:

1. Restructuring existing loans
2. Consolidating new and existing loans
3. Water and sewer infrastructure loan qualifications, terms, and reserve requirements
4. Pre-payment policy

ATTACHMENT: None.

RECOMMENDATION: None.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 5

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members  
**FROM:** Engineering Services  
**MEETING DATE:** July 21, 2015  
**AGENDA SUBJECT:** ACCEPTANCE OF PARCEL PLAT FOR LOT LINE ADJUSTMENT FOR CITY OF KINGMAN PROPERTY AT ANDYDEVINE AVENUE AND FAIRGROUNDS BOULEVARD

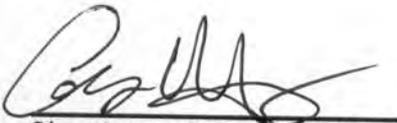
**SUMMARY:** Staff has prepared a Parcel Plat for City of Kingman property located at the intersection of Andy Devine Avenue and Fairgrounds Boulevard. The Plat adjusts the lot lines for the purpose of establishing the Fairgrounds Boulevard right of way (Parcel A). It also establishes a drainage parcel (Parcel C) for the existing channel and drainage improvements on the north side of the property. Parcel B, the commercial property, will be adjusted to include the excess portion of the Fairgrounds Boulevard right of way.

The City Surveyor has prepared the plat to conform with all City/County requirements. The establishment of the Roadway and Drainage parcels will allow the City to maintain such facilities in the future. Staff recommends approval of the Parcel Plat.

**ATTACHMENTS:** Parcel Plat

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff recommends that the mayor be authorized the Parcel Plat on behalf of the City

  
Signature of Dept. Head

  
City Attorney  
Approved as to Form

  
City Manager's Review

AGENDA ITEM: 6a



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: John A. Dougherty, City Manager

MEETING DATE: July 21, 2015

AGENDA SUBJECT: As part of the America's Best Communities (ABC) contest the ABC Team would like to put a welcome arch across Beale Street in the vicinity of Metcalf Park and Veteran's Park.

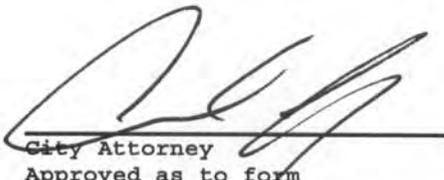
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SUMMARY: The ABC Team is in the process of working on a welcome arch across Beale Street. Doug Adams of Nucor Steel is looking into the cost of having design work and fabrication done by Nucor. The City Manager is meeting with city staff (Engineering, Public Works, Developmental Services, Parks and Risk Management) next week to discuss what would be required, should Council approve, in concept, accepting this gift. Council meets after the next ABC Team meeting and I am looking for guidance on whether Council thinks this would be something the city would be interested in having.

ATTACHMENT: None

STAFF RECOMMENDATION: Only speaking for myself, I think it would be very welcoming for visitors coming off the highway and encourage people to visit our downtown entertainment district. The design and picture in your packet are only conceptual but gives you an idea of what the ABC Team is looking to do.

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

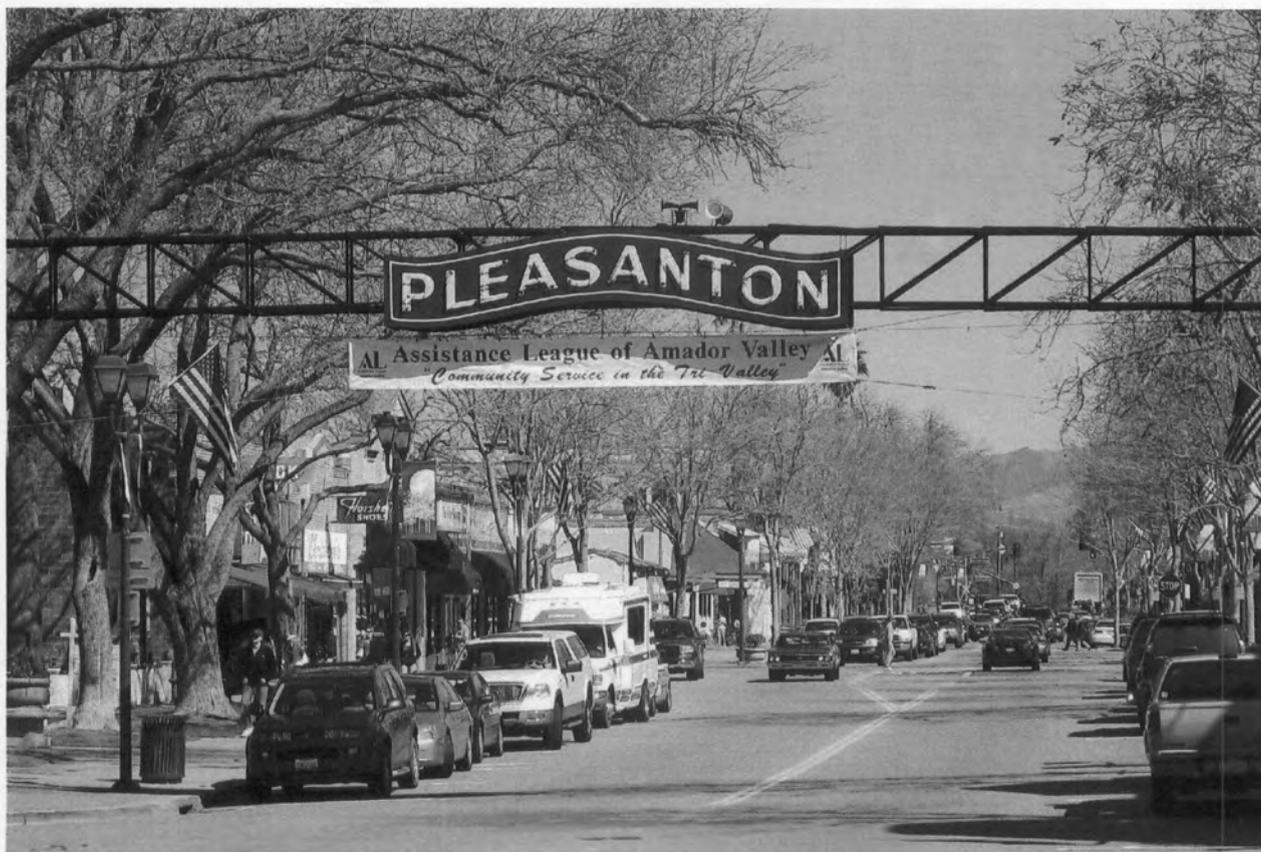
  
\_\_\_\_\_  
City Attorney  
Approved as to form

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

AGENDA ITEM: 6b

By Whom: \_\_\_\_\_

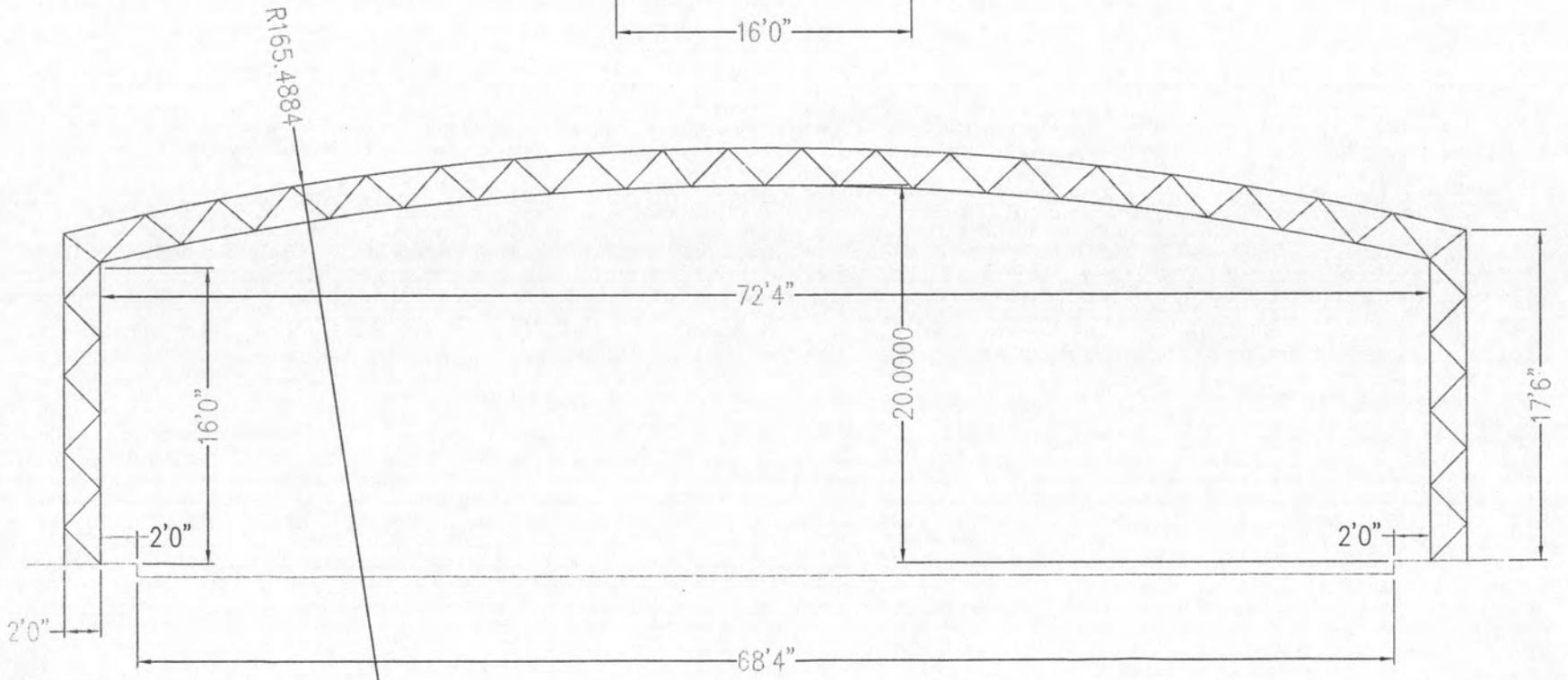
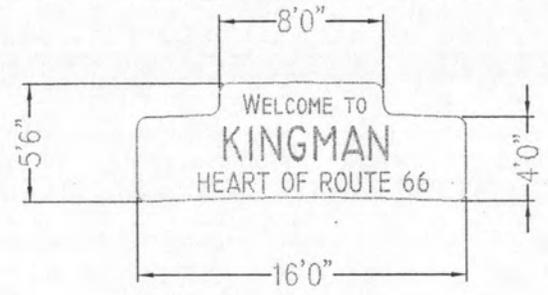
When: 5/21/15 \_\_\_\_\_



# Beale @ Metcalf Park

ITEM	QUA	DRAWING NO	DESCRIPTION	MAT'L	WT
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2012 INTER NATN  
 BUILDING CODE  
 MAX 115 MPH  
 A50 90 MPH



NO.	REV.	DATE	BY	CHKD.	DESCRIPTION

NUCOR STEEL ARIZONA  
 MERCHANT BAR & ROD MIL. FACILITY  
 KINGMAN, ARIZONA 86413



DWG\_DESCRIP\_LINE\_1  
 DWG\_DESCRIP\_LINE\_2  
 DWG\_DESCRIP\_LINE\_3  
 DWG\_DESCRIP\_LINE\_4

TOLERANCES  
 UNLESS OTHERWISE SPECIFIED  
 DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE

SCALE	DATE	BY	CHKD.
	07/06/2015		

BEALE-KINGMAN

Beale REV