

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

**5:30 P.M.**

**AMENDED AGENDA**

**Tuesday, September 1, 2015**

**REGULAR MEETING**

**CALL TO ORDER & ROLL CALL**

**INVOCATION** will be given by Tracie Padilla of Praise Chapel

**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**

**a. The Work Session minutes of July 27, 2015**

**b. The Regular Meeting and Executive Session minutes of August 4, 2015**

**c. The Work Session minutes of August 24, 2015**

**2. APPOINTMENTS**

**Assignment to the Volunteer Firefighters Pension Plan Board**

With the passing of John Osterman, there is a vacancy on the Volunteer Firefighters Pension Plan Board for the position of member of the public. Retired Fire Chief Chuck Osterman has volunteered to fill this vacancy. Chief Osterman is not enrolled in the volunteer firefighter pension plan. **Staff recommends appointing Chuck Osterman to fill the vacancy in the Volunteer Pension Plan Board.**

**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. Resolution 4966 authorizing a Memorandum of Understanding (“MOU”) between the Arizona Department of Revenue (“ADOR”) and the City of Kingman to establish performance measures to promote the timely, efficient and accurate processing of municipal tax matters**

The ADOR and City of Kingman recently entered into an intergovernmental agreement to establish a uniform method of administration, collection, audit and licensing as it relates to

municipal tax matters. In order to establish performance measures to promote the timely, efficient and accurate processing of these municipal tax matters by the ADOR, an MOU has been created between the ADOR and the City of Kingman. The terms of the MOU run on an annual basis from July 1, 2015 through June 30, 2016 and will renew automatically subject to the annual review conditions provided for in the MOU. **Staff recommends approval.**

**b. Authorization for the Purchase of a Self-Contained Breathing Apparatus (SCBA) Compressor**

Staff is requesting authorization for the purchase of the SCBA Compressor utilizing the bid from LN Curtis and Sons in the amount of \$65,098.80 including sales tax. Staff recommends the addition of the hose reel option in the amount of \$1,916.00 including sales tax. Finally, staff recommends the facilitation of the phase converter which must be installed at a total of \$4,400.00. The total for the completion of this project is \$67,015.90. **Staff recommends Council approve acceptance of the bids from LN Curtis and Sons to include hose reel option and Barkhurst Electric for phase converter installation.**

**c. Award of bid for Ford PI Interceptor Police Package vehicles**

The Kingman Police Department solicited bids for four 2015 or newer Ford PI Interceptor Police Package vehicles. The only bid submitted totaled \$127,600.36 (individual cost of \$31,900.09) from Cerbat Hills Ford DBA Colorado River Ford in Kingman. In the future the department will solicit bids to equip the vehicles. **Staff recommends approval.**

**d. Award of bid for Chevrolet Silverado half ton vehicle**

The Kingman Police Department solicited bids for one 2015 or newer Chevrolet Silverado vehicle. The vehicle will be utilized for the Neighborhood Services Unit. The only bid submitted totaled \$35,234.10 from Kingman Chevrolet - Buick. In the future the department will solicit bids to equip the vehicles. **Staff recommends approval.**

**e. Award of bid for Ford Explorer 4WD Vehicle**

The Kingman Police Department solicited bids for one 2016 or newer Ford Explorer vehicle. The vehicle will be utilized for the Flex Team K-9. The only bid submitted totaled \$30,586.90 from Cerbat Hills Ford DBA Colorado River Ford in Kingman. In the future the department will solicit bids to equip the vehicles. **Staff recommends approval.**

**f. Authorization to Purchase Toro Groundsmaster 5900 Rotary Mower**

Staff is requesting Council to authorize the purchase of a new Toro Groundsmaster 5900 Rotary Mower. This is an 18 feet width of cut, 99 horse power turbo Diesel, Hydraulic Driven. The mower would replace two 72" Groundsmaster Rotary Mowers that pull after-market trail mowers, these would be moved down in our fleet and used without pulling the trail mowers. **Staff is recommending Council authorize the purchase of new Toro Groundsmaster 5900 Rotary Mower from the Simpson Norton Corporation in the amount of \$88,367.23.**

**g. Consideration of a professional services agreement with Patti Trahern, PE, PHD for a Downtown local limits study, a wastewater classification study and a Hilltop local limits update, ENG15-051**

On August 6, 2013 the Council adopted Ordinance No. 1764 as the City of Kingman Pretreatment Ordinance. In October of 2013, the Arizona Department of Environmental Quality (ADEQ) approved the City's Pretreatment Ordinance. The Pretreatment Ordinance prohibits the discharge of certain substances into the City sewer system. The Clean Water Act [40 CFR 403.8(f)(4)]

requires that the City develop Local Limits, which are site specific limits for Industrial users. The Local Limits are intended to prevent undesirable substances from “passing through” the plant and causing the City to violate its effluent discharge requirements. The Local Limits are also intended to prevent the occurrence of substances that will “interfere” with the treatment plant operations, or cause health concerns for the workers. When the Pretreatment Ordinance was created, the Local Limits Study for the Downtown facility was deferred because the plant was not yet operational. The Hilltop Local Limits requires an update to review certain pollutants of concern such as copper, mercury, selenium and others. The Wastewater Classification Study will review the wastewater strength classification rates from the Utility Regulations. The current Table has not been updated since the Regulations were adopted in 1987. Staff has asked for a proposal from Patti Trahern, PE, PhD to prepare all of the work under a single agreement. Dr. Trahern was involved with the City’s initial Pretreatment Ordinance. **Staff recommends that Council approve the Professional Services Agreement with Patti Trahern and authorize the Mayor to sign the Agreement on behalf of the City.**

**h. 60 Day Contract extension for the Powerhouse Rehabilitation Project Design to Seabury Fritz Architects Inc.**

On March 18, 2015, a contract was awarded to Seabury Fritz Architects Inc. for the design plans for the Powerhouse rehabilitation grant project. Seabury Fritz Architects Inc. has complied with all schedule requirements. The original contract was for a 180 day timeframe to be completed. Due to ADOT plan review times, the process has taken longer than expected. The original agreement was to be completed by September 14, 2015. **Staff recommends extending the contract 2 months until November 13, 2015.**

**i. Special Event Liquor License Application**

Applicant Rebecca Fawson of Kingman Route 66 Rotary Foundation has applied for a Series 15 Special Event Liquor License for an event to take place Friday, October 2 and Saturday, October 3, 2015 from 10:00 A.M. to 9 P.M. each day at Locomotive Park in Kingman. **Staff recommends approval.**

**j. Special Event Liquor License Application**

Applicant John Patt of Desert Diamond Distillery has applied for a Series 16W Wine Fest/Wine Fair Liquor License for an event to take place Friday, September 25, 2015 from 6 P.M. to 10 P.M., Saturday, September 26, 2015 from 12 P.M. to 10 P.M., and Sunday, September 27, 2015 from 10 A.M. to 4 P.M. at Locomotive Park in Kingman. **Staff recommends approval.**

**k. Special Event Liquor License Application**

Applicant Billy T. Ward of Boys & Girls Club of Kingman has applied for a Series 15 Special Event Liquor License for an event to take place Friday, September 25, 2015 from 4 P.M. to 10 P.M., Saturday, September 26, 2015 from 10 A.M. to 10 P.M., and Sunday, September 27, 2015 11 A.M. to 5 P.M. at Locomotive Park in Kingman. **Staff recommends approval.**

**l. Liquor License Application**

Applicant Michael Alexander Campbell of Ruyi Express has applied for a Series 12 Liquor License for a restaurant at 960 W Beale Street. **Staff recommends approval.**

**m. Extension of Premises/Patio Permit Liquor License**

Applicant Ronald P. Campbell of The Garlic Clove has applied for an Extension of Premises/Patio Permit for his Series 12 Restaurant Liquor License for an event to take place

October 10, 2015 at 509 Beale Street between 5<sup>th</sup> Street and 6th Street in Kingman. **Staff recommends approval.**

**n. Extension of Premises/Patio Permit Liquor License**

Applicant Alton Floyd of Redneck's Southern Pit Barbeque has applied for an Extension of Premises/Patio Permit for his Series 12 Restaurant Liquor License for an event to take place September 25 to September 27, 2015, at 420 Beale Street in Kingman. **Staff recommends approval.**

**o. Extension of Premises/Patio Permit Liquor License**

Applicant Noble Zubaid of Canyon 66 Restaurant & Lounge has applied for an Extension of Premises/Patio Permit for his Series 12 Restaurant Liquor License for an event to take place September 23 to September 27, 2015 at 3100 E Andy Devine Avenue in Kingman. **Staff recommends approval.**

**p. Request for Public Auction of Parcel IV-U-B-F at the Kingman Airport and Industrial Park**

Kingman Airport Authority, Inc. is requesting a Public Auction of Parcel IV-U-B-F at the September 15, 2015 City Council Meeting. This parcel contains 2.93 acres and it has been appraised at \$130,000. The anticipated bidder may require ADEQ or EPS permits approving operations on the site. **Staff recommends scheduling a Public Auction of Parcel IV-U-B-F at the Kingman Airport and Industrial Park during the September 15, 2015 regular City Council Meeting.**

**q. Grants of Utility Easements for UniSource Electric, Inc. at Powerhouse SBA cell tower site, 120 Andy Devine Avenue, and C.O.K. Main Water Storage Tank Farm, intersection of Anson Smith Road and White Cliffs Road (Project No. ENG15-057)**

(Easement at Powerhouse Site) The City of Kingman is the owner of this 2.2 acre parcel (Parcel 304-18-040) which is the location of the Powerhouse, 120 Andy Devine Avenue. The parcel is located south of Andy Devine Avenue just west of its intersection with N. First Street. UniSource Electric, Inc. is rebuilding their substation located west of the Powerhouse. Their reconstruction plan calls for a reconfiguration of the power connection to the SBA cell tower site which includes the installation of a new transformer adjacent to the cell tower site and within the City parcel. The proposed easement is not in conflict with any current site functions and improvements. This easement request will allow UniSource Electric, Inc. to install a new transformer for the SBA cell tower. (Easement at Main Water Storage Tank Farm Site) The City of Kingman is the owner of this 10.0 acre parcel (Parcel 305-09-008). This parcel is located at the intersection of Anson Smith Road and White Cliffs Road and is outside of the city limits. This is the site of the City of Kingman main water tank farm facility. UniSource Electric, Inc. discovered that their existing overhead power lines crossing this parcel do not have easements. The lines include a power transmission line and a distribution line which serves the City of Kingman water tanks. The proposed easement is for existing utility lines so there are no anticipated conflicts with site access, functions and improvements. This easement request will correct this omission and provided for legal access and placement of these overhead utility lines. **Staff recommends granting the utility easements for UniSource Electric, Inc.**

**5. OLD BUSINESS**

**a. Presentation of a \$3,750 as the Final Installment to Repay Back the \$5000 Seed Money Granted by the City of Kingman to the Kingman and Mohave Manufacturing Association (KAMMA)**

On September 4, 2012, the City granted \$5,000 to KAMMA as seed money to become organized and obtain its non-profit, tax exempt status. Since that time KAMMA has incorporated and gained its tax exempt status. Membership has grown and KAMMA wants to repay the grant in one final installment of \$3,750. An oversized check presentation for the final installment will be made at the City Council meeting, but the actual check will not be given to the City until December, 2015. **Staff recommends accepting the check.**

**b. Restructuring the Hilltop Wastewater Plant loan**

Staff has been researching the potential to restructure the Hilltop Wastewater Plant loan from 13 to 15 years at 2.5% interest. The Water Infrastructure Finance Authority (WIFA) may or may not approve the application; however, it has been suggested to submit an application. **Staff agrees the City should try and refinance the loan now before interest rates begin to climb.**

**c. Discussion and possible action on the Communication to Council form**

Staff is seeking direction on the proper documentation for requested agenda items. Any form the Council wishes to use is fine with staff. The request is so that it is not left up to interpretation, or misinterpretation, of what the Councilmember is requesting. **Council discretion.**

**d. Discussion and/or action concerning disbandment of the Tourism Development Commission (TDC)**

At the Regular Meeting of April 7, 2015, the Council heard a presentation from Krystal Burge and Tom Spear of the Tourism Development Commission (TDC) concerning possible disbandment. At the Work Session of August 24, 2015, the Council held discussion of this item and requested an action item for the September 1, 2015, Regular Meeting. The Council will discuss and take possible action on the proposal for disbandment of the TDC as well as options regarding a tourism contact with Kingman Visitor Center, Inc. **Council discretion.**

**e. Discussion and possible action concerning Climatec**

At the August 24, 2015 Council Work Session the Councilmembers who were present heard a presentation from Climatec concerning a proposal to assist the City in using savings on utility bills to pay for efficiency improvements. Climatec informed staff they are on the state bidders system so it is not required that the City offer a request for proposal to other vendors. Some of the clients Climatec has worked with are currently being contacted and the City Manager will have a verbal report ready for Council at the meeting. **Staff recommends contracting with Climatec to create a list of projects for Council's approval.**

**6. NEW BUSINESS**

**a. Public hearing and consideration of Ordinance 1801, amending Section 5.000: RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the Zoning Ordinance of the City of Kingman**

Hugh P. & Moira J. Gallagher, applicants, have requested a text amendment to Section 5.000 RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the Zoning Ordinance of the City of Kingman. The proposed amendment

would permit recreational vehicles (RVs) to be allowed by Conditional Use Permit (CUP) within manufactured home parks located in an R-MH zoning district. The applicants are interested in allowing RVs within the Kingman Mobile Home Park at 1100 Topeka Street, which they own. The text amendment would allow no more than 40-percent of the park spaces to have RVs, and the space locations must be shown on an approved site plan, among other conditions. The Planning and Zoning Commission held the public hearing on August 11, 2015 to consider the proposed text amendment. The commission voted 5-2 to recommend denial of the proposed text amendment. The commissioners expressed concern regarding the impact of RVs on the manufactured home park and surrounding neighborhoods. A proposed ordinance has been prepared for the Council's consideration based on the requested text amendment and staff recommendations. **The commission's recommendation was to deny the requested amendment.**

**b. Proposed Resolution No. 4967, approving a change of beneficiary of a trust for Kingman Crossing, Tract 1993-A, a single family residential subdivision**

Kingman Crossing Tract 1993-A is a single family residential subdivision located on the south side of Airway Avenue at Santa Rosa Drive and is not associated with nor a part of the city-owned parcel south of I-40. On January 17, 2012 the Kingman Common Council passed Resolution No. 4762-R which accepted a new property escrow assurance and released a surety bond for Kingman Crossing, Tract 1993-A. The property escrow assurance was accepted to assure the completion of all remaining uncompleted off-site subdivision improvements for Kingman Crossing, Tract 1993-A east of Santa Rosa Drive. Under the assurance agreement, no individual lots can be sold until all required subdivision improvements are completed. The portion of Kingman Crossing, Tract 1993-A subject to the property escrow agreement is in a trust with Pioneer Title Agency, Inc. as Trustee under Trust No. 9289. The original beneficiary of the trust was WLN Construction, LLC. The property escrow agreement requires that Pioneer Title obtain the City's written approval prior to the transfer, release, or conveyance of any of the property in this section of Kingman Crossing, Tract 1993-A. In 2013 the Council passed Resolution No. 4846 which approved a change to the beneficiary of the trust to include Frank Moore Construction, LLC as the second beneficial interest. Angle Homes has recently entered into a purchase agreement for the subject property. As a result, Pioneer Title Agency proposed changing the second beneficial interest first to Francis P. Moore individually then to Angle Homes, Inc. **The Council is asked to approve Resolution No. 4967 which will provide the required written authorization for the change of beneficiary to Angle Homes, Inc.**

**c. Discussion and direction concerning street closures**

The City recently received an application for a street closure to hold an event downtown. The business owner was told he would have to make arrangements for the street closure barricades. Upon contacting a vendor in Fort Mohave the business owner decided the cost (\$1,100) was too prohibitive and talked about cancelling his event. The City Manager asked the Public Works Director to calculate the cost of the Street Department handling the street closure (\$390). Department personnel have been through training on doing street closures and the department has the equipment to do minor closures on a periodic basis. **In order to encourage events in the city, staff would like authorization from Council to do street closures using city personnel, at the City Manager discretion, when feasible and personnel are available.**

**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.**

9. **EXECUTIVE SESSION**

Pursuant to ARS 38-431.03(A)(7), the City Manager requests that the Mayor and Common Council vote to go into executive session for discussion and later possible action.

**a. E. Andy Devine Avenue property appraisal**

Pursuant to ARS 38-431.03(A)(4)(1), the City Manager requests that the Mayor and Common Council vote to go into executive session for discussion and later possible action.

**b. City Manager contract**

**ADJOURNMENT**

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

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

**3:30 P.M.**

**MINUTES**

**Monday, July 27, 2015**

**WORK SESSION MEETING OF THE COMMON COUNCIL**

<b>Members</b>	<b>Officers</b>	<b>Visitors Signing in</b>
<b>Richard Anderson – Mayor --- EXCUSED</b>	<b>John Dougherty, City Manager</b>	<b>See attached list</b>
<b>Mark Wimpee, Sr. – Vice-Mayor --- EXCUSED</b>	<b>Carl Cooper, City Attorney</b>	
<b>Mark Abram</b>	<b>Keith Eaton, Assistant Fire Chief</b>	
<b>Larry Carver</b>	<b>Greg Henry, City Engineer</b>	
<b>Jen Miles</b>	<b>Robert J. DeVries, Chief of Police</b>	
<b>Stuart Yocum</b>	<b>Diane Richards, Budget Analyst</b>	
<b>Carole Young</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>Tina Moline, Finance Director</b>	

**WORK SESSION**

**ALL WORK-SESSION ITEMS LISTED ARE FOR DISCUSSION ONLY. NO ACTION CAN OR WILL BE TAKEN.** The primary purpose of work session meetings is to provide the City Council with the opportunity for in-depth discussion and study of specific subjects. Public comment is not provided for on the Agenda and may be made only as approved by consensus of the Council. In appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an Agenda item if invited by the Mayor or City Manager to do so. The Mayor may limit or end the time for such presentations.

**CALL TO ORDER & ROLL CALL  
PLEDGE OF ALLIGENCE**

Councilmember Carver called the meeting to order at 3:29 P.M. and roll call was taken. All Councilmembers were present except Mayor Anderson and Vice Mayor Wimpee Sr. who were excused. The Pledge of Allegiance was said in unison.

## 1. Discussion of the timeline and process for Kingman Crossing

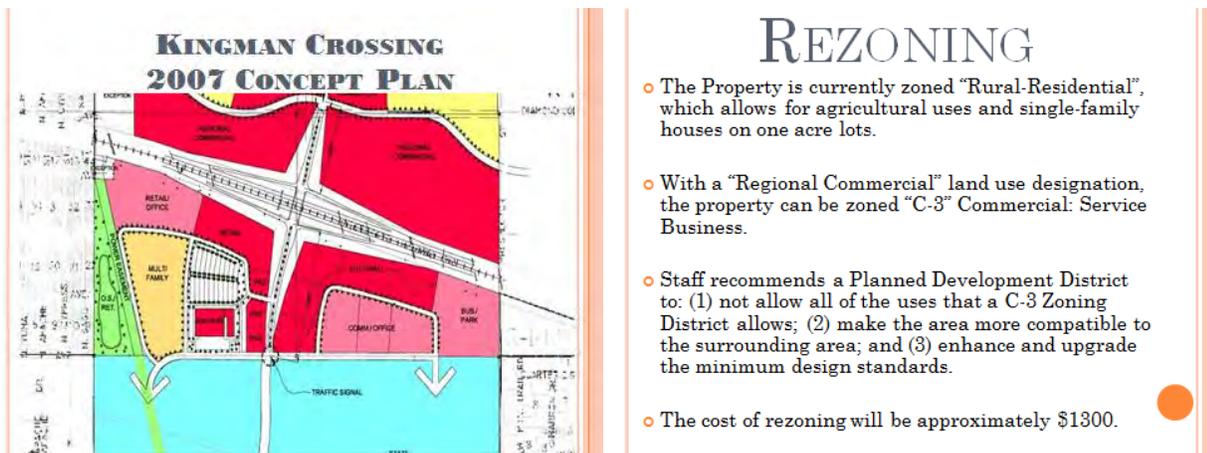
Staff will provide information to the Council concerning the proposed timeline and process regarding Kingman Crossing including, but not limited to, rezoning, election on possible sale of City owned property at the Kingman Crossing location, and the process and timeline for a possible interchange at the location. Staff will answer questions from the Council on the project.

Development Services Director Gary Jeppson gave a PowerPoint presentation.



Slide 1 – Mr. Jeppson gave a synopsis of this slide.

Slide 2 – Mr. Jeppson said that this slide showed the concept plan for the property and there has not been a new one developed since 2007.



Slide 3 – Mr. Jeppson gave a synopsis of this slide. He said that the cost for this is for publishing ads in the newspaper.

Slide 4 – Mr. Jeppson gave a synopsis of the subdivision law. He said that there is water and sewer at the Kingman Regional Medical Center (KRMC) campus in the area. He said that he is not aware of the engineering costs. He said that he has heard this from others but does not know where these figures come from.

## SUBDIVISIONS

- ARS §9-463.02. **Subdivision defined: applicability A.** "Subdivision" means improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediate or future, into four or more lots, tracts or parcels of land, or, if a new street is involved, any such property which is divided into two or more lots, tracts or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than two parts."
- W Kingman Crossing LLC must be willing to subdivide its property in order for the traffic interchange, as it is now approved to be constructed.
- In order to have access to the City's property from the traffic interchange, a roadway to a collector street must be constructed. Such a roadway will divide the City's property, which means the City's property will need to be subdivided.
- Water and sewer are located at the Hualapai Campus of KRMC.
- Staff is not aware where the critics got their engineering cost estimates. Infrastructure costs for development of the south side have not been estimated.



Slide 5 – Mr. Jeppson explained the color variation. He said that the color south is what was is not approved. He said that the referendum meant northern access only.

Slide 6 – This slide showed a map with the proposed traffic interchange.

## SUBDIVISION SURETIES

- Construction of Improvements Prior to Final Plat Recordation
- Escrow Account
- Letter of Credit



Slide 7 – Mr. Jeppson explained the sureties for subdivision.

Slide 8 – Mr. Jeppson said that the design concept report was approved in June, 2010.

## DESIGN CONCEPT REPORT

- The current Kingman Crossing DCR, approved June 2010, does not show access to the south of the interchange ramps, therefore, a revised DCR, approved by ADOT and FHWA, is required in order to provide access to the City's property from the interchange.
- Funding and timing for this revised DCR has not been identified.
- A route from the interchange to a collector street (Louise Ave.) will need to be constructed in order to allow the southern access to the interchange.
- A 102-foot of right-of-way and easement exists for the extension of Cherokee.
- Apache Drive (50-feet)/Sage Street (60-feet) are existing rights-of-way to the west of Section 16.
- The Airfield Avenue alignment runs along the south portion of the City's property. There is not a street easement or right-of-way on the State Trust land south of the City's property.

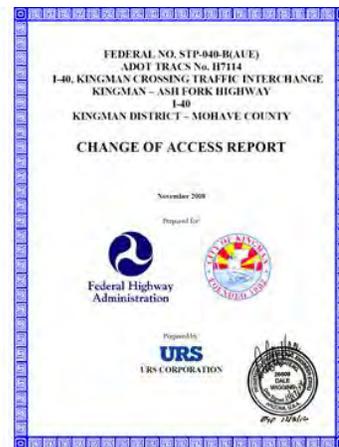
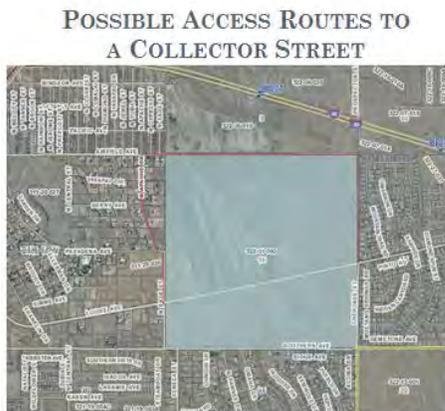


Slide 9 – Mr. Jeppson said that there is no southern access. He said that the City would need to revise this and identify a route from the traffic interchange to a collector street such as Louise Avenue. He said that the City has easements in the area that can be looked at.

Slide 10 – This slide showed the original design maps. Mr. Jeppson said that an access road was planned through Section 16; however, the developer did not buy the property and the plan was scrapped.

Councilmember Miles asked Mr. Jeppson to explain this further.

Mr. Jeppson said that the alternatives were not being recommended. He said that there are other roads but the interchange has to have access to a collector street. He said that staff would recommend Louise Avenue as there is not as much traffic and a collector street would be developed after the sale of Section 16.



Slide 11 – Mr. Jeppson explained that the red lines show possible alignments and explained each.

Slide 12 – Mr. Jeppson gave a synopsis of this slide.

## CHANGE OF ACCESS REPORT

- In addition to the Revised Design Concept Report, a revised Change of Access Report that allows access to the south, across the City's property is necessary before ADOT and FHWA to consider approval of the south access to I-40.
- Funding for this revised Change of Access Report has not been identified.
- No timeframe on review and approval

## DESIGN

- Upon approval of the amended DCR and COAR, the interchange will need to be designed.
- The interchange is currently at the 35% design stage.
- The design period for the interchange to a 95% design stage is estimated to be one year and will cost approximately \$1 million.
- No engineering costs for infrastructure and roadway extensions.

Slide 13 – Mr. Jeppson said that a timeframe has not been established and no engineering firm has been hired for this project.

Slide 14 – Mr. Jeppson said that Kingman Crossing is currently at a 35-percent design stage. He said that the cost to bring the project to bid would be approximately \$1 million. He said that the TIGER grant could be utilized for design within one year if the grant were awarded. He said that there are no costs for roadway extensions or other improvements listed in the design concept report right now.

## SALE OF PROPERTY

- In order to sell property valued over \$500,000, the City is governed by the ARS §9-403. Sale of real property valued at more than five hundred thousand dollars; special election; sale at auction.
- Possibly legislation in the next legislative session could change this limit.
- The ballot decision will need to be made by May 2016 to be on the November 2016 general election ballot.
- If a majority of the ballots cast is in favor of selling, then the City may sell the property at public auction to the highest bidder for cash, reserving the right to reject any and all bids.



Slide 15 – Mr. Jeppson went over the process for the sale of the City owned property at Kingman Crossing. He said that the value limit required to send the sale of the property to the voters may be changed due to proposed legislation. He said that currently the sale of the property would need to go through an election.

Slide 16 – This slide showed a map of the proposed project including the subject City owned property.

Councilmember Young asked if the property must be sold in one piece.

City Attorney Carl Cooper said that this would be up to the Council.

Councilmember Young asked about the costs to construct roads.

Councilmember Abram asked whether the improvement costs would be the responsibility of the property owner.

City Manager John A. Dougherty said that they would unless the purchaser were to negotiate otherwise with the Council. He said that this would be up to the Council.

Councilmember Young said that a decision needs to be made to sell the property as one or two pieces.

Councilmember Carver said that the Council needs options.

Councilmember Young said that if the property is sold in two pieces it does not need to go to the voters and could be subdivided into smaller pieces.

Councilmember Miles asked if the same conditions would be imposed on the north side of the interstate and whether the developers are required to participate in the traffic interchange.

Mr. Jeppson said that this was not correct and that the zoning on the northern portion is not effective until construction begins on the traffic interchange.

Councilmember Miles asked whether the City would want the zoning to be the same on both sides of the interchange.

Mr. Jeppson said that is what staff is recommending but the decision is up to the Council.

Councilmember Young said that she thought that was what came to the Council previously.

Mr. Jeppson said that this is what staff is recommending.

Councilmember Miles said that the Council needs to decide on this.

Mr. Jeppson said that this matter could be placed back on the agenda and if Council approves it the City would begin the process with a public hearing.

Councilmember Carver asked what would happen if the traffic interchange was never completed.

Mr. Jeppson said that construction would only begin if Council were to remove the restriction that prevents construction on the property until construction on the traffic interchange begins.

Councilmember Young asked if the zoning would remain rural residential.

Mr. Jeppson said that it would regardless of ownership.

Councilmember Miles asked if the property owners could start building houses.

Mr. Jeppson said that the property owners could put in the necessary infrastructure and build on one-acre lots.

Councilmember Young said that there is no guarantee that there will be retail on the property.

Councilmember Carver asked if the land was still designated as "Open Space".

Mr. Jeppson said that the land is designated as “Regional Commercial” except for the west ern 17 acres of the property which is still “Open Space”.

Councilmember Abram asked who owns Section 16 which Mr. Jeppson said was State Trust land. Councilmember Abram then asked for clarification that, in order to eliminate the possibility of truck stops and other businesses at the property, the City would have to move forward with the recommended Planned Development District which would secure the area from the development of undesirable businesses.

Mr. Jeppson said that this was correct.

Councilmember Young said that there is no guarantee of what will be built there.

Mr. Jeppson said that a future Council could change the zoning.

Councilmember Young said that it is important to have the traffic interchange. She said that there is no guarantee the traffic interchange will be completed or that the property will be developed as retail. She said that the City has to look at the options to build the property itself and ensure that it is built as commercial.

Mr. Dougherty said that he has never heard the Council say that this was their objective. He said that he has heard the Council say that there would be no money put into the project which he did not believe was accurate. He said that the City will negotiate on the sale of the property and the City can help with the project.

Councilmember Young said that the public perception is that this is going to be lots of retail and sales tax and the traffic interchange will be built. She said that this is not necessarily going to happen and asked if the City should work up a strategy to build the traffic interchange.

Councilmember Carver said that this is a return on investment. He said that our grandchildren will be paying to build this. He said that if the City sells the property and extends the planned development district then there are other options to look at. He said that there will be some City funds spent on the project.

Councilmember Young asked what will be put out. She said that residents think this will be a sure thing and asked if they would prefer to keep the land and save it as a residential area and park with a fire and police station.

Councilmember Miles said that there are other constituents and they would prefer putting the funding into industrial development. She said that there is still a question as to what the City wants to invest in. She asked if it is a good idea to sell the property now. She said that a developer could just build residential housing in which the plan would go away. She said that there is a downside to selling the property right now.

Councilmember Young asked what the value of the property is right now. She asked whether the City should sell the property or hold onto it. She said that she worries the property will sit and go back to residential zoning, which Councilmember Miles agreed with.

Councilmember Abram said that there is no one out there that has said they want to buy the property. He said that there is no guarantee of what will be built there. He said that this is only to ensure what will go in is commercial and will be what the Council wants. He said that the Council should go forward with the zoning change.

Councilmember Young asked if the Council wants to sell the property.

Councilmember Miles said that these steps lead to putting the sale of the property on the ballot. She said that the big question is to put this on the ballot.

Councilmember Young asked said it is whether to put the property on the ballot as residential or commercial.

Councilmember Miles said that this should be put on the ballot with the planned development district since it can still fall back to residential.

Councilmember Carver said that the General Plan classification does not affect the current zoning of "Rural Residential".

Councilmember Young said that when this first came before the Council they were told it was put on the agenda as there was a lot of interest.

Mr. Dougherty said that there is a lot of interest. He said that he has received several calls and he has told anyone interested that the development is still several years away. He said that there is definite interest in the property. He said that the assumption is that the developers have to put in millions for the traffic interchange. He said that there is no planned development right now as he didn't realize it would take five or more years to complete the project.

Councilmember Young asked where the City should start and whether the City should sell the land. She said she talked to lots of developers at the International Council of Shopping Centers (ICSC) conference in Las Vegas and there were several who would love to build here but will not pay for an interchange.

Councilmember Carver said that the Council has reclassified the property in the General Plan and the next step is rezoning. He said that the City is not selling the property yet and needs to rezone it. He said that the property cannot be sold as commercial right now.

Councilmember Miles asked how long it would be before the property reverts back and if there is a sunset on the rezoning.

Mr. Jeppson said that there is no time stipulation and the Council would have to take action to rezone the property back to residential.

Councilmember Miles asked if the property should be sold in the next year knowing that the project would take five years or more to complete and the value will go up closer to the completion of the traffic interchange.

Mr. Cooper said that the authorization to sell the property does not mean that the City is selling the property. He said that it means the voters have said the City can sell the property at any point in time.

Councilmember Young said that she thinks the Council is ahead of itself by re-designating the property without a work group to see if the City wants to sell the property. She said there is no strategy currently.

Councilmember Carver said that the matter presented to Council is strictly for rezoning the property. It is not a question of whether to sell or divide the property.

Councilmember Miles said that she has a very different perspective. She said this is just like a bond and the City has to have a base plan in mind including estimated revenue from the development. She said that this will have a huge impact on the community and the City can plan it out better.

Councilmember Carver said that this should take place after the rezoning. He said that a plan can't be developed if the zoning isn't in place.

Councilmember Miles said that the City needs to have a concept plan and get public buy-in. She said that the City needs to make estimations and judgements. She said that there are standards for development and if the City is relying on this for sales tax the Council needs to know how much capacity there is in that property which would be based on the concept. She asked how much debt the City can go into for this.

Councilmember Young said that there was an analysis done and the estimate was for 200 tax dollars per square foot and included a total figure. She said that that the analysis subtracted leakage. She said that her concern is what's best for the City. She said that it is best to bring in sales tax. She said that if there is a vote to sell the land then she wants to be sure the development is going to bring in sales tax. She said that the people she spoke with at ICSC will not put money into the project though they are interested in building in Kingman. She said that she does not want the land to be developed as residential down the road.

Councilmember Carver said that he is hearing conflicting statements. He said that the property needs to be retail which would be C-3 zoning. He said that retail cannot be developed in a Rural Residential zoning.

Councilmember Young said that the property does not need to be zoned yet. She said that the Council needs to decide whether to sell the property now and then what they want to sell it as. She asked how the City is going to sell and what incentive plans would be. She said that the other side of the interstate wanted sales tax incentives and the Council needs to decide if they want to give that to the buyer of the property.

Councilmember Abram said that this would be part of the negotiations with an interested party.

Councilmember Young said that the Council needs to know what they are willing to give.

Councilmember Miles said that this shouldn't be a mystery. She said that if the Council knows who is interested then they know how much to give away.

Mr. Dougherty said that the Council needs to know how much they are willing to spend before obtaining voter approval to sell the property.

Councilmember Young said that she spoke with a company who wanted to lease the property.

Councilmember Abram said that he sees two items: does the Council do the zoning change and what to do to get the sale of the property before the voters as a commercial property. He said that if the property is sold as commercial it should bring a higher price. He said that the Council wants to rezone the property before thinking about putting the property up for sale. He said that the Council needs a decision for the 2016 election. He said that the first step is the zoning classification and then to get this in the works to present the question to the voters on whether or not to sell the property.

Councilmember Young said that the decision on whether or not to sell the property needs to be made first.

Councilmember Carver said that the City can't sell the property without rezoning it. He said that the Council would have to go back and rezone it after.

Councilmember Young said that there will be a cost to rezone the property now.

Councilmember Carver said that this will allow the property to be marketed as commercial.

Councilmember Young said that an appraisal can be done without the rezoning.

Councilmember Carver said that Councilmember Young keeps going back to selling the property which won't do any good unless the Council wants to sell the property as Rural Residential.

Councilmember Young said that the Council has to make a decision on whether or not to sell the property. She said that the Council never voted to sell the property. She said that there needs to be an agenda item to sell the property then rezone it.

Councilmember Carver said that he thinks the zoning needs to come first which Councilmember Yocum agreed with.

Councilmember Abram said that the Council needs to rezone the property first then decide whether or not to sell it.

Councilmember Young said that she wants what is best for the City and its citizens. She said that she wants it developed as commercial. She said that the Council does not know what is going to happen and a developer could hold the property and develop it as residential.

Councilmember Carver said that if the property is zoned as Rural Residential then commercial development will never happen.

Councilmember Young asked what the property is going to be appraised at. She said that the value in 2008 was appraised at \$10 million if the traffic interchange was put in.

Councilmember Carver said that the property was classified as Open Space then. He said that the City didn't have to rezone the property to appraise it.

Mike Kondelis with the Arizona Department of Transportation (ADOT) discussed the potential timeline for the traffic interchange. He said that everything completed previously will carry forward. He said that access to the north is the only option right now and everything stands. He said that there will be a tremendous amount of work going forward through the design phase. He said that things do take time and five years would be the outside for project completion. He said that if the City gets a consultant on board who is aggressive it can be completed most likely in two to five years.

Councilmember Carver asked if Mr. Kondelis had any idea what the cost would be for the project.

Mr. Kondelis said that \$25 million is within the range but it could be less depending on the bid. He said that ADOT hasn't seen construction costs climb so it would be pretty close to \$25 to \$35 million.

Councilmember Abram asked for clarification that this did not include any additional infrastructure.

Mr. Kondelis said that this would be for the traffic interchange only.

Councilmember Carver said that he agrees a study needs to be done.

Councilmember Miles said that this would involve City resources and where to put them is critical to the City. She said that the Council is taking little pieces and hoping it all works out. She said she thinks the City can do better. She said that they seem like amateurs, which Councilmember Carver disagreed with. She said that they are gaining momentum without knowing the total of what they are buying into. She said that if this could pan out it would be wonderful. She said that options different from this might be prioritized. She said that she hears the good comments about zoning and securing the right kind of business. She said that without access the City can only speculate. She said that the City can't say who is interested, but they can conceptualize.

Councilmember Carver said that if the decision is made to sell then the Council will know who is purchasing the property at that time.

Mr. Dougherty said that the City can propose several options when selling. He said that there is no point to seriously drumming up developers now. He said that the further along the City gets with the project the higher the land value will go. He said that once the City has approval to sell the land they can look at selling in two to five years. He said that developers will be told upfront that they have to put up a substantial part to get this done. He said that this has to do with how much the land sells for. He said that the City can hire consultants to see what is realistic. He asked how far the Council wants to take this before getting voter approval to sell the land and get the project done.

Councilmember Carver asked about the rezoning process.

Mr. Jeppson said that the next step would be a text amendment with the zoning classification on that land. He said that there are a variety of uses that would be restricted with the planned development district. He said that this would go through the public hearing process before coming to the Council. He said that after this there would be a 30 day referendum period and if the matter is not referred then the City can move forward.

Councilmember Carver said that the Council is not discussing selling the property right now.

Councilmember Miles said that the public has an expectations of completed development which needs to be addressed.

Councilmember Carver said that this is just rezoning the property and not selling it right now.

Councilmember Miles said that the public does have an expectation and she is glad the Council is doing this workshop.

Councilmember Young said that the expectation from the beginning is that this is a go which is not necessarily the case. She said that citizens' expectations may not come to fruition.

Abe Martinez addressed the Council and said that the estimated cost of the land was \$183,000 per acre for raw land. They said that the City would need a population of about 200,000 and higher income to draw a developer. He said that a developer won't own enough to do that. He said that they could flip it back and build homes.

Councilmember Young said that this is her fear. She said that there are a lot of national developers who would develop here. She said that tourists will come in and stop. She said that she doesn't want to pay for the interchange and doesn't know that developers would commit to building it. She said that there is a lot to build.

Mr. Dougherty said that this would be a negotiation tactic. He said that two different developers who already own property there have made a \$10 million commitment. He said that the developers already there can't build without this going in. He said that the development is not going anywhere unless the interchange is built.

Tom Carter addressed the Council and said that there was an agreement made in 2007 in which a developer had agreed to pay for the traffic interchange in exchange for keeping any sales tax in excess of the average collected. He said that the agreement fell apart after the economy crashed. He said that looking at the retail situation today Walmart is moving toward neighborhood convenience stores. He said that a developer may want Walmart to contract and build a convenience store in which the City would lose the one currently on Stockton Hill Road. He said that the owner would then have to try to fill that building up like when the last Walmart closed. He cautioned the Council to beware of this.

## **2. Guidance and direction regarding the requested town hall meeting concerning Kingman Crossing**

The Council will provide guidance and direction to staff regarding availability for the "town hall" special Council meeting to be held on Kingman Crossing in order to provide additional information to the public.

City Clerk Sydney Muhle said that she needed to know the dates the Council would be available for this meeting.

Councilmember Carver reminded the Council that the League of Arizona Cities and Towns Conference would take place the third week of August.

Councilmember Miles suggested August 25<sup>th</sup>.

Councilmember Abram said that the week of August 25<sup>th</sup>, 26<sup>th</sup>, and 27<sup>th</sup> seemed to be a good week.

Councilmember Carver asked that staff look at these dates and see if any of them would work.

### 3. Discussion of possible additional revenue streams

Staff will answer questions from the Council on potential additional revenue streams including the establishment of a fire district and institution of a primary property tax.

Finance Director Tina Moline gave a PowerPoint presentation.

#### City of Kingman – History of Revenue Structure

##### 2005

- No property tax
- 2% transaction privilege tax ("TPT")
- 2% additional TPT on hotels (dedicated to tourism)
- Development investment fees adopted

##### 2010

- 2% additional TPT on hotels (dedicated to capital projects)

##### 2011/2012

- 2% additional TPT on restaurants and bars (dedicated to HURF & general fund public safety purchases)
- Eliminated development investment fees

##### 2013

- 1% reduction of TPT on restaurants and bars (1% remaining dedicated to HURF)
- 0.5% additional TPT

##### TAX RATES TODAY

- 2.5% TPT = \$14.1 million dollars
- 4% additional TPT on hotels = \$720,000
- 1% additional TPT on restaurants and bars = \$700,000

#### General Fund Overview of Revenues and Expenditures

	ACTUAL FY13	BUDGET FY15	% Increase	\$ Increase
<b>REVENUES</b>				
<b>Local</b>				
Sales Tax (2.5%)	\$10,390,290	\$14,100,000	35%	\$3,709,710
Room Tax (2%)	256,243	260,000	1%	\$3,757
Restaurant & Bar Tax	575,026	0	-100%	(\$575,026)
Other Fees	790,293	800,000	1%	\$10,207
State Shared Revenues	6,459,832	6,890,000	6%	\$430,168
Permit Fees	1,286,936	1,206,100	-7%	(\$80,836)
Performances and Fines	280,019	250,000	-11%	(\$30,019)
Building Permits	455,754	500,000	10%	\$44,246
Miscellaneous Fees & Charges	821,254	445,100	-45%	(\$376,154)
Internal Fund Transfers	1,525,287	1,202,553	-8%	(\$322,734)
Contingency	0	1,000,000		\$1,000,000
<b>TOTAL REVENUES</b>	<b>\$23,288,936</b>	<b>\$25,837,253</b>	<b>11%</b>	<b>\$2,548,317</b>
<b>EXPENDITURES</b>				
Personnel Expenses	\$14,845,272	\$17,665,134	19%	\$2,819,862
Supplies & Services	2,849,853	3,307,416	35%	\$457,563
City & Internal Services	1,856,540	1,828,745	-1%	(\$27,795)
Capital Outlay, Lease Purchase & Debt	447,220	651,000	90%	\$203,780
Cash Transfers & Budget Adjustments	2,317,563	1,915,505	-17%	(\$402,058)
Contingency	0	1,000,000		\$1,000,000
<b>TOTAL EXPENDITURES</b>	<b>\$23,069,748</b>	<b>\$25,877,850</b>	<b>24%</b>	<b>\$2,808,102</b>
<b>ENDING FUND BALANCE</b>	<b>\$7,454,494</b>	<b>\$11,937,946</b>	<b>62%</b>	<b>\$4,483,452</b>
<b>ENDING FUND BALANCE</b>	<b>\$7,679,682</b>	<b>\$8,617,396</b>	<b>12%</b>	<b>\$937,714</b>
<b>NET OPERATING EXPENDITURES</b>	<b>23.22%</b>	<b>20.12%</b>		

Slide 1 – Ms. Moline said that there has been an update to the public hearing for the removal of the half-percent sunset removal. She said that there is a statute that was overlooked which requires notice of the public hearing be placed on the City's website 60 days before. She said that this pushes the public hearing out to October 6, 2015. She said that if the ordinance is adopted it would be effective December 1, 2015. She said that it would remain on the agenda for August 4, 2015, and the Mayor will have to state that the hearing has been moved to October 6<sup>th</sup>. She then gave a synopsis of the history of the City's revenue structure. She said that a property tax proposal has gone to the voters twice and has been denied both times.

Slide 2 – Ms. Moline said that this slide showed an overview of the City's revenue and expenditures. She said that she went over this a couple of months ago and wanted to point out a couple of things. She said that only a small percentage of the increase was related to actual growth. She said that a \$1 million contingency is always included. She said that failure to remove the sunset will eat into the fund balance based on projections by 2016.

#### General Fund Overview of Revenues and Expenses (cont'd)

	ACTUAL FY13	BUDGET FY15	PROJECTED FY17	PROJECTED FY18	PROJECTED FY19	PROJECTED FY20
<b>REVENUES</b>						
<b>Local</b>						
Sales Tax	\$10,390,290	\$14,100,000	\$14,333,000	\$14,955,690	\$15,407,481	\$15,889,674
Room Tax	256,243	260,000	\$70,800	\$81,924	\$93,262	\$405,180
Restaurant & Bar Tax	575,026	0	50	50	50	50
Other Fees	790,293	800,000	\$824,408	\$808,620	\$812,866	\$856,840
State Shared Revenues	6,459,832	6,890,000	\$7,029,900	\$7,130,499	\$7,201,824	\$7,417,888
Permit Fees	1,286,936	1,206,100	1,232,231	1,216,191	1,234,262	\$1,261,200
Performances & Fines	280,019	250,000	250,000	250,000	250,000	250,000
Building Permits	455,754	500,000	510,000	530,450	546,583	\$562,754
Miscellaneous Fees & Charges	821,254	445,100	439,000	429,861	419,997	\$432,293
Internal Fund Transfers	1,525,287	1,202,553	\$1,202,553	\$1,214,009	\$1,212,662	\$1,267,000
Contingency	0	1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>TOTAL REVENUES</b>	<b>\$23,288,936</b>	<b>\$25,837,253</b>	<b>\$26,382,688</b>	<b>\$26,922,248</b>	<b>\$27,476,328</b>	<b>\$28,360,618</b>
<b>EXPENDITURES</b>						
Personnel Expenses	\$14,845,272	\$17,665,134	\$18,189,026	\$18,740,941	\$19,025,189	\$19,882,264
Supplies & Services	2,849,853	3,307,416	\$3,486,841	\$3,630,640	\$3,799,519	\$3,973,546
City & Internal Services	1,856,540	1,828,745	\$1,853,810	\$1,890,728	\$1,929,250	\$1,969,517
Capital Outlay, Lease Purchase & Debt	447,220	651,000	\$478,850	\$502,826	\$529,811	\$567,800
Cash Transfers & Budget Adjustments	2,317,563	1,915,505	\$1,917,970	\$1,921,159	\$1,983,124	\$1,955,916
Contingency	0	1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>TOTAL EXPENDITURES</b>	<b>\$23,069,748</b>	<b>\$25,877,850</b>	<b>\$26,945,536</b>	<b>\$27,972,288</b>	<b>\$28,312,693</b>	<b>\$29,398,068</b>
<b>ENDING FUND BALANCE</b>	<b>\$7,454,494</b>	<b>\$11,937,946</b>	<b>\$8,617,396</b>	<b>\$9,899,245</b>	<b>\$12,260,900</b>	<b>\$13,998,184</b>
<b>ENDING FUND BALANCE</b>	<b>\$7,679,682</b>	<b>\$8,617,396</b>	<b>\$9,899,245</b>	<b>\$12,260,900</b>	<b>\$13,998,184</b>	<b>\$15,636,629</b>
<b>NET OPERATING EXPENDITURES</b>	<b>23.22%</b>	<b>20.12%</b>	<b>22.02%</b>	<b>24.47%</b>	<b>24.42%</b>	<b>26.02%</b>

#### Mohave County Comparisons

##### TAX RATES AND PUBLIC SAFETY SERVICES PROVIDED

NAME	2010 CENSUS	POLICE	FIRE	FIRE (Primary)	FIRE (Secondary)	TOTAL PROFIT TAX RATE TO M/D	TOTAL PROFIT TAX RATE TO SALES TAX							
							FOOD	HOOD	BSD	HEAT & BAR	CONST	UTIL	COMM	
Kingman	28,068	yes	yes	0	0	10.406	2.0	0	6.5	2.5	2.3	2.5	2.5	
Bullhead City	39,540	yes	no	0	0	12.826	2.0	0	9.0	2.0	2.0	2.0	2.0	
Lake Meadu City	32,527	yes	yes	0.7408	0	11.3156	2.0	0	3.0	3.0	2.0	2.0	2.0	

##### REVENUES (data represented in millions)

City	Sales Tax %				Total of Total
	Sales Tax	Property Tax	State Shared	Other Revenues	
Kingman	14.30	0.00	6.99	4.81	25.90
Bullhead City	10.70	0.00	10.61	4.59	25.90
Lake Meadu City	16.20	4.30	19.81	9.39	49.40

##### PUBLIC SAFETY COSTS (data represented in millions)

City	P/S % of Total				Total Q/P	Police Dept.	Fire Dept.	Fire Dept.	P/S % of Total
	Personal Costs	Police Costs	Fire Costs	Other					
Kingman	17.7	6.5	3.5	66%	28.6	3.5	6.3	95%	
Bullhead City	16.2	11.0	0.0	66%	27.2	11.7	0.0	45%	
Lake Meadu City	23.7	11.6	9.8	62%	45.9	14.2	11.1	52%	

Slide 3 – Ms. Moline gave a synopsis of this slide. She said that there has been an increase of approximately two-percent year over year. She said that by Fiscal Year (FY) 2020 expenses will be \$1 million over revenues. She said that there will also be no fund balance by FY20. She said that increasing revenue or reducing expenditures are the only options.

Slide 4 – Ms. Moline said that this slide showed a comparison with other cities in Mohave County. She said that Kingman has the lowest property tax rate and Bullhead City has the highest. She then gave the rates for each. She said that Kingman’s sales tax is higher and Kingman provides police and fire services without a property tax.

**Revenue Options**

**Other Comparisons and Information**

- There are 91 cities and towns in Arizona
- 38 do not have a property tax
- 18 provide both police and fire services
- The average tax rates for these 18 cities are:
  - 2.72% sales tax
  - 2.44% food tax
  - 5.32% bed tax
  - 3.11% restaurant and bar tax

**Kingman Tax Rates**

2.50% sales tax  
0.00% food tax  
6.50% bed tax  
3.50% rest & bar tax

PROPERTY TAX LEVY	\$ 1,000,000	\$ 3,000,000	\$ 6,000,000
Property Owner Rate/\$100 Assessed Value	\$ 0.5637	\$ 1.6970	\$ 3.3942
Yearly Cost to Property Owner with \$100,000			
Property Value	\$ 56.37	\$ 169.70	\$ 339.42

PROPERTY TAX LEVY	\$ 1,000,000	\$ 3,000,000	\$ 6,000,000
Property Owner Rate/\$100 Assessed Value	\$ 0.5637	\$ 1.6970	\$ 3.3942
Yearly Cost to Property Owner with \$100,000			
Property Value	\$ 56.37	\$ 169.70	\$ 339.42

SALES TAX REVENUE SOURCES	0.50%	1.00%	1.50%	2.00%
Increase Room Tax TPT	\$90,000	\$180,000	\$270,000	\$360,000
Increase Restaurant & Bar TPT	\$300,000	\$700,000	\$1,050,000	\$1,400,000
Increase TPT	\$2,800,000	\$5,600,000	\$8,400,000	\$11,200,000
Implement Food Tax	\$440,000	\$880,000	\$1,320,000	\$1,760,000

COST TO CONSUMER				
	0.50%	1%	1.50%	2%
\$1	\$0.01	\$0.01	\$0.02	\$0.02
\$10	\$0.05	\$0.10	\$0.15	\$0.20
\$100	\$0.50	\$1.00	\$1.50	\$2.00
\$1,000	\$5.00	\$10.00	\$15.00	\$20.00
\$10,000	\$50.00	\$100.00	\$150.00	\$200.00
\$100,000	\$500.00	\$1,000.00	\$1,500.00	\$2,000.00

HISTORICAL ASSESSED VALUES			
Fiscal Year	Primary Assessed Value	Difference in Prior Year	Value
2014 - 15	176,779,133	-4.28%	
2013 - 14	183,543,037	-0.00%	
2012 - 13	183,318,881	-8.70%	
2011 - 12	208,330,104	-19.20%	
2010 - 11	250,808,927	-13.80%	
2009 - 10	264,268,369	-6.90%	

Slide 5 – Ms. Moline gave a synopsis of this slide. She said that Kingman generates less revenue than other municipalities without a property tax.

Slide 6 – Ms. Moline gave a synopsis of this slide. She said that there is a hope that property values will increase though this won’t happen in the next few years. She then gave additional sales tax options and the figures from potential taxes and the costs to consumers.

**Fire District Information**

A.R.S. § 48-807 states that "The board, based on the budget submitted by the district, shall levy, in addition to any tax levied as provided in section 48-806, a tax not to exceed three dollars twenty-five cents per one hundred dollars of assessed valuation."

Fire department operating budget	\$6,300,000
\$6.3M = 45% of TPT	
\$6.3M = 1.12% TPT	
\$6.3M = \$356.38 cost to property owner	

PROPERTY TAX LEVY	\$ 5,000,000	\$ 5,700,000	\$ 6,300,000
Property Owner Rate/\$100 Assessed Value	\$ 2.8284	\$ 3.2244	\$ 3.5638
Yearly Cost to Property Owner with \$100,000			
Home Value	\$ 282.84	\$ 322.44	\$ 356.38

**Primary Property Tax Timeline Summary**

**May 2016**  
Primary property tax election

If property tax is passed by voters, then:  
**February 2017**  
Notice of Values mailed to property owners

**August 2017**  
Final values and rates are set

**September 2017**  
Property tax statements are mailed

**October 2017**  
Tax bills are due

**November 2017**  
First set of payments are mailed to taxing jurisdictions

The timeline for creating a Fire District, if there were no delays, could take up to 16 months. Depending on what time of year the Fire District was created, the timeline for receiving the revenue could be another 14 months.

Slide 7 – Ms. Moline gave a synopsis of this slide and what would be allowed for a fire district by statute. She then gave the potential timeline for a forming a fire district.

Slide 8 – Ms. Moline gave a synopsis of this slide which showed the timeline for a property tax election.

Councilmember Young asked about the 6.5-percent bed tax which Ms. Moline gave the projection for.

Councilmember Abram asked for clarification that this would bring FY16 into breakeven.

Ms. Moline said that it would based on projections. She said that the City typically spends less than budgeted but this is never a guarantee.

Councilmember Miles asked for clarification that if the half-percent sales tax is extended the City would be in the negative by 2023.

Mr. Dougherty said that this is strictly a projection and adjustments are made each year.

Ms. Moline said that this is reassessed each year and the City would need to make cuts in spending in this scenario.

Councilmember Abram noted that there was a one-percent gap.

Ms. Moline said that the City has historically been over projections by one-percent and under budget by ten-percent conservatively.

Councilmember Carver said that the fear with a property tax is that if it is put in place the Council can raise it at any time which is not true. He said that the City wants to try to get \$6 million to fund public safety. He said that the City can only grow a certain amount. He said that this would help if property ownership would continue to grow.

After being asked, Ms. Muhle said that property taxes are assessed each year.

Councilmember Carver said that the city needs to do the research to see how this would work.

Councilmember Young said that this was discussed when the half-percent increase was implemented and the Council would need to revisit it.

Councilmember Carver said the city would only grow so much and that property owners don't pay for it. He said that there are a lot of out of town and out of state property owners that the City provides services to who do not pay. He said that he understands not wanting to pay more but services require funding. He said that the sales tax is to variable.

Councilmember Young said that the City needs to look seriously at either a fire district or a property tax. She said that the Council knew the City would start getting into the funds they have and would eventually have a zero balance and get into the negative. She said that the City cannot keep raising the sales tax and would have to do this in a few years. She said that people will be really upset as sales tax is so high. She said that there needs to be a discussion and decision on offering either or both to the voters.

Mr. Cooper said that a property tax would be through the voters and a fire district would go through the Mohave County Board of Supervisors and petitions. He also clarified that if a fire district were to move forward it would be under a separate governing entity.

Councilmember Carver said that Council cannot serve as the fire board and the City would give up the equipment purchased. He said that fire districts used to be more viable but now are more restrictive.

Assistant Fire Chief Keith Eaton said that there is very little conversion from a municipality to a fire district. He said that he is currently part of an education program and this has been a hot topic which he did a research project on. He said that the fire district would have to purchase equipment and buildings or lease them. He said that the fire district is governed through statute. He said that the department wants to give the best possible service to the citizens and a district very much hand cuffs them. He said that statute limits the values for fire districts which is presenting a problem statewide. He said that sales tax is most volatile and fluctuates. He said that under a district services might suffer. He said that the Dolan Springs fire district is having problems. He said that the department will get whatever information would be needed to make this decision.

Councilmember Miles said that these would be in addition to extending the half-percent sales tax. She said that a workshop is a great platform for this and it is important for the public to know the projections based on this being extended. She said that the City needs to provide information on what would be done. She said that the alternative would be cutting expenditures and does not look pleasant. She said that the community needs to be aware that the Council needs to take action on the sales tax and take action on one of the other options.

Councilmember Carver said that these are two separate items and he was hoping the sales tax would be reduced.

Councilmember Miles said that the sales tax would hopefully be reduced if a property tax were passed. She said that people are anxious about increased taxes and need to know the potential offset to reduce costs if implemented. She said that the City can't keep increasing sales tax.

Councilmember Carver suggested that the Council give direction to bring back more information for the property tax process as well as a presentation on it and the history of the property tax.

Councilmember Young said that the Council did increase sales tax intending to not be in the position it is today. She said that they intended on having a permanent revenue structure to give that half-percent back.

**4. Discussion of the process for setting and preparing the agenda for Council meetings.**

Councilmember Yocum has requested a discussion item to review the process of creating an agenda for Council meetings. Staff will present information on the City of Kingman ordinance governing setting the agenda as well as the process to put the agenda together.

Councilmember Carver read a portion of the ordinance governing the agenda process that was provided to Council.

Councilmember Yocum said that he was dismayed that two members of the Council were not present for this discussion.

Councilmember Carver asked if Councilmember Yocum wanted to postpone this item to another meeting.

City Attorney Carl Cooper said that the Council could discuss this item today and at another meeting.

Councilmember Yocum said that he thought all members of the Council should be present for this discussion.

City Manager John A. Dougherty said that this has not just been an issue for Councilmember Yocum, but for Vice Mayor Wimpee Sr. as well. He said that he was told to remove something from the agenda by the Mayor and this put him in the middle which he is tired of.

Councilmember Young said that this was discussed with a different Council and the Council was told to go through the City Manager. She said that when an item is placed on the agenda the item should be there and not be changed.

Councilmember Carver said that the Council can get the information out that if a Council member requests an item then it shall be on there.

Mr. Cooper said that this has been conveyed. He said that staff has to ensure that timelines are followed which can be waived if needed.

Councilmember Carver clarified that if something is placed on the agenda then the Mayor cannot remove it, which Mr. Cooper agreed.

City Clerk Sydney Muhle then discussed the process involved in setting the agenda.

Councilmember Young said that it is disrespectful that these items were taken off without permission.

Councilmember Carver said that there are timelines to deal with and no one can pull an item off arbitrarily.

Councilmember Young said that it is up to the City Manager to come back to the requesting Council member.

Councilmember Yocum asked what it would take to revise the ordinance.

Mr. Cooper said that it would require another ordinance to be approved.

Councilmember Yocum said that the current ordinance makes it seem like the mayor might have the authority to change, alter, or remove an item. He said that it needs to be clarified so that no one has the authority to do so without the consent of the requesting Council member.

Mr. Cooper said that this can be a future agenda item to bring back. He suggested adding that Council members fill out the Communication to Council to guarantee they get exactly what they want.

Councilmember Young said that the Mayor and City Manager are responsible to make sure the agenda is set and the third sentence of the paragraph clarifies this.

Councilmember Carver said that an item can be removed with the consent of the requesting Council member and this can be clarified.

**ADJOURNMENT**--- the meeting was adjourned at 5:12 P.M.

ATTEST:

---

Sydney Muhle  
City Clerk

APPROVED:

---

Richard Anderson  
Mayor

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

CERTIFICATE OF COUNCIL MINUTES

I, Sydney Muhle, 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 August 4, 2015.

Dated this 1<sup>st</sup> day of September, 2015.

\_\_\_\_\_  
Sydney Muhle, City Clerk and Recording Secretary

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

**5:30 P.M.**

**MINUTES**

**Tuesday, August 4, 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</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 --- EXCUSED</b>	<b>Mike Meersman, Parks and Recreation Director</b>	
	<b>Tina Moline, Finance Director</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 and Recording Secretary</b>	

**CALL TO ORDER & ROLL CALL**

Mayor Anderson called the meeting to order at 5:30 P.M. and roll call was taken. All councilmembers were present except Councilmember Young who was excused. The invocation was given by City Attorney Carl Cooper after which the Pledge of Allegiance was said in unison.

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

**1. APPROVAL OF MINUTES  
The Regular Meeting minutes of July 21, 2015**

Vice-Mayor Wimpee, Sr. stated he would abstain from voting on this item as he was not present for this meeting.

Councilmember Miles made a MOTION to APPROVE the Regular Meeting minutes of July 21, 2015. Councilmember Abram SECONDED and it was APPROVED by a vote of 5-0 with Vice-Mayor Wimpee, Sr. ABSTAINING.

2. **AWARDS**

**Recognition of Jim McErlean as the 2014/2015 Building Official of the Year by the Arizona Building Officials**

Jim McErlean has served as the building official for the City of Kingman since February 27, 2014. In this short time Mr. McErlean has been recognized by his peers as the Arizona Building Official of the Year. Mr. McErlean was presented this award on July 22, 2015 by the Arizona Building Officials. Staff would like the Council to recognize Mr. McErlean for his great service, abilities and professionalism.

Mayor Anderson said that it is always a pleasure to present an award to someone who has done an outstanding job for the community. He also explained the Mr. McErlean was selected for this award by his fellow building officials in the state. He then presented the award to Mr. McErlean.

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.

John O'Hara addressed the council and said that he is the co-owner of a property located at the corner of Ross Street and Eastern Street. He said that an item on the consent agenda concerning an engineering contract with Ritech Engineering for street improvements includes gutters and drainage control. He said that his is the only empty piece of property in the area and he would like to be part of the study as there is a misconception on water flow in the area, which will be a significant portion of these improvements. He said that he has numerous photos of the water flow in the area and said that this property should not be considered for eminent domain or a retention pond. He said that he responded to correspondence from the Engineering Department on this matter and wants to be included with the project. He said that he has beneficial materials for the project and the water does not flow as assumed.

Citizen Dean Wolslegel addressed the Council and said that he had been contacted by several residents concerning a meeting on the golf course contract. He said that he witness something disturbing as the contractor bringing his friends is unheard of. He said that the contract is awarded by the City Manager based on performance. He said that contracts have to be followed and the golf course has been an issue for the City for years. He said that when the City awards the contract they should follow the rules and give other contractors a chance to bid. He said that he received at least six phone calls about this and when Council is reviewing this contract this is how it should be done.

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. Consideration of Amendment No. 2 to engineering contract ENG14-001**

On May 6, 2014 the Council approved construction contract ENG14-001 with TR, Orr, Inc. for various street and drainage related construction. The Contract included the replacement of a warped glass block panel on Fourth Street adjacent to the Central Commercial Building. The new budget includes a capital project for replacement of two reinforced concrete panels which are bowed, and potentially a trip hazard. Staff has asked TR Orr to provide a guaranteed maximum price (GMP) price

proposal to remove two additional panels and replace with glass block panels. The work will be incorporated into the original Contact which was signed on May 7, 2014. The cost for the work will not exceed \$58,968 as shown on the attached Amendment No. 2. **Staff recommends approval.**

**b. Consideration of a professional services agreement with Sunrise Engineering, Inc. for a Reclaimed Water Reuse Study, ENG15-047**

The Adopted Budget includes a project for a Reclaimed Water Reuse Evaluation for the Hilltop Wastewater Treatment Facility (WWTF). The Hilltop WWTF is currently permitted to produce up to 1 million gallons per day of A+ reclaimed water and up to 5.1 million gallons per day of B+ reclaimed water. The study will review the allowable uses and requirements for each category of reclaimed water. The evaluation will specifically look at the following options for reuse: groundwater injection, airport industrial use, and City golf course and parks reuse. Staff has been in negotiations with Sunrise Engineering, Inc. regarding a proposal for the work and Sunrise has provided a scope and fee of \$97,500. **Staff recommends approving the agreement with Sunrise Engineering for the Reuse Study.**

**c. Consideration of a Professional Services Agreement with AECOM Technical Services, Inc. for the Interstate 40 (I-40) Crossing Feasibility Study, ENG15-042**

The Adopted Budget includes a project for a Feasibility Study to evaluate potential crossings of I-40 in the vicinity of the future Kingman Crossing Interchange. The purpose of the study is to determine the best location, design concepts, right of way needs, and estimated costs for an interim crossing of I-40. It is envisioned that an interim crossing will help relieve the traffic congestion on Eastern Street as well as provide better public safety access across I-40. The study will evaluate two locations for a possible interim crossing. The Kingman Crossing option will look at connecting Louise Avenue to Santa Rosa Boulevard using the proposed Kingman Crossing Boulevard alignment. The Prospector Street option will look at connecting Louise Avenue to Diamond Joe Road/Santa Rosa Boulevard using the Prospector Street alignment. Neither option will look at providing access to I-40, but will instead examine the best means for providing a road across the interstate. Staff has been in negotiations with AECOM Technical Services, Inc. regarding a proposal for the work and AECOM has provided a scope and fee of \$113,053. **Staff recommends approving the agreement with AECOM Technical Services, Inc. for the Feasibility Study.**

**d. Agreement with Ritoch-Powell & Associates for Design Services for Eastern Street Improvements from Pasadena Avenue to Airway Avenue (ENG 15-048)**

Staff has requested a proposal from Ritoch-Powell & Associates (RPA) to prepare design plans and specifications for the improvement of Eastern Street from Pasadena Avenue to Airway Avenue. Major items of design include roadway design inclusive of pavement, curbing, sidewalks, possible bike lanes, drainage features, utility and agency coordination, right of way needs identification, and Airway Avenue intersection design. RPA has submitted a proposal dated July 24, 2015 to create the Eastern Street plans. **Staff recommends approval.**

**e. Consideration of Amendment No. 2 to contract ENG14-084 for additional pavement repair on Lovin Avenue and changes to the Castle Rock booster station**

On March 15, 2015 Council approved construction contract ENG14-084 with Freiday Construction, Inc. to begin Phase 1 of a series of water and sewer projects throughout the City. On May 19, 2015 Council approved Amendment No. 1 that added the Phase 2 projects to the contract. During the course of construction, changes to the original scope of work have been proposed by Staff. This amendment proposes changes for two projects: Lovin Avenue sewer line extension (ENG14-090)

and Castle Rock forebay tank restoration (ENG14-105). Freiday Construction has prepared a change order in the amount of \$16,802.47 to perform the necessary work for Loving Avenue and \$23,258.45 to perform the necessary work for Castle Rock. **Staff recommends approval.**

**f. Special Event Liquor License Application**

Applicant Karen Lopez of the Kingman / Golden Valley Association of Realtors has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, September 19, 2015 from 11:00 A.M. to 3:00 P.M., at Centennial Park 3333 Harrison Street in Kingman. **Staff recommends approval.**

Mayor Anderson requested that Item “4d” be removed from the Consent Agenda.

Councilmember Carver requested that Item “4c” be removed from the Consent Agenda.

Councilmember Miles asked that Item “4f” be removed from the Consent Agenda.

Mayor Anderson said that there is a typo on Item “4f” and the event will take place at Metcalf Park.

Councilmember Miles said that there was no need to pull Item “4f” as her concern has been addressed.

Councilmember Wimpee Sr. made a MOTION to APPROVE the Consent Agenda as presented with the exception of Items “4c” and “4d”. Councilmember Yocum SECONDED and it was APPROVED by a vote of 6-0.

Mayor Anderson opened Item “4c” for discussion.

City Engineer Greg Henry addressed the Council and said that this item is for a feasibility study that will look at options for crossing Interstate 40 (I-40). He said that the first option is for a crossing at Kingman Crossing Boulevard and the second option would be at Prospector Street. He said that the study will review alignments and include costs for right-of-way.

Councilmember Carver asked if an under/over pass at Prospector would remain if the Kingman Crossing traffic interchange goes through.

Mr. Henry said that there would be no access to I-40 with either option.

Councilmember Carver asked if this was only looking at an underpass.

Mr. Henry said that it would look at an underpass at Kingman Crossing Boulevard and both an under or over pass at Prospector Street. He said that an overpass would be cheaper as there is less bridge work involved which is the primary cost.

Councilmember Miles asked why the City is looking at both.

Mr. Henry said that the study will look at the feasibility for either.

Councilmember Miles said that if the City is looking at spending the money and the long term plan is

to put in an interchange then it makes no sense to spend money on one then do the other.

Mr. Henry said that the City has the right-of-way at Prospector Street and not at Kingman Crossing Boulevard. He said that this is being looked at because of the additional traffic to the schools in the area.

Councilmember Miles said that, looking at a strategic plan, she thought Kingman Crossing Boulevard would be cheaper if the plan is to put in the traffic interchange and the City would not have to look at the second option.

Councilmember Carver asked why the City should spend money at Kingman Crossing when there is a potential to build the entire traffic interchange. He said that a crossing at Prospector Street would serve the area for now.

Councilmember Miles asked for clarification that a crossing at Kingman Crossing Boulevard could be expanded as part of the solution at Kingman Crossing.

Mr. Henry said that this was correct. He said that a crossing at Kingman Crossing Boulevard would be more expensive as it would be built to accommodate the ultimate width needed and it only makes sense to build it that way. He said that the study will show traffic models and look at both options and Rancho Santa Fe to see what would work. He said that Prospector Street would still be viable and used to get across I-40. He said that he does not have the potential traffic counts but he still expects substantial use. He said that the City doesn't know when the traffic interchange will be built and there is a traffic safety issue across I-40.

Mayor Anderson asked when the study would come back which Mr. Henry said would be 150 days. Mayor Anderson said that there are serious concerns but it is important to have some kind of access in the area. He said that he is looking forward to the presentation.

Mr. Henry said that a presentation to Council is included with the study.

Councilmember Carver made a MOTION to APPROVE Item "4c" of the Consent Agenda as presented. Councilmember Miles SECONDED and it was APPROVED by a vote of 6-0.

Mayor Anderson opened Item "4d" for discussion. He then thanked Mr. O'Hara for his comments.

Mr. Henry said that this item was discussed in the budget and is for design services from Pasadena Avenue to Airway Avenue including the Kenwood Avenue alignment. He said that the consultant will be looking at drainage. He said that he is familiar with the area Mr. O'Hara spoke about and have had drainage complaints in the area. He said that this will also look at the intersection of Broudy Drive and Eastern Street.

Mayor Anderson asked that Mr. O'Hara be advised on the project and allowed to provide input.

Mr. Henry said that there are public meetings planned for this project.

Councilmember Carver asked what the size and scope are for this study and if this is just a study.

Mr. Henry said that this will create actual construction plans for the project.

Councilmember Carver said that there is a significant difference between the cost for this and the underpass study and asked what caused this.

Mr. Henry said that there are several more hours involved in creating the plans. He said that the Engineering Department has looked at the planned hours and they are in line with previous projects.

Councilmember Abram asked if the intent is to provide construction ready documents, which Mr. Henry said that it was.

Mayor Anderson made a MOTION to APPROVE Item "4d" of the Consent Agenda as presented. Councilmember Yocum SECONDED and it was APPROVED by a vote of 6-0.

5. **OLD BUSINESS**

**a. Presentation of a \$3,750 as the Final Installment to Repay Back the \$5000 Seed Money Granted by the City of Kingman to the Kingman and Mohave Manufacturing Association (KAMMA)**

On September 4, 2012, the City granted \$5,000 to KAMMA as seed to become organized and obtain its non-profit, tax exempt status. Since that time KAMMA has incorporated and gained its tax exempt status. Membership has grown and KAMMA wants to repay the grant in one final installment of \$3,750. An oversized check presentation for the final installment is being made at the August 4, 2015 City Council meeting, but the actual check will not be presented to the City until December, 2015. **Staff recommends accepting the check.**

Mayor Anderson said that this item had been pulled at the request of KAMMA and would be rescheduled for the September 1, 2015, Regular Meeting.

**b. Public Hearing and adoption of Ordinance 1799 amending the Kingman Tax Code by removing the Sunset Date on the 0.50% increased rate of taxation**

According to ARS § 9-199.15, a municipality that proposes to increase the rate of an existing tax or fee on a business must provide written notice on the home page of its website at least sixty days before the date the proposed new rate is approved or disapproved by the governing body of the municipality. At the time of this communication, staff has not provided written notice on the home page of the City's website and will need to postpone this Public Hearing until October 6, 2015, which will meet the requirements of the aforementioned statute.

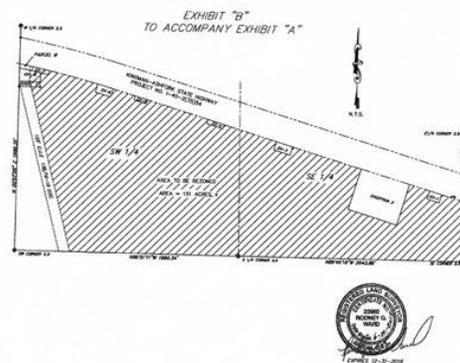
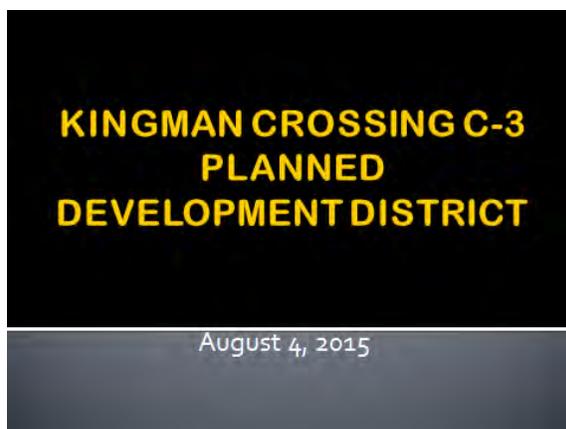
City Manager John A. Dougherty said that this item has been postponed until the October 6, 2015, Regular Meeting to meet a statutory requirement to post notice on the City's website.

**c. Consideration of the Council initiating a C-3 Planned Development District zoning for the 151-Acres of City owned property in the Kingman Crossing Area that is designated "Regional Commercial"**

With the adoption of Resolution 4949 on May 5, 2015, the 151.32-acres of the Kingman Crossing area owned by the City is designated "Regional Commercial" on the Projected Land Use Map of the Kingman General Plan Update 2030. The property can be rezoned to a zoning district that is in conformance with the General Plan. A compatible zoning district for a Regional Commercial designated area is Commercial: Service Business (C-3). However, as was discussed in the General

Plan Amendment public meetings and other discussions with Council and the land owner on the north side of the future Kingman Crossing Traffic Interchange, some uses permitted in the C-3 Zoning District are not desirable. Therefore, a Planned Development District, which permits a change in the permitted uses, conditionally permitted uses, and minimum development standards, can be adopted to establish a desirable zoning district. If the Council desires to initiate rezoning of its Kingman Crossing property, direction on the zoning district and/or planned development district needs to be provided. If initiated at this meeting, the Planning and Zoning Commission can hold its public hearing on September 8, 2015, and the City Council can hold its public hearing on October 6, 2015. **Staff recommends initiation of the C-3 PDD zoning district and rezoning of the Kingman Crossing property.**

Development Services Director Gary Jeppson gave a PowerPoint presentation.



Slide 1 – This was an introductory slide.

Slide 2 – Mr. Jeppson said that this item is for Council to review whether it would like to initiate an application to change the zoning of the City owned property at Kingman Crossing to a C-3 Planned Development District (PDD). He then showed a map of the proposed area and said that it was brought to the attention of staff that a Unisource substation was included and should not have been. He said that this correction would be made.

### Consideration of Council Initiating Planned Development District

- A Planned Development District is designed to provide various types of land uses and development standards to ensure compliance with the General Plan and good zoning practices while allowing certain desirable departures from the strict provisions of specific zone classifications.

### Kingman Crossing Characteristics

- Land Use Designation of "Regional Commercial".
- A future interchange is planned.
- The area to the north has a "C-3 PDD" Zoning Classification.

Slide 3 – Mr. Jeppson said that PDD would allow a variety of uses and would be in compliance with the General Plan. He said that a C-3 zoning would be used as a base and customized for the property.

Slide 4 – Mr. Jeppson said that the property is designated as regional commercial and a future traffic interchange is planned for the area. He said that the property on the north side of the interstate is already zoned C-3-PDD.

### Consideration of Differences from the C-3 Zoning District.

The following uses permitted in the C-3 Zoning District not be permitted in the PDD:

1. Storage and equipment yards associated with contractors offices,
2. Truck sales and service, new and used,
3. Truck and trailer rental and service, and
4. Vehicle towing and storage.

### Consideration of Differences of C-3 Conditional Permitted Uses:

The following uses shall not be permitted by Conditional Use Permit within the area zoned Kingman Crossing C-3-PDD:

1. BMX racetrack,
2. Mini-storages,
3. Motocross racetrack,
4. Off premises signs (billboards),
5. Recreational vehicle parks,
6. Swap meets (indoor and outdoor),
7. Tire retreading and recapping,
8. Travel trailer park, and
9. Truck stops for truck stop facilities.

Slide 5 – Mr. Jeppson gave a synopsis of this slide.

Slide 6 – Mr. Jeppson gave a synopsis of this slide.

### Enhanced Development Standards

- When a development directly abuts any residential zoning district, all buildings are to be setback at least 25 feet from the abutting property line.
- Parking areas may be allowed within the setback areas, but those areas cannot be used for commercial truck deliveries or outdoor storage purposes, including the placement of shipping containers.

### Architectural Controls

- Building designs and colors shall be appropriate to the southwestern United States.
- Colors should include warm earth tones and highly reflective materials such as all metal or all glass buildings shall be avoided.
- Building designs shall include the use of varied parapets, columns, popouts and pilasters to avoid the appearance of long blank walls.

Slide 7 – Mr. Jeppson gave a synopsis of this slide and said that staff is recommending a 25 ft setback which would be zero in a normal C-3 zoning.

Slide 8 – Mr. Jeppson gave a synopsis of this slide.

## Walkability

- At least ten (10) feet of walkway shall be required between the front entrance of any buildings and parking lot traffic aisles to provide adequate walking room and to reduce pedestrian/vehicle conflicts.

## Signage

- Overall sign plans shall be submitted at the time of development which compliments the architectural theme of the principal buildings in terms of design and color.
- All free-standing signs shall have skirting around the pole supports at the base. The sign base shall be at least 50-percent of the width of the sign width.

Slide 9 – Mr. Jeppson gave a synopsis of this slide and said that the plan is to encourage walkability in the area.

Slide 10 - Mr. Jeppson gave a synopsis of this slide.

## Parking

- All parking areas shall include landscaped tree islands for every 15-parking spaces.
- A raised landscaped berm or a continuous wall at least 3 feet in height or some combination of both, shall be used to screen all parking areas from adjacent public streets.
- Perimeter planting strips at least 10 feet in width along the street frontages shall be required.

## Landscape Buffering

- Heavy landscaping and a buffer wall shall be located at the time of development where the Kingman Crossing C-3-PDD district directly abuts any residential zoning district.

Slide 11 – Mr. Jeppson said that these proposed regulations reflect the proposed landscape ordinance to be presented later in this meeting.

Slide 12 - Mr. Jeppson gave a synopsis of this slide.

## Driveways

All commercial driveways shall align on both sides of the streets where there are no medians.

## Effective Date of Zoning District

The issuance of building permits by the City of Kingman on the subject properties shall not occur until a notice to proceed has been made by ADOT and construction of the Kingman Crossing interchange has begun.

Slide 13 - Mr. Jeppson gave a synopsis of this slide.

Slide 14 – Mr. Jeppson said that construction at the property would not be able to begin until construction of the traffic interchange begins.

## Timeframe on Process

- Planning and Zoning Commission public hearing on September 8, 2015.
- City Council public hearing and consideration of an ordinance on October 6, 2015.

Slide 15 – Mr. Jeppson gave a synopsis of this slide.

### C-3 Zoning District

- All uses enumerated as **permitted uses** in the C-2 district, **also**,
- All uses enumerated as permitted by Conditional Use Permit in the C-2 district, unless otherwise noted, **and**
- Animal hospitals
- Automobile and truck sales and service, new and used
- Automobile body repair, conducted entirely in an enclosed building
- Automobile, truck and trailer rental and service
- Building material sales
- Building material yards
- Cabinet shops
- Caskets and casket supplies – not including outside storage
- Catering establishments
- Cleaning and dyeing, coin operating, pick-up station and/or using non-explosive solvents
- Cold storage lockers
- Computer services
- Contractor's and construction offices – including equipment rental or storage yards

### C-3 Permitted Uses (Cont.)

- Drafting service
- Equipment and appliances, household – service and repair shops
- Exterminating shops
- Food lockers
- Fuel and ice sales – retail only
- Furniture transfer and storage
- Glass replacement and repair (including auto glass)
- Greenhouses, does not include medical marijuana cultivation facilities
- Heating, plumbing, ventilating, refrigeration and air-conditioning sales and service
- High-density multiple-family developments
- Instructional Schools or Trade Schools, not involving any danger of fire, explosion nor offensive noise, vibration, smoke, dust, odor, glare, heat or other objectionable influences (not providing housing, dormitories or sleeping overnight)
- Linen supply services
- Machinery and tool rental
- Mail order houses

### C-3 Permitted Uses (Cont.)

- Medical Marijuana Dispensary and Cultivation
- Microfilm service
- Monument sales
- Motor vehicle and motor equipment sales
- Music and dance studios
- Packing and crating
- Parcel delivery services
- Parking lots and storage garages for automobiles
- Public and private utility service yards
- Recording studios
- Restaurants – including live entertainment and dancing
- Schools, commercial or trade, not involving any danger of fire, explosion nor offensive noise, vibration, smoke, dust, odor, glare, heat or other objectionable influences
- Secretarial services
- Second hand stores and rummage shops
- Sheet metal shops
- Sign printing shops

### C-3 Permitted Uses (Cont.)

- Small animal boarding
- Taxidermists
- Tool and cutlery sharpening or grinding
- Trailer, camper and mobile home sales
- Travelers aid societies
- Vehicle towing and storage
- Warehousing of non-noxious products or materials
- Wireless Communication Facilities located or co-located on an existing building or structure, if concealed or camouflaged.
- Accessory uses to the above permitted uses but not explicitly enumerated in this section as permitted uses but closely similar thereto, provided that these uses are not explicitly mentioned as permitted or conditional uses elsewhere in this ordinance.

### C-3 Zoning District Permitted Uses That May Not Be Desired

- Truck Sales and Service
- Truck and Trailer Rental and Service
- Building Materials Yards
- Contractor's and Construction Offices – including equipment rental or storage yards.
- Furniture transfer and storage
- Greenhouses
- Machinery and tool rental
- Medical marijuana dispensary and cultivation
- Sheet metal shops
- Sign printing shops
- Taxidermists
- Mobile home sales
- Vehicle towing and storage

### C-3 Conditionally Permitted Uses

- Auction rooms
- BMX racetrack
- Car washes
- Dog kennels
- Instructional Schools or Trade Schools, not involving any danger of fire, explosion nor offensive noise, vibration, smoke, dust, odor, glare, heat or other objectionable influences (providing housing, dormitories or sleeping overnight)
- Mechanical equipment, such as but not limited to vehicle hoists, used for vehicle repair and service that are located outside of an enclosed building.
- Mini-storages
- Motocross racetrack
- Off-premises signs (billboards) subject to bulk regulations within the Sign Code
- One (1) detached caretaker, owner or manager's residence only.
- Pre-fabrication units – used for offices only
- Recreational vehicle parks

### C-3 Conditionally Permitted Uses (Cont.)

- Research, development and testing laboratory facilities
- Schools, Private School, Charter School, or Community College (providing housing, dormitories or sleeping overnight)
- Storage of gasoline and/or diesel fuel in an above-ground tank with a maximum 15,000 gallon capacity
- Swap Meet, Indoor;
- Swap Meet, Outdoor;
- Tire retreading and recapping
- Travel trailer park
- Truck stops – for truck stop facilities
- Wireless Communication Facilities

### C-3 Conditionally Permitted Uses That May Not be Desired

- Auction Rooms
- BMX Racetrack
- Dog Kennels
- Mini-Storage
- Motocross Tracks
- Recreational Vehicle Parks
- Swap Meets, Indoor or Outdoor
- Tire Retreading and Recapping
- Travel Trailer Park
- Truck Stops

Slide 16 through 23 – These slides listed potential allowable uses under C-3 zoning and conditional use permits.

Mayor Anderson said that this item is not a public hearing and is an agenda item for the Council to determine if the matter will be sent to the Planning and Zoning Commission to begin the public hearing process.

Councilmember Miles asked about initiating this application before holding the requested town hall meeting.

City Clerk Sydney Muhle said that the town hall meeting was scheduled for August 25, 2015, at 5:30 P.M.

Mayor Anderson said that the town hall meeting will take place before the public hearings begin.

Councilmember Miles asked if there was merit to deciding on this item after the town hall meeting. She said that the Council was given a lot of information at a work shop on July 27<sup>th</sup> that should be presented to the public at the town hall and allow the Council to receive the public's comments. She said it would be better to make a decision after the public gets full knowledge of the project.

Councilmember Carver made a MOTION to INITIATE the C-3-PDD. Councilmember Abram SECONDED.

Councilmember Abram asked if the Council wanted to have this public hearing on the same night as

the public hearing for the sales tax sunset removal as it is currently scheduled.

Mr. Jeppson said that the date of the public hearing could be changed. He said that there is a statutory requirement to advertise the public hearing 15 days prior and the hearing could be held at any time as directed by Council.

Councilmember Miles said that there would be time for the public to digest the information on the project before the first public hearing on September 8<sup>th</sup> with even more time before the public hearing with the Council which would be adequate.

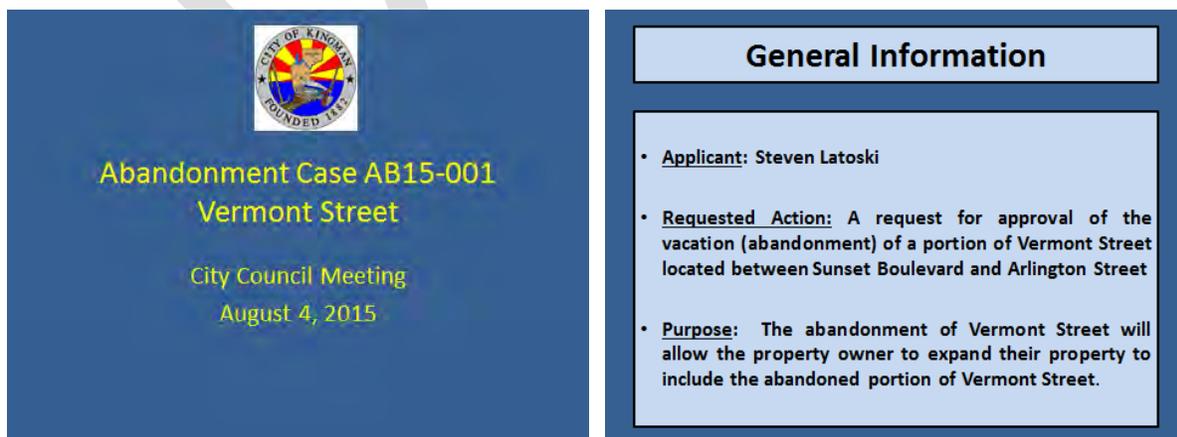
Councilmember Carver made a MOTION to SEND the application to staff to initiate the zoning change. Councilmember Abram SECONDED and it was APPROVED by a vote of 6-0.

6. **NEW BUSINESS**

**a. Public hearing and consideration of Resolution 4965 to approve the vacation (abandonment) of a portion of Vermont Street**

This is a request from Steven Latoski to vacate (abandon) a 42' X 107.13' portion of Vermont Street located between Sunset Boulevard and Arlington Street adjacent to his property. The Planning and Zoning Commission held a public hearing on July 14, 2015 and there were some objections from nearby property owners heard during the public testimony over the loss of public property which could be used for hiking or other purposes. However, aerial photos indicate the hiking trails are on private property. Planning staff recommend that the full width of Vermont Street (50' X 214.26') be vacated because an 8' x 107.13 remnant street would be of no use to the City for utilities or other purposes. The Planning and Zoning Commission voted 4-1 to recommend approval of the vacation of only the 42' X 107.13' portion (4,500 sq. ft.) of Vermont Street requested by the applicant. Conditions included a recommended value of the vacated right-of-way to be no less than \$500 per each 25' x 107.13' (2,678 sq. ft.) section of the street, which works out to approximately \$5.36/sq. ft. This would be \$840 for the 4,500 sq. ft. area recommended by the commission. Upon payment by the applicant, title to this section of the right-of-way shall pass to the applicant as the adjacent property owner. This would leave an 8' X 107.13' remnant right-of-way section for Vermont Street. **Staff recommends approval of Resolution 4965.**

Mr. Jeppson gave a PowerPoint presentation.



**Abandonment Case AB15-001  
Vermont Street**

City Council Meeting  
August 4, 2015

**General Information**

- **Applicant:** Steven Latoski
- **Requested Action:** A request for approval of the vacation (abandonment) of a portion of Vermont Street located between Sunset Boulevard and Arlington Street
- **Purpose:** The abandonment of Vermont Street will allow the property owner to expand their property to include the abandoned portion of Vermont Street.

Slide 1 – This was an introductory slide.

Slide 2 – Mr. Jeppson gave a synopsis of this slide.

### Proposed Abandonment of a portion of Vermont Street (42' X 107.13')



### Zoning and Development History

- Kingman Metropolitan Addition, Unit No. 2 was recorded on January 29, 1929 which includes Vermont Street and the surrounding lots.
- This area was part of the original area that was incorporated as the City of Kingman in 1952.
- The original zoning was designated as residential in the 1950s.
- The current R-1-6 zoning was established in 1971 with the adoption of the Kingman Zoning Ordinance.

Slide 3 – This slide showed a map of the proposal.

Slide 4 - Mr. Jeppson gave a synopsis of this slide.

### Analysis

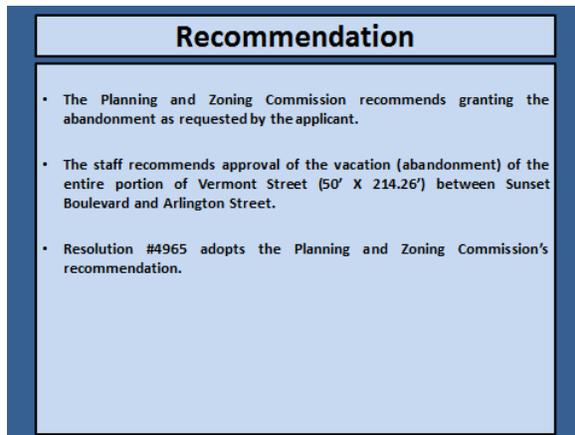
- The proposal is in conformance with the General Plan, Arizona Revised Statutes and COK Street and Sidewalks Development Rules and Regulations.
- The abandonment of this portion of Vermont Street (42' X 107.13') would allow for the property owners to acquire the abandoned portion of the right of way for a reasonable amount to be determined by the City Council and add it to his property.
- There were protests from area residents to this abandonment.

### Adjoining Properties



Slide 5 - Mr. Jeppson gave a synopsis of this slide and said that there were protests on this matter at the Planning and Zoning Commission public hearing.

Slide 6 – This slide showed a map of the subject property.



Slide 7 – This slide showed a map of the subject area. Mr. Jeppson said that staff has recommended abandonment of the entire area and the Planning and Zoning Commission voted to recommend only the area the application requested.

Councilmember Abram asked if this would eliminate utility easements.

Mr. Jeppson said that it would unless the entire area were abandoned which the applicant has not opposed.

Councilmember Carver asked for clarification on the portion to be abandoned.

Mr. Jeppson said that the application is to abandon 42 feet of the 50 foot right-of-way which would only leave eight feet remaining. He said that this is why staff has recommended abandoning the entire piece of property and selling the requested portion to the applicant.

Councilmember Miles if the surrounding property owners would be required to purchase the remaining land if the application were to purchase the requested portion.

Mr. Jeppson said that the property would be owned by the City and would not be a right-of-way.

Councilmember Carver asked if the applicant would like to buy the entire portion in line with their property.

Applicant Steven Latoski addressed the Council and gave an overview of his proposal. He said that he is a ten year resident of the City and that this request is in connection with developing single family homes on the property. He said that this request is essential to developing the property and listed his reasons for seeking the abandonment. He said that this pertains to his interest in developing the property and it does not benefit out of state developers. He said that his partners on the project are out of state and this request pertains to his property only. He said that this maintains the right of way along Vermont Street on the highest elevation. He said that it does provide access to the hill side and the proposal does provide a corridor to access Sunset Boulevard. He said that the utility companies have no objection to the request and he is not aware of any objections from City departments.

Councilmember Carver said that a utility easement doesn't do any good and asked if Mr. Latoski would be interested in going across the next property.

Mr. Latoski said that he has no objection to the City abandoning the entire 50 feet to him and no objection to the resolution as written.

Mayor Anderson opened the public hearing at 6:15 P.M.

Citizen Dawn Cannon addressed the Council and said that their family owns property on Arlington Street and if this proposal goes through people will not be able to go from Arlington Street to Sunset Boulevard any more. She said that she didn't feel the Council was looking into the future as there would be no bike path or hiking trails. She said that this area could be beautiful and once it's lost it's gone.

Councilmember Yocum asked if her brother was in attendance at the Planning and Zoning Commission meeting which she said he was. He said that her brother was quite upset at that meeting.

Mayor Anderson asked if Mr. Jeppson had any comments on this.

Mr. Jeppson said that he believed this was vocalized clearly. He said that the neighbors want to maintain public access to the property and the City has no plans for the property.

Mayor Anderson asked what Mr. Jeppson preference was.

Mr. Jeppson said that the City can take and maintain ownership of the property. He said that the utility companies cannot use this property and if it is not abandoned it will still be in the public right-of-way.

Councilmember Miles said that it's important for the citizens to be able to go across this area without crossing Stockton Hill Road. She said that she doesn't feel that conflicts and they will still be able to do this if the remaining property is not sold as the out of state owners don't want it. She said that if the entire property is abandoned the entire thing could be sold. She said that she would prefer to keep the access for the citizens. She said that she thought this could still be done while honoring the applicant's request.

Mr. Jeppson said that if Council wanted to follow staff's recommendation the request would need to be brought back with a different resolution.

Councilmember Abram noted that abandoning 42 feet would only leave eight feet as a City right-of-way.

Mr. Jeppson noted that there would also be an additional 107 feet by 50 feet of right-of-way to the south.

Mayor Anderson closed the public hearing at 6:21 P.M.

Councilmember Miles made a MOTION To APPROVE Resolution 4965. Vice Mayor Wimpee Sr. SECONDED and it was APPROVED by a vote of 5-1 with Councilmember Carver voting NAY.

**b. Public Hearing and consideration of Ordinance 1796-R, amending Section 10.000 LANDSCAPING of the Zoning Ordinance of the City of Kingman**

Section 10.000 LANDSCAPING of the Zoning Ordinance of the City of Kingman, adopted in 1998, provides minimal standards for landscaping for new commercial, industrial, and multiple family developments. It also requires some landscaping for remodels and expansions of existing developments where the improvement costs exceed \$20,000 and/or the developed portion of the property increases by 25 percent or more. The ordinance has not been changed since its adoption. The proposed amendment would make the following changes to the Landscape Ordinance: Repeal the appeal process and the 2:1 credit for landscaping in the right-of-way, add an updated recommended plant list, require an area equivalent to 5-percent of the development area to be landscaped for remodels and expansions of existing development, add parking lot landscape standards, revise plan submittal requirements and irrigation standards, allow up to 10% of the landscape area to be artificial turf, require dead plants to be removed within 45-days, and exempt remodeled properties that are over 95% developed from the landscaping requirements. The Planning and Zoning Commission held a number of public meetings and workshops over the last several months to discuss possible changes to the ordinance. At the direction of the City Council, a subcommittee of the P&Z Commission met with representatives of NABA as well as landscape firms to develop a consensus regarding the proposed text changes. The proposed ordinance reflects the consensus that was developed. **The Planning and Zoning Commission held the public hearing on July 14, 2015 to consider the proposed text amendment The commission voted 5-0 to recommend approval of the proposed text amendment as shown in Exhibit “A” of the attached Ordinance No. 1796-R. Staff recommends approval.**

Mr. Jeppson gave a PowerPoint presentation.



Slide 1 – This was an introductory slide.

Slide 2 – Mr. Jeppson gave a synopsis of this slide and said that the City met with the homebuilders' association and addressed their concerns.

### Findings of Fact

1. Section 10.000 Landscaping of the Kingman Zoning Ordinance was adopted under Ordinance No. 1171 on April 20, 1998.
2. The current ordinance applies to new commercial, industrial and multiple family developments. Also remodels or expansions of existing developments where the improvement costs exceed \$20,000 or the developed portion of the property increases by 25% or more.
3. A minimal of landscaping is required including trees and shrubs.
4. No changes to the ordinance has occurred since its adoption in 1998.

### Analysis

The purpose of updating the landscape ordinance is to enhance the beauty and attractiveness of the city, and to clarify landscaping standards.

Adoption of parking lot landscaping standards will improve the appearance, reduce the scale and amount of paved areas, provide more shade for vehicles and pedestrians, reduce headlight glare, and add seasonal interest.

Slide 3 – Mr. Jeppson gave a synopsis of this slide and said that this ordinance does not address single family residences.

Slide 4 – Mr. Jeppson said that the purpose of this ordinance is to enhance the beauty of the community and the Planning and Zoning Commission has worked with staff for over seven months to develop this ordinance.

### Update Process

- ❖ P&Z Commission has met numerous times over the course of the seven months to discuss the update.
- ❖ The commission also met in May with members of the Northwest Arizona Builders Association (NABA) and with local landscape business to develop a consensus regarding the draft language of the proposed Landscape Ordinance.

### Proposed Text Amendment

❖ Appeal process repealed. Appeals will be handled through variance process instead.

Any appeals to this section shall be presented to the Kingman Planning and Zoning Commission for consideration and action. Appeals shall be submitted in writing to the Planning Director at least fourteen (14) days prior to the commission meeting for which the appeal is to be heard. The City Planning Director shall forward copies of the appeal to the City Manager, City Engineer, and City Public Works Director for review and comment. These officers shall have five (5) working days to review and comment on the request. Upon receipt of the review comments, the City Planning Director will prepare a report to the Planning Commission, outlining the required landscaping improvements, the reason for the appeal, and the review comments, and place the appeal on the next regularly scheduled Kingman Planning and Zoning Commission meeting.

The Kingman Planning and Zoning Commission may waive or defer the installation of all, or a portion of the required landscaping improvements if it is determined that:

1. Due to topography, the installation of landscaping would pose a fire hazard.
2. Right-of-way area to be landscaped is scheduled for street construction or utility work.
3. Construction of the project is phased and landscaping installation would be better in a later phase.
4. Due to weather conditions, planting should be delayed, or
5. Required parking limits the area of site available for landscaping.

If the Commission grants a waiver or deferment, they may designate such conditions as deemed necessary to secure the intent and purpose of these regulations. The decision of the Kingman Planning and Zoning Commission may be appealed to the Kingman Common Council, who would hear the appeal at their next regularly scheduled meeting.

Slide 5 – Mr. Jeppson discussed the specifics of the ordinance and said that this would also eliminate the appeal process through the Planning and Zoning Commission as this should be done through the Board of Adjustments.

Slide 6 – Mr. Jeppson discussed the site plan requirements.

**Proposed Text Amendment**

- Update to site plan contents and plan submittal requirements.

**10.300 LANDSCAPING PLAN REVIEW**

**10.310 SITE PLAN CONTENT**

A scaled drawing of the site shall be provided showing the site area, location, and type of ground cover. The drawing shall also show the plant type, size, location and counts for each type of plant and the means and location of irrigation. An irrigation plan shall be provided indicating the layout and details of the irrigation system, including the size of water meter, backflow preventer, and all materials utilized.

**10.320 SUBMITTAL OF PLAN**

The landscaping plan may shall either be incorporated into the site plan required for building permit purposes, or it may be provided as a separate document within the plan set that is submitted for a building permit. The plans for required landscaped areas will be reviewed for compliance with minimum standards as set forth in this section. The approval of landscaping plans shall also serve as the approval of non-substantial encroachment permits, and right-of-way permits, and those fees shall be waived.

**Proposed Text Amendment**

- 2-1 credit for landscaping in row repeated. Landscaping in the row would be required in addition to the minimum on-site landscaping. Additional language regarding ground covers and plant materials.

**10.400 LANDSCAPING STANDARDS/PROVISIONS**

**10.410 GENERAL REGULATIONS**

**A. MINIMUM LANDSCAPED AREAS FOR NEW BUILDINGS, REMODELINGS AND EXPANSIONS OF EXISTING BUILDINGS:**

- For all new development, ten percent (10%) of the net site area shall be provided with on-site landscaping. Landscape areas shall consist of ground treatments including any combination of landscape rock, decomposed granite five-eighths inches (5/8") and above, and/or turf. Landscaped areas shall also include trees, shrubs, vines, succulents, and groundcovers with minimum numbers and sizes specified in Sections 10.410(B) and 10.410(C). Credit will be given for the landscaping/maintenance of public right-of-way at two-to-one (2-1). Example: One (1) square foot of landscaped right-of-way area will account for two (2) square feet of required landscaping. The portion of the public right-of-way between the property line and public sidewalk shall be similarly landscaped and maintained in addition to the on-site requirements.

Slide 7 – Mr. Jeppson gave a synopsis of the current requirements and the proposed changes.

Slide 8 – Mr. Jeppson gave a synopsis of this slide and said that this is an agreement that came from the discussion with the homebuilders’ association.

**Proposed Text Amendment**

- A definition of “development area” has been added. This is for calculating the landscape requirement for remodels and expansions of existing buildings.

- Remodeling and expansions of existing buildings located on properties that as of September 1, 2015 have less than five percent (5%) of the net site area landscaped shall provide a minimum of on-site landscaping that is equal to five percent (5%) of the gross-floor-area of the building development area, except where exempt as provided in Section 10.430. The development area includes the gross floor area of the building(s) as well as any parking areas, outdoor display areas, or storage areas that are a part of the building permit approval requirements. Landscape areas shall consist of ground treatments including any combination of landscape rock, decomposed granite five-eighths inches (5/8") and above, and/or turf. Landscaped areas shall also include trees, shrubs, vines, succulents, and groundcovers with minimum numbers and sizes as specified in Sections 10.410(B) and 10.410(C). Credit will be given for the landscaping/maintenance of public right-of-way at two-to-one (2-1). The portion of the public right-of-way between the property line and public sidewalk shall be similarly landscaped and maintained in addition to the on-site requirements.

**Proposed Text Amendment**

- Caliper size for 15-gallon trees is reduced due to the recommended use of desert-adapted trees.

**B. MINIMUM PLANT NUMBERS:** All landscaped areas shall be composed of any combination of ground cover, shrubs, succulents and trees as set forth below:

- Trees:** Minimum of one (1) per five-hundred (500) square feet of required landscaped area. Additionally, a minimum of one (1) tree shall be required within the parking lot for each twenty (20) required parking spaces each landscape island, where required by Section 10.410(E).
- Shrubs, Vines, Succulents and Ground Covers:** Minimum of two (2) per three-hundred (300) square feet of required landscaped area. Additionally, a minimum of two (2) shrubs, vines, succulents and/or groundcovers shall be required within the parking lot for each twenty (20) required parking spaces each landscape island, where required by Section 10.410(E).

**C. MINIMUM PLANT SIZES:**

- Trees:** Fifteen (15) gallon size, with two-inch to two-and-one-half-inch (2"-1 1/2") three-quarter inch to one-and-one-quarter inch (3/4" to 1 1/4") caliper at the time of planting. A multiple trunk tree shall have no less than two (2) one-inch (1") caliper trunks.
- Shrubby Shrubs, Vines, Succulents and Ground Covers:** Five (5) gallon size, which are minimum. Shrubs, vines, and succulents shall be approximately one (1) to two (2) feet in height and one (1) foot in width at the time of planting.
- Vines, Annuals/Perennials, Grasses, and Accent Grasses:** No minimum number or plant size.

Slide 9 – Mr. Jeppson gave a synopsis of this slide.

Slide 10 - Mr. Jeppson gave a synopsis of this slide and said that the commission updated the recommended plant list.

**Proposed Text Amendment**

- Modified recommended plant list from Sec. 14 and 35 of Zoning Ordinance added as an appendix. Staff can approve other species not on list as long as they are suitable to local climate and soil conditions.

**D. RECOMMENDED PLANT LIST:**

- See attached Exhibit 1 for a list of recommended plants for Kingman, Arizona. Staff may approve other varieties or alternatives to the listed plants provided they are suitable to the local climate and soil conditions.

**Proposed Text Amendment**

- Landscaping standards for parking lots applied to new development with 15+ parking spaces. Does not apply to existing parking lots or to new lots with less than 15 spaces.

**E. PARKING LOT LANDSCAPING:**

- Applicability:** The following landscaping standards shall apply to all off-street parking lots for all new development containing fifteen (15) or more parking spaces. See also Section 22.000 OFF STREET PARKING AND LOADING REQUIREMENTS. Parking lot landscaping shall be counted as part of the required landscape area.

Slide 11 - Mr. Jeppson gave a synopsis of this slide.

Slide 12 - Mr. Jeppson gave a synopsis of this slide.

**Proposed Text Amendment**

- ❖ Design standards for new parking lots with 15+ spaces. Includes a requirement for 10-foot buffer only when lot abuts public street.

**2. Design Standards:**

- One (1) landscape island shall be provided at each end of each row of parking spaces between the spaces and the adjacent drive aisle. In addition, one (1) landscape island shall be provided for every fifteen (15) contiguous parking spaces within the parking space row. The specific location of the landscape island may vary within the parking row provided that there are no more than 15 parking spaces in a row without an intervening landscape island.
- Each landscape island shall be a minimum of nine (9) feet in width and be the same length as the adjacent parking space. Where double-row parking areas exist, the landscape islands shall be the length of two parking spaces. All measurements are to the outside face of the curbs.
- Radius curbing for landscape islands shall be provided along drive aisles with a minimum four (4) foot radius.
- Parking areas used exclusively for outdoor sales and display of automobiles, recreational vehicles, and watercraft shall be exempt from the landscape island requirements. Customer and employee parking areas are not exempt from these requirements.
- A landscape area at least ten (10) feet deep shall be provided along the site perimeter between the parking lot area and a street where the parking area directly abuts the street.

**Proposed Text Amendment**

- ❖ Artificial turf may be counted towards 10% of the minimum landscape area.

**10.420 DESIGN ELEMENTS**

**A. ARTIFICIAL LANDSCAPE:** For water conservation purposes, artificial turf may be a maximum of ten percent (10%) of the required minimum landscape area. Other artificial landscape materials such as: artificial trees, shrubbery, turf or plants shall not count toward the required landscape area.

Slide 13 - Mr. Jeppson gave a synopsis of this slide and said that the artificial turf looks realistic and would be attractive.

Slide 14 - Mr. Jeppson gave a synopsis of this slide.

**Proposed Text Amendment**

- ❖ Irrigation standards added including requirements for an automatic irrigation system, backflow assembly and other design requirements.

**B. An appropriate irrigation system shall be provided to all landscaped areas. IRRIGATION STANDARDS:**

- All landscape areas containing living plant materials shall be supported by an automatic irrigation system.
- A backflow prevention assembly shall be provided with the installation of all irrigation systems according to standard details adopted by the City of Kingman.
- Under certain soil conditions, irrigation systems shall be located a minimum distance from structures as may be recommended by a geotechnical report.
- All irrigation systems and landscape areas shall be designed, constructed, and maintained to promote water conservation, and to prevent water overflow or seepage into the street, sidewalk, or parking areas.

**Proposed Text Amendment**

- ❖ Language added regarding the extent of landscape areas and protection of landscaping.

**C. EXTENT OF LANDSCAPING AREAS:** Any part of a site not graded, developed, and used for buildings, parking, driveways, sidewalks, utilities, stormwater detention areas, and approved storage shall be retained in its present vegetative natural state or landscaped.

**D. All landscaped areas adjacent to vehicular parking and access areas shall be protected from vehicular traffic. PROTECTION OF LANDSCAPE AREAS:** All landscape areas and islands adjacent to vehicular parking and access drives shall be protected from vehicular traffic by the provision of concrete curbs, except where curb breaks are necessary to accommodate stormwater drainage flows from the parking lot into retention areas.

**E. OUTDOOR LIGHTING:** Installation of outdoor lighting in conjunction with landscaped areas shall adhere to the City of Kingman OUTDOOR LIGHTING CODE, Section 34.000, of the City of Kingman Zoning Ordinance.

Slide 15 - Mr. Jeppson gave a synopsis of this slide and said that the City wants to work with the developers.

Slide 16 - Mr. Jeppson gave a synopsis of this slide and said that this allows retention of storm water.

**Proposed Text Amendment**

- Storm water detention areas are permitted to be landscaped. New language is proposed by staff regarding the use of weed barriers. Permeable fabric is preferred to sheet plastic as it allows better water absorption. If sheet plastic is used the project engineer must take the effects the barrier will create into account when calculating on-site detention requirements.

**F. STORM WATER DETENTION.** Storm water detention areas, including detention areas located in perimeter landscape areas, defined in Section 10.410(E)(2)(e), may be landscaped in accordance with the requirements of this code. When used, weed barriers, such as landscape fabric, should be permeable to aid in the absorption of storm water generated by the development on-site. If non-permeable sheet plastic is used in landscape areas, the project engineer shall account for the effects on runoff when calculating the storm water detention required for the site.

**Proposed Text Amendment**

- An exemption from the landscape requirements is provided when over 95% of the gross site is developed with buildings and parking areas, and a building is being remodeled. This does not apply to buildings being expanded beyond the current building envelope.

**10.430 EXEMPTION**

Properties with over ninety-five percent (95%) of the gross site area developed with buildings, off-street parking, sidewalks, and other similar hardscape are exempt from the requirements of 10.410(A)2 when a building is being remodeled. However, any expansion of the existing building envelope or the construction of additional buildings on the same property remains subject to the requirements of 10.410(A)2.

Slide 17 - Mr. Jeppson gave a synopsis of this slide and said that the City worked with the development community on this. He said that the 95-percent development ordinance does not kick in.

Slide 18 - Mr. Jeppson gave a synopsis of this slide and said that the commission felt strongly that three months was too long to wait for replacement.

**Proposed Text Amendment**

- The time frame for replacement of dead plant material is changed from 90 days to 45 days.

**10.430 10.440 MAINTENANCE**

Maintenance of all landscaping shall be the responsibility of the owner, lessee, heirs, assigns, agent, or other liable entity of the property. Landscaped areas shall be regularly maintained, including pruning, mowing, weeding, trimming, watering, refuse removal, fertilizing, and maintenance of the irrigation systems, to create an attractive appearance for the development. Any dead plant material shall be replaced by the property owner within ninety (90) ~~forty-five (45)~~ days of its demise.

Public and private utilities will be responsible for the replacement and repair of landscaping materials specifically damaged by their construction in the public right-of-way. However, unless otherwise specified, the continuing maintenance of landscaping in the public right-of-way is the responsibility of the adjacent property owner.

**Recommendation**

The Planning and Zoning Commission and staff recommend amending Section 10.000 LANDSCAPING of the Zoning Ordinance of the City of Kingman as shown in Ordinance #1796-R

Slide 19 - Mr. Jeppson gave a synopsis of this slide.

Slide 20 – Mr. Jeppson gave a synopsis of this slide.

Vice Mayor Wimpee Sr. said that he appreciated staff and the commission going back to look at this.

Councilmember Carver said that he wanted to confirm that there was a meeting held on May 28, 2015, with the landscape contractors and that they agreed with this ordinance, which Mr. Jeppson said was correct.

Mayor Anderson opened the public hearing at 6:30 P.M.

Citizen Herberta Schroeder addressed the Council and said that she was concerned about this ordinance because Kingman is in the desert and is in a drought. She said that she didn't agree with only allowing ten-percent artificial landscape and not more with realistic components. She said that succulents take more water and cactus not as much. She said that it is harder with the irrigations

requirements. She said that she agrees with some of the changes, such as the appeal process not going through the Planning and Zoning Commission. She said that this is not Phoenix and Kingman is a desert community. She said that people take good care of their landscaping and there are ornamental grasses that go dormant. She said that they are created to have a nice effect and regenerate in the spring. She said that she would like to change a few things. She said that the requirements for landscaping and developers are short sighted. She said that the City does not want to make it harder for developers to come in. She said that this would add an additional \$30,000 to \$35,000 to a new property purchased. She said that weeds grow and can look bad and all rock landscaping is not an option as it is harder to maintain. She asked that the Council think about the impact that this is going to have. She said that the City wants to develop retail and the manufacturing industry and that won't happen if the City keeps adding costs.

Mayor Anderson closed the public hearing at 6:35 P.M.

Mr. Jeppson said that the current ordinance does not allow a credit for artificial landscape which the new ordinance does. He said that this can add costs to landscape a site. He said that the recommended plant list is not required and the City is trying to accommodate development.

Mayor Anderson said that he agreed there was lot of good work going back and forth between the homebuilders, commission, and staff and commended everyone for their work on the ordinance.

Councilmember Abram said that he agreed with the Mayor and is glad that the City went outside to come up with a plan. He said that the purpose is to beautify Kingman. He said that the community wants to be smart in planning landscaping and not using excessive water. He said that this will help move the City in the right direction.

Councilmember Abram made a MOTION to APPROVE Ordinance 1796-R. Vice Mayor Wimpee Sr. SECONDED and it was APPROVED by a vote of 6-0.

### **c. 2016 League Resolutions**

Each year the League of Cities and Towns conducts an annual process for the development, consideration, and approval of city and town resolutions on topics of interest to comprise its Municipal Policy Statement. The statement is subsequently provided to legislators to inform them of important municipal issues and seek their support for the goals, policies, and actions set forth by the various resolutions. Resolutions adopted to move forward by the Policy Committees will appear as resolutions on the agenda for the Resolutions Committee meeting on August 18th at 1:30 p.m. in Tucson. Mayor Anderson will represent Kingman at this meeting and will be voting on each of the proposed resolutions. It is suggested that the Council as a whole discuss any policy differences with any one of the League Policy Committee's recommendations and provide guidance to the Mayor on just those differences. **Council discretion.**

Human Resources and Intergovernmental Relations Director Jackie Walker said that a summary of the League Resolutions had been provided to Council along with staff's recommendations. She said that this is to acquaint the Council with what will be presented at the annual League of Arizona Cities and Towns resolution committee meeting. She said that Mayor Anderson will represent Kingman. She said that each resolution has been vetted by the League's policy committee and 14 resolutions are being recommended. She said that this item is to give the Mayor guidance on any policy differences.

Mayor Anderson asked for a summary of what the Tri-City Council recommended.

Ms. Walker said that the Tri-City Council did not review the resolutions and each city has reviewed them at their own council meetings. She said that many of the resolutions are repeats and have received City of Kingman support over the years.

Vice Mayor Wimpee Sr. recommended giving direction to the Mayor to represent Kingman at the resolutions committee meeting which Councilmember Abram agreed with.

Councilmember Miles noted that staff recommended remaining neutral on SR 189. She said that because this promotes international trade it will eventually trickle up with the development of a logistics hub in Kingman. She said that she would suggest being more supportive of this.

Mayor Anderson said that he is a member of the Transportation Infrastructure Committee and had the same concern. He said that he wants to make sure the transportation comes up through Arizona.

Councilmember Miles again suggested supporting this resolution.

Vice Mayor Wimpee Sr. said that he felt the Mayor had direction.

**d. Discussion and possible action on the creation and review process for Council meeting agendas**

At the July 27, 2015 Council Work Session, discussion took place regarding how items are placed on or removed from Council meeting agendas. Councilmember Yocum requested delaying the discussion in order to include all councilmembers on the discussion of possible changes to the ordinance. The current ordinance allows any councilmember to request an agenda item. **Staff recommends adding verbiage to specify that only the requesting councilmember can agree to have an item removed or deferred from the next available agenda.**

Councilmember Yocum said that he wanted to clarify who has the authority to remove items from an agenda and doesn't want staff to feel as though they are caught between Council members. He said that there have been instances in which a Council member requests an item and someone requests that it be pulled without the original Council member's authorization. He said that the ambiguity in the ordinance needs to be removed and it needs to be clear what can and cannot be done.

Vice Mayor Wimpee Sr. said that he supports this and that no Council member should be able to remove an item.

Mr. Cooper read the exact text of the ordinance and said that he interprets this as meaning an item placed on the agenda is not removed. He said that there are a couple of caveats and the ordinance can be modified if the Council desires.

Vice Mayor Wimpee Sr. said that he has requested things that have been removed. He said that the Council needs to come to an understanding that if an item is placed on the agenda it is not removed. He said that as long as everyone understands that then that is all that is needed.

Councilmember Abram said that if the ordinance is already there than it needs to be followed. He said that removal should have the consent of the requesting Council member.

Mayor Anderson said that an item may require some discussion in the background for staff to get it back to the Council and can keep the Council up to date on when the item can be placed on the next available agenda.

Councilmember Carver said that this should be brought up at the time the item is requested. He said that the word “shall” means that the item shall be on the agenda.

Mr. Cooper said that the item may not have everything to bring back to Council right away which happens. He suggested that the Council submit their request in writing or fill out the “Communication to Council” form rather than leaving it to staff to interpret. He said that this will ensure the Council member gets what they are looking for. He said that the Mayor and City Manager prepare the agenda from this and this is the process staff uses.

Councilmember Yocum clarified that they prepare the agenda but not control it.

Mr. Cooper said that the Mayor and City Manager are responsible for the agenda which the Clerk prepares.

Councilmember Abram asked if the entire Council was in agreement that what is stated in the current ordinance is acceptable.

Councilmember Yocum agreed.

Vice Mayor Wimpee Sr. said that this is a matter of respect.

Councilmember Yocum recommended adding text to the ordinance to stipulate that only the requesting Council member can remove a requested item.

Councilmember Carver said that everyone understands what the ordinance means and additional text would add clutter.

Councilmember Abram said that the language is there; it just has to be followed.

Mr. Cooper said that he felt it was clear what is expected.

Councilmember Yocum said that he wants to clarify this so that future Councils cannot misinterpret it.

Mr. Dougherty asked that if the ordinance is changed language be added that the Council will fill out the “Communication to Council” form so there is no misinterpretation.

Mayor Anderson said that he would like to see the text change at the next meeting.

Mr. Cooper said that it may not be available by the next meeting, but he would return it as quickly as possible.

**e. Discussion regarding adoption of an “entertainment district” in downtown Kingman**

The Kingman Downtown Merchants' Association has requested an agenda item, which it advised was approved by Mayor Anderson, for the Council to discuss the "adoption of Arizona Revised Statute 4-207." The Council has been provided with a letter and a copy of the A.R.S. code. This item will be for discussion only.

Matt Wanner, president of the Downtown Merchants Association, addressed the Council and said that the downtown area has made huge forward momentum and want to see it continue. He said that there is an opportunity for a local church to rent a building in the area and the liquor laws are very specific that a liquor license cannot be held within 300 feet of a church. He said that this is not censoring or choosing one faith over another, but could be detrimental to what has already started in the area. He said that the association wants to find a solution and common ground. He said that a member of the association found this Arizona Revised Statute (ARS) code which seems to fit what the association and city would like to see. He said that the association wants to be able to continue to build businesses in the area and want to be able to sell or transfer their licenses within that 300 foot limit. He said that they are asking for a resolution to adopt an entertainment district to coexist with churches. He said that this allows the area to move forward and coexists with the church. He said that several members of the association were present to say what he already had. He said that these businesses are fruitful and want to continue to be. He said that the area is very progressive and wanted the City to look at this over the next several weeks. He said that association members see the advantages and disadvantages to this. He also said that a member of the Chamber of Commerce was present to read a letter of support for this.

Joni Millin, a member of the Board of the Chamber of Commerce, read a copy of a letter from the chief executive officer of the chamber to the Council in support of the initiative.

Citizen Jamie Taylor addressed the Council and said she wanted to discuss the importance of designating an entertainment district. She said that she bought property in Kingman when downtown rolled up their carpets at five o'clock. She said that she is so excited to see the improvements over the last few years. She said that this designation is important and noted that Flagstaff, Prescott, and Williams have all done this. She said that they have all sorts of things happening and Kingman is on the cusp with tourism. She said that she is concerned this will start back sliding and that businesses who want to sell will not be able to.

Citizen Janelle Chambers addressed the Council and said that she and her family own Up Your Alley Antiques and Chambers Realty. She said that there are diverse businesses downtown and she would like to support review of an entertainment district to give the City Attorney and City Manager an opportunity to review it. She said that she has lived in Kingman for over 30 years and revitalization is taking place downtown. She said that the city and government buildings have always been here but now there are several businesses. She said that her family are believers and believe in churches. She said that if a new church comes in they need to be aware of what is already in the area. She said that several other towns have this and all business owners downtown have an interest in and support each other.

Citizen Diana Caldon addressed the Council and said that she is the owner of the Cellar Door Wine Bar. She said that she purchased the wine bar and has seen downtown grow. She said that there are people up and down the street in the evenings. She said that she is concerned about the church because she carries a liquor license and if she decided to sell it would put a financial burden on her as she would not be able to transfer the license. She said that there is a lot of

excellent downtown entertainment and she would like to see it continue. She said that she is also concerned about parking and the church taking parking from other businesses. She said that people will not want to come in. She said that downtown gets a lot of tourists and parking is an issue. She asked that the Council consider the entertainment district.

Mayor Anderson asked Mr. Jeppson about the proposal.

Mr. Jeppson said that he has had experiences with this throughout his career. He said that in one instance a charter school opened in a shopping center and a liquor store wanted to open in the same location. He said that the laws toward preventing religious institutions have changes and there are limited restrictions on public assemblies. He said that an entertainment district allows a change of the spacing requirements and for selling alcohol. He said that it does not prevent religious institutions and schools from coming in. He said that it allows businesses to not have the 300 foot requirement and does provide a combination of different uses downtown. He said that it does not address parking. He said that he worked in another state where a church proposed coming in and had to look at spacing requirements.

Mayor Anderson asked about a church on Andy Devine Avenue.

Mr. Cooper said that this was outside of the scope of this item. He said that he has not researched the proposal and only one entertainment district is allowed in a city this size. He said that he would have to research the proposal but he thought Mr. Jeppson covered it. He said that this would allow the Council to review each new liquor license application on a case by case basis.

Mr. Wanner said that the association does not want to see more adult businesses creep in and are not looking at a red light district or adult shops. He said that they want to continue to build on their foundation and don't want to expand beyond what they are already doing. He said that what is there is perfect and there has been a big awakening in the downtown area. He said that this allows the area to continue the momentum and maybe allow opportunities for others.

Mr. Cooper said that this is not a sexually oriented entertainment district and that's not what this addresses.

Vice Mayor Wimpee Sr. suggested giving direction to staff to research this proposal.

Mayor Anderson asked what the timeframe would be to bring this back.

Mr. Cooper said that the area will have to be defined and this would only be for new businesses.

Vice Mayor Wimpee Sr. asked staff to bring it back when they are comfortable.

Councilmember Carver asked what the current zoning for the area is.

Mr. Cooper said that this was not listed with discussion of this item and he did not know the zoning downtown. He said that this item is only for the entertainment district.

Councilmember Miles asked if this would incorporate the ARS code into the City ordinance.

Mr. Cooper said that Council can authorize this based on statute and are only allowed to do what the law says.

Mr. Dougherty asked Mr. Cooper if the entertainment district would be able to proceed or still be enforced if a conditional use permit for the church comes in.

Mr. Cooper said that the entertainment district would go into effect 30 days after it is passed.

Councilmember Carver asked if existing businesses would be okay.

Mr. Cooper said that this would not apply to restaurants, special events, or other classifications. He said that it may not affect anything for a while but he will get this done as fast as he can.

Councilmember Miles asked for clarification that existing businesses would be grandfathered in and can change in the future. She also asked if the church is grandfathered into the 300 foot limit.

Mr. Cooper said that the 300 foot limit could be waived by Council action when a liquor license application is received. He also said that he was sure there would be comments by anyone who might be affected by this. He said that other cities have had protests and it will be up to the Council.

## 7. REPORTS

### a. **Department Report on Water Division**

Staff will give a presentation on Water Division activities and issues.

Public Works Director Rob Owen gave a PowerPoint presentation.



Slide 1 – This was an introductory slide.

Slide 2 – Mr. Owen gave a synopsis of this slide that showed where the area's ground water comes from. He said that reports show that the city's well levels have come up. He said that the Sacramento Basin is larger and the levels came up last year. He said that these are influenced by precipitation.

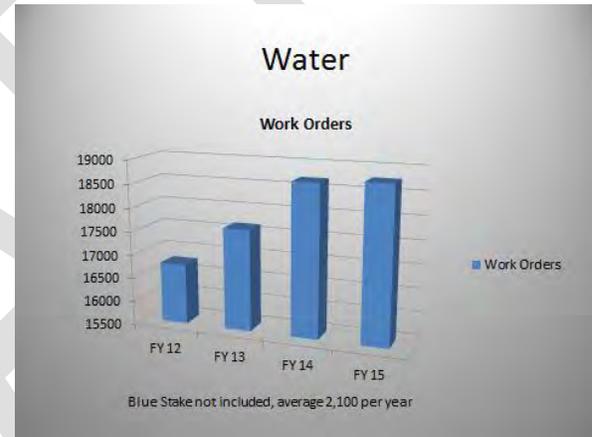
### Kingman Water System

- 15 active wells
- 13 storage tanks
- 5 booster stations
- 470 miles of pipe
- 20,286 meter connections



Slide 3 – Mr. Owen gave a synopsis of this slide.

Slide 4 - Mr. Owen gave a synopsis of this slide.



Slide 5 - Mr. Owen gave a synopsis of this slide and stated what was included in this. He said that this can vary but is about 175 per month.

Slide 6 - Mr. Owen gave a synopsis of this slide.

### Consumption Comparison

Domestic Only	
2007	2015
Accounts (Average)	Accounts (Average)
• 18,583	• 18,883
Total Consumption	Total Consumption
• 2,314,764,220 gallons (7,104 acre feet)	• 1,777,203,890 gallons (5,454 acre feet)
Per capita Daily Consumption	Per capita Daily Consumption
• 140 gallons	• 104 gallons (26% reduction)

1 acre foot = 325,851.431889 gallons

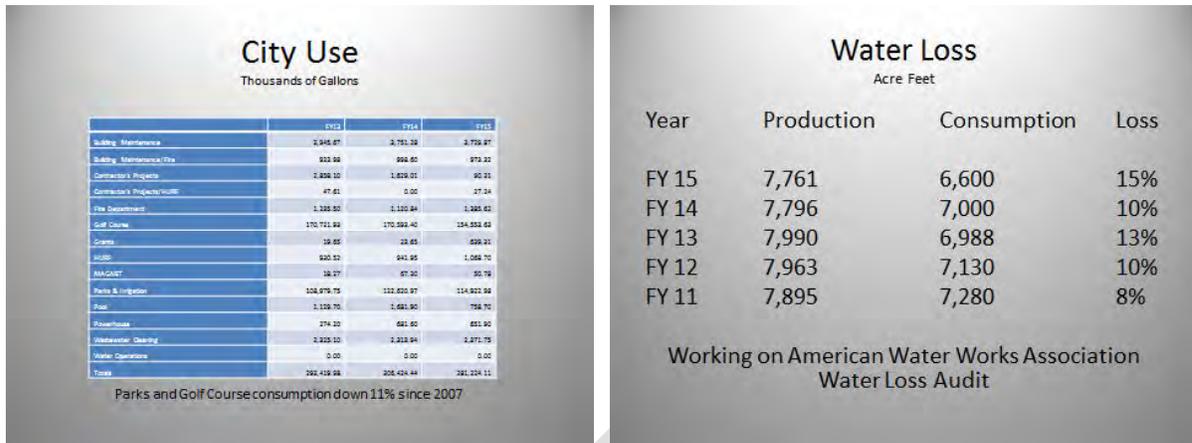
### Consumption Comparison

Domestic & Irrigation Combined	
2007	2015
Accounts (Average)	Accounts (Average)
• 18,372	• 18,923
Total Consumption	Total Consumption
• 2,798,350,300 gallons (8,588 acre feet)	• 2,130,655,320 gallons (6,600 acre feet)
Per capita Daily Consumption	Per capita Daily Consumption
• 167 gallons	• 124 gallons (26% reduction)

1 acre foot = 325,851.431889 gallons

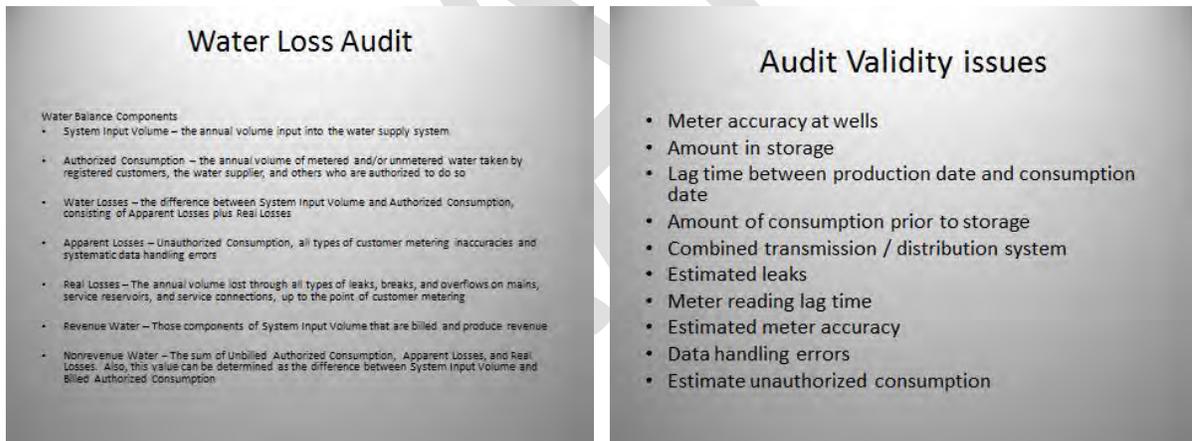
Slide 7 - Mr. Owen gave a synopsis of this slide.

Slide 8 - Mr. Owen gave a synopsis of this slide.



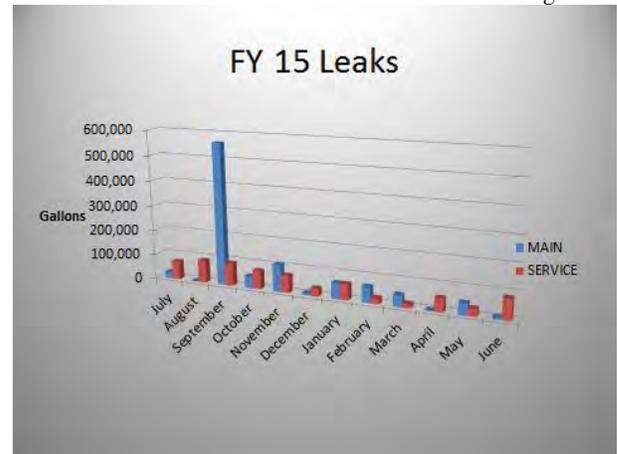
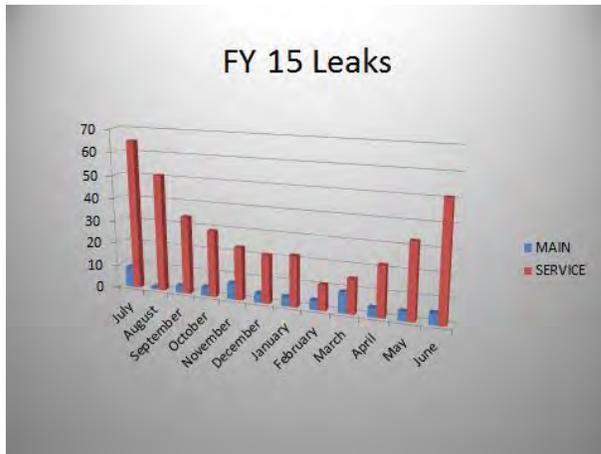
Slide 9 - Mr. Owen gave a synopsis of this slide.

Slide 10 - Mr. Owen gave a synopsis of this slide and said that the City is working on a water loss audit. He said that Kingman is within normal range and that by comparison Flagstaff was at 11-percent. He said that per capita use is down to approximately 50 gallons per day.



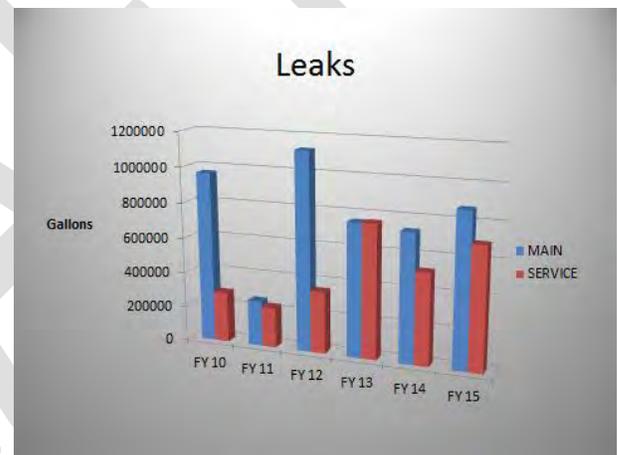
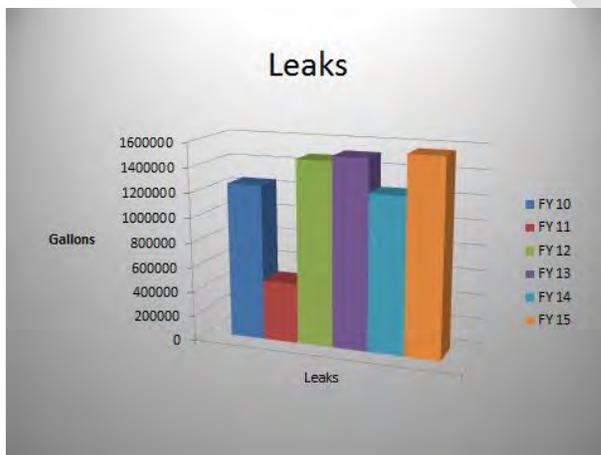
Slide 11 - Mr. Owen gave a synopsis of this slide and said that the City does have issues with leaks.

Slide 12 - Mr. Owen gave a synopsis of this slide and explained how the system works.



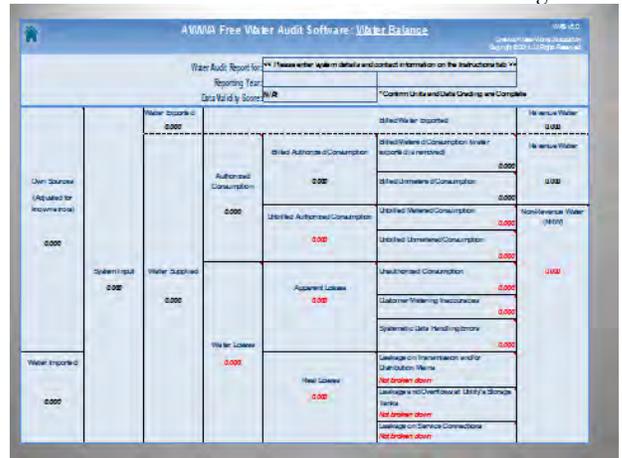
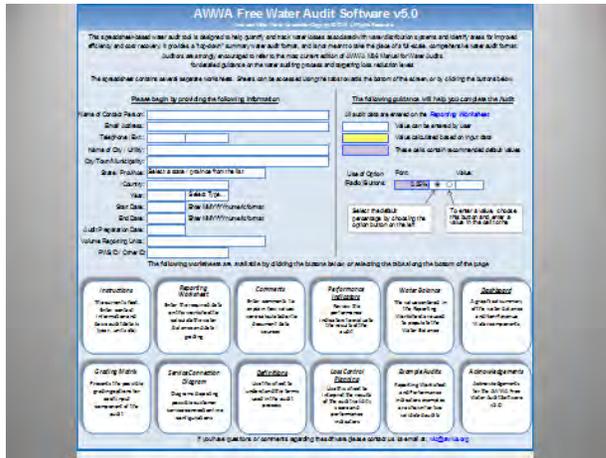
Slide 13 - Mr. Owen gave a synopsis of this slide.

Slide 14 – Mr. Owen said that the City had a transmission line break after receiving pretty serious rains one month. He said that the main line leaks which wastes a lot of water.



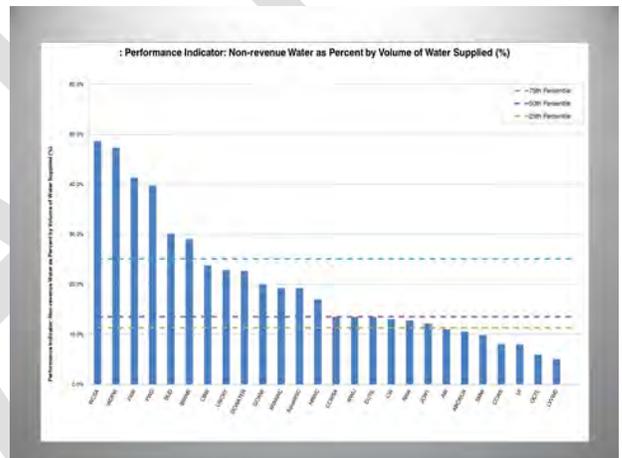
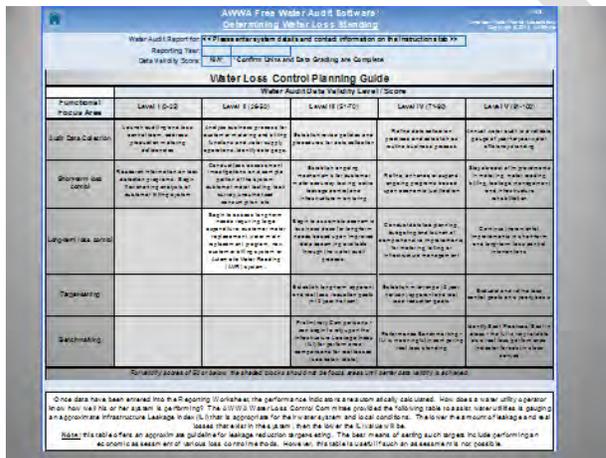
Slide 15 - Mr. Owen gave a synopsis of this slide.

Slide 16 - Mr. Owen gave a synopsis of this slide and said that the department has to prioritize the larger leaks in the system.



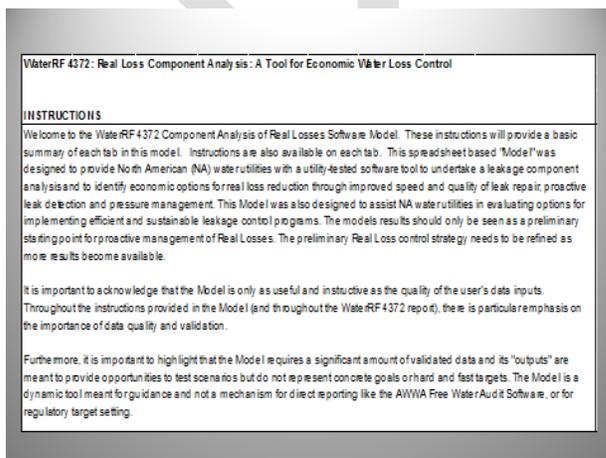
Slide 17 - Mr. Owen gave a synopsis of this slide.

Slide 18 – Mr. Owen explained the software program used by the department.



Slide 19 – This slide showed an example of the software.

Slide 20 - Mr. Owen gave a synopsis of this slide.



Slide 21 – This slide showed an additional software sample. Mr. Owen said that this helps to analyze the system and gave a synopsis of automated meter reading.

Slide 22 - Mr. Owen gave a synopsis of this slide.

<h3>Safe Drinking Water Act (SDWA)</h3> <ul style="list-style-type: none"><li>• The Safe Drinking Water Act (SDWA) is the main federal law that ensures the quality of Americans' drinking water. Under SDWA, EPA sets standards for drinking water quality and oversees the states, localities, and water suppliers who implement those standards.</li><li>• SDWA was originally passed by Congress in 1974 to protect public health by regulating the nation's public drinking water supply. The law was amended in 1986 and 1996 and requires many actions to protect drinking water and its sources: rivers, lakes, reservoirs, springs, and ground water wells. (SDWA does not regulate private wells which serve fewer than 25 individuals.)</li></ul>	<h3>National Primary Drinking Water Regulations</h3> <ul style="list-style-type: none"><li>• National Primary Drinking Water Regulations (NPDWRs or primary standards) are legally enforceable standards that apply to public water systems. Primary standards protect public health by limiting the levels of contaminants in drinking water. Visit the list of regulated contaminants with links for more details.</li></ul>
--	--

Slide 23 - Mr. Owen gave a synopsis of this slide.

Slide 24 - Mr. Owen gave a synopsis of this slide.

<h3>Unregulated Contaminant Monitoring</h3> <ul style="list-style-type: none"><li>• EPA uses the Unregulated Contaminant Monitoring (UCM) program to collect data for contaminants suspected to be present in drinking water, but that do not have health-based standards set under the Safe Drinking Water Act (SDWA). Every five years EPA reviews the list of contaminants, largely based on the Contaminant Candidate List. The SDWA Amendments of 1996 provide for:</li><li>• Monitoring no more than 30 contaminants every five years</li><li>• Monitoring only a representative sample of public water systems serving less than 10,000 people</li><li>• Storing analytical results in a National Contaminant Occurrence Database (NCOD)</li><li>• The UCM program progressed in several stages. Currently, EPA manages the program directly as specified in the Unregulated Contaminant Monitoring Rule (UCMR).</li></ul>	<h3>Ground Water Rule</h3> <p>The U.S. Environmental Protection Agency (EPA) published the Ground Water Rule (GWR) on November 8, 2006. One goal of the GWR is to provide increased protection against microbial pathogens, specifically bacterial and viral pathogens, in public water systems (PWSs) that use ground water. Instead of requiring disinfection for all ground water systems (GWSs), the GWR establishes a risk-targeted approach to identifying GWSs that are susceptible to fecal contamination. The GWR requires systems at risk of microbial contamination to take corrective action to protect consumers from harmful bacteria and viruses.</p> <p><b>WHAT ARE THE BASIC REQUIREMENTS OF THE GWR?</b></p> <ul style="list-style-type: none"><li>• The basic requirements of the GWR include:</li><li>• Sanitary surveys.</li><li>• Source water monitoring.</li><li>• Compliance monitoring.</li><li>• Corrective actions.</li></ul>
---	---

Slide 25 - Mr. Owen gave a synopsis of this slide.

Slide 26 - Mr. Owen gave a synopsis of this slide.

## A.A.C. Title 18

Arizona's drinking water rules are located in Title 18, Chapter 4, of the Arizona Administrative Code (18 A.A.C. 4). ADEQ adopted the federal rules in order to maintain Arizona's primary enforcement authority of the Safe Drinking Water Act. The impetus for the rulemaking is to maintain Arizona's primary enforcement authority of the Safe Drinking Water Act, pursuant to A.R.S. §49-353(A)(2)(a), which requires ADEQ to create rules that implement the federal safe drinking water program.

## Consumer Confidence Reports

- The Arizona Drinking Water Rules require community water systems to produce Consumer Confidence Reports annually and submit them to ADEQ by July 1st. The rules are located in the Arizona Administrative Code, Title 18 Chapter 4 Article 1 (R18-4-117).
- [Code of Federal Regulations \(CFR\)](#), Title 40 part 141, Subpart O (2007 Revision Year), Consumer Confidence Reports
- The Consumer Confidence Report (CCR) needs to describe a number of items such as the source of the water, levels of contaminants found, the possible source of these contaminants and the corrective actions taken, mandatory language regarding the health effects, other information about your water system and the quality of the water your system delivers to your customers.

Slide 27 - Mr. Owen gave a synopsis of this slide.

Slide 28 - Mr. Owen gave a synopsis of this slide and said that these results are sent to customers every year.

## The Clean Water Act (CWA)

- **33 U.S.C. §1251 et seq. (1972)**
- The Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The basis of the CWA was enacted in 1948 and was called the Federal Water Pollution Control Act, but the Act was significantly reorganized and expanded in 1972. "Clean Water Act" became the Act's common name with amendments in 1972.
- Under the CWA, EPA has implemented pollution control programs such as setting wastewater standards for industry. We have also set water quality standards for all contaminants in surface waters.

## Rules and Regulations Implemented under the Clean Water Act:

- Analytical Methods (Sections 301(a), 304(h), and 301(a)) - EPA publishes laboratory analytical methods (test procedures) that are used by industries and municipalities to analyze the chemical, physical and biological components of wastewater and other environmental samples that are required by regulations under the CWA. Most of these methods are published as regulations in the Code of Federal Regulations (CFR) at Title 40 Part 136. Some methods may also be found at 40 CFR Parts 401-503 (these methods are sometimes referred to as wastewater, Part 136, or 304(h) methods).
- Effluent Limitations Guidelines - Existing regulations and regulations under development regarding national standards for industrial wastewater discharges to surface waters and publicly owned treatment works. (Current and proposed ELS.)
- Section 304(m)(1)(B), and (C) - Requires EPA to promulgate effluent guidelines for new categories of dischargers under certain circumstances
- Sections 301(d), 304(b), 304(g)(1), 306(b)(1)(B) - Requires that EPA periodically review existing effluent guidelines, pretreatment standards, and standards of performance for new sources and to revise them "if appropriate" so, in the case of new source performance standards, "as technology and alternatives change"
- National Pollutant Discharge Elimination System (NPDES) Rules and Regulations (Section 402) - Section 402 of the Clean Water Act prohibits the discharge of pollutants into waters of the United States without a National Pollutant Discharge Elimination System (NPDES) permit issued by EPA, a state, or where authorized, a tribal government on an Indian reservation. To help implement this provision of the Clean Water Act, EPA has proposed new or revised NPDES rules, which have included:
  - Pretreatment Streamlining Rule - The Pretreatment Streamlining Rule makes final changes to EPA's General Pretreatment Regulations, which requires publicly owned treatment works that meet certain criteria to develop pretreatment programs to control industrial discharges into their sewage collection systems. These programs must be approved by either EPA or states, being as the pretreatment's approval authority. The Pretreatment Streamlining rule, promulgated in 2000, streamlined and clarified various provisions of the General Pretreatment Regulations for existing and new sources of pollution codified at 40 CFR Part 402.
  - National Permit Program (Section 402) - As authorized by Section 402 of the Clean Water Act, the NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are discrete conveyances such as pipes or manmade ditches. Individual homes that are connected to a municipal system, use a septic system, or do not have a surface discharge do not need an NPDES permit. However, industrial, municipal, and other facilities that discharge to waters of the U.S. must obtain permits. There are two categories of NPDES permits: individual permits and general permits.
  - Sewage Sludge (Biosolids) Rule (Section 403) - The Standards for the Use or Disposal of Sewage Sludge rule (40 CFR Part 503) establishes requirements for the final use or disposal of sewage sludge (i.e., biosolids) when biosolids are applied to land to condition the soil or fertilize crops or other vegetation grown in the soil, placed on a surface disposal site for final disposal, or used in a biosolids incinerator. The Agency is required to conduct a review of the 303 standards at least every two years.

Slide 29 - Mr. Owen gave a synopsis of this slide.

Slide 30 - Mr. Owen gave a synopsis of this slide.

City of Kingman Sampling Cost	
FY 15	
Water	\$56,656
Wastewater	\$88,835

Slide 31 - Mr. Owen gave a synopsis of this slide.

Mayor Anderson asked who does the sampling and who evaluates it.

Mr. Owen said that the samples are taken by City staff and are sent to an outside source for testing. He said that the City has a lab to do this but does not have a technician to run the tests. He said that the department does control sampling and the goal is to do more sampling. He said that the number of required samples is changing next year and the goal is to get to where the department can perform more sampling. He said that the vast majority of the samples will be sent to outside labs.

UPDATE WATER MASTER PLAN
Update 2005 Water Master Plan to include:
<ul style="list-style-type: none"><li>• System Inventory</li><li>• Data Collection</li><li>• Existing &amp; Future Computer Model</li><li>• Existing &amp; Future System Calibration</li><li>• Operations</li></ul>

AMR/AMI
Automated water meter reading is a communication system that allows the real time transfer of water use data from the meter to a central utility billing center. Benefits of the system include:
<ul style="list-style-type: none"><li>• Elimination of meter reading contract</li><li>• Newer meters = less maintenance</li><li>• Customer service<ul style="list-style-type: none"><li>– Early customer notification of potential leaks</li><li>– Hourly / on-Demand Readings</li><li>– Dispute Resolution</li></ul></li><li>• More accurate billing<ul style="list-style-type: none"><li>– Low &amp; High flow accuracy</li><li>– Reduction in water loss</li></ul></li><li>• Leak Detection<ul style="list-style-type: none"><li>– Customer</li><li>– Distribution system</li></ul></li><li>• Theft Detection</li></ul>

Slide 32 - Mr. Owen gave a synopsis of this slide.

Slide 33 - Mr. Owen gave a synopsis of this slide.

### EFFLUENT RE-USE

The city discharges 1.6 Million Gallons per Day (MGD) of treated effluent at the Hilltop Wastewater Treatment Plant and .3 MGD at the Downtown Treatment Plant. Alternative methods for the beneficial re-use of this effluent will be analyzed, and recommendations made to Council, including:

- Effluent sale
  - Would require the construction of storage tank, pumping equipment, and distribution system
- Recharge
  - The recharge of effluent to replenish the groundwater aquifer
    - Basin recharge
    - Shallow well recharge
    - Deep well recharge
- Recreational use / Ag use / Recharge
  - Combination of effluent re-use for recreational use and recharge

### UPDATE WATER SYSTEM PLAN / DROUGHT MANAGEMENT PLAN

Update 2006 City of Kingman System Water Plan to include:

- Water Supply Plan
  - Service Area
  - Water Sources
  - Water Production
  - Consumption Projections
- Drought Preparedness Plan
  - Response Stages
  - Public Agency Action
  - Consumer Actions
- Water Conservation Plan
  - Water Loss Control Measures
  - Water Rate Structure
  - Conservation Education

Slide 34 - Mr. Owen gave a synopsis of this slide.

Slide 35 - Mr. Owen gave a synopsis of this slide.

Mayor Anderson asked if the department is planning for service in the area of the airport which Mr. Owen said that they were. He said that the Kingman Airport Authority is planning for phase two of the airport and hopes that the department will be a major player in this as it is the City's water system which Mr. Owen said they have been.

Councilmember Miles said that she appreciated that Mr. Owen gave a presentation to the Kingman and Mohave Manufactures Association (KAMMA). She said that there was an enthusiastic response to working with the City on options for this development.

Mayor Anderson asked that the department work with Development Services and the contractors' association on a plan to conserve water.

Councilmember Abram noted a significant rise in work orders and asked what caused this.

Mr. Owen said that this is pretty spread out. He said that a new tracking system for this has worked out great and he appreciates the assistance from Utility Billing. He said that the time periods for each work order can vary greatly.

Councilmember Abram said that he was curious whether there was an increase in a specific type of work order.

Mr. Owen said that leaks would probably be the biggest. He said that the department has to prioritize work orders and leaks lead to draws on other resources like streets.

Councilmember Abram said that he understands there will be loss on the system and asked what is acceptable.

Mr. Owen said that this varies. He said that the new audit system is helpful. He said that different places operate differently and measuring this is tricky. He said that the industry is working toward a national standardized system.

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

There were no reports.

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

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

**If needed.**

Mr. Dougherty provided information regarding the memorial service for Bill Johnston. He said that the United Way would be holding a city-wide clean up on September 12, 2015. He said that this made a big impact in 2014 and are hoping it will again.

An unidentified gentleman in the audience said that he wanted to encourage the Council to participate in the League conference. He said that Interstate 11 is important and asked that the Council be proactive. He said that he just wanted to wish the Council well.

Councilmember Yocum reminded everyone that the next Council meeting was cancelled due to the League conference.

**9. EXECUTIVE SESSION**

Pursuant to ARS 38-431.03(A)(4), the City Attorney requests that the Mayor and Common Council vote to go into executive session for discussion and later possible action.

Vice Mayor Wimpee Sr. made a MOTION to GO INTO Executive Session. Councilmember Abram SECONDED and it was APPROVED by a vote of 6-0.

Council went into Executive Session at 7:50 P.M.

**Brown v. City of Kingman**  
**Blaschak v. City of Kingman**

Council returned from Executive Session at 8:02 P.M.

Councilmember Abram made a MOTION to PAY the insurance deductibles in both cases. Vice Mayor Wimpee Sr. SECONDED and it was APPROVED by a vote of 6-0.

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

**ADJOURNMENT – 8:03 P.M.**

ATTEST:

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

APPROVED:

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

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

CERTIFICATE OF COUNCIL MINUTES

I, Sydney Muhle, 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 August 4, 2015.

Dated this 1<sup>st</sup> day of September, 2015.

\_\_\_\_\_  
Sydney Muhle, City Clerk and Recording Secretary

DRAFT

**CITY OF KINGMAN  
 MEETING OF THE COMMON COUNCIL  
 Kingman Police Department  
 2730 E. Andy Devine Avenue**

**3:30 P.M.**

**MINUTES**

**Monday, August 24, 2015**

**WORK SESSION MEETING OF THE COMMON COUNCIL**

<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>Tina Moline, Finance Director</b>	
<b>Mark Abram</b>	<b>Carl Cooper, City Attorney</b>	
<b>Larry Carver - EXCUSED</b>	<b>Rob Owen, Public Works Director</b>	
<b>Jen Miles</b>	<b>Greg Henry, City Engineer</b>	
<b>Stuart Yocum</b>	<b>Robert J. DeVries, Chief of Police</b>	
<b>Carole Young</b>	<b>Gary Jeppson, Development Services Director</b>	
	<b>Sydney Muhle, City Clerk</b>	
	<b>Erin Roper, Deputy City Clerk and Recording Secretary</b>	

**WORK SESSION MEETING OF THE COMMON COUNCIL**

**ALL WORK-SESSION ITEMS LISTED ARE FOR DISCUSSION ONLY. NO ACTION CAN OR WILL BE TAKEN.** The primary purpose of work session meetings is to provide the City Council with the opportunity for in-depth discussion and study of specific subjects. Public comment is not provided for on the Agenda and may be made only as approved by consensus of the Council. In appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an Agenda item if invited by the Mayor or City Manager to do so. The Mayor may limit or end the time for such presentations.

**CALL TO ORDER & ROLL CALL  
 PLEDGE OF ALLIGENCE**

Mayor Anderson called the meeting to order at 3:32 P.M. and roll call was taken. All councilmembers were present except Councilmember Carver, who was excused. The Pledge of Allegiance was said in unison.

**1. Climatec Presentation**

The Council will hear a presentation from Climatec regarding potential energy saving and utility cost saving measures for City of Kingman facilities.

Matt Vaccaro, Justyn St. Clair and Tom Jackson of Climatec presented the following slides:



**CITY OF KINGMAN**



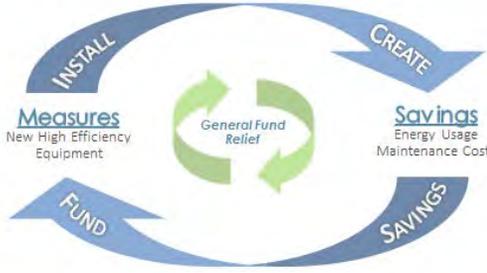
August 24<sup>th</sup>, 2015

### PROGRAM GOALS

- \* Conserve Water & Energy
- \* Self-Fund facility needs
- \* Guarantee savings & performance
  - \* (ARS15-213.01)
- \* Reduce utility costs
- \* Provide immediate budget relief
- \* Address deferred maintenance

Slide one was an introductory slide. On slide two, Mr. Vaccaro stated the goal of the Climatech program was to improve City infrastructure by increasing available funding without increasing taxes.

### SELF FUNDED IMPROVEMENTS

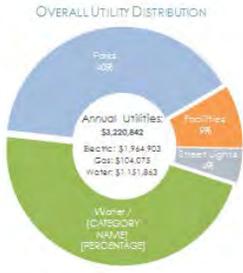


### PROJECT DEVELOPMENT PROCESS

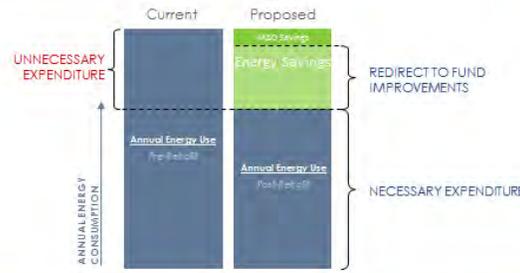


On slide three Mr. Vaccaro stated the City would be able to pay for the new infrastructure by reducing utility bills; the bills would be reduced through installing new, higher efficiency equipment in buildings and the water system. On slide four Mr. St. Clair reviewed the diagram and stated Climatech worked with City staff for the past three months in the initial phase of the program, which involved interviewing staff and examining whether the program was beneficial for the City. Mr. St. Clair stated Climatech did not sell products and the state legislation the company operated under mandated that the program provide measurable cost saving benefits.

### UTILITY ANALYSIS



### BUDGET NEUTRAL PROGRAM



On slide five Mr. St. Clair reviewed the information and stated Climatech looked for ways to reduce expenditures through reducing utility costs, which involved addressing facility needs. Mr. St. Clair stated Climatech believed it could save the City 35%. Mr. St. Clair reviewed the information on slide six and stated the goal was to redirect the unnecessary fund expenditures to infrastructure needs.



Mr. St. Clair reviewed slide seven.

Mr. Vaccaro stated equipment that was 10 to 20 years old had reached the end of its useful life and cost the City money to continue using due to inefficiency. Mr. Vaccaro stated state law required Climatech to guarantee the savings it quoted to the City and if there was a shortfall in those savings Climatech was required to reimburse the City through a grantor. Mr. Vaccaro stated Climatech had never experienced a shortfall.

Councilmember Miles asked what the timeline was for the program to meet the numbers set by Climatech.

Mr. Vaccaro stated the timeline depended on the projects the City decided to pursue and state legislature defined the limits as the lifecycle of the equipment.

On slide eight Mr. Jackson stated there were many different funding sources that could be used to support the program such as leasing, bonds or loans. Mr. Jackson stated Climatech's objective was to find the cheapest funding source and have the program pay for itself over time. Mr. Jackson stated Climatech would point the City towards sources of funding and the City would work with the sources independently to secure it.

Mr. Vaccaro stated all the items identified consumed electricity, gas or water and replacing old equipment with new technology would conserve these utilities and lower bills. Mr. Vaccaro stated ongoing maintenance costs were another factor to consider. Mr. Vaccaro stated maintenance requirements would be diminished because the equipment was newer and under warranty. Mr. Vaccaro stated savings in labor and maintenance costs could not be used as part of Climatech's estimate per state legislature, which meant it would be an added benefit on top of Climatech's estimates.

Mayor Anderson asked if upgrading the City's equipment would help integrate with Unisource Energy Services new equipment.

Mr. Vaccaro stated it would. Mr. Vaccaro stated the new electric meters were read remotely, which reduced the cost of reading the meters and improved accuracy. Mr. Vaccaro stated Unisource already created the necessary network of towers and repeaters, which meant the City could utilize the technology without paying the cost of building the infrastructure.

PRELIMINARY FINANCIAL HIGHLIGHTS		AMI/AMR BENEFITS	
<u>ENERGY PROJECT</u>			
Approx. Project Price	\$ 5 – 7 M	* New Advanced Meter Technology	* Asset Management
Approx. First Year Savings	\$500 – 650k	* Improved Customer Service	* Water Conservation
Approx. Lifecycle Savings	\$ 9 – 12 M	* Supports Tiered Rate Structure	* Sustainability
<u>AMI/ AMR WATER METER PROJECT</u>		* Improved Data Accuracy	* Workforce Management
Approx. Project Price	\$ 8 – 10 M	* Leak Detection	* Reduce Maintenance & Repair
Approx. Annual Revenue Generated	\$500 – 600k		
Additional Annual Savings	\$ 240K		
City Capital Requirement	\$ 0.00		

Mr. St. Clair reviewed the information on slides 9 and 10 and stated the energy portion focused on facilities and equipment that had reached the end of its useful life.

Mr. Vaccaro stated the lifecycles of specific equipment were assigned in the Arizona Revised Statutes (ARS). Mr. Vaccaro stated the City would also save money on meter reading services as it would no longer need to contract those services. Mr. Vaccaro stated the City capital requirement was zero because under state legislation the City did not have to contribute capital funds to afford the project.

Councilmember Young asked how long it took to break even.

Mr. St. Clair stated the timeline was varied at this point because the final decisions were not yet made, however most cities paid off the expenses in 9 to 13 years.

Mr. Jackson stated the City would sign a lease and begin payments once the equipment was installed; the payment would not be made upfront.

Mr. St. Clair stated the City would spend approximately five to seven million dollars in expenses no matter what and the decision was to either continue paying that money to the utility companies or to invest it in new infrastructure.

City Manager John Dougherty stated the water meter project would be beneficial for the City and water customers. Mr. Dougherty stated the City would be able to detect leaks right away and avoid large bills for the customer. Mr. Dougherty stated the City was already replacing meters as they became less accurate.

Mayor Anderson stated the City did not have accurate leak data and the new meters could provide that information.

Mr. Jackson stated mechanical water meters did not always read water consumption accurately as the parts began to wear down, which resulted in unfair bills.

### EVALUATING YOUR OPTIONS

**STATUS QUO**

- \* Deferred Maintenance Increases
- \* Money Wasted On Excessive Utilities
- \* After 15 Years – Still Have Old Systems
- \* Unfunded Needs

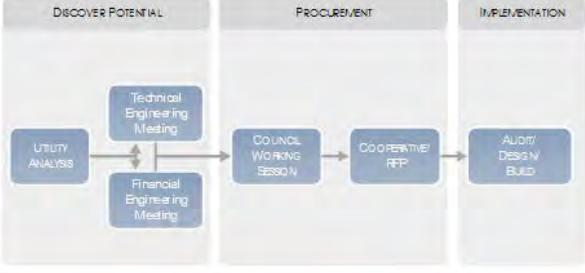
**PERFORMANCE CONTRACTING**

- \* Remedies Unfunded Needs
- \* New Systems Are 100% Self-funding
- \* Immediate Budget Relief



### ROADMAP

**PROCESS OVERVIEW**



On slide 11 Mr. Vaccaro stated Climatec had been meeting with various departments over the last one to two years in order to present plausible preliminary numbers to the Council. Mr. Vaccaro stated the City would enter into the procurement phase of the project if it decided to continue to the performance contracting option. On slide 12 Mr. Vaccaro stated Climatech would like to participate in the request for proposal (RFP) process if the City chose to use that process for procuring equipment and labor.

### ACTION PLAN

City Authorizes Feasibility Assessment	✓	
Prelim. Financial & Technical Meetings	✓	
Council Working Session Presentation	TODAY	
	<u>RFP</u>	<u>CO-OP</u>
City Issues ESCO RFP/Co-op	8-24-15	8-24-15
City Selects ESCO	2-15-16	8-25-15
ESCO Detailed Audit & Report	4-15-16	10-15-15
City Council Consideration	5-15-16	11-15-15
Begin Project Implementation	7-15-16	1-15-16

Mr. Vaccaro reviewed the timeline on slide 13. Mr. Vaccaro stated Climatech was paid in installments according to the progress of the project. Mr. Vaccarro stated Climatech was paid in full once all equipment was operational, warranties were in place, and the City took over complete control of the system. Mr. Vaccaro stated Climatech would produce an annual report on the savings the City was or was not incurring. Mr. Vaccaro stated Climatech also handled warranty issues and monitored the system in order to identify anomalies. Mr. Vaccaro stated Climatech would be able to notify the City of a spike in utilities the same day rather than waiting until the bill arrived, as was occurring now.

Mr. St. Clair stated Climatech was a one price company and would not issue change orders.

Mr. Jackson stated Climatech acted as a general contractor. Mr. Jackson stated Climatech performed most of the work itself and subcontracted out any other work to local companies. Mr. Jackson stated Climatech was upfront with its bids and markups.

**2. Discussion of the future of the Tourism Development Commission**

At the Regular Meeting of April 7, 2015, the Council heard a presentation from Krystal Burge and Tom Spear of the Tourism Development Commission (TDC) concerning possible disbandment. The Council will discuss this proposal among other potential options for restructure or revitalization of the TDC.

Chair of the TDC Krystal Burge stated the purpose of the request to disband the TDC and shift management of the funds to the board of the Kingman Visitors Center, Inc. was to improve operations for the City. Chairperson Burge stated the Council would still maintain control over the funds because the bed tax dollars belonged to the City and were managed according to certain legislation. Chairperson Burge stated the Kingman Visitors Center, Inc. offered to take over tourism related expenses that were currently being paid for out of the general fund. Chairperson Burge stated some of these items included the Bonelli House and Powerhouse, which should be paid for using tourism dollars, not money from the general fund. Chairperson Burge stated Josh Noble, the director of the Kingman Visitors Center, Inc., continued to raise the bar on the correct use of tourism dollars. Chairperson Burge stated the proposal would work to streamline the process of approving uses for tourism dollars by allowing City staff to work directly with Mr. Noble rather than going through a commission.

Vice-Chair Tom Spear stated Lake Havasu City and Bullhead City operated in the proposed manner. Vice-Chair Spear stated the money was managed under a 501(c)6. Vice-Chair Spear stated a councilmember or staff member could sit on the Kingman Visitors Center, Inc. board if Council wanted to include that in the contract. Vice-Chair Spear stated the board meetings were open meetings.

Councilmember Miles stated she wanted to see a contract, budget, bylaws and other backup material for the proposal.

Vice-Mayor Wimpee, Sr. asked Mr. Dougherty if his goal was to push for this proposal.

Mr. Dougherty stated he was in favor of the proposal.

Kingman Daily Miner reporter Doug McMurdo stated the community had been frustrated in the past with lack of information on the effectiveness of the funds provided to certain events. Mr. McMurdo stated there were often conflicting numbers from multiple sources on the actual number of "heads in beds" and the credibility of the numbers was weak.

Chairperson Burge stated Mr. Noble had different tools available for gathering occupancy data and it would be easier to accurately track it if there was one requestor.

Vice-Chair Spear stated a follow up report was always a requirement of the contract for awarded funds; however the commission had limited success in obtaining them.

City Attorney Carl Cooper stated the City had to be careful about violating the gift clause and the City needed to develop strict criteria for what it would receive in return for its money. Mr. Cooper stated the Council would need to provide direction at the next Council meeting on what it wanted in a contract.

Citizen Joe Longoria stated streamlining was valuable, but he was concerned about replacing a rotating group of citizens with a corporate board. Mr. Longoria stated he was concerned the same issues that occurred with the Kingman Airport Authority would occur with the Kingman Visitors Center, Inc. Mr.

Longoria stated term limits were beneficial and they may not be part of the process if the City accepted the proposal.

Councilmember Young stated the Council would still have authority over the funds, which it did not have with the airport.

**3. Discussion concerning annexation**

Councilmember Young has asked for a discussion item concerning annexation.

Councilmember Young stated previous Councils discussed annexing vacant land towards Antares Road, Interstate 40 (I-40) and DW Ranch Road. Councilmember Young stated she wanted maps that had information on available vacant land, the land owners, and possible impacts of annexation. Councilmember Young stated she did not recommend annexing the Kingman Airport because of the existing facilities and the negative impact it would have to the fire district that serviced it.

Vice-Mayor Wimpee, Sr. stated Hualapai Mountain Road should be included.

Mayor Anderson stated US-93 should be included due to the Interstate 11 (I-11) project.

Councilmember Young stated the map should extend past Griffith Road on I-40.

**4. Discussion of “all mail ballot” elections**

Councilmember Young has asked for a discussion item concerning “all mail ballot” elections.

Councilmember Young stated Lake Havasu City conducted “all mail ballot” elections.

City Clerk Sydney Muhle stated it was no longer feasible to conduct “all mail ballots” due to the consolidated elections cycle. Ms. Muhle stated the Mohave County Elections Department would not conduct “all mail ballot” elections. Ms. Muhle stated the City would have to invest in its own election equipment and labor, which it could not afford. Ms. Muhle stated citizens could request to be on the permanent early voting list in order to receive ballots in the mail.

**ADJOURNMENT --- 5:16 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 Work Session Meeting of the Common Council of the City of Kingman held on August 24, 2015.

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

---

Erin Roper, Deputy City Clerk and Recording Secretary

DRAFT

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Jake Rhoades, Fire Chief

MEETING DATE: 09-01-2015

AGENDA SUBJECT: Assignment to the Volunteer Firefighters Pension Plan Board

---

SUMMARY: With the passing of John Osterman, there is a vacancy on the Volunteer Firefighters Pension Plan Board for the position of member of the public. Retired Fire Chief Chuck Osterman has volunteered to fill this vacancy. Chief Osterman is not enrolled in the volunteer firefighter pension plan.

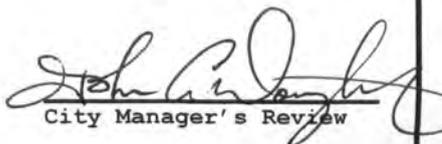
ATTACHMENT:

FISCAL IMPACT: There is no fiscal impact to this appointment.

STAFF RECOMMENDATION: Appoint Chuck Osterman to fill the vacancy in the Volunteer Pension Plan Board

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

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

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

AGENDA ITEM: 2

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Tina D. Moline, Financial Services Director

MEETING DATE: September 1, 2015

AGENDA SUBJECT: Resolution 4966 Authorizing a Memorandum of Understanding ("MOU") between the Arizona Department of Revenue ("ADOR") and the City of Kingman to Establish Performance Measures to Promote the Timely, Efficient and Accurate Processing of Municipal Tax Matters

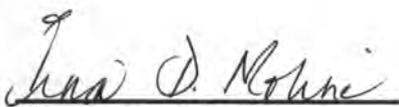
---

**SUMMARY:** The ADOR and City of Kingman recently entered into an intergovernmental agreement to establish a uniform method of administration, collection, audit and licensing as it relates to municipal tax matters. In order to establish performance measures to promote the timely, efficient and accurate processing of these municipal tax matters by the ADOR, an MOU has been created between the ADOR and the City of Kingman.

The terms of the MOU run on an annual basis from July 1, 2015 through June 30, 2016 and will renew automatically subject to the annual review conditions provided for in the MOU.

**ATTACHMENT:** Attachments include Resolution 4966 and the proposed Memorandum of Understanding and Appendix A.

**STAFF RECOMMENDATION:** Staff recommends Council approve Resolution 4966 authorizing the Memorandum of Understanding between the Arizona Department of Revenue and the City of Kingman regarding the establishment of performance measures to promote timely, efficient and accurate processing of municipal tax matters.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4a

**CITY OF KINGMAN, ARIZONA**

**RESOLUTION NO. 4966**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; AUTHORIZING THE ACCEPTANCE OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE ARIZONA DEPARTMENT OF REVENUE AND THE CITY OF KINGMAN; THIS MEMORANDUM OF UNDERSTANDING ESTABLISHES PERFORMANCE MEASURES TO PROMOTE TIMELY, EFFICIENT AND ACCURATE PROCESSING OF THE CITY OF KINGMAN'S MUNICIPAL TAX MATTERS**

**WHEREAS**, The Arizona Department of Revenue and the City of Kingman have set forth an understanding to establish performance measures to promote the timely, efficient and accurate processing of municipal tax matters; and

**WHEREAS**, Title 11, Chapter 7, Article 3 (A.R.S. § 11-952) authorizes public agencies to enter into agreements with one another for joint or cooperative action, if authorized by their legislative or governing bodies; and

**WHEREAS**, The City of Kingman desires accept such a memorandum of understanding with the Department of Revenue;

**NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Kingman, Arizona**, that the Financial Services Director be authorized to sign a memorandum of understanding with the Arizona Department of Revenue to establish performance measures to promote timely, efficient and accurate processing of the City of Kingman's municipal tax matters;

**PASSED AND ADOPTED** by the Mayor and Common Council of the City of Kingman, Arizona, on September 1, 2015.

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

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

# Memorandum of Understanding

## Memorandum of Understanding

### Between

## Arizona Department of Revenue

### and

## City/Town of Kingman

### **Background**

Administration and collection of local municipal transaction privilege tax and similar affiliated excise taxes imposed under the Model City Tax Code are governed under Arizona Revised Statutes Title 42, Chapter 6.

House Bill 2111 (2013 First Regular Session) and House Bill 2389 (2014 Second Regular Session), as a means of simplifying tax administration, requires the local municipal transaction privilege and affiliated excise taxes to be collected and administered by the Arizona Department of Revenue (“DOR”). In addition, DOR and each city and town shall enter into an intergovernmental agreement to establish a uniform method of administration, collection, audit, and licensing. House Bill 2617 (2015 First Regular Session) requires DOR to impose fees on cities and towns to pay a portion of administrative, program and other operating costs for DOR to provide administrative and collection services to local governments.

### **Purpose**

In furtherance of this mission and the fees imposed by House Bill 2617, this Memorandum of Understanding (MOU) sets forth the understanding between the DOR and the City/Town of Kingman (“City/Town”) to establish performance measures to promote the timely, efficient and accurate processing of municipal tax matters.

### **Reporting**

Appendix A, which was created by a team of representatives from DOR and the cities and towns, focuses on the performance measures in the operational areas of Administration, Customer Service, AZTAXES.gov, Audit, and Collections.

### **Duration**

The term of this MOU shall be from July 1, 2015 through June 30, 2016.

### **Annual Review**

During the term of this MOU, the Appendix A may undergo an annual review to be completed no later than March 31<sup>st</sup> of each year, however can be delayed or canceled if

determined no review is necessary. The performance measures may be modified by DOR and the cities and towns upon mutual agreement during the annual review process. These performance measures are goals. Payments due from cities and towns are required by law, and not contingent upon DOR meeting the goals.

Arizona Department of Revenue  
Attn: Director, Division Code 20  
1600 W. Monroe  
Phoenix, AZ 85007

City/Town of Kingman  
Attn: Tina D. Moline  
310 N. 4<sup>th</sup> Street  
Kingman, AZ 86401

\_\_\_\_\_  
Date: \_\_\_\_\_  
Director  
Arizona Department of Revenue

\_\_\_\_\_  
Date: \_\_\_\_\_  
Chief Financial Officer/Finance Director  
City/Town of Kingman

**Appendix A**

Performance Category	Goal/Objective	Performance Measurement	Report Frequency	Additional Info
<b>Administration</b>				
New licenses processed	To process new license applications within 5 days of receipt	1. average # of days to process a new license application 2. % of new license applications processed within 5 days of receipt	Monthly	
License Modifications/Cancellations	To process license modifications/cancellations received by the 25th of the month by the end of the month.	# of license modifications/cancellations remaining at the end of the month	Monthly	
Clean cut off by calendar month activity on all monthly activity reports	DOR will ensure that all money deposited within a calendar month and all returns received within a calendar month will be processed within that accounting month and money distributed for that month.	1. Close the previous accounting month by the 15th of the following month. 2. Beginning January, 2016, to distribute money from 2 accounting months during the first 2 weeks of the new accounting month.	Monthly	
All TPT Tax Returns processed including amendments, modifications, adjustments, etc.	To process all TPT tax returns within an average of 4 calendar days.	Average # of days to process a TPT tax return/% of TPT tax returns processed within 4 calendar days	Monthly	
TPT Deposits	Payments processed and deposited within 24 hours of receipt	Average # of days to deposit TPT money	Monthly	
Distribution or Allocation errors	Notify affected cities of distribution or allocation error within 5 business days of identification		As needed	
Month End City Journals	To complete the month-end reconciliation process and issue the City Payment Journals by the 15th of the next calendar (accounting) month.	1. Number of calendar days to issue the City Payment Journal. 2. Percent of months in which report was issued prior to the 15th calendar day of the month.	Monthly	

**Customer Service**

**Appendix A**

<b>Performance Category</b>	<b>Goal/Objective</b>	<b>Performance Measurement</b>	<b>Report Frequency</b>	<b>Additional Info</b>
Cities Unit - Request for Research	To provide feedback to city requests for research by establishing contact with Cities Unit employee within 10 days.	1. Average # of days to provide feedback to city requests for research. 2. # of days for resolution of city request.	Monthly	
Cities Unit - Request for Research - License Compliance	To respond to city requests for license information within 5 days of request	Average # of days to respond to a city request for license information	Monthly	Report fields to include, but not limited to; Business Name, Business Address, Owner Information.
TIA - Incoming Calls from Businesses	To respond to business taxpayer calls within 15 minutes.	Average # of minutes to respond to a business taxpayer call	Monthly	

**AZTaxes**

Electronic return filings	To increase the percentage of TPT taxpayers who file electronically to 40%	% of TPT taxpayers who file electronically	Monthly	June 2015: 24%
AZTaxes online and available	To ensure that AZTaxes.gov is available for taxpayers use 24/7	% of time AZTaxes.gov is available	Monthly	

**Audit**

<p>Comprehensive Audit Report(s) that includes the following items:</p> <ul style="list-style-type: none"> <li>a. Planned Audits</li> <li>b. Request for Audits</li> <li>c. Audits in Progress for All Cities</li> <li>d. Completed Audits for All Cities/towns</li> <li>e. VDAs</li> <li>f. Managed Audits</li> <li>g. Audit Penalty Waivers</li> <li>h. Refund Requests</li> <li>i. Protests</li> <li>j. Settlements/Closing Agreements</li> </ul>	To produce a comprehensive audit report bi-monthly to disseminate at the bi-monthly UAC meeting or email to non-UAC member cities.	1. Comprehensive TPT Audit Report designed by the UAC meeting in September, 2015. 2. % of bi-monthly UAC meetings in which report was ready for discussion.	Bi-monthly	
--	--	---	------------	--

**Appendix A**

<b>Performance Category</b>	<b>Goal/Objective</b>	<b>Performance Measurement</b>	<b>Report Frequency</b>	<b>Additional Info</b>
In State Audits (Field & Desk Review)		Average # of months to complete an In State audit/ % of In State audits completed within 7 months of opening the audit	Monthly	
Out of State Audits		Average # of months to complete an Out of State Audit/% of Out of State Audits completed within 18 months of opening the audit	Monthly	
License Compliance/Enforcement		Report to be designed by September 2015 UAC meeting based upon License Compliance database. Consideration being given to sharing of data between DOR and cities and towns with licensing programs.	Monthly	
Audit Assessments	To process an audit conducted by city/town within 10 business days of receiving a complete and accurate file	Average # of days to process an audit conducted by city/town once a complete and accurate file was received	Monthly	

**Collections**

DOR Comprehensive Collections Report that includes the following information:	To provide Collections information pertaining to TPT accounts by the end of the following week.	1. # of reports issued weekly 2. % of weeks report was issued	Weekly	Modification of existing DOR internal report to include Status, total AR balance, etc. (Cannot be distinguished by city/town balances). Open/Closed/In Progress Collection Cases
a. Payment Plans	Identifies accounts on payment plans			
b. Liens	Identifies accounts with filed liens			
c. Levies	Identifies accounts that have been			
d. Judgments	Identifies accounts that have judgments filed			DOR does very few, if any, TPT
e. Bankruptcies	Identifies accounts in bankruptcy status			Modification of existing DOR internal report to include Status, total AR

**Appendix A**

<b>Performance Category</b>	<b>Goal/Objective</b>	<b>Performance Measurement</b>	<b>Report Frequency</b>	<b>Additional Info</b>
Liquor Tag	To provide Collections information pertaining to TPT accounts with a Liquor Tax by the end of the following week.	1. # of reports issued weekly 2. % of weeks report was issued	Weekly	DOR will have to issue a separate report for Liquor Tag information.
Accounts Receivable - Aging Report		Summary report of TPT activity	Monthly	

**REPORTS FROM DOR**

New License Report (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	All reports are listed in the IGA
License Update Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
City/town Payment Journal Detail (CPJ) (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
City/town Payment Journal Summary (modification of existing report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
No money report (new report, data currently shown on CPJ) also includes delinquency information	To issue report within 15 calendar days after the close of the preceding month via FTP to city/town	1. # of reports issued by the 15th calendar day of the following month 2. % of months in which report was issued prior to the 15th calendar day of the month	Monthly	Filed and not paid/Licensed but not filed
Fund Distribution Report with 100% accuracy	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
Fund Distribution Summary Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	
Deduction Report (new report)	To issue report each week by noon on Tuesday via FTP to city/town	1. # of reports issued by noon on Tuesday of each week 2. % of weeks in which reports were issued by noon on Tuesday	Weekly	

**SLUG Reporting**

**Appendix A**

<b>Performance Category</b>	<b>Goal/Objective</b>	<b>Performance Measurement</b>	<b>Report Frequency</b>	<b>Additional Info</b>
Create system for cities to appeal to SLUG	To create a process for town/city to appeal to SLUG	The process is documented by January 1, 2016		
Select SLUG members	To select the members of SLUG committee by January 1, 2016	Members selected and documented by January 1, 2016		

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Jake Rhoades, Fire Chief

MEETING DATE: 09-01-2015

AGENDA SUBJECT: Authorization for the Purchase of a Self-Contained Breathing Apparatus Compressor

---

**SUMMARY:** The department's breathing air compressor is used to fill high pressure bottles for Self-Contained Breathing Apparatus (SCBA), which is worn by firefighters in adverse work environments and Immediately Dangerous to Life and Health (IDLH) atmospheres. The current system was purchased in 1999. Due to the importance of the department's ability to enter into these environments, the reliance on the breathing air compressor is critical in emergency operations.

The reliability of this piece of support equipment is imperative as alternative options are non-existent at this time. The department has experienced an increase in maintenance costs and repairs on the current compressor system as well as its reliability based on its years of service.

The replacement of the SCBA Compressor was approved in the 2015-2016 Adopted Budget and Capital Improvement Plan, and the request is in compliance with the City's purchasing policy.

The Finance Director reviewed this request to purchase SCBA Compressor for compliance with the city's purchasing policy.

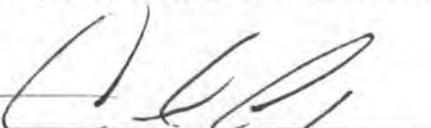
Staff is requesting authorization for the purchase of the SCBA Compressor utilizing the bid from LN Curtis and Sons in the amount of \$65,098.80 including sales tax. Staff also recommends the addition of the hose reel option in the amount of \$1,916.00 including sales tax. In addition, the staff recommends the facilitation of the phase converter which must be installed at a total of \$4,400.00. The total for the completion of this project is \$67,015.90.

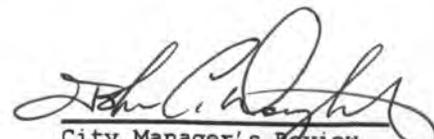
ATTACHMENT: Bid from LN Curtis and Sons.  
Bid from Barkhurst Electric

FISCAL IMPACT: \$67,495.00 from the Capital Projects fund as approved in the 2015-2016 Adopted Budget and Capital Improvement Plan.

STAFF RECOMMENDATION: Staff recommends Council approve acceptance of the bids from LN Curtis and Sons to include hose reel option and Barkhurst Electric for phase converter installation.

  
Signature of Dept. Head

  
City Attorney's Review

  
City Manager's Review

AGENDA ITEM: 4b

# L.N.CURTIS & SONS

TOOLS FOR HEROES®

since 1929

Small Business

CAGE Code: 5E720

DUNS#: 009224163

Fed ID#: 94-1214350

CCR Registration Status: Current & Active

GSA Contract: GS-07F-0043L

DLA Fire & Emergency Services Prime Contractor

Quote Reference	KFD073115RV10F3	
Date	July 31, 2015	Terms Net 30
Offer Valid for	30 days	FOB Origin
CUSTOMER:	SHIP to ADDRESS:	
Kingman Fire Department	SYSTEM 2	
Attn: AC Keith Eaton		
412 East Oak Street		
Kingman, AZ 96401		
Email: keaton@cityofkingman.gov		

We are honored provide the following offer for the items you have requested.

If you have questions, need additional information, or to place an order, call:

David Lindley, (602) 453-3911 (primary contact)

Gary Norton, (480) 296-5202

QUOTE REFERENCE:	KFD073115RV10F3				
PART NUMBER	DESCRIPTION	QTY	UoM	UNIT PRICE	EXTENDED PRICE
RV10F3	(Qty. One) EagleAir® Model RV10F3 RavenCFS Breathing Air Compressor System – 14.0 cfm, 6000 psig maximum working pressure, driven by a 10-hp, 3-phase electric motor and complete with four SCBA fill station and standard accessories plus CO monitor system, four (4) 6000 psig ASME air storage cylinders (cascade-piped), two SCBA spacer kits, four-bank cascade controls and additional unregulated auxiliary outlet circuit (valve on control panel and male JIC fitting out rear of SSX3 to run to the SCBA Test Bench area) as per attached specifications. Estimated shipping weight is 5,100 lbs.	1	each	\$ 56,224.65	\$ 56,224.65
SERVICES	Includes 6 month and 12 month maintenance services				
RELOCATION	Relocation of existing Mako BAC Compressor system from Kingman Fire Department station 2 to Station 3. Includes startup.	1	each	\$ 1,000.00	\$ 1,000.00
STARTUP	LNCurtis Startup and training by Certified Technician includes any additional fittings and hoses necessary to complete system connections	1	each	\$ 1,500.00	\$ 1,500.00

Tax Rate: 8.30%

Sub-total: \$ 58,724.65

Tax: \$ 4,874.15

Shipping: \$ 1,500.00

TOTAL: \$ 65,098.80

DELIVERY:	12 Weeks
NOTES:	

LNCs' offer is contingent upon receiving timely Customer Furnished Information (CFI) as may be required for order fulfillment and prior to order acceptance. Such CFI includes, but is not limited to garment sizing, product colors, fabric types, and the selection and placement of options and accessories. All prices quoted are subject to applicable taxes.

THANK YOU FOR THIS OPPORTUNITY TO QUOTE

L. N. Curtis & sons • Southwest Division • 4647 South 33rd Street • Phoenix, AZ 85040

General Phone: 602-453-3911 • Facsimile: 602.453.3910 • AZSales@LNCurtis.com

# L.N.CURTIS & SONS

TOOLS FOR HEROES®

since 1929

Small Business

CAGE Code: 5E720

DUNS#: 009224163

Fed ID#: 94-1214350

CCR Registration Status: Current & Active

GSA Contract: GS-07F-0043L

DEA Fire & Emergency Services Prime Contractor

Quote Reference	KFD073115R/V10F3Option		
Date	July 31, 2015	Terms	Net 30
Offer Valid for	30 days	FOB	Origin
CUSTOMER:	SHIP to ADDRESS:		
Kingman Fire Department			
Attn: AC Keith Eaton	SYSTEM 2 OPTION		
412 East Oak Street			
Kingman, AZ 96401	Must be ordered at time of compressor purchase.		
Email: keaton@cityofkingman.gov			

We are honored provide the following offer for the items you have requested.

If you have questions, need additional information, or to place an order, call:

David Lindley, (602) 453-3911 (primary contact)

Gary Norton, (480) 296-5202

QUOTE REFERENCE:	KFD073115R/V10F3Option				
PART NUMBER	DESCRIPTION	QTY	UoM	UNIT PRICE	EXTENDED PRICE
HOSEREEOPTION	(Qty. One) EagleAir® 50' 6000psig spring rewind hose reel integrated into the RV10F3 Compressor system	1	each	\$ 1,769.25	\$ 1,769.25

Tax Rate:

Sub-total: \$ 1,769.25

Tax: \$ 146.85

Shipping: \$

TOTAL: \$ 1,916.10

DELIVERY:	12 Weeks
NOTES:	

LNCS' offer is contingent upon receiving timely Customer Furnished Information (CFI) as may be required for order fulfillment and prior to order acceptance. Such CFI includes, but is not limited to garment sizing, product colors, fabric types, and the selection and placement of options and accessories. All prices quoted are subject to applicable taxes.

THANK YOU FOR THIS OPPORTUNITY TO QUOTE

L. N. Curtis & sons • Southwest Division • 4647 South 33rd Street • Phoenix, AZ 85040

General Phone: 602-453-3911 • Facsimile: 602.453.3910 • AZSales@LNCurtis.com

# Barkhurst Electric, LLC

4185 N Bank St., Ste A  
Kingman, AZ 86409  
(928)377-8057

## ESTIMATE

DATE: 6/18/2015

CUSTOMER: KINGMAN FIRE DEPARTMENT  
412 E OAK STREET  
KINGMAN, AZ 86401  
(928)753-2891

PROJECT: AIR COMPRESSOR STATION #3

INSTALL PHASE CONVERTER  
REFEED FEEDERS TO CONVERTER  
HOOK UP AIR COMPRESSOR \$4,400.00

CHANGE MOTOR ON COMPRESSOR  
HOOKUP COMPRESSOR \$2,100.00

Above work will be in accordance with the National Electrical Code and completed in a workman like manner for the sum of \$

Any alteration or deviation from project involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

**PAYMENT TERMS:**

**60% of bid due 15 days after electrical rough-in inspection - green tag**

**40% of bid due 15 days after final inspection**

**Thank you,  
Barkhurst Electric, LLC**

**Request for Bids  
Self-Contained Breathing Apparatus (SCBA) Compressor  
Kingman Fire Department**

**Bid Responses Due By: July 31, 2015 at 3:00 P.M. MST**

**Submittals shall be delivered in a sealed package container or envelope  
clearly marked on the outermost portion of the package:  
"Kingman Fire Department SCBA Compressor Bid"**

**Bids will be received at:**  
City of Kingman, City Clerk's Office  
310 N. 4<sup>th</sup> Street  
Kingman, AZ 86401

**Direct Questions to:**  
Keith Eaton, Assistant Fire Chief  
E-Mail: keaton@cityofkingman.gov  
Phone: 928-753-2891

**ANTICIPATED SCHEDULE OF EVENTS**

EVENT	DATE
Questions and Clarification Requests Due By:	July 24, 2015 at 3:00 p.m. MST
Bid Due Date and Opening	July 31, 2015 at 3:00 p.m. MST
Anticipated Award Date	August 7, 2015

**KINGMAN FIRE DEPARTMENT  
REQUEST FOR BIDS ON  
SCBA COMPRESSOR**

**1. INTRODUCTION**

1.1. The Kingman Fire Department is seeking bids for purchase of self-contained breathing apparatus (SCBA) compressor and related components. The SCBA Compressor and related components shall meet the minimum specifications listed below. Options are listed immediately following the minimum specifications. Proposals on the options are at the discretion of the vendor. All bids must conform to these specifications and be presented on the forms provided for that purpose.

**2. BIDS**

- 2.1. Bids must be submitted on the forms included in this document, and must be properly signed in the spaces indicated. Two (2) complete sets of your bid must be submitted in a sealed envelope plainly marked **"Kingman Fire Department SCBA Compressor Bid"** to the City of Kingman City Clerk's Office. Bids submitted otherwise will not be acceptable.
- 2.2. The City of Kingman reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the equipment or services for its intended use and further specifically reserve the right to make the award in the best interests of the City. All equipment or services listed is intended for a particular use by the City in which it is to be utilized and must meet the requirements of that particular division(s). Other factors to be considered in awarding the bid will be price, quality, and time required to make delivery. Unless otherwise specified by the bidder, the City reserves the right to accept any item in the bid and to award items to one single provider.
- 2.3. Failure to respond to any requirements outlined in this RFB, or failure to enclose copies of the required documents, may disqualify the bid.
- 2.4. Since time is of the essence, the date of delivery as shown in the Bid may be taken into consideration in the award or in the cancellation of the award for breach of contract.
- 2.5. A contract will be awarded after an evaluation of all bids have been made, and in the interest of suitability to the City's needs and/or economy, equipment, furnishings or service other than the cheapest in price may be selected.

**3. EXCEPTIONS TO SPECIFICATIONS**

- 3.1. These specifications are based upon design and performance criteria, which have been researched and analyzed by the department. Therefore, major exceptions to these specifications may not be accepted.
- 3.2. All deviations and exceptions, no matter how slight, shall be clearly explained in writing with the bid proposal. All exceptions must list the section and fully describe the exception or alternative.
- 3.3. The Kingman Fire Department may choose to reject bids based on exceptions. Any exceptions that make the SCBA Compressor non-compliant with the National Fire Protection Association's Newest Edition of NFPA-1989 will result in the bid being rejected.

#### 4. WARRANTY INFORMATION

- 4.1. Vendor shall state specifically in the bid the manufacturer's warranty regarding parts and labor, and the duration of the warranty in years. The vendor shall state specifically any and all regularly scheduled maintenance and requirements outlined by the manufacturer to maintain any and all warranties.
- 4.2. Additionally, the vendor shall also provide specific information regarding where said maintenance can and/or should be performed (i.e., within Kingman Fire Department, manufacturer's service center, etc.).

#### 5. COST OF OWNERSHIP

- 5.1. The vendor and/or manufacturer's representative shall, to the best of their ability, provide documentation and/or information regarding their compressor's projected "cost of ownership" over a five, ten and fifteen-year period.

#### 6. CONTACT

- 6.1. Questions regarding the specifications should be directed to Assistant Fire Chief Keith Eaton, City of Kingman Fire Department, (928) 753-2891 or [keaton@cityofkingman.gov](mailto:keaton@cityofkingman.gov).

#### 7. MINIMUM SPECIFICATIONS OF THE SCBA COMPRESSOR

7.1 The breathing air station shall be supplied on a steel base frame of welded construction. The frame shall be designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the station's components. The compressor, purification system, fill station and all tubing shall be incorporated into an appliance-like enclosure complete with sound attenuation. The enclosure panels shall be equipped with a slam-action latches and lift-off hinges making it simple to facilitate inspection and maintenance. The enclosure and base frame shall be finished with a baked on polyester powder coat paint for the ultimate in durability, corrosion resistance, and long life.

7.2 The station shall be designed for against-the-wall installation, operation and maintenance and single-point operator control from the front of the station. The design of the station shall permit unrestricted cooling air flow to the compressor and motor when installed against a wall. All system instrumentation, controls and access to the containment fill station shall be located at the front of the station. ***The station shall be designed for continuous duty operation indoors with room temperatures ranging between 40°F and 115°F.*** Installation shall not require a special foundation; however, it is the responsibility of the purchaser to ensure the installation site has a solid and level foundation that can support the weight of the station, the availability of a qualified source of air for the intake of the compressor and adequate ventilation.

7.3 All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

7.4 The station shall be warranted free from defects in material and workmanship for a period of eighteen months from date of shipment or twelve months from date of start-up, whichever expires first. The warranty shall not impose limitations on the station's accumulated operating hours during the warranty period.

7.5 The compressor shall be an air-cooled, oil lubricated, four stage, three cylinder, reciprocating compressor. The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece forged steel construction, and supported in the crankcase by three long-life roller bearings. The connecting rods shall be of single piece design and constructed of a high strength aluminum alloy. Each connecting rod shall incorporate a roller bearing at the crank end

and needle bearing at the pin end. The pistons shall be constructed of an aluminum alloy. Piston rings on the second and third stage are of cast iron; first and fourth stage rings shall be of a high strength polyimide. The final stage shall incorporate a ringed, free-floating, aluminum piston, which is driven by a guide piston and the previous stage's discharge pressure. The cylinders shall be of cast iron construction with deep cooling fins on the external surface for optimum heat dissipation. The cylinders shall be arranged in a "W" configuration with the first and second stage sharing one common stepped cylinder. Each cylinder shall be located directly in the cooling fan's blast. The cylinders shall be removable from the crankcase. The compressor's flywheel shall be of cast iron construction. A multi-wing, high velocity cooling fan shall be integral to the flywheel.

An intercooler shall be provided after each stage of compression and an after cooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The after cooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drain (A.C.D.) system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and factory preset to drain the separators approximately every fifteen minutes for approximately six seconds. The A.C.D. system shall unload the compressor on shutdown for unloaded restart. An exhaust muffler and condensate reservoir shall be supplied. The condensate reservoir shall have a high liquid level indication system to provide system shutdown and to alert the operator that the condensate reservoir is at capacity. The operator shall be alerted that the reservoir is at capacity via an audible alarm and a scrolling text display message on the panel mounted operator / compressor interface. Manually operated valves shall be supplied to override the automatic operation of the A.C.D. system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash /mist and low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash/mist lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall

The compressor shall be equipped with an inlet filter with replaceable particulate element

**7.6 The three-phase 10 horse electric motor** shall be of the open drip-proof (ODP) design. The motor voltage and frequency shall be specified by the purchaser. The compressor and motor shall be mounted on a common base that is vibration isolated from the station's main frame. The compressor and motor shall be arranged in a vertical design. Power from the motor shall be transmitted to the compressor by a v-belt drive. The v-belt drive shall be designed to tension the drive belts automatically. Rotation arrows shall be affixed in a conspicuous place on the compressor.

**7.7** The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high pressure purification chamber shall have a working pressure of 6000 PSIG. The purification system shall utilize a replaceable cartridge. The purification system shall be designed so that the replacement of the cartridge can be accomplished without disconnecting system piping. The design of the chamber shall preclude the possibility of operating the system without the cartridge installed or with an improperly installed cartridge. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridge. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

**7.8** The cascade control panel shall be factory piped for four storage banks and designed to fill three SCBA cylinders either independently or simultaneously. The control panel shall include, at a minimum, a manual control valve and pressure gauge for each storage bank, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, a manual direction valve to allow the operator to select SCBA filling from either air storage or the compressor, provisions for factory or field modification to allow a different fill pressure at each fill position. The cascade system shall allow the simultaneous tasks of filling one storage bank while drawing down another during the SCBA fill process. Strategically placed tees and check valves preclude the need for individual "To" and "From" valves. Systems requiring individual "To" and "From" valves shall not be deemed acceptable, as they require more efforts to operate.

**7.9** The air storage system shall include **four receivers** fabricated, tested and stamped in accordance to Section VIII of the ASME Boiler and Pressure Vessel Code. The receivers shall have a 3:1 safety factor at 6000 PSIG (7000 PSIG MAWP at 200°F). Each receiver shall have a capacity of 491 cu ft at 6000 PSIG. The receivers shall be mounted in a vertical configuration in a rack that is integral to the breathing air station's frame. The rack shall be designed to accommodate four identical receivers. The receivers shall be installed in accordance with 29 CFR 1910.169. The rack shall be designed to support the receivers in a secure manner and permit visual inspection of the receivers' external surface. Each receiver shall be supplied with a manual drain valve, an isolation valve and safety relief valve. For ease of maintenance and periodic inspection all the drain valves shall be piped to one convenient location within the enclosure. Each receiver, or bank of receivers if additional storage is required, shall be piped to the cascade fill control panel to facilitate cascade filling.

**7.10** **The front-loading, three position;** containment fill station shall totally enclose the SCBA or SCUBA cylinders during the refilling process. Fill Station shall meet the latest NFPA Standards.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A chrome plated handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. It shall take no more than approximately eighteen pounds of force to open or close the fill station door thereby eliminating operator fatigue.

Each cylinder holder shall be lined to prevent scuffing the outer surface of the SCBA cylinders. For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked

position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

**8.0 The breathing air station shall be tested by the manufacturer prior to shipment**

A manufacturer's nameplate shall be placed on the interior of the electric panel. The nameplate shall include, at a minimum, manufacturer's name, model number, serial number, compressor block number, and date of manufacture. Voltage, phase / frequency, and amperage are located on another label inside the electrical panel

The station shall be suitably prepared for motor freight transport. The station shall be bolted to a wooden pallet, wrapped in sheet plastic, and fully protected by a wooden crate. The compressor intake and similar openings shall be suitably covered. Component parts, loose parts or associated spare parts shall be packaged separately and shipped on the same pallet if feasible.

**9.0** A documentation package shall be supplied with the station. The documentation package shall include, at a minimum, an operation manual on CD, recommended spare parts list, warranty information and a start-up/warranty registration form.

The Operator's Instruction and Maintenance Manual for the breathing air station shall be as detailed as possible, outlining all operation and maintenance instructions. The manual shall include detailed illustrated drawings for the compressor block and all system components along with a complete parts listing for all illustrated components. Warnings and safety precautions shall be identified clearly in the manual.

**Desired Options**

- leveling feet and securing brackets (no charge option)
- Carbon monoxide monitor with calibration kit
- Remote Fill with bulkhead fitting, regulator, pressure gauge, line valve, and quick connect coupling with hose reel and hose.
- Tee Connection with shutoff allowing Compressed Air to be supplied to SCBA Testing Bench
- Four (4) fill stations

**Additional Requirements**

- Relocation of existing Compressor from Station 2 to Station 3, to include startup (less electrical)
- Startup (less Electrical)
- Training to insure Fire Department Personnel understand the operation of the Breathing Air Station
- One Year Annual Service

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Chief Robert J. DeVries

MEETING DATE: September 1, 2015

AGENDA SUBJECT: Award of bid for Ford PI Interceptor Police Package Vehicles

**SUMMARY:**

The Kingman Police Department solicited for bids for four (4) 2015 or newer Ford PI Interceptor Police Package vehicles. One bid was submitted and opened on August 17, 2015.

The bid submitted totaled \$127,600.36 (individual cost of \$31,900.09) from Cerbat Hills Ford DBA Colorado River Ford in Kingman.

The department budgeted \$276,000.00 for the purchase and equipping of department vehicles. In the future the department will solicit bids for the equipping of the vehicles.

**ATTACHMENT:**

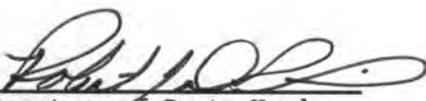
- 1) Bidders tabulation sheet
- 2) Submitted bid

**FISCAL IMPACT:**

\$127,600.36 from the 2015/2016 department capital line item budget.

**STAFF RECOMMENDATION:**

Staff recommends accepting and awarding the lowest bid submitted by Cerbat Hills Ford DBA Colorado River Ford for four (4) Ford PI Interceptor Police Package vehicles.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4c



## Invitation to Bid

Bid # KPD16-001

The City of Kingman Police Department will accept written bids for

### Four (4) 2015 or newer Ford Utility Police Interceptor

Bids to be submitted to the City Clerk, 310 N. 4<sup>th</sup> Street, Kingman, AZ 86401 by **3:00 p.m., MST, Monday, August 17, 2015**. Bids will be opened at this time.

Bids will be considered for award at the next regularly scheduled Council Meeting to be held on Tuesday, September 1, 2015. The Council reserves the right to reject any or all bids.

Bidding specifications and bid sheet can be obtained from Jennifer Sochocki, 2730 E. Andy Devine Avenue, Kingman, AZ 86401, (928) 753-2191 or Deputy Chief Rusty Cooper.

**Delivery:** All vehicles shall be delivered to the successful upfitter's location on or before the date of delivery as submitted on the bid sheet. Vehicles that are bid with an expected delivery time in excess of 60 days from the date of order may be grounds for the bid to be awarded to the second lowest bidder.

**Bid Award:** Bids will be awarded to the lowest responsive bidder.

If you have any questions regarding these bid specifications, please contact Jennifer Sochocki, 928-753-2191 or Email [jsochocki@cityofkingman.gov](mailto:jsochocki@cityofkingman.gov)

The undersigned certifies that he or she is an authorized agent of the bidder and is empowered to enter into a contract with the City of Kingman for the purpose stated herein. Further, this offer must meet all of the bid specifications and requirements. Please see the attached sheet for the requirements.

Bidder's Legal Name: CERRAT HILLS FORD DBA  
COLORADO RIVER FORD  
Address: 3601 STOCKTON HILL ROAD KINGMAN, AZ 86401  
Phone Number: 928-757-3131  
Authorized Signature:   
Printed Name & Title: RYAN CHAN SALES MANAGER  
AZ. Sales Tax (use tax) License No. 08028179

## Bid Sheet

**\*\*Failure to submit this form shall be cause for bid rejection.\*\***

Vendor's Name COLORADO RIVER FORD

Bidder agrees to provide all required equipment, material, freight and/or labor as specified in bid documents herein for the following prices as listed:

Quantity	Description	Unit Price	Extended Price
4	2015 or newer Ford Utility Police Interceptor	29,472.46	117,889.84
	Delivery Charges to Upfitter Location Upfitter to be determined	INCLUDED	
	Delivery # of Days <u>60 SEE ATTACHED</u> <u>EXCEPTIONS</u> (include # of days on line above)		
	Warranty <u>3-36 BUMPER TO BUMPER</u> <u>5-60 POWER TRAIN</u>	INCLUDED	
	Tax	2,427.63	9710.52
	Grand Total	31,900.09	127,600.36

Additional Extended Warranty/Maintenance Service Options may be included as attachments.

## Exceptions

Delivery time is estimated at 60 days on ordered units. Exact delivery dates can not be guaranteed. Material interruptions beyond Ford Motor Co. control can delay build times.

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Chief Robert J. DeVries

MEETING DATE: September 1, 2015

AGENDA SUBJECT: Award of bid for Chevrolet Silverado half ton vehicle

**SUMMARY:** The Kingman Police Department solicited for bids for one (1) 2015 or newer Chevrolet Silverado vehicle. The vehicle will be utilized for the Neighborhood Services Unit. One bid was submitted and opened on August 17, 2015.

The bid submitted totaled \$35,234.10 from Kingman Chevrolet - Buick.

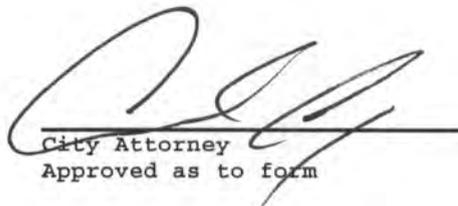
The department budgeted \$276,000.00 for the purchase and equipping of department vehicles. In the future the department will solicit bids for the equipping of the vehicles.

**ATTACHMENT:** 1) Bidders tabulation sheet  
2) Submitted bid

**FISCAL IMPACT:** \$35,234.10 from the 2015/2016 department capital line item budget.

**STAFF RECOMMENDATION:** Staff recommends accepting and awarding the lowest bid submitted by Kingman Chevrolet - Buick for one (1) Chevrolet Silverado truck.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4d

## Bidder's Tabulation Sheet

PROJECT:

KPD16-002

BID OPENING:

8/17/2015 15:00

BUDGETED AMOUNT:

BIDDERS NAME AND ADDRESS	Spec Received	Addendum	Bid Bond Attached	BID PROPOSAL					
				CONTRACT PRICE	ALTERNATES				
					BID A	BID B	BID C	BID D	BID E
Corbat Hills DBA Colorado River Ford	GR			\$35,234.10					
KINGMAN CHEVROLET- BUICK									
08/20/2015 1204 hrs									

Present:

- S. Muhle

---

- J. Sochocki

---

- J. Brice

---

- R. Fisk

---

Posted By:

E. Roper

Date & Time:

08/18/2015 1245 hours

Witnessed By:

Donna Walden

---



---

## Invitation to Bid

Bid # KPD16-002

The City of Kingman Police Department will accept written bids for

**One (1) new 2015 or newer Chevy Silverado Half (½) Ton Truck, 4 Door Crew Cab, 4 Wheel Drive, V8, Gas engine with 6 speed automatic transmission with tow mode to include specifications below.**

Bids to be submitted to the City Clerk, 310 N. 4<sup>th</sup> Street, Kingman, AZ 86401 by **3:00 p.m., MST, Monday, August 17, 2015.** Bids will be opened at this time.

Bids will be considered for award at the next regularly scheduled Council Meeting to be held on Tuesday, September 1, 2015. The Council reserves the right to reject any or all bids.

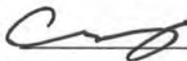
Bidding specifications and bid sheet can be obtained from Jennifer Sochocki, 2730 E. Andy Devine Avenue, Kingman, AZ 86401, (928) 753-2191 or Scott Yocum, 3700 E. Andy Devine, Kingman, AZ 86401, (928) 757-7467.

**Delivery:** All vehicles shall be delivered to the successful upfitter's location on or before the date of delivery as submitted on the bid sheet. Vehicles that are bid with an expected delivery time in excess of 60 days from the date of order may be grounds for the bid to be awarded to the second lowest bidder.

**Bid Award:** Bids will be awarded to the lowest responsive bidder.

If you have any questions regarding these bid specifications, please contact Jennifer Sochocki, 928-753-2191 or Email [jsochocki@cityofkingman.gov](mailto:jsochocki@cityofkingman.gov)

The undersigned certifies that he or she is an authorized agent of the bidder and is empowered to enter into a contract with the City of Kingman for the purpose stated herein. Further, this offer must meet all of the bid specifications and requirements. Please see the attached sheet for the requirements.

Bidder's Legal Name: Kingman Chevrolet-Buick  
Address: 3730 STOCKTON HILL RD  
Phone Number: 928 715-4610 or 928-757-4041  
Authorized Signature:   
Printed Name & Title: Chantal Myers Sales Manager  
AZ. Sales Tax (use tax) License No. 21008989

## Bid Specifications for Kingman Police Department Vehicle

### Vehicle Specifications:

One (1) new 2015 or newer Chevy Silverado Half (½) Ton Truck, 4 Door Crew Cab, 4 Wheel Drive, V8, Gas engine with 6 speed automatic transmission with tow mode to include specifications below.

Standard Warranty-3 Year/36,000 Miles Bumper/Bumper

Exterior Color	(1) White (if multiple color options then KPD will choose color)
Windows & Doors	Power/ Factory Standard Tinted
Remote Keyless Entry	Remote Keyless Entry System (4 sets keys & fobs)
Steering	Power
Air Bags	Factory Standard
Power Outlet	Dash 12 V
Brakes	Front & Rear Disc, Power Assisted
Alternator	Upgraded option if available, otherwise factory standard alternator
Battery	Factory Standard
Engine	V-8 Gas, minimum 5.0 Liter
Transmission	Auto O/D
Bumper Front	Chrome
Bumper Rear	Chrome
Fuel Tank	Minimum 30 gallon tank
Windshield Wipers	Intermittent Adj. Pause
Windshield	Legally Tinted and Shaded
Mirrors	Power Adjustable/Tow Mirrors
Tires/Wheels	All Terrain Tires/17" Steel Wheels
Air Conditioning	Factory Standard
Heater	Factory Standard
Instrumentation	Factory Standard
Radio	AM/FM/CD/Auxiliary
Audio Control	Steering Wheel Audio Control
Cruise Control	Factory Standard w/ tow mode
Communications	Bluetooth Capable, Voice Activated
Inner Trim Panel	Color Coordinated
Floor Covering	Carpet w/ Carpet Mats
Front Seat	Power adjustable, split seats, cloth 40/20/40
Rear Seat	Factory Standard, cloth
Bed Size	6.5' Box
Tow Package	Class IV hitch receiver, 7-pin wiring harness, upgraded radiator, transmission oil cooler, trailer brake control, w/ Factory Standard Receiver Hitch

## Bid Sheet

**\*\*Failure to submit this form shall be cause for bid rejection.\*\***

**Vendor's Name** Kingman Chevrolet - Buick

**Bidder agrees to provide all required equipment, material, freight and/or labor as specified in bid documents herein for the following prices as listed:**

Quantity	Description	Unit Price	Extended Price
1	2015 or newer Chevy Silverado Half (1/2) Ton 4x4 Crew Cab V8, Gas Truck	45,035	31,400
	Delivery Charges	Ø	Ø
	Delivery # of Days <u>7</u> (include # of days on line above)	7	
	Warranty	3yr 36,000 5yr 100,000	Bumper to Bumper POWER TRAIN
	Tax		3390.10
	Grand Total		35,234.10
			<u>          </u>

PRICE INCLUDES BID ASSISTANCE.

# 4685

Additional Extended Warranty/Maintenance Service Options may be included as attachments.

**Bid Express Request Page**

[BID Main Page](#)   [Help](#)

user: mmyers2014  
bac: 0000286059  
name: KINGMAN CHEVROLET  
BUICK

State	Arizona ▼
Fleet Name	CITY OF KINGMAN ▼
Fleet Number	000803113 ▼
Model Year	2015 ▼
Division	<b>Chevrolet</b>
Vehicle Type	Truck ▼
Model Desc	Silverado 1500 4WD Crew Cab Short Box(CK15543) ▼
Model Code	<b>CK15543</b>
Model Options	-Select- ▼
Options Selected	1LT
Amount	\$9200
Email	

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Chief Robert J. DeVries

MEETING DATE: September 1, 2015

AGENDA SUBJECT: Award of bid for Ford Explorer 4WD Vehicle

**SUMMARY:** The Kingman Police Department solicited for bids for one (1) 2016 or newer Ford Explorer vehicle. The vehicle will be utilized for the Flex Team K-9. One bid was submitted and opened on August 17, 2015.

The bid submitted totaled \$30,586.90 from Cerbat Hills Ford DBA Colorado River Ford in Kingman.

The department budgeted \$276,000.00 for the purchase and equipping of department vehicles. In the future the department will solicit bids for the equipping of the vehicles.

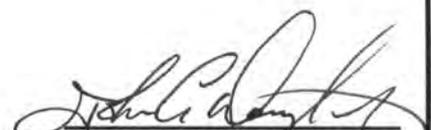
**ATTACHMENT:** 1) Bidders tabulation sheet  
2) Submitted bid

**FISCAL IMPACT:** \$30,586.90 from the 2015/2016 department capital line item budget.

**STAFF RECOMMENDATION:** Staff recommends accepting and awarding the lowest bid submitted by Cerbat Hills Ford DBA Colorado River Ford for one (1) Ford Explorer 4WD vehicle.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4e



## Invitation to Bid

Bid # KPD16-003

The City of Kingman Police Department will accept written bids for

### One (1) 2016 Ford Explorer 4WD

Bids to be submitted to the City Clerk, 310 N. 4<sup>th</sup> Street, Kingman, AZ 86401 by **3:00 p.m., MST, Monday, August 17, 2015**. Bids will be opened at this time.

Bids will be considered for award at the next regularly scheduled Council Meeting to be held on Tuesday, September 1, 2015. The Council reserves the right to reject any or all bids.

Bidding specifications and bid sheet can be obtained from Jennifer Sochocki, 2730 E. Andy Devine Avenue, Kingman, AZ 86401, (928) 753-2191 or Deputy Chief Rusty Cooper.

**Delivery:** All vehicles shall be delivered to the successful upfitter's location on or before the date of delivery as submitted on the bid sheet. Vehicles that are bid with an expected delivery time in excess of 60 days from the date of order may be grounds for the bid to be awarded to the second lowest bidder.

**Bid Award:** Bids will be awarded to the lowest responsive bidder.

If you have any questions regarding these bid specifications, please contact Jennifer Sochocki, 928-753-2191 or Email [jsochocki@cityofkingman.gov](mailto:jsochocki@cityofkingman.gov)

The undersigned certifies that he or she is an authorized agent of the bidder and is empowered to enter into a contract with the City of Kingman for the purpose stated herein. Further, this offer must meet all of the bid specifications and requirements. Please see the attached sheet for the requirements.

Bidder's Legal Name:

CERBAT HILLS FORD  
DBA COLORADO RIVER FORD

Address:

3601 STOCKTON HILL ROAD  
KINGMAN AZ. 86409

Phone Number:

928-757-3131

Authorized Signature:



Printed Name & Title:

RYAN CHAN SALES MANAGER

AZ. Sales Tax (use tax) License No.

08028179

**Bid Sheet**

**\*\*Failure to submit this form shall be cause for bid rejection.\*\***

Vendor's Name COLORADO RIVER FORD

**Bidder agrees to provide all required equipment, material, freight and/or labor as specified in bid documents herein for the following prices as listed:**

Quantity	Description	Unit Price	Extended Price
1	2016 Ford Explorer 4WD	28,260.46	28,260.48
	Delivery Charges to Upfitter Location Upfitter to be determined	INCLUDED	
	Delivery # of Days <u>60 SEE ATTACHED</u> <u>EXCEPTIONS</u> (include # of days on line above)		
	Warranty <u>3-36 BUMPER TO BUMPER</u> <u>5-60 POWER TRAIN</u>	INCLUDED	INCLUDED
	Tax	2,326.44	2,326.44
	Grand Total	30,586.90	30,586.90

Additional Extended Warranty/Maintenance Service Options may be included as attachments.

## Exceptions

Delivery time is estimated at 60 days on ordered units. Exact delivery dates can not be guaranteed. Material interruptions beyond Ford Motor Co. control can delay build times.

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Mike Meersman, Parks & Recreation Director

MEETING DATE: Tuesday, September 6, 2015

AGENDA SUBJECT: Authorization to Purchase Toro Groundsmaster 5900 Rotary Mower

**SUMMARY:**

Staff is requesting Council to authorize the purchase of a new Toro Groundsmaster 5900 Rotary Mower. This is an 18 feet width of cut, 99 horse power turbo Diesel, Hydraulic Driven. The mower would replace two 72" Groundsmaster Rotary Mowers that pull after-market trail mowers, these would be moved down in our fleet and used without pulling the trail mowers.

Park staff reviewed specifications, pricing and recommended the purchase of a new Toro Groundsmaster 5900 Rotary mower. The Finance Department has reviewed and approved the proposal for compliance with the City's Purchasing Policy. Section 2-160(g) of the City's Procurement Code allows purchase of items without the formal bidding process when using the Mohave County Purchasing Contract.

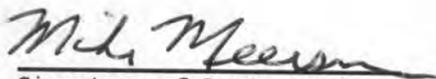
Staff is recommending Council authorize the purchase of new Toro Groundsmaster 5900 Rotary Mower from the Simpson Norton Corporation in the amount of \$88,367.23. This vendor has a solid reputation in the industry for sales of equipment and excellent service. This unit will have a two year warranty.

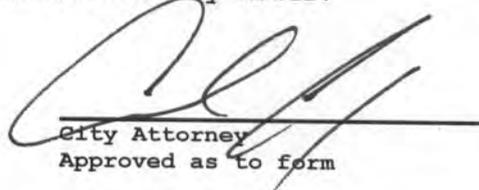
**ATTACHMENTS:** Vehicle Quote, Specifications, Mohave County Cooperative Purchasing Contract 15G-SNC-0824, photos.

**FISCAL IMPACT:** \$88,367.23 (tax included)  
Paid from Budgeted Account # 101-5210-550-9610.

**STAFF**

**RECOMMENDATION:** Staff recommends Council authorize the purchase of the new Toro 5900 Groundsmaster Rotary Mower.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4F



## Quotation

### August 19, 2015



Customer Information: Municipal / Tax Supported  
**City of Kingman Parks**  
 Guy Reynolds  
 3333 Harrison St.  
 Kingman, AZ 86409  
 Phone 928-757-1705 / Fax 928-757-9448  
[greyolds@cityofkingman.gov](mailto:greyolds@cityofkingman.gov)

Quote ID #	<b>1910170</b>
Payment terms	<b>Net 30 days</b>
Delivery	30-60 days
Quote Expire Date	30 days
Lease rate estimate	n/a
Contract #	<b>Mohave Contract</b>
Contract ending 8/23/15	#10E-SNC-0823
Contract ending 8/23/16	#15G-SNC-0824

Qty	Model Number	Description	Unit Price	Extension
1	31598	Groundsmaster 5900 (31598 / 31598N)	\$81,524.28	\$81,524.28
1	30552	Universal Sunshade (Red)	\$631.07	\$631.07
1	114-0897	BLADE KIT-ATOMIC,GM59XX	\$212.31	\$212.31

<b>TOTALS</b>	
Equipment Total	\$82,367.66
Setup/Delivery	<b>included</b>
Estimated Sales/Use Tax	\$6,177.57
<b>Total</b>	<b>\$88,545.23</b>

# Groundsmaster 5900/5910 Specifications



## ENGINE

Model	Cummins® QS83.3
Fuel	Diesel. Biodiesel compatible up to B20
Type	4 cylinder, turbocharged, intercooled
Horsepower @ RPM	99* @ 2630 (73.8 kW)
Torque @ rpm (lb.-ft.)	306 @ 1600 (415 N•m)
Displacement	199 cu. in. (3.3 L)
Fuel Injection	Electronic high-pressure common rail
Service Interval	250 hours
Starting Aid	Intake air heater
Emissions	Tier 3

\*Electrically limited.

## GENERAL DATA

5900 Weight	5,966 lbs. (2,706 kg)
5910 Weight	6,457 lbs. (2,929 kg)
Wheelbase	76 in (194 cm)
Length	175 in (445 cm)
Mow Width	192 in (488 cm)
Transport Width	99 in (251 cm)
5900 Height	89 in (226 cm)
5910 Height	93 in (236 cm)
Ground Clearance	9.5 in (24 cm)

## POWERTRAIN

4 Wheel Drive	Parallel hydrostatic, closed loop
Traction Drive Pump	Variable displacement piston, servo control
Front Drive	Planetary gear type, double reduction
Rear Drive	High torque, low speed hydraulic motors
Traction Assist	Front and rear hydraulic flow divider, steering brakes
Tires, Front	29 x1 2.50-15, 10-ply
Tires, Rear	23 x 10.50-12, 6-ply

## COOLING SYSTEM

Fan	SmartCool™ System - variable speed, temperature actuated reversing fan
Intake	Top and rear
Layout	Rear
Oil Cooler	Tilts out for service access
Radiator	Cross flow, 4 row
Intercooler	Cools air from turbo for improved power, fuel economy and emissions control

## INSTRUMENTATION

### InfoCenter™

Onboard LCD display shows gauges, alerts/fauls, service reminders, electrical system diagnostics. Indicates fuel level, coolant temp, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage

## SAFETY

Certification	ANSI B71.4-2004
Lights	Headlights, red and amber flashers, turn signals, tail lights, brake lights
SMV Sign	Rear mounted

## CAPACITIES

Fuel	35 gallons
Hydraulic	19 gallon (72 L)
Engine Oil	8.5 qt. (8 L) w/filter
Coolant	13.5 qt. (12.8 L) 5900    18.0 qt. (17.0 L) 5910

## CUTTING DECKS

Type	Three rear discharge rotary
Cutting Width	16 ft. (488 cm), 57 in. (145 cm), 92 in. (234 cm), 144 in. (366 cm)
Height of Cut	1-6" in 0.5" increments
Construction	11/12 gauge High Strength Steel. 7-gauge, reinforcements, bullnose bumper.
Protection	Wing decks: 2-way shock absorption
Deck Drive	HybridDrive™ - Hydraulic motor to spindle, remaining spindle(s), driven by "B" section v-belts.
Tensioning	Automatic, spring loaded idlers
Spindles Shaft	1.25" (3.2 cm) hardened steel
Spindle Housing	9" (22.9 cm) ductile iron
Spindle Bearings	Greasable tapered roller
Standard Blades	20 in. (50.8 cm), heat-treated steel blades
Optional Blades	Atomic™ mulching blades
Skids	Reversible polymeric

## OPERATOR STATION

Operator Platform	Isolated, rubber mounted
Seat	4-way adjustable
Suspension	Air-ride with 3 in. (7.6 cm) of adjustability
Steering	Power, adjustable tilt
Traction Pedal	Adjustable angle, uses position sensor
Storage	Toolbox, cup holder, radio holder, phone holder, and behind seat (area for cooler, trash bucket, etc.)
ROPS	ISO 21299 certified
12V Power Outlet	Standard
Audio System	Optional 5910 aftermarket accessory

## CONTROLS

ControlArm	Right armrest, travels with seat and suspension
Deck Lift/Lower	Electrohydraulic switches
Throttle	Electronic, 3 position or variable
Traction Pedal	Electronic
Brakes	Internal wet disc
Steering	Hydrostatic, load sensing
Other	High/low range, PTO, cruise control, hydraulic flow divider, lights, key switch

## CAB (5910)

Climate Controls	Air conditioning, heat, opening front and rear windows.
Other	Factory installed, ROPS certified, tinted glass, front wiper/washer, interior mirror, side mirrors

## WARRANTY

**Two-year limited warranty**

## PERFORMANCE

Sound Level	87 dBA (5910), 92 dBA (5900)
-------------	------------------------------

## PRODUCTIVITY

Maximum Mow Rate	20.7 acres/hr (8.4 ha)*
Typical Mow Rate	9.6 acres/hr (3.9 ha)†
Mowing Speed	Forward 0-10.8 mph (17.4 km/h) Reverse 0-5.7 mph (9.2 km/h)
Transport Speed	Forward 0-20 mph (32.2 km/h) Reverse 0-10.5 mph (16.9 km/h)
Speed Control	Electronic, limits max speed

\*10.8 mph, no overlap or stops † 5 mph, no overlap or stops

## STEERING

Uncut Circle	0 in. diameter
Turning Radius	86 in. (218 cm)

## FUEL ECONOMY

Acres Per Gallon*	4.3 (5900), 3.8 (5910)
Mowing Range	15.8 hours 5900, 13.7 hours 5910
Fuel Consumption	5900 2.22 Gal/Hr (8.4 L/Hr) 5910 2.55 Gal/Hr (9.7 L/Hr)

\*Typical Mow Rate/Gallons Per Hour

©2008 The Toro Company  
8111 Lyndale Ave. S.  
Bloomington, MN 55420-1196  
Printed in the U.S.A.

Specifications subject to change. Please contact your Toro distributor for details.



**NOTIFICATION OF AWARD LETTER**

7/28/15

Sent this day via email to [shelly.spencer@simpsonnorton.com](mailto:shelly.spencer@simpsonnorton.com)

Shelly Spencer, Sales Manager  
Simpson Norton Company  
4144 S. Bullard Ave.  
Goodyear, AZ ~~85354~~ 85338

Congratulations, Simpson Norton Corporation's response has been awarded a contract under RFP 15G-0508. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Simpson Norton Corporation. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed ([orders@mesc.org](mailto:orders@mesc.org)) to Mohave for review.

**Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.**

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for RFP 15G-0508 was made available for public inspection on July 23, 2015.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to [michael@mesc.org](mailto:michael@mesc.org).

**Your contract number is 15G-SNC-0824 and will take effect on August 24, 2015.**

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael S. Carter, CPPB  
Contract Specialist I

## Offer and Acceptance Form

Place after Tab 1a

### RFP 15G-0508 Utility Vehicles, Tractors, Golf Carts, Grounds Maintenance Vehicles, Equipment, and Services

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number: 33-4444716

Company Name: Simpson Norton Corporation

Address: 4144 S. Bullard Ave. City: Goodyear State: AZ Zip: 85354 85338

Telephone Number: 623-932-5116 or 1-877-859-8676

Printed Name: Shelly Spencer Title: Sales Manager

Primary Email Shelly.Spencer@simpsonnorton.com Alternate email Joe.Goodwin@simpsonnorton.com  
Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.

Authorized Signature Shelly Spencer

The offer and acceptance form should be submitted with a signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and acceptance form, or to make other notations as indicated, may result in rejection of proposal.

**The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.**

### Acceptance of Offer and Contract Award (Mohave Only)

**Your Proposal is Hereby Accepted:**

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, and amendments.

This Contract shall be referred to as Contract Number 15G-SUC-0824

Awarded this 23 day of July 2015.

This contract shall be effective this 24 day of August 2015.

Julia E. Tribbett

Julia E. Tribbett, Executive Director  
Mohave Educational Services Cooperative, Inc.



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Engineering Services

**MEETING DATE:** September 1, 2015

**AGENDA SUBJECT:** CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH PATTI TRAHERN, PE, PHD FOR A DOWNTOWN LOCAL LIMITS STUDY, A WASTEWATER CLASSIFICATION STUDY AND A HILLTOP LOCAL LIMITS UPDATE, ENG15-051

**SUMMARY:** On August 6, 2013 the Council adopted Ordinance No. 1764 as the City of Kingman Pretreatment Ordinance. In October of 2013, the Arizona Department of Environmental Quality (ADEQ) approved the City's Pretreatment Ordinance. The Pretreatment Ordinance prohibits the discharge of certain substances into the City sewer system. The Clean Water Act [40 CFR 403.8(f)(4)] requires that the City develop Local Limits, which are site specific limits for Industrial users. The Local Limits are intended to prevent undesirable substances from "passing through" the plant and causing the City to violate its effluent discharge requirements. The Local Limits are also intended to prevent the occurrence of substances that will "interfere" with the treatment plant operations, or cause health concerns for the workers.

When the Pretreatment Ordinance was created, the Local Limits Study for the Downtown facility was deferred because the plant was not yet operational. The Hilltop Local Limits requires an update to review certain pollutants of concern such as copper, mercury, selenium and others. The Wastewater Classification Study will review the wastewater strength classification rates from the Utility Regulations. The current Table has not been updated since the Regulations were adopted in 1987. Staff has asked for a proposal from Patti Trahern, PE, PhD to prepare all of the work under a single agreement. Dr. Trahern was involved with the City's initial Pretreatment Ordinance.

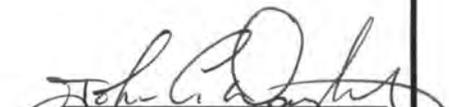
**ATTACHMENTS:** Professional Services Agreement with proposal dated August 17, 2015

**FISCAL IMPACT:** The cost for this work will be \$51,822.50 from the Engineering Professional Services Budget

**RECOMMENDATION:** Staff recommends that Council approve the Professional Services Agreement with Patti Trahern and authorize the Mayor to sign the Agreement on behalf of the City.

  
Signature of Dept. Head

  
City Attorney  
Approved as to Form

  
City Manager's Review

AGENDA ITEM: 4g

**AGREEMENT FOR  
CONSULTANT SERVICES FOR A DOWNTOWN LOCAL LIMITS STUDY, A WASTEWATER  
CLASSIFICATION STUDY AND A HILLTOP LOCAL LIMITS ADDENDUM  
ENG15-051**

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

**WITNESSETH**

WHEREAS, the CITY wishes to obtain engineering services for the preparation of a Downtown Local Limits Study, a Wastewater Classification Study and a Hilltop Local Limits Addendum ("the Work"); and

WHEREAS, ENGINEER submitted a Detailed Scope of Services dated August 17, 2015 attached hereto and made a part hereof as Exhibit A, offering to perform engineering services for the preparation of the Work; and

WHEREAS, ENGINEER has agreed to complete the work for a fee not to exceed \$51,822.50 as detailed in Exhibit A; and

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

NOW THEREFORE, it is mutually agreed as follows:

**I. ENGINEER'S DUTIES**

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

**II. CITY DUTIES**

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

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

### III. GENERAL COVENANTS

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

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

to information that:

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

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

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

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

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

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

- P. **COMPLIANCE WITH FEDERAL AND STATE LAWS.** The Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Consultant must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

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

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

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

its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

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

Patti G. Trahern, PhD, PE

\_\_\_\_\_ Dated: \_\_\_\_\_

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

Subscribed and Sworn to  
Before Me This \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

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

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

.....

CITY OF KINGMAN, ARIZONA

\_\_\_\_\_ Dated: \_\_\_\_\_  
RICHARD ANDERSON, MAYOR

Attest:

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

**EXHIBIT A****City of Kingman, Local Limits/WW Classification Study  
Project Understanding and Scope of Work****DOWNTOWN WASTEWATER TREATMENT PLANT LOCAL LIMITS STUDY****Project Understanding**

In 2010, the City of Kingman (City) initiated a local limits study for the Hilltop and Downtown Wastewater Treatment Plants (WWTPs). At the time of the study, new facilities were under development for both WWTPs. Data to calculate site-specific removal efficiencies reflective of new processes were not available, and uniform concentration limits (UCLs) for Hilltop WWTP were estimated based on literature values. The UCLs were then applied to Downtown WWTP and used to determine maximum allowable controlled flow to Downtown WWTP. In June 2011, the City submitted a report detailing development of local limits for the Hilltop and Downtown WWTPs to the Arizona Department of Environmental Quality (ADEQ). In October 2011, ADEQ notified the City that additional sampling would be necessary to meet completeness requirements. As the new Hilltop WWTP facilities were by then operational, sampling was initiated to acquire the necessary data. The new Downtown WWTP facilities were not operational. A revised report, addressing Hilltop WWTP only, was submitted to ADEQ in April 2013, and approved in October 2013.

At the time of the initial local limits study, three potential significant industrial users in the Downtown service area were identified on the basis of maximum month water usage in excess of 25,000 gallons per day (gpd): the Mohave County Adult Detention Center, Kingman High School, and a motel. Pollutants of concern (POCs) specifically identified for Downtown WWTP based on a comparison of influent, effluent, and biosolids data with relevant permit limits were the following heavy metals and inorganic compounds: chromium, copper, cyanide, lead, selenium, sulfide, and zinc; and the following conventional pollutants: five-day biochemical oxygen demand (BOD<sub>5</sub>), total suspended solids (TSS), ammonia, total nitrogen, and oil and grease.

The objective of the proposed local limits study for the City of Kingman is to ascertain the need for, and implement if necessary, site-specific local limits for the Downtown WWTP. The proposed scope of work divides the project into four tasks (D1 through D4). At the conclusion of each phase, the City may evaluate the need for future tasks.

**Scope of Work****Task D1: PRELIMINARY ANALYSIS****Task D1.1 Review Available Data and Information**

Conduct a critical review of available data with the objectives of optimizing the use of existing WWTP and industrial data, and minimizing the collection of additional data. Evaluate the existing data set to determine if it meets ADEQ requirements for the number and type of samples, sampling coherency (the relevance of collection system and WWTP sampling data with regards to calculation of mass balances), parameters analyzed, and data quality (including analytical method detection levels). Identify any data gaps.

**Task D1.2 Identify Pollutants of Concern**

Compare recent influent, effluent, and biosolids data collected at Downtown WWTP to relevant permit limits to determine site-specific POCs.

**Task D1.3 Evaluate Need for Local Limits**

Using available data, supplemented by literature data where necessary, estimate maximum allowable headworks loadings (MAHLs) and influent loadings for the 15 national POCs and any additional site-specific POCs identified in Task 1.2. Compare influent loadings to MAHLs to determine whether they meet United States Environmental Protection Agency (USEPA) threshold levels for setting limits.

Prepare a brief draft technical memorandum summarizing results of preliminary analysis. Meet with City staff to discuss the results of the preliminary analysis and determine course of action. If development of local limits is deemed necessary, finalize tech memo and submit to ADEQ for review and comment.

**TASK D2: SAMPLING AND ANALYSIS****Task D2.1 Prepare Sampling Plan Outline**

Prepare outline of recommended additional sampling addressing parameters to be sampled; proposed locations at Downtown WWTP and in the collection system; number of samples; and number of sampling days.

**Task D2.2 Prepare Sampling Plan**

Prepare draft sampling plan and submit for review and comment by City staff. Respond to questions about implementation from sampling and laboratory staff. Incorporate comments, and submit final sampling plan to the City. Submit to ADEQ. Incorporate comments, and submit revised final sampling plan.

**Task D2.3 Provide Support during Local Limits Sampling**

Answer questions that arise during local limits sampling and recommend adjustments and alternative strategies as needed.

**Task D2.4 Reduce and Integrate Local Limits Sampling Results**

Reduce data collected during local limits sampling. Merge data with existing data to create a comprehensive database. Update identification and screening of POCs; calculations of removal efficiencies and MAHLs; and headworks loading analysis and MAHL comparison.

**TASK D3: DEVELOPMENT OF LOCAL LIMITS****Task D3.1 Calculate Local Limits**

Develop local limits for national POCs and for any of the additional pollutants identified in previous tasks that meet the 2004 USEPA Local Limits Guidance (2004 Guidance) threshold levels for setting limits. Apply accepted methodologies based on the 2004 Guidance. This task includes estimation of background flows and loads; estimation of industrial flows and loads; and evaluation and selection of safety factor(s) and growth allowance. For pollutants requiring control, calculate UCLs. Assess relationship to Hilltop WWTP limits and need for and consequences of implementation (e.g., technical achievability). Prepare summary of preliminary results and findings. Participate in meeting with City staff to discuss and evaluate proposed control strategies for POCs. Incorporate comments into finalizing local limits.

**Task D3.2 Prepare Draft Report**

Prepare draft report documenting the results of the local limits development process, including supporting logic, rationale, and sample calculations. The report organization will follow the logical process used in determining local limits, with summary tables of critical data and factors, and appendices containing back-up calculations. Submit draft report for review and comment by City staff. Participate in meeting with City staff to discuss comments. Incorporate responses to comments, and submit revised draft report to ADEQ for review and approval.

**Task D3.3 Prepare Final Report**

Finalize report, incorporating comments from ADEQ and public participation (see Task D4) as necessary.

**Task D4: PUBLIC PARTICIPATION****Task D4.1 Update Pretreatment Ordinance****Task D4.2 Prepare Presentation**

Prepare PowerPoint presentation summarizing results, findings, and recommendations of local limits update suitable for delivery at public information meetings. Prepare written responses to comments generated by public participation and notification.

## WASTEWATER CLASSIFICATION STUDY

### Project Understanding

The City of Kingman (City) Utility Regulations (UR, Article VI: Fees—Rates and Charges) specify sewer user charge rates for 27 standard classifications, including residential, commercial, industrial, and institutional users. The commercial and residential sewer use charges are computed based on the metered volume of water used by the customer and the expected wastewater strength based on data published by the Arizona Department of Environmental Quality (UR Article VI.3). These classifications were used in developing the 2008 Water and Wastewater Rate and Investment Study (Red Oak Consulting, October 2008).

The objectives of the proposed wastewater classification study for the City of Kingman are:

- to compare the existing classification system to those of other municipalities in northern Arizona and evaluate the suitability of the existing classification system to current users of the Hilltop and Downtown Wastewater Treatment Plants (WWTPs)
- if appropriate, to develop and evaluate alternative standard classifications
- To collect data to confirm and/or revise the expected biological oxygen demand (BOD) and suspended solids (SS) concentrations for selected types of users

These objectives are addressed in Tasks W1 through W 4.

### Scope of Work

#### TASK W1: REVIEW AVAILABLE DATA AND INFORMATION

Analyze recent water usage and sewer user charge rates to determine water usage and incurred surcharges for existing standard classifications. Identify high-impact users.

Conduct a telephone survey of surcharge programs used by the following municipalities: Bullhead City, Flagstaff, Lake Havasu City, and Prescott, Arizona.

Prepare a summary of findings and meet with City staff to discuss.

#### TASK W2: DEVELOP CLASSIFICATION ALTERNATIVES

If, as a result of Task 1 discussions, the City wishes to consider alternatives to the existing standard classifications, develop and evaluate alternative schedules. Prepare a brief technical memorandum summarizing options. Meet with City staff to discuss.

**TASK W3: DEVELOP CLASSIFICATION SAMPLING PLAN****Task W3.1 Prepare Sampling Plan Outline**

Prepare outline of recommended additional sampling addressing parameters to be sampled; proposed locations; number of samples; and number of sampling days.

**Task W3.2 Prepare Sampling Plan**

Prepare draft sampling plan, integrating with other sampling efforts (e.g., Downtown WWTP local limits sampling) as appropriate. Submit for review and comment by City staff. Respond to questions about implementation from sampling and laboratory staff. Incorporate comments, and submit final sampling plan to the City. Submit to ADEQ. Incorporate comments, and submit revised final sampling plan.

**Task W3.3 Provide Support during Sampling**

Answer questions that arise during sampling and recommend adjustments and alternative strategies as needed.

**Task W3.4 Reduce and Analyze Sampling Data**

Reduce data collected during sampling and provide statistical analysis of data sets.

**TASK W4: PREPARE CLASSIFICATION REPORT**

Prepare final report, summarizing findings, conclusions, and recommendations with respect to standard classifications.

---

**HILLTOP WWTP LOCAL LIMITS ADDENDUM****Project Understanding**

At the conclusion of the Hilltop WWTP local limits study (April 2013), it was noted that potentially inaccurate estimates of uncontrolled loads might be artificially limiting the WWTP capacity available to industry. It was recommended that additional data for copper, mercury, selenium, BOD, total SS (TSS), and total nitrogen (TN) be collected from residential, commercial, and other non-significant industrial user (SIU) sources to allow re-calculation of local limits for these pollutants. Collection of additional data and re-calculation of local limits are addressed in Tasks H1 through H3.

**Scope of Work****TASK H1: DEVELOP SAMPLING PLAN FOR RE-EVALUATION OF SELECTED POLLUTANTS****Task H1.1 Prepare Sampling Plan Outline**

For copper, mercury, selenium, BOD, TSS, and TN, prepare outline of recommended additional background sampling, addressing proposed locations; number of samples; and number of sampling days.

**Task H1.2 Prepare Sampling Plan**

Prepare draft sampling plan, integrating with other proposed sampling efforts (e.g., Downtown WWTP local limits sampling). Submit for review and comment by City staff. Respond to questions about implementation from sampling and laboratory staff. Incorporate comments, and submit final sampling plan to the City. Submit to ADEQ. Incorporate comments, and submit revised final sampling plan.

**Task H1.3 Provide Support during Sampling**

Answer questions that arise during sampling and recommend adjustments and alternative strategies as needed.

**Task H1.4 Reduce and Analyze Sampling Data**

Reduce data collected during sampling and provide statistical analysis of data sets.

**TASK H2: RE-CALCULATE LOCAL LIMITS FOR SELECTED POLLUTANTS**

Re-calculate Hilltop WWTP local limits for copper, mercury, selenium, BOD, TSS, and TN, integrating data collected in Task 5 with data previously collected for the 2010 Hilltop WWTP local limits study. This task includes re-estimation of background loads and calculation of numeric local limits. Assess consequences of implementation (e.g., technical achievability).

**TASK H3: PREPARE HILLTOP WWTP LOCAL LIMITS ADDENDUM**

Prepare draft report addendum, documenting the results of the re-calculation of local limits for copper, mercury, selenium, BOD, TSS, and TN. Submit draft for review and comment by City staff. Participate in meeting with City staff to discuss comments. Incorporate responses to comments, and submit revised addendum.

**CITY OF KINGMAN PRETREATMENT ASSISTANCE PHASE 2**

Fee Estimate: **TOTAL**

August 17, 2015

**DOWNTOWN WWTP LOCAL LIMITS STUDY (D)**

<b>Task</b>	<b>Task Description</b>	<b>Labor</b>	<b>Expenses</b>	<b>TOTAL COST</b>
D1	Preliminary Analysis	\$6,760	\$172.50	\$6,932.50
D2	Sampling and Analysis	\$8,840	\$0.00	\$8,840.00
D3	Development of Local Limits	\$11,440	\$172.50	\$11,612.50
D4	Public Participation	\$2,080	\$0.00	\$2,080.00
<b>Subtotal, Downtown WWTP Local Limits</b>		<b>\$29,120</b>	<b>\$345.00</b>	<b>\$29,465.00</b>

**WASTEWATER CLASSIFICATION STUDY (W)**

<b>Task</b>	<b>Task Description</b>	<b>Labor</b>	<b>Expenses</b>	<b>TOTAL COST</b>
W1	Review Available Data and Information (Meeting 3)	\$5,200	\$172.50	\$5,372.50
W2	Develop Classification Alternatives (Meeting 4)	\$3,120	\$172.50	\$3,292.50
W3	Develop Classification Sampling Plan	\$3,120	\$0.00	\$2,080.00
W4	Prepare Classification Report	\$3,120	\$0.00	\$3,120.00
<b>Subtotal, Wastewater Classification Study</b>		<b>\$14,560</b>	<b>\$345.00</b>	<b>\$14,905.00</b>

**HILLTOP WWTP LOCAL LIMITS ADDENDUM (H)**

<b>Task</b>	<b>Task Description</b>	<b>Labor</b>	<b>Expenses</b>	<b>TOTAL COST</b>
H1	Develop Sampling Plan for Re-Evaluation of Selected Pollutants	\$3,120	\$0.00	\$3,120.00
H2	Recalculate Local Limits for Selected Pollutants	\$1,040	\$0.00	\$1,040.00
H3	Prepare Hilltop WWTP Local Limits Addendum (Meeting 5)	\$3,120	\$172.50	\$3,292.50
<b>Subtotal, Hilltop WWTP Local Limits Addendum</b>		<b>\$7,280</b>	<b>\$172.50</b>	<b>\$4,332.50</b>

**PRETREATMENT ASSISTANCE PHASE 2 TOTAL**

<b>Project</b>	<b>Task Description</b>	<b>Labor</b>	<b>Expenses</b>	<b>TOTAL COST</b>
D	Downtown WWTP Local Limits Study	\$29,120	\$345.00	\$29,465.00
W	Wastewater Classification Study	\$14,560	\$345.00	\$14,905.00
H	Hilltop WWTP Local Limits Addendum	\$7,280	\$172.50	\$4,332.50
<b>TOTAL</b>		<b>\$50,960</b>	<b>\$862.50</b>	<b>\$51,822.50</b>

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Public Works

MEETING DATE: September 1, 2015

AGENDA SUBJECT: 60 Day Contract extension for the Powerhouse Rehabilitation Project  
Design to Seabury Fritz Architects Inc.

**SUMMARY:** On March 18, 2015, A Contract was awarded to Seabury Fritz Architects Inc. for the Design plans for the Powerhouse rehabilitation grant project. Seabury Fritz Architects Inc. has complied with all schedule requirements. The original contract was for a 180 day timeframe to be completed. Due to longer than expected ADOT plan review times, the process has taken longer than expected. The original agreement was to be completed by September 14, 2015.

The design of this project is federally funded through a reimbursement process combined with a local match. The federal reimbursement amount is 80.0% with the local match being 20%. The Design of this project is not to exceed \$52,564.53 with a local match of \$10,512.90.

The Tourism Development Commission authorized staff to use \$55,061.00 out of the Powerhouse Bricks and Mortar Fund to pay for the City's Match portion, for design and Construction.

Staff recommends extending the contract 2 months until November 13, 2015 for the new completion date.

ATTACHMENT: Original contract.

FISCAL IMPACT: None

RECOMMENDATION: Staff recommends extending contract with Seabury Fritz Architects Inc. 2 months until November 13, 2015 as the new Design completion date.

Signature of Dept. Head

City Attorney  
Approved as to form

City Manager's Review

AGENDA ITEM: 4h

# ATTACHMENT #8

## CONTRACT BOILERPLATE

CITY CONTRACT KNG 12-026

**AGREEMENT FOR  
ARCHITECTURAL SERVICES FOR DESIGN PLANS AND SPECIFICATIONS  
POWERHOUSE VISITORS CENTER AND MUSEUM REHABILITATION PROJECT  
CITY OF KINGMAN  
PROJECT ENG12-026**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this day of 14 March, 2015, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called the "CITY" and SEASDAY F&T ARCHITECTS, P.C. hereinafter called the "ARCHITECT".

### WITNESSETH

WHEREAS, the CITY wishes to obtain ARCHITECT services to develop Design Plans and Specifications for the Powerhouse Visitors Center and Museum Rehabilitation Project; and

WHEREAS, the ARCHITECT submitted a detailed Scope of Work and Fee Proposal dated March 5 2015, attached hereto and made a part hereof as Exhibit A, offering to complete the Design Plans and Specifications; and

WHEREAS, the ARCHITECT has agreed to complete the work for a total lump sum fee not to exceed \$ 52,564.53, as detailed in Exhibit B; and

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

NOW THEREFORE, it is mutually agreed as follows:

#### I. ARCHITECT'S DUTIES

- A. ARCHITECT shall complete the project as described in the Detailed Scope of Work.
- B. ARCHITECT shall provide all labor, materials and equipment and shall complete all tasks necessary to complete the Design Plans and Specifications and related work.
- C. ARCHITECT shall provide 30, 60, 95 and 100 percent Design Plans, Specifications and Estimates in accordance with ADOT review procedures. ARCHITECT shall provide electronic copies of all final documents and drawings to the CITY.

#### II. CITY DUTIES

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

- A. The CITY shall provide the ARCHITECT with copies of any as-built plans, maps, AutoCAD drawings, operational records, reports or other information of record applicable to this project.
- B. The CITY shall pay the ARCHITECT for the work performed on a monthly basis,

upon receipt of a progress report that coincides with the percentage of work completed during the preceding month. The final payment will be paid after the project is complete and release is approved by the City.

### III. GENERAL COVENANTS

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

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, the ARCHITECT fails to fulfill in a timely and proper manner the obligations under the Agreement, or if the ARCHITECT violates any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the ARCHITECT of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the ARCHITECT under this Agreement shall at the option of the CITY, become its property and the ARCHITECT shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.

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

- B. **CHANGES.** The CITY may, from time to time, request changes in the Scope of Work of the ARCHITECT to be performed hereunder. Such changes, including any increase or decrease in the amount of the ARCHITECT compensation, which are mutually agreed upon by and between the CITY and the ARCHITECT, shall be incorporated in written amendments to this Agreement.
- C. **PERSONNEL.** ARCHITECT represents that he/she has or will secure at his/her expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have contractual relationship with the CITY. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. **ASSIGNABILITY.** Neither party shall assign, subcontract or transfer their interests, rights or obligations in this Agreement without prior written consent of the other party.
- E. **RECORDS AND AUDITS (Maintenance and Retention).** ARCHITECT and its Subconsultant(s) shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and non-Federal shares. These records shall be retained for auditing, inspection, and copying at the CITY, ADOT, FHWA or any other authorized representative of the Federal Government's request for five (5) years after expiration of this Agreement in accordance with A.R.S. §35-214 unless permission to destroy is granted in writing by the CITY. These records shall be made available at the ARCHITECT'S offices during the normal business hours, upon request, by the CITY and any other body authorized in writing by the CITY.
- F. **FINDINGS CONFIDENTIAL.** All of the reports, data, information, etc., prepared or assembled by the ARCHITECT under this Agreement are confidential and shall not be made available to any individual or organization without the prior written approval of the CITY, with the exception of any recording of survey information required by law and with

respect to information that:

becomes generally available to the public other than as a result of disclosure by the ARCHITECT or its agents or employees;

was available to the ARCHITECT on a non-confidential basis prior to its disclosure by CITY;

becomes available to the ARCHITECT from a third party who is not, to the knowledge of the ARCHITECT, bound to retain such information in confidence.

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

- G. **COPYRIGHT.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the ARCHITECT.
- H. **DELAYS.** ARCHITECT shall not be responsible for damages or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, delays caused by failure of CITY or CITY's agents to furnish information or to approve or disapprove work promptly or any other event beyond the control of the ARCHITECT. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- I. **CONFLICT OR DISPUTE.** In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to mediation in accordance with the rules of the American Arbitration Association then in effect. Any disputes arising from this Agreement in any way and involving an amount of less than \$50,000 shall be settled by arbitration.
- J. **STANDARD OF CARE – PROFESSIONAL SERVICES.** Subject to limitations inherent in the agreed-upon Scope of Work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, the ARCHITECT shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent architectural/ARCHITECTing firms in effect at the time the ARCHITECT'S services are rendered. ARCHITECT does not expressly or impliedly warrant or guarantee its services.
- K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS.** If the ARCHITECT'S performance of services hereunder requires the ARCHITECT to rely on information provided by other parties (excluding the ARCHITECT'S Sub consultants), the ARCHITECT shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by the CITY.
- L. **SEPARABILITY.** In the event any term or provision of this Agreement is held to be invalid and unenforceable, the validity of the other provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision that is invalid or unenforceable.
- M. **COMPLETION TIME.** The ARCHITECT shall have **180** consecutive calendar days to complete the project once a Notice to Proceed is issued by the CITY. ARCHITECT'S schedule assumes that CITY will perform all work product reviews and provide comments to the ARCHITECT within 10 working days of receiving the work product. If any review and comment period exceeds 10 working days, at the ARCHITECT'S request, the ARCHITECT'S completion time shall be extended by the same number of days.

- N. **INDEMNIFICATION.** To the fullest extent permitted by law, the ARCHITECT shall defend, indemnify and hold harmless the CITY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings) to the extent arising out of, or alleged to have resulted from the ARCHITECT'S negligent acts, errors, mistakes or omissions relating to professional work or services in the performance of this Agreement. ARCHITECT'S duty to defend, hold harmless and indemnify the CITY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damages, loss or expense that is attributable to bodily injury, sickness, disease or death, or injury to, impairment, or destruction of property caused by any negligent acts, errors, mistakes or omissions related to professional services in the performance of this Agreement, including any person for whose acts, errors, mistakes or omissions the ARCHITECT may be held legally responsible and liable for under the law.
- O. **INSURANCE REQUIREMENTS.** ARCHITECT retained by the CITY to provide the work or service required by this Agreement will maintain Professional Liability insurance covering the ARCHITECT'S negligent acts, errors, mistakes and omissions arising out of the work or services performed by the ARCHITECT, or any person employed by the ARCHITECT, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY prior to issuance of Notice to Proceed. The amount and type of insurance coverage as required herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- P. **COMPLIANCE WITH FEDERAL AND STATE LAWS.** ARCHITECT understands and acknowledges the applicability of the American with Disabilities Act (ADA), Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. ARCHITECT must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under the provisions of A.R.S. §41-4401, ARCHITECT hereby warrants to the CITY that ARCHITECT and each of its Sub consultants shall comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the ARCHITECT to penalties up to and including termination of this Agreement at the sole discretion of the CITY.

The CITY retains the legal right to inspect the papers of the ARCHITECT or any of the Sub consultant's employees who works on this Agreement to ensure that the ARCHITECT and the Subconsultant are complying with the Consultant Immigration Warranty. The CITY, at its sole discretion, may conduct random verification of the employment records of the ARCHITECT and any of the Subconsultants to ensure compliance with the Consultant Immigration Warranty. ARCHITECT agrees to assist the CITY in regard to any such inspections. ARCHITECT and its Sub consultants warrant to keep the papers and records open for random inspection during normal business hours by the CITY. ARCHITECT and its Subconsultants shall cooperate with the City's random inspections including granting the CITY entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither the ARCHITECT nor any of the Subconsultants shall be deemed to have

materially breached the Consultant Immigration Warranty if the ARCHITECT or Sub consultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

#### IV FEDERAL REQUIREMENTS

The following terms are required for federal funded projects.

##### Employment of Federal Highway Administration and CITY OF KINGMAN Personnel

The Contractor shall not employ any person or persons in the employ of the Federal Highway Administration or of the City of Kingman or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the Federal Highway Administration or of the State.

#### 4.01 GENERAL COMPLIANCE WITH LAWS

The Consultant shall comply with all Federal, State laws and regulations, and local ordinances, as they relate to the performance of work under this Contract.

#### 4.02 FEDERAL DEBARMENT AND SUSPENSION

- a. By signature on this Contract, the Consultant certifies its compliance, and the compliance of its Subconsultants or subcontractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
  1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specified by Code of Federal Regulations 49 CFR paragraph 29.305(a).
- b. Where the Consultant or its Subconsultant is unable to certify to the statement in Section a.1. above, the Consultant or its Subconsultant shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Consultant or Subconsultant is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Consultant or its Subconsultant shall submit a written explanation to the Department. The certification or explanation shall be considered in connection with the Department's determination whether to enter into Contract.

- d. The Consultant shall provide immediate written notice to the Department if, at any time, the Consultant or its Subconsultant, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

#### 4.03 SUBCONTRACTS

The Consultant agrees to execute a written Contract with all Subconsultants for work to be completed under this Contract. The executed Contract shall include Subconsultant's Scope of Work and all the Uniform Terms and Conditions set forth in Section 4.0 of this Contract.

The Consultant shall provide electronic copies of signed subcontract agreements with all Subconsultants to ADOT Business Engagement Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in Section 4.0 of this Contract. Each agreement and required attachment shall be dated and signed by the Subconsultant in order for the subcontract to be considered valid.

The Consultant shall be in breach of this Contract if the Consultant materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subconsultants. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

#### 4.04 ANTI-LOBBYING

The Consultant certifies, by signing and submitting the SOQ, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Consultant also agrees, by submitting its SOQ that it shall require that the language of

*ajok*

this certification be included in subcontracts with all Subconsultant(s) and lower-tier Subconsultants which exceed \$100,000 and that all such Subconsultants and lower-tier Subconsultants shall certify and disclose accordingly.

- e. The Department shall keep the firm's certification on file as part of its original SOQ. The Consultant shall keep individual certifications from all Subconsultants and lower-tier Subconsultants on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.
- f. Disclosure forms for the Consultant and its Subconsultants and lower-tier Subconsultants shall be submitted to the COK Contract Specialist assigned to this Contract on the date the Statement of Qualifications are due. The Consultant and each Subconsultant and lower-tier Subconsultant shall file revised disclosure forms at the end of each calendar quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. The Disclosure forms shall be submitted by the COK Project Manager to the FHWA for further review.

#### **4.05 RECORDS RETENTION, MAINTENANCE AND AUDIT**

- a. Pursuant to A.R.S. §35-214, the Consultant and its Subconsultant(s) shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Contract and other related project(s). The Consultant shall make all such materials related to the project(s) available at any reasonable time and place during the term of the Contract and for five (5) years from the date the Initial Closeout Letter is sent to the Consultant after ADOT indicates that work on the Contract has been completed to the satisfaction of the Department (Contract Status Form). All Documents shall be retained for auditing, inspection and copying upon the Department's or at FHWA's request, or any other authorized representative of the Federal Government.
- b. Pursuant to A.R.S. §35-215, the Consultant and its Subconsultant(s) with intent to defraud, deceive, improperly influence, obstruct or impair an audit being conducted or about to be conducted in relation to any Contract or subcontract with the Department is guilty of a Class 5 Felony.
- c. In case of an audit and the Consultant has failed to retain records in accordance with the applicable Contract provision, it shall be presumed that the documents would not have supported the Consultant's position. Therefore, failure to retain such records shall result in the Consultant being required to reimburse ADOT for unsupported costs. The Consultant may also be disqualified by City of Kingman from submitting future SOQ proposals.
- d. Upon completion and final closeout of the Contract, physical/paper or electronic Contract files and any supporting materials shall be maintained in accordance with ADOT and State Record Retention Center Records Retention/Destruction Policy and Schedules.

#### **4.06 REVIEWS AND INSPECTIONS**

Representatives from the Department and FHWA are authorized to review and inspect the Contract activities and facilities during the Consultant's and its Subconsultants normal business hours.

*CSF*

#### 4.07 NON DISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:
  - a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
  - b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
  - c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
  - d. Post in conspicuous places available to employees and applicants for employment, the following notice:

*"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to insure and maintain a working environment free of harassment, intimidation and coercion."*
  - e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter DOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
  - g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
  - h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the

cap

information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMINATION provision (Section 4.45) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or;
  - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and Non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### **4.08 AFFIRMATIVE ACTION (FOR FEDERAL-AID CONTRACTS)**

The Consultant shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this Contract:

1. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
2. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
4. Where the requirement permits, establish delivery schedules which shall encourage participation by firms owned by socially and economically disadvantaged individuals.
5. Use the services and assistance of ADOT DBE Supportive Services Program, the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as needed.

#### **4.09 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES – COMMITMENT, COMPLIANCE AND REPORTING**

1. The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply

*cta*

with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts. It is also ADOT's policy to:

- a. Ensure nondiscrimination in the award and administration of federally-funded contracts;
- b. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;
- e. Help remove barriers to the participation of DBEs in federally-funded contracts; and
- f. Assist in the development of firms that can compete successfully in the marketplace.
- g. It is also ADOT's policy to facilitate and encourage participation by all Business Concerns (SBCs) in ADOT contracts. ADOT encourages Consultants to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts. See section 4.49.

The Federal regulations require a recipient of federal highway funding to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal that uses race-neutral means to the maximum feasible extent to achieve the goal. Where race-neutral measures prove inadequate to achieve the goal, the State is required to use race-conscious measures, such as a DBE participation goal for individual contracts.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious efforts and race-neutral efforts. Race-conscious participation occurs where the Consultant uses a percentage of DBEs to meet a contract-specified goal. Race-neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses.

The Consultant is required to adhere to the commitment made to utilize certified Disadvantaged Business Enterprises (DBE) as indicated in the firm's Statement of Qualifications (SOQ) or subsequently agreed to by the State during negotiations. The State, at its discretion on a case by case basis, may waive the above limitations.

2. **DBE GOAL/COMMITMENT AND DOCUMENTATION:**

- a. A DBE GOAL OF **10.11%** HAS BEEN ESTABLISHED ON THIS CONTRACT. THE CONSULTANT IS ENCOURAGED TO OBTAIN DBE PARTICIPATION ABOVE AND BEYOND THE GOAL ON THIS PROJECT. DBE GOAL ATTAINMENT WILL BE REVIEWED ON A TASK ORDER BY TASK ORDER BASIS TO HELP ENSURE THAT OVERALL DBE GOAL IS MET ON THIS CONTRACT.
- b. The Consultant is required to adhere to the goal/commitment made to utilize certified DBEs as indicated in the firm's Statement of Qualifications (SOQs) or the Consultant and Subconsultant DBE Affidavits submitted with each approved Task Order, or subsequently agreed to by the State during negotiations. The State, at its discretion

CPA

and on a case-by-case basis, may waive the above limitations.

- c. With each new Task Order request, the Consultant is required to submit the following documents certifying that:
1. The firm will meet or exceed the established Contract DBE goal for the Task Order by providing:
    - a. A DBE Consultant Intended Participation Affidavit, if the Consultant is a DBE firm. The form is available on the ECS website [http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise\(DBE\)Program](http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise(DBE)Program) and shall be submitted with the Cost Proposal.

OR

- b. A *DBE Consultant Intended Participation Affidavit* and a completed *DBE Subconsultant Intended Participation Affidavit* for each DBE Subconsultant working on each Task Order. These forms are available on the ECS website [http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise\(DBE\)Program](http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise(DBE)Program) and shall be submitted with the Cost Proposal for each Task Order.

OR

- c. The firm has made good faith efforts (GFEs) to meet the DBE goal for the Task Order but did not succeed in achieving the DBE goal. The Consultant shall document the good faith efforts on the *Consultant Certification of Good Faith Efforts* form. This form is available on the ECS website [http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise\(DBE\)Program](http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise(DBE)Program) and shall be submitted with the Cost Proposal for each Task Order in which the firm is unable to meet the Contract's DBE goal.

**TASK ORDERS WILL NOT BE EXECUTED IF ONE OF THE ABOVE CONDITIONS ARE NOT MET AND/OR THE FIRM FAILS TO SUBMIT THE REQUIRED DBE PARTICIPATION FORMS FOR EACH TASK ORDER COST PROPOSAL.**

2. ADOT shall make the determination whether the Consultant has made a satisfactory good faith effort to secure certified DBEs to meet the Contract goal in accordance with 49 CFR Part 26. If ADOT determines that the Consultant has not met the DBE goal or has not made an adequate good faith effort to meet the DBE goal on a given Task Order, ADOT shall terminate the Task Order negotiations with the firm. If the Consultant wishes to dispute the Good Faith Effort determination, the Consultant may escalate the decision according to the levels outlined in Section 4.09 (DISPUTE ESCALATION) of this Contract. The ADOT Business Engagement Compliance Office (BECO) will be represented at each escalation level with the goal of resolving the matter at the lowest possible level. **The decision of the BECO is final.**
3. **COMPLIANCE:**
  - a. This Contract is subject to DBE compliance tracking for the Consultant and its Subconsultants. Lower-tier Subconsultants and Vendors are required to provide any requested DBE Contract compliance-related data in hard copy or electronically as



determined by the State, including written agreements between the Consultant and Subconsultant DBEs. The Consultant shall report the amount earned by and paid to each DBE and Non-DBE Subconsultants working on the project for the preceding month on each monthly Progress Payment Report. The Consultant is responsible for ensuring that the Consultant and all its Subconsultants and lower-tier Subconsultants have completed all requested items and that their contact information is accurate and up-to-date.

b. The Consultant's achievement of the DBE goal is measured by actual payments made to the DBEs. At the completion of the project, the Consultant shall complete and submit a *Certification of Payments to DBE Firms* affidavit for each DBE firm working on the project. This affidavit shall be signed by the Consultant and the relevant DBE Subconsultant and submitted to COK and BECO.

4. **REPORTING AND SANCTIONS:**

a. ADOT is required to collect DBE participation data on all Federal-aid projects, whether or not there is a stated DBE goal/commitment on this Contract. Therefore, the Consultant shall report the monthly payments made to all DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials. If the Consultant and its Subconsultants do not provide all required DBE usage and payment information with the monthly Progress Payment Reports (PRs) submittals for the preceding month, the State shall deduct \$1,000 for each delinquent report, whether from the Consultant or any of its Subconsultants, from the progress payment for the current month, not as a penalty but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the State shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the Consultant or its Subconsultants fail to provide the required payment information.

b. DBEs shall confirm the payments received from the Consultant through BECO's DBE Contract & Labor Compliance Management System (DBE System).

c. After execution of this Contract and before the first Payment Report/Invoice is submitted to COK, the Consultant is required to log into the BECO's online DBE System (<https://adot.dbesystem.com>) and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project to help ADOT track and monitor payments to DBE and Non-DBE Subconsultants on the project and to confirm that the scope of services and commitments made via the DBE Intended Participation Affidavits are being met.

d. All DBE and non-DBE subcontracting activities and payments shall be reported by the Consultant. All DBE subcontracting activities will be counted toward DBE participation. This includes lower-tiers subcontracting activities regardless of whether or not the DBE is under contract with another DBE.

5. At the completion of this Contract, the Consultant shall submit a *Certification of Payments to DBE Firms* affidavit certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of this Contract.

6. **DBE SUBSTITUTION OR REPLACEMENT:**

a. The Consultant shall not terminate a DBE Subconsultant listed in the SOQ or in the Consultant or Subconsultant DBE Affidavit submitted with each approved Task Order

*ckf*

without the prior written approval by the State.

- b. If a Subconsultant is terminated, or fails to complete its work on this Contract for any reason, the Consultant shall make a good faith effort to find another DBE to perform at the least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the DBE commitment percentage established in this Contract.
7. The Department, at its sole discretion, may terminate the Contract at any time if the Department determines that the Consultant is not satisfactorily meeting the DBE goal/commitment stated in the Contract or is not making satisfactory good faith efforts to meet the goal.

#### **4.10 COUNTING DBE PARTICIPATION**

In counting the DBE participation, the Department shall apply the rules in 49 CFR §26.55 (APPENDIX C) as a supplement herein. The firm shall count only the value of the work actually performed by the DBE toward DBE goals. No credit shall be allowed for shipping, manufacturing or supply.

1. Contracts created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.
2. Count the entire amount of that portion of a Contract (or other Contract not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the Contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the Consultant or its affiliate).
3. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.
5. It is presumed that the DBE is not performing a commercially useful function if: (a) a DBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its Contract with its own work force; or (b) the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved.

#### **4.11 PARTICIPATION BY SMALL BUSINESS CONCERNS (SBC)**

It is ADOT's policy to facilitate and encourage participation by Small Business Concerns (SBCs) in ADOT contracts. ADOT encourages Consultants to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts.

Consultant shall take all reasonable steps to remove obstacles to SBC participation in the

contract. ADOT encourages the Consultant to utilize SBCs. SBCs are registered in AZ  
UTRACS.

#### 4.12 ENVIRONMENTAL PROTECTION

(This clause is applicable if this Contract exceeds \$100,000. It applies to Federal-aid contracts only.)

The Consultant is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

#### 4.13 ENERGY CONSERVATION

(This clause is applicable to Federal-aid contracts only.)

The Consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency, which is contained in the State Energy Conservation Plan issued by the Department in compliance with the Energy Policy Conservation Act (Public Law. 94-163).

#### 4.14 OWNERSHIP OF DATA

- a. The Consultant agrees to maintain (in sufficient detail as shall properly reflect all work done and results achieved in the performance of this Contract) tracings, plans, specifications and maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work required in the Contract; all such information and documentation to be termed "Data" under this Contract.
- b. All Data procured hereunder for the work funded by ADOT shall become the property of ADOT and delivered to ADOT upon request, and shall not be used or released by the Consultant or any other person except with the prior written approval by the Department; provided that the Consultant shall not be required to retain any Data not requested by ADOT within five (5) years from the date of final payment (*see Initial Closeout Letter, Section 4.41.(a)*) to the Consultant hereunder; and provided further that until such delivery to ADOT, the Consultant agrees to permit ADOT and FHWA representatives to examine and review at reasonable times all Data still in the possession of the Consultant.
- c. All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this Contract are the property of the Department and shall not be used or released by the Consultant or any other person except with the prior written approval by the Department.

#### 4.15 FRAUD AND FALSE STATEMENTS

*cut*

The Consultant understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Consultant represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Consultant and any company that the Consultant represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

#### **4.16 FEDERAL IMMIGRATION AND NATIONALITY ACT**

##### **a. GENERAL**

The Consultant, including all Subconsultants, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the Contract during the duration of the Contract. The Department shall retain the right to perform random audits of Consultant and Subconsultants' records or to inspect papers of any employee thereof to ensure compliance.

The Consultant shall include the provisions of this Section in all its subcontracts. In addition, the Consultant shall require that all Subconsultants comply with the provisions of this Section, monitor such Subconsultants' compliance, and assist the Department in any compliance verification regarding its Subconsultant(s).

##### **b. COMPLIANCE REQUIREMENTS**

The Department retains the legal right to inspect the papers or records of the Consultant and its Subconsultants who works on this Contract to ensure compliance with A.R.S. §41-4401, Government Procurement, E-Verify Requirements; Sanctions.

By submission of an SOQ proposal, the Consultant warrants that the Consultant and all proposed Subconsultant(s) are and shall remain in compliance with:

1. All federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the Contract; and
2. A.R.S. §23-214 (A) which states "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer."

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract, and the Consultant and its Subconsultant(s) are subject to sanctions specified in Section D below.

Failure to comply with a Department audit process to randomly verify the employment records of Consultant and Subconsultants shall be deemed a material breach of the Contract, and the Consultant and Subconsultants are subject to sanctions specified in Section D below.

##### **c. COMPLIANCE VERIFICATION**

CHP

The State may, at its sole discretion, require evidence of compliance from the Consultant and its Subconsultant(s).

Should the Department request evidence of compliance, the Consultant shall complete and return the Consultant Employment Record Verification Form and Employee Verification Worksheet provided by the Department, no later than 21 days from receipt of the request for such information.

Listing of the compliance verification procedure specified above does not preclude the Department from utilizing other means to determine compliance.

The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Consultant and its Subconsultant(s) is/are complying with the warranty specified in this Section.

d. **SANCTIONS FOR NONCOMPLIANCE**

For purposes of this paragraph, noncompliance refers to either the Consultants or its Subconsultants' failure to follow the immigration laws or to the Consultant's failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of Contract. At a minimum, the Department shall reduce the Consultant's compensation by \$10,000 for the initial instance of noncompliance by the Consultant or its Subconsultant(s). If the same Consultant or its Subconsultant(s) is in noncompliance within two (2) years from the initial noncompliance, the Consultant's compensation shall be reduced by a minimum of \$10,000 for each instance of noncompliance. The third instance by the same Consultant or its Subconsultant(s) within a two (2) year period may result in addition to the minimum \$50,000 reduction in compensation, in removal of the offending Consultant or its Subconsultant(s), suspension of work in whole or in part or, in the case of a third violation by the Consultant, termination of the Contract for default. Instances of noncompliance are counted on a firm-wide basis, not on a contract-by-contract basis.

In addition, the Department may declare the Consultant or its Subconsultant(s) who is in noncompliance three times within a two (2) year period ineligible to perform on any Department Contract for up to one (1) year. For purposes of considering a declaration of ineligibility: (1) noncompliance by a Subconsultant does not count as a violation by the Consultant; and (2) the Department shall count instances of noncompliance on other Department Contracts.

The sanctions described herein are the minimum sanctions. In case of major violations, the Department reserves the right to impose any sanctions including and up to termination and debarment, regardless of the number of instances of non-compliance.

Any delay resulting from compliance verification or a sanction under this subsection is a non-excusable delay. The Consultant is not entitled to any compensation or extension of time for any delays or additional costs resulting from compliance verification or a sanction under this Section.

An example of the minimum sanctions under this subsection is presented in the table below:

Offense by:			Minimum Reduction in Compensation
Consultant	Subconsultant A	Subconsultant B	
First			\$10,000
	First		\$10,000
	Second		\$50,000
		First	\$10,000
	Third		\$50,000*

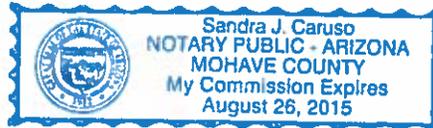
\* May, in addition, result in removal and debarment of the Subconsultant.

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

ARCHITECT

GREG FRITZ PRINCIPAL ARCHITECT  
SEABURY FRITZ ARCHITECTS, INC

State of Arizona )  
County of Mohave ) ss



Subscribed and Sworn to

Before me this 10 day of March, 2015.

Sandra J. Caruso

My Commission Expires: Aug 26, 2015 Notary Public

[Signature]  
CITY OF KINGMAN, ARIZONA  
RICHARD ANDERSON, MAYOR

Attest:  
[Signature] SYDNEY MUHLE, CITY CLERK



*CAF*

2 2

CAF

CITY OF KINGMAN

City project # ENG12-026

Professional Architectural Services

# EXHIBIT A

## Scope of Work

**EXHIBIT A . Scope of Work**

**PROJECT** Kingman Powerhouse Visitors Center & Museum Renovation

**CITY OF KINGMAN**  
**City project # ENG12-026**  
**Professional Architectural Services**

**PN 1471**

**DATE 3.5.15**

**SCOPE OF WORK**

	DISCIPLINE						ITEM
	A	ADA	S	M	P	E	
0 00							<u>FLOOR PLAN</u>
1 00	H						<u>MAIN HALLWAY</u>
2 00	X	X					ADD Directional signage
3 00	X						ADD Elevator wall signage "KINGMAN"
4 00	X						ADD Wall display, beyond elevator
5 00	X						ELIMINATE Steel gates & railings to the extent feasible
6 00	X						REMODEL Paint remaining railing to blend
7 00	X	X	X				ADD Screen wall at stairway
8 00	X						ADD Scenic wall photographs, end west wall, foam core, framed to match existing, minimize disruption to existing concrete walls
9 00							
10 00	H						<u>VISITOR CENTER</u>
11 00	X	X				X	REMODEL Relocate and improve Information Desk
12 00	X	X		X		X	REMODEL Convert rooms behind Info Desk – Staff Work Room, Office, Storage
13 00	X						ADD Entry photographs, foam core, framed to match existing, minimize disruption to existing concrete walls
14 00	X	X					REMODEL Westerly hallway between Main Hallway & Back Meeting Room exit into Visitors Center – review existing, incorporate hallway space into new Staff Work Room, Office, Storage
15 00	X						ADD Local area merchant displays
16 00	X						ADD Two sided literature display
17 00	X						ADD Wall display, local restaurants & lodging
18 00	X	X				X	ADD Café and vending area, seating for 9, existing office demolished, relocate existing overhead train track
19 00	X						ADD Incorporate merchandise layout near Information desk
20 00	X			X			REMODEL Relocate existing Office ductwork northerly to Visitors Center entry
21 00	X		X	X			ADD Add evaporative cooling ductwork from existing cooler at south wall, extend ductwork into Visitors Center, provide winterization damper at exterior
22 00	X					X	REMODEL Lower existing lighting in Visitors Center to the extent feasible
23 00	X					X	ADD Add lighting at lower elevation, approximately 10', in Visitors Center
24 00	X						ADD Roadway map with brochure display, Route 66, Northern Arizona, Southern Arizona, locate near entry
25 00	X						ADD Add lockable surface, locate near entry
26 00							
27 00	H						<u>VISITORS CENTER / ENTRY</u>
28 00	X	X	X				ADD Storefront demising Visitor Center and Entry; sliding doors
29 00	X						REMODEL Enlarge Gift Shop windows
30 00							
31 00	H						<u>SECOND FLOOR</u>
32 00	X		X			X	ADD Entrance counter, overhead canopy, and back wall graphic
33 00							

**EXHIBIT A . Scope of Work**

**PROJECT** Kingman Powerhouse Visitors Center & Museum Renovation

CITY OF KINGMAN  
 City project # ENG12-026  
 Professional Architectural Services

PN 1471

DATE 3.5.15

**SCOPE OF WORK**

	DISCIPLINE						ITEM
	A	ADA	S	M	P	E	
34.00	H						<u>REMODELING EXTERIOR &amp; GROUNDS</u>
35.00	X						REMODEL Paint trim
36.00							DELETE FROM SCOPE Single arched shade structure at southerly parking lot area adfronting railroad, with water mist
37.00	X	X					ADD Seating and trash containers
38.00							
39.00	H						<u>GRAPHIC . COLOR . FINISH</u>
40.00	X						The graphics, color, and finish specifications based on the Thayer recommendations.
41.00	X						Powerhouse Visitor Center Logo Design
42.00	X						Crossroads Café Logo Design
43.00	X						Fabric Banner Concepts
44.00	X						Directional Signage
45.00	X						Color Palette
46.00							
47.00	H						<u>SDG</u>
48.00	X		X			X	ADD Solar powered information kiosk
49.00							
50.00							

- DISCIPLINE
- A ARCHITECTURAL
  - ADA AMERICANS WITH DISCIBILITIES ACT
  - S STRUCTURAL
  - M MECHANICAL
  - P PLUMBING
  - E ELECTRICAL

*clp*



*Structural  
Grace, Inc*

March 5, 2015

Mr. Greg Fritz  
Seabury Fritz Architects, Inc.  
5902 Highway 95, Suite 106  
Fort Mohave, AZ 86426

Re: Kingman Powerhouse Project

Dear Greg,

This letter presents our proposed scope and fee estimate to perform the design review of the structural items outlined in your proposal request (attached) and described below:

1. Indoor non load bearing screen wall at stairway – review only of approximately 15ft x 12ft, metal or wood framing, attached to floor and stairway
2. Ductwork hanging system – review only of hanging system
3. Indoor visitor center storefront – review only of steel wall frame for doorway into Visitor Center
4. Indoor overhead canopy – review only of framing and connections
5. Outdoor information kiosk shaft foundation design

In addition, a maximum of one project meeting in Kingman, four telephonic meetings and limited post-design services (a maximum of 2 RFI's) are included in our fee estimate.

**Assumptions:**

1. The structures will be designed per the International Building Code, 2012 Edition.
2. The information below will be provided to Structural Grace in a timely manner.
3. The existing concrete flooring, walls and staircases are suitable for attachments and anchoring systems.
4. The new ductwork can be supported from the overhead roof trusses or other structural roof members.
5. Only two project submittals in pdf format will be required.
6. Only one on-site meeting and four telephonic meetings are required.
7. Structural Grace will not be providing any sealed plan sheets, special provisions or quantities.

**Information Supplied to Structural Grace, Inc.:**

The following items will be supplied by others to Structural Grace, Inc. and is needed to perform the tasks identified in our derivation:

1. Horizontal and vertical geometry for kiosk.
2. Plans sheets, details and loading for review of indoor canopy, screen walls, ductwork hanging system and storefront wall.

808 N. First Street  
Phoenix, Arizona 85004  
(602) 437-2551  
Fax (602) 437-7244  
www.structuralgrace.com

1430 E. Ft. Lowell Rd, Suite 200  
Tucson, Arizona 85719  
(520) 320-0156  
Fax (520) 320-0157

*Unique Approach - Unique Solution*

3. Existing building structure as-builts and materials, including the stairways, concrete floors, existing roof trusses and other roof/ceiling members.
4. Geotechnical report and recommendations.
5. Duct size and loading for hangers.

**Deliverables:**

The following deliverables will be prepared by Structural Grace:

1. Sealed calculation package for structural items 2-5 as listed above (we will not be providing calculations for item 1).

**Meetings:**

There will be a maximum of one Project Meeting in Kingman, Arizona and four telephonic Project Meetings.

**Proposed Fee:**

We propose to perform the above work for a lump sum fee of \$8,688.28. Of the total fee, \$1524.24 is included for one project meeting located in Kingman, Arizona and \$673.12 is included to address 2 RFIs during post-design. This quote is valid for 6 months from date of proposal.

Thank you for the opportunity to work with you and your project team. Please feel free to contact me if you need any additional information.

Sincerely,  
Structural Grace, Inc.



Nathan J. Palmer, PE  
Project Manager

## PROPOSAL

Date: March 4, 2015

Client/Firm: Seabury Fritz Architects, Inc.  
Attention: Greg Fritz  
RE: Power House updates – Kingman, AZ

Dear Greg,

I was pleased to receive your phone call with the opportunity to provide you with a proposal for one of your projects.

The proposal is as follows:

Pioneer Design & Engineering, PLLC (PDE) agrees to perform the following professional services on the above referenced project. Provide complete mechanical load calculations and new duct work layout to reflect the load calculations these load will be based on existing building envelope.

- Provide new mechanical for converting rooms behind Info Desk – Staff Work Room, Office, Storage
- Add evaporative cooling ductwork from existing cooler at south wall, extend ductwork into Visitors Center, provide winterization damper at exterior
- Relocate existing Office ductwork northerly to Visitors Center entry.

### HVAC:

HVAC design shall include complete permit ready plans and specifications for heating, cooling, ventilation exhaust and controls required for a complete and operational system. Complete heat loss calculations shall be performed to size heating and cooling units (or verify unit will meet the demand) unless other sizing criteria are provided by the owner/architect in writing. The system will include interior and exterior zoned independently. At the initial project kick-off, the following information will be coordinated with the architect/owner:

1. Cooling and heating system type(s).
2. Cooling and heating efficiencies required.
3. Air distribution style desired.
4. Exhaust system type(s) and requirements.
5. Ventilation requirements based on occupancies.
6. Control/EMS system requirements.
7. Special reports or energy compliance documentation required.

### CONSTRUCTION ADMINISTRATION:

- Construction administration shall include submittal review, RFI response, and bidder/contractor questions, and bid assistance. These items are included in the fixed fee proposal.
- Additional site visits, including the punch list site visit, are considered an additional service. The client must approve the written Additional Service Agreement (ASA) before the visit can be completed.

### PRE-EXISTING CONDITIONS

Pioneer Design & Engineering, PLLC shall not be responsible for any additional costs incurred by the owner of this project as a result of the following:

1. Serviceability/adequacy of existing water and sewer systems.
2. Pre-existing code and/or health and/or environmental safety violations.
3. Depending on the severity of the existing conditions, PDE may require an Additional Service Agreement (ASA) to complete the requested design.

**FEE BASIS**

Client agrees to compensate Pioneer Design & Engineering, PLLC For such services as follows: This contract shall be a FIXED FEE contract, with the total cost for such services to be a fee of:

	<b>FIXED FEE</b>
<b>Site verification visit:</b>	<b>\$800.00</b>
<b>Mechanical &amp; Plumbing Construction Documents:</b>	<b>\$1,300.00</b>
<b>TOTAL:</b>	<b>\$2,100.00</b>
<b>Site Visits/field observations if required (per visit, per discipline):</b>	<b>\$800.00</b>

**TERMS AND CONDITIONS**

1. The above fee is based upon receiving a signed agreement, which will serve as a notice to proceed. PDE must receive a signed agreement before it will commence work on the above mentioned project.
2. Client is responsible for all delivery charges to get coordination prints/plots and submittals to PDE during design/bid/construction phases of this contract.
3. Payment schedule shall be as follows:
  - a. Client will be invoiced on the completion of project.
4. PDE cannot be held responsible for any contractor change orders, based on our design, if the contractor(s) was utilizing our engineering drawings before the finale permitted drawings were released.
5. PDE can only be held responsible for negligible damages up to the total amount of the engineering fees agreed upon in this contract. If the Engineer inadvertently omits any required item or component of the project from his construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project
6. The following hourly rates are to be used to compute additional services and/or hourly fees for services rendered:
 

Principal	@\$125.00/hr
Registered Engineers	@\$120.00/hr
Drafter	@\$65.00/hr

**General Conditions of the Agreement**

**Standard Care**

In performing its professional services hereunder, Engineer will use that level of care and skill

Initials \_\_\_\_\_ *CHS*

ordinarily exercised, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder.

Risk Allocation

The total liability, in the aggregate, of the Engineer and Engineer's officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of the Engineer's services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Engineer or Engineer's officers, directors, employees, agents and consultants, and any of them, shall not exceed the total compensation received by the Engineer under this Agreement or the total amount of \$50,000, whichever is greater.

In the event the Client is unwilling or unable to limit the Engineer's liability in accordance with the provisions set forth in these General Conditions, then the Client agrees to pay the Engineer a sum equivalent to and additional amount of 5% of the total fee to be charged for the Engineer's services, which sum shall be a "Waiver of Limitation of Liability Charge". This charge is not a charge for insurance of any type, but will be increased consideration for greater risk.

Reuse of Documents

All documents including drawings and specifications prepared by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or on any other project. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer; and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle Engineer to further compensation at rates to be agreed upon Client and Engineer.

Confidentiality

The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend himself or herself from any suit or claim.

Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the Engineer. If payment is to be on a Lump Sum basis, monthly invoices shall be based on the

Initials \_\_\_\_\_ *CHP*

portion of the total services completed during the month as determined by the Engineer. If payment is to be on a Standard Hourly Rate basis, or a Multiplier of direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client does not accept new Standard Hourly Rate schedules adopted by the Engineer on an annual basis, the Engineer may terminate the Agreement and/or cease performing services under the Agreement until paid in full.

Invoices, or any part thereof, which are not paid within thirty (30) days after the date of their issue shall be assessed a service charge at the prime rate plus 1 ½% per month. Client shall pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Engineer in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by the Engineer.

Pioneer Design & Engineering, PLLC shall, at its option, stop all work under this agreement if payment is not received within thirty (30) days of the date on which it is due. Pioneer Design & Engineering, PLLC shall notify the client in writing five (5) days prior to stopping work.

#### Subcontracting

Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.

#### Termination

This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, the Engineer shall be compensated by Client for all services and expenses rendered to the date of termination plus reasonable termination costs to organize Engineer's files and any reasonable expenses incurred by Engineer to coordinate efforts with another party.

#### Construction Responsibility

Neither the professional activities of the Engineer, nor the presence of the Design Professional Engineer or his or her employees and sub consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made Additional Insured's under the General Contractor's General Liability insurance policy.

The Engineer shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall the Engineer be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

#### Probable Costs

Since the Engineer has no control over the cost of labor, materials, or equipment, or over a

Initials \_\_\_\_\_ 

Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Engineer's own experience and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinions of probable cost prepared by Engineer.

Attorney's Fees

In the event of litigation based upon, or arising out of, this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of the Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under the Agreement. This Agreement shall be bound by the governing laws of the State of Arizona. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in Maricopa County, Arizona.

Compliance with Codes and Standards

In the performance of all services to be provided hereunder, Engineer and Client agree to put forth reasonable professional efforts to interpret and comply with codes, regulations and laws in effect as of this Agreement date.

Hazardous Materials

Any hazardous or toxic substances encountered by or associated with services provided by the Engineer for the Project shall at no time be or become the property of the Engineer. Arrangements for handling the hazardous or toxic substances, which are made by Engineer, shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Engineer from and against any and all liability which arises out of the hazardous or toxic substance handling.

Project Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, fires, riots, war or other emergencies or acts of God, failure of any government agency to act in timely manner, failure of performances by the Client or the Client's Contractors or Consultants, or discover of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment of schedule and/or compensation.

Assignment

Initials \_\_\_\_\_

CA

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.

---

If this proposal meets with your approval, please sign and return one copy of this proposal for our records. Pioneer Design & Engineering, PLLC will only proceed with the above project once we have received a written authorization with our proposal attached or a signed copy of this proposal.

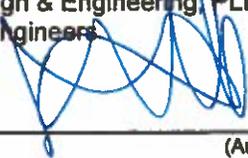
Thank you for this opportunity to provide you with this proposal. We look forward to working with your firm.

Respectfully,



Nathan J. Pies, P.E., LEED AP BD+C  
Pioneer Design & Engineering, PLLC  
Consulting Engineers

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



(Authorized Signature)

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

3-9-15

Initials \_\_\_\_\_





# Project Proposal

Prepared for: Greg Fritz - Seabury Fritz Architects

Prepared by: Steve Sanders, Principal Engineer

Kingman Powerhouse Renovation Project

Wednesday, February 25, 2015

Proposal number: 14-049\_REV1

## Omicron Engineering, PLC

2875 W. Ray Rd., Ste. 6-358 Chandler, AZ 85224

T (480) 634-6877 F 480 393-7130

[omicron.mail@omicron-engineering.com](mailto:omicron.mail@omicron-engineering.com)

[www.omicron-engineering.com](http://www.omicron-engineering.com)

CAF



## General Scope:

Renovate an existing 26,000 sq. ft. visitor center and retail space.

## Objective:

Provide electrical design/construction documents in accordance with the project description "1471 Project-Description.pdf" published by Seabird Fritz Architects. Deliverables will be provided per ADOT Agreement (30/60/95/100%)

## Deliverable:

### Electrical Scope:

Power Plans - Electrical Power floor plan, general power, Electrical One-Line. Panel Schedules. Electrical Details. Load Summary

Lighting Plans - Interior lighting floor plan, lighting schedules.

Site Power Plans - Exterior Electrical Power plan for site or exterior located power. Solar Power for Kiosk

Site Lighting Plans - Exterior Lighting plan for site or exterior located features.

Electronic copies of the final documents and specifications shall be provided. Full size copies shall contain original stamp/signature for review and bidding purposes. Electronic documents in .pdf or "AutoCAD" format shall be provided. As all documents shall be created using 3-D BIM models and parametric data, an electronic copy of the final model shall be made available for an additional fee.

## Pricing & Schedule:

Proposal price shall be a "Lump Sum" price to include all deliverables listed above.

Deliverable Package	Total cost
Electrical Scope	\$ See Schedule of Values

Project completion and deliverables will be based on mutually agreed upon schedule.



## Assumptions:

All utilities are available on site and new utility services (electrical power, natural gas, city water, etc...) will not be required.

Client will provide end-user data on existing equipment - equipment type, size, usage, performance data, etc.

The end-user will provide access to existing 'as-built' documentation on the existing building and facility. Where existing documentation does not exist, the end-user will provide access for field evaluations and documentation of all unknown facility information.

"Solar Power" is limited to the "Kiosk" only. Full ADOT required Solar/PV input will not be provided.

Power will be limited to office equipment and other general power requirements. Power for kitchen equipment, commercial restaurant equipment or large process equipment is not required or included.

Services for other disciplines (Mechanical, Plumbing, Structural, etc..) are not required or included.

Interior Lighting photometrics or "renderings" are not required.

~~Exterior lighting will be for new features (canopies, structures, etc..) only.~~ Site parking lot lighting is not required. Site photometrics are not required.

The project will not require LEED, EnergyStar or any other 3rd Party Certification for design standards and construction.

Final documents will be provided for public bid.

## Exclusions & Exceptions:

The following exceptions and exclusions include -

- Permits/Permit Fees
- Bidding Services
- Taxes
- Commissioning Services
- Construction Administration
- Special Electrical/Structural/Mechanical inspections/reports
- Budgets or Formal budget reports
- Formal Meetings

## General Terms & Conditions:

This proposal is valid for 90 (ninety) days only. If additional time is required for review or approval, please contact Omicron Engineering for a confirmation of pricing, schedule and scope.

Unless otherwise agreed upon - payment terms shall be 30 Days Net. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days





Omicron Engineering, PLC

after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

Reimbursable -

Reimbursable expenses are in addition to the expenses and deliverables noted above and will include delivery and printing. Reimbursable expenses will be invoiced at cost. Additional copies of the deliverable documents are available for an additional charge.

Insurance -

Omicron Engineering carries General Liability, Professional Liability and Automotive Liability Insurance. Additional insurance requirements for the proposed contact are an additional fee that will be invoiced at cost.

"Additionally Insured" Listing - \$150.00

"Waiver of Subrogation" - \$150.00

If this contract meets with your approval, please sign, date and fax back to our office for authorization to proceed (480-634-6877).



## **EXHIBIT B**

### **Cost Proposal and Fee Schedule**

**EXHIBIT B . Cost Proposal & Fee Schedule**

**CITY OF KINGMAN**  
 City project # ENG12-026  
 Professional Architectural Services

**PROJECT Kingman Powerhouse Visitors Center & Museum Renovation**

**PN 1471**

**DATE 3.5.15**

**FEE ALLOCATION**

Fee Summary	Pre Design	Schematic Design	Design Development	Construction Documents	Bidding Negotiation	Construction Admin
Base Architectural Fee	12% \$ 2,447.16	27% \$ 5,465.75	14% \$ 2,802.77	46% \$ 9,220.73		
Subconsultant Fees	18% \$ 4,162.57	16% \$ 4,302.33	25% \$ 6,555.98	39% \$ 10,439.23	3% \$ 716.56	5% \$ 1,433.12
Subconsultant Markup						
Architect BN					100% \$ 658.18	
Architect CA						100% \$ 2,182.50
Consultant BN & CA (Included in base fee)						
Architectural Liability Compensation						
<b>\$ 49,405.05</b>	<b>\$ 7,209.73</b>	<b>\$ 9,768.08</b>	<b>\$ 9,358.75</b>	<b>\$ 19,659.96</b>	<b>\$ 1,374.74</b>	<b>\$ 3,615.62</b>
Travel	\$ 2,145.76					
Reproduction Expenses	\$ 900.00					
Shipping & Mail Expenses	\$ 113.72					
<b>\$ 32,564.53</b>						

Sub Consultant Fees	Pre Design	Schematic Design	Design Development	Construction Documents	Bidding Negotiation	Construction Admin
Survey	0%	0%	0%	0%	0%	0%
Civil Engineering	0%	0%	0%	0%	0%	0%
Structural Engineering	9.5% \$ 825.39	10.0% \$ 868.83	30.0% \$ 2,606.48	45.0% \$ 3,909.73	3.9% \$ 336.56	7.7% \$ 673.12
Structural Drafting	0%	10% \$ 306.00	20% \$ 612.00	70% \$ 2,142.00	0%	0%
Mechanical Plumbing	0%	10% \$ 210.00	20% \$ 420.00	70% \$ 1,470.00	0%	0%
Electrical	30.8% \$ 3,037.18	22.8% \$ 2,017.50	22.8% \$ 2,017.50	22.8% \$ 2,017.50	3.0% \$ 300.00	5.9% \$ 760.00
<b>\$ 26,627.96</b>	<b>\$ 4,162.57</b>	<b>\$ 4,302.33</b>	<b>\$ 6,555.98</b>	<b>\$ 10,439.23</b>	<b>\$ 716.56</b>	<b>\$ 1,433.12</b>

Hourly & Travel Rates	Project Principal	Project Manager	SR PR Architect & SR PR Engineer		Senior Engineer	Senior Designer	CADD	Admin	Trip Hours	Travel Time per Trip		
			Senior Engineer	Senior Designer						Mileage Rate	Mileage	Travel Rate
Architectural	\$ 176.61	\$ 134.11	\$ 129.00	\$ 105.00	\$ 85.00	\$ 56.86		4	\$ 536.44		90	\$ 536.44
Survey												
Civil Engineering												
Structural Engineering		\$ 168.28	\$ 180.12	\$ 161.28	\$ 105.01			8	\$ 1,346.24	\$ 0.52	372	\$ 1,539.68
Structural Drafting												
Mechanical Plumbing		\$ 125.00		\$ 100.00	\$ 50.00			6.4	\$ 800.00			\$ 800.00
Electrical	\$ 85.00			\$ 85.00	\$ 65.00	\$ 25.00		12	\$ 780.00			\$ 780.00

Architectural Staffing Fee Summary			Phase			Labor Class		
Scope of Work	Fee	Hours	Phase	Fee	Hours	Labor Class	Fee	Hours
MAIN HALLWAY	\$ 1,147.50	10.00	Pre Design	\$ 2,447.16	19.00	Project Principal	\$ 1,589.49	9.00
VISITOR CENTER	\$ 14,131.39	121.75	Schematic Design	\$ 5,465.75	46.50	Project Manager	\$ 2,279.87	17.00
VISITORS CENTER / ENTRY	\$ 4,677.25	40.50	Design Development	\$ 2,802.77	24.50	SR PR Architect & SR PR Engineer	\$ 11,610.00	90.00
SECOND FLOOR	\$ 1,147.50	10.00	Construction Documents	\$ 9,220.73	85.50	Senior Engineer	\$ -	-
BUILDING EXTERIOR & GROUNDS	\$ 524.96	4.75	Bidding Negotiation	\$ 658.18	5.00	Senior Designer	\$ 4,567.50	43.50
KIOSK	\$ 1,147.50	10.00	Construction Admin	\$ 2,182.50	16.50	CADD	\$ 1,806.25	21.25
NA	\$ -	-				Admin	\$ 823.98	16.25
	<b>\$ 22,777.09</b>	<b>197.00</b>		<b>\$ 22,777.09</b>	<b>197.00</b>		<b>\$ 22,777.09</b>	<b>197.00</b>

*CFR*

**EXHIBIT B . Cost Proposal & Fee Schedule**

**CITY OF KINGMAN**  
**City project # ENG12-026**  
**Professional Architectural Services**

**PROJECT Kingman Powerhouse Visitors Center & Museum Renovation**

**PN 1471**

**DATE 3.5.15**

---

**Principal** *Quality, delivery*  
**Project Manager** *Leadership, oversight*  
**Senior Architect** *Plan, direct, coordinate, estimating, prepare detailed dwgs, research*  
**Senior Designer** *Technical design*  
**CADD** *Routine drafting*  
**Administration** *Administrative duties*

**PreDesign** *Procure Aerial map or photo, Prepare site plan with Aerial map, Obtain owner data, Permitting requirements, Field measuring, As-built drawings (floor plan and elevations)*

**Schematic Design** *Product & materials research, Demolition plan, Site Plan, Floor Plan, Exterior Elevations, Establish and review budget, Review meetings*

**Design Development** *On site review of existing, HVAC & electrical concept coordination, Coordinate electrical high demand, Review schematic design, coordinate & obtain equipment cut sheets, Value engineering review & consultation, Verify permitting requirements, Coordination with utilities, Site review, Drawing update - incorporating value engineering - demolition plan, site plan, floor plan, exterior elevations, Structural system review & evaluation of the existing system, coordination of demolition planning, Consult & confirm structural, mechanical, plumbing, electrical building systems, Develop sections, reflected ceiling plan, Refine background plans for engineering design, Budget review, Final design review meeting, Outdoor Shade & Kiosk - layout & elevation, Interior layout coordination & incorporation into floor plan design, Exterior facade coordination and elevation update*

**Construction Documents** *Review and coordinate drawings / code compliance, Review any variation / changes & coordinate possible impact on the project design and documentation, Finalize site design, site detailing documentation for construction, Development of building documentation for construction, coordination of engineering design requirements, structural, mechanical, plumbing, & electrical engineering design documentation for construction, specifications for material selections, Coordinate owner supplied items  
Budget review, Construction drawings review meeting, Plan submittal and approval with the City of Kingman, Outdoor Shade & Kiosk construction drawings, Interior improvements construction drawings*

**Bidding & Negotiation** *SFA - Limit to addressing clarifications and Requests for Information only - not to exceed scheduled hours*

*ADOT - Reproduction Procurement, Proposal Documents Distribution, Proposal Conference, Substitutions, Addenda, Proposal Review & Summary, all other necessary tasks*

**Construction Administration** *SFA -- Limit to addressing clarifications and Requests for Information only - not to exceed scheduled hours*

*CITY & ADOT - Site Visits, Travel, Field Reports, Certificate of Payments, Submittal, RFI & Construction Clarifications, Change Orders, Substantial Completion, Final Completion, all other necessary tasks*

EXHIBIT B . Cost Proposal & Fee Schedule

CITY OF KINGMAN  
City project # ENG12-026  
Professional Architectural Services

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

PN 1471

DATE 3.5.15

Architectural Staffing Allocation	Time Allocation	MAIN HALLWAY			VISITOR CENTER			VISITORS CENTER / ENTRY			SECOND FLOOR		
		Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours
<b>Pre Design</b>													
Project Principal	20%	\$ 44.15	\$ 176.61	0.25	\$ 309.07	\$ 176.61	1.75	\$ 88.31	\$ 176.61	0.50	\$ 44.15	\$ 176.61	0.25
Project Manager	15%	\$ 33.53	\$ 134.11	0.25	\$ 234.69	\$ 134.11	1.75	\$ 67.06	\$ 134.11	0.50	\$ 33.53	\$ 134.11	0.25
SR PR Architect & SR PR Engineer	35%	\$ 32.25	\$ 129.00	0.25	\$ 516.00	\$ 129.00	4.00	\$ 161.25	\$ 129.00	1.25	\$ 32.25	\$ 129.00	0.25
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	30%	\$ 26.25	\$ 105.00	0.25	\$ 446.25	\$ 105.00	4.25	\$ 157.50	\$ 105.00	1.50	\$ 26.25	\$ 105.00	0.25
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	0%	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-
<b>Schematic Design</b>													
Project Principal	5%	\$ 176.61	\$ 176.61	-	\$ 176.61	\$ 176.61	1.00	\$ 44.15	\$ 176.61	0.25	\$ 176.61	\$ 176.61	-
Project Manager	10%	\$ 33.53	\$ 134.11	0.25	\$ 335.28	\$ 134.11	2.50	\$ 100.58	\$ 134.11	0.75	\$ 33.53	\$ 134.11	0.25
SR PR Architect & SR PR Engineer	60%	\$ 161.25	\$ 129.00	1.25	\$ 2,064.00	\$ 129.00	16.00	\$ 677.25	\$ 129.00	5.25	\$ 161.25	\$ 129.00	1.25
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	20%	\$ 52.50	\$ 105.00	0.50	\$ 682.50	\$ 105.00	6.50	\$ 236.25	\$ 105.00	2.25	\$ 52.50	\$ 105.00	0.50
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	5%	\$ 14.22	\$ 56.86	0.25	\$ 170.58	\$ 56.86	3.00	\$ 56.86	\$ 56.86	1.00	\$ 14.22	\$ 56.86	0.25
<b>Design Development</b>													
Project Principal	5%	\$ 176.61	\$ 176.61	-	\$ 88.31	\$ 176.61	0.50	\$ 44.15	\$ 176.61	0.25	\$ 176.61	\$ 176.61	-
Project Manager	10%	\$ 33.53	\$ 134.11	-	\$ 167.64	\$ 134.11	1.25	\$ 67.06	\$ 134.11	0.50	\$ 33.53	\$ 134.11	-
SR PR Architect & SR PR Engineer	50%	\$ 64.50	\$ 129.00	0.50	\$ 870.75	\$ 129.00	6.75	\$ 290.25	\$ 129.00	2.25	\$ 64.50	\$ 129.00	0.50
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	30%	\$ 52.50	\$ 105.00	0.50	\$ 525.00	\$ 105.00	5.00	\$ 183.75	\$ 105.00	1.75	\$ 52.50	\$ 105.00	0.50
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	5%	\$ 14.22	\$ 56.86	0.25	\$ 85.29	\$ 56.86	1.50	\$ 28.43	\$ 56.86	0.50	\$ 14.22	\$ 56.86	0.25
<b>Construction Documents</b>													
Project Principal	5%	\$ 44.15	\$ 176.61	0.25	\$ 264.92	\$ 176.61	1.50	\$ 88.31	\$ 176.61	0.50	\$ 44.15	\$ 176.61	0.25
Project Manager	10%	\$ 33.53	\$ 134.11	0.25	\$ 569.97	\$ 134.11	4.25	\$ 201.17	\$ 134.11	1.50	\$ 33.53	\$ 134.11	0.25
SR PR Architect & SR PR Engineer	40%	\$ 193.50	\$ 129.00	1.50	\$ 2,257.50	\$ 129.00	17.50	\$ 741.75	\$ 129.00	5.75	\$ 193.50	\$ 129.00	1.50
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	20%	\$ 105.00	\$ 105.00	1.00	\$ 1,128.75	\$ 105.00	10.75	\$ 367.50	\$ 105.00	3.50	\$ 105.00	\$ 105.00	1.00
CADD	20%	\$ 85.00	\$ 85.00	1.00	\$ 1,126.25	\$ 85.00	13.25	\$ 382.50	\$ 85.00	4.50	\$ 85.00	\$ 85.00	1.00
Admin	5%	\$ 28.43	\$ 56.86	0.50	\$ 284.30	\$ 56.86	5.00	\$ 99.51	\$ 56.86	1.75	\$ 28.43	\$ 56.86	0.50
<b>Bidding Negotiation</b>													
Project Principal	10%	\$ 176.61	\$ 176.61	-	\$ 44.15	\$ 176.61	0.25	\$ 176.61	\$ 176.61	-	\$ 176.61	\$ 176.61	-
Project Manager	10%	\$ 33.53	\$ 134.11	-	\$ 33.53	\$ 134.11	0.25	\$ 134.11	\$ 134.11	-	\$ 33.53	\$ 134.11	-
SR PR Architect & SR PR Engineer	80%	\$ 32.25	\$ 129.00	0.25	\$ 354.75	\$ 129.00	2.75	\$ 129.00	\$ 129.00	1.00	\$ 32.25	\$ 129.00	0.25
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	0%	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	0%	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-
<b>Construction Admin</b>													
Project Principal	10%	\$ 176.61	\$ 176.61	-	\$ 132.46	\$ 176.61	0.75	\$ 44.15	\$ 176.61	0.25	\$ 176.61	\$ 176.61	-
Project Manager	10%	\$ 33.53	\$ 134.11	-	\$ 134.11	\$ 134.11	1.00	\$ 33.53	\$ 134.11	0.25	\$ 33.53	\$ 134.11	-
SR PR Architect & SR PR Engineer	80%	\$ 129.00	\$ 129.00	0.75	\$ 1,128.75	\$ 129.00	8.75	\$ 387.00	\$ 129.00	3.00	\$ 96.75	\$ 129.00	0.75
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	0%	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	0%	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-
		\$ 1,147.50		10.00	\$ 14,131.39		121.75	\$ 4,677.25		40.50	\$ 1,147.50		10.00

SEABURY FRITZ ARCHITECTS

CFP

**EXHIBIT B - Cost Proposal & Fee Schedule**

**CITY OF KINGMAN**  
 City project # ENG12-026  
 Professional Architectural Services

**PROJECT Kingman Powerhouse Visitors Center & Museum Renovation**

**PN 1471**

**DATE 3.5.15**

(included in subconsultant base fee)

Other Direct Expenses	Architectural			Survey			Civil Engineering			Structural Engineering		
	Total	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity
<b>Pre Design</b>												
Travel	\$ 536.44	\$ 536.44	1	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ 2,886	0
Reproduction Expenses	\$ 25.00	\$ 25.00	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0
Shipping & Mail Expenses	\$ 56.86	\$ 56.86	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ 105	\$ 105	0
<b>Schematic Design</b>												
Travel	\$ 536.44	\$ 536.44	1	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ 2,886	0
Reproduction Expenses	\$ 25.00	\$ 25.00	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0
Shipping & Mail Expenses	\$ 56.86	\$ 56.86	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ 105	\$ 105	0
<b>Design Development</b>												
Travel	\$ 536.44	\$ 536.44	1	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ 2,886	0
Reproduction Expenses	\$ 75.00	\$ 75.00	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0
Shipping & Mail Expenses	\$ 56.86	\$ 56.86	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ 105	\$ 105	0
<b>Construction Documents</b>												
Travel	\$ 536.44	\$ 536.44	1	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ 2,886	0
Reproduction Expenses	\$ 900.00	\$ 150.00	6	\$ 25	\$ 25	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0
Shipping & Mail Expenses	\$ 113.72	\$ 56.86	2	\$ -	\$ -	0	\$ -	\$ -	0	\$ 105	\$ 105	0
<b>Bidding Negotiation</b>												
Travel	\$ 536.44	\$ 536.44	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ 2,886	0
Reproduction Expenses	\$ 150.00	\$ 150.00	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0
Shipping & Mail Expenses	\$ 56.86	\$ 56.86	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ 105	\$ 105	0
<b>Construction Admin</b>												
Travel	\$ 536.44	\$ 536.44	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ 2,886	0
Reproduction Expenses	\$ 25.00	\$ 25.00	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0	\$ 25	\$ 25	0
Shipping & Mail Expenses	\$ 56.86	\$ 56.86	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ 105	\$ 105	0
	\$ 3,159		12.00	\$ -			\$ -			\$ -		

**Other Direct Expenses Summary**

	Travel	Repro	Shipping
Architectural	\$ 2,145.76	\$ 800.00	\$ 113.72
Survey	\$ -	\$ -	\$ -
Civil Engineering	\$ -	\$ -	\$ -
Structural Engineering	\$ -	\$ -	\$ -
Structural Drafting	\$ -	\$ -	\$ -
Mechanical/Plumbing	\$ -	\$ -	\$ -
Electrical	\$ -	\$ -	\$ -
	\$ 2,145.76	\$ 800.00	\$ 113.72

AP

**EXHIBIT B . Cost Proposal & Fee Schedule**

**CITY OF KINGMAN**  
 City project # ENG12-026  
 Professional Architectural Services

**PROJECT Kingman Powerhouse Visitors Center & Museum Renovation**

**PN 1471**

**DATE 3.5.15**

Architectural Staffing Allocation		BUILDING EXTERIOR & GROUNDS			KIOSK			NA			NA		
		Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours
<b>Pre Design</b>													
	Project Principal 20%		\$ 176.61	-	\$ 44.15	\$ 176.61	0.25		\$ 176.61	-		\$ 176.61	-
	Project Manager 15%		\$ 134.11	-	\$ 33.53	\$ 134.11	0.25		\$ 134.11	-		\$ 134.11	-
SR PR Architect & SR PR Engineer	35%	\$ 32.25	\$ 129.00	0.25	\$ 32.25	\$ 129.00	0.25		\$ 129.00	-		\$ 129.00	-
	Senior Engineer 0%		\$ -	-	\$ -	\$ -	-		\$ -	-		\$ -	-
	Senior Designer 30%	\$ 26.25	\$ 105.00	0.25	\$ 26.25	\$ 105.00	0.25		\$ 105.00	-		\$ 105.00	-
	CADD 0%		\$ 85.00	-	\$ 85.00	\$ 85.00	-		\$ 85.00	-		\$ 85.00	-
	Admin 0%		\$ 56.86	-	\$ 56.86	\$ 56.86	-		\$ 56.86	-		\$ 56.86	-
<b>Schematic Design</b>													
	Project Principal 5%		\$ 176.61	-	\$ 176.61	\$ 176.61	-		\$ 176.61	-		\$ 176.61	-
	Project Manager 10%		\$ 134.11	-	\$ 33.53	\$ 134.11	0.25		\$ 134.11	-		\$ 134.11	-
SR PR Architect & SR PR Engineer	60%	\$ 96.75	\$ 129.00	0.75	\$ 161.25	\$ 129.00	1.25		\$ 129.00	-		\$ 129.00	-
	Senior Engineer 0%		\$ -	-	\$ -	\$ -	-		\$ -	-		\$ -	-
	Senior Designer 20%	\$ 26.25	\$ 105.00	0.25	\$ 52.50	\$ 105.00	0.50		\$ 105.00	-		\$ 105.00	-
	CADD 0%		\$ 85.00	-	\$ 85.00	\$ 85.00	-		\$ 85.00	-		\$ 85.00	-
	Admin 5%	\$ 14.22	\$ 56.86	0.25	\$ 14.22	\$ 56.86	0.25		\$ 56.86	-		\$ 56.86	-
<b>Design Development</b>													
	Project Principal 5%		\$ 176.61	-	\$ 176.61	\$ 176.61	-		\$ 176.61	-		\$ 176.61	-
	Project Manager 10%		\$ 134.11	-	\$ 33.53	\$ 134.11	0.25		\$ 134.11	-		\$ 134.11	-
SR PR Architect & SR PR Engineer	50%	\$ 32.25	\$ 129.00	0.25	\$ 64.50	\$ 129.00	0.50		\$ 129.00	-		\$ 129.00	-
	Senior Engineer 0%		\$ -	-	\$ -	\$ -	-		\$ -	-		\$ -	-
	Senior Designer 30%	\$ 26.25	\$ 105.00	0.25	\$ 52.50	\$ 105.00	0.50		\$ 105.00	-		\$ 105.00	-
	CADD 0%		\$ 85.00	-	\$ 85.00	\$ 85.00	-		\$ 85.00	-		\$ 85.00	-
	Admin 5%	\$ 14.22	\$ 56.86	0.25	\$ 14.22	\$ 56.86	0.25		\$ 56.86	-		\$ 56.86	-
<b>Construction Documents</b>													
	Project Principal 5%		\$ 176.61	-	\$ 44.15	\$ 176.61	0.25		\$ 176.61	-		\$ 176.61	-
	Project Manager 10%	\$ 33.53	\$ 134.11	0.25	\$ 33.53	\$ 134.11	0.25		\$ 134.11	-		\$ 134.11	-
SR PR Architect & SR PR Engineer	40%	\$ 96.75	\$ 129.00	0.75	\$ 193.50	\$ 129.00	1.50		\$ 129.00	-		\$ 129.00	-
	Senior Engineer 0%		\$ -	-	\$ -	\$ -	-		\$ -	-		\$ -	-
	Senior Designer 20%	\$ 52.50	\$ 105.00	0.50	\$ 105.00	\$ 105.00	1.00		\$ 105.00	-		\$ 105.00	-
	CADD 20%	\$ 42.50	\$ 85.00	0.50	\$ 85.00	\$ 85.00	1.00		\$ 85.00	-		\$ 85.00	-
	Admin 5%	\$ 14.22	\$ 56.86	0.25	\$ 28.43	\$ 56.86	0.50		\$ 56.86	-		\$ 56.86	-
<b>Bidding Negotiation</b>													
	Project Principal 10%		\$ 176.61	-	\$ 176.61	\$ 176.61	-		\$ 176.61	-		\$ 176.61	-
	Project Manager 10%		\$ 134.11	-	\$ 33.53	\$ 134.11	-		\$ 134.11	-		\$ 134.11	-
SR PR Architect & SR PR Engineer	80%	\$ 129.00	\$ 129.00	-	\$ 32.25	\$ 129.00	0.25		\$ 129.00	-		\$ 129.00	-
	Senior Engineer 0%		\$ -	-	\$ -	\$ -	-		\$ -	-		\$ -	-
	Senior Designer 0%		\$ 105.00	-	\$ 105.00	\$ 105.00	-		\$ 105.00	-		\$ 105.00	-
	CADD 0%		\$ 85.00	-	\$ 85.00	\$ 85.00	-		\$ 85.00	-		\$ 85.00	-
	Admin 0%		\$ 56.86	-	\$ 56.86	\$ 56.86	-		\$ 56.86	-		\$ 56.86	-
<b>Construction Admin</b>													
	Project Principal 10%		\$ 176.61	-	\$ 176.61	\$ 176.61	-		\$ 176.61	-		\$ 176.61	-
	Project Manager 10%		\$ 134.11	-	\$ 33.53	\$ 134.11	-		\$ 134.11	-		\$ 134.11	-
SR PR Architect & SR PR Engineer	80%	\$ 32.25	\$ 129.00	0.25	\$ 96.75	\$ 129.00	0.75		\$ 129.00	-		\$ 129.00	-
	Senior Engineer 0%		\$ -	-	\$ -	\$ -	-		\$ -	-		\$ -	-
	Senior Designer 0%		\$ 105.00	-	\$ 105.00	\$ 105.00	-		\$ 105.00	-		\$ 105.00	-
	CADD 0%		\$ 85.00	-	\$ 85.00	\$ 85.00	-		\$ 85.00	-		\$ 85.00	-
	Admin 0%		\$ 56.86	-	\$ 56.86	\$ 56.86	-		\$ 56.86	-		\$ 56.86	-
		\$ 523.96		4.75	\$ 1,147.50		10.00	\$ -		\$ -		\$ -	

**EXHIBIT B . Cost Proposal & Fee Schedule**

**CITY OF KINGMAN**  
 City project # ENG12-026  
 Professional Architectural Services

**PROJECT Kingman Powerhouse Visitors Center & Museum Renovation**

**PN 1471**

**DATE 3.5.15**

(included in subconsultant base fee)

	Structural/Drilling			Mechanical/Plumbing			Electrical			NA		
	Total	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity
<b>Pre Design</b>												
Travel	\$	\$ -	0	\$	\$ 1,600	0	\$	\$ 1,560	0	\$	\$ 1,560	0
Reproduction Expenses	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0
Shipping & Mail Expenses	\$	\$ -	0	\$	\$ 100	0	\$	\$ 85	0	\$	\$ 85	0
<b>Schematic Design</b>												
Travel	\$	\$ -	0	\$	\$ 1,600	0	\$	\$ 1,560	0	\$	\$ 1,560	0
Reproduction Expenses	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0
Shipping & Mail Expenses	\$	\$ -	0	\$	\$ 100	0	\$	\$ 85	0	\$	\$ 85	0
<b>Design Development</b>												
Travel	\$	\$ -	0	\$	\$ 1,600	0	\$	\$ 1,560	0	\$	\$ 1,560	0
Reproduction Expenses	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0
Shipping & Mail Expenses	\$	\$ -	0	\$	\$ 100	0	\$	\$ 85	0	\$	\$ 85	0
<b>Construction Documents</b>												
Travel	\$	\$ -	0	\$	\$ 1,600	0	\$	\$ 1,560	0	\$	\$ 1,560	0
Reproduction Expenses	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0
Shipping & Mail Expenses	\$	\$ -	0	\$	\$ 100	0	\$	\$ 85	0	\$	\$ 85	0
<b>Bidding Negotiation</b>												
Travel	\$	\$ -	0	\$	\$ 1,600	0	\$	\$ 1,560	0	\$	\$ 1,560	0
Reproduction Expenses	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0
Shipping & Mail Expenses	\$	\$ -	0	\$	\$ 100	0	\$	\$ 85	0	\$	\$ 85	0
<b>Construction Admin</b>												
Travel	\$	\$ -	0	\$	\$ 1,600	0	\$	\$ 1,560	0	\$	\$ 1,560	0
Reproduction Expenses	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0	\$	\$ 25	0
Shipping & Mail Expenses	\$	\$ -	0	\$	\$ 100	0	\$	\$ 85	0	\$	\$ 85	0
	\$	\$ -		\$	\$ -		\$	\$ -		\$	\$ -	

Firm: Structural Grace, Inc.  
 Address: 1430 E. Ft. Lowell Road, Suite 100  
 Tucson, AZ 85719  
 Phone: (520) 320-0156  
 FAX: (520) 320-0157

ADOT Contract No.: N/A  
 TRACS No.: N/A  
 Task No.: N/A  
 Prime: Seabury Fritz Architects  
 DBE Status: Active - Certified DBE

**Kingman Powerhouse  
 DERIVATION OF COST PROPOSAL SUMMARY**

**Estimated Direct Labor**

Classification	Estimated Person-Hours	Average Loaded Hourly Rate	Loaded Labor Cost
Project Manager - (Structures)	18	\$ 168.28	\$ 3,029.04
Project Engineer - Senior	17	\$ 180.12	\$ 3,062.04
Architect - Senior	0	\$ 136.37	-
Engineer - Senior	15	\$ 161.28	\$ 2,419.20
Engineer	0	\$ 116.68	-
Designer - Senior	0	\$ 105.01	-
<b>Total</b>	<b>50</b>		<b>\$ 8,510.28</b>

Total Estimated Labor \$ 8,510.28 EC-10

Subtotal \$ 8,510.28

**Estimated Direct Expenses**

(Listed by Item at Estimated Actual Cost – No Mark-up)

Outside Reproduction	\$	-
Outside Messenger Service	\$	-
Personal Mileage	\$	178.00
Miscellaneous	\$	-

Total Estimated Expenses \$ 178.00 EC-30

**Estimated Outside Services and Consultants**

(Listed by Firm or Name at Estimated Cost – No Mark-up)

Firm	Method of Compensation	Cost
None	LS	\$ -

Total Estimated Outside Services \$ - EC-40

Total Estimated Cost to Consultant \$ 8,688.28 EC-40

**TOTAL - LUMP SUM \$ 8,688.28 EC-60**

*Nathan J. Palmer*

Nathan J. Palmer, Project Manager  
 Structural Grace, Inc.

3/4/2015

Date

*aka*

**Kingman Powerhouse  
DIRECT EXPENSE DOCUMENTATION**

**OUTSIDE REPRODUCTION**

**Plan Submittals:**

	Number of Plan Sets		
	Stage IV	Stage V	Final
<b>Half Size Bond Copies</b>			
ADOT Distribution List			
Utilities			
Subconsultants			
Working Sets			
Extra Sets			
<b>Total Sets</b>			
Est. No. of Dwgs/Set	1	1	1
Total Sheets			
		\$	-
		\$	-
		\$	-
<b>Total Costs/Submittal</b>			
	\$ 0.08 /Sheet		
	\$ 1.00 /Set Binding		
		\$	-
		\$	-
		\$	-
		<b>\$</b>	<b>-</b>

**Cross Section Submittals:**

	Number of Plan Sets		
	Stage IV	Stage V	Final
<b>Half Size Bond Copies</b>			
ADOT Distribution List			
Utilities			
Subconsultants			
Working Sets			
Extra Sets			
<b>Total Sets</b>			
Est. No. of Shts/Set	1	1	1
Total Sheets			
		\$	-
		\$	-
		\$	-
<b>Total Costs/Submittal</b>			
	\$ 0.08 /Sheet		
	\$ 1.00 /Set Binding		
		\$	-
		\$	-
		\$	-
		<b>\$</b>	<b>-</b>

**Check Sets:**

	Sheet Count		
	Stage IV	Stage V	Final
<b>Check Sets of Full-Size Bluelines</b>			
No. Of Sheets			
		\$	-
		\$	-
		\$	-
<b>Total Costs/Submittal</b>			
	\$ 0.42 /SF		
		\$	-
		\$	-
		\$	-
		<b>\$</b>	<b>-</b>

**Copying:**

	Est. No. of Shts.	No. of Copies	No. of Submittals	Total Sheets
<b>8.5 X 11 Copies</b>				
Drainage Report				
Str. Selection Rpt.				
Br. Calc's.				
Roadway Calculations				
Specifications				
Bld Schedule				
Cost Estimate				
QA Manuals				
<b>Total 8.5 X 11 Copies</b>				
		\$		
		\$		
		\$		
<b>Total Costs/Copying</b>				
	\$ 0.04 /Copy			
		\$		
		\$		
		\$		
		<b>\$</b>		

**Construction Sets:**

	Est. No. of Shts or Sets	Unit Cost	Total Cost
Scan Dwgs to File		\$	-
Full Size Stapled & Edge Bound		\$	-
Bind full size in 2 vol's.		\$	-
11x17 Intermediate Copies		\$	-
720 11x17, 2 sided, Bond		\$	-
3 hole drill, shrink wrap		\$	-
Estimated Tax		\$	-
<b>SUBTOTAL FOR CONSTRUCTION SETS:</b>			<b>\$ -</b>

**Plotting:**

	Est. No. of Shts or Sets	Unit Cost	Total Cost
Outside Plotting of Full Size Vellums		\$4.00	\$ -
<b>SUBTOTAL FOR PLOTTING:</b>			<b>\$ -</b>

**TOTAL FOR REPRODUCTION:**

Half Size Plan Copies		\$	-
Cross Section Copies		\$	-
Blue-line Check Sets		\$	-
8.5 x 11 Copies		\$	-
Construction Sets		\$	-
Plotting		\$	-
<b>TOTAL OUTSIDE REPRODUCTION:</b>			<b>\$ -</b>

**OUTSIDE MESSENGER SERVICE**

	Est. Trips/ Month	Cost/ Trip	No. of Months	Total Costs
Messenger				\$ -
<b>TOTAL OUTSIDE MESSENGER SERVICE:</b>				<b>\$ -</b>

**MILEAGE**

	Miles	Trips	Miles
Phx - Kingman	400	1	400
<b>TOTAL MILEAGE COST @:</b>		<b>\$0.445 /MILE</b>	<b>\$ 178.00</b>

**MISCELLANEOUS**

	Est. of Number	Cost/ Unit Unit	Total Cost
County Reviews		\$400	\$ -
Surveying Supplies			\$ -
GPS Rental		\$200 per day	\$ -
Traffic Control for Surveying			\$ -
Van Rental for Field Review		\$85 per day	\$ -
PI Printing & Reproduction			\$ -
PI Newspaper Advertisements			\$ -
PI Room Rental & Meeting Supplies			\$ -
PI Postage and Delivery			\$ -
3 Ring Submittal Binders		\$6	\$ -
<b>TOTAL MISCELLANEOUS:</b>			<b>\$ -</b>

<b>TOTAL DIRECT EXPENSES</b>	
Outside Reproduction	\$ -
Outside Messenger Service	\$ -
Mileage	\$ 178
Miscellaneous	\$ -
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 178</b>

*CHP*

Structural Grace, Inc.  
Kingman Powerhouse

Structural Grace, Inc.	NO. SHTS.	TOTAL HOURS	Project Manager	Project Engineer-Senior	Architect Senior	Engineer Senior	Engineer	Designer Senior
<b>Kingman Powerhouse Structural Designs</b>								
<b>General Notes Sheet</b>								
General Notes (in Word format)		2		1		1		
<b>Screen Wall at Stairway</b>								
Screen Wall Review		2		1		1		
<b>Ductwork Hanging System</b>								
Existing Steel Truss/Support System Review		10		5		5		
<b>Visitor Center Storefront Wall Frame</b>								
Framing Review (for sliding doors and wall framing)		8		4		4		
<b>Overhead Indoor Canopy</b>								
Connection and Framing Review		4		2		2		
<b>Information Kiosk Foundation</b>								
Anchor Connection Review		3		2		1		
Foundation Design Review		3		2		1		
<b>Meetings</b>								
Telephonic project meetings (4)		4	4					
Site project meeting (1)		8	8					
<b>Post-Design Services</b>								
RFI Responses (2 max)		4	4					
Correspondence (email and phone only)		2	2					
<b>Total Hours - Structural Grace</b>		<b>50</b>	<b>18</b>	<b>17</b>		<b>15</b>		

CSA



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: September 1, 2015

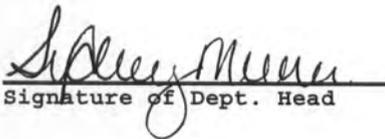
AGENDA SUBJECT: Special Event Liquor License Application

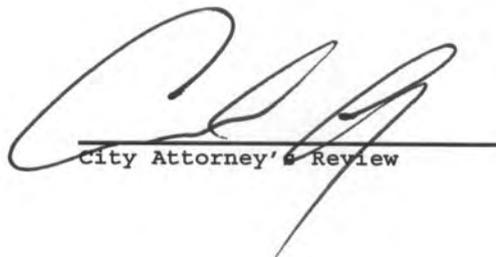
---

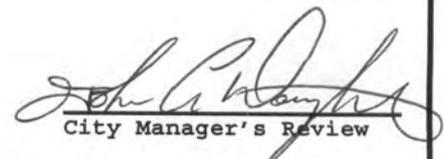
**SUMMARY:** Applicant Rebecca Fawson of Kingman Route 66 Rotary Foundation has applied for a Series 15 Special Event Liquor License for an event to take place Friday, October 2 and Saturday, October 3, 2015 from 10:00 A.M. to 9 P.M. each day at Locomotive Park, Beale Street in Kingman.

**ATTACHMENT:** First page of the Liquor License Application.

**STAFF RECOMMENDATION:** Approve the special event liquor license application.

  
Signature of Dept. Head

  
City Attorney's Review

  
City Manager's Review

AGENDA ITEM: 4i



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: September 1, 2015

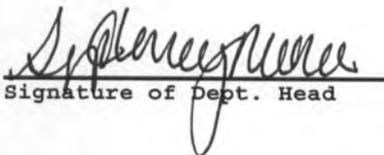
AGENDA SUBJECT: Special Event Liquor License Application

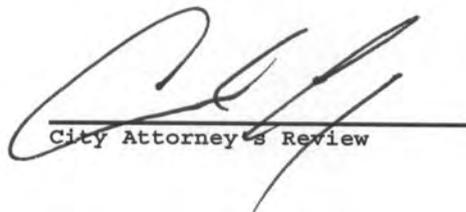
---

**SUMMARY:** Applicant John Patt of Desert Diamond Distillery has applied for a Series 16W Wine Fest/Wine Fair Liquor License for an event to take place Friday, September 25, 2015 from 6 P.M. to 10 P.M., Saturday, September 26, 2015 from 12 P.M. to 10 P.M., and Sunday, September 27, 2015 from 10 A.M. to 4 P.M. at Locomotive Park in Kingman, Arizona.

**ATTACHMENT:** First page of the Liquor License Application.

**STAFF RECOMMENDATION:** Approve the special event liquor license application.

  
Signature of Dept. Head

  
City Attorney's Review

  
City Manager's Review

AGENDA ITEM: 40



# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: September 1, 2015

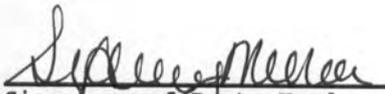
AGENDA SUBJECT: Special Event Liquor License Application

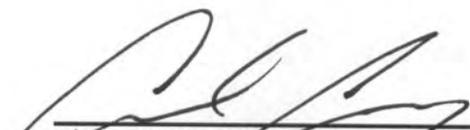
---

**SUMMARY:** Applicant Billy T. Ward of Boys & Girls Club of Kingman has applied for a Series 15 Special Event Liquor License for an event to take place Friday, September 25, 2015 from 4 P.M. to 10 P.M., Saturday, September 26, 2015 from 10 A.M. to 10 P.M., and Sunday, September 27, 2015 11 A.M. to 5 P.M. at Locomotive Park in Kingman.

**ATTACHMENT:** First page of the Liquor License Application.

**STAFF RECOMMENDATION:** Approve the special event liquor license application.

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

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

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

AGENDA ITEM: 4K

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

### APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

**SECTION 1** Name of Organization: Boys & Girls Club of Kingman

**SECTION 2** Non-Profit/IRS Tax Exempt Number: 86-0743950

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

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

**SECTION 4** Will this event be held on a currently licensed premise and within the already approved premises?

Yes  No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

**SECTION 7** Location of the Event: Locomotive Park

Address of Location: Beale St and Andy Devine Ave Kingman, Mohave, AZ 86401

Street

City

County/State

Zip

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

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

1. Applicant: Ward, Billy T

Last

First

Middle

Date of Birth

2. Applicant's mailing address: Kingman, AZ 86402

Street

City

State

Zip

3. Applicant's home/cell phone: (\_\_\_\_) \_\_\_\_\_ Applicant's business phone: (928) 718-0033

4. Applicant's email address: bill@bgckingman.org

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: September 1, 2015

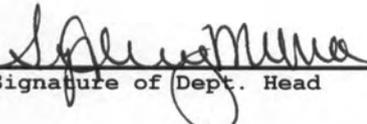
AGENDA SUBJECT: Liquor License Application

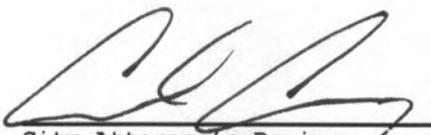
---

**SUMMARY:** Applicant Michael Alexander Campbell of Ruyi Express has applied for a Series 12 Liquor License for a restaurant at 960 W Beale Street.

**ATTACHMENT:** First page of the Liquor License Application.

**STAFF RECOMMENDATION:** Approve the Liquor License Application.

  
Signature of Dept. Head

  
City Attorney's Review

  
City Manager's Review

AGENDA ITEM: 41

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

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

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

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

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

**SECTION 2** Type of ownership:

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

**SECTION 3** Type of license and fees LICENSE #(s): 12083534

1. Type of License(s): series 12

2. Total fees attached:

Department Use Only  
\$ 194.00

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.**  
**The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.**

**SECTION 4** Applicant

1. Owner/Agent's Name:  Mr. CAMPBELL MICHAEL Alexander  
(Insert one name ONLY to appear on license) Last First Middle

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

3. Business Name: RUYI EXPRESS  
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 960 W BEALE ST KINGMAN MOHAVE 86401  
(Do not use PO Box Number) City County Zip

5. Business Phone: (928) 529-5000 Daytime Phone \_\_\_\_\_ Email: N/A

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

7. Mailing Address: \_\_\_\_\_  
City State Zip

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

**DEPARTMENT USE ONLY**

Fees:	<u>100.00</u>	<u>50.00</u>	<u>44.00</u>	<u>194.00</u>
	Application	Interim Permit	Site Inspection	Finger Prints
				\$ <u>194.00</u>
<b>TOTAL OF ALL FEES</b>				

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

Accepted by: SG Date: 7/20/15 Lic. # 12083534

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: September 1, 2015

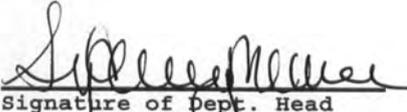
AGENDA SUBJECT: Extension of Premises/Patio Permit Liquor License

---

**SUMMARY:** Applicant Ronald P Campbell of The Garlic Clove has applied for an Extension of Premises/Patio Permit for his Series 12 Restaurant Liquor License for an event to take place October 10, 2015, at 509 Beale Street between 5<sup>th</sup> and 6<sup>th</sup> Streets in Kingman.

**ATTACHMENT:** First page of the Liquor License Application.

**STAFF RECOMMENDATION:** Approve the extension of premises/patio permit liquor license application.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4m

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

FOR DLLC USE ONLY  
Date payment received: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
CSR initials: \_\_\_\_\_

**APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT**  
This application must be returned to the Department of Liquor  
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change: \_\_\_\_\_

Temporary change for date(s) of: 10/10/15 through 10/10/15 List specific purpose for change:

We are holding a large dinner party in the street.

1. Licensee's Name: Campbell Ronald P  
Last First Middle

2. Mailing Address: 509 E. Beale St Kingman Az 86401  
Street City State Zip

3. Business Name: The Garlic Clove License # 07080021

4. Business Address: 509 E. Beale St Kingman Az 86401  
Street City State Zip

5. Contact phone: (928) 279-9977 Business phone: (928) 753-3463

6. Email: thegarliclove@yahoo.com

7. Is extension of premises/patio complete?  
 N/A  Yes  No If no, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Do you understand Arizona Liquor Laws and Regulations?  
 Yes  No

9. Does this extension bring your premises within 300 feet of a church or school?  
 Yes  No

10. Have you received approved Liquor Law Training?  
 Yes  No If yes, when does your Certificate expire? Date: 6/24/13

11. What security precautions will be taken to prevent liquor violations in the extended area?  
Employees will ID guests. temporary fence

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: September 1, 2015

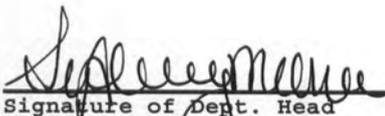
AGENDA SUBJECT: Extension of Premises/Patio Permit Liquor License

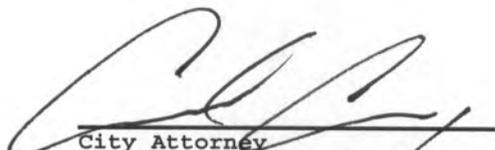
---

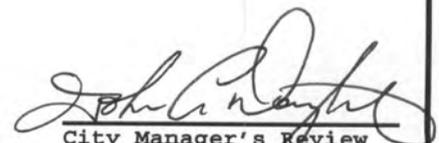
**SUMMARY:** Applicant Alton Floyd of Redneck's Southern Pit Barbeque has applied for an Extension of Premises/Patio Permit for his Series 12 Restaurant Liquor License for an event to take place September 25 - September 27, 2015, at 420 Beale Street in Kingman.

**ATTACHMENT:** First page of the Liquor License Application.

**STAFF RECOMMENDATION:** Approve the extension of premises/patio permit liquor license application.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: 4n

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

FOR DLLC USE ONLY

Date payment received:

\_\_\_\_/\_\_\_\_/\_\_\_\_

CSR initials: \_\_\_\_\_

**APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT**

This application must be returned to the Department of Liquor  
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. A NON-REFUNDABLE \$50 FEE WILL APPLY. Specific purpose for change:

Temporary change for date(s) of: 09/25/15 through 09/27/15 List specific purpose for change:

BEST OF THE WEST RT 66 FESTIVAL

1. Licensee's Name: FLOYD ALTON W  
Last First Middle

2. Mailing Address: 420 E. BEALE ST. KINGMAN AZ 86401  
Street City State Zip

3. Business Name: REDNECK'S SOUTHWEST BBQ License # 12083442

4. Business Address: 420 E. BEALE ST KINGMAN AZ 86401  
Street City State Zip

5. Contact phone: (928) [REDACTED] Business phone: (928) 757-8227

6. Email: REDNECKSBBQ@FRATIGER.NET.NET

7. Is extension of premises/patio complete?  
 N/A  Yes  No If no, what is your estimated completion date?   /  /  

8. Do you understand Arizona Liquor Laws and Regulations?  
 Yes  No

9. Does this extension bring your premises within 300 feet of a church or school?  
 Yes  No

10. Have you received approved Liquor Law Training?  
 Yes  No If yes, when does your Certificate expire? Date: 05/15/2016

11. What security precautions will be taken to prevent liquor violations in the extended area?  
WE WILL POST SIGNAGE, ERECT TAPE WITH BOUNDRIES & HAVE STAFF IN AREAS

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: September 1, 2015

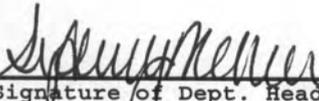
AGENDA SUBJECT: Extension of Premises/Patio Permit Liquor License

---

**SUMMARY:** Applicant Noble Zubaid of Canyon 66 Restaurant & Lounge has applied for an Extension of Premises/Patio Permit for his Series 12 Restaurant Liquor License for an event to take place September 23 - September 27, 2015 at 3100 E Andy Devine Avenue in Kingman.

**ATTACHMENT:** First page of the Liquor License Application.

**STAFF RECOMMENDATION:** Approve the extension of premises/patio permit liquor license application.

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

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

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

AGENDA ITEM: 40

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

FOR LLC USE ONLY
Date payment received: ____/____/____
CSR initials: _____

**APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT**

This application must be returned to the Department of Liquor  
(Notice: Allow 30-45 days to process permanent change of premises)

Permanent change of area of service. **A NON-REFUNDABLE \$50 FEE WILL APPLY.** Specific purpose for change:

Temporary change for date(s) of: 9/23/15 through 9/27/15 List specific purpose for change:  
**We are having a wedding party staying at the Hotel and will be using the Restaurant.**

1. Licensee's Name: 66 on 66 Bar & Grill, LLC dba Canyon 66 Restaurant & Lounge  
Last First Middle

2. Mailing Address: 3100 E Andy Devine Ave Kingman AZ 86401  
Street City State Zip

3. Business Name: Canyon 66 Restaurant & Lounge License # 12083515

4. Business Address: 3100 E Andy Devine Ave Kingman AZ 86401  
Street City State Zip

5. Contact phone: (928) 529-5010 Business phone: (928) 529-5010

6. Email: noblezubaid@gmail.com

7. Is extension of premises/patio complete?  
 N/A  Yes  No If no, what is your estimated completion date? \_\_\_\_/\_\_\_\_/\_\_\_\_

8. Do you understand Arizona Liquor Laws and Regulations?  
 Yes  No

9. Does this extension bring your premises within 300 feet of a church or school?  
 Yes  No

10. Have you received approved Liquor Law Training?  
 Yes  No If yes, when does your Certificate expire? Date: 02/27/18

11. What security precautions will be taken to prevent liquor violations in the extended area?  
**We will have staff on-site during the wedding and reception.**

12. **IMPORTANT:** ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Bob Riley, Director, Economic Development, Kingman Airport Authority, Inc.

MEETING DATE: September 1, 2015

AGENDA SUBJECT: Request for Public Auction of Parcel IV-U-B-F at the Kingman Airport and Industrial Park

---

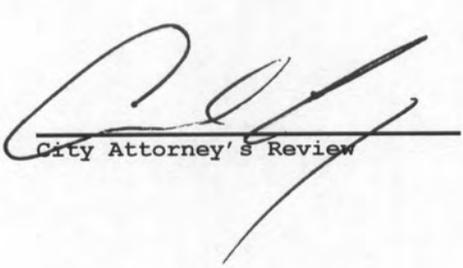
**SUMMARY:** Kingman Airport Authority, Inc. is requesting a Public Auction of Parcel IV-U-B-F at the September 15, 2015 City Council Meeting. This parcel contains 2.93 acres and it has been appraised at One Hundred Thirty Thousand Dollar (\$130,000.00). The anticipated bidder may require ADEQ or EPS permits approving operations on the site.

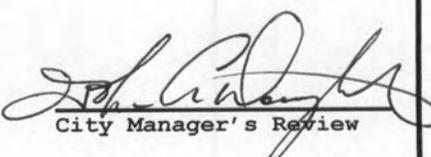
**ATTACHMENT:** Notice of Sale, Map of Site, Real Estate Appraisal Summary

**FISCAL IMPACT:** None

**STAFF RECOMMENDATION:** Schedule a Public Auction of Parcel IV-U-B-F at the Kingman Airport and Industrial Park during the September 15, 2015 regular City Council Meeting.

  
\_\_\_\_\_  
Kingman Airport Authority,  
Inc.

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

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

AGENDA ITEM: 4p

## NOTICE OF SALE

Notice is hereby given that on the 15th day of September, 2015, at 5:30 P.M. in the City of Kingman Council Chambers, 310 N. 4<sup>th</sup> Street, Kingman, Arizona, the City of Kingman will offer for sale and will sell at public auction for cash to the highest bidder; the following described real property, to wit:

**PARCEL IV-U-B-F** at the Kingman Airport Industrial Park described as:

Parcel IV-U-B-F delineated on plat recorded September 21, 2009, at reception number 2009-057769, records of Mohave County, Arizona situate in the southwest one-quarter of Section 26, T. 22 N., R.16 W., G. & S.R.M., Mohave County, Arizona. This parcel contains an area of 2.93 acres, more or less.

All bidders must be pre-qualified in order to submit a conforming bid. Qualifications of bidders will be the exclusive responsibility of Kingman Airport Authority, Inc., and will require submission of an Application to Purchase/Lease Land, application fee and other documentation as deemed necessary no later than 5:00 P.M. (MST), September 11, 2005. Applications may be obtained by contacting Kingman Airport Authority, Inc., 7000 Flightline Drive, Kingman, AZ 86401 (928) 757-2134.

The minimum acceptable sale price of said property is a total of One Hundred Thirty Thousand Dollars (\$130,000.00).

Said sale is upon the following conditions:

1. The successful bidder must pay by cash, cashier's check or wire transfer, the minimum price set for said real property at the time of sale and the balance seven (7) days thereafter;
2. The successful bidder shall construct at least one building a minimum of 2,000 square feet within twelve (12) months of the date of the sale for the purpose of building materials production;
3. The successful bidder shall employ at least three (3) people within twenty four (24) months of the time of sale;
4. The successful bidder shall obtain and comply with all environmental, building and fire permits associated with building materials production facility;
5. The successful bidder shall abide by all provisions of the existing leasehold interest until released by Kingman Airport Authority, Inc.;
6. The successful bidder shall pay an additional Three Thousand Dollars (\$3,000.00) application fee to cover the costs associated with the public auction;
7. The successful bidder must obtain the release of the Kingman Airport Authority, Inc., leasehold interest for said real property within ninety (90) days from the time of

the sale, subject to applicable restrictive covenants;

8. The successful bidder hereby binds himself to all conditions and reservations noted herein and similarly binds his heirs, successors and assigns;
9. A breach of any of the foregoing conditions shall cause said property to revert to the City of Kingman.

Further said sale is with the following reservations and conditions:

1. The City of Kingman reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property conveyed hereunder together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the same airspace for landing on, taking off from or operating on Kingman Airport;
2. The successful bidder by accepting this conveyance expressly agrees for itself, its successors and assigns that it will not erect or permit the erection of any structure, building, object of natural growth, or other obstruction on the real property conveyed hereunder above a height of three thousand, five hundred and ninety six (3,596) feet above mean seal level (MSL) elevation. In the event the aforesaid covenant is breached, the City of Kingman reserves the right to enter on the real property conveyed hereunder and to remove the offending structure or object and to cut the offending natural growth, all of which shall be at the expense of the successful bidder;
3. The successful bidder, by accepting this conveyance, expressly agrees for itself, its successors and assigns, that it will not make use of the real property conveyed hereunder in any manner which might interfere with air navigation and communication, and the landing and taking off of aircraft from Kingman Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the City of Kingman reserves the right to enter on the land conveyed hereunder and cause the abatement of such interference at the expense of the successful bidder.

Any sale will be subject to the restrictions recorded in Book 1819 of Official Records, Page 962, as amended periodically.

Any sale will be subject to the approval of the Kingman City Council. Information regarding the sale may be obtained from the Office of the City Clerk, 310 N. 4<sup>th</sup> Street, Kingman, Arizona, or from the Kingman Airport Authority, Inc., 7000 Flightline Drive, Kingman, AZ 86401.

THE CITY OF KINGMAN  
/s/ Richard Anderson, Mayor

Published: September 6, 7, 8, 9, 10 and 11

EXHIBIT A  
PARCEL IV-U-B-F

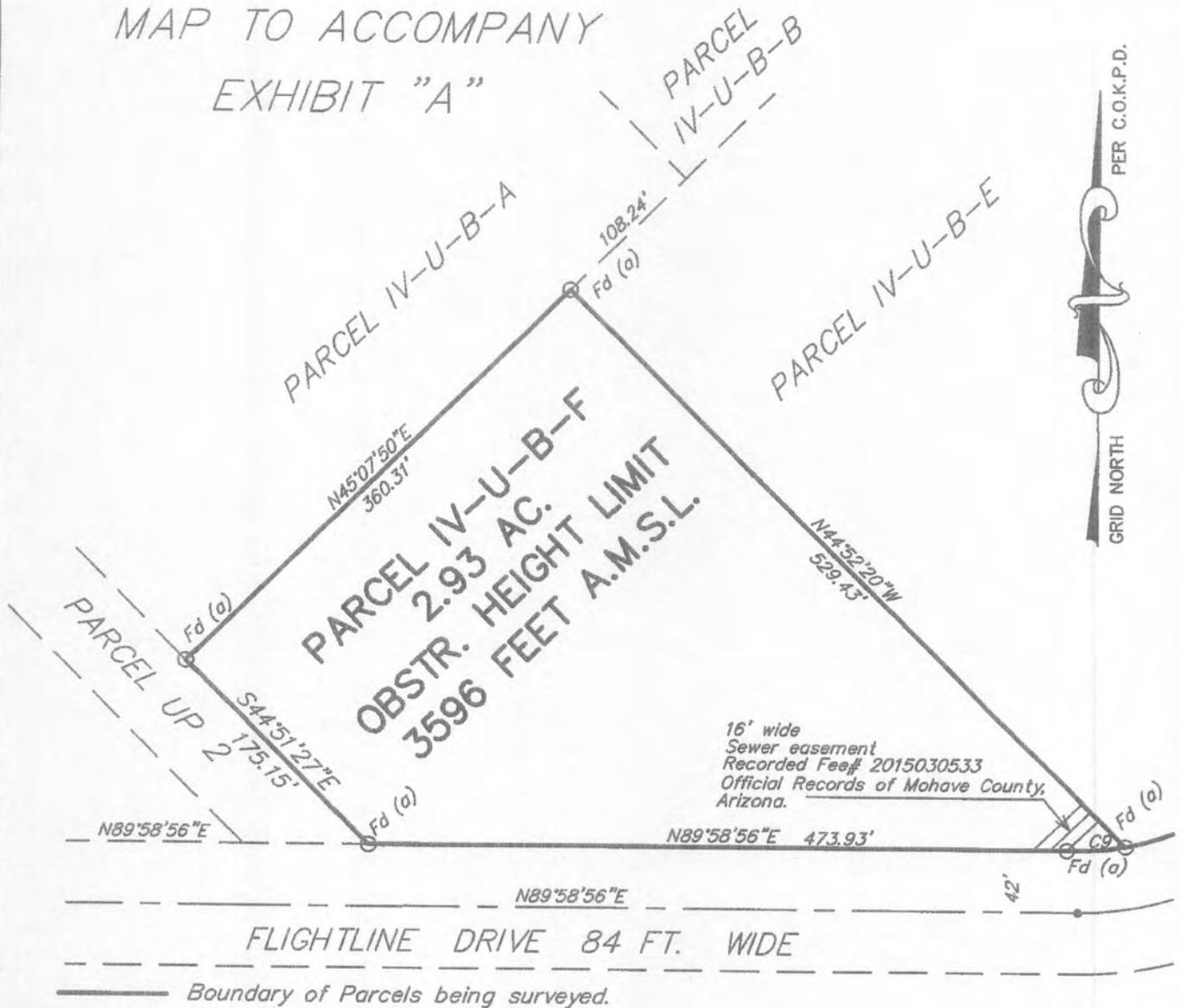
PARCEL IV-U-B-F as delineated on plat recorded September 21, 2009, at reception no. 2009-057769, records of Mohave County, Arizona situate in the southwest one-quarter of Section 26, T. 22 N., R.16 W., G. & S.R.M., Mohave County, Arizona.

This Parcel contains an area of 2.93 Acres More or Less.



Expires 12-31-2016

MAP TO ACCOMPANY  
EXHIBIT "A"



SEE ORIGINAL SEGREGATION & SURVEY OF A PORTION OF THE KINGMAN AIRPORT INDUSTRIAL PARK, PORTION OF REMNANT FOR PARCEL IV-U-B & C SITUATE IN S.26, T.22N., R.16 W., G. & S.R.M. MOHAVE COUNTY, ARIZONA REC# 2009-057769 RECORDS OF MOHAVE COUNTY, ARIZONA.

CURVE DATA TABLE

C9	10° 54' 27"	166.00'	15.85'	31.60'	31.55'	S 84° 31' 46" W
----	-------------	---------	--------	--------	--------	-----------------

Fd (a) = 5/8" REBAR W/Y PLASTIC CAP RLS 23960



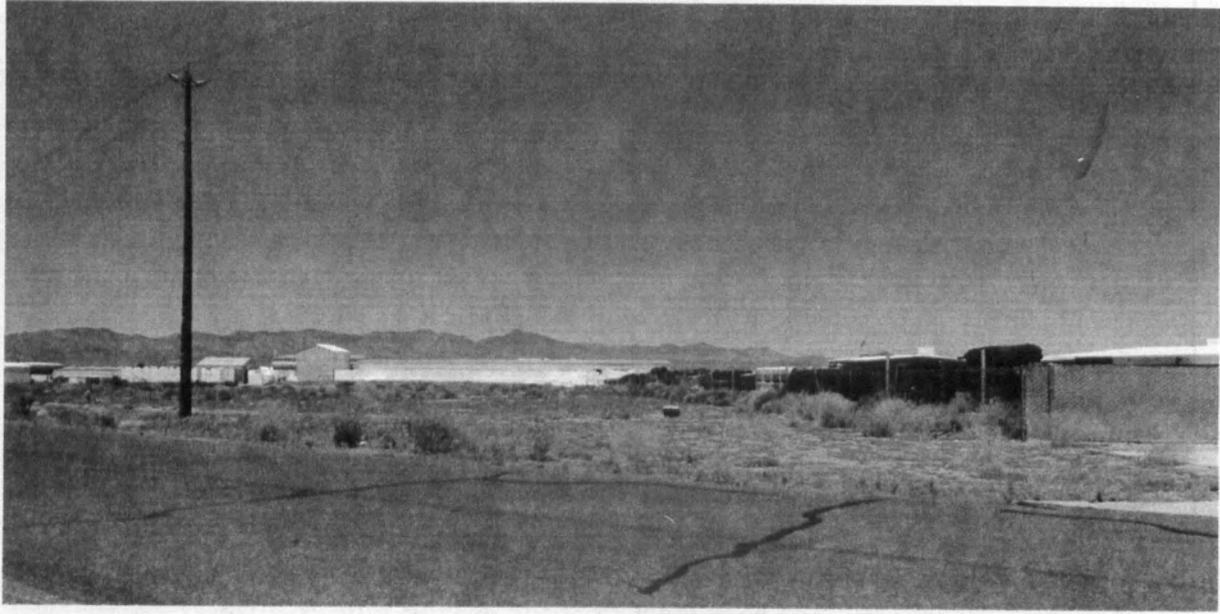
*Rodney G. Ward*  
EXPIRES 12-31-2016

## **DOWNING APPRAISALS**

---

**An Appraisal of a 2.93 acre parcel of  
vacant land being split from the parent parcel located at:**

**Flightline Drive at curve near Santa Fe Drive  
Kingman, Arizona 86401**



Date of Valuation: July 9, 2015

Date of Report: July 23, 2015

Opinion of Value: \$130,000

Appraiser's File Number: DG 15-049

Prepared for:

Kingman Airport Authority, Inc.  
7000 Flightline Drive  
Kingman, Arizona 86401

## **DOWNING APPRAISALS**

820 E Beale St, Kingman, AZ 86401

W: 928-753-4881; C: 928-377-9376 F: 928-753-4883

[Nathaniel-Downing-Appraisals.Com](http://Nathaniel-Downing-Appraisals.Com)

[DowningAppraisals@Gmail.Com](mailto:DowningAppraisals@Gmail.Com)

**July 23, 2015**

**To:** Mr. Robert Riley  
Director Economic Development  
Kingman Airport Authority, Inc.  
7000 Flightline Drive  
Kingman, AZ 86401

**Subject:** Appraisal of a 2.93 acre parcel being split from the parent parcel located on Flightline Drive at curve near Santa Fe Drive at the Kingman Airport Industrial Park, Kingman, AZ 86401; Appraiser's File DG 15-049

Mr. Riley,

In fulfillment of the agreement outlined in the engagement letter, presented herein is an appraisal report of the above referenced subject property. My opinion of value was developed based on the definition of market value presented within the body of the report determined through the appraisal procedures explained in the report.

The purpose of the appraisal was to develop an opinion of the following market values: fee simple estate in an "as is" condition as of the date of site visit on July 29, 2015. This appraisal was a direct engagement by Kingman Airport Authority with Robert Riley as representative for assignment by an independent Arizona Certified General Real Estate Appraiser.

The intended user of this report is Kingman Airport Authority. The intended use of the appraisal report is for property management. The use of this appraisal by anyone other than the stated intended users and for any use other than the stated intended use is prohibited. This copy is being provided to you on the understanding that this appraisal was prepared solely for the benefit of Kingman Airport Authority to assist in determining a market value for the described property. This report, in whole or in part, is non-assignable without the appraiser's prior written consent. Please be aware that any request to "readdress" this report shall require a new assignment from the appraiser.

An environmental study has not been provided for my review. I did not observe any environmental issues at the time of my physical site visit of the subject site. However, I am not qualified to identify and/or detect such issues. The employment of an environmental specialist is recommended if the possibility of contamination is believed to exist. I assume there is no adverse environmental condition present. If however, an environmental hazard is detected, I reserve the right to change my opinions of market value.

This report conforms to the Interagency Appraisal and Evaluation Guidelines, Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA); the

Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation; the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, and the appraisal guidelines and requirements of Kingman Airport Authority with Robert Riley as representative.

Based upon the appraisal process, I have developed an opinion of the market value of the fee simple estate in the subject in an "as is" condition as of July 29, 2015 of:

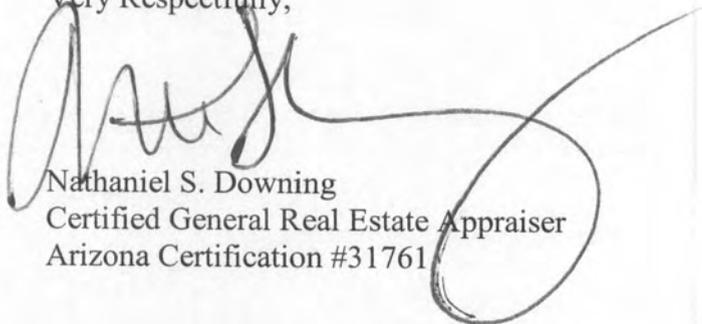
***\$130,000***

***ONE HUNDRED THIRTY THOUSAND DOLLARS***

My opinion of market value is subject to the general assumptions and limiting conditions, and certification presented in the attached report. This report is based on the hypothetical condition that the parcel size is 2.93 acres whereas the subject is still in the process of being split from the parent parcel. No other extraordinary assumptions or hypothetical conditions were made in the completion of this assignment.

Thank you for placing an order with my company. I hope you find my report useful and proficient. I'd be happy to address any questions you have and entertain suggestions. I look forward to working with the Kingman Airport Authority in the future.

Very Respectfully,

A handwritten signature in black ink, appearing to read 'Nathaniel S. Downing', with a large, sweeping flourish extending to the right.

Nathaniel S. Downing  
Certified General Real Estate Appraiser  
Arizona Certification #31761

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Engineering Services

**MEETING DATE:** September 1, 2015

**AGENDA SUBJECT:** Grants of Utility Easement for UniSource Electric, Inc. at Powerhouse SBA cell tower site, 120 Andy Devine Avenue, and C.O.K. Main Water Storage Tank Farm, intersection of Anson Smith Road and White Cliffs Road (Project No. ENG15-057)

**SUMMARY:**

**(Easement at Powerhouse Site)** The City of Kingman is the owner of this 2.2 acre parcel (Parcel 304-18-040) which is the location of the Powerhouse, 120 Andy Devine Avenue. The parcel is located south of Andy Devine Avenue just west of its intersection with N. First Street.

UniSource Electric, Inc. is rebuilding their substation located west of the Powerhouse. Their reconstruction plan calls for a reconfiguration of the power connection to the SBA cell tower site which includes the installation of a new transformer adjacent to the cell tower site and within the City parcel. The proposed easement is not in conflict with any current site functions and improvements. SBA Communications Corporation is leasing the cell tower site from the City of Kingman. This easement request will allow UniSource Electric, Inc. to install a new transformer for the SBA cell tower.

**(Easement at Main Water Storage Tank Farm Site)** The City of Kingman is the owner of this 10.0 acre parcel (Parcel 305-09-008). This parcel is located at the intersection of Anson Smith Road and White Cliffs Road and is outside of the city limits of the City of Kingman. This is the site of the City of Kingman main water tank farm facility.

UniSource Electric, Inc. discovered that their existing overhead power lines crossing this parcel do not have easements. The lines include a power transmission line and a distribution line which serves the City of Kingman water tanks. The proposed easement is for existing utility lines so there are no anticipated conflicts with site access, functions and improvements. This easement request will correct this omission and provided for legal access and placement of these overhead utility lines.

The easement requests have been sent out for City staff review with all comments and concerns addressed. Staff recommends that the utility easement for UniSource Electric, Inc. be granted.

**ATTACHMENTS:** Site Aerial Photos and Utility Easement Agreements

**FISCAL IMPACT:** No cost.

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

Signature of Dept. Head

  
City Attorney  
Approved as to Form  
City Manager's Review

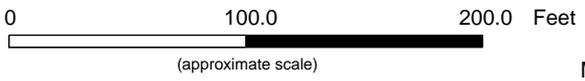
AGENDA ITEM: 49

Aerial Photo - Requested Easement at Powerhouse Site (Parcel 304-18-040)



- Legend**
- City Limits (> 200,000 scale)
  - Mohave County Boundary
  - Surrounding Counties
  - ADOT Mileposts
  - COUNTY Mileposts
  - Highways
  - Main Arterials
  - Collectors
  - Local
  - Railroad
  - Tax Parcel
  - Township/Range
  - Section
- Surface Management**
- AZ Game and Fish
  - Bureau of Land Management
  - Bureau of Reclamation
  - City or County Parks
  - US Forest Service
  - Indian Reservation
  - Military Reservation
  - National Parks
  - Other
  - Private
  - State Parks
  - State Trust
  - National Wildlife Refuge
- Fire Hydrants

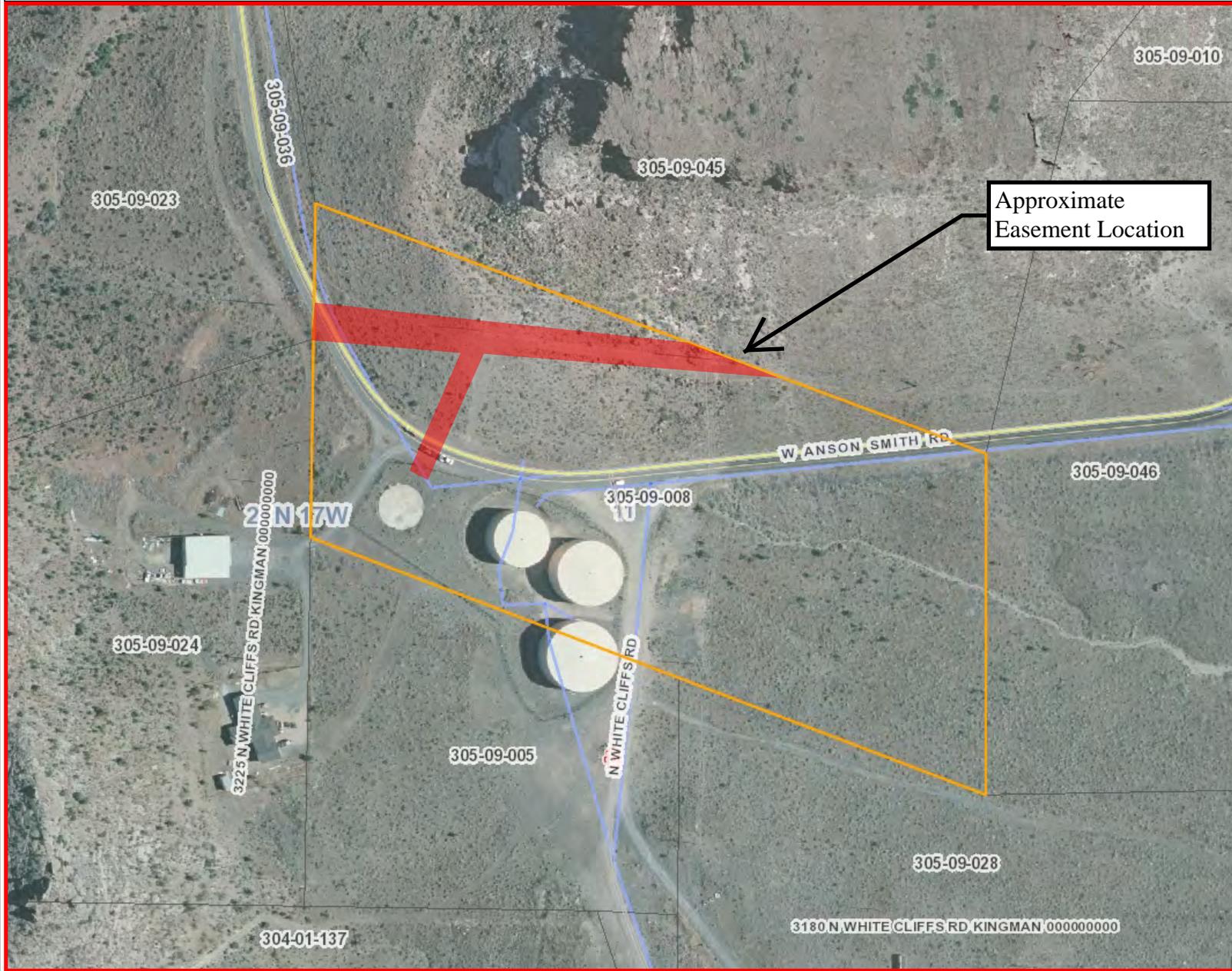
1: 1,200



Map Created: 7/22/2015

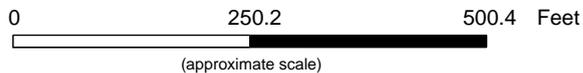
This map is a user generated static output from the Mohave County Interactive Map Viewer and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION, AS A LEGAL DOCUMENT, FOR PROPERTY DESCRIPTIONS, 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:**



- Legend**
- City Limits (> 200,000 scale)
  - Mohave County Boundary
  - Surrounding Counties
  - ADOT Mileposts
  - COUNTY Mileposts
  - Highways
  - Main Arterials
  - Collectors
  - Local
  - Railroad
  - Tax Parcel
  - Township/Range
  - Section
- Surface Management**
- AZ Game and Fish
  - Bureau of Land Management
  - Bureau of Reclamation
  - City or County Parks
  - US Forest Service
  - Indian Reservation
  - Military Reservation
  - National Parks
  - Other
  - Private
  - State Parks
  - State Trust
  - National Wildlife Refuge
- Fire Hydrants

1: 3,003



Map Created: 7/22/2015

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 # - 089E/15-003a  
Type / Rqstr. - Electric / ds  
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 a portion of the Southeast (SE $\frac{1}{4}$ ) quarter of  
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# 089E/15-003a  
AREA: KINGMAN  
REQUESTOR: J.S.

UNS Electric, Inc.  
Utility Easement Agreement  
EXHIBIT A

An easement being a portion of the City of Kingman Powerhouse Visitor Center Parcel as described in the Quit Claim Deed recorded on January 13, 2003 in Book 4335 Pages 336 thru 340 at Reception Number 2003002468, Official Records of Mohave County, Arizona and lying within the Lease Parcel recorded at Reception Number 2002011211, situate in the Southeast ¼ of Section 23, Township 21 North, Range 17 West of the Gila and Salt River Meridian, Mohave County, Arizona. Said easement being more particularly described as follows.

Commencing at the northwest corner of said Powerhouse Parcel, a mag nail with brass tag, R.L.S. 23391; Thence along the westerly boundary of said parcel, also being the easterly boundary of the Unisource Energy Services "South Kingman Substation Parcel", South 14 Degrees 53 Minutes 22 Seconds West (Basis of Bearings, Grid North, NAD83, Arizona State Plane Coordinate System, West Zone, 0203) 268.46 feet to the Point of Beginning (P.O.B.);

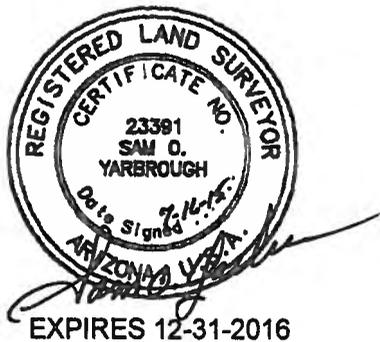
Thence continuing along said boundary South 14 Degrees 53 Minutes 22 Seconds West 16.24 feet to the northerly line of the Ingress, Egress and Utility Easement reserved in the Gift Deed recorded on December 05, 1986 in Book 1270 Pages 962 thru 963, also being the Southerly line of the Lease Parcel as described in the "Memorandum of Land Lease" in Book 3998, Pages 458 thru 462 from which the Southwest corner of said Powerhouse Parcel, a mag nail with brass tag, R.L.S. 23391 Bears: South 14 Degrees 53 Minutes 22 Seconds West 32.48 feet;

Thence along said northerly line of the Ingress, Egress and Utility Easement and the Southerly line of aforesaid Lease Parcel North 82 Degrees 22 Minutes 03 Seconds East 17.37 feet;

Thence North 07 Degrees 37 Minutes 57 Seconds West 15.00 feet;

Thence South 82 Degrees 22 Minutes 03 Seconds West 11.15 feet to the Point of Beginning.

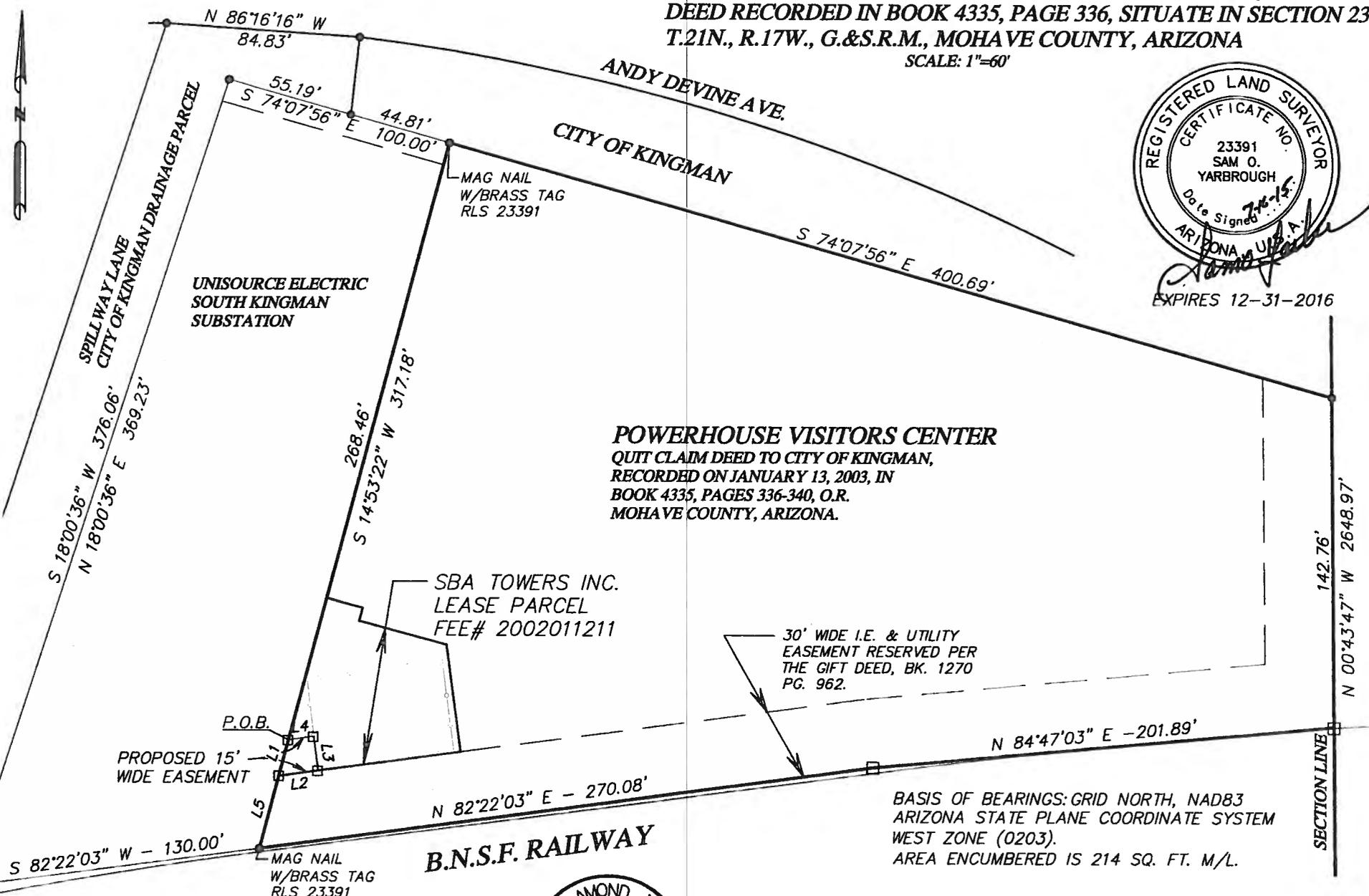
This easement encumbers an area of 214 square feet More or Less.



R/W# 089E/15-003a  
 AREA: KINGMAN  
 REQUESTOR: J.S.

**EXHIBIT B: UNS ELECTRIC INC., UTILITY EASEMENT AGREEMENT  
 BEING A PORTION OF THE PARCEL DESCRIBED IN THE QUIT CLAIM  
 DEED RECORDED IN BOOK 4335, PAGE 336, SITUATE IN SECTION 23,  
 T.21N., R.17W., G.&S.R.M., MOHAVE COUNTY, ARIZONA**

SCALE: 1"=60'



**POWERHOUSE VISITORS CENTER**  
 QUIT CLAIM DEED TO CITY OF KINGMAN,  
 RECORDED ON JANUARY 13, 2003, IN  
 BOOK 4335, PAGES 336-340, O.R.  
 MOHAVE COUNTY, ARIZONA.

30' WIDE I.E. & UTILITY  
 EASEMENT RESERVED PER  
 THE GIFT DEED, BK. 1270  
 PG. 962.

BASIS OF BEARINGS: GRID NORTH, NAD83  
 ARIZONA STATE PLANE COORDINATE SYSTEM  
 WEST ZONE (0203).  
 AREA ENCUMBERED IS 214 SQ. FT. M/L.

LINE	BEARING	DISTANCE
L1	S 14°53'22" W	16.24'
L2	N 82°22'03" E	17.37'
L3	N 07°37'57" W	15.00'
L4	S 82°22'03" W	11.15'
L5	S 14°53'22" W	32.48'



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

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

R/W # - 072E/15-001a  
Type / Rqstr. - Electric / ds  
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 a portion of Southeast (SE¼) quarter  
Section 11, 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# 072E/15-001  
AREA: KINGMAN  
REQUESTOR: D.S.

UNS Electric, Inc.  
Utility Easement Agreement  
EXHIBIT A

An easement being portions of the parcel described as Parcel No. 6 in the Warranty Deed recorded in Book 106 of Deeds, Pages 177 thru 181 on July 26, 1960, Records of Mohave County, Arizona. Said Parcel situate in the Southeast ¼ of Section 11, Township 21 North, Range 17 West of the Gila and Salt River Meridian, Mohave County, Arizona. The centerlines of which are described as follows:

**EASEMENT LINE 1**

A strip of land Fifty (50.00) feet wide, twenty five (25.00) feet on each side of the following described centerline:

Commencing at the Northwest corner of said Parcel 6, an aluminum cap, RLS 23391 from which the Southeast corner of said Section 11 Bears: South 56 Degrees 28 Minutes 34 Seconds East 2510.89 feet;

Thence along the west boundary of said Parcel 6, South 01 Degrees 04 Minutes 56 Seconds West (Basis of Bearings, Grid North, NAD83, Arizona State Plane Coordinate System, West Zone, 0203) 145.20 feet to the Point of Beginning (P.O.B.);

Thence along the centerline of said 50.00 feet wide strip South 82 Degrees 34 Minutes 29 Seconds East 211.55 feet to Point "A";

Thence continuing South 82 Degrees 34 Minutes 29 Seconds East 365.46 feet to a point in the northerly boundary of said Parcel 6, the Point of Terminus (P.O.T.), from which the Northeast corner of said Parcel 6 Bears: South 68 Degrees 53 Minutes 56 Seconds East 389.57 feet.

It is intended the side lines of said 50.00 feet wide strip be extended or shortened so as to begin in the west boundary aforementioned and terminate in the northerly boundary of said Parcel 6.

**EASEMENT LINE 2**

A strip of land twenty (20.00) feet wide, ten (10.00) feet on each side of the following described centerline:

Beginning at Point "A" as described in EASEMENT LINE 1; Thence along the centerline of said 20.00 feet wide strip South 20 Degrees 56 Minutes 06 Seconds West 225.00 feet to the Point of Terminus.

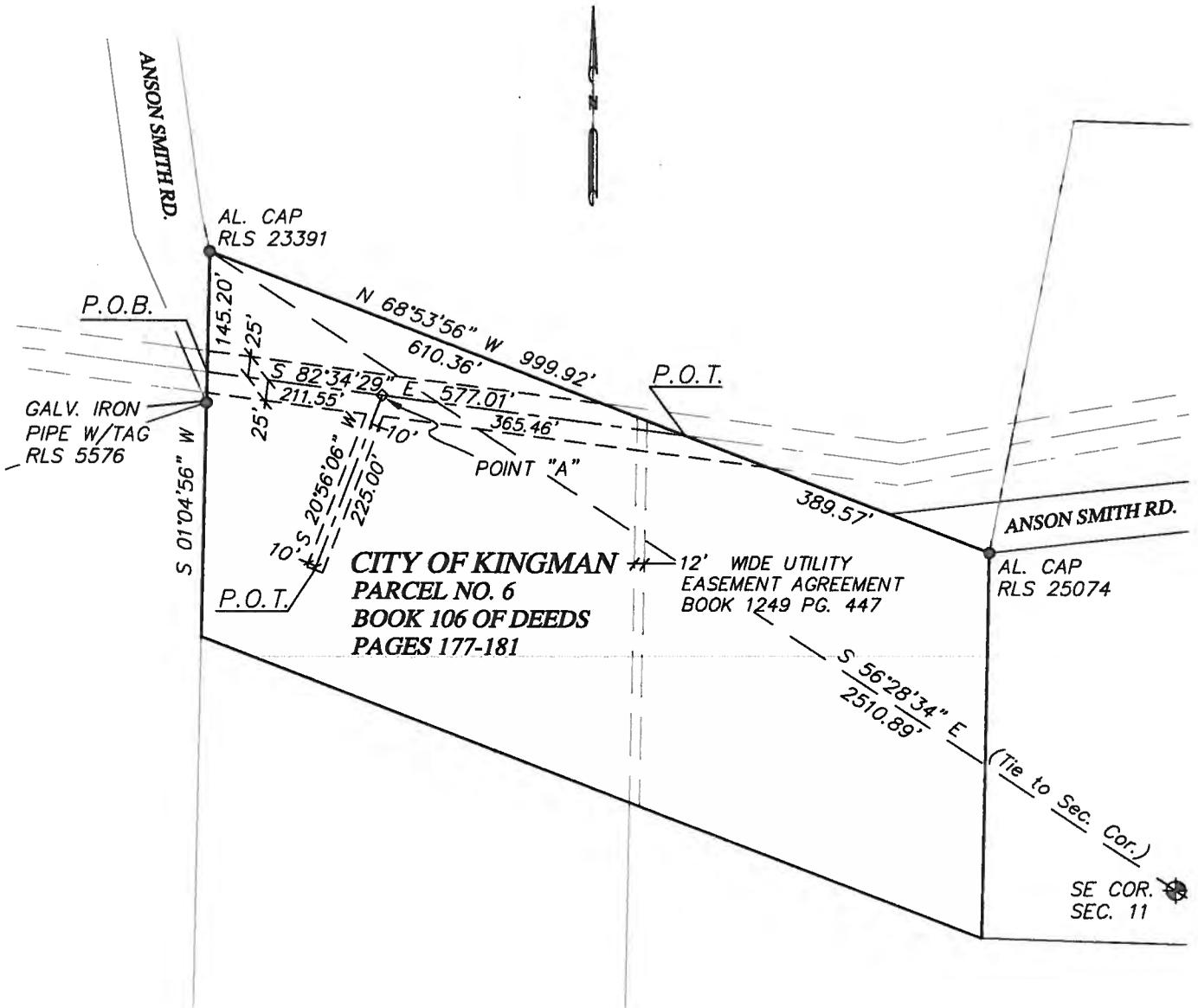
Easement Line 1 and Easement Line 2 combined encumber an area of 0.75 Acres More or Less.



EXPIRES 12-31-2016

R/W# 072E/15-001  
 AREA: KINGMAN  
 REQUESTOR: D.S.

**EXHIBIT B**  
**UNS ELECTRIC INC., UTILITY EASEMENT AGREEMENT**  
**BEING A PORTION OF THAT PARCEL DESCRIBED AS PARCEL NO. 6 IN THE DEED RECORDED**  
**IN BOOK 106 OF DEEDS, PAGES 177-181, SITUATE IN SECTION 11, T.21N., R.17W., G.& S.R.M.,**  
**MOHAVE COUNTY, ARIZONA**  
**SCALE 1" = 200'**



BASIS OF BEARINGS: GRID NORTH, NAD83,  
 ARIZONA STATE PLANE COORDINATE SYSTEM,  
 WEST ZONE (0203).  
 AREA ENCUMBERED = 0.75 ACRES M/L.



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:** September 1, 2015  
**AGENDA SUBJECT:** Presentation of a \$3,750 as the Final Installment to Repay Back the \$5000 Seed Money Granted by the City of Kingman to the Kingman and Mohave Manufacturing Association (KAMMA).

---

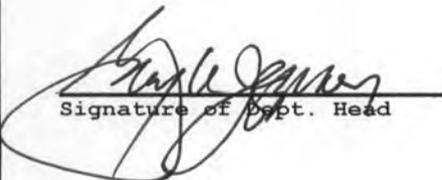
**SUMMARY:** The Kingman and Mohave Manufacturing Association (KAMMA) is a non-profit association of area manufacturers. KAMMA exists to:

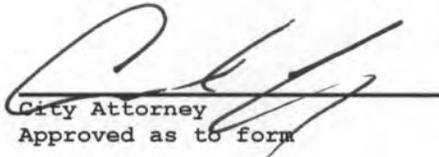
- Strengthen the ability of its manufacturing organizations to improve profitability.
- Capture the synergies of our manufacturing community.
- Work collaboratively to improve the education and skill development streams which feed our community.
- Encourage new manufacturers to bring their new capacity into our region's family of manufacturers.
- Partner with member businesses to provide them with access to human resource, environmental health and safety management, OSHA compliance, training, and employee benefits resources.

On September 4, 2012, the City granted \$5000 to KAMMA as seed to become organized and obtain its non-profit, tax exempt status. Since that time, KAMMA has incorporated and gained its tax exempt status. Membership has grown and the KAMMA wants to repay the grant in one final installment of \$3,750. An oversized check presentation for the final installment is being made at the September 1, 2015 City Council meeting, but the actual check will not be presented to the City until December 2015.

The Chairman of the Board is John Hansen, Chief Operating Officer of Laron Industries.

**ATTACHMENT:** None  
**FISCAL IMPACT:** None. The City will receive a \$3,750 check in December.  
**RECOMMENDATION:** Receive the check

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: Sa

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Council Member Miles

MEETING DATE: September 1, 2015

AGENDA SUBJECT: Restructuring the Hill Top Waste Water Plant loan

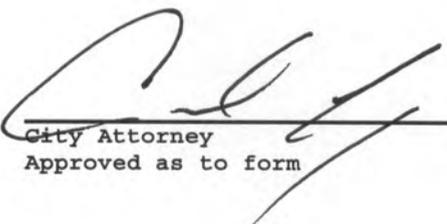
---

SUMMARY: Email attached.

ATTACHMENT: Email requesting Agenda item

STAFF RECOMMENDATION: Staff agrees that the City should try and refinance the loan now before interest rates begin to climb.

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

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

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

AGENDA ITEM: 5b

## John Dougherty

---

**From:** Jen Miles  
**Sent:** Tuesday, August 04, 2015 9:32 PM  
**To:** John Dougherty  
**Subject:** Agenda item for next Council meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello John.

Please place an agenda item on the next Council meeting regarding restructuring the Hilltop Loan from 13 to 15 years at 2.5% interest. The action item is to give Tina authority to approve Tina's submission of a request to WIFA to restructure the loan. My discussions with Tina indicate that move could save the City \$2MM debt and \$300,000 cash flow per year. She doesn't know if they will do it; however, it doesn't hurt to ask.

Please let me know if you have any questions.

Thank you.  
Jen

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Council Member Miles

MEETING DATE: September 1, 2015

AGENDA SUBJECT: Communication to Council form

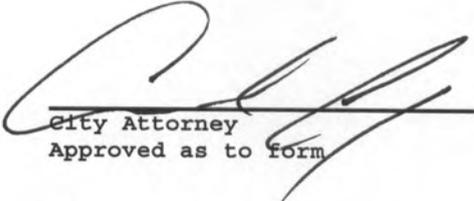
---

SUMMARY: Request that Council address the issue of putting items on the Agenda again.

ATTACHMENT: Email requesting Agenda item

STAFF RECOMMENDATION: Any form the Council wishes to use is fine with staff. The request, as stated at the Council Meeting, is so that it is not left up to interpretation, or misinterpretation, of what the Council Member is requesting.

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

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

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

AGENDA ITEM: *Sc*

## John Dougherty

---

**From:** Jen Miles  
**Sent:** Saturday, August 08, 2015 10:34 AM  
**To:** John Dougherty  
**Cc:** Carl Cooper; Carole Young; Richard Anderson  
**Subject:** RE: CtC form  
**Attachments:** image001.jpg

City Manager Dougherty,

I don't believe this form is appropriate for the City Council members to use to request agenda items. It is created for the public to request items and is addressed to the Mayor and Council. As elected officials, I don't believe we should have to request items from each other. It defeats the purpose of being independent Council members elected to be leaders of this city. In addition, we are the same Council who just agreed that we could request any item to be on the agenda and it will happen.

Please notify the entire Council asap that my real request is that we, as Council, address the issue of putting items on the Agenda again. If we have to submit a form, we should all agreed on the content of the form.

Thank you.

Jen

---

From: John Dougherty  
Sent: Friday, August 7, 2015 8:19 AM  
To: Mayor and Council  
Subject: CtC form

Good Morning Mayor and Council,

As requested by Council Member Miles attached is the Communication to Council form that staff is requesting that you fill out for anything you would like added to the Agenda. If you have any questions please let me know, otherwise it would be appreciated if you would use the form

[Description: [cid:image001.jpg@01C9E07D.010DDF70](#)]

John A. Dougherty  
City Manager  
310 N Fourth St - Kingman, AZ 86401  
Office: (928) 753-8100  
Email: [jdougherty@cityofkingman.gov](mailto:jdougherty@cityofkingman.gov)<<mailto:jdougherty@cityofkingman.gov>>  
Web: <http://www.cityofkingman.gov>



**CITY OF KINGMAN  
COMMUNICATION TO COUNCIL**

**TO:** Honorable Mayor and Common Council

**FROM:** Sydney Muhle, City Clerk

**MEETING DATE:** September 1, 2015

**AGENDA SUBJECT:** Discussion and/or Action Concerning Disbandment of the Tourism Development Commission

---

**SUMMARY:** At the Regular Meeting of April 7, 2015, the Council heard a presentation from Krystal Burge and Tom Spear of the Tourism Development Commission (TDC) concerning possible disbandment. At the Work Session of August 24, 2015, the Council held discussion of this item and requested an action item for the September 1, 2015, Regular Meeting. The Council will discuss and take possible action on the proposal for disbandment of the TDC as well as options regarding a tourism contact with Kingman Visitor Center, Inc.

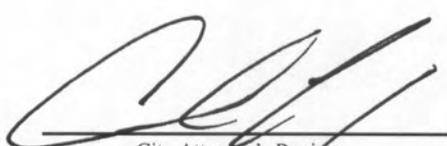
**ATTACHMENT:**

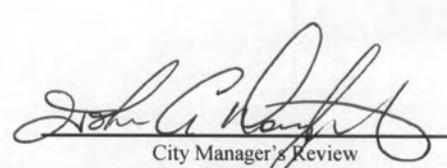
**FISCAL IMPACT:**

**STAFF RECOMMENDATION:** Council discretion.

---

Signature of Department Head

  
City Attorney's Review

  
City Manager's Review

5d

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** John A. Dougherty, City Manager

**MEETING DATE:** September 1, 2015

**AGENDA SUBJECT:** Discussion and possible action concerning Climatec

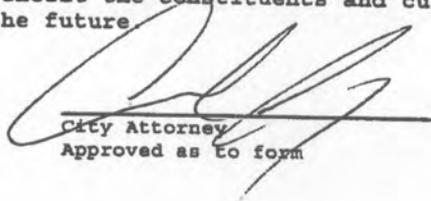
**SUMMARY:** At the recent Council Workshop the Council Members present heard a presentation from Climatec concerning a proposal to assist the City in using savings on utility bills to pay for efficiency improvements. I would remind Council that Climatec informed staff that they are on the state bidders system so it is not required that we put on a request for proposal to other vendors. Some of the clients Climatec has worked with are currently being contacted and CM will have a verbal report ready for Council at the meeting.

**ATTACHMENT:** Climatec Power Point presentation was put in Council Members mail boxes.

**STAFF RECOMMENDATION:** Climatec has been working with staff for several months to do the background work as presented to Council on August 24; therefore, staff's recommendation is to contract with Climatec and come up with a list of projects for Council's approval. This project fulfills one of the goals that the Council set for me to lower expenditures or increase revenues. I believe everyone would agree it is better to lower expenditures rather than any alternative.

**BUDGET IMPACT:** We would need to do bonding or some other form of financing, depending on which projects are chosen and payback anticipated. State statute states that we reach the savings projected or Climatec makes up the difference so impact to the budget now and in the future would be that the city is paying less on utility bills and conserving water, thereby lowering our expenditures for utilities. Not all these savings will be in the General Fund but all will benefit the constituents and customers now and well into the future.

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

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

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

AGENDA ITEM: 5e

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



**TO:** Honorable Mayor and Council Members

**FROM:** Development Services Department

**MEETING DATE:** September 1, 2015

**AGENDA SUBJECT:** Public hearing and consideration of Ordinance No. 1801, amending Section 5.000: RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the *Zoning Ordinance of City of Kingman*.

**SUMMARY:** Hugh P. & Moira J. Gallagher, applicants, have requested a text amendment to Section 5.000 RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the *Zoning Ordinance of the City of Kingman*. The proposed amendment would permit recreational vehicles (RVs) to be allowed by Conditional Use Permit (CUP) within manufactured home parks located in an R-MH zoning district.

Presently manufactured homes are permitted by right on individual lots and within manufactured home parks in the R-MH zoning district. RVs, as defined by the Zoning Ordinance, are allowed in RV parks which are permitted CUP in the C-2 and C-3 zoning districts. Manufactured home parks may be developed in conjunction with an RV park in the C-2 and C-3 districts. However, the use of occupied RVs is not permitted in a manufactured home park in an R-MH district.

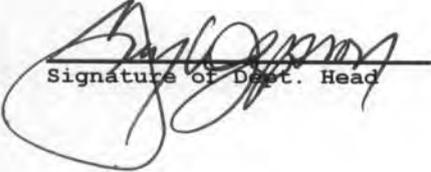
The applicants are interested in allowing RVs within the Kingman Mobile Home Park at 1100 Topeka Street, which they own. If the text amendment is approved, a CUP would need to be separately approved to allow RVs within the park. They would need to adhere to the RV Park standards in Subsection 26.900. The text amendment would allow no more than 40-percent of the park spaces to have RVs, and the space locations must be shown on an approved site plan, among other conditions.

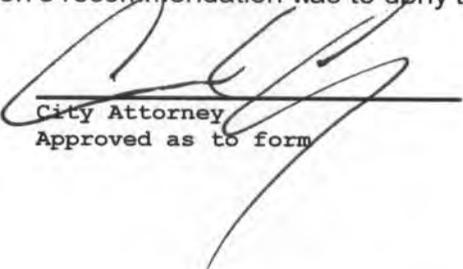
**The Planning and Zoning Commission held the public hearing on August 11, 2015 to consider the proposed text amendment. The commission voted 5-2 to recommend denial of the proposed text amendment.** The commissioners expressed concern regarding the impact of RVs on the manufactured home park and surrounding neighborhoods. A proposed ordinance has been prepared for the Council's consideration based on the requested text amendment and staff recommendations.

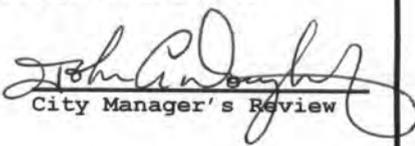
**ATTACHMENT:** Proposed Ordinance No. 1801, P&Z Commission Report.

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

**RECOMMENDATION:** The commission's recommendation was to deny the requested amendment.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: *6ea*

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

## **CITY OF KINGMAN ORDINANCE NO. 1801**

**AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA AMENDING SECTION 5.000 RESIDENTIAL MANUFACTURED HOME AND SECTION 26.900: RECREATIONAL VEHICLE PARKS OF THE *ZONING ORDINANCE OF THE CITY OF KINGMAN*, REGARDING THE ALLOWANCE OF RECREATIONAL VEHICLES BY CONDITIONAL USE PERMIT WITHIN MANUFACTURED HOME PARKS LOCATED IN AN R-MH RESIDENTIAL, MANUFACTURED HOME, ZONING DISTRICT.**

**WHEREAS**, Section 5.000: RESIDENTIAL MANUFACTURED HOME of the *Zoning Ordinance of the City of Kingman*, permits manufactured homes on individual lots by right and permits manufactured home parks as governed by the standards of Subsection 5.400, in the R-MH zoning districts, and

**WHEREAS**, Subsection 26.900: RECREATIONAL VEHICLE PARKS of the *Zoning Ordinance of the City of Kingman* governs the standards under which recreational vehicle parks are permitted by Conditional Use Permit in the C-2 and C-3 zoning districts, and

**WHEREAS**, Subsection 26.930(7) permits a manufactured home park to be developed in conjunction with a recreational vehicle park in a C-2 or C-3 zoning district, and

**WHEREAS**, the use of occupied recreational vehicles is not currently permitted within a manufactured home park in the R-MH zoning districts, and

**WHEREAS**, Hugh P. & Moira J. Gallagher, applicants, have requested a text amendment to Section 5.000 and 26.900 to allow by Conditional Use Permit the use of recreational vehicles within manufactured home parks located within an R-MH zoning district, and

**WHEREAS**, on August 11, 2015, the City of Kingman Planning and Zoning Commission held a public hearing on the requested text amendment to Sections 5.000 and 26.900 of the *Zoning Ordinance of the City of Kingman* and voted 5-2 to recommend denial of the request, and

**WHEREAS**, on September 1, 2015, the Mayor and Common Council of the City of Kingman held a public hearing on the requested text amendment to Sections 5.000 and 26.900 of the *Zoning Ordinance of the City of Kingman*, and

**WHEREAS**, pursuant to Section 31.500 of the Zoning Ordinance of the City of Kingman, the Common Council is authorized to approve the requested text amendment.

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

**SECTION 1.** Section 5.000: RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the *Zoning Ordinance of the City of Kingman* is hereby amended as shown in Attachment "A" with the bold blue underline text to show the additions and red strikeout text to show the deletions.

**SECTION 2.** Penalties for violations of these sections shall be in accordance with Section 1-8 of the Code of Ordinances of the City of Kingman, Arizona.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Common Council of the City of Kingman, Arizona this 1<sup>ST</sup> day of September, 2015.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

# ATTACHMENT “A”

## 5.000 RESIDENTIAL: MANUFACTURED HOME

R-MH-6  
R-MH-8  
R-MH-10  
R-MH-20  
R-MH-40

### 5.100 INTENT AND PURPOSE

This district is intended to set forth appropriate standards for the development of residential manufactured homes in planned integrated manufactured home parks and subdivisions.

### 5.200 GENERAL PROVISIONS

#### 5.210 PERMITTED USES

Home occupations as regulated in Section 24.000, of this Ordinance  
[Manufactured Home Park in the RMH-6 district as regulated by Section 5.400 of this Ordinance](#)

Parks and public playgrounds—publicly owned and operated

Residential group homes for persons with disabilities, in accord with Federal and State Fair Housing laws

Residential manufactured homes; only one manufactured home as defined in this Ordinance may be placed on each lot or parcel of land.

Schools, Private School, Charter School, Pre-Schools or Community Colleges (not providing housing, dormitories or sleeping overnight)

Single-Family, detached dwellings are subject to all provisions of the corresponding R-1 districts, in lieu of a residential manufactured home. No more than one (1) such dwelling shall be permitted on not less than one (1) lot, regardless of size, provided all setback requirements shall be maintained as outlined by this Ordinance. In the case of a manufactured home park, such single-family, detached dwelling unit shall be solely for the use of a caretaker or other person responsible for maintaining or operating the park

Wireless Communication Facilities located or co-located on an existing building or structure, if concealed or camouflaged. Maximum height of all facilities is thirty-five (35) feet. (See also Subsection 36.1000: WIRELESS COMMUNICATION FACILITIES in Section 36.000: GENERAL DEVELOPMENT STANDARDS.)

#### 5.220 ACCESSORY USES TO THE ABOVE PERMITTED USES

Unregulated Day Care Facility

#### 5.230 USES WHICH MAY BE PERMITTED BY CONDITIONAL USE PERMIT

Commercial off-street parking in conjunction with an adjacent permitted commercial use.  
Golf courses, tennis clubs, swimming clubs, and other similar recreational facilities, including restaurants, cocktail lounges, and other related facilities only when associated with and incidental to a golf course, tennis club, or other recreational facility. Such uses shall be permitted only when they are included as a part of the manufactured home park or subdivision design plan and are intended for the use of

the park or subdivision residents. In granting a permit for such activities, the Planning and Zoning Commission shall ensure, through the imposition of appropriate conditions that no interference with the conduct of nearby residential uses occurs.

Municipal or non-profit privately owned recreational buildings and community centers.

Parks and Playgrounds, privately owned and operated but not for profit. This does not include the requirements for recreational facilities required under "PROPERTY DEVELOPMENT STANDARDS FOR MANUFACTURED HOME PARKS" of this section.

Public Assembly, Indoor-General

Public libraries

**Recreational vehicles within a Manufactured Home Park in the R-MH-6 district as regulated by Subsection 26.900: Recreational Vehicle Parks**

Regulated Day Care/Group Facility

Utility and public service uses including: electric substations, fire stations, police substations, telephone exchanges, and telephone transmission equipment buildings.

Wireless communication facilities not located or co-located, concealed or camouflaged and/or antennas, antenna support structures, and communication towers up to a maximum height of one-hundred (100) feet. (See also Subsection 26.100: WIRELESS COMMUNICATION FACILITIES in Section 26.000: GENERAL DEVELOPMENT STANDARDS.)

**5.300 MANUFACTURED HOME SUBDIVISION**

**5.310 PROPERTY DEVELOPMENT STANDARDS:**

For the purpose of regulating lot sizes, dimensions, yards and other development characteristics, requirements for conventional single-family subdivisions of the same density shall apply. For all lands zoned R-MH and intended for subdivision, a numerical designation of six (6), eight (8), ten (10), twenty (20) or forty (40) shall be recorded on the zoning map (e.g. R-MH-6) to correspond to densities in the R-1 districts. Property development standards in R-1 districts shall apply to the corresponding manufactured home districts as follows:

<b>RESIDENTIAL: MANUFACTURED HOME</b>	<b>RESIDENTIAL: SINGLE-FAMILY</b>
R-MH-6	R-1-6
R-MH-8	R-1-8
R-MH-10	R-1-10
R-MH-20	R-1-20
R-MH-40	R-1-40

For lots platted in subdivisions originally recorded prior to January 1, 1945, located in R-MH-6 Zoning Districts, and platted in lot sizes of primarily twenty-five feet by one-hundred feet (25' x 100') or fifty feet by one-hundred feet (50' x 100'), building sites may be used in any configuration for a single-family detached home only. The building site must have a minimum of five-thousand (5,000) square feet and the site width must be a minimum of fifty (50) feet.

**5.320 PERMITS**

All manufactured home setups shall be in accordance with this Ordinance and the Arizona State Division of Manufactured Housing requirements. The installation of a manufactured home whether on a subdivision lot, parcel, or manufactured home park, requires an approved building permit and/or State of Arizona, whichever entity or combination of entities has jurisdiction.

### 5.330 DISTANCE BETWEEN BUILDINGS

The minimum distance between the residential dwelling unit and all detached accessory buildings or structures shall be six (6) feet.

### 5.340 OFF-STREET PARKING

See Section 22.000: OFF-STREET PARKING of this Ordinance.

## 5.400 MANUFACTURED HOME PARK

### 5.410 PROPERTY DEVELOPMENT STANDARDS

**AREA OF MANUFACTURED HOME PARK:** The minimum area for a manufactured home park shall be three (3) acres.

**DENSITY:** There shall be no more than ten (10) manufactured home sites per acre of the park.

**SIZE OF MANUFACTURED SPACE AND YARDS:** Minimum size of space shall be thirty-two-hundred (3,200) square feet, except in areas where individual septic tank systems are used, in which case minimum size of space shall be six-thousand (6,000) square feet.

All manufactured homes and accessory buildings shall be separated by a minimum of six (6) feet.

Each manufactured home space shall have setbacks no less than:

Front – five (5) feet;

Rear – five (5) feet;

Side – five (5) feet

**ACCESSORY BUILDINGS:** Manufactured homes and their accessory buildings (including storage, carports, and/or awnings) shall cover no more than fifty-six percent (56%) of the total lot area. No accessory building shall encroach on any required front, rear, or side setbacks.

**OFF-STREET PARKING:** Off-street parking shall be in accordance with the provisions of Section 22.000: OFF-STREET PARKING.

**WALLS, FENCES, AND LANDSCAPE:** A six (6) foot high opaque screening shall be built along the exterior boundary lines of a manufactured home park, except where determined not necessary by the Planning and Zoning Commission and Common Council. It may be constructed of wood, masonry, shrubbery or screening as found acceptable by the Planning and Zoning Commission and the Common Council.

**RECREATION FACILITIES:** The manufactured home park shall provide not less than three percent (3%) of the gross area of the park for common park and green space (does not include private roads, streets, driveways), consolidated into usable areas that shall be centrally located and easily accessible to all park residents.

Unless the park excludes children under eighteen (18), the facilities shall include playground apparatus; sand pit; and if recommended, pathways for tricycles, roller skating and similar activities.

If a manufactured home park contains a swimming pool or other pool over ten (10) inches deep, it shall be completely surrounded by at least a five (5) foot high wall or chain link fence with a gate, which shall be kept closed at all times and shall be equipped with a self-closing and self-latching mechanism located not less than four (4) feet above grade.

**RECREATIONAL VEHICLES:** Recreational vehicles used for living quarters may be permitted by Conditional Use Permit subject to the regulations of Subsection 26.900: Recreational Vehicle Parks. Recreational vehicle spaces shall comprise no more than 40-percent of the spaces within a manufactured home park when located in an R-MH-6 zoning district. The locations of the RV spaces shall be clearly identified on an approved site plan and recreational vehicles shall not be permitted in spaces designated for manufactured homes. In all zoning districts manufactured homes shall not be permitted on recreational vehicle spaces which do not meet the manufactured home space size requirements per this ordinance.

#### **5.420 UTILITIES AND SERVICES**

**LIGHTING:** Adequate lighting shall be provided as follows:

1. At all interior street intersections.
2. At all guest parking areas.
3. At all recreational areas.
4. At all buildings containing public facilities.

**SERVICE FACILITIES:** Toilet facilities, sanitation facilities, and service buildings shall comply with Arizona Regulations, Chapter 8, ENVIRONMENTAL SANITATION R9-8-541, 542, and 543.

**STORAGE AREAS:** There shall be an area for the parking of boats, **unoccupied** campers, recreational vehicles, and similar vehicles, and an area for utility, maintenance, and/or storage areas equal to one (1) parking space per two (2) lots which shall be screened from view by an opaque wall or fence with a minimum height of five (5) feet. This area shall be paved or graveled.

**DRAINAGE:** Provisions shall be made for the collection and disposal of surface and storm water that originates on or flows onto the premises, in a manner satisfactory to the City Engineer. Grading and drainage plans shall be submitted to the City Engineer for approval, prepared by a certified engineer registered in the State of Arizona.

**OTHER RESTRICTIONS:** No manufactured home shall support a building or roof, except when made of light metal or fiberglass.

**STREETS:** Access to manufactured home park lots shall be by internal private drive and each lot shall be accessible from an approved private street or road. No lot shall have direct access to a public street or road. All internal streets must be improved to minimum City standards (except width). Park street width shall be a minimum of twenty (20) feet.

Entrances to manufactured home parks shall be designated to minimize congestion and traffic hazards through designated driveways and allow free movement of traffic on adjacent streets.

Dead-end streets shall be limited to serve no more than twelve (12) lots and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least sixty (60) feet.

For parks with roads serving more than twelve (12) sites, these roads shall be continuous.

**SIDEWALKS:** Sidewalk, curbs and gutter requirements shall be determined on an individual basis by the City Engineer, Planning and Zoning Commission, and the Common Council during the review process.

**UTILITIES:** Adequate underground water and electrical power shall be provided at each manufactured home site. Gas service shall be provided where available.

**SEWERS:** Sanitary sewage disposal facilities shall be installed to serve each lot and shall connect with the existing public sewer line, unless such sewer line is not easily accessible, in which case individual septic tank systems or a centralized disposal system may be installed which meet the health standards of Mohave County and the State of Arizona

#### **5.430 APPLICATION PROCEDURE**

The following shall be submitted to the Planning and Zoning Director for review:

1. Fifteen (15) copies of a site plan.
2. A grade and drainage report.
3. ~~Two (2)~~ **Five (5)** copies of improvement plans including water and sewer lines, streets, sidewalks, and curbs/gutters.

#### **5.440 REVIEW/APPROVAL PROCESS:**

1. Review by the City Planning and Engineering Staff, and utility companies.
2. Review by the Planning and Zoning Commission.
3. Review and approval by the Common Council.

---

## **26.000 GENERAL DEVELOPMENT STANDARDS**

### **26.900 RECREATIONAL VEHICLE PARKS**

Refer to Figure 2 at the back of this section

#### **26.910 INTENT AND PURPOSE**

This section is designed to provide for recreational vehicle park development in areas compatible with the surrounding uses in an efficient, orderly manner with adequate provisions for open space.

#### **26.920 LOCATION**

Recreational vehicle parks may be allowed by Conditional Use Permit in C-2 (Commercial: Community Business), and C-3 (Commercial: Service Business).

#### **26.930 PERMITTED USES**

1. Recreational vehicle parks with only one (1) recreational vehicle permitted on each space.
2. A single-family residence or manufactured home for the Manager's office and residence.
3. Recreation and social centers, and outdoor recreational facilities.
4. Coin operated laundry facilities, outdoor drying areas, maintenance building and/or facilities.
5. Boat and recreational vehicle storage.

6. Certain accessory structures:
  - a. Recreational Vehicles: covered carports, patio awnings and detached storage areas.
  - b. Manufactured Homes: covered carport, patio awnings, armadas, storage buildings and room additions.
7. A manufactured home park may be developed in conjunction with a recreational vehicle park in a C-2 or C-3 zoning district provided the manufactured home park meets all requirements as set forth in property development standards for manufactured home parks in Subsection 5.400 Manufactured Home Park.
8. Recreational vehicles may be permitted by Conditional Use Permit within a manufactured home park located in an R-MH-6 zoning district, provided all requirements as set forth in the park development standards of this section are met.

### 26.940 PARK DEVELOPMENT STANDARDS

**Size:** The minimum size of a recreational vehicle park shall be two (2) acres in the C-2 and C-3 zoning districts.

**Density:** There shall be no more than fifteen (15) recreational vehicle spaces per acre of the park.

**Lot-Size Park Spaces:** Minimum lot space size for recreational vehicles shall be nineteen-hundred-fifty (1,950) square feet with minimum width of thirty (30) feet and a minimum depth of sixty-five (65) feet. Recreational vehicle spaces shall comprise no more than 40-percent of the total spaces when located within a manufactured home park in an R-MH-6 zoning district. The locations of the RV spaces shall be clearly identified on an approved site plan and recreational vehicles shall not be permitted in spaces designated for manufactured homes. In all zoning districts manufactured homes shall not be permitted on recreational vehicle spaces which do not meet the manufactured home space size requirements per Section 5.400: Manufactured Home Park.

**Setbacks and Separations:** Parking pads or spaces shall be so arranged, as to provide a minimum ten (10) foot separation between vehicles. Parking pads or spaces, which abut on park perimeters, shall have a twenty (20) foot minimum setback from said perimeter.

**Fences:** All recreational vehicle parks shall be provided with opaque screening such as fences or natural growth along the property lines, which shall have a minimum height of six (6) feet, and conform to the fencing requirements of the Zoning Ordinance Section 26.000.

**Off-Street Parking:** No on-street parking shall be permitted within any recreational park. Each lot space shall be provided with a paved or graveled non-tandem parking space.

**Streets and Access:** Access to recreational vehicle park lots spaces shall be by internal private drive and each lot shall be accessible from an approved private street or road. No lot space shall have direct access to a public street or way. Park street width shall be at least twenty (20) feet. All internal streets must be improved to minimum City standards (except width).

Entrances to recreational vehicle parks shall be designed to minimize congestion and traffic hazards through designated driveways and allow free movement of traffic on adjacent streets. An adequate parking area shall be provided at the office area to allow parking during registration.

Dead end streets shall be limited to serve no more than twelve (12) ~~lots~~ spaces and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least sixty (60) feet.

For parks and roads serving more than twelve (12) ~~sites~~ spaces, these roads shall be continuous.

**Sidewalks:** Same as Manufactured Home Park, to be determined on an individual basis.

**Service Buildings:** All service buildings shall be easily accessible to the ~~lots~~ spaces, which they serve and be maintained in a clean and sanitary condition. All service buildings shall be of a permanent construction and in accordance with City requirements. Facilities in service buildings such as lavatories, toilets, showers, etcetera, shall be in accordance with County and State Health Department requirements.

**Sanitary Stations:** Where individual sewer connections are not provided at each ~~lot~~ space, sanitary stations shall be provided for the clean and efficient disposal of waste from all holding tanks and for refilling water storage tanks. Sanitary stations shall be approved by the Mohave County Health Department.

**Recreational Areas:** Each ~~lot~~ space shall be provided with water, electricity, a picnic table, and a concrete fire ring or barbecue in which any open fires must be contained.

There shall be one (1) or more recreational areas, which shall be easily accessible to all park residents, shall be so located as to be free of traffic hazards, and shall be centrally located.

The size of such recreation areas shall be based upon a minimum of two-hundred (200) square feet for each ~~lot-or~~ space and such areas shall not include private roads, streets or driveways. No recreational area shall contain less than twenty-five-hundred (2,500) square feet.

Picnic tables, fire rings, and other optional recreational facilities may be located in communal open spaces rather than on individual ~~lots~~ spaces.

#### **26.950 APPLICATION PROCEDURE**

The following shall be submitted to the Planning and Zoning Director for review:

1. Fifteen (15) copies of a site plan.
2. A drainage report.
3. ~~Two (2)~~ Five (5) copies of improvements plan including water and sewer lines, streets, sidewalks and curbs/gutters.

#### **26.960 REVIEW PROCEDURE**

1. Review by City Planning Staff, Engineering Staff, and utility companies.
2. Review by Planning and Zoning Commission.
3. Review and approval by the Common Council.



**CITY OF KINGMAN**  
**Development Services Department**  
**ZONING ORDINANCE TEXT AMENDMENT CASE: ZO15-002**  
**P&Z Commission Report**

**Applicants:** Hugh P. & Moira J. Gallagher  
1117 Ozone Avenue  
Santa Monica, CA 90405  
(310) 581-0222

**Contact:** Hugh P. Gallagher  
[mhp1117ozone@aol.com](mailto:mhp1117ozone@aol.com)

**Requested Action:** A request to amend Section 5.000: RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the *Zoning Ordinance of the City of Kingman*. The proposed text amendment, if approved, would permit recreational vehicles to be allowed by Conditional Use Permit within manufactured home parks located in an R-MH zoning district.

---

---

### **RECOMMENDATION**

The Planning and Zoning Commission voted 5-2 to recommend denial of amending Section 5.000: RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the *Zoning Ordinance of the City of Kingman* as requested. This was denied on the basis that the occupied use of these RVs could pose a negative impact on a manufactured home park and the surrounding neighborhoods that have permanent housing.

---

---

### **STANDARDS FOR REVIEW**

Section 2.000: Rules and Definitions, Section 5.000: Residential Manufactured Home, Section 26.900: Recreational Vehicle Parks and Section 31.000: Amendments and Zone Changes (See attached).

---

---

### **FINDINGS OF FACT**

1. All R-MH zoning districts allow manufactured homes as permitted uses. Recreational vehicles, as defined, are not among the uses currently permitted by right or by Conditional Use Permit within the R-MH zoning districts.

2. A manufactured home is defined as, "A residential structure, other than a mobile home, recreational vehicle, or factory-built building as defined herein, which is built in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of the Housing and Community Development Act of 1974, as amended, as certified by a regulatory agency of the United States of America or State of Arizona."
3. A recreational vehicle is defined as "A vehicular type unit forty (40) feet or less in length and twelve (12) feet or less in width and less than four-hundred (400) square feet in box area. Primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle."
4. *Subsection 5.400 Manufactured Home Park* governs the development of manufactured home parks. New parks require the submittal of a site plan, grading and drainage report and improvement plans for review by staff and the Planning and Zoning Commission and approval by the City Council.
5. *Subsection 26.900 Recreational Vehicle Parks* governs the conditions and standards under which recreational vehicle parks are permitted within the City of Kingman. RV Parks are only permitted by Conditional Use Permit in the C-2: Commercial, Community Business and C-3: Commercial, Service Business zoning districts. Like manufactured home parks, new RV parks require plan submittals and P&Z Commission review and City Council approval.
6. *Subsection 26.930(7) Recreational Vehicle Parks, Permitted Uses* states that a manufactured home park may be developed in conjunction with a recreational vehicle park provided it meets all of the property development standards for manufactured home parks. The reverse situation where an RV park or RV spaces may be developed in conjunction with an established manufactured home park is not currently permitted in any district.
7. RVs are also not permitted as residences on individual lots within the R-MH zoning districts.

## **BACKGROUND ON TEXT AMENDMENT REQUEST**

The Kingman Mobile Home Park, located at 1100 Topeka Avenue, is zoned R-MH-6: Residential, Manufactured Home, 6,000 square foot lot minimum. Indications are that the park is at least 50-60 years old. The park currently has approximately 70 spaces with 30 manufactured homes and pre-HUD mobile homes, and about eleven units that would be defined as recreational vehicles under the Zoning Ordinance. These would be either smaller park model units and actual RVs or trailers. The remainder of the park spaces is vacant at this time.

According to an e-mail provided by the current park owner, Hugh Gallagher, the park was originally purchased by Mr. Gallagher in April, 1997. Allegedly there were RVs in the park at the time he bought the property.

Around that same time in 1998 the City of Kingman initiated a study of several blocks along Topeka Street and Park Street between South First Street and Southside Park. The purpose of the study, known as the Topeka Street Study, was to identify existing uses and determine

whether these uses fit the current zoning designation. Much of the area at the time was zoned I-1: Light Industry even though most of the uses were residential or commercial in nature. The goal was to place the existing uses into more appropriate zoning districts, thereby reducing the number of uses and structures that were considered to be non-conforming.

In the case of the Kingman Mobile Home Park, the zoning at that time was I-1. This had been the zoning designation since 1971 when the Kingman Zoning Ordinance was adopted and the current districts established. Prior to that time, the property had a general industrial zoning designation that dated back to the mid-1950s when the first zoning was established in Kingman. The I-1 district does not permit manufactured home parks or the use of recreational vehicles as residential units. This meant that the entire park was considered to be non-conforming to the zoning.

As a result of staff and P&Z Commission recommendations, the property was rezoned by the Kingman City Council on August 17, 1998 I-1 to R-MH-6 by Ordinance No. 1182. This meant that any manufactured homes within the park would become conforming to the zoning. However, the rezoning action did not legalize any existing park models or RVs that may have been already located there. Also, the older pre-HUD mobile units in the park remained legal non-conforming uses.

According to the e-mail from Mr. Gallagher, between 1999 and 2013 there were a number of improvements made to the park. These upgrades included new gas lines, new sewer and water lines, and a new electrical system. Additionally many of the older pre-HUD mobile units have been removed from the park in recent years. The older units are allowed to remain occupied as long as they are in the park and are in livable conditions, but once removed they can only be replaced with manufactured homes.

On June 16, 2015, a building permit application was received by the City of Kingman for an electrical pedestal for Space #1157 within the Kingman Mobile Home Park located at 1100 Topeka Avenue. The purpose of the pedestal was to provide electrical service for a recreational vehicle to occupy a vacant park space. The application was denied on the basis that the intended purpose was to allow a recreational vehicle within the space, which is not permitted within the R-MH-6 zoning district.

After discussing the situation with planning staff and considering the options, Mr. Gallagher, elected to apply for a Zoning Ordinance text amendment to allow recreational vehicles by Conditional Use Permit within a manufactured home park located in the R-MH zoning districts. Mr. Gallagher stated in his e-mail that he would like to be able to rent spaces in his park to RVs.

## ANALYSIS

If a text amendment is approved to allow recreational vehicles (RVs) to be permitted by Conditional Use Permit (CUP) in a manufactured home park, this will open up the possibility of RVs in all existing and possible future manufactured home parks in Kingman. At this time there are eight existing manufactured home parks in Kingman that are not located in any commercial district. All of these parks are zoned R-MH-6 and are listed on the following table:

<b>Manufactured Home Park Name</b>	<b>Address</b>
AAA Mobile Home Park	2023 Morrow Avenue
Ching Jing Mobile Home Park	3375 N. Fairfax Street
Eudora Mobile Home Park	525 E. Sunrise Avenue
Foothill Vista Mobile Home Park	2445 Detroit Avenue
Kingman Mobile Home Park	1100 Topeka Avenue
Mesa Verde Mobile Home Park	3003 Hualapai Mountain Road
Old Trails Mobile Home Park	312 Old Trails Road
Mobile Home Park (unknown name)	475 E. Windsor Avenue

If the text amendment is approved, any manufactured home park would need to apply for a Conditional Use Permit before any RVs could be established in a park.

With the exception of the AAA Mobile Home Park which was constructed about 20 years ago, the manufactured home parks on the list above are primarily older ones. These parks also contain a number of pre-HUD mobile homes and may include some RVs. Planning staff has not conducted a survey to determine to what degree these parks meet the current development requirements for manufactured home parks and RV parks in terms of space sizes, street improvements and utilities. It is not certain how much it would take to bring these parks up to current development standards should they seek a CUP to allow RVs.

Some of the current development standards for the RV parks and manufactured home parks are as follows:

1. **Space Size:** For RV spaces, a minimum space size of 1,950 square feet with a minimum width of 30-feet and minimum depth of 65-feet is required. Manufactured home spaces are required to be a minimum size of 3,200 square feet where sewer is available and 6,000 square feet where individual septic systems are used.
2. **Density:** A maximum of fifteen RV spaces are permitted per acre. A maximum of ten manufactured home spaces are permitted per acre.
3. **Setbacks:** RV pads must be situated to allow at least a ten-foot separation between vehicles. RV spaces that abut a park perimeter must have a twenty-foot rear setback. Manufactured homes must be setback at least five feet from their side and rear boundaries and five feet from the street.
4. **Parking:** A paved or graveled parking area is required for each RV space. No on-street parking is permitted. Manufactured home spaces are required to have two paved off-street parking spaces.
5. **Streets:** The minimum street width is 20 feet. Streets must be paved and include curbs and gutters. Sidewalks are determined on an individual basis. Direct access to the RV

and manufactured home spaces is only permitted through internal streets and not to any public street.

6. Fencing/Screening: An RV park perimeter is required to have a six-foot high opaque screening of either fencing or landscaping. Such screening is also required for manufactured home spaces, unless specifically exempted by the P&Z Commission and City Council.
7. Utilities: Each space is required to be provided with electricity, water, and sewer. If sewer is not available, a RV park is to provide a sanitary station, while individual septic systems for each space or a centralized disposal system is required for a manufactured home park.
8. Recreational Areas: A common recreation area is also required within the park. For manufactured home parks that do not exclude children under age 18, a playground is required within the recreation area. All RV spaces must have a picnic table, concrete fire ring or barbeque. Alternatively the tables and barbeque areas may be located in a common recreation area within the park. There is no such requirement for manufactured home spaces.
9. Lighting and Storage: Park lighting and storage areas are also required in manufactured home parks.

Planning staff would also like to point out that some of these current standards should be reviewed as part of a future text amendment. Setbacks from streets for manufactured home parks may need to be increased from five-feet to ten-feet. Setbacks for fencing in the front yard of a manufactured home park and RV park, particularly if adjacent to individual manufactured home lots, may need to be considered. There should also be a discussion regarding certain standards as to when sidewalks should be required in parks. At this time it is decided on a case by case basis.

A site plan in accordance with these development standards would need to be submitted with any CUP request for RVs along with improvement plans with one-foot contours showing the streets, water lines, sewer lines and drainage. A drainage report will also be required. At a minimum the plans will need to analyze the current conditions to determine what upgrades are needed to bring the park up to current standards. Retrofitting older parks may be an expensive proposition.

The site plan that is submitted with the CUP must also clearly designate which spaces would be allowed for RVs and which ones would be reserved for manufactured homes. While the city issues building permits for new manufactured home placement in parks, there is no such permitting process for recreational vehicles. One of the staff's concerns with allowing RVs in manufactured home parks is that there is the possibility that RVs could end up on spaces designated for manufactured homes without our knowledge or approval. Staff would recommend that if the text amendment is approved, a limitation be placed on the number of spaces that could be used for RVs to have at least some assurance that a manufactured home park will not become primarily an RV park in an R-MH district. Staff would recommend that no more than 30-percent to 40-percent of the manufactured home park spaces should be allowed to have RVs. Regardless of the percentage this may be a regulation that could be difficult to police.

Another issue is that because RV spaces are allowed to be smaller than manufactured home spaces, there should be language in the text amendment that would preclude the placement of manufactured homes on spaces that are less than the minimum manufactured home space size. This may be easier to control due to the fact that permits are issued for new manufactured homes.

Another more philosophical concern centers on the transient nature of recreational vehicles themselves. RVs, which can include items such as campers, vans, panel vans, buses, and travel trailers, may only be in a space for a short time. While manufactured homes, even in parks, are often in place for many years. A question the commission considered is whether the occupied use of these RVs could pose a negative impact on a manufactured home park and the surrounding neighborhoods that have permanent housing. It may be preferable to continue to allow RVs in parks located in the C-2 and C-3 commercial districts where there may be less of an impact on existing residential uses.

It should be noted that in the specific case of the Kingman Mobile Home Park planning staff considered the possibility of a rezoning this property to C-2, because an RV Park could be permitted by CUP in that district under the current regulations. However, the rezoning would necessitate the approval of a Minor General Plan Amendment to change the projected land use of the subject property from Intermediate Density Residential, 9-16 dwelling units per acre to Community Commercial. The C-2 zoning would also mean that anything allowed in the C-2 district by right could also occur in the Kingman Mobile Home Park property in the future. Given that the property is at the end of dead end street, Topeka Street, C-2 zoning with a Community Commercial designation may not be appropriate for that area from a land use standpoint.

## **PROPOSED TEXT AMENDMENT**

Planning staff recommended that the following text changes to Section 5.000 and Section 26.900 of the Kingman Zoning Ordinance be considered if the Commission and Council wished to approve the proposed amendment:

1. In *Subsection 5.210 Permitted Uses* it should be clarified that Manufactured Home Parks are permitted in the R-MH-6 zoning district as regulated by *Subsection 5.400: Manufactured Home Park*. This fact is already implied by the presence of Subsection 5.400; however, it is not clearly stated as such in the ordinance.
2. Add a provision under *Subsection 5.230 Uses Which May Be Permitted by Conditional Use Permit* that RVs within a manufactured home park may be permitted by CUP and as regulated by *Subsection 26.900: Recreational Vehicle Parks*.
3. Add text within *Subsection 5.400 Manufactured Home Park* regarding the allowance of RVs by CUP subject to the RV development standards. No more than 40-percent of the park spaces may be designated for RVs, and their locations must be shown on an approved site plan. Manufactured homes are not permitted in RV spaces that do not meet the manufactured home space size requirements.
4. Add clarification within *Subsection 5.400 Manufactured Home Park* that campers and RVs that are unoccupied may be parked and stored in a park. Also, the minimum number of improvement plan copies is boosted from two to five as this is the normal requirement for plan reviews.

5. In *Subsection 26.930(7) Recreational Vehicle Parks, Permitted Uses* it should be clarified that a manufactured home park may be developed in conjunction with an RV Park in a C-2 or C-3 district provided the standards of *Subsection 5.400 Manufactured Home Park* are applied. This is already allowed, however, the C-2 and C-3 zoning districts are not specifically mentioned in the existing text.
6. Add *Subsection 26.930(8) Recreational Vehicle Parks, Permitted Uses* which states that RVs may be permitted by CUP within a manufactured home park in an R-MH-6 zoning district, provided the standards of *Subsection 26.940: Park Development Standards* are applied to the RV spaces.
7. Within *Subsection 26.940 Park Development Standards* it is clarified that the minimum size of two acres for an RV park is applied only to parks in the C-2 or C-3 zoning districts. No more than 40% of the park spaces may be designated for RVs, and their locations must be shown on an approved site plan. Manufactured homes are not permitted in RV spaces that do not meet the manufactured home space size requirements.
8. Also within *Subsection 26.940 Park Development Standards*, the term RV “lots” is recommended to be replaced with the term “RV space” as the word “lot” would connote that the property is individually owned rather than a space that is leased. It is clarified that RV parking spaces for rigs and vehicles should be side by side or non-tandem. Finally, the minimum number of improvement plan copies is boosted from two to five as this is the normal requirement for plan reviews.

## **RECOMMENDATION**

The Planning and Zoning Commission voted 5-2 to recommend denial of amending Section 5.000: RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the *Zoning Ordinance of the City of Kingman* as requested. This was denied on the basis that the occupied use of these RVs could pose a negative impact on a manufactured home park and the surrounding neighborhoods that have permanent housing.

If the Mayor and Common Council wish to approve amending Section 5.000: RESIDENTIAL MANUFACTURED HOME and Subsection 26.900: RECREATIONAL VEHICLE PARKS of the *Zoning Ordinance of the City of Kingman* planning staff recommends including the language as shown in Attachment “A”. Within Attachment “A” text language that is proposed to be added is in **bold blue underline**, while language proposed to be removed is ~~struck out in red~~.

## **ATTACHMENTS**

1. Attachment “A”, proposed text amendment
2. Sections 5.000, 26.900 and 31.000 of the Kingman Zoning Ordinance
3. Zoning Ordinance Application Form and e-mail from applicant

# ATTACHMENT “A”

## 5.000 RESIDENTIAL: MANUFACTURED HOME

R-MH-6  
R-MH-8  
R-MH-10  
R-MH-20  
R-MH-40

### 5.100 INTENT AND PURPOSE

This district is intended to set forth appropriate standards for the development of residential manufactured homes in planned integrated manufactured home parks and subdivisions.

### 5.200 GENERAL PROVISIONS

#### 5.210 PERMITTED USES

Home occupations as regulated in Section 24.000, of this Ordinance  
[Manufactured Home Park in the RMH-6 district as regulated by Section 5.400 of this Ordinance](#)

Parks and public playgrounds—publicly owned and operated

Residential group homes for persons with disabilities, in accord with Federal and State Fair Housing laws

Residential manufactured homes; only one manufactured home as defined in this Ordinance may be placed on each lot or parcel of land.

Schools, Private School, Charter School, Pre-Schools or Community Colleges (not providing housing, dormitories or sleeping overnight)

Single-Family, detached dwellings are subject to all provisions of the corresponding R-1 districts, in lieu of a residential manufactured home. No more than one (1) such dwelling shall be permitted on not less than one (1) lot, regardless of size, provided all setback requirements shall be maintained as outlined by this Ordinance. In the case of a manufactured home park, such single-family, detached dwelling unit shall be solely for the use of a caretaker or other person responsible for maintaining or operating the park

Wireless Communication Facilities located or co-located on an existing building or structure, if concealed or camouflaged. Maximum height of all facilities is thirty-five (35) feet. (See also Subsection 36.1000: WIRELESS COMMUNICATION FACILITIES in Section 36.000: GENERAL DEVELOPMENT STANDARDS.)

#### 5.220 ACCESSORY USES TO THE ABOVE PERMITTED USES

Unregulated Day Care Facility

#### 5.230 USES WHICH MAY BE PERMITTED BY CONDITIONAL USE PERMIT

Commercial off-street parking in conjunction with an adjacent permitted commercial use.

Golf courses, tennis clubs, swimming clubs, and other similar recreational facilities, including restaurants, cocktail lounges, and other related facilities only when associated with and incidental to a golf course, tennis club, or other recreational facility. Such uses shall be permitted only when they are included as a part of the manufactured home park or subdivision design plan and are intended for the use of the park or subdivision residents. In granting a permit for such activities, the Planning and Zoning Commission shall ensure, through the imposition of appropriate conditions that no interference with the conduct of nearby residential uses occurs.

Municipal or non-profit privately owned recreational buildings and community centers.  
 Parks and Playgrounds, privately owned and operated but not for profit. This does not include the requirements for recreational facilities required under "PROPERTY DEVELOPMENT STANDARDS FOR MANUFACTURED HOME PARKS" of this section.

Public Assembly, Indoor-General

Public libraries

**Recreational vehicles within a Manufactured Home Park in the R-MH-6 district as regulated by Subsection 26.900: Recreational Vehicle Parks**

Regulated Day Care/Group Facility

Utility and public service uses including: electric substations, fire stations, police substations, telephone exchanges, and telephone transmission equipment buildings.

Wireless communication facilities not located or co-located, concealed or camouflaged and/or antennas, antenna support structures, and communication towers up to a maximum height of one-hundred (100) feet. (See also Subsection 26.100: WIRELESS COMMUNICATION FACILITIES in Section 26.000: GENERAL DEVELOPMENT STANDARDS.)

**5.300 MANUFACTURED HOME SUBDIVISION**

**5.310 PROPERTY DEVELOPMENT STANDARDS:**

For the purpose of regulating lot sizes, dimensions, yards and other development characteristics, requirements for conventional single-family subdivisions of the same density shall apply. For all lands zoned R-MH and intended for subdivision, a numerical designation of six (6), eight (8), ten (10), twenty (20) or forty (40) shall be recorded on the zoning map (e.g. R-MH-6) to correspond to densities in the R-1 districts. Property development standards in R-1 districts shall apply to the corresponding manufactured home districts as follows:

<b>RESIDENTIAL: MANUFACTURED HOME</b>	<b>RESIDENTIAL: SINGLE-FAMILY</b>
R-MH-6	R-1-6
R-MH-8	R-1-8
R-MH-10	R-1-10
R-MH-20	R-1-20
R-MH-40	R-1-40

For lots platted in subdivisions originally recorded prior to January 1, 1945, located in R-MH-6 Zoning Districts, and platted in lot sizes of primarily twenty-five feet by one-hundred feet (25' x 100') or fifty feet by one-hundred feet (50' x 100'), building sites may be used in any configuration for a single-family detached home only. The building site must have a minimum of five-thousand (5,000) square feet and the site width must be a minimum of fifty (50) feet.

**5.320 PERMITS**

All manufactured home setups shall be in accordance with this Ordinance and the Arizona State Division of Manufactured Housing requirements. The installation of a manufactured home whether on a subdivision lot, parcel, or manufactured home park, requires an approved building permit and/or State of Arizona, whichever entity or combination of entities has jurisdiction.

**5.330 DISTANCE BETWEEN BUILDINGS**

The minimum distance between the residential dwelling unit and all detached accessory buildings or structures shall be six (6) feet.

**5.340 OFF-STREET PARKING**

See Section 22.000: OFF-STREET PARKING of this Ordinance.

## 5.400 MANUFACTURED HOME PARK

### 5.410 PROPERTY DEVELOPMENT STANDARDS

**AREA OF MANUFACTURED HOME PARK:** The minimum area for a manufactured home park shall be three (3) acres.

**DENSITY:** There shall be no more than ten (10) manufactured home sites per acre of the park.

**SIZE OF MANUFACTURED SPACE AND YARDS:** Minimum size of space shall be thirty-two-hundred (3,200) square feet, except in areas where individual septic tank systems are used, in which case minimum size of space shall be six-thousand (6,000) square feet.

All manufactured homes and accessory buildings shall be separated by a minimum of six (6) feet.

Each manufactured home space shall have setbacks no less than:

Front – five (5) feet;

Rear – five (5) feet;

Side – five (5) feet

**ACCESSORY BUILDINGS:** Manufactured homes and their accessory buildings (including storage, carports, and/or awnings) shall cover no more than fifty-six percent (56%) of the total lot area. No accessory building shall encroach on any required front, rear, or side setbacks.

**OFF-STREET PARKING:** Off-street parking shall be in accordance with the provisions of Section 22.000: OFF-STREET PARKING.

**WALLS, FENCES, AND LANDSCAPE:** A six (6) foot high opaque screening shall be built along the exterior boundary lines of a manufactured home park, except where determined not necessary by the Planning and Zoning Commission and Common Council. It may be constructed of wood, masonry, shrubbery or screening as found acceptable by the Planning and Zoning Commission and the Common Council.

**RECREATION FACILITIES:** The manufactured home park shall provide not less than three percent (3%) of the gross area of the park for common park and green space (does not include private roads, streets, driveways), consolidated into usable areas that shall be centrally located and easily accessible to all park residents.

Unless the park excludes children under eighteen (18), the facilities shall include playground apparatus; sand pit; and if recommended, pathways for tricycles, roller skating and similar activities.

If a manufactured home park contains a swimming pool or other pool over ten (10) inches deep, it shall be completely surrounded by at least a five (5) foot high wall or chain link fence with a gate, which shall be kept closed at all times and shall be equipped with a self-closing and self-latching mechanism located not less than four (4) feet above grade.

**RECREATIONAL VEHICLES:** Recreational vehicles used for living quarters may be permitted by Conditional Use Permit subject to the regulations of Subsection 26.900: Recreational Vehicle Parks. Recreational vehicle spaces shall comprise no more than 40-percent of the spaces within a manufactured home park when located in an R-MH-6 zoning district. The locations of the RV spaces shall be clearly identified on an approved site plan and recreational vehicles shall not be permitted in spaces designated for manufactured homes. In all zoning districts manufactured homes shall not be permitted on recreational vehicle spaces which do not meet the manufactured home space size requirements per this ordinance.

## 5.420 UTILITIES AND SERVICES

**LIGHTING:** Adequate lighting shall be provided as follows:

1. At all interior street intersections.
2. At all guest parking areas.
3. At all recreational areas.
4. At all buildings containing public facilities.

**SERVICE FACILITIES:** Toilet facilities, sanitation facilities, and service buildings shall comply with Arizona Regulations, Chapter 8, ENVIRONMENTAL SANITATION R9-8-541, 542, and 543.

**STORAGE AREAS:** There shall be an area for the parking of boats, unoccupied campers, recreational vehicles, and similar vehicles, and an area for utility, maintenance, and/or storage areas equal to one (1) parking space per two (2) lots which shall be screened from view by an opaque wall or fence with a minimum height of five (5) feet. This area shall be paved or graveled.

**DRAINAGE:** Provisions shall be made for the collection and disposal of surface and storm water that originates on or flows onto the premises, in a manner satisfactory to the City Engineer. Grading and drainage plans shall be submitted to the City Engineer for approval, prepared by a certified engineer registered in the State of Arizona.

**OTHER RESTRICTIONS:** No manufactured home shall support a building or roof, except when made of light metal or fiberglass.

**STREETS:** Access to manufactured home park lots shall be by internal private drive and each lot shall be accessible from an approved private street or road. No lot shall have direct access to a public street or road. All internal streets must be improved to minimum City standards (except width). Park street width shall be a minimum of twenty (20) feet.

Entrances to manufactured home parks shall be designated to minimize congestion and traffic hazards through designated driveways and allow free movement of traffic on adjacent streets.

Dead-end streets shall be limited to serve no more than twelve (12) lots and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least sixty (60) feet.

For parks with roads serving more than twelve (12) sites, these roads shall be continuous.

**SIDEWALKS:** Sidewalk, curbs and gutter requirements shall be determined on an individual basis by the City Engineer, Planning and Zoning Commission, and the Common Council during the review process.

**UTILITIES:** Adequate underground water and electrical power shall be provided at each manufactured home site. Gas service shall be provided where available.

**SEWERS:** Sanitary sewage disposal facilities shall be installed to serve each lot and shall connect with the existing public sewer line, unless such sewer line is not easily accessible, in which case individual septic tank systems or a centralized disposal system may be installed which meet the health standards of Mohave County and the State of Arizona

## 5.430 APPLICATION PROCEDURE

The following shall be submitted to the Planning and Zoning Director for review:

1. Fifteen (15) copies of a site plan.
2. A grade and drainage report.

3. ~~Two (2)~~ **Five (5)** copies of improvement plans including water and sewer lines, streets, sidewalks, and curbs/gutters.

#### **5.440 REVIEW/APPROVAL PROCESS:**

1. Review by the City Planning and Engineering Staff, and utility companies.
2. Review by the Planning and Zoning Commission.
3. Review and approval by the Common Council.

## **26.000 GENERAL DEVELOPMENT STANDARDS**

### **26.900 RECREATIONAL VEHICLE PARKS**

Refer to Figure 2 at the back of this section

#### **26.910 INTENT AND PURPOSE**

This section is designed to provide for recreational vehicle park development in areas compatible with the surrounding uses in an efficient, orderly manner with adequate provisions for open space.

#### **26.920 LOCATION**

Recreational vehicle parks may be allowed by Conditional Use Permit in C-2 (Commercial: Community Business), and C-3 (Commercial: Service Business).

#### **26.930 PERMITTED USES**

1. Recreational vehicle parks with only one (1) recreational vehicle permitted on each space.
2. A single-family residence or manufactured home for the Manager's office and residence.
3. Recreation and social centers, and outdoor recreational facilities.
4. Coin operated laundry facilities, outdoor drying areas, maintenance building and/or facilities.
5. Boat and recreational vehicle storage.
6. Certain accessory structures:
  - a. Recreational Vehicles: covered carports, patio awnings and detached storage areas.
  - b. Manufactured Homes: covered carport, patio awnings, armadas, storage buildings and room additions.
7. A manufactured home park may be developed in conjunction with a recreational vehicle park in a C-2 or C-3 zoning district provided the manufactured home park meets all requirements as set forth in property development standards for manufactured home parks in Subsection 5.400 Manufactured Home Park.
8. Recreational vehicles may be permitted by Conditional Use Permit within a manufactured home park located in an R-MH-6 zoning district, provided all requirements as set forth in the park development standards of this section are met.

## 26.940 PARK DEVELOPMENT STANDARDS

**Size:** The minimum size of a recreational vehicle park shall be two (2) acres in the C-2 and C-3 zoning districts.

**Density:** There shall be no more than fifteen (15) recreational vehicle spaces per acre of the park.

**Lot Size Park Spaces:** Minimum lot space size for recreational vehicles shall be nineteen-hundred-fifty (1,950) square feet with minimum width of thirty (30) feet and a minimum depth of sixty-five (65) feet. Recreational vehicle spaces shall comprise no more than 40-percent of the total spaces when located within a manufactured home park in an R-MH-6 zoning district. The locations of the RV spaces shall be clearly identified on an approved site plan and recreational vehicles shall not be permitted in spaces designated for manufactured homes. In all zoning districts manufactured homes shall not be permitted on recreational vehicle spaces which do not meet the manufactured home space size requirements per Section 5.400: Manufactured Home Park.

**Setbacks and Separations:** Parking pads or spaces shall be so arranged, as to provide a minimum ten (10) foot separation between vehicles. Parking pads or spaces, which abut on park perimeters, shall have a twenty (20) foot minimum setback from said perimeter.

**Fences:** All recreational vehicle parks shall be provided with opaque screening such as fences or natural growth along the property lines, which shall have a minimum height of six (6) feet, and conform to the fencing requirements of the Zoning Ordinance Section 26.000.

**Off-Street Parking:** No on-street parking shall be permitted within any recreational park. Each lot space shall be provided with a paved or graveled non-tandem parking space.

**Streets and Access:** Access to recreational vehicle park lots spaces shall be by internal private drive and each lot shall be accessible from an approved private street or road. No lot space shall have direct access to a public street or way. Park street width shall be at least twenty (20) feet. All internal streets must be improved to minimum City standards (except width).

Entrances to recreational vehicle parks shall be designed to minimize congestion and traffic hazards through designated driveways and allow free movement of traffic on adjacent streets. An adequate parking area shall be provided at the office area to allow parking during registration.

Dead end streets shall be limited to serve no more than twelve (12) lots spaces and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least sixty (60) feet.

For parks and roads serving more than twelve (12) sites spaces, these roads shall be continuous.

**Sidewalks:** Same as Manufactured Home Park, to be determined on an individual basis.

**Service Buildings:** All service buildings shall be easily accessible to the lots spaces, which they serve and be maintained in a clean and sanitary condition. All service buildings shall be of a permanent construction and in accordance with City requirements. Facilities in service buildings such as lavatories, toilets, showers, etcetera, shall be in accordance with County and State Health Department requirements.

**Sanitary Stations:** Where individual sewer connections are not provided at each lot space, sanitary stations shall be provided for the clean and efficient disposal of waste from all holding tanks and for refilling water storage tanks. Sanitary stations shall be approved by the Mohave County Health Department.

**Recreational Areas:** Each ~~lot~~ space shall be provided with water, electricity, a picnic table, and a concrete fire ring or barbecue in which any open fires must be contained.

There shall be one (1) or more recreational areas, which shall be easily accessible to all park residents, shall be so located as to be free of traffic hazards, and shall be centrally located.

The size of such recreation areas shall be based upon a minimum of two-hundred (200) square feet for each ~~lot or~~ space and such areas shall not include private roads, streets or driveways. No recreational area shall contain less than twenty-five-hundred (2,500) square feet.

Picnic tables, fire rings, and other optional recreational facilities may be located in communal open spaces rather than on individual ~~lots~~ spaces.

#### **26.950 APPLICATION PROCEDURE**

The following shall be submitted to the Planning and Zoning Director for review:

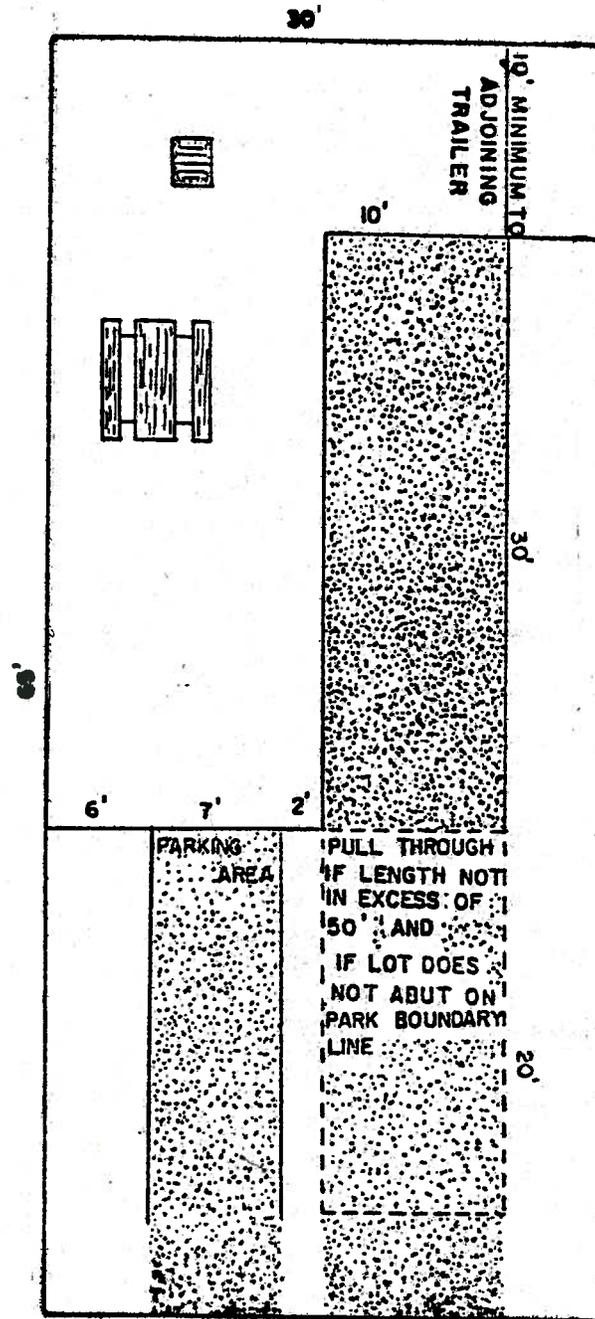
1. Fifteen (15) copies of a site plan.
2. A drainage report.
3. ~~Two (2)~~ Five (5) copies of improvements plan including water and sewer lines, streets, sidewalks and curbs/gutters.

#### **26.960 REVIEW PROCEDURE**

1. Review by City Planning Staff, Engineering Staff, and utility companies.
2. Review by Planning and Zoning Commission.
3. Review and approval by the Common Council.

FIGURE 2

SAMPLE RECREATIONAL VEHICLE LOT



## **5.000 RESIDENTIAL: MANUFACTURED HOME**

**R-MH-6  
R-MH-8  
R-MH-10  
R-MH-20  
R-MH-40**

### **5.100 INTENT AND PURPOSE**

This district is intended to set forth appropriate standards for the development of residential manufactured homes in planned integrated manufactured home parks and subdivisions.

### **5.200 GENERAL PROVISIONS**

#### **5.210 PERMITTED USES**

Home occupations as regulated in Section 24.000, of this Ordinance  
Parks and public playgrounds—publicly owned and operated  
Residential group homes for persons with disabilities, in accord with Federal and State Fair Housing laws  
Residential manufactured homes; only one manufactured home as defined in this Ordinance may be placed on each lot or parcel of land.  
Schools, Private School, Charter School, Pre-Schools or Community Colleges (not providing housing, dormitories or sleeping overnight)  
Single-Family, detached dwellings are subject to all provisions of the corresponding R-1 districts, in lieu of a residential manufactured home. No more than one (1) such dwelling shall be permitted on not less than one (1) lot, regardless of size, provided all setback requirements shall be maintained as outlined by this Ordinance. In the case of a manufactured home park, such single-family, detached dwelling unit shall be solely for the use of a caretaker or other person responsible for maintaining or operating the park  
Wireless Communication Facilities located or co-located on an existing building or structure, if concealed or camouflaged. Maximum height of all facilities is thirty-five (35) feet. (See also Subsection 36.1000: WIRELESS COMMUNICATION FACILITIES in Section 36.000: GENERAL DEVELOPMENT STANDARDS.)

#### **5.220 ACCESSORY USES TO THE ABOVE PERMITTED USES**

Unregulated Day Care Facility

#### **5.230 USES WHICH MAY BE PERMITTED BY CONDITIONAL USE PERMIT**

Commercial off-street parking in conjunction with an adjacent permitted commercial use.  
Golf courses, tennis clubs, swimming clubs, and other similar recreational facilities, including restaurants, cocktail lounges, and other related facilities only when associated with and incidental to a golf course, tennis club, or other recreational facility. Such uses shall be permitted only when they are included as a part of the manufactured home park or subdivision design plan and are intended for the use of the park or subdivision residents. In granting a permit for such activities, the Planning and Zoning Commission shall ensure, through the imposition of appropriate conditions that no interference with the conduct of nearby residential uses occurs.  
Municipal or non-profit privately owned recreational buildings and community centers.  
Parks and Playgrounds, privately owned and operated but not for profit. This does not include the requirements for recreational facilities required under "PROPERTY DEVELOPMENT STANDARDS FOR MANUFACTURED HOME PARKS" of this section.

Public Assembly, Indoor-General  
 Public libraries  
 Regulated Day Care/Group Facility  
 Utility and public service uses including: electric substations, fire stations, police substations, telephone exchanges, and telephone transmission equipment buildings.  
 Wireless communication facilities not located or co-located, concealed or camouflaged and/or antennas, antenna support structures, and communication towers up to a maximum height of one-hundred (100) feet. (See also Subsection 26.100: WIRELESS COMMUNICATION FACILITIES in Section 26.000: GENERAL DEVELOPMENT STANDARDS.)

**5.300 MANUFACTURED HOME SUBDIVISION**

**5.310 PROPERTY DEVELOPMENT STANDARDS:**

For the purpose of regulating lot sizes, dimensions, yards and other development characteristics, requirements for conventional single-family subdivisions of the same density shall apply. For all lands zoned R-MH and intended for subdivision, a numerical designation of six (6), eight (8), ten (10), twenty (20) or forty (40) shall be recorded on the zoning map (e.g. R-MH-6) to correspond to densities in the R-1 districts. Property development standards in R-1 districts shall apply to the corresponding manufactured home districts as follows:

<b>RESIDENTIAL: MANUFACTURED HOME</b>	<b>RESIDENTIAL: SINGLE-FAMILY</b>
R-MH-6	R-1-6
R-MH-8	R-1-8
R-MH-10	R-1-10
R-MH-20	R-1-20
R-MH-40	R-1-40

For lots platted in subdivisions originally recorded prior to January 1, 1945, located in R-MH-6 Zoning Districts, and platted in lot sizes of primarily twenty-five feet by one-hundred feet (25' x 100') or fifty feet by one-hundred feet (50' x 100'), building sites may be used in any configuration for a single-family detached home only. The building site must have a minimum of five-thousand (5,000) square feet and the site width must be a minimum of fifty (50) feet.

**5.320 PERMITS**

All manufactured home setups shall be in accordance with this Ordinance and the Arizona State Division of Manufactured Housing requirements. The installation of a manufactured home whether on a subdivision lot, parcel, or manufactured home park, requires an approved building permit and/or State of Arizona, whichever entity or combination of entities has jurisdiction.

**5.330 DISTANCE BETWEEN BUILDINGS**

The minimum distance between the residential dwelling unit and all detached accessory buildings or structures shall be six (6) feet.

**5.340 OFF-STREET PARKING**

See Section 22.000: OFF-STREET PARKING of this Ordinance.

## 5.400 MANUFACTURED HOME PARK

### 5.410 PROPERTY DEVELOPMENT STANDARDS

**AREA OF MANUFACTURED HOME PARK:** The minimum area for a manufactured home park shall be three (3) acres.

**DENSITY:** There shall be no more than ten (10) manufactured home sites per acre of the park.

**SIZE OF MANUFACTURED SPACE AND YARDS:** Minimum size of space shall be thirty-two-hundred (3,200) square feet, except in areas where individual septic tank systems are used, in which case minimum size of space shall be six-thousand (6,000) square feet.

All manufactured homes and accessory buildings shall be separated by a minimum of six (6) feet.

Each manufactured home space shall have setbacks no less than:

Front – five (5) feet;

Rear – five (5) feet;

Side – five (5) feet

**ACCESSORY BUILDINGS:** Manufactured homes and their accessory buildings (including storage, carports, and/or awnings) shall cover no more than fifty-six percent (56%) of the total lot area. No accessory building shall encroach on any required front, rear, or side setbacks.

**OFF-STREET PARKING:** Off-street parking shall be in accordance with the provisions of Section 22.000: OFF-STREET PARKING.

**WALLS, FENCES, AND LANDSCAPE:** A six (6) foot high opaque screening shall be built along the exterior boundary lines of a manufactured home park, except where determined not necessary by the Planning and Zoning Commission and Common Council. It may be constructed of wood, masonry, shrubbery or screening as found acceptable by the Planning and Zoning Commission and the Common Council.

**RECREATION FACILITIES:** The manufactured home park shall provide not less than three percent (3%) of the gross area of the park for common park and green space (does not include private roads, streets, driveways), consolidated into usable areas that shall be centrally located and easily accessible to all park residents.

Unless the park excludes children under eighteen (18), the facilities shall include playground apparatus; sand pit; and if recommended, pathways for tricycles, roller skating and similar activities.

If a manufactured home park contains a swimming pool or other pool over ten (10) inches deep, it shall be completely surrounded by at least a five (5) foot high wall or chain link fence with a gate, which shall be kept closed at all times and shall be equipped with a self-closing and self-latching mechanism located not less than four (4) feet above grade.

### 5.420 UTILITIES AND SERVICES

**LIGHTING:** Adequate lighting shall be provided as follows:

1. At all interior street intersections.
2. At all guest parking areas.
3. At all recreational areas.
4. At all buildings containing public facilities.

**SERVICE FACILITIES:** Toilet facilities, sanitation facilities, and service buildings shall comply with Arizona Regulations, Chapter 8, ENVIRONMENTAL SANITATION R9-8-541, 542, and 543.

**STORAGE AREAS:** There shall be an area for the parking of boats, campers, recreational vehicles, and similar vehicles, and an area for utility, maintenance, and/or storage areas equal to one (1) parking space per two (2) lots which shall be screened from view by an opaque wall or fence with a minimum height of five (5) feet. This area shall be paved or graveled.

**DRAINAGE:** Provisions shall be made for the collection and disposal of surface and storm water that originates on or flows onto the premises, in a manner satisfactory to the City Engineer. Grading and drainage plans shall be submitted to the City Engineer for approval, prepared by a certified engineer registered in the State of Arizona.

**OTHER RESTRICTIONS:** No manufactured home shall support a building or roof, except when made of light metal or fiberglass.

**STREETS:** Access to manufactured home park lots shall be by internal private drive and each lot shall be accessible from an approved private street or road. No lot shall have direct access to a public street or road. All internal streets must be improved to minimum City standards (except width). Park street width shall be a minimum of twenty (20) feet.

Entrances to manufactured home parks shall be designated to minimize congestion and traffic hazards through designated driveways and allow free movement of traffic on adjacent streets.

Dead-end streets shall be limited to serve no more than twelve (12) lots and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least sixty (60) feet.

For parks with roads serving more than twelve (12) sites, these roads shall be continuous.

**SIDEWALKS:** Sidewalk, curbs and gutter requirements shall be determined on an individual basis by the City Engineer, Planning and Zoning Commission, and the Common Council during the review process.

**UTILITIES:** Adequate underground water and electrical power shall be provided at each manufactured home site. Gas service shall be provided where available.

**SEWERS:** Sanitary sewage disposal facilities shall be installed to serve each lot and shall connect with the existing public sewer line, unless such sewer line is not easily accessible, in which case individual septic tank systems or a centralized disposal system may be installed which meet the health standards of Mohave County and the State of Arizona

#### **5.430 APPLICATION PROCEDURE**

The following shall be submitted to the Planning and Zoning Director for review:

1. Fifteen (15) copies of a site plan.
2. A grade and drainage report.
3. Two (2) copies of improvement plans including water and sewer lines, streets, sidewalks, and curbs/gutters.

#### **5.440 REVIEW/APPROVAL PROCESS:**

1. Review by the City Planning and Engineering Staff, and utility companies.
2. Review by the Planning and Zoning Commission.
3. Review and approval by the Common Council.

1. These units are to be located to the rear of the building on the property and screened from view from any street by an eight-foot high sight-obscuring fence or building.
  2. The maximum size of these units is eight feet by forty feet (8' x 40'). The number of these units shall be limited to one (1) per acre or fraction thereof.
  3. The units shall not be stacked.
- B. Are permitted in the I-1: Light Industrial and I-2: Heavy Industrial zoning districts under the following conditions:
1. These units are to be screened from view of the street by either an eight-foot (8') high sight-obscuring fence or a building that is at least eight-feet high.
  2. The maximum size of these units is eight feet by forty feet (8' x40').
  3. The units shall not be stacked.
  4. The number of these units shall be limited to one (1) per 4,000 (four thousand) square feet.
- C. Secure storage cargo, freight, or overseas container units are expressly prohibited in all residential and Recreational Open Space zoning districts.

#### **26.830 STORAGE OF BOATS, TRAILERS, CAMPERS, ETC.**

Notwithstanding any other provisions of this ordinance, boats, trailers, campers and other similar vehicles shall not be stored in required front yards. Not more than two (2) such vehicles may be stored for each twenty-thousand (20,000) square feet of lot area provided that no more than four (4) such vehicles are stored on any residential lot. Such storage shall be in a storage space developed in such manner as not to be detrimental to surrounding properties. If the storage space adjoins property zoned for residential use and/or is located wholly or partly within a required side or rear yard, a solid fence, wall or approved screen planting shall be installed in such manner as to prevent any view of the storage space from the adjoining residential areas.

### **26.900 RECREATIONAL VEHICLE PARKS**

Refer to Figure 2 at the back of this section

#### **26.910 INTENT AND PURPOSE**

This section is designed to provide for recreational vehicle park development in areas compatible with the surrounding uses in an efficient, orderly manner with adequate provisions for open space.

#### **26.920 LOCATION**

Recreational vehicle parks may be allowed by Conditional Use Permit in C-2 (Commercial: Community Business) and C-3 (Commercial: Service Business) zoning districts.

#### **26.930 PERMITTED USES**

1. Recreational vehicle parks with only one (1) recreational vehicle permitted on each space.
2. A single-family residence or manufactured home for the Manager's office and residence.
3. Recreation and social centers, and outdoor recreational facilities.
4. Coin operated laundry facilities, outdoor drying areas, maintenance building and/or facilities.

5. Boat and recreational vehicle storage.
6. Certain accessory structures:
  - a. Recreational Vehicles: covered carports, patio awnings and detached storage areas.
  - b. Manufactured Homes: covered carport, patio awnings, armadas, storage buildings and room additions.
7. A manufactured home park may be developed in conjunction with a recreational vehicle park provided the manufactured home park meets all requirements as set forth in property development standards for manufactured home parks.

### **26.940 PARK DEVELOPMENT STANDARDS**

**Size:** The minimum size of a recreational vehicle shall be two (2) acres.

**Density:** There shall be no more than fifteen (15) recreational vehicle spaces per acre of the park.

**Lot Size:** Minimum lot size shall be nineteen-hundred-fifty (1,950) square feet with minimum width of thirty (30) feet and a minimum depth of sixty-five (65) feet.

**Setbacks and Separations:** Parking pads or spaces shall be so arranged, as to provide a minimum ten (10) foot separation between vehicles. Parking pads or spaces, which abut on park perimeters, shall have a twenty (20) foot minimum setback from said perimeter.

**Fences:** All recreational vehicle parks shall be provided with opaque screening such as fences or natural growth along the property lines, which shall have a minimum height of six (6) feet, and conform to the fencing requirements of the Zoning Ordinance Section 26.000.

**Off-Street Parking:** No on-street parking shall be permitted within any recreational park. Each lot shall be provided with a paved or graveled parking space.

**Streets and Access:** Access to recreational vehicle park lots shall be by internal private drive and each lot shall be accessible from an approved private street or road. No lot shall have direct access to a public street or way. Park street width shall be at least twenty (20) feet. All internal streets must be improved to minimum City standards (except width).

Entrances to recreational vehicle parks shall be designed to minimize congestion and traffic hazards through designated driveways and allow free movement of traffic on adjacent streets. An adequate parking area shall be provided at the office area to allow parking during registration.

Dead end streets shall be limited to serve no more than twelve (12) lots and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least sixty (60) feet.

For parks and roads serving more than twelve (12) sites, these roads shall be continuous.

**Sidewalks:** Same as Manufactured Home Park, to be determined on an individual basis.

**Service Buildings:** All service buildings shall be easily accessible to the lots, which they serve and be maintained in a clean and sanitary condition. All service buildings shall be of a permanent construction and in accordance with City requirements. Facilities in service buildings such as lavatories, toilets, showers, etcetera, shall be in accordance with County and State Health Department requirements.

**Sanitary Stations:** Where individual sewer connections are not provided at each lot, sanitary stations shall be provided for the clean and efficient disposal of waste from all holding tanks and for refilling water storage tanks. Sanitary stations shall be approved by the Mohave County Health Department.

**Recreational Areas:** Each lot shall be provided with water, electricity, a picnic table, and a concrete fire ring or barbecue in which any open fires must be contained.

There shall be one (1) or more recreational areas, which shall be easily accessible to all park residents, shall be so located as to be free of traffic hazards, and shall be centrally located.

The size of such recreation areas shall be based upon a minimum of two-hundred (200) square feet for each lot or space and such areas shall not include private roads, streets or driveways. No recreational area shall contain less than twenty-five-hundred (2,500) square feet.

Picnic tables, fire rings, and other optional recreational facilities may be located in communal open spaces rather than on individual lots.

### **26.950 APPLICATION PROCEDURE**

The following shall be submitted to the Planning and Zoning Director for review:

1. Fifteen copies of a site plan.
2. A drainage report.
3. Two (2) copies of improvements plan including water and sewer lines, streets, sidewalks and curbs/gutters.

### **26.960 REVIEW PROCEDURE**

1. Review by City Planning Staff, Engineering Staff, and utility companies.
2. Review by Planning and Zoning Commission.
3. Review and approval by the Common Council.

## **26.1000 WIRELESS COMMUNICATION FACILITIES**

### **26.1010 INTENT AND PURPOSE**

It is the purpose of this section to provide regulations governing Wireless Communication Facilities, so as to provide for such facilities in a safe, efficient and orderly manner; to maximize the use of existing facilities; to encourage the co-location of facilities to reduce the number of new communication towers that are needed; and to minimize the adverse visual effects of such towers through careful design and siting.

### **26.1020 DEFINITIONS**

For the purpose of this Code, certain words and terms are defined as follows: Words in the present tense include the future; the word "shall" is mandatory and not permissive.

**Amateur Radio Antennas:** shall mean antennas used for the non-commercial transmission and/or reception of amateur (HAM) Radio (CFR Title 47, Part 97) or citizen Band Radio Service (CFR Title 47, Part 95, Subpart D) by federally licensed amateur radio or citizens band operators.

## **31.000 AMENDMENTS AND ZONE CHANGES**

### **31.100 AMENDING THE ORDINANCE**

Whenever the public necessity, convenience, and/or the general welfare of good zoning practices justifies such action, this Ordinance may be amended by changing the boundaries of zone districts, (hereinafter referred to as zone changes or changes of zone) or by amending any provision of the Ordinance. Zone changes or amendments may be initiated by the City Council or by the Planning and Zoning Commission or by an application of the owner of any property within the area proposed to be changed, or a request can be made by a citizen for an amendment.

#### **31.110 GENERAL PLAN CONFORMANCE**

All amendments which change the boundaries of any zoning district or change the text of the Zoning Ordinance must conform to the adopted General Plan of the City of Kingman. Any ordinance amending this ordinance shall further the implementation of, and not be contrary to the goals, policies, and applicable elements of the Plan. A zoning map amendment conforms to the land use element of the General Plan if it proposes land uses, densities, or intensities within the range for the subject property as stated in the General Plan or any amendments thereto.

#### **31.120 APPLICATION**

Application for a change of zone shall be made on a form provided by the City of Kingman. Fees shall be paid for such application according to the adopted schedule for such requests.

#### **31.130 ACCOMPANYING MAPS AND DATA**

Application for a change of zone shall be made accompanied by maps showing the subject property as well as the surrounding area, and a list of names and addresses of abutting property owners. All maps, applications and data will be available for public inspection upon submittal to the Planning Agency.

### **31.200 PUBLIC HEARING**

The legislative body of the City, (the Mayor and Common Council), has adopted the following citizen review and participation process that applies to all rezoning cases. By law and policy the rezoning process is designed to give the greatest opportunity possible for citizen participation in such a public process. In the event of doubt regarding participation, more, not less public participation shall be the standard.

The purpose of the citizen participation process is to:

1. Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community;
2. Ensure that the citizens and property owners of Kingman have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the process; and
3. Facilitate ongoing communications between the applicant, interested citizens and property owners, City staff, and elected officials throughout the application review process.

The citizen participation plan is not intended to produce complete consensus on all applications, but to encourage applicants to be good neighbors and to allow for informed decision making.

The process includes the following elements:

1. Two public hearings will be held on all rezoning cases and proposed text amendments. The first hearing will be before the Planning and Zoning Commission. The second hearing will be before the Mayor and Common Council.
2. A written notice on any proposed rezoning will be sent by first-class United States Postal Service mail to all property owners of record according to the most recent Mohave County Assessors rolls, within a minimum of 300 feet of any point of the property being proposed for rezoning. The notice will describe the proposed action, will include a map, and will state that public comment is encouraged before or during the public hearing. Other notices may be sent beyond the above described radii, if a person places his or her name on the notification list and pays \$5.00 a year.
3. A public notice poster, giving the time, date and location of the Planning and Zoning Commission and the Common Council public hearings, will be posted on the property in question in at least one location, if the property is less than one acre, at least 15 days before the Planning and Zoning Commission public hearing. If the property which is the subject of the rezoning request is greater than one acre, a minimum of two notices will be posted. Posted notices will be placed in such location as to afford the public the best opportunity to see the notice. In some cases the location affording the best opportunity to see the notice. In some cases the location affording the best opportunity for public view may be in front of or beyond the actual boundaries of the property being proposed for rezoning. The posted notice shall be printed so that the following are visible from a distance of one hundred feet: the word "zoning", the present zoning district classification, the proposed zoning district classification and the date and time of the hearing and state a location and phone number from which additional information can be received.

A public notice, display advertisement of not less than one-eighth page in size shall be published at least once in the newspaper of general circulation in the City of Kingman and surrounding area. The notice will be published not less than 15 days before the Planning and Zoning Commission public hearing and will provide information about the date, time and place of the proposed Common Council hearing, which will be held at least 10 days after the Commission hearing.

4. Adjacent land owners and all other potentially affected citizens will be provided an opportunity to express an opinion on any issue or concern they may have with the proposed rezoning prior to the hearing or during the hearing. Such persons may submit oral or written comments or testimony that can be presented to the Commission or Common Council.
5. In proceedings involving rezoning of land which abuts other municipalities or unincorporated areas of the county or a combination thereof, copies of the notices of the public hearing shall be transmitted to the Planning Agency of such governmental unit such land.
6. In addition to notice by publication, mailed notices and property postings, the City of Kingman, and its Planning and Zoning Commission reserve the right to give notice of the hearing in such other manner as it may be deemed necessary in the public interest. The Commission always encourages any person proposing a rezoning to contact surrounding property owners or neighbors to ascertain and possibly address issues and concerns before the public hearings. Such contacts could include neighborhood meetings or other methods of address citizen comments.

### **31.300 RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION**

After the public hearing, the Planning and Zoning Commission shall make a report and recommendation to the Common Council. This report shall be made by forwarding the applications for amendment to the City Council with the appropriate recommendations, unless the applicant shall request that the application be withdrawn. The Commission recommendation shall be reviewed at the Council public hearing. If the Planning and Zoning Commission cannot make a recommendation comments on both sides of the issue shall be presented to the Common Council.

### **31.400 CONSIDERATION BY COMMISSION**

In considering any request for a change of the Official Zoning Map or text of this ordinance, the Planning and Zoning Commission shall find that the following conditions prevail before recommending approval of the change be granted:

1. If the request is for an Official Zoning Map Amendment:
  - A. That there is a real need in the community or area for the types of uses permitted in the proposed zoning district requested and if there are parcels in the area that already designated with the proposed zoning district that more area is needed for the uses allowed in the proposed zoning district.
  - B. That the property involved in the proposed change of zoning district designation is more suitable for the purposes permitted in the proposed change of zone than is permitted in the present zone classification.
  - C. That the proposed change of zoning district designation would not be detrimental in any way to persons or property in the surrounding area, nor to the community in general.
  - D. That the proposed change of zone is in conformance with the General Plan of the City of Kingman, not merely consistent with the General Plan.
2. If the request is a text amendment, the Planning and Zoning Commission shall find that the proposed text amendment is in conformance with and will better achieve the goals and objectives of the adopted general plan.

### **31.410 PLANNING AND ZONING COMMISSION OPTIONS**

The Planning and Zoning Commission, based on the evidence submitted and its own study and knowledge of the circumstances involved, may recommend approval or denial of a requested amendment or may recommend that only a portion of the request for a change of zone be granted.

The Planning and Zoning Commission may also recommend a lesser intensity zoning of the same type requested. However, the Planning and Zoning Commission may not increase the intensity of the noticed request without a new public hearing with proper notice given in accord with this Section.

### **31.420 PLANNING AND ZONING COMMISSION'S RECOMMENDATION**

The Commission in its consideration of any request for a change of zone may recommend to the City Council that if certain conditions concerning the development of the subject property and adjoining streets are first met, that said property would then be suitable for a change of zone.

The Common Council may approve a change of zone conditioned upon a schedule for development of the specified use or uses for which rezoning is requested. If at the expiration of the period the property has not been improved for the use for which it was conditionally approved, the legislative body, after notification by certified mail to the owner and applicant who requested the rezoning, shall schedule a public hearing to take administrative action to extend, remove, or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.

### **31.500 COMMON COUNCIL PUBLIC HEARING AND ACTION**

The Common Council shall hold a second, separate public hearing from the Planning and Zoning Commission's public hearing to consider the recommendation of the Planning and Zoning Commission. The Common Council may take testimony and may consider matters not necessarily heard by the Planning and Zoning Commission. The Common Council may accept, modify, or reject the Planning and Zoning Commission recommendation based on information it received at the public hearing and knowledge the Common Council has of the matter. The Common Council may also return the request to the Planning and Zoning Commission for further consideration of issues as directed by the Common Council. Any Common Council modification to the requested official zoning map or zoning ordinance text amendment may include: reducing the area on the Official Zoning Map to be amended, modifying conditions of the rezoning request, or reducing the zoning district amendment to a less intense zoning district; or in the case of a zoning text amendment, reduce the intensity of the amendment.

The Common Council may sustain a Planning and Zoning Commission denial of a zoning case. If the Common Council wishes to approve a zoning case that the Planning and Zoning Commission recommended denial, the Common Council shall direct the preparation of an Ordinance for consideration at the next Council meeting.

The Common Council shall not change any property from the requested zoning district classification requested in the application to another zoning district classification that imposes any regulations not imposed by the zoning district requested or that removes or modifies any such regulations previously imposed on the property without following the procedure specified in Section 31.200 of this ordinance.

No rezoning or conditional use permit case that is the same or substantially the same (in site size or intensity or text) as a request which has been denied by the Common Council or was overturned by referendum shall be filed within one (1) year of the date of the Common Council's decision or referendum vote, whichever is greater.

### **31.600 PROTEST PROVISION**

In the event that a written protest against a proposed amendment is filed with the City of Kingman Development Services Department or the City Clerk, no later than the close of business of the day preceding the date set for any Council hearing on the application for amendment, by the owners of twenty (20) percent or more, either of the area of the lots included in such proposed change, or of those immediately adjacent in the rear or any side thereof extending one hundred fifty (150) feet therefrom, or if those directly opposite thereto extending one hundred fifty (150) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of at least three-fourths of all members of the City Council, If any members of the governing body are unable to vote on such a question because of a conflict of interest, then the required number of votes for passage of the question shall be three-fourths of the remaining membership of the governing body, provided that such required number of votes shall in no event be less than a majority of the full membership of the legally established governing body.

### **31.700 CLASSIFICATION OF NEW ADDITIONS**

All new additions and annexations of land to the City of Kingman shall be zoning classifications which permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made as specified in this Chapter for the rezoning of land.

### **31.800 ADMINISTRATIVELY IMPOSED DEDICATIONS OR EXACTIONS**

It is the policy of the City of Kingman that exactions and/or dedications requirements are made only when there is a direct, rational relationship (rough proportionality) between the increase in density and/or intensity of a development and their exaction and dedication.

Exactions and dedications are required by the City of Kingman only through the final actions of the Common Council action on rezoning cases or conditional use cases. Dedications and/or exactions will be clearly outlined in either an ordinance for a rezoning case or resolution for a conditional use case and will be in rough proportionality to the project impacts. These will not be calculated with mathematical precision but will be shown to be direct and rational relationships.

The Planning and Zoning Commission may recommend to the Common Council a necessary dedication and/or exaction that is rationally related to the increase in intensity or density or as may be reasonably required for public, health, safety and welfare. Property owners will not be asked to bear a burden far beyond that which the development impacts the community.

Administrative agencies of the City of Kingman, including but not limited to the Planning, Engineering, Building Safety, or Public Works Departments are not authorized to require a dedication or exaction as a condition of obtaining a building permit without an express authorization in ordinance or resolution as appropriate.



**CITY OF KINGMAN**  
**ZONING ORDINANCE TEXT AMENDMENT APPLICATION FORM**  
**CASE # ZO- 15-002**

**Application Date:** JUNE 30 2015

**Zoning Ordinance Section Proposed to be Amended:** Sec. 5.000 and Sec. 26.000

**Proposed Text Amendment (You may attach additional pages containing the proposed text language and related information):**

A text amendment to allow recreational vehicles by Conditional Use Permit within  
A Manufactured Home Park in an R-MH zoning district and subject to the conditions  
Of the RV Park Development Standards.

**APPLICANT NAME:**

HUGH P. AND MOIRA J. GALLAGHER

**Mailing Address:** 1117 OZONE AVENUE

**City/State/Zip:** SANTA MONICA CA. 90405

**Phone Number:** 310 581-0222

**Email:** MHP1117OZONE@AOL.COM

**Signature:** Hugh P. Gallagher Moira J. Gallagher

ITEMS FROM THE "ZONING ORDINANCE TEXT AMENDMENT APPLICATION PROCEDURES" SHALL ALSO BE SUBMITTED WITH THIS APPLICATION.

June 30, 2015

Planning and Zoning Dept., Kingman, AZ

Partial History of Kingman Mobile Home Park, as we know it.

We bought the park in April, 1997. At that time there were RVs in the park.  
The park was sold in 2004 to Manana Properties, at that time there were RVs in the park.

In 2011 we did a Deed in Lieu of Foreclosure, and took the park back, with RVs in the park.  
The park was in bad shape and the City issued a stay of operations because the electrical system was unsafe.

We had a meeting with Unisource Energy to upgrade the system. It went from a Master Metered system to individual meters. We installed meters in the occupied spaces, which included RV's.

We intended to install meters as they became occupied. We had an RV for space 1157, installed the pedestal and applied for a permit, which was denied because of zoning.

New gas lines were installed in 1999.  
New sewer lines were installed in 2000.  
New electrical system was installed in 2012.  
New water lines were installed in 2013.

Space rent for this park is \$245, which includes trash and 3000 gallons of water per month.

We would like to be able to rent spaces to RVs if it is economically feasible.



## CITY OF KINGMAN COMMUNICATION TO COUNCIL

**TO:** Honorable Mayor and Council Members

**FROM:** Development Services Department

**MEETING DATE:** September 1, 2015

**AGENDA SUBJECT:** Proposed Resolution No. 4967, approving a change of beneficiary of a trust for Kingman Crossing, Tract 1993-A, a single family residential subdivision

=====

**SUMMARY:** Kingman Crossing Tract 1993-A is a single family residential subdivision located on the south side of Airway Avenue at Santa Rosa Drive and is not associated with nor a part of the city-owned parcel south of I-40. On January 17, 2012 the Kingman Common Council passed Resolution No. 4762-R which accepted a new property escrow assurance and released a surety bond for Kingman Crossing, Tract 1993-A. The property escrow assurance was accepted to assure the completion of all remaining uncompleted off-site subdivision improvements for Kingman Crossing, Tract 1993-A east of Santa Rosa Drive. Under the assurance agreement no individual lots can be sold until all required subdivision improvements were completed.

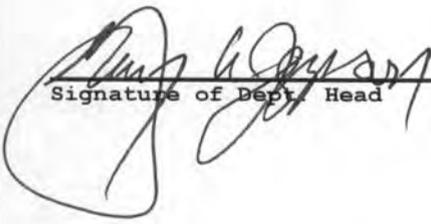
The portion of Kingman Crossing, Tract 1993-A subject to the property escrow agreement is in a trust with Pioneer Title Agency, Inc. as Trustee under Trust No. 9289. The original beneficiary of the trust was WLN Construction, LLC. The property escrow agreement requires that Pioneer Title obtain the City's written approval prior to the transfer, release, or conveyance of any of the property in this section of Kingman Crossing, Tract 1993-A.

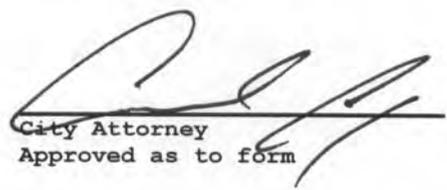
In 2013 the Council passed Resolution No. 4846 which approved a change to the beneficiary of the trust to include Frank Moore Construction, LLC as the second beneficial interest. Angle Homes has recently entered into a purchase agreement for the subject property. As a result, Pioneer Title Agency proposed changing the second beneficial interest first to Francis P. Moore individually then to Angle Homes, Inc. The Council is asked to approve Resolution No. 4967 which will provide the required written authorization for the change of beneficiary to Angle Homes, Inc.

**ATTACHMENT:** Proposed Resolution No. 4967, letter from Pioneer Title and instructions, existing property escrow assurance.

**FISCAL IMPACT:** No immediate impact.

**STAFF RECOMMENDATION:** Approve Resolution No. 4967.

  
Signature of Dept. Head

  
City Attorney  
Approved as to form

  
City Manager's Review

AGENDA ITEM: *leb*

## **CITY OF KINGMAN RESOLUTION NO. 4967**

### **A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; APPROVING A CHANGE TO THE BENEFICIARY OF A TRUST FOR A PORTION OF KINGMAN CROSSING, TRACT 1993-A**

**WHEREAS**, the final subdivision plat for Kingman Crossing, Tract 1993-A was first approved in 2005 and recorded with a property escrow assurance from First American Title Agency of Mohave, Inc., for completion of off-site improvements associated with said subdivision, and

**WHEREAS**, a surety bond assurance in the amount of \$437,588.00 was substituted in 2006 for the recorded property escrow assurance from First American Title, to assure the completion of the off-site improvements associated with said subdivision Kingman Crossing, Tract 1993-A, and

**WHEREAS**, the aforementioned surety bond assurance was released and a property escrow agreement offered by Pioneer Title Agency, Inc., Trustee under Trust No. 9289, was accepted for a portion of Kingman Crossing, Tract 1993-A on January 17, 2012 under Resolution No. 4762-R, and

**WHEREAS**, the property escrow assurance agreement was accepted to assure the completion of the remaining uncompleted off-site improvements in this subdivision, so that no additional lots east of Santa Rosa Drive will be sold until all improvements serving Lots 1 through 21, inclusive, Block 3; Lots 1 and 14, Block 4; Lots 1, 2, 13 and 14, Block 5; Lots 1 through 9, inclusive; Block 7, Lot 11, Block 42; and Lot 13, Block 44 of Kingman Crossing, Tract 1993-A are completed, and

**WHEREAS**, the property escrow assurance agreement, recorded April 11, 2012 at Fee No. 2012018438, requires Pioneer Title Agency, Inc. to obtain written approval from the City of Kingman prior to the transfer, release, or conveyance of any property within the portion of Kingman Crossing, Tract 1993-A which is subject to this agreement, and

**WHEREAS**, on June 4, 2013 Resolution No. 4846 was passed by the Common Council which approved a change of beneficiary with WLN Construction, LLC and Frank Moore Construction named as the first and second beneficial interests of Trust No. 9289, and,

**WHEREAS**, Pioneer Title Agency has proposed that the assignment of the second beneficial interest from Frank Moore Construction, LLC, an Arizona limited liability company to Francis P. Moore, a married man as his sole and separate property; then assignment of beneficial interest from Francis P. Moore to Angle Homes, Inc., an Arizona corporation.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Common Council of the City of Kingman, Arizona: That the conversion of Trust No. 9289 to a single beneficiary trust in which the trust beneficiary shall be Angle Homes, Inc. is hereby approved.

**PASSED AND ADOPTED** by the Honorable Mayor and Common Council of the City of Kingman, Arizona this 1<sup>st</sup> day of September, 2015.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

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

# Pioneer Title Agency

Pioneer Title Agency, Inc.  
2213 Stockton Hill Road  
Kingman, AZ 86401  
Phn - (928)753-5578  
Fax - 1-(855)460-3653

City of Kingman  
Attn: Rich Ruggles

August 13, 2015

Rich,

An escrow has been opened for the sale of the property described in the City of Kingman Resolution No. 4846. Pioneer Title Agency Inc., as Trustee under Trust 9289 holds title to this property for the beneficiaries WLN Construction, LLC and Frank Moore Construction. Trust 9289 will remain in title with a change of Beneficiaries first from Frank Moore Construction to Frank Moore, a married man and then Frank Moore, individually, will transfer the beneficial interest to Angle Homes, Inc.

Based on this information, can you please make the necessary arrangements in order to get this before City Council for approval? If you need any additional information, please let me know.

Thank you,

Vicki Wyatt  
Escrow Officer  
[vicki.wyatt@pioneertitleagency.com](mailto:vicki.wyatt@pioneertitleagency.com)

vlw/vlw

To: Pioneer Title Agency, Inc., an Arizona corporation (Trustee )

Re: Trust No. 9289

The parties herein instruct Pioneer Title Agency Inc., as Trustee under Trust 9289 to convert the existing double beneficiary trust into a single beneficiary trust. The beneficiary of said single beneficiary trust shall be Angle Homes, Inc., an Arizona corporation. All thirty-eight lots currently being held in Trust 9289 shall be part of this conversion and are more fully described on Exhibit "A" attached hereto and made a part hereof.

The parties understand that, prior to the conversion of this trust, written approval from the City of Kingman is required. The requested approval will address the following changes to Trust 9289:

- Assignment of second beneficial interest from Frank Moore Construction, LLC, an Arizona limited liability company to Francis P. Moore, a married man as his sole and separate property; then
- Assignment of beneficial interest from Francis P. Moore to Angle Homes, Inc., an Arizona corporation

This approval is required due to the existing Assurance Agreement recorded April 11, 2012 at Fee No. 2012018438 in the office of the County Recorder of Mohave County. Both Francis P. Moore and Angle Homes, Inc. are aware of and agree to the existing terms of the Assurance Agreement.

The parties agree that the conversion of Trust 9289 to Angle Homes, Inc. is contingent upon payment in full of the sums due WLN Construction, LLC, an Arizona limited liability company.

Upon receipt of the written approval from the City of Kingman and the deposit of funds with Pioneer Title Agency as per the terms of the Escrow Instructions dated August 20, 2015, the conversion of Trust 9289 shall become effective.

The approval by the City of Kingman shall be obtained by September 30, 2015 or these instructions shall become null and void.

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

**Current Beneficiaries:**

**WLN Construction, LLC, an Arizona limited liability company**

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

---

**By: William L. Nugent, Trustee**

**Frank Moore Construction, LLC, an Arizona limited liability company**

---

**Francis P. Moore, Member**

**Proposed Beneficiaries:**

---

**Francis P. Moore, individual**

**Angle Homes, Inc., an Arizona corporation**

---

**Doug Angle, President**

When Recorded Mail To:

Pioneer Title Agency Trust 9289  
2213 Stockton Hill Rd  
Kingman, AZ 86401



**FEE# 2012018438**

OFFICIAL RECORDS  
OF MOHAVE COUNTY  
CAROL MEIER,  
COUNTY RECORDER



04/11/2012 04:00 PM Fee: \$10.00

PAGE: 1 of 4

File No. Trust 9289

[PARCEL ID# ]

**ASSURANCE AGREEMENT**  
(Property Escrow)

THIS AGREEMENT made and entered into this 11th day of January, 2012, between PIONEER TITLE AGENCY, INC., an Arizona Corporation as Trustee under Trust 9289 and not personally (hereinafter referred to as "PIONEER") and THE CITY OF KINGMAN, Mohave County, Arizona (hereinafter referred to as "CITY")

WITNESSETH:

WHEREAS, PIONEER, as Trustee, 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, Subdivision Ordinance No. 504 adopted 1983 and all amendments thereto.

NOW, THEREFORE, in consideration of the City approving a final plat, it is understood and agreed that the following conditions are established by the property described herein.





**EXHIBIT "A "**

**Escrow No. 11631-5408205 (SAS)**

LOTS 1 THROUGH 21, INCLUSIVE, BLOCK 3; LOTS 1 AND 14, BLOCK 4; LOTS 1, 2, 13 AND 14, BLOCK 5; LOTS 1 THROUGH 9, INCLUSIVE, BLOCK 7; LOT 11, BLOCK 42; AND LOT 13, BLOCK 44 OF KINGMAN CROSSING TRACT 1993-A, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 10, 2005, AT FEE NO. 2005-13994 IN THE OFFICE OF THE RECORDER OF MOHAVE COUNTY, ARIZONA.

EXCEPT ALL OIL, GAS, COAL AND MINERALS, AS RESERVED IN DEED RECORDED IN BOOK 73 OF DEEDS, PAGE 80.

**TRUST AGREEMENT**

THIS AGREEMENT, made and entered into this 22 day of MAY, 2013, by and between **Pioneer Title Agency, Inc.**, an Arizona Corporation, as TRUSTEE, and the following named First Beneficiary:

**WLN Construction, LLC, an Arizona limited liability company**

ADDRESS OF FIRST BENEFICIARY:

4653 Carmel Mountain Road #308-221, San Diego, CA 92130

TAX ID NUMBER OF FIRST BENEFICIARY: \_\_\_\_\_

and the following named Second Beneficiary:

**Frank Moore Construction, LLC, an Arizona limited liability company**

ADDRESS OF SECOND BENEFICIARY:

2510 Stockton Hill Road, Kingman, AZ 86401

TAX ID NUMBER OF SECOND BENEFICIARY: \_\_\_\_\_

the beneficial interest to be vested as forth herein:

WITNESSETH

WHEREAS, there is being conveyed to Trustee title to the real property, described in that certain Condition of title Report, a copy of which is immediately hereafter set forth as Exhibit "B" of this agreement, said property being subject to the matters shown thereon; which is to be held in Trust by Trustee under the terms of this agreement; and

WHEREAS, First Beneficiary and Second Beneficiary (and their respective successors in interest) may herein after be referred to jointly as "the Beneficiaries" and this Trust Agreement and the Trust hereby established, as "this Trust" or "Trust No. 9289" of Pioneer Title Agency, Inc.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants, conditions and agreements herein contained, the Beneficiaries herein and Trustee herein agree as follows:

**SECTION I**

- A. The above described and designated property is hereby declared to be held in Trust by Trustee for the Beneficiaries. Trustee holds and will hold title to said property in Trust for the purposes of deeding, selling, conveying, receiving payment for or otherwise handling the property upon such terms and conditions and for such prices as Trustee may be instructed in writing so to do by Second Beneficiary of his authorized representative, subject, however, to the provisions hereof. Trustee is hereby granted full power to do all lawful acts necessary to accomplish the purposes of

this Trust. The "Trust Estate" shall consist of the legal title to said property and all funds received by Trustee from the lease or sale of said property or any interest in said property (including but not limited to funds received for the granting of licenses, easement or rights, and all rents, issues or profits in, to or upon said property) all contracts and receivables for the sale of all or any portion of said property and all funds received by Trustee as performance of the obligations of the Beneficiaries created by this Trust Agreement.

- B. Beneficiary have no knowledge of any violation of any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U.S. Environmental Protection Agency regulations as 40 C.F.R., Part 261, or the disposal or existence in or on the property, or any hazardous substance as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and the Arizona Environmental Quality Act Title 49 Arizona Revised Statutes, by any other environmental law, or by an regulations promulgated thereunder.

## **SECTION II**

- A. Throughout the term of this Agreement and the duration of the Trust hereby established the whole legal title to said property hereinbefore described shall be vested in said Trustee except as hereinafter provided and no legal interest in and to said property shall be vested in either First Beneficiary or Second Beneficiary. The sole right and power of the Beneficiaries is to enforce the performance of the terms of this Trust as expressly set forth herein.
- B. The interest of the beneficiaries in this Trust is personal property and, except as provided herein, the Beneficiaries have not and shall not have any right or power to apply for our secure the dissolution or termination of this Trust of the partition or division of any of the Trust Property.

## **SECTION III**

- A. Second Beneficiary and person claiming under Second Beneficiary shall have the right to possession of the above described property during the duration of the Second Beneficiary's interest in this Trust.
- B. Second Beneficiary, when not in default hereunder, may cause said property or a part thereof to be subdivided and improved, provided any subdivision plat or plats thereof shall comply with all existing governmental rules and regulations. Trustee is authorized to execute and record the above mentioned plat or plats and is further authorized by First Beneficiary to file for record such restrictions as Second Beneficiary may submit. All expenses in connection with subdividing, and improving said property including, but not limited to installing streets, water lines, sewers and any public utilities, shall be the obligation of Second Beneficiary.
- C. In the event the Second Beneficiary exercises any rights or obligations under the terms and conditions of this Trust to develop and sell the real property as unsubdivided land or unimproved lots or parcels as defined in A.R.S. 21-21-1, the Second Beneficiary shall fully comply with the provisions of A.R.S. 32-2195.04 or 32-2185.01, and if applicable, also shall file for exemption or qualification with all Federal Acts including, but not limited to the Interstate Land Sales Full Disclosure Act of the Department of Housing and Urban Development, provided however, Trustee shall have no liability or responsibility to determine whether or not the Beneficiary complies with said provisions or act.

- D. Upon the instruction of Second Beneficiary, when not in default hereunder, Trustee is authorized to dedicate to public use roads, alley or easement to convey any portions so dedicated to the county in which said property or to a city or town, if said property is located within the boundaries of a city or town.
- E. Upon the instructions of Second Beneficiary, when not in default hereunder, Trustee is authorized to execute petitions seeking annexation to a city or town or change in zoning for all or portion of the Trust real property.

#### **SECTION IV**

Any lien or encumbrance created, suffered or permitted by Second Beneficiary shall not affect the interest of First Beneficiary or Trustee except to the extent which may be specifically permitted by First Beneficiary under the provisions hereof. Adjudication by any court of competent jurisdiction that the unreleased Trust real property, or any part thereof, or the interest of Trustee or of First Beneficiary therein, is subject to any lien or encumbrance arising from any act or omission of Second Beneficiary (except as permitted by the provisions of this Trust) shall be a breach hereof by Second Beneficiary and a condition of default hereunder on the part of Second Beneficiary; provided, however, that such breach and default may be remedied by causing such lien or encumbrances to be discharged or at Second Beneficiary's election by procuring and keeping in effect, at Second Beneficiary's expense, a good and sufficient bond, in form and with sureties acceptable to First Beneficiary, for the payment of any sums finally adjudged to required to discharge such lien or encumbrance, and securing and keeping in effect a proper court order staying all proceeding for the sale of the property or the affect portion hereof or the interest of First Beneficiary therein.

#### **SECTION V**

First Beneficiary agrees to sell and Second Beneficiary agrees to buy the entire beneficial interest and to pay to Trustee for the account of First Beneficiary and on account of the purchase price of said beneficial interest in the amount of \$100,000.00 to be payable as follows:

The entire principal balance, together with all accrued interest at the rate of 7% (seven percent) per annum, beginning April 1, 2013, shall become all due and payable on or before March 1, 2018.

#### **SECTION VI**

Intentionally deleted.

#### **SECTION VII**

Subject to the conditions and for the periods set forth in Section V of this Agreement Second Beneficiary does hereby assume and agree to pay all taxes and assessments levied and assessed upon and against or secured by a lien upon the trust real property for the year in which this trust becomes effective and all subsequent years. In the event Second Beneficiary shall fail to pay said taxes or assessments prior to the delinquency thereof, or any other charges which are the obligation of Second Beneficiary, then First Beneficiary shall have the right to advance the amounts necessary to pay the same, and any payments so made by First Beneficiary shall be prima facie evidence of the necessity therefore, and the amounts so paid shall be repaid to the First Beneficiary by Second Beneficiary on demand, together with interest thereon at the same rate as provided for in the principal obligation hereinbefore provided, from the date of such payment by First Beneficiary. Trustee shall forward any

tax bills or any notices concerning taxes to Second Beneficiary only. First Beneficiary shall procure independent of this Trust a tax service contract or other similar service to keep First Beneficiary apprised of the status of the real property taxes and assessments.

### SECTION VIII

1. Any provision of this Trust Agreement to the contrary notwithstanding, whenever Second Beneficiary is not in default in any of his obligations hereunder, the Trustee is authorized to sell pursuant to Second Beneficiary's direction through an escrow in the Escrow Department of Pioneer Title Insurance Agency, or any of its subsidiary companies, all of the above described property. PROVIDED, HOWEVER, that until the purchase price as set out in Section V hereof has been paid in full the principal of the sale price of the property sold shall be of an amount which is sufficient to pay the release price of the property sold, taxes or assessments or the Sellers' prorated share thereof necessary to close said sale, and the expenses of sale including but not limited to any real estate commission involved in such sale. Trustee shall be entitled to execute and deliver all instruments and perform all acts necessary or appropriate to the completion of any sale made pursuant to and in accordance with this Section regardless of any default of Second Beneficiary or forfeiture of Second Beneficiary's interest in this Trust occurring after such sale.

### SECTION IX

- A. All funds constituting a portion of the trust estate shall be distributed by Trustee according to the following priorities:
  1. First: To reimburse Trustee for any payment made by Trustee which is reimbursable under the provisions hereof.
  2. Second: To the payment of all damages, if any, incurred by Trustee in the administration of this Trust.
  3. Third: To the payment of fees, expenses and charges of Trustee.
  4. Fourth: To the account of the Beneficiaries under whichever of the following alternatives is applicable:
    - a. To First Beneficiary those funds paid by Second Beneficiary on account of his installment obligations hereunder, either principal or interest or on account of release price, except as provided in (b) and (c) hereof;
    - b. Upon the sale of all of the real property legal title to which is held by Trustee and in which First Beneficiary has an interest at the date of said sale the balance of all funds arising from said sale shall be distributed by Trustee according to the following priorities:

**First Priority:** The portion of said sale price constituting the down payment shall be paid to Second Beneficiary provided, however, that if the remaining unpaid balance upon said sale shall not equal or exceed the amount of the then unpaid principal to be paid to First Beneficiary under the provisions of this trust, then the down payment shall be divided between First Beneficiary and Second Beneficiary in such a manner that the principal balance remaining to be paid to First Beneficiary under this Trust subsequent to said division shall be equal to the remaining principal balance to be paid on said sale, excluding any provisions whatsoever for interest.

**Second Priority:** To first Beneficiary until all the unpaid principal and interest to be paid First Beneficiary under the provisions hereof have been paid in full.

**Third Priority:** To Second Beneficiary the remainder of said funds.

c. Upon the sale of any portion which is less than all of the real property legal title to which is held by Trustee and in which First Beneficiary has an interest at the date of said sale, the balance of all funds arising from said sale shall be distributed by Trustee according to the following priorities:

**First Priority:** To the payment of the escrow fees, title insurance premiums, taxes or assessments on the trust property of the seller's prorated share thereof.

**Second Priority:** To First Beneficiary until sufficient funds have been paid to First Beneficiary to permit the release of said portion of said property from the interest of First Beneficiary and until it is so released, funds payable under this priority shall not be applied toward the release of any property other than the property which is the subject of said sale.

**Third Priority:** To Second Beneficiary the remainder of said funds.

d. The balance of all funds constituting a portion of the Trust estate which are not specifically provided for in sub-paragraphs (a), (b) and (c) of this fourth priority of Paragraph A of this Section IX shall be distributed to the Second Beneficiary.

B. All disbursements made by Trustee may be made in either cash, check, draft or money order as the Trustee determines. Trustee shall have no duty or obligation to make distribution to any of the Beneficiaries more frequently than monthly. Trustee is authorized to accept cash, check drafts or money orders as payment and the date of receipt thereof shall constitute the date of receipt of payment by the Beneficiaries for all purposes under the provisions of this Trust; provided further, all payments to remedy a default shall be made in cash, cashier's check, certified check or bank or postal money order.

#### SECTION X

A. If Second Beneficiary fails to pay any installment of principal or interest as and when due hereunder or fails to pay any order sum properly payable hereunder or breaches any covenants, conditions or stipulation hereof, then First Beneficiary may declare a default or breach by delivering to Trustee a written Notice of Default together with written instructions to serve said Notice of Default upon Second Beneficiary, and such Notice of Default shall specify the nature of the default or breach. Second Beneficiary shall not be deemed in default until receipt by Trustee from First Beneficiary of such Notice of Default. Said Notice of Default may contain notice of reinstatement of the time of the essence clause, if the Trustee deems it necessary. If said default or breach be not remedied within thirty (30) days after service of said Notice of Default upon Second Beneficiary, then First Beneficiary may declare all sums agreed to be paid hereunder immediately due and payable. The election to accelerate shall be effective upon receipt by Trustee of written notice of such election from First Beneficiary. If the First Beneficiary so elects to accelerate, First Beneficiary shall cause notice of such election to be served by Trustee upon Second Beneficiary. First Beneficiary may also upon expiration of said thirty (30) day period and failure by Second Beneficiary to remedy said default or breach within said period, the forfeiture of Second Beneficiary's interest as provided in this Section X and the forfeiture of any unused balance of the Option Payment shall be First Beneficiary's sole and exclusive remedies in the event of a default on the part of Second Beneficiary hereunder enforce a forfeiture by notice in the manner herein after agreed upon.

B. Forfeiture by notice shall be made in the following manner: First Beneficiary by written instruction to Trustee shall cause Trustee to serve a Notice of Declaration of Forfeiture upon Second Beneficiary. Said Notice of Declaration of Forfeiture shall contain notice of acceleration, if so elected; a

statement to the nature of the default or breach; and the period during which Second Beneficiary shall be entitled to perform his obligations hereunder which shall be equal to the period specified in Section 33-741 Arizona Revised Statutes. Upon failure by Second Beneficiary to correct said default or breach within said period, then, without further notice, all right, estate and interest created by this Trust Agreement or then existing in favor of Second Beneficiary or any one who claims under Second Beneficiary, in and to all unreleased property, shall cease, terminate and become null and void, and all equitable and legal interest and estates in all such unreleased property and any improvements on any such unreleased property and all other appurtenances, together with all sums of money theretofore paid by Second Beneficiary hereunder, shall revert to, vest in and become his sole property of Trustee for the benefit of First Beneficiary as liquidated damages for such default or breach and not as a penalty. All sums of money received by Trustee of the Notice shall be impounded by Trustee for the use and benefit of Second Beneficiary to remedy Second Beneficiary's default or breach, provided, however, upon failure by Second Beneficiary to remedy said default or breach, all sums impounded shall revert to and vest in First Beneficiary as liquidated damages as herein above provided in this Section.

C. Upon expiration of the period specified in said Notice of Declaration of Forfeiture, Trustee may serve a Notice of Completion of Forfeiture upon Second Beneficiary; however, effectiveness of the forfeiture shall not be conditioned upon service of such Notice of Completion of Forfeiture. After completion of forfeiture, First Beneficiary may instruct Trustee to convey all unreleased property and to deliver all funds held by Trustee for the account of First Beneficiary to First Beneficiary and Trustee shall have thirty (30) days within which to comply with such instructions.

D. Within the context of this Section wherever notice is required to be served on Second Beneficiary, Trustee shall cause copies of said notice to be served on any party having a derivative interest from Second Beneficiary shown on the records of the Trustee.

E. As a condition of the remedy of any default or breach as provided in this section Second Beneficiary shall within said period as provided herein pay all costs of Trustee for administering the provisions of this Section.

## SECTION XI

A. Trustee shall not be required, in dealing with the trust property or in otherwise acting hereunder, (1) to enter into any contract or other obligation in its proprietary corporate capacity, nor, (2) to make itself individually liable to pay or incur the payment of any damages, attorney's fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. Trustee shall have no individual liability of obligation whatsoever, arising from its ownership, as Trustee hereunder, of the legal title to the trust property, or with respect to any act done or contract entered into or indebtedness incurred in relation to the trust property or in otherwise acting hereunder. Trustee reserves the right to incorporate the above limitations of its liability in any instrument or document executed in connection with this trust.

B. Trustee shall not be required to pay, discharge or attend to the release of any claim, lien or encumbrances (including but not limited to mechanics or materialmen's liens, real and personal property taxes, assessments, income taxes, inheritance or estate taxes, excise taxes, special assessment penalties and interest thereon) involving this or any property or interest hereunder, or any transaction relating to the trust. If there shall be asserted any such claim, lien or encumbrance of any nature against the trust property, Trustee shall have no duty or responsibility to defend against such assertion or to take any other action with respect thereto.

C. If Trustee shall pay or incur any liability to pay any money on account of this trust, or incur any liability to pay any money on account of any litigation as a result of holding title to the trust property or otherwise in connection with this trust, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the Beneficiaries jointly and severally shall pay on demand to Trustee, with interest thereon at the highest legal rate until paid all such payments made by Trustee together with its expenses, including reasonable attorney's fees and they shall indemnify and hold Trustee harmless of and from any and all liabilities incurred by it for any reason whatsoever in connection with this trust. Trustee shall have a lien on the trust property to secure performance of the obligations of the Beneficiaries under this trust, which lien shall be senior to the respective interest of the Beneficiaries. Trustee shall not be required to convey or otherwise deal with the trust property so long as any money is due Trustee under this trust, or defend any legal proceedings on account of or involving this trust or any property or interest hereunder or transaction relating to the trust.

D. In the event Trustee is instructed or requested to do so any action (or refrain from doing any act) performance of which (or non-performance of which), in Trustee's sole opinion, would subject Trustee to unreasonable risk of liability, expense or litigation, Trustee shall have no obligation to perform such act (or to refrain from performing such act) except upon being furnished instruction or indemnity adequate, in Trustee's sole absolute and uncontrolled discretion to protect Trustee against such risk of liability, expense or litigation or exception in accordance with an adjudication by a court of competent jurisdiction (and the determination of all appeals and expiration of all applicable appeal periods) in any appropriate legal or equitable proceedings, including, without limiting the generality of the foregoing, an action for an accounting or to secure approval of an accounting, a suit for a declaratory judgment, an interpleader action, or a suit for instruction to Trustee. In any such action the Trustee shall be entitled to a judgment against all the Beneficiaries for any expenses and costs including reasonable attorney's fees incurred in such action, to the extent that the court may determine.

E. Any instruction notice to Trustee shall be in writing and in such form as Trustee may require; provided, however, that Trustee may, in its discretion, act on oral instruction or notice.

F. Trustee shall have not liability to any Beneficiary or his successor or assigns on an account of electing to act in accordance with any provisions hereof, as reasonably construed by Trustee, regardless of whether or not such provisions may subsequently be reformed or declared invalid, unenforceable or otherwise construed in any litigations or proceeding.

## SECTION XII

A. Five (5) years following the due date for the final installment of the purchase price as herein provided, Trustee may sell all of the real property remaining in the trust which is not subject to an Agreement for Sale. Such sale shall be free of any right, title or interest of the Beneficiaries; and no Beneficiary shall have any right of redemption therefrom. Such sale shall be for cash and shall be conducted by Trustee. Written notice of the time and place of such sale shall be served at least thirty (30) days prior to the date for such sale upon all persons having an interest in said property as indicated on the record of the Trustee. Trustee shall distribute the proceeds from such sale, first to the payment of all its costs, fees, charges and damages, second to First Beneficiary any amount remaining due and owing under terms thereof, and third to Second Beneficiary.

B. This Trust shall terminate upon conveyance of all of the property by Trustee in accordance with the provisions hereof, and the distribution of all of the funds in the hands of the Trustee to the person or persons entitled thereto in accordance with terms hereof. But in no event shall this Trust continue

for more than twenty-one (21) years past the date hereof unless requested by Beneficiaries and consented to by Trustee.

### **SECTION XIII**

This Trust Agreement may be amended only by a written amendment hereto delivered to Trustee and accepted in writing by Trustee, and no purported amendment hereto not complying herewith shall be effective for any purpose as regards the obligation of Trustee. No assignment or transfer, either absolute or as security, or any interest of any Beneficiary shall be effective (nor shall it confer upon the purported assignee or transferee any rights, against Trustee or any other party, or create any interest in this trust or in the trust estate), except an assignment or transfer accomplished by a proper amendment hereto, Trustee shall be entitled to treat any written instrument purporting to constitute an assignment or transfer of any interest of any Beneficiary as such a proper amendment. Amendments to this Trust Agreement not affecting any provision hereof except the identity of the person having rights with respect to beneficial interest hereunder shall not require the concurrence of parties (other than Trustee) whose rights and obligations are not thereby affected. Trustee shall accept any such amendment presented to it with proof satisfactory to Trustee of its genuineness, unless it shall purport to create obligations or risk of liability on Trustee which Trustee is not willing to assume and upon such endorsement the amendment shall become a part of the Trust Agreement for all purposes to the same effect as though set forth in full herein.

### **SECTION XIV**

Trustee shall upon inquiry by any person, disclose to such person the identity, address as shown by Trustee's records, and nature of the interest of each person owning or holding, absolutely or as security, any beneficial interest in this trust.

### **SECTION XV**

In the event the First Beneficial interest is held by two or more Beneficiaries, one Beneficiary shall be designated, by separate instructions to receive all notices and billings.

In the event the Second Beneficial interest is held by two or more Beneficiaries, one Beneficiary shall be designated, by separate instructions to receive all notices and billings, except trust Default and Forfeiture Notices.

Service of any notice of any kind upon any Beneficiary by Trustee may be made in person or by mail and shall be deemed completed when delivered, in person to the Beneficiary, or when deposited in the United States mail, ordinary postage prepaid, addressed to the Beneficiary at the last mailing address of the Beneficiary filed in writing with Trustee.

### **SECTION XVI**

"Release Property" is all that real property conveyed to Trustee which Second Beneficiary shall be entitled to have conveyed to Beneficiary or its nominee, free and clear of any right, title, claim or interest of First Beneficiary pursuant thereto and which Second Beneficiary shall have designated by written instrument delivered to Trustee while not in default or before expiration of the thirty (30) day period provided for in the Notice of Default set forth in Section X-A.

"Unreleased Property" is all the real property conveyed to Trustee which is not released property.

## **SECTION XVII**

Time is of the essence in the performance of each and every obligation hereby imposed.

Waiver of any breach hereof, or default hereunder by any party shall not constitute a waiver or consent to any continued, additional or separate breach or default, whether of the same of similar nature or otherwise.

## **SECTION XVIII**

"Trustee" means Pioneer Title Agency Inc., an Arizona corporation, only in its capacity as Trustee of the Trust and not in its proprietary corporate capacity not as Trustee of any other Trust.

## **SECTION XIX**

In any litigation between Beneficiaries concerning their respective rights and obligations hereunder, the prevailing Beneficiary shall be entitled to a judgment or his expenses and attorney's fees therein reasonably incurred.

## **SECTION XX**

Second Beneficiary shall include the property held hereunder in a Comprehensive General Liability Insurance Policy carried by Second Beneficiary. Second Beneficiary shall, during the term of this Trust Agreement, continue to maintain at its expense, insurance showing the Trustee as an additional insured thereunder with said insurance to protect the Trustee against public liability and such other hazards or liabilities as the Trustee may reasonably require and in such amounts as the Trustee may reasonably require. A copy of said policy or certificate reflecting said coverage shall be delivered to the Trustee only when requested by Trustee.

## **SECTION XXI**

As compensation for its services under this Trust, the Trustee shall be entitled to receive its usual and customary trust fees and charges in conformity with the fee schedule of the Trustee then in effect and as may be amended from time to time, without notice.

All fees charged by reason of the number of Second Beneficiaries and subsequent transactions involving only the Second Beneficial Interest shall be the obligation of the Second Beneficiary.

NOTE: A reasonable charge will be made for extraordinary services rendered.

## **SECTION XXII**

As between First Beneficiary and Second Beneficiary except as herein specifically provided to the contrary, it is agreed that all fees shall be payable by Second Beneficiary; provided, however, that Trustee may look to any property or funds in its hands for payment thereof.

## **SECTION XXIII**

Each provision hereby granting a right or privilege to Second Beneficiary (including, without limiting the generality of the foregoing, the provisions permitting subdividing and improving of the property) and not expressly imposing an obligation on Second Beneficiary creates only a right or privilege in Second

Beneficiary, which Second Beneficiary may or may not exercise, at Second Beneficiary's sole option; and Second Beneficiary has no obligation to exercise such right or privilege. Notice is hereby given that Second Beneficiary is not the agent of First Beneficiary for the purpose of subdividing or improving the property or for any other purpose.

#### **SECTION XXIV**

Trustee shall not be obligated to warrant title to any property sold or conveyed by it except as against the act of the Trustee only. Trustee shall convey title pursuant to the provisions of the Trust in the manner and form required by Section 33-401 of the Arizona Revised Statutes, as amended, specifically providing the full disclosure of the names and address of all Beneficiaries.

#### **SECTION XXV**

An applicable policy of title insurance of First American Title Insurance Company, Inc., in the regular form then in use shall be issued in connection with each transaction involving trust property, if the nature of the transaction creates an insurable interest, or unless such issuance is specifically waived by Trustee.

#### **SECTION XXVI**

The accounting records of Trustee shall at all reasonable times be open to the interested parties to this Trust. The Beneficiaries shall be entitled to monthly statements from the Trustee showing all the receipts and disbursement and charges made in connection with this Trust.

#### **SECTION XXVII**

No advertising shall indicate the Trustee is the author thereof, and the Trustee shall not be liable for any statement or representation made therein.

#### **SECTION XXVIII**

No person dealing with Trustee shall be obligated to ascertain whether or not Trustee has exceeded its powers in any act it may perform or cause to be performed incident to or in connection with the management, control, sale, application, distribution, disposal or otherwise handling of the Trust Estate.

#### **SECTION XXIX**

This Trust shall be exempt from the provision and operation of the Uniform Principal and Income Act of Arizona.

#### **SECTION XXX**

The interest of the First and Second Beneficiary may be assigned upon written notification to and acceptance by the Trustee and the payments to the Trustee of all assignment fees and other fees due the Trustee from the interest being assigned. No such assignment shall relieve the Assignor of the obligation created in this Trust Agreement.

#### **SECTION XXXI**

Whenever the context of this instrument so requires words used in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural the singular; the word person includes a corporation, company, partnership, or association, or society as well as a natural person. Every reference to any Beneficiary or to the Beneficiaries collectively shall be deemed to constitute a reference to all successors in interest or assigns of the party referred to.

**SECTION XXXII**

The provisions of this instrument and the terms and conditions hereof and of this Trust shall be binding upon and inure to the benefit of the executors, administrators, legatees, devisees, heirs, successors and assigns of the parties hereto.

**SECTION XXXIII**

The Trustee may resign at any time upon thirty (30) day written notice of its intention to do so mailed to all Beneficiaries at their last address known to Trustee. If within thirty (30) days after notification to the Beneficiaries a successor Trustee has not been appointed by mutual agreement to all Beneficiaries, Trustee may commence an action for appropriate relief in a court of competent jurisdiction for the appointment of a Successor Trustee, or at its option, Trustee may convey the trust estate to Beneficiaries as their interests appear hereunder or take any other action as it may deem necessary or appropriate in the circumstances. Notwithstanding any such resignation, Trustee shall continue to have a lien on all property constituting the Trust estate, which lien shall be senior to the respective interests of the Beneficiaries or any Assignee thereof, for its costs, expenses, legal representation, advances on behalf of any Beneficiary and for its reasonable compensation. Every Successor Trustee appointed hereunder shall become fully vested with all properties constituting the trust estate and with rights, powers, duties and obligations of the Trustee being succeeded.

APPROVED BY:

APPROVED BY:

FIRST BENEFICIARY

SECOND BENEFICIARY

WLN Construction, LLC, an Arizona limited liability company

Frank Moore Construction, LLC, an Arizona limited liability company

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

  
By: William L. Nugent, Trustee

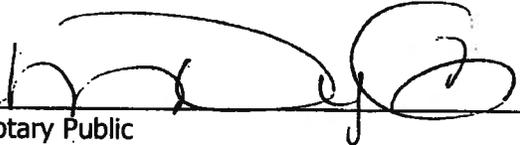
  
Francis P. Moore, Member

STATE OF ARIZONA

County of Mohave

On May 22, 2013, before me, the undersigned Notary Public, personally appeared William L. Nugent, Trustee of the 2005 William L. Nugent Revocable Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

My commission Expires: 6-6-14

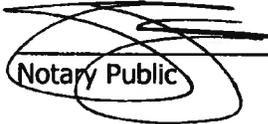


STATE OF ARIZONA

County of Mohave

On May 23, 2013, before me, the undersigned Notary Public, personally appeared Francis P. Moore, Member, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

My commission Expires: 6/14/13



Executed by Trustee this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Pioneer Title Agency, Inc., an Arizona corporation

\_\_\_\_\_  
Veronica Murchison, Trust Officer

Deed and Assignment of Interest

Trust No. 9289

KNOW ALL MEN BY THESE PRESENTS:

That **WLN Construction, LLC, an Arizona limited liability company** hereinafter called Assignor, for and in consideration of the sum of \$10.00 in hand paid, receipt of which is hereby acknowledged, does by these presents sell, convey, assign, transfer and set over unto **WLN Construction, LLC, an Arizona limited liability company as First Beneficiary and Frank Moore Construction, LLC, an Arizona limited liability company as Second Beneficiary** hereinafter called Assignee, all of his right, interest, powers, privileges and benefits created or reserved by that certain Trust Agreement dated January 6, 2012 being Trust No. 9289 in the records of the Trust Department of Pioneer Title Agency Inc., an Arizona corporation wherein said Assignor, owns 100% of the beneficial interest.

This Deed and Assignment of Interest is given and accepted with the understanding and agreement that the Assignor herein and the Assignee herein hereby ratify, confirm, and Approve all actions heretofore taken by the Trustee and all disbursements heretofore made by the Trustee and is given and accepted with the understanding and agreement that the interest and the property held under said Trust which is hereby conveyed and assigned is subject to all terms and conditions of said Trust Agreement, including all supplements and amendments thereto and assignments thereof, and subject to all obligations and liabilities under said Trust Agreement heretofore accrued or hereafter arising under the terms thereof. The Assignee herein agrees to accept and be bound by all the terms, conditions, stipulations and obligations thereof and Trustee is authorized to substitute the Assignee herein in place of the Assignor under said Trust Agreement.

Wherever the context of this instrument so requires, words used in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural the singular; the word person includes a corporation, company, partnership, or association, or society as well as a natural person.

IN WITNESS OF, the Assignor herein has hereunto set his hand and seal this 22 day of May, 2013.

WLN Construction, LLC, an Arizona limited liability company  
By: 2005 William L. Nugent Revocable Trust, Managing Member

William L. Nugent  
By: William L. Nugent, Trustee (Assignor)

STATE OF ARIZONA )  
County of moHAVE ) ss.,

On this 22nd day of May, 2013 before me, the undersigned Notary Public, personally appeared **William L. Nugent, Trustee of the 2005 William L. Nugent Revocable Trust as Managing Member**, 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.

[Signature]  
Notary Public



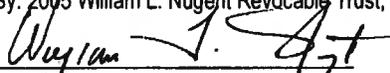
**ACCEPTANCE BY ASSIGNEE**

The foregoing Deed and Assignment of Interest is hereby accepted and all of the terms and conditions are hereby approved, and the Assignee hereby agrees to be bound by and to comply with all of the obligations of the Trust Agreement under said Trust No. 9289. The correct mailing address of the Assignee is as per Exhibit "A" attached hereto and made a part hereof.

Dated this 22 day of May, 2013

**First Beneficiary:**

WLN Construction, LLC, an Arizona limited liability company  
By: 2005 William L. Nugent Revocable Trust, Managing Member

  
By: William L. Nugent, Trustee (Assignee)

**Second Beneficiary:**

Frank Moore Construction, LLC, an Arizona limited liability company

  
Francis P. Moore, Member (Assignee)

**TRUSTEE'S ENDORSEMENT**

The foregoing Deed and Assignment of Interest is hereby accepted, as to form, and filed in the Trust Department of the Trustee's offices this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PIONEER TITLE AGENCY INC.

BY \_\_\_\_\_  
Veronica Murchison (Trust Officer)

NOTE: Trustee's endorsement hereon shall be effective only after all assignment fees and other fees or expenses, currently due Trustee by the interest being assigned, have been paid in full.

EXHIBIT 'A'

Assignee Addresses

First Beneficiary – WLN Construction, LLC  
4653 Carmel Mountain Road #308-221  
San Diego, CA 92130

Second Beneficiary – Frank Moore Construction, LLC  
2510 Stockton Hill Road  
Kingman, AZ 86401

To: Pioneer Title Agency, Inc., an Arizona corporation (Trustee )  
Re: Trust No. 9289

The parties herein instruct Pioneer Title Agency Inc., as Trustee under Trust 9289 to convert the existing single beneficiary trust into a double beneficiary trust. The parties to said double beneficiary trust shall be WLN Construction, LLC, an Arizona limited liability company as First Beneficiary and Frank Moore Construction, LLC, an Arizona limited liability company as Second Beneficiary. All thirty-eight lots currently being held in the trust shall be part of this conversion and are more fully described on Exhibit "A" attached hereto and made a part hereof.

The double beneficiary trust shall contain the following payment provisions:

Sales Price: \$100,000.00

Payable as follows: The entire \$100,000.00 together with interest at the rate of 7% (percent) per annum beginning April 1, 2013, shall be all due and payable March 1, 2018.

Trustee is hereby authorized to insert the interest start date and maturity date on the Trust Agreement after the parties have executed same.

The parties understand that, prior to the conversion of this trust, written approval from the City of Kingman is required. This approval is required due to the existing Assurance Agreement recorded April 11, 2012 at Fee No. 2012018438 in the office of the County Recorder of Mohave County. Frank Moore Construction, LLC, as Second Beneficiary is aware of and agrees to the existing terms of the Assurance Agreement.

Upon receipt of the written approval from the City of Kingman, the double beneficiary trust shall become effective and interest shall start to accrue in favor of WLN Construction, LLC as First Beneficiary.

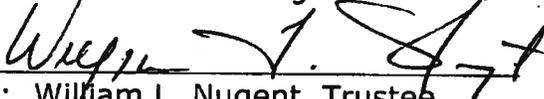
The approval by the City of Kingman shall be obtained by July 1, 2013 or these instructions shall become null and void.

Date: 5/22/13

Current Beneficiary:

WLN Construction, LLC, an Arizona limited liability company

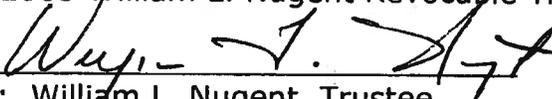
By: 2005 William L. Nugent Revocable Trust, as Managing Member

  
By: William L. Nugent, Trustee

Proposed Beneficiaries:

WLN Construction, LLC, an Arizona limited liability company

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

  
By: William L. Nugent, Trustee

Frank Moore Constructions, LLC, an Arizona limited liability company

  
By: Francis P. Moore, Member

# CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: John A. Dougherty, City Manager

MEETING DATE: September 1, 2015

AGENDA SUBJECT: Discussion and direction concerning street closures

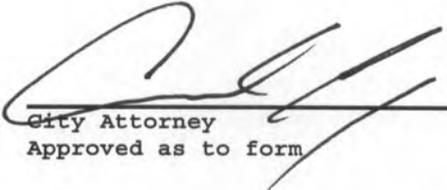
SUMMARY: The City recently received an application for a street closure to hold an event downtown. The business owner was told he would have to make arrangements for the street closure barricades. Upon contacting a vendor in Fort Mohave the business owner decided the cost (\$1,100) was too prohibitive and talked about cancelling his event. I asked the Public Works Director to calculate the cost of the Street Department doing the street closure (\$390). Department personnel have been through training on doing street closures and the department has the equipment to do minor closures on a periodic basis.

ATTACHMENT: None

STAFF RECOMMENDATION: In order to encourage events in the city, staff would like authorization from Council to do street closures using city personnel, at the City Manager discretion, when feasible and personnel are available.

BUDGET IMPACT: All costs would be recouped in the charges for the street closure and it is hoped that we would increase TPT income and present the city as more business friendly.

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

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

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

AGENDA ITEM: 6c



**CITY OF KINGMAN  
COMMUNICATION TO COUNCIL**

**TO:** Honorable Mayor and Common Council  
**FROM:** Sydney Muhle, City Clerk  
**MEETING DATE:** September 1, 2015  
**AGENDA SUBJECT:** Executive Session – City Manager Contract

---

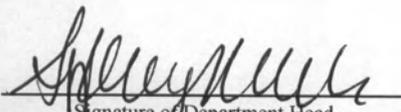
**SUMMARY:** THE COUNCIL MAY GO INTO EXECUTIVE SESSION IN ACCORDANCE WITH A.R.S.38-431.03(A)(1) TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

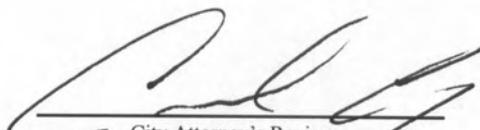
Contract Negotiations with the City Manager

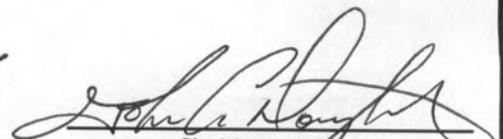
**ATTACHMENT:**

**FISCAL IMPACT:**

**STAFF RECOMMENDATION:**

  
Signature of Department Head

  
City Attorney's Review

  
City Manager's Review

96