

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

5:30 PM

AMENDED AGENDA

Tuesday, March 15, 2016

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

INVOCATION

The invocation will be given by City Attorney Carl Cooper.

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 Regular Meeting minutes of March 1, 2016**

2. APPOINTMENTS

- a. Consideration of appointing a new Economic Development and Marketing Commission (EDMC) member**

The EDMC has one vacant term that expires in December, 2017. On March 9, 2016 the EDMC voted 4-0 to recommend Phillip R. Forrest for appointment to the EDMC. **Staff recommends approval.**

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. Special event liquor license application**

Applicant Steven C Robinson of the Mohave County Republican Party has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, March 19, 2016 from 4:00 P.M. to 12:30 A.M. at the Boys & Girls Club of Kingman at 301 N 1st St in Kingman. **Staff recommends approval.**

b. Proposed Resolution 5001: declaring the City's intent to collect paybacks for a sewerline extension in Pinal Street (ENG14-044)

The Engineering Department finalized a sewer payback calculation sheet for an extension of approximately 327 linear feet of 8-inch PVC SDR-35 sewer line extension with one (1) manhole cover in Pinal Street. The City intends to collect paybacks on behalf of the installing party on these sewer lines in accordance with the Municipal Utility Regulations. **Staff recommends approval.**

c. Approval of Resolution 5002: agreement for architectural services

The Kingman Fire Department has selected the professional services of Selberg Associates, Inc. for the design and development of documents for preparation of Fire Station 2 and Fire Station 5. Resolution 5002 approves the agreement for architectural services for the design and drawings of the fire stations. **Staff recommends approval.**

d. 2016 Governor's Office of Highway Safety (G.O.H.S.) grant award

The Kingman Police Department has been awarded \$1,000 from the G.O.H.S. The funding will support continued enforcement programs focused on safety belt and child passenger safety laws during the "Buckle Up Arizona....It's the Law!" campaign. **Staff recommends approval.**

e. Approval of transfer of funds from Contingency Account

The Dispatch Center is in need of new monitors for the dispatcher consoles in order to support recent equipment upgrades. **Staff recommends Council approves acceptance of the transfer from the Dispatch Center's excess contingency fund account in the amount of \$3,823.47 to cover the quote for monitors.**

f. Engineering Building improvements construction manager at risk (CMAR) design contract (ENG15-052)

Staff has completed the process for selecting a CMAR for the Engineering Building improvements. The selection committee, comprised of Staff and a licensed local contractor, has ranked T.R. Orr, Inc. as the most qualified contractor. Staff has requested a fee proposal from T.R. Orr, Inc. to cover the preconstruction/design phase of the project. T.R. Orr, Inc. has prepared a proposal to complete the design phase assistance for a not to exceed price of \$5,515.00. **Staff recommends that the agreement with T.R. Orr, Inc. be approved.**

g. Special event liquor license application

Applicant James Guillot of the Mohave County Fair Association has applied for a Series 15 Special Event Liquor License for an event to take place Thursday, April 28, Friday, April 29 and Saturday, April 30 from 9 A.M. to 6 P.M., at Mother Road Harley Davidson, 2501 E. Beverly in Avenue in Kingman. **Staff recommends approval.**

5. OLD BUSINESS

a. Consideration of Resolution 5000: declaring 10,133 square feet of right-of-way located at Monroe Street and Karen Avenue as surplus property and authorizing the City to deed such right-of-way to the adjoining property owner, which is the Loyal Order of the Moose Lodge #1704

This is a request from KC Orr Builders, Inc., applicant, and Loyal Order of the Moose Lodge #1704, abutting property owner, to vacate (abandon) a portion of Monroe Street located between Marlene Street and Karen Avenue. The request is to facilitate construction of a parking lot, landscaping, retention area, and street improvements associated with the renovation of the fire damaged lodge facilities. The Planning & Zoning

Commission held a public hearing on February 9, 2016 and voted 6-0 to recommend approval of the vacation of the portions of Monroe Street as requested by the applicant. Staff report conditions included a recommended value of the vacated right-of-way to be no less than \$6,000. The Planning and Zoning Commission recommended to Council that the \$6,000 be waived for the Moose Lodge due to the street and sidewalk improvements they intend to construct along their property. This waiver would violate Article 9, Section 7 of the Arizona Constitution related to the Gift Clause if a public benefit is not found by deeding the property without payment. Two options of Resolution 5000 have been prepared for the Council's consideration. Option "A" abandons the right-of-way without the \$6,000 acquisition cost if the Moose Lodge agrees to make the street, curb, gutter, and sidewalk improvements along the respective street frontages. Option "B" abandons the respective right-of-way upon payment of the \$6,000 by the applicant. **Staff recommends approval of option "A" of Resolution 5000.**

b. Consideration of acceptance of an offer of dedication of right-of-way at the southeast corner of Monroe Street and Marlene Avenue

A right-of-way has been offered to the City for certain property located at the southeast corner of Monroe Street and Marlene Avenue. The property owner, Kingman Lodge No. 1704 Loyal Order of Moose, is offering to dedicate the right-of-way for roadway, utilities, and other public purposes in conjunction with the abandonment of a portion of Monroe Street south of this location. **Staff recommends accepting the deed of dedication.**

c. Proposed modifications to animal ordinances

Staff, at the direction of Council and with input from interested parties, has modified Chapter 3, Article II, Section 3-22 of the Code of Ordinances and created Chapter 3, Article III, Section 3-45 of the Code of Ordinances with options relating to number of animals per residence, number of poultry and fowl permitted per square feet of residence, definition of types of birds, and livestock substitutions relating to goats, sheep and horses. **Staff recommends approval of Ordinance 1810R and recommends that Council choose and approve one of the two options for Ordinance 1811. Staff alternatively requests further direction in the event that Council desires rewording or further modifications to the ordinances currently being reviewed.**

6. NEW BUSINESS

a. Presentation of Interstate 40 (I-40) crossing alternatives (ENG15-042)

On August 4, 2015, the City hired AECOM Technical Services to prepare a Feasibility Study to evaluate potential crossings of I-40 at Prospector Street and Kingman Crossing Boulevard. The City is in need of a crossing of I-40 to meet public safety and transportation demands on the east side of town. The Feasibility Study examines a total of five alternatives for crossing I-40, including four alternatives for Prospector Street and one alternative for Kingman Crossing Boulevard. Dale Wiggins, PE, the Project Engineer for AECOM, will provide a presentation of the study and will be available to answer any questions. **Staff recommends review and direction from Council.**

b. Discussion on future annexation

Mayor Anderson and Vice-Mayor Young would like to have an open discussion with the Council concerning annexation in the future. Annexation of Butler is not being proposed. **Staff recommends the discussion take place and Council direct Staff to investigate the potential annexation of specific areas.**

7. REPORTS

a. 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.

ADJOURNMENT



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council
FROM: City Clerk's Office
MEETING DATE: March 15, 2016
AGENDA SUBJECT: The Regular Meeting minutes of March 1, 2016

SUMMARY:

FISCAL IMPACT:

STAFF RECOMMENDATION:

Approve the minutes.

ATTACHMENTS:

Description

Regular Meeting minutes of March 1, 2016

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Roper, Erin	Approved	3/8/2016 - 12:29 PM

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

DRAFT

MINUTES

5:30 PM

Tuesday, March 1, 2016

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

Members	Officers	Visitors Signing in
Richard Anderson – Mayor	John Dougherty, City Manager	See attached list
Carole Young - Vice-Mayor	Carl Cooper, City Attorney	
Mark Abram	Jackie Walker, Human Resources Director	
Larry Carver	Jake Rhoades, Fire Chief	
Kenneth Dean	Keith Eaton, Assistant Fire Chief	
Jen Miles	Greg Henry, City Engineer	
Stuart Yocum	Robert DeVries, Chief of Police	
	Mike Meersman, Parks and Recreation Director	
	Tina Moline, Finance Director	
	Gary Jeppson, Development Services Director	
	Rob Owen, Public Works Director	
	Joe Clos, Information Services Director	
	Sydney Muhle, City Clerk	
	Erin Roper, Deputy City Clerk and Recording Secretary	

Mayor Anderson called the meeting to order at 5:28 P.M. All councilmembers were present.

INVOCATION

The invocation will be given by Jerry Dunn of Oak Street Baptist Church

Pastor Dunn provided the invocation, after which the Pledge of Allegiance was said in unison.

PLEDGE OF ALLEGIANCE

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1. APPROVAL OF MINUTES

a. The Work Session Meeting minutes of January 28, 2016

Councilmember Miles made a MOTION to APPROVE the Work Session Meeting minutes of January 28, 2016. Councilmember Yocum SECONDED and it was APPROVED by a vote of 7-0.

b. The Regular Meeting minutes of February 16, 2016

Councilmember Yocum made a MOTION to APPROVE the Regular Meeting minutes of February 16, 2016. Councilmember Abram SECONDED and it was APPROVED by a vote of 7-0.

2. APPOINTMENTS

a. Clean City Commission (CCC) appointments

Currently there are two vacancies on the CCC that were created by the departure of two commissioners in recent months. At their meeting on February 18, 2016, the Clean City Commission reviewed applications for three people potentially interested in serving on the CCC. **The commission voted 4-0 to recommend Michael Moreno and 3-1 to recommend Richard Wing for appointment to the Clean City Commission.**

Kingman resident Michael Moreno stated he moved to Kingman from the greater Los Angeles area 10 years ago and wanted to help the community as much as possible. Mr. Moreno stated he was young and outgoing and wanted to be a part of the community.

Richard Wing stated he lived in Kingman since 1983 and was a retired diesel mechanic. Mr. Wing stated he helped with many different CCC projects, such as cleanup days and the rock & roll paint-a-thon, for a number of years. Mr. Wing stated he wanted to help the community.

Councilmember Yocum made a MOTION to ACCEPT the Clean City Commission's recommendation. Vice-Mayor Young SECONDED.

Councilmember Carver stated he appreciated anyone willing to step forward and help out but Mr. Moreno had an extensive criminal history. Councilmember Carver stated providing people an opportunity to rehabilitate and move forward was important, but Mr. Moreno's history was very recent. Councilmember Carver stated Mr. Moreno's record stretched back to 2007 and included serving a sentence in the Arizona Department of Corrections, where he was disciplined several times for infractions. Councilmember Carver stated he wanted to see a longer period of time in compliance before appointing Mr. Moreno as a representative of the City. Councilmember Carver stated he could not support Mr. Moreno's appointment.

Vice-Mayor Young stated she did not have that information at the time of her second.

Councilmember Yocum stated he stood by his original motion and he did not want to block anyone from wanting to better themselves because of an error in judgement or past mistakes. Councilmember Yocum stated Mr. Moreno addressed the issues in the letter distributed to the Council; a copy is attached to the end of this report.

City Attorney Carl Cooper stated he attached a memo on Mr. Moreno's criminal history to item "2a" in the meeting agenda packet.

Chair of the CCC Ralph Bowman stated the commission did not have the knowledge of Mr. Moreno's background at the time the recommendation was made. Chair Bowman stated he had some concerns since three of the cleanups utilized prisoner labor. Chair Bowman stated he wanted to withdraw his vote to support Mr. Moreno's appointment.

Councilmember Abram stated he commended Mr. Moreno for wanting to be a part of the community and appreciated that he was trying to better himself, but there needed to be a period of time of diligence and effort to comply with the law if he wanted to serve on a commission. Councilmember Abram stated any issues currently in the court system needed to be cleared up before appointment.

Vice-Mayor Young WITHDREW her SECOND. The motion DIED for LACK OF SECOND.

Councilmember Carver made a MOTION to APPOINT Richard Wing to the Clean City Commission. Vice-Mayor Young SECONDED.

Mayor Anderson stated it was important to recognize people who were willing to help the City become a clean and desirable place to live. Mayor Anderson stated he hated to penalize anyone that tried to accomplish that and he felt Mr. Moreno was sincere in his appeal, but there was a potential for conflict at those times when prisoners were used. Mayor Anderson stated he hoped people would not be deterred from trying to better themselves.

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

3. AWARDS/RECOGNITION

a. Dispatch badge pinning

The Dispatch Center has promoted and/or hired numerous positions in the last couple of months. The promotional and hiring processes are complete and the Dispatch Center would like to conduct badge pinning for the following ranks:

Promotions

Deann MacLeod	Communications Administrator 10/5/2015
Amy Kennedy	Communications Crew Leader 11/29/2015
Marjorie Stone	Communications Crew Leader 11/29/2015
Jennifer Terry	Communications Crew Leader 11/29/2015
Stacy Nelson	Communications Crew Leader 7/15/2012

New Hires

Robert Brambley	Communications Specialist 10/26/2015
Ashley King	Communications Specialist 10/26/2015
Misha Whalen	Communications Specialist 10/26/2015

Kingman Fire Chief Jake Rhoades stated there were many promotions in the past few months and it was important to recognize the efforts people put forward in a generally thankless job. Chief Rhoades stated call volume had risen drastically and the employees met those demands.

Assistant Fire Chief Keith Eaton read the names of the employees and Chief Rhoades distributed the badges.

4. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

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

Kingman resident Doug Dickmeyer requested an update on the proposed landscaping district to accompany the planned development district at Kingman Crossing.

Mayor Anderson directed City Manager John Dougherty to look into Mr. Dickmeyer's request.

Kingman resident Joe Longoria stated he wanted to run for Council in the coming election, but when he went to get the paperwork from the City Clerk's Office he was informed it would not be ready until the end of March or beginning of April. Mr. Longoria stated Bullhead City already had paperwork available. Mr. Longoria stated City Clerk Sydney Muhle provided good and valid reasons for prolonging the distribution of paperwork, but he disagreed with them and felt a citizen should be able to get the paperwork before a certain date that is set by one individual. Mr. Longoria stated he was willing to pay if there was a cost involved. Mr. Longoria stated the City should do whatever it

could to make it easier for the residents to get involved in the political process. Mr. Longoria stated he hoped the Council would look into the matter so he did not have to wait until the last minute to obtain the necessary signatures and announce his candidacy.

Mayor Anderson directed Mr. Dougherty to look into Mr. Longoria's comments and prepare an announcement for the paper that outlined the election paperwork process and timeline.

5. CONSENT AGENDA

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

a. **Liquor license application**

Applicant Jodi Vurnovas of Good 2 Go has applied for a Series 10 Beer and Wine Store Liquor License for a store located at 915 W. Beale Street, Kingman. **Staff recommends approval.**

b. **Application for permanent liquor license extension of premises/patio permit**

Applicant Stacy Thomson of House of Hops has submitted a permanent Application for Extension of Premises/Patio Permit at 312 E. Beale Street in Kingman. **Staff recommends approval.**

c. **Application for permanent liquor license extension of premises/patio permit**

Applicant Floyd A. Ward of Redneck's Southern Pit BBQ has submitted a permanent Application for Extension of Premises/Patio Permit at 420 E. Beale Street in Kingman. **Staff recommends approval.**

d. **Special event liquor license application**

Applicant Monica Busch of Kingman Healing Hooves has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, April 9, 2016 from 5:00 P.M. to 10:00 P.M. at Beale Celebrations, 201 N. 4th Street in Kingman. **Staff recommends approval.**

e. **Consideration of reconstructing the Miner's Monument at the Kingman Train Depot**

The Historic Preservation Commission (HPC) is working with local community groups on plans to rebuild the Miner's Monument at the west end of the Kingman Train Depot. The majority of the materials and labor have been donated; however, the City will need to purchase some materials for the steel frame if the Council decides to approve the project. **Staff recommends approval.**

f. **Special event liquor license application**

Applicant Daniel P. Lara of the Mohave County Community College Foundation, Inc. has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, March 5, 2016 from 6:00 P.M. to 10:00 P.M. at the Historic Elk's Lodge #468 at the northwest corner of Oak Street and 4th Street in Kingman. **Staff recommends approval.**

g. **Special event liquor license application**

Applicant Thomas L. Spear of the Route 66 Scholarship Dinner has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, April 30, 2016 from 4:00 P.M. to 10:00 P.M. at Beale Celebrations, 201 N. Fourth Street in Kingman. **Staff recommends approval.**

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

6. OLD BUSINESS

There was no old business.

7. NEW BUSINESS

a. **Public hearing and consideration of Resolution 5000: approve the vacation (abandonment) of a portion of Monroe Street and acceptance of a grant of easement**

This is a request from KC Orr Builders, Inc., applicant, and Loyal Order of the Moose Lodge #1704, abutting property owner to vacate (abandon) a portion of Monroe Street located between Marlene Avenue and Karen Avenue. This includes a 2,125 square foot portion of the right-of-way for Monroe Street adjacent to Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and an 8,008 square foot portion of the right-of-way for Monroe Street adjacent to Lot 15, Block 17 of Cecil Davis Addition, Unit 3 as shown on Exhibit A. The request is to facilitate construction of a parking lot, landscaping, retention area, and street improvements associated with the renovation of the fire damaged lodge facilities. **The Planning and Zoning Commission voted 6-0 to recommend approval of the vacation of the portions (2,125 sq. ft. and 8,008 sq. ft.) of Monroe Street as requested by the applicant. Staff report conditions included a recommended value of the vacated right-of-way to be no less than \$6,000.00 for the sections of the street to be vacated.**

Development Services Director Gary Jeppson presented the slides included in the agenda packet. Slide one was an introductory slide. On slide two Mr. Jeppson stated the property was part of the old Hualapai Mountain Road alignment. On slide three Mr. Jeppson showed a graphic of the current right-of-way. Mr. Jeppson stated the property was appraised and valued at \$6,000. Mr. Jeppson stated the Moose Lodge was short on funds and asked for the fee to be waived, which the Planning & Zoning Commission recommended, but there was a conflict in the Arizona Revised Statutes (ARS) for gifting that did not allow the City to waive the fee.

Mayor Anderson opened the public hearing at 5:57 P.M.

Mr. Longoria asked what value the property had for the City and what the ramifications of not having it could be.

Mr. Jeppson stated it was the old alignment and of no use at this time. Mr. Jeppson stated the Moose Lodge could use it for a parking lot. Mr. Jeppson stated the Moose Lodge had a fire on the property and in order to rebuild they needed to meet the parking requirements. Mr. Jeppson stated the value was \$6,000.

Councilmember Carver asked who owned the property to the north with parcel numbers ending in 79 and 80.

Mr. Jeppson stated he did not know.

Councilmember Yocum stated the Moose Lodge owned the other properties and they were looking forward to paving it for parking purposes.

Councilmember Miles asked how the \$6,000 value was determined.

Mr. Jeppson stated the Moose Lodge commissioned an independent appraisal.

City Engineer Greg Henry stated he looked up the property owner and the Moose Lodge owned 79 and 80.

Mayor Anderson closed the public hearing at 6:01 P.M.

Councilmember Abram stated he read ARS Article 9, Section 7 that addressed granting or gifting. Councilmember Abram asked if the Moose Lodge completed sidewalk improvements in lieu of payment for the property would it truly be "gifting."

Mr. Cooper stated sidewalk improvements were part of the subdivision requirements and were required any time improvements were made. Mr. Cooper stated the improvements could not be used in place of payment for the property.

Councilmember Abram asked if the property could be sold on a payment schedule.

Mr. Cooper stated the Arizona State Constitution did not allow cities to utilize their credit for loans.

Councilmember Abram made a MOTION to ABANDON the property for the price of \$6,000. Councilmember Miles SECONDED.

Councilmember Dean asked if the property was truly worth \$6,000 in its current state.

Councilmember Abram stated that was the appraised value.

Councilmember Yocum stated the City vacated a piece of land by the cemetery four months ago and did not seek compensation from the applicant so precedence was set.

Mr. Cooper stated precedent was not set as Mr. Jeppson stated the person paid for the property.

Councilmember Carver stated the property was currently useless and the Moose Lodge was already using it. Councilmember Carver stated the property was also used for voting operations. Councilmember Carver asked if an independent appraiser arrived at the figure.

Mr. Jeppson stated that was correct and Janet Ross and Associates was hired by the Moose Lodge.

Councilmember Miles stated the price seemed high for the property.

Councilmember Dean asked who would pay for property in that configuration.

Councilmember Abram asked if the City could vacate for a lesser amount.

Mr. Dougherty stated the City could auction the property.

Councilmember Carver stated the Moose Lodge should have some insurance money from the fire. Councilmember Carver stated he wanted to arrive at a figure that would keep the City out of trouble.

Mr. Cooper stated the Council could find facts to justify their position, such as extra improvements.

Councilmember Abram AMENDED his MOTION to vacate the property in grant of an easement and accept offsite improvements in lieu of payment.

Councilmember Miles WITHDREW her SECOND.

Vice-Mayor Young asked if a Council had ever abandoned property without requiring compensation.

Mr. Jeppson stated he did not know, but the City had abandoned property north of Airway Avenue and Yuma Street for a cost of \$57. Mr. Jeppson stated there may be statutes that allowed the City to abandon property back to the original grantor of the right-of-way.

Councilmember Abram WITHDREW his MOTION.

Mayor Anderson directed Staff and the City Attorney to look for additional information and provide other options.

Mr. Cooper stated the Council could find the appraisal amount inappropriate as the Council was the finder of fact.

Councilmember Dean asked if the Council would handle the situation the same way for a private person.

Mayor Anderson stated he appreciated Mr. Cooper's statement, but none of the councilmembers were licensed appraisers.

Councilmember Abram stated Resolution 5000 option "B" provided the opportunity to waive the sale.

Councilmember Abram made a MOTION to ADOPT Resolution 5000 option "B."
Councilmember Carver SECONDED.

Councilmember Miles stated option "B" was included to appease the Planning & Zoning Commission and was not the correct and legal decision to make. Councilmember Miles stated the Council agreed the land appeared to be overvalued.

Councilmember Carver stated \$6,000 may be an appropriate value for the two slivers of property based on the value of the entire lot from the Mohave County Assessor's Office. Councilmember Carver stated the assessed values were also typically lower than the market values.

Councilmember Abram stated someone would not build on 2,000 square feet.

Councilmember Yocum made a MOTION to CALL FOR THE QUESTION. Councilmember Carver SECONDED and it was APPROVED by a vote of 7-0.

Councilmember Abram's motion FAILED by a VOTE of 1-6 with Councilmember Abram voting AYE.

Councilmember Yocum made a MOTION to RESCHEDULE item "7a" until a representative from the Moose Lodge could attend. Mayor Anderson SECONDED and it was APPROVED by a vote of 7-0.

b. Consideration of acceptance of an offer of dedication of right-of-way at the southeast corner of Monroe Street and Marlene Avenue

A right-of-way has been offered to the City for certain property located at the southeast corner of Monroe Street and Marlene Avenue. The property owner, Kingman Lodge No. 1704 Loyal Order of Moose, is offering to dedicate the right-of-way for roadway, utilities, and other public purposes in conjunction with the abandonment of a portion of Monroe Street south of this location. **Staff recommends accepting the deed of dedication.**

Mr. Jeppson stated the item was dependent on the approval of item "7a."

Councilmember Yocum made a MOTION to RESCHEDULE item "7b" to a meeting when it would coincide with item "7a." Councilmember Abram SECONDED and it was APPROVED by a vote of 7-0.

c. Kingman SOARS

Kingman SOARS is a proposed community-wide visioning process to develop a new strategic plan using town halls, focus groups and community surveys. The City of Kingman has a General Plan with stated vision and goals. The purpose of Kingman SOARS is to allow Kingman's citizens to identify and prioritize the strategic objectives that support the vision and will lead to the success of Kingman's economic environment and improve quality of life. Targeted sectors will be analyzed to provide direction for where the citizens want the City to go in the next 5 to 10 years. **Council discretion.**

Councilmember Miles reviewed the item summary and stated the proposed program would take some months to do and would not be a quick fix. Councilmember Miles stated the program would divide Kingman into segments in order have citizens in similar neighborhoods and businesses providing feedback in focus groups. Councilmember Miles stated hiring a competent facilitator would allow the City to get feedback from its citizens on sector growth opportunities, improvements to the regulation process, and communication, which would be used to create the foundation for Kingman's economic future. Councilmember Miles stated the idea had been done in certain ways in Kingman's history and the City did have a General Plan, vision, and goals, but the proposal would build on that and create strategic objectives to help the City accomplish those goals. Councilmember Miles stated other communities used similar types of approaches and it would be an opportunity to listen to the citizens in a structured way that would give the Council the framework to think about strategic decision making. Councilmember Miles stated she talked to Mr. Dougherty about a time frame and cost.

Mayor Anderson asked if the City's previously conducted studies and the America's Best Communities (ABC) study had been reviewed and considered. Mayor Anderson stated the ABC study established focus groups. Mayor Anderson stated he was concerned that the Kingman SOARS proposal did not consider the impact of Interstate 11 (I-11).

Councilmember Miles stated the proposal would not eliminate these items from consideration and she did not presume to know what the citizens would communicate during the focus groups. Councilmember Miles stated some of the studies were done a long time ago and the ABC study had yet to be published. Councilmember Miles stated she wanted transparency in the study, which included publishing it on the City's website. Councilmember Miles stated she participated in an ABC focus group, but never saw the outcome.

Mayor Anderson directed Mr. Dougherty to follow up with the Kingman Area Chamber of Commerce on the ABC study, particularly to get access to the documents that were developed and used.

Councilmember Miles stated there were many groups in Kingman that were working towards bettering the community, but they were not connected in a unified approach. Councilmember Miles stated the proposal would be a chance to connect those groups in a positive way and move forward in a productive direction.

Vice-Mayor Young stated it was important to have a strategic plan as well an implementation plan. Vice-Mayor Young stated the City had conducted a lot of studies, but nothing was implemented. Vice-Mayor Young stated the University of Arizona completed a free community vision plan for the City five years ago at the request of the Economic Development and Marketing Commission (EDMC). Vice-Mayor Young stated she did not know where the plan was, but it was an excellent plan that outlined what the community wanted and could sustain in terms of industry and retail.

Councilmember Miles stated an implementation plan was a priority, which would require City and department head buy-in.

Councilmember Kenneth stated he liked the idea of community input and something needed to be done to move Kingman forward.

Mayor Anderson stated different parts of the City had different needs and goals and within each section there could be different groups of people with different ideas. Mayor Anderson stated uniting everything into one plan would be a challenge.

Councilmember Miles stated the town halls would be modeled after the Arizona town halls structure except they would be two to three hour sessions instead of three full day sessions. Councilmember Miles stated a steering committee should be formed that would include some councilmembers, department heads and commission members.

Vice-Mayor Young stated the University of Arizona's study took approximately eight to nine months to complete and ended with the community vision.

Mr. Dickmeyer stated he supported the proposal and there needed to be more interaction between the City and the community. Mr. Dickmeyer stated it could be as simple as a town hall that discussed certain topics and allowed the community to ask questions and get answers from Council.

Vice-Mayor Young stated she wanted to ensure the Council would follow-up and implement a plan based on the findings.

Mayor Anderson stated he did not want to commit funds until the steering committee returned to the Council.

Councilmember Miles stated there would be a minimum of 150 to 160 hours of work, which would be approximately \$15,000 to \$20,000, and the Council needed to move forward with that understanding.

Mayor Anderson stated the request for funds needed to be brought back to the Council for approval or included in the budget.

Councilmember Abram stated the Council would need to see what the bid process returned as there could be a wide range of offers.

Councilmember Miles stated she agreed, but the Council needed to realize there was a price tag for bringing in a neutral facilitator.

Councilmember Yocum asked if the Council could estimate how the proposal would financially benefit Kingman.

Councilmember Miles stated it was hard to make an estimate as so much would depend on buy-in.

Mayor Anderson stated the steering committee should include steps on implementation.

Councilmember Miles stated the implementation plan would be an outcome to the process, not the origin of the process.

Vice-Mayor Young stated the Council could review quotes at the budget workshop.

Mr. Dougherty stated the program would not be implemented until July 1, 2016 unless the Council transferred contingency funds.

Councilmember Miles made a MOTION to MOVE FORWARD with the Kingman SOARS proposal, develop a steering committee, direct the City Manager to assign Staff to participate on the steering committee, and approve funding up to \$20,000 from contingency funds. Vice-Mayor Young SECONDED and it was APPROVED by a vote of 5-2 with Councilmember Carver and Councilmember Yocum voting NAY.

d. Town hall regarding Fiscal Year (FY) 2017 budget

Mayor Anderson has requested an agenda item to discuss the potential of holding a town hall meeting to discuss the FY 2017 budget. If the Council desires they will establish a date and location for this town hall meeting to be led by Mayor Anderson or Vice-Mayor Young. This will be a preliminary discussion to provide guidance for a proposed agenda for approval at the March 15, 2016 Council meeting.

Mayor Anderson stated the Council generally received a budget book and held a workshop to determine the contents of the draft budget; however, the public did not often have an opportunity to provide input. Mayor Anderson stated a town hall meeting could be beneficial due to the issues the City faced over the last couple of years. Mayor Anderson stated the Council was scheduled to receive the budget book on May 2, 2016 with May 9, 2016 for the workshop. Mayor Anderson stated it would be beneficial to hold a town hall meeting after receiving the books. Mayor Anderson stated there could be presentation materials to help the public understand the contents of the budget, how the City prioritized the use of its funds, and what could and could not be done with the money.

Councilmember Abram stated the town hall was a good idea as many people did not understand the reasoning behind Council decisions and requests.

Mayor Anderson stated the meeting would include all seven councilmembers with an agenda that permitted interaction with the public.

Mr. Dickmeyer stated he supported a town hall meeting. Mr. Dickmeyer stated the meeting should be simple and it was not necessary to include all seven councilmembers and create an agenda. Mr. Dickmeyer stated town hall meetings needed to be the norm and there should be a semi-permanent meeting place arranged for them. Mr. Dickmeyer stated the meetings should not contain a quorum of Council. Mr. Dickmeyer stated there should be a way for citizens to request town hall meetings, such as a petition on the City website. Mr. Dickmeyer stated the town hall meetings should not place a three minute limit on citizen speakers.

Mayor Anderson stated he appreciated e-mails and phone calls from people as the Council did not always receive enough feedback.

Mr. Dickmeyer stated any councilmember could schedule and host a meeting on their own or with one other member in order to keep the meeting simple.

Mayor Anderson stated the Council should establish a date between May 2, 2016 and May 9, 2016 for the town hall meeting. Mayor Anderson stated he and Vice-Mayor Young would work with Mr. Dougherty and the Ms. Muhle would work with the councilmembers to find an appropriate time and place.

Councilmember Yocum asked how the meeting would be promoted as not everyone paid attention to posted meeting agendas.

Mayor Anderson stated each councilmember could talk to their constituents to promote the meeting.

Mayor Anderson made a MOTION to SCHEDULE a town hall meeting between May 2, 2016 and May 9, 2016. Councilmember Yocum SECONDED and it was APPROVED by a vote of 7-0.

8. REPORTS

a. Board, Commission and Committee reports by Council Liaisons

Mayor Anderson stated he attended the CCC meeting and the next community cleanup event would be on Saturday, March 12, 2016 at the Mohave County Fairgrounds from 7:00 A.M. to 12:00 P.M. Mayor Anderson stated he attended the Municipal Utilities Commission (MCU) meeting and the commission had yet to make any proposals for the budget. Mayor Anderson stated MUC would meet next month and were looking at options to expand City infrastructure.

Councilmember Miles stated she attended the Historic Preservation Commission meeting and Laura Hansen was elected chair of the commission with Nannette Russell as vice-chair. Councilmember Miles stated the commission would have a special meeting in March, 2016 in order to discuss initiatives related to the historic overlay district. Councilmember Miles stated the Miner's Monument was also discussed and it would be an excellent addition to the downtown area.

9. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

Mr. Dougherty read a thank you letter from the Kingman Cancer Care Unit and stated the City employees raised over \$4,000. Mr. Dougherty thanked the Human Resources Department, Kingman Fire Department and Kingman Police Department for their particularly hard work on the fundraising efforts.

Councilmember Yocum requested an agenda item at the next Council meeting for the Council handbook and code of ethics as well as consideration of adjusting the Call to the Public agenda item language.

Mr. Cooper stated he could provide an update on the handbook, but it would not be complete by the next Council meeting.

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

ADJOURNMENT - 7:08 P.M.

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

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



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: John Dougherty, City Manager

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Consideration of appointing a new Economic Development and Marketing Commission (EDMC) member

SUMMARY:

The EDMC has one vacant term that expires in December, 2017. On March 9, 2016 the EDMC voted 4-0 to recommend Phillip R. Forrest for appointment to the EDMC.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Application

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Dougherty, John	Approved	3/9/2016 - 5:15 PM
City Attorney	Cooper, Carl	Approved	3/9/2016 - 5:16 PM
City Manager	Dougherty, John	Approved	3/9/2016 - 5:15 PM



CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

OR
16 MAR 11 3:08 AM '58

MEMBERSHIP ON THE Economic Development Marketing Commission
Estimated hours per month you can devote to this group: 10 hours

Name Phillip R. Forrest Home Phone # [REDACTED]

Address [REDACTED] Alternative Phone # [REDACTED]

Zip Code 86401

Email [REDACTED] Resident Located in -

Kingman City Limits

Mohave County

Length of Residency 9 months Are you a registered voter? Yes No

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

List other boards or commissions interested in:

1. List your educational background. Masters Degree in Nursing Administration and Education

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

was providing grants to businesses for start-up ventures

3. Describe your involvement in the Kingman community.

Attend weekly bereavement group

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

was a commanding officer of a reserve field hospital unit.

Served 28 years in the Navy

5. Describe why you are interested in serving in this position. Believe that Kingman
has greater potential to develop industries that will provide needed
jobs

6. If you are appointed to any of the boards or commissions you have listed interest in, please list potential conflicts of interest. Explain: No conflicts of interest can be seen

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

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

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

Signature of Applicant Shilly R. Font Date 3-1-16

Please return this application to:
 City of Kingman
 City Clerk's Office Fax (928) 753-6867
 310 North Fourth Street
 Kingman, AZ 86401

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

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



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council
FROM: City Clerk's Office
MEETING DATE: March 15, 2016
AGENDA SUBJECT: Special event liquor license application

SUMMARY:

Applicant Steven C Robinson of the Mohave County Republican Party has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, March 19, 2016 from 4:00 P.M. to 12:30 A.M. at the Boys & Girls Club of Kingman at 301 N 1st St in Kingman.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

First page of the liquor license application

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	3/10/2016 - 12:50 PM



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:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

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

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

SECTION 1 Name of Organization: MOHAVE COUNTY REPUBLICAN PARTY

SECTION 2 Non-Profit/IRS Tax Exempt Number: _____

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

- Charitable 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: BOYS & GIRLS CLUB OF KINGMAN
 Address of Location: 301 N 1ST ST KINGMAN, AZ 86401 (MOHAVE)
 Street City COUNTY State Zip

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

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

1. Applicant: ROBINSON STEVEN C _____
 Last First Middle Date of Birth
 2. Applicant's mailing address: _____
 Street City State Zip
GOLDEN VALLEY AZ 86413
 3. Applicant's home/cell phone: _____ Applicant's business phone: (928) 753-2467
 4. Applicant's email address: _____



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: City Clerk's Office

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Proposed Resolution 5001: declaring the City's intent to collect paybacks for a sewerline extension in Pinal Street (ENG14-044)

SUMMARY:

The Engineering Department finalized a sewer payback calculation sheet for an extension of approximately 327 linear feet of 8-inch PVC SDR-35 sewer line extension with one (1) manhole cover in Pinal Street. The City intends to collect paybacks on behalf of the installing party on these sewer lines in accordance with the Municipal Utility Regulations.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Resolution 5001

Sewer Payback Agreement

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	3/10/2016 - 3:52 PM

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

Sewerline Payback

**CITY OF KINGMAN, ARIZONA
RESOLUTION NO. 5001**

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; APPROVING A PAYBACK AGREEMENT WITH DEBI & VALLE HERNANDEZ FOR APPROXIMATELY 327 LINEAR FEET OF 8-INCH PVC SDR-35 SEWER LINE EXTENSION WITH ONE (1) MANHOLE COVER IN PINAL STREET

WHEREAS, Article IX, Section 9.1 of the Municipal Utilities Regulations allows the City to establish and collect paybacks for water and/or sewer projects constructed private developers, and;

WHEREAS, Debi & Valle Hernandez did install approximately 327 linear feet of 8-inch PVC SDR-35 sewer line extension with one (1) manhole cover in Pinal Street at a cost of \$16,948.98 which includes both design and construction costs, and;

WHEREAS, the total front footage of properties which benefit from the approximately 327 linear feet of 8-inch PVC SDR-35 sewer line extension with one (1) manhole cover in Pinal Street is determined to be 903.58 linear feet, and;

WHEREAS, this payback is hereby calculated on the cost per linear foot basis of \$16,948.98 divided by 903.58 linear feet which equates to a cost of \$18.7576 per linear foot, and;

WHEREAS, information on the properties affected by this payback, a map showing the payback limits and calculations of the payback amounts based upon a cost per linear foot basis are attached as Exhibit "A," and;

WHEREAS, the monies collected from this payback will be returned to Debi & Valle Hernandez

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Kingman hereby declares:

1. The payback for the approximately 327 linear feet of 8-inch PVC SDR-35 sewer line extension with one (1) manhole cover in Pinal Street is established as per linear foot basis of \$18.7576 per linear foot. A list of the properties affected is attached hereto as Exhibit "A."
2. The City shall collect the amounts due in accordance with the Municipal Utility Regulations and return the money to Debi & Valle Hernandez.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, this 15th day of March, 2016.

ATTEST:

Sydney Muhle, City Clerk

APPROVED:

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

EXHIBIT "A"

APN	Block	Lot	Address	Cost per Lineal Front Foot	Frontage	Total Frontage Cost
320-04-031	D	4	3925 Pinal Street	\$18.7576	260.13	\$4,879.41
320-04-025B	C	8B	3920 Pinal Street	\$18.7576	261.69	\$4,908.67
320-04-030	D	3	3965 Pinal Street	\$18.7576	211.00	\$3,957.85
320-04-025A	C	8A	3940 Pinal Street	\$18.7576	170.76	\$3,203.05
					-----	-----
					903.58 L.F.	\$16,948.98
						- \$8,111.72 (I.P.)

					Total Payback Amount	\$8,837.26

After Recording, hold for:
City Clerk
310 N. 4th St
Kingman AZ 86401
S-261

SEWER LINE PAYBACK AGREEMENT

S-261

THIS SEWER LINE AGREEMENT, made and entered into on March 15, 2016 by and between the CITY OF KINGMAN, a municipal corporation, hereinafter referred to as the CITY; and

Debi & Valle Hernandez

hereinafter referred to as the INSTALLING PARTY.

WHEREAS, the INSTALLING PARTY has installed, at his sole expense, a sewer line extension which has been constructed according to the City of Kingman's Standard Specifications for Public Works Improvements and has installed under the supervision of the City Engineer, as follows:

installation of approximately 327 linear feet of 8-inch PVC SDR-35 sewer line extension with one manhole in Pinal Street

NOW, THEREFORE, in consideration of the installation of said sewer line and of the mutual agreements of the parties herein contained, it is agreed as follows:

1. That the INSTALLING PARTY hereby assigns and transfers to the CITY the above described sewer line extension and any and all necessary rights-of-way for said line or any part thereof now owned and/or held, or to be owned or to be held by him.
2. The INSTALLING PARTY shall make available to the CITY all records of costs incurred in connection with the construction of said sewer line so that the CITY may accurately determine the original cost of said line.
3. Owners of lots or parcels abutting this sewer line who desire to be connected to the sewer system within twenty (20) years from the date of acceptance of the sewer line shall pay to the CITY a proportionate share of the original costs, as determined by the Kingman Municipal Utility Regulations, in the sum of \$18.7576 per linear foot across the frontage (MUR IA18) of the parcel being connected.
4. The CITY shall collect the amount due in accordance with the Municipal Utility Regulations and return same to the INSTALLING PARTY.
5. That the INSTALLING PARTY, and those connected later, shall comply with, and be subject to all rules, regulations, and fee schedules required by the CITY.
6. The CITY shall, at all times, have the right to connect further sewer line extensions to, and beyond, any such above described sewer extension, and serve other property owners without regard to any agreement made as provided herein.

IN WITNESS WHEREOF, the parties have set their hands the day and year first-above written.

CITY OF KINGMAN
a municipal corporation

City Manager

ATTEST:

City Clerk

INSTALLING PARTY

Name: Debi & Valle Hernandez
Address: [REDACTED]
Kingman, AZ 86409

STATE OF ARIZONA)
) ss.
County of Mohave)

The foregoing instrument was acknowledged before me this ____ day of _____, 20
by _____.

Notary Public

My Commission Expires: _____

APN	Block	Lot	Address	Cost per Lineal Front Foot	Frontage	Total Frontage Cost
320-04-031	D	4	3925 Pinal Street	\$18.7576	260.13	\$4,879.41
320-04-025B	C	8B	3920 Pinal Street	\$18.7576	261.69	\$4,908.67
320-04-030	D	3	3965 Pinal Street	\$18.7576	211.00	\$3,957.85
320-04-025A	C	8A	3940 Pinal Street	\$18.7576	170.76	\$3,203.05
					-----	-----
					903.58 L.F.	\$16,948.98
						- \$8,111.72 (I.P.)
					-----	-----
Total Payback Amount						\$8,837.26



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jake Rhoades, Fire Chief

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Approval of Resolution 5002: agreement for architectural services

SUMMARY:

The fire department has selected the professional services of Selberg Associates, Inc. for the design and development of documents for preparation of Fire Station 2 and Fire Station 5. Resolution 5002 approves the agreement for architectural services for the design and drawings of fire station two (2) and fire station (5). As agreed upon during the February 16, 2016 regular council meeting, the deliverables include: Architectural site plan, floor plan, roof plan, exterior elevations, major building sections, reflected ceiling plan and color/material schedule along with design development level Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Protection Engineering, Civil Engineering, Landscape Architecture, Specification Writing and a square foot based estimate of probable cost statement as required for City of Kingman Plan Review Permit process. Plan review, Building Permit and development fees, etc. are not included in the fee. Basic Services includes coordination with Client's Project Representative and Client's direct Consultants and two (2) client design/review meetings. The price also includes the construction administration during the construction process. The selection process is pursuant to A.R.S. 34-103.

FISCAL IMPACT:

\$181,800.00 for construction administration of Fire Station 2 as well as Fire Station # 5 costs. The total \$181,800.00 from account 304-4076-5110-91-10 approved during the 2015-2016 adopted budget.

STAFF RECOMMENDATION:

Staff recommends Council approve resolution 5002 from Selberg Associates, Inc. for both Fire Station 2 and Fire Station 5.

ATTACHMENTS:

Description
Resolution 5002
Previously Approved Architecture Plan

REVIEWERS:

Department	Reviewer	Action	Date
Fire Department	Rhoades, Jake	Approved	3/4/2016 - 5:01 PM
City Attorney	Cooper, Carl	Approved	3/7/2016 - 3:04 PM
City Manager	Dougherty, John	Approved	3/7/2016 - 12:36 PM

CITY OF KINGMAN RESOLUTION NO. 5002

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA, APPROVING AN
AGREEMENT FOR ARCHITECTURAL SERVICES FOR THE DESIGN AND
DRAWINGS OF FIRE STATION TWO (2) AND FIRE STATION (5).**

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

WHEREAS, the City desires to enter into the attached agreement for architectural services for the design and drawings of fire station two (2) and fire station (5); and

NOW THEREFORE, BE IT RESOLVED the City Council hereby approves the attached agreement.

PASSED, AND ADOPTED, by the Mayor and Common Council, of the City of Kingman, Arizona this 15 day of March, 2016.

APPROVED

Richard Anderson, Mayor

ATTEST:

Sydney Muhle, City Clerk

APPROVED AS TO FORM

Carl Cooper, City Attorney



2130 mesquite ave.
suite 204
lake havasu city
arizona
86403

ph (928) 855-6544
fx (928) 855-7557

3003 hwy. 95
suite 51
bullhead city
arizona
86442

ph (928) 758-1188
fx (928) 758-7020

a.ia.
n.c.a.r.b.
leed 2.0 accredited
architecture
planning

February 9, 2016

Kingman Fire Department
Keith Eaton, Assistant Fire Chief
412 East Oak Street
Kingman, AZ 86401
(928) 303-6539

Kingman Fire Station #2 and Fire Station #5

Dear Keith,

The following is a fee proposal for the design and working drawings only for the new 12,500 SF fire station building that will consist of a 4-bay masonry building with a wood construction building for offices and sleeping quarters.

Fire Station #2 **	
Architectural Services w/ Schematic Design	\$ 83,326.00
Engineering Consultant Services	\$ 23,474.00
Construction Administration	\$ 10,800.00
Total:	\$117,600.00
Fire Station #5 (Re-use of Fire Station #2 Design)**	
Architectural Services	\$ 41,663.00
Engineering Consultant Services	\$ 11,737.00
Construction Administration	\$ 10,800.00
Total:	\$ 64,200.00
Grand Total:	\$181,800.00

**Design based on the following Technical Codes: 2012 International Building Code, 2012 International Mechanical Code, 2012 International Plumbing Code, 2011 National Electric Code, 2012 International Fire Code, 2012 International Fuel Gas Code, 2012 International Energy Conservation Code, 2010 ADA Standards for Accessible Design

The project will be invoiced on a monthly basis. Ninety-five percent of the total contract amount will be due upon completion and submittal(s) to the building department. Additional charges may be incurred for design changes after initial design approval by owner. Print costs, shipping charges, building department and plan review fees, and other incidental costs will be extra. Interest will be charged at the rate of 1% per month for all overdue balances. If additional services are required an amended written agreement signed by both the owner and the architect will be required. The attached terms and conditions are a part of this contract.

TERMS AND CONDITIONS

Selberg Associates Incorporated, hereafter referred to as SAI, shall perform the service outlined in this agreement for the stated fee arrangement.

Access to site: Unless otherwise stated, SAI will have access to the site for activities necessary for the performance of the services. SAI will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee: The total fee, unless stated as a fixed fee, shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be as follows:

Principal Architect: \$105.00/hr
Project Manager: \$85.00/hr
Draftsperson: \$75.00/hr

Architect: \$95.00/hr
Architectural Designer: \$85.00/hr
Clerical: \$35.00/hr

Billings/Payments: Invoices for the services of SAI shall be submitted, at SAI's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SAI may, without waiving any claim or right against the client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice. Project related printing and shipping costs will be invoiced to the client at cost plus 10%.

Late Payments: Accounts unpaid 30 days after the invoice may be subject to an annual service charge of 18.0% annual rate, at the sole election of SAI. In event any portion or all of an account remains unpaid 60 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The client shall indemnify and hold harmless SAI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except SAI), or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the client and SAI, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, SAI total liability to the client for any cause or causes, shall not exceed two times the architectural fee or \$50,000, whichever is less. Such causes include, but are not limited to, SAI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services: This agreement may be terminated by the client or SAI should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

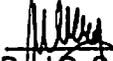
Ownership of Documents: All documents produced or reviewed and sealed by SAI under this agreement shall remain the property of SAI and may not be used by the client for any other endeavor without the written consent of SAI.

Responsibility for Design: It is agreed that it is neither practical nor customary for SAI to include all construction details in plans and specifications, creating a need for interpretation in the field by SAI or an individual who is under the direct supervision of SAI. It is also understood that construction review permits SAI to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to other causes. For the foregoing reasons construction review is generally considered an essential element of a complete design professional service. Accordingly, if you direct SAI to not provide construction review, SAI will not be responsible for the consequences of any of SAI's acts, errors or omissions, except or those consequences which, it reasonably could be conducted, SAI's review services would not have prevented or mitigated.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Arizona.

Thank you for the opportunity to present this proposal to you. If you have any further comments or questions, please do not hesitate to contact me. If this proposal is acceptable to you, please sign and return with your retainer.

Sincerely,



Paul D. Selberg, AIA
Architect/Planner
P-15-091

Keith Eaton Date



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Chief Robert J. DeVries

MEETING DATE: March 15, 2016

AGENDA SUBJECT: 2016 Governor's Office of Highway Safety (G.O.H.S.) grant award

SUMMARY:

The Kingman Police Department has been awarded \$1,000.00 from the Governor's Office of Highway Safety (G.O.H.S.). The funding will support continued enforcement programs focused on safety belt and child passenger safety laws during the "Buckle Up Arizona....It's the Law!" campaign

FISCAL IMPACT:

None, matching funds are not required

STAFF RECOMMENDATION:

Accept the Governor's Office of Highway Safety grant and authorize the City Manager and Chief of Police to sign the attached contract.

ATTACHMENTS:

Description
GOHS Grant

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	DeVries, Robert	Approved	3/7/2016 - 11:58 AM
City Attorney	Cooper, Carl	Approved	3/7/2016 - 1:18 PM
City Manager	Dougherty, John	Approved	3/7/2016 - 12:34 PM

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1.	APPLICANT AGENCY Kingman Police Department	GOHS CONTRACT NUMBER 2016-CIOT-008
	ADDRESS 2730 East Andy Devine Avenue, Kingman, Arizona 86401	PROGRAM AREA 402-OP
2.	GOVERNMENTAL UNIT City of Kingman	AGENCY CONTACT Jennifer Sochocki
	ADDRESS 310 North Fourth Street, Kingman, Arizona 86401	3. PROJECT TITLE Buckle Up Arizona Enforcement Campaign (CIOT)
4.	GUIDELINES 402 – Occupant Protection (OP)	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to participate in the two-week Buckle Up Arizona Enforcement Campaign from May 23, 2016 through June 5, 2016 to enhance seat belt and child safety seat usage throughout the City Of Kingman.

6.	BUDGET COST CATEGORY	Project Period FY 2016
I.	Personnel Services	\$791.14
II.	Employee Related Expenses	\$208.86
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$1,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 06-05-16

CURRENT GRANT PERIOD FROM: 05-23-16 TO: 06-05-16

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$1,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Motor vehicle collisions continue to be the leading cause of death, injury and property damage in Arizona and the United States. A number of factors contribute to the risk of collision including; vehicle design, speed of operation, road design, road environment, driver skill and/or impairment and driver behavior. The human factor that has been consistently identified in reducing collisions and minimizing their effects is consistent usage of seat belts and child safety seats.

According to the Arizona Motor Vehicle Crash Facts, there were 774 vehicle occupant (driver/passenger) fatalities in 2014, of which 266 (34%) were unrestrained. Children under the age of five accounted for 5 passenger fatalities in 2014, of which 2 (40%) were unrestrained.

In 2015, seat belt usage in Arizona reached **86.6%**, a decrease of .6% since 2014. The noted decrease is attributed partly to the Arizona Governor's Office of Highway Safety (GOHS) funded statewide enforcement campaigns, enhanced earned media, and extensive outreach support of educational and public awareness activities.

The summary of the 2011 through 2015 Arizona Seat Belt Use Survey results are presented in the following table:

GROUPS OBSERVED	2011	2012	2013	2014	2015
Total Front Seat Occupants Seat Belt Use	82.9%	82.2%	84.7%	87.2%	86.6%
All Drivers Seat Belt Use	83.5%	82.6%	84.7%	87.1%	87.1%
Front Seat Passenger Seat Belt Use	80.6%	80.2%	84.0%	87.7%	84.8%
Children Safety Restraint Use	79.1%	75.0%	n/a	n/a	n/a

Seat belts and child safety seats have proven to significantly reduce the chance of death and injuries of passengers in vehicles. According to the Center for Disease Control and Prevention, seat belt use reduces serious crash-related injuries and deaths by about **50%**. The proper and consistent use of Child Safety Seats has been found to reduce the risk of fatal injury by **71%** for infants (younger than 1 year old) and by **54%** for toddlers (1 to 4 years old) in passenger cars. Properly installed booster seats reduce the risk for serious injury by **45%** among children ages 4 to 8 year old.

Numerous factors affect the occupant protection enforcement program in Arizona:

- Arizona presently conducts enforcement under a secondary seat belt law and a primary child safety seat law
- Arizona currently exceeded the national average seat belt usage rate of 87% in 2014
- Arizona continues to develop and expand a highly visible Occupant Protection Enforcement Program

Selective Traffic Enforcement Programs (STEP) is a proven approach that can be used to quickly change motorists' behavior in a short period of time. This particular STEP is a widely publicized enforcement campaign focused on changing a particular behavior among motorists.

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the "**Buckle Up Arizona... It's the Law!**" program, which has been an effective enforcement message in a secondary law state.

This program unites state-wide law enforcement agencies to engage in aggressive traffic enforcement with a "**zero tolerance**" approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

OVERVIEW OF PROGRAM:

Federal 402 funding will support Personnel Services (Overtime) and Employee Related Expenses to participate in the national two-week "**Buckle Up Arizona**" enforcement campaign from **May 23, 2016 through June 5, 2016**.

The purpose of the campaign is for the Kingman Police Department to engage in aggressive traffic enforcement with a "**zero tolerance**" approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The Kingman Police Department will participate in other educational and public awareness activities to support the enforcement component.

Occupant protection usage surveys will be conducted subsequent to the enforcement campaign by an independent research organization to analyze the effectiveness of the program. Results will be provided to the respective law enforcement agency upon receipt of the completed study.

GOALS/OBJECTIVES:

The Kingman Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws
- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities
- The Kingman Police Department shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Kingman Police Department is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities
- The Kingman Police Department shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.
- The Kingman Police Department shall submit a Final Enforcement Summary Report to GOHS no later than **June 8, 2016**
- The Kingman Police Department shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by **June 15, 2016**
- **The Kingman Police Department shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency**

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Kingman Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Kingman Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCEDURE:

The Kingman Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Buckle Up Arizona Enforcement Campaign from May 23, 2016 through June 5, 2016

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety. A sample press release for the Buckle Up Arizona Campaign will be provided to the agency.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Robert Devries, Chief, Kingman Police Department, shall serve as Project Director.

Jennifer Sochocki, Administrator, Kingman Police Department, shall serve as Project Administrator.

Gabby Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted. Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than **June 8, 2016**, to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than **June 15, 2016**, to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written

	by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on June 5, 2016 of that or subsequent year as indicated on the Highway Safety Contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$791.14
II.	Employee Related Expenses	\$208.86
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$1,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Kingman Police Department shall absorb any and all expenditures in excess of **\$1,000.00**.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: Robert J. DeVries

Title: Chief of Police

Telephone Number: 928-753-2191 Fax Number: 928-753-2542

E-mail Address: rdevries@cityofkingman.gov

2. **Agency's Fiscal Contact:**

Name: Jennifer Sochocki

Title: Support Services Administrator

Telephone Number: 928-753-8163 Fax Number: 928-753-2542

E-mail Address: jsochocki@cityofkingman.gov

Federal Identification Number: 86-6000769

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of Kingman

Warrant/Check to be mailed to:

Kingman Police Department

(Agency)

2730 E. Andy Devine Ave.

(Address)

Kingman, AZ 86401

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 of 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an 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 will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. 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 or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Robert Devries, Chief
Kingman Police Department

*Signature of Authorized Official of
Governmental Unit:*

John Dougherty, City Manager
City of Kingman

Date Telephone

Date Telephone



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jake Rhoades, Fire Chief

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Approval of transfer of funds from Contingency Account

SUMMARY:

The dispatch center is in need of new monitors for the dispatcher consoles. The current monitors in the dispatch center are old and 19", we need to replace the old and outdated equipment with larger monitors that are comparable to the new 911 system monitors that were recently replaced. This will allow the dispatchers to have more information on their screens and with larger font that will make information easier to read.

The replacement of the monitors was discussed in the Kingman 9-1-1 Center Users Group meeting comprised of representatives from Kingman Police Department and Kingman, Northern Arizona Consolidated, Pine Lake, and Pinion Pines Fire Departments. It was the consensus of the group that the interface would be utilized across all agencies currently serviced by the Kingman 9-1-1 Center.

FISCAL IMPACT:

\$3,823.47 from the dispatch center's excess contingency fund number 591 as approved in the Intergovernmental Agreement Between The City Of Kingman, Northern Arizona Consolidated Fire District, Golden Valley Fire District, Pinion Pines Fire District, Pine Lakes Fire District, Lake Mohave Ranchos Fire District For Dispatch Services. The balance of the contingency fund is currently at \$286,850.00

STAFF RECOMMENDATION:

Staff recommends Council approves acceptance of the transfer from the dispatch center's excess contingency fund account into the 591-2911-520-9511 in the amount of \$3,823.47 to cover the attached quote for monitors.

REVIEWERS:

Department	Reviewer	Action	Date
Fire Department	Rhoades, Jake	Approved	3/4/2016 - 5:13 PM
City Attorney	Cooper, Carl	Approved	3/7/2016 - 1:21 PM
City Manager	Dougherty, John	Approved	3/7/2016 - 12:38 PM



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Engineering Services

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Engineering Building improvements construction manager at risk (CMAR) design contract (ENG15-052)

SUMMARY:

Staff has completed the process for selecting a Construction Manager at Risk (CMAR) for the Engineering Building Improvements. The CMAR selection process is governed by A.R.S. 34-603 and requires that a committee review proposals and select the contractor on the basis of demonstrated competence and qualifications. The selection committee, comprised of City staff and a licensed local contractor, has ranked T.R. Orr, Inc. as the most qualified contractor.

The scope consists primarily of replacing the failing foam and rubber roof system, the installation of ductless HVAC units, general painting, window sealing, installation of cabinets, minor plumbing and electrical upgrades, general carpentry, curb, gutter, and sidewalk improvements for drainage, ADA accessibility and safety improvements, and security improvements. A.R.S. 34-605 requires that the City hire the CMAR for both preconstruction and construction services. The attached Contract will cover the preconstruction services. It is expected that a separate agreement for construction services will be forthcoming in the next 30 to 45 days.

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

T.R. Orr, Inc. has prepared a proposal to complete the design phase assistance for a not to exceed price of \$5,515.00. Staff recommends that the agreement with T.R. Orr, Inc. be approved.

FISCAL IMPACT:

The not to exceed price of \$5,515.00 will be paid half out of Remodeling Improvement Funds and Flood Control Funds.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

Description

ENG15-052 Design Contract

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Henry, Greg	Approved	3/7/2016 - 12:35 PM
City Attorney	Cooper, Carl	Approved	3/7/2016 - 1:22 PM
City Manager	Dougherty, John	Approved	3/7/2016 - 12:40 PM



CITY OF KINGMAN, ARIZONA

ENGINEERING DEPARTMENT BUILDING IMPROVEMENTS

CONSTRUCTION MANAGER AT RISK

DESIGN SERVICES

CONTRACT NO. ENG15-052

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**CITY OF KINGMAN
ENGINEERING DEPARTMENT BUILDING IMPROVEMENTS
CONSTRUCTION MANAGER AT RISK DESIGN SERVICES
CONTRACT NO. ENG15-052**

THIS CONTRACT is made and entered into on the 15 day of March, 2016, by and between City of Kingman, hereinafter designated the "City" and T.R. Orr, Inc., hereinafter called the "Construction Manager at Risk" or "CMAR"

RECITALS

- A. The City engages the CMAR to perform Design Services for the Engineering Department Building Improvements herein referred to collectively as the "Project".
- B. The City has undertaken the design of said Project and may contract with consultants for additional design or inspections. Said consultants shall herein after be referred to as the "Design Professional".
- C. The CMAR has represented to the City the ability to provide design phase services and based on this representation the City engages the CMAR to provide these services for the Project.

AGREEMENT

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

ARTICLE 1 – TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Deliverables – The work products prepared by the CMAR in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CMAR during the design phase may include but are not limited to: Cost Model, Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Project Meetings and others as indicated in this Contract or required by the Project Team.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CMAR during the construction phase and which have been prepared or approved by the

Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or biddability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but "not for construction". Shop Drawings are not Drawings as so defined.

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

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

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

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

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

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

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

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

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

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

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

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

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. This project shall be constructed using the current Uniform

Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments as amended by the City of Kingman unless alternate specifications and details are provided in the Drawings and/or Specifications.

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

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

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

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

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

ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 The CMAR, to further the interests of the City, shall perform the services required by, and in accordance with this Contract, to the satisfaction of the City Engineer, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Kingman, Arizona would exercise at such time, under similar conditions. The CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practices.
- 2.1.2 As a participating member of the Project Team, the CMAR shall provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 The CMAR shall attend Project Team meetings, which may include, but are not limited to, monthly Project management meetings, Project workshops, special Project meetings, meetings with property owners and construction document rolling reviews.
- 2.1.4 The CMAR shall provide design phase services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. The CMAR shall promptly notify the City in writing if the CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the Cost Model, cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The CMAR when requested by the City, shall attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

- 2.1.6 In providing any Design Phase Services under this Agreement, CMAR does not assume any responsibility for any design errors, omissions or inconsistencies, nor does CMAR assume any design responsibilities unless specifically called for in the scope of work. In providing Construction Services (under a separate Construction Phase Services contract), CMAR shall be responsible for his errors, omissions or inconsistencies included in the Work.

2.2 PROJECT SCHEDULE

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

2.3 DESIGN DOCUMENT REVIEWS

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

- 2.3.2 The CMAR shall recommend, in conjunction with the Project Team, any additional surface and subsurface investigations that, in its opinion, are required to provide the necessary information for the CMAR to construct the Project. These additional investigations, agreed to by the design team, shall be acquired or performed by the CMAR and copies of the reports will be provided to the City.
- 2.3.3 The CMAR shall meet with the Project Team as required to review designs during their development. The CMAR shall familiarize itself with the evolving documents through the various design phases. The CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CMAR shall furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CMAR shall recommend cost effective alternatives.
- 2.3.4 The CMAR shall routinely conduct constructability and biddability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.
- 2.3.4.1 The CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable, (f) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues, and (g) the design maintains continued operation of the existing water operations and maintains the access to existing traffic.
- 2.3.4.2 The CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.
- 2.3.4.3 The results of the reviews shall be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. The CMAR shall meet with the City and Design Professional to discuss any findings and review reports.
- 2.3.4.4 The CMAR's reviews shall be from a contractor's perspective, and though it shall serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not the CMAR.
- 2.3.5 It is the CMAR's responsibility to assist the Design Professional in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, and building codes. If the CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, and building codes, it shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for compliance with building codes.
- 2.3.6 The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CMAR in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of the CMAR suggested

alternatives into the Drawings and Specifications. The CMAR shall include the cost of the alternatives into the Cost Model or cost estimate and any GMP Proposals.

2.4 COST MODEL, COST ESTIMATES AND SCHEDULE OF VALUES

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

by the City, the CMAR shall prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the City in the financing process.

2.5 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

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

2.6 GMP PROPOSAL(S) REVIEW AND APPROVAL

- 2.6.1 The CMAR shall meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.
- 2.6.2 The City upon receipt of any GMP proposal from the CMAR, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.
- 2.6.3 If the CMAR GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CMAR to reconfirm its GMP Proposal. The CMAR shall then meet with the City, the Design Professional and if used, the independent third party to reconcile the project estimate.
- 2.6.4 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect

the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CMAR. The CMAR shall promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

- 2.6.5 CMAR Contingency shall be a separate line item in each GMP package submitted to the City in an amount to be negotiated by the City and the CMAR with input from the Design Professional. The CMAR Contingency shall be the last item in the GMP proposal table and shall have no markups applied at the time of submission of the GMP proposal. CMAR Contingency shall be used by the CMAR and at the discretion of the CMAR pursuant to the requirements indicated in the General Conditions of the construction phase contract.
- 2.6.6 City Contingency will be used at the sole discretion of the City. At the time that the CMAR submits its GMP proposal to the City for approval, the City may add an additional amount to the sum of the GMP proposals to cover any increases in project costs that result from City directed changes. The total Approved Project Cost will be the sum of the CMAR's GMP proposals and the Owner's Contingency, if applicable.

2.7 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 2.7.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal. They are qualifications-based selection and a combination of qualifications-based selection with competitive bidding. Price alone shall not be the sole consideration of selection of Subcontractors and major Suppliers. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of the CMAR. In any case, the CMAR is solely responsible for the performance of the selected Subcontractors/Suppliers.
- 2.7.2 The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the CMAR can demonstrate it is in the best interest of the Project.
 - 2.7.2.1 Qualification based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.
 - 2.7.2.2 The CMAR shall prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. The CMAR shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.
 - 2.7.2.3 The CMAR must receive City approval of the selected Subcontractor(s)/Supplier(s).
 - 2.7.2.4 The CMAR shall negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.
- 2.7.3 When the CMAR accepts competitively bids from qualified Subcontractors or Suppliers, the CMAR shall provide copies of such bids to the City as well as supporting information on the qualifications. Competitive bids shall occur prior to the GMP Proposal(s).
 - 2.7.3.1 The CMAR shall develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CMAR may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers shall be allowed.
 - 2.7.3.2 If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CMAR shall nominate a substitute Subcontractor/Supplier that is acceptable to the City.
 - 2.7.3.3 The CMAR shall distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.8 TRADE NAMES AND SUBSTITUTIONS

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

ARTICLE 3 – PERIOD OF SERVICES

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

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

- 4.1.1 Based on the design phase services fee proposal submitted by the CMAR and accepted by the City (Attached as Exhibit A); the City will pay the CMAR a lump sum fee not to exceed **Five Thousand Five Hundred Fifteen and 00/100 Dollars (\$ 5,515.00)**.

4.2 PAYMENTS

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

4.3 ADDITIONAL DESIGN PHASE SERVICES

This section not used.

ARTICLE 5 – CITY’S RESPONSIBILITIES

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

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

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

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

6.2 COMPLETENESS AND ACCURACY OF CMAR'S WORK

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

6.3 ALTERATION IN CHARACTER OF WORK

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

6.4 DATA CONFIDENTIALITY

- 6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the CMAR in the performance of this Contract.
- 6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CMAR in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to the City.

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

6.5 PROJECT STAFFING

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

6.6 INDEPENDENT CONTRACTOR

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

6.7 SUBCONSULTANTS

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

6.8 TERMINATION

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

6.9 DISPUTES

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

6.10 RECORDS/AUDIT

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

6.11 INDEMNIFICATION

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

6.12 NOTICES

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

To City:	Mr. Frank Marbury P.E., Asst. City Engineer 310 N. 4 th Street (mail) 220 N. 4 th Street (physical) Kingman, Arizona 86401
To CMAR:	Randy Cook, President T.R. Orr, Inc. 3360 N. Bank Street Kingman, AZ 86409

6.13 COMPLIANCE WITH LAWS

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

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

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

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

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

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

6.14 CONFLICT OF INTEREST

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

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

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

6.15 CONTRACTOR'S LICENSE

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

6.16 SUCCESSORS AND ASSIGNS

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

6.17 FORCE MAJEURE

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

6.18 COVENANT AGAINST CONTINGENT FEES

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

6.19 NON-WAIVER PROVISION

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

6.20 JURISDICTION

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

6.21 SURVIVAL

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

6.22 MODIFICATION

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

6.23 SEVERABILITY

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

6.24 INTEGRATION

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

6.25 TIME IS OF THE ESSENCE

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

6.26 THIRD PARTY BENEFICIARY

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

6.27 COOPERATION AND FURTHER DOCUMENTATION

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

6.28 CONFLICT IN LANGUAGE

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

6.29 CITY'S RIGHT OF CANCELLATION

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

ARTICLE 7 – INSURANCE

7.1 INSURANCE

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

7.2 GENERAL CLAUSES

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

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

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

7.3 DEDUCTIBLE/RETENTION

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

7.4 CERTIFICATES OF INSURANCE

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

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

7.5 WORKERS' COMPENSATION

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

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

7.6 AUTOMOBILE LIABILITY

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

7.7 COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance with unimpaired limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, property damage, personal injury, products and blanket contractual covering, but not limited to, the liability assumed under the indemnification

provisions of this Contract which coverage shall be at least as broad as Insurance Service Office policy form CG 0001 1-11-88 or any replacement thereof.

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

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

7.8 PROFESSIONAL LIABILITY

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

7.9 UMBRELLA/EXCESS LIABILITY

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

7.10 VALUABLE PAPERS

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

7.11 OWNER LIABILITY

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

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

CONSTRUCTION MANAGER AT RISK



OWNER OR PRESIDENT BANDY COOK
T.B.O.P.B. INC.

State of Arizona)
)ss.
County of Mohave)



Subscribed and Sworn to
Before Me This 2ND day of
MARCH, 2016.


Notary Public

My Commission Expires: 7/11/16

.....
CITY OF KINGMAN, ARIZONA

RICHARD ANDERSON, MAYOR

Attest:

SYDNEY MUHLE, CITY CLERK

CMAR CERTIFICATE OF INSURANCE

INSURANCE REQUIREMENTS

CITY OF KINGMAN, ARIZONA PROJECT NO. ENG15-052

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

1.2 Minimum Limits of Coverage:

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Description	Per Hour Rate	Est. Hours	Total Est.
Engineering / Principal	\$ 125.00	10	\$ 1,250.00
Estimator / Project Manager	\$ 85.00	40	\$ 3,400.00
AutoCAD Operator	\$ 65.00	5	\$ 325.00
Office Support	\$ 45.00	10	\$ 450.00
Training	\$ 45.00	2	\$ 90.00

Not to Exceed \$ **5,515.00**



Randy Cook - President - T.R. Orr, Inc.



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council
FROM: City Clerk's Office
MEETING DATE: March 15, 2016
AGENDA SUBJECT: Special event liquor license application

SUMMARY:

Applicant James Guillot of the Mohave County Fair Association has applied for a Series 15 Special Event Liquor License for an event to take place Thursday, April 28, Friday, April 29 and Saturday, April 30 from 9 A.M. to 6:00 P.M., at Mother Road Harley Davidson, 2501 E. Beverly in Avenue in Kingman.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Special Event Liquor License

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	3/10/2016 - 4:20 PM



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:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

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: MCHAVE COUNTY FAIR ASSOCIATION

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0475130

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

- Charitable 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-19-18 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

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: MOTHER ROAD Harley Davidson
 Address of Location: 2501 E. Beverly 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.)

Applicant: Guillot James
Last First Middle Date of Birth

Applicant's mailing address: 2600 Fairgrounds Kingman AZ
Street City State Zip

Applicant's home/cell phone: (928) [REDACTED] Applicant's business phone: (928) 753-2636

Applicant's email address: jc.guillot@hotmail.com



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM:

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Consideration of Resolution 5000: declaring 10,133 square feet of right-of-way located at Monroe Street and Karen Avenue as surplus property and authorizing the City to deed such right-of-way to the adjoining property owner, which is the Loyal Order of the Moose Lodge #1704

SUMMARY:

This is a request from KC Orr Builders, Inc., applicant, and Loyal Order of the Moose Lodge #1704, abutting property owner to vacate (abandon) a portion of Monroe Street located between Marlene Street and Karen Avenue. This includes a 2,125 square foot portion of the right-of-way for Monroe Street adjacent to Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and an 8,008 square foot portion of the right-of-way for Monroe Street adjacent to Lot 15, Block 17 of Cecil Davis Addition, Unit 3 as shown on Exhibit A. A 12-foot will be reserved along the east side of Monroe Street between Marlene Avenue and a 20-foot wide alley located to the south.

The request is to facilitate construction of a parking lot, landscaping, retention area, and street improvements associated with the renovation of the fire damaged lodge facilities.

The Planning and Zoning Commission held a public hearing on February 9, 2016, and reviewed the goals and objectives of the Kingman General Plan 2030, the standards for review and the applicant's request. Planning staff recommended approval of the vacation (abandonment) of a portion of Monroe Street as shown on Exhibit A located between Marlene Ave and Karen Avenue as requested under AB16-0001 with certain conditions.

The Planning and Zoning Commission voted 6-0 to recommend approval of the vacation of the portions (2,125 sq. ft. and 8,008 sq. ft.) of Monroe Street as requested by the applicant. Staff report conditions included a recommended value of the vacated right-of-way to be no less than \$6,000.00 for the sections of the street to be vacated.

The Planning and Zoning Commission recommended to Council that the \$6,000.00 be waived for the Loyal Order of the Moose Lodge #1704, due to the street and sidewalk improvements they intend to construct along their property. Upon consultation with the City Attorney, this waiver would violate Article 9, Section 7 of the Arizona Constitution related to the Gift Clause if a public benefit is not found by deeding the property without payment.

Because the Moose Lodge is fire damaged, the street improvement requirement when there is a \$20,000 or greater improvement, is not invoked. However, if the Moose Lodge is willing to make the street, curb, gutter and sidewalk improvements along Monroe Street and Karen Avenue, the public benefit would be greater than \$6000.

Two options of Resolution #5000 have been prepared for the City Council's consideration. Option "A" abandons the right-of-way without the \$6000 acquisition cost if the Moose Lodge agrees to make the street, curb, gutter, and sidewalk improvements along the respective street frontages. Option "B" abandons the respective right-of-way upon payment of the \$6000 by the applicant.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approval of Option "A" of Resolution 5000.

ATTACHMENTS:

Description

Planning and Zoning Commission Report

Resolution #5000, Option "A"

Resolution #5000, Option B

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Jeppson, Gary	Approved	3/7/2016 - 4:25 PM
City Attorney	Cooper, Carl	Approved	3/9/2016 - 10:02 AM
City Manager	Dougherty, John	Approved	3/7/2016 - 4:46 PM



CITY OF KINGMAN
Development Services Department
Abandonment Case: AB16-0001
Planning and Zoning Commission Report
March 1, 2016

A request from KC Orr Builders, Inc., applicant, and Loyal Order of Moose #1704, abutting property owner, for approval of the vacation (abandonment) of a portion of the right-of-way for Monroe Street located between Marlene Avenue and Karen Avenue. The applicant has requested to abandon a 2,125 square foot portion of the right-of-way for Monroe Street adjacent to Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and an 8,008 square foot portion of the right-of-way for Monroe Street adjacent to Lot 15, Block 17 of Cecil Davis Addition, Unit 3 as shown in Exhibit A.

The proposal would reserve a 12-foot wide public utility easement along the east side of Monroe Street between Marlene Avenue and a 20-foot wide alley located to the south. The request is to facilitate construction of a parking lot, landscaping, retention area, and street improvements associated with the renovation of the fire damaged lodge facilities.

GENERAL INFORMATION:

Applicant: KC Orr Builders
1200 Gordon Drive, Suite 1
Kingman, AZ 86401

Property Owner: Loyal Order of the Moose Lodge #1704
PO Box 4236
Kingman, AZ 86402

RECOMMENDATION

The Planning and Zoning Commission voted 6-0, recommending approval of the right-of-way abandonment request under AB16-0001 with conditions as stated in this report. The staff recommendation is also stated at the end of this report. This recommendation is based on the Goals and Objectives of the Kingman General Plan 2030, the Standards for Review, Findings of Fact, and Analysis contained in this report.

STANDARDS FOR REVIEW

APPLICABLE GOALS, OBJECTIVES AND POLICIES OF THE KINGMAN GENERAL PLAN 2030:

- *Chapter 4: Land Use Element, Land Use Categories*
- *Chapter 5: Growth Area Element*

STANDARDS FOR REVIEW

ARIZONA REVISED STATUTES, §9-240, §28-7201 and §28-7205

9-240. General powers of common council.

B. The common council shall also have power within the limits of the town:

3. (a) To exercise exclusive control over the streets, alleys, avenues and sidewalks of the town and to give and change the names thereof.

(e) To vacate or abandon any street, avenue, alley, park, public place or sidewalk in such town or to abolish them, provided that rights-of-way or easements of existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone, and similar lines and appurtenances shall continue as they existed prior to the vacating, abandonment, or abolishment thereof.

28-7201. Definitions

In this article, unless the context otherwise requires:

1. "Governing body" means the city or town council or other authority of a city or town, the board of supervisors of a county or the transportation board.
2. "Owner" or "owners of record" includes a person, firm, partnership, association or corporation.
3. "Owners association" means a nonprofit corporation authorized to do business in this state.
4. "Roadway" includes all or part of a platted or designated public street, highway, alley, lane, parkway, avenue, road, sidewalk or other public way, whether or not it has been used as such.

28-7205. City, town or county road vacated

If the roadway is a city, town or county roadway, the governing body may resolve that the roadway or portion of the roadway be vacated. On the making of the resolution, title to the roadway or portion of the roadway vests, subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues, as follows:

1. If a roadway that is the exterior boundary of a subdivision or other tract of land is vacated, title to the roadway vests in the owners of the land abutting the vacated roadway to the same extent that the land included within the roadway, at the time the roadway was acquired for public use, was a part of the subdivided land or was a part of the adjacent land.
2. If less than the entire width of the roadway is vacated, title to the vacated portion vests in the owners of the land abutting the vacated portion.
3. If a roadway bounded by straight lines is vacated, title to the vacated roadway vests in the owners of the abutting land and each abutting owner takes to the center of the roadway, except as provided in paragraphs 1 and
4. If the boundary lines of abutting lands do not intersect the roadway at a right angle, the land included within the roadway vests as provided in paragraph 4.
5. In all instances not specifically provided for, title to the vacated roadway vests in the owners of the abutting land, and each abutting owner takes that portion of the vacated roadway to which the abutting owner's land or any part of the abutting owner's land is nearest in proximity.
6. On vacation of a roadway no portion accrues to an abutting roadway.

APPLICABLE SECTIONS OF THE CITY OF KINGMAN STREETS AND SIDEWALKS DEVELOPMENT RULES AND REGULATIONS:

DIVISION 5. RIGHT-OF-WAY VACATION

(This division was amended by Ord. 1128, May 5, 1997)

Sec. 5-1. Vacation of public rights-of-way and extinguishment of public easements.

A. Purpose

This section outlines the procedures to be followed by the City when dealing with requests to vacate public rights-of-way by owners of abutting property. It is intended to ensure consistent processing and disposal practices associated with vacations and to ensure compliance with applicable State law.

Dispositions of public rights-of-way by exchange and/or public sale are not within the scope of this section. As to matters regarding disposition of public rights-of-way not addressed in this section, and whenever and to the extent that this section conflicts with State law, in particular A.R.S. §§ 9-240(B)(3) and 28-1901, et seq. [after October 1, 1997, A.R.S. §28-7201, et seq.], State law shall be applied and followed.

B. General Provisions

1. For the purpose of this section, right-of-way shall have the same meaning as in Section 2-1(b).

2. Public rights-of-way or right-of-way easements containing existing sewer, gas, water or similar pipelines and appurtenances and for canals, laterals or ditches and appurtenances, and for electric, telephone and similar lines and appurtenances shall not be eligible for vacation.

3. A right-of-way or right-of-way easement shall not be vacated so as to leave any land adjoining without ingress and egress for public or emergency vehicles, the property owners, their guests and invitees and persons lawfully conducting business on the land.

4. Any resolution of vacation shall be subject to the giving of consideration by the owner of the abutting property in an amount deemed by the Common Council to be commensurate with the value of the right-of-way. In determining the value, the Common Council shall give due consideration to the degree of fragmentation and marketability and any public benefit received by the City in return for the right-of-way.

5. If the City owns no title to a right-of-way but holds a right-of-way or utility easement only, such easement may be extinguished by resolution, without consideration or determination of value, upon finding of the Common Council that the easement is no longer necessary for public use or purposes.

6. A resolution for vacation of a right-of-way or for extinguishing of a right-of-way or utility easement shall not take effect unless and until it is recorded by the City Clerk in the office of the county recorder.

C. Procedure

1. In order to initiate the vacation of any right-of-way, the abutting owner shall complete and submit the City's "Request for Right-of-Way Vacation" form to the Planning Director, along with the required processing fee. In completing this form, the abutting owner shall outline the location and dimensions of the right-of-way, give an estimate of value and state why the vacation should be considered. The applicant shall also submit a preliminary title report showing ownership of all properties contiguous to the right-of-way, and a map depicting the area.

2. Any vacation requiring a survey and written legal description, as determined by the City Engineer, shall be prepared by a qualified registrant at the expense of the applicant and submitted to the City Engineer for review and approval.

3. Upon receipt of the above materials, the Planning Director shall initiate the processing of the vacation in the following manner:

a. Forward a copy of the request to the City Engineer, City Attorney, Public Works Director, City Fire Chief and all utility companies providing service to the Kingman area.

b. Forward a letter outlining the request to all property owners within 300 feet of the proposed vacation.

c. Schedule a public hearing before the Planning and Zoning Commission for evaluation of the proposed vacation.

d. Post the area proposed for vacation in no less than three places.

e. Review the request for conformance with A.R.S. § 28-1901, et seq. [after October 1, 1997, A.R.S. § 28-7201] and this section.

f. Present the Planning and Zoning Commission a comprehensive report, outlining all comments received from the reviewing agencies. The report shall also include staff's analysis and recommendations concerning the required finding value as referenced by subsection B.4. above.

g. Schedule the request along with the recommendation of the Planning and Zoning Commission for review and action by the Common Council.

D. Disposition of the right-of-way

1. Upon determining that the subject right-of-way or right-of-way or utility easement is no longer necessary for public use, the Common Council shall:

a. In the case of a right-of-way easement to which the City holds not title, resolve that the easement be extinguished.

b. In the case of a right-of-way to which the City holds title, determine the amount of consideration to be given by the abutting owner in accordance with subsection B.4., above, and resolve that the right-of-way be vacated subject to payment of that amount.

2. Title shall pass and/or the City's interest shall be extinguished upon payment of the consideration, if any, and after recording of the resolution by the City Clerk.

FINDINGS OF FACT

Legal Description, Location and Size: The subject property proposed to be abandoned is a 2,125 square foot portion of right-of-way for Monroe Street adjacent to Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and an 8,008 square foot portion of the right-of-way for Monroe Street adjacent to Lot 15, Block 17 of Cecil Davis Addition, Unit 3, as shown in Exhibit A. A 12-foot wide public utility easement along the east side of Monroe Street between Marlene Avenue and a 20-foot wide alley located to the south will be reserved.

Existing Land Use: The subject property is a public right-of-way. The portion of the road to be abandoned is neither bladed nor paved.

Existing Zoning: The subject property is zoned R-1-6, Residential, Single Family, 6,000 square foot lot minimum. The surrounding properties are also R-1-6.

Projected Land Use: The Kingman General Plan 2030 indicates that the property is designated as Medium Density Residential, 3-8 dwelling units per acre. The surrounding property is also designated Medium Density Residential.

Development History:

- The portion to be abandoned was originally part of the right of way for Hualapai Park (Mountain) Road.
- A portion of Hualapai Park Road located south of Karen was abandoned in 1987 per Resolution No. 1177.

Physical Characteristics:

- The subject site is relatively flat.
- The property lies within Flood Zone “X”, according to the FEMA panel map dated February 18, 2015. Zone “X” are areas determined to be outside of 0.2% annual chance flood plain.

Public Utilities:

- There are existing water lines in Monroe Street
- There are existing water and sewer lines in the alley that runs from through Monroe Street, between Marlene Avenue and Karen Avenue

Transportation:

- The subject site is accessible from Monroe Street, Marlene Avenue and Karen Avenue.
- Monroe Street is paved except for the portion requested to be abandoned.

Public Notification and Expected Comment:

- The site was posted with two zoning notices on Monday, January 25, 2016.
- A public notice was published in the Kingman Daily Miner on January 24, 2016.
- Surrounding property owners within 300 feet of the subject property were sent a notice of the public hearing via first class mail on January 25, 2016. The list of property owners was generated using information provided by the Mohave County Assessor’s Office.

Department and Agency Comments:

- City Engineering Department: No objection
- City Surveyor: No objection as long as the applicant submits to the City of Kingman a legal description prepared by a registered surveyor for the portion of Monroe Street to be abandoned.
- City Attorney: No objection
- City Building Department: No objection
- City Fire Department: No objection
- UniSource Energy: No objection
- Frontier Communications: No objection as long as existing utility easements remain in place.

ANALYSIS

A request from KC Orr Builders, Inc., applicant, and Loyal Order of Moose #1704, abutting property owner, for approval of the vacation (abandonment) of a portion of the right-of-way for Monroe Street located between Marlene Avenue and Karen Avenue. The applicant has requested to abandon a 2,125 square foot portion of the right-of-way for Monroe Street adjacent to Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and an 8,008 square foot portion of the right-of-way for Monroe Street adjacent to Lot 15, Block 17 of Cecil Davis Addition, Unit 3 as shown in Exhibit A.

The Moose Lodge was constructed adjacent to the portion of the right of way to be abandoned in 1966. In 2014, a fire occurred which caused some damage to the building which requires repair. As part of the process of repairing the fire damaged building, the applicant's intention is to construct a parking lot in the area of the abandoned right of way

The proposal would reserve a 12-foot wide public utility easement along the east side of Monroe Street between Marlene Avenue and a 20-foot wide alley located to the south. This easement was requested by UniSource Energy for an existing gas main. The request is to facilitate construction of a parking lot, landscaping, retention area, and street improvements associated with the renovation of the fire damaged lodge facilities.

Staff is recommending that the proposed abandonment be approved. The portion of Monroe Street to be abandoned is currently unpaved and undeveloped. Vacating this right-of-way will not negatively impact the neighborhood or remove access to any of the neighboring property owners.

According to ARS 28-7205.2, if less than the entire width of the roadway is vacated, title to the vacated portion vests in the owners of the land abutting the vacated portion.

Based on Sec. 5-1, of the City of Kingman Streets and Sidewalks Development Rules and Regulations, if the vacation of the portion of Monroe Street is approved by the City Council, any resolution of vacation shall be subject to the giving of consideration by the owner of the abutting property in an amount deemed by the Common Council to be commensurate with the value of the right-of-way. In determining the value, the Common Council shall give due consideration to the degree of fragmentation and marketability and any public benefit received by the City in return for the right-of-way. The City's interest in the right-of-way shall be extinguished upon payment of the consideration, if any, and after recording of the resolution vacating the right-of-way.

The applicant submitted an appraisal report of the right of way requested to be abandoned and the opinion of value is \$6000.

RECOMMENDATION

1. The Planning and Zoning Commission voted 6-0 to recommend approval of the vacation (abandonment) of a portion of the right-of-way for Monroe Street located between Marlene Avenue and Karen Avenue as shown in Exhibit "A" with the following conditions:
 - A. The amount recommended to be deemed to be commensurate value of the vacated right-of-way is \$6,000 based on similar property listings and sales in the area.
 - B. Payment for the vacated right-of-way is recommended to be waived due to the future street improvements the property owner intends to construct along their property frontage.
 - C. If payment of vacated right-of-way is waived, title shall pass to the Order of the Moose Lodge, #1704 upon recordation of deed.
2. The staff recommendation is for the approval of the vacation (abandonment) of a portion of the right-of-way for Monroe Street located between Marlene Avenue and Karen Avenue as shown in Exhibit "A" with the following conditions:
 - A. The commission shall recommend to the City Council that the amount deemed to be commensurate value of the vacated right-of-way should be no less than \$6,000 for the entire right-of-way based on similar property listings and sales in the area.
 - B. Upon payment, title to each section of the right-of-way shall pass to the Order of the Moose Lodge, #1704.

ATTACHMENTS

1. Vacation (Abandonment) Application
2. Record of Survey (Exhibit A)
3. Aerial Maps
4. Comments
5. Summary of Appraisal Report

OPTION “A”

RESOLUTION #5000

**PAYMENT WAIVED
IN LIEU OF STREET
IMPROVEMENTS**

WHEN RECORDED HOLD FOR
KINGMAN CITY CLERK
310 N. 4th Street
Kingman, AZ 86401

CITY OF KINGMAN RESOLUTION NO. 5000

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA: FOR THE VACATION (ABANDONMENT) OF A PORTION OF MONROE STREET, LOCATED BETWEEN MARLENE STREET AND KAREN AVENUE AS SHOWN IN EXHIBIT "A".

WHEREAS, KC Orr Builders, Inc., applicant, and Loyal Order of the Moose Lodge #1704, abutting property owner to vacate (abandon) a portion of the right-of-way for Monroe Street located between Marlene Street and Karen Avenue and adjacent Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and a portion of the right-of-way for Monroe Street adjacent to Lot 15, Block 17 of Cecil Davis Addition, Unit 3, as shown in Exhibit "A", and

WHEREAS, according to the Arizona State Statutes, § 28-7201: et. seq., and the Kingman Streets and Sidewalks Development Rules and Regulations, Section 5: Right-of-Way Vacation, the City may dispose of right-of-way upon finding that a portion of the right-of-way shown in Exhibit "A" is no longer necessary for public use or purposes, subject to the giving of consideration by the abutting property, and

WHEREAS, the City Engineering Department, other city and county agencies, and public utility companies were informed of this vacation request, and it was determined that there are no public utilities present in the aforementioned right-of-way, with the exception of a gas line, and that said right-of-way is not needed by any public utility company nor is necessary for drainage or other public use or public purposes, and

WHEREAS, a 12-foot wide public utility easement shall be reserved along the east side of Monroe Street between Marlene Avenue and a 20-foot wide alley located to the south to accommodate the existing gas line, as shown in Exhibit "A", and

WHEREAS, the City of Kingman Planning and Zoning Commission, at their regular meeting on February 9, 2016, held a public hearing and recommended by a vote of 6-0 the approval of the vacation (abandonment) of a portion of Monroe Street as shown in Exhibit "A", and

WHEREAS, the Planning and Zoning Commission recommended that the value of the abandoned portion of the Monroe Street right-of-way that was determined by an appraisal of the property to be \$6,000.00, be waived upon the commitment of the Loyal Order of the Moose Lodge, #1704, to complete the street, curb, gutter and sidewalk improvements of Monroe Street and Karen Avenue frontages; and

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

1. That the portion of right-of-way for Monroe Street, located between Marlene Street and Karen Avenue, as shown in Exhibit "A", adjacent to Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and Lot 15, Block 17 of Cecil Davis Addition, Unit 3, and is hereby determined to be unneeded for any public purpose, and is therefore vacated (abandoned).
2. A 12-foot wide easement located between Marlene Avenue and an alley to the south, as shown in Exhibit "A" is hereby accepted for public utility purposes.
3. That the completion of the street, curb, gutter and sidewalk improvements off-set the value of the vacated right-of-way.
4. That upon completion of the street, curb, gutter and sidewalk improvements the title to each section of the right-of-way shown in Exhibit "A" shall pass to the Loyal Order of the Moose Lodge #1704.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 15th day of March, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

OPTION “B”

RESOLUTION #5000

PAYMENT
REQUIRED

WHEN RECORDED HOLD FOR
KINGMAN CITY CLERK
310 N. 4th Street
Kingman, AZ 86401

CITY OF KINGMAN RESOLUTION NO. 5000

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA: FOR THE VACATION (ABANDONMENT) OF A PORTION OF MONROE STREET, LOCATED BETWEEN MARLENE STREET AND KAREN AVENUE AS SHOWN IN EXHIBIT "A".

WHEREAS, KC Orr Builders, Inc., applicant, and Loyal Order of the Moose Lodge #1704, abutting property owner to vacate (abandon) a portion of the right-of-way for Monroe Street located between Marlene Street and Karen Avenue and adjacent Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and a portion of the right-of-way for Monroe Street adjacent to Lot 15, Block 17 of Cecil Davis Addition, Unit 3, as shown in Exhibit "A", and

WHEREAS, according to the Arizona State Statutes, § 28-7201: et. seq., and the Kingman Streets and Sidewalks Development Rules and Regulations, Section 5: Right-of-Way Vacation, the City may dispose of right-of-way upon finding that a portion of the right-of-way shown in Exhibit "A" is no longer necessary for public use or purposes, subject to the giving of consideration by the abutting property, and

WHEREAS, the City Engineering Department, other city and county agencies, and public utility companies were informed of this vacation request, and it was determined that there are no public utilities present in the aforementioned right-of-way, with the exception of a gas line, and that said right-of-way is not needed by any public utility company nor is necessary for drainage or other public use or public purposes, and

WHEREAS, a 12-foot wide public utility easement shall be reserved along the east side of Monroe Street between Marlene Avenue and a 20-foot wide alley located to the south to accommodate the existing gas line, as shown in Exhibit "A", and

WHEREAS, the City of Kingman Planning and Zoning Commission, at their regular meeting on February 9, 2016, held a public hearing and recommended by a vote of 6-0 the approval of the vacation (abandonment) of a portion of Monroe Street as shown in Exhibit "A", and

WHEREAS, the Planning and Zoning Commission recommended that the value of the abandoned portion of the Monroe Street right-of-way that was determined by an appraisal of the property to be \$6,000.00, be waived in lieu of the future completion of street, curb and sidewalk improvements by the adjoining property owner, the Loyal Order of the Moose Lodge, #1704, and

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

1. That the portion of right-of-way for Monroe Street, located between Marlene Street and Karen Avenue, as shown in Exhibit "A", adjacent to Lot 1, Block 17 of Cecil Davis Addition, Unit 3, and Lot 15, Block 17 of Cecil Davis Addition, Unit 3, and is hereby determined to be unneeded for any public purpose, and is therefore vacated (abandoned).
2. A 12-foot wide easement located between Marlene Street and an alley to the south, as shown in Exhibit "A" is hereby accepted for public utility purposes.
3. That the amount deemed to be commensurate with the value of the vacated right-of-way is \$6,000.00 based on similar property listings and sales in the area.
4. Upon receipt of the \$6,000 recordation of the deed, title to each section of the right-of-way shall pass to the adjacent owner.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 1st day of March, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Rich Ruggles, Development Services

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Consideration of acceptance of an offer of dedication of right-of-way at the southeast corner of Monroe Street and Marlene Avenue

SUMMARY:

A right-of-way has been offered to the City of Kingman by the owner of certain property located at the southeast corner of Monroe Street and Marlene Avenue. The property owner, Kingman Lodge No. 1704 Loyal Order of Moose, is offering to dedicate the right-of-way for roadway, utilities, and other public purposes in conjunction with the abandonment of a portion of Monroe Street south of this location.

FISCAL IMPACT:

None expected.

STAFF RECOMMENDATION:

Accept the deed of dedication and authorize the Mayor's signature.

ATTACHMENTS:

Description

Deed of Dedication

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	3/2/2016 - 10:17 AM

When recorded return to:

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

DEED OF DEDICATION

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

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

See Attached Legal Description and Exhibit

EXECUTED this 5th day of February, 2016.

KINGMAN LODGE NO. 1704,
LOYAL ORDER OF MOOSE, Grantor

BY: Dale Cline

TITLE: Governor, Kingman Lodge #1704

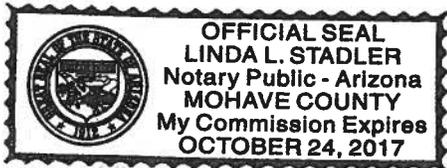
STATE OF ARIZONA)
) ss.
County of Mohave)

Acknowledged before me this 5th day of February
2016, by Dale Cline, Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda L. Stadler
Notary Public

My Commission expires: Oct 24, 2017



ACCEPTANCE

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

IN WITNESS WHEREOF, the City of Kingman has caused this Acceptance to be executed by its Mayor pursuant to authority granted by its City Council, this ____ day of _____, 2016.

CITY OF KINGMAN,
a municipal corporation

BY: _____
Richard Anderson, City Mayor

ATTEST:

Sydney Muhle, City Clerk

LEGAL DESCRIPTION

A DESCRIPTION FOR ROADWAY DEDICATION.

A portion of LOT 1, BLOCK 17 of Cecil Davis Addition, Unit 3 as shown on the Record of Survey found in book 44, page 73 in the office of the recorders, Mohave County, Arizona. Said portion being a part of Section 19, Township 21 North, Range 16 West of the Gila & Salt River Meridian, Mohave County Arizona. Said portion being more particularly described as follows:

Beginning at the northeast return of said Lot 1 being a 1/2" rebar with cap, LS 25074;

Thence North $89^{\circ}51'10''$ West along the north line of said Lot 1, a distance of 15.01 feet;

Thence South $0^{\circ}07'20''$ West, a distance of 4.03 feet to a point on arc having a radius of 30 feet, the radial bearing being South $29^{\circ}52'40''$ East;

Thence Northeasterly along a curve left, an arc distance of 15.72 feet, through a central angle of $30^{\circ}01'30''$ and a radius of 30.00 feet to the point of tangent and the point of beginning.



bfp 7.31.2018

scriviner Rand W. Holmquist, rls 25074

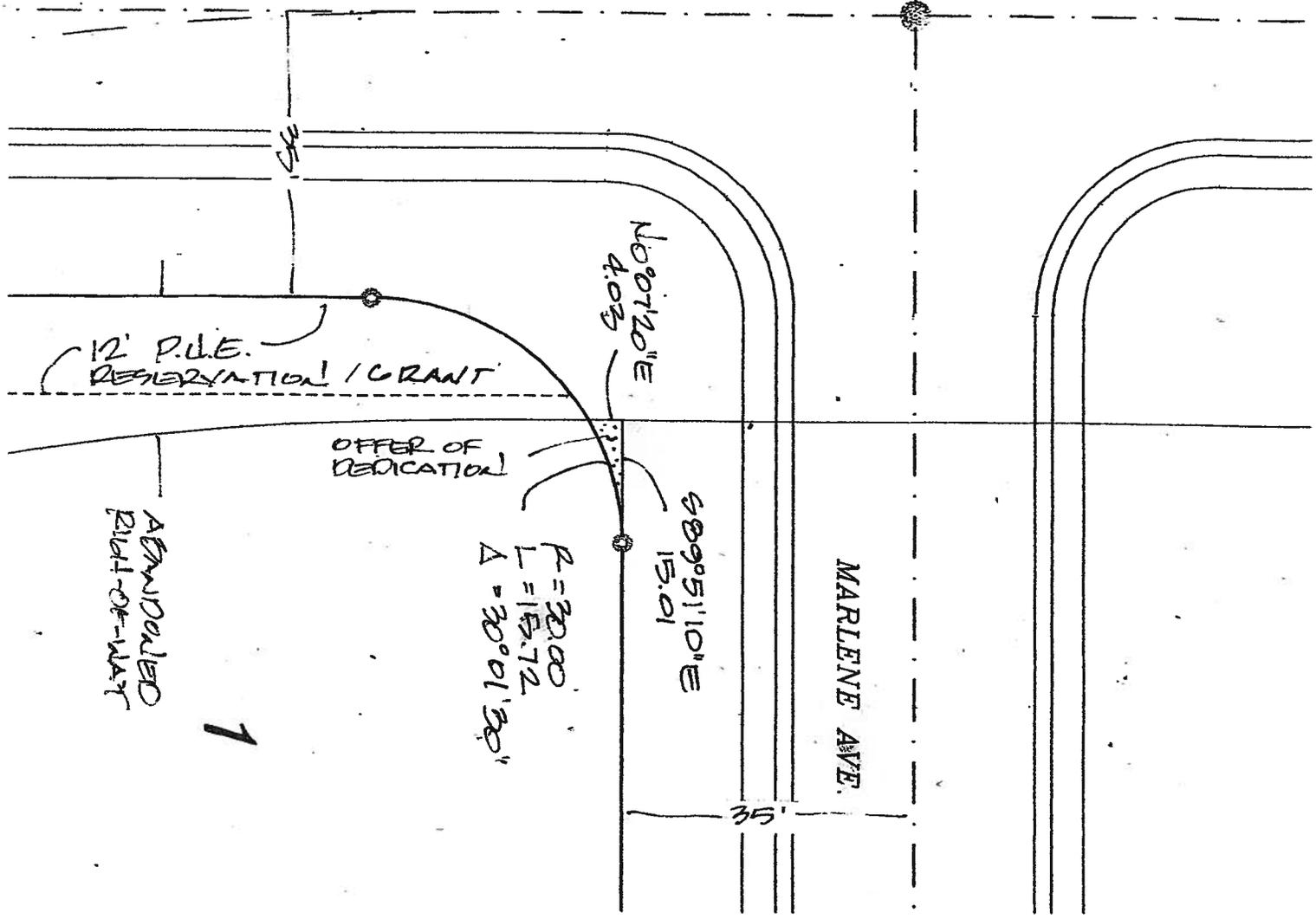
Rand W. Holmquist - Owner

R.W. HOLMQUIST & ASSOC. LLC
RURAL & REMOTE SURVEYING & R/W SERVICES

703 E. BEALE STREET
KINGMAN, ARIZONA 86401
(928) 753-7719 * (928) 297-0773
contact@rwholmquist.com

MONROE STREET

BP 7.7.1.2018





CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Lee R. Hocking, Assistant City Attorney

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Proposed modifications to animal ordinances

SUMMARY:

Staff, at the direction of Council and with input from Gerald Olson, Chas Barker, the Kingman Police Department and other parties interested in reformation of the City's current animal ordinances, has modified Chapter 3, Article II, Section 3-22 of the Code of Ordinances and created Chapter 3, Article III, Section 3-45 of the Code of Ordinances with two options, to wit:

1. Ordinance No. 1810R modifies Section 3-22 by deleting all animals other than dogs and cats from the "number of pets per residence" limitations, thereby freeing the subject of other animals to be addressed elsewhere; and,
2. Ordinance No. 1811 creates Section 3-45 where no ordinance previously existed by addressing other "number of animals per residence" parameters. This new Section explicitly allows and defines parameters for chickens and related birds where previously they had been banned by the City Code. Two options have been provided for the Council to consider:
 - a. Option "A" permits one bird, including chickens and related birds, for every 1,000 square feet of lot size up to a total limit of 36 birds regardless of lot size. This option is favored by Mr. Anderson, Mr. Barker and related parties.
 - b. Option "B" prohibits chickens and related birds on lots 20,000 square feet in size and under but is otherwise the same as Option "A." This option is in line with Council's previous directive on this issue and is preferred by the Kingman Police Department.

Both versions contain modifications to language which provide concise definitions of the types of birds that are both permitted and prohibited. These are necessary to address enforcement difficulties encountered in the field by the Kingman Police Department as a result of conundrums that commonly arise regarding the ambiguous definitions of "poultry" and "fowl."

Also present in both versions of Section 3-45 are the modifications proposed by resident Amber Novak and approved by this Council sitting in Regular Meeting on or about October 6, 2015, permitting livestock substitutions (substituting goats and sheep for horses).

The proposed Ordinances are drafted in final form and intended so that the Council may immediately enact them if so desired.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 1810R and recommends that Council choose and approve one of the two options for Ordinance 1811; Staff alternatively requests further direction in the event that Council desires rewording or further modifications to the ordinances currently being reviewed.

ATTACHMENTS:

Description

Proposed Section 3-22

Proposed Section 3-45 Option "A"

Proposed Section 3-45 Option "B"

REVIEWERS:

Department	Reviewer	Action	Date
City Attorney	Cooper, Carl	Approved	3/9/2016 - 10:09 AM
City Attorney	Cooper, Carl	Approved	3/9/2016 - 10:09 AM
City Manager	Dougherty, John	Approved	3/9/2016 - 1:12 PM

CITY OF KINGMAN

ORDINANCE NO. 1810R

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, AMENDING CHAPTER 3 OF THE CITY OF KINGMAN CODE OF ORDINANCES TO DELETE ALL ANIMALS OTHER THAN DOGS AND CATS FROM ARTICLE II, SECTION 3-22

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

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

SECTION 1 Chapter 3, Article II, Section 3-22 of the Code of Ordinances of the City of Kingman, is created by modifying text to read as follows:

Sec. 3-22 Number of pets per residence.

(a) On residential lots under forty thousand (40,000) square feet, the number of dogs over the age of four (4) months shall be limited to three (3) per residence. The number of cats over the age of four (4) months shall be limited to three (3) per residence. The total number of dogs, cats, ~~and pot bellied pigs~~ **OR ANY COMBINATION THEREOF** over the age of four (4) months shall not exceed three (3) per residence.

(b) On residential lots of forty thousand (40,000) square feet or greater, the number of dogs over the age of four (4) months shall be limited to four (4) per residence. The number of cats over the age of four (4) months shall be limited to four (4) per residence. The total number of dogs, cats ~~and pot bellied pigs~~ **OR ANY COMBINATION THEREOF** over the age of four (4) months shall not exceed four (4) per residence.

~~(c) One (1) pot bellied pig may be allowed on a residential lot at least five thousand (5,000) square feet. One (1) additional pot bellied pig may be allowed for each additional five thousand (5,000) square feet of lot area, not to exceed three (3) pot bellied pigs.~~

~~(d) On residential lots under forty thousand (40,000) square feet, the number of birds shall not exceed twelve (12); poultry are prohibited. On residential property forty thousand (40,000) square feet or greater, the number of birds or fowl shall not exceed thirty six (36).~~

~~(e) On residential lots forty thousand (40,000) square feet or greater there may be one (1) horse permitted per every twenty thousand (20,000) square feet of lot area.~~

~~(f) On residential lots forty thousand (40,000) square feet or greater there may be one (1) cow, goat or other hoofed animal, other than a horse or pot bellied pig, for each forty thousand (40,000) square feet of lot area up to a maximum of four (4) such animals.~~

SECTION 2 Penalties for violation of Chapter shall be in accordance with Section 1-8 of the Code of Ordinances for the City of Kingman.

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, on the _____ day of _____, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

CITY OF KINGMAN

ORDINANCE NO. 1811

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, CREATING CHAPTER 3, ARTICLE III, SECTION 3-45 OF THE CITY OF KINGMAN CODE OF ORDINANCES BY DEFINING BIRD AND PIG ALLOWANCES AND BY PERMITTING SUBSTITUTION OF LIVESTOCK ALLOWANCES ON PROPERLY ZONED PROPERTIES

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

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

SECTION 1 Chapter 3, Article III, Section 3-45 of the Code of Ordinances of the City of Kingman, is created by creating text to read as follows:

Sec. 3-45 Number of animals per residence.

(a) One (1) pot-bellied pig is allowed on a residential lot of at least five thousand (5,000) square feet. One (1) additional pot-bellied pig may be allowed for each additional five thousand (5,000) square feet of lot area, up to a limit of three (3) pot-bellied pigs per residence.

(b) On residential lots one bird is allowed per one thousand (1,000) square feet of lot size. The total number of birds shall not exceed thirty six (36). The types of permitted birds include but are not limited to all members of the Order *Galliformes*, which itself includes but is not limited to chickens, pheasants, turkeys, grouse, ptarmigans, partridges, pheasants and quail. Roosters are only permitted on residential lots of forty thousand (40,000) square feet or greater. The following birds are prohibited on all residential lots regardless of whether they are being kept for meat, eggs and/or as pets: All members of the Order *Casuariiformes*, including but not limited to emus; all members of the Order *Struthioniformes*, including but not limited to ostriches; and, all members of the Order *Anseriformes*, including but not limited to ducks, swans and geese.

(c) Pens, cages and other shelter for permitted birds not normally kept within a dwelling shall not be located closer than twenty (20) feet to any property line. Pens, cages and other shelter for permitted birds shall be kept in a neat manner free of refuse, manure, flies and other nuisances at all times. Storage of feed, equipment and other material related to the keeping of permitted birds shall be kept secure or within an enclosed building or structure. Birds of the Order *Galliformes* shall be housed in adequate enclosures of at least four (4) square feet of space per bird.

(d) On residential lots forty thousand (40,000) square feet or greater there may be one (1) horse permitted for every twenty thousand (20,000) square feet of lot area.

(e) On residential lots forty thousand (40,000) square feet or greater there may be one (1) cow or other hoofed animal, other than a horse, goat, sheep or pot-bellied pig, for each forty thousand (40,000) square feet of lot area up to a limit of four (4) such animals.

(f) On residential lots forty thousand (40,000) square feet or greater, two (2) goats or sheep, or any combination thereof, may be substituted for one (1) horse up to a limit of four (4) goats or sheep, or any combination thereof, for every forty thousand (40,000) square feet of lot area.

SECTION 2 Penalties for violation of Chapter shall be in accordance with Section 1-8 of the Code of Ordinances for the City of Kingman.

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, on the _____ day of _____, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

CITY OF KINGMAN

ORDINANCE NO. 1811

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, CREATING CHAPTER 3, ARTICLE III, SECTION 3-45 OF THE CITY OF KINGMAN CODE OF ORDINANCES BY DEFINING BIRD AND PIG ALLOWANCES AND BY PERMITTING SUBSTITUTION OF LIVESTOCK ALLOWANCES ON PROPERLY ZONED PROPERTIES

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

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

SECTION 1 Chapter 3, Article III, Section 3-45 of the Code of Ordinances of the City of Kingman, is created by creating text to read as follows:

Sec. 3-45 Number of animals per residence.

(a) One (1) pot-bellied pig is allowed on a residential lot of at least five thousand (5,000) square feet. One (1) additional pot-bellied pig may be allowed for each additional five thousand (5,000) square feet of lot area, up to a limit of three (3) pot-bellied pigs per residence.

(b) On residential lots the total number of birds shall not exceed thirty six (36). The types of permitted birds include but are not limited to all members of the Order *Galliformes*, which itself includes but is not limited to chickens, pheasants, turkeys, grouse, ptarmigans, partridges, pheasants and quail. Birds of the Order *Galliformes* are prohibited on residential lots twenty thousand (20,000) square feet and under. Roosters are only permitted on residential lots of forty thousand (40,000) square feet or greater. The following birds are prohibited on all residential lots regardless of whether they are being kept for meat, eggs and/or as pets: All members of the Order *Casuariiformes*, including but not limited to emus; all members of the Order *Struthioniformes*, including but not limited to ostriches; and, all members of the Order *Anseriformes*, including but not limited to ducks, swans and geese.

(c) Pens, cages and other shelter for permitted birds not normally kept within a dwelling shall not be located closer than twenty (20) feet to any property line. Pens, cages and other shelter for permitted birds shall be kept in a neat manner free of refuse, manure, flies and other nuisances at all times. Storage of feed, equipment and other material related to the keeping of permitted birds shall be kept secure or within an enclosed building or structure. Birds of the Order *Galliformes* shall be housed in adequate enclosures of at least four (4) square feet of space per bird.

(d) On residential lots forty thousand (40,000) square feet or greater there may be one (1) horse permitted for every twenty thousand (20,000) square feet of lot area.

(e) On residential lots forty thousand (40,000) square feet or greater there may be one (1) cow or other hoofed animal, other than a horse, goat, sheep or pot-bellied pig, for each forty thousand (40,000) square feet of lot area up to a limit of four (4) such animals.

(f) On residential lots forty thousand (40,000) square feet or greater, two (2) goats or sheep, or any combination thereof, may be substituted for one (1) horse up to a limit of four (4) goats or sheep, or any combination thereof, for every forty thousand (40,000) square feet of lot area.

SECTION 2 Penalties for violation of Chapter shall be in accordance with Section 1-8 of the Code of Ordinances for the City of Kingman.

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, on the _____ day of _____, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Engineering Services

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Presentation of Interstate 40 (I-40) crossing alternatives (ENG15-042)

SUMMARY:

On August 4, 2015, the City hired AECOM Technical Services to prepare a Feasibility Study to evaluate potential crossings of Interstate 40 (I-40) at Prospector Street and Kingman Crossing Boulevard. The City is in need of a crossing of I-40 to meet public safety and transportation demands on the east side of town. Currently, the only access across I-40 east of the BNSF railroad is on Eastern Street, which becomes congested at peak hours and is problematic to the residential areas near its connection to Airway Avenue.

The Feasibility Study examines a total of five alternatives for crossing I-40, including four alternatives for Prospector Street (with roadways both over and under I-40), and one alternative for Kingman Crossing Boulevard (based on the existing Traffic Interchange Design Concept Report). Costs, right of way requirements, drainage issues and roadway geometrics are examined for each alternative and presented in an evaluation matrix.

Dale Wiggins, PE, the Project Engineer for AECOM, will provide a presentation of the Study and will be available to answer any questions.

FISCAL IMPACT:

The total cost for the Kingman Crossing Boulevard (KCB) alternative is about 9.3 million dollars (Alternative 1). The KCB alternative will reduce the future costs for the Traffic Interchange by about 7 million dollars.

The lowest total cost for the Prospector crossing is about 6.6 million dollars (Alternative 3).

STAFF RECOMMENDATION:

The Study shows that crossings of I-40 at Kingman Crossing Boulevard and Prospector Street are both feasible. Since the Kingman Crossing Boulevard option will contribute to the ultimate construction of a Traffic Interchange, it seems most logical to pursue Alternative 1. Review and direction from Council is requested.

ATTACHMENTS:

Description

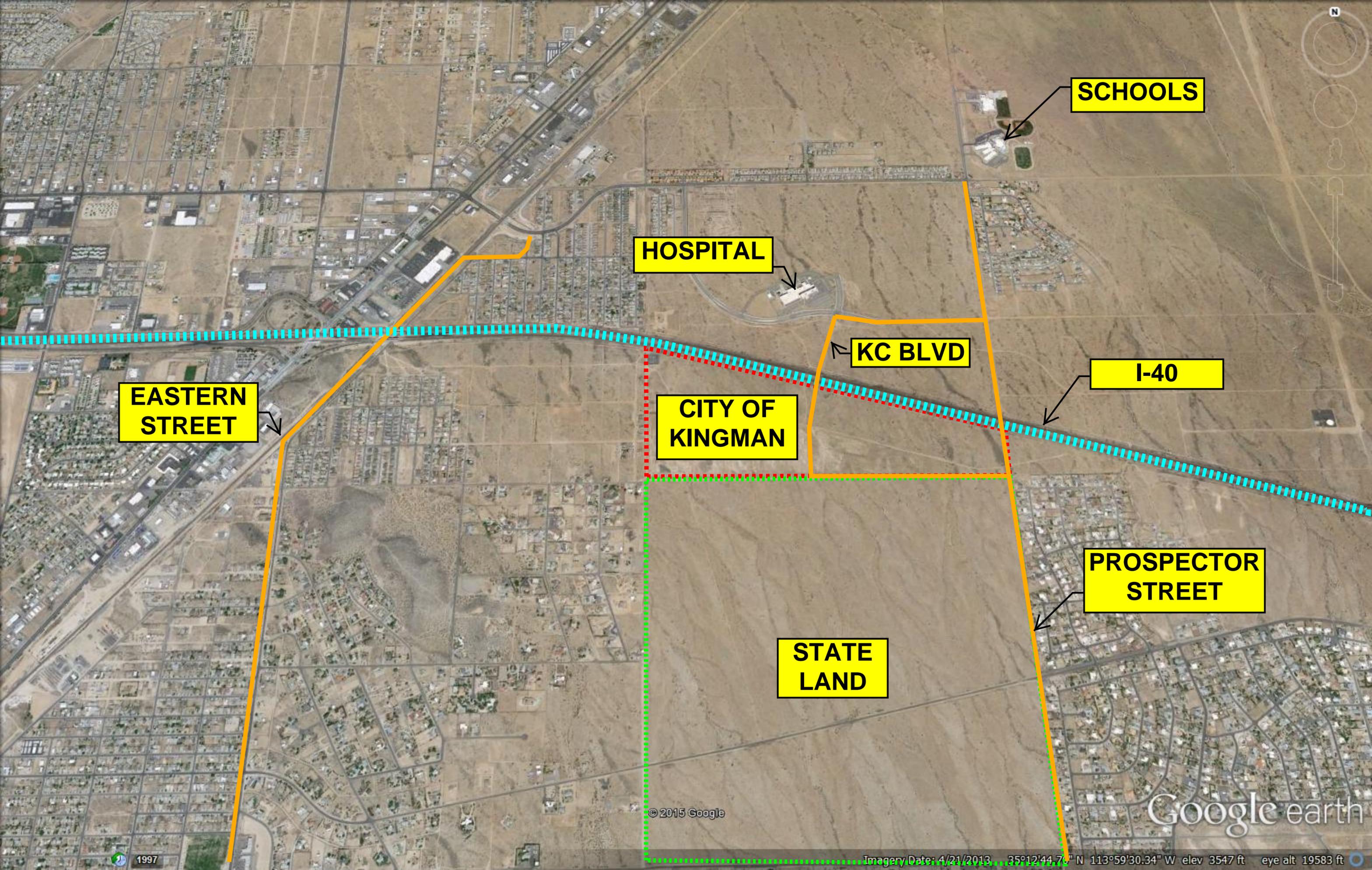
Aerial Map

Draft Feasibility Report

PowerPoint Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Henry, Greg	Approved	3/4/2016 - 1:49 PM
City Attorney	Cooper, Carl	Approved	3/7/2016 - 1:35 PM
City Manager	Dougherty, John	Approved	3/7/2016 - 12:42 PM



SCHOOLS

HOSPITAL

EASTERN STREET

CITY OF KINGMAN

KC BLVD

I-40

STATE LAND

PROSPECTOR STREET

© 2015 Google

Google earth

Imagery Date: 4/21/2013 35°12'44.70" N 113°59'30.34" W elev 3547 ft eye alt 19583 ft

1997

DRAFT FEASIBILITY STUDY

PROSPECTOR STREET INTERIM ROADWAY & I-40 GRADE SEPARATION

March 2016

Prepared for:
City of Kingman
301 North 4th Street
Kingman, Arizona 86401



Prepared by:
AECOM
7720 North 16th Street, Suite 100
Phoenix, Arizona 85020



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- C. Preliminary Summary of Offsite Flows & Watershed Delineation Maps
- D. Preliminary Detailed Cost Estimates for Each Alternative

1.0 INTRODUCTION

1.1 FOREWORD

The Prospector Street Interim Roadway and I-40 Grade Separation Feasibility Study is part of a project with the City of Kingman (COK) to identify alternatives that will improve access between the lands on both sides of I-40 in the Kingman area. The project would provide an interim roadway between Louise Avenue south of I-40 and Santa Rosa Boulevard north of I-40 with a grade separation over or under I-40 at the proposed Kingman Crossing traffic interchange (TI) location, or at the Prospector Street section line alignment. See **Figure 1.1** for the project corridor study area.

1.2 PURPOSE AND NEED FOR PROJECT

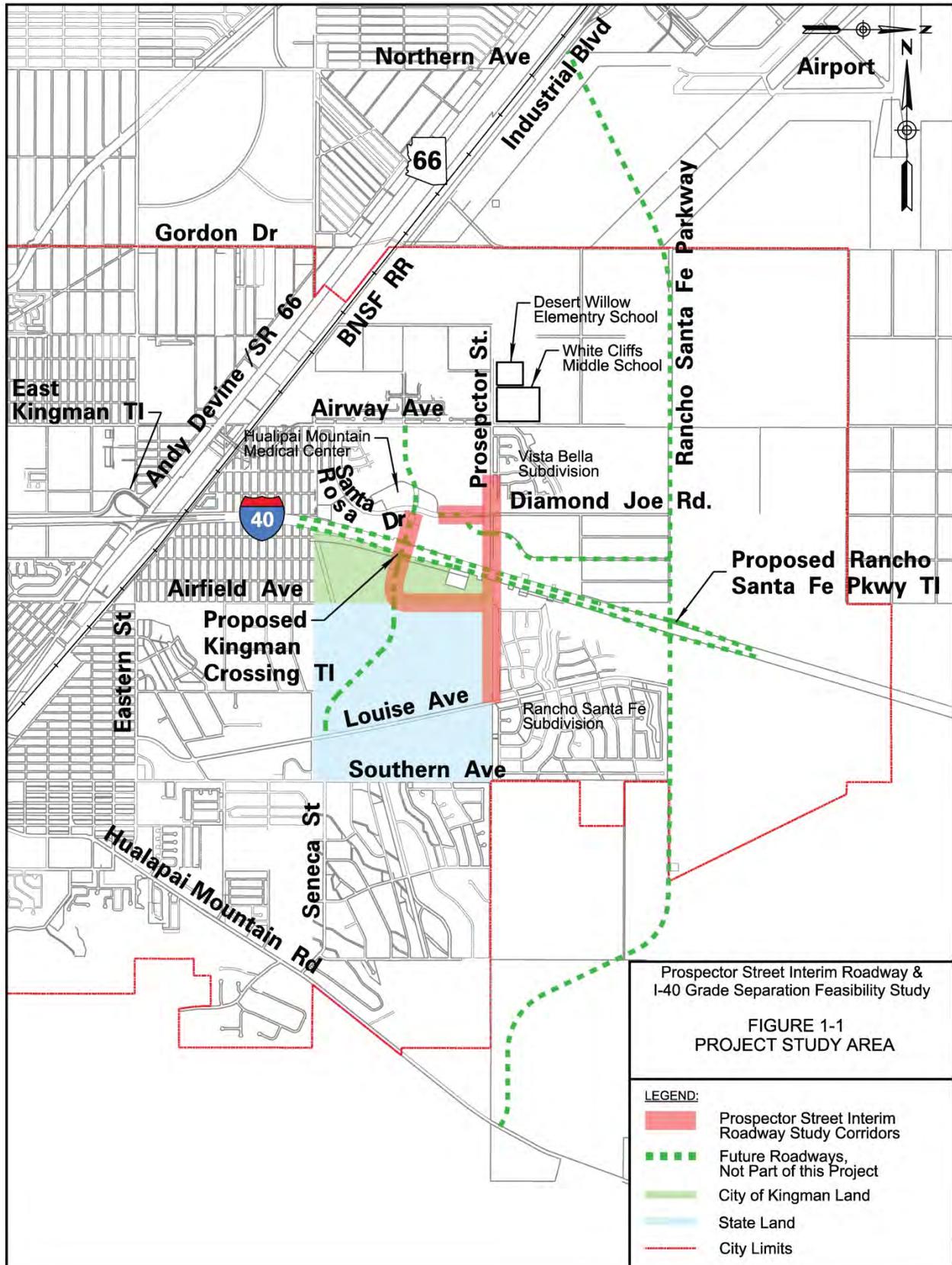
The City of Kingman is an important regional center for northwestern Arizona and is a major hub of transportation, commerce, and government administration. Residential development is occurring within the COK with the largest concentration of growth occurring on the east side of the COK. The area is physically separated from the rest of COK by both I-40 and the Burlington Northern Santa Fe (BNSF) railroad tracks. The only way to access this area is provided by the Hualapai Mountain Road bridge (south of I-40) over the railroad tracks and by the underpass crossing of the BNSF tracks at Airway Avenue (north of I-40). In order to improve access to this area, a variety of roadway improvements are proposed in the Kingman Area Transportation Study (KATS). The I-40 Kingman Crossing TI is part of the recommended plan along with a new arterial street (Kingman Crossing Boulevard) that will eventually link Louise Avenue on the south to Airway Avenue to the north of the TI. Kingman Crossing TI and Kingman Crossing Boulevard are key elements in improving the regional traffic network to service the east Kingman area.

The KATS transportation plan also includes the proposed Rancho Santa Fe Parkway (RSFP) TI that consists of a new TI with I-40, 1-1/2 miles east of the Kingman Crossing TI. This TI will link the Kingman Airport to I-40, and eventually provide access to Hualapai Mountain Road.

The future TI's are not funded and the date of construction is unknown at this time. However, there is a current need to provide improved access between the lands on both sides of I-40. Currently the only access between the areas north and south of I-40 and east of the BNSF tracks is Eastern Avenue undercrossing of I-40, which requires significant amount out of direction distance and travel time to travel between the areas north and south of I-40.

A significant portion of the students attending the Desert Willow Elementary School and the White Cliffs Middle school reside south of I-40. Both schools are located on Prospector Street just north of Airway Avenue north of I-40 (see **Figure 1.1**). Students commuting from the south side of I-40 by vehicle, bicycle, or by walking are faced with a long travel distance around via Eastern Street. Providing a crossing over I-40 at either the proposed KCTI location or along the Prospector Street section line alignment would make the travel distance significantly shorter. This would reduce the exposure of students walking or bicycling to vehicle traffic, reducing the risk of accidents.

Figure 1.1 – Project Study Area



Improved access could be achieved by implementing an interim roadway and a grade separation with I-40, in the vicinity of the proposed Kingman Crossing TI. The interim roadway would connect Louise Avenue south of I-40 with Santa Rosa Drive north of I-40.

The purpose of the Prospector Street Interim Roadway and I-40 Grade Separation Feasibility Study is to investigate concepts to provide a new interim roadway and grade separation with I-40 to provide improved connectivity north and south of I-40 in the east Kingman area.

Two corridors will be evaluated for the interim roadway, as shown in **Figure 1.1**.

- **KCTI Corridor** – begins at Louise Avenue, travels north along the Prospector Street alignment, adjacent to the State Land parcel, turns west along the Airfield Avenue alignment, turns north along the proposed Kingman Crossing Boulevard alignment, crosses I-40 and terminates at Santa Rosa Drive. This corridor option includes extending pavement on Diamond Joe Road east to Prospector Street and extending Prospector Street south to Diamond Joe Road. KCTI Corridor would cross under I-40 with two new bridge structures constructed along I-40 based on the recommended ultimate KCTI configuration.
- **Prospector Street Section Line Corridor** – also begins at Louise Avenue, travels north along the Prospector Street alignment, continues north on the same alignment across I-40 (under or over I-40), and extends north to the existing pavement on Prospector Street north of Diamond Joe Road. This corridor option also includes the extension Diamond Joe Road from east to Prospector Street.

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2.0 EXISTING CHARACTERISTICS OF THE STUDY AREA

2.1 ROADWAYS

The existing improved roadways within the study limits include I-40, Santa Rosa Drive, and Prospector Street.

I-40 is a four-lane divided highway on level terrain consisting of two 12 foot lanes in each direction, a 4-foot inside shoulder, and a 10-foot outside shoulder. An 84 foot median separates the eastbound and westbound lanes. The horizontal alignment of I-40 within the project limits is on tangent. Existing I-40 pavement consists of asphalt concrete (AC) for all lanes and shoulders in both directions.

Santa Rosa Drive is an improved roadway to a point approximately 700 feet east of the proposed Kingman Crossing Boulevard (Hualapai Medical Center) where the improved roadway terminates and becomes an unimproved roadway to the east. The improved roadway section is AC pavement and consists of two 12 foot wide lanes in each direction, a wide raised median, curb and gutter and sidewalks on both sides. The unimproved roadway is on the Diamond Joe Road alignment and continues east of the Prospector Street Alignment.

There are no existing roadway improvements along the Prospector Street alignment, between Louise Avenue and I-40. Prospector Street is an unimproved roadway between I-40 and a point approximately 400 feet north of Diamond Joe Road where it becomes an improved paved roadway to the north. The improved roadway is AC pavement with a total width of approximately 36 feet. The west side of the roadway does not have curb and gutter or a sidewalk. The east side of the roadway has curb and gutter and a sidewalk.

2.2 RIGHT-OF-WAY

The existing right-of-way (R/W) width along I-40 is 308 feet within the project limits. There is a 10 foot wide communications utility easement located along the north R/W line of I-40. There are several drainage easements of various sizes at drainage crossings on both sides on I-40.

The existing R/W width varies along the Prospector Street section line corridor between Louise Avenue and Diamond Joe Road. Between Louise Avenue and Airfield Avenue, the existing R/W width is 42 feet east of the section line, and there is a 60 foot wide roadway easement west of the section line across the State land parcel, for a total of width of 102 feet. There is no roadway R/W between Airfield Avenue and a point approximately 304 feet north of I-40 (in line with Grand Canyon Road). From this point north to Diamond Joe Road the existing R/W width is 42 feet (east of the section line). North of Diamond Joe Road the existing R/W width is 84 feet centered on the section line.

There are two 9 foot wide utility easements along the Prospector Street alignment, abutting the north and south I-40 right-of-way lines. The limits of the easements are from Airfield Avenue to I-40 and from I-40 to a point approximately 304 feet north of the I-40 R/W. The east edges of the easements are 42 feet east of the section line.

Along the unimproved section of the Diamond Joe Road alignment from a point 700 feet east of the proposed Kingman Crossing Boulevard to Prospector Street, there is no existing R/W. There is a 20 foot wide electric line easement and a 15 foot wide gas line easement along the south side of Santa Rosa Drive/Diamond Joe Road, west of Prospector Street.

There is no existing right-of-way along the Kingman Crossing Boulevard alignment.

2.3 LAND USE

Land within the project limits is primarily privately owned, undeveloped, and rural in nature as shown in **Figure 1.1**. The land south of Airfield Avenue and west of the Prospector Street alignment is owned by Arizona State Land Department (ASLD); its future use has not yet been determined. The land east of the ASLD parcel is existing residential (Rancho Santa Fe Subdivision). The land between Airfield Avenue and I-40 on the west side of the Prospector Street alignment is owned by the COK and is planned for retail, office, commercial, and civic development. The land east of the COK parcels is privately owned and vacant. The land between I-40 and Diamond Joe Road, on both sides of the Prospector Street alignment, is privately owned and is planned for retail, commercial, and residential development to the north.

2.4 DRAINAGE

The topography surrounding the project site slopes generally from south to north and rainfall runoff collects in several defined natural streambeds. There are several drainage crossings under I-40, consisting of pipe culverts and concrete box culverts.

2.5 UTILITIES

There are several existing utilities within the project limits. See **Table 2.1** for a list of the utilities and their locations.

Table 2.1 – Existing Utilities

Utility Owner	Utility Type	Location
Frontier Communications	TI carrier line	Within a 10-foot easement along the north I-40 right-of-way line
Frontier Communications	36 strand fiber cable and 200 pair copper cable	Approximately 37.5 feet east of the Prospector Street section line, between Louise Avenue and Airway Avenue. Inside 8-inch casing under I-40.
Unisource Electric	Overhead 12kV distribution line	Single phase line between I-40 and Diamond Joe Road. Three phase north of Diamond Joe Road.
Unisource Gas	4" PE gas line	Along the south side of Santa Rosa Drive/Diamond Joe Road, west of Prospector Street and along the west side of Prospector Street, north of Diamond Joe Road.
City of Kingman	12" sewer line	Located 7 feet south of the Airfield Avenue Mid-Section Line

3.0 TRAFFIC ANALYSIS

3.1 YEAR 2030 CONDITIONS ASSESSMENT

This section presents a summary of the traffic analysis that discusses the tools, methods, and assumptions employed in the assessment and concept development of the Prospector Street Grade Separation and connecting roads. The purpose of this assessment is to determine the lane requirements for the Prospector Street alternative scenarios.

3.2 YEAR 2030 TRAVEL FORECAST MODEL

Traffic forecasts for the Prospector Street Grade Separation Study build upon the transportation model developed for the 2011 Kingman Area Transportation Study (KATS). The final TransCAD model files that provided the model results presented in the 2011 KATS reports were not available. Preliminary TransCAD model files were provided by Kimley-Horn, the consulting firm that prepared the 2011 KATS report, but the 2030 network provided in the TransCAD model files do not match the 2030 network shown on Figure 17 in the KATS report (see **Figure 3.1**). The provided TransCAD model files were updated to closely match, as much as possible, the 2030 full build out roadway network in the KATS report for this study. Two additional major roadways were added to the model from the 2030 Kingman General Plan (see **Figure 3.2**). The two added roadways include extending Rancho Santa Fe Parkway north from Airway Avenue to Industrial Parkway, and extending Industrial Parkway southwest from the Airport to Airway Avenue. In addition, several of the centroid connectors were adjusted to provide a more realistic distribution of traffic volumes from the Traffic Analysis Zones (TAZ) to the roadway network. The socioeconomic data provided with the TransCAD model files was assumed to be the same used in the final KATS study.

A 2030 Existing Network model was also developed based on the 2030 baseline network shown on Figure 14 in the KATS report (see **Figure 3.3**) that used the 2030 TAZ population and employment data and the existing roadway network.

Once the TransCAD model was updated, several model scenarios were developed to ascertain the traffic impacts, and to determine the lane requirements for each scenario. The following model scenarios were developed:

1. **KATS Full Build (No TI's)** – This scenario assumes full build out of the 2030 KATS roadway network, but without traffic interchanges (TI) at Kingman Crossing Boulevard TI (KCTI) and Rancho Santa Fe Parkway (RSFP).
2. **KATS Full Build (KCTI + RSFP TI)** – The KATS Full build is the updated KATS model as described above. It provides traffic interchanges at Kingman Crossing Boulevard and Rancho Santa Fe Parkway, but no grade separation of I-40 at Prospector Street.
3. **KATS Full Build (KCTI Only)** – The KATS Full build is the updated KATS model as described above, but only provides traffic interchange at Kingman Crossing Boulevard, and no grade separation of I-40 at Prospector Street.

4. **KATS Full Build (KCTI + RSFP TI + PGS)** – The Prospector Grade Separation (PGS) is added to the KATS (KCB TI + RSFP TI) Full build scenario.
5. **KATS Full Build (PGS Only)** – This scenario adds grade separation of I-40 at Prospector Street to the 2030 Full Build (No TI's) scenario (No traffic interchanges at Kingman Crossing Boulevard and Rancho Santa Fe Parkway).
6. **KATS Full Build (KCTI + PGS)** – This scenario adds a traffic interchange at Kingman Crossing Boulevard and grade separation of I-40 at Prospector Street to the 2030 Full Build (No TI's) scenario (No traffic interchange at Rancho Santa Fe Parkway).
7. **KATS Full Build (RSFP TI + PGS)** – This scenario adds a traffic interchange at Rancho Santa Fe Parkway Boulevard and grade separation of I-40 at Prospector Street to the 2030 Full Build (No TI's) scenario (No traffic interchange at Kingman Crossing Boulevard).
8. **KATS 2030 Existing Network (No TI's)** – The Existing Network scenario assumes no future build out of the existing roadway network without any TI's at Kingman Crossing Boulevard and Rancho Santa Fe Parkway.
9. **KATS Existing Network (KCTI Only)** – This scenario adds a traffic interchange at Kingman Crossing Boulevard to the 2030 Existing Network (No TI's) scenario.
10. **KATS Existing Network (PGS Only)** – This scenario adds grade separation of I-40 at Prospector Street to the 2030 Existing Network (No TI's) scenario.
11. **KATS Existing Network (KCTI + PGS)** – This scenario adds a traffic interchange at Kingman Crossing Boulevard and grade separation of I-40 at Prospector Street to the 2030 Existing Network (No TI's) scenario.

Figure 3.1 – KATS 2030 Full Build Roadway Network and Traffic Volumes (Source 2011 KATS)

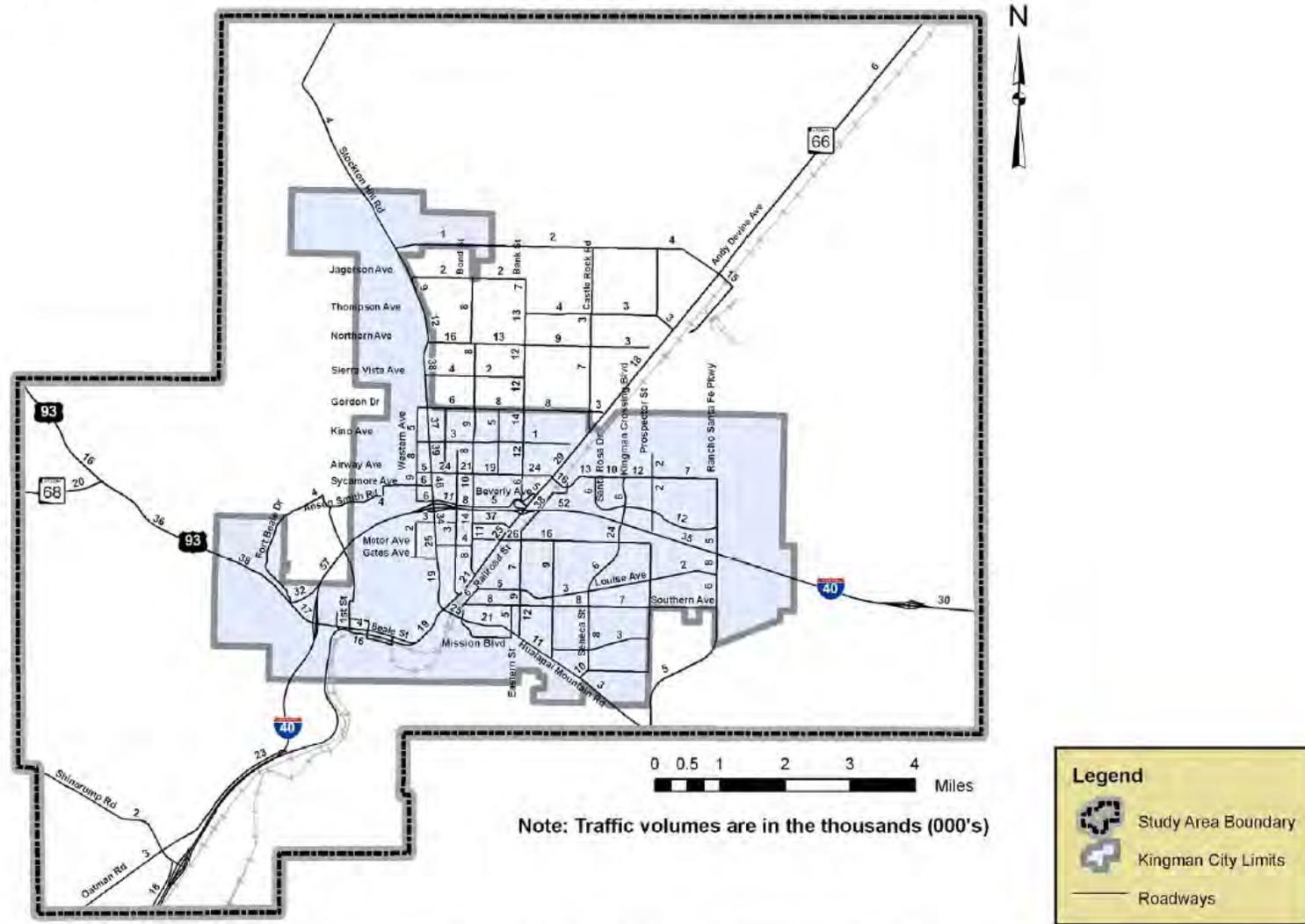


Figure 17: 2030 Daily Traffic Volumes with Recommended Improvements

Figure 3.2 – Kingman General Plan 2030 (Source City of Kingman General Plan Update 2030)

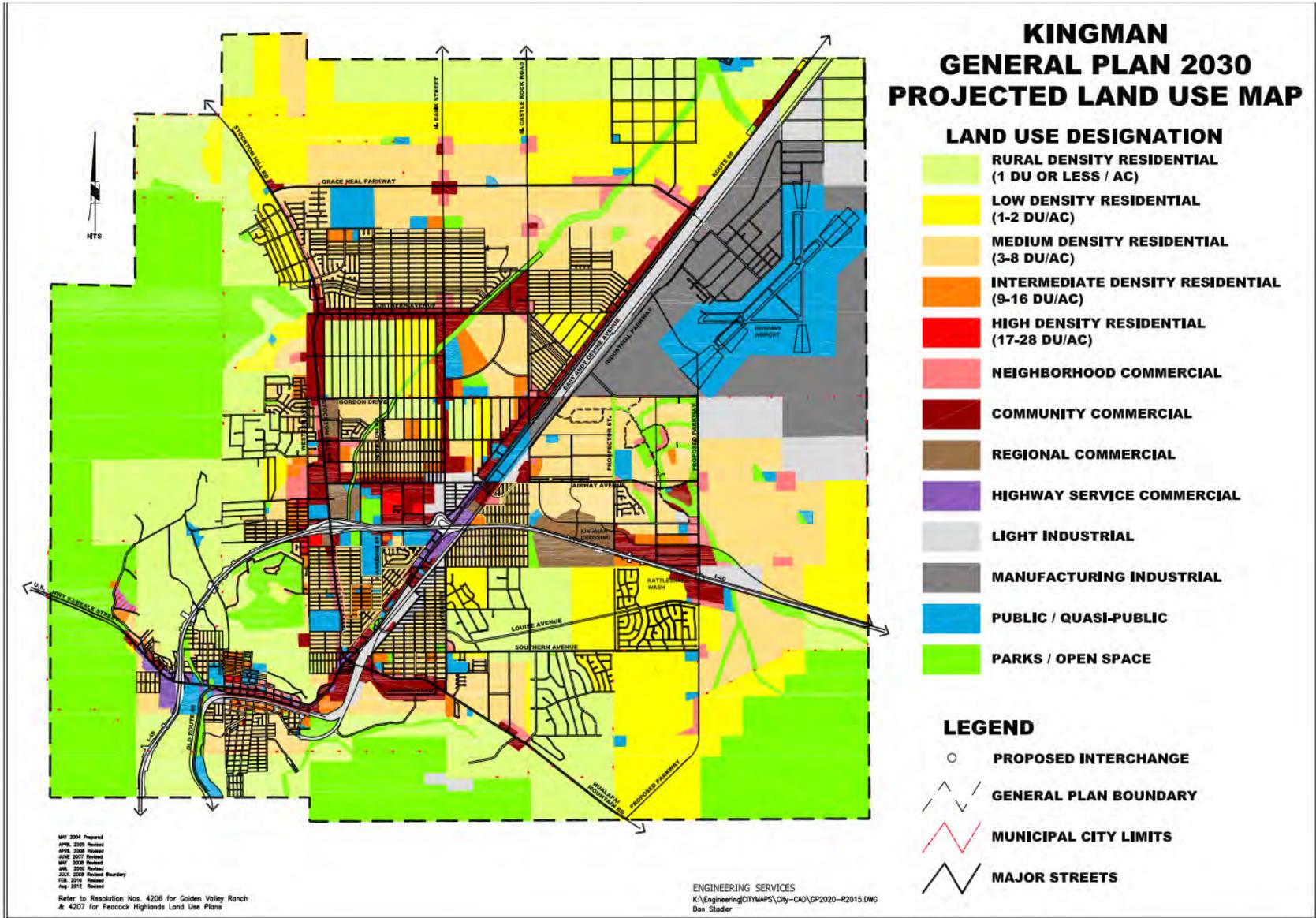


Figure 3.3 – Projected 2030 Existing (No-Build) Roadway Network and Traffic Volumes (Source 2011 KATS)

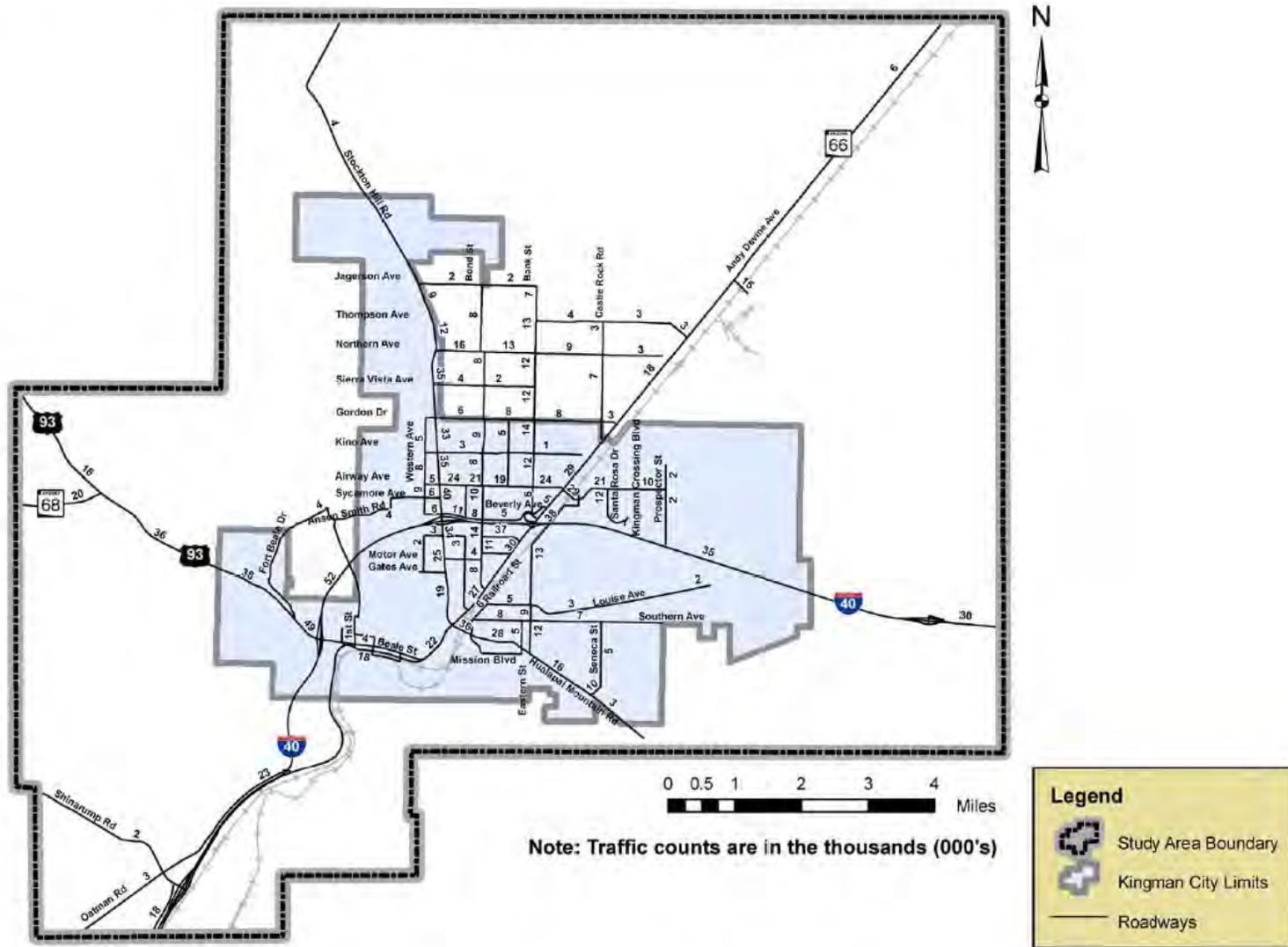


Figure 14: Projected Baseline 2030 Daily Traffic Volumes

3.2.1 Year 2030 Daily Volumes

The updated KATS model was run for each of the model scenarios. The total Year 2030 daily volume output from these model runs are shown in **Appendix A**, and the volumes for the existing and proposed roads crossing I-40 east of the railroad tracks are summarized in **Table 3.1**.

Table 3.1 – Summary of 2030 Daily Traffic Volumes

Scenario	Daily Two-way Roadway Volumes (1000's)				
	Airway Ave. (Between Andy Devine and Eastern)	Eastern St. (Between Airway Ave & Airfield Ave)	Kingman Crossing Blvd (N/S)*	Prospector St. (Crossing over I-40)	Rancho Santa Fe Pkwy (N/S)*
1 – KATS Full Build (No TI's)	31.9	14.7	-	-	-
2 - KATS Full Build (KCTI & RSFP TI)	26.0	0.2	20.9 / 22.0	-	5.0 / 6.3
3 - KATS Full Build (KCTI Only)	26.3	0.2	25.7/27.1	-	-
4 - KATS Full Build (KCTI+PGS+RSFP TI)	26.0	0.2	18.1 / 19.3	3.0	4.9 / 6.2
5 - KATS Full Build (PGS only)	35.4	6.1	-	12.3	-
6 - KATS Full Build (KCTI+PGS)	26.4	0.2	20.6 / 22.4	5.3	-
7 - KATS Full Build (PGS+RSFP TI)	29.8	4.0	-	8.3	6.6 / 7.6
8 – KATS Existing Network (No TI's)	38.1	23.5	-	-	-
9 - KATS Existing Network (KCTI Only)	32.7	3.9	25.4 / 33.9	-	-
10 – KATS Existing Network (PGS only)	41.6	7.8	-	19.2	-
11 – KATS Existing Network (KCTI+PGS)	32.8	3.8	31.6 / 23.0	2.5	-

KCTI = Kingman Crossing Boulevard TI, PGS = Prospector Grade Separation, RSFP TI = Rancho Santa Fe Parkway TI
 * (N/S) = North of I-40 / South of I-40

3.3 YEAR 2030 LEVEL OF SERVICE (LOS)

The 2030 daily traffic volumes for the four roadway crossings of I-40 were compared to the maximum daily volume thresholds for LOS C and LOS D to identify existing roadways that are approaching their maximum capacity and to determine lane requirements for proposed roadways. The daily volume thresholds for LOS C and LOS D shown in **Table 3.2** are derived from Table 4-1 in the Florida Department of Transportation's *2002 Quality/Level of Service Handbook*. **Table 3.3** summarizes the recommended number of lanes for proposed roadways and the resulting LOS for each of the four roadway crossings of I-40.

**Table 3.2 – Daily Volume Thresholds for LOS C and LOS D
 (Source: Florida Department of Transportation)**

FDOT Rdwy Type	Description of Roadway	Number of Through Lanes	Maximum Daily Volume for LOS C	Maximum Daily Volume for LOS D
A	Collector/Arterial with no left-turn lanes	2	9,000	12,300
B	Collector/Arterial with left-turn lanes	2	11,200	15,400
C	Collector/Arterial with no left-turn lanes	4	19,500	24,500
D	Collector/Arterial with left-turn lanes	4	24,700	31,100
E	Collector/Arterial with raised median & left-turn lanes	4	26,000	32,700
F	Arterial with left-turn lanes	6	38,300	46,700
G	Arterial with raised median & left-turn lanes	6	40,300	49,200
H	Uninterrupted flow highway	2	13,800	19,600
I	Uninterrupted flow highway	4	47,800	61,800
J	Freeway	4	52,000	67,200
K	Freeway	6	81,700	105,800

Table 3.3 – Summary of 2030 Level of Service & Recommended Number of Lanes

Scenario	Eastern St			Kingman Crossing Blvd			Prospector St.			Rancho Santa Fe Pkwy		
	No. of Lanes (Prop)	FDOT Rdwy Type	LOS	No. of Lanes (Prop)	FDOT Rdwy Type	LOS	No. of Lanes (Prop)	FDOT Rdwy Type	LOS	No. of Lanes (Prop)	FDOT Rdwy Type	LOS
1 – KATS Full Build (No TI's)	2	B	C - D	-		-	-		-	-		-
2 - KATS Full Build (KCTI & RSFP TI)	2	B	>C	4	D	>C	-		-	2	B	>C
3 - KATS Full Build (KCTI Only)	2	B	>C	4	D	>C	-		-	-		-
4 - KATS Full Build (KCTI+PGS+RSFP TI)	2	B	>C	4	D	>C	2	B	>C	2	B	>C
5 - KATS Full Build (PGS only)	2	B	>C	-		-	2 / 4	B/D	C-D/ >C	-		-
6 - KATS Full Build (KCTI+PGS)	2	B	>C	4	D	>C	2	B	>C	-		-
7 - KATS Full Build (PGS+RSFP TI)	2	B	>C	-		-	2	B	>C	2	B	>C
8 – KATS Existing Network (No TI's)	4	D	C	-		-	-		-	-		-
9 – KATS Existing Network (KCTI Only)	2	B	>C	4	D	C - D	-		-	-		-
10 – KATS Existing Network (PGS only)	2	B	>C	-		-	4	D	C	-		-
11 – KATS Existing Network (KCTI+PGS)	2	B	>C	4	D	C - D	2	B	>C	-		-

KCTI = Kingman Crossing Blvd TI, PGS = Prospector Grade Separation, RSFP TI = Rancho Santa Fe Parkway TI

Existing roadway segments with existing daily volumes below the maximum volume threshold for LOS C likely do not need additional through capacity, while roadway segments with existing daily volumes above the maximum volume threshold for LOS D will probably need additional through capacity. For roadway segments with existing daily volumes between the maximum volume thresholds for LOS C and LOS D, more detailed analysis should be conducted to evaluate intersection geometry, signal timing, and number and spacing of driveways to determine if additional through capacity is needed.

For proposed roadway segments, the number of lanes required was increased to meet LOS C (based on Collector/Arterial with left-turn lanes criteria) and are shown in **Table 3.3**.

3.4 TRAVEL TIME ANALYSIS

A travel time analysis was performed to compare the travel time between the No-build option and the two build options. The travel time analysis was performed on three travel routes as shown in **Figures 3.4, 3.5 and 3.6**. The travel time was determined based on the assumed and existing posted speed limits, associated speed limit segment length, and estimated delays at signals and stop controlled intersections on each travel route. **Table 3.4** summarizes the travel time for both directions along each travel route for each alternative alignment. Detailed calculations are shown in the table in **Appendix B**.

Table 3.4 – Travel Time Segment Limits & Travel Time

Travel Time Scenario No.	Origin	Destination	Alternative Alignment	Total Length (miles)	Total Travel Time (min)	Total Travel Time (min) (Reverse Direction)
1	Prospector St. & Louise Ave. Intersection	Prospector St. & Airway Ave. Intersection	No-Build (Louise-Eastern-Airway)	5.5	11.0	11.5
			Alt 1 - Kingman Crossing Alignment	2.7	5.4	5.4
			Alt 2 - Prospector Street Alignment	1.7	3.3	3.3
2	Eastern St & Louise Ave. Intersection	Prospector St. & Airway Ave. Intersection	No-Build (Louise-Eastern-Airway)	3.5	7.0	7.5
			Alt 1 - Kingman Crossing Alignment	4.8	9.5	9.3
			Alt 2 - Prospector Street Alignment	3.7	7.4	7.3
3	Eastern St. and Airfield Ave. Intersection	Prospector St. & Airway Ave. Intersection	No-Build (Louise-Eastern-Airway)	2.7	5.7	6.2
			Alt 1 - Kingman Crossing Alignment	5.5	11.0	10.9
			Alt 2 - Prospector Street Alignment	4.5	9.0	8.9

3.5 CONCLUSIONS

- For each of the build scenarios (KATS Full Build and 2030 Existing Network), the traffic volumes on Eastern Street crossing under I-40 (between Airfield Ave and Airway Avenue) are significantly reduced, eliminating the need for future widening of Eastern Street. Providing a grade separation at Prospector Street with either or both adjacent traffic interchanges would have the greatest reduction of traffic on Eastern Street. The large reduction of traffic on Eastern Street would significantly improve the traffic operations and reduce congestion at the Airway Avenue and Diamond Street/Yavapai Street couplet traffic signal.
- The KATS Full Build (KCTI + RSPF TI) and (KCTI + PGS) scenarios would reduce the congestion at the Andy Devine/SR 66 TI, and reduce traffic on Airway Avenue. The KATS Full Build (PGS + RSFP TI) scenario would reduce the congestion slightly at the Andy Devine/SR 66 TI, but not as much as the KATS Full Build (KCTI + RSPF TI) and (KCTI + PGS) scenarios would.
- Providing just a grade separation at Prospector would increase the congestion at the Andy Devine/SR 66 TI and increase traffic on Airway Avenue. This is likely due to Airway Avenue being the center crossing of the BNSF railroad tracks and this scenario would provide the most direct route to I-40 and the west Kingman area from the area south of I-40 and east of the BNSF railroad tracks.
- Based on the model results with one or two future TI’s at Kingman Crossing or at RSFP (Scenarios 4, 6, 7 & 11), the lane requirements for Prospector Street would require two-lanes for a grade separation over/under I-40. For Scenarios 4, 6 and 11, two-lanes would be adequate well past 2045 (30 year forecast horizon) based on the KATS 2.39% annual growth rate. For Scenario 7, two-lanes would be adequate until approximately 2042, well past the typical 20 year forecast horizon.
- If it is anticipated that TI’s would not be constructed at both KCB and RSFP, it is recommended that the Prospector Street grade separation be constructed as a four-lane arterial.

- For the option of providing an interim Prospector Street with the grade separation located at the future KCTI location, two-lanes would be required for the interim roadway.
- Travel time between the areas north and south of I-40 would be significantly reduced from the No-build option.

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Figure 3.4 – Travel Time Scenario #1 Routes



Figure 3.5 – Travel Time Scenario #2 Routes

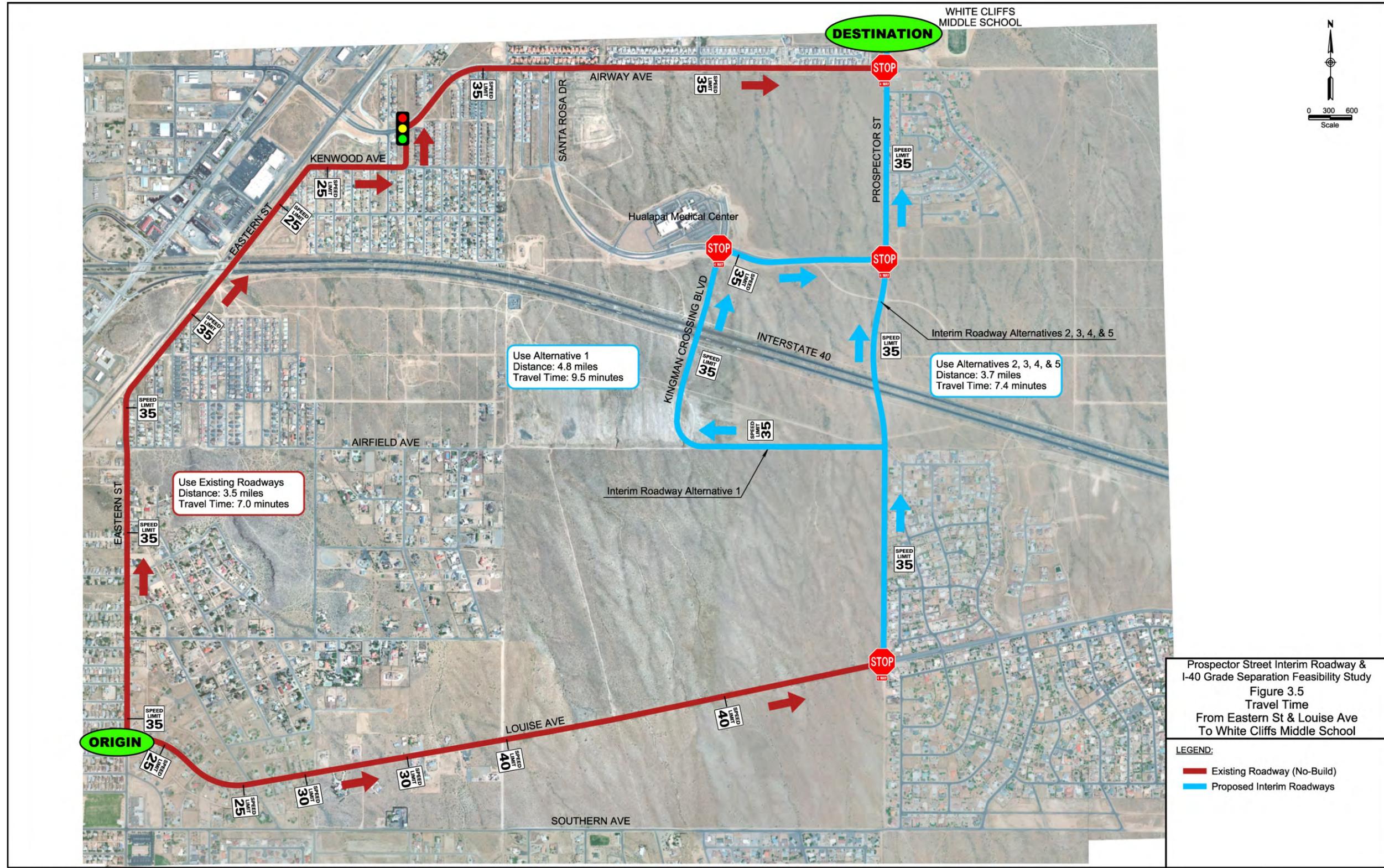
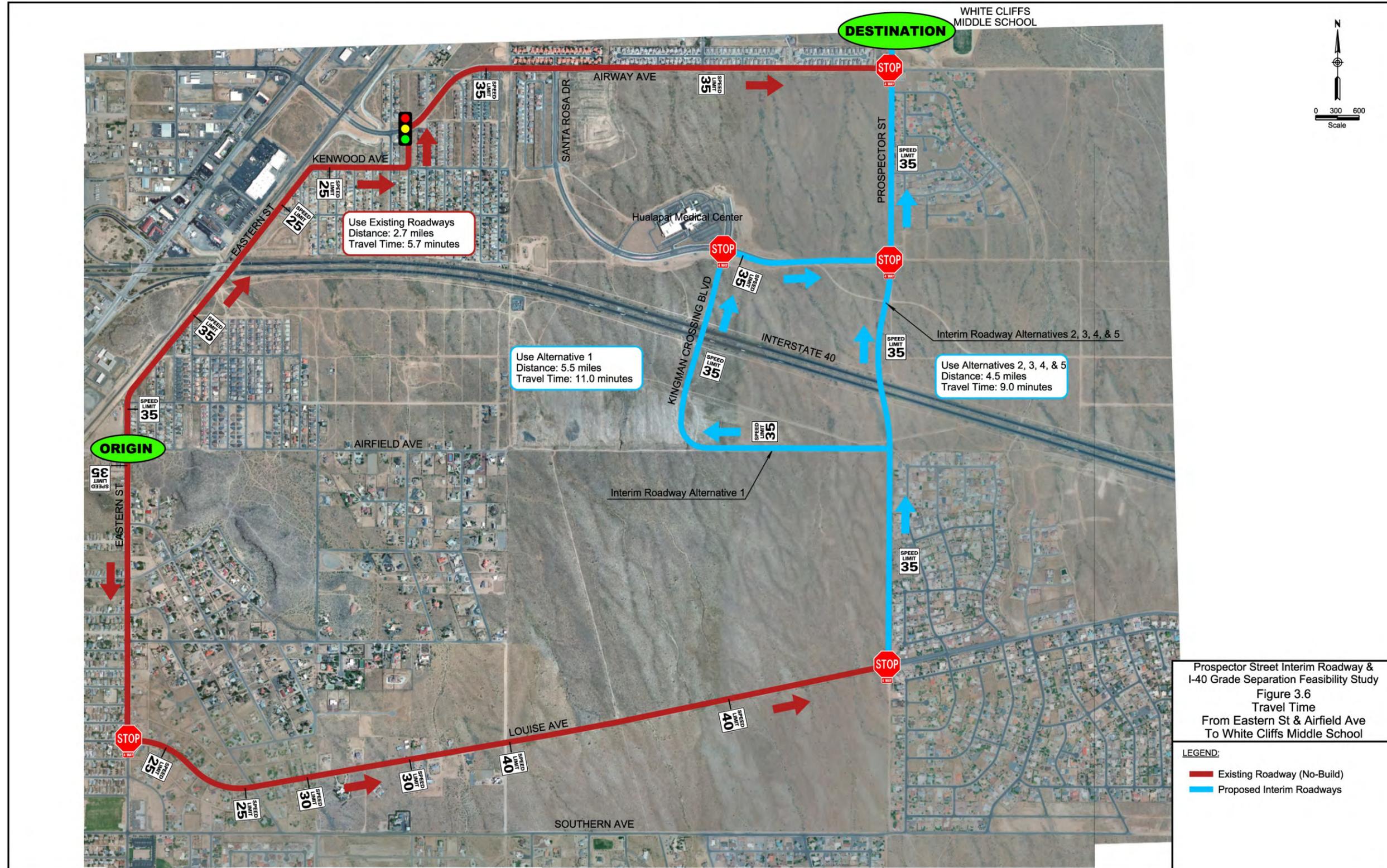


Fig 3-5 Travel Time Eastern-Louise.dgn 3/1/2016 2:42:05 PM

Figure 3.6 – Travel Time Scenario #3 Routes



4.0 ALTERNATIVE DEVELOPMENT

This section describes development of the alternatives and the major design features used to develop the alternatives.

4.1 DESIGN CRITERIA

The alternative alignments will be designed to meet current ADOT, AASHTO and COK design criteria. The following design controls will be used for development of the alignment and layout of the recommended alternative.

Table 4.1 – Design Controls

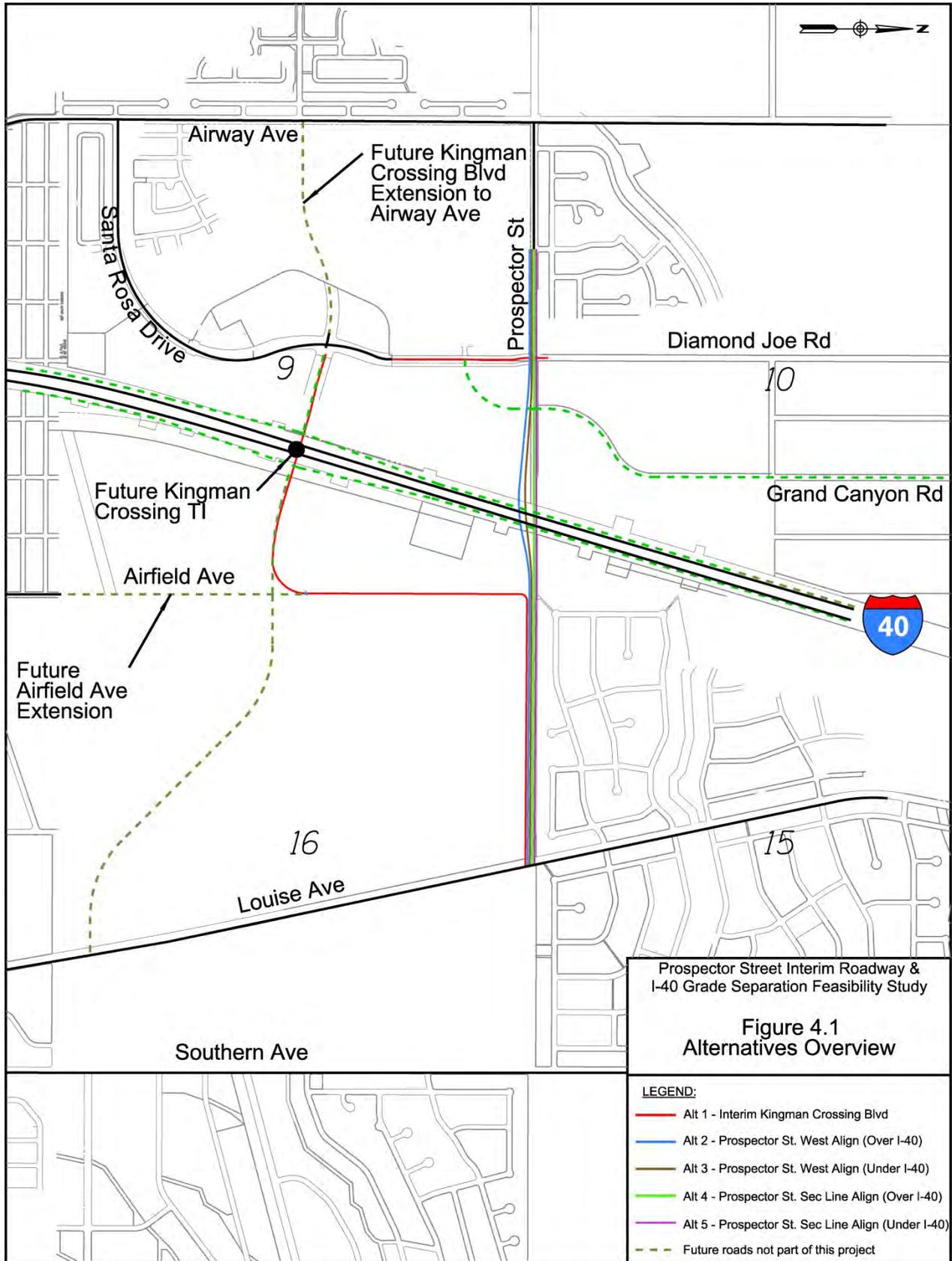
Description	Kingman Crossing Boulevard (Southern to Airway Ave - Ultimate)	Prospector Street
Design Year:	2030	2030
Street Classification	Four-Lane Arterial	Two-lane Collector
Design Vehicle:	WB-67	SU-40
Design Speed:	45 mph	35 mph
Superelevation:	0.04 ft/ft max	0.04 ft/ft max
Maximum Horizontal Curve:	D=8°03'25" (R=711 ft)	D=15°26'27" (R=371 ft)
Maximum Gradient:	6.5% (within access control limits – ADOT) 12.0% (COK)	12%
Travel Lane Width:	12 ft inside, 11 ft outside	12 ft
Median Width:	16 ft Raised Median (KATS)	12 ft Two-way Left Turn (KATS)
Outside Shoulder Width:	6.5 ft Bike Lane (KATS)	6.5 ft Bike Lane (KATS)
Normal Cross-Slope:	0.02 ft/ft	0.02 ft/ft
Vertical Clearance:	16.5 ft 16 ft to false work over traffic	16.5 ft 16 ft to false work over traffic
Slope Standards:	3H:1V (within access control limits – ADOT) 3H:1V (COK)	3H:1V
Minimum Vertical Curve Length:	3 x design speed = 135 ft	3 x design speed = 105 ft
Minimum Right-of-way Width	100 ft (KATS)	70 ft (KATS)

4.2 ALIGNMENT ALTERNATIVES

Five alignment alternatives were developed for evaluation. All five alternatives include an interim roadway along the Prospector Street Alignment between Louise Avenue and Airfield Avenue. All alternatives also include and interim roadway along the Diamond Joe Road alignment between Santa Rosa Drive and Prospector Street; and on Prospector Street, north of Diamond Joe Road, tying into the improved section of Prospector Street. **Figure 4.2** shows the overview of all the build Alternatives.

The following sections describe the interim roadway and I-40 grade separation alternatives that have been considered.

Figure 4.1 – Alternatives Overview



Prospector Street Interim Roadway & I-40 Grade Separation Feasibility Study
Figure 4.1
Alternatives Overview

- LEGEND:**
- Alt 1 - Interim Kingman Crossing Blvd
 - Alt 2 - Prospector St. West Align (Over I-40)
 - Alt 3 - Prospector St. West Align (Under I-40)
 - Alt 4 - Prospector St. Sec Line Align (Over I-40)
 - Alt 5 - Prospector St. Sec Line Align (Under I-40)
 - Future roads not part of this project

4.2.1 No-Build Alternative

The no-build alternative would not construct an interim roadway grade separation over I-40 to provide better access between the areas north and south of I-40. The existing street network would be unchanged.

4.2.2 Alternative 1 – Interim Kingman Crossing Boulevard

This alternative would have the interim roadway alignment curve west onto the Airfield Avenue alignment from the Prospector Street alignment. The alignment would then curve to the north and join the proposed Kingman Crossing Boulevard alignment and tie into the existing intersection at Santa Rosa Drive. A portion of the proposed Kingman Crossing Boulevard would serve as the interim roadway. The profile of the interim roadway would match the profile of the proposed Kingman Crossing Boulevard roadway, passing under I-40. The two bridges proposed for Kingman Crossing Boulevard would be constructed to allow the interim roadway to pass under I-40. **Figure 4.2** shows Alternative 1 alignment

4.2.3 Alternative 2 – Prospector Street West Alignment (Over I-40)

This alternative would shift the interim roadway approximately 175 feet west of the Prospector Street Alignment, between Airfield Avenue and Diamond Joe Road. The shift in the alignment would eliminate conflicts with an existing drainage culvert crossing under I-40 and accommodate a proposed open channel on the downstream end of the culvert. The profile of the interim roadway would elevate over I-40 with a new two-span bridge.

4.2.4 Alternative 3 – Prospector Street West Alignment (Under I-40)

This alternative is similar to Alternative 2, but the profile of the interim roadway would depress under I-40. Two new bridges would be constructed to allow the interim roadway to pass under I-40.

4.2.5 Alternative 4 – Prospector Street Section Line Alignment (Over I-40)

This alternative is similar to Alternative 2, but the alignment would be on section line between Airfield Avenue and Diamond Joe Road. The profile of the interim roadway would elevate over I-40 with a new two-span bridge.

4.2.6 Alternative 5 – Prospector Section Line Alignment (Under I-40)

This alternative is similar to Alternative 3, but the alignment would be on section line between Airfield Avenue and Diamond Joe Road. The profile of the interim roadway would depress under I-40 and two new bridges would be constructed on I-40.

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**Figure 4.2 – Alternative 1
Kingman Crossing Alignment (Under I-40)**

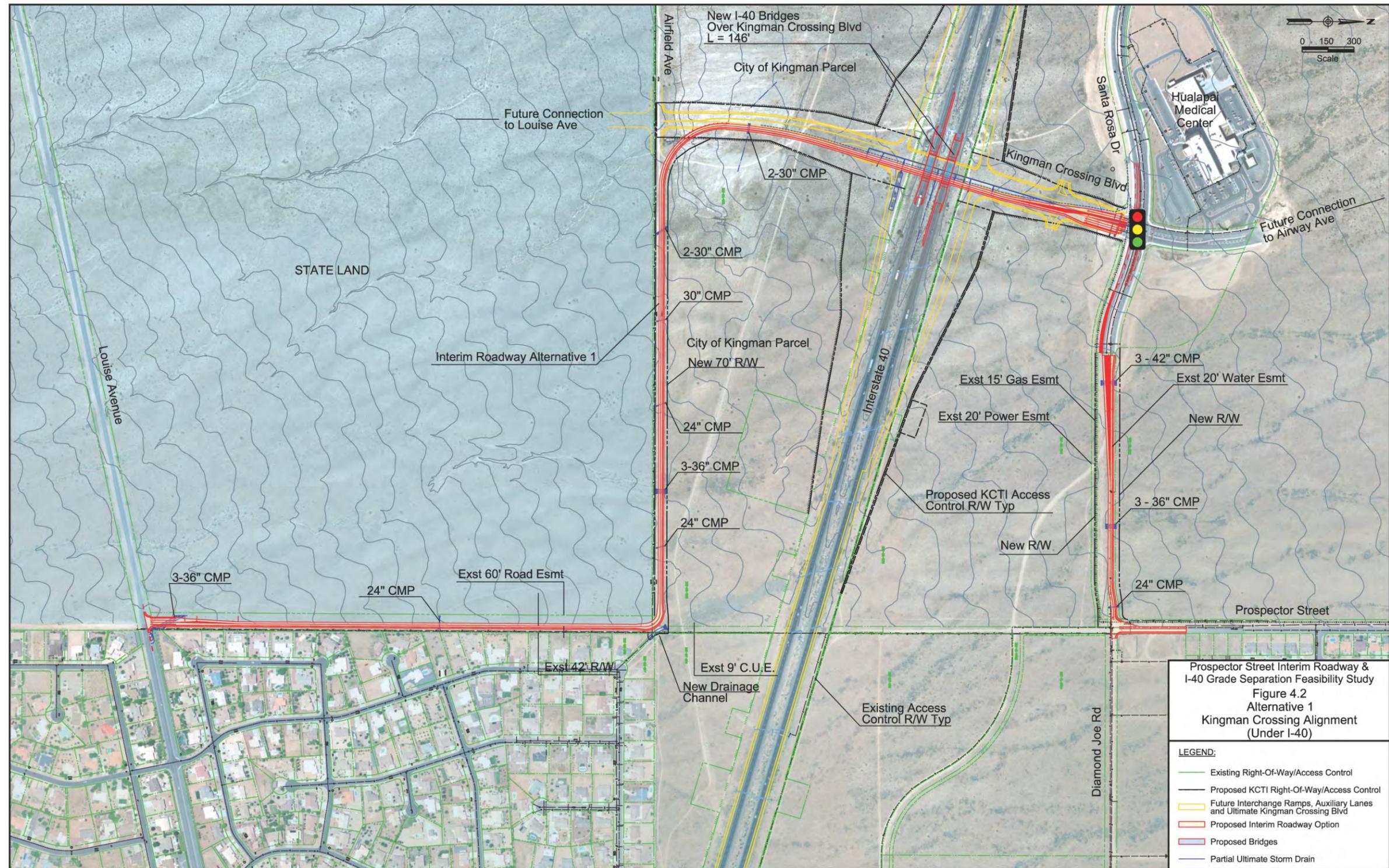
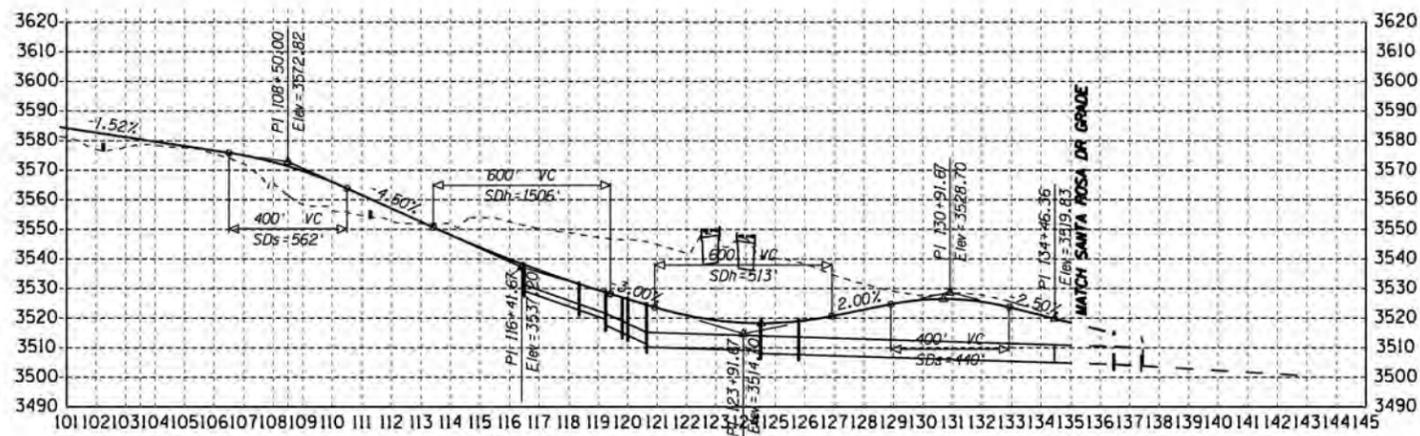
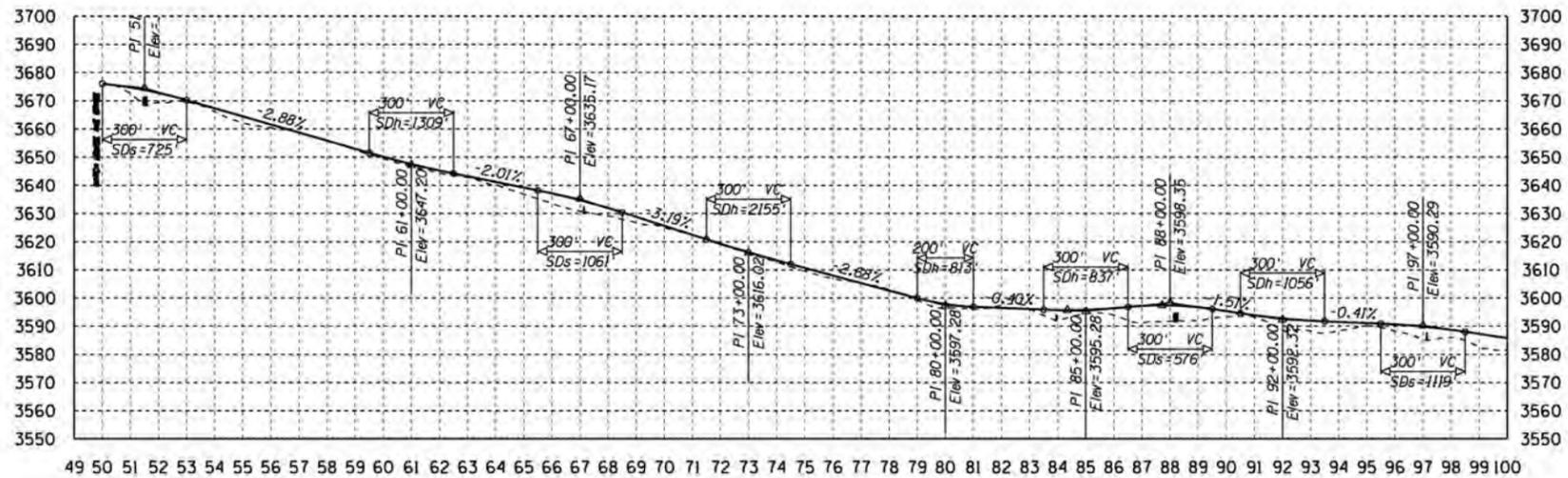


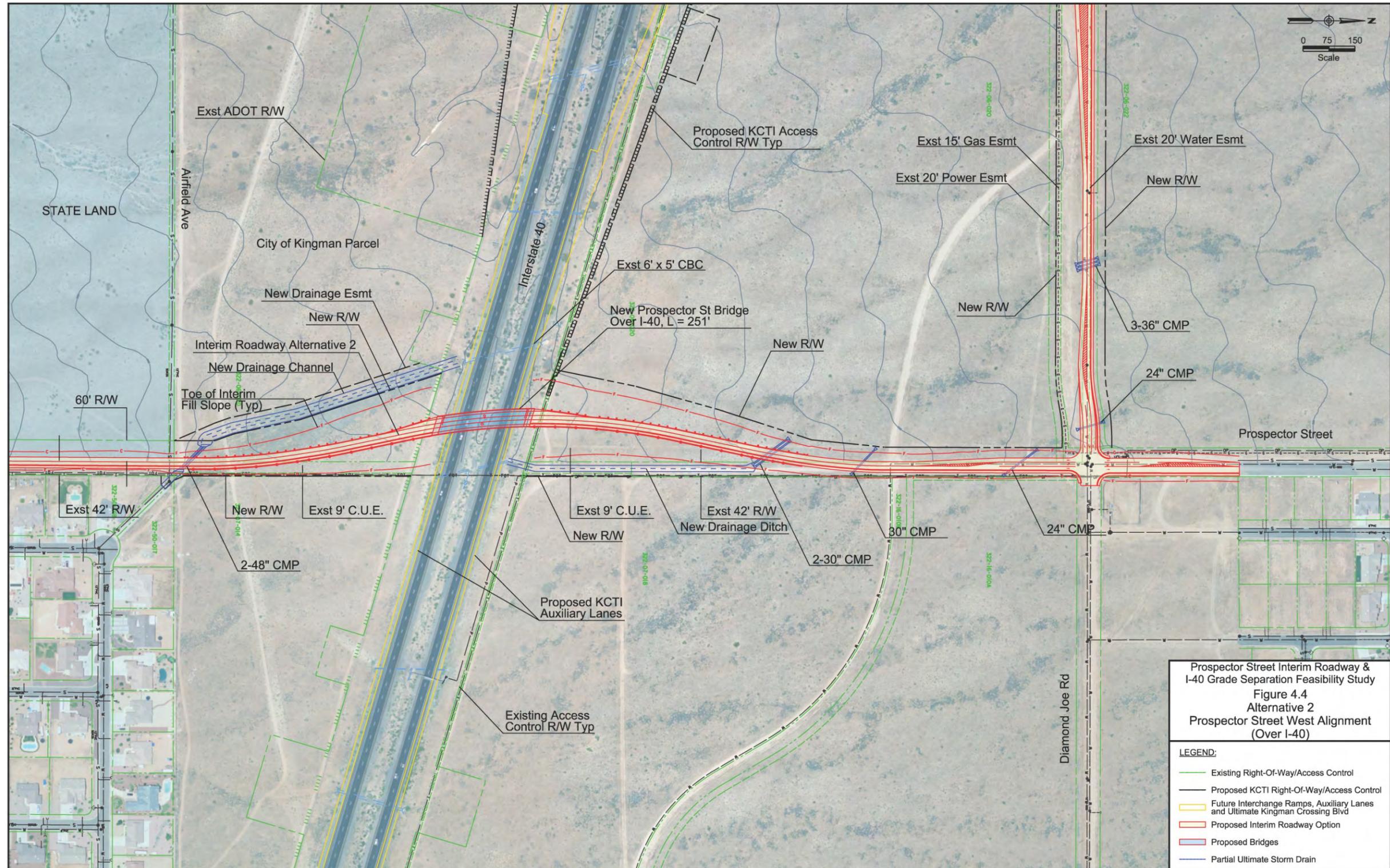
Figure 4.3 – Alternative 1 – Profile
Kingman Crossing Alignment

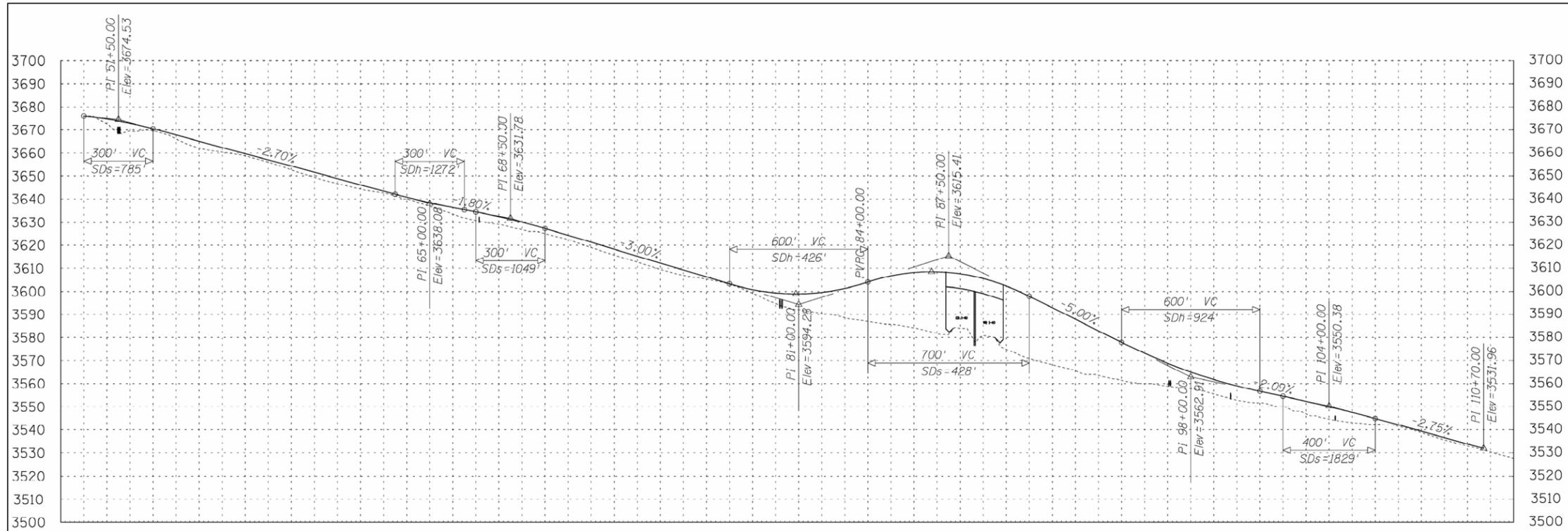


Alternative 1 – Kingman Crossing Grade Separation

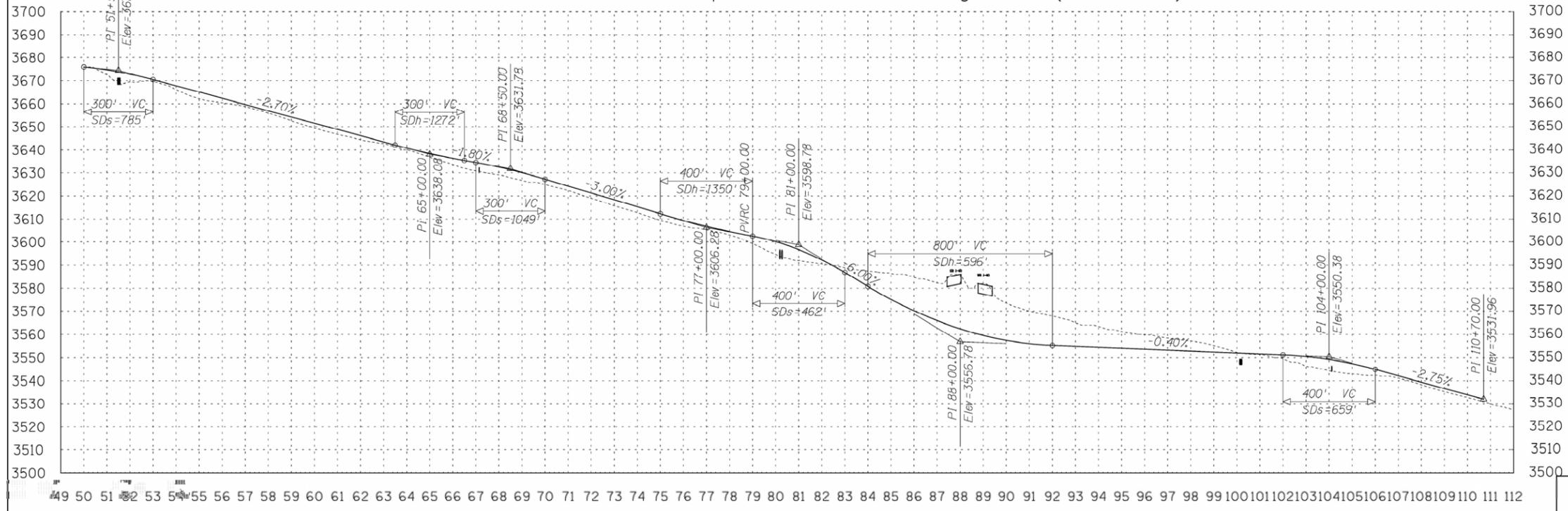
Prospector Street Interim Roadway &
I-40 Grade Separation Feasibility Study
Figure 4.3
Alternative 1 - Profile
Kingman Crossing Alignment

**Figure 4.4 – Alternative 2
Prospector Street West Alignment (Over I-40)**





Alternative 2 – Propsector Street West Alignment (Over I-40)



Alternative 3 – Propsector Street West Alignment (Under I-40)

Propsector Street Interim Roadway & I-40 Grade Separation Feasibility Study
 Figure 4.5
 Alternative 2 & 3 - Profiles
 Propsector Street West Alignments

Figure 4.6 – Alternative 3
Prospector Street West Alignment (Under I-40)

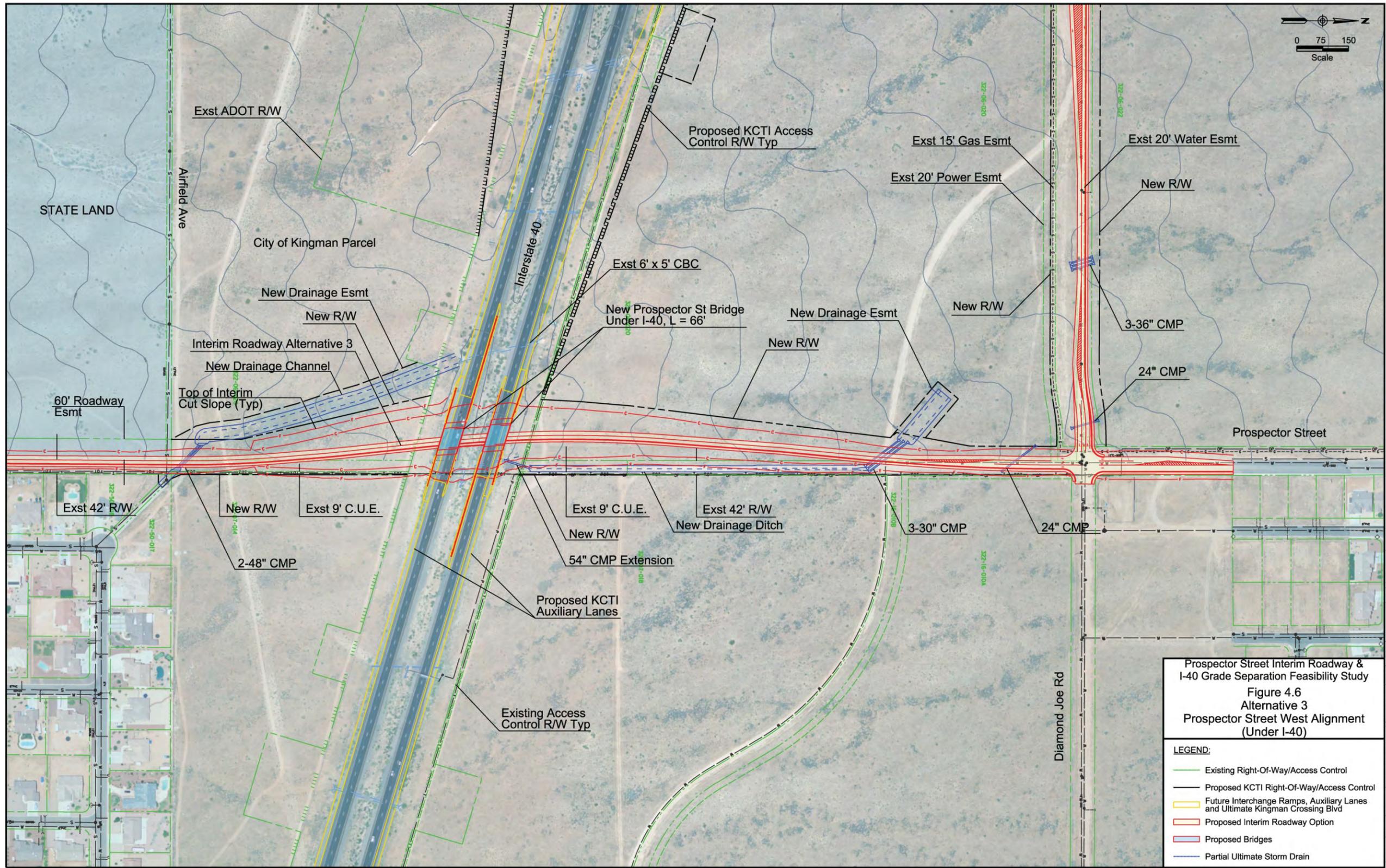
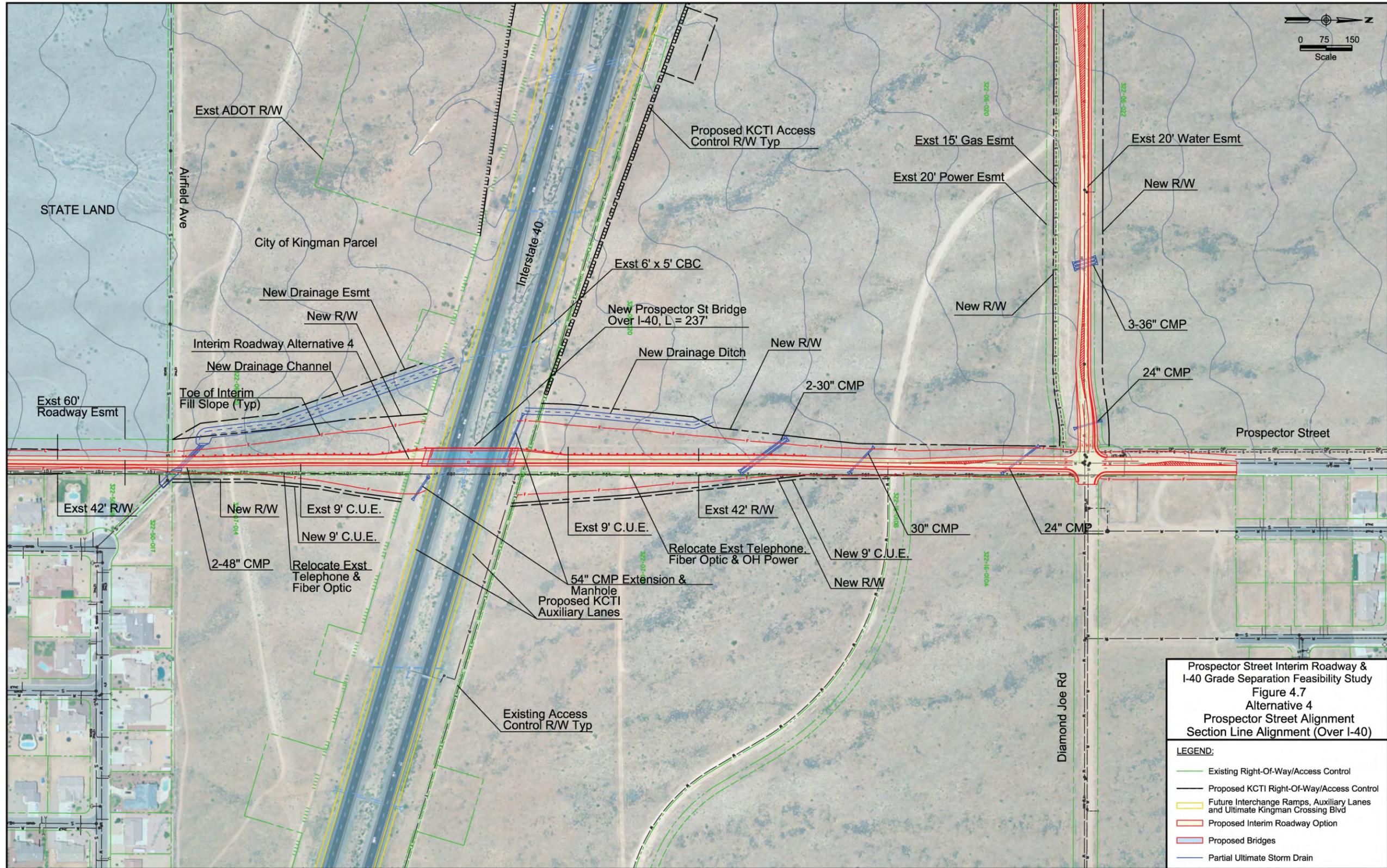
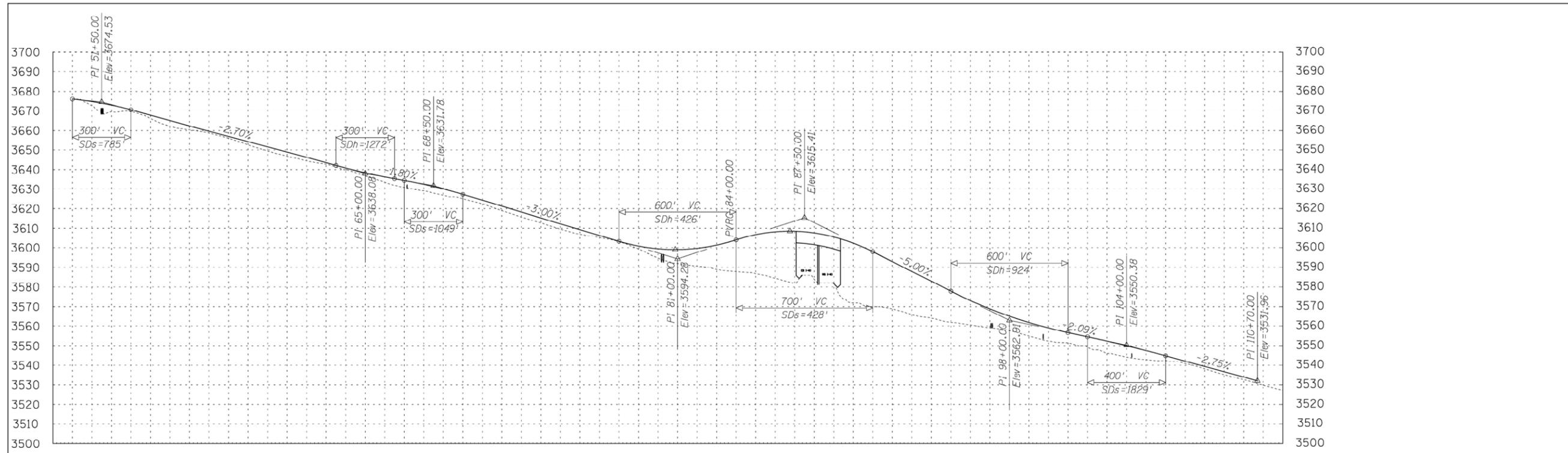
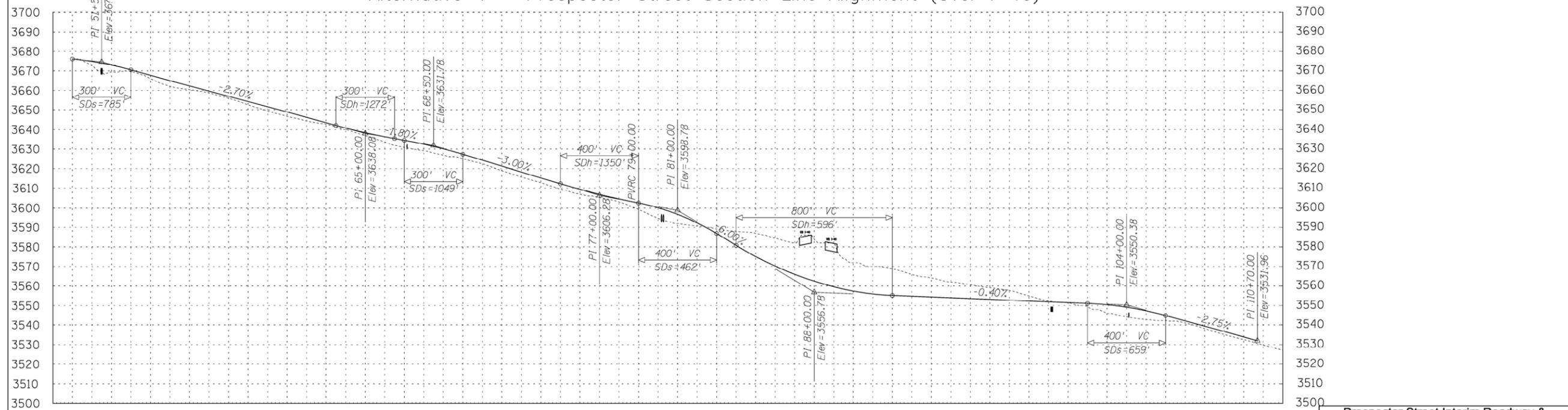


Figure 4.7 – Alternative 4
 Propesor Street Alignment – Section Line Alignment (Over I-40)





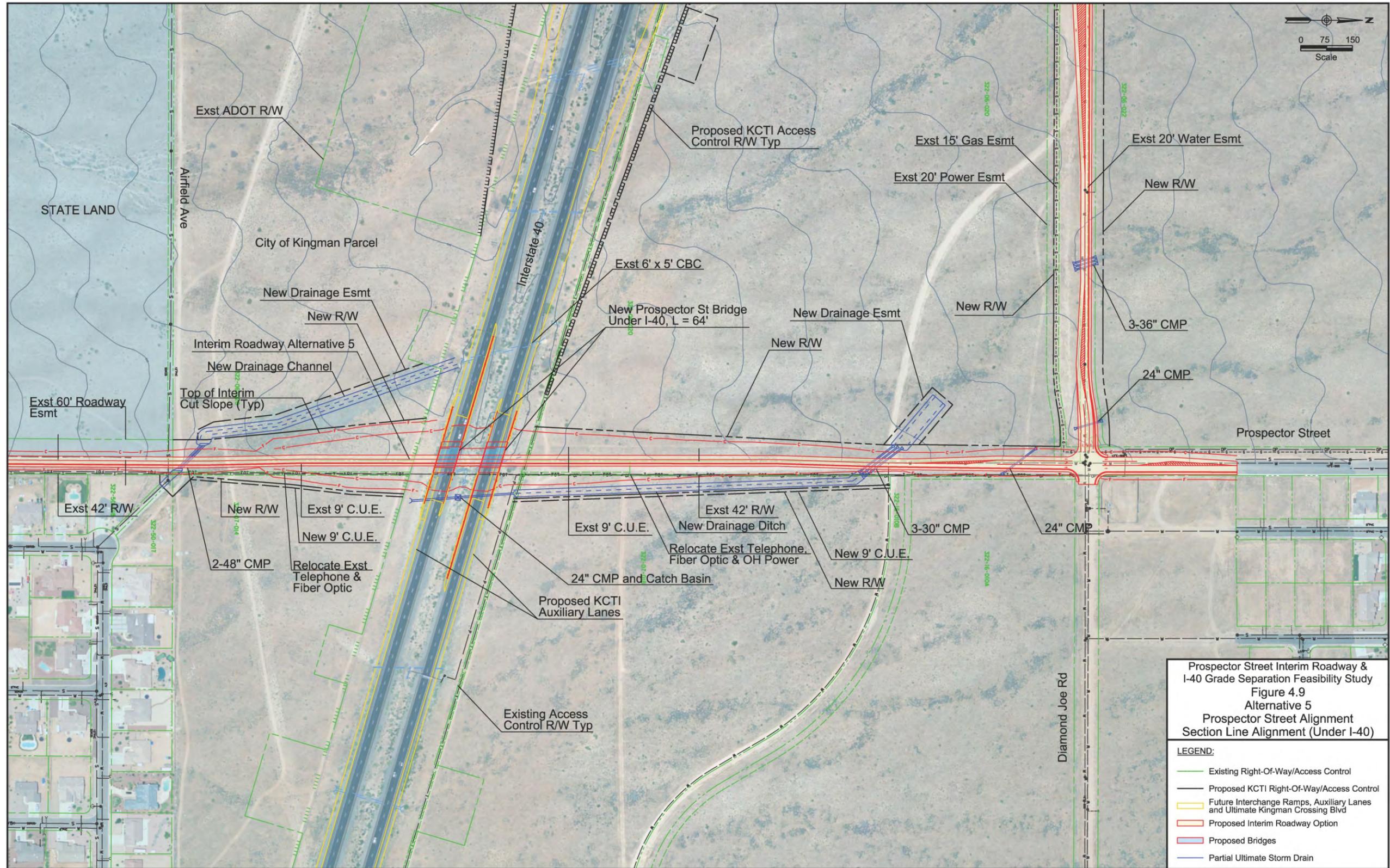
Alternative 4 – Prospector Street Section Line Alignment (Over I-40)



Alternative 5 – Prospector Street Section Line Alignment (Under I-40)

Prospector Street Interim Roadway & I-40 Grade Separation Feasibility Study
 Figure 4.8
 Alternative 4 & 5 - Profiles
 Prospector St Section Line Alignments

Figure 4.9 – Alternative 5
 Prospector Street Alignment
 Section Line Alignment (Under I-40)



Prospector Street Interim Roadway & I-40 Grade Separation Feasibility Study
 Figure 4.9
 Alternative 5
 Prospector Street Alignment
 Section Line Alignment (Under I-40)

LEGEND:

- Existing Right-Of-Way/Access Control
- Proposed KCTI Right-Of-Way/Access Control
- Future Interchange Ramps, Auxiliary Lanes and Ultimate Kingman Crossing Blvd
- Proposed Interim Roadway Option
- Proposed Bridges
- Partial Ultimate Storm Drain

4.3 ALTERNATIVE TYPICAL SECTIONS

The KATS report contained recommended roadway cross sections for different types of local roadway classifications. Based on the results of the traffic analysis, only two lanes are required for Prospector Street for the interim and ultimate condition with the assumption that the KCTI will be constructed in the future. The ultimate Prospector Street would be classified as a 2-Lane Collector with Curb. **Figure 4.910** shows the KATS 2-Lane Collector with Curb roadway section. For the Prospector alignment alternatives, the center two-way left-turn lane would be eliminated between Airfield Avenue and Grand Canyon Road, in the raised or depressed sections of the roadway crossing I-40. The interim build alternatives would only build one half of the 2-Lane Collector with Curb roadway section that would be striped only to provide two lanes without any bike lanes or the two-way left-turn lane. **Figure 4.101** shows the interim roadway sections for the build alternatives.

4.4 DRAINAGE

4.4.1 Preliminary Drainage Requirements

Preliminary drainage requirements for each alternative were developed to determine preliminary roadway culvert sizes and drainage channels to estimate drainage related construction costs.

4.4.2 Drainage Design Criteria

The drainage design criteria will comply with the COK criteria for the design of Kingman Crossing Boulevard. In those instances where the COK has no applicable drainage criteria, the ADOT drainage criteria will be followed. The design of all facilities along I-40 and within ADOT right-of-way will follow the ADOT drainage criteria explicitly. No conflicts with COK criteria are anticipated in that case.

City of Kingman Design Criteria

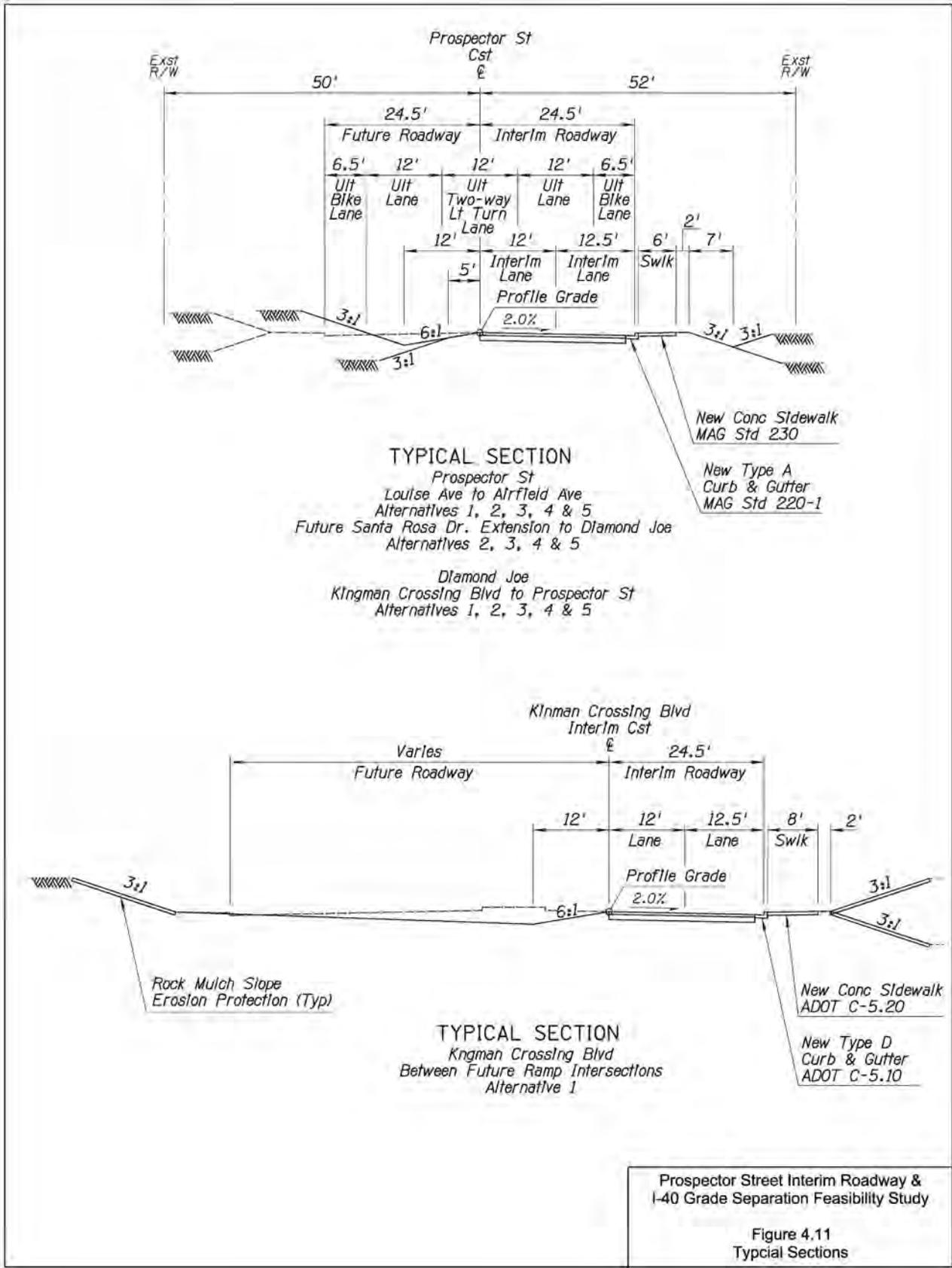
The following criteria are taken from the “Design and Administrative Manual — Kingman Area Drainage Master Drainage Plan” (June 1988):

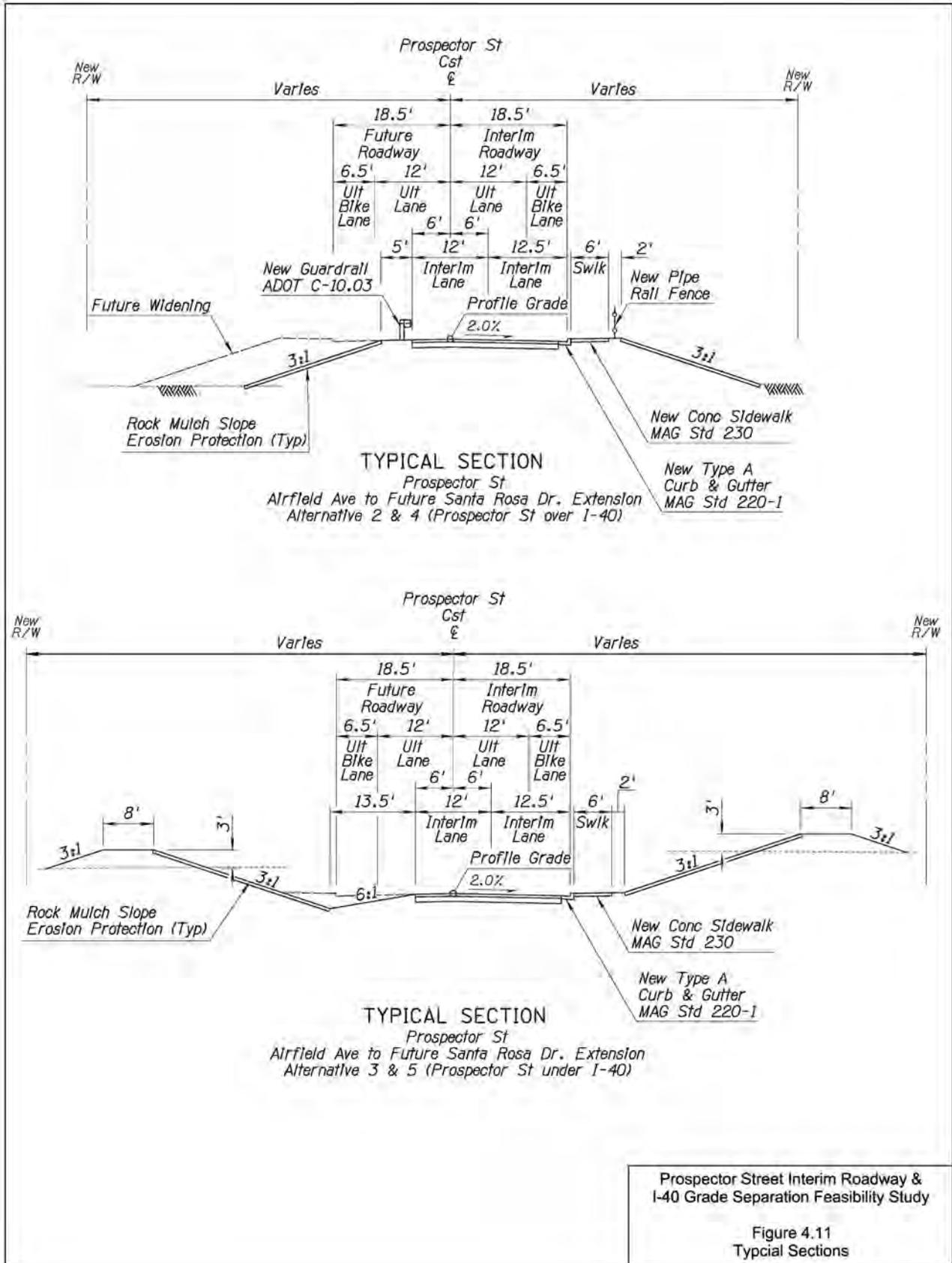
- Drainage systems — 10-year storm runoff (and minimize damage from the 100-year storm event).
- Onsite runoff storage — Storage facilities shall be sized to limit the downstream flows for up to the 100 year storm, to the greater of historic levels or the capacity of the downstream conveyance system. (The 100-year storm will be used for design.)
- Roadway crossings shall be designed to convey the 100-year flow through a culvert and/or overtopping the roadway to the area downstream of the crossing to which flow would have gone prior to the crossing construction. (The flow path of the 100-year runoff shall not be changed).
- Maximum overtopping depth — 1.0 foot for the 100-year flow.
- No roadway overtopping for 10-year storm runoff (unless designated by COK). The ADOT criteria of the 50-year storm for culvert barrel design will govern.

Figure 4.10 – KATS 2-Lane Collector



2-Lane Collector With Curb





Prospector Street Interim Roadway & I-40 Grade Separation Feasibility Study

Figure 4.11
 Typical Sections

- Onsite runoff shall be contained between roadway curbs for 10-year storm, while maintaining one non-flooded lane in each direction (for streets with four lanes or more).
- Maximum depth of flow / ponding shall be 0.5 feet over the crown (non-curbed sections).
- The 100-year flow shall be contained within the street right-of-way.

The flows from some existing culverts or streambeds would have to be diverted for short distances and then would be discharged at a location that would not constitute a change in the 100-year flow. To ensure that there are no 100-year flow diversions, all of the new drainage structures would be designed for the 100-year flows.

4.4.3 Preliminary Drainage Design

The KCTI Design Concept Report (DCR) study included a Preliminary Drainage Report that documented the existing drainage conditions for the proposed KCTI. This report summarized the existing hydrologic analyses, adequacy of existing I-40 drainage structures, recommended drainage structures, a proposed detention basin, and other drainage related information required to support the design concept of the proposed KCTI. The hydrologic offsite watershed sub-basin boundaries were modified based on the proposed alternative alignments to determine preliminary cross culvert sizing.

Preliminary offsite and onsite drainage systems have been developed for each alternative and are shown on **Figures 4.2 through 4.9**. The watershed delineation maps and the Preliminary off-site storm runoff flows are shown in **Appendix C**.

Roadway culvert crossings for all of the alternatives were developed to convey the 100-year flow through a culvert with no overtopping the roadway. The roadway profiles at these locations could not be dipped to provide a 10-year culvert crossing and maintain the flow path of the 100-year runoff within the current drainage way.

4.4.3.1 Common Drainage Design between Alternatives

Drainage design elements that are common for all alternatives occur on the Prospector Street alignment between Louise Avenue and Airfield, and along the Santa Rosa extension from 700 feet east of the proposed Kingman Crossing Boulevard to Prospector Street. The common drainage elements are shown on **Figure 4.2**. Cross culverts ranging in size from 24-inch to 42-inch will be required at five locations to convey the 100-year.

4.4.3.2 Alternative 1 – Interim Kingman Crossing Boulevard

Cross culverts ranging in size from 24-inch to 36-inch would be required at five locations along the Airfield alignment portion between Prospector and Kingman Crossing Boulevard to convey the 100-year flow. For the section of the roadway depressed under I-40, a portion of the ultimate KCTI storm drain system would be constructed to provide positive drainage of the depressed area. The proposed KCTI storm drain trunk line along Kingman Crossing Boulevard would be constructed along with laterals to new catch basins along the interim roadway. The proposed KCTI storm drain trunk line would be 24-inches at the south end and increase in size up 60-inch diameter where it would connect into the existing 72-inch storm drain pipe that was constructed

as part of the Hualapai Medical Center project. **Figure 4.2** shows the proposed drainage elements for this alternative.

The outfall channel from the Rancho Santa Fe subdivision at the corner of Prospector Street and Airfield Avenue would to be extended to protect the new roadway embankment.

4.4.3.3 Alternative 2 – Prospector Street West Alignment (Over I-40)

No culverts are required under the elevated roadway embankment between Airfield Avenue and I-40. The outfall channel from the Rancho Santa Fe subdivision at the corner of Prospector Street and Airfield Avenue would to be extended to I-40 to protect the new roadway embankment.

North of I-40 to Diamond Joe Road, three culverts would be required under the elevated roadway embankment ranging in size from 24-inches to 30-inches. A new drainage ditch would be required along the east side of the roadway embankment to convey flows from the existing 54-inch culvert under I-40 to a new culvert under the Prospector Street embankment. **Figure 4.4** shows the proposed drainage elements for this alternative.

4.4.3.4 Alternative 3 – Prospector Street West Alignment (Under I-40)

This alternative depresses Prospector Street under I-40. The roadway profile has been developed to provide a positive drain to the north so that a pump station is not required to drain the depressed area. The roadway profile daylights approximately 500 feet south of Diamond Joe Road. At this point the roadway flows can be conveyed into an existing drainage way. At the same daylight point, a new culvert would be required to convey the offsite flows from the east back into the current drainage way. **Figure 4.6** shows the proposed drainage elements for this alternative.

The outfall channel from the Rancho Santa Fe subdivision at the corner of Prospector Street and Airfield Avenue would be extended to I-40 to protect depressed roadway section under I-40.

4.4.3.5 Alternative 4 – Prospector Street Section Line Alignment (Over I-40)

The culvert requirements are similar to Alternative 2 with one exception. The existing 54-inch culvert under I-40 would be extended to avoid conflict with the proposed bridge abutment footings. A new outfall ditch would run along the west side of roadway embankment to convey flows back into the current drainage way. **Figure 4.7** shows the proposed drainage elements for this alternative.

4.4.3.6 Alternative 5 – Prospector Street Section Line Alignment (Over I-40)

The drainage requirements are very similar to Alternative 3. **Figure 4.9** shows the proposed drainage elements for this alternative.

4.5 PRELIMINARY BRIDGE REQUIREMENTS

Preliminary bridge types have been developed to determine estimate bridge costs for each alternative and are summarized in **Table 4.2**.

Table 4.2 – Preliminary Bridge Requirements

Alternative	Bridge Type	Number of Decks	Length (FT)	Width (EA)	Deck Area (SF) (EA)	Deck Area (SF) (Total)	Total Bridge Cost	SF Costs
1	Single Span AASHTO Girder	2	146	45.17	6595	13190	\$1,570,000	\$119
2	Two Span AASHTO Girder	1	251	52.33	13135	13135	\$1,410,000	\$107
3	Single Span AASHTO Girder	2	66	57.17	3773	7546	\$1,420,000	\$188
4	Two Span AASHTO Girder	1	237	52.33	12402	12402	\$1,380,000	\$111
5	Single Span AASHTO Girder	2	64	57.17	3659	7318	\$1,410,000	\$193

4.6 PRELIMINARY RIGHT-OF-WAY REQUIREMENTS

Preliminary new R/W requirements have been developed for each alternative and are summarized in **Table 4.3** and shown in **Figures 4.2, 4.4, 4.6, 4.7, and 4.9**.

Table 4.3 – Preliminary Right-of-Way Requirements

Parcel Number	Owner	Alternative 1		Alternative 2		Alternative 3		Alternative 4		Alternative 5	
		New R/W	New Esmt	New R/W	New Esmt	New R/W	New Esmt	New R/W	New Esmt	New R/W	New Esmt
322-06-010	City of Kingman	13.4		2.2	0.8	1.7	1.2	1.6	1.2	1.4	1.4
322-07-014	Fuller, Jimmy & Barbara Trustees Etal	0.1		0.7		0.7		1.1	0.1	1.8	0.1
322-06-020	Kingman Crossing LLC	9.3		8.3		7.9	0.3	7.4		6.6	0.3
322-07-018	Kingman Crossing LLC	0.0		0.3		0.3		1.1	0.2	1.5	0.2
3225-06-022	Pioneer Title	0.8		0.8		0.8		0.8		0.8	
	Total Area	23.6	0.0	12.3	0.8	11.4	1.5	12.0	1.5	12.1	2.0
Total R/W Costs @ \$25,000/Acre (cost not applied to COK property)		\$255,000		\$252,500		\$242,500		\$260,000		\$267,500	

4.7 COST ESTIMATES

Preliminary cost estimates were prepared for each alternative and are summarized in **Table 4.4**. Detailed cost estimates are contained in **Appendix D**.

Table 4.4 – Summary of Project Costs

Alternative	Total Construction Costs	Design Costs	Right-of-way Costs	Utility Relocation Costs	Total Project Costs
1	\$8,480,000	\$590,000	\$255,000	\$5,000	\$9,330,000
2	\$6,480,000	\$450,000	\$253,000	\$5,000	\$7,188,000
3	\$5,950,000	\$420,000	\$243,000	\$5,000	\$6,618,000
4	\$6,300,000	\$440,000	\$260,000	\$70,000	\$7,070,000
5	\$5,970,000	\$420,000	\$268,000	\$70,000	\$6,728,000

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5.0 EVALUATION OF ALTERNATIVES

5.1 EVALUATION OF ALTERNATIVES

Evaluation of each of the interim roadway and I-40 grade separation alternatives is based on several evaluation factors. A summary of the alternatives evaluation is presented in **Table 5.1**.

5.2 RECOMMENDATIONS

Based on the evaluation matrix and in consultation with City of Kingman, **Alternative 1 – Interim Kingman Crossing Boulevard and Alternative 3 – Prospector Street West Alignment (under I-40) are recommended for further development.** Alternative 1 was carried forward because it would utilize the proposed KCTI crossing of I-40 which would minimize the overall construction costs and right-of-way impact to the area if both KCTI and the Prospector Street grade separation are constructed. Alternative 3 was carried forward because it provides the lowest construction and right-of-way costs.

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Table 5.1 – Alternative Evaluation Matrix

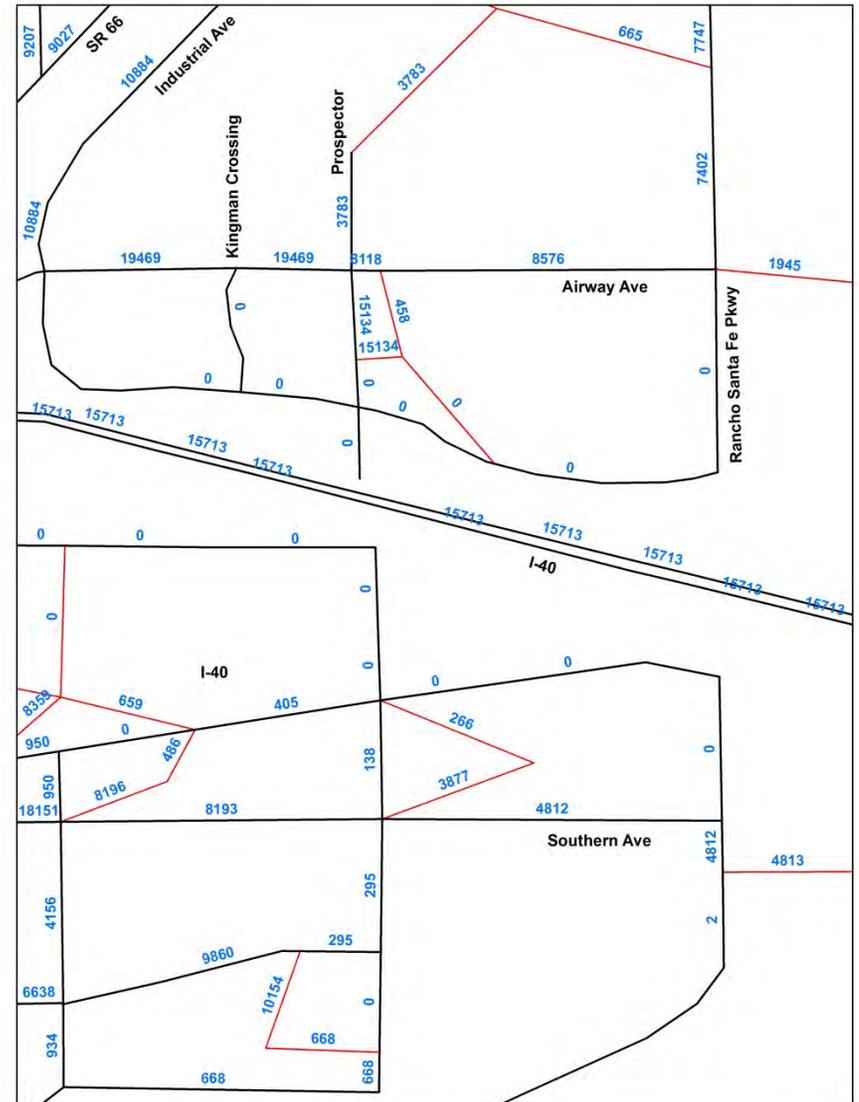
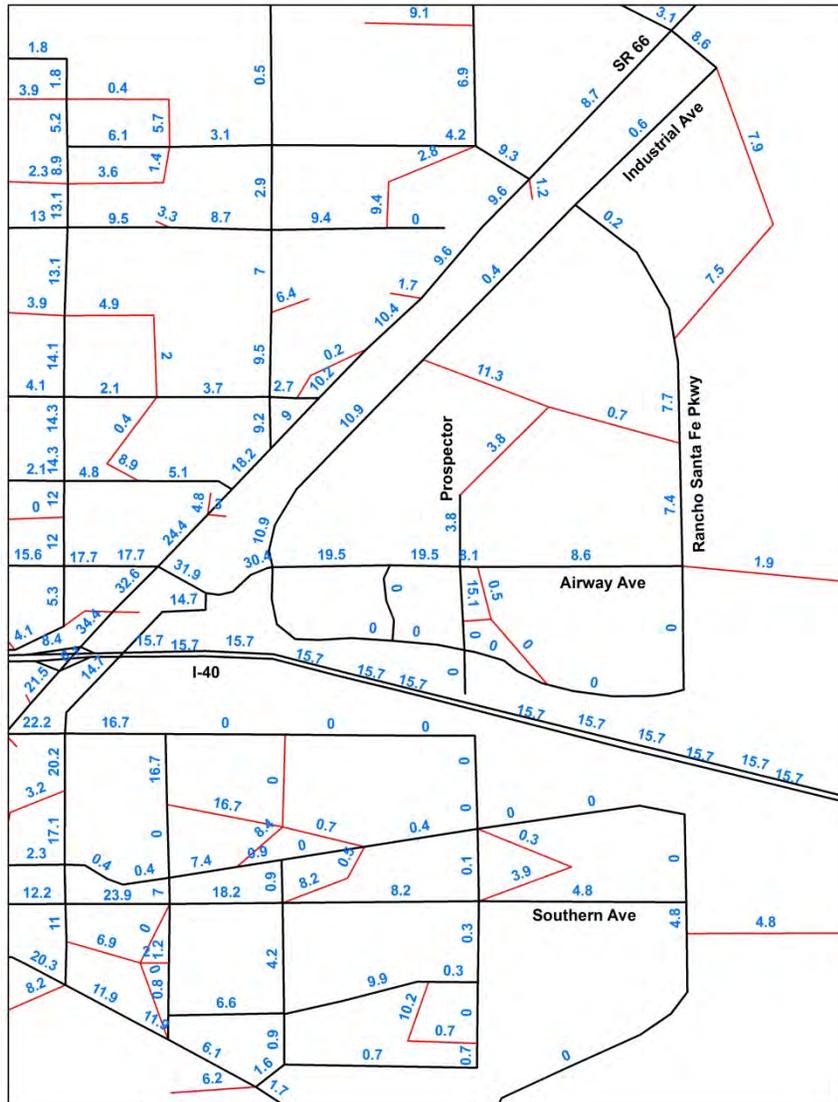
EVALUATION CRITERIA	ALTERNATIVE 1 KINGMAN CROSSING ALIGNMENT (UNDER I-40)	ALTERNATIVE 2 PROSPECTOR STREET WEST ALIGNMENT (OVER I-40)	ALTERNATIVE 3 PROSPECTOR STREET WEST ALIGNMENT (UNDER I-40)	ALTERNATIVE 4 PROSPECTOR STREET SECTION LINE ALIGNMENT (OVER I-40)	ALTERNATIVE 5 PROSPECTOR STREET SECTION LINE ALIGNMENT (UNDER I-40)
Construction, Engineering and R/W Costs (2015)	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$9,075,000 Right-of-Way Cost = \$255,000 Total Project Cost = \$9,330,000 	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$6,935,000 Right-of-Way Cost = \$253,000 Total Project Cost = \$7,188,000 	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$6,375,000 Right-of-Way Cost = \$243,000 Total Project Cost = \$6,618,000 	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$6,810,000 Right-of-Way Cost = \$260,000 Total Project Cost = \$7,070,000 	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$6,460,000 Right-of-Way Cost = \$268,000 Total Project Cost = \$6,728,000
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Advantage</i>
Roadway Geometry & Safety Horizontal Alignment Vertical Alignment	<ul style="list-style-type: none"> Two 90° horizontal curves, 1 meets 35 mph design criteria, the other meets 20 mph design criteria Vertical alignment meets 45 mph design criteria 	<ul style="list-style-type: none"> Three horizontal curves (R=1909') required to avoid utilities. All curves meet 45 mph design criteria. Vertical alignment meets 45 design criteria 	<ul style="list-style-type: none"> Three horizontal curves (R=3819', 3819', & 5729') required to avoid utilities. All curves meet 45 mph design criteria. Vertical alignment meets 45 design criteria 	<ul style="list-style-type: none"> No horizontal curves required. Meets 45 mph Design Speed Vertical alignment meets 45 design criteria 	<ul style="list-style-type: none"> No horizontal curves required. Meets 45 mph Design Speed Vertical alignment meets 45 design criteria
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>
Earthwork Total Excavation Volume Borrow/Waste Volume Borrow/Waste Haul	<ul style="list-style-type: none"> Requires 182,000 CY of excavation to construct the undercrossing of I-40. Requires hauling off 151,000 CY of waste material. Potential waste sites include the old ADOT borrow pits on adjacent City of Kingman land Earthwork cost = \$910,000 	<ul style="list-style-type: none"> Requires 98,000 CY of borrow material to construct the roadway embankment from Louise Ave to Santa Rosa. Will require long hauls from borrow pits that are as far as 20 miles away depending on the quantity and suitability of borrow material available. Earthwork cost = \$712,000 	<ul style="list-style-type: none"> Requires 74,000 CY of excavation to construct the undercrossing of I-40. Requires hauling off 60,000 CY of waste material. Potential waste sites include the old ADOT borrow pits on adjacent City of Kingman land. Earthwork cost = \$391,000 	<ul style="list-style-type: none"> Requires 84,000 CY of borrow material to construct the roadway embankment from Louise Ave to Santa Rosa. Will require long hauls from borrow pits that are as far as 20 miles away depending on the quantity and suitability of borrow material available. Earthwork cost = \$564,000 	<ul style="list-style-type: none"> Requires 75,000 CY of excavation to construct the undercrossing of I-40. Requires hauling off 61,000 CY of waste material. Potential waste sites include the old ADOT borrow pits on adjacent City of Kingman land. Earthwork cost = \$391,000
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Advantage</i>
Traffic Operational Impacts Traffic Volumes & LOS Travel Time	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 5.4 minutes (2.7 miles) 	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 3.3 minutes (1.7 Miles) 	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 3.3 minutes(1.7 Miles) 	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 3.3 minutes(1.7 Miles) 	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 3.3 minutes(1.7 Miles)
	<i>Net Effect: Neutral</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Advantage</i>
Structures Bridge Type Length & Deck Area	<ul style="list-style-type: none"> Structure Type: Twin Single-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 146' Structure Width: 45.17' Total Bridge area: 13,190 SF Bridge Cost: \$1,570,000 	<ul style="list-style-type: none"> Structure Type: Single Two-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 251' Structure Width: 52.33' Total Bridge area: 13,135 SF Bridge Cost: \$1,410,000 	<ul style="list-style-type: none"> Structure Type: Twin Single-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 66' Structure Width: 57.17' Total Bridge area: 7,546 SF Bridge Cost: \$1,420,000 	<ul style="list-style-type: none"> Structure Type: Single Two-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 237' Structure Width: 52.33' Total Bridge area: 12,402 SF Bridge Cost: \$1,380,000 	<ul style="list-style-type: none"> Structure Type: Twin Single-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 64' Structure Width: 57.17' Total Bridge area: 7,318 SF Bridge Cost: \$1,410,000
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>

EVALUATION CRITERIA	ALTERNATIVE 1 KINGMAN CROSSING ALIGNMENT (UNDER I-40)	ALTERNATIVE 2 PROSPECTOR STREET WEST ALIGNMENT (OVER I-40)	ALTERNATIVE 3 PROSPECTOR STREET WEST ALIGNMENT (UNDER I-40)	ALTERNATIVE 4 PROSPECTOR STREET SECTION LINE ALIGNMENT (OVER I-40)	ALTERNATIVE 5 PROSPECTOR STREET SECTION LINE ALIGNMENT (UNDER I-40)
Utility Impacts Number & Type Length of Relocation	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' 	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' 	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' 	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' Will require the relocation of the Fiber Optic & Telephone line located along the Prospector Street Section line between Airfield and future Santa Rosa Drive extension. Length = 2100' Will require the relocation of the overhead power line located along the Prospector Street Section line between I-40 and future Santa Rosa Drive extension. Length = 1100' 	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' Will require the relocation of the Fiber Optic & Telephone line located along the Prospector Street Section line between Airfield and future Santa Rosa Drive extension. Length = 2100' Will require the relocation of the overhead power line located along the Prospector Street Section line between I-40 and future Santa Rosa Drive extension. Length = 1100'
	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Disadvantage</i>
Impacts to I-40	<ul style="list-style-type: none"> Given that the new EB and WB I-40 overpasses will be constructed at-grade on the existing alignments, temporary detours will be required during construction. Temporary two-lane median cross overs on I-40 will need to be constructed to maintain two-lanes in each direction on I-40 for the long term closure required to construct each bridge. 	<ul style="list-style-type: none"> Traffic can be maintained on I-40 with minimal closures. Nighttime closures of I-40 will be required to place the bridge girders. Temporary one-lane median cross overs on I-40 will need to be constructed before placing the bridge girders. Only one-lane cross overs are necessary during nighttime closures due to lower traffic volumes at night. 	<ul style="list-style-type: none"> Given that the new EB and WB I-40 overpasses will be constructed at-grade on the existing alignments, temporary detours will be required during construction. Temporary two-lane median cross overs on I-40 will need to be constructed to maintain two-lanes in each direction on I-40 for the long term closure required to construct each bridge. 	<ul style="list-style-type: none"> Traffic can be maintained on I-40 with minimal closures. Nighttime closures of I-40 will be required to place the bridge girders. Temporary one-lane median cross overs on I-40 will need to be constructed before placing the bridge girders. Only one-lane cross overs are necessary during nighttime closures due to lower traffic volumes at night. 	<ul style="list-style-type: none"> Given that the new EB and WB I-40 overpasses will be constructed at-grade on the existing alignments, temporary detours will be required during construction. Temporary two-lane median cross overs on I-40 will need to be constructed to maintain two-lanes in each direction on I-40 for the long term closure required to construct each bridge.
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Disadvantage</i>
Drainage Floodplains Drainage Crossings	<ul style="list-style-type: none"> Grade separation and interim road improvements require 11 culvert crossings. Minimal impacts to existing drainage patterns. Requires constructing 2100' of the ultimate Kingman Crossing TI storm drain system. Does not impact any I-40 cross culverts 	<ul style="list-style-type: none"> Grade separation and interim road improvements require 10 culvert crossings. Minimal impacts to existing drainage patterns. Does not impact any I-40 cross culverts 	<ul style="list-style-type: none"> Grade separation and interim road improvements require 8 culvert crossings. Requires diversion channel to maintain existing drainage patterns. Requires the extension of one culvert under I-40 	<ul style="list-style-type: none"> Grade separation and interim road improvements require 10 culvert crossings. Minimal impacts to existing drainage patterns. Does not impact any I-40 cross culverts 	<ul style="list-style-type: none"> Grade separation and interim road improvements require 8 culvert crossings. Requires diversion channel to maintain existing drainage patterns. Requires the extension of one culvert under I-40
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>
Environmental Considerations	No known adverse impacts.	No known adverse impacts.	No known adverse impacts.	No known adverse impacts.	No known adverse impacts.
	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>

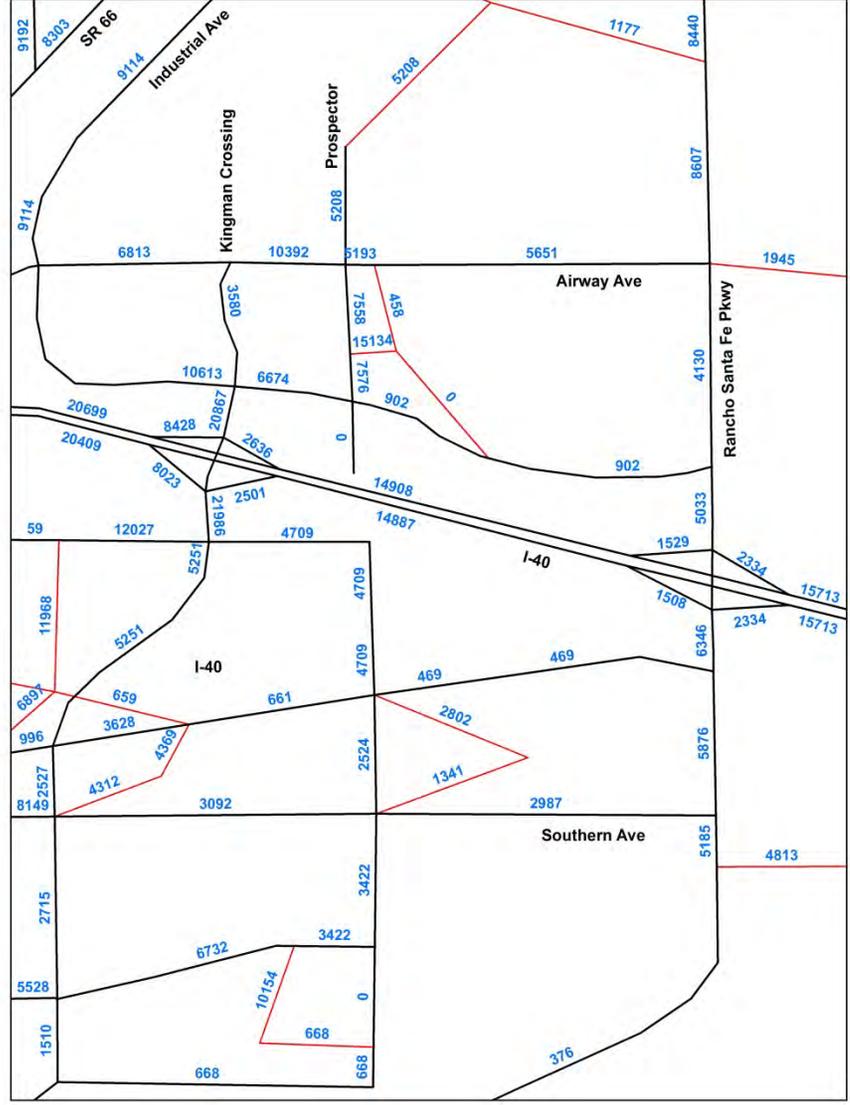
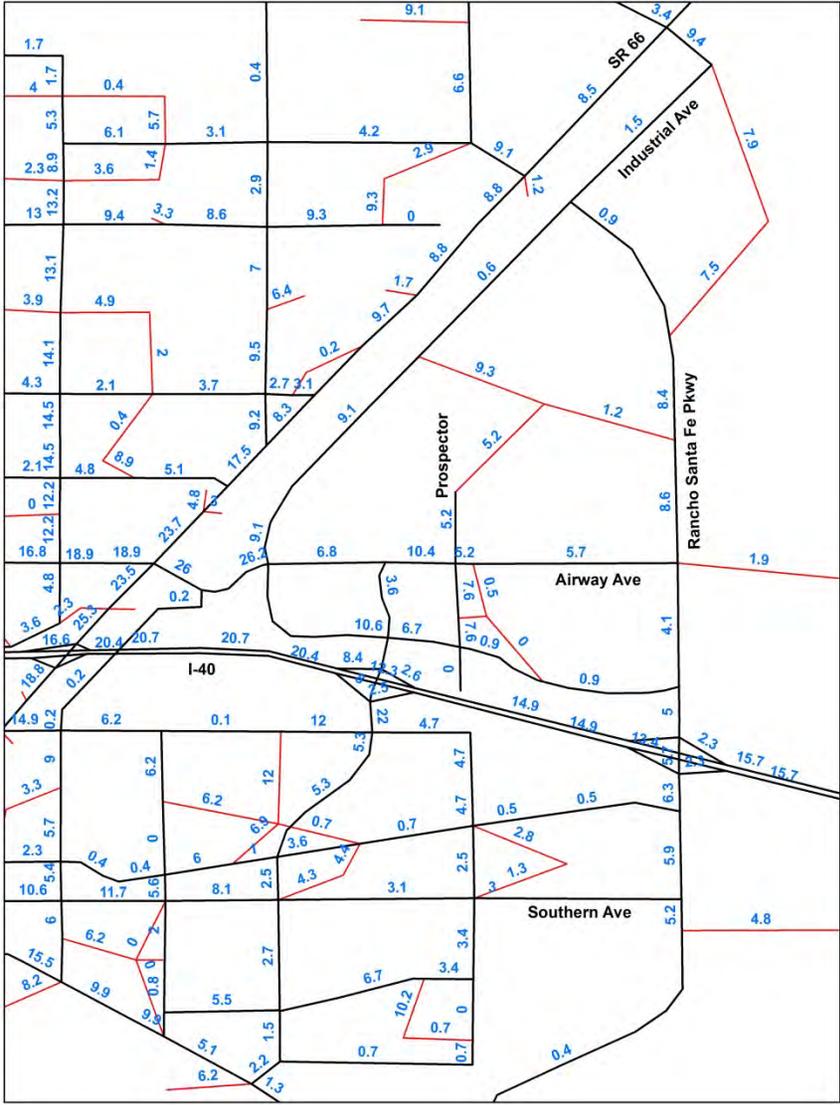
APPENDIX A

TRAFFIC MODEL OUTPUT NETWORKS

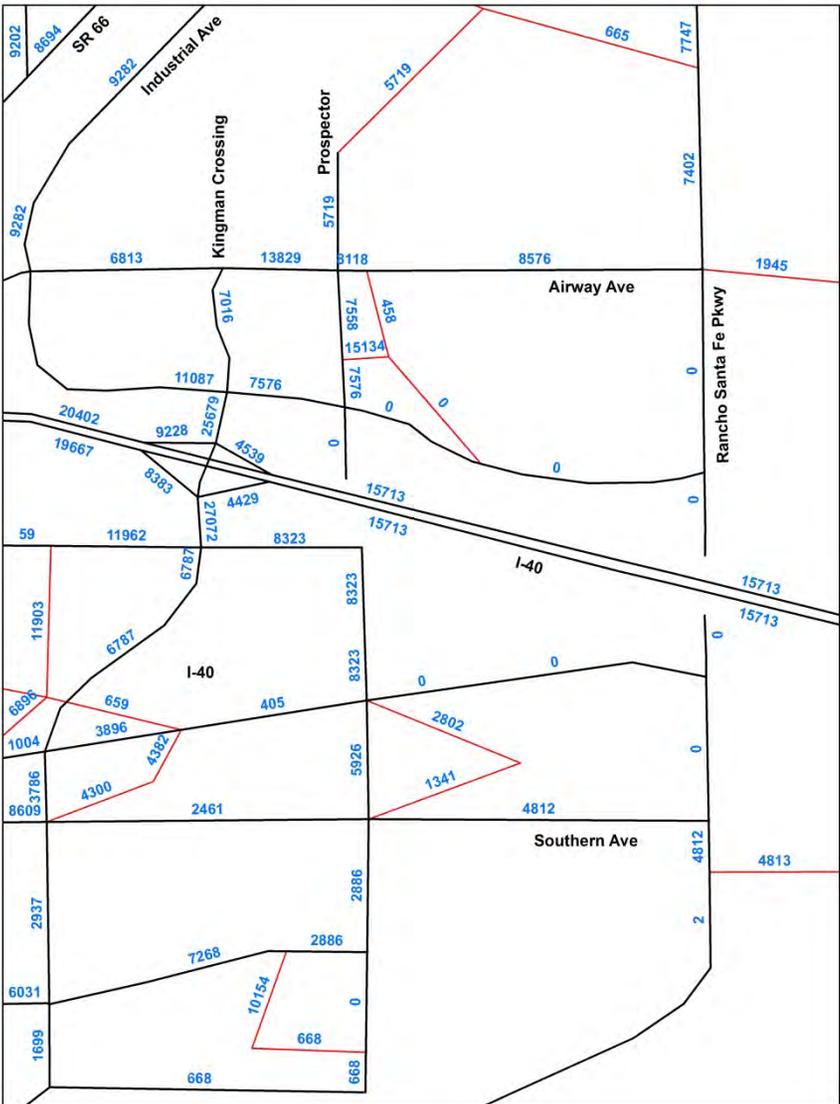
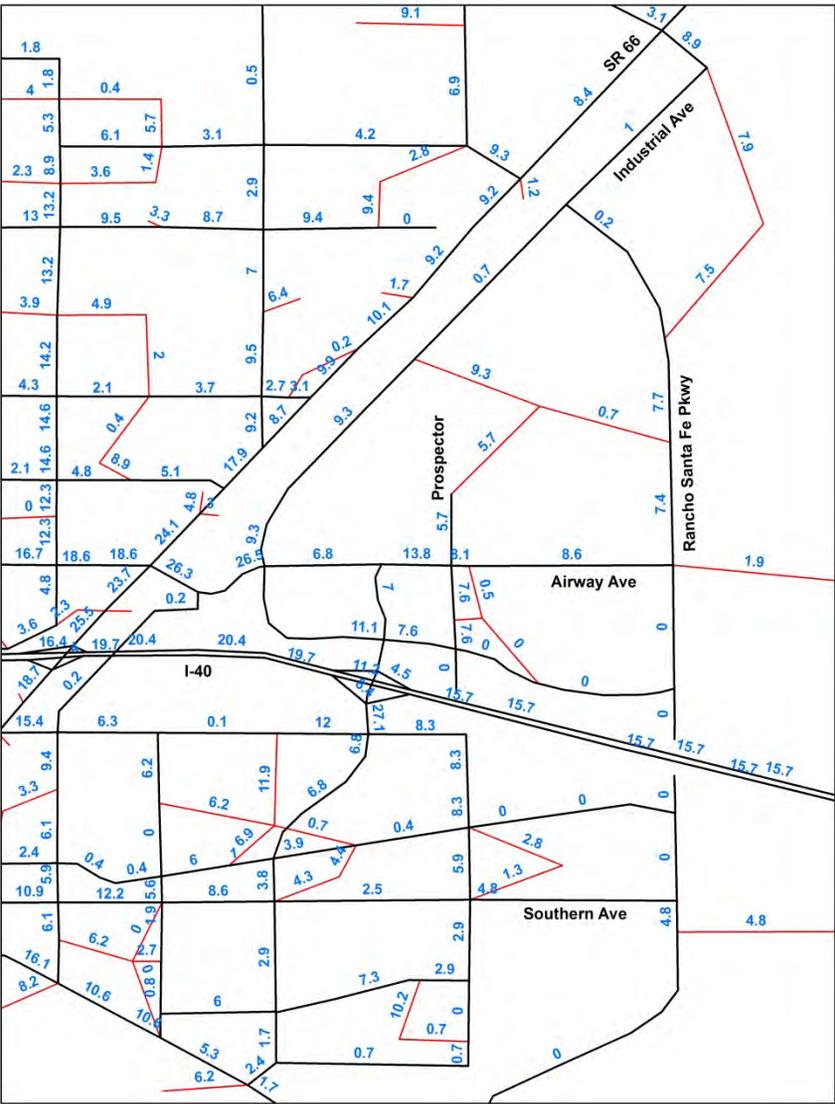
Scenario 1: KATS Full Build (No TI's) – Overview left (Volume in 1000's) / Zoomed View Right



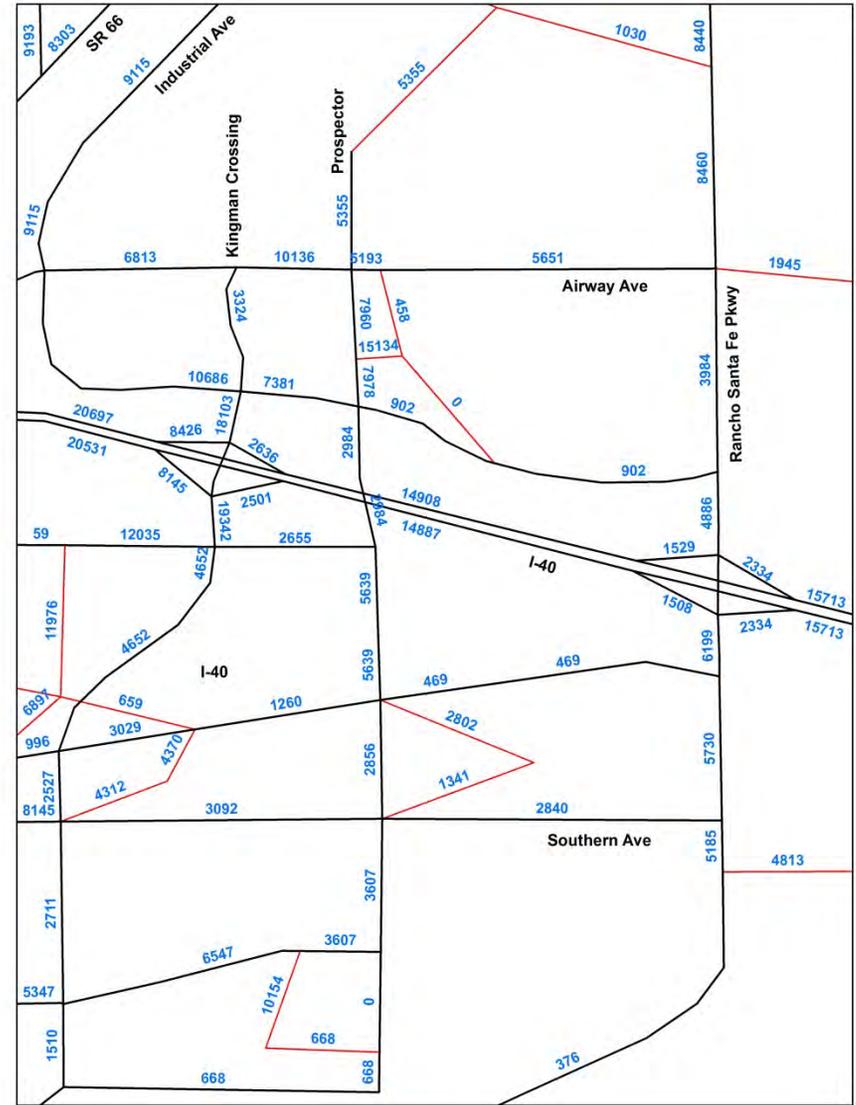
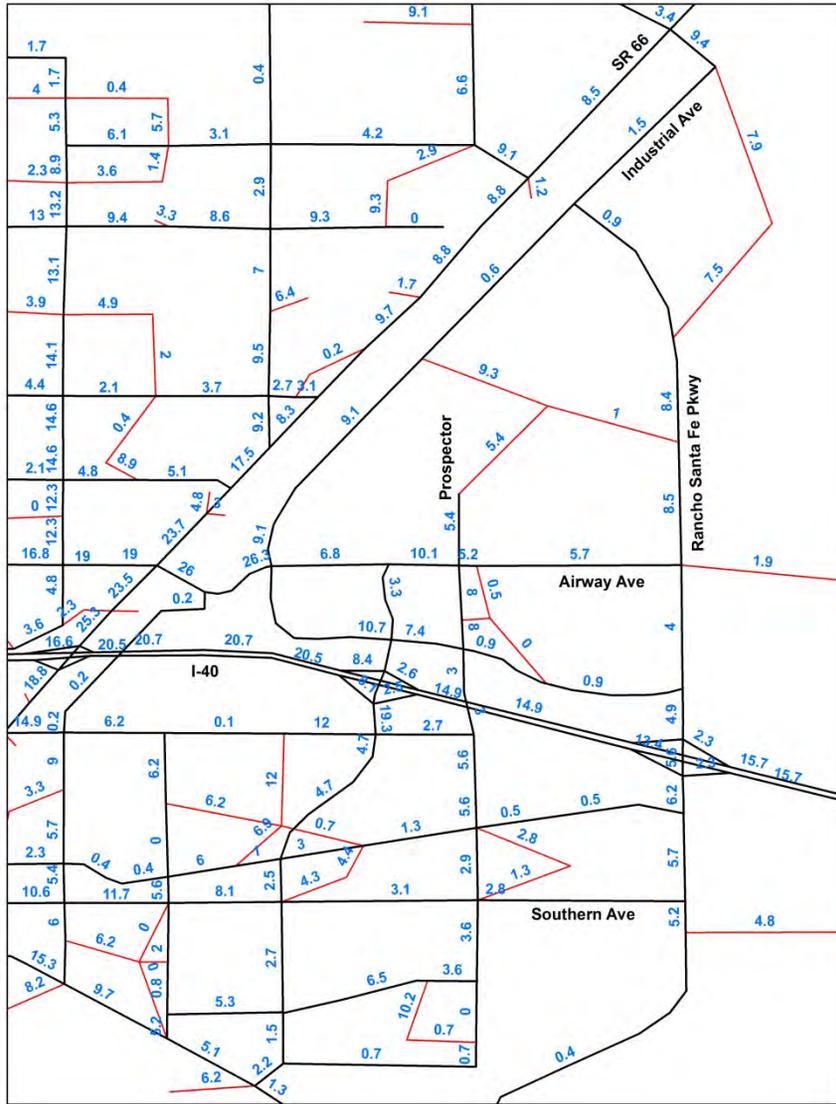
Scenario 2: KATS Full Build (KCB TI & RSFP TI) – Overview left (Volume in 1000's) / Zoomed View Right



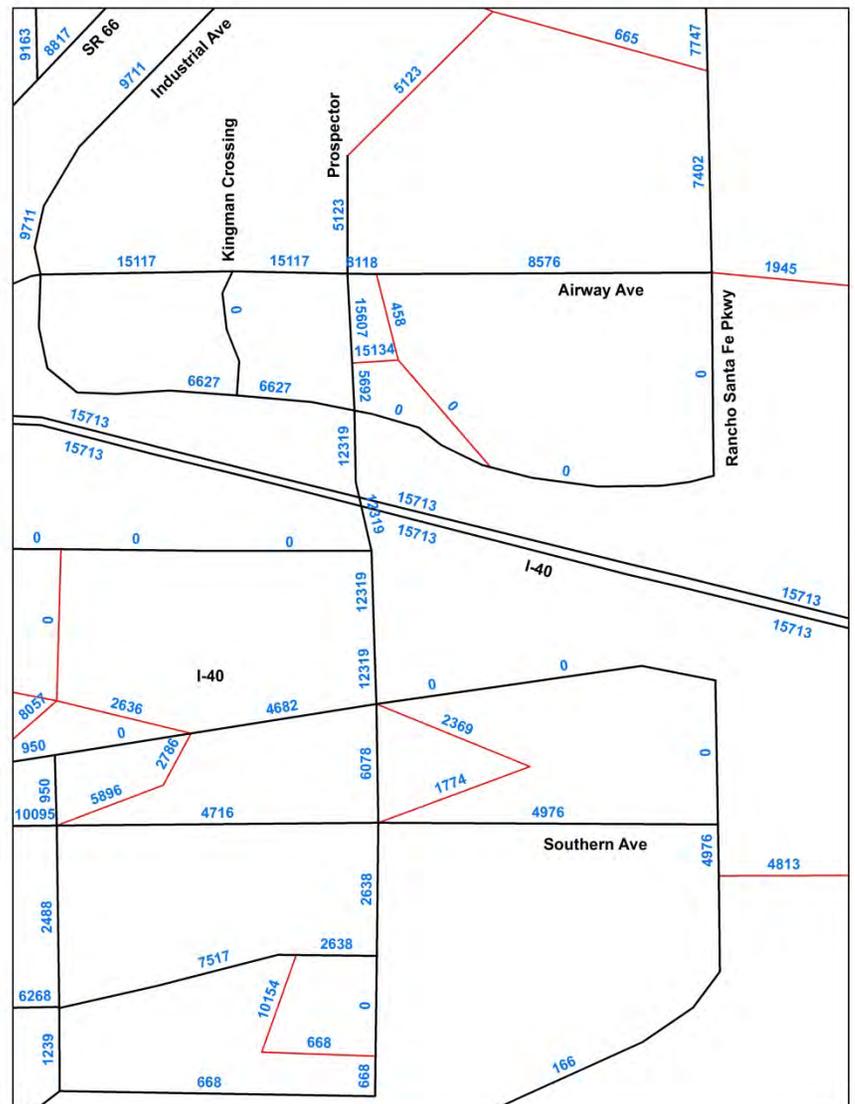
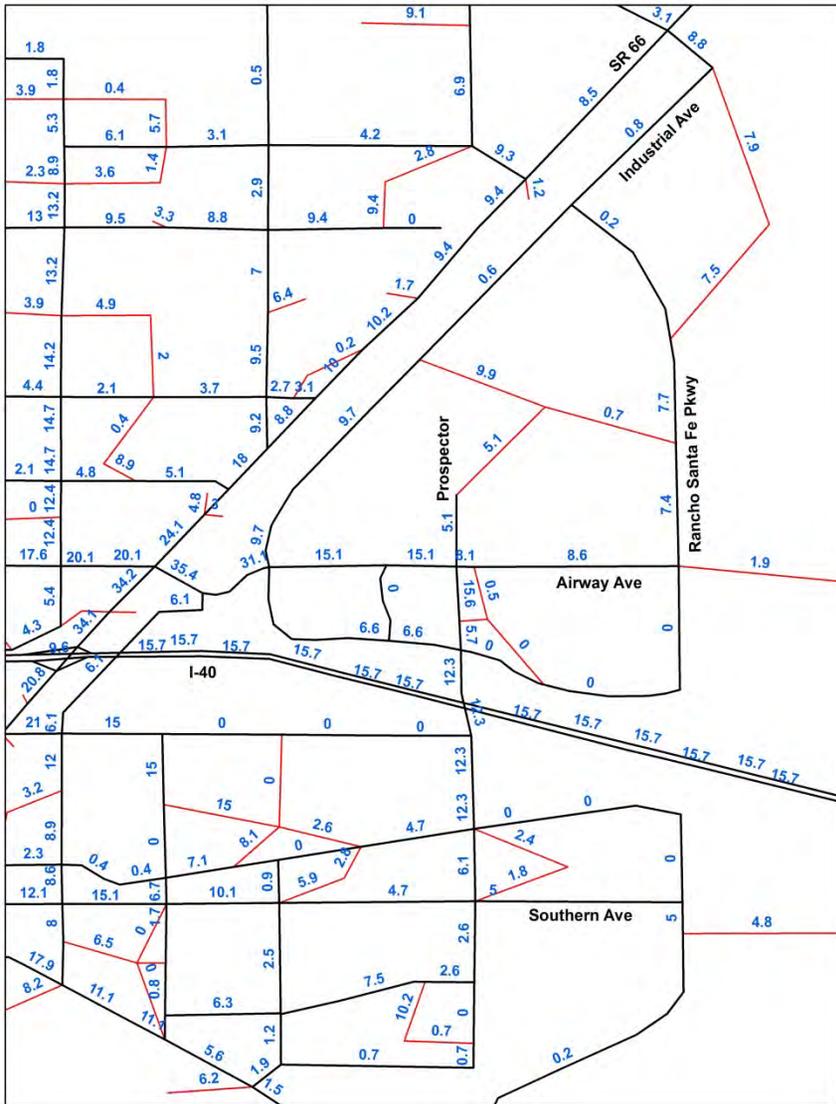
Scenario 3: KATS Full Build (KCB TI Only) – Overview left (Volume in 1000's) / Zoomed View Right



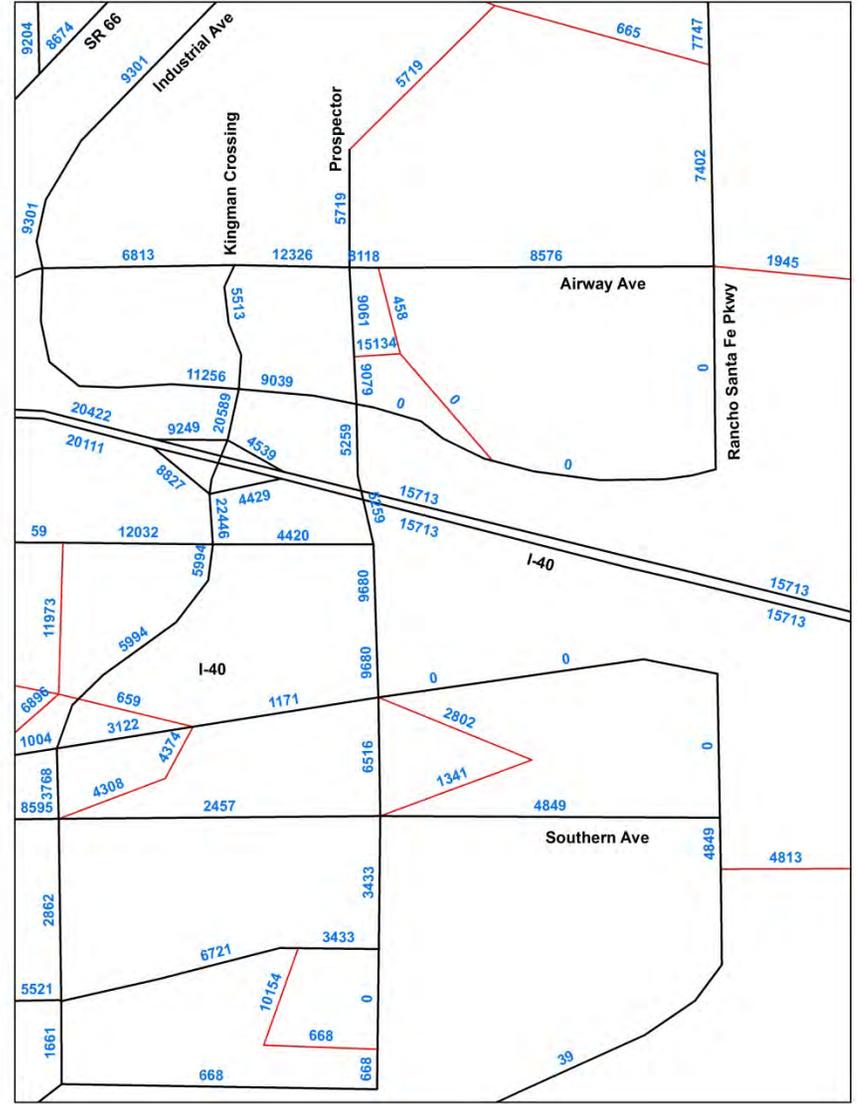
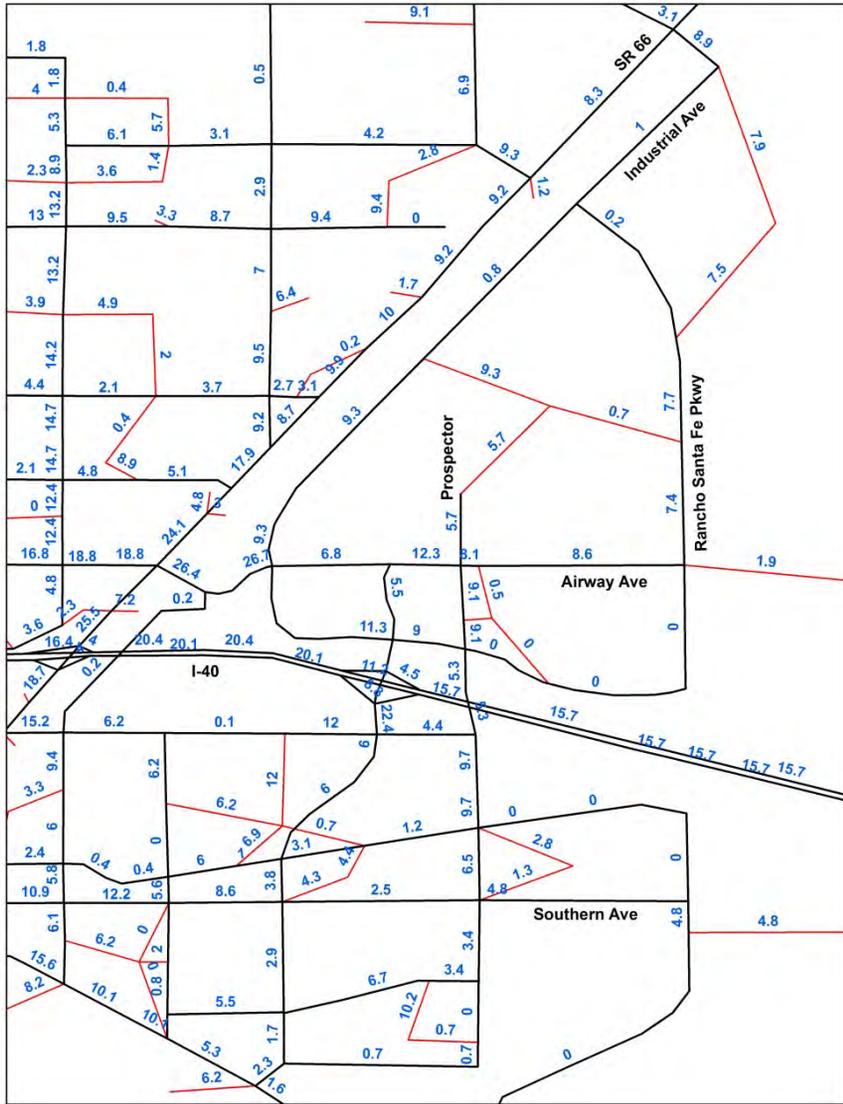
Scenario 4: KATS Full Build (KCB TI + PGS + RAFP TI) – Overview left (Volume in 1000's) / Zoomed View Right



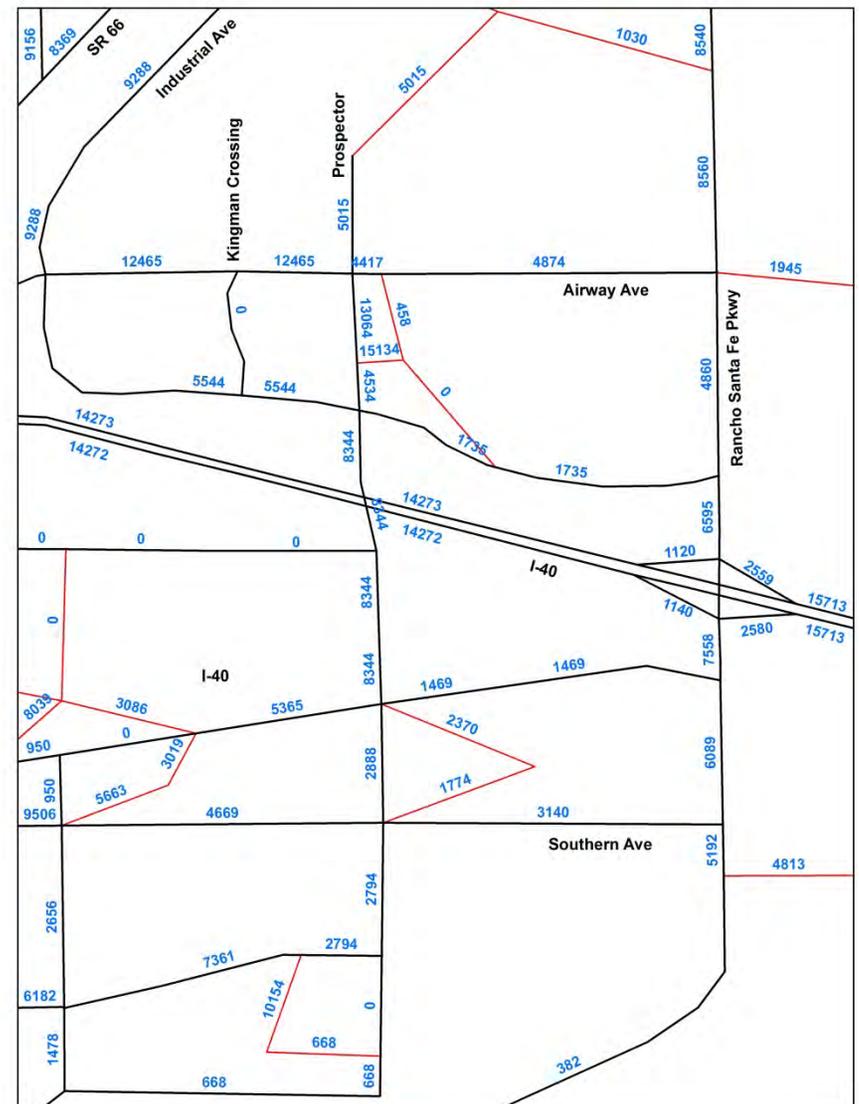
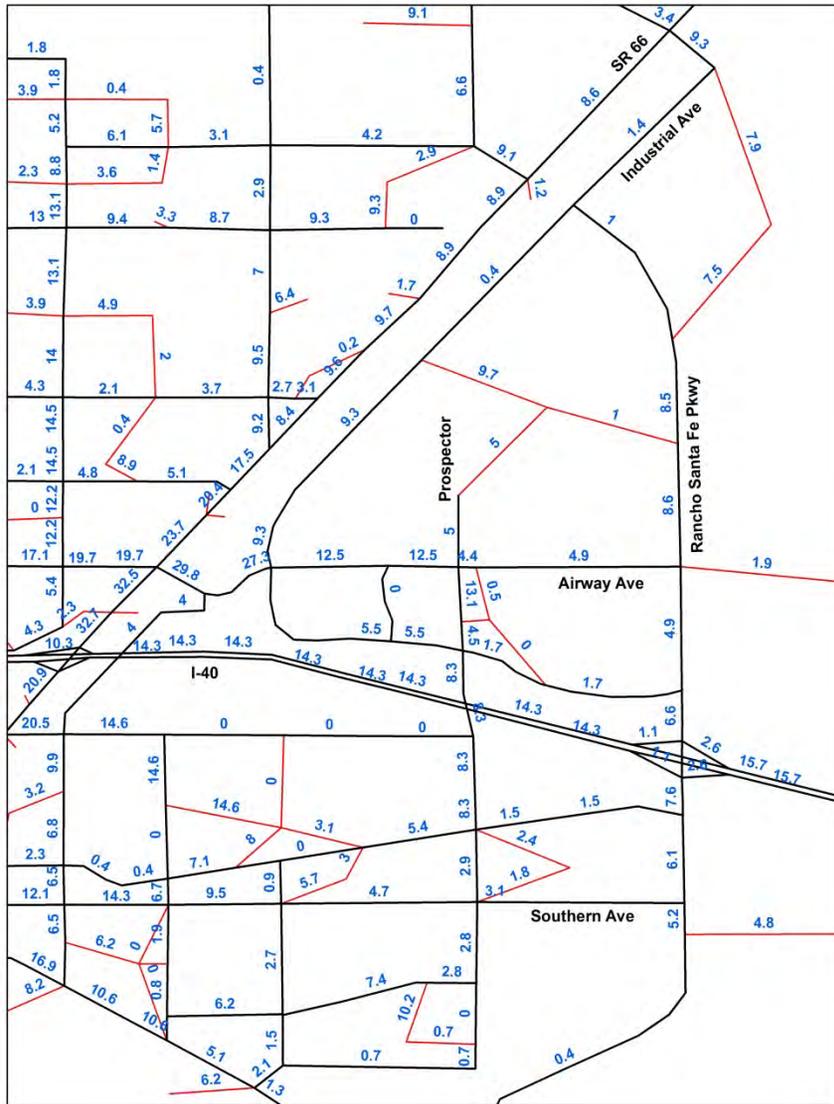
Scenario 5: KATS Full Build (PGS Only) – Overview left (Volume in 1000's) / Zoomed View Right



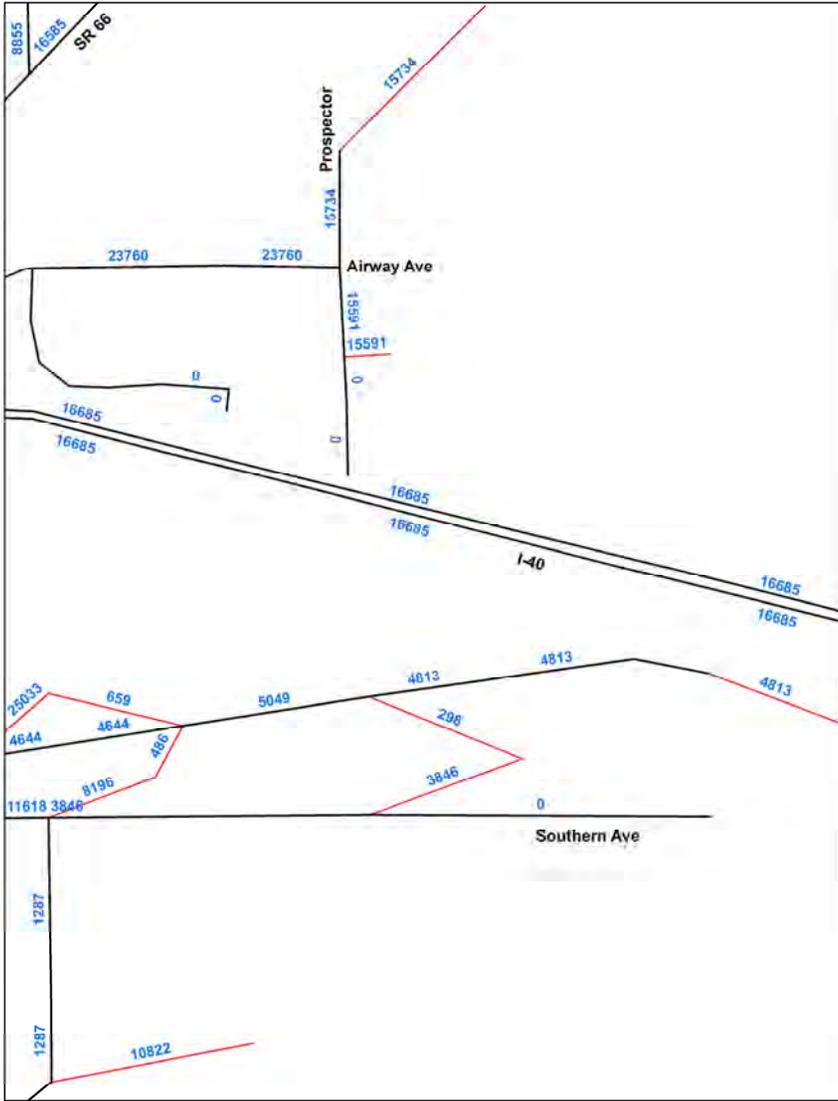
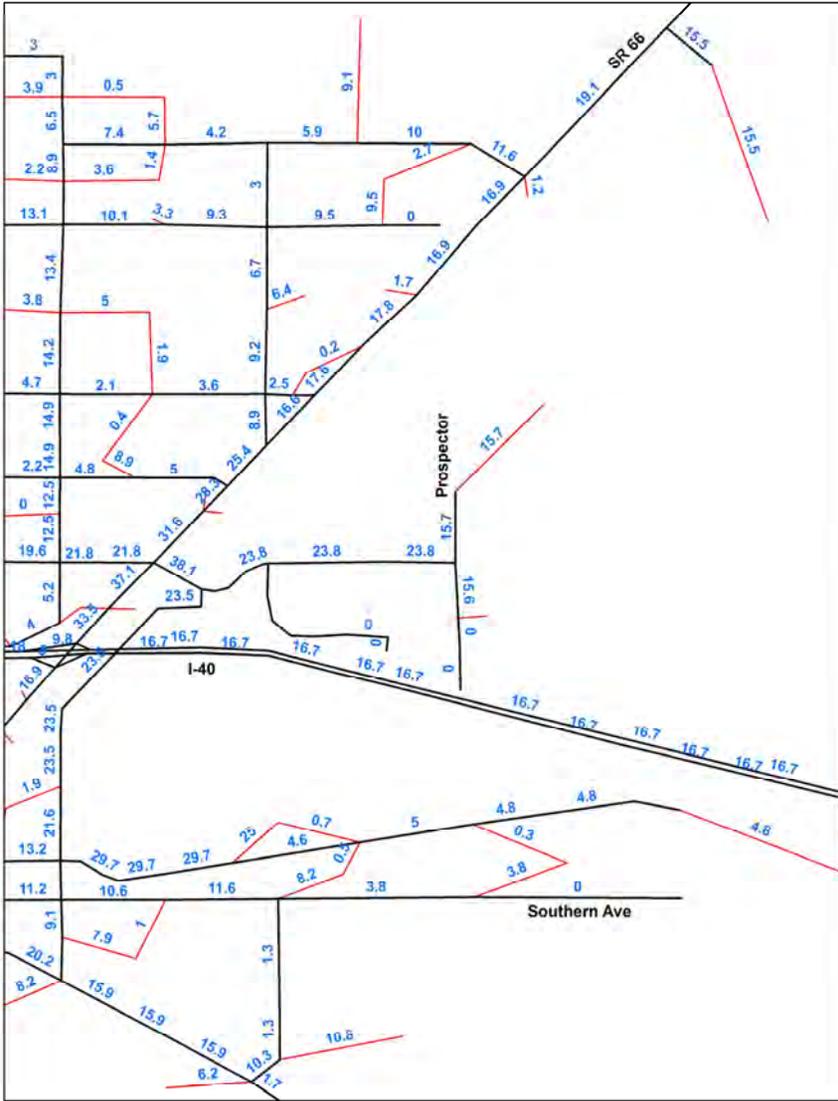
Scenario 6: KATS Full Build (KCB TI + PGS) – Overview left (Volume in 1000's) / Zoomed View Right



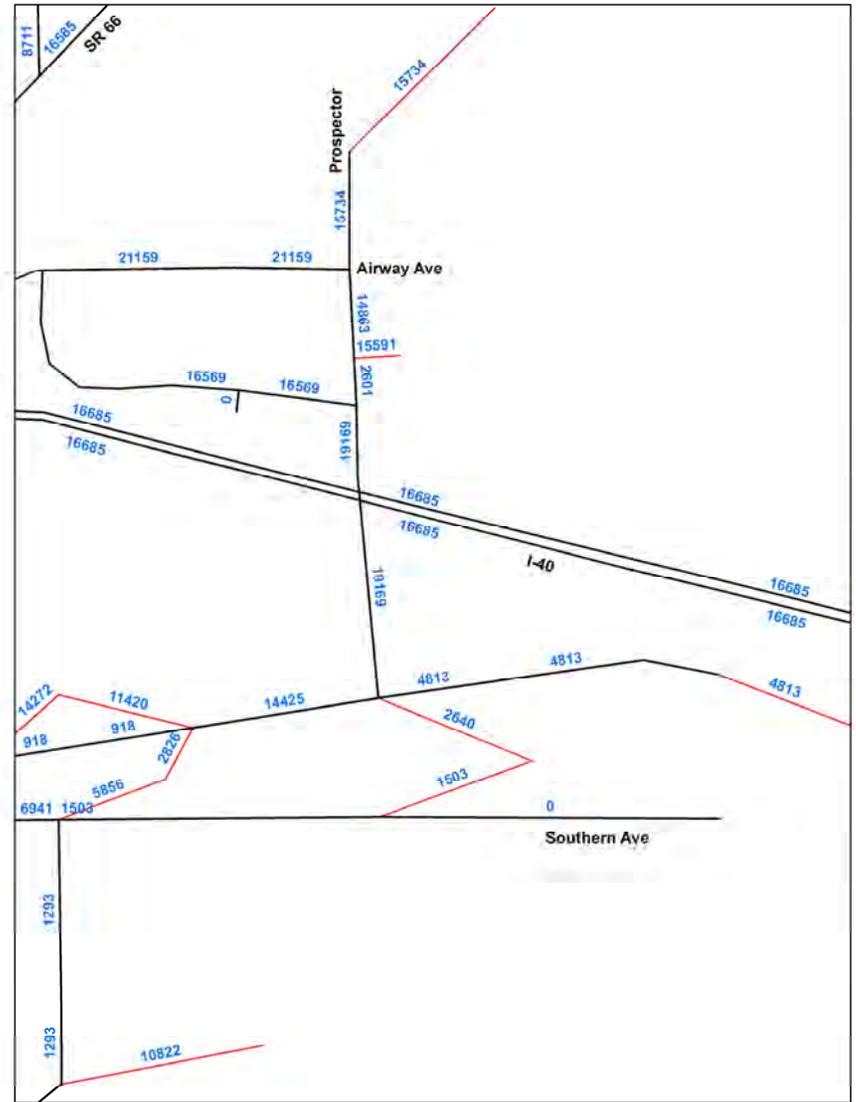
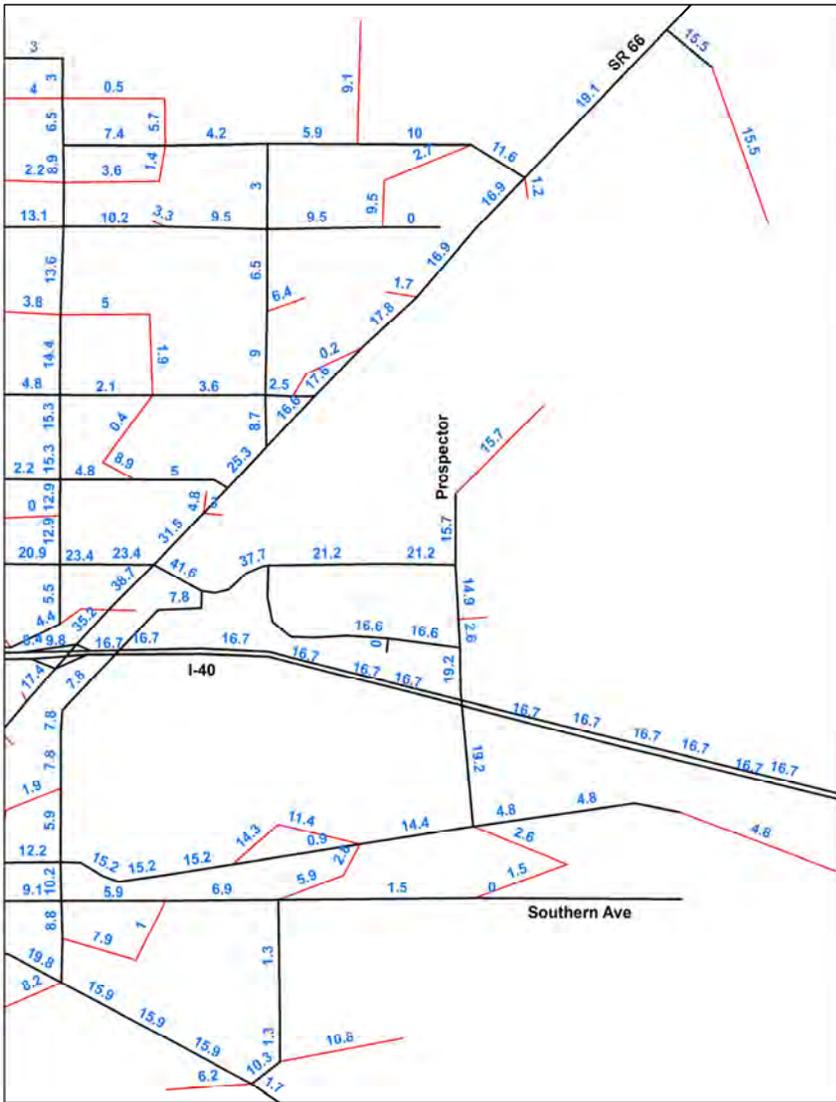
Scenario 7: KATS Full Build (PGS + RSFP TI) – Overview left (Volume in 1000's) / Zoomed View Right



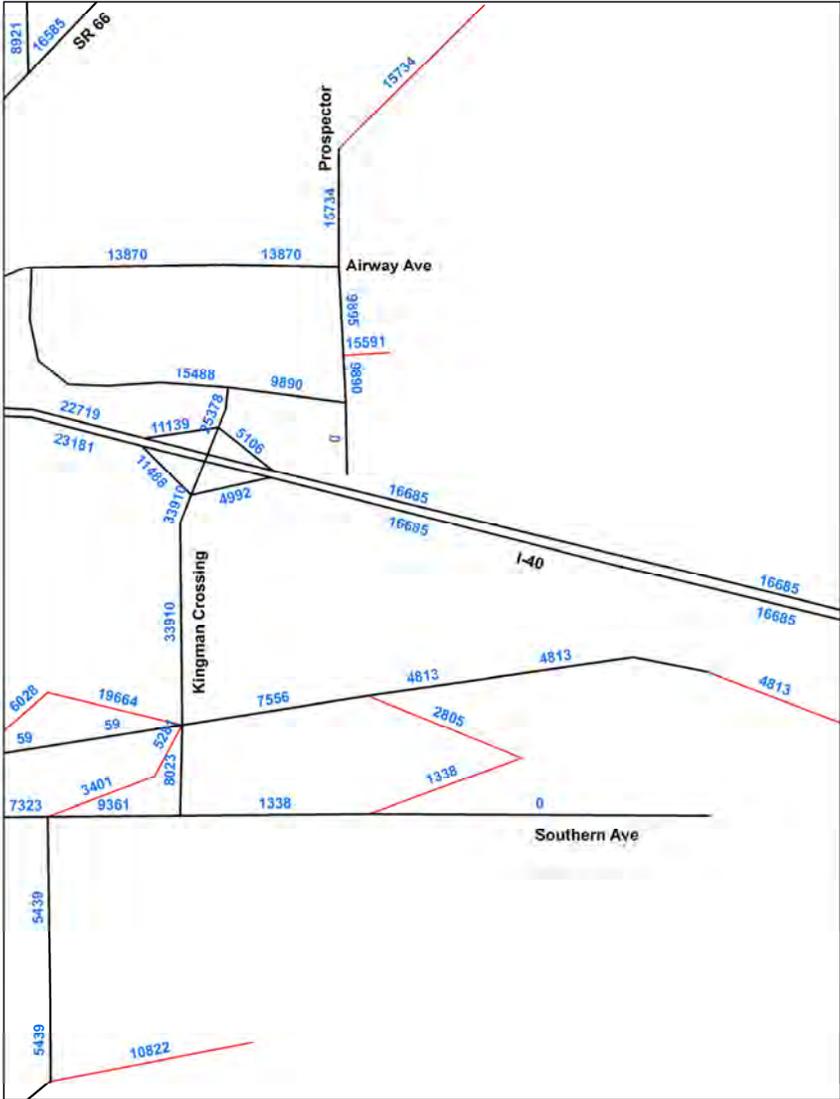
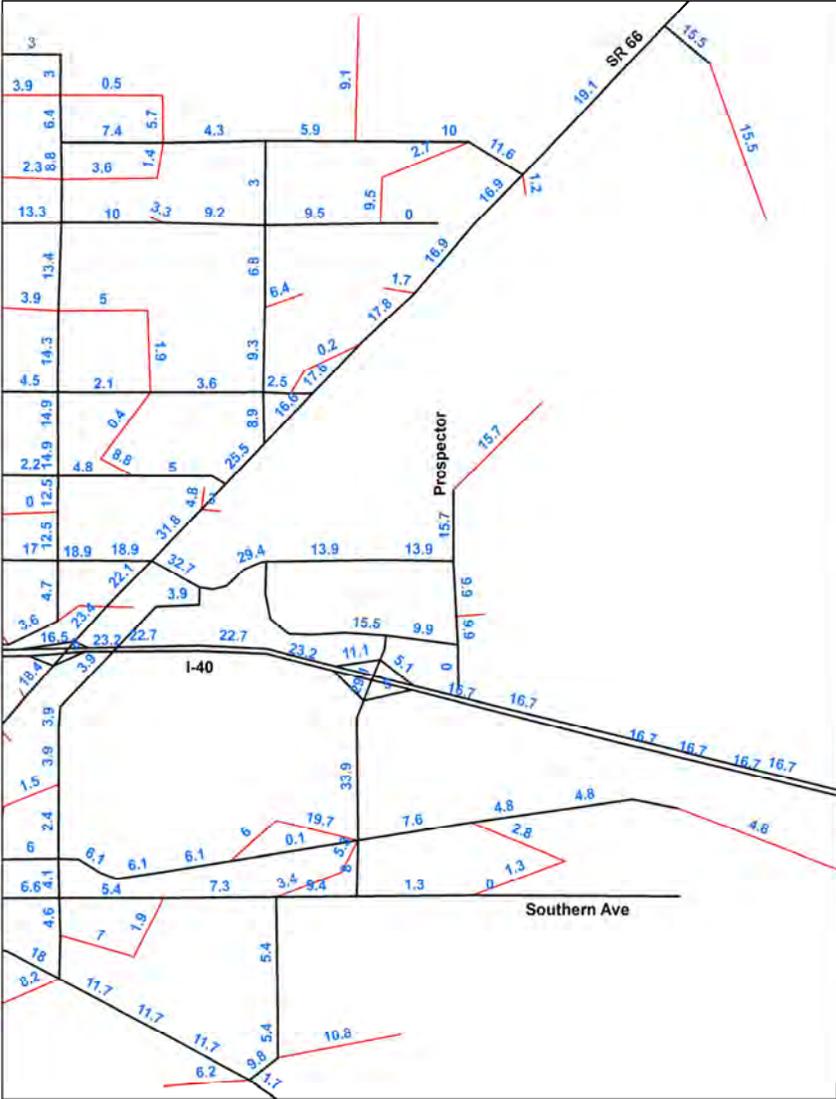
Scenario 8: 2030 Existing Network (No TI's) – Overview left (Volume in 1000's) / Zoomed View Right



Scenario 10: 2030 Existing Network (PGS Only) – Overview left (Volume in 1000's) / Zoomed View Right



Scenario 11: 2030 Existing Network (KCB TI + PGS Only) – Overview left (Volume in 1000's) / Zoomed View Right



APPENDIX B

TRAVEL TIME ANALYSIS

TRAVEL TIME ANALYSIS

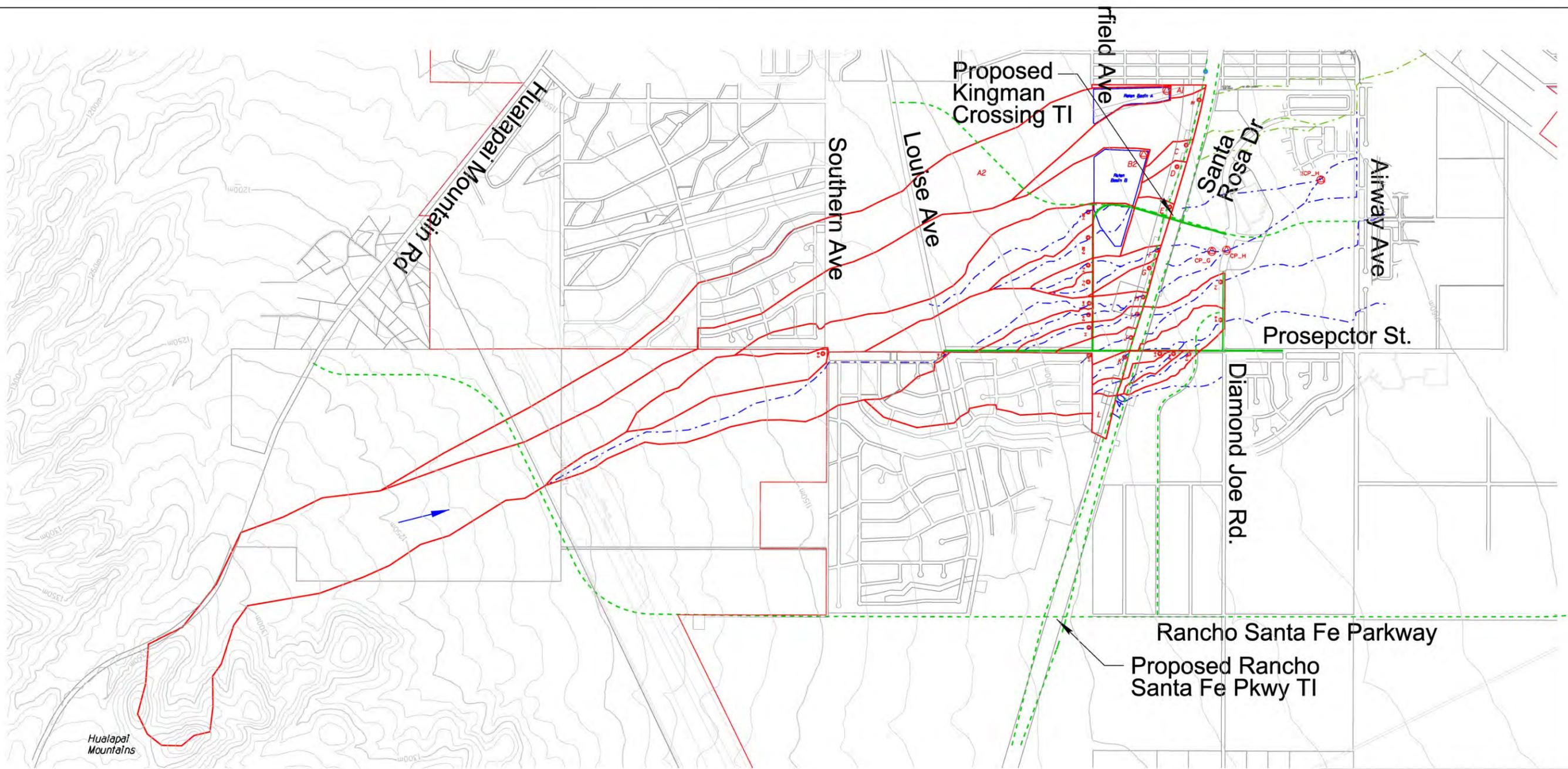
Alternative	25 mph	Travel Time (min)	30 mph	Travel Time (sec)	35 mph	Travel Time (min)	40 mph	Travel Time (min)	15 sec Each	60 sec Each	Total Distance (mile)	Total Travel Time (min)
	Distance (ft)		Distance (ft)		Distance (ft)		Distance (ft)		Stop Sign Delay (min)	Traffic Signal Delay (min)		
Prospector & Louise to White Cliffs Middle School												
No-Build	4,945	2.2	2,475	0.9	15,637	5.1	6,020	1.7	0.5	0.5	5.5	11.0
Alt 1 - Kingman Crossing Blvd Alignment	0	0.0	0	0.0	14,242	4.6	0	0.0	0.75	0.0	2.7	5.4
Alt 2 - Prospector Street Alignment	0	0.0	0	0.0	8,755	2.8	0	0.0	0.5	0.0	1.7	3.3
Eastern & Louise to White Cliffs Middle School												
No-Build	2,540	1.2	0	0.0	15,687	5.1	0	0.0	0.25	0.5	3.5	7.0
Alt 1 - Kingman Crossing Blvd Alignment	2,680	1.2	2,846	1.1	14,310	4.6	5,312	1.5	1.0	0.0	4.8	9.5
Alt 2 - Prospector Street Alignment	2,680	1.2	2,846	1.1	8,846	2.9	5,312	1.5	0.75	0.0	3.7	7.4
Eastern & Airfield to White Cliffs Middle School												
No-Build	2,540	1.2	0	0.0	11,654	3.8	0	0.0	0.25	0.5	2.7	5.7
Alt 1 - Kingman Crossing Blvd Alignment	2,724	1.2	2,846	1.1	18,293	5.9	5,312	1.5	1.25	0.0	5.5	11.0
Alt 2 - Prospector Street Alignment	2,724	1.2	2,846	1.1	12,806	4.2	5,312	1.5	1.0	0.0	4.5	9.0
White Cliffs Middle School to Prospector & Louise												
No-Build	5,261	2.4	2,846	1.1	15,599	5.1	5,312	1.5	0.5	1.0	5.5	11.5
Alt 1 - Kingman Crossing Blvd Alignment	0	0.0	0	0.0	14,242	4.6	0	0.0	0.75	0.0	2.7	5.4
Alt 2 - Prospector Street Alignment	0	0.0	0	0.0	8,755	2.8	0	0.0	0.5	0.0	1.7	3.3
White Cliffs Middle School to Eastern & Louise												
No-Build	2,537	1.2	0	0.0	15,599	5.1	0	0.0	0.25	1.0	3.4	7.5
Alt 1 - Kingman Crossing Blvd Alignment	2,349	1.1	2,475	0.9	14,310	4.6	5,950	1.7	1.0	0.0	4.8	9.3
Alt 2 - Prospector Street Alignment	2,349	1.1	2,475	0.9	8,846	2.9	5,950	1.7	0.75	0.0	3.7	7.3
White Cliffs Middle School to Eastern & Airfield												
No-Build	2,537	1.2	0	0.0	11,614	3.8	0	0.0	0.25	1.0	2.7	6.2
Alt 1 - Kingman Crossing Blvd Alignment	2,349	1.1	2,475	0.9	18,293	5.9	5,950	1.7	1.25	0.0	5.5	10.9
Alt 2 - Prospector Street Alignment	2,349	1.1	2,475	0.9	12,806	4.2	5,950	1.7	1.0	0.0	4.5	8.9

APPENDIX C

**PRELIMINARY SUMMARY OF OFFSITE FLOWS & WATERSHED
DELINEATION MAPS**

Table C.1 Preliminary Summary of Offsite Flows

Sub-Basin	Area (ac)	C	Tc		i ₁₀ (in)	Q ₁₀ (cfs)	i ₁₀₀ (in)	Q ₁₀₀ (cfs)	Preliminary Culvert Size	
			L (ft)	Tc (hr)					Q ₁₀	Q ₁₀₀
B2-1	143.00	0.50	10200	0.944	1.626	116.2	2.538	181.5	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
B2-2	19.30	0.50	2310	0.214	4.094	39.5	6.195	59.8	2-24" CMP W/ End Sec	2-30" CMP W/ End Sec
B-3	53.40	0.50	4400	0.407	2.920	78.0	4.484	119.7	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
F-1	8.30	0.50	1550	0.167	4.540	18.8	6.832	28.4	1-24" CMP W/ End Sec	1-30" CMP W/ End Sec
F-2	5.20	0.50	920	0.167	4.540	11.8	6.832	17.8	1-24" CMP W/ End Sec	1-24" CMP W/ End Sec
H-1	61.50	0.50	4763	0.441	2.781	85.5	4.278	131.6	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
H-2	14.20	0.50	2463	0.228	3.977	28.2	6.027	42.8	1-30" CMP W/ End Sec	2-24" CMP W/ End Sec
H-1, H-2	75.70	0.50	4763	0.441	2.781	105.3	4.278	161.9	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
H-3	110.00	0.50	8700	0.806	1.836	101.0	2.859	157.2	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
I-1	10.20	0.28	1610	0.167	4.540	13.0	6.832	19.5	1-24" CMP W/ End Sec	1-24" CMP W/ End Sec
J-1	107.30	0.50	5280	0.489	2.605	139.8	4.017	215.5	2-42" CMP W/ HdwI	2-48" CMP W/ HdwI
K	6.60	0.28	1123	0.167	4.536	8.4	6.827	12.6	1-24" CMP W/ End Sec	1-24" CMP W/ End Sec
K-1	4.40	0.50	970	0.167	4.536	10.0	6.827	15.0	1-24" CMP W/ End Sec	1-24" CMP W/ End Sec
K-2	10.20	0.50	1920	0.178	4.427	22.6	6.670	34.0	1-30" CMP W/ End Sec	1-30" CMP W/ End Sec
K-3	8.10	0.50	1620	0.167	4.536	18.4	6.827	27.6	1-24" CMP W/ End Sec	1-30" CMP W/ End Sec
K,K-1, K-2	21.20	0.50	1920	0.178	4.427	46.9	6.670	70.7	2-24" CMP W/ End Sec	2-30" CMP W/ End Sec
K,K-1, K-2, K-3	29.30	0.50	2150	0.199	4.224	61.9	6.382	93.5	2-30" CMP W/ End Sec	3-30" CMP W/ End Sec
K-4	47.50	0.50	3100	0.287	3.554	84.4	5.414	128.6	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
I-J	159.30	0.50	7600	0.704	2.029	161.6	3.151	251.0	2-42" CMP W/ HdwI	3-42" CMP W/ HdwI
B2-1	143.00	0.50	10200	0.944	1.626	116.2	2.538	181.5	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
B2-2	19.30	0.50	2310	0.214	4.094	39.5	6.195	59.8	2-24" CMP W/ End Sec	2-30" CMP W/ End Sec
B-3	53.40	0.50	4400	0.407	2.920	78.0	4.484	119.7	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
F-1	8.30	0.50	1550	0.167	4.540	18.8	6.832	28.4	1-24" CMP W/ End Sec	1-30" CMP W/ End Sec
F-2	5.20	0.50	920	0.167	4.540	11.8	6.832	17.8	1-24" CMP W/ End Sec	1-24" CMP W/ End Sec
H-1	61.50	0.50	4763	0.441	2.781	85.5	4.278	131.6	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
H-2	14.20	0.50	2463	0.228	3.977	28.2	6.027	42.8	1-30" CMP W/ End Sec	2-24" CMP W/ End Sec
H-1, H-2	75.70	0.50	4763	0.441	2.781	105.3	4.278	161.9	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec
H-3	110.00	0.50	8700	0.806	1.836	101.0	2.859	157.2	3-30" CMP W/ End Sec	3-36" CMP W/ End Sec



- NOTES:**
- 1) Contours are shown at a 10-meter Interval (METRIC).
 - 2) Watershed sub-basin boundaries are for the existing case.
 - 3) Boundaries were interpreted from the figures in the Conceptual Hydrology Study For APN 322-06-010.

METRIC CONTOURS
10 meter Interval
(See Note 1)



Scale: 1:2000
(11 x 17 plot)

**Prospector Street Interim Roadway & I-40 Grade Separation Feasibility Study
WATERSHED DELINEATION MAP**

-  Prospector Street Interim Roadway Study Corridors
-  Future Roadways Not Part of This Project
-  Offsite Sub-Basin Boundary and Concentration Point
-  Downstream Flowpath (Existing)
-  Flow Direction
-  Retention Basin (Existing)

APPENDIX D

PRELIMINARY DETAILED COST ESTIMATES

FOR EACH ALTERNATIVE

CITY OF KINGMAN

ITEMIZED ESTIMATE

ALTERNATIVE 1 - KINGMAN CROSSING ALIGNMENT (UNDER I-40)
Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
2010011	CLEARING AND GRUBBING	ACRE	20	\$1,000.00	\$20,000.00
2020101	REMOVE FENCE	L.FT.	556	\$2.00	\$1,112.00
2030301	ROADWAY EXCAVATION	CU.YD.	181,749	\$5.00	\$908,745.00
2030451	CHANNEL EXCAVATION	CU.YD.	457	\$6.00	\$2,742.00
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	9,102	\$28.00	\$254,856.00
4040111	BITUMINOUS TACK COAT	TON	11	\$400.00	\$4,400.00
4040116	APPLY BITUMINOUS TACK COAT	HOUR	21	\$150.00	\$3,150.00
4040270	ASPHALT BINDER (PG 70-10)	TON	723	\$500.00	\$361,500.00
4060006	ASPHALTIC CONCRETE (3/4" MIX)	TON	14,450	\$40.00	\$578,000.00
4060026	MINERAL ADMIXTURE (FOR 3/4" MIX)	TON	136	\$90.00	\$12,240.00
5012524	STORM DRAIN PIPE, 24"	L.FT.	963	\$70.00	\$67,410.00
5012548	STORM DRAIN PIPE, 48"	L.FT.	443	\$180.00	\$79,740.00
5012560	STORM DRAIN PIPE, 60"	L.FT.	139	\$200.00	\$27,800.00
5012572	STORM DRAIN PIPE, 72"	L.FT.	970	\$250.00	\$242,500.00
5012924	PIPE CULVERT, 24"	L.FT.	181	\$80.00	\$14,480.00
5012930	PIPE CULVERT, 30"	L.FT.	175	\$100.00	\$17,500.00
5012936	PIPE CULVERT, 36"	L.FT.	696	\$100.00	\$69,600.00
5012942	PIPE CULVERT, 42"	L.FT.	231	\$120.00	\$27,720.00
5014024	FLARED END SECTION, 24" (C-13.25)	EACH	5	\$350.00	\$1,750.00
5014030	FLARED END SECTION, 30" (C-13.25)	EACH	6	\$400.00	\$2,400.00
5014036	FLARED END SECTION, 36" (C-13.25)	EACH	12	\$450.00	\$5,400.00
5014142	FLARED END SECTION (42") (C-13.20)	EACH	6	\$700.00	\$4,200.00
5030001	CONCRETE CATCH BASIN (C-15.10) SINGLE, H=8' OR LESS	EACH	8	\$2,500.00	\$20,000.00
5030141	CONCRETE CATCH BASIN (MEDIAN)	EACH	1	\$3,500.00	\$3,500.00
5030152	CONCRETE CATCH BASIN (MEDIAN DIKES) (STD C-15.90)	EACH	6	\$4,000.00	\$24,000.00
5050001	MANHOLE (C-18.10) (NO. 1) (FOR PIPES 6" TO 36")	EACH	1	\$400.00	\$400.00
6016087	HEADWALL	EACH	3	\$5,000.00	\$15,000.00
608XX01	SIGNING(	L.SUM	1	\$10,000.00	\$10,000.00
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060")	L.FT.	3,777	\$0.50	\$1,888.50
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060")	L.FT.	24,263	\$0.50	\$12,131.50
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	4	\$75.00	\$300.00
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	9	\$75.00	\$675.00
8050003	SEEDING (CLASS II)	ACRE	7.6	\$3,500.00	\$26,600.00
8101016	EROSION CONTROL (ROCK MULCH)	CU.YD.	1,141	\$80.00	\$91,280.00

CITY OF KINGMAN

ITEMIZED ESTIMATE

ALTERNATIVE 1 - KINGMAN CROSSING ALIGNMENT (UNDER I-40)
Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
9020028	CHAIN LINK FENCE (C-12.20, TYPE 1, H=72 IN)	L.FT.	299	\$10.00	\$2,990.00
9050001	GUARD RAIL, W-BEAM, SINGLE FACE	L.FT.	212.5	\$20.00	\$4,250.00
9050026	GUARD RAIL TERMINAL (TANGENT TYPE)	EACH	2	\$3,000.00	\$6,000.00
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	10,611	\$20.00	\$212,220.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	62,766	\$5.00	\$313,830.00
9080288	CONCRETE WHEEL CHAIR RAMP	EACH	4	\$1,500.00	\$6,000.00
9130051	RIPRAP (DUMPED) (D50=6")	CU.YD.	25	\$80.00	\$2,000.00
999X001	NEW BRIDGE (KINGMAN CROSSING BLVD AT I-40)	L.SUM	1	\$1,570,000.00	\$1,570,000.00
	SUBTOTAL 1				<u>\$5,030,310.00</u>
934XX01	UNIDENTIFIED ITEMS (15%)	COST	15%		\$754,546.50
	SUBTOTAL 2				<u>\$5,784,856.50</u>
209XX01	FURNISH WATER (	COST	1%		\$57,848.57
810XX01	EROSION CONTROL AND POLLUTION PREVENTION (	COST	1%		\$57,848.57
701XX01	MAINTENANCE AND PROTECTION OF TRAFFIC	COST	5%		\$289,242.83
924XX02	CONTRACTOR QUALITY CONTROL	COST	2%		\$115,697.13
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (	COST	2%		\$115,697.13
	SUBTOTAL 2				<u>\$6,421,190.72</u>
901XX01	MOBILIZATION	COST	10%		\$642,119.07
	SUBTOTAL 3				<u>\$7,063,309.79</u>
	CONSTRUCTION CONTINGENCIES	COST	5%		\$353,165.49
	CONSTRUCTION ENGINEERING	COST	14%		\$988,863.37
	CONSULTANT SERVICE (PDS)	COST	1%		\$70,633.10
	TOTAL CONSTRUCTION COST				<u>\$8,475,971.74</u>
	DESIGN ENGINEERING	COST	7%		\$593,318.02
7320714	UTILITY RELOCATION WORK (	L.SUM	1	\$5,000.00	\$5,000.00
				TOTAL PROJECT COST =	<u>\$9,074,289.77</u>

CITY OF KINGMAN

ITEMIZED ESTIMATEALTERNATIVE 2 - PROSPECTOR STREET WEST ALIGNMENT (OVER I-40)
Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
2010011	CLEARING AND GRUBBING	ACRE	13	\$1,000.00	\$13,000.00
2020101	REMOVE FENCE	L.FT.	698	\$2.00	\$1,396.00
2030301	ROADWAY EXCAVATION	CU.YD.	4,562	\$4.00	\$18,248.00
2030451	CHANNEL EXCAVATION	CU.YD.	1,621	\$6.00	\$9,726.00
2030901	BORROW	CU.YD.	97,851	\$7.00	\$684,957.00
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	6,514	\$28.00	\$182,392.00
4040111	BITUMINOUS TACK COAT	TON	8	\$400.00	\$3,200.00
4040116	APPLY BITUMINOUS TACK COAT	HOURL	15	\$150.00	\$2,250.00
4040270	ASPHALT BINDER (PG 70-10)	TON	517	\$500.00	\$258,500.00
4060006	ASPHALTIC CONCRETE (3/4" MIX)	TON	10,343	\$40.00	\$413,720.00
4060026	MINERAL ADMIXTURE (FOR 3/4" MIX)	TON	97	\$90.00	\$8,730.00
5012924	PIPE CULVERT, 24"	L.FT.	252	\$80.00	\$20,160.00
5012930	PIPE CULVERT, 30"	L.FT.	327	\$100.00	\$32,700.00
5012936	PIPE CULVERT, 36"	L.FT.	585	\$100.00	\$58,500.00
5012942	PIPE CULVERT, 42"	L.FT.	240	\$120.00	\$28,800.00
5012948	PIPE CULVERT, 48"	L.FT.	186	\$150.00	\$27,900.00
5014024	FLARED END SECTION, 24" (C-13.25)	EACH	5	\$350.00	\$1,750.00
5014030	FLARED END SECTION, 30" (C-13.25)	EACH	6	\$400.00	\$2,400.00
5014036	FLARED END SECTION, 36" (C-13.25)	EACH	6	\$450.00	\$2,700.00
5014142	FLARED END SECTION (42") (C-13.20)	EACH	6	\$700.00	\$4,200.00
6110202	METAL HANDRAIL (MAG DET. 145, TYPE 4)	L.FT.	1,539	\$45.00	\$69,255.00
6016087	HEADWALL	EACH	5	\$5,000.00	\$25,000.00
608XX01	SIGNING(	L.SUM	1	\$10,000.00	\$10,000.00
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060")	L.FT.	2,932	\$0.50	\$1,466.00
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060")	L.FT.	18,952	\$0.50	\$9,476.00
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	4	\$75.00	\$300.00
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	8	\$75.00	\$600.00
8050003	SEEDING (CLASS II)	ACRE	2.4	\$3,500.00	\$8,400.00
8101016	EROSION CONTROL (ROCK MULCH)	CU.YD.	2,229	\$80.00	\$178,320.00
9020028	CHAIN LINK FENCE (C-12.20, TYPE 1, H=72 IN)	L.FT.	607	\$10.00	\$6,070.00
9050001	GUARD RAIL, W-BEAM, SINGLE FACE	L.FT.	1,415	\$20.00	\$28,300.00
9050026	GUARD RAIL TERMINAL (TANGENT TYPE)	EACH	2	\$3,000.00	\$6,000.00
9050404	GUARD RAIL TRANSITION, W-BEAM TO CONCRETE HALF BARRIER	EACH	2	\$2,500.00	\$5,000.00
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	7,522	\$20.00	\$150,440.00

CITY OF KINGMAN

ITEMIZED ESTIMATE

ALTERNATIVE 2 - PROSPECTOR STREET WEST ALIGNMENT (OVER I-40)
 Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	44,229	\$5.00	\$221,145.00
9080288	CONCRETE WHEEL CHAIR RAMP	EACH	5	\$1,500.00	\$7,500.00
9130051	RIPRAP (DUMPED) (D50=6")	CU.YD.	21	\$80.00	\$1,680.00
999X001	NEW BRIDGE (PROSECTOR STREET UNDERPASS AT I-40)	L.SUM	1	\$1,410,000.00	\$1,410,000.00
	SUBTOTAL 1				<u>\$3,914,181.00</u>
934XX01	UNIDENTIFIED ITEMS (15%)	COST	15%		\$587,127.15
	SUBTOTAL 2				<u>\$4,501,308.15</u>
209XX01	FURNISH WATER (	COST	1%		\$45,013.08
810XX01	EROSION CONTROL AND POLLUTION PREVENTION (	COST	1%		\$45,013.08
701XX01	MAINTENANCE AND PROTECTION OF TRAFFIC	COST	3%		\$135,039.24
924XX02	CONTRACTOR QUALITY CONTROL	COST	2%		\$90,026.16
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (	COST	2%		\$90,026.16
	SUBTOTAL 2				<u>\$4,906,425.88</u>
901XX01	MOBILIZATION	COST	10%		\$490,642.59
	SUBTOTAL 3				<u>\$5,397,068.47</u>
	CONSTRUCTION CONTINGENCIES	COST	5%		\$269,853.42
	CONSTRUCTION ENGINEERING	COST	14%		\$755,589.59
	CONSULTANT SERVICE (PDS)	COST	1%		\$53,970.68
	TOTAL CONSTRUCTION COST				<u>\$6,476,482.17</u>
	DESIGN ENGINEERING	COST	7%		\$453,353.75
7320714	UTILITY RELOCATION WORK (	L.SUM	1	\$5,000.00	\$5,000.00
			TOTAL PROJECT COST =		<u>\$6,934,835.92</u>

CITY OF KINGMAN

ITEMIZED ESTIMATE

ALTERNATIVE 3 - PROSPECTOR STREET WEST ALIGNMENT (UNDER I-40)
Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
2010011	CLEARING AND GRUBBING	ACRE	14	\$1,000.00	\$14,000.00
2020101	REMOVE FENCE	L.FT.	648	\$2.00	\$1,296.00
2030301	ROADWAY EXCAVATION	CU.YD.	73,666	\$5.00	\$368,330.00
2030451	CHANNEL EXCAVATION	CU.YD.	3,798	\$6.00	\$22,788.00
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	6,627	\$28.00	\$185,556.00
4040111	BITUMINOUS TACK COAT	TON	8	\$400.00	\$3,200.00
4040116	APPLY BITUMINOUS TACK COAT	HOURL	15	\$150.00	\$2,250.00
4040270	ASPHALT BINDER (PG 70-10)	TON	526	\$500.00	\$263,000.00
4060006	ASPHALTIC CONCRETE (3/4" MIX)	TON	10,521	\$40.00	\$420,840.00
4060026	MINERAL ADMIXTURE (FOR 3/4" MIX)	TON	99	\$90.00	\$8,910.00
5012924	PIPE CULVERT, 24"	L.FT.	330	\$80.00	\$26,400.00
5012930	PIPE CULVERT, 30"	L.FT.	367	\$100.00	\$36,700.00
5012936	PIPE CULVERT, 36"	L.FT.	585	\$100.00	\$58,500.00
5012942	PIPE CULVERT, 42"	L.FT.	240	\$120.00	\$28,800.00
5012948	PIPE CULVERT, 48"	L.FT.	186	\$150.00	\$27,900.00
5014024	FLARED END SECTION, 24" (C-13.25)	EACH	5	\$350.00	\$1,750.00
5014030	FLARED END SECTION, 30" (C-13.25)	EACH	6	\$400.00	\$2,400.00
5014036	FLARED END SECTION, 36" (C-13.25)	EACH	6	\$450.00	\$2,700.00
5014142	FLARED END SECTION (42") (C-13.20)	EACH	6	\$700.00	\$4,200.00
6016087	HEADWALL	EACH	6	\$5,000.00	\$30,000.00
608XX01	SIGNING(	L.SUM	1	\$10,000.00	\$10,000.00
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060")	L.FT.	1,808	\$0.50	\$904.00
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060")	L.FT.	18,873	\$0.50	\$9,436.50
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	4	\$75.00	\$300.00
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	8	\$75.00	\$600.00
8050003	SEEDING (CLASS II)	ACRE	5.0	\$3,500.00	\$17,500.00
8101016	EROSION CONTROL (ROCK MULCH)	CU.YD.	1,427	\$80.00	\$114,160.00
9020028	CHAIN LINK FENCE (C-12.20, TYPE 1, H=72 IN)	L.FT.	600	\$10.00	\$6,000.00
9050001	GUARD RAIL, W-BEAM, SINGLE FACE	L.FT.	1,413	\$20.00	\$28,260.00
9050026	GUARD RAIL TERMINAL (TANGENT TYPE)	EACH	2	\$3,000.00	\$6,000.00
9050040	GUARD RAIL, END TERMINAL ASSEMBLY	EACH	2	\$700.00	\$1,400.00
9050404	GUARD RAIL TRANSITION,W-BEAM TO CONCRETE HALF BARRIER	EACH	4	\$2,500.00	\$10,000.00
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	7,791	\$20.00	\$155,820.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	45,847	\$5.00	\$229,235.00

CITY OF KINGMAN

ITEMIZED ESTIMATE

ALTERNATIVE 3 - PROSPECTOR STREET WEST ALIGNMENT (UNDER I-40)
 Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
9080288	CONCRETE WHEEL CHAIR RAMP	EACH	5	\$1,500.00	\$7,500.00
9130051	RIPRAP (DUMPED) (D50=6")	CU.YD.	21	\$80.00	\$1,680.00
999X001	NEW BRIDGE (PROSECTOR STREET OVERPASS AT I-40)	L.SUM	1	\$1,420,000.00	\$1,420,000.00
	SUBTOTAL 1				<u>\$3,528,315.50</u>
934XX01	UNIDENTIFIED ITEMS (15%)	COST	15%		\$529,247.33
	SUBTOTAL 2				<u>\$4,057,562.83</u>
209XX01	FURNISH WATER (	COST	1%		\$40,575.63
810XX01	EROSION CONTROL AND POLLUTION PREVENTION (	COST	1%		\$40,575.63
701XX01	MAINTENANCE AND PROTECTION OF TRAFFIC	COST	5%		\$202,878.14
924XX02	CONTRACTOR QUALITY CONTROL	COST	2%		\$81,151.26
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (	COST	2%		\$81,151.26
	SUBTOTAL 2				<u>\$4,503,894.74</u>
901XX01	MOBILIZATION	COST	10%		\$450,389.47
	SUBTOTAL 3				<u>\$4,954,284.21</u>
	CONSTRUCTION CONTINGENCIES	COST	5%		\$247,714.21
	CONSTRUCTION ENGINEERING	COST	14%		\$693,599.79
	CONSULTANT SERVICE (PDS)	COST	1%		\$49,542.84
	TOTAL CONSTRUCTION COST				<u>\$5,945,141.05</u>
	DESIGN ENGINEERING	COST	7%		\$416,159.87
7320714	UTILITY RELOCATION WORK (	L.SUM	1	\$5,000.00	\$5,000.00
				TOTAL PROJECT COST =	<u>\$6,366,300.92</u>

CITY OF KINGMAN

ITEMIZED ESTIMATEALTERNATIVE 4 - PROSPECTOR STREET SECTION LINE ALIGNMENT (OVER I-40)
Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
2010011	CLEARING AND GRUBBING	ACRE	13	\$1,000.00	\$13,000.00
2020101	REMOVE FENCE	L.FT.	773	\$2.00	\$1,546.00
2030301	ROADWAY EXCAVATION	CU.YD.	4,034	\$5.00	\$20,170.00
2030451	CHANNEL EXCAVATION	CU.YD.	1,510	\$6.00	\$9,060.00
2030901	BORROW	CU.YD.	83,563	\$7.00	\$584,941.00
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	6,504	\$28.00	\$182,112.00
4040111	BITUMINOUS TACK COAT	TON	8	\$400.00	\$3,200.00
4040116	APPLY BITUMINOUS TACK COAT	HOURL	15	\$150.00	\$2,250.00
4040270	ASPHALT BINDER (PG 70-10)	TON	516	\$500.00	\$258,000.00
4060006	ASPHALTIC CONCRETE (3/4" MIX)	TON	10,325	\$40.00	\$413,000.00
4060026	MINERAL ADMIXTURE (FOR 3/4" MIX)	TON	97	\$90.00	\$8,730.00
5012924	PIPE CULVERT, 24"	L.FT.	474	\$80.00	\$37,920.00
5012930	PIPE CULVERT, 30"	L.FT.	405	\$100.00	\$40,500.00
5012936	PIPE CULVERT, 36"	L.FT.	585	\$100.00	\$58,500.00
5012942	PIPE CULVERT, 42"	L.FT.	240	\$120.00	\$28,800.00
5012948	PIPE CULVERT, 48"	L.FT.	186	\$150.00	\$27,900.00
5014024	FLARED END SECTION, 24" (C-13.25)	EACH	7	\$350.00	\$2,450.00
5014030	FLARED END SECTION, 30" (C-13.25)	EACH	6	\$400.00	\$2,400.00
5014036	FLARED END SECTION, 36" (C-13.25)	EACH	6	\$450.00	\$2,700.00
5014142	FLARED END SECTION (42") (C-13.20)	EACH	6	\$700.00	\$4,200.00
5050001	MANHOLE (C-18.10) (NO. 1) (FOR PIPES 6" TO 36")	EACH	2	\$400.00	\$800.00
6110202	METAL HANDRAIL (MAG DET. 145, TYPE 4)	L.FT.	1,517	\$45.00	\$68,265.00
6016087	HEADWALL	EACH	5	\$5,000.00	\$25,000.00
608XX01	SIGNING(	L.SUM	1	\$10,000.00	\$10,000.00
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060")	L.FT.	1,816	\$0.50	\$908.00
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060")	L.FT.	18,922	\$0.50	\$9,461.00
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	4	\$75.00	\$300.00
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	8	\$75.00	\$600.00
8050003	SEEDING (CLASS II)	ACRE	2.6	\$3,500.00	\$9,100.00
8101016	EROSION CONTROL (ROCK MULCH)	CU.YD.	2,160	\$80.00	\$172,800.00
9020028	CHAIN LINK FENCE (C-12.20, TYPE 1, H=72 IN)	L.FT.	694	\$10.00	\$6,940.00
9050001	GUARD RAIL, W-BEAM, SINGLE FACE	L.FT.	1,413	\$20.00	\$28,260.00
9050026	GUARD RAIL TERMINAL (TANGENT TYPE)	EACH	2	\$3,000.00	\$6,000.00
9050404	GUARD RAIL TRANSITION, W-BEAM TO CONCRETE HALF BARRIER	EACH	2	\$2,500.00	\$5,000.00

CITY OF KINGMAN

ITEMIZED ESTIMATE

ALTERNATIVE 4 - PROSPECTOR STREET SECTION LINE ALIGNMENT (OVER I-40)
 Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	7,521	\$20.00	\$150,420.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	44,225	\$5.00	\$221,125.00
9080288	CONCRETE WHEEL CHAIR RAMP	EACH	5	\$1,500.00	\$7,500.00
9130051	RIPRAP (DUMPED) (D50=6")	CU.YD.	23	\$80.00	\$1,840.00
999X001	NEW BRIDGE (PROSECTOR STREET UNDERPASS AT I-40)	L.SUM	1	\$1,380,000.00	\$1,380,000.00
	SUBTOTAL 1				<u>\$3,805,698.00</u>
934XX01	UNIDENTIFIED ITEMS (15%)	COST	15%		\$570,854.70
	SUBTOTAL 2				<u>\$4,376,552.70</u>
209XX01	FURNISH WATER (	COST	1%		\$43,765.53
810XX01	EROSION CONTROL AND POLLUTION PREVENTION (	COST	1%		\$43,765.53
701XX01	MAINTENANCE AND PROTECTION OF TRAFFIC	COST	3%		\$131,296.58
924XX02	CONTRACTOR QUALITY CONTROL	COST	2%		\$87,531.05
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (	COST	2%		\$87,531.05
	SUBTOTAL 2				<u>\$4,770,442.44</u>
901XX01	MOBILIZATION	COST	10%		\$477,044.24
	SUBTOTAL 3				<u>\$5,247,486.69</u>
	CONSTRUCTION CONTINGENCIES	COST	5%		\$262,374.33
	CONSTRUCTION ENGINEERING	COST	14%		\$734,648.14
	CONSULTANT SERVICE (PDS)	COST	1%		\$52,474.87
	TOTAL CONSTRUCTION COST				<u>\$6,296,984.02</u>
	DESIGN ENGINEERING	COST	7%		\$440,788.88
7320714	UTILITY RELOCATION WORK (	L.SUM	1	\$70,000.00	\$70,000.00
			TOTAL PROJECT COST =		<u>\$6,807,772.91</u>

CITY OF KINGMAN

ITEMIZED ESTIMATE

ALTERNATIVE 5 - PROSPECTOR STREET SECTION LINE ALIGNMENT (UNDER I-40)
 Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
2010011	CLEARING AND GRUBBING	ACRE	14	\$1,000.00	\$14,000.00
2020101	REMOVE FENCE	L.FT.	733	\$2.00	\$1,466.00
2030301	ROADWAY EXCAVATION	CU.YD.	75,279	\$5.00	\$376,395.00
2030451	CHANNEL EXCAVATION	CU.YD.	2,537	\$6.00	\$15,222.00
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	6,624	\$28.00	\$185,472.00
4040111	BITUMINOUS TACK COAT	TON	8	\$400.00	\$3,200.00
4040116	APPLY BITUMINOUS TACK COAT	HOURL	15	\$150.00	\$2,250.00
4040270	ASPHALT BINDER (PG 70-10)	TON	526	\$500.00	\$263,000.00
4060006	ASPHALTIC CONCRETE (3/4" MIX)	TON	10,516	\$40.00	\$420,640.00
4060026	MINERAL ADMIXTURE (FOR 3/4" MIX)	TON	99	\$90.00	\$8,910.00
5012530	STORM DRAIN PIPE, 30"	L.FT.	245	\$80.00	\$19,600.00
5012924	PIPE CULVERT, 24"	L.FT.	252	\$80.00	\$20,160.00
5012930	PIPE CULVERT, 30"	L.FT.	367	\$100.00	\$36,700.00
5012936	PIPE CULVERT, 36"	L.FT.	585	\$100.00	\$58,500.00
5012942	PIPE CULVERT, 42"	L.FT.	240	\$120.00	\$28,800.00
5012948	PIPE CULVERT, 48"	L.FT.	186	\$150.00	\$27,900.00
5014024	FLARED END SECTION, 24" (C-13.25)	EACH	5	\$350.00	\$1,750.00
5014030	FLARED END SECTION, 30" (C-13.25)	EACH	6	\$400.00	\$2,400.00
5014036	FLARED END SECTION, 36" (C-13.25)	EACH	6	\$450.00	\$2,700.00
5014142	FLARED END SECTION (42") (C-13.20)	EACH	6	\$700.00	\$4,200.00
5030141	CONCRETE CATCH BASIN (MEDIAN)	EACH	1	\$3,500.00	\$3,500.00
6016087	HEADWALL	EACH	7	\$5,000.00	\$35,000.00
608XX01	SIGNING(	L.SUM	1	\$10,000.00	\$10,000.00
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC)(0.060")	L.FT.	1,816	\$0.50	\$908.00
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC)(0.060")	L.FT.	18,916	\$0.50	\$9,458.00
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	4	\$75.00	\$300.00
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	8	\$75.00	\$600.00
8050003	SEEDING (CLASS II)	ACRE	5.0	\$3,500.00	\$17,500.00
8101016	EROSION CONTROL (ROCK MULCH)	CU.YD.	1,416	\$80.00	\$113,280.00
9020028	CHAIN LINK FENCE (C-12.20, TYPE 1, H=72 IN)	L.FT.	689	\$10.00	\$6,890.00
9050001	GUARD RAIL, W-BEAM, SINGLE FACE	L.FT.	1,413	\$20.00	\$28,260.00
9050026	GUARD RAIL TERMINAL (TANGENT TYPE)	EACH	2	\$3,000.00	\$6,000.00
9050040	GUARD RAIL, END TERMINAL ASSEMBLY	EACH	2	\$700.00	\$1,400.00
9050404	GUARD RAIL TRANSITION,W-BEAM TO CONCRETE HALF BARRIER	EACH	4	\$2,500.00	\$10,000.00

CITY OF KINGMAN

ITEMIZED ESTIMATE

ALTERNATIVE 5 - PROSPECTOR STREET SECTION LINE ALIGNMENT (UNDER I-40)
 Prospector Street Interim Roadway & Grade Separation Feasibility Study

Item No	Item Description	Unit	Quantity	Unit Price	Amount
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	7,786	\$20.00	\$155,720.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	45,817	\$5.00	\$229,085.00
9080288	CONCRETE WHEEL CHAIR RAMP	EACH	5	\$1,500.00	\$7,500.00
9130051	RIPRAP (DUMPED) (D50=6")	CU.YD.	21	\$80.00	\$1,680.00
999X001	NEW BRIDGE (PROSECTOR STREET OVERPASS AT I-40)	L.SUM	1	\$1,410,000.00	\$1,410,000.00
	SUBTOTAL 1				<u>\$3,540,346.00</u>
934XX01	UNIDENTIFIED ITEMS (15%)	COST	15%		\$531,051.90
	SUBTOTAL 2				<u>\$4,071,397.90</u>
209XX01	FURNISH WATER (	COST	1%		\$40,713.98
810XX01	EROSION CONTROL AND POLLUTION PREVENTION (	COST	1%		\$40,713.98
701XX01	MAINTENANCE AND PROTECTION OF TRAFFIC	COST	5%		\$203,569.90
924XX02	CONTRACTOR QUALITY CONTROL	COST	2%		\$81,427.96
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (	COST	2%		\$81,427.96
	SUBTOTAL 2				<u>\$4,519,251.67</u>
901XX01	MOBILIZATION	COST	10%		\$451,925.17
	SUBTOTAL 3				<u>\$4,971,176.84</u>
	CONSTRUCTION CONTINGENCIES	COST	5%		\$248,558.84
	CONSTRUCTION ENGINEERING	COST	14%		\$695,964.76
	CONSULTANT SERVICE (PDS)	COST	1%		\$49,711.77
	TOTAL CONSTRUCTION COST				<u>\$5,965,412.20</u>
	DESIGN ENGINEERING	COST	7%		\$417,578.85
7320714	UTILITY RELOCATION WORK (	L.SUM	1	\$70,000.00	\$70,000.00
			TOTAL PROJECT COST =		\$6,452,991.06



Presentation to City Council

*Feasibility Study
Prospector Street Interim Roadway
& I-40 Grade Separation*

March 15, 2016



Agenda

- Purpose & Need
- Project Limits
- Traffic Analysis Results
- Alternatives Considered
- Evaluation of Alternatives
- Recommendations

Purpose and Need

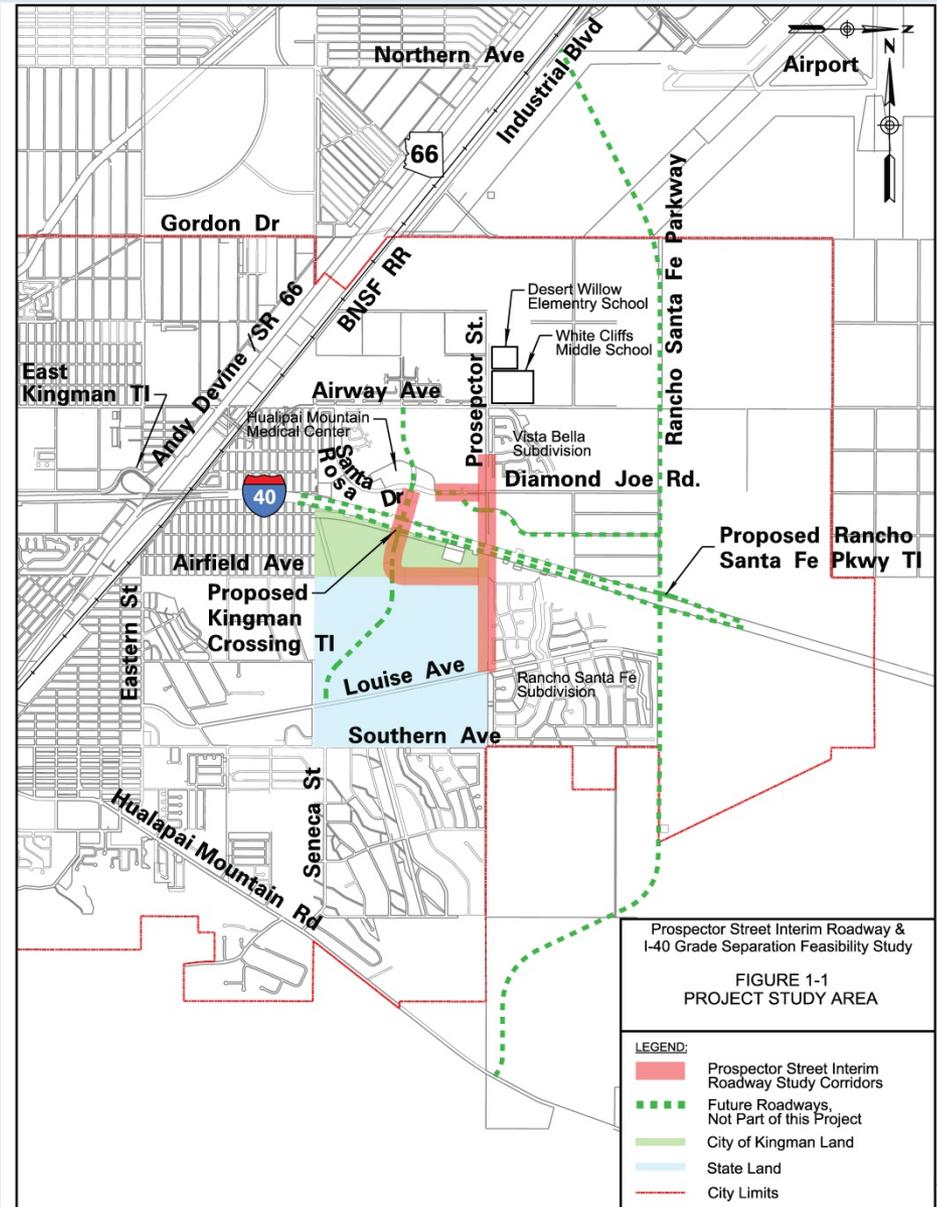
- Improve access between the lands north and south of I-40 east of the BNSF tracks
- KC TI and RSFP TI not funded and construction is time frame is unknown
- Eastern Ave currently provide the only access across I-40 requiring significant out of direction travel and travel time
- Reduce congestion at the Airway Ave & Diamond St/Yavapai St Couplet traffic signal



Feasibility Study Prospector Street Interim Roadway & I-40 Grade Separation

Project Limits

- Interim Roadway Study Corridors
 - Prospector Street Section Line Alignment
 - Proposed Kingman Crossing Blvd Alignment

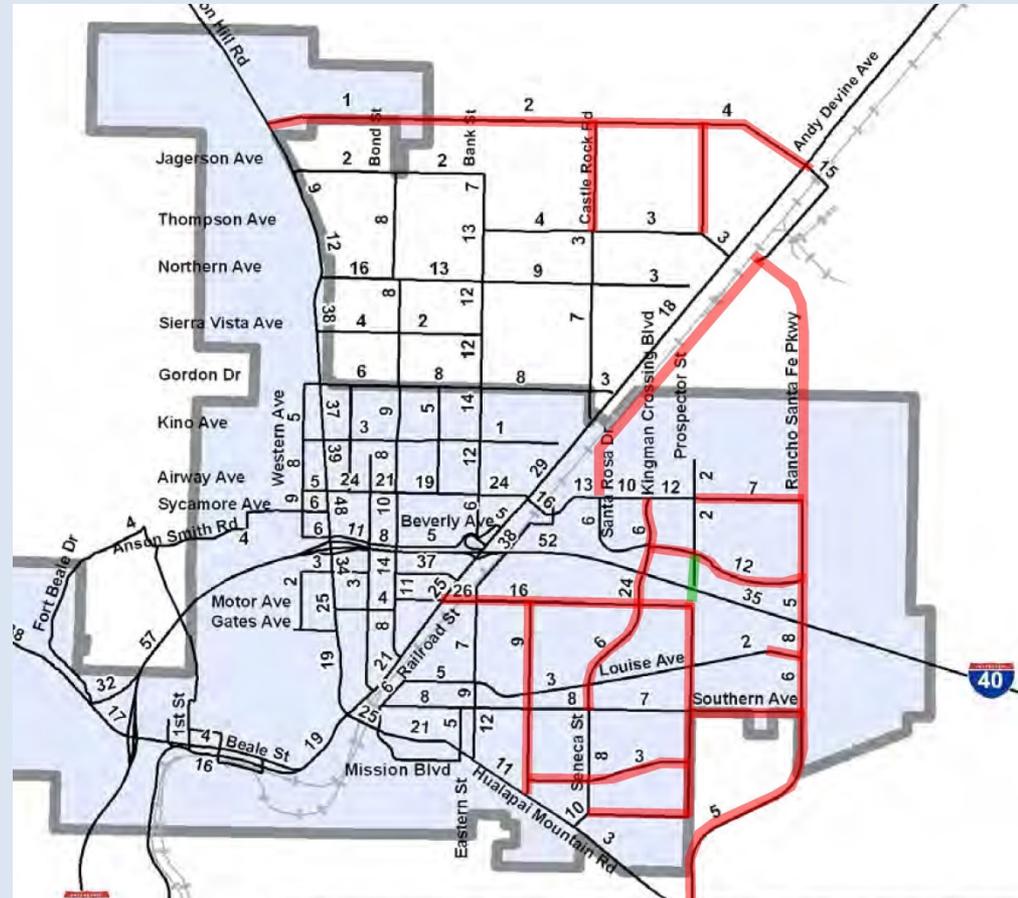


Traffic Analysis

- Determine 2030 Traffic Volumes
 - Interim Prospector Street
 - Kingman Crossing Blvd
 - Rancho Santa Fe Parkway
 - Eastern Street
- Determine LOS & Interim Lane Requirements
- Travel Time Analysis

2030 Travel Forecast Model

- Update 2011 KATS TransCAD Model
 - 2030 Existing conditions
 - 2030 Full Build
- Model Scenarios
 - No TI's @ KC & RSFP
 - KC TI + RSFP TI
 - KC TI Only
 - KC TI + RSFP TI + PGS
 - PGS Only
 - KC TI + PGS
 - RSFP TI + PGS





Feasibility Study Prospector Street Interim Roadway & I-40 Grade Separation

Summary of 2030 Daily Traffic Volumes

Scenario	Daily Two-way Roadway Volumes (1000's)				
	Airway Ave. (Between Andy Devine and Eastern)	Eastern St. (Between Airway Ave & Airfield Ave)	Kingman Crossing Blvd (N/S)*	Prospector St. (Crossing over I- 40)	Rancho Santa Fe Pkwy (N/S)*
1 – KATS Full Build (No TI's)	31.9	14.7	-	-	-
2 - KATS Full Build (KCTI & RSFP TI)	26.0	0.2	20.9 / 22.0	-	5.0 / 6.3
3 - KATS Full Build (KCTI Only)	26.3	0.2	25.7/27.1	-	-
4 - KATS Full Build (KCTI+PGS+RSFP TI)	26.0	0.2	18.1 / 19.3	3.0	4.9 / 6.2
5 - KATS Full Build (PGS only)	35.4	6.1	-	12.3	-
6 - KATS Full Build (KCTI+PGS)	26.4	0.2	20.6 / 22.4	5.3	-
7 - KATS Full Build (PGS+RSFP TI)	29.8	4.0	-	8.3	6.6 / 7.6
8 – KATS Existing Network (No TI's)	38.1	23.5	-	-	-
9 - KATS Existing Network (KCTI Only)	32.7	3.9	25.4 / 33.9	-	-
10 – KATS Existing Network (PGS only)	41.6	7.8	-	19.2	-
11 – KATS Existing Network (KCTI+PGS)	32.8	3.8	31.6 / 23.0	2.5	-

KCTI = Kingman Crossing Boulevard TI, PGS = Prospector Grade Separation, RSFP TI = Rancho Santa Fe Parkway TI
 * (N/S) = North of I-40 / South of I-40

Summary of LOS & Recommended Number of Lanes - 2030

Scenario	Eastern St		Kingman Crossing Blvd		Prospector St.		Rancho Santa Fe Pkwy	
	No. of Lanes (Prop)	LOS	No. of Lanes (Prop)	LOS	No. of Lanes (Prop)	LOS	No. of Lanes (Prop)	LOS
1 – KATS Full Build (No TI's)	2 / 4	C-D/ >C	-	-	-	-	-	-
2 - KATS Full Build (KCTI & RSFP TI)	2	>C	4	>C	-	-	2	>C
3 - KATS Full Build (KCTI Only)	2	>C	4	>C	-	-	-	-
4 - KATS Full Build (KCTI + PGS + RSFP TI)	2	>C	4	>C	2	>C	2	>C
5 - KATS Full Build (PGS only)	2	>C	-	-	2 / 4	C-D/ >C	-	-
6 - KATS Full Build (KCTI + PGS)	2	>C	4	>C	2	>C	-	-
7 - KATS Full Build (PGS + RSFP TI)	2	>C	-	-	2	>C	2	>C
8 – KATS Existing Network (No TI's)	4	C	-	-	-	-	-	-
9 – KATS Existing Network (KCTI Only)	2	>C	4	C - D	-	-	-	-
10 – KATS Existing Network (PGS only)	2	>C	-	-	4	C	-	-
11 – KATS Existing Network (KCTI + PGS)	2	>C	4	C - D	2	>C	-	-



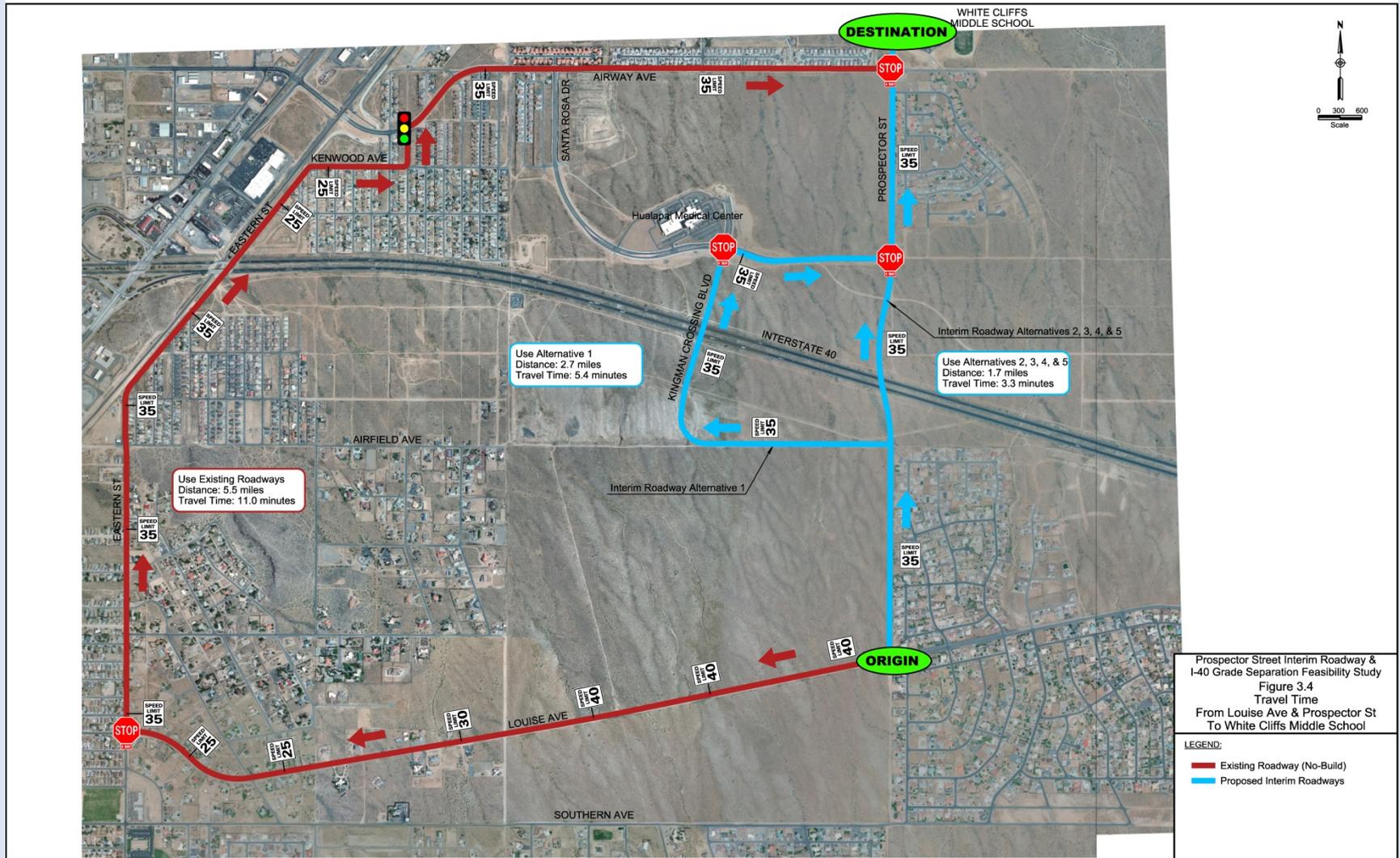
Travel Time Analysis

- Compare travel time between alternatives on three travel routes



Feasibility Study Prospector Street Interim Roadway & I-40 Grade Separation

Travel Time Analysis



Travel Time Analysis Summary

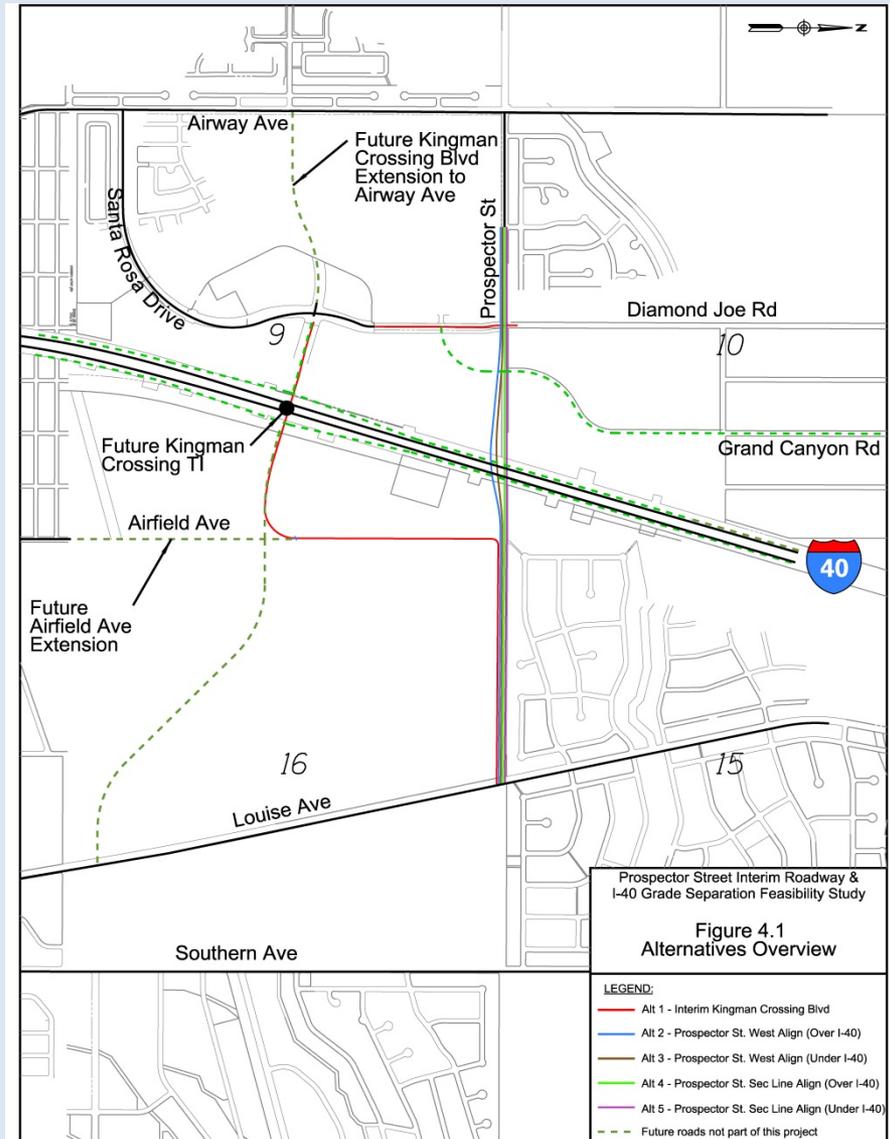
Travel Time Scenario No.	Origin	Destination	Alternative Alignment	Total Length (miles)	Total Travel Time (min)	Total Travel Time (min) (Reverse Direction)
1	Prospector St. & Louise Ave. Intersection	Prospector St. & Airway Ave. Intersection	No-Build (Louise-Eastern-Airway)	5.5	11.0	11.5
			Corridor 1 - Kingman Crossing Alignment	2.7	5.4	5.4
			Corridor 2 - Prospector Street Alignment	1.7	3.3	3.3
2	Eastern St & Louise Ave. Intersection	Prospector St. & Airway Ave. Intersection	No-Build (Louise-Eastern-Airway)	3.5	7.0	7.5
			Corridor 1 - Kingman Crossing Alignment	4.8	9.5	9.3
			Corridor 2 - Prospector Street Alignment	3.7	7.4	7.3
3	Eastern St. and Airfield Ave. Intersection	Prospector St. & Airway Ave. Intersection	No-Build (Louise-Eastern-Airway)	2.7	5.7	6.2
			Corridor 1 - Kingman Crossing Alignment	5.5	11.0	10.9
			Corridor 2 - Prospector Street Alignment	4.5	9.0	8.9

Traffic Analysis Conclusions

- Traffic is significantly reduced on Eastern St with all build scenarios
- Traffic congestion reduced at the Andy Devine/I-40 interchange with build scenarios that include new TI's on I-40
- Two-Lanes needed for Prospector Grade Separation
- Travel time significantly reduced

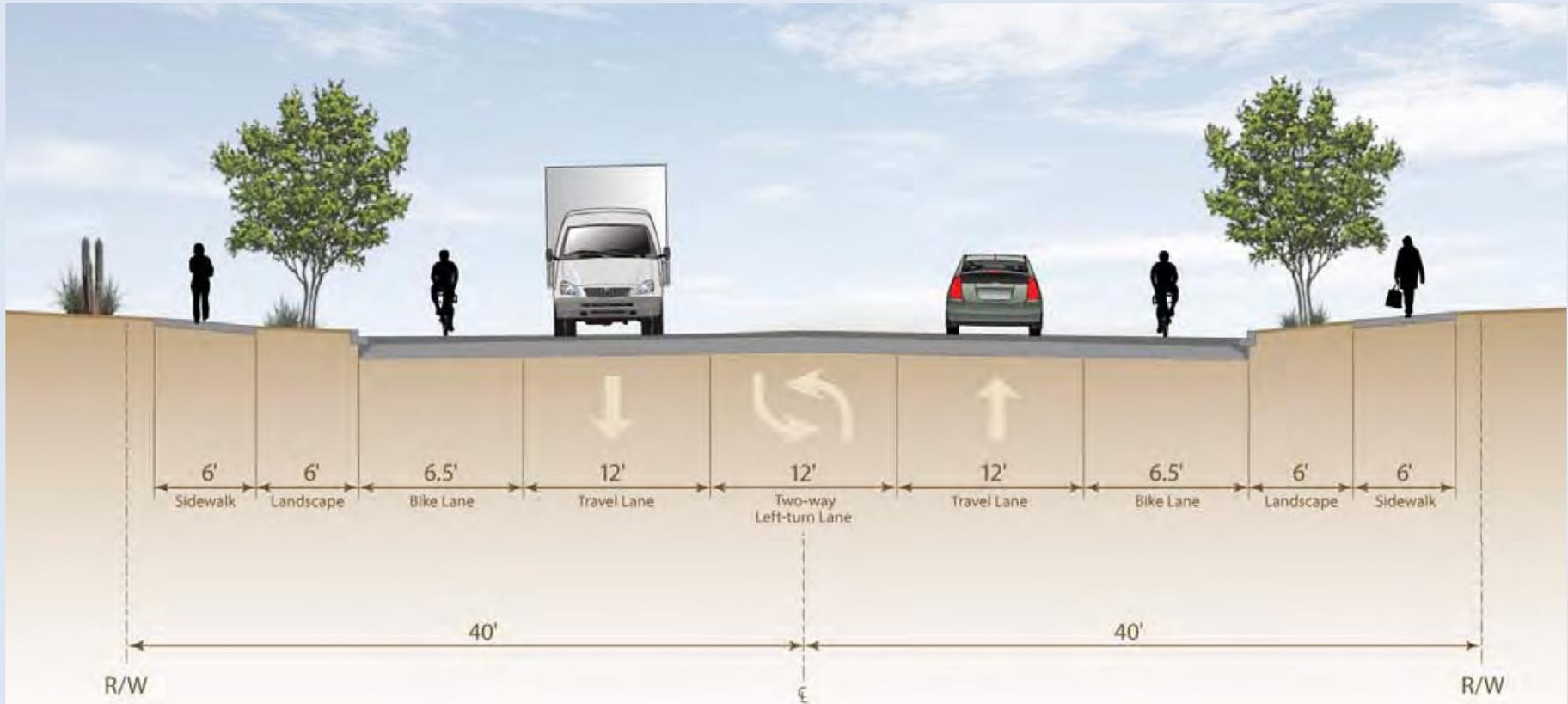
Alignment Alternatives

- Alt 1 – Kingman Crossing Alignment
- Alt 2 – Prospector Street West Alignment (Over I-40)
- Alt 3 – Prospector Street West Alignment (Under I-40)
- Alt 4 – Prospector Street Section Line Alignment (Over I-40)
- Alt 5 – Prospector Street Section Line Alignment (Under I-40)



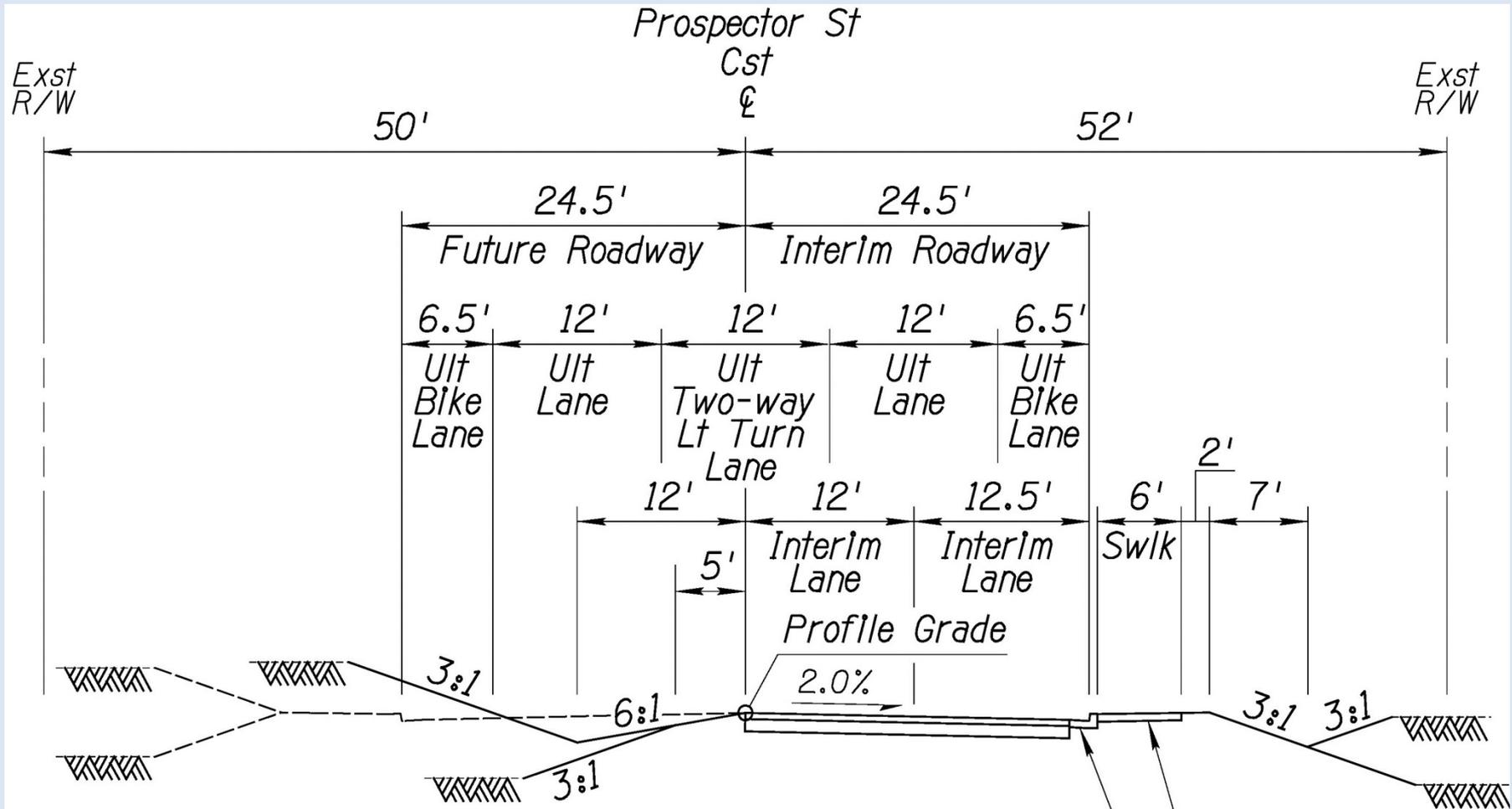


Typical Section



2-Lane Collector With Curb

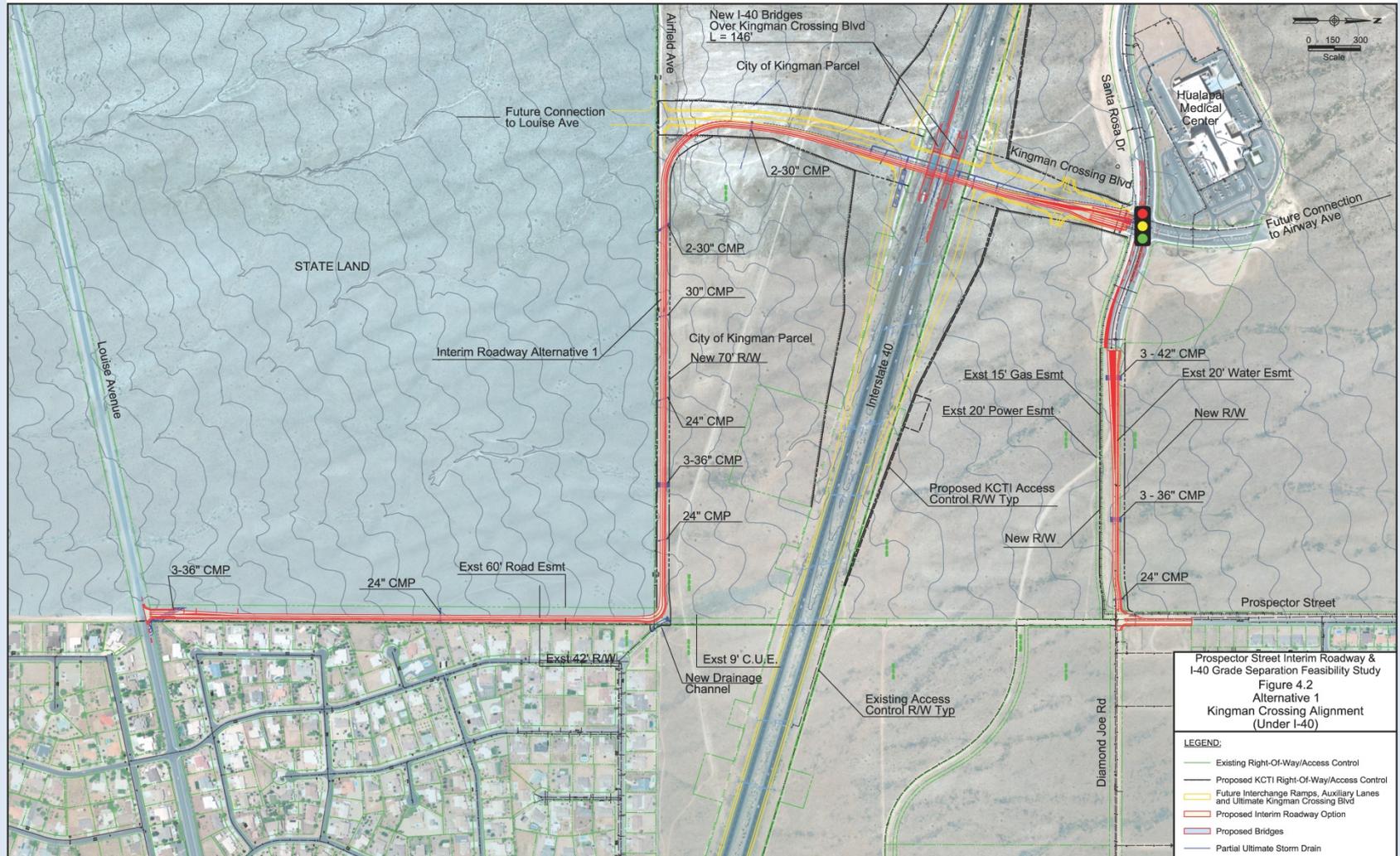
Interim Typical Section





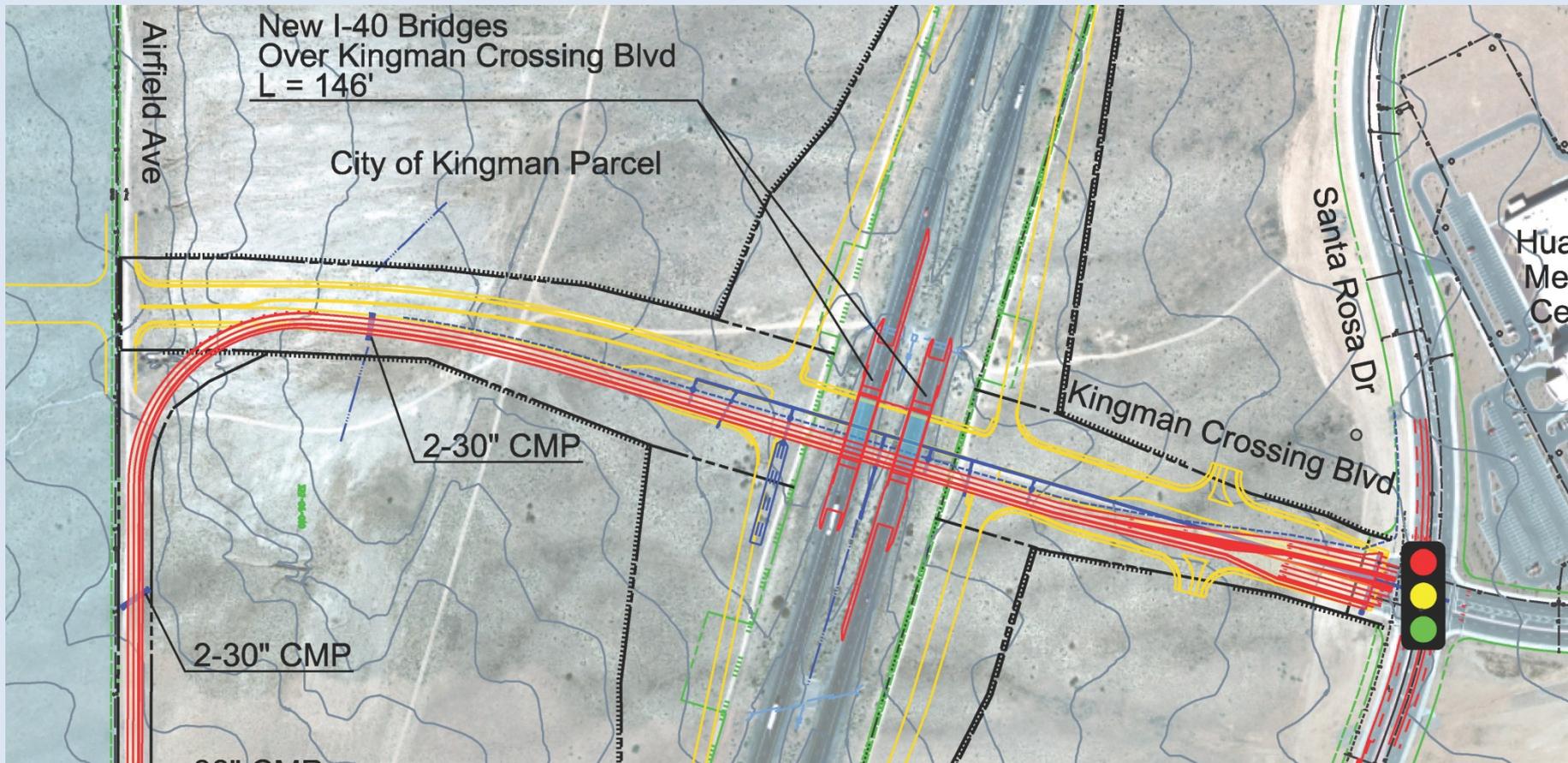
Feasibility Study Prospector Street Interim Roadway & I-40 Grade Separation

Alt 1 – Kingman Crossing Alignment





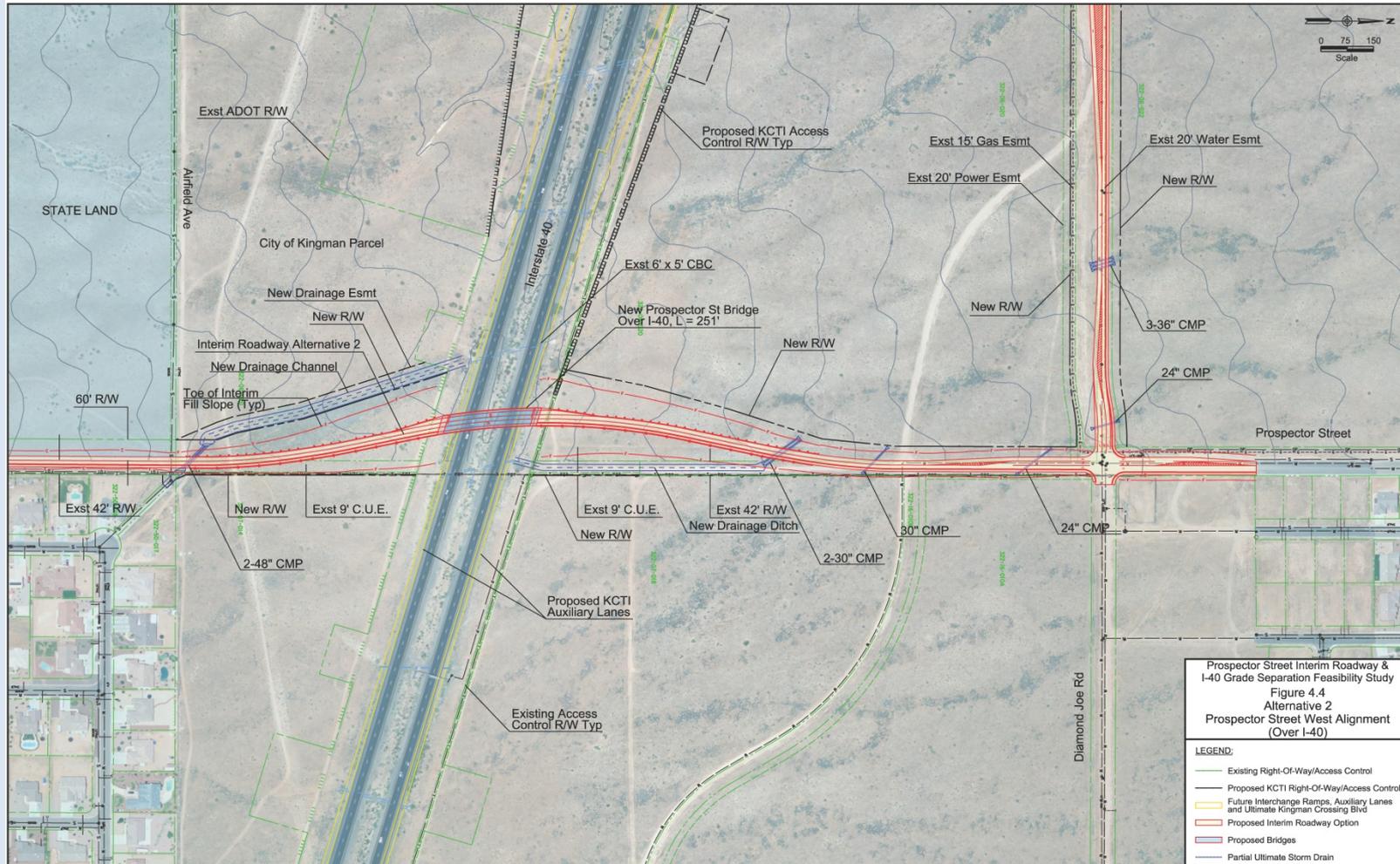
Alt 1 – Kingman Crossing Alignment





Feasibility Study Prospector Street Interim Roadway & I-40 Grade Separation

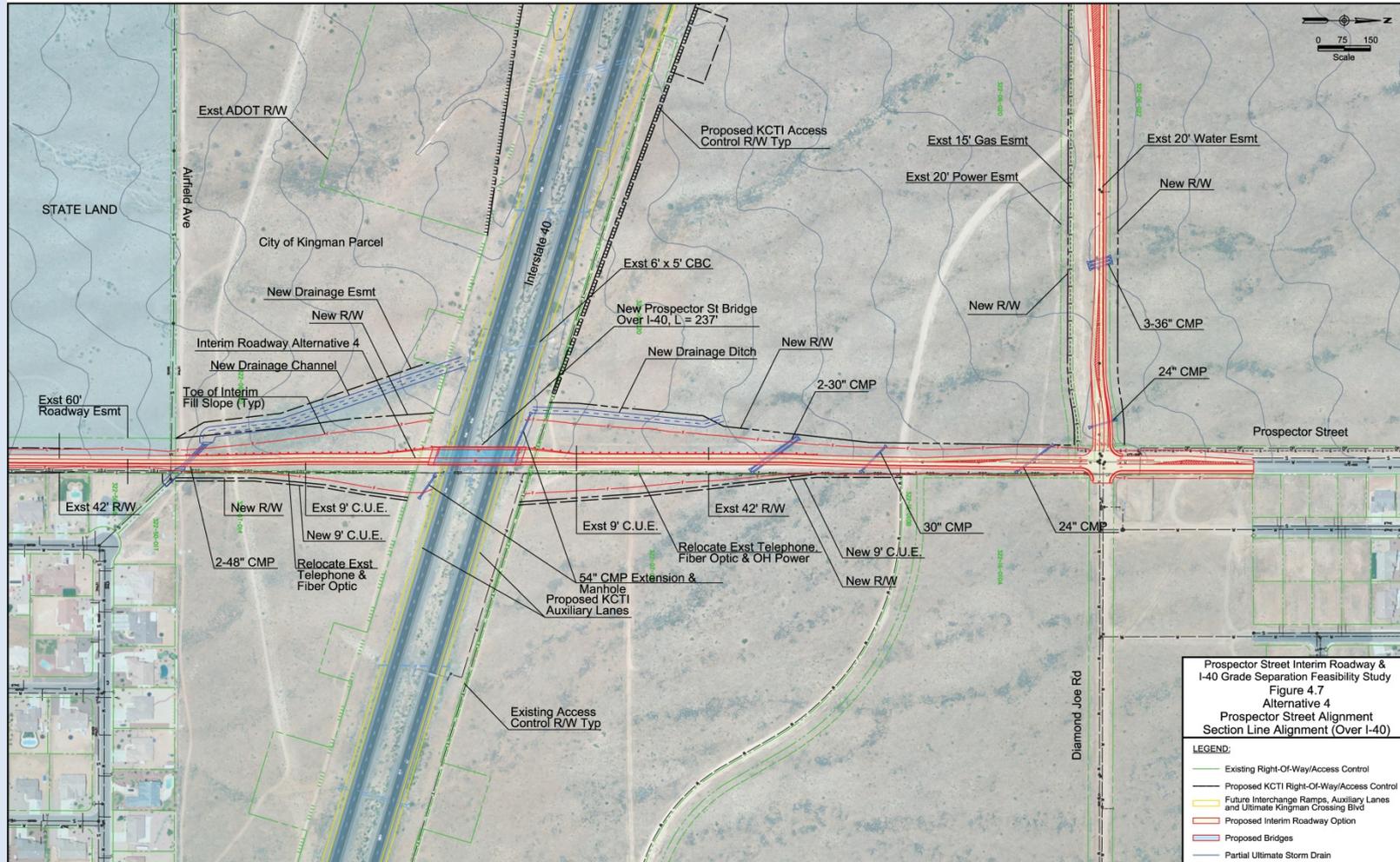
Alt 2 - Prospector Street West Alignment (Over I-40)





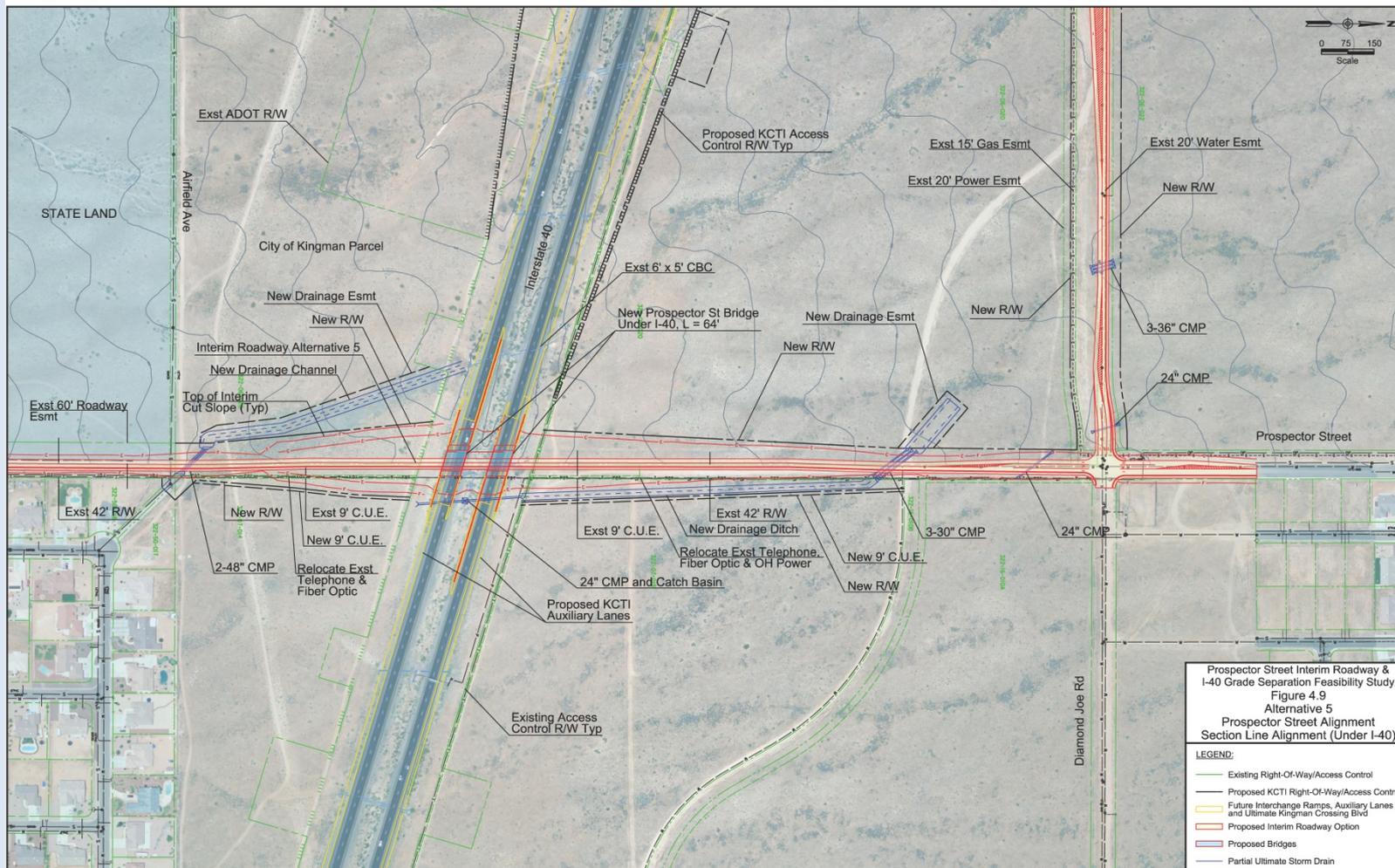
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Alt 4 - Prospector Street Section Line Alignment (Over I-40)





Alt 5 - Prospector Street Section Line Alignment (Under I-40)





Feasibility Study Prospector Street Interim Roadway & I-40 Grade Separation

Evaluation of Alternatives

EVALUATION CRITERIA	ALTERNATIVE 1 KINGMAN CROSSING ALIGNMENT (UNDER I-40)	ALTERNATIVE 2 PROSPECTOR STREET WEST ALIGNMENT (OVER I-40)	ALTERNATIVE 3 PROSPECTOR STREET WEST ALIGNMENT (UNDER I-40)	ALTERNATIVE 4 PROSPECTOR STREET SECTION LINE ALIGNMENT (OVER I-40)	ALTERNATIVE 5 PROSPECTOR STREET SECTION LINE ALIGNMENT (UNDER I-40)
Construction, Engineering and R/W Costs (2015)	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$9,075,000 Right-of-Way Cost = \$255,000 Total Project Cost = \$9,330,000 	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$6,935,000 Right-of-Way Cost = \$253,000 Total Project Cost = \$7,188,000 	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$6,375,000 Right-of-Way Cost = \$243,000 Total Project Cost = \$6,618,000 	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$6,810,000 Right-of-Way Cost = \$260,000 Total Project Cost = \$7,070,000 	<ul style="list-style-type: none"> Constr, Util & Eng. costs = \$6,460,000 Right-of-Way Cost = \$268,000 Total Project Cost = \$6,728,000
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Advantage</i>
Roadway Geometry & Safety	<ul style="list-style-type: none"> Two 90° horizontal curves, 1 meets 35 mph design criteria, the other meets 20 mph design criteria Vertical alignment meets 45 mph design criteria 	<ul style="list-style-type: none"> Three horizontal curves (R=1909') required to avoid utilities. All curves meet 45 mph design criteria. Vertical alignment meets 45 design criteria 	<ul style="list-style-type: none"> Three horizontal curves (R=3819', 3819', & 5729') required to avoid utilities. All curves meet 45 mph design criteria. Vertical alignment meets 45 design criteria 	<ul style="list-style-type: none"> No horizontal curves required. Meets 45 mph Design Speed Vertical alignment meets 45 design criteria 	<ul style="list-style-type: none"> No horizontal curves required. Meets 45 mph Design Speed Vertical alignment meets 45 design criteria
Horizontal Alignment Vertical Alignment					
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>
Earthwork Total Excavation Volume Borrow/Waste Volume Borrow/Waste Haul	<ul style="list-style-type: none"> Requires 182,000 CY of excavation to construct the undercrossing of I-40. Requires hauling off 151,000 CY of waste material. Potential waste sites include the old ADOT borrow pits on adjacent City of Kingman land Earthwork cost = \$910,000 	<ul style="list-style-type: none"> Requires 98,000 CY of borrow material to construct the roadway embankment from Louise Ave to Santa Rosa. Will require long hauls from borrow pits that are as far as 20 miles away depending on the quantity and suitability of borrow material available. Earthwork cost = \$712,000 	<ul style="list-style-type: none"> Requires 74,000 CY of excavation to construct the undercrossing of I-40. Requires hauling off 60,000 CY of waste material. Potential waste sites include the old ADOT borrow pits on adjacent City of Kingman land. Earthwork cost = \$391,000 	<ul style="list-style-type: none"> Requires 84,000 CY of borrow material to construct the roadway embankment from Louise Ave to Santa Rosa. Will require long hauls from borrow pits that are as far as 20 miles away depending on the quantity and suitability of borrow material available. Earthwork cost = \$564,000 	<ul style="list-style-type: none"> Requires 75,000 CY of excavation to construct the undercrossing of I-40. Requires hauling off 61,000 CY of waste material. Potential waste sites include the old ADOT borrow pits on adjacent City of Kingman land. Earthwork cost = \$391,000
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Advantage</i>
Traffic Operational Impacts Traffic Volumes & LOS Travel Time	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 5.4 minutes (2.7 miles) 	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 3.3 minutes (1.7 Miles) 	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 3.3 minutes(1.7 Miles) 	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 3.3 minutes(1.7 Miles) 	<ul style="list-style-type: none"> Eliminates the need for future widening of Eastern Street. Improves the traffic operations at the Airway Ave/Diamond St/Yavapai St signal Travel time between the Prospector St. & Louise Ave. Intersection and the Prospector St. & Airway Ave. Intersection = 3.3 minutes(1.7 Miles)
	<i>Net Effect: Neutral</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Advantage</i>
Structures Bridge Type Length & Deck Area	<ul style="list-style-type: none"> Structure Type: Twin Single-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 146' Structure Width: 45.17' Total Bridge area: 13,190 SF Bridge Cost: \$1,570,000 	<ul style="list-style-type: none"> Structure Type: Single Two-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 251' Structure Width: 52.33' Total Bridge area: 13,135 SF Bridge Cost: \$1,410,000 	<ul style="list-style-type: none"> Structure Type: Twin Single-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 66' Structure Width: 57.17' Total Bridge area: 7,546 SF Bridge Cost: \$1,420,000 	<ul style="list-style-type: none"> Structure Type: Single Two-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 237' Structure Width: 52.33' Total Bridge area: 12,402 SF Bridge Cost: \$1,380,000 	<ul style="list-style-type: none"> Structure Type: Twin Single-span precast-prestressed AASHTO Type VI I-girder Bridge Length: 64' Structure Width: 57.17' Total Bridge area: 7,318 SF Bridge Cost: \$1,410,000
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>

Feasibility Study

Prospector Street Interim Roadway & I-40 Grade Separation

Evaluation of Alternatives

EVALUATION CRITERIA	ALTERNATIVE 1 KINGMAN CROSSING ALIGNMENT (UNDER I-40)	ALTERNATIVE 2 PROSPECTOR STREET WEST ALIGNMENT (OVER I-40)	ALTERNATIVE 3 PROSPECTOR STREET WEST ALIGNMENT (UNDER I-40)	ALTERNATIVE 4 PROSPECTOR STREET SECTION LINE ALIGNMENT (OVER I-40)	ALTERNATIVE 5 PROSPECTOR STREET SECTION LINE ALIGNMENT (UNDER I-40)
Utility Impacts Number & Type Length of Relocation	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' 	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' 	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' 	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' Will require the relocation of the Fiber Optic & Telephone line located along the Prospector Street Section line between Airfield and future Santa Rosa Drive extension. Length = 2100' Will require the relocation of the overhead power line located along the Prospector Street Section line between I-40 and future Santa Rosa Drive extension. Length = 1100' 	<ul style="list-style-type: none"> Will require the relocation of the T1 carrier line located along the existing north I-40 right-of-way line. Length = 300' Will require the relocation of the Fiber Optic & Telephone line located along the Prospector Street Section line between Airfield and future Santa Rosa Drive extension. Length = 2100' Will require the relocation of the overhead power line located along the Prospector Street Section line between I-40 and future Santa Rosa Drive extension. Length = 1100'
	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Disadvantage</i>
Impacts to I-40	<ul style="list-style-type: none"> Given that the new EB and WB I-40 overpasses will be constructed at-grade on the existing alignments, temporary detours will be required during construction. Temporary two-lane median cross overs on I-40 will need to be constructed to maintain two-lanes in each direction on I-40 for the long term closure required to construct each bridge. 	<ul style="list-style-type: none"> Traffic can be maintained on I-40 with minimal closures. Nighttime closures of I-40 will be required to place the bridge girders. Temporary one-lane median cross overs on I-40 will need to be constructed before placing the bridge girders. Only one-lane cross overs are necessary during nighttime closures due to lower traffic volumes at night. 	<ul style="list-style-type: none"> Given that the new EB and WB I-40 overpasses will be constructed at-grade on the existing alignments, temporary detours will be required during construction. Temporary two-lane median cross overs on I-40 will need to be constructed to maintain two-lanes in each direction on I-40 for the long term closure required to construct each bridge. 	<ul style="list-style-type: none"> Traffic can be maintained on I-40 with minimal closures. Nighttime closures of I-40 will be required to place the bridge girders. Temporary one-lane median cross overs on I-40 will need to be constructed before placing the bridge girders. Only one-lane cross overs are necessary during nighttime closures due to lower traffic volumes at night. 	<ul style="list-style-type: none"> Given that the new EB and WB I-40 overpasses will be constructed at-grade on the existing alignments, temporary detours will be required during construction. Temporary two-lane median cross overs on I-40 will need to be constructed to maintain two-lanes in each direction on I-40 for the long term closure required to construct each bridge.
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Advantage</i>	<i>Net Effect: Disadvantage</i>
Drainage Floodplains Drainage Crossings	<ul style="list-style-type: none"> Grade separation and interim road improvements require 11 culvert crossings. Minimal impacts to existing drainage patterns. Requires constructing 2100' of the ultimate Kingman Crossing II storm drain system. Does not impact any I-40 cross culverts 	<ul style="list-style-type: none"> Grade separation and interim road improvements require 10 culvert crossings. Minimal impacts to existing drainage patterns. Does not impact any I-40 cross culverts 	<ul style="list-style-type: none"> Grade separation and interim road improvements require 8 culvert crossings. Requires diversion channel to maintain existing drainage patterns. Requires the extension of one culvert under I-40 	<ul style="list-style-type: none"> Grade separation and interim road improvements require 10 culvert crossings. Minimal impacts to existing drainage patterns. Does not impact any I-40 cross culverts 	<ul style="list-style-type: none"> Grade separation and interim road improvements require 8 culvert crossings. Requires diversion channel to maintain existing drainage patterns. Requires the extension of one culvert under I-40
	<i>Net Effect: Disadvantage</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>
Environmental Considerations	No known adverse impacts.	No known adverse impacts.	No known adverse impacts.	No known adverse impacts.	No known adverse impacts.
	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>	<i>Net Effect: Neutral</i>



Feasibility Study Prospector Street Interim Roadway & I-40 Grade Separation

Summary of Project Costs

Alternative	Total Construction Costs	Design Costs	Right-of-way Costs	Utility Relocation Costs	Total Project Costs
1	\$8,480,000	\$590,000	\$255,000	\$5,000	\$9,330,000
2	\$6,480,000	\$450,000	\$253,000	\$5,000	\$7,188,000
3	\$5,950,000	\$420,000	\$243,000	\$5,000	\$6,618,000
4	\$6,300,000	\$440,000	\$260,000	\$70,000	\$7,070,000
5	\$5,970,000	\$420,000	\$268,000	\$70,000	\$6,728,000

Recommendations

- Alternative 1 – Interim Kingman Crossing Blvd and Alternative 3 – Prospector St West Alignment (Under I-40) recommended for further development
 - Alternative 1 would utilize the proposed KCTI location minimizing overall construction costs and impacts to area.
 - Alternative 3 provides the lowest construction and right-of-way costs



City of
Kingman

Feasibility Study Prospector Street Interim Roadway & I-40 Grade Separation

AECOM

Questions & Answers



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Mayor Anderson and Vice-Mayor Young

MEETING DATE: March 15, 2016

AGENDA SUBJECT: Discussion on future annexation

SUMMARY:

The Mayor and Vice Mayor would like to have an open discussion with the City Council Members concerning annexation in the future. Annexation of Butler is not being proposed.

FISCAL IMPACT:

Unknown at this time.

STAFF RECOMMENDATION:

Staff recommends the discussion take place and that staff be directed to investigate the potential annexation where the Council directs.

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Dougherty, John	Approved	3/7/2016 - 12:37 PM
City Attorney	Cooper, Carl	Approved	3/7/2016 - 1:18 PM
City Manager	Dougherty, John	Approved	3/7/2016 - 12:37 PM