

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

5:30 PM

Regular Meeting AGENDA

Tuesday, June 21, 2016

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

INVOCATION

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

PLEDGE OF ALLEGIANCE

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

- 1. APPROVAL OF MINUTES**
- 2. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC**

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

- 3. CONSENT AGENDA**

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

- a. Application for Permanent Liquor License Extension of Premises/Patio Permit**

Applicant, Blake Schritter, of Black Bridge Brewery has submitted an application for a permanent extension of premises/patio permit at 421 E. Beale Street in Kingman, Arizona. **Staff recommends approval**

- b. Arizona Criminal Justice Commission Grant Award DC-17-007**

On June 7, 2016 the Arizona Criminal Justice Commission (ACJC) awarded the Kingman Police Department, on behalf of the Mohave Area General Narcotics Enforcement Team (M.A.G.N.E.T.), a grant in the amount of \$332,011.00 to fund our drug task force. Total grant funding is for \$332,011.00 with matching funds totaling \$83,003.00 required by M.A.G.N.E.T. Those matching funds will be paid from the M.A.G.N.E.T. RICO account. **Staff recommends accepting the grant and authorizing the Mayor and City Attorney to sign the grant agreement.**

- c. Application for Temporary Liquor License Extension of Premises/Patio Permit**

Applicant Diana M Caldon of Diana's Cellar Door Wine Bar has submitted a request for

a temporary liquor license extension of premises/patio permit for July 2 and July 3, 2016 at 414 E Beale Street, Kingman. **Staff recommends approval.**

d. Transfer ownership of a 2013 Hyundai Genesis sedan from the Kingman Police Department/M.A.G.N.E.T. to the Kingman Police Department

On February 26, 2016, a 2013 Hyundai Genesis (VIN# KMHHUGKJ9DU104867) was forfeited to the State of Arizona and allocated to the Kingman Police Department/M.A.G.N.E.T. The vehicle was seized for forfeiture as a result of a criminal investigation by the M.A.G.N.E.T. Task Force. The City of Kingman serves as the fiduciary for M.A.G.N.E.T. and was therefore awarded the forfeiture on behalf of the task force. The M.A.G.N.E.T. Board of Directors voted unanimously to approve a request to transfer ownership of the above listed vehicle from the task force solely to the Kingman Police Department. Upon approval of the City of Kingman Council the vehicle will be transferred to the Kingman Police Department fleet operations. **Staff recommends approval to transfer ownership of the above listed vehicle from the M.A.G.N.E.T. Task Force to the Kingman Police Department.**

e. Donation of rifle sight systems to the Kingman Police Department.

The Kingman Police Department is an active member of the Defense Logistics Agency and Defense Realization and Marketing Office (DRMO) program. The program provides new and used equipment to law enforcement agencies for reutilization. The department recently acquired seventy five (75) reflex sights for our Colt rifles. The sights enhance accuracy and marksmanship for officers during firearm use. Each reflex sight is valued at \$365.00 for a total donation of \$23,375.00 to the department. **Staff recommends authorizing the department to accept the donation and place the equipment into our asset inventory for law enforcement use.**

f. Consideration of Approval of Agreement with J.E. Fuller Hydrology & Geomorphology - ENG16-0013

Staff has been in negotiations with J.E. Fuller Hydrology & Geomorphology regarding design of certain drainage improvements throughout the City. J.E. Fuller has previously performed drainage work for both the City and County, and is qualified and able to complete the work. **Staff recommends approval of the Agreement with J.E. Fuller Hydrology & Geomorphology, and authorizing the Mayor to sign the Agreement on behalf of the City.**

g. Application for Temporary Extension of Premises/Patio Liquor License

Blake Schritter of Black Bridge Brewery has applied for a temporary extension of premises/patio permit for June 24, 2016 through July 24, 2016 at 421 E. Beale Street in Kingman. **Staff recommends approval**

h. Resolution No. 5021 approving the release of the remainder of the cash escrow assurance for Sunrise Business Park, Tract 6037 and acceptance of the subdivision improvements for city maintenance

The final plat, improvement plans, and surety for Sunrise Business Park, Tract 6037 were approved under Resolution No. 4964 on July 21, 2015. This subdivision is located along the north side of Detroit Avenue, east of Western Avenue and consists of five commercial lots on 10.74 acres. The final plat and surety in the form of a cash escrow assurance agreement in the amount of \$449,437.30 held by Pioneer Title Agency, Inc., was recorded on July 29, 2015. \$50,000 was released from the assurance on October 20, 2015 for the completion of rock excavation during grading. Another \$116,021 was released from the assurance on April 5, 2016 for the completion of curbs, gutters and sidewalks as well as utility conduit within the subdivision. Mohave

Engineering Associates, Inc., project engineer, on behalf of the property owner, Lingenfelter Family Trust, has requested the approval of the remainder of the cash escrow assurance which is \$283,416 for the completion of the rest of the subdivision improvements. **Staff recommends approval.**

i. Proposed Resolution No. 5022 approving a revised property escrow assurance agreement for Hualapai Foothill Estates, Tract 3003-G

The final plat, improvement plans, and property escrow assurance agreement for Hualapai Foothill Estates, Tract 3003-G were approved under Resolution No. 4391 on February 5, 2007. This subdivision is located along the north side of Cheyenne Avenue, east of Omaha Drive and west of Cherokee Street. The subdivision consists of 43 single family residential lots on 66.75 acres. **Staff recommends approval.**

4. OLD BUSINESS

a. Palo Christi School update

Vice Mayor Young has requested an agenda item for staff to update the Council concerning the proposal to purchase Palo Christi School.

b. Consideration of Adoption of the Council Handbook

The Council directed staff to develop a Council Handbook. The staff has completed the included version for comment or adoption. **Council discretion.**

c. Resolution No. 5023 - Call of Election for a Ballot Question to Seek Voter Approval for the Sale of City Owned Property

At the June 7, 2016, Regular Meeting the Council directed staff to return with a resolution to send a ballot question to the voters regarding the sale of approximately 151.6 acres of city-owned property known as "Kingman Crossing". If approved, Resolution No. 5023 will send this question to the voters at the November 8, 2016, General Election. **Council discretion.**

d. Ignite Marketing Agreement

City staff has met with representatives of Ignite to discuss the marketing agreement. An agreement has been drafted for Council review, discussion, and action if desired. It is the City Attorney's recommendation that the City Council direct staff to issue an RFP for marketing services. This would more closely follow the procurement process. It would allow staff and Council to evaluate multiple proposals. Ignite indicated that they would submit a proposal pursuant to an RFP process if the Council went in that direction. **City Staff recommends the Council direct staff to issue an RFP for Tourism Marketing. Council's discretion.**

5. NEW BUSINESS

a. Golf Course Advisory Commission merger with Parks and Recreation Commission

At the May 9th Common Council Budget Work Session, Mayor Anderson recommended merging the Parks and Recreation Advisory Commission with the Golf Course Advisory Commission. All Council members present supported bringing this back for Council action at a future meeting. This was on the Agenda for the May 18th meeting of the Golf Course Advisory Commission; there was discussion about the possibility of combining the Golf Course Advisory Commission with the Park and Recreation Commission. A motion was made to recommend that Council reject the proposal to combine the two commissions. The Motion passed 4-0. **Council direction.**

b. Resolution No. 5015 - Adoption of Fiscal Year 2016-2017 Tentative Budget

The tentative budget sets a ceiling on appropriations. This essentially means the final budget adopted July 19, 2016 can meet but not exceed the amounts adopted with this resolution. The tentative budget is within the state expenditure limitation as modified by the home rule option. The tentative budget as presented includes changes recommended at the budget work session on May 9, 2016 and at the special subcommittee meeting on May 18, 2016. **Staff recommends Council adopt Resolution 5015 thereby adopting the City's tentative budget for fiscal year 2016-2017.**

c. Resolution No. 5024 - Revised IGA with Mohave County for administration of animal shelter

The City and Mohave County have an Intergovernmental Agreement that the County will administer the City's program for licensing, impoundment and adoption of dogs and certain animals within the City. The contract can be modified with 90 days notice. On March 21, 2016 the Mohave County Board of Supervisors authorized County Administrator Hendrix to send a request to modify the IGA and delete any reference to the County or Contractor administering the City's animal licensing program. **Staff recommends approval.**

d. Consideration of Resolution No. 5020, approving a cash payment street deferral for a portion of Broadway Avenue

Hill Family Investments (66 Auto Sales) owns a parcel adjacent to their existing auto sales lot. The property is located at 1955 E. Andy Devine Avenue and the rear of the subject property abuts Broadway Avenue. A building permit to remodel an existing building on the property has been issued. Broadway Avenue is improved with asphalt paving only with no curb, gutter or sidewalk. Because the proposed construction will exceed \$20,000, the Street Policy requires that the street improvements to be completed on Broadway. Mike Hill, applicant, sent a letter requesting a non-cash payment street improvement deferral. The scope of the required improvements would be a section, 50-foot in length, with roll curb, gutter, a four-foot wide sidewalk thickened at the driveway, and asphalt paving. The City Engineering Department's opinion of probable cost of these improvements is \$5,017.00. If a cash payment deferral is approved, the city will receive \$5,017.00 that may be used to complete future improvements on this street. **Staff recommends approval of Resolution No. 5020.**

6. REPORTS

a. Fair Labor Standards Act Changes

The purpose of this report is to discuss the changes recently announced to the Fair Labor Standards Act (FLSA) and their impact on the City of Kingman.

b. Report Regarding City-owned Property

Council had requested information on city owned properties. Staff has updated the city property list and maps, and will present to Council.

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

8. EXECUTIVE SESSION

a. Legal Action Regarding Diane Richards and Heinfeld & Meech

The City Attorney is requesting that the Council go into executive session to discuss

legal options to recover the City's losses because of the action of Diane Richards and Heinfeld & Meech. The Council may go into executive session pursuant to ARS 38-431.03(A)(4).

ADJOURNMENT



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: City Clerk

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Application for Permanent Liquor License Extension of Premises/Patio Permit

SUMMARY:

Applicant, Blake Schritter, of Black Bridge Brewery has submitted an application for a permanent extension of premises/patio permit at 421 E. Beale Street in Kingman, Arizona.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Application for Permanent Liquor License Extension of Premises/Patio Permit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	6/7/2016 - 6:54 PM
City Attorney	Cooper, Carl	Approved	6/7/2016 - 6:57 PM
City Manager	Dougherty, John	Approved	6/8/2016 - 7:22 PM



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

DLLC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premise****

Permanent change of area of service. **A non-refundable \$50. Fee will apply.** Specific purpose for change:
Extend to the rear of the property for our "beer garden" area of the brewery.

Temporary change (**No Fee**) for date(s) of: ___/___/___ through ___/___/___ list specific purpose for change:

Licensee's Name: Schritter Blake License#: 03083006
Last First Middle

Mailing address: 421 E Beale Street Kingman AZ 86401
Street City State Zip Code

Business Name: Black Bridge Brewery

Business Address: 421 E Beale Street Kingman AZ 86401
Street City State Zip Code

Email Address: Blackbridgebrewery@gmail.com

Business Phone Number: 928-377-3618 Contact Phone Number: 928- [REDACTED]

Is extension of premises/patio complete?

N/A Yes No If no, what is your estimated completion date? ___/___/___

Do you understand Arizona Liquor Laws and Regulations?

Yes No

Does this extension bring your premises within 300 feet of a church or school?

Yes No

Have you received approved Liquor Law Training?

Yes No

What security precautions will be taken to prevent liquor violations in the extended area? 6' chain link fencing
with "no alcohol beyond this point" signs at both gates

IMPORTANT: Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area lined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

Approval Disapproval by **DLIC**: _____ Date: ____/____/____

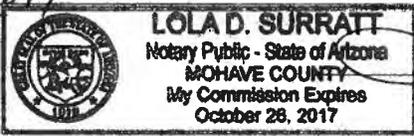
Notary

I, (Print Full Name) Timothy Blake Schritter, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) *Tim Schritter* Controlling Person / Agent State of Arizona County of Mohave
the foregoing instrument was acknowledged before me this

6th of June 2016
Day Month Year

My commission expires on: OCT. 26, 2017



Lola D. Surratt
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is recommended by the local Board of Supervisors, City Council or Designate:

Authorized Signature	Title	Agency	Date

DLIC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

Gate #1

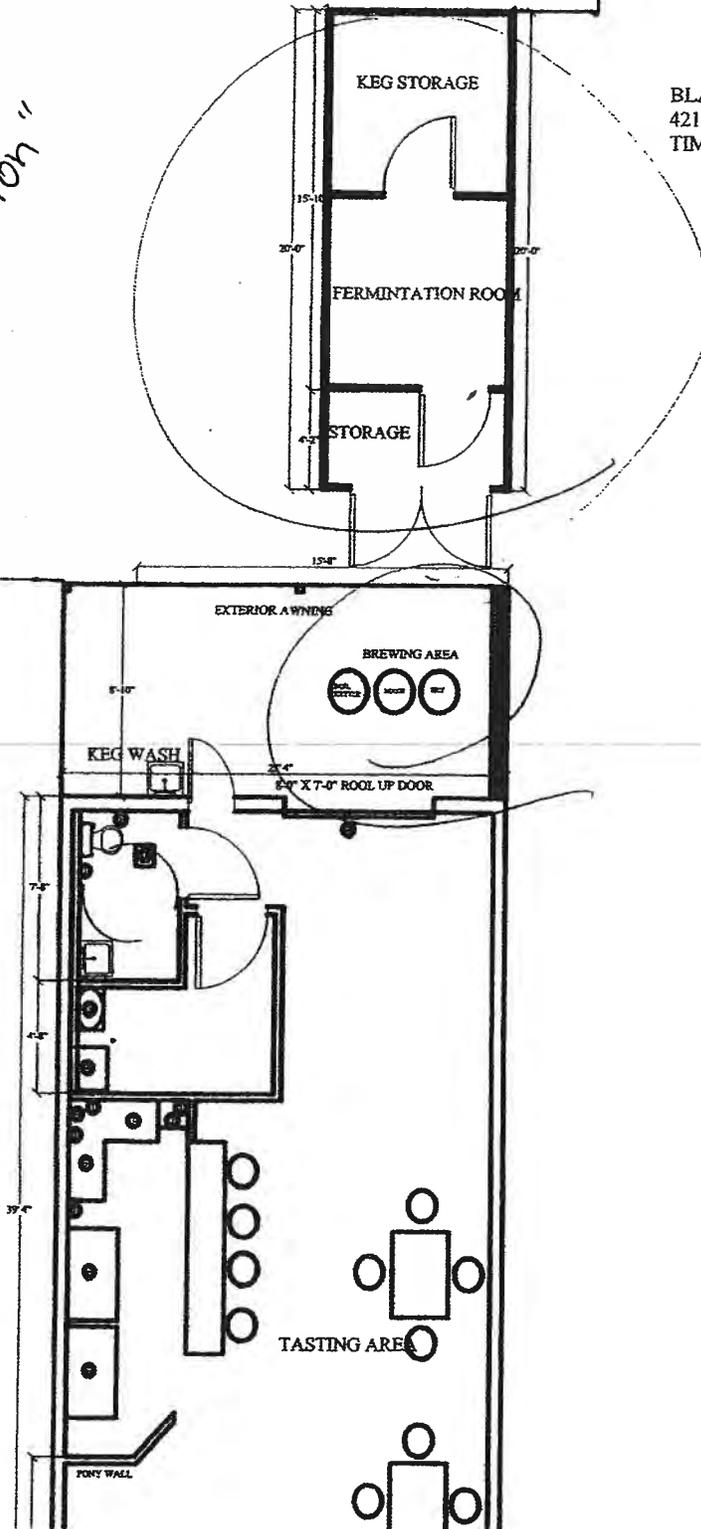
Gate #2

"Extension"

BLACK BRIDGE BREWERY
421 E BEALE
TIM SCHRITTER OWNER

Sirens Cafe

937 4" TOTAL SQUARE FEET
UNDER TRUSS



13 MAR 18 11:47 AM '13



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Chief Robert J. DeVries

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Arizona Criminal Justice Commission Grant Award DC-17-007

SUMMARY:

On June 7, 2016 the Arizona Criminal Justice Commission (ACJC) awarded the Kingman Police Department, on behalf of the Mohave Area General Narcotics Enforcement Team (M.A.G.N.E.T.), a grant in the amount of \$332,011.00 to fund our drug task force. Total grant funding is for \$332,011.00 with matching funds totaling \$83,003.00 required by M.A.G.N.E.T. Those matching funds will be paid from the M.A.G.N.E.T. RICO account.

M.A.G.N.E.T. is comprised of officers from the Kingman Police Department, Bullhead City Police Department, Lake Havasu City Police Department, Mohave County Sheriff's Office and the Arizona Department of Public Safety along with staff from the Mohave County Attorney's Office. M.A.G.N.E.T. has been in operation since 1987 with the Kingman Police Department serving as the lead agency and the City of Kingman as the fiduciary.

FISCAL IMPACT:

None, matching funds will be covered through the M.A.G.N.E.T. RICO account.

STAFF RECOMMENDATION:

Staff recommends accepting the grant and authorizing the Mayor and City Attorney to sign the grant agreement.

ATTACHMENTS:

Description

ACJC Grug, Gang and Violent Crime Control (DGVCC) FY2017 Cycle 30 Award, DC-17-007

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	DeVries, Robert	Approved	6/7/2016 - 4:47 PM
City Attorney	Cooper, Carl	Approved	6/7/2016 - 6:59 PM
City Manager	Dougherty, John	Approved	6/8/2016 - 7:24 PM



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-17-007

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 7th day of June, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and CITY OF KINGMAN, through KINGMAN POLICE DEPARTMENT hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Kingman Police Department
 2730 E. Andy Devine Ave.
 Kingman, Arizona 86401
 Attn: **Chief Robert DeVries**

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$51,233.00
Fringe Benefits (for salaries/overtime)*	\$31,662.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	\$249,116.00
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$332,011.00
Positions Funded:	
Kingman PD Detective (1.00 FTE), Bullhead City PD Detective (1.00 FTE), Lake Havasu PD Detective (1.00 FTE), Mohave County SO (0.75 FTE)	
Equipment Type: NOT APPROVED	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$136,125.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$112,883.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$83,003.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and

providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary

payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim

processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
39. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
40. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
41. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf
42. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
43. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
44. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>

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45. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
46. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2014-DJ-BX-1020 and 2015-DJ-BX-1070 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
51. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
- "Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

53. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

54. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

55. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

56. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>

57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all

schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

58. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

59. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
60. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
61. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

62. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
63. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
64. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

65. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
66. GRANTEE acknowledges 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. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
67. GRANTEE certifies that no federal funds will be paid, by or on behalf of, 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 any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
68. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
69. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
70. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
71. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
72. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
73. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

74. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
75. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
76. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
77. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
**DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
3. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
4. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
5. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
6. GRANTEE agrees to the completion of the Budget Detail Worksheet reflecting the overall budget within 45 days of award.
7. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
8. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
9. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdog.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
10. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g).

Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

11. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
12. Grant funds shall be used to reduce drug crimes in support of the Arizona 2016-2019 Drug, Gang, and Violent Crime Control State Strategy.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director
Arizona Criminal Justice Commission

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council
FROM: City Clerk
MEETING DATE: June 21, 2016
AGENDA SUBJECT: Application for Temporary Liquor License Extension of Premises/Patio Permit

SUMMARY:

Applicant Diana M Caldon of Diana's Cellar Door Wine Bar has submitted an application for a temporary extension of premises/patio permit for July 2, 2016 and July 3, 2016 at 414 E. Beale Street in Kingman.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Application for Temporary Liquor License Extension of Premises/Patio Permit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	6/7/2016 - 6:55 PM
City Attorney	Cooper, Carl	Approved	6/7/2016 - 6:58 PM
City Manager	Dougherty, John	Approved	6/8/2016 - 7:23 PM



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

DLLC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premise****

Permanent change of area of service. **A non-refundable \$50. Fee will apply.** Specific purpose for change:

Temporary change (**No Fee**) for date(s) of: 07/02/16 through 07/03/16 list specific purpose for change:

Licensee's Name: Caldon Diana Marie License #: 07080017
Last First Middle

Mailing address: 414 E Beale Street Kingman AZ 86401
Street City State Zip Code

Business Name: Diana's Cellar Door Wine Bar

Business Address: 414 E Beale Street Kingman AZ 86401
Street City State Zip Code

Email Address: dianascellardoor@gmail.com

Business Phone Number: 928-753-3885 Contact Phone Number: 928-██████████

Is extension of premises/patio complete?

N/A Yes No If no, what is your estimated completion date? 07/02/16

Do you understand Arizona Liquor Laws and Regulations?

Yes No

Does this extension bring your premises within 300 feet of a church or school?

Yes No

1. Have you received approved Liquor Law Training?

Yes No

2. What security precautions will be taken to prevent liquor violations in the extended area? Temporary fencing will be constructed to contain alcohol from leaving the temporary extension, "no alcohol beyond this point" signs will be placed

IMPORTANT: Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

Approval Disapproval by DLLC: _____ Date: ____/____/____

Notary

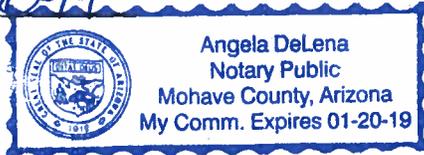
I, (Print Full Name) Diana Marie Caldon hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) *D Caldon*
Controlling Person / Agent

State of AZ County of Mohave
the foregoing instrument was acknowledged before me this

7 of June 2016
Day Month Year

My commission expires on: 1-20-19



Angela DeLena
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is recommended by the local Board of Supervisors, City Council or Designate:

Authorized Signature Title Agency Date

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

"EXTENSION"

STREET (DIAGONAL PARKING)

54'-2"

6'

PATIO

(S)

Entrance/EXIT

Capacity 49

COUNTER

WINE RACKS

Wine storage & display

22'

Seating for 49

38'

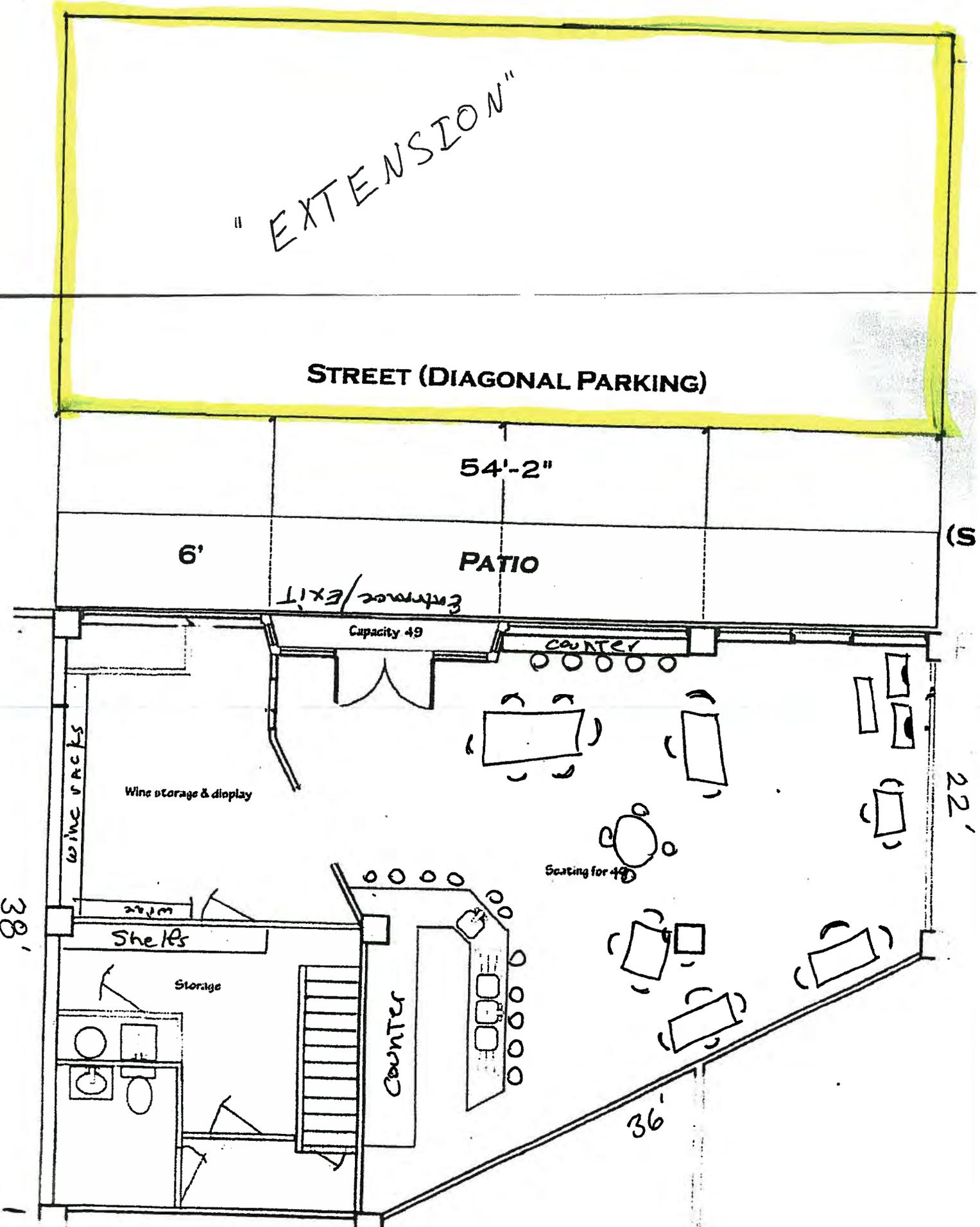
Wine

Shelves

Storage

COUNTER

36'





**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Chief Robert J. DeVries

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Transfer ownership of a 2013 Hyundai Genesis sedan from the Kingman Police Department/M.A.G.N.E.T. to the Kingman Police Department

SUMMARY:

On February 26, 2016, a 2013 Hyundai Genesis (VIN# KMHHUGKJ9DU104867) was forfeited to the State of Arizona and allocated to the Kingman Police Department/M.A.G.N.E.T. The vehicle was seized for forfeiture as a result of a criminal investigation by the M.A.G.N.E.T. Task Force. The City of Kingman serves as the fiduciary for M.A.G.N.E.T. and was therefore awarded the forfeiture on behalf of the task force.

The M.A.G.N.E.T. Board of Directors voted unanimously to approve a request to transfer ownership of the above listed vehicle from the task force solely to the Kingman Police Department. Upon approval of the City of Kingman Council the vehicle will be transferred to the Kingman Police Department fleet operations.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval to transfer ownership of the above listed vehicle from the M.A.G.N.E.T. Task Force to the Kingman Police Department.

ATTACHMENTS:

Description

Copy of the Order of Forfeiture CV-2015-0268

Copy of the title to the 2013 Hyundai Genesis, VIN # KMHHUGKJ9DU104867

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	DeVries, Robert	Approved	6/8/2016 - 6:20 PM
City Attorney	Cooper, Carl	Approved	6/8/2016 - 7:35 PM
City Manager	Dougherty, John	Approved	6/8/2016 - 8:40 PM

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FILED
TIME 3:00 PM
FEB 23 2015
CLERK OF SUPERIOR COURT
MOHAVE COUNTY ARIZONA

IN THE SUPERIOR COURT DIVISION 1 PRECINCT
COUNTY OF MOHAVE, STATE OF ARIZONA

IN THE MATTER OF

No.: CV-2015-0268

\$1,148.00 U.S. CURRENCY;
2013 HYUNDAI GENESIS
VIN # KMHHUGKJ9DU104867;
DOUBLE BARREL SHOTGUN #16888;
HARRINGTON & RICHARDSON
SHOTGUN #AZ595352;
HARRINGTON & RICHARDSON 22
CALIBER BOLT RIFLE #27725;
AMCO REVOLVER 22 CAL #BB25942;
DAVIS INDUSTRIES 32 CALIBER
PISTOL #P086641

ORDER OF FORFEITURE

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

17

FINDINGS OF FACT AND CONCLUSION OF LAW

18
19

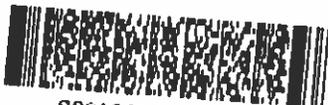
The above-captioned property is within the jurisdiction of the Justice Court, having been seized within the State.

20
21

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

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



S8015CV201500268

Huss/15-CVFF-0010

1 The property or interest constitutes either proceeds of racketeering conduct or
2 instruments, securities, property and/or other things of value used or intended to be
3 used in any manner or part to facilitate the commission of conduct described in A.R.S.
4 §§ 13-2314 and 13-3413.

5 The aforementioned probable cause satisfies the Court that forfeiture pursuant to
6 A.R.S. §§ 13-2314 and 13-4313, is authorized as to the property.

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

11 IT IS HEREBY ORDERED:

12 1. The property listed hereto **\$1,148.00 U.S. CURRENCY;**
13 **2013 HYUNDAI GENESIS VIN # KMHHUGKJ9DU104867; DOUBLE BARREL**
14 **HOTGUN #16888; HARRINGTON & RICHARDSON SHOTGUN #AZ595352;**
15 **HARRINGTON & RICHARDSON 22 CALIBER BOLT RIFLE #27725; AMCO**
16 **REVOLVER 22 CAL #BB25942; DAVIS INDUSTRIES 32 CALIBER PISTOL**
17 **#P086641**, is forfeited to the State of Arizona and allocated to the KINGMAN POLICE
18 DEPARTMENT/M.A.G.N.E.T. The State has clear title, which vested in the State on the
19 commission of the act or omission giving rise to forfeiture. The attorney for the State
20 may transfer good and sufficient title to any subsequent purchaser or transferee, and
21 the title shall be recognized by all courts, by this State and by all departments and
22 agencies of the State and any political subdivision.

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

1 The Court has determined that there is no just reason for delay and it is therefore
2 directed that judgment as provided here in shall be entered forthwith.

3 DATED this 26th day of February, 2016.

4 
5 ~~JUSTICE OF THE PEACE~~
6 SUPERIOR COURT JUDGE

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14
15 A copy of the foregoing
16 Sent this same date to:

17 JEREMY L. HUSS
18 DEPUTY COUNTY ATTORNEY

19 MORRIS LEE BOWIE
20 1676 Talc Road
21 Bullhead City, AZ 86442
22 Bad address

23 By _____

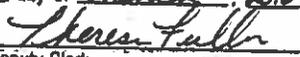
24 STATE OF ARIZONA } SS.
25 COUNTY OF MOHAVE }

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

Bowie/CV-2015-0268

Huss/15-CVFF-0010

WITNESS my hand and seal of said Court this
8th day of March, 2016


Clerk/Deputy Clerk

ARIZONA CERTIFICATE OF TITLE



Motor Vehicle Division
48-7200 R08/15 azdot.gov

Inventory Control

36218238

Vehicle Identification Number	Year	Make	Model	Body Style
KMHU6KJ9DU104867	2013	HYUN	GENES	3DHB
First Registered	List Price	Mobile Home Manufacturer	Unit Number	
08/2013	032000			

CITY OF KINGMAN POLICE DEPT
2730 E ANDY DEVINE AVE
KINGMAN AZ 86401-4806

Title Number	Issue Date	Film Number	Odometer Reading (no tenths) *
J051016085034	03252016	R085J05113	0055587 A
Previous Title Number	State	Issue Date	Previous Film Number
FORFEITURE	AZ	07292013	DMS

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

Arizona Brands

Previous Brand	State	Previous Brand	State	Previous Brand	State	Other States With Brands
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Owners/Lessees
CITY OF KINGMAN POLICE DEPT

Lienholder(s) as of the print date (Additional liens may exist. Check Lien Motor Vehicle Inquiry on <http://services.arizona.com> to find all current liens.)

LIEN RELEASE

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

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Chief Robert J. DeVries

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Donation of rifle sight systems to the Kingman Police Department.

SUMMARY:

The Kingman Police Department is an active member of the Defense Logistics Agency and Defense Realization and Marketing Office (DRMO) program. The program provides new and used equipment to law enforcement agencies for reutilization.

The department recently acquired seventy five (75) reflex sights for our Colt rifles. The sights enhance accuracy and marksmanship for officers during firearm use. Each reflex sight is valued at \$365.00 for a total donation of \$23,375.00 to the department.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends authorizing the department to accept the donation and place the equipment into our asset inventory for law enforcement use.

REVIEWERS:

Department	Reviewer	Action	Date
Police Department	DeVries, Robert	Approved	6/8/2016 - 6:31 PM
City Attorney	Cooper, Carl	Approved	6/8/2016 - 7:34 PM
City Manager	Dougherty, John	Approved	6/8/2016 - 7:27 PM



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Engineering Services

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Consideration of Approval of Agreement with J.E. Fuller Hydrology & Geomorphology - ENG16-0013

SUMMARY:

Staff has been in negotiations with J.E. Fuller Hydrology & Geomorphology regarding design of certain drainage improvements throughout the City. The lump sum agreement will provide for design of the following CIP projects:

1. Sycamore Avenue Storm Drain
2. Gates Avenue/Golden Gate Drainage Improvements
3. Fairgrounds Boulevard Street/Storm Drain Improvements
4. Eighth Street Underpass Improvements

J.E. Fuller has previously performed drainage work for both the City and County, and is qualified and able to complete the work. Staff recommends approval of the professional services agreement with J.E. Fuller Hydrology and Geomorphology.

FISCAL IMPACT:

The lump sum agreement in the amount of \$ 223,422.00 will be paid from Flood Control Funds.

STAFF RECOMMENDATION:

Staff recommends approval of the Agreement with J.E. Fuller Hydrology & Geomorphology, and authorizing the Mayor to sign the Agreement on behalf of the City.

ATTACHMENTS:

Description

ENG16-0013 Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Henry, Greg	Approved	6/10/2016 - 12:01 PM
City Attorney	Cooper, Carl	Approved	6/10/2016 - 4:04 PM
City Manager	Dougherty, John	Approved	6/13/2016 - 7:01 PM



TEMPE

Jon Fuller, PE, RG, PH, CFM, DWRE
Peter Acton, EIT
Tyler Azeltine, BA
Jeff Despain, PE, CFM
Annette Griffin, AAS
Brian Iserman, PE, CFM
Mike Kellogg, RG, CFM
Ted Lehman, PE
Robert Lyons, PE, CFM
W. Scott Ogden, PE, CFM
Patricia Quinn, PE, RLS, AVS
Reed Blochberger, EIT
Richard Waskowsky, PE

TUCSON

John Wallace, PE, CFM
Cyrus Miller, PE, CFM
Chris Rod, PE
Robert Shand, PE
Ian Sharp, PE, CFM
Geoff Harris, PE

FLAGSTAFF

Cory Helton, PE
Joe Loverich, PE

PHOENIX

Brian Fry, PE, CFM
Jon Ahern, PE, CFM
Nathan Logan, PE, CFM

Prescott

Nate Vaughan, PE

Silver City

Mary Evans, PE

8400 S Kyrene Road, Ste 201
Tempe Arizona 85284
480.752.2124

40 E Helen Street
Tucson, Arizona 85705
520.623.3112

1 W Deer Valley Road, Ste 101
Phoenix, Arizona 85027
623.889.0166

1042 Willow Creek Rd, A101 #415
Prescott, Arizona, 86301
928.640.0778

500 N Beaver Street
Flagstaff, Arizona 86001
928.214.0887

Greg Henry

City of Kingman Engineering Department
220 N. Fourth Street
Kingman, AZ 86401

**RE: City of Kingman
CIP Projects within the Incorporated Limits of Kingman Arizona
(ENG16-0014 to ENG16-0021)**

Dear Mr. Henry

Thank you for allowing JE Fuller Hydrology and Geomorphology (JEF) to assist you with the upcoming drainage design projects. Based on our discussions JE Fuller Hydrology/Geomorphology, we are pleased to present a scope of work and cost proposal for your pending CIP project.

Based on our understanding of your needs, JEF has broken the overall project into four priority analysis and design projects, which were further divided into a series of tasks. A detail accounting of each project and corresponding tasks is provided as Exhibit A.

The total estimated project amount for the four projects was calculated to be two-hundred and twenty-three thousand, four-hundred and twenty-two dollars (\$223,422.00) as tabulated in Exhibit A. This averages out to be approximately seventy-seven thousand dollars (\$56,000.00) per project for analysis and design, including allowances for structural and mechanical engineering should the need arise. For budgeting purposes, it is expected that contract could be developed so the total amount would not to exceed **two-hundred and twenty-three thousand, four-hundred and twenty-two dollars (\$223,422.00)**. The invoicing will be billed at a lump-sum for the design work as all projects will be ongoing concurrently.

Upon receiving the Notice to Proceed and/or a Purchase Order, JE Fuller Hydrology and Geomorphology will initiate the work on the priority projects with the intent of completing the four projects prior to December 31, 2016, though the deadline for two of the projects may need to be extended to March 31, 2017 to account for coordination with BNSF and ADOT.





JE FULLER

HYDROLOGY & GEOMORPHOLOGY, INC.

DEFINE | COMMUNICATE | SOLVE

TEMPE

Jon Fuller, PE, RG, PH, CFM, DWRE
Peter Acton, EIT
Tyler Azeltine, BA
Jeff Despain, PE, CFM
Annette Griffin, AAS
Brian Iserman, PE, CFM
Mike Kellogg, RG, CFM
Ted Lehman, PE
Robert Lyons, PE, CFM
W. Scott Ogden, PE, CFM
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623.889.0166

1042 Willow Creek Rd, A101 #415
Prescott, Arizona, 86301
928.640.0778

500 N Beaver Street
Flagstaff, Arizona 86001
928.714.0887

Thank you again for providing JE Fuller Hydrology and Geomorphology the opportunity to assist you with these project. If you have questions or concerns about in regards to the project, please feel free to contact me at (520) 623-3112 or Joe Loverich (928) 640-0778.

Sincerely,

JE Fuller/Hydrology & Geomorphology, Inc.

Christopher B. Rod, P.E.
Vice President



**AGREEMENT FOR
FOR ENGINEERING SERVICES FOR
STREET AND STORM DRAIN IMPROVEMENT PLANS
ENG16-0013**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called "CITY" and JE Fuller Hydrology & Geomorphology, Inc., hereinafter called "ENGINEER".

WITNESSETH

WHEREAS, the CITY wishes to obtain engineering services for the preparation of Street and Storm Drain Improvement Plans and Specifications; and

WHEREAS, ENGINEER submitted a Detailed Scope of Services dated June 9, 2016, attached hereto and made a part hereof as Exhibit A, offering to perform engineering services for the preparation of Street and Storm Drain Improvement Plans and Specifications; and

WHEREAS, ENGINEER has agreed to complete the work for a fee not to exceed \$ 223,422.00 as detailed in Exhibit A; and

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

NOW THEREFORE, it is mutually agreed as follows:

I. ENGINEER'S DUTIES

- A. ENGINEER shall provide all labor, materials and equipment and complete all tasks necessary for the completion of the preparation of Street and Storm Drain Improvement Plans and Specifications as outlined in Exhibit A.
- B. ENGINEER shall provide electronic and, as applicable, hard copies of all reports, models, plans, drawings and other materials prepared under this Agreement.

II. CITY DUTIES

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

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

- C. The CITY shall provide ENGINEER with topographic survey points of the projects in the City's local datum.

III. GENERAL COVENANTS

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

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

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

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

available to any individual or organization without the prior written approval of the CITY, with the exception of any recording of survey information required by law and with respect to information that:

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

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

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

- L. **SEPARABILITY**. In the event any term or provision of this Agreement is held to be invalid and unenforceable, the validity of the other provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision that is invalid or unenforceable.
- M. **COMPLETION TIME**. The ENGINEER shall complete the work per the schedule outlined in Exhibit A.
- N. **INDEMNIFICATION**. To the fullest extent permitted by law, the ENGINEER shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings) to the extent arising out of, or alleged to have resulted from the ENGINEER's negligent acts, errors, mistakes or omissions relating to professional work or services in the performance of this Contract. ENGINEER's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damages, loss or expense that is attributable to bodily injury, sickness, disease or death, or injury to, impairment, or destruction of property caused by any negligent acts, errors, mistakes or omissions related to professional services in the performance of this Contract, including any person for whose acts, errors, mistakes or omissions the ENGINEER may be held legally responsible and liable for under the law.
- O. **INSURANCE REQUIREMENTS**. The ENGINEER retained by the City to provide the work or service required by this contract will maintain Professional Liability insurance covering ENGINEER's negligent acts, errors, mistakes and omissions arising out of the work or services performed by the ENGINEER, or any person employed by the ENGINEER, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY.

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

- P. **COMPLIANCE WITH FEDERAL AND STATE LAWS**. The Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Consultant must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

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

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the Consultant to penalties up to and including termination of

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

JE Fuller Hydrology & Geomorphology

Christopher Rod

Christopher B. Rod, P.E.
Vice President



State of Arizona)
County of Pima)ss.
)

Subscribed and Sworn to
Before Me This 9th day of
June, 2016.

Tracy L. Schmid

Notary Public
My Commission Expires: 10/10/19

.....
CITY OF KINGMAN, ARIZONA

RICHARD ANDERSON, MAYOR

Attest:

SYDNEY MUHLE, CITY CLERK

this Contract at the sole discretion of the City.

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

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

*EXHIBIT A – DETAILED SCOPE OF WORK
CITY OF KINGMAN STREET and STORM DRAIN IMPROVEMENTS
PROJECTS ENG16-0014, 0017, 0020, 0021*

This document will serve as the Exhibit A for of the Agreement for Engineering Services for Street and Storm Drain Improvements Plans between the City of Kingman and JE Fuller Hydrology and Geomorphology [“JE Fuller”]. It will define the tasks and services provided by JE Fuller as they work in conjunction with City of Kingman staff towards the common goal of analyzing, designing and preparing engineered drainage and roadway improvement plans for four separate locations within the incorporated limits of the City of Kingman, Mohave County Arizona.

I. CONTACTS

City of Kingman

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II. SCOPE OF SERVICES

LISTED IN ORDER OF PRIORITY.

ENG016 – 0014: Sycamore Road Storm Drain and Roadway Improvements

Project Understanding: City of Kingman is considering the construction of a new storm drain system within Sycamore Avenue extending approximately 1200 linear feet from Western Avenue to Stockton Hill Road. In addition to the storm drain installation, the City of Kingman will be completely removing and replacing the asphalt pavement. Finally, as part of future design, the City of Kingman would be interested in analyzing whether it would be beneficial to the City to install one storm drain pipe or two, to provide options for future extension to the system at a later date. The storm drain design will include an upstream transverse grate to capture off-site runoff and provide a structure into which future extensions can tie into. Laterals within the street alignment will be proposed at appropriate locations to local runoff. The drainage design will be based on a 10-year storm event within the storm drain with the intent of conveying and 100-year event within the right-of-way. The downstream outfall for the storm drain will be the existing transverse grate located west of the intersection with Sycamore Avenue and Stockton Hill Road.

Project Requirements: To accomplish the project objective goals the following tasks will be required.

Task 1 -Field Reconnaissance and Data Gathering: JE Fuller will complete a field investigation of the project site. The investigation will identify special conditions that could impact the design as well as identify what will be needed in terms of site-specific, culture survey. As part of this investigation, JE Fuller will obtain and review the available information for the existing utilities, existing design and construction plans and drainage reports. This data gathering task will be a collaborated effort between JE Fuller and the City of Kingman.

Task 2 - Culture Survey and Utility Location: City of Kingman, in addition to providing recent aerial survey will also provide culture survey for the project. In support of these efforts, JE Fuller will coordinate with City of Kingman's survey crew to ensure a clear understanding of what information will be needed in support of the design.

In addition, to the culture survey, utility location (potholing) may be required to identify potential conflicts with the anticipated storm drain system. While City of Kingman will provide these services, JE Fuller will assist in this effort by identifying the pothole locations. This utility location tasks will occur between the 60% and 90% plan design.

Task 3 - Drainage Analysis: JE Fuller will perform hydrologic and hydraulic analyses to determine on-site peak discharges and provide the calculations needed for the drainage design. The results of the analyses will be compiled into a draft report to support the 60% Design Plans. A final report will be prepared as part of the construction documents (100%) plans. The on-site hydrologic analysis will employ the rational method to quantify the flow for the 100-year and 10-year storm event. Hydraulic design will be performed using currently accepted local and regional methods. The storm drain design will be based on a backward step model for calculating the hydraulic grade line.

Task 4 – Future Storm Drain Alternatives: JE Fuller will evaluate the storm drain system for the potential of adding additional storm drains along Sycamore Avenue, west of Western Avenue and to ensure that the system will be able to accommodate additional flow from the future storm drain system proposed within Western Avenue.

Task 5 – Structural Design: JE Fuller will provide structural engineer services on an as needed basis to support the proposed drainage design. These services would include the design of the storm drain tie-in to the existing grated catch basin within Sycamore Road, west of the Stockton Hill Road and the design of a non-standard catch basin within Intersection and the design of the grated catch basin to be located within Sycamore Avenue, east of the Western Intersection.

Task 6 – 60% Design Plans: JE Fuller will prepare preliminary design plans for review and approval by the City of Kingman staff. The plans will indicate the proposed storm drain configuration, preliminary details and identify the potential utility conflicts for future pothole location.

Task 7 – 60% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 60% Design Plans.

Task 8 – 90% Design Plans: JE Fuller will prepare preliminary design plans for review and approval by the City of Kingman staff. The 90% plans will include the conflict resolution for the utilities that could be impacted by the proposed project.

Task 9 – 90% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 90% Design Plans.

Task 10 – 100% Design Plans: JE Fuller will prepare final design plans for review and approval by the City of Kingman staff. The 100% plans will include the final design option for remedying the utility conflicts. The plans will also include a landscape sheet that illustrates what landscape areas will be disturbed as part of the proposed project. At this time, it is anticipated that the contractor will not augment the existing landscaping but will only replace in kind. These plans will be sealed by the registered engineers who have contributed design drawings to the project (i.e. civil, structural, etc.). This set of plans will be considered the “Bid Set” to be used by the contractors for bidding purposes.

Task 11 – Special Provisions: JE Fuller will provide the special provisions documents in support of the design and construction. The Special Provisions will be submitted in the form of a separate document outside of the plan set.

Task 12 -100% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 100% Design Plans. While this cost can be used to help budget the project, it will be the contractor’s responsibility to provide a cost for construction based on their own calculated material quantities and labor rates.

Task 13 –Demolition Plan: JE Fuller will prepare a demolition plan to define the construction limits, any temporary construction easements and identify what will be removed as part of the pending construction. The demolition plan will be incorporated into the plans as a separate sheet.

Task 14 –Striping Plan: JE Fuller will prepare a striping plan as part of the bid.

Task 15 – Utility Coordination and Conflict Resolution Design: JE Fuller will work with the utility companies in the resolution of utility conflicts that will result from the pending construction. While efforts will be made to avoid services lines, it is anticipated utilities such as water, electric, gas, phone and cable will be impacted to some degree by the proposed project. The utilities will be responsible for relocating their service lines and to the extent possible will be responsible for providing design information to be incorporated into the plans set as part of the bid documents. It should be noted that the sewer line will not be moved as part of this project.

ENG016 – 0020: Golden Gate/Gate Drainage Improvements (ENG016-0014)

Project Understanding: In response to several flood complaints and having witnessed the impacts of the inadequate surface drainage system within the Golden Gate Avenue and Gate Avenue neighborhood, the City of Kingman is considering the construction of roadway and drainage improvements. The improvements include the placement of new rolled curb and the construction of two detention basins within recently acquired City property. Additional improvements include identifying a logical outfall and designing a means of conveying the flow to that location in manner that does not adversely impact the downstream properties.

Project Requirements: To accomplish the project objective goals the following tasks will be required.

Task 1 -Field Reconnaissance and Data Gathering: JE Fuller will complete a field investigation of the project site. The investigation will identify special conditions that could impact the design as well as identify what will be needed in terms of site-specific, culture survey. As part of this investigation, JE Fuller will obtain and review the available information for the existing utilities, existing design and construction plans and drainage reports. This data gathering task will be a collaborated effort between JE Fuller and the City of Kingman.

Task 2 - Culture Survey and Utility Location: City of Kingman, in addition to providing recent aerial survey, will also provide culture survey for the project. In support of these efforts, JE Fuller will coordinate with City of Kingman’s survey crew to ensure a clear understanding of what information will be needed in support of the design.

In addition, to the culture survey, utility location (potholing) may be required to identify potential conflicts with the anticipated storm drain system. While City of Kingman will provide these services, JE Fuller will assist in this effort by identifying the pothole locations. This utility location tasks will occur between the 60% and 90% plan design.

Task 3 - Drainage Analysis: JE Fuller will perform hydrologic and hydraulic analyses to quantify the peak discharges impacting the study area and provide the calculations to support the drainage design. The analyses will be compiled into a single report to be

submitted as part of the construction documents (100%) plans. The hydrologic analysis will quantify the runoff generated during 2-year, 10-year and 100-year storm events. Hydraulic design will be performed using currently accepted local and regional methods. It should be noted that basins will not be designed to a specific storm event, but rather to maximize the volume in an effort to attenuate the flow with the intent of reducing the existing flooding risk.

Task 4 – Structural Design: JE Fuller will provide structural engineer services on an as needed basis to support the proposed drainage design. These services would include the design of the structural tie-in for the storm drain system within Stockton Hill Road and potentially retaining walls and/or a basin outlet.

Task 5 – 60% Design Plans: JE Fuller will prepare preliminary design plans for review and approval by the City of Kingman staff. The plans will indicate the proposed roadway and drainage improvements, and potentially the storm drain outfall extending into Stockton Hill Road. The detention basins will be provided in plan view only. Should a storm drain be necessary, it will be provided in both plan and profile view. The 60% plans will include the preliminary design details and serve to identify the potential utility conflicts for future pothole location. The plan will also identify the logical outfall for the basin. This could potentially include a tie into the storm drain within Stockton Hill Road.

Task 6 – 60% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 60% Design Plans.

Task 7 – 100% Design Plans: JE Fuller will prepare final design plans for review and approval by the City of Kingman staff. The 100% plans will include the final design option for remedying the utility conflicts. The plans will also include a landscape sheet that illustrates what landscape areas will be disturbed as part of the proposed project. At this time, it is anticipated that the contractor will not augment the existing landscaping but will only replace in kind. These plans will be sealed by the registered engineers who have contributed design drawings to the project (i.e. civil, structural, etc.). This set of plans will be considered the “Bid Set” to be used by the contractors for bidding purposes.

Task 8 -100% Plan Design Cost: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 100% Design Plans. While this cost can be used to help budget the project, it will be the contractor’s responsibility to provide a cost for construction based on their own calculated material quantities and labor rates.

Task 9 – Special Provisions: JE Fuller will provide the special provisions documents in support of the design and construction. The Special Provisions will be submitted in the form of a separate document outside of the plan set.

Task 10–Demolition Plan: As part of the bid set, JE Fuller will prepare a demolition plan to define the construction limits, any temporary construction easements and identify what will be removed as part of the pending construction.

Task 11 – Utility Coordination and Conflict Resolution Design: JE Fuller will work with the utility companies in the resolution of utility conflicts that will result from the pending construction. While efforts will be made to avoid services lines, it is anticipated utilities such as water, electric, gas, phone and cable will be impacted to some degree by the proposed project. The utilities will be responsible for relocating their service lines and to the extent possible will be responsible for providing design information to be incorporated into the plans set as part of the bid documents. It should be noted that the sewer line will not be moved as part of this project.

ENG016 – 0017: Fairground Boulevard Storm Drain and Roadway Improvements

Project Understanding: City of Kingman is considering the construction of a new storm drain system and accompanying roadway improvements. The storm drain will extend from Detroit Avenue to the I-40 Channel. The total length is approximately 1100 feet. Roadway improvements will consist of curb along the east side of Fairground Boulevard; the length of the project and the west side adjacent to the existing softball fields. In addition, a cul-de-sac will be constructed at the end of Fairgrounds Boulevard to assist with traffic circulation while providing bus access to the back side of the school. As part of this project, a designated pullout to accommodate the recycling stations will be constructed within the existing right-of-way.

Project Requirements: To accomplish the project objective goals the following tasks will be required.

Task 1 -Field Reconnaissance and Data Gathering: JE Fuller will complete a field investigation of the project site. The investigation will identify special conditions that could impact the design as well as identify what will be needed in terms of site-specific, culture survey. As part of this investigation, JE Fuller will obtain and review the available information for the existing utilities, existing design and construction plans and drainage reports. This data gathering task will be a collaborated effort between JE Fuller and the City of Kingman.

Task 2 - Culture Survey and Utility Location: City of Kingman, in addition to providing recent aerial survey, will also provide culture survey for the project. In support of these efforts, JE Fuller will coordinate with City of Kingman’s survey crew to ensure a clear understanding of what information will be needed in support of the design.

In addition, to the culture survey, utility location (potholing) may be required to identify potential conflicts with the anticipated storm drain system. While City of Kingman will provide these services, JE Fuller will assist in this effort by identifying the pothole locations. This utility location tasks will occur between the 60% and 90% plan design.

Task 3 - Drainage Analysis: JE Fuller will perform hydrologic and hydraulic analyses to determine on-site peak discharges and provide the calculations needed for the drainage design. The results of the analyses will be compiled into a draft report to support the 60% Design Plans. A final report will be prepared as part of the construction documents (100%) plans. The on-site hydrologic analysis will employ the rational method to quantify the flow for the 100-year and 10-year storm event. Hydraulic design will be performed using currently accepted local and regional methods. The storm drain design will be based on a backward step model for calculating the hydraulic grade line.

Task 5 – Structural Design: JE Fuller will provide structural engineer services on an as needed basis to support the proposed drainage design. These services would include the design of retaining walls, storm drain catch basins and bank protection for the ADOT channel.

Task 6 – 60% Design Plans: JE Fuller will prepare preliminary design plans for review and approval by the City of Kingman staff. The plans will indicate the proposed storm drain configuration, preliminary details and identify the potential utility conflicts for future pothole location. Plan and profile sheet will also be created for the roadway and curb improvements as well as designated drop off area for the recycling bins.

Task 7 – 60% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 60% Design Plans.

Task 8 – 90% Design Plans: JE Fuller will prepare preliminary design plans for review and approval by the City of Kingman staff. The 90% plans will include the conflict resolution for the utilities that could be impacted by the proposed project.

Task 9 – 90% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 90% Design Plans.

Task 10 – 100% Design Plans: JE Fuller will prepare final design plans for review and approval by the City of Kingman staff. The 100% plans will include the final design option for remedying the utility conflicts. The plans will also include a landscape sheet that illustrates what landscape areas will be disturbed as part of the proposed project. At this time, it is anticipated that the contractor will not augment the existing landscaping but will only replace in kind. These plans will be sealed by the registered engineers who have contributed design drawings to the project (i.e. civil, structural, etc.). This set of plans will be considered the “Bid Set” to be used by the contractors for bidding purposes.

Task 11 – Special Provisions: JE Fuller will provide the special provisions documents in support of the design and construction. The Special Provisions will be submitted in the form of a separate document outside of the plan set.

Task 12 -100% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 100% Design Plans. While this cost can be used to help budget the project, it will be the contractor’s responsibility to provide a cost for construction based on their own calculated material quantities and labor rates.



Task 13 – Utility Coordination and Conflict Resolution Design: JE Fuller will work with the utility companies in the resolution of utility conflicts that will result from the pending construction. While efforts will be made to avoid services lines, it is anticipated utilities such as water, electric, gas, phone and cable will be impacted to some degree by the proposed project. The utilities will be responsible for relocating their service lines and to the extent possible will be responsible for providing design information to be incorporated into the plans set as part of the bid documents. It should be noted that the sewer line will not be moved as part of this project.

Task 14 – ADOT Coordination and Channel Bank Design: The pending outfall for the storm drain design is the I-40 Channel. Because the channel is located within ADOT Right-of-Way, JE Fuller will coordinate with ADOT to create an acceptable design for placement of the storm drain outlet. This design will include the removal and replacement of the existing concrete bank protection. The design will be incorporated into the 90% and 100% plan set. It will be the responsibility of the contractor to obtain the necessary permits for construction within the ADOT right-of-way. The process of working with ADOT could impact the completion of this set of plans. As such it is recommended that the coordination efforts begin early within the design phase.

ENG016 – 0021: 8th Street Drainage Improvements.

Project Understanding: The underpass located within 8th Street south of Andy Devine Road is subject to flooding, resulting in a safety hazard for thru traffic and preventing access for emergency vehicles. To remedy the situation, the City of Kingman is seeking a feasible drainage design solution and accompanying construction plans. The design may be in the form of local and regional detention facilities with sediment traps and a sump-pump system to drain the underpass or a combination thereof.

Project Requirements: To accomplish the project objective goals the following tasks will be required.

Task 1 -Field Reconnaissance and Data Gathering: JE Fuller will complete a field investigation of the project site. The investigation will identify special conditions that could impact the design as well as identify what will be needed in terms of site-specific, culture survey. As part of this investigation, JE Fuller will obtain and review the available information for the existing utilities, existing design and construction plans and drainage reports. This data gathering task will be a collaborated effort between JE Fuller and the City of Kingman.

Task 2 - Culture Survey and Utility Location: City of Kingman, in addition to providing recent aerial survey, will also provide culture survey for the project. In support of these efforts, JE Fuller will coordinate with City of Kingman’s survey crew to ensure a clear understanding of what information will be needed in support of the design.

In addition, to the culture survey, utility location (potholing) may be required to identify potential conflicts with the anticipated storm drain system. While City of Kingman will provide these services, JE Fuller will assist in this effort by identifying the pothole locations. This utility location tasks will occur between the 60% and 90% plan design.

Task 3 – Drainage Analysis: JE Fuller will perform hydrologic and hydraulic analysis in support of the proposed drainage design. The majority of the hydrologic analysis will be performed as part of the City of Kingman Flood Risk and LOMR Study (FEMA FY 15-16 CTP), while design specific hydrologic analysis above what is considered to be concept level analysis will be performed as part of this project. The hydrologic analyses will quantify the runoff generated during the 2-year, 10-year and 100-year storm events. Hydraulic design will be performed using accepted local and regional methods.

Task 4 – Drainage Design Alternatives: JE Fuller will evaluate the existing drainage system and provide a series of design alternatives geared for addressing the flooding problem. The design will examine the feasibility of regional detention basins, the potential for capturing sediment upstream of the trestle, and evaluate the effectiveness of a pumping system. The design alternatives will be presented to City of Kingman for approval of a final design solution.

Task 5 – Structural Design: JE Fuller will provide structural engineer services on an as needed basis to support the proposed drainage design. These services would include the design of retaining walls, subterranean pump housing chambers, non-standard culvert headwalls and inlets and concrete foundation and footing design.

Task 6 – 60% Design Plans: JE Fuller will prepare preliminary design plans for review and approval by the City of Kingman staff. The plans will represent the preferred design alternative (sump pump, upstream retention, combination thereof), providing plan and profile sheets, preliminary details and identify the potential utility conflicts for future pothole location.

Task 7 – 60% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 60% Design Plans.

Task 8 – 90% Design Plans: JE Fuller will prepare preliminary design plans for review and approval by the City of Kingman staff. The 90% plans will include the conflict resolution for the utilities that could be impacted by the proposed project.

Task 9 – 90% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 90% Design Plans.

Task 10 – 100% Design Plans: JE Fuller will prepare final design plans for review and approval by the City of Kingman staff. The 100% plans will include the final design option for remedying the utility conflicts. The plans will also include a landscape sheet that illustrates what landscape areas will be disturbed as part of the proposed project. At this time, it is anticipated that the contractor will not augment the existing landscaping but will only replace in kind. These plans will be sealed by the registered engineers who have contributed design drawings to the project (i.e. civil, structural, etc.). This set of plans will be considered the “Bid Set” to be used by the contractors for bidding purposes.

Task 11 – Special Provisions: JE Fuller will provide the special provisions documents in support of the design and construction. The Special Provisions will be submitted in the form of a separate document outside of the plan set.

Task 12 -100% Design Cost Estimate: JE Fuller will provide an estimate for the cost associated with the construction of the proposed storm drain system per what is reflected on the 100% Design Plans. While this cost can be used to help budget the project, it will be the contractor's responsibility to provide a cost for construction based on their own calculated material quantities and labor rates.

Task 13 – Mechanical/Electrical Engineer Plans and Details: In the event that project will require the construction of a sump pump, JE Fuller will provide the necessary pump design along with the accompanying design to supply power to the pump. Plans and details will be added to the 100% Plan set. Supporting calculations will be presented as a technical memorandum, incorporated into the final drainage report.

Task 14 – Demolition Plan: As part of the bid set, JE Fuller will prepare a demolition plan to define the construction limits, any temporary construction easements and identify what will be removed as part of the pending construction.

General Scope Items

- Where appropriate the off-site hydrologic analysis will utilize the FLO-2D Model being prepared under separate instrument under Kingman Flood Risk Study and LOMR Project (FEMA FY15-16 CTP).
- Aerial and Culture Survey will be provided on local coordinates, datum and projection in ground format. This may result in the need translate the data to align with other data sources or vice versa.
- All sets of plans will be prepared in AutoCAD. Templates for plan layout, including sheet template, pen settings and formatting style can be provided by the City of Kingman for use with this project.
- Design details and standards will use Maricopa Association of Government Standards (MAG), though other local standard details (ADOT, FHWA) may be used in the absence of suitable design standard. Should a standard not be available, JE Fuller will create site specific design sealed by a registered structural engineer.
- Spiral Ribbed Pipe (SRP) will be used for the storm drain segments located within City of Kingman right-of-way. Reinforced Concrete Pipes (RCP) will used for storm drain segments located within ADOT right-of-way.
- Storm drain and roadway improvements will be presented in both plan and profile view.
- Blue Stake Services for design will be coordinated with assistance from the City of Kingman. This coordination will be performed prior to the initiation of the culture survey.

Excluded Items. The following items will serve as the exclusion for all four of the individual capital improvement projects presented above.

- a) Aerial Topography (Provided by Client)
- b) Culture Survey and Property Line Locations (Provided by Client)
- c) Legal descriptions (Prepared by Client)
- d) Right of Way Acquisition
- e) Temporary Construction Easements Acquisition
- f) Pothole Locating Services (JE Fuller to provide locations)
- g) Pavement Design (Provided by Client)
- h) Storm Water Pollution Prevention Plan (Provided by Contractor)
- i) Traffic Control Plans (Provided by Contractor)
- j) Geotechnical Analysis
- k) Environmental Surveys and Reports
- l) Historical/Archeological Report
- m) Topographic Survey
- n) State NPDES Permit
- o) Federal 404 Permit
- p) ADOT Permit
- q) Construction Management Inspections, and Certifications
- r) Material Testing
- s) As-built Plans
- t) Riparian Mitigation Plan
- u) Native Plant Preservation Plans
- v) Public Meetings
- w) Construction Management
- x) Sanitary Sewer Design
- y) Blue Stake Services (Provided by Client)
- z) Permitting Fees

The undertaking of additional services not specifically covered by the items listed in the proposal will require a separate contract and Scope of Services. This work would be billed on an hourly basis using the billing rates provided in Section IV.

III. DELIVERABLES

The following is a list of items that will be submitted for review encompassing all four projects. The actually list will be project specific and may exclude some of the items presented in this list.

1. Preliminary Drainage Design Reports (Electronic Copy)
2. Final Drainage Design Report (Sealed Hard Copy (1), Sealed Electronic Copy)
3. Draft 60% Design Plans (Electronic Copy with data)
4. Draft 60% Cost Estimate
5. Draft 90% Design Plans (Electronic Copy with Data)
6. Draft 90% Cost Estimate
7. Sealed 100% Design Plans (Sealed Hard Copy (1), Sealed Electronic Copy)
8. Draft 100% Cost Estimate
9. Utility Relocation Plans (As necessary)
10. Pothole Report
11. Structural Design Calculations
12. Mechanical Design Calculations
13. Electrical Design Calculations
14. Base Survey Drawings

Additional Information

- Unless otherwise agreed upon, JE FULLER will store original correspondence associated with the project, including, but not limited to, plans, reports, agency correspondence, and invoices while the project is on-going. Copies will be provided to the Client upon request or as deemed necessary by JE FULLER and the CLIENT.
- JE Fuller agrees that upon fulfillment of the contract project, pertinent project-related materials will be turned over to the CLIENT. JE FULLER at its discretion may store electronic copies of said materials.

IV. COMPENSATION

- The Client agrees to compensate JE FULLER based on a lump sum per project cost. The lump sum amounts were determined based on our hourly rates shown below.

<i>Labor Category</i>	<i>Total Cost Rate (\$/hr)</i>
<i>Principal</i>	<i>\$140.00</i>
<i>Project Manager</i>	<i>\$134.40</i>
<i>Senior Engineer</i>	<i>\$126.00</i>
<i>Project Engineer II</i>	<i>\$114.80</i>
<i>Project Engineer I</i>	<i>\$98.00</i>
<i>Administration</i>	<i>\$75.00</i>

The cost for each project is provided in the following table. This cost includes the expense associated within any specialized services that JE Fuller has deemed necessary for the completion of design plans. It also includes the reimbursable costs associated with the project, including but not limited to printing, meals, lodging, and mileage (Federal Rate \$0.54/mile).

<i>Project Number</i>	<i>Street Name</i>	<i>Per Project Cost</i>
ENG16-0014	<i>Sycamore Avenue</i>	<i>\$52,066.00</i>
ENG16-0020	<i>Golden Gate/Gate Avenue</i>	<i>\$39,097.00</i>
ENG16-0017	<i>Fairgrounds Boulevard</i>	<i>\$40,083.00</i>
ENG16-0021	<i>8th Street</i>	<i>\$44,176.00</i>
ENG16-0021	<i>Mechanical/Electrical Budget</i>	<i>\$20,000.00</i>
ALL	<i>Structural Engineering Budget</i>	<i>\$28,000.00</i>
Project Total		\$223,422.00

- Blue Stake Services for the purpose of design will be provided by the City of Kingman with assistance from JE Fuller.
- Structural engineering design will be required for projects. The extent to which these services will be needed will be determined during the preparation of the 60% plan. It will be spent on an as-needed basis.
- A landscape repair and replacement design sheet will be incorporated into the project. More extensive landscape design services can be contracted separately should they be requested.
- Invoicing will be submitted to the City of Kingman at the end of each month. The expense will reflect a percent complete based on what tasks were undertaken during the invoicing period.
- For the projects that require extensive drainage analysis, this work will be completed and reviewed prior to the initiation of the design plans.

V. METHOD OF COMMUNICATION

JE Fuller and Client agree to communicate, in order of preference, via the following means:

1. E-mail
2. Telephone
3. Face to Face Meeting (Place to be agreed upon)
4. FAX
5. US Postal Service



VI. PROJECT SCHEDULE

The deadline for the completion of the design plans for all projects is December 31, 2016, with priority being set for the ENG16-0014 and ENG16-0020. However, given the coordination efforts with BNSF and ADOT, this deadline may extend to March 31, 2017 for ENG16-0017 and ENG16-0021. To meet these deadlines, the four projects will be designed concurrently. With that in mind, upon receipt of the notice to proceed and or the purchase order, JE FULLER will perform the site investigation for all four project simultaneously with the intent of providing City of Kingman Survey Staff with the culture survey request information.

Given that it will take 45 days to obtain a permit to access BNSF right-of-way, coordination with BNSF at the start of Project ENG16-0021 will be crucial. In similar fashion, coordination with ADOT should also be initiated at the start of Project ENG16-0017. This coordination effort will include both establishing right of access as well as access for the future construction. Therefore, at the onset of the project JE Fuller with the cooperation of City of Kingman Staff will initiate contact with both BNSF and ADOT to begin the process of getting on site to complete the culture survey for those areas. To further expedite the project, City of Kingman and JE Fuller will request Blue Stake services for Project ENG16-0014 and ENG-0020 services prior to the site investigation. The blue stake request for ENG16-0017 will follow while the blue stake request for ENG16-0021 will be submitted following the granting of access by BNSF. Given the external

It should be noted that JE Fuller is expecting to be completed with the project design based on the aforementioned deadlines. However, delays from ADOT, BNSF or others could push the completion date. JE Fuller will not be held accountable for schedule slips that are a result of outside factors.

ENG16-0014 - Sycamore Avenue

N



1 inch = 150 feet



- Scope Items**
- 1) Storm Drain Design Including New Catch Basins
 - 2) Asphalt Removal and Replacement
 - 3) Future Storm Drain Alternatives
 - 4) Special Provisions

Project Length: 1175 ft

ENG16-0020 - Golden Gate/Gate Curb and Basin

N



1 inch = 150 feet

Legend

- Curbs_(Proposed)
- Basins_(Proposed)
- Storm_Drain_(Proposed)



- Scope Items**
- 1) Curb Design along both roads
 - 2) Detention Basin Design I
 - 3) Special Provisions

Project Length: 1125 ft

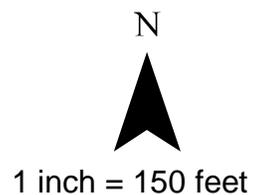
ENG16-0017 - Fairgrounds Boulevard Storm Drain and Street Improvements



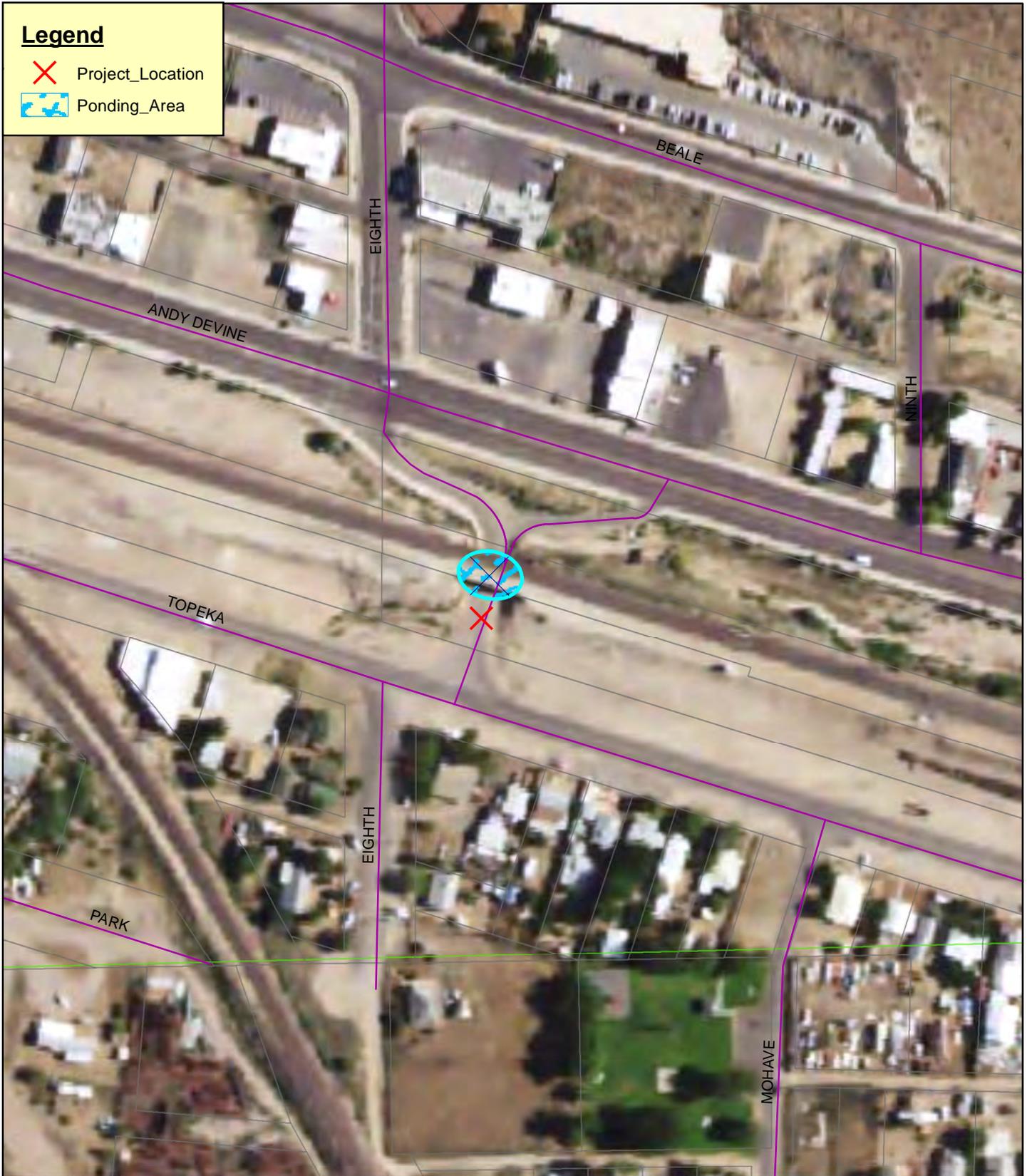
Scope Items

- 1) Storm Drain Design Including Catch Basins and Traverse Grates
- 2) Design of connection to ADOT Channel
- 3) Removal and repair of pavement
- 4) Design of cul-da-sac at end of Fairgrounds
- 5) Special Provisions

Project Length: 1050 ft



ENG16-0021 - 8th Street Drainage Improvements



Scope Items

- 1) Drainage Design for draining under pass
- 2) Include Sump Pump and/or off-site retention
- 3) Identify logical outfall
- 4) Account for sediment
- 5) BNSF Coordination
- 6) Special Provisions

Project Length: 300 ft

N



1 inch = 150 feet



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council
FROM: City Clerk
MEETING DATE: June 21, 2016
AGENDA SUBJECT: Application for Temporary Extension of Premises/Patio Liquor License

SUMMARY:

Applicant, Blake Schritter, of Black Bridge Brewery has applied for a temporary extension of premises/patio permit liquor license for June 24, 2016 through July 24, 2016 at 421 E. Beale Street in Kingman.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Application for temporary extension of premises/patio permit liquor license

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	6/13/2016 - 4:33 PM
City Attorney	Cooper, Carl	Approved	6/13/2016 - 4:35 PM
City Manager	Dougherty, John	Approved	6/13/2016 - 6:10 PM



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

DLIC USE ONLY

CSR:
Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT
OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
****Notice: Allow 30-45 days to process permanent change of premise****

Permanent change of area of service. **A non-refundable \$50. Fee will apply.** Specific purpose for change:

Temporary change (**No Fee**) for date(s) of: 06/24/16 through 07/24/16 list specific purpose for change:

To utilize our back patio area while the permanent extension is being considered.

Licensee's Name: Schritter Blake License #: 03083006
Last First Middle

Mailing address: 421 E Beale Street Kingman AZ 86401
Street City State Zip Code

Business Name: Black Bridge Brewery

Business Address: 421 E Beale Street Kingman AZ 86401
Street City State Zip Code

Email Address: Blackbridgebrewery@gmail.com

Business Phone Number: 928-377-3618 Contact Phone Number: 928-██████████

Is extension of premises/patio complete?

N/A Yes No If no, what is your estimated completion date? ___/___/___

Do you understand Arizona Liquor Laws and Regulations?

Yes No

Does this extension bring your premises within 300 feet of a church or school?

Yes No

Have you received approved Liquor Law Training?

Yes No

What security precautions will be taken to prevent liquor violations in the extended area? Staff on hand to monitor consumption and "no alcohol beyond this point" signs at both ingress/egress points.

IMPORTANT: Attach the revised floor plan, clearly depicting your licensed premise along with the new extended area outlined in black marker or ink, **if the extended area is not outlined and marked "extension" we cannot accept the application.**

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premise. List specific reasons for exemption:

Approval Disapproval by DLLC: _____ Date: ____/____/____

Notary

Timothy Blake Schritter

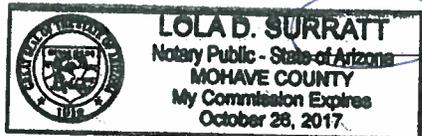
I, (Print Full Name) _____, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) *Tim Schritter*
Controlling Person / Agent

State of Arizona County of Mohave
the foregoing instrument was acknowledged before me this

10 of June 2016
Day Month Year

My commission expires on: Oct. 26, 2017



Lola D. Surratt
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is recommended by the local Board of Supervisors, City Council or Designate:

Authorized Signature Title Agency Date

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

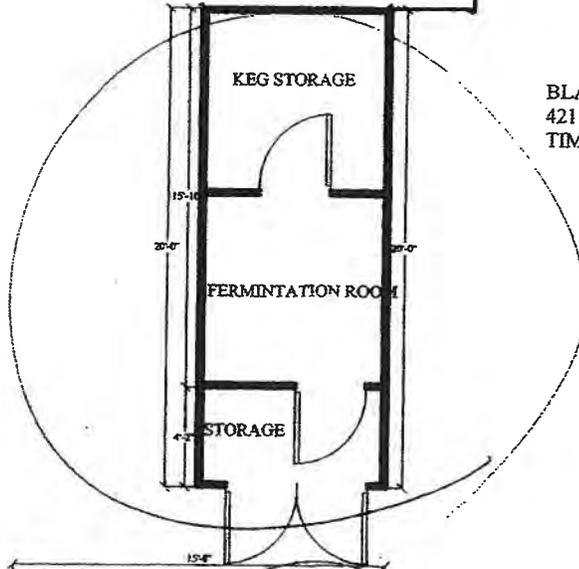
Director Signature required for Disapprovals: _____ Date: ____/____/____

Gate #1

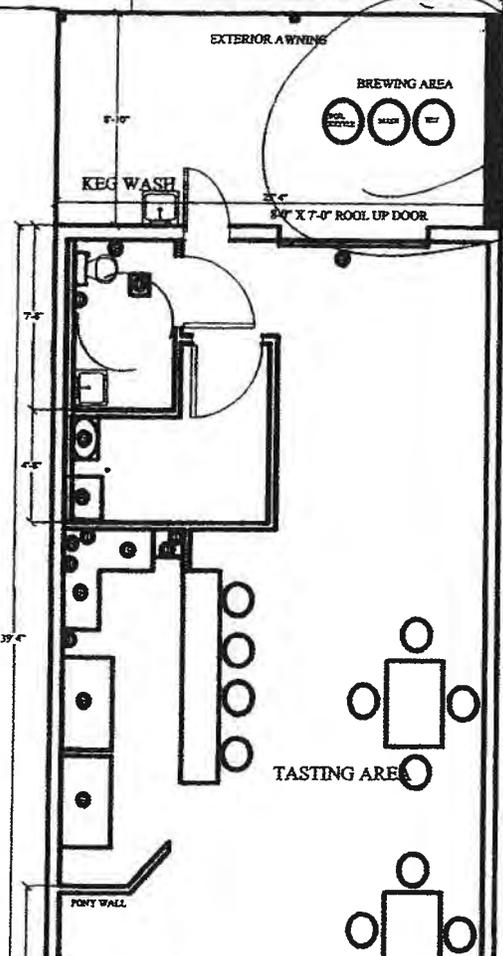
Gate #2

"Extension"

BLACK BRIDGE BREWERY
421 E BEALE
TIM SCHRITTER OWNER



Sirens Cafe



937 4" TOTAL SQUARE FEET
UNDER TRUSS

13 MAR 18 11:47 AM '13



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Rich Ruggles, Development Services Department

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Resolution No. 5021 approving the release of the remainder of the cash escrow assurance for Sunrise Business Park, Tract 6037 and acceptance of the subdivision improvements for city maintenance

SUMMARY:

The final plat, improvement plans, and surety for Sunrise Business Park, Tract 6037 were approved under Resolution No. 4964 on July 21, 2015. This subdivision is located along the north side of Detroit Avenue, east of Western Avenue and consists of five commercial lots on 10.74 acres. The final plat and surety in the form of a cash escrow assurance agreement in the amount of \$449,437.30 held by Pioneer Title Agency, Inc., was recorded on July 29, 2015. \$50,000 was released from the assurance on October 20, 2015 for the completion of rock excavation during grading. Another \$116,021 was released from the assurance on April 5, 2016 for the completion of curbs, gutters and sidewalks as well as utility conduit within the subdivision.

Mohave Engineering Associates, Inc., project engineer, on behalf of the property owner, Lingenfelter Family Trust, has requested the approval of the remainder of the cash escrow assurance which is \$283,416 for the completion of the rest of the subdivision improvements.

The City Engineer and Public Works inspectors have verified that the aforementioned improvements are completed in compliance with the terms of the final plat and requirements of the City of Kingman Subdivision Ordinance with the exception of some minor punch list items

FISCAL IMPACT:

Acceptance of improvements will add additional streets and utilities for city maintenance.

STAFF RECOMMENDATION:

Approve Resolution No. 5021.

ATTACHMENTS:

Description

Resolution 5021

Request to Release Assurance

Recorded final plat

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Jeppson, Gary	Approved	6/13/2016 - 1:52 PM
City Attorney	Cooper, Carl	Approved	6/13/2016 - 4:37 PM
City Manager	Dougherty, John	Approved	6/13/2016 - 7:37 PM

CITY OF KINGMAN RESOLUTION NO. 5020

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; ACCEPTING A CASH PAYMENT IN LIEU OF REQUIRING STREET IMPROVEMENTS ON BROADWAY AVENUE TO KINGMAN METROPOLITAN ADDITION, UNIT 1, BLOCK 1, LOTS 65 AND 66

WHEREAS, Michael J. Hill, President of Hill Family Investments, Inc. has applied for and received a building permit to remodel a building located on property at 1955 E. Andy Devine Avenue; and

WHEREAS, the submitted building permit includes an estimated construction cost of the improvements as \$120,000.00; and

WHEREAS, Section 2-2 (d) of the City of Kingman Streets and Sidewalks Development Rules and Regulations requires that when a multiple-family, commercial, or industrial property is remodeled or redeveloped that requires a building permit and for which the improvement increases the area of the building or area of the developed portion of the property by 25% or more, or for which the improvement costs exceed \$20,000.00 in value, based on the City's valuation schedule used to compute building permit fees, adjacent street improvements are required; and

WHEREAS, the scope of the required street improvements would include the placement of rolled curb, gutter, a four-foot wide sidewalk, and pavement along the 50-foot property frontage on Broadway Avenue; and

WHEREAS, the City of Kingman Engineering Department's opinion of probable cost for the required street improvements is \$5,017.00 for this portion of Broadway Avenue; and

WHEREAS, a letter has been sent by the property owner requesting that the City Council grant a non-cash payment deferral of the required street improvements; and

WHEREAS, the Traffic Safety Committee reviewed the request to consider a deferral of street improvements at its February 17, 2016 meeting and recommended per Section 2-2(e) of the City of Kingman Streets and Sidewalks Development Rules and Regulations that the City Council accept a cash payment in lieu of completing the required improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona that a cash payment in the amount of \$5,017.00 will be accepted in lieu of requiring the completion of the street improvements, and that it shall be agreed to by all

responsible parties that upon receipt in full, this payment will also fulfill any future obligations associated with street improvements of the portion of Broadway Avenue adjacent to property described as Kingman Metropolitan Addition, Unit 1, Block 1, Lots 65-66.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 21st day of June, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

AGREED TO BY:

Carl Cooper, City Attorney

Michael James Hill, President
Hill Family Investments, Inc.



Land Development Consultants

*Civil Engineering
Land Surveying
Materials Testing*

Date 2016-05-26

Rich Ruggles, Principal Planner
City of Kingman
310 North 4th Street
Kingman, AZ 86401

Re: Sunrise Business Park Tract 6037, MEAI Project # 09-123, Third and Final assurance release request.

Dear Mr Ruggles,

Please find the following items for your review and consideration:

- Construction and Assurance Release Status document dated 05-26-2016
- Asbuilt plans for water and sewer (sheets C0.2, C2.0, C2.1, and C2.2) Unsealed for now (Please note that the Engineer's certificate of completion for water and sewer is not included in the package and will be submitted once we receive the water testing results from the city inspector. The signed and sealed asbuilt plans for water and sewer will be submitted during that time.)
- Material testing Results (includes proctors, Concrete and soil testing results)
- Swing ties map (stamped preliminary for now)

A partial assurance has been released in the amount of \$50,000 (for item # 21 "Rock excavation during grading" as included in the approved cost estimate dated 07-21-2015) by the City council through resolution # 4977 dated 10-20-2015. A second partial assurance release was also released by the city in the amount of \$116,021. The intent of this letter is to request a third and final assurance release for the remaining amount of **\$283,416** as indicated in the construction and assurance release status document.

Please do not hesitate to contact Mohave Engineering Associates, Inc. if you have any questions or need additional information.

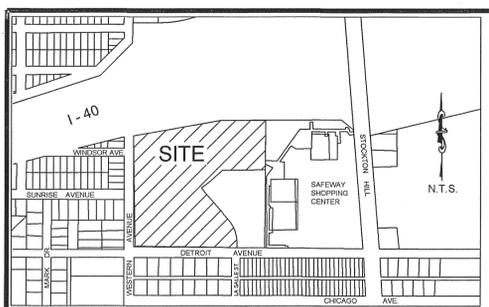
Respectfully,

Jaimini Upadhyaya

Encl.
cc: file

FINAL PLAT SUNRISE BUSINESS PARK - TRACT 6037

A SUBDIVISION OF PARCELS A-2-A AND A-2-B ACCORDING TO THE RECORD OF SURVEY
BOOK 43, PAGE 4, RECORDED ON APRIL 7, 2014 AT FEE #2014014953 AND LOCATED
WITHIN SECTION 7, TOWNSHIP 21 NORTH, RANGE 16 WEST OF THE GILA AND SALT
RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA
TOTAL AREA = 10.74 AC. ±



VICINITY MAP
SECTION 7, T21N, R16W

- LEGEND**
- FOUND 3" BRASS DISK IN CONCRETE, RLS 23960
 - (a) ● FOUND ADOT MONUMENT, 3" ALUMINUM DISK
 - FOUND 2 BRASS DISK, RLS 15341, CENTERLINE OF DETROIT AND LA SALLE
 - (b) ■ FOUND 2" BRASS DISK IN CONCRETE, RLS 8904 STAMPED NwC GL13
 - (c) ■ FOUND ADOT R/W MARKER, 3" ALUMINUM CAP IN CONCRETE.
 - (d) ■ FOUND ADOT R/W MARKER, 3" ALUMINUM CAP IN CONCRETE.
 - FOUND CONCRETE NAIL W/BRASS TAG, RLS 25074
 - (e) ● FOUND 5/8" REBAR NO ID, ATTACHED BRASS TAG, RLS 54890
 - (f) ● FOUND 5/8" REBAR W/1 1/2" ALUMINUM CAP, RLS 24514
 - (g) ■ FOUND 5/8" REBAR W/ 2" ALUMINUM CAP, RLS 54890
 - SET 5/8" REBAR W/GREEN PLASTIC CAP, RLS 54890
 - SET 5/8" REBAR W/2" ALUMINUM CAP, RLS 54890
- M = INDICATES MEASURED DATA
R = INDICATES RECORD DATA PER RECORD OF SURVEY 39/26
P.U.E INDICATES PUBLIC UTILITY EASEMENT
V.N.A.E. INDICATES VEHICULAR NON-ACCESS EASEMENT
- ALL DISTANCES SHOWN HEREON ARE MEASURED
DISTANCES AND ARE EXPRESSED IN FEET AND DECIMAL
PLACES THEREOF UNLESS NOTED.

NOTES

NOTE A: THE PARCEL OF LAND AS SHOWN HEREON IS DEDICATED TO THE PUBLIC AND THE CITY OF KINGMAN BY THE RECORDING OF THIS PLAT.

NOTE B: THE 1' FOOT WIDE VEHICULAR NON-ACCESS EASEMENT (VNAE) IS GRANTED BY THE RECORDING OF THIS PLAT.

NOTE C: THE 10' FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E) IS GRANTED TO THE PUBLIC UTILITY COMPANIES FOR PUBLIC UTILITY PURPOSE BY THE RECORDING OF THIS PLAT.

NOTE D: THE PARCEL OF LAND AS SHOWN HEREON IS DEDICATED TO THE PUBLIC AND THE CITY OF KINGMAN BY THE RECORDING OF THIS PLAT.

BASIS OF BEARING: THE SOUTH LINE OF GOVERNMENT LOT 12 BEARING SOUTH 89°52'36" EAST

ALL STREETS SHOWN HEREON ARE TO BE DEDICATED TO THE PUBLIC FOR PUBLIC USE BY THE RECORDING OF THIS PLAT.

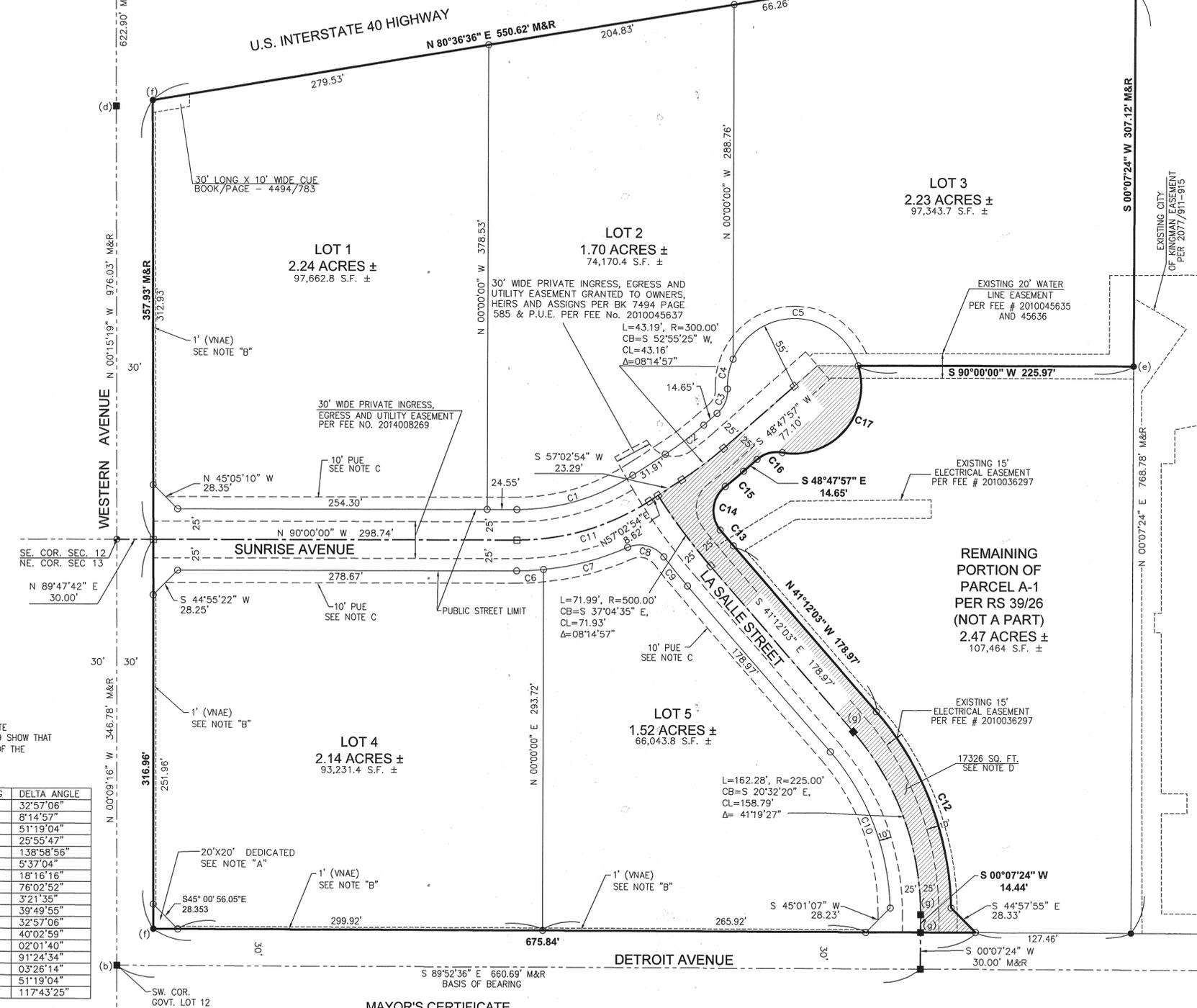
FEMA FLOOD ZONE DESIGNATION

THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA, FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 04015C 4556G, DATED NOVEMBER 18, 2009 SHOW THAT THE SITE IS IN ZONE X. ZONE "X" ARE AREAS DETERMINED TO BE OUTSIDE OF THE ANNUAL CHANCE FLOODPLAIN.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	175.00'	100.65'	99.26'	S 73°31'27" W	32°57'06"
C2	275.00'	39.59'	39.56'	N 52°55'25" E	8°14'57"
C3	25.00'	22.39'	21.65'	N 23°08'25" E	51°19'04"
C4	55.00'	24.89'	24.68'	N 10°26'46" E	25°55'47"
C5	55.00'	133.41'	103.03'	N 87°05'52" W	138°58'56"
C6	225.00'	22.06'	22.05'	N 87°11'28" E	5°37'04"
C7	225.00'	71.75'	71.45'	N 75°14'48" E	18°16'16"
C8	25.00'	33.18'	30.80'	S 75°51'54" E	76°02'52"
C9	525.00'	30.78'	30.78'	S 39°31'16" E	3°21'35"
C10	200.00'	139.04'	136.22'	S 21°19'19" E	39°49'55"
C11	200.00'	115.02'	113.44'	S 73°31'27" W	32°57'06"
C12	250.00'	174.75'	171.21'	S 21°10'33" E	40°02'59"
C13	475.00'	16.81'	16.31'	S 40°11'31" E	02°01'40"
C14	25.00'	39.88'	35.79'	N 06°31'54" E	91°24'34"
C15	325.00'	19.50'	19.49'	N 50°31'04" E	03°26'14"
C16	25.00'	22.39'	21.65'	N 74°27'29" E	51°19'04"
C17	55.00'	113.01'	94.15'	N 41°15'18" E	117°43'25"

SCALE 1"=50'



ENGINEER'S STATEMENT

THIS IS TO CERTIFY THAT THE ENGINEERING AND DESIGN OF THE ABOVE-DESCRIBED SUBDIVISION WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.

Jaimin K. Pathyaya
Professional Engineer
No. 51369
Arizona, U.S.A.
Expires: 09/30/2016

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY THAT THE BOUNDARY SURVEY AND MONUMENTATION OF THE ABOVE-DESCRIBED SUBDIVISION WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.

Dustin
Professional Surveyor
No. 54890
Arizona, U.S.A.
Expires: 09/30/2016

MAYOR'S CERTIFICATE

I, RICHARD ANDERSON, MAYOR OF THE CITY OF KINGMAN, HEREBY CERTIFY THAT THE KINGMAN COMMON COUNCIL APPROVED THE WITHIN PLAT ON THE 21st DAY OF July, 2015, AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND THAT SATISFACTORY ASSURANCE IN THE FORM OF CASH ESCROW FROM PIONEER TITLE AGENCY, INC. HAS BEEN APPROVED IN THE FULL AMOUNT NECESSARY TO GUARANTEE COMPLETION OF ALL REQUIRED OFF-SITE IMPROVEMENTS NECESSARY FOR THIS SUBDIVISION.

Richard Anderson
MAYOR, CITY OF KINGMAN, ARIZONA
DATE: 7/21/15

Richard Anderson
KINGMAN CITY CLERK
DATE: 7/21/15

CITY ENGINEER AND DEVELOPMENT SERVICES DIRECTOR CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE APPROVED PRELIMINARY PLAT AND ANY SPECIAL CONDITIONS ATTACHED THERETO, TO THE REQUIREMENTS OF THE CITY OF KINGMAN SUBDIVISION REGULATIONS AND TO ANY OTHER APPLICABLE REGULATIONS AND APPEARS TO COMPLY WITH ALL REQUIREMENTS WITHIN MY JURISDICTION TO CHECK AND EVALUATE.

Gregory A. Anderson
CITY ENGINEER
DATE: 7-28-2015

Gregory A. Anderson
DEVELOPMENT SERVICES DIRECTOR
DATE: 28 July 2015

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT FRED B LINGENFELTER TRUSTEE OF LINGENFELTER FAMILY TRUST DATED 01/31/1992, HAS SUBDIVIDED UNDER THE NAME OF "SUNRISE BUSINESS PARK, TRACT 6037", THE ABOVE DESCRIBED PROPERTY WITHIN THE CITY OF KINGMAN, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS THE PLAT OF "SUNRISE BUSINESS PARK, TRACT 6037", AND HEREBY DECLARES THAT THE SURVEY AND STAKING THEREOF INTO LOTS, BLOCKS, PARCELS, STREETS AND EASEMENTS AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND ACCORDING TO THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; THAT THE FOREGOING IS A CORRECT PLAT OF SAID SUBDIVISION AND STAKED INTO LOTS, BLOCK, PARCELS AND EASEMENTS, AND THAT THE DIMENSIONS OF SAME ARE CORRECTLY SHOWN BY FIGURES REPRESENTING FEET AND HUNDREDTHS OF A FOOT AND THE COURSES OF THE LOTS, BLOCKS, PARCELS, STREETS AND EASEMENTS ARE CORRECTLY SHOWN HEREON, AND THAT THE OWNER HEREBY GRANTS TO THE CITY OF KINGMAN AND DULY FRANCHISED UTILITY COMPANIES USE OF THE EASEMENTS WITHIN THE BOUNDARIES OF SAID SUBDIVISION AS SHOWN ON THE PLAT, AND DEDICATES THE STREETS TO THE PUBLIC FOR PUBLIC ROADWAY USE AS SHOWN HEREON TO THE PUBLIC AND THE CITY OF KINGMAN FOR PUBLIC UTILITY PURPOSES.

IN WITNESS WHEREOF: FRED B LINGENFELTER TRUSTEE OF THE LINGENFELTER FAMILY TRUST, DATED 01/31/1992, HERETO CAUSED IT'S CORPORATE NAME TO BE SIGNED BY THE UNDERSIGNED TRUSTEE BEING DULY AUTHORIZED TO DO SO ON

THIS 27th DAY OF July, 2015

BY: *Fred B. Lingenfelter, Trustee*
FRED B LINGENFELTER, TRUSTEE

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MOHAVE } ss

THIS DEDICATION WAS ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED TRUSTEE BY FRED B LINGENFELTER, WHO ACKNOWLEDGES HIMSELF TO BE THE TRUSTEE OF THE LINGENFELTER FAMILY TRUST DATED 01/31/1992, AND ACKNOWLEDGED THAT HE BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS SUCH OFFICER ON THIS

27th DAY OF July, 2015.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

Wanda Murphy
NOTARY PUBLIC
4-26-2017
MY COMMISSION EXPIRES

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT MOHAVE COMMUNITY COLLEGE FOUNDATION PER WARRANTY DEED RECORDED AT FEE NUMBER 2015003745, AND NOT PERSONALLY, HAS SUBDIVIDED UNDER THE NAME OF "SUNRISE BUSINESS PARK", THE ABOVE DESCRIBED PROPERTY WITHIN THE CITY OF KINGMAN, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS THE PLAT OF "SUNRISE BUSINESS PARK", AND HEREBY DECLARES THAT THE SURVEY AND STAKING THEREOF INTO LOTS, BLOCKS, PARCELS, STREETS AND EASEMENTS AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND ACCORDING TO THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; THAT THE FOREGOING IS A CORRECT PLAT OF SAID SUBDIVISION AND STAKED INTO LOTS, BLOCK, PARCELS AND EASEMENTS, AND THAT THE DIMENSIONS OF SAME ARE CORRECTLY SHOWN BY FIGURES REPRESENTING FEET AND HUNDREDTHS OF A FOOT AND THE COURSES OF THE LOTS, BLOCKS, PARCELS, STREETS AND EASEMENTS ARE CORRECTLY SHOWN HEREON, AND THAT THE OWNER HEREBY GRANTS TO THE CITY OF KINGMAN AND DULY FRANCHISED UTILITY COMPANIES USE OF THE EASEMENTS WITHIN THE BOUNDARIES OF SAID SUBDIVISION AS SHOWN ON THE PLAT, AND DEDICATES THAT PORTION OF LASALLE ST. & SUNRISE AVENUE, AS INDICATED BY HATCHING AND REFERENCED IN NOTE D, LYING ON PARCEL A-1 PER RS 39/26 & RECORDED @ FEE #2009-03307 TO THE PUBLIC FOR PUBLIC ROADWAY USE.

IN WITNESS WHEREOF: MOHAVE COMMUNITY COLLEGE FOUNDATION, UNDER WARRANTY DEED RECORDED AT FEE NUMBER 2015003745 HERETO CAUSED IT'S CORPORATE NAME TO BE SIGNED BY THE UNDERSIGNED PRESIDENT BEING DULY AUTHORIZED TO DO SO ON

THIS 28th DAY OF July, 2015

BY: *Richard Anderson, President*

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MOHAVE } ss

THIS DEDICATION WAS ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED OFFICER BY *Richard Anderson*, WHO ACKNOWLEDGES HIM/HERSELF TO BE THE PRESIDENT OF MOHAVE COMMUNITY COLLEGE FOUNDATION THAT HE/SHE BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS SUCH OFFICER ON THIS

28th DAY OF July, 2015.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

Paula R. Griffes
NOTARY PUBLIC
8/1/2019
MY COMMISSION EXPIRES

RECORDER'S CERTIFICATE

FILED AND RECORDED AT THE REQUEST OF THE CITY OF KINGMAN

ON THE 28th DAY OF July, 2015 RECORDS
OF MOHAVE COUNTY, ARIZONA

BY: *Paula R. Griffes* DEPUTY RECORDER
Paula R. Griffes RECORDER

RECEPTION No. *2015033745 8/1/15*

2153 E Gordon Drive, Suite 1 Kingman, AZ 86409
P.O. BOX 6547 Kingman, AZ 86402
228 N Main Street P.O. Box 2813
Winkford City, ND 58854
P: 928.753.2527 F: 701.204.0891
F: 928.753.9118
Toll-Free 855-mohave0
mohave-engineering.com
info@meaz.com

MOHAVE ENGINEERING ASSOCIATES, INC.

SHEET TITLE: **FINAL PLAT
SUNRISE BUSINESS PARK - TRACT 6037**

PREPARED FOR: **LINGENFELTER FAMILY TRUST
1080 RIATA VALLEY ROAD
KINGMAN, AZ 86401**



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Rich Ruggles, Development Services Department

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Proposed Resolution No. 5022 approving a revised property escrow assurance agreement for Hualapai Foothill Estates, Tract 3003-G

SUMMARY:

The final plat, improvement plans, and property escrow assurance agreement for Hualapai Foothill Estates, Tract 3003-G were approved under Resolution No. 4391 on February 5, 2007. This subdivision is located along the north side of Cheyenne Avenue, east of Omaha Drive and west of Cherokee Street. The subdivision consists of 43 single family residential lots on 66.75 acres.

The final plat and surety from First American Title Agency of Mohave, Inc. are not recorded; however, at the time of approval, the Council did not specify a recording deadline. The property ownership has changed, and the new owner intends on recording the final plat soon. A revised property escrow assurance agreement has been offered by Pioneer Title Agency as Trustee under Trust No. 5460.

The project engineer will be responsible for setting all boundary and lot corners and centerline control subsurface monuments before the plat may be recorded. Also a letter from the Arizona Registered Surveyor of record for this plat will need to be submitted stating that these corners have been set prior to recording.

FISCAL IMPACT:

None expected.

STAFF RECOMMENDATION:

Approve Resolution 5022.

ATTACHMENTS:

Description

Resolution 5022

Proposed Assurance Agreement

Final Plat

final plat pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Jeppson, Gary	Approved	6/13/2016 - 1:52 PM

City Attorney
City Manager

Cooper, Carl
Dougherty, John

Approved
Approved

6/13/2016 - 4:37 PM
6/13/2016 - 7:01 PM

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

CITY OF KINGMAN RESOLUTION NO. 5022

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; APPROVING A REVISED PROPERTY ESCROW ASSURANCE AGREEMENT FOR HUALAPAI FOOTHILL ESTATES, TRACT 3003-G

WHEREAS, the final subdivision plat, improvement plans and property escrow assurance agreement from First American Title Agency of Mohave, Inc. for Hualapai Foothill Estates, Tract 3003-G was approved by the City of Kingman Common Council which passed Resolution No. 4391 on February 5, 2007 and

WHEREAS, the approved final plat and assurance agreement for Hualapai Foothill Estates, Tract 3003-G have not been recorded, and there was no deadline set by City of Kingman Common Council for the recordation of the plat or the assurance agreement, and

WHEREAS, ownership of the subject property on which Hualapai Foothill Estates, Tract 3003-G is located has changed since the final plat and assurance agreement were approved, and

WHEREAS, a revised property escrow assurance agreement has been offered by the current property owner, Pioneer Title Agency, Inc., Trustee under Trust No. 5460.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona: That a property escrow agreement offered by Pioneer Title Agency, Inc., Trustee under Trust No. 5460 for Hualapai Foothill Estates, Tract, 3003-G is hereby accepted.

PASSED AND ADOPTED by the Honorable Mayor and Common Council of the City of Kingman, Arizona this 21st day of June, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

When Recorded Mail to:

Pioneer Title Agency
2213 Stockton Hill Road
Kingman, AZ 86401

ASSURANCE AGREEMENT
(PROPERTY ESCROW)

THIS AGREEMENT made and entered into this _____ day of _____ 2016, between PIONEER TITLE AGENCY INC., an Arizona corporation, as Trustee under Trust No. 5460 (hereinafter referred to as "PIONEER") AND The City of Kingman, Mohave County, Arizona (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, PIONEER, as Trustee, is the owner of a certain parcel of property located, situated and lying in the CITY OF KINGMAN, County of Mohave and the State of Arizona and

WHEREAS the parties hereto wish to establish specific terms, conditions and guidelines for compliance with the provisions of the CITY OF KINGMAN, Subdivision Ordinance No. 504 adopted 1983 and all amendments thereto..

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

I

PROPERTY DESCRIPTION

Lot 3 through 18, inclusive, Block 7 and Lots 3 through 29, inclusive, Block 8 and Parcel "Z" of HUALAPAI FOOTHILL ESTATES , TRACT 3003-G, according to the plat thereof recorded _____ at Fee No. _____ in the office of the Recorder of Mohave County, Arizona and being a tentative subdivision of a portion of Section 21, Township 21 North, Range 16 West of the Gila and Salt River Base and Meridian, Mohave County, Arizona.

Except all oil, gas, coal and minerals, as reserved in instrument recorded in Book 69 of Deeds, Page 12.

II

CONSTRUCTION OF IMPROVEMENTS

PIONEER will not transfer, release or in any way convey, any of the property described herein without obtaining written approval from THE CITY OF KINGMAN, except that the Trustee may sell and convey all of the property described herein in one transaction to a single purchaser, provided that such purchaser shall enter into an Assurance Agreement with the CITY pursuant to THE CITY OF KINGMAN Subdivision Ordinance No. 504 adopted 1983 and all amendments thereto.

Before approval shall be given by the CITY, the improvements contemplated by THE CITY OF KINGMAN Subdivision Ordinance No. 504 adopted 1983 and all amendments thereto, and as set forth in Plans and Specifications on file with the CITY shall be installed in accordance with the applicable CITY OF KINGMAN codes and specifications.

The duration of this Assurance Agreement shall be until all improvements have been made and this Assurance Agreement has no further force and effect.

Dated this 23rd day of May, 2016.

THE CITY OF KINGMAN
County of Mohave

PIONEER TITLE AGENCY, INC.
as Trustee under Trust 5460 and
not personally

By: _____
Mayor

By: [Signature]
Trust Officer

ATTEST:

BY: _____
City Clerk

ACCEPTED AND APPROVED:

FOOTHILLS ESTATES PHASE G LLC, an Arizona limited liability company

By: [Signature]
Douglas Angle, Manager

STATE OF ARIZONA)
) ss.
County of Mohave)

On May 23, 2016, before me, the undersigned Notary Public, personally appeared Douglas Angle personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shawn Marie Hoffman
Notary Public

My Commission Expires: February 10, 2020



STATE OF ARIZONA)
) ss.
County of Mohave)

On May 23, 2016, before me, the undersigned Notary Public, personally appeared Noreen Murphy personally know to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Veronica Murchison
Notary Public
Veronica Murchison

My Commission Expires: 3-15-18



FINAL PLAT HUALAPAI FOOTHILL ESTATES TRACT 3003 G

A SUBDIVISION OF A PORTION OF SECTION 21, TOWNSHIP 21 NORTH,
RANGE 16 WEST GILA & SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA
TOTAL AREA = 66.75± ACRES

CITY ENGINEER AND DEVELOPMENT SERVICES DIRECTOR CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE APPROVED PRELIMINARY PLAT AND ANY SPECIAL CONDITIONS ATTACHED THERETO, TO THE REQUIREMENTS OF THE CITY OF KINGMAN SUBDIVISION REGULATIONS AND TO ANY OTHER APPLICABLE REGULATIONS AND APPEARS TO COMPLY WITH ALL REQUIREMENTS WITHIN MY JURISDICTION TO CHECK AND EVALUATE.

BY: _____
CITY ENGINEER DATE _____

BY: _____
CITY DEVELOPMENT SERVICES DIRECTOR DATE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT PIONEER TITLE AGENCY, INC. AS TRUSTEE UNDER TRUST NO. 5460, AS OWNER OF THE ABOVE DESCRIBED PROPERTY AND AS SHOWN HEREON, HAS SUBDIVIDED UNDER THE NAME OF "HUALAPAI FOOTHILL ESTATES TRACT 3003 G," THE ABOVE DESCRIBED PROPERTY, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS THE PLAT OF SAID "HUALAPAI FOOTHILL ESTATES TRACT 3003 G," AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, BLOCKS, PARCEL, EASEMENTS, STREETS AND ROAD NAMES CONSTITUTING SAME, AND THAT EACH LOT, BLOCK, PARCEL AND ROAD SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT, AND HEREBY GRANTS THE AREA WITHIN PARCEL Z TO THE PUBLIC AS A DRAINAGE EASEMENT FOR USE AS SUCH, AND HEREBY DEDICATES THE STREETS AS SHOWN HEREON TO THE PUBLIC AND THE CITY OF KINGMAN FOR PUBLIC ROADWAY USE. ADDITIONAL UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY GRANTED TO THE PUBLIC FOR THE PURPOSES SHOWN ON THIS PLAT. THAT PIONEER TITLE AGENCY, INC. AS TRUSTEE UNDER TRUST NO. 5460, THE OWNER OF THIS PROPERTY, HEREBY CERTIFIES THAT SAID COMPANY UNDER TRUST NO. 5460 IS THE ONLY ENTITY WHOSE CONSENT IS NECESSARY TO GRANT THE EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF: PIONEER TITLE AGENCY, INC. AS TRUSTEE UNDER TRUST NO. 5460, HERETO CAUSED IT'S CORPORATE NAME TO BE SIGNED BY THE UNDERSIGNED TRUST OFFICER BEING DULY AUTHORIZED ON THIS

_____ DAY OF _____, 2016.
PIONEER TITLE AGENCY, INC. AS TRUSTEE UNDER TRUST NO. 5460

BY: _____ NOREEN MURPHY,
TRUST OFFICER

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA)
)ss
COUNTY OF MOHAVE)

THIS DEDICATION WAS ACKNOWLEDGED BEFORE ME, THE UNDERSIGNED OFFICER BY NOREEN MURPHY, WHO ACKNOWLEDGES HERSELF TO BE THE TRUST OFFICER OF PIONEER TITLE AGENCY, INC. AS TRUSTEE UNDER TRUST NO. 5460, AN ARIZONA CORPORATION AND ACKNOWLEDGED THAT SHE BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE HEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HERSELF AS SUCH OFFICER ON THIS

_____ DAY OF _____, 2016.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

RECORDER'S CERTIFICATE

FILED AND RECORDED AT THE REQUEST OF PIONEER TITLE AGENCY, INC.
ON THE _____ DAY OF _____, 2016 RECORDS
OF MOHAVE COUNTY, ARIZONA

BY: _____ DEPUTY RECORDER RECORDER _____

RECEPTION No. _____

MAYOR'S CERTIFICATE

I, RICHARD ANDERSON, MAYOR OF THE CITY OF KINGMAN, HEREBY CERTIFY

THAT THE KINGMAN COMMON COUNCIL APPROVED THE WITHIN PLAT ON THE

_____ DAY OF _____, 2016, AND ACCEPTED ON BEHALF OF

THE PUBLIC ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND THAT SATISFACTORY ASSURANCE IN THE FORM OF

_____ PROPERTY ESCROW TRUST AGREEMENT

FROM _____

HAS BEEN APPROVED IN THE FULL AMOUNT NECESSARY TO GUARANTEE COMPLETION OF ALL REQUIRED OFF-SITE IMPROVEMENTS NECESSARY FOR THIS SUBDIVISION.

MAYOR, CITY OF KINGMAN, ARIZONA DATE _____

ATTEST: _____
KINGMAN CITY CLERK DATE _____

NOTES

NOTE A: PARCEL Z IS DEDICATED HEREON FOR DRAINAGE PURPOSES.

NOTE B: THE 15.00 FOOT WIDE DRAINAGE EASEMENT (D.E.) AND PUBLIC UTILITY EASEMENT (P.U.E.) ARE GRANTED TO THE PUBLIC FOR DRAINAGE AND PUBLIC UTILITY PURPOSES BY THE RECORDING OF THIS PLAT.

NOTE C: THE 8.00 FOOT P.U.E. WIDE AND 10.00 FOOT WIDE GUYING EASEMENT (G.E.) AS SHOWN HEREON WERE GRANTED PER HUALAPAI FOOTHILL ESTATES UNIT 5 TRACT 3003-E AT FEE No. 97-43084.

BASIS OF BEARING: THE SOUTH HALF OF THE EASTLINE OF SECTION 21, BEARING N 00°05'35" E PER FEE No. 2005-018811.

ALL STREETS SHOWN HEREON ARE TO BE DEDICATED TO THE PUBLIC FOR PUBLIC USE BY THE RECORDING OF THIS PLAT.

A REVIEW OF FEMA F.I.R.M. PANEL No. 04015C 4600G DATED NOVEMBER 18, 2009, INDICATES THAT THE AREA AS SHOWN HEREON TO BE WITHIN ZONE X UNSHADED. ZONE X UNSHADED AS DEFINED AS AREAS OUTSIDE THE SFHA AND HIGHER THAN THE ELEVATION OF THE 0.2-PERCENT-ANNUAL-CHANCE FLOOD.

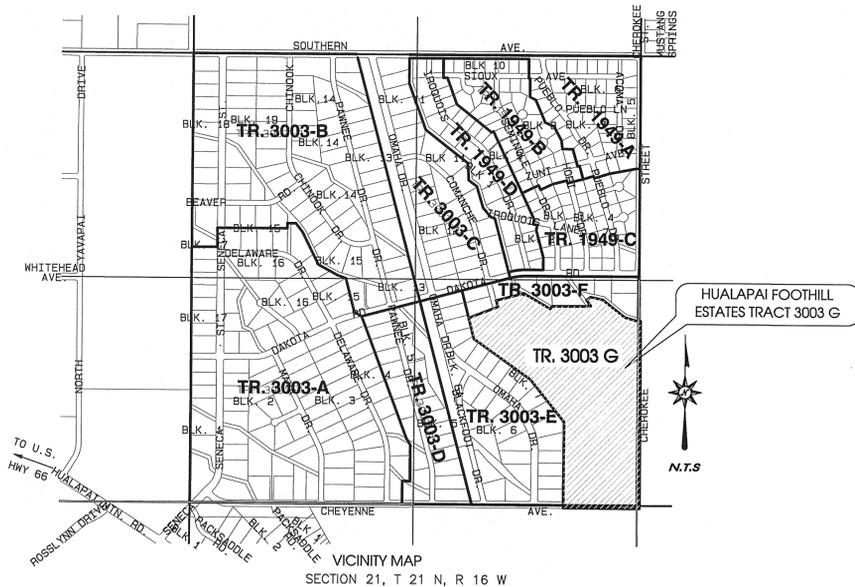
ENGINEER'S STATEMENT

THIS IS TO CERTIFY THAT THE ENGINEERING AND DESIGN OF THE ABOVE-DESCRIBED SUBDIVISION WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.



SURVEYOR'S STATEMENT

THIS IS TO CERTIFY THAT THE BOUNDARY SURVEY AND MONUMENTATION OF THE ABOVE-DESCRIBED SUBDIVISION WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.



LEGEND

- ⊕ FD STANDARD USGLO 2 1/2" BRASS CAP MONUMENT (1911)
 - (o) ⊕ FD 3" BRASS DISK IN CONCRETE, RLS 25401 & 24514 (1997)
 - FD 2" ALUM. DISC IN CONC., RLS 31600
 - A INDICATES SUBDIVISION CORNER, FD STANDARD USGLO 2 1/2" BRASS CAP MONUMENT (1911)
 - A1 INDICATES SUBDIVISION CORNER, FD 5/8" REBAR w/YPC, RLS 24514
 - A2 INDICATES SUBDIVISION CORNER, FD 1" ODIP w/TAG, RLS 6452
 - └ ALL LOT CORNER, PC'S AND PT'S OF LOT LINES WILL BE MONUMENTED WITH A 5/8 INCH REBAR AND GPC, RLS 54890.
 - SET 5/8 INCH REBAR WITH 2" ALUM. CAP, RLS 54890 WITH CONCRETE SURFACE COLLAR
 - M INDICATES MEASURED DATA THIS SURVEY
 - R INDICATES RECORD DATA PER FEE No. 2001-69718
 - R1 INDICATES RECORD DATA PER FEE No. 97-43084
 - D.E. INDICATES DRAINAGE EASEMENT
 - P.U.E. INDICATES PUBLIC UTILITY EASEMENT
 - VNAE INDICATES VEHICULAR NON-ACCESS EASEMENT
 - SF INDICATES SQUARE FOOTAGE OF LOT
 - N.R. INDICATES LINE NOT RADIAL TO CURVE
- ALL DISTANCES AS SHOWN HEREON ARE MEASURED DISTANCES UNLESS OTHERWISE NOTED

PHYSICAL: 2188 E. GORDON DRIVE, STE 1
MAIL: P.O. BOX 6647 - KINGMAN, AZ 86402
PH: 928.783.9227 F: 928.783.9118
mohave-engineering.com

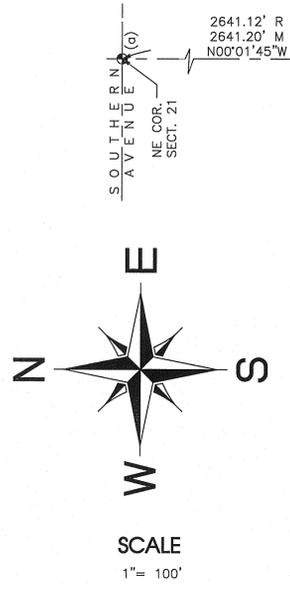
**MOHAVE
ENGINEERING
ASSOCIATES, INC.**

PREPARED FOR HUALAPAI DEVELOPMENT, LLC,
C/O DOUG ANGLE,
2800 HUALAPAI MOUNTAIN ROAD,
KINGMAN, AZ 86401
PH: 928-718-1550

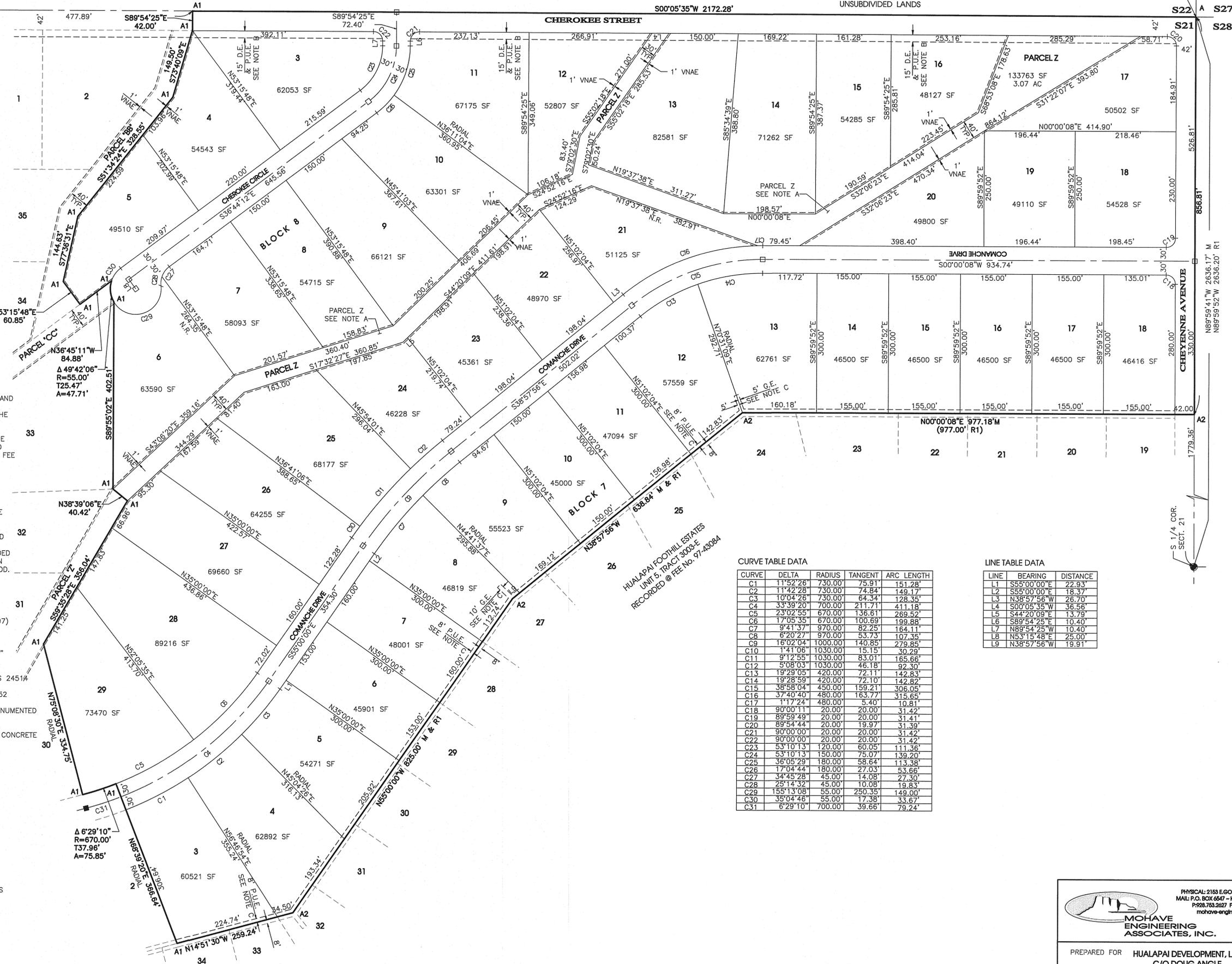
HUALAPAI FOOTHILL ESTATES TRACT 3003 G

BASIS OF BEARING N00°05'35"E 2650.17' M

UNSUBDIVIDED LANDS



HUALAPAI FOOTHILL
ESTATES TRACT 3003-F
RECORDED FEBRUARY 24, 2005
AT FEE No. 2005-018811



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CURVE TABLE DATA

CURVE	DELTA	RADIUS	TANGENT	ARC LENGTH
C1	11°52'26"	730.00	75.91	151.28'
C2	11°42'28"	730.00	74.84	149.17'
C3	10°04'26"	730.00	64.34	128.35'
C4	33°39'20"	700.00	211.71	411.18'
C5	23°02'55"	670.00	136.81	269.52'
C6	17°05'35"	670.00	100.69	199.88'
C7	9°41'37"	970.00	82.25	164.11'
C8	6°20'27"	970.00	53.73	107.35'
C9	16°02'04"	1000.00	140.85	279.85'
C10	1°41'06"	1030.00	15.15	30.29'
C11	9°12'55"	1030.00	83.01	165.66'
C12	5°08'03"	1030.00	46.18	92.30'
C13	19°28'05"	420.00	72.11	142.83'
C14	19°28'59"	420.00	72.10	142.82'
C15	38°58'04"	450.00	159.21	306.05'
C16	37°40'40"	480.00	163.77	315.65'
C17	1°17'24"	480.00	5.40	10.81'
C18	90°00'11"	20.00	20.00	31.42'
C19	89°59'49"	20.00	20.00	31.41'
C20	89°54'44"	20.00	19.97	31.39'
C21	90°00'00"	20.00	20.00	31.42'
C22	90°00'00"	20.00	20.00	31.42'
C23	53°10'13"	120.00	60.05	111.36'
C24	53°10'13"	150.00	75.07	139.20'
C25	36°03'29"	180.00	58.84	113.38'
C26	17°04'44"	180.00	27.03	53.66'
C27	34°45'28"	45.00	14.08	27.30'
C28	25°14'32"	45.00	10.08	19.83'
C29	155°13'08"	55.00	250.35	149.00'
C30	35°04'46"	55.00	17.38	33.67'
C31	6°29'10"	700.00	39.66	79.24'

LINE TABLE DATA

LINE	BEARING	DISTANCE
L1	S55°00'00"E	22.93'
L2	S55°00'00"E	18.37'
L3	N38°57'56"W	26.70'
L4	S00°05'35"W	36.56'
L5	S44°20'09"E	13.79'
L6	S89°54'25"E	10.40'
L7	N89°54'25"W	10.40'
L8	N53°15'48"E	25.00'
L9	N38°57'56"W	19.91'

MOHAVE ENGINEERING ASSOCIATES, INC.
 PREPARED FOR HUALAPAI DEVELOPMENT, LLC,
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 PH:928-718-1550

PHYSICAL: 2163 E. GORDON DRIVE, STE 1
 MAIL: P.O. BOX 6647 - KINGMAN, AZ 86402
 P:928.763.2627 F:928.763.9118
 mohave-engineering.com



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council
FROM: John A. Dougherty
MEETING DATE: June 21, 2016
AGENDA SUBJECT: Palo Christi School update

SUMMARY:

A request for an update was made by Vice Mayor Young at the last Council Meeting. Bill Shilling and I are trying to get an appointment to meet with Superintendent Roger Jacks to discuss this further. The last we talked, and I may have something more to report at the meeting, the ball was in the School Board's court about whether they are wanting to part ways (which it would appear they do) and how much are they wanting for the building.

I have also asked Bill to work with Carl on the procurement of an architect to do the needs assessment, look at the structures, and make a presentation to Council on potential cost. None of this money was budgeted so before we spend a bunch of money on the project I was waiting to see what the cost for the property was going to be.

FISCAL IMPACT:

As of yet unknown

STAFF RECOMMENDATION:

None at this writing. This presentation is informational only.

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Dougherty, John	Approved	6/13/2016 - 6:59 PM
City Attorney	Cooper, Carl	Approved	6/13/2016 - 7:00 PM
City Manager	Dougherty, John	Approved	6/13/2016 - 6:59 PM



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Carl Cooper, City Attorney

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Consideration of Adoption of the Council Handbook

SUMMARY:

The Council directed staff to develop a Council Handbook. The staff has completed the included version for comment or adoption.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Council Discretion

ATTACHMENTS:

Description

Council Handbook

REVIEWERS:

Department	Reviewer	Action	Date
City Attorney	Cooper, Carl	Approved	6/10/2016 - 4:05 PM
City Attorney	Cooper, Carl	Approved	6/10/2016 - 4:05 PM
City Manager	Dougherty, John	Approved	6/13/2016 - 6:51 PM



KINGMAN CITY COUNCIL HANDBOOK RULES AND PROCEDURE

(ADOPTED DAY/MONTH/YEAR)

BACKGROUND

PROCEDURES

The following are to be used in conjunction with these basic Rules of Procedure for meetings of the Kingman City Council: State Law, City Code, and Roberts Rules of Order.

In case of inconsistency, conflict, or ambiguity among the codes listed above, such codes shall govern in the order in which they are listed. Failure to follow these procedures does not necessarily invalidate the actions taken by the Council.

PRESIDING OFFICER

As provided by the City Code, the Mayor is the Presiding Officer of all Meetings of the Council. In the absence or disability of both the Mayor and the Vice-Mayor, the Meeting shall be called to order by the City Clerk, whereupon, the City Clerk shall immediately call for the selection of a temporary Presiding Officer. If a majority of the Councilmembers present is unable to agree on a Presiding Officer for the meeting, then the meeting shall automatically be adjourned and all agenda items shall be carried over to the next regular Council Meeting.

PARLIAMENTARIAN

The City Attorney shall serve as Parliamentarian for all Meetings. The City Clerk shall act as Parliamentarian in the absence of the City Attorney and the City Manager shall act as Parliamentarian in the absence of both the City Attorney and City Clerk.

SUSPENSION OF THE RULES

The Council, by a three-quarter vote of all members present, may suspend strict observance of these Council Rules or other policies and procedures for the timely and orderly progression of the Meeting; provided, however, that a simple majority of the Council may cause a change in the order of items on the Agenda.

REGULAR MEETINGS

The Council shall hold regular Meetings on the first and third Tuesday of each month at 5:30 p.m. All regular Meetings shall be held at the City Hall Council Chambers or at such place as may be prescribed by the Mayor or the City Manager.

When the day for a regular Meeting of the Council falls on a legal holiday, no Meeting shall be held on such holiday, but such Meeting shall be held at the same time and the same location on the day designated by the Council that is not a holiday, unless the meeting is otherwise cancelled by the Council.

SPECIAL MEETINGS

Special meetings may be called by the City Manager, three or more members of the Council, or by the Mayor. The Council may hold any other meetings it deems necessary at such times and locations as it determines appropriate under the circumstances for the purposes of addressing specific issues, specific neighborhood's concerns, strategic planning, budgeting, or for any other purpose allowed by law, so long as notice of such meeting has been given in accordance with the Arizona Open Meeting Law. The City Clerk shall prepare written notice of special sessions, stating time, place, and agenda. This notice may be placed in the mailbox, by telephone, or by email to each member of the Council, the City Manager, and the City Attorney. The notice shall be posted no later than twenty-four hours in advance of the special meeting. If an emergency requires an earlier meeting of the Council than allowed by this rule, then state statute controls.

WORK SESSIONS

The Mayor or the City Manager (at the City Manager's own discretion or upon the written request of three Councilmembers) may convene the Council in a Work Session at any time after giving notice at least 24 hours in advance of such Meeting to members of the Council and the general public. The notice shall include the date, place, hour and purpose of such special Meeting.

Work sessions are held for the purpose of presentations and discussions on such issues that require more in-depth consideration of the Council than may be possible at a regular Meeting. No formal action of the Council may be taken at such Meetings, other than general consensus or conveying direction to staff for further action.

At workshop meetings the Council will receive information and presentation of issues from the City Manager and City staff. Council may ask questions and may request that certain information be provided or issues be addressed at another workshop meeting or a regular meeting of Council. Final action on items is not taken at workshop or study sessions. No formal vote of the Council in favor or against any agenda item may be taken at a workshop or study session.

Workshops are not public hearings. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or study session. Questions may be directed by the Council to a member of the public or another interested party or, in appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an agenda item or a particular question related to an agenda item. The Mayor may limit or end the time for such response to questions or presentation.

EXECUTIVE SESSIONS

Subject to applicable State law, the Council may hold such closed executive sessions as necessary to conduct the business of the City.

EMERGENCY MEETINGS

As provided for by State law, the Mayor and Council or the City Manager may call a special emergency Meeting to discuss or take action on an unforeseen issue where time is of the essence and sufficient time does not provide for the posting of a Meeting notice 24 hours or more before the Meeting. Notice of an emergency Meeting of the Council will be posted within 24 hours following the holding of an emergency Meeting. The notice will include the emergency Meeting's Agenda and a brief but complete description of the nature of the emergency. Emergency Meetings shall not provide for a "Call to the Public."

MEETINGS TO BE PUBLIC

With exception of executive sessions, all regular, special and work session Meetings of the Council, Boards, Commissions, and Committees shall be open to the public.

Public comment (Call to the public) is not taken at work sessions, emergency Meetings or at special Meetings, unless the special Meeting includes a public hearing on the Agenda.

MINUTES OF MEETINGS

The City Manager shall ensure staff attendance at all regular, special, work session, emergency and executive session Meetings of the Council for the purpose of taking notes and/or audio recordation of the Meeting.

To the extent possible, all open, public Meetings shall be recorded by means of audio or video technology. In addition, written minutes reflecting legislative intent shall be taken so that an accounting of the issues discussed and actions taken is compiled and entered into the permanent Minute Book of the

City and kept on file and of record in the Office of the City Clerk. Audio or video recordings of Meetings will be retained for a period of time in accordance with the current City of Kingman and/or State of Arizona approved records retention and disposition schedules. Minutes shall identify speakers by name and shall indicate whether they are Kingman residents, and whether they support or oppose the proposed action (i.e. “for” or “against”) along with a summary of the speakers’ verbal comments provided at the meeting.

All Meeting minutes of the Council are deemed to be public records, with the exception of executive session minutes, which, while they fall under the definition of and are considered public records by State law, are deemed confidential and are only available under limited conditions or by Court Order. Transcribed minutes, or the audio or video recordings of all open Meetings of the Council are to be made available through the City’s Web Site, www.CityofKingman.gov within two working days following their approval, or as provided by State law.

Minutes of executive sessions (1) shall be confidential, (2) are maintained and secured by the City Clerk and (3) may be accessed only as provided by State law.

Minutes of all Meetings of the Council (other than Executive Sessions) may be approved under the consent agenda, unless removed for discussion and separate action.

NOTICE AND AGENDA

POSTING NOTICES

The City Clerk, or authorized designee, shall prepare all public Meeting notices of the Council, and shall ensure posting of the Meeting notices no less than 24 hours before the date and time set for said Meetings in accordance with State law.

Meeting notices shall be posted at a minimum of three locations within the City, including City Engineering, 220 N. Fourth Street; Development Services, 310 N. Fourth Street, First Floor; City Hall, 310 N. Fourth Street, Second Floor/Spring Street Entrance; and the City's website, www.CityofKingman.gov.

AGENDA PREPARATION

The City Manager and Mayor, or authorized designee, shall prepare the Agendas for all Meetings of the Council as set forth below. Agendas of all Meetings of the Council shall generally be made available to the public no less than 96 hours prior to said Meetings. In no event shall the Agenda be made available less than 24 hours prior to the Meeting. Agendas and Agenda packet materials are to be made available through the City's web site.

Items may be placed on the Council Agenda for discussion and possible action by the following process:

1. All Departments: Submittal by Novus Agenda with approvals of the department director and staff (including all attachments) no later than the 12:00 p.m. (noon), Monday Agenda Packet preparation week. The City Attorney reviews submitted items for legal conformity. The City Manager approves/amends items and signs off, finalizing the item for inclusion in the Agenda Packet.
2. Mayor and Councilmembers: The Mayor or any Councilmember may direct the City Manager through a written request to place an item on an Agenda for action. Any Councilmember may direct the City Manager to place an item on a future Agenda during the "Announcements" portion of a Meeting for discussion relating only to the propriety of (i) placing such item on a future Agenda for action or (ii) directing staff to conduct further research and report back to the Council.
3. Citizen or Group: A citizen or group may apply to have an item placed on the Agenda as follows:
 - a. Obtain a "Scheduled Public Appearance/Presentation" form from the City Clerk and, when completed, return it to the City Clerk for submission to the City Manager.
 - b. The City Manager or authorized designee shall research the issue to determine if it may be handled administratively or will require Council discussion. If it is determined that the matter should be placed before the Council, the City Manager shall ensure that documentation, if any, is compiled and the material included in the Agenda Packet. If the City Manager determines that the subject should not be placed on the Agenda, an individual wishing to have an item on the Agenda may (i) ask that the request be forwarded to the Mayor for consideration or (ii) obtain the written request of three members of the Council to place the item on the Agenda, and submit that request to the City Manager.
 - c. The City Manager may postpone the requested appearance/presentation date, if additional staff time is needed to research a proposed Agenda item.

Any requests requiring audio/visual support must be submitted to the City Clerk for coordination with the IT Department a minimum of 48 hours prior to the Meeting to ensure proper coordination and preparation. Department directors are responsible for obtaining presentation materials from applicants or presenters involved in their respective Agenda items.

Full Agenda Packets for all noticed Meetings (except executive session documentation) of the Council shall be made available to Councilmembers electronically, no later than five days before Meetings; provided, however, that Agenda Packets may be supplemented later under special circumstances so long as no Agenda Packet material is made available less than 24 hours prior to the Meeting, except in the case of exceptional circumstances or an emergency Meeting.

DISTRIBUTION OF NOTICES AND AGENDAS

The City Clerk shall ensure that the Meeting notices, Agendas and packet documentation, as deemed necessary, are posted to the City's website: www.CityofKingman.gov and made available to the Mayor and Council, the public, City Manager, City Attorney, and staff electronically by 12:00 p.m. on the Thursday prior to the date of the meeting.

In exceptional circumstances, such Agenda may be amended up to, but not less than, 24 hours prior to the designated Meeting, unless otherwise authorized by State Law. Amended Agendas shall indicate the date amended.

TELECONFERENCE PROCEDURE

When a Councilmember is unable to attend a Meeting and desires to participate in the Meeting by telephone, the Councilmember shall be permitted to do so provided he/she gives the City Clerk, or authorized designee, notice of his/her inability to be present at the Meeting at least six hours prior to the Meeting.

The notice of the Meeting and the Agenda shall include the following: "Councilmembers of the City of Kingman will attend either in person or by telephone conference call."

Facilities will be used at the Meeting to permit the public to observe and hear all telephone communications.

The Minutes of the Meeting shall clearly set forth which members are present in person and which are present by telephone.

ORDER OF BUSINESS

The Order of Business of each Meeting shall be as contained in the Agenda. The Agenda shall be a sequentially numbered listing by topic and a brief description of business items that shall be taken up for consideration.

AGENDA

The Agenda shall be prepared in the following order unless modified by the Manager or Mayor:

- Call To Order
- Roll Call
- Invocation/Moment of Reflection
- Pledge Of Allegiance
- Approval of Minutes
- Appointments
- Awards/Recognition

Call to the Public
Consent Agenda
Old Business
New Business
Department Reports/Council Liaison Reports
Announcements by Mayor, Council Members, and City Manager
Executive Session
Adjournment

Roll Call: The Presiding Officer shall direct the City Clerk or authorized designee to call the Roll, and the names of Councilmembers both present and absent shall be entered into the minutes. The order of roll call shall be: Mayor, Vice Mayor and then Councilmembers alphabetically.

Invocation/Moment of Reflection: This may include prayer, reflective moment of silence, or short solemnizing message. No member of Council or employee of the City shall offer a prayer or invocation.

Proclamations: All requests should be submitted to the Mayor, through the City Clerk's Office, for consideration. The subject or recipient should be City related. It is within the Mayor's discretion whether to prepare such a document and/or place it on the agenda.

Call to the Public:

1. All citizens and interested parties will be limited to a maximum of three minutes to address the Council on a non-Agenda item.
2. All citizens and interested parties wishing to speak before the Council shall fully complete a speaker's request form.
3. At the conclusion of each citizen's comments, the Presiding Officer may take any or all of the following actions:
 - a. Thank speaker for addressing issue.
 - b. Ask staff to review matter.
 - c. Ask that a matter be put on a future Agenda.
 - d. Permit individual Councilmembers to respond to criticism raised during the Call to the Public after all requests to speak have taken place.
4. Light and/or sound signals shall be used to indicate the commencement of the time for speaking and a warning light may flash to show that the appropriate time has passed. A red light will signal that there is no longer any remaining time.

Consent Agenda:

1. The Consent Agenda includes items that are of such a nature that discussion is not required, or issues that have been previously studied by the Council. These items may be adopted by one motion.
2. There is no detailed discussion on items listed under the Consent Agenda, unless a member of the Council or any member of the public in attendance at the Meeting requests that an item or

items be removed for discussion. Councilmembers or the public may not ask a question without removal of the item from the Consent Agenda.

3. Items removed from the Consent Agenda are considered in their normal sequence as listed on the Agenda.

Action Items:

1. At the time each business item is presented to the Council, the City staff shall present a report on the subject and the applicant, if any, may also speak. If allowed, citizens and interested parties wishing to speak before the Council shall fully complete speaker request forms and submit the forms to the City Clerk, or authorized designee, prior to Council discussion of that Agenda item. The Mayor or the City Clerk, or authorized designee, will then call the speaker cards of those citizens desiring input and comments. Speakers will be called in the order in which the speaker cards were received. If a speaker chooses not to speak when called, such speaker will be deemed to have waived his/her opportunity to speak on that matter.

2. Those speaking before Council will be allowed three minutes to address Council, but time limits may be waived by consensus of the Council at a Meeting. Speakers may not reserve a portion of their time for a later time or transfer any portion of their time to another speaker.

3. The purpose of all public comments is to provide information and the speaker's views for Council consideration. It is not appropriate for the speakers to question directly, or debate the matter under consideration with staff, other speakers, the audience or Councilmembers; all remarks will be addressed to the Presiding Officer and not to individual Councilmembers. All comments shall be addressed through the Presiding Officer who shall decide if any response is warranted and who, if anyone, shall address the concern. Councilmembers may request, upon recognition by the Presiding Officer, clarification of comments or materials presented by the speakers, any applicant's representatives or City staff; provided, however, that no Councilmember shall engage in debate directly with such speakers, representatives or City staff.

4. Proper decorum must be observed by Councilmembers, by speakers in providing testimony and remarks and by the audience. In order to conduct an orderly business Meeting, the Presiding Officer shall keep control of the Meeting and shall require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests or other conduct that disrupts or interferes with the orderly conduct of the business of the Meeting. Personal attacks on Councilmembers, City staff or members of the public are not allowed.

5. Generally, Agenda items requiring public hearings, other than those of a quasi-judicial nature, shall be conducted in the following order:

a. The Presiding Officer will announce the matter that is set forth for a public hearing and, if appropriate, ask the staff to provide a report of the matter.

b. The Presiding Officer will then ask the applicant to speak regarding the matter.

c. At the conclusion of the staff report and/or presentation by the applicant, the Presiding Officer will open the public hearing for comments from the public.

d. After all public comments are heard; the Presiding Officer will close the public hearing, and may ask staff or the applicant to respond to the comments.

e. The Presiding Officer will ask if Council wishes to discuss the issue. Council may then proceed to discuss the matter.

f. Upon the conclusion of Council comment, the Presiding Officer will call for a motion and take action on the motion.

g. Exhibits, letters, petitions, and other documentary items presented or shown to the Council on a public hearing item become part of the record of the public hearing and shall be maintained by the City Clerk.

6. Questions or comments from the public shall be limited to the subject under consideration. Depending upon the extent of the Agenda and the number of persons desiring to speak on an issue, the Presiding Officer may, at the beginning of the Agenda item, limit repetitive testimony, but in no event to less than three minutes per topic. Upon approval of (a) the Presiding Officer or (b) a majority of the Council, persons may be allowed to speak longer than three minutes. Councilmembers may ask the individual speaker questions through the Presiding Officer.

7. Quasi-judicial hearings shall be conducted in accordance with the principles of due process, and the City Attorney shall advise the Council in this regard.

Announcements:

1. The Council may direct the City Manager to follow-up on matters presented at that Meeting.

2. The Council may direct the City Manager to bring an item before the Council on a future Agenda for discussion and possible action.

3. The Council may direct the City Manager to conduct further research and report back to the Council.

4. The Mayor, individual Councilmembers and the City Manager may present a brief summary on current events and/or activities. The Arizona open meeting law does not allow discussion or action on any matter mentioned during this summary.

Adjournment: The open, public Meetings of the Council may be adjourned by consensus of the Council.

PROCEDURES FOR CONDUCTING THE MEETING

CALL TO ORDER

The Council shall be called to order by the Presiding Officer. In the absence of both the Mayor and Vice-Mayor, the Meeting shall be called to order by the City Clerk, who shall immediately call for the selection of a temporary Presiding Officer.

PARTICIPATION OF PRESIDING OFFICER

The Presiding Officer may debate from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and he/she shall not be deprived of any of the rights and privileges of a Councilmember by reason of his/her acting as Presiding Officer. The Presiding Officer is responsible for the conduct of the Meeting.

QUESTION TO BE STATED

The Presiding Officer shall verbally restate, or shall ask the City Clerk to verbally restate, each question immediately prior to calling for discussion and the vote. Following the vote, the Presiding Officer shall ask the City Clerk or authorized designee to verbally announce the results of voting, including the ayes, nays and abstentions. The Presiding Officer shall publicly state the effect of the vote for the benefit of the audience before proceeding to the next item of business. Formal votes shall not be taken at work sessions or executive sessions.

RULES/DECORUM/ORDER

The Presiding Officer shall determine all points of order after consultation with the Parliamentarian, subject to the right of any member to appeal such determination to the whole Council. If any appeal is taken, the question (motion) shall be substantially similar to the following: "Shall the decision of the Presiding Officer be sustained?" In which event, following a second, a majority vote shall govern, and conclusively determine such question of order.

Order and Decorum.

1. Councilmembers: Any Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, may speak.
2. Employees: Members of the administrative staff and employees of the City shall observe the same rules of procedure and decorum applied to Councilmembers. The City Manager shall ensure that all City employees observe such decorum and will direct the participation of any staff member in the discussion of the Council. The City Manager shall first be recognized by the Presiding Officer prior to addressing the Council. Any staff member desiring to speak shall first be recognized by the City Manager.
3. Public: Members of the public attending the Meetings shall observe the same rules of order and decorum applicable to the Council. Unauthorized remarks or demonstrations from the audience, such as applause, stamping of feet, whistles, boos or yells shall not be permitted by the Presiding Officer, who may direct a law enforcement officer to remove such offender/s from the room.

Proper decorum is to be maintained during all Meetings by the Council, staff and guests. It is the responsibility of the Presiding Officer of the Meeting to ensure compliance with this Policy. The Presiding Officer shall request that a speaker refrain from improper conduct; if the speaker refuses, the Presiding Officer may end the speaker's time at the podium. If the speaker refuses to yield the podium after being asked to do so by the Presiding Officer, the Presiding Officer may recess the Meeting for a

brief time, end the speaker's time at the podium, or direct a law enforcement officer present at the Meeting to remove from the Meeting the person whose conduct is disorderly or disruptive.

Motions:

When a motion is made and seconded, it shall be stated by the Presiding Officer before voting commences. Some commonly used motions are:

Adjourn: A motion that ends the meeting.

Recess: A motion that suspends the meeting on a temporary basis.

Motion to Table: A motion to table enables the assembly to lay the item aside temporarily or permanently. A motion to table shall not be debated and shall preclude all amendments or debate of the subject under consideration.

Motion to Limit or Terminate Discussion: Such a motion shall be used to limit or close debate on, or further amendment to, the main motion. This is referred to as "Call for the Question" and is the motion used to cut off debate and to bring the group to an immediate vote on the pending motion; it requires a two-thirds vote. The vote shall be taken by voice. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

Motion to Amend: A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment on the floor shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. Amendments shall be voted on first, prior to consideration of subsequent amendments. After all amendments have been voted on, the Council shall vote on the main motion (as amended, if applicable).

Main Motion: The motion on the floor regarding the issue debated.

After the motion has been made, or after a public hearing has been closed, no member of the public shall address the Council without first securing permission from the Presiding Officer.

After discussion has been concluded and the Mayor, the Councilmember who made the motion or the City Clerk has restated the motion under consideration, the following procedure shall apply:

1. Casting a Vote:

a. In acting upon every motion, the vote shall be taken by casting a mechanical yes/no vote, voice, roll call or any other method as determined by the Presiding Officer, by which the vote of each member of the Public Body can be clearly ascertained and recorded in the Meeting minutes. Upon the request of the Mayor or a Councilmember, the vote shall be taken by roll call.

b. The vote on each motion shall be entered into the record by names of the Councilmembers voting for or against. The Record also shall include the names of any member not casting a vote by reason of being absent from the room at the time of the vote.

c. If a Councilmember has declared a Conflict of Interest, the City Clerk shall include a statement such as "Abstained due to declared Conflict of Interest" in the Official Minutes as part of the results of the vote.

d. If the roll call method of voting is used, the City Clerk or designee shall call the names of all members in random order with each new vote. Members shall respond “Aye” or “Nay.”

2. Failure to Vote:

a. All Councilmembers in attendance at a duly called Meeting that requires formal Council action are required to vote. A member may abstain from voting only if he/she has a conflict of interest under State law, in which case such member shall take no part in the deliberations on the matter in question.

b. Should a Councilmember fail to vote, unless the Councilmember’s vote is excused by the State law; his/her vote shall be counted as “Aye.”

3. Reconsideration: Any Councilmember who voted with the majority may move a reconsideration of any action at the same or next regular Meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without the unanimous consent of the Council.

4. The affirmative vote of a majority of a Quorum shall be required for passage of any matter before the Council.

KEY TO THE CITY

The “Key to the City” is a symbolic gesture of appreciation and welcome to a person or entity. Because it is one of the City’s highest honors, the Key will only be presented in a manner consistent with the City’s visions, mission, and goals.

A review panel shall be convened by the City Manager on an as needed basis upon the receipt of nominations under the “Key to the City” program. The Panel shall consist of members from other public agencies and/or the public drawn from an eligibility pool approved by the Mayor. Meetings of the Panel will be open to the public subject to the open meetings law. The Panel shall submit recommendations to the City Council for final approval.

The “Key to the City” of Kingman is intended to honor:

- Professional or amateur sports
- Entertainment industry
- Military service
- Public service
- Humanitarian efforts
- A Kingman resident reaching the age of 100 years
- A person that performed an act of heroism in the city limits
- A visiting dignitary or celebrity visiting the City of Kingman

A request for a Key to the City nomination should be submitted to the City Manager for consideration. Requests for a Key to be presented in recognition of circumstances other than those listed above shall be considered on a case by case basis by the Review Panel.

STANDARDS OF CONDUCT FOR ELECTED OFFICIALS

GENERAL BACKGROUND

The City of Kingman has a Council-Manager form of government. Subject to the limitations imposed by the State Constitution and so long as consistent with State law, all powers of the City are vested in the elected City Council. The City Council, which is comprised of six council members and the Mayor, enacts local legislation, adopts budgets, determines policies, and appoints the City Manager, City Attorney, and City Magistrate.

CODE OF CONDUCT FOR ELECTED OFFICIALS

This Code of Conduct is designed to describe the manner in which council members should treat one another, city staff, constituents, and others they come into contact with in representing the City of Kingman. The constant and consistent theme through all of the conduct guidelines is "respect." Elected officials are called upon to exhibit behavior consistent with the Code of Conduct and Code of Ethics at all times.

COUNCIL CONDUCT WITH ONE ANOTHER

The council members should refer to one another formally during public meetings as Mayor, Vice Mayor or Council Member followed by the individual's last name.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of free democracy in action. This does not allow, however, council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or personally disparaging comments in public meetings or during individual encounters. Shouting or physical actions that could be construed as threatening or demeaning will not be acceptable.

If a council member is personally offended by the remarks of another council member, the offended council member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other council member to justify or apologize for the language used.

It is the responsibility of the Mayor, as the Presiding Officer, to keep the comments of council members on track during public meetings. Council members should honor efforts by the Presiding Officer to focus discussion on current agenda items. If there is disagreement about the agenda or the Presiding Officer's actions, those objections should be voiced politely and with reason, following commonly recognized parliamentary procedure.

Council members have a public forum to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. This public forum should be used in the most effective and beneficial manner.

COUNCIL CONDUCT WITH CITY STAFF

Council members shall treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable. Council members should refer to staff by their title followed by the individual's last name in public meetings when first introduced.

Limit contact to specific City staff. Questions of City staff and/or requests for additional background information shall be directed to the City Manager, City Attorney, or City Magistrate. Requests for follow-up or directions to staff should be made only through the City Manager or the City Attorney when appropriate. When in doubt about what staff contact is appropriate, council members should ask the City

Manager for direction. Materials supplied to a council member in response to a request will be made available to all members of the council so that all have equal access to information.

Do not disrupt City staff from their jobs. Council members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

Never publicly criticize an individual employee. Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

Do not get involved in administrative functions. Neither the council nor any of its members shall interfere with the execution by the City Manager of his or her powers and duties, or order, directly or indirectly, the appointment by the City Manager of any person to an office or employment or his removal therefrom. Except for purposes of inquiry, the council and its members shall deal with the administrative service under the City Manager solely through the City Manager, and neither the council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately. Nothing in this section shall be construed, however, as prohibiting the council while in open session from fully and freely discussing with or suggesting to the City Manager anything pertaining to city affairs or the interests of the city.

Do not attend meetings with City staff unless requested by staff. Even if the council member does not say anything, the council member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

Do not solicit political support from staff. Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, collection of petition signatures, etc.) from City staff. City staff may, as private citizens within constitutional rights, support political candidates but all such activities must be done away from the workplace and the staff cannot identify themselves in any manner as City employees.

COUNCIL CONDUCT WITH BOARDS AND COMMISSIONS

Limit contact with Board and Commission members to questions of clarification Council members shall not contact a Board or Commission member to lobby on behalf of an individual, business, or developer. Council members may contact Board or Commission members in order to clarify a position taken by the Board or Commission or a member of that Board or Commission. Council members may respond to inquiries from Board and Commission members. Communications should be for information only.

If attending a Board or Commission meeting, be careful to only express personal opinions Council members may attend any Board or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation—especially if it is on behalf of an individual, business or developer—could be viewed as unfairly affecting the process. Public comments by a council member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the council.

Remember that Boards and Commissions serve the community, not individual council members The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the council. However, Board and Commission members do not report to individual council members, nor should council members feel they have the power or right to threaten Board and Commission members with removal if they disagree about an issue.

Be respectful of diverse opinions. A primary role of Boards and Commissions is to represent many points of view in the community and to provide the council with advice based on a full spectrum of concerns and perspectives. Council members may have a closer working relationship with some individuals serving on Boards and Commissions, but must be fair and respectful of all citizens serving on Boards and Commissions.

COUNCIL CONDUCT WITH THE PUBLIC

Be welcoming to speakers and treat them with care and gentleness. For many citizens, speaking in front of council is a new and difficult experience. Under such circumstances many are nervous. Council members are expected to treat citizens with care and respect during public hearings. Council members should commit full attention to the speakers or any materials relevant to the topic at hand. Comments and non-verbal expressions should be appropriate, respectful and professional. Questions by council members to speakers should seek to clarify or expand information.

Be fair and equitable in allocating public hearing time to individual speakers. The Mayor will determine and announce time limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers. Each speaker may only speak once during the public hearing unless the council requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Mayor reopens the public hearing for a limited and specific purpose.

Ask for clarification, but avoid debate and argument with the public. Only the Mayor, not the individual council members, should interrupt a speaker during a presentation. However, a council member can ask the Mayor for a point of order if the speaker is off the topic or exhibiting behavior or language the council member finds disturbing. Questions by council members to members of the public testifying should seek to clarify or expand information.

Follow parliamentary procedure in conducting public meetings. The City Attorney serves as the Parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor, subject to the appeal of the full council.

COUNCIL CONDUCT WITH THE MEDIA

When communicating with the media, council members should clearly differentiate between personal opinions and the official position of the City. All council members represent one vote of seven and until a vote on any issue is taken, council members' positions are merely their own.



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM:

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Resolution No. 5023 - Call of Election for a Ballot Question to Seek Voter Approval for the Sale of City Owned Property

SUMMARY:

At the June 7, 2016, Regular Meeting the Council directed staff to return with a resolution to send a ballot question to the voters regarding the sale of approximately 151.6 acres of city-owned property known as "Kingman Crossing". If approved, Resolution No. 5023 will send this question to the voters at the November 8, 2016, General Election.

The proposed question does not include approximately 17 acres on the western portion of the city-owned property that is designated as parks/open space.

If the ballot question passes, the City of Kingman will be authorized to sell the property at any point in the future which is deemed appropriate by the Council. Sale of the property may only be done through a formal bid process in which the city must follow processes for publication of the invitation to bid as outlined in A.R.S. 9-402.

FISCAL IMPACT:

Approximately \$15,000 which has been budgeted in FY16-17 for publicity pamphlets. There is no anticipated additional cost for the election itself as the city will hold candidate elections simultaneously.

STAFF RECOMMENDATION:

Council discretion.

ATTACHMENTS:

Description

Resolution No. 5023

Sample Ballot Language

Timeline for Sending Ballot Question to Voters

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Muhle, Sydney	Approved	6/13/2016 - 4:34 PM
City Attorney	Cooper, Carl	Approved	6/13/2016 - 4:39 PM

City Manager

Dougherty, John

Approved

6/13/2016 - 7:38 PM

RESOLUTION NO. 5023

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGMAN, MOHAVE COUNTY, ARIZONA, DESIGNATING THE ELECTION DATE AND PURPOSE OF ELECTION; DESIGNATING THE DEADLINE DATE FOR VOTER REGISTRATION.

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, November 8, 2016, has been set as the time for holding the General Election in the City of Kingman for the purpose of nominating candidates for Mayor and Council, the general election ballot shall contain a questions pertaining to the sale of city-owned parcels of approximately 151.6 acres described as a portion of Section 9, T.21N., R.16W., of the G&SRM, Mohave County, AZ.

WHEREAS, Mohave County registration and voting lists will be used for the municipal elections. In order to be qualified to vote in the General Election, residents must be registered by Midnight, October 11, 2016.

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

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

APPROVED

Richard Anderson, Mayor

ATTEST:

Sydney Muhle, City Clerk

APPROVED AS TO FORM

Carl Cooper, City Attorney

CITY OF KINGMAN GENERAL ELECTION NOVEMBER 8, 2016

QUESTION 1

SALE OF REAL PROPERTY

Shall the City of Kingman be authorized to sell approximately 151.6 acres of surplus real property described as a portion of Section 9, T.21N., R.16W., of the G&SRM, Mohave County, AZ, generally located south of Interstate 40 and west of the Cherokee Street alignment, a full legal description for which is available from the City of Kingman and at www.cityofkingman.gov, for the purpose of commercial development?

A "YES" vote will authorize the City of Kingman to sell the real property described above.

A "NO" vote will not authorize the City of Kingman to sell the real property described above.

YES / SI

NO

Exhibit 1 – Legal Description

A portion of the South One Half (1/2) of Section 9, T.21 N., R. 16 W., G. & S.R.M., Mohave County, Arizona as shown on Retracement and Dependent Resurvey of a Portion of the South East One Quarter and the South West One Quarter of Section 9 lying within the area as described as follows;

That portion of said section 9 as described in Book 3550 page 368 Official Records of Mohave County, Arizona and shown as Parcel A and B on said resurvey plat and lying Easterly and adjacent to 125' wide Electrical Transmission Easement as described in Book 138 pages 16-18 of Dockets Mohave County Recorder.

This area contains 151 acres more or less based on recorded deeds and surveys.

Timeline of Events for Sending Property Sale Question to the Ballot

General Election 2016

July 5, 2016	Council must pass a resolution calling the election and sending the question forward to the voters for approval
August 10, 2016	Deadline for arguments for and/or against the ballot measure must be submitted to the City Clerk's Office
September 30, 2016	Publicity Pamphlets are mailed to all registered voters
October 10, 2016	Early ballots are mailed out by Mohave County Voter Registration
November 8, 2016	General Election

NOTE:

- The sample ballot language does not include the approximately 17 acres on the western portion of the city owned property at Kingman Crossing that is still designated as parks/open space.
- An official appraisal of the property must be conducted by an appraiser licensed in the State of Arizona.
- Ballot language for the question is restricted to 100 words per A.R.S. § 9-403.B.
- If the voters approve sale of the property the City of Kingman may sell the property any time after voter approval
- Sale of the property may only be done through a formal bid process in which the city must follow processes for publication for the invitation to bid as outlined in A.R.S. § 9-402.



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Carl Cooper, City Attorney

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Ignite Marketing Agreement

SUMMARY:

City staff has met with representatives of Ignite to discuss the marketing agreement. An agreement has been drafted for Council review, discussion, and action if desired.

As I noted at the last meeting, a broad interpretation of our procurement code would allow the direct selection of Ignite for marketing purposes. According to KMC 2-160(d):

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

The normal procurement process involves a City decision that a product or service is needed. Then, utilizing our procurement process, the City would solicit proposals or bids. Staff would evaluate those proposals to see if they meet our needs. This agreement was not reached in the normal procurement process rather it came from Ignite seeking funds to market their product which they suggest benefits the City in its entirety. It is staff's belief that their product would benefit the City's tourism interests.

It is my recommendation that the City Council direct staff to issue an RFP for marketing services. This would more closely follow the procurement process. It would allow staff and Council to evaluate multiple proposals. Ignite indicated that they would submit a proposal pursuant to an RFP process if the Council went in that direction.

FISCAL IMPACT:

\$45,000

STAFF RECOMMENDATION:

City Staff recommends the Council direct staff to issue an RFP for Tourism Marketing but ultimately it is Council's discretion.

ATTACHMENTS:

Description

Marketing Agreement

COI

REVIEWERS:

Department	Reviewer	Action	Date
City Attorney	Cooper, Carl	Approved	6/16/2016 - 2:22 PM
City Attorney	Cooper, Carl	Approved	6/16/2016 - 2:22 PM
City Manager	Dougherty, John	Approved	6/16/2016 - 2:28 PM

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT (this “Agreement”) is made and entered into this 21st day of June, 2016, by and between IGNITE BRAND MARKETING, LLC, an Arizona limited liability company (“Ignite”); and, the City of Kingman, Arizona; a municipal corporation (“Client”).

AGREEMENTS

In consideration of the mutual promises and covenants contained herein, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Engagement of Ignite. The Client engages Ignite to provide Advertising Services (hereafter defined) related to the City of Kingman with its desire to promote tourism, and Ignite accepts such engagement upon the terms and conditions set forth herein.

2. Term. The term of this Agreement (the “Term”) shall commence on July 1, 2016 and shall expire on June 30, 2017 (the “Term”). Either Party may terminate this agreement by providing 30 days written notice. Any costs incurred prior to termination shall be invoiced to the City for payment. This Agreement may be canceled in accordance with A.R.S. Title 38, Chapter 3, Article 8, Section 38-511.

3. Ignite’s Obligations. Ignite shall perform the following marketing services under this Agreement to promote the City of Kingman and its tourism interests (the “Marketing Services”):
 - (a) Maintain www.kingmancircle.com which also (1) represents the City of Kingman’s tourism community, (2) provides a news outlet for all Kingman tourism activities and events, (3) houses historical information on Kingman and (4) is optimized for search engine results.

 - (b) Implement a digital advertising strategy that (1) reaches outside the Kingman community into national and international markets and (2) represents Kingman with a general message that benefits the community experience as a whole.

 - (c) Provide billboard advertising with the intent to increase freeway traffic through Kingman and represent things to do in the City of Kingman including tourism activities and events.

 - (d) Maintain the Kingman Circle Eat.Drink.Play. app where the City of Kingman and local tourism groups (with prior approval from Ignite Brand Marketing and the City of Kingman) can announce upcoming events.

 - (e) Coordinate marketing services with the City’s Tourism Director to minimize duplication of efforts.

4. Advertising Fee to Ignite. The Client shall pay Ignite the sum of \$11,250 (the “Advertising Fee”) in quarterly installments beginning July 1, 2016, not to exceed \$45,000 over the term of this agreement.

5. Expenses. Expenses shall be limited to print media advertising, radio advertising, website advertising, and signage for the City of Kingman. Costs and fees incurred in conjunction with website domain and website hosting costs shall be the responsibility of Ignite Brand Marketing and therefore are not subject to this agreement. Ignite shall provide The City of Kingman a monthly report reflecting the Expenses incurred in the previous month.

6. Reporting. Ignite shall provide quarterly reports to the City of Kingman. Such reports shall include but are not limited to description of the advertising campaign, samples of advertisements the City of Kingman purchased, website statistics, and any other information that would support this agreement.

7. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party and each officer, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney's fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of Indemnifying Party, its officers, employees, agents, or any tier of subcontractor in connection with this agreement.

This Indemnifying clause will survive the termination of this agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnification.

8. Insurance. Ignite shall procure and maintain insurance against all claims as provided herein and provide the City with a general liability and excess liability insurance policy and endorsement naming the City of Kingman as additional insured, Ignite's liability policy shall be primary and shall waive subrogation

Liability limits herein are minimum and in no way limit the indemnity covenants contained in this agreement. Additionally, no policy listed above shall have a deductible greater than \$25,000 per occurrence.

General Liability – Occurrence Form

\$1,000,000 each occurrence/\$2,000,000 Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Products/Completed Operations

Ignite shall also procure and maintain the following types of policies:

Professional Liability -\$1,000,000 each occurrence/\$2,000,000 Aggregate

Worker's Compensation Insurance in compliance with Arizona and any applicable federal statute.

9. Disclosure of Information. Each party acknowledges that they may acquire knowledge of certain confidential or proprietary information concerning the other party, including customer lists, trade secrets, technical information, product and pricing information, and financial information (all of the foregoing is collectively referred to as "Confidential Information"), and that such information is a valuable, special, and unique asset of each party, respectively. To the fullest extent possible allowed under Arizona's Public Records Laws, neither party will, during or after the Term of this Agreement, disclose any Confidential Information pertaining to the other party to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever. In the event of a breach or threatened breach by a party of the provisions of this Paragraph, the non-breaching party shall be entitled to seek an injunction restraining the breaching party from disclosing, in whole or in part, any Confidential Information or from rendering any services to any person, firm, corporation, association, or other entity to whom such information in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting the non-breaching party from asserting a claim against the breaching party for damages incurred as a result of such breach or threatened breach of this Paragraph.

10. Laws. The Parties shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees or other laws (hereinafter collectively “Laws”) applicable to it as part of fully performing the Agreement with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws. This agreement shall be enforced in the County of Mohave and the State of Arizona.

11. Severability. The terms of this Agreement are severable. Any waiver by the Parties of any provision herein shall not impair the right of any Party to enforce any other provision of the Agreement. Such provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable Laws. Such provision shall be ineffective solely to the extent of such prohibition or invalidity. Such prohibition or invalidity shall not invalidate the remainder of the provisions or any other provision.

12. Voluntary Execution. The Parties acknowledge having read the Agreement in its entirety and voluntarily sign the Agreement with the intended purpose that it be fully binding as set forth.

13. Arbitration. In the event of a dispute, the Parties agree to use arbitration only to the extent it is required by A.R.S. § 12-1518 or otherwise required by Arizona Rules of Civil Procedure. The Parties shall agree to fully exhaust administrative remedies before filing litigation.

14. No Implied Authority. This Agreement shall not be considered to imply authority to perform any tasks, accept any responsibility, or to do any other thing in relation hereto, not expressly set forth herein.

15. Construction of Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

16. Legal Workers Act. In compliance with A.R.S. § 41-4401, the Parties hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the Parties’ employment of their employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). The Parties shall further ensure that each subcontractor who performs any work for the Parties under this Agreement likewise complies with the State and Federal Immigration Laws.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the date first above written.

ATTEST

City of Kingman
An Arizona Municipal Corporation

Sydney Muhle, City Clerk

Richard Anderson, Mayor

Ignite Brand Marketing, LLC
An Arizona limited liability company

Liza Noland, Manager

Angel Martinez, Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DEANA M NELSON INS AGCY 3880 STOCKTON HILL RD STE 106 KINGMAN AZ 86409	CONTACT NAME: JON GODFREY PHONE (A/C, No, Ext): (928) 681-8000 E-MAIL ADDRESS: FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PROFESSIONAL LIABILITY <input checked="" type="checkbox"/>	X		93-B9-R553-2	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	93-J1-U146-1			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DEDUCTIBLE FOR ALL APPLICABLE LOSSES IS \$1,000.00

CERTIFICATE HOLDER CITY OF KINGMAN 310 N 4TH ST KINGMAN, AZ 86401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Director of Park and Recreation

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Golf Course Advisory Commission merger with Parks and Recreation Commission

SUMMARY:

At the May 9th Common Council Budget Work Session, Mayor Anderson recommended merging the Parks and Recreation Advisory Commission with the Golf Course Advisory Commission. All Council members present supported bringing this back for Council action at a future meeting.

This was on the Agenda for the May 18th meeting of the Golf Course Advisory Commission; there was discussion about the possibility of combining the Golf Course Advisory Commission with the Park and Recreation Commission. A motion was made to recommend that Council reject the proposal to combine the two commissions. The Motion passed 4-0.

FISCAL IMPACT:

Below is some of the cost of doing commission meetings that sometimes go unrecognized.

- Over time pay for staff to attend each meeting to record and document the minutes
- Four hours to type minutes, several hours to gather information, agendas and preparing packets for mailing out.
- Preparing agendas, action agendas, approved minutes, email IT dept. to put on the cities web site.
- Several hours are spent by each superintendent to prepare their reports.
- Postage, Paper and printing cost to assemble and send out Commission packets.
- In the Park and Recreation Department we have two commissions that we work with.

STAFF RECOMMENDATION:

REVIEWERS:

Department	Reviewer	Action	Date
Parks & Recreation	Muhle, Sydney	Approved	6/16/2016 - 4:48 PM



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Tina D. Moline, Financial Services Director

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Resolution No. 5015 - Adoption of Fiscal Year 2016-2017 Tentative Budget

SUMMARY:

The tentative budget as presented includes changes recommended at the budget work session on May 9, 2016 and at the special subcommittee meeting on May 18, 2016. Additional modifications made to the tentative budget tonight will be incorporated into the final budget scheduled for adoption in four weeks on July 19, 2016.

The tentative budget sets a ceiling on appropriations. This essentially means the final budget adopted July 19, 2016 can meet but not exceed the amounts adopted with this resolution. The tentative budget is within the state expenditure limitation as modified by the home rule option.

The package presented to you tonight contains a resolution, modification worksheets, and tentative budget forms as required by the State of Arizona. The final budget book and capital improvements plan will be printed and distributed after adoption of the final budget.

Please bring your preliminary budget workbook from the May 9, 2016 work session if you would like to discuss specific items within the proposed tentative budget.

FISCAL IMPACT:

Adoption of the tentative budget sets appropriations for all funds for FY2016-2017 in the approximate amount of \$155.9 million prior to any additional modifications that may be voted on tonight.

STAFF RECOMMENDATION:

Staff recommends Council adopt resolution 5015 thereby adopting the City's tentative budget for fiscal year 2016-2017.

ATTACHMENTS:

Description

Resolution No. 5015

Modifications to Tentative Budget FY 2016-2017

Compression Adjustment and FTE Changes to Tentative Budget FY 2016- 2017

FY2017 Tentative Budget - Official State Forms

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Moline, Tina	Approved	6/14/2016 - 1:46 PM
City Attorney	Cooper, Carl	Approved	6/14/2016 - 4:57 PM
City Manager	Dougherty, John	Approved	6/14/2016 - 2:05 PM

CITY OF KINGMAN, ARIZONA

TENTATIVE BUDGET FOR FISCAL YEAR 2016 – 2017

RESOLUTION NO. 5015

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council did, on June 21, 2016, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and that the City of Kingman has no primary or secondary taxation upon real and personal property within the City of Kingman, Arizona; and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Council will meet on July 19, 2016 at 5:30 p.m. at the City Complex located at 310 N. 4th Street, Kingman, Arizona, at which meeting any taxpayer will be privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses.

NOW THEREFORE, BE IT RESOLVED that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules as now increased, reduced, or changed are hereby adopted as the tentative budget of the City of Kingman, Arizona, for the fiscal year 2016 - 2017.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, this 21st day of June 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

City of Kingman
Modifications for Tentative Budget FY2016-2017

Fund/Page No.	Department	Description	Amount
Revenues			
<u>General Fund</u> p. 242	Event Revenue/Donations	Sponsorship and Donations for Best of the West Festival	\$30,000
<u>Powerhouse Fund</u> p. 246	Event Revenue/Donations	Sponsorship and Donations for Best of the West Festival	(\$10,000)
<u>Capital Projects Fund</u> p. 251	Donations	ABC Donation for Gateway Arch	\$35,000
<u>Info Technology Fund</u> p. 266	Transfers	Department Interfund Transfers	(\$26,347)
Total Revenues			\$28,653
Expenditures			
<u>General Fund</u> p. 85	Parks	Increase Personnel Expenses for Funding of a Vacant/Unfunded Groundskeeper FTE	\$49,445
p. 39	TDC	Increase Route 66 Festival (Best of the West Festival) - Increase will be Offset by Sponsorships and/or Donations	\$20,000
p. Various	Various	Information Technology Allocation - Reduction due to Transfer of GIS Tech	(\$18,079)
<u>HURF Fund</u> p. Various	Various	Information Technology Allocation - Reduction due to Transfer of GIS Tech	(\$771)
<u>Transit Fund</u> p. Various	Various	Information Technology Allocation - Reduction due to Transfer of GIS Tech	(\$367)
<u>Powerhouse Fund</u> p. 112	Tourism	Increase Personnel Expenses to Include Overtime	\$1,120
	Tourism	Increase Professional Services-Advertising for AOT Cooperative Marketing	\$25,000
	Tourism	Decrease Event Costs - Best of the West Festival to be Funded by TDC	(\$10,000)
	Tourism	Increase Cost of Goods Sold for Gift Shop Merchandise	\$12,500
	Tourism	Information Technology Allocation - Reduction due to Transfer of GIS Tech	(\$316)
<u>Capital Projects</u> p. 251	Capital	Increase Capital for Gateway Arch	\$35,000
<u>Water Fund</u> p. 74	Engineering	Increase Personnel Expenses for GIS Technician FTE Transferring from the Information Technology Department	\$75,667
	Engineering	Increase Personnel Expenses for Funding of a Vacant/Unfunded Assistant City Surveyor FTE	\$93,746
p. Various	Various	Information Technology Allocation - Reduction due to Transfer of GIS Tech	(\$2,986)
<u>Wastewater Fund</u> p. 99	Wastewater Operations	Information Technology Allocation - Reduction due to Transfer of GIS Tech	(\$927)
<u>Sanitation Fund</u> p. 102	Sanitation Operations	Information Technology Allocation - Reduction due to Transfer of GIS Tech	(\$292)
<u>Dispatch Center Fund</u> p. 66	Dispatch Center	Information Technology Allocation - Reduction due to Transfer of GIS Tech	(\$2,168)
<u>Fleet Maintenance Fund</u> p. 105	Fleet Maintenance	Information Technology Allocation - Reduction due to Recalculation and Transfer of GIS Tech	(\$1,980)
<u>Bldg Maintenance Fund</u> p. 108	Bldg Maintenance	Information Technology Allocation - Increase due to Recalculation and Transfer of GIS Tech	\$1,539
<u>Info Technology Fund</u> p. 51	Information Technology	Decrease Personnel Expenses for GIS Technician FTE Transferring to the Engineering Department	(\$75,667)
Total Expenditures			\$200,464

City of Kingman
Compression and FTE Changes for FY2016-2017*

*Includes Taxes and Benefits

Fund/Page No.	Department	Description	Amount	Totals
Compression				
<u>General Fund</u>				
p. 38	Magistrate Court	Compression Adjustment	\$9,456	
p. 43	Human Resources	Compression Adjustment	\$4,619	
p. 54	Police Department	Compression Adjustment	\$109,411	
p. 61	Fire Department	Compression Adjustment	\$66,878	
p. 70	Planning and Zoning	Compression Adjustment	\$17,542	
p. 71	Building Inspection	Compression Adjustment	\$19,320	
p. 77	Recreation	Compression Adjustment	\$11,685	
p. 83	Golf Course	Compression Adjustment	\$11,385	
p. 85	Parks	Compression Adjustment	\$35,012	
		Total General Fund Impact		\$285,308
<u>HURF Fund</u>				
p. 89	Public Works Admin	Compression Adjustment	\$5,857	
p. 90	Streets	Compression Adjustment	\$10,202	
		Total HURF Fund Impact		\$16,059
<u>Transit Fund</u>				
p. 93	Transit Admin	Compression Adjustment	\$11,574	
p. 94	Transit Operations	Compression Adjustment	\$2,337	
		Total Transit Fund Impact		\$13,911
<u>Water Fund</u>				
p. 48	UT Billing Services	Compression Adjustment	\$9,360	
p. 74	Engineering	Compression Adjustment	\$39,516	
p. 96	Water Operations	Compression Adjustment	\$28,365	
		Total Water Fund Impact		\$77,241
<u>Sanitation Fund</u>				
p. 102	Sanitation Operations	Compression Adjustment	\$45,778	
		Total Sanitation Fund Impact		\$45,778
<u>Bldg Maintenance Fund</u>				
p. 108	Bldg Maintenance	Compression Adjustment	\$13,341	
		Total Building Maintenance Fund Impact		\$13,341
<u>Info Technology Fund</u>				
p. 51	Information Technology	Compression Adjustment	\$7,253	
		Total Information Technology Fund Impact		\$7,253
		Total Compression Adjustment		\$458,891
FTE Changes				
<u>General Fund</u>				
p. 38	Magistrate Court	1 FTE Added - Veteran's Court Clerk	\$41,102	
p. 85	Parks	1 FTE Funded - Groundskeeper	\$49,445	
		Total General Fund Impact		\$90,547
<u>Powerhouse Fund</u>				
p. 112	Tourism	3 FTE's Added - Tourism Director, Visitor Center Coordinator, and Customer Service Representative	\$231,652	
		Total Powerhouse Fund Impact		\$231,652
<u>Water Fund</u>				
p. 74	Engineering	1 FTE Funded - Assistant City Surveyor	\$93,746	
p. 74	Engineering	1 FTE Transferred from Info Technology - GIS Technician	\$75,667	
p. 96	Water Operations	4 FTE's Funded - 2 Equipment Operator B's, Water Tech B, and Water Service Worker	\$227,268	
p. 96	Water Operations	1 FTE Added - Water Service Worker	\$43,355	
		Total Water Fund Impact		\$440,036
<u>Sanitation Fund</u>				
p. 102	Sanitation Operations	1 FTE Added - Equipment Operator B	\$60,674	
		Total Sanitation Fund Impact		\$60,674
<u>Info Technology Fund</u>				
p. 51	Information Technology	1 FTE Transferred to Engineering - GIS Technician	(\$75,667)	
		Total Information Technology Fund Impact		(\$75,667)
		Total FTE Changes		\$747,242
TOTAL COMPRESSION AND FTE CHANGES FOR FY 2016-2017				\$1,206,133

CITY OF KINGMAN
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2017

Fiscal Year	S c h	FUNDS							
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2016	E	24,823,552	12,028,157	1,883,149	72,560,245	0	30,813,218	10,623,139	152,731,460
2016	E	23,724,808	6,277,634	1,916,588	969,844	0	25,009,791	9,548,279	67,446,944
2017		13,358,827	2,646,958	1,979,965	3,305,837		39,372,824	4,691,041	65,355,452
2017	B	0							0
2017	B								0
2017	C	25,312,500	10,287,089	507,150	70,934,205	0	20,162,500	4,749,325	131,952,769
2017	D	0	0	0	0	0	0	0	0
2017	D	0	0	0	0	0	0	0	0
2017	D	1,216,565	992,286	270,588	475,760	0	4,788,339	5,121,200	12,864,738
2017	D	4,291,766	752,656	33,440	0	0	7,563,225	223,651	12,864,738
2017									
LESS:		957,386							957,386
					636,747				636,747
								1,200,000	1,200,000
									0
2017		34,638,740	13,173,677	2,724,263	74,079,055	0	56,760,438	13,137,915	194,514,088
2017	E	28,527,713	11,839,413	1,109,345	74,079,055	0	33,305,081	10,662,126	159,522,733

EXPENDITURE LIMITATION COMPARISON

	2016	2017
1. Budgeted expenditures/expenses	\$ 152,731,460	\$ 159,522,733
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	152,731,460	159,522,733
4. Less: estimated exclusions	119,885,786	132,941,107
5. Amount subject to the expenditure limitation	\$ 32,845,674	\$ 26,581,626
6. EEC expenditure limitation	\$ 41,719,057	\$ 42,768,155

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF KINGMAN
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
GENERAL FUND			
Local taxes			
Transaction Privilege Tax	\$ 14,100,000	\$ 14,570,248	\$ 14,400,000
Room Tax	360,000	419,031	396,000
Licenses and permits			
Franchise Fees	705,000	705,000	705,000
Business Licenses	95,500	101,413	101,500
Building Permits	516,000	520,000	520,000
Intergovernmental			
State Transaction Privilege Tax	2,415,000	2,637,450	2,415,000
State Revenue Sharing	3,275,000	3,379,383	3,275,000
Auto Lieu Tax	1,300,000	1,372,492	1,300,000
Charges for services			
Golf Course Fees	925,000	904,647	925,000
Park & Recreation Fees	281,100	289,000	289,000
Police & Animal License Fees	65,500	64,000	80,500
Fire Fees	5,000	2,000	2,500
Fines and forfeits			
Magistrate Court	250,000	268,269	260,000
Interest on investments			
Interest Earned	40,000	40,000	40,000
Contributions			
Voluntary contributions	55,000	4,300	85,000
Miscellaneous			
Miscellaneous Revenue	266,600	22,617	518,000
Total General Fund	\$ 24,654,700	\$ 25,299,850	\$ 25,312,500

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF KINGMAN
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
SPECIAL REVENUE FUNDS			
HURF State Fuel Tax	\$ 2,300,000	\$ 2,423,812	\$ 2,565,141
Restaurant & Bar Tax	700,000	757,678	750,000
Miscellaneous	3,000	2,000	1,000
	<u>\$ 3,003,000</u>	<u>\$ 3,183,490</u>	<u>\$ 3,316,141</u>
Transit System Fund	\$ 647,672	\$ 473,226	\$ 603,000
Grants Fund	7,772,377	1,805,262	6,247,474
Powerhouse Fund	35,000	35,000	118,000
Improvement District Repayment Fund	2,898	2,923	2,474
	<u>\$ 8,457,947</u>	<u>\$ 2,316,411</u>	<u>\$ 6,970,948</u>
Total Special Revenue Funds	<u>\$ 11,460,947</u>	<u>\$ 5,499,901</u>	<u>\$ 10,287,089</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS

Municipal Property Corp	\$	\$ 300	\$
Improvement District Debt Funds	<u>770,119</u>	<u>787,608</u>	<u>507,150</u>
	<u>\$ 770,119</u>	<u>\$ 787,908</u>	<u>\$ 507,150</u>
Total Debt Service Funds	<u>\$ 770,119</u>	<u>\$ 787,908</u>	<u>\$ 507,150</u>

CAPITAL PROJECTS FUNDS

Capital Projects	\$ 69,569,393	\$ 440,371	\$ 70,389,143
Flood Control	<u>569,267</u>	<u>569,267</u>	<u>545,062</u>
	<u>\$ 70,138,660</u>	<u>\$ 1,009,638</u>	<u>\$ 70,934,205</u>
Total Capital Projects Funds	<u>\$ 70,138,660</u>	<u>\$ 1,009,638</u>	<u>\$ 70,934,205</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

ENTERPRISE FUNDS

Water Operating	\$ 6,656,500	\$ 6,657,290	\$ 6,658,500
Water Capital Renewal	<u>845,000</u>	<u>865,000</u>	<u>845,000</u>
Water Projects	<u>1,009,051</u>	<u>555,000</u>	<u>550,000</u>
Colorado River Water	<u>505,000</u>	<u>618,122</u>	<u>505,000</u>
	<u>\$ 9,015,551</u>	<u>\$ 8,695,412</u>	<u>\$ 8,558,500</u>

CITY OF KINGMAN
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
Wastewater Operating	\$ 8,325,500	\$ 8,387,307	\$ 7,994,950
Wastewater Capital Renewal	120,000	115,150	120,000
Wastewater Projects	25,000	302,000	25,000
	<u>\$ 8,470,500</u>	<u>\$ 8,804,457</u>	<u>\$ 8,139,950</u>
Sanitation	\$ 3,375,000	\$ 3,470,042	\$ 3,464,050
	<u>\$ 3,375,000</u>	<u>\$ 3,470,042</u>	<u>\$ 3,464,050</u>
Total Enterprise Funds	<u>\$ 20,861,051</u>	<u>\$ 20,969,911</u>	<u>\$ 20,162,500</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

INTERNAL SERVICE FUNDS

Fleet Services	\$ 1,000	\$ 800	\$ 1,000
Facilities Maintenance	2,500	4,325	2,500
Information Technology	1,000	1,100	1,000
Insurance Services	6,000	3,500	4,000
	<u>\$ 10,500</u>	<u>\$ 9,725</u>	<u>\$ 8,500</u>
Benefits Reserve	\$ 4,433,010	\$ 4,100,217	\$ 4,529,567
911 Dispatch Center	211,258	211,258	211,258
	<u>\$ 4,644,268</u>	<u>\$ 4,311,475</u>	<u>\$ 4,740,825</u>
Total Internal Service Funds	<u>\$ 4,654,768</u>	<u>\$ 4,321,200</u>	<u>\$ 4,749,325</u>
TOTAL ALL FUNDS	<u>\$ 132,540,245</u>	<u>\$ 57,888,408</u>	<u>\$ 131,952,769</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF KINGMAN
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2017

FUND	OTHER FINANCING 2017		INTERFUND TRANSFERS 2017	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
General Fund	\$	\$	\$ 1,216,565	\$ 4,291,766
Total General Fund	\$	\$	\$ 1,216,565	\$ 4,291,766
SPECIAL REVENUE FUNDS				
HURF Fund	\$	\$	\$ 278,992	\$ 643,964
Transit Fund			250,000	82,940
Powerhouse Fund			426,281	25,752
Grant Fund			37,013	
Total Special Revenue Funds	\$	\$	\$ 992,286	\$ 752,656
DEBT SERVICE FUNDS				
MPC Fund	\$	\$	\$ 270,588	\$
Improvement District Fund				33,440
Total Debt Service Funds	\$	\$	\$ 270,588	\$ 33,440
CAPITAL PROJECTS FUNDS				
Capital Projects Funds	\$	\$	\$ 475,760	\$
Total Capital Projects Funds	\$	\$	\$ 475,760	\$
ENTERPRISE FUNDS				
Water Fund	\$	\$	\$ 534,498	\$ 2,620,607
Wastewater Fund				3,936,659
Sanitation Fund				1,005,959
WaterCapital Renewal Fund			1,000,000	
Wastewater Project Fund			3,253,841	
Total Enterprise Funds	\$	\$	\$ 4,788,339	\$ 7,563,225
INTERNAL SERVICE FUNDS				
911 Dispatch Fund	\$	\$	\$ 1,160,495	\$ 162,357
Fleet Services			1,442,845	39,076
Facilities Maintenance Services			682,600	10,742
Insurance Services			606,300	
Information Technology			1,128,960	11,476
Benefits Reserve			100,000	
Total Internal Service Funds	\$	\$	\$ 5,121,200	\$ 223,651
TOTAL ALL FUNDS	\$	\$	\$ 12,864,738	\$ 12,864,738

**CITY OF KINGMAN
Expenditures/Expenses by Fund
Fiscal Year 2017**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
GENERAL FUND				
Office of the Mayor/Council	\$ 140,885	\$	\$ 125,734	\$ 172,438
City Attorney	685,848		628,925	740,952
Magistrate	1,517,109		1,402,604	1,624,098
City Manager	245,796		228,484	251,870
TDC	802,500		369,533	382,500
EDMC	25,000		15,000	70,000
City Clerk	289,023		295,610	398,416
Human Resources	458,638		531,389	593,317
Risk Management	134,715		98,051	141,703
Police	7,610,757		7,976,400	8,322,358
Fire	6,000,714		5,771,364	6,649,155
Finance	832,172		1,048,034	874,780
Development Services	1,043,304	50,000	1,263,589	1,363,998
Parks, Rec, Pools, Golf	4,037,091		3,920,091	4,142,128
Contingency Reserve	1,000,000	(50,000)	50,000	2,800,000
Total General Fund	\$ 24,823,552	\$	\$ 23,724,808	\$ 28,527,713
SPECIAL REVENUE FUNDS				
Highway Users Rev Fund	\$ 3,182,400	\$	\$ 3,345,047	\$ 4,245,537
Transit System Fund	812,752		802,955	856,000
Grants Fund	7,898,705		2,021,932	6,157,995
Improvement Dist Repayment				
Powerhouse Fund	134,300		107,700	579,881
Total Special Revenue Funds	\$ 12,028,157	\$	\$ 6,277,634	\$ 11,839,413
DEBT SERVICE FUNDS				
Municipal Prop Corp Debt	\$ 271,188	\$	\$ 271,188	\$ 271,838
Improvement District Debt	1,611,961		1,645,400	837,507
Total Debt Service Funds	\$ 1,883,149	\$	\$ 1,916,588	\$ 1,109,345
CAPITAL PROJECTS FUNDS				
Small Imp Dist Const	\$ 350,000	\$	\$	\$ 350,000
Capital Projects Fund	70,410,245		669,844	71,809,055
Flood Control Const	1,800,000		300,000	1,920,000
Total Capital Projects Funds	\$ 72,560,245	\$	\$ 969,844	\$ 74,079,055
ENTERPRISE FUNDS				
Water Operating	\$ 7,308,070	\$	\$ 8,420,673	\$ 8,185,991
Water Capital Renewal	5,674,000		874,000	6,924,000
Water Projects fund	4,947,500		2,070,957	940,000
Colorado River Water	500,000			500,000
Wastewater Operating	2,756,926		5,923,497	2,941,332
Wastewater Projects Fund	6,363,060		4,267,149	9,569,503
Wastewater Capital Renewal	150,000		430	200,500
Sanitation	3,113,662		3,453,085	4,043,755
Total Enterprise Funds	\$ 30,813,218	\$	\$ 25,009,791	\$ 33,305,081
INTERNAL SERVICE FUNDS				
Fleet Services	\$ 1,288,760	\$	\$ 1,340,430	\$ 1,440,863
Facilities Maintenance Services	890,625		611,093	973,852
Information Technology	1,327,424		1,239,917	1,205,527
Insurance Services	935,000		825,000	951,000
Benefits Reserve	4,796,880		4,435,663	4,548,825
911 Dispatch Center	1,384,450		1,096,176	1,542,059
Total Internal Service Funds	\$ 10,623,139	\$	\$ 9,548,279	\$ 10,662,126
TOTAL ALL FUNDS	\$ 152,731,460	\$	\$ 67,446,944	\$ 159,522,733

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF KINGMAN
Expenditures/Expenses by Department
Fiscal Year 2017

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
Office of the Mayor & Council				
General Fund	\$ 140,885	\$	\$ 125,734	\$ 172,438
Department Total	\$ 140,885	\$	\$ 125,734	\$ 172,438
City Attorney				
General Fund	\$ 685,848	\$	\$ 628,925	\$ 740,952
Department Total	\$ 685,848	\$	\$ 628,925	\$ 740,952
City Magistrate				
General Fund	\$ 1,517,109	\$	\$ 1,402,604	\$ 1,624,098
Department Total	\$ 1,517,109	\$	\$ 1,402,604	\$ 1,624,098
City Manager				
General Fund	\$ 245,796	\$	\$ 228,484	\$ 251,870
Department Total	\$ 245,796	\$	\$ 228,484	\$ 251,870
TDC				
General Fund	\$ 802,500	\$	\$ 369,533	\$ 382,500
Department Total	\$ 802,500	\$	\$ 369,533	\$ 382,500
EDMC				
General Fund	\$ 25,000	\$	\$ 15,000	\$ 70,000
Department Total	\$ 25,000	\$	\$ 15,000	\$ 70,000
City Clerk				
General Fund	\$ 289,023	\$	\$ 295,610	\$ 398,416
Department Total	\$ 289,023	\$	\$ 295,610	\$ 398,416
Human Resources				
General Fund	\$ 458,638	\$	\$ 531,389	\$ 593,317
Department Total	\$ 458,638	\$	\$ 531,389	\$ 593,317
Risk Management				
General Fund	\$ 134,715	\$	\$ 98,051	\$ 141,703
Department Total	\$ 134,715	\$	\$ 98,051	\$ 141,703
Police				
General Fund	\$ 7,610,757	\$	\$ 7,976,400	\$ 8,322,358
Department Total	\$ 7,610,757	\$	\$ 7,976,400	\$ 8,322,358
Fire				
General Fund	\$ 6,000,714	\$	\$ 5,771,364	\$ 6,649,155
Department Total	\$ 6,000,714	\$	\$ 5,771,364	\$ 6,649,155
Financial Services				
General Fund	\$ 832,172	\$	\$ 1,048,034	\$ 874,780
Enterprise Funds	\$ 1,063,690	\$	\$ 946,635	\$ 1,057,715
Department Total	\$ 1,895,862	\$	\$ 1,994,669	\$ 1,932,495
Engineering				
Enterprise Funds	\$ 1,791,853	\$	\$ 1,635,508	\$ 1,884,666
Department Total	\$ 1,791,853	\$	\$ 1,635,508	\$ 1,884,666
Information Technology				
Internal Service Funds	\$ 1,327,424	\$	\$ 1,239,917	\$ 1,205,527
Department Total	\$ 1,327,424	\$	\$ 1,239,917	\$ 1,205,527

<u>Development Services</u>				
General Fund	\$ 1,043,304	\$ 50,000	\$ 1,263,589	\$ 1,363,998
Department Total	\$ 1,043,304	\$ 50,000	\$ 1,263,589	\$ 1,363,998
<u>Parks, Rec, Pools, Golf</u>				
General Fund	\$ 4,037,091		\$ 3,920,091	\$ 4,142,128
Department Total	\$ 4,037,091		\$ 3,920,091	\$ 4,142,128
<u>Contingency Reserve</u>				
General Fund	\$ 1,000,000	\$ (50,000)	\$ 50,000	\$ 2,800,000
Department Total	\$ 1,000,000	\$ (50,000)	\$ 50,000	\$ 2,800,000
<u>911 Dispatch Center</u>				
Internal Services Funds	\$ 1,384,450		\$ 1,096,176	\$ 1,542,059
Department Total	\$ 1,384,450		\$ 1,096,176	\$ 1,542,059
<u>Powerhouse</u>				
Special Revenue Funds	\$ 134,300		\$ 107,700	\$ 579,881
Department Total	\$ 134,300		\$ 107,700	\$ 579,881
<u>Public Works Department</u>				
Special Revenue Funds	\$ 3,995,152		\$ 4,148,002	\$ 5,101,537
Internal Services Funds	\$ 2,179,385		\$ 1,951,523	\$ 2,414,715
Enterprise Funds	\$ 27,957,675		\$ 22,427,648	\$ 30,362,700
Department Total	\$ 34,132,212		\$ 28,527,173	\$ 37,878,952
<u>Grants Fund</u>				
Special Revenue Funds	\$ 7,898,705		\$ 2,021,932	\$ 6,157,995
Department Total	\$ 7,898,705		\$ 2,021,932	\$ 6,157,995
<u>Small Imp District</u>				
Capital Projects Funds	\$ 350,000			\$ 350,000
Department Total	\$ 350,000			\$ 350,000
<u>Capital Projects</u>				
Capital Projects Funds	\$ 70,410,245		\$ 669,844	\$ 71,809,055
Department Total	\$ 70,410,245		\$ 669,844	\$ 71,809,055
<u>Flood Control Construction</u>				
Capital Projects Funds	\$ 1,800,000		\$ 300,000	\$ 1,920,000
Department Total	\$ 1,800,000		\$ 300,000	\$ 1,920,000
<u>Municipal Property Corp Debt</u>				
Debt Service Funds	\$ 271,188		\$ 271,188	\$ 271,838
Department Total	\$ 271,188		\$ 271,188	\$ 271,838
<u>Improvement District Debt</u>				
Debt Service Funds	\$ 1,611,961		\$ 1,645,400	\$ 837,507
Department Total	\$ 1,611,961		\$ 1,645,400	\$ 837,507
<u>Insurance Services</u>				
Internal Services Fund	\$ 935,000		\$ 825,000	\$ 951,000
Department Total	\$ 935,000		\$ 825,000	\$ 951,000
<u>Benefits Reserve</u>				
Internal Services Fund	\$ 4,796,880		\$ 4,435,663	\$ 4,548,825
Department Total	\$ 4,796,880		\$ 4,435,663	\$ 4,548,825
TOTAL ALL DEPARTMENTS	\$ 152,731,460		\$ 67,446,944	\$ 159,522,733

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF KINGMAN
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
GENERAL FUND	201	\$ 11,348,723	\$ 3,234,005	\$ 2,347,294	\$ 1,193,349	\$ 18,123,371
SPECIAL REVENUE FUNDS						
HURF	14	\$ 773,919	\$ 89,016	\$ 191,839	\$ 100,035	\$ 1,154,809
Grants Fund	3	114,232	36,032	28,156	11,580	190,000
Transit	12	448,016	51,432	78,111	51,456	629,015
POWERHOUSE	3	183,675	18,236	42,093	14,294	258,298
Total Special Revenue Funds	32	\$ 1,519,842	\$ 194,716	\$ 340,199	\$ 177,365	\$ 2,042,122
DEBT SERVICE FUNDS						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
Water	50	\$ 2,539,292	\$ 293,883	\$ 609,704	\$ 262,955	\$ 3,705,834
Wastewater	11	670,739	79,079	126,993	89,338	966,149
Sanitation	18	791,462	90,858	220,615	97,425	1,200,360
Total Enterprise Funds	79	\$ 4,001,493	\$ 463,820	\$ 957,312	\$ 449,718	\$ 5,872,343
INTERNAL SERVICE FUND						
Fleet	7	\$ 336,296	\$ 38,720	\$ 91,380	\$ 35,991	\$ 502,387
Facilities Maintenance	6	218,119	25,041	63,675	23,275	330,110
Information Technology	6	392,841	45,098	79,591	30,861	548,391
911 Dispatch Services	16	756,670	87,040	162,678	58,974	1,065,362
Total Internal Service Fund	35	\$ 1,703,926	\$ 195,899	\$ 397,324	\$ 149,101	\$ 2,446,250
TOTAL ALL FUNDS	347	\$ 18,573,984	\$ 4,088,440	\$ 4,042,129	\$ 1,969,533	\$ 28,484,086



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: John A. Dougherty, City Manager

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Resolution No. 5024 - Revised IGA with Mohave County for administration of animal shelter

SUMMARY:

The City and Mohave County have an Intergovernmental Agreement that the County will administer the City's program for licensing, impoundment and adoption of dogs and certain animals within the City. The contract can be modified with 90 days notice. On March 21, 2016 the Mohave County Board of Supervisors authorized County Administrator Hendrix to send a request to modify the IGA and delete any reference to the County or Contractor administering the City's animal licensing program.

FISCAL IMPACT:

The City will collect approximately \$66,000 for animal licensing and pay the full cost for harboring any impoundment directly to the County or Contractor.

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Description

Resolution No. 5024

IGA Amendment No. One

Initial IGA

Initial IGA

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Dougherty, John	Approved	6/14/2016 - 5:13 PM
City Attorney	Cooper, Carl	Approved	6/14/2016 - 5:18 PM
City Manager	Dougherty, John	Approved	6/14/2016 - 5:14 PM

CITY OF KINGMAN ARIZONA

RESOLUTION NO. 5024

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, MODIFYING THE CURRENT ANIMAL CONTROL IGA WITH MOHAVE COUNTY.

WHEREAS, the Mayor and Common Council has the authority under A.R.S. §11-952 to enter into and modify intergovernmental agreements;

WHEREAS, the Mayor and Common Council agree to amend the current Animal Control IGA with Mohave County, and

NOW THEREFORE BE IT RESOLVED, that the Mayor Common Council authorizes the Mayor to sign the IGA.

PASSED AND ADOPTED this 21st day of June, 2016 by the Mayor and Common Council of the City of Kingman, Arizona

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

County of Mohave
PROCUREMENT DEPARTMENT

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE CITY OF KINGMAN AND MOHAVE COUNTY
FOR THE PROVISION OF ANIMAL CONTROL SERVICES
AND ANIMAL SHELTER**

AMENDMENT NO. ONE (1)

DATE ISSUED: JUNE 14, 2016

The referenced document has been modified as per the attached Amendment No. **ONE (1)**. This Amendment is hereby made part of the referenced IGA as though fully set forth therein.

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN THE CITY OF KINGMAN AND MOHAVE COUNTY
FOR THE PROVISION OF ANIMAL CONTROL SERVICES
AND ANIMAL SHELTER**

THIS IGA IS HEREBY AMENDED EFFECTIVE JULY 1, 2016 AS FOLLOWS:

- In accordance with *1. TERM*, both parties desire to renegotiate the terms of this agreement, and the IGA is hereby amended accordingly:
 2. DUTIES OF THE COUNTY:
 - a. COUNTY or CONTRACTOR agrees to administer a program for ~~licensing~~, impoundment, and adoption of dogs or certain animals within the CITY consistent with the A.R.S. 11-1008 and Code of Ordinances for the City of Kingman, Chapter 3.
 - b. COUNTY or CONTRACTOR will supply personnel at the Animal shelter in Kingman for the purpose of ~~licensing~~, impoundment, and adoption of animals on all working days between the hours of 8 a.m. and 5 p.m. The CITY will be provided access to the Animal shelter for the impoundment of animals at all other hours as arranged.
 - ~~g. COUNTY or CONTRACTOR will administer the CITY dog license program by furnishing and selling licenses to the CITY residents and collecting any appropriate fees or penalties.~~
 - h. All monies collected by the COUNTY or CONTRACTOR on behalf of the CITY as a result of their ~~licensing~~, impoundment, or other performance of this agreement shall be ~~credited to the CITY~~ retained by the County or Contractor.
 - i. Once a month the COUNTY or CONTRACTOR will provide the City Police Department with ~~a summary of all receipts from licenses sold to CITY residents and~~ a statement of CITY animal days chargeable to the CITY. ~~COUNTY or CONTRACTOR shall invoice CITY in accordance with the monthly receipts. Receipts will be deducted from the total chargeable amount due to COUNTY or CONTRACTOR.~~ For Owner claimed pets, any fees paid by the Owner will be not be charged to the City, or if previously paid by the City shall be credited back to the City.
 4. REDEMPTION:
 - a. Any dog, cat, or other animal impounded may be redeemed by the owner upon payment to the COUNTY or CONTRACTOR of the costs of impoundment, ~~vaccination~~, and license fee if appropriate. For Owner claimed pets, any fees paid by the Owner will be not be charged to the City, or if previously paid by the City shall be credited back to the City.

AGREEMENT

THIS AGREEMENT is entered into this 2 day of April, 2012, by and between the CITY OF KINGMAN, referred to as "CITY" and MOHAVE COUNTY, referred to as "COUNTY".

RECITALS

WHEREAS, County or Contractor has shelter facilities, equipment, and trained personnel for the purpose of controlling, licensing, impounding, and adopting animals and administering programs authorized by A.R.S. 11-1001 et. seq.; and

WHEREAS, the CITY regulates the animals under Chapter 3 of the Kingman code and needs the services performed by the COUNTY or CONTRACTOR; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **TERM:** This agreement shall be effective for the fiscal year July 1, 2012 – June 30, 2013 for a term of one (1) fiscal year and will be automatically renewed for each successive fiscal year unless either party gives at least ninety (90) days of written notice of its intention not to renew, or its desire to renegotiate the terms of this agreement.
2. **DUTIES OF THE COUNTY:**
 - a. COUNTY or CONTRACTOR agrees to administer a program for licensing, impoundment, and adoption of dogs or certain animals within the CITY consistent with the A.R.S. 11-1008 and Code of Ordinances for the City of Kingman, Chapter 3.
 - b. COUNTY or CONTRACTOR will supply personnel at the Animal shelter in Kingman for the purpose of licensing, impoundment, and adoption of animals on all working days between the hours of 8 a.m. and 5 p.m. The CITY will be provided access to the Animal shelter for the impoundment of animals at all other hours as arranged.
 - c. License or unlicensed dogs which are running at large and are delivered to the shelter facility by the CITY personnel will be impounded by the COUNTY or CONTRACTOR.
 - d. Unwanted dogs or cats delivered to the COUNTY or CONTRACTOR shelter facility by the CITY personnel or residents will be impounded and adopted if possible.

- e. The COUNTY or CONTRACTOR will impound all animals delivered to the shelter facility by CITY personnel or residents for rabies observation consistent with the provisions of ARS 11-1014 and Sec. 3-3 of the Kingman Code.
- f. The CITY shall not impound any seriously injured, feral, or sick animal in the shelter facility and the COUNTY or CONTRACTOR need not accept such animals. Assessment shall be made by CITY, COUNTY or CONTRACTOR representative, if animal is found sickly or dangerous the animal is to be immediately and humanly put down ARS 11-1013 (e) and 11-1021.
- g. COUNTY or CONTRACTOR will administer the CITY dog license program by furnishing and selling licenses to the CITY residents and collecting any appropriate fees or penalties.
- h. All monies collected by the COUNTY or CONTRACTOR on behalf of the CITY as a result of their licensing, impoundment, or other performance of this agreement shall be credited to the CITY.
- i. Once a month the COUNTY or CONTRACTOR will provide the City Police Department with a summary of all receipts from licenses sold to CITY residents and a statement of CITY animal days chargeable to the CITY. Receipts will be deducted from the total chargeable amount due to COUNTY or CONTRACTOR.

3. DUTIES OF THE CITY:

- a. The CITY agrees to pay the COUNTY or CONTRACTOR \$18.00 per animal day for performance of the impoundment services agreed to herein for Fiscal Year 2013. Any animal day shall be defined as a 24 hour period or any portion thereof.
- b. The CITY agrees to pay the COUNTY or CONTRACTOR a fee of \$9.00 per dog impounded to cover the costs of vaccination of the animal.
- c. The CITY agrees to pay the COUNTY or CONTRACTOR a fee of \$3.50 per cat impounded to cover the costs of vaccination of the animal.
- d. Payment to be made on a monthly basis upon receipt of a summary statement from the COUNTY or CONTRACTOR. If this agreement is terminated prior to the expiration date, charges, and services will continue through the effective date of the termination notice.
- e. The CITY will keep in force and effect an ordinance providing for licensing, impoundment, and adoption, all appropriate fees coordinated

with Mohave County established fees, and all other necessary matters pertaining to the control of animals within its jurisdiction.

- f. The CITY, upon delivery of a biting dog, cat or other animal to the pound facility, will provide any documents or reports which the CITY may have concerning the biting animal.

4. REDEMPTION:

- a. Any dog, cat, or other animal impounded may be redeemed by the owner upon payment to the COUNTY or CONTRACTOR of the costs of impoundment and license fee if appropriate.
- b. Any licensed dog which is not redeemed within 168 hours, shall become the property of the COUNTY or CONTRACTOR.
- c. Any unlicensed dog, cat, or other animal will become the property of the COUNTY or CONTRACTOR seventy-two (72) hours after impoundment.
- d. Any additional days of impoundment will be the responsibility of the COUNTY or CONTRACTOR, unless continued impoundment is required for rabies observation, required by Court order, requested in writing by CITY personnel, or otherwise required by circumstances beyond the control of the COUNTY or CONTRACTOR.

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6. ADOPTION:

- a. The shelter facility personnel may provide for adoption of dogs, cats, or other animals by CITY residents subject to the following conditions:
 - (i) No vicious dog, cat, or other animal nor any animals which has a previous history of biting or killing shall be released to a CITY resident for adoption.
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- 7. INDEMNITY CLAUSE:** The parties hereby agree to indemnify one another from liability for the acts of their respective employees, representative, agents, and assigns.

8. **TERMINATION:** This agreement may be terminated by either party giving ninety (90) days written notice of its intention to terminate. It may be terminated at any time upon written consent of the parties.

9. **NOTICE:** All notices required under this agreement shall be in writing, sent by certified mail, return receipt requested, and addressed to the respective parties as follows:

CITY City of Kingman
310 North Fourth Street
Kingman, Arizona 86401

COUNTY Mohave County
P.O. Box 1191
Kingman, Arizona 86402

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 2 day of April, 2012.

ATTEST:

CITY OF KINGMAN

Debbie Francis
Debbie Francis, City Clerk

John Salem
John Salem, Mayor

APPROVED AS TO FORM:

Carl Cooper
Carl Cooper, City Attorney



ATTEST:

MOHAVE COUNTY

Barbara Bracken
Barbara Bracken, Clerk

Buster D. Johnson
Buster D. Johnson, Chairman
Mohave County Board of Supervisors

APPROVED AS TO FORM:

Bill Ekstrom
Bill Ekstrom, County Attorney



**CITY OF KINGMAN
RESOLUTION NO. 4781**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL AUTHORIZING
THE MAYOR AND CITY COUNCIL TO ADOPT A SCHEDULE REGARDING
ANIMAL CONTROL FEES.**

WHEREAS, the City of Kingman is authorized and empowers to set and adopt fees for animal control; and

WHEREAS, the City of Kingman has contracted with Mohave County to provide licensing and impound services for the City of Kingman; and

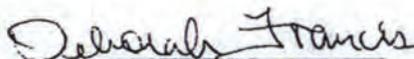
WHEREAS, Mohave County through an intergovernmental agreement has implemented a fee schedule to the City of Kingman and its citizens; and

WHEREAS, the City of Kingman matched the County's adopted fee schedule in 2011, as such, no cost increase is necessary for the new IGA.

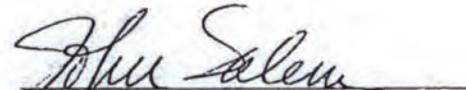
NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council for the City of Kingman; hereby authorize the Mayor to sign this resolution to establish an animal control fee schedule which is attached to this resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona on this 20th day of March 2012.

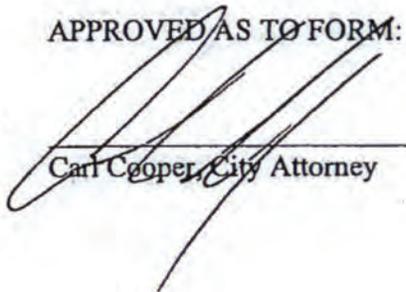
ATTEST:


Deborah Francis, City Clerk

APPROVED:


John Salem, Mayor

APPROVED AS TO FORM:


Carl Cooper, City Attorney



RESOLUTION NO. 2012-056

WHEREAS, the Board of Supervisors of Mohave County met in Regular Session this 2nd day of April, 2012; and

WHEREAS, Mohave County has pound facilities, equipment and trained personnel for the purpose of controlling, licensing, impounding and adopting animals and administrating programs authorized by Section 11-1005, and is empowered by Section 11-951, Arizona Revised Statutes, to enter into intergovernmental agreements; and

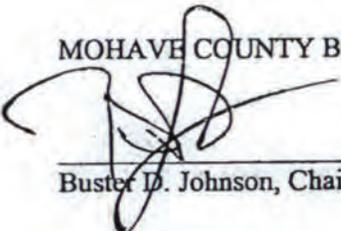
WHEREAS, the City of Kingman, at the present time, does not have adequate facilities or personnel to perform these functions; and

WHEREAS, the City of Kingman and Mohave County would be mutually benefitted by entering into an intergovernmental agreement.

NOW THEREFORE BE IT RESOLVED that Mohave County enter into an intergovernmental agreement with the City of Kingman, and hereby authorize Buster Johnson, Chairman of the Mohave County Board of Supervisors, to sign the agreement and any amendments and/or modifications thereto on behalf of Mohave County.

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2012.

MOHAVE COUNTY BOARD OF SUPERVISORS


Buster D. Johnson, Chairman

ATTEST:


Barbara Bracken, Clerk of the Board



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ATTEST:

CITY OF KINGMAN

Debbie Francis
Debbie Francis, City Clerk

John Salem
John Salem, Mayor

APPROVED AS TO FORM:

Carl Cooper
Carl Cooper, City Attorney



ATTEST:

MOHAVE COUNTY

Barbara Bracken
Barbara Bracken, Clerk

Buster D. Johnson
Buster D. Johnson, Chairman
Mohave County Board of Supervisors

APPROVED AS TO FORM:

Bill Ekstrom
Bill Ekstrom, County Attorney



**CITY OF KINGMAN
RESOLUTION NO. 4781**

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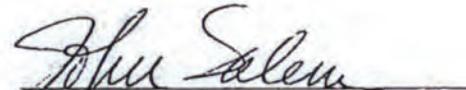
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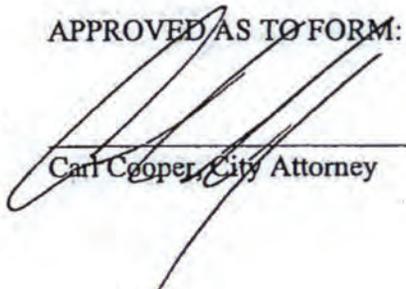
ATTEST:


Deborah Francis, City Clerk

APPROVED:


John Salem, Mayor

APPROVED AS TO FORM:


Carl Cooper, City Attorney



RESOLUTION NO. 2012-056

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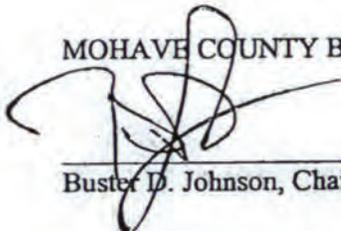
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PASSED, APPROVED AND ADOPTED this 2nd day of April, 2012.

MOHAVE COUNTY BOARD OF SUPERVISORS


Buster D. Johnson, Chairman

ATTEST:


Barbara Bracken, Clerk of the Board





CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Rich Ruggles, Development Services Department

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Consideration of Resolution No. 5020, approving a cash payment street deferral for a portion of Broadway Avenue

SUMMARY:

Hill Family Investments (66 Auto Sales) owns a parcel adjacent to their existing auto sales lot. The property is located at 1955 E. Andy Devine Avenue and the rear of the subject property abuts Broadway Avenue. A building permit to remodel an existing building on the property has been issued. The estimated construction cost of the permit is \$120,000. Broadway Avenue is improved with asphalt paving only with no curb, gutter or sidewalk. Because the proposed construction will exceed \$20,000, the Street Policy requires that the street improvements to be completed on Broadway.

Mike Hill, applicant, sent a letter requesting a non-cash payment street improvement deferral. The scope of the required improvements would be a section, 50-feet in length, with roll curb, gutter, a four-foot wide sidewalk thickened at the driveway, and asphalt paving. The City Engineering Department's opinion of probable cost of these improvements is \$5,017.00.

The Traffic Safety Committee (TSC) reviewed the request on February 17, 2016. The TSC recommended that the applicant either: 1. Make a payment in lieu of completing the improvements to the city rather than granting a non-payment deferral or 2. Consider a right-of-way acquisition at the corner of Andy Devine and Johnson Avenue in exchange for a non-payment deferral of the street improvements. Mr. Hill did not agree to the right-of-way acquisition offer and requested consideration of the abandonment of Broadway Avenue instead. Staff does not recommend abandonment of the street due to the presence of city utilities in the right-of-way.

FISCAL IMPACT:

If a cash payment deferral is approved, the city will receive \$5,017.00 that may be used to complete future improvements on this street.

STAFF RECOMMENDATION:

Approve Resolution No. 5020.

ATTACHMENTS:

Description

Resolution 5020

Letter from applicant

City Engineer's letter to applicant regarding ROW exchange
Engineer's Cost Estimate
Site Map

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Jeppson, Gary	Approved	6/13/2016 - 1:52 PM
City Attorney	Cooper, Carl	Approved	6/13/2016 - 4:36 PM
City Manager	Dougherty, John	Approved	6/13/2016 - 6:51 PM

CITY OF KINGMAN RESOLUTION NO. 5020

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; ACCEPTING A CASH PAYMENT IN LIEU OF REQUIRING STREET IMPROVEMENTS ON BROADWAY AVENUE TO KINGMAN METROPOLITAN ADDITION, UNIT 1, BLOCK 1, LOTS 65 AND 66

WHEREAS, Michael J. Hill, President of Hill Family Investments, Inc. has applied for and received a building permit to remodel a building located on property at 1955 E. Andy Devine Avenue; and

WHEREAS, the submitted building permit includes an estimated construction cost of the improvements as \$120,000.00; and

WHEREAS, Section 2-2 (d) of the City of Kingman Streets and Sidewalks Development Rules and Regulations requires that when a multiple-family, commercial, or industrial property is remodeled or redeveloped that requires a building permit and for which the improvement increases the area of the building or area of the developed portion of the property by 25% or more, or for which the improvement costs exceed \$20,000.00 in value, based on the City's valuation schedule used to compute building permit fees, adjacent street improvements are required; and

WHEREAS, the scope of the required street improvements would include the placement of rolled curb, gutter, a four-foot wide sidewalk, and pavement along the 50-foot property frontage on Broadway Avenue; and

WHEREAS, the City of Kingman Engineering Department's opinion of probable cost for the required street improvements is \$5,017.00 for this portion of Broadway Avenue; and

WHEREAS, a letter has been sent by the property owner requesting that the City Council grant a non-cash payment deferral of the required street improvements; and

WHEREAS, the Traffic Safety Committee reviewed the request to consider a deferral of street improvements at its February 17, 2016 meeting and recommended per Section 2-2(e) of the City of Kingman Streets and Sidewalks Development Rules and Regulations that the City Council accept a cash payment in lieu of completing the required improvements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona that a cash payment in the amount of \$5,017.00 will be accepted in lieu of requiring the completion of the street improvements, and that it shall be agreed to by all

responsible parties that upon receipt in full, this payment will also fulfill any future obligations associated with street improvements of the portion of Broadway Avenue adjacent to property described as Kingman Metropolitan Addition, Unit 1, Block 1, Lots 65-66.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 21st day of June, 2016.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

AGREED TO BY:

Carl Cooper, City Attorney

Michael James Hill, President
Hill Family Investments, Inc.



January 26, 2016

City of Kingman
Mr. Gary Jeppson
City Planning Director
310 North 4th Street
Kingman, Arizona 86401

Dear Mr. Jeppson:

RE: 1955 East Andy Devine

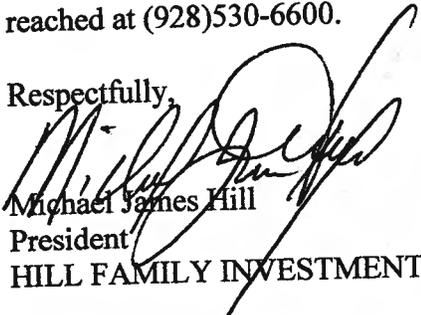
Please consider this letter as an appeal to Section 2-2(d) of the City of Kingman Street and Sidewalks Development Rules pertaining to the above referenced project.

Section 2-2 (e) (6) states "The property fronts on a street that is 90% or more developed and such improvements would serve no benefit to the overall block". That section accurately describes our situation.

We respectfully request this matter be forwarded to the City of Kingman's Traffic Safety Committee for review and presented to the City Council for consideration as quickly as possible.

Please feel free to contact me should you have further questions or need additional information. I can be reached at (928)530-6600.

Respectfully,


Michael James Hill
President
HILL FAMILY INVESTMENTS, INC.

xc Mr. Rich Ruggles
Mr. Jim McErlean

1983 E. Andy Devine Ave, Kingman, AZ 86401

Phone: 928-753-6600 Fax: 928-753-1412

email: autosales66@hotmail.com

See our cars at: 66autosales.com

CITY OF KINGMAN
BUILDING

FEB 0 1 REC'D

RCV'D RR



City of Kingman

100 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • (928) 753-5561
www.cityofkingman.gov

May 2, 2016

Mike Hill
Hill Family Investments
1955 E. Andy Devine Avenue
Kingman, AZ 86401

Re: Building Remodel Parcel 321-03-007C
1955 E. Andy Devine Avenue
City of Kingman Project BLD15-0523

Dear Mr. Hill,

This is a follow up to our meeting of March 24, 2016 regarding street improvements in Broadway Avenue for the above referenced project. As you know, the Broadway improvements are required as part of the commercial building remodel as per Section 2-2(d) of the City of Kingman Streets and Sidewalks Development Rules and Regulations. Our office has computed the estimated cost of the Broadway Avenue improvements at \$5,017 (see attached estimate).

In lieu of Broadway street improvements, the City is proposing a right of way exchange with the property at Andy Devine Avenue and Johnson Avenue (1983 Andy Devine Avenue), identified as Parcel 321-03-010. The City proposes acquisition of a 25 x 25 foot triangle from the east side of 321-03-010, as generally depicted in yellow on the attached map. The area of acquisition is approximately 312 square feet.

Please review this proposal and let me know your thoughts. This concept and any offer of dedication will ultimately require approval by the City Council.

Feel free to call or email if you have any questions.

Sincerely,

Gregory T. Henry, P.E.
City Engineer
(928) 753-8329



City of Kingman

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • (928)753-5561
www.cityofkingman.gov

Street Improvement Cost Estimate for Parcel 321-03-007C Fronting Broadway Avenue

Site Address: 1955 Andy Devine Avenue

Improvement Limits: Kingman Metropolitan Addition No. 1, Block 1, Lots 65 & 66 fronting Broadway Avenue (50 feet total frontage)

Project Number: BLD15-0523

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT COST	COST
	Street Improvements Costs for Broadway Avenue fronting portion of parcel 321-03-007C under permit BLD15-0523				
1	MAG 220-1, Type C, Roll Curb	50	LF	\$14.00	\$700.00
2	Curb Terminations and Sidewalk Transition to Ground @ 5% slope (6 feet transition length = 6' curb + 24 SF Sidewalk)	2	EA	\$180.00	\$ 360.00
3	COK 230 Sidewalk at Driveways, 4' wide at 9" thick 50' x 4' = 200 SF (Commercial Driveway Thickness is 9")	200	SF	\$9.00	\$1,800.00
7	Pavement Sawcut for Asphalt Removal (@ 1 foot patchback = (64' x 2) + (8' x 2) = 144 LF)	144	LF	\$1.00	\$144.00
8	Asphalt Pavement Removal for matchup paving (64' x 8') / 9 = 57 SY	57	SY	\$9.00	\$ 513.00
9	Asphalt Pavement Replacement 2" AC/6" ABC (144' x 1') / 9 = 16 SY	16	SY	\$25.00	\$400.00
10	Engineering, Construction Staking, Testing (+/-30% Improvement Cost)	1	LS	\$1,100.00	\$1,100.00
Total for Paving Items					\$5,017.00



Expires 12-31-2018

Johnson Ave

Broadway Ave

Required
Broadway
Avenue
Improvements

Parcel
321-03-010
1983 Andy
Devine

Acquisition
Area +/- 312
Square Feet

Parcel
321-03-007C
1955 Andy
Devine





CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and Common Council

FROM: Jackie Walker, Human Resources/Risk Management Director

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Fair Labor Standards Act Changes

SUMMARY:

The purpose of this report is to discuss the changes recently announced to the Fair Labor Standards Act (FLSA) and their impact on the City of Kingman.

Background

On March 13, 2014 President Obama directed the Secretary of the U.S. Department of Labor to prepare and propose new regulations focused at the rules for exemptions of certain employees from the FLSA overtime requirements. The most common exemptions from the FLSA overtime requirement are known as the “white collar” exemptions pertaining to executives, administrative and professionals. These overtime exemptions apply if: (1) they are paid a fixed minimum salary for each workweek regardless of the number of hours they work or the quality or quantity of work (the “salary basis” test) and, (2) they perform specific executive, administrative and professional job duties outlined by current regulations (the “job duties” test). The primary reason why these types of positions were targeted is to capture those workers whose pay has crept up over the salary threshold since its last revision in 2004 and to increase the number of employees eligible for overtime who are often entry level managers or clerical employees who work alongside hourly employees.

Final Regulations

On May 17, 2016, the Department of Labor unveiled the final regulations. The most significant changes include the following:

- Salary Test Changed to \$913/week (\$47,476 per Year) - This threshold doubles the current salary threshold level (\$455/week or \$23,660/year);
- Automatic Salary Threshold Increases Every 3 Years (not annually as originally proposed) to Maintain Level at 40th Percentile in Lowest-Wage Census Region;
- Duties Test is Unchanged;
- Effective Date is December 1, 2016.

Impact

The City of Kingman has been prepared for quite some time for these regulation changes by performing the

actions below when the proposed rule change was published in 2015:

- Reviewing exempt positions and updating job descriptions;
- Identifying individuals that may be affected;
- Determining the impact of change on wages.

Based on the final regulations recently published, one City of Kingman classification will be affected by the change. Currently exempt level positions within Kingman’s classification and salary structure have a minimum salary threshold of \$53,794, or 13.3% above the adopted FLSA salary threshold. However, the Associate City Magistrate employee is half time employee who works 24 hours or less a week. The Associate Magistrate position meets the FLSA-Exempt duties test, but the current employee's salary is less than the new salary threshold. There will be no budget impact; however, the employee's status will change from exempt to non-exempt.

Kingman HR staff and department supervisors will continue to evaluate employees who are classified as FLSA exempt with future changes to the FLSA regulations.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Department Report Only

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Walker, Jackie	Approved	6/14/2016 - 11:21 AM
City Attorney	Cooper, Carl	Approved	6/14/2016 - 11:39 AM
City Manager	Dougherty, John	Approved	6/14/2016 - 2:03 PM



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council
FROM: Public Works
MEETING DATE: June 21, 2016
AGENDA SUBJECT: Report Regarding City-owned Property

SUMMARY:

Council had requested information on city owned properties. Staff has updated the city property list and maps, and will present to Council.

FISCAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENTS:

Description

City Property list

City Property Map 1

City Property Map 2

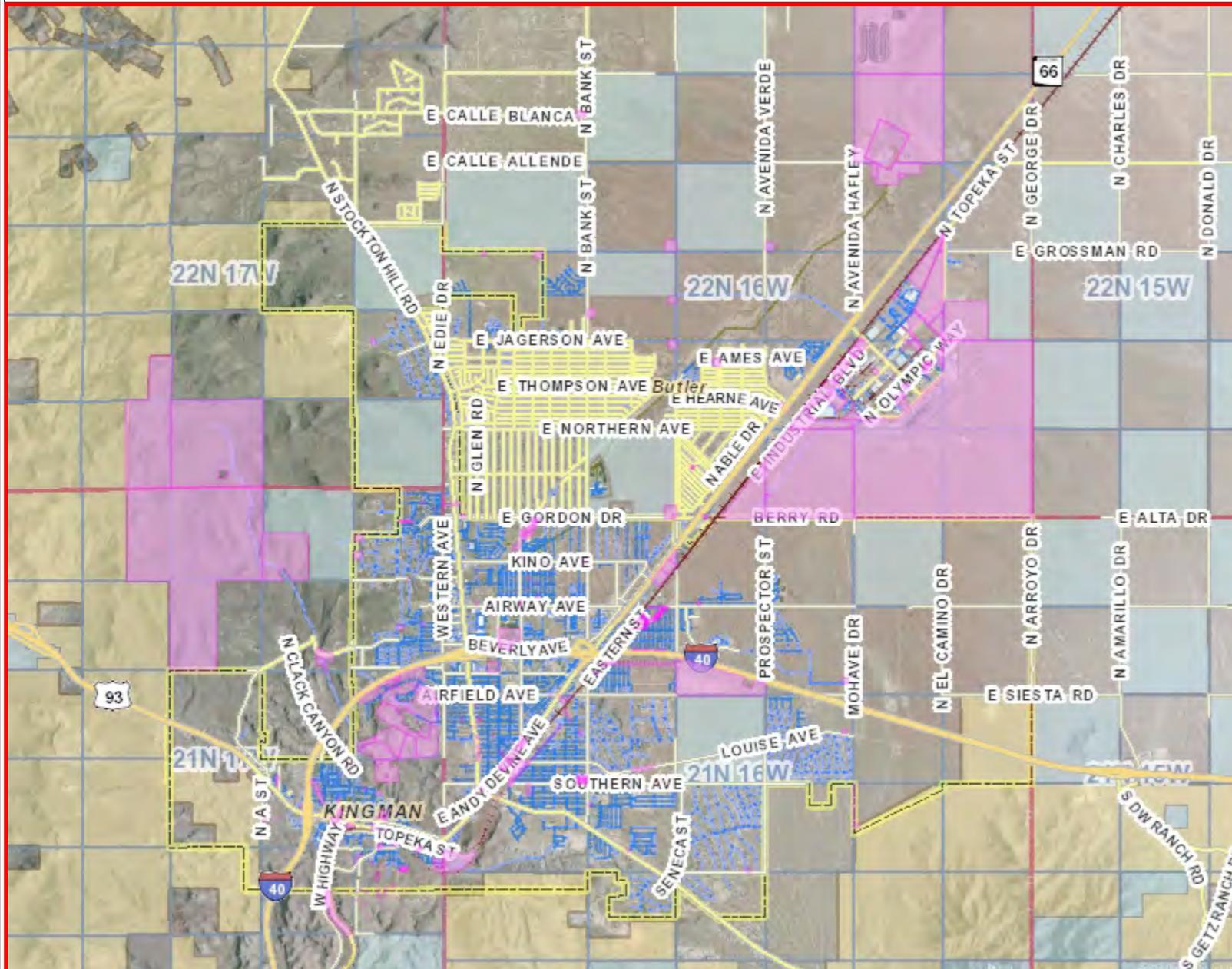
REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Owen, Rob	Approved	6/6/2016 - 3:25 PM
City Attorney	Cooper, Carl	Approved	6/6/2016 - 3:28 PM
City Manager	Dougherty, John	Approved	6/6/2016 - 7:38 PM

	TAXPIN	TAX_YEAR	SITE_ADDRESS	OWNER	SIZE	UNIT	ASSMNT_R	CLASS_COD	VALUE_ME	TAX_AR	ABSTDESCR	LANDVALUE	IMPVALUE	TWN_RNG_SEC
Water	209-01-130	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 19N 18W 6
Golden Valley	209-01-131	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 10
Well Sites	209-01-132	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 10
	209-01-133	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 10
	209-01-134	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 10
	209-01-135	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 12
	209-01-136	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 12
	209-01-137	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 12
	209-01-138	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 12
	209-22-064	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	3085.4		0 19N 18W 22
	209-22-065	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	3085.4		0 19N 18W 22
	209-22-066	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	3085.4		0 19N 18W 22
	209-22-067	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	3085.4		0 19N 18W 22
	209-23-067	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	3085.4		0 19N 18W 24
	209-23-068	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	3085.4		0 19N 18W 24
	209-23-069	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	3085.4		0 19N 18W 24
	209-25-069	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 26
	209-25-070	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 26
	209-27-073	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 34
	209-27-074	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 34
	209-27-075	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 34
	209-27-076	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	1000		0 19N 18W 34
	215-01-017	2016		CITY OF KINGMAN	1.25 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	6302.16		0 20N 18W 2
	215-01-099	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 22
	215-01-100	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 22
	215-01-101	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 22
	215-01-102	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 22
	215-01-103	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 24
	215-01-104	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 24
	215-01-105	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 24
	215-01-106	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 24
	215-01-107	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 36
	215-01-108	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 36
	215-01-109	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 36
	215-01-110	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1000		0 20N 18W 36
	215-19-029	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1413.37		0 20N 18W 34
	215-19-030	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1413.37		0 20N 18W 34
	215-19-031	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1413.37		0 20N 18W 34
	215-19-032	2016		CITY OF KINGMAN	1.06 ACRES		0.15	Municipal	Market	430	Ag/Vacant L	1413.37		0 20N 18W 34
South Side Park	302-02-055	2016	1020 BUCHANAN	CITY OF KINGMAN	2.07 ACRES		0.15	Municipal	Cost	452	Ag/Vacant L	15795.92	57206	21N 17W 25
	302-02-063	2016	1021 BUCHANAN	CITY OF KINGMAN	1.63 ACRES		0.15	Municipal	Cost	452	Ag/Vacant L	13574.9	63654	21N 17W 25
	302-02-074	2016		CITY OF KINGMAN	2.24 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	16593.93		0 21N 17W 25
RR adjacent	302-03-005	2016	803 MADISON ST	CITY OF KINGMAN	0.23 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	3972.56		0
Park	302-03-018	2016	209 MOHAVE ST	CITY OF KINGMAN	1 ACRES		0.15	Municipal	Cost	452	Ag/Vacant L	9970.06	51173	
Flood	302-04-037	2016		CITY OF KINGMAN	0.09 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	1222.57		0 21N 17W 25
	302-04-045	2016		CITY OF KINGMAN	0.33 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	2007.99		0 21N 17W 25
	302-04-046A	2016		CITY OF KINGMAN	0.53 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	2782.01		0 21N 17W 25
4th Av 25' lot	302-07-079	2016		CITY OF KINGMAN	0.06 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	854.13		0 21N 17W 25
Southside Hills	302-07-146B	2016		CITY OF KINGMAN	0.23 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	1569.96		0 21N 17W 25
	302-07-147	2016		CITY OF KINGMAN	0.46 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	2511.98		0 21N 17W 25
	302-07-148	2016		CITY OF KINGMAN	0.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	981.2		0 21N 17W 25
	302-07-175A	2016		CITY OF KINGMAN	0.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	981.2		0 21N 17W 25
	302-07-175B	2016		CITY OF KINGMAN	0.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	981.2		0 21N 17W 25
	302-07-176	2016		CITY OF KINGMAN	0.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	981.2		0 21N 17W 25
	302-07-177	2016		CITY OF KINGMAN	0.06 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	854.13		0 21N 17W 25
	302-07-178	2016		CITY OF KINGMAN	0.63 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	3117.45		0 21N 17W 25
	302-07-179	2016		CITY OF KINGMAN	0.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	981.2		0 21N 17W 25
	302-07-180	2016		CITY OF KINGMAN	0.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	981.2		0 21N 17W 25
	302-07-181	2016		CITY OF KINGMAN	0.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	981.2		0 21N 17W 25
	302-07-182	2016		CITY OF KINGMAN	0.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	981.2		0 21N 17W 25
	302-07-183	2016		CITY OF KINGMAN	0.06 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	854.13		0 21N 17W 25
	302-07-184	2016		CITY OF KINGMAN	0.06 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	854.13		0 21N 17W 25
	302-07-185	2016		CITY OF KINGMAN	0.06 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	854.13		0 21N 17W 25
	302-07-186	2016		CITY OF KINGMAN	0.06 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	854.13		0 21N 17W 25
WW Plant	302-10-006	2016	1760 S HWY 66	CITY OF KINGMAN	19.59 ACRES		0.15	Municipal	Market	400	Ag/Vacant L	23923.1		0
White Cliffs	303-01-016	2016		CITY OF KINGMAN	8.11 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	15592.03		0 21N 17W 13
Open Space	303-01-090	2016		CITY OF KINGMAN	2.3 ACRES		0.15	Municipal	Market	452	Golf Course:	1150		0 21N 17W 13
	303-01-104	2016		CITY OF KINGMAN	0.29 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	1000		0 21N 17W 13
	303-01-148	2016		CITY OF KINGMAN	59.18 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	40914.54		0 21N 17W 13
	303-01-150	2016		CITY OF KINGMAN	45.2 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	35897.83		0 21N 17W 13
Cerbat Cliffs	303-01-162	2016	1001 GATES AVE	CITY OF KINGMAN	4.22 ACRES		0.15	Municipal	Cost	452	Golf Course:	2110	53265	21N 17W 13
	303-01-164	2016		CITY OF KINGMAN	10.58 ACRES		0.15	Municipal	Cost	452	Golf Course:	5290	118555	21N 17W 13
Golf Course	303-01-166	2016	1001 GATES AVE	CITY OF KINGMAN	84.43 ACRES		0.15	Municipal	Cost	452	Golf Course:	42215	159795	21N 17W 13
	303-01-181	2016	1001 GATES AVE	CITY OF KINGMAN	101 ACRES		0.15	Municipal	Cost	452	Golf Course:	98040	817443	21N 17W 13
	303-02-091	2016	1001 GATES AVE	CITY OF KINGMAN	16.22 ACRES		0.15	Municipal	Cost	452	Golf Course:	8110	106530	21N 17W 13
	303-02-093	2016		CITY OF KINGMAN	0.31 ACRES		0.148	Municipal	Market	452	Golf Course:	155		0 21N 17W 13
White Cliffs	303-05-008	2016		CITY OF KINGMAN	33.21 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	30909.21		0 21N 17W 24
N. 4th Hill	303-06-049	2016		CITY OF KIN MOHAVE	0.86 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	2383.05		0
Parking	303-08-024	2016		CITY OF KINGMAN	0.22 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	20729.65		0 21N 17W 24
Water	303-08-063B	2016		CITY OF KINGMAN	0.01 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	1000		0 21N 17W 24
ByronJackson	303-08-067A	2016		CITY OF KINGMAN	0 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	1000		0 21N 17W 24
Court Annex	303-08-100	2016	219 N 4TH KINGMA	CITY OF KINGMAN	0.65 ACRES		0.15	Municipal	Cost	452	Ag/Vacant L	19852.46	434712	21N 17W 24
	303-08-106	2016	220 N 4TH ST KINGI	CITY OF KINGMAN	0.23 ACRES		0.15	Municipal	Cost	452	Ag/Vacant L	10319.85	151645	21N 17W 24
Fire Adm	303-08-108	2016	412 OAK ST KINGM	CITY OF KINGMAN	0.43 ACRES		0.18	Municipal	Cost	452	Commercial	15360.36	174951	21N 17W 24
Parking	303-08-112	2016	429 BEALE ST KINGI	CITY OF KINGMAN	0.36 ACRES		0.18	Municipal	Cost	452	Commercial	13686.85	7536	21N 17W 24
Dispatch	303-08-113	2016	429 E BEALE ST 000	CITY OF KINGMAN	0.23 ACRES		0.18	Municipal	Cost	452	Commercial	17002.94	160500	21N 17W 24
Complex	303-08-167A	2016	310 N FOURTH ST K	CITY OF KINGMAN	2.3 ACRES		0.15	Municipal	Cost	452	Ag/Vacant L	44296.93	1114213	21N 17W 24
Water Pamona	303-09-042	2016		CITY OF KINGMAN	0.02 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	1000		0 21N 17W 24
ROW	303-09-077B	2016		CITY OF KINGMAN	0.03 ACRES		0.15	Municipal	Market	452	Ag/Vacant L	1000		0 21N 17W 24
	303-09-079C	2016		CITY OF KINGMAN	0.05 ACRES		0.15	Municipal	Market	452	Ag/Vac			

	304-07-034	2016	CITY OF KINGMAN	2.94 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0		
Flood	304-07-046	2016	CITY OF KINGMAN	2.96 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0	21N 17W 23	
Pool	304-08-109	2016	324 GOLD ST KING	CITY OF KINGMAN	0.63 ACRES	0.15	Municipal	Cost	452	Ag/Vacant L	13063.1	87232	
Erickson	304-09-066A	2016	CITY OF KINGMAN	0.22 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	11466.13	0		
Martha	304-09-072B	2016	CITY OF KINGMAN	0.19 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	10850.13	0		
Martha	304-09-073	2016	CITY OF KINGMAN	0.88 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	21123.35	0		
ROW	304-09-122	2016	CITY OF KINGMAN	0.07 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0	21N 17W 23	
	304-12-113B	2016	CITY OF KINGMAN	0.01 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0	21N 17W 23	
	304-12-137	2016	CITY OF KINGMAN	0.11 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	8441.86	0	21N 17W 23	
Park	304-18-004	2016	315 W BEALE ST MI	CITY OF KINGMAN	2.09 ACRES	0.15	Municipal	Cost	452	Ag/Vacant L	87761.98	55914	
Museum	304-18-007	2016	400 BEALE ST KINGI	CITY OF KINGMAN	2.23 ACRES	0.18	Municipal	Cost	452	Commercial	91449.53	779881	
Phouse	304-18-040	2016	120 W ANDY DEVIN	CITY OF KINGMAN	2.2 ACRES	0.15	Municipal	Cost	452	Ag/Vacant L	90666.63	338008 21N 17W 23	
Park	304-18-053	2016	CITY OF KINGMAN	0.05 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0	21N 17W 23	
CFRA	305-01-006	2016	CITY OF KINGMAN W	1295.02 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	48195.9	0	21N 17W	
	305-01-007	2016	CITY OF KINGMAN W	152.77 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	6597.44	0	21N 17W 2	
Water Riata V Tank	305-02-212	2016	CITY OF KINGMAN	4.08 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	91388.28	0	21N 17W 1	
Well Site	305-02-213	2016	CITY OF KINGMAN	4.39 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	95388.5	0	21N 17W 1	
Main Tanks	305-09-005	2016	CITY OF KINGMAN	5 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	34340.75	0		
Main Tanks/ROW	305-09-008	2016	CITY OF KINGMAN	10 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	52036.41	0		
ROW	305-09-029	2016	CITY OF KINGMAN	0.2 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	1000	0	21N 17W 11	
	305-09-031	2016	CITY OF KINGMAN	0.4 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	1000	0	21N 17W 11	
	305-11-018	2016	CITY OF KINGMAN	0.15 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0	21N 17W 12	
Park Site	305-16-012	2016	CITY OF KINGMAN	1.65 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	18183.79	0	21N 17W 12	
ROW	305-17-058	2016	CITY OF KINGMAN	0.19 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	8776.06	0	21N 17W 12	
	305-17-059	2016	CITY OF KINGMAN	0.19 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	8776.06	0	21N 17W 12	
Canyon	305-24-114	2016	730 CRESTWOOD D	CITY OF KINGMAN	0.23 ACRES	0.15	Municipal	Cost	452	Ag/Vacant L	16823.65	79784 21N 17W 1	
Shadows	305-24-115	2016	720 CRESTWOOD D	CITY OF KINGMAN	0.17 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14174.79	0	21N 17W 1
Park	305-24-116	2016	700 CRESTWOOD D	CITY OF KINGMAN	0.17 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14174.79	0	21N 17W 1
	305-24-117	2016	680 CRESTWOOD D	CITY OF KINGMAN	0.19 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	15167.76	0	21N 17W 1
	305-24-118	2016	670 CRESTWOOD D	CITY OF KINGMAN	0.18 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14760.99	0	21N 17W 1
	305-24-119	2016	650 CRESTWOOD D	CITY OF KINGMAN	0.18 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14760.99	0	21N 17W 1
	305-24-120	2016	640 CRESTWOOD D	CITY OF KINGMAN	0.18 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14760.99	0	21N 17W 1
	305-24-121	2016	620 CRESTWOOD D	CITY OF KINGMAN	0.18 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14760.99	0	21N 17W 1
	305-24-122	2016	600 CRESTWOOD D	CITY OF KINGMAN	0.18 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14760.99	0	21N 17W 1
	305-24-123	2016	590 CRESTWOOD D	CITY OF KINGMAN	0.18 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14760.99	0	21N 17W 1
	305-24-124	2016	580 CRESTWOOD D	CITY OF KINGMAN	0.18 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	14899.04	0	21N 17W 1
ROW	305-31-024	2016	CITY OF KINGMAN	0.35 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0	21N 17W 1	
	305-33-030	2016	CITY OF KINGMAN	0 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0	21N 17W 1	
	305-33-032B	2016	CITY OF KINGMAN	0 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	1000	0	21N 17W 1	
Flood	305-37-025	2016	CITY OF KINGMAN	0.21 ACRES	0.15	Municipal	Market	452	Ag/Vacant L	15946	0	21N 17W 1	
WWPlant	310-01-005	2016	CITY OF KINGMAN	100 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	47090.72	0	22N 16W	
Airport	310-01-036	2016	CITY OF KINGMAN	135.54 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	745470	0	22N 16W 24	
Water CW 6	310-01-052	2016	CITY OF KINGMAN	10 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	12437.57	0	22N 16W 17	
WW	310-01-058	2016	CITY OF KINGMAN	546.47 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	125717.64	0	22N 16W 11	
	310-01-061	2016	5925 HWY 66 KING	CITY OF KINGMAN	639.72 ACRES	0.15	Municipal	Cost	400	Ag/Vacant L	137707.87	2555 22N 16W 2	
Airport/CW 11	310-01-080	2016	MULTIPLE 0000000	CITY OF KINGMAN	2123.28 ACRES	0.15	Municipal	Cost	470	Ag/Vacant L	11678040	6005013 22N 16W	
Well Site	310-01-081	2016	CITY OF KINGMAN	4.47 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	7808.06	0	22N 16W 20	
Well Site	310-01-090	2016	CITY OF KINGMAN	4.55 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	7888.76	0	22N 16W 20	
Water BankSt	310-04-083	2016	CITY OF KINGMAN	4.2 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	6637.17	0	22N 16W 7	
WWPlant	310-13-008	2016	CITY OF KINGMAN	53.65 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	32852.82	0	22N 16W 14	
	310-13-030	2016	CITY OF KINGMAN	6.47 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	9669.42	0	22N 16W 14	
	310-13-031	2016	CITY OF KINGMAN	1.67 ACRES	0.15	Municipal	Market	400	Ag/Vacant L	4418.86	0	22N 16W 14	
Airport	310-16-013	2016	CITY OF KINGMAN	17.29 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	348346.18	0	22N 16W 23	
	310-16-021	2016	CITY OF KINGMAN	79.53 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1230722.1	0	22N 16W 23	
	310-16-022	2016	CITY OF KINGMAN	1.97 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	57780.84	0	22N 16W 23	
	310-16-023	2016	CITY OF KINGMAN	0.86 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 23	
	310-16-025	2016	CITY OF KINGMAN	1.27 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	40187.12	0	22N 16W 23	
	310-16-027	2016	CITY OF KINGMAN	0.77 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	26567.29	0	22N 16W 23	
	310-16-040	2016	CITY OF KINGMAN	0.27 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 23	
	310-16-041	2016	CITY OF KINGMAN	0.14 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 23	
	310-16-042	2016	CITY OF KINGMAN	1.21 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 23	
	310-16-048	2016	CITY OF KINGMAN	0.72 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	25132.2	0	22N 16W 23	
	310-16-052	2016	0 CITY OF KINGMAN	0.25 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 23	
	310-16-054	2016	KINGMAN 0000000	CITY OF KINGMAN	47.54 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	804130.36	0	22N 16W 14
	310-16-055	2016	0 CITY OF KINGMAN	0.39 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	15135.62	0	22N 16W 23	
	310-16-057	2016	CITY OF KINGMAN	12.94 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	274101.65	0	22N 16W 23	
	310-16-059	2016	CITY OF KINGMAN	13.37 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	281613.91	0	22N 16W 23	
	310-19-022	2016	CITY OF KINGMAN	1.8 ACRES	0.15	Municipal	Cost	470	Ag/Vacant L	53624.93	51319 22N 16W 26		
	310-19-045	2016	4905 INTERSTATE V	CITY OF KINGMAN	2.24 ACRES	0.15	Municipal	Cost	470	Ag/Vacant L	64257.07	126086 22N 16W 26	
ROW	310-19-049	2016	CITY OF KINGMAN	0 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 26	
	310-19-053	2016	CITY OF KINGMAN	0.01 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 26	
Airport	310-19-112	2016	CITY OF KINGMAN	1.09 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	35414.92	0	22N 16W 26	
	310-19-113	2016	CITY OF KINGMAN	0.59 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	21315.84	0	22N 16W 26	
	310-19-130	2016	CITY OF KINGMAN	0.34 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	13511.92	0	22N 16W 26	
	310-19-135	2016	CITY OF KINGMAN	0.45 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	17037.38	0	22N 16W 23	
	310-19-137	2016	CITY OF KINGMAN	0.09 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	4500.75	0	22N 16W 26	
	310-19-150	2016	CITY OF KINGMAN	1.21 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	38610.25	0	22N 16W 26	
	310-19-153	2016	CITY OF KINGMAN	7.5 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	174579.8	0	22N 16W 26	
	310-19-154	2016	5005 E INDUSTRIAL	CITY OF KINGMAN	5.42 ACRES	0.15	Municipal	Cost	470	Ag/Vacant L	133450.94	528 22N 16W	
	310-19-155	2016	CITY OF KINGMAN	1.13 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	36486.48	0	22N 16W	
	310-19-157	2016	CITY OF KINGMAN	0.78 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	26852.35	0	22N 16W 26	
	310-19-167	2016	CITY OF KINGMAN	0.45 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	17037.38	0	22N 16W 26	
	310-19-175	2016	CITY OF KINGMAN	0.06 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 26	
	310-19-186	2016	CITY OF KINGMAN	5.31 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	131206.85	0	22N 16W 26	
	310-19-198	2016	0 CITY OF KINGMAN	1.18 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	37816.77	0	22N 16W 26	
	310-19-205	2016	0 CITY OF KINGMAN	6.59 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	156866.77	0	22N 16W 26	
	310-19-209	2016	CITY OF KINGMAN	2 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	58387.1	0	22N 16W 26	
	310-19-213	2016	CITY OF KINGMAN	1.22 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	38872.65	0	22N 16W 26	
	310-19-226	2016	CITY OF KINGMAN	7.56 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	166058	0	22N 16W 26	
Water CW 1	310-21-014	2016	CITY OF KINGMAN	0.99 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	32705.49	0	22N 16W 27	
ROW	310-21-025	2016	CITY OF KINGMAN	0.09 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 27	
Airport	310-21-028	2016	CITY OF KINGMAN	20.94 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	408141.38	0	22N 16W 27	
ROW	310-21-048	2016	CITY OF KINGMAN	0.39 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 27	
Airport	310-21-058	2016	CITY OF KINGMAN	16.27 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	331260.35	0	22N 16W 27	
	310-21-059	2016	CITY OF KINGMAN	1.16 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	1000	0	22N 16W 27	
	310-21-067	2016	CITY OF KINGMAN	9.1 ACRES	0.15	Municipal	Market	470	Ag/Vacant L	204858.48	0	22N 16W 27	
	310-21												

Flood	311-14-050A	2016	CITY OF KINGMAN	0.09 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	10001.57	0 21N 16W 18
Flood	311-14-054D	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	11796.1	0 21N 16W 18
ROW	311-14-194A	2016	CITY OF KINGMAN	0.07 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	8748.97	0 21N 16W 18
	311-14-302B	2016	CITY OF KINGMAN	0.13 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	12532.09	0 21N 16W 18
	311-14-308C	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	11796.1	0 21N 16W 18
Flood	311-14-319J	2016	CITY OF KINGMAN	0.19 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	26321	0 21N 16W 18
	311-14-324	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Vacant	Market	452	Ag/Vacant L	7117.33	0 21N 16W 18
	311-14-325	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	7117.33	0 21N 16W 18
	311-14-326	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	7117.33	0 21N 16W 18
	311-15-214	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	11796.1	0 21N 16W 18
ROW	311-16-003A	2016	CITY OF KINGMAN	0.53 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	25534	0 21N 16W 18
Fairgr & AD	311-16-003B	2016	CITY OF KINGMAN	5.57 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	267077	0 21N 16W 18
Flood	311-16-003C	2016	CITY OF KINGMAN	0.15 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	7207	0 21N 16W 18
Park/FD	311-16-004	2016	2201 ANDY DEVINE CITY OF KINGMAN	9.67 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	364029.52	50081
FD/ROW	311-16-005	2016	1605 HARRISON AV CITY OF KINGMAN	2.23 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	155487.26	100997
ROW	311-16-006D	2016	CITY OF KINGMAN	0.74 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	1000	0 21N 16W 18
Flood	311-16-006K	2016	CITY OF KINGMAN	11.15 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	252406.64	0 21N 16W 18&19
Sunset	311-17-010	2016	CITY OF KINGMAN	0.12 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	5246.39	0 21N 16W 18
ROW	311-20-061	2016	CITY OF KINGMAN	3.08 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	46739.74	0 21N 16W 17
KPW	320-02-192	2016	CITY OF KINGMAN	4.99 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	373446.24	0 21N 16W 5
	320-02-193	2016	CITY OF KINGMAN	9.69 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	550915.26	0 21N 16W 5
	320-02-194	2016	3700 ANDY DEVINE CITY OF KINGMAN	12.05 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	625801.74	706764 21N 16W 5
Park	320-03-183	2016	3851 N WILLOW CITY OF KINGMAN	3 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	100840.9	179481 21N 16W 6
Flood	320-04-047F	2016	CITY OF KINGMAN	1.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	31758.29	0 21N 16W 6
	320-04-050	2016	CITY OF KINGMAN	1.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	31758.29	0 21N 16W 6
	320-04-051	2016	CITY OF KINGMAN	1.09 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	31422.28	0 21N 16W 6
	320-04-052	2016	CITY OF KINGMAN	1.09 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	31422.28	0 21N 16W 6
	320-04-055	2016	CITY OF KINGMAN	1.09 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	31422.28	0 21N 16W 6
	320-04-056A	2016	CITY OF KINGMAN	1.09 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	31422.28	0 21N 16W 6
	320-04-056B	2016	CITY OF KINGMAN	1.09 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	31422.28	0 21N 16W 6
	320-04-057F	2016	CITY OF KINGMAN	1.15 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	32422.87	0 21N 16W 6
	320-04-058	2016	CITY OF KINGMAN	1.15 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	32422.87	0 21N 16W 6
	320-04-059	2016	CITY OF KINGMAN	1.15 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	32422.87	0 21N 16W 6
	320-04-060	2016	CITY OF KINGMAN	1.15 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	32422.87	0 21N 16W 6
	320-04-061	2016	CITY OF KINGMAN	1.15 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	32422.87	0 21N 16W 6
ROW	320-05-006K	2016	CITY OF KINGMAN	0.2 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	27023.65	0 21N 16W 6
KAT ID	320-06-023	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	8152.85	0 21N 16W 6
KAT ID	320-06-024	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	8152.85	0 21N 16W 6
ROW	320-06-134B	2016	CITY OF KINGMAN	0.37 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	1000	0 21N 16W 6
KAT ID	320-06-340	2016	3595 N LOMITA 000 CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	8152.85	0 21N 16W 6
KAT ID	320-06-550	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	8152.85	0 21N 16W 6
KAT ID	320-06-569	2016	CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	8152.85	0 21N 16W 6
KAT ID	320-06-589	2016	8671 N LOMITA 000 CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	8152.85	0 21N 16W 6
ROW	320-07-088A	2016	CITY OF KINGMAN	0.08 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	9017.13	0 21N 16W 6
	320-07-102	2016	KINGMAN 86401 CITY OF KINGMAN	0.11 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	3950	0 21N 16W 6
	320-08-679	2016	CITY OF KINGMAN	0.12 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	8187.14	0 21N 16W 6
Cent Park	320-10-027	2016	3333 N HARRISON I CITY OF KINGMAN	30.4 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	667341.23	1127021 21N 16W 7
FF Park	320-13-016	2016	2001 DETROIT AVE CITY OF KINGMAN	8.71 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	251721.74	51780
ROW	320-29-032	2016	3775 HERITAGE LN CITY OF KINGMAN	0.12 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	17754.84	0 21N 16W 6
SS Park	321-02-003A	2016	1001 BUCHANAN K CITY OF KINGMAN	37.19 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	97889.45	354880
ROW	321-03-005B	2016	CITY OF KINGMAN	0.46 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	1000	0 21N 16W 19
	321-04-048C	2016	CITY OF KINGMAN	0.29 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	1000	0 21N 16W 19
Park	321-07-008	2016	601 VAN BUREN CITY OF KINGMAN	4.34 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	224226.29	208241
Water Hual Tank	321-11-015	2016	3229 HUALAPAI MC CITY OF KINGMAN	0.52 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	28594.19	6480
Fire Sta	321-11-060	2016	302 EASTERN ST KII CITY OF KINGMAN	0.34 ACRES	0.15 Municipal	Cost	452	Ag/Vacant L	17839.13	170829 21N 16W 20
	321-11-110	2016	CITY OF KINGMAN	0.02 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	1000	0 21N 16W 20
Water RSF Tank	322-01-093	2016	CITY OF KINGMAN	3.87 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	89768.66	0 21N 16W 23
KX	322-06-010	2016	CITY OF KINGMAN	168.46 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	406063.86	0 21N 16W 9
Water Rat Tank	322-08-042	2016	4485 E LA MAR RD CITY OF KINGMAN	2.26 ACRES	0.15 Municipal	Market	450	Ag/Vacant L	46488.2	0 21N 16W 10
FS Site	322-27-015	2016	CITY OF KINGMAN	1 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	46956	0 21N 16W 15
Flood	322-34-040	2016	HEATHER AVE KING CITY OF KINGMAN	0.03 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	1000	0 21N 16W 4
ROW	322-34-041	2016	CITY OF KINGMAN	0.59 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	1000	0 21N 16W 4
Water Fthill Tank	322-40-015	2016	016 OMAHA DR CITY OF KINGMAN	1.03 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	43154.46	0 21N 16W 21
ROW	322-43-040	2016	CITY OF KINGMAN	0.03 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	1000	0 21N 16W 4
Water	324-02-169	2016	3610 BLUEBIRD LN CITY OF KINGMAN	0.13 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	4134.07	0 22N 16W 33
CW 2	324-02-170	2016	3600 BLUEBIRD LN CITY OF KINGMAN	0.22 ACRES	0.15 Municipal	Cost	470	Ag/Vacant L	5023.46	1026 22N 16W 33
	324-02-171	2016	3585 DOVE LN CITY OF KINGMAN	0.16 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	4461.72	0 22N 16W 33
	324-02-172	2016	3587 DOVE LN CITY OF KINGMAN	0.13 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	4134.07	0 22N 16W 33
	324-02-173	2016	3591 DOVE LN CITY OF KINGMAN	0.13 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	4134.07	0 22N 16W 33
Flood	324-10-019A	2016	CITY OF KINGMAN	1.1 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	155946.18	0 22N 16W 31
	324-10-037	2016	4070 STOCKTON HI CITY OF KINGMAN	1.27 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	169623.18	0 22N 16W 31
Fire Sta	324-10-055	2016	4000 N SIERRA RD CITY OF KINGMAN	1.02 ACRES	0.15 Municipal	Cost	450	Ag/Vacant L	30225.56	315069 22N 16W 31
Airport	324-11-049	2016	CITY OF KINGMAN	114.13 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	50830.45	0 22N 16W 33
Water CW 3	324-11-061	2016	CITY OF KINGMAN	0.86 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	102254	0 22N 16W 33
CW 4	324-13-006	2016	CITY OF KINGMAN	0.92 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	1000	0 22N 16W 34
Airport	324-13-007	2016	CITY OF KINGMAN	611.88 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	3365340	0 22N 16W 34
Water CW 5	324-15-015	2016	4877 N NORRIE DR CITY OF KINGMAN	4.59 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	7928.58	0 22N 16W 28
CW 7	324-16-038	2016	3498 E JAGERSON A CITY OF KINGMAN	5 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	8330.67	0 22N 16W 29
CRock Well	324-28-010B	2016	CITY OF KINGMAN	9 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	179880.4	0 22N 16W 32
Booster Sta	324-29-001	2016	3499 GORDON DR I CITY OF KINGMAN	1 ACRES	0.15 Municipal	Market	470	Ag/Vacant L	28885	0 22N 16W 32
CFRA	330-01-013	2016	CITY OF KINGMAN	400 ACRES	0.15 Municipal	Market	400	Ag/Vacant L	73051.87	0 22N 17W
Water Chack Tank	330-20-003	2016	CITY OF KINGMAN	1.53 ACRES	0.15 Municipal	Market	452	Ag/Vacant L	3401.4	0 22N 17W 25
CFRA	330-31-001	2016	CITY OF KINGMAN W	635 ACRES	0.15 Municipal	Market	400	Ag/Vacant L	107009.14	0 22N 17W 34
Water WellSite	331-01-029	2016	AVENIDA HAFLEY K CITY OF KINGMAN	320 ACRES	0.15 Municipal	Market	400	Ag/Vacant L	98129.47	0 23N 16W 15
V Ranch	344-01-001	2016	4938 E KAIBITO BLV CITY OF KINGMAN	716.08 ACRES	0.134 Municipal	Cost	400	Ag/Vacant L	167766.02	79764 24N 16W 1



Legend

- Highways
- Main Arterials
- Collectors
- Railroad
- Incorporated Cities (>1:200K)
- Township/Range
- Section

Surface Management

- AZ Game and Fish
- Bureau of Land Management
- Bureau of Reclamation
- City or County Parks
- Indian Reservation
- Military Reservation
- National Parks
- National Wildlife Refuge
- Other
- Private
- State Parks
- State Trust
- US Forest Service

- Water Lines
- Sewer Lines

1: 128,997

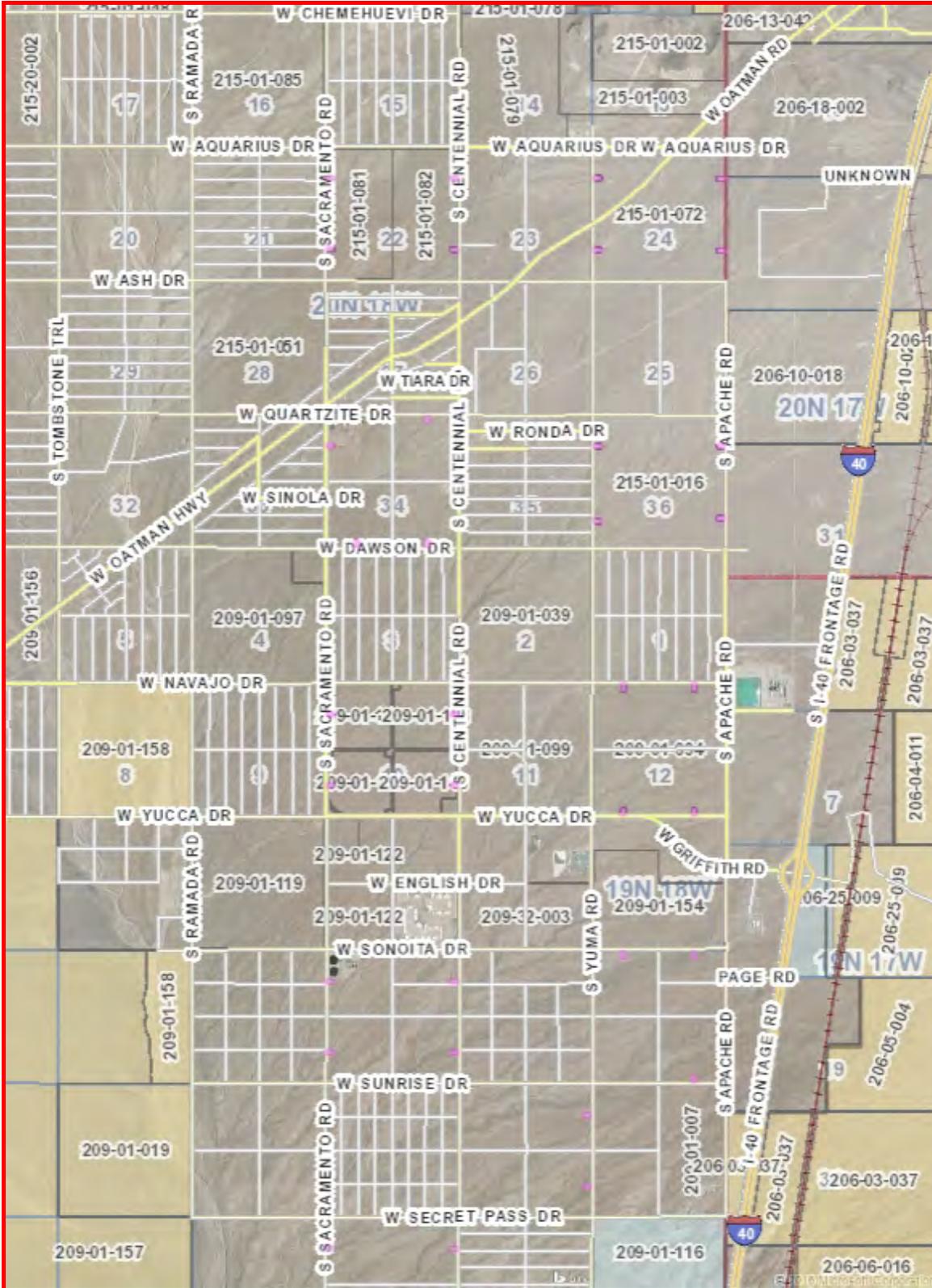
0 10,749.7 21,499.4 Feet

(approximate scale)

Map Created: 5/20/2016

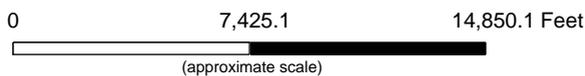
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Notes:



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1: 89,101



Map Created: 5/20/2016

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Notes:



**CITY OF KINGMAN
COMMUNICATION TO COUNCIL**

TO: Honorable Mayor and Common Council

FROM: Carl Cooper, City Attorney

MEETING DATE: June 21, 2016

AGENDA SUBJECT: Legal Action Regarding Diane Richards and Heinfeld & Meech

SUMMARY:

The City Attorney is requesting that the Council go into executive session to discuss legal options to recover the City's losses because of the action of Diane Richards and Heinfeld & Meech. The Council may go into executive session pursuant to ARS 38-431.03(A)(4).

FISCAL IMPACT:

STAFF RECOMMENDATION:

Go into executive session

REVIEWERS:

Department	Reviewer	Action	Date
City Attorney	Cooper, Carl	Approved	6/10/2016 - 4:05 PM
City Attorney	Cooper, Carl	Approved	6/10/2016 - 4:05 PM
City Manager	Dougherty, John	Approved	6/13/2016 - 6:54 PM