

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

5:30 P.M.

AMENDED AGENDA

Tuesday, July 7, 2015

REGULAR MEETING

CALL TO ORDER & ROLL CALL

INVOCATION will be given by John Pool of Praise Chapel

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

- a. The Regular Meeting and Executive Session minutes of June 16, 2015.**
- b. The Special Subcommittee Meeting and Executive Session minutes of June 9, 2015.**
- c. The Special Meeting and Executive Session minutes of June 24, 2015.**

2. APPOINTMENTS

a. Appointments to Clean City Commission

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

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

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

KART. Staff agrees with the Transit Advisory Commission's recommendation to appoint Mr. Gilbert to his first term which will expire in October 2016.

3. RECOGNITION

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

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

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

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

4. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

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

5. CONSENT AGENDA

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

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

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

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

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

c. Authorization for the Purchase of an Opticom Preemption System

The City of Kingman currently has 25 traffic signals equipped with preemption devices that are utilized during emergency response. During the 2014-2015 fiscal year, issues with performance were ongoing due to dated technology and satellite alignment. The fact finding and search for potential solutions resulted in constant communication with our current vendor Advanced Traffic Products. The replacement of all preemption devices was already proposed; however, since the foundation of technology at intersections and in apparatus would remain, a discount was provided on all remaining equipment due to the inconvenience of the current satellite configuration. The current equipment could not be updated due to the age of the equipment and the technology requirements associated with this system. These devices reduce response times of emergency apparatus and reduce the number of emergency vehicle crashes. This project will ensure that all traffic signals are equipped and up-to-date with the latest GPS technology to enhance response. The replacement of the preemption system was approved in the 2015-2016 Adopted Budget and Capital Improvement Plan. Advanced Safety Products is the sole source provider for the replacement of the preemption system. In accordance with the City's Procurement Code pertaining to sole source providers, staff is requesting authorization for the purchase of the Opticom Preemption System utilizing the bid from Advanced Safety Products in the amount of \$122,328.10. **Staff recommends Council approves acceptance of the bid from Advanced Safety Products in the amount of \$122,328.10**

d. Resolution No. 4958 Traffic Light Preemption Intergovernmental Agreement

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

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

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

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

~~The Best of the West on Route 66 organization in conjunction with the Kingsmen and the City of Kingman are holding the Best of the West on Route 66 festival September 23rd through September 27th, 2015. The organization is seeking \$25,000 from the Room Tax fund to promote the event. **The TDC met on July 2, 2015 and unanimously recommended awarding the \$25,000 grant request. Item moved to New Business Item “7d”.**~~

g. Special Event Liquor License Application

Applicant **Mark Wimpee, Sr. Charles (Ray) Cullison** of the Kingsmen has applied for a Series 15 Special Event Liquor License for an event to take place Friday, September 25, 2015 from 1800 to 0100, at **2600 Fairgrounds Blvd. 112 N. Fourth St.** in Kingman. **Staff recommends approval.**

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

When the T. J. Mark, LLC. (dba ISCO Industries) property was developed at the Kingman Airport Industrial Park, the installed sewer service line traversed approximately 38 feet of the adjacent City property. The line was surveyed and the documentation was prepared, but it was never officially approved by the City and recorded. There is now interest in developing the adjoining property by a

separate entity and an easement should be granted to allow the improvements to be designated in the plats of record and protect the improvements. The legal description has been prepared by the City Surveyor's Office for accuracy. **Kingman Airport Authority recommends approval of Resolution No. 4960.**

6. **OLD BUSINESS**

Direction regarding the requested community town hall meeting on Kingman Crossing

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

7. **NEW BUSINESS**

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

On June 5, staff received a request to install a block fence encroachment within the right of way adjacent to the Rutherford Diner at 2011 Andy Devine Avenue. The request comes from Mark Wimpee of First Generation Builders (applicant) and Brent Rutherford (owner). The proposal is to construct a patio area in front of the restaurant. The applicant initially indicated that the block wall would encroach into the City right of way up to the back of the sidewalk, a distance of approximately eight feet. On June 29, staff received an updated request to place the encroachment three feet into the right of way. The Street Policy requires that the City hold a public hearing and that Council act on the proposed encroachment. Staff has posted and mailed notices to the adjacent property owners, and has published the hearing notification in the Kingman Daily Miner. The City has an existing twelve-inch water main in the right of way in the vicinity of the proposed encroachment. The applicant has indicated they would stay two feet from the existing water main, which was originally installed in 1975. Unisource Gas has indicated they have a six-inch gas line near the back of the sidewalk. The block wall will limit the ability of the utility(s) to perform future maintenance, especially with mechanical equipment. In addition, there are existing driveways on either side of the proposed encroachment, which pose a concern for sight distance issues. **Staff recommends denial of the proposed encroachment.**

b. Report by Mayor on Cives \$1,000,000 check and resolution.

The Mayor will provide a report to the Council on actions taken concerning a \$1,000,000 offer to purchase property in the Kingman Airport Industrial Park. There will be no action on this item.

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

A property owner in the industrial park would like authorization from Council to unload containers of class 7 radioactive material from rail cars onto trucks for transport to a Nevada test site. The very low radioactive materials have only been exposed to radioactive material, but have not been radioactive. ICE Service group would perform the moving of the cargo off

train cars onto trucks for transport to a Nevada site. Kingman Airport Authority has approved this usage. The owner would like to make the Council aware and seek its approval before beginning operations. **Council discretion.**

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

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

8. REPORTS

Board, Commission and Committee Reports by Council Liaisons

9. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

If needed.

10. EXECUTIVE SESSION

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

a. Annual Performance Review and Consideration of Contract – City Manager

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

ADJOURNMENT

Posted _____ by _____

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

5:30 P.M.

MINUTES

Tuesday, June 16, 2015

REGULAR MEETING

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

CALL TO ORDER & ROLL CALL

Mayor Anderson called the meeting to order at 5:30 P.M. and roll call was taken. All councilmembers were present. The invocation was given by Grif Vautier of Kingman Presbyterian Church after which the Pledge of Allegiance was said in unison.

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

1. APPROVAL OF MINUTES

a. The Special Meeting minutes of September 12, 2014.

Mayor Anderson stated Vice-Mayor Wimpee, Sr., Councilmember Abram and Councilmember Yocum were not present at the meeting.

Councilmember Carver made a MOTION to APPROVE the Special Meeting minutes of September 12, 2014. Councilmember Miles SECONDED and it was APPROVED with a vote of 4-0 with Vice-Mayor Wimpee, Sr., Councilmember Abram and Councilmember Yocum ABSTAINING.

b. The Regular Meeting and Executive Session minutes of June 2, 2015.

Mayor Anderson stated he and Councilmember Miles were not present at the meeting.

Councilmember Young stated on page four in the sixth paragraph the sentence should read “2% bed tax” not “2.5% bed tax.”

Councilmember Abram made a MOTION to APPROVE the Regular Meeting and Executive Session minutes of June 2, 2015 with the correction on page four. Vice-Mayor Wimpee, Sr. SECONDED and it was APPROVED by a vote of 5-0 with Mayor Anderson and Councilmember Miles ABSTAINING.

c. The Special Meeting and Executive Session minutes of June 4, 2015.

Mayor Anderson stated items “1c” and “1d” would be approved together as Councilmember Carver was the only councilmember not present at both meetings.

Vice-Mayor Wimpee, Sr. made a MOTION to APPROVE the Special Meeting and Executive Session minutes of June 4, 2015 and June 5, 2015. Councilmember Young SECONDED and it was APPROVED by a vote of 6-0 with Councilmember Carver ABSTAINING.

d. The Special Meeting and Executive Session Minutes of June 5, 2015.

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.

Mark Sippel stated he had an office in Kingman and he was speaking on behalf of the Kingman America’s Best Communities (ABC) Competition committee, the Downtown Merchants’ Association and the Downtown land owners. Mr. Sippel stated there were many lots in Downtown that were smaller than the 5,000 square feet required for development by the Planning & Zoning Department. Mr. Sippel stated a small lot development ordinance should be created and adopted in order to allow development on the lots, many of which had utility infrastructure in place.

Mayor Anderson directed City Manager John Dougherty to research Mr. Sippel’s proposal.

Dean Wolslagel stated the issues with the Valle Vista water supply occurred because of in-house testing. Mr. Wolslagel stated the City conducted in-house testing of its water supply and the water should be tested by an outside company in order to eliminate doubts about its safety.

Mayor Anderson directed Mr. Dougherty to prepare a report on the current water testing process and the possibility for spot testing by an outside company.

Tom Carter stated the City needed town hall meetings and workshops in order to understand the full implications of the decisions being made for the community.

Harley Petit stated he wanted to resubmit a request for improved Americans with Disabilities Access (ADA) for the Council meetings. Mr. Petit stated he was told the door had to be locked for security reason and he suggested having a person monitor the door.

Mayor Anderson directed Mr. Dougherty and Chief of Police Robert DeVries to investigate Mr. Petit's concerns.

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. Arizona Criminal Justice Commission Grant Award DC-16-007

On June 3, 2015 the Arizona Criminal Justice Commission (ACJC) awarded the Kingman Police Department, on behalf of the Mohave Area General Narcotics Enforcement Team (MAGNET), a grant in the amount of \$345,254.00 to fund our drug task force. Total grant funding is for \$258,940.00 with matching funds totaling \$86,314.00 required from MAGNET. Those matching funds will be paid from the MAGNET RICO account. **Staff recommends approval.**

b. Resolution No. 4955 – Approving Water Service for an Unsubdivided Parcel at 2800 Hualapai Mountain Road for an Office Building (ENG15-034)

On May 28, 2015 the Municipal Utility Commission reviewed a request from Doug Angle for water service to an unsubdivided parcel at 2800 Hualapai Mountain Road (Tax Parcel 321-06-084). This water service request is for development of a new office building on a 1.68 acre commercial property. Resolution No. 4955 grants water service to the subject parcel with the following condition: (1) that any connection to the water or sewer system is made in accordance with the Utility Regulations and applicable building codes. The Commission voted 5-0 to recommend approval of water service to Tax Parcel 321-06-084. **Staff recommends approval of Resolution No. 4955.**

c. Resolution No. 4954 – Sale of Real Property at 854 Berk Avenue

This item was originally approved March 3, 2015, with Resolution No. 4936. Due to a clerical error, Resolution No. 4936 was assigned to two separate items. This item will re-approve the authorization for the sale of certain real property located at 854 Berk Avenue. The property was bid on through a sealed competitive bid process on February 23, 2015. **Staff recommends approval.**

d. Authorizing the purchase of real property on Gates Avenue for drainage purposes, ENG15-018

On March 17, 2015, Council approved Resolution 4936, which authorized staff to proceed with acquiring vacant property on Gates Avenue for drainage purposes. The property is owned by Gregory V. Davis and is identified as tax parcel 311-14-326. The property is 5,000 square feet in area and is a natural low point which ponds with storm runoff. Staff recommends proceeding with

the Gates property acquisition. Upon Council approval, staff will open an escrow with one of the local title agencies to finalize this land purchase. **Staff recommends approval.**

e. Mohave County Jail Costs IGA FY15-16

Staff has submitted the Mohave County Jail Costs IGA dated July 1, 2014, email correspondence with Mohave County, and Mohave County Board of Supervisors May 5, 2015 agenda item and meeting minutes regarding the FY15-16 booking and per diem fees for city inmates. The booking fee has been reduced from \$62.00 to \$61.00. The per day fee has been reduced from \$69.50 to \$66.64. **Staff recommends approval.**

f. Resolution 4956 Authorizing an Intergovernmental Agreement between the Arizona Department of Revenue (ADOR) and the City of Kingman for ADOR administration, billing, collection, auditing and licensing of transaction privilege taxes, use taxes or other taxes imposed by the City or State

The Arizona Department of Revenue has prepared a revised intergovernmental agreement to renew authorization for the Department of Revenue to act on behalf of the City of Kingman in regard to joint taxpayer audits and the uniform method of administration, collection, audit and licensing of transaction privilege taxes, use taxes or other taxes imposed by the City of Kingman or State of Arizona. With the modification of ARS §42-6001 as it relates to the Local Transaction Privilege Tax administration, there are significant improvements in the State collection program as a result of the simplification process. The intergovernmental agreement includes revisions to 1) address confidentiality, 2) provide clear direction regarding the sharing of general taxpayer license information, legal interpretations and written guidance, and rate and fee tables, 3) identify exact data fields to provide to the DOR and detailed reports that will be provided to the cities, 4) provide guidance for handling voluntary disclosure by taxpayers, and 5) provide a formal review process using the new “State and Local Uniformity Group” made up of four city and four DOR tax experts who will work together to iron out any problems or conflicts between the cities and the State. The terms of the intergovernmental agreement run on an annual basis from July 1, 2015 through June 30, 2016 and will renew automatically each year. **Staff recommends approval.**

g. National League of Cities Service Line Program

At the June 2, 2015 Regular Meeting of the Common Council, Utility Service Partners presented information on the National League of Cities Service Line Program, which provides citizens with the opportunity to purchase insurance to cover water and sewer line repairs that are the responsibility of the property owner. Staff has worked with Utility Service Partners to draft a contract to allow the City to participate in this program. **Staff recommends approval.**

Mayor Anderson stated item “3g” needed to be removed.

Vice-Mayor Wimpee, Sr. made a MOTION to APPROVE Consent Agenda items “3a” through “3f.” Councilmember Young SECONDED and it was APPROVED by a vote of 7-0.

Councilmember Miles asked what the City’s liability would be in the case of work discrepancies since the City’s logo and an elected official’s signature would be used on the marketing material.

City Attorney Carl Cooper stated the “hold harmless” language in the contract was standard.

Councilmember Miles asked that the letter state the program was optional.

Mr. Cooper agreed.

Councilmember Miles made a MOTION to APPROVE the contract with Utility Services Partner with the stipulation that the letter included a disclaimer that the program was optional and not a City program. Councilmember Young SECONDED and it was APPROVED by a vote of 7-0.

4. EXECUTIVE SESSION

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

a. Review and discussion of the draft contract for the City Magistrate position.

b. Discussion and/or action concerning the contract for the City Magistrate position.

Vice-Mayor Wimpee, Sr. made a MOTION to ENTER into Executive Session. Councilmember Young SECONDED and it was APPROVED by a vote of 7-0.

The Council entered Executive Session at 5:50 P.M. The Council returned from Executive Session at 5:56 P.M.

5. OLD BUSINESS

a. Ratification of City Magistrate Employment Agreement

On June 5, 2015, Council appointed three Council members and HR Director to negotiate terms and conditions of an employment agreement with Jeffrey Singer for City Magistrate. Attached is the agreed upon contract with City Magistrate Jeffrey R. Singer. Highlights of the contract include: effective June 29, 2015; two year contract; annual base salary of \$111,936.

Vice-Mayor Wimpee, Sr. made a MOTION to RATIFY the City Magistrate Employment Agreement with Jeffery R. Singer. Councilmember Young SECONDED and it was APPROVED by a vote of 7-0.

b. Swearing in ceremony for new city magistrate

Pending approval of the proposed contract for new City Magistrate Jeffrey R. Singer, retiring Magistrate Kathy McCoy will swear in Judge Singer to his new position before the Mayor and Council.

Judge Kathy McCoy administered the oath of office to Mr. Singer.

6. NEW BUSINESS

a. Discussion and direction concerning possible consolidation and extension of repayment of WIFA loans for infrastructure improvements

Upgrades to the Downtown and Hilltop Wastewater Treatment Plants were completed in 2011 and 2012. The primary funding source for each of these projects was through loans obtained from the Water Infrastructure Finance Authority (WIFA), \$14,439,487 for the Downtown plant and \$33,783,632 for the Hilltop plant. Both loans are on a 20-year repayment schedule. The combined interest rate and administrative fee for the Downtown plant's loan is 3.185% and Hilltop plant's

loan is 3.60%. The Downtown plant's outstanding loan balance is \$13,125,155 and has 16 years remaining on it. The Hilltop plant's outstanding loan balance is \$27,924,337 and has 14 years remaining on it. There has been some inquiry into the possibility of consolidating and extending these loans if additional funding from WIFA is needed for infrastructure improvements. **Staff is looking for direction on whether or not to research the inquiry of consolidation and extension of repayment of the WIFA loans if additional funding is needed for infrastructure improvements.**

Finance Director Tina Moline stated there was a request to look into consolidating and extending the loan payments in case additional funds were need for future infrastructure costs. Ms. Moline stated she was asking for Council direction because it would involve borrowing funds from WIFA in the future.

Mayor Anderson stated Lake Havasu City was initially told by WIFA they would have to pay a prepayment penalty if they consolidated their loans, but when the matter was brought to the legislature WIFA was told that was incorrect. Mayor Anderson stated the City would need certain infrastructure as it expanded and if it was completed at a steady pace it did not become a burden. Mayor Anderson stated the elimination of impact fees had made steady expansion difficult.

Vice-Mayor Wimpee, Sr. asked if Lake Havasu City had to pay fees for consolidating the loan.

Mayor Anderson stated Lake Havasu City took out a new loan and paid off the old one.

Councilmember Miles stated the City needed to know the debt level across different scenarios including potential penalties and fees. Councilmember Miles stated she would like to know if the Lake Havasu City legislative action was formal.

Mayor Anderson directed Ms. Moline to start researching options.

b. Golf Course Manager Agreement

The term of the current Golf Course Manager Agreement ends December 31, 2015. After lengthy discussion at the May 20th meeting of the Golf Course Advisory Commission, the commission voted 5 in favor of renegotiating the Golf Course Manager Agreement with the current Golf Course Manager Levi Pitts of Cerbat Golf L.L.C. One commissioner cast an opposing vote. The current term of the Golf Course Manager Agreement ends December 31, 2015. **Council discretion.**

Parks & Recreation Director Mike Meersman stated the golf industry struggled in the past years due to the poor economy, but Levi Pitts was able to maintain and expand services at the golf course. Mr. Meersman stated Mr. Pitts improved the restaurant, pro shop and customer service and he worked well with Staff. Mr. Meersman stated Mr. Pitts would like the option to renegotiate his contract.

Bill Shade stated he was a Kingman resident and golfer and fully supported Mr. Pitts' continued management of the golf course and the renegotiation of his contract.

Jim Powell stated he also supported renegotiating the contract. Mr. Powell stated he sent a letter to each councilmember with an attached petition of golfers showing support for Mr. Pitts. Mr. Powell

stated Mr. Pitts met or exceeded all the financial goals set by the City and made many improvements.

Mayor Anderson asked Mr. Meersman if he had statistical data showing the increase in revenue attributed to Mr. Pitts' management.

Mr. Meersman stated he did not have that information with him, but Mr. Pitts had met all goals associated with his bonus.

Mayor Anderson stated he wanted to see numerical evidence. Mayor Anderson stated the City controlled the cost of maintaining the course and Mr. Pitts boosted the revenue, including marketing and advertising. Mayor Anderson stated he realized it was an initial contract and changes were needed.

Mr. Meersman stated he could provide data and any terms the Council wanted could be included in the renegotiated contract. Mr. Meersman stated the current contract with Mr. Pitts provided an 18% savings over the previous manager in addition to the items Mr. Pitts financed that the previous manager did not, such as driving range equipment and a portion of the point of sales system.

Councilmember Miles stated the contract was valid until December 31, 2015 so there was time to make changes.

Councilmember Young stated the City may not have exact numbers until next year due to the repayment of the loan.

Vice-Mayor Wimpee, Sr. asked how Mr. Petit met his bonus.

Mr. Meersman stated there are certain percentage increases in revenue Mr. Pitts had to meet and he successfully met them the last two years and most likely would again this year.

Councilmember Carver made a MOTION to RENEGOTIATE with Levi Pitts and to CREATE A COMMITTEE with Mr. Meersman, Ms. Moline, Mr. Dougherty and Councilmember Carver.

Mayor Anderson stated the committee should have five people, not four.

Councilmember Abram SECONDED and it was APPROVED by a vote of 6-1 with Mayor Anderson voting NAY.

c. Discussion and/or action regarding possibly changing the date of or cancelling the second Regular Council Meeting in August

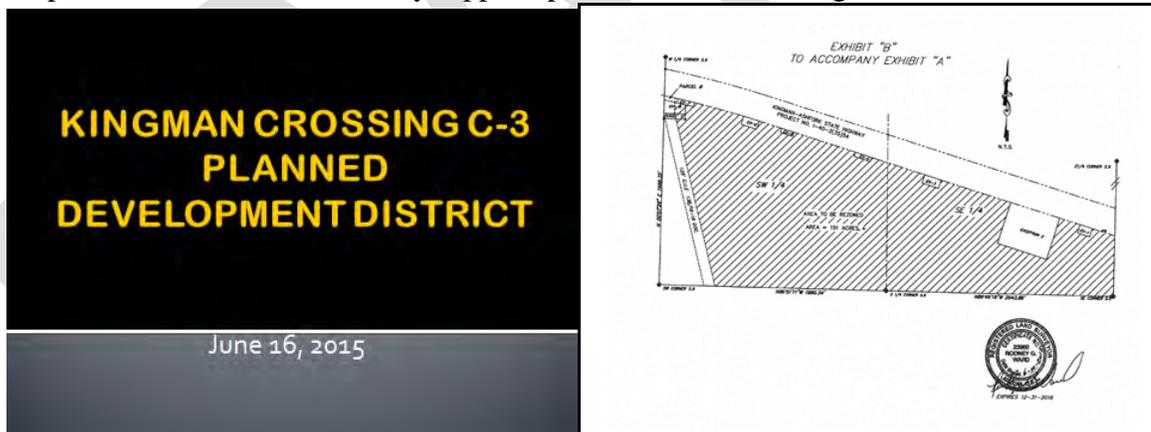
The second Regular Council Meeting for the month of August is currently scheduled to take place August 18th. The League of Cities and Towns Annual Conference is scheduled to take place Tuesday, August 18th through Friday, August 21st in Tucson, Arizona. Given that the majority of the Council is scheduled to attend this conference beginning August 19th, staff has requested an item for the Council to discuss and possibly take action regarding changing the date of or cancelling the second Regular Meeting of August 18, 2015. **Council discretion.**

Vice-Mayor Wimpee, Sr. made a MOTION to CANCEL the Regular Council meeting of August 18th, 2015. Councilmember Carver SECONDED and it was APPROVED by a vote of 7-0.

d. Consideration of the City Council Initiating a C-3 Planned Development District Zoning for the 151-Acres of City Owned Property in the Kingman Crossing Area that is Designated “Regional Commercial”

With the adoption of Resolution 4949 on May 5, 2015, the 151.32-acres of the Kingman Crossing area owned by the City is designated “Regional Commercial” on the Projected Land Use Map of the Kingman General Plan Update 2013. The property can be rezoned to a zoning district that is in conformance with the General Plan. A compatible zoning district for a Regional Commercial Zoning District is Commercial: Service Business (C-3). However, as was discussed in the General Plan Amendment public meetings and other discussions with the land owner on the north side of the future Kingman Crossing Traffic Interchange, some uses permitted in the C-3 Zoning District are not desirable. Therefore, a Planned Development District, which permits a change in the permitted, conditionally permitted uses, and minimum development standards, can be adopted to establish a desirable zoning district. Staff and Council will discuss stipulations for the development of the property. If the City Council desires to initiate rezoning of its Kingman Crossing property, direction on what zoning district and/or planned development district is desired needs to be made. If initiated at this meeting, the Planning and Zoning Commission can hold its public hearing on July 14, 2015, and the City Council can hold its public hearing on August 4, 2015. **Staff recommends initiation of the C-3 PDD zoning district and rezoning of the Kingman Crossing property.**

Development Services Director Gary Jeppson presented the following slides:



Slide one was an introductory slide. Slide two depicted the property.

Consideration of Council Initiating Planned Development District	Kingman Crossing Characteristics
<ul style="list-style-type: none"> ■ A Planned Development District is designed to provide various types of land uses and development standards to ensure compliance with the General Plan and good zoning practices while allowing certain desirable departures from the strict provisions of specific zone classifications. 	<ul style="list-style-type: none"> ■ Land Use Designation of "Regional Commercial". ■ A future interchange is planned. ■ The area to the north has a "C-3 PDD" Zoning Classification.

Mr. Jeppson read slide three. Mr. Jeppson reviewed the information on slide four and stated the goal was to have the zoning match the existing Planned Development District for property to the north.

Consideration of Differences from the C-3 Zoning District.	Consideration of Differences of C-3 Conditional Permitted Uses:
<p>The following uses permitted in the C-3 Zoning District not be permitted in the PDD:</p> <ol style="list-style-type: none"> 1. Storage and equipment yards associated with contractors offices, 2. Truck sales and service, new and used, 3. Truck and trailer rental and service, and 4. Vehicle towing and storage. 	<p>The following uses shall not be permitted by Conditional Use Permit within the area zoned Kingman Crossing C-3-PDD:</p> <ul style="list-style-type: none"> ■ 1. BMX racetrack, ■ 2. Mini-storages, ■ 3. Motocross racetrack, ■ 4. Off premises signs (billboards), ■ 5. Recreational vehicle parks, ■ 6. Swap meets (indoor and outdoor), ■ 7. Tire retreading and recapping, ■ 8. Travel trailer park, and ■ 9. Truck stops for truck stop facilities.

Mr. Jeppson read slides five and reviewed the information on slide six.

Enhanced Development Standards	Architectural Controls
<ul style="list-style-type: none"> ■ When a development directly abuts any residential zoning district, all buildings are to be setback at least 25 feet from the abutting property line. ■ Parking areas may be allowed within the setback areas, but those areas cannot be used for commercial truck deliveries or outdoor storage purposes, including the placement of shipping containers. 	<ul style="list-style-type: none"> ■ Building designs and colors shall be appropriate to the southwestern United States. ■ Colors should include warm earth tones and highly reflective materials such as all metal or all glass buildings shall be avoided. ■ Building designs shall include the use of varied parapets, columns, popouts and pilasters to avoid the appearance of long blank walls.

On slide seven Mr. Jeppson stated increasing the setback would help buffer the residential areas from the retail areas. Mr. Jeppson read slide eight.

Walkability	Signage
<ul style="list-style-type: none">At least ten (10) feet of walkway shall be required between the front entrance of any buildings and parking lot traffic aisles to provide adequate walking room and to reduce pedestrian/vehicle conflicts.	<ul style="list-style-type: none">Overall sign plans shall be submitted at the time of development which compliments the architectural theme of the principal buildings in terms of design and color.All free-standing signs shall have skirting around the pole supports at the base. The sign base shall be at least 50-percent of the width of the sign width.

Mr. Jeppson read slides nine and 10.

Parking	Landscape Buffering
<ul style="list-style-type: none">All parking areas shall include landscaped tree islands for every 15-parking spaces.A raised landscaped berm or a continuous wall at least 3 feet in height or some combination of both, shall be used to screen all parking areas from adjacent public streets.Perimeter planting strips at least 10 feet in width along the street frontages shall be required.	<ul style="list-style-type: none">Heavy landscaping and a buffer wall shall be located at the time of development where the Kingman Crossing C-3-PDD district directly abuts any residential zoning district.

Mr. Jeppson read slides 11 and 12.

Driveways	Effective Date of Zoning District
<p>All commercial driveways shall align on both sides of the streets where there are no medians.</p>	<p>The issuance of building permits by the City of Kingman on the subject properties shall not occur until a notice to proceed has been made by ADOT and construction of the Kingman Crossing interchange has begun.</p>

Mr. Jeppson read slides 13 and 14.

Timeframe on Process
<ul style="list-style-type: none">Planning and Zoning Commission public hearing on July 14, 2015.City Council public hearing and consideration of an ordinance on August 4, 2015.

Mr. Jeppson reviewed the timeline on slide 15.

Councilmember Young stated she wanted a workshop on Kingman Crossing in order to see all the factors in one presentation.

Councilmember Miles asked if there was a study being done on the roads.

Mr. Jeppson stated there was a design concept for how the interchange would connect to roads.

Councilmember Abram stated the City could not know exactly how the property would look until a developer purchased it; however, it was important to pass the planned development district in order to ensure that certain businesses were not built.

Councilmember Miles stated the City needed a strategic plan to know how many businesses and what types it could accommodate. Councilmember Miles stated the City did not know the value of the land.

Councilmember Carver stated the value depended on the land's zoning.

Councilmember Miles stated she wanted to see different zoning scenarios before approving conditions.

Mr. Petit stated the public was misled by Mayor Anderson and Mr. Dougherty. Mr. Petit stated the City would be responsible for infrastructure and a portion of the interchange, which would cost a great deal of money. Mr. Petit stated the City should not fund an interchange that would primarily benefit private companies. Mr. Petit stated selling the property before Interstate 11 was built would not be wise since the purchaser would hold on to the land until the interstate was built and then sell it at a higher cost. Mr. Petit stated the people should be able to vote on the issue.

Councilmember Miles stated she wanted to see a comprehensive vision even if it had to include estimations.

Mr. Carter stated the public voted against the issue. Mr. Carter stated the rezoning should be presented in a town hall meeting so people could understand what was happening since people did not attend or watch Council meetings.

Mr. Shade stated he disagreed with Councilmember Miles' and Councilmember Young's hesitancy. Mr. Shade stated the City should move forward so it could continue with the process of developing the property.

Councilmember Abram made a MOTION to TABLE the item until a public workshop could be held in the next 30 days. Councilmember Young SECONDED and it was APPROVED by a vote of 5-2 with Mayor Anderson and Councilmember Carver voting NAY.

Mayor Anderson directed Mr. Dougherty to find adequate meeting space.

e. Adopt Public Notice for Public Hearing on July 21, 2015 to Amend the City of Kingman Tax Code by Removing the Sunset Date on the Increased Taxation Rate of 0.50% on All Categories

On May 7, 2013, Council adopted Ordinance 1751R which increased the taxation rate on all categories by 0.50% effective July 1, 2013 through June 30, 2016. The purpose of the temporary TPT increase was to supplement funding for necessary public safety equipment and fleet replacement, public safety facilities, street improvements and maintaining a general fund balance of 25% of its operating expenditures. Some of these items are ongoing and need funding to complete and other items, such as general fund expenditures, have become a priority. During budget work sessions there was much discussion surrounding the 0.50% TPT tax increase and removing the June 30, 2016 sunset date. Since there was not a consensus during budget work sessions on moving forward with a public hearing process to remove the sunset date, staff is looking for direction from Council on how to proceed. It should be noted that if Council directs staff to move forward with a public hearing process, as other revenue sources are implemented, the 0.50% TPT increase can be revised or removed in its entirety. **Staff is looking for direction from Council on whether to proceed with a public hearing process to amend the City of Kingman tax code or to allow the temporary 0.50% TPT increase to expire on June 30, 2016.**

Ms. Moline presented slides for the Council, which are included at the end of this report. On slide one Ms. Moline read the above summary. On slide two Ms. Moline stated the economy crash in 2007 resulted in large revenue reductions to the general fund, which resulted in serious budget cuts. Ms. Moline reviewed the figures on slide three. On slide four Ms. Moline stated Ordinance 1751R was adopted in 2013 with an expiration date, required projects, and top priorities. On slide five Ms. Moline stated all requirements have been met including restoring the general fund balance. Ms. Moline reviewed slides six and seven. On slide eight Ms. Moline reviewed the figures and stated City expenditures had come in 10% under budget for about the past seven years. Ms. Moline stated the City would have to cut \$2.8 million from the budget and face general fund decreases if the sunset clause was not removed. On slide nine Ms. Moline stated she provided data from the Arizona League of Cities and Towns on types of taxes. Ms. Moline stated 45 out of 90 cities did not have a property tax; however only 18 of those cities provided police and fire services. Ms. Moline stated 16 of the 18 cities had a tax on food.

Ron McJunkin stated he read that \$60,000 to \$70,000 was left over from the \$900,000 budget for improving the 9-1-1 call center. Stated the remaining money was spent on new furniture. Mr. McJunkin stated if the tax was kept in place he wanted to know if the money would be spent responsibly. Mr. McJunkin stated it seemed that reasons were invented in order to spend the remaining money on the call center.

Councilmember Young asked Chief DeVries if the \$900,000 came from impact fees.

Chief DeVries stated a portion came from impact fees.

Councilmember Young stated the money did not come from sales tax and the furniture was purchased in order to expand the center in the future.

Mr. McJunkin stated all money came from some sort of taxation and the citizens worried that temporary taxes would become permanent.

Councilmember Abram stated sales tax did not place the entire burden on the City residents.

Councilmember Abram made a MOTION to ADOPT public notice for a public hearing on July 21, 2015. Vice-Mayor Wimpee, Sr. SECONDED.

Councilmember Carver stated the City relied on visitors too much. Councilmember Carver stated the 0.5% was temporary in order to provide time to find a permanent revenue source, such as a property tax.

Councilmember Miles stated a permanent revenue source would not be able to be implemented by June, 2016 and if the City did not remove the sunset clause it would have to make drastic budget cuts. Councilmember Miles agreed with looking at different revenue sources, but alternatives could not be implemented in time to save the budget.

Ms. Moline stated if a property tax appeared on the ballot in November, 2016 the resulting revenue would not be received until November, 2018.

Mr. Cooper stated a primary sales tax could only appear on May ballots.

Councilmember Miles requested workshops to find other revenue sources.

Mayor Anderson stated it would be impossible to annex additional land such as the industrial park without a property tax or fire district and the issue needed to be examined if the City planned to annex the airport.

Mayor Anderson called for a VOTE and the MOTION was APPROVED by a vote of 6-1 with Councilmember Carver voting NAY.

7. **REPORTS**

a. Historical Preservation Commission (HPC) report to Council on member's attendance to State Annual Historic Preservation Conference, May 12-16, 2015 in Flagstaff, AZ.

From May 12th through the 16th, 2015, Historical Preservation Commission members D'Arcy Wagner and Angele Florisi attended the State Historic Preservation Office's annual preservation conference in Flagstaff, Arizona. These commissioners attended various workshops which provided a wealth of information about local government preservation and redevelopment methods and strategies. Commissioners wish to report to Council on the education they received during this valuable conference.

Chair of the HPC D'Arcy Wagner stated the notes from the conference were included in the councilmembers' packets. Chair Wagner stated there were many excellent presentations and she was impressed by what some of towns smaller than Kingman had accomplished. Chair Wagner stated the commission would hold a workshop on Monday, June 22, 2015 in order to begin working on goals and objectives and she was excited to apply what she had learned from the conference to Kingman.

Commissioner Angele Florisi stated the community was a vital partner for revitalization and many impressive transformations were taking place in communities with small budgets.

Commissioner Florisi stated a supportive City Council, economic development, and local land and business owners were required for successful revitalization. Commissioner Florisi stated many cities undervalued their local businesses and pursued big box retailers; however, large corporations did not keep as much money in the community because they utilized outside vendors.

b. Board, Commission and Committee Reports by Council Liaisons

There were no reports from the councilmembers.

8. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

If needed.

Mr. Dougherty stated there would be a Fourth of July block party in Downtown with free food, drinks and music. Mr. Dougherty stated glow sticks would be handed out at 8:30 P.M. and a photo would be taken to submit to the ABC Competition. Mr. Dougherty stated the Tri-City Council meeting in Bullhead City was rescheduled for July 29th, 2015.

Councilmember Yocum stated the Metcalfe stage dedication took place on Saturday along with the Sounds of Kingman concert.

Councilmember Young stated the Lee Williams Booster Club would hold a night golf tournament on Friday, June 26, 2015.

Councilmember Miles stated the dig it community garden was coming along.

Mayor Anderson stated on Thursday, June 18, 2015 at 4:30 P.M. the Kingman Airport Authority (KAA) would have an executive board meeting and an orientation for the new board. Mayor Anderson stated councilmembers were invited to attend the orientation.

9. EXECUTIVE SESSION

THE COUNCIL MAY GO INTO EXECUTIVE SESSION IN ACCORDANCE WITH A.R.S.38-431.03(A)(4) TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

Discussion and guidance provided to staff for contract negotiations with Kingman Visitor Center Inc.

Councilmember Abram made a MOTION to ENTER Executive Session. Vice-Mayor Wimpee, Sr. SECONDED and it was APPROVED by a vote of 7-0.

The Council entered Executive Session at 7:45 P.M. The Council returned from Executive Session at 7:59 P.M.

Mayor Anderson directed Mr. Dougherty to set up a public workshop.

Councilmember Carver made a MOTION to ADJOURN. Councilmember Young SECONDED and it was

APPROVED by a vote of 7-0.

ADJOURNMENT 8:01 P.M.

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

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

CERTIFICATE OF COUNCIL MINUTES

I, Erin Roper, Deputy City Clerk and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Regular Meeting of the Common Council of the City of Kingman held on June 16, 2015.

Dated this 7th day of July, 2015.

Erin Roper, Deputy City Clerk and Recording Secretary

CITY OF KINGMAN
SPECIAL MEETING OF THE SUBCOMMITTEE OF THE COMMON COUNCIL
Council Complex
310 N. 4th Street

3:00 PM

MINUTES

Tuesday, June 9, 2015

SPECIAL SUBCOMMITTEE MEETING

Members	Officers
R. Anderson, Mayor	K. Toschlog, HR Administrator
M. Wimpee Sr., Vice Mayor	S. Muhle, City Clerk and Recording Secretary
C. Young	

CALL TO ORDER & ROLL CALL – 3:08 PM

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:

Vice Mayor Wimpee Sr. called the meeting to order at 3:08 PM and took note of who was present. Mayor Anderson arrived at 3:09 PM.

1. EXECUTIVE SESSION

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

The subcommittee went into Executive Session at 3:09 PM.

Contract Negotiations for City Magistrate employment.

Council Subcommittee returned from Executive Session at 4:12 PM.

Vice Mayor Wimpee Sr. made a MOTION to ADJOURN. Councilmember Young SECONDED and it was APPROVED by a vote of 3-0.

2. ADJOURNMENT – 4:12 PM

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

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

CERTIFICATE OF COUNCIL MINUTES

I, Sydney Muhle, City Clerk and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Special Meeting of the Common Council of the City of Kingman held on June 9, 2015.

Dated this 7th day of July, 2015.

Sydney Muhle, City Clerk and Recording Secretary

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

10:30 A.M.

MINUTES

Wednesday, June 24, 2015

SPECIAL MEETING

Members	Officers	Visitors Signing in
Richard Anderson – Mayor	John A. Dougherty, City Manager	None
Mark Wimpee, Sr. – Vice-Mayor	Carl Cooper, City Attorney	
Mark Abram	Sydney Muhle, City Clerk and Recording Secretary	
Larry Carver - EXCUSED		
Jen Miles		
Stuart Yocum		
Carole Young		

CALL TO ORDER & ROLL CALL

Mayor Anderson called the meeting to order at 10:30 A.M. and roll call was taken. All councilmembers were present except Councilmember Carver who was excused. Councilmember Yocum attended the meeting via telephone. The Pledge of Allegiance was not said.

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. EXECUTIVE SESSION

THE COUNCIL MAY GO INTO EXECUTIVE SESSION IN ACCORDANCE WITH A.R.S.38-431.03(A)(4) TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

Council went into Executive Session at 10:30 A.M.

Discussion and/or action concerning the Kingman Airport Dross Site.

Council returned from Executive Session at 10:53 P.M.

Councilmember Miles made a MOTION to APPROVE the settlement agreement in form and directed the attorneys working on the case to move forward with negotiating and completing the settlement. Councilmember Yocum SECONDED and it was APPROVED by a vote 6-0.

2. ADJOURNMENT

Councilmember Young made a MOTION to ADJOURN. Councilmember Abram

SECONDED and it was approved by a vote of 6-0.

ADJOURNMENT --- 10:54 A.M.

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

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

CERTIFICATE OF COUNCIL MINUTES

I, Sydney Muhle, City Clerk and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Special Meeting of the Common Council of the City of Kingman held on June 24, 2015.

Dated this 7th day of July, 2015.

Sydney Muhle, City Clerk and Recording Secretary

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members
FROM: Development Services Department
MEETING DATE: July 7, 2015
AGENDA SUBJECT: Appointments to Clean City Commission

SUMMARY: The following table shows the current membership of the Clean City Commission:

Term Expires	Member	Term Status
12-31-2015	Vacant	
12-31-2015	Margie Hicks	Serving 1 st Term
12-31-2016	Ralph Bowman	Serving 1 st Term
12-31-2016	Clarence Russell	Serving 1 st Term
12-31-2016	Marianne Van Hasselt	Serving 2 nd Term
12-31-2017	John Carpenter	Serving 1 st Term
12-31-2017	Vacant	

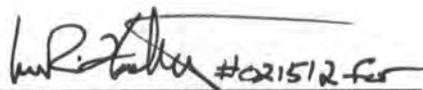
Currently there are two vacancies on the Clean City Commission that were created by the recent resignations of Ron Giesbrecht and David Wolf. At their regular meeting on June 18, 2015 the Clean City Commission reviewed the current Boards and Commissions applications for applicants interested in serving.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

The commission members voted unanimously, 6-0, to recommend that the City Council appoint William Ressegue and Joseph Longoria to serve on the Clean City Commission.

ATTACHMENT: Copy of Boards and Commissions applications from Mr. Ressegue and Mr. Longoria.

RECOMMENDATION: Appoint William Ressegue to serve on the Clean City Commission for a term ending December 31, 2015. Appoint Joseph Longoria to serve on the Clean City Commission for a term ending on December 31, 2017.


Signature of Dept. Head

 #021512 for
City Attorney's Review


City Manager's Review

AGENDA ITEM: 2a



CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

FOR MEMBERSHIP ON THE CLEAN CITY COMMISSION

Estimated hours per month you can devote to this group: 30

Name JOSEPH "JOE" LONGORIA

Home Phone # [REDACTED]

Address [REDACTED]

Alternative Phone # _____

Zip Code 86401

Email [REDACTED]@hotmail.com

Resident Located in -

Kingman City Limits

Mohave County

Length of Residency 4 YEARS

Are you a registered voter? Yes No _____

If asked, I would be willing to serve on another board or Commission.

Yes No _____

List other boards or commissions interested in:

Tourism Development

PARKS AND RECREATION

1. List your educational background. KINGMAN HIGH SCHOOL

YAVAPAI COMMUNITY COLLEGE

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

3. Describe your involvement in the Kingman community. ADOPT A BLOCK CLEAN UP (MCDCC)

LETTER CARRIERS FOOD BANK DRIVE, ANDY DEVINE DAYS PARADE, KABAM,

DOWNTOWN 'FIRST FRIDAY', ATTEND CITY COUNCIL MEETINGS, VOTER REGISTRATION DRIVES.

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

CURRENT CHAIRMAN OF MOHAVE COUNTY DEMOCRATIC CENTRAL COMMITTEE (MCDCC)

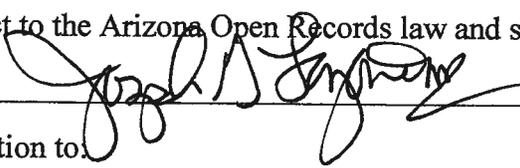
5. Describe why you are interested in serving in this position. CONCERNED ABOUT KINGMAN'S Beauty, Increase recycle program efforts

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

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

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

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

Signature of Applicant  Date June 16, 2015

Please return this application to:

City of Kingman
 City Clerk's Office
 310 North Fourth Street
 Kingman, AZ 86401

Fax (928) 753-6867

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

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



CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

15 MAR 11 10:21 42s

FOR MEMBERSHIP ON THE Parks & Recreation Commission

Estimated hours per month you can devote to this group: 20+

Name William (Bill) N Ressegue

Home Phone # [REDACTED]

Address [REDACTED]

Alternative Phone # _____

Zip Code 86409

Email [REDACTED]@gmail.com

Resident Located in -

Kingman City Limits

Mohave County

Length of Residency 2 Months

Are you a registered voter? Yes No _____

If asked, I would be willing to serve on another board or Commission.

Yes No _____

List other boards or commissions interested in:

Historical Preservation Commission

Clean City Commission

1. List your educational background. I have an Associates Degree in Business from Mount San Antonio Community College and a Bachelors Degree from California State Polytechnic University Pomona also in Business.

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

In the early 90's I served a 3 year term as San Bernardino Parks Commissioner for the community of El Mirage Ca. In addition I was elected to the local Agriculture Stabilization and Conservation Committee, part of the USDA, for the county of San Bernardino. I served 3 years.

3. Describe your involvement in the Kingman community.

I am a brand new resident and I am ready, willing and able to help where I can.

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

Getting the Park District Established and funded by a Special District that was voted on by the residence of the community. Worked at initial organization, formation and park plan for upgrades and improvements.

5. Describe why you are interested in serving in this position. I love parks and the positive effect they have on any community. They bring people together for their community, for family events and civic organizations. Public Parks can be so much more than a play ground or picnic bench.
6. If you are appointed to any of the boards or commissions you have listed interest in, please list potential conflicts of interest. Explain: I am a home owner with no ties as of yet to the community. I do not have interest in any business or commercial enterprise here in Kingman or the State of Arizona.

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

Board of Adjustment	As Needed
Building Board of Appeals	As Needed
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Municipal Utilities Commission	4th Thursday/Monthly @ 5:30 PM
Parks & Recreation Commission	3rd Wednesday/odd months @ 6:00PM
Personnel Board	As Needed
Planning & Zoning Commission	2nd Tuesday/Monthly @ 6:00PM
Tourism Development Commission	1st Thursday/Monthly @ 7:30AM
Transit Advisory Commission	2 nd Tuesday/1 st month of Quarter @10:00

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

Signature of Applicant William Ringer Date 03/06/2015

Please return this application to:

City of Kingman
 City Clerk's Office
 310 North Fourth Street
 Kingman, AZ 86401

Fax (928) 753-6867

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

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

William N. Ressegue

[REDACTED], Kingman, AZ. [REDACTED]
Phone: [REDACTED] - Email: [REDACTED]@Gmail.com

Attributes

I work well under pressure, can multi task, involving others in decision making but not afraid to make the final call. Steady, dependable and reliable can be counted on to finish the job while over coming obstacle's and wall's. At the same time can be sensitive to others and their needs.

EDUCATION

[REDACTED] BS Business Management, California State Polytechnic Uni. of Pomona
[REDACTED] California State University Fresno
[REDACTED] AA Business, Mount San Antonio College

EMPLOYMENT

- 2014-2014 **AV Shuttles and Tours.**
Transported clients for to and from medical appoints and procedures
- 2004-2014 **Limo/ Driver and Courier for High Desert Medical Group, Lancaster, Ca.**
Transported Corporate Officers, Administrators, and Doctors to and from meetings, industry events, home and office, and delivered confidential corporate correspondence, Office supplies and computer equipment as needed and on an on call basis. Maintained a 100% on time and safety record for the past 9 years and 600,000 miles.
- 2003-2004 **Self Employed as a Stock and Bond Trader**
Traded Stocks and Bonds which resulted in a positive cash flow and a generous return on my invested dollars in excess of 20%.
- 1996-2003 **Supervisor, Roadway Express, Pacolma Calif.**
City pick up and delivery operation. Supervised inbound dock operations with a Teamster crew of 10. Office manager supervising 6 clerks and 25 drivers performing customer service and freight delivery and pick up. Facility and equipment maintenance. AP, HR, customer service, purchasing of supplies and equipment, safety awareness and Injury management.
Supervisor, Roadway Express Adelanto Calif.
Administration and Special project Supervisor. Also developed and improved upon internal customer service. Created, Implemented and tracked new equipment inspection program that reduced dispatch delay time by 30%.
Property Manager, Roadway Express Los Angeles Calif.
All aspects of facility management and internal customer service. Environmental reporting, safety awareness, hazardous material incident cleanup, maintenance vendor contracting and performance, Vehicle and equipment maintenance. 166 door dock, 18000 square feet office facility on 12 acres that employed 350 union and non-union employees. Organized staff functions and company picnic for 400 employees and their families.
Garage Supervisor, Roadway Express, Adelanto Calif.
Supervised 50 Teamster mechanics in the repair and maintenance of over the road equipment, DOT standards, that included sleeper tractors, short line tractors, trailers, forklifts, and dollies in a 24/7 on site facility. Achieved 100% of all maintenance goals with 0 accident/injuries for the year 1997.
- 1996-1998 **Owner/Manager LBJ Dairy, El Mirage Calif.**
Managed million dollar grade "A" raw milk production dairy farm. Managed and trained staff of 8, tracked production records and financial books and reports, all state and county environmental reports. Produced an award winning quality product. Computerized accounting system with Quickbooks, Quicken and herd management system. Involved with the transportation and delivery of raw product to processing plant, Class CDL.

Volunteer Work

San Bernardino county Parks Commissioner, El Mirage Cal.
Wounded Warrior Project
Boy Scouts of America Assistant Scout Master
Quartz Hill Youth Softball Team Coach
El Mirage Improvement Asso. Past President

February 10, 2014

To whom it may concern,

It is my privilege to act as a referee for Mr. William Ressegue.

Mr. Ressegue was employed by our organization for over 10 years from 12/13/2004 through 1/10/2014. His prime responsibility was to provide transport to physicians and other professionals traveling from far distances to our medical campus located in Lancaster, High Desert Medical Group.

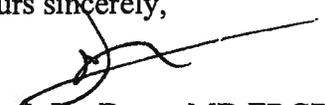
Without fault, Mr. Ressegue performed his services at an exceptionally high degree of professionalism. The talents that he exhibited would be a key asset to any workplace position, namely punctuality, high level of customer satisfaction, timeliness, professionalism and overriding concern for safety of his passengers.

The demeanor, attitude and presentation that he brought to his duties exemplified the high standards and quality of our company. As such, he was considered an asset to our company's image in the community. His superior work ethic was an important contributor to the front lines of our customer engagement strategy.

Mr. Ressegue's separation from HDMG is 100% attributable to the fact that the physicians he was transporting have in recent months elected to retire or seek other opportunities closer to their geographic location. Should the need arise for his services in the future, and pending his availability, HDMG would reach out to him again.

I highly recommend Mr. Ressegue for the position he is seeking, and will make myself available to speak directly with any potential employers upon request.

Yours sincerely,


DR. S. Ian Drew, MD FRCP FACP
Chief Medical Officer
Heritage Provider Network

February 10th, 2014

To whom it may concern,

I have known Mr. William Ressegue for over 7 years. He has worked as a driver for our organization, and has driven me multiple times.

I have found William to be a hard worker, honest and reliable. He has always been a safe driver, and has always been punctual and on time with pick ups and drop offs.

I would not hesitate to recommend William for a suitable job in any other organization.

Please feel free to contact me for any further questions.

Sincerely,

A handwritten signature in black ink that reads "Mihir Patel". The signature is written in a cursive style with a large initial "M".

Mihir Patel, MD

High Desert Medical Group
43839 15th Street West,
Lancaster, CA 93534
Tel office (661) 951-3335

HIGH DESERT MEDICAL GROUP

Life...

February 4, 2014

Re: Reference Letter for William Ressegue

To whom it may concern:

It is my pleasure to recommend William Ressegue, his performance working in the Transportation Department at High Desert Medical Group proved that he will be a valuable addition to any company.

William Ressegue was employed by High Desert Medical Group in our Transportation Department from December 2004 to January 2014.

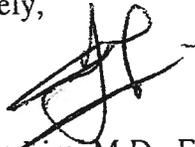
I have known Bill for the past ten years in my capacity as Medical Director of High Desert Medical Group. Bill provided transportation for me during that time and was consistently on time and efficient. Bill is hard working, dependable and has a strong work ethic. He goes above and beyond in everything and always strives to improve his performance.

Regrettably the dissolution of some key departments within our group caused the downsizing of our Transportation Department and Bill unfortunately was laid off.

If his performance in our company is a good indication of how he would perform in yours, he would be an extremely positive asset to your team.

If I can be of any further assistance, or provide you with any further information, please do not hesitate to contact me.

Sincerely,



Charles Lim, M.D., F.A.C.P.
Medical Director
High Desert Medical Group

Locations

High Desert Medical Group
43839 N. 15th Street West
Lancaster, CA 93534
(661) 945-5984

HDMG Senior Wellness Center
43779 N. 15th Street West
Lancaster, CA 93534
(661) 951-3050

HDMG—Acton
3720 W. Sierra Hwy., Ste. F
Acton, CA 93510
(661) 723-8700

HDMG—Heritage
38209 47th Street East, Ste. C
Palmdale, CA 93552
(661) 272-3777

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members
FROM: Sheri Furr, Public Transit Superintendent
MEETING DATE: July 7, 2015
AGENDA SUBJECT: Transit Advisory Commission (TAC) Recommendations for Commission Appointments

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

ATTACHMENT: Board and Commission applications from Fred D. Gilbert, Jr. and Gary Seieroe

FISCAL IMPACT: None

STAFF RECOMMENDATION: Staff agrees with the Transit Advisory Commission's recommendation to appoint Mr. Gilbert to his first term which will expire in October 2016.

Handwritten signature of the Department Head, appearing to be "Pat Owen".

Signature of Dept. Head

Handwritten signature for the City Attorney's Review, including the text "#621512 For".

City Attorney's Review

Handwritten signature for the City Manager's Review.

City Manager's Review

26



**CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION**

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

Name Fred D. Gilbert, Jr. Home Phone # [REDACTED]

Address [REDACTED] Alternative Phone # [REDACTED]

Zip Code 86401

Email [REDACTED] Resident Located in -

Kingman City Limits

Mohave County

Length of Residency 5 years Are you a registered voter? Yes No

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

List other boards or commissions interested in:
Whichever one my backgrounds fits best.

1. List your educational background. Ph.D. in Public Administration and Higher Education Administration.

2. Please state your occupational background as it relates to the board or commission you are applying for beginning with your current occupation and employer.
Mohave Community College Neal Kingman Campus Dean I have served on numerous local, Regional and National Board and I was Chairing of some.

3. Describe your involvement in the Kingman community. Served on Rotary Board, Rotarian of the Year, Served on Higher Education Regional and National Committees. Testified for U.S. Congress for Reauthorization of the Higher Education Act served on numerous boards and committees I was chair of some of them.

4. Describe your leadership roles and/or any special expertise you have which would be applicable to the position for which you are applying.
I am club administrator of Rotary, Rotarian of the Year, Mohave Community College Foundation, MCC's Wine Festival. Neal Kingman Campus and served on several boards as well.

5. Describe why you are interested in serving in this position. Serving in this position would be important because of community needs that would also include the students from Mohave Community College in Kingman.

6. If you are appointed to any of the boards or commissions you have listed interest in, please list potential conflicts of interest. Explain: Anything that would have to do with Mohave Community College any other boards that I may serve on simultaneously i.e. Rotary.

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

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

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

Signature of Applicant  Date March 11, 2015

Please return this application to:
 City of Kingman
 City Clerk's Office
 310 North Fourth Street
 Kingman, AZ 86401

Fax (928) 753-6867

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

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



COPY

dw

CITY OF KINGMAN
BOARDS AND COMMISSIONS APPLICATION

15 MAY 28 12:47 04

FOR MEMBERSHIP ON THE TRANSIT ADVISORY COMMISSION

Estimated hours per month you can devote to this group: 12

Name GARY SCIEROE Home Phone # [REDACTED]

Address [REDACTED] Alternative Phone [REDACTED]

Zip Code 86409

Email [REDACTED] Resident Yes No

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

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

List other boards or commissions interested in:

CLEAN CITY

PARKS + RECREATION

1. List your educational background. GED HIGH SCHOOL

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

4 years NAVY 1959-1963 PLUMBING APPRENTICE, JOURNEYMAN
FREEMAN SUPERINTENDENT MANAGER 1963-1995 PARTNERSHIP IN
PLUMBING COMPANY 1995-2005 2005-2014 RETIRED

3. Describe your involvement in the Kingman community. BOARD OF DIRECTORS OF
NORTHERN ARIZONA CONSOLIDATED LINE DIST. MEMBER REPUBLICAN
FORUM, INVOLVMENT IN HELPING THE D.A.R. OF KINGMAN

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

WORK WELL WITH OTHERS + HAVE GOOD LEADERSHIP ABILITIES

5. Describe why you are interested in serving in this position. TO GIVE BACK TO THE
AREA ANY EXPERIENCE I MAY HAVE TO MAKE IT A BETTER
PLACE TO LIVE.

Y903
COPY

6. If you are appointed to any of the boards or commissions you have listed interest in, please list potential conflicts of interest. Explain: None known

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

Board of Adjustment	As Needed
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Planning & Zoning Commission	2nd Tuesday/Monthly @ 6:00PM
Tourism Development Commission	1st Thursday/Monthly @ 7:30AM
Transit Advisory Commission	2nd Tuesday/1st month of Quarter @10:00

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

Signature of Applicant [Signature]

Date 5/22/15

Please return this application to:

City of Kingman
City Clerk's Office
310 North Fourth Street
Kingman, AZ 86401

Fax (928) 753-6867

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

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

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Jackie Walker, Human Resources/Risk Mgt Director

MEETING DATE: July 7, 2015

AGENDA SUBJECT: Employee Recognition

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

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

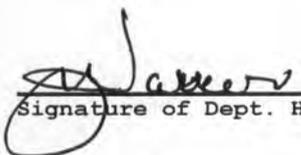
Mayor and Council would like to congratulate the following retirees on their retirement:

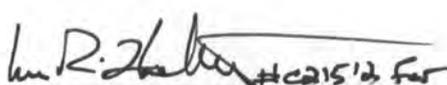
Lyman Watson who retired from the Police Department on June 5, 2015 with 25 years of outstanding service.

Ramona Auld who retired from the Police Department on June 5, 2015 with over 21 years of outstanding service.

Joseph Dorner who retired from the Fire Department on May 22, 2015 with nearly 20 years of outstanding service.

Linda Semm who retired from the Human Resources Department on April 2, 2015 with over 9 years of outstanding service.


Signature of Dept. Head


City Attorney's Review


City Manager's Review

AGENDA ITEM: 3

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members
FROM: Development Services Department
MEETING DATE: July 7, 2015
AGENDA SUBJECT: Consideration of Resolution No. 4959 to approve the vacation (abandonment) of the subdivision plat for Cheyenne Estates, Tract 6013.

SUMMARY: This is a request from Angle Homes, Inc., applicant, and Robert J. & Eleanor Villandre, property owners, for the vacation (abandonment) of the subdivision plat for Cheyenne Estates, Tract 6013. This undeveloped subdivision consists of three lots, and an unimproved public street, Maya Drive, on 4.28 acres located along the south side of Cheyenne Avenue east of Packsaddle Road.

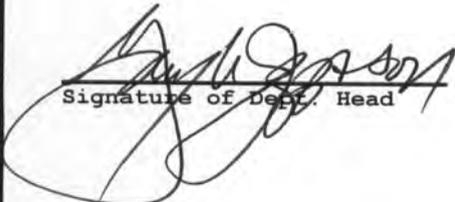
The applicant is requesting the abandonment of the subject subdivision because the required improvements for the subdivision are considered cost prohibitive. Also a significant portion of the property is encumbered by two large utility easements, a 100-foot wide gas pipeline easement and a 125-foot wide power line easement which limit the amount of property that can be developed. If the subdivision is vacated, the property will revert to acreage which would allow one single family home to be constructed on the property. The existing utility easements will remain in place.

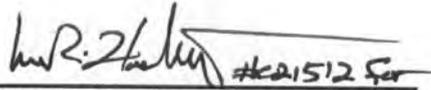
The Planning and Zoning Commission met on June 9, 2015 to consider this request and unanimously recommended the approval of the request to vacate Cheyenne Estates, Tract 6013.

ATTACHMENT: Proposed Resolution No. 4959, Planning and Zoning Commission Report

FISCAL IMPACT: None expected at this time.

RECOMMENDATION: Planning and Zoning Commission recommended approval of the request to vacate Cheyenne Estates, Tract 6013.


Signature of Dept. Head

 #1512 For
City Attorney
Approved as to form


City Manager's Review

AGENDA ITEM: 5a

CITY OF KINGMAN RESOLUTION NO. 4959

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA: APPROVING THE VACATION OF CHEYENNE ESTATES, TRACT 6013.

WHEREAS, Angle Homes, Inc., applicant, and Robert and Eleanor Villandre, property owners, have requested the vacation of the subdivision plat for Cheyenne Estates, Tract 6013, recorded on August 31, 2006, located in a Portion of the Northwest Quarter of Section 28, T.21N., R.16W., of the G&SRM, Mohave County, Arizona, and shown in Exhibit "A" attached, and

WHEREAS, the vacation of Cheyenne Estates, Tract 6013 is requested because the applicant and property owner have determined that development of said subdivision was not economically feasible due to increased construction costs and the presence of several utility easements which encumber large portions of the subject property, and

WHEREAS, the vacation of Cheyenne Estates, Tract 6013 will revert the property back to acreage which will facilitate the development of the property for one single family residence, and

WHEREAS, the requested vacation of Cheyenne Estates, Tract 6013 was referred to the City of Kingman Planning and Zoning Commission for an evaluation as required under Section 1.13(4) of the Subdivision Ordinance of the City of Kingman, and

WHEREAS, the Kingman Common Council has the authority to approve the vacation of Cheyenne Estates, Tract 6013 pursuant to Section 1.13(5) of the Subdivision Ordinance of the City of Kingman.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona: That upon the recordation of this resolution the subdivision plat known as Cheyenne Estates, Tract 6013, shown in Exhibit "A", shall be vacated and this resolution shall operate to destroy the force and effect of the recording of the plat so vacated, and to divest all public rights in the streets, alleys, and public grounds, and all dedications or easements laid out or described in said plat with the following easements excepted: A 60-foot wide public ingress, egress and utility easement granted per Book 220, O.R. Page 995, a 10-foot wide utility easement granted per Book 3538, Page 890, a 100-foot wide Transwestern Pipeline Company Easement per Dockets, Book 29, Page 359, Records of Mohave County, and a 125-foot wide power line easement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 7th day of July, 2015.

ATTEST:

APPROVED:

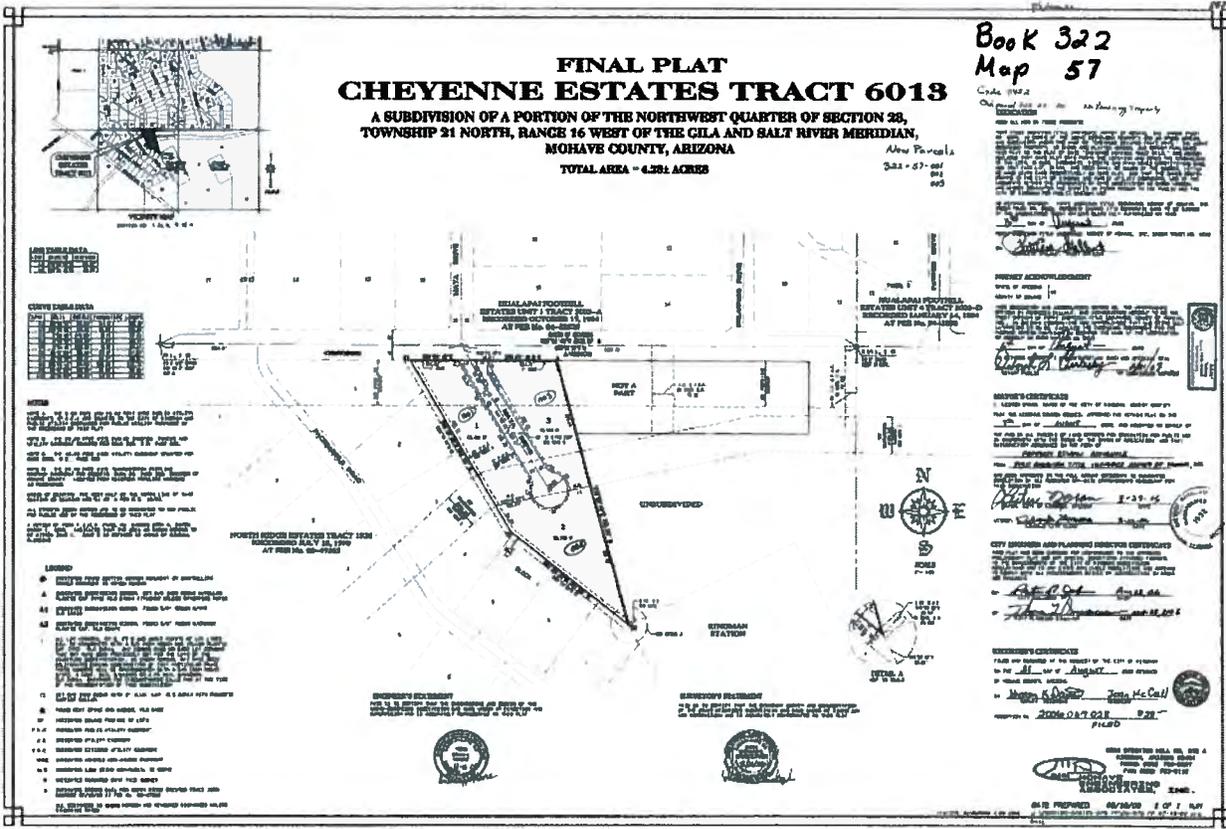
Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

EXHIBIT "A"



8-31 2000 Res # 4959 Bl 6432 Pg 1995



CITY OF KINGMAN
Development Services Department
Subdivision Case: SB15-002
P&Z Commission Report

Summary of Request: A request for approval of the **vacation (abandonment) of the subdivision plat for Cheyenne Estates, Tract 6013**. The proposal would abandon to acreage an undeveloped subdivision consisting of three lots and an unimproved portion of a public street, Maya Drive. The property is located along the south side of Cheyenne Avenue east of Packsaddle Road and is further described as located in a Portion of the NW ¼, of Section 28, T.21N., R.16W., of the G&SRM, Mohave County, Arizona.

Applicant: Angle Homes, Inc.
2331 Hualapai Mountain Road
Kingman, AZ 86401
(928) 718-1550
info@anglehomes.com

Property Owner: Robert J. & Eleanor Villandre
9245 Ronda Avenue
San Diego, CA 92123

RECOMMENDATION

Based on the Standards for Review, Findings of Fact, and Conclusions contained in this report, the Planning and Zoning Commission recommends **Approval** of the vacation (abandonment) of Cheyenne Estates, Tract 6013 as requested.

STANDARDS FOR REVIEW

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

- Chapter 4: Land Use Element, Kingman General Plan 2030 Projected Land Use Map

APPLICABLE SECTIONS OF THE CITY OF KINGMAN ZONING ORDINANCE:

- Section 3.000: Residential, Single Family

**APPLICABLE GOALS, OBJECTIVES AND POLICIES OF THE KINGMAN
SUBDIVISION ORDINANCE:**

1.13 VACATION OF PLATS

- (1) Any plat or any part of any plat may be vacated by the owner of the premises, at any time before the sale of any lot therein, by a Common Council Resolution, to which a copy of such plat shall be attached, declaring the same to be vacated.
- (2) If no lots in a subdivision, for which a final plat has been approved and recorded, have been sold within five (5) years from the date of recordation, or if none of the improvements have been made in accordance with the assurance for completion of improvements, the Common Council may on its own motion hold a public hearing after notice to determine whether the approval of such Final Plat should be revoked. Such revocation shall be effective upon recordation of a certified copy of such resolutions; and thereupon, all streets, rights-of-way and easements dedicated or offer for dedication by such plat shall be of no further force or effect.
- (3) When lots have been sold, the plat may be vacated in the manner herein provided by all the owners of lots in such plat, by petitioning the Common Council for consideration of the revocation of all or portions of the plat.
- (4) Any action considered by the Common Council relating to the revocation of all or part of a subdivision plat, whether lots or lots and rights-of-way, shall be referred to the City Planning and Zoning Commission for evaluation of at least the following:
 - a. Correlation of the City General Plan.
 - b. Correlation with proposed development in adjacent areas.
 - c. Recommendation as to whether or not zoning changes should accompany such action.
 - d. Effect of such action on existing development in areas affected by the proposed reversion or abandonment.
 - e. Effect of such action on existing or proposed public utilities.
- (5) Any action taken by the Common Council on the revocation of a plat or any part thereof shall be documented by Resolution, and said Resolution shall be recorded in the Office of the Mohave County Recorder. The recordation of this Resolution shall operate to destroy the force and effect of the recording of the plat so vacated, and to divest all public rights in the streets, alleys, and public grounds, and all dedications or easements laid out or described in such plat except as specifically identified in the Resolution.

FINDINGS OF FACT

Location and Size: Cheyenne Estates, Tract 6013 is located at along the south side of Cheyenne Avenue east of Packsaddle Road adjacent to the Hualapai Foothill Estates subdivision. This undeveloped subdivision consists of three single family residential lots ranging from 50,543 square feet to 55,939 square feet in size, and an unimproved public street, Maya Drive, located on approximately 4.23 acres.

Legal Description: The subject property is described as Portion of the NW ¼, of Section 28, T.21N., R.16W., of the G&SRM, Mohave County, Arizona.

Existing Zoning and Land Use: The property is currently zoned R-1-40: Residential, Single Family, 40,000 square foot lot minimum and is undeveloped. There are two substantial easements which traverse the property from east to west. The first is a 125-foot wide power line easement along the north sides of Lots 1 and 3 of Cheyenne Estates. The second is a 100-foot wide gas pipeline easement along the south sides of Lots 1 and 3.

General Plan 2030 Land Use Designation: The subject property is designated Rural Density Residential 1 dwelling unit or less per acre.

Surrounding Land Use and Zoning:

- **North:** Across Cheyenne Avenue is Hualapai Foothill Estates, a single family subdivision with residences on one-acre + lots zoned R-1-40.
- **East:** is a mixture of vacant land and single family residences located on unsubdivided one acre + properties zoned R-1-40.
- **South and West:** Is Northridge Estates, a single family area with residences on one-acre lots + zoned R-1-40.

Zoning and Development History:

- Ordinance No. 795 annexed the subject property into the City of Kingman on December 18, 1989. The property was also zoned R-1-40 at that time.
- On February 6, 2006 the preliminary plat for Cheyenne Estates, Tract 6013 was approved by the City Council under Resolution No. 4252.
- On August 7, 2006 the final plat for Cheyenne Estates, Tract 6013 was approved by the City Council under Resolution No.4328.
- The final plat was subsequently recorded on August 31, 2006. A property escrow assurance was recorded with the plat to assure the completion of the required improvements.
- No improvements or grading have been completed for the subdivision.

Physical Characteristics:

- The property lies in an area of rolling hills and small washes. Slopes on site appear to range from between 3% and 12%. Elevations on site range from 3,815 feet along the property boundary at Cheyenne Avenue to 3,855 feet at the southernmost point of the property for a total change of 60 feet. The slopes generally run from the south down toward the north.

- According to FIRM Map Number 04015C4600G dated 11-18-09 the subject property lies within Zone "X." This is an area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
- There is some runoff that approaches the site from the southeast running along the east side of the property and flowing northwest toward the intersection of Cheyenne Avenue and Maya Drive.

Public Utilities:

- There is an existing 8-inch water line in Cheyenne Avenue. There is no sewer in the area. Any future residences will need to be on individual septic systems.

Transportation:

- The site is accessible from Cheyenne Avenue which is a paved two lane road with an 84-foot wide right-of-way. Maya Drive provides the legal access to the three subdivision lots. It has a 50-foot wide right-of-way with a 50-foot radius turnaround at the end. Maya Drive is not improved at this point in time.

Public Notification and Expected Comment:

- The site was posted with a zoning notice on May 22, 2015.
- A public notice ran in the Kingman Daily Miner on May 24, 2015.
- Surrounding property owners within 300 feet were sent a notice of the public hearing via first class mail on May 19, 2015.
- No comments from the public had been received as of when this report was completed on June 2, 2015.

Department and Agency Comments:

- City Building Official: Request is approved.
- City Engineering: No objections to the abandonment of this subdivision to acreage.
- UNS Electric Inc: No objections to the abandonment of this tract. We are aware and agree to the note that our existing easements paralleling the north boundary of this parcel will remain in full effect and are not affected by the plat abandonment.

ANALYSIS

This is a request for approval of the vacation (abandonment) of the subdivision plat for Cheyenne Estates, Tract 6013. The proposal would abandon to acreage an undeveloped subdivision consisting of three lots and an unimproved portion of a public street, Maya Drive, located south of Cheyenne Avenue. If the subdivision is abandoned, only one single family residence could be constructed on the 4.23 acre property. The property is encumbered by two significant utility easements, a 100-foot wide gas pipeline easement and a 125-foot wide power line easement which limits the amount of property that can be developed.

The applicant and property owners have submitted the following written statement, as required, as to why the abandonment of the final plat is being sought:

“The current cost estimate to build the subdivision as designed (is) much higher than the estimates back when the subdivision was approved. It is now cost prohibitive and not economically prudent to put in the improvements. The large easement at the front and middle of the property coupled with the significant elevation change from the west to east sides of the properties have resulted in only small pieces of usable land. We feel the property is better utilized as one larger parcel with just one potential residence, such as all of the adjacent properties to the east. We are aware of the permanent electrical and gas easements at the front and middle of the property that would need to remain.”

REVIEW OF SUBDIVISION ABANDONMENT REQUEST

Section 1.13(4) of the Kingman Subdivision Ordinance states as follows: Any action considered by the Common Council relating to the revocation of all or part of a subdivision plat, whether lots or lots and rights-of-way, shall be referred to the City Planning and Zoning Commission for evaluation of at least the following:

- a. Correlation of the City General Plan.
- b. Correlation with proposed development in adjacent areas.
- c. Recommendation as to whether or not zoning changes should accompany such action.
- d. Effect of such action on existing development in areas affected by the proposed reversion or abandonment.
- e. Effect on such action on existing or proposed public utilities.

Correlation of the City General Plan: The Kingman General Plan 2030 Projected Land Use Map indicates that the subject property is projected for Rural Density Residential with 1 dwelling unit or less per acre. Cheyenne Estates has a density of approximately 0.7 dwelling units per acre. The vacation of this subdivision to acreage would mean just one dwelling could be constructed on the entire 4.28 acre property. This will reduce the density to approximately 0.25 dwellings per acre. The abandonment of Cheyenne Estates will reduce the overall density of the area, although it will remain consistent with the projections of the General Plan.

Correlation with Proposed Development in Adjacent Areas: The abandonment of Cheyenne Estates, Tract 6013 would not appear to have an effect on any adjacent or nearby development proposals as none are dependent on the completion of Maya Drive or any infrastructure within this subdivision.

Recommendation on Possible Zoning Changes: No zoning changes are necessary or anticipated to accompany the abandonment of Cheyenne Estates, Tract 6013.

Effect of Abandonment Action on Existing Development: The abandonment of Cheyenne Estates, Tract 6013 will not have a direct effect on existing development in the area including Hualapai Foothill Estates and Northridge Estates.

Effect of Abandonment on Existing or Proposed Utilities: The abandonment of Cheyenne Estates, Tract 6013 will not have a direct effect on existing development in the area as the streets and utilities serving the surrounding area are not dependent on planned street or utility improvements in Cheyenne Estates. Existing electric and gas easements crossing the subject property predate the subdivision and will not be affected by the plat's abandonment.

RECOMMENDATION

Based on the standards for review and findings of fact contained in this report, the Planning and Zoning Commission recommends **Approval** of the vacation (abandonment) of Cheyenne Estates, Tract 6013 as requested under SB15-002.

ATTACHMENTS

1. Subdivision Abandonment Application
2. Written Request to Abandon Subdivision
3. Subdivision Map
4. Subdivision Map Detail
5. Area Zoning Map
6. Aerial Map
7. Department Comments



CITY OF KINGMAN
PLANNING & ZONING

MAY 11 2015

RCY'D
TIME

S. Jellous
9:02 AM

CITY OF KINGMAN
SUBDIVISION ABANDONMENT APPLICATION FORM
SB- 15 - 002
APPLICATION FEE: \$500.00

Application Date: 5/8/2015

I (we) the undersigned property owner(s) request that the subdivision described below abandoned, in whole or in part.

Robert Villandrea Eleanor J 5/15
Signature of Owner

Attach additional sheets with the above statement if there are more property w

Subdivision Name and Tract Number: CHEYENNE ESTATES, TR. 6013

Attach the following information:

1. Mohave County Tax Parcel Number(s).
2. Title Report showing all property owners, lienholders, easement owners, and rights-of-way owners.
3. A copy of the recorded final plat.
4. An area map showing any property, roadways, utilities, drainage structures, and other improvements depending on the subdivision improvements, easements, and rights-of-way contained in the final plat.
5. A statement why abandonment of the final plat is being sought.
6. A mailing list of owners of property, as shown on the latest Mohave County Assessor rolls, located within 300-feet of the exterior boundaries of the subdivision. The names and addresses shall be placed on mailing labels.

OWNERS' NAME: Robert and Eleanor Villandrea Trs

Mailing Address: 9245 Ronda Ave.

City/State/Zip: San Diego, CA 92123

Phone Number:

Email:

SUBDIVISION NAME & TRACT #:
Cheyenne Estates Tract 6013

Statement why abandonment of the final plat for Cheyenne Estates is being sought:

The current cost estimate to build the subdivision as designed are much higher than the estimates back when the subdivision was approved. It is now cost prohibitive and not economically prudent to put in the improvements. The large easements at the front and the middle of the property coupled with the significant elevation change from the west to east sides of the properties have resulted in only small pieces of usable land. We feel the property is better utilized as one larger parcel with just one potential residence, such as all of the adjacent properties to the East. We are aware of the permanent electrical and gas easements at the front and middle of the property that would need to remain.

7/6/2006

Book 322
Map 57

Code 045.2
Old parcel 322-23-120 No Remaining Property
DESCRIPTION

FINAL PLAT CHEYENNE ESTATES TRACT 6013

A SUBDIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER MERIDIAN,
MOHAVE COUNTY, ARIZONA

TOTAL AREA - 4.28± ACRES

New Parcels
322-57-001
001
003



LINE TABLE DATA

LINE	BEARING	DISTANCE
1	S 89° 51' 00" W	11.87
2	S 89° 51' 00" W	11.87

CURVE TABLE DATA

CURVE	DELTA	CHORD	TANGENT	ARC LENGTH
1	179° 59' 59"	11.87	11.87	11.87
2	179° 59' 59"	11.87	11.87	11.87

NOTES

NOTE A: THE 60.00 FOOT AND 30.00 FOOT WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) ARE GRANTED TO THE CITY OF KINGMAN AND PUBLIC UTILITY COMPANIES FOR PUBLIC UTILITY PURPOSES BY THE PROVISIONS OF THIS PLAT.

NOTE B: THE 60.00 FOOT WIDE PUBLIC UTILITY, EGRESS AND UTILITY EASEMENT SHOWN FOR ROAD 500, D.R. # 800.

NOTE C: THE 60.00 FOOT WIDE UTILITY EASEMENT SHOWN FOR ROAD 500, D.R. # 800.

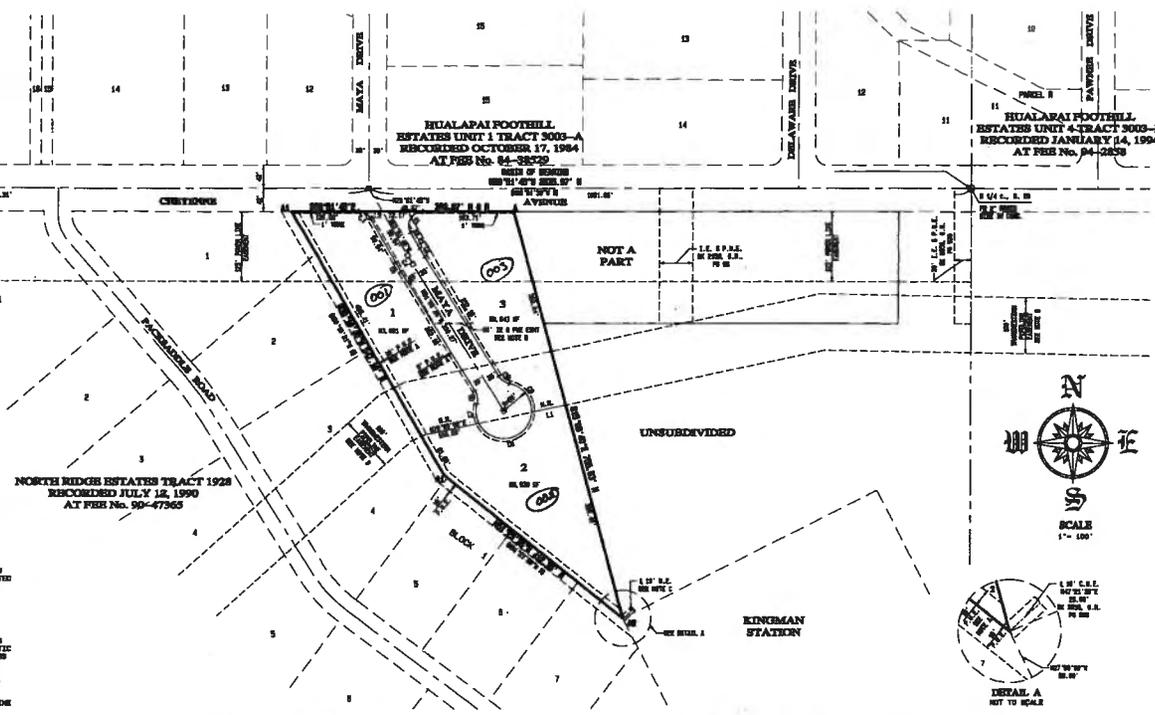
NOTE D: THE 60.00 FOOT WIDE TRANSMISSION PIPELINE EASEMENT SHOWN FOR CONDUIT, ROAD 500, P.U.E. # 800, RECORDS OF MOHAVE COUNTY. LOCATED FROM EXISTING PIPELINE MARKERS AS INDICATED.

DATE OF RECORD: THE WEST HALF OF THE NORTH LINE OF SAID SECTION 28 BEARS N 89° 51' 00" W PER P.M.S. 04/28.

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

A REVIEW OF P.M.S. # 1, P.M.S. # 2, P.M.S. # 3, P.M.S. # 4, DATED MARCH 1, 2006, INDICATES THAT THE AREA AS SHOWN HEREON TO BE SECTION 28 E.C. 2, ZONE C IS DESIGNATED AS URBAN FLOODPLAIN.

- LEGEND**
- ⊙ INDICATES FOUND SECTION CORNER MONUMENT OR CONTROLLER CORNER EMBLEM AS NOTED HEREON.
 - A INDICATES BENCHMARK CORNER, SET 5/15/2004 NEAR 1/4 SECTION PLATED CAP 1000 PLS 5004 ATTACHED VALUED STRENGTH NOTED.
 - A1 INDICATES BENCHMARK CORNER, FOUND 5/15/2004 NEAR 1/4 SECTION PLS 5019.
 - A2 INDICATES BENCHMARK CORNER, FOUND 5/15/2004 NEAR 1/4 SECTION PLATED CAP, PLS 5074.
 - ∟ ALL LET CORNERS, P.O.B., P.T.'S AND ANGLE POINTS OF LOT LINES WILL BE MARKED WITH A 1/2" DIA. NEON AND YELLOW PLASTIC CAP (P.C.), PLS 5004. ANY CORNER OR BEAR LINE CORNER THAT MAY HAVE BEEN PREVIOUSLY SET FOR THE LOTS OF THE ADDITION BENCHMARKS OR AS SHOWN HEREON, HAS BEEN OBLITERATED DURING CONSTRUCTION OF THIS PARTICULAR PHASE. THESE CORNERS WILL BE REESTABLISHED WITH A 1/2" DIA. NEON 5/15/04, A CONC. W/ALUM. 5/15/04 OR A PLS 5004 NEON PLS 5004, WHATEVER THE CIRCUMSTANCES CALL FOR AT THE TIME OF THE REESTABLISHMENT OF THIS SUBDIVISION.
 - SET 5/15/2004 NEAR WITH 6" ALUM. CAP, PLS 5014 WITH CONCRETE BENCHMARK.
 - FOUND BOLT 5/15/04 AND MARKED, PLS 5022.
 - ∩ INDICATES BRIDGE PORTAGE OF LOTS.
 - P.U.E. INDICATES PUBLIC UTILITY EASEMENT.
 - U.E. INDICATES UTILITY EASEMENT.
 - C.U.E. INDICATES CITIZEN UTILITY EASEMENT.
 - VME INDICATES VEHICLE NON-ACCESS EASEMENT.
 - N.N. INDICATES LINE BEING NON-PARALLEL TO CURVE.
 - H INDICATES HEARD DATA THIS SURVEY.
 - H INDICATES HEARD DATA FOR NORTH RIDGE ESTATES TRACT 1928 RECORDED 07/12/99 AT PLS No. 90-47365.
 - All DISTANCES AS SHOWN HEREON ARE HEARD/DISTANCE UNLESS OTHERWISE NOTED.



ENGINEER'S STATEMENT

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

SURVEYOR'S STATEMENT

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



NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MOHAVE

I, Christina Hill, Notary Public, do hereby certify that the foregoing instrument was acknowledged before me by the undersigned parties on this day of August, 2006.

Christina Hill
NOTARY PUBLIC

MAYOR'S CERTIFICATE

I, David D. Dorman, Mayor of the City of Kingman, hereby certify that the Kingman Council approved the within plat on the 17th day of August, 2006, 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 BOND ASSURANCE FROM FIRST AMERICAN TITLE INSURANCE AGENCY OF MOHAVE, INC. HAS BEEN APPROVED IN THE FULL AMOUNT NECESSARY TO GUARANTEE COMPLETION OF ALL REQUIRED OFF-SITE IMPROVEMENTS NECESSARY FOR THIS DEDICATION.

David D. Dorman 8-29-06
MAYOR OF KINGMAN, ARIZONA

ATTEST: David D. Dorman 8-29-06
KINGMAN CITY CLERK

CITY ENGINEER AND PLANNING DIRECTOR CERTIFICATE

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

Patricia R. Dorman 8/28/06
CITY ENGINEER

John D. Dorman 8/25/06
CITY PLANNING DIRECTOR

RECORDING CERTIFICATE

FILED AND RECORDED AT THE REQUEST OF THE CITY OF KINGMAN ON THE 31 DAY OF August, 2006 RECORDS OF MOHAVE COUNTY, ARIZONA

By: Anna K. Davis Joan McCall
RECORDER CLERK

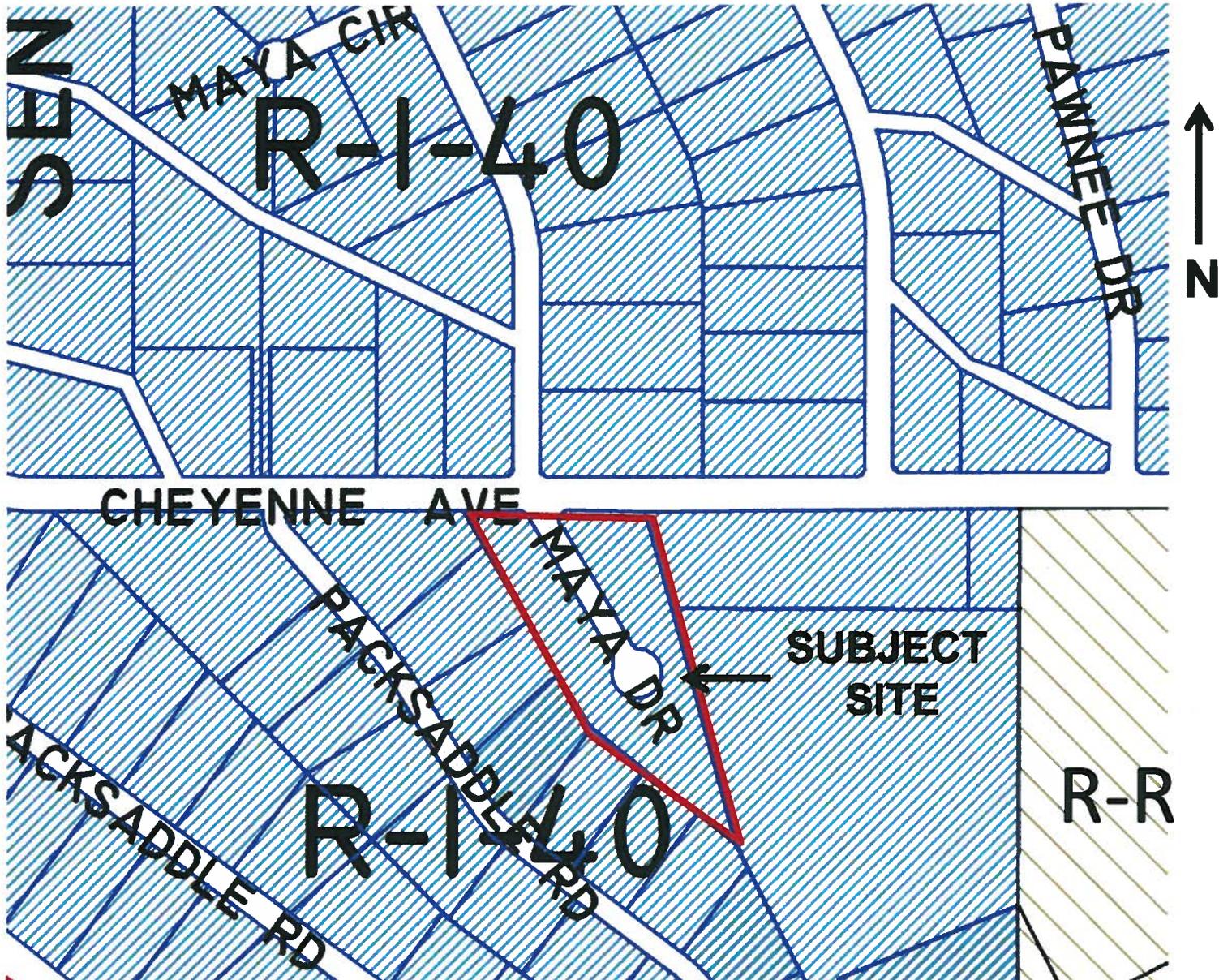
RECEPTION No. 2006087028 828
FILED

828 HITCHCOCK HILL RD, STE A
KINGMAN, ARIZONA 86401
PHONE: 908.703.0057
FAX: 908.703.0118

JTS ENGINEERING ASSOCIATES, INC.

DATE PREPARED: 08/16/06 1 OF 1 K.H.
PLOTTED: 8/16/2006 7:08:31AM
L: 12009105-076105-076 FP105-076 FP 07-13-06.dwg
PRTL

AREA ZONING MAP



AERIAL MAP



Memo

To: Rich Ruggles
From: Mike Prior
CC: File
Date: May 29, 2015
Re: Cheyenne Estates, Tract 6013
File SB15-002, Subdivision Abandonment



Engineering Department

The Engineering Department has reviewed this abandonment request and has no objections to the abandonment of this subdivision to acreage.

Rich Ruggles

From: MGibelyou@uesaz.com
Sent: Friday, May 29, 2015 11:45 AM
To: Rich Ruggles
Subject: Subdivision case SB15-002

Rich, in regards to the abandonment of Cheyenne Estates, Tract 6013, UNS Electric Inc. has no objections to the abandonment of this tract. We are aware of and agree to the note that our existing easements paralleling the north boundary of this parcel will remain in full effect and are not affected by the plat abandonment.

If you have any questions regarding this comment please let me know. Thank you.

Michael L. Gibelyou, SR/WA
Senior Right of Way Agent
UNS Electric, Inc.
PO Box 3099
Kingman AZ 86402-3099
(928) 681-8923 desk
(928) 716-5999 cell
(928) 681-8915 fax

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Public Works

MEETING DATE: July 7, 2015

AGENDA SUBJECT: Authorization for the Mayor to sign an agreement with Southwest Energy Solutions for water meter reading.

SUMMARY: The city first contracted with SES to provide water meter reading services ten years ago. Our current contract expires at the end of July, 2015. The proposed new one-year agreement includes a two cent increase per read.

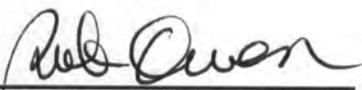
Staff is requesting authorization for the Mayor to sign this agreement with SES for water meter reading services.

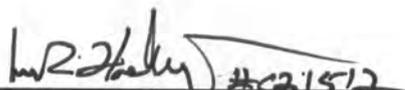
ATTACHMENT: Proposed Agreement

FISCAL IMPACT: \$220,000 estimated, currently budgeted

STAFF

RECOMMENDATION: Staff recommends authorizing the Mayor to sign the agreement.


Signature of Dept. Head


City Attorney
Approved as to form


City Manager's Review

AGENDA ITEM: 3b

AGREEMENT FOR METER READING SERVICES

This Meter Reading Services Agreement ("Agreement") is hereby entered into this 7th day of July, 2015, by and between the City of Kingman, an Arizona municipality ("City") and Southwest Energy Solutions, Inc., an Arizona corporation ("SES"), collectively referred to herein as "the Parties."

WHEREAS, City, through its Public Works Department, is a municipal utility supplying water to the consuming public in Kingman and the surrounding area; and

WHEREAS, SES employs personnel trained to read water meters and will transport its employees to City's water meters in Kingman and the surrounding area.

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

1. City agrees to pay SES for each meter read in accordance with Schedule A attached hereto. SES shall invoice City monthly and the amount due shall be paid within fifteen (15) business days of City's receipt of SES's invoice.
2. The term of this Agreement shall be from August 1, 2015 to July 31, 2016. The City shall have the right to renew this Agreement for two additional one-year periods or portions thereof, with written agreement by the Parties.
3. SES will transport its employees to and from the water meters at its own cost and expense and will provide uniforms, scopes and vehicles to its employees. Vehicles will be well-marked so that the public may reasonably observe that the SES employees are engaged in meter-reading work.
4. City shall provide SES with all information necessary to perform the work hereunder at no cost to SES, including the locations of the water meters and City will ensure SES has access to said meters. City will provide SES with recorders to record the meter reads and the schedule of meter-read dates.
5. SES will ensure that its employees are properly trained to read meters and that the results of all meter readings are supplied to City the same day on which the reading occurs.
6. Performance Standards:
 - a. Timeliness: SES will read meters within one (1) day of the cycle schedule date. Reread orders will be assigned to SES by 10:00 a.m. daily and re-read/investigated within two (2) working days.
 - b. Accuracy: Meter reading errors will be measured per individual reader per month. The allowable error rate per month is 2% of the total number of meter reads for each of City's operating districts. SES's meter readers are expected to report all suspected incidents of water diversion and/or meter tampering. City

will pay an additional \$25.00 to SES for each case reported and verified by City as water diversion or meter tampering.

7. SES meter readers shall, at the time a meter is read:
 - a. check the meter's general condition to establish whether any meter tampering has occurred; and,
 - b. wear appropriate uniforms including shirt, and jacket (if necessary).
8. SES shall be responsible for any damage negligently or willfully caused by its employees to customer or City property.
9. City reserves the right to disapprove the continued use of any of SES employees if it comes to the attention of City that any employees have acted contrary to the best interest of City. SES may hire and train meter readers as SES deems necessary. SES and City are aware that new meter readers often have problems locating and reading meters. SES will continue to train new employees with experienced meter readers, until the new meter readers can locate and read all meters. SES employees are expected to learn their respective routes, however, within ninety (90) days of beginning training. Back-up meter readers shall replace existing meter readers during times of illness, vacation, and for other absences. Training meter readers will not change the rate paid per read. All expenses incurred by SES, including training, are the sole responsibility of SES.
10. SES agrees to maintain a full-time supervisor that will be the direct contact between City and SES. This supervisor will also serve as backup for meter readers who are absent due to vacation or sick leave.
11. At all times during the performance of this Agreement, SES shall, at its expense, maintain insurance of the types described below.
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE** or equivalent form with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement. **BUSINESS AUTOMOBILE LIABILITY INSURANCE** or equivalent form with a limit of not less than \$1,000,000 per accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
Coverages shall be endorsed to:
 - (i) Include City, its directors, officers and employees as insureds with respect to performance of work under this Agreement.
 - (ii) Be primary and non-contributory with respect to any insurance or self-insurance programs covering the City, its directors, officers, or employees.
 - (iii) Provide for a waiver of subrogation rights in favor of City.
 - b. **WORKER'S COMPENSATION** in the applicable states covering all employees engaged in the work under the Agreement, complying with statutory limits.

EMPLOYER'S LIABILITY with limits of at least \$1,000,000 per accident and/or disease per employee, and aggregate. SES will comply with the Worker's Compensation Law of the State of Arizona and, if required under the law, will obtain Worker's Compensation Insurance and provide City proof of coverage.

c. **PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance, in a standard industry form (commonly referred to as Errors and Omissions Coverage), against claims for injury, death, property or other damage arising out of any act, error or omission occurring in the performance of work by SES or its subcontractors in connection with the Agreement, said insurance to afford single limit protection of not less than \$1,000,000.

d. **OTHER INSURANCE REQUIREMENTS**

SES shall:

- (i) Prior to commencement of any work, furnish City with properly executed certificates of insurance and endorsements which shall clearly evidence all insurance required in these provisions that such insurance shall not be cancelled, except on 30 days' prior written notice to City.
- (ii) Provide certificates of insurance evidencing renewal or replacement policies for any policies which expire during the term of the Agreement.

12. SES's employees will be included in a pre-employment and quarterly random compliant drug testing program.

13. City shall provide a parking area for SES's vehicles during off-hours. City shall not be responsible for the condition of or damage to these vehicles while parked in City's parking area lot, unless such damage is caused by City's negligence or willful misconduct.

14. City shall determine the hours which meters can be read, but these hours will generally be during normal business hours or after sunup and before sundown.

15. City and SES shall cooperate to achieve mutually beneficial solutions to meter access problems.

16. Both Parties acknowledge and agree that (i) SES is an independent contractor; (ii) nothing in this Agreement shall be considered to create an employer-employee relationship between City and SES employees; (iii) City will not control the methods or procedures SES utilizes to accomplish the work contracted for; and (iv) SES's employees shall not be deemed to be employees of City for any purpose whatsoever, including, but not limited to, eligibility for (1) inclusion in any retirement benefit or compensation plan for the employees of City, (2) sick pay, (3) paid non-working holidays, (4) paid vacations or leave days, (5) participation in any plan or

program offering life, accident, and/or health insurance for the employees of City, or (6) participation in any medical reimbursement plan or other fringe benefit plan for the employees of City.

17. City and SES agree to indemnify, defend and hold harmless the other, its directors, officers, employees, agents and entities affiliated with or under common control for, from and against any and all claims, suits, damages, costs, losses and expenses in any manner resulting from or in respect to its own acts, or the acts of employees, agents and representatives.

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

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

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

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

19. In the performance of work provided herein, SES agrees that its conduct shall be in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body. SES assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid hereunder.

20. Force Majeure. SES shall not be held responsible for failure to perform any obligation or delay in performance resulting from any event not within its control, including, without limitation, any act of God, act of civil or military authority, act of war whether declared or undeclared, act of any governmental authority, civil disturbance, insurrection or riot, sabotage, fire, inclement weather conditions, unsuitable ground conditions, earthquake, flood, strike, or other natural disaster.

21. In the event either Party institutes suit or action to procure any remedy for any breach thereof, the prevailing Party shall recover from the other such sums for attorney's fees in such suit or action. This Agreement shall be subject to the laws of the State of Arizona.

22. This Agreement is the final integration of the agreement between the Parties with respect to the subject matter covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.

SOUTHWEST ENERGY SOLUTIONS, INC.

CITY OF KINGMAN

Signature

Signature

Name

Name

Title

Title

Approved as to Form:

City Attorney

SCHEDULE A

- AUGUST 1, 2015 – JULY 31, 2016 \$0.87 per read
- AUGUST 1, 2016 – JULY 31, 2017 \$0.89 per read
- AUGUST 1, 2017 – JULY 31, 2018 \$0.91 per read

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Jake Rhoades, Fire Chief

MEETING DATE: 07-07-2015

AGENDA SUBJECT: Authorization for the Purchase of an Opticom Preemption System

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

These devices reduce response times of emergency apparatus and reduce the number of emergency vehicle crashes. This project will ensure that all traffic signals are equipped and up-to-date with the latest GPS technology to enhance response. The replacement of the preemption system was approved in the 2015-2016 Adopted Budget and Capital Improvement Plan.

The City Attorney and Finance Director reviewed this request to purchase traffic signal preemption system for compliance with the city's purchasing policy.

Advanced Safety Products is the sole source provider for the replacement of the preemption system. In accordance with the City's Procurement Code pertaining to sole source providers, staff is requesting authorization for the purchase of the Opticom Preemption System utilizing the bid from Advanced Safety Products in the amount of \$122,328.10.

ATTACHMENT: Bid from Advanced Safety Products.

FISCAL IMPACT: \$122,328.10 from the Capital Projects fund as approved in the 2015-2016 Adopted Budget and Capital Improvement Budget Plan.

STAFF RECOMMENDATION: Staff recommends Council approves acceptance of the bid from Advanced Safety Products in the amount of \$122,328.10

Signature of Dept. Head

City Attorney's Review

City Manager's Review

AGENDA ITEM: 5c



It's About Time

Opticom Preemption System

Agency	City of Kingman Fire Department	Date	6/11/2015	
Contact	Jake Rhoades	Phone No.	(928) 753-2891	
Address	412 E Oak St.	Fax No.	928-753-7595	
City	Kingman	State	AZ	Zip Code 86401
Project	GPS Equipment Update	County	Mohave	
	jrhoades@cityofkingman.gov	ATP Sales Rep	Dan Beck	

Qty	Model No.	Description	Unit Price	Price
26	1012 - Intersection	GPS Radio Unit w/1050 Cabinet mounted Antenna and Cable Priced with 40% Trade in discount (reg. price \$2680 each)	\$1,608.00	\$41,808.00
25	764	Opticom 764, 4 Channel MultiMode Phase Selector Priced with 40% Trade in discount (reg. price \$2751 each)	\$1,650.60	\$41,265.00
26	768	Opticom Interface panel for the 760 series phase selectors Priced with 40% Trade in discount (reg. price \$300 each)	\$180.00	\$4,680.00
14	76-1000-1 155-0	GPS Preemption Vehicle Kit (High Priority) includes: 2100 High Priority GPS Vehicle Control Unit 1050 GPS/Radio Antenna, 2171 GPS Vehicle Interface Cable Vehicle Hardware Installation Kit Priced with 40% Trade in discount (reg. price \$3000 each)	\$1,800.00	\$25,200.00
		There is NO CHARGE for intersection equipment installation and configuration by Advanced Traffic Products.		
		Note: Kingman FD will be responsible for installation of vehicle units.		
		Sales Tax - 8.3%	\$9,375.10	\$9,375.10
		TOTAL		\$122,328.10

This quote will be honored for 90 days.

Advanced Traffic Products does not provide installation service.

For Installation costs you will need to contact a contractor or government agency for a quote

This price does not include taxes.

909 SE Everett Mall Way Suite B280 - Everett, WA 98208 - 800 690 4287

www.advancedtraffic.com

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Jake Rhoades, Fire Chief

MEETING DATE: 07-07-2015

AGENDA SUBJECT: Traffic Light Preemption Intergovernmental Agreement /
Resolution 4958

SUMMARY: The Intergovernmental Agreement between Northern Arizona Consolidated Fire District and Kingman, Arizona, for the Utilization of Traffic Light Preemption Devices has been revised after review and updating the current language to reflect current operational practices. The city of Kingman and The Northern Arizona Consolidated Fire District have a mutual aid and automatic aid agreement currently in force.

The City has installed traffic light preemption devices with in the city limits and the Northern Arizona Consolidated Fire District desires to contract for the use of the installed traffic light preemption devices with in the city limits to enhance response times on both mutual and automatic aid.

The original Intergovernmental Agreement was entered into in November 2009. Resolution 4958 has been completed in order to allow the city to enter into this agreement.

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

ATTACHMENT: Intergovernmental Agreement between the Northern Arizona Consolidated Fire District and Kingman, Arizona, for the Utilization of Traffic Light Preemption Devices

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

STAFF RECOMMENDATION: I move to allow the City of Kingman to enter the Intergovernmental Agreement between the City Of Kingman and Northern Arizona Consolidated Fire District as stated within the city of Kingman Resolution No. 4958.

Signature of Dept. Head

City Attorney's Review

City Manager's Review

AGENDA ITEM: 5d

CITY OF KINGMAN RESOLUTION NO. 4958

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA, APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHERN ARIZONA
CONSOLIDATED FIRE DISTRICT AND KINGMAN, ARIZONA, FOR THE
UTILIZATION OF TRAFFIC LIGHT PREEMPTION DEVICES**

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

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

WHEREAS, the City desires to enter into the attached Intergovernmental Agreement ("the IGA") with which to allow traffic light preemption devices services; and

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

PASSED, AND ADOPTED, by the Mayor and Common Council, of the City of Kingman, Arizona this 07 day of July, 2015.

APPROVED

Richard Anderson, Mayor

ATTEST:

Sydney Muhle, City Clerk

APPROVED AS TO FORM

Carl Cooper, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE NORTHERN ARIZONA CONSOLIDATED FIRE DISTRICT AND
KINGMAN, ARIZONA, FOR THE UTILIZATION OF TRAFFIC LIGHT PREEMPTION DEVICES**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE NORTHERN ARIZONA CONSOLIDATED FIRE DISTRICT AND KINGMAN, ARIZONA, FOR THE UTILIZATION OF TRAFFIC LIGHT PREEMPTION DEVICES (the “**Agreement**”) is entered into, effective this _____ day of _____ 2015, between the Northern Arizona Consolidated Fire District, a political subdivision of the State of Arizona, (the “**District**”) and the City of Kingman, a municipal corporation of the State of Arizona, (the “**City**”). The District and the City are sometimes collectively referred to as the “**Parties**” or individually as the “**Party**”.

RECITALS

WHEREAS:

- A.** The City is authorized under the Constitution of Arizona, Article XIII, Section 1, and other applicable laws including Arizona Revised Statutes, Title 9, Chapter 1.
- B.** The District is authorized under Arizona Revised Statutes, Title 48, Chapter 5.
- C.** The District and City are within the geographical boundaries of Mohave County, a body politic and corporate of the State of Arizona, (“**Mohave County**” or the “**County**”).
- D.** The District and City are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety and welfare, and other public purpose.
- E.** The City and District have a mutual aid and automatic aid agreement currently in force.
- F.** The City has installed traffic light preemption devices with in the city limits.
- G.** The District desires to contract for the use of the installed traffic light preemption devices with in the city limits.
- H.** The City is willing to allow the District to utilize the traffic light preemption devices under the following terms and conditions listed in this Agreement.
- I.** Pursuant to the requirements of and powers granted by Arizona Revised Statutes (“**A.R.S.**”) Title 11, Chapter 7, Article 3, Section 11-952; Title 48, Chapter 5, Article 1, Section 48-805; and, Title 9, Chapter 1, Article 2, Section 9-276, the Parties desire to enter into this Agreement.
- J.** Acting through its duly elected governing body, by Resolution, the District’s Board has approved the District entering into this Agreement, and authorized the Boards’ Chairman as its representative to execute the same on behalf of the District.
- K.** Acting through its duly elected governing body, by Resolution, the City’s Council has approved the City to enter into this Agreement, and authorized the City’s Mayor as its representative to execute the same on behalf of the City.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, the Parties agree as follows:

1. **INCORPORATION BY REFERENCE.** The above Recitals shall be incorporated by reference as part of the Parties’ agreements and/or as the basis of consideration for the Agreement.

2. **COMMENCEMENT, DURATION, AND TERMINATION.** Performance under this Agreement shall commence following the effective date and it shall continue in full force and effect unless earlier terminated as provided hereinafter. This Agreement shall be in effect from July 1, 2015 unless terminated pursuant to the provisions contained herein.

This Agreement may be terminated or canceled by either party for material breach, so long as the aggrieved party gives the offending party five day notice in writing. The Agreement may otherwise be terminated or canceled only upon mutual consent of the Parties.

This Agreement may be canceled in accordance with A.R.S. Title 38, Chapter 3, Article 8, Section 38-511.

3. **PURPOSES.** The basic purpose of the Agreement is to set forth the terms and conditions of this Agreement to allow for the traffic light preemption devices.

4. **RESPONSIBILITIES.** The Parties shall be responsible as follows:

4.1 **District.** The District shall:

- 4.1.1 Agree to develop a traffic light preemption device use policy that mirrors the use policy of the Kingman Fire Department.

- 4.1.2 During the term of this Agreement and without limiting the District’s indemnification of the City, the District shall provide and maintain at its own expense a program of insurance having the coverages and limits that shall conform to the following requirements hereunder:

Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Professional Liability (E&O)	\$1,000,000
Each Occurrence	\$1,000,000
Blanket Contractual Liability	\$1,000,000

The policy shall be endorsed to include the following additional insured language: “The City of Kingman, its departments, **agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of this IGA.**”

All certificates and endorsements are to be received and approved by the City before the IGA commences. Send certificates of insurance to: City of Kingman, Attn Jackie Walker, Risk Manager; 310 North Fourth Street, Kingman, AZ 86401.

Notice of Cancellation: Each insurance policy required by the insurance provisions of the IGA shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to the City. Such notice shall be sent directly to: City of Kingman, Attn Jackie Walker, Risk Manager; 310 North Fourth Street, Kingman, AZ 86401 and shall be sent by certified mail, return receipt requested.

4.1.3 Incur all costs for the District’s use of the traffic light preemption devices.

4.2 City. The City shall:

4.2.1 Allow the District to utilize the traffic light preemption devices.

4.2.2 During the term of this Agreement and without limiting the City’s indemnification of the District, the City shall provide and maintain at its own expense a program of insurance having the coverages and limits that shall conform to the following requirements hereunder:

Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Professional Liability (E&O)	\$1,000,000
Each Occurrence	\$1,000,000
Blanket Contractual Liability	\$1,000,000

The policy shall be endorsed to include the following additional insured language: “Northern Arizona Consolidated Fire District, its departments, **agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of this IGA.**”

All certificates and endorsements are to be received and approved by the District before the IGA commences. Send certificates of insurance to: Northern Arizona Consolidated Fire District, Attn Patrick Moore, Fire Chief; 2470 E. Butler Avenue, Kingman, AZ 86409.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this IGA shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the District. Such notice shall be sent directly to: Northern Arizona Consolidated Fire District, Attn Patrick Moore, Fire Chief; 2470 E. Butler Avenue, Kingman, AZ 86409 and shall be sent by certified mail, return receipt requested.

4.3 Jointly. The District and City mutually agree:

4.3.1 To not incur legal liability for the actions of one another, other than under the terms and conditions of this Agreement. Each Party will be solely and entirely responsible for its own acts and acts of its own Board or Council members, officials, agents, and employees during the performance of this Agreement.

4.3.2 To the fullest extent permitted by law, each Party (as "Indemnitor") shall defend, indemnify and hold harmless each of the other Party (as "Indemnitees") its officers, officials, employees, agents, volunteers, successors, and assigns for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the Indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "Claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the Indemnitor, or any person for whose acts and liabilities are the obligation of the Indemnitor.

Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Agreement, and neither the insurance provisions nor the indemnity provisions shall be construed in any way to limit the scope, magnitude, or enforcement of the other provisions. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

4.3.3 Exhibits “A” and “B” attached hereto are authenticated copies of the Resolutions of the District and City, authorizing said Parties to enter into this Agreement.

4.3.4 It is noted that as a part of this Agreement are the written determinations of the attorneys for the Parties that this Agreement is in proper form and within the powers and authority granted to said Parties under the laws of the State of Arizona.

4.3.5 To act for the good faith implementation of the Agreement and its covenants, including full and complete timely performance.

5. 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 Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

6. NOTICE. Any notice that is necessary shall be in writing and given by telefax, personal delivery, by deposit with an overnight express delivery service such as Federal Express, or by deposit in the United States Mail, certified mail-return receipt requested, postage prepaid, addressed to a Party at the address set forth below, or such other address as a Party may designate in writing by prior notice. The date notice is given shall be the date on which the notice is delivered if notice is given by personal delivery or overnight express delivery service, or three (3) days from the date of deposit in the Mail, if the notice is sent through the United States Mail. Notice shall be deemed to have been received on the date on which the notice is delivered, if notice is given by personal delivery or overnight express delivery service, or three (3) days following the date of deposit in the mail, if notice is sent through the United States Mail.

DISTRICT

Mail or Deliver To:

Chief Moore
Northern Arizona Consolidated Fire District
2470 Butler Avenue
Kingman, AZ 86409

CITY:

Mail or Deliver To:

Chief Rhoades
Kingman Fire Department
310 North Fourth Street
Kingman, AZ 86401

7. OTHER CONDITIONS OR PROVISIONS

7.1.1 Severability. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. In the event that any provision of this Agreement or portion thereof is held invalid, illegal or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

7.2.1 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.

7.2.2 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.

7.2.3 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.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates set forth below.

CITY OF KINGMAN, a municipal corporation of the State of Arizona

_____ By _____
Date Signed Richard Anderson, Mayor

NORTHERN ARIZONA CONSOLIDATED FIRE DISTRICT,
A political subdivision of the State of Arizona

_____ By _____
Date Signed James Bailey, Chairman of the Board

**APPROVED AS TO FORM AND IN COMPLIANCE WITH A.R.S. § 11-952:
KINGMAN CITY ATTORNEY**

_____ By _____
Date Signed Carl W. Cooper, City Attorney

**APPROVED AS TO FORM AND IN COMPLIANCE WITH A.R.S. § 11-952:
ATTORNEY FOR NORTHERN ARIZONA CONSOLIDATED FIRE DISTRICT**

_____ By _____
Date Signed Charlotte Wells, Esq.

ATTESTATION OF CITY APPROVAL

I, Sydney Muhle, Clerk of Kingman, Arizona, hereby certify that the City Council of Kingman, Arizona, on the _____ day of _____ 2015, approved on behalf of City of Kingman, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

Sydney Muhle, City Clerk

(Seal)

ATTESTATION OF DISTRICT APPROVAL

I, Michael Collins, Clerk of the Northern Arizona Consolidated Fire District, a body politic and corporate of the State of Arizona, a political subdivision of the State of Arizona, hereby certify that said District on the _____ day of _____ 2015, approved on for the purposes stated, the foregoing Agreement.

Michael Collins, Board Clerk

(Seal)

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Public Works

MEETING DATE: July 7, 2015

AGENDA SUBJECT: Resolution No. 4961: authorizing the Mayor to sign an extension of the Inmate Work Contract with the Arizona Department of Corrections.

SUMMARY: MTC serves as the administrator of the Arizona State Prison Complex – Kingman, located in Golden Valley. In 2011, Council authorized entering into a contract with them to provide inmate work crews for city projects such as recycling, weed abatement, trash pick up, and landscape and street maintenance.

Staff is proposing proceeding with this contract extension utilizing existing budgeted funds from Parks, Golf Course, Streets, Sanitation, Fleet, and Building Maintenance.

For FY 2015, our fifteen inmates have provided approximately 24,000 hours of work at a cost of \$12,000.00.

Staff is requesting authorization for the Mayor to sign this Amendment to our Inmate Work Contract with the Arizona Department of Corrections, extending the term of the agreement to July 14, 2016.

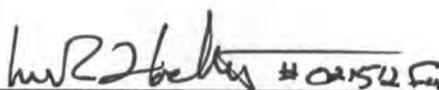
ATTACHMENT: Proposed Resolution No. 4961, Amendment Four, original Contract

FISCAL IMPACT: \$12,000.00 from currently budgeted funds.

STAFF

RECOMMENDATION: Staff recommends adopting Resolution No. 4961, authorizing the Mayor to sign the extension of our contract with the Arizona Department of Corrections for inmate labor.


Signature of Dept. Head


City Attorney
Approved as to form


City Manager's Review

Note: Due to legislative Action increasing inmate
pay the budgeted funds will only purchase
8,000 hours. *JD*

AGENDA ITEM: *5c*

**CITY OF KINGMAN, ARIZONA
RESOLUTION NO. 4961**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA AUTHORIZING THE
MAYOR TO SIGN AMENDMENT FOUR TO ADC CONTRACT
NO. 110016DC.**

WHEREAS, the City of Kingman entered into a contract with the Arizona Department of Corrections to utilize inmate labor from Arizona State Prison Complex – Kingman on July 5, 2011; and

WHEREAS, this agreement has been extended three times; and

WHEREAS, the current contract will expire on July 13, 2015; and

WHEREAS, the City of Kingman wishes to continue receiving inmate labor crews from the prison; and

WHEREAS, the Arizona Department of Corrections has prepared an amendment to the contract that would extend the term to July 13, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona, that the Mayor is hereby authorized to sign Amendment Four to Arizona Department of Corrections Contract No. 110016DC.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 7th day of July, 2015.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney



Arizona Department of Corrections

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



DOUGLAS A. DUCEY
GOVERNOR

CHARLES L. RYAN
DIRECTOR

June 26, 2015

City of Kingman
310 North Fourth Street
Kingman, Arizona 86401
Attn: Richard Anderson, Mayor
Via email: rowen@cityofkingman.gov

Re: Contract No. 110016DC – Inmate Labor with ASP-Kingman
City of Kingman / Amendment No. 4

Dear Mr. Anderson:

Enclosed for your review and authorized signature is the above referenced Amendment between the Arizona Department of Corrections and the City of Kingman.

Please sign and return by July 1, 2015 via email to clewis1@azcorrections.gov. Please do not make any changes to the enclosed documents prior to discussing them with Procurement Services. Any unauthorized alteration may delay finalization.

A copy of the fully executed Amendment will be sent to you for your records.

If you have any questions, please contact Colette Lewis, Senior Procurement Specialist at (602) 364-3793 or me at (602) 542-1172.

Sincerely,

Elizabeth G. Csaki, CPPB
Chief Procurement Officer

EC/cl

Enclosure

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT FOUR

The **Contract** entered into between the **City of Kingman**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, hereinafter known as the **Department and Management and Training Corporation (MTC)**, for and on behalf of its **Arizona State Prison – Kingman** herein after referred to as **ASP-Kingman** as applicable, is hereby amended as follows:

Purpose of Amendment:

In accordance with Section 5.2, Contract Extension, this Contract is being renewed for twelve (12) months, effective July 14, 2015 through July 13, 2016.

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

CITY OF KINGMAN
FEDERAL ID # 86-60000769

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual Date
Richard Anderson
Typed Name
Mayor
Typed Title
310 North Fourth Street
Kingman, Arizona 86401
Typed Address

Signature of Authorized Individual Date
Michael P. Kearns
Typed Name
Division Director, Administrative Services
Typed Title
1601 West Jefferson, MC 328
Phoenix, Arizona 85007-3002
Typed Address

Additional Signatures as Applicable

Signature Date

Typed Name

Typed Title

Signature Date

Typed Name

Typed Title

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This Contract is entered into between the City of Kingman, hereinafter referred to as the Contractor, and the Director of the Arizona Department of Corrections, hereinafter known as the Department and Management and Training Corporation (MTC), for and on behalf of its Arizona State Prison - Kingman herein after referred to as ASP-Kingman as applicable.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supercedes all other understandings, oral or written.

In accordance with A.R.S §35-391 and A.R.S §35-393, the contractor hereby certifies that the contractor does not have scrutinized business in Sudan and Iran.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

CITY OF KINGMAN
FEDERAL ID # 86-60000769

ARIZONA DEPARTMENT OF CORRECTIONS

John Salem 7-7-11
Signature of Authorized Individual Date
John Salem
Typed Name
Mayor
Typed Title
310 North Fourth Street
Kingman, Arizona 86401
Address

Michael P. Kearns
Signature of Authorized Individual Date
Michael P. Kearns
Typed Name
Division Director, Administrative Services
Typed Title
1601 West Jefferson Street, Mail Code 328
Phoenix, Arizona 85007-3002
Address

Additional Signatures as Applicable

Signature Date

Typed Name

Typed Title

Signature Date

Typed Name

Typed Title

Prepared By: Sharon Yarbrough, Senior Procurement Specialist
Date: March 7, 2011

WITNESSETH

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and

WHEREAS, the Department is duly authorized by A.R.S. §41-1604, et seq.; §31-252, §31-254; to execute and administer contracts and

WHEREAS, in accordance with Arizona Revised Statutes A.R.S. §41-1609 the Department has a current Contract with Management and Training Corporation, a private prison business organization, to operate and manage ASP-Kingman a secure private prison to provide housing and treatment to inmates committed to the Department who demonstrate a need for substance or alcohol abuse interventions, and

WHEREAS, the Director of the Department may authorize inmate work crews from State institutions to perform acceptable tasks in any part of the State, and

WHEREAS, the Contractor is authorized by A.R.S. §9-240, to enter into agreements for services, and;

WHEREAS, the Contractor has a need for a work force to support its recycling, weed abatement, trash pick-up, sidewalk sweeping and landscape maintenance along city streets, drainage facilities, city buildings and city parks within the city limits of Kingman, Arizona.

WHEREAS, the Department is able to provide an inmate work force to support this work program from its Arizona State Prison - Kingman, as shown herein.

NOW, THEREFORE, the Department, the Contractor and Management and Training Corporation (MTC), ASP-Kingman do hereby agree as follows:

- 1 **DEFINITIONS:** For the purposes of this Agreement, the following definitions shall apply:
 - 1.1 **ASP-KINGMAN WARDEN:** The individual employed by Arizona State Prison - Kingman and charged with the overall responsibility to manage and operate ASP-Kingman.
 - 1.2 **ASP - KINGMAN PROCEDURES:** Procedures based on Department written instructions that have been approved by the Department relative to the operation, management and maintenance of ASP-Kingman location.
 - 1.3 **DEPARTMENT MONITOR:** Department employee assigned to ASP-Kingman location who serves as the liaison between the Department and

ASP-Private Prison location regarding matters that arise as a result of the daily monitoring of the services provided by this Agreement.

- 1.4 **DEPARTMENT WRITTEN INSTRUCTIONS:** Department regulations and management directives issued by executive staff of the Department which govern the administration and operation of the Department and ASP-Kingman location consistent with State statutes, rules and sound correctional practices.

2 THE CONTRACTOR AGREES:

- 2.1 To provide necessary tools/equipment, drinking water, sanitary facilities safety vests, eye protection, gloves and any special protective clothing required accomplishing work assignments.
- 2.2 To appoint a work crew leader who may provide both technical and job supervision as necessary.
- 2.2.1 Technical supervision means the Contractor shall provide staff that knows the types of work tasks to be accomplished and the correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
- 2.2.2 Job supervision means that Contractor personnel shall regularly account for the inmates within guidelines specified by the Department (Attachment #1) and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison, if an inmate poses security concerns, the liaison shall be contacted immediately.
- 2.3 Subsequent to Contract initiation, should the Contractor's supervisors change, ASP-Kingman shall be notified at least two (2) work days prior to the impending change to permit completion of the Department approval process. If prior notice is not possible, the Department may withhold the inmate work crew of that supervisor until the necessary approval process is completed.
- 2.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
- 2.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
- 2.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. The Arizona Structural Pests Control Board advises, no inmate shall be allow to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous

materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act (SARA Title III).

- 2.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 2.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 2.7 To designate a Contractor staff member who shall serve as a liaison between the Contractor, and ASP-Kingman in developing and coordinating work schedules, hours, and transportation. The Contractor shall ensure that ASP-Kingman are given the name and phone number/extension of the contact person.
- 2.8 To assign work hours, work locations, and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage and maintain.
- 2.9 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract.
- 2.10 To maintain the work site(s) in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedure shall be followed:
 - 2.10.1 If, in the opinion of ASP-Kingman, said security/safety concern(s) pose an immediate threat to the inmate workers and/or staff, the Warden of ASP-Kingman may withhold further assignments of the inmate work crew(s) until the source of the concern is rectified.
 - 2.10.2 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from ASP-Kingman.
 - 2.10.3 Failure on the part of the Contractor to respond to the request for corrective action from the ASP-Kingman under circumstances described in Paragraphs 2.10.1 and 2.10.2 shall result in the immediate suspension of the work program.
 - 2.10.3.1 The parties to this Contract may then meet to discuss resolution.
 - 2.10.3.2 If resolution cannot be achieved, this Contract shall be terminated.

- 2.10.3.3 ASP-Kingman Warden, shall be responsible for coordinating all actions shown above
- 2.10.3.4 The Contractor shall make final payment to ASP-Kingman as directed herein.
- 2.11 Should the Contractor wish to alter the work site(s) subsequent to the initiation of the work program, the following procedures shall be followed:
 - 2.11.1 The Contractor shall provide written notice to ASP-Kingman detailing the proposed changes prior to any change or alteration being initiated.
 - 2.11.2 Representatives from the ASP-Kingman and the Contractor shall meet and conduct a review of the proposed changes to the work site(s). If the proposed change or alteration will negatively impact the security and/or safety of assigned inmate workers or staff, necessary corrective action(s) shall be developed.
 - 2.11.3 If the Contractor proceeds with the proposed changes without having received written ASP-Kingman's approval, ASP-Kingman may withhold further assignments of inmate work crews.
- 2.12 To employ adequate loss prevention procedures relative to Contractor's business operations, in order to minimize job related injuries.
- 2.13 To provide training to assigned inmates in accordance with the Contractor's established training program on procedures and responsibilities:
 - 2.13.1 Training shall be on-going and given to each new inmate who is subsequently assigned to this inmate work program.
 - 2.13.2 Inmates shall be advised of the expected performance standards during the training program.
 - 2.13.3 Contractor's training staff shall maintain a training log to document participating inmates and time spent in the training effort. The log shall record the following:
 - 2.13.3.1 Each inmate's name and Department identification number.
 - 2.13.3.2 Number of training hours given to participating inmates.
 - 2.13.3.3 Type of activity for which training was provided.
 - 2.13.3.4 Written acknowledgment from each inmate that the performance standard was provided.

2.13.3.5 Name(s) of the Contractor's instructor(s).

2.13.3.6 Signature of instructor(s) and each participating inmate.

2.14 To notify the Warden, ASP-Kingman of the need for extended work hours at least ninety (90) minutes prior to the inmates scheduled time of departure, in order for approval to be obtained. Extended work hours shall not be provided unless approved by the institution. Overtime is defined as hours worked in excess of forty (40) hours per week.

To pay for the following:

2.14.1 Correctional Officer CO supervision for any inmate who sustains a job related injury and must be transported for emergency medical care to the nearest emergency facility.

2.14.2 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved overtime, if applicable as authorized by the Department.

2.14.3 To pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.

2.14.3.1 CO salary will be paid at Private Prison rate.

2.15 To provide transportation of inmate workers to and from selected work site(s) in Contractor owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.

2.16 To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:

2.16.1 **Daily Time Sheet(s)**, as identified in Attachment #3, shall be completed by the Contractor and include the signature(s) of the inmate(s), and the Contractor's Supervisor.

2.16.2 The Contractor shall complete the **Inmate Payroll Summary**, as shown by Attachment #4, bi-weekly (once every two weeks)

2.16.3 The original **Inmate Payroll Summary** with the corresponding **Daily Time Sheet(s)** shall be sent to the address specified below within three (3) work days following the end of the Contractor's scheduled pay period.

Arizona State Prison - Kingman
Attention: Business Manager
P.O. Box 3939
Kingman, Arizona 86402

- 2.17 The Contractor shall send a copy of the **Inmate Payroll Summary and Daily Time Sheet(s)** within three (3) work days following the end of the Contractor's scheduled pay period to the attention of the Business Manager to the specified addresses below.

Arizona State Prison - Kingman
Attention: Business Manager
P.O. Box 3939
Kingman, Arizona 86402

- 2.17.1 Should circumstances arise which would prevent the Contractor from being able to comply with this criteria, ASP-Kingman shall prepare the
 - 2.17.2 Inmate Payroll Summary, using Daily Time Sheets provided by the Contractor. The cost of such payroll preparation shall be calculated at the rate of one hundred dollars per hour.
- 2.18 Payments as invoiced shall be made payable to Arizona State Prison - Kingman within ten (10) calendar days after receipt of invoice to the address below:

Arizona State Prison - Kingman
Attention: Business Manager
P.O. Box 3939
Kingman, Arizona 86402

- 2.19 ASP- Kingman shall disburse payments as appropriate.
- 2.20 Terms and conditions for payment of invoices:
 - 2.20.1 Net amount due within ten (10) work days after receipt of invoice.
 - 2.20.2 Invoices not paid within thirty (30) calendar days of invoice date will be subject to a late fee of one and one-half percent (~~1-2%~~) per month of the amount owed. 1 1/2% JS.
 - 2.20.3 Invoices not paid within sixty (60) calendar days of invoice date may result in the suspension and possible termination of the inmate work program.
- 2.21 That inmate labor performed under this Contract shall supplement the Contractor's existing workforce and shall not result in the displacement of free-world employees, or otherwise serve as a substitute for Contractor employees.

- 2.22 To comply with Department written instructions that has a bearing upon the Contractor.
- 2.23 That inmates assigned to this work program shall not drive any licensed, over-the-road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, e.g., forklifts, etc., in accordance with Attachment #5.

3 ASP-Kingman Agrees:

- 3.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Contractor's recycling, weed abatement, trash pick-up, sidewalk sweeping and landscape maintenance within the city limits.
- 3.2 Inmate workers shall be paid by ASP-Kingman, from the Inmate Trust Account. ASP-Kingman shall subsequently reimburse the Inmate Trust Account.
- 3.3 To be responsible for feeding inmates and providing all clothing, except special protective clothing and/or equipment.
- 3.4 To designate an institutional contact person(s) at the institution identified herein, who shall function as a liaison between the institution, ASP-Kingman and the Contractor in developing and coordinating work schedules, assignments, and work hours. To advise Contractor of the name and telephone number of the institutional contact person.
 - 3.4.1 If such circumstances arise that will impact the availability of inmate labor under this Contract, the institution's contact person shall immediately notify ASP-Kingman and the Contractor.
 - 3.4.2 The Contractor shall ensure that ASP-Kingman is provided with a copy of all documentation relating to the incident and is advised as to when the work program will likely be able to resume. ASP-Kingman will keep the Contractor informed, as appropriate.
- 3.5 That prior to the initiation of this work program, the proposed work site(s) shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by the custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site(s), the procedure described in Paragraph 2.10 of this Contract shall be followed.
 - 3.5.1 All communications between the Department and the Contractor, regarding security/safety issues or work site(s) alterations, shall be documented in writing.

- 3.5.2 All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- 3.6 To perform required background checks of Contractor staff involved in supervising or interacting with inmate workers and provide written results to the Warden, ASP-Kingman.
 - 3.6.1 Prior to initiation of this Contract, the Department shall complete the screening process of Contractor staff referenced above.
 - 3.6.2 Subsequent to Contract initiation, should the Contractor's supervisor(s) change, the Contractor shall notify ASP-Kingman at least two (2) work days prior to the impending change to permit completion of the Department's approval process.
 - 3.6.3 If prior notice is not possible, the institution may withhold the inmate work crew of that supervisor until the necessary approval process is completed.
- 3.7 That ASP-Kingman or designee shall coordinate all administrative process within the Department to obtain security clearances for the Contractor's staff to access institution(s) identified herein.

4 THE DEPARTMENT/ASP-KINGMAN AGREES:

- 4.1 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
 - 4.1.1 An inmate fails to remain at the work site.
 - 4.1.2 An inmate has an accident or becomes seriously ill at the work site.
- 4.2 To remove and replace as soon as possible, any inmate who does not perform to the satisfaction of the Contractor.
- 4.3 That work assignments shall be performed at the Contractor's business location(s) as shown herein.
- 4.4 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions, as shown in Attachment #5, governing the use of inmate drivers.
- 4.5 To invoice the Contractor for payments due, in accordance with Contract terms, ten (10) work days after receipt of the **Inmate Payroll Summary and Daily Time Sheet(s)**.

- 4.6 That invoices shall be sent to the Contractor at the following address:
- City of Kingman
Attention: John Salem, Mayor
310 North Fourth Street
Kingman, Arizona 86401
- 4.7 That ASP-Kingman or designee shall ensure, when additional Contractor's operations are established at appropriate prison institutions, that each respective Warden shall be provided a copy of the Contract and any amendments.
- 4.8 That ASP-Kingman or designee shall keep the Contractor fully informed of all Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract, including all security requirements relative to the provision of contracted services.

5 SPECIAL TERMS AND CONDITIONS:

- 5.1 **Term of Contract** The term of any resultant contract should commence on the date of award and shall continue for a period of twelve (12) months thereafter, unless terminated, canceled or extended, as otherwise provided herein.
- 5.2 **Contract Extension**
- 5.2.1 By mutual written agreement, any resultant Agreement may be extended for supplemental periods of 12 months, up to a maximum of 48 months
- 5.3 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 5.4 The Risk Management Division of the Arizona Department of Administration shall review and investigate all claims of Contractor personal property loss due to alleged negligence by the Department or the State.
- 5.5 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 5.5.1 The Department/ASP-Kingman shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 5.5.2 The Contractor shall not hold the Department/ASP-Kingman liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 5.6 Inmates working under this Contract are not employees of the Contractor and any compensation is provided pursuant to A.R.S. §31-254 and A.R.S. §31-255.
- 5.7 **Non-Availability of Funds** Every payment obligation of the State under this Contract 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 Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 5.8 **Arbitration** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.
- 5.9 **Applicable Law** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) And the administrative rule promulgated there under (A.A.C. R2-7-901, et seq.)
- 5.10 **Non-Discrimination** The Contractor shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability,
- 5.11 Each party to this Contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this Contract.
- 5.12 **Audit of Records** Pursuant to A.R.S. §35-214, the Contractors shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 5.13 The parties to this Contract agree that the State of Arizona and the Department of Corrections shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. The parties further agree that each party to this Contract shall be responsible for consequences arising from its own negligence.
- 5.14 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 5.15 **Third Party Antitrust Violations** The Contractor assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

- 5.16 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including, employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Authority A.R.S. §13-2501:
 A.R.S. §13-2505:
 ADC Department Order 708

5.17 Unlawful Sexual Conduct

5.17.1 A person who is employed by the State Department of Corrections, a private facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of the State Department of Corrections or a city or county.

5.17.2 A prisoner who is in the custody of the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status and who is under supervision of the State Department of Corrections or a city or county commits unlawful sexual conduct by engaging in oral sexual contact, sexual contact or sexual intercourse with a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail.

5.17.3 This section does not apply to:

5.17.3.1 A person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

5.17.3.2 An offender who is on release status and who was lawfully married to a person who is employed by the State

Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail if the marriage occurred prior to the offender being sentenced to the State Department of Corrections or incarcerated in a city or county jail.

5.17.3.3 Unlawful sexual conduct is a class 5 felony

5.17.3.4 Unlawful sexual conduct; correctional employees; prisoners; classification; Definition A.R.S. §13-1419.

5.18 Federal Prison Rape Elimination Act 2003

5.18.1 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003.

5.19 Contraband Contraband means any dangerous drug, narcotic drug, intoxicating liquor or any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. §13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. §13-2501
A.R.S. §13-2505
ADC Department Order 708

5.20 Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the

specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

5.21 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §41-2531 and §41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

5.22 Government Procurement; E-Verify Requirement A.R.S. §41-4401

5.22.1 The Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

5.22.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

5.22.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

5.22.4 The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with warranty under paragraph listed herein.

5.23 Cancellation for Conflict of Interest Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after it execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivision or any of the departments or agencies of either is, at any time while the contract or

any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- 5.24 The Department reserves the right to terminate the Contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 5.25 Upon termination of this Contract, as provided herein, all remaining monetary obligations and removal of the Contractor's property, up to the termination/expiration date, shall be satisfied as follows:
- 5.25.1 The Contractor shall pay for services rendered to the date of termination. All outstanding payments shall be made by the Contractor within ten (10) work days after request for payment, sent certified mail, return receipt requested, is received by the Contractor, in the format and to the location specified herein.
- 5.25.2 Payments made by the Contractor to ASP-Kingman shall be in agreement with ASP-Kingman's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, ASP-Kingman may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the **Notice of Termination**.
- 5.26 ASP-Kingman through Procurement Services shall be responsible for coordinating all actions stipulated above in the event an institution is removed from participation in this work program.
- 5.27 If a discrepancy in payment or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) work days after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
- 5.28 Both parties recognize that respective and mutual obligations of the parties pertaining to start-up, operation and costs applicable to the subject inmate work Contract shall apply to each new operation established at other institutions as authorized herein.
- 5.29 Proper communication is essential to the success of the work program. The Contractor shall address all programmatic issues with ASP-Kingman. Only immediate security/safety concerns shall be addressed to institution officials without first coordinating through the Department.

5.30 Changes to the Contract shall be handled by formal amendment through Procurement Services.

5.31 **MINIMUM INSURANCE REQUIREMENTS**

INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

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

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

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

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage, personal injury and broad form

contractual liability coverage.

· General Aggregate	\$2,000,000
· Products – Completed Operations Aggregate	\$1,000,000
· Personal and Advertising Injury	\$1,000,000
· Blanket Contractual Liability – Written and Oral	\$1,000,000
· Fire Legal Liability	\$ 50,000
· Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. 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

- 1. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Arizona Department of Corrections, Procurement Services, 1601 West Jefferson Street, MC55302, Phoenix, Arizona 85007) and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with 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.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to (Arizona Department of Corrections, Procurement Services, 1601 West Jefferson Street, MC55302, Phoenix, Arizona 85007). 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, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department and Management and Training Corporation shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department and Management and Training Corporation shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department and Management and Training Corporation authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers shall not be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General/ Construction Industry (29 CFR Part 1910/1926), as adopted by the State of Arizona, during the term of this Contract; relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and no

information shall be released without prior written authorization from a representative of the Department.

- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- M. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- N. The visiting of an inmate by any unauthorized person shall not be permitted. If any person is found visiting with an inmate, his or her name and description shall be given to Department and Management and Training Corporation authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- O. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department and Management and Training Corporation.

**STANDARD WORK PROVISIONS
INMATE WORK PROGRAMS**

**Attachment #1
ADC Contract No. 110016DC**

SITE SAFETY AND HEALTH PLAN

**Developed by: State of Arizona, Department of Administration
Risk Management Section**

**Provided by: Barry Keith, Manager, Safety and Environmental Services,
Administrative Services Division**

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.**
 - 1.1.1 Minimize Personal injuries;**
 - 1.1.2 Maximize Property Conservations;**
 - 1.1.3 Achieve Greater Efficiency; and**
 - 1.1.4 Reduce Direct and Indirect Costs**

- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.**
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.**
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.**
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.**
 - 1.2.4 Coordinate activities with others at the work location.**
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:**
 - 1.2.5.1 Safety Meetings.**
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident.**
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards.**
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work.**
 - 1.2.5.5 Safety training programs.**

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.

- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
 - 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
 - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
 - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
 - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
 - 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
 - 2.2.16 Maintain an effective equipment inspection and maintenance program.

- 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
- 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
- 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
- 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.
- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:
 - 4.1.1.1 Fire
 - 4.1.1.2 Injuries
 - 4.1.1.3 Injury to the general public
 - 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
 - 4.1.1.5 Public demonstrations
 - 4.1.1.6 Bomb threats
 - 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:
 - 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
 - 4.1.2.2 Delegate responsibility for making emergency calls.
- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates if employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4 minutes, the Project Manager must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.
- 4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

- 4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:
 - 4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.
 - 4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.
 - 4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.
 - 4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.
 - 4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to

the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

- 4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.
- 4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.
- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall be provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

- 4.3.1 During the course of construction/renovation, house keeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.

- 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.

4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.

4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.

4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.

4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.

4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.

4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.

4.6 Tools – Hand and Power:

4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.

4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.

4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.

4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.

4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.

- 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
- 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
- 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
- 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.
- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
 - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.

**LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION**

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department/ASP-Kingman and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractors off-road mobile equipment.

- 1 The Contractor shall provide written notice to ASP-Kingman advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.2 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.3 Identification of specific training, inmates will receive for each type of off-road mobile equipment; and
 - 1.4 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list shall reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 ASP-Kingman shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor shall not proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to ASP-Kingman for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish ASP-Kingman with documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, the General Manager, ASP-Kingman and/or designee, shall furnish the Contractor with notification of approval for individual inmates. ASP-Kingman shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

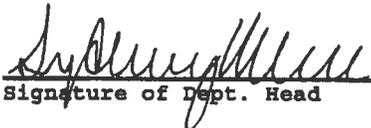
MEETING DATE: July 7, 2015

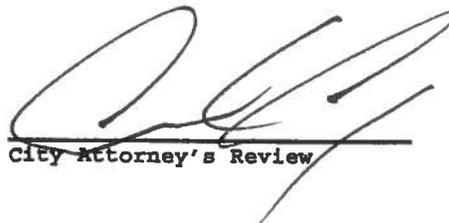
AGENDA SUBJECT: Special Event Liquor License Application

SUMMARY: Applicant Charles (Ray) Cullison of The Kingsmen has applied for a Series 15 Special Event Liquor License for an event to take place Friday, September 25, 2015 from 6:00 P.M. to 1:00 A.M., at 112 N. Fourth Street in Kingman.

ATTACHMENT: First page of the Liquor License Application.

STAFF RECOMMENDATION: Approve the special event liquor license application.


Signature of Dept. Head


City Attorney's Review


City Manager's Review

AGENDA ITEM: 5g

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Bob Riley, Director, Economic Development, Kingman Airport Authority, Inc.

MEETING DATE: July 7, 2015

AGENDA SUBJECT: Grant of Easement for Sewer Service, Parcel IV-U-B-F at the Kingman Airport Industrial Park

SUMMARY: When the T.J. Mark, LLC. (dba ISCO Industries) property was developed at the Kingman Airport Industrial Park, the installed sewer service line traversed approximately 38 feet of the adjacent city property. The line was surveyed and the documentation was prepared, but it never was officially approved by the City and recorded. There is now interest in developing the adjoining property by a separate entity and an easement should be granted to allow the improvements to be designated in the plats of record and protect the improvements. The legal description has been prepared by the City Surveyor's Office for accuracy.

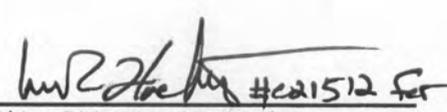
ATTACHMENT: Resolution No. 4960, Grant of Easement for Sewer Service Line

FISCAL IMPACT: None

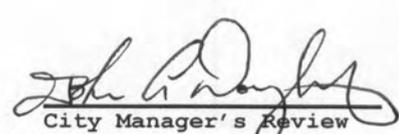
STAFF RECOMMENDATION: Approve Resolution No. 4960, approving a Grant of Easement for Sewer Service Line to T.J. Mark, LLC., and authorize the Mayor to execute the document.



Kingman Airport Authority,
Inc.



City Attorney's Review



City Manager's Review

AGENDA ITEM: 5h

CITY OF KINGMAN

RESOLUTION NO. 4960

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA APPROVING A GRANT OF EASEMENT FOR SEWER SERVICE LINE FOR USE AND BENEFIT OF T.J. MARK. LLC.

WHEREAS, Kingman Airport Authority, Inc. on behalf of the City of Kingman constructed a sewer main extension along Flightline Drive in 2011 to facilitate the development of Parcel IV-U-B-E at the Kingman Airport Industrial Park by T.J. Mark, LLC. (dba ISCO Industries); and,

WHEREAS, the sewer service line connecting to the sewer main along Flightline Drive constructed by T.J. Mark, LLC. traversed approximately 38 feet of city owned Parcel IV-U-B-F; and,

WHEREAS, an easement is needed to be reflected in the plat of survey for Parcel IV-U-B-F and allow T.J. Mark, LLC. access to the sewer service line if repairs are ever required;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Kingman, Arizona approve a Grant of Easement for Sewer Service Line for Parcel IV-U-B-F at the Kingman Airport Industrial Park to T.J. Mark, LLC;

BE IT FURTHER RESOLVED, that the Mayor, or the Vice Mayor in the absence of the Mayor, of the City of Kingman is authorized to execute the Grant of Easement for Sewer Service Line document;

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 7th day of July, 2015.

APPROVED:

Richard Anderson, Mayor

ATTEST:

Sydney Muhle, City Clerk

APPROVED AS TO FORM:

Carl Cooper, City Attorney

When recorded return to:
City of Kingman
ATTN: Engineering Department
310 N. 4th Street
Kingman, AZ 86401

GRANT OF EASEMENT FOR SEWER SERVICE LINE

For the consideration of Ten and 00/100 Dollars, and other valuable consideration, the City of Kingman ("GRANTOR"), does hereby grant and convey to, T.J. Mark, LLC. the receipt of which is hereinafter called ("GRANTEE"), their heir, successors and assigns, a non-exclusive, easement for a private sewer service line and appurtenances; together with the right of ingress and egress for the purpose of installation, maintenance and replacement, on, over, under and across the real property situate in Mohave County, Arizona, described as:

See Exhibit "A" attached hereto and by reference made a part hereof.

This easement is granted for the use and benefit of GRANTEE, as owner of the following described property:
Assessor Description: Parcel IV-U-B-F as shown on Plat Rec# 2009-057769 Records of Mohave County, Az.
Address: 4645 Flightline Drive, Kingman, AZ 86401

Together also with the right, from time to time, to inspect, repair, replace, maintain, remove or alter said line. Grantor acknowledges that the construction, maintenance and repair of the water service line may require the use of heavy equipment for these purposes.

GRANTOR agrees for itself, its successors and assigns, not erect or construct or permit to be erected or constructed any building or other structure within the limits of said easement which would impair the repair, maintenance or removal of the water service line.

This easement is granted for the use and benefit of GRANTEE, their heirs and assigns, and said easement shall be appurtenant to and run with the title to the property of the GRANTOR described above. Nothing contained herein shall be construed to be a conveyance of the fee simple title.

This easement is granted and accepted upon the stated conditions:

Grantor's Signature

Grantor's Printed Name

Date

NOTARY ACKNOWLEDGEMENT:

STATE OF ARIZONA)
) ss.
County of Mohave)

Acknowledged before me this _____ day of _____, 2015 by _____.

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

Notary Public

My Commission expires:

EXHIBIT "A"
LEGAL DESCRIPTION FOR A 16' WIDE SEWER LATERAL EASEMENT

The centerline of a sixteen foot (16') wide sewer lateral easement, located in Parcel IV-U-B-F as shown on Original Segregation & Survey of a portion of Kingman Airport Industrial Park portion of Remnant of Parcel IV-U-B. fee number 2009-057769, records of Mohave County, Arizona, situate in Section Twenty Six (26), Township Twenty Two (22) North, and Range, Sixteen (16) West, Gila and Salt River Meridian, Mohave County, Arizona, more particularly described as:

Commencing at the point of curvature on the south boundary of said parcel, which lies southwesterly of the most southeast corner of said parcel, which point is located at the end of a curve having a radius of 166.00' a central angle of $10^{\circ} 54' 27''$ and an arc length of 31.60';

Thence S. $89^{\circ} 58' 56''$ W. along said south boundary a distance of 19.17' to the Point Of Beginning of centerline of said easement;

Thence N. $45^{\circ} 26' 13''$ E., along said centerline a distance of 37.97' to the point of intersection of the northeasterly boundary of said parcel and which is also the Terminus Point of this easement, which lies N. $44^{\circ} 52' 20''$ W and 33.35' from the said southeast corner of said parcel.

Side lines of said easement lie 8' parallel to said centerline and begin and terminate at both the said south boundary and northeasterly boundary of Parcel IV-U-B-F.



Expires 12-31-2010

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: July 7, 2015

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

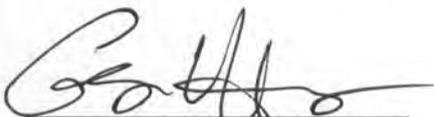
SUMMARY: On June 5, staff received a request to install a block fence encroachment within the right of way adjacent to the Rutherford Diner at 2011 Andy Devine Avenue. The request comes from Mark Wimpee of First Generation Builders (applicant) and Brent Rutherford (owner). The proposal is to construct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

The Street Policy requires that the City hold a public hearing and that Council act on the proposed encroachment. Staff has posted and mailed notices to the adjacent property owners, and has published the hearing notification in the Kingman Daily Miner.

The City has an existing twelve-inch water main in the right of way in the vicinity of the proposed encroachment. The applicant has indicated that they would stay 2 feet from the existing water main, which was originally installed in 1975. Unisource Gas has indicated that they have a six-inch gas line near the back of the sidewalk. The block wall will limit the ability of the utility(s) to perform future maintenance, especially with mechanical equipment. In addition, there are existing driveways on either side of the proposed encroachment, which pose a concern for sight distance issues. Staff is therefore recommending denial of the encroachment application.

ATTACHMENTS: Substantial Encroachment Application
Maps and Photos

RECOMMENDATION: Staff recommends denial of the proposed encroachment


Signature of Dept. Head


City Attorney
Approved as to Form


City Manager's Review

AGENDA ITEM: 7a

Huthuford Family Restaurant
2011 E Andy Osune
Kingman Az 86401

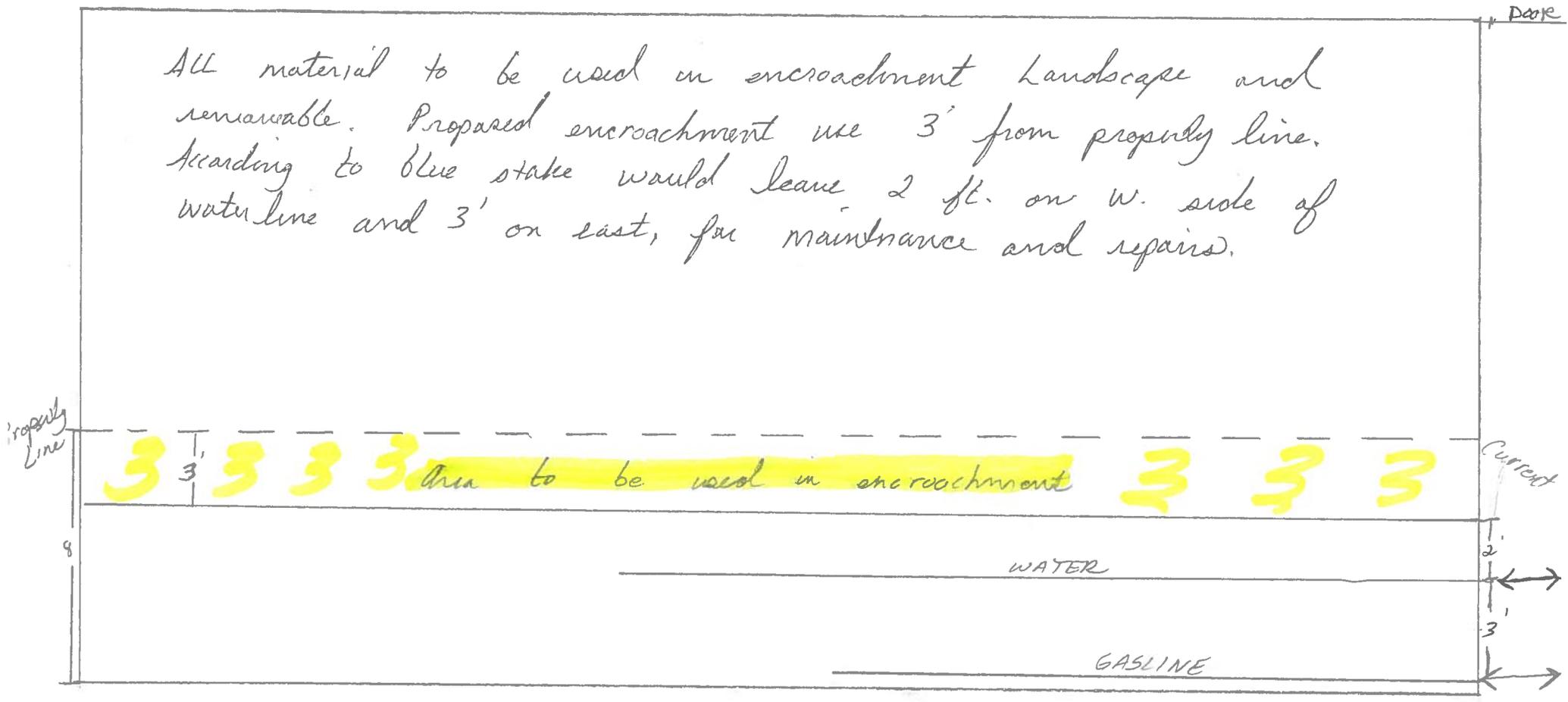
CITY OF KINGMAN
ENGINEERING

JUN 29 2015

REC'D _____

Building

All material to be used in encroachment Landscape and renewable. Prepared encroachment use 3' from property line. According to blue stake would leave 2 ft. on w. side of water line and 3' on east, for maintenance and repairs.



- Sidewalk -



CITY OF KINGMAN
ENGINEERING DEPARTMENT

APPLICATION FOR REVOCABLE
ENCROACHMENT PERMIT (SUBSTANTIAL)

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

Date: 6-4-15

Brent

Permittee / Owner Information:

Name: Brent Rutherford

Company Name: Rutherford's Family Restaurant

Phone: (928) 377-1660

Fax: _____

Address: 2011 E. Andy Devine

City, State, Zip: Kingman Az 86401

Email: _____

1618

Agent Information (if applicable):

Name: Mark R. Wampler Jr

Company Name: 1st Generation Builders

Phone: (928) 565-1670

Fax: _____

Address: 4185 N. Bank St.

City, State, Zip: Kingman Az 86401

Email: wamplermark@hotmail.com

Site/Project Information:

Location of encroachment: 2000 Block of Andy Devine

Brief description of desired encroachment (PLANS AND DETAILS AS NEEDED): Block Wall 34' tall Painted w/ Coronado Stone

Fees:

1. A thirty dollar (\$30.00) permit fee is required.
2. Publication, recording and any other miscellaneous fees cannot be determined at time of application. These items will be billed to the Permittee when the dollar amount is available.

Permittee / Owner Responsibilities:

1. The Permittee must provide property owner's addresses three hundred (300) feet on each side of the proposed encroachment on the same side of the street.
Has this property list been supplied to the City? YES NO
2. The City shall require the Permittee to provide liability insurance as outlined by ordinance.
Has this insurance information been supplied to the City? YES NO
Insurance Company Name: _____
3. The Permittee hereby agrees to save and hold harmless the City, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever which is caused by an activity, condition or event arising out of the performance or non-performance of any provision of this agreement or the exercise of this permit or license by Permittee, any of its agents, or any of its independent contractors. The above cost incurred by the City and its departments, agencies, officers, or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorney's fees. When any cost and/or damage occurs as aforesaid, Permittee assumes the burden of proof that the above activity, condition or event did not cause such cost, damage or other damage.
4. Upon written notice by the City, the Permittee hereby agrees to remove the encroachment at his own expense; and agrees to restore right-of-way to original condition; and further agrees that if he does not remove the encroachment at his own expense and restore right-of-way to a reasonable condition, a lien will be placed on the property, as required by ordinance.
5. The Permittee hereby agrees to comply with all elements of the City of Kingman Street and Sidewalk Development Rules and Regulations dealing with Encroachment Permits.

6. If the property is transferred from the above Permittee to a new owner or lessee, that information is to be provided immediately to the City Engineer or the encroachment will become void.
7. The applicant is informed that the Kingman Common Council may deny the permit or may impose additional restrictions and stipulations upon encroachment.
8. The permit will become void if construction has not commenced within ninety (90) days after approval.

I have read the foregoing application, know the contents thereof, and agree to the conditions of the application, City of Kingman Streets and Sidewalks Development Rules and Regulations and Common Council restrictions if a permit is issued.

Permittee / Owner Signature: _____ Date: 6-4-15

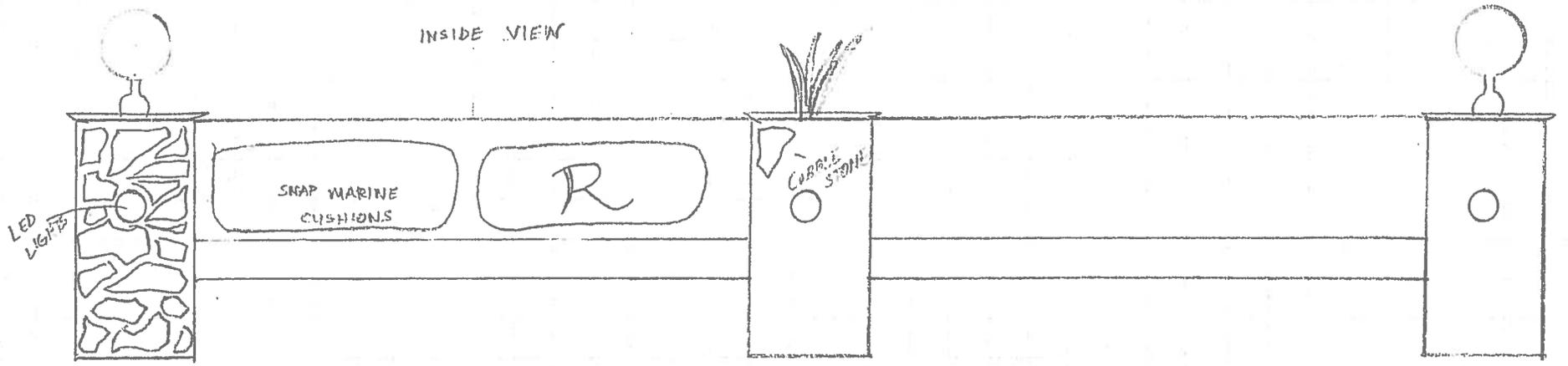
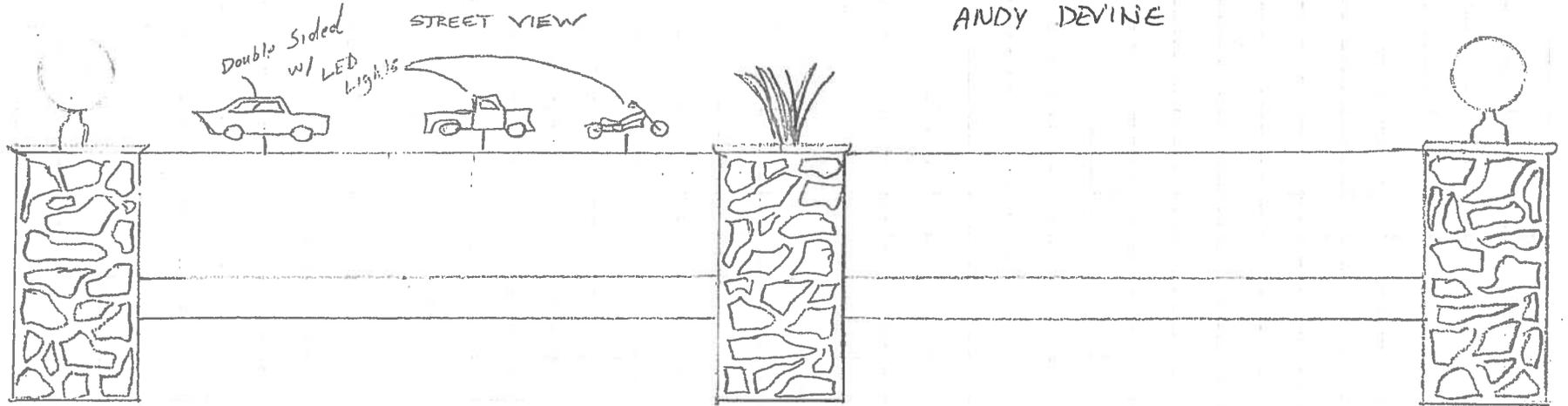
Hearing Dates (to be completed by City of Kingman personnel):

- | | |
|---|-----------------------|
| 1. Notice to abutting property owners. | Date: <u>6-9-2015</u> |
| 2. Notice to newspaper. | Date: <u>6-9-2015</u> |
| 3. Posting notices. | Date: <u>6-9-2015</u> |
| 4. Mail notices to utility companies and districts. | Date: <u>6-9-2015</u> |
| 5. City Council public hearing. | Date: <u>7-7-2015</u> |

CITY OF KINGMAN ENGINEERING DEPARTMENT USE ONLY

Date Received: <u>6/5/15</u>	Received By: <u>[Signature]</u>	Date Admin Complete: <u>6/5/15</u>
COK Project Number: <u>ENG15-043</u>		Fee Paid: <u>\$30.00</u>
Check Number: <u>3111</u>	Charge Card Type: _____	Receipt Number: _____

ELEVATION
ANDY DEVINE



- Rutherford Family Retirement -
Addition to plan.

- Construction -
8x8x16 Block

- Pave stone -
Coronado Stone

Restaurant

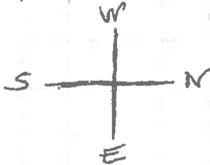
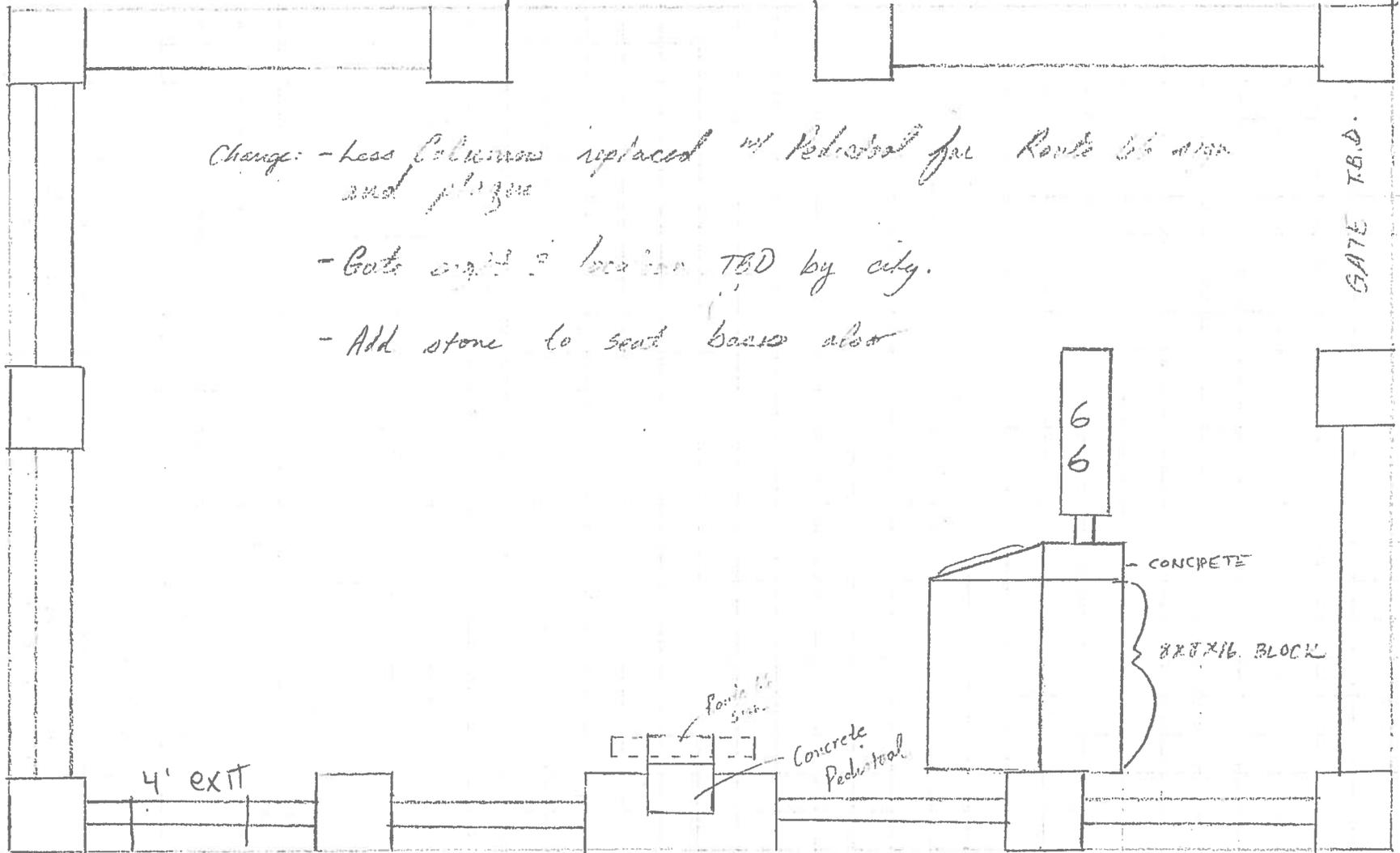
- DOOR -

Change: - Less columns replaced w/ Pedestals for Route 6 sign
and plaza

- Gate and location TBD by city.

- Add stone to seat bases also

GATE TBD.



ANDY DEVINE AVE



Subject Site

Encroachment Area

© 2015 Google

Google

Imagery Date: 2/15/2015 35°11'45.85" N 114°01'49.95" W elev 3519 ft eye a

1997



O R E N

66
FAMILY DINER

06.19.2015 09:09



06.19.2015 09:13

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: John A. Dougherty, City Manager

MEETING DATE: June 30, 2015

AGENDA SUBJECT: Transferring of low level radioactive material in industrial park from rail to trucks for transporting to Nevada.

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

ATTACHMENT: None

STAFF RECOMMENDATION: Staff is neutral on the request.

Signature of Dept. Head



City Attorney
Approved as to form

City Manager's Review

AGENDA ITEM: 7C

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Gary W. Jeppson, Development Services Director

MEETING DATE: July 7, 2015

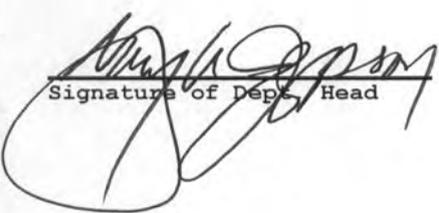
AGENDA SUBJECT: Consideration of an Application from Best of the West on Route 66 for the City to Grant \$25,000 from the Tourism Development Commission to Fund Promotion of the Best of the West on Route 66 Celebration in September 2015.

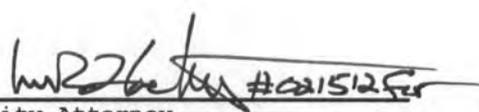
SUMMARY: The Best of the West on Route 66 organization in conjunction with the Kingsmen and the City of Kingman are holding the Best of the West on Route 66 festival on September 23rd through September 27th. The organization is seeking \$25,000 from the Room Tax fund to promote the event. The Tourism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

ATTACHMENT: The application from Best of the West on Route 66 application.

FISCAL IMPACT: \$25,000.

RECOMMENDATION: The Tourism Development Commission unanimously voted (5 to 0) to recommend funding the \$25,000 application for promotion of the Best of the West on Route 66 celebration.


Signature of Dept. Head


City Attorney
Approved as to form


City Manager's Review

AGENDA ITEM: sf

7d

CITY OF KINGMAN
TOURISM DEVELOPMENT COMMISSION
FUNDING REQUEST

**IF ADDITIONAL SPACE IS NEEDED ATTACH AN EXTRA PAGE
AND INDICATE THE QUESTION NUMBER BEING ANSWERED.**

**This funding request is for the use of City Room Tax funding.
Return completed requests to the City of Kingman
Tourism Development Commission
310 N. 4th St., Kingman Arizona 86401**

Please contact Gary Jeppson 753-8353 if you have any questions.

ORGANIZATION NAME: Best of the West on Route 66

CONTACT PERSON: Dora Manley & Jamie Taylor AMOUNT REQUESTED: \$25,000

ADDRESS: 3963 E Snaveley Avenue, Kingman AZ 86409

DATE(S) WHEN FUNDS NEEDED: ASAP PHONE: 928/279-4560 or 928/530-2056

1. WHAT SPECIFIC T.D.C. GOAL WILL YOUR PROJECT ADDRESS? (See enclosed TDC Goals)

The Best of the West on Route 66 will address Goals 1 and 2 – promoting overnight stays at local hotels (it is a three day event), encouraging visitors to eat at local restaurants and focusing on the “cowboys” (rodeo) and Route 66 (car shows) that are unique to Kingman.

2. HOW WILL YOUR PROJECT MEET THESE NEEDS? WHAT POSITIVE COMMUNITY OUTCOME DO YOU ANTICIPATE WILL OCCUR AS A RESULT OF THIS PROJECT?

In August 2014, the Kingman Area Chamber of Commerce hosted the “Route 66 International Festival”. Despite concerns that the event would not be well attended, it was a huge success with over 8,000 people at the three day conference. The “International” festival changes location every year and has moved on to Springfield, Ill for 2015. However, because of the success and “heads in beds” generated by the 2014 event, community leaders have banded together to create a new event – “Best of the West on Route 66”. We are certain that this new event will have the same level of success and will generate revenue for Kingman as well as build awareness for our community.

3. HOW WILL YOU EVALUATE THE SUCCESS OF YOUR PROJECT? CAN THE SUCCESS BE MEASURED? (For example: How will you attract people to Kingman? How many additional lodging room rentals will this generate? What is the Return on Investment - be specific. “This project will increase the duration of tourist visits by one day.” OR, “This project will generate 20-new jobs in the community.”)

A survey will be conducted by volunteers during the weekend at the various events to determine where they visitors came from, where they stayed, where they ate, how much they spent while visiting. This information, combined from the numbers provided by the City on restaurants, bars and hotel dollars generated, will be provided to the TDC and will proof the success of the event.

4. WHAT OTHER GROUPS OR PROGRAMS IN THE COMMUNITY ARE INVOLVED IN SIMILAR EFFORTS? HOW DOES YOUR PROJECT DIFFER FROM, COMPLIMENT, OR OTHERWISE RELATE TO THESE EFFORTS?

This event focuses on combining two draws that appeal to the foreign visitor – cowboys and Route 66! It is a collaboration between the Kingsmen (PRCA Rodeo) and the various car clubs in Mohave County that will create a **new event** for tourists and locals alike. The overall event coordinator, Dora Manley, has worked with agencies and service organizations to put together a full calendar with different organizations hosting the various segments (see attached)

5. DESCRIBE YOUR WORK PLAN FOR ACHIEVING PROJECT OBJECTIVES (i.e., tasks schedule, major milestones, etc.):

See attached

6. DESCRIBE THE CAPABILITY OF YOUR ORGANIZATION TO CONDUCT THIS PROJECT (personnel, skills, experience, etc.):

Dora Manley, event coordinator, was the primary organizer for the 2014 International Route 66 Festival. She oversaw the entire event and with only a three month window, created a huge successful event that brought in over 8,000 people to downtown Kingman. She has a proven track record of events such as the Northwest Arizona Women's Expo, the City of Kingman Fourth of July Celebration, and more. She has formed a committee that meets monthly to cover Logistics, Sponsorships, Vendors, Marketing and Volunteers. This committee is coordinating sub-committees to insure all of the details are covered.

7. ATTACH A DETAILED PROJECT BUDGET TO THIS REQUEST.

See attached.

8. WHAT OTHER FUNDING SOURCES HAVE YOU APPROACHED OR RECEIVED COMMITMENTS FROM FOR THIS PROJECT?

We have approached Kingman businesses to help sponsor the event and have received numerous in-kind as well as some financial sponsors. Included are Big O Tire, NAPA, Pepsi, Dr. , Great West Tire, JuST Marketing, KJJJ Radio, Kingman Daily Miner and more.

9. DO YOU HAVE FUTURE PLANS FOR SELF-SUFFICIENCY OF THIS PROJECT?

Funds generated from this years event will provide seed-money for next year. The plan is to reinvest profits each year into the next years event. It is the intent of the Best of the West committee to make this such a huge success that it will become a yearly event with outreach to Europe, China and Japan. Travelers from these countries plan their trips far in advance. Marketing efforts for 2016 have already started in those countries through the efforts of Jim Hinckley and Jamie Taylor to help build awareness and get it on the Tour Company calendars for next year. This will bring a dynamic increase in visibility for Kingman, AZ and help to make it a destination rather than a pit-stop.

10. HOW WILL THIS PROJECT BE FUNDED IN THE FUTURE? (Be as specific as possible.)

Funds generated from this years event will provide seed-money for next year. The plan is to reinvest profits each year into the next years event. In addition, the Committee will continue to seek community support through financial and in-kind donations of products and services.

11. HOW DO YOU PROPOSE TO ACKNOWLEDGE THE CITY'S GRANT?

The City's Logo will be on all print materials and on our website.

12. WOULD YOU BE WILLING TO HAVE AN AUDIT CONDUCTED, AT YOUR OWN EXPENSE, WHEN THE PROJECT IS COMPLETED?

The Best of the West Committee will be happy to provide bank statements, receipts and any other requested documentation, but we will not pay for an audit since there are no funds earmarked for that putpose in our budget.

13. **IN ORDER TO RECEIVE FUNDING YOUR ORGANIZATION MAY BE REQUIRED TO SIGN A PERFORMANCE CONTRACT. YOU ARE ADVISED THAT THE ETDC WILL REQUIRE A FINAL ACTIVITY REPORT INCLUDING FINANCIAL STATEMENTS WITHIN 3 MONTHS OF THE COMPLETION OF YOUR ORGANIZATION'S ACTIVITY.**

This is totally acceptable

14. YOUR MISSION STATEMENT IS (one paragraph of 100-words or less):

To provide an annual event that collaborates between the Cowboys (Kingsmen PRCA Rodeo) and Cars (various Route 66 car clubs) plus our local businesses to draw tourists to Kingman in September each year.

**CITY OF KINGMAN
TOURISM DEVELOPMENT COMMISSION
GOALS**

MISSION STATEMENT

To encourage and manage bed tax funds that will be distributed to organizations that expands and diversifies tourism development activities in the community.

GOALS:

1. Encourage the funding and coordination of organizations whose events will emphasize overnights stays. These events should eventually become self-sufficient after the Tourism Development Commission (TDC) provides "seed money". The organizations must give financial statements and report their results including the return on investment to the TDC within three (3) months of the completion of the event.
2. The TDC will endeavor to assist appropriate agencies and individuals as they relate to revitalization of the Kingman area by continuing to develop and implement a plan focusing on the "branding" of Kingman.
3. The TDC will support local agencies and organizations in preserving and promoting Kingman's rich history, cultural arts organizations, and strategic location in the Heart of Route 66.
4. The TDC will support the Kingman Area Chamber of Commerce dba Kingman Powerhouse Visitors Center in its efforts to support and promote special events and attractions that enhance community life and promote tourism.
5. Finalize plans and secure funding for "bricks and mortar" projects.

**Funding Request to TDC
For
Best of the West on Route 66
2015**



**Prepared by:
Jamie Selby Taylor
JuST Marketing
928/530-2056**

Objective: To provide an annual event that collaborates between the Cowboys (Kingsmen PRCA Rodeo) and Cars (various Route 66 car clubs) plus our local businesses to draw tourists to Kingman in September each year.

In August 2014, the Kingman Area Chamber of Commerce hosted the “Route 66 International Festival”. Despite concerns that the event would not be well attended, it was a huge success with over 8,000 people at the three day conference. The “International” festival changes location every year and has moved on to Springfield, Ill for 2015. However, because of the success and “heads in beds” generated by the 2014 event, community leaders have banded together to create a new event – “Best of the West on Route 66”. This event focuses on combining two draws that appeal to the foreign visitor – cowboys and Route 66! It is a collaboration between the Kingsmen (PRCA Rodeo) and the various car clubs in Mohave County that will create a new event for tourists and locals alike.

The overall event coordinator, Dora Manley, has worked with agencies and service organizations to put together a full calendar with different organizations hosting the various segments (see below).

Event Schedule

<u>Date</u>	<u>Event</u>	<u>Location</u>	<u>Coordinated By</u>
9/23	Chili Feed	Tractor Supply Parking Lot	Kingsmen
9/24	Cow Plop	Boot Barn Parking Lot	Kingsmen
9/25	Opening Ceremonies	Route 66 Walk of Fame	Best of the West
	Free Concert In the Park	Locomotive Park	Best of the West
	Hundred Club Dinner	Central Commercial Building	Kingsmen
9/26	Andy Devine Days Parade	Downtown Kingman	City Parks & Rec
	Vendors/Entertainment	Locomotive Park	Best of the West
	PRCA Rodeo	MCFA	Kingsmen
	Free Concert in the Park	Locomotive Park	Best of the West
	Car Show	Downtown Kingman	Best of the West, TNT Auto & various car clubs
	Concert – Flash Cadillac	Lee Williams High School	Kingman Chamber of Commerce
9/27	Family Fun Day	Locomotive Park	City of Kingman
	PRCA Rodeo	MCFA	Kingsmen
	Sounds of Kingman	Metcalf Park	Sounds of Kingman
	Vendors/Entertainment	Locomotive Park	Best of the West
	Closing Ceremony	Locomotive Park	Best of the West

In order to insure the success of the 2015 Best of the West on Route 66, it is critical that a full-blown marketing plan be put into action that builds awareness – not just in Kingman, but throughout the country. The following media campaign will achieve that goal.

Media Campaign

<u>Media Type</u>	<u>Provider</u>	<u>Cost per</u>	<u>Total</u>
Radio	KJZZ – 66 Moments	\$250/month	\$1,000
	Murphy Broadcasting	\$10/spot – 1,200 spots for two months	\$2,400
	KJZZ Radio Central	\$10/spot 3 months	\$3,700
	KGMN Super Country	\$10/spot 2 months	\$1,500
Total Radio			\$8,600
TV	Channel 2 Laughlin sponsor for weather & news	Three months	\$1,900
Total TV			\$1,900
Print	Kingman Daily Miner	80,000 inserts	\$5,000
Total Print			\$5,000
Magazines	True West Magazine	½ page ad	\$800
	Route 66 Magazine	¼ page 1x	\$700
Total Magazine			\$1,500
Social Media	Facebook/Twitter		\$5,000
Total Social Media			\$5,000
Total Advertising			\$22,000
Event Coordination			\$10,000
Total Budget			\$32,000
Less Sponsorships			\$7,000
Total Request of TDC			\$25,000

It is the intent of the Best of the West committee to make this such a huge success that it will become a yearly event with outreach to Europe, China and Japan. Travelers from these countries plan their trips far in advance. Marketing efforts for 2016 have already started in those countries through the efforts of Jim Hinckley and Jamie Taylor to help build awareness and get it on the Tour Company calendars for next year. This will bring a dynamic increase in visibility for Kingman, AZ and help to make it a destination rather than a pit-stop.

The committee also recognizes the importance of support from the community. On-going efforts to garner financial sponsorships, both cash and in-kind donations, will help to cover some of the costs while insuring participation in the event.

It is our hope that the TDC will recognize the value of helping to fund the marketing needs for the Best of the West on Route 66 and recommend that the City Council approve the funds. We are available to answer any additional questions the Commission or Council has to help them make their decision.

4A

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members
FROM: City Clerk's Office
MEETING DATE: July 7, 2015
AGENDA SUBJECT: Executive Session

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

Consideration of Contract - City Manager

The Council will review the City Manager's contract and begin discussion of possible renewal.

ATTACHMENT: None.

STAFF RECOMMENDATION: Go into Executive Session.

Signature of Dept. Head



City Attorney's Review



City Manager's Review

AGENDA ITEM: 10