AG Contract No. KR00 2177TRN
ADOT ECS File No. JPA 00-186
Project No. TEA-KNG-0(5)P
TRACS No. SL458 01D/01C
Project: Mohave Wash Multi Use Pathway
Kino – Gordon Drive

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 29 JANUARY, 2001, pursuant to the provisions of Arizona Revised Statutes Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, (the "State"), and the CITY OF KINGMAN, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the City has been selected by the City; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

NO 24442
Filed with the Secretary of State
Date Filed: 01/29/2001
Betsey Bayless
Secretary of State
By Vicky V. Graeewald

5. The only interest of the State in this project is in the acquisition of federal funds for the use and benefit of the City by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost is as follows: Construct Multi-Use Pathway including landscaping and irrigation.

Design (SL458 01D)	
Estimated Design Cost	$ 40,000.00
Federal Aid Funds @94.3%	$ 37,720.00
Kingman City funds @5.7%	$ 2,280.00
Construction (SL458 01C)	
Estimated Construction Cost (incl. 15% CE)	$460,000.00
Federal Aid Funds @94.3%	$433,780.00
Kingman City funds @5.7%	$ 26,220.00

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA and the City will proceed to construct the project; such project to be performed, completed, accepted and paid for in accordance with the approved plans and specifications. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the City shall be obligated to for any expenditure in excess of the estimates herein.

2. Prior to construction, the City shall set aside sufficient funds in the amount determined to be necessary to match federal funds.

3. The City shall acquire, without cost to the State, any necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The City shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The City shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the City.

6. Upon completion of construction, the City shall provide maintenance unless assumed by another governmental entity.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 86401

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN

By _____
LESTER BYRAM
Mayor

STATE OF ARIZONA
Department of Transportation

By _____
CATHERINE J. HEGEL
Contract Administrator

ATTEST

By _____
CHARLENE WARE 1-3-01
City Clerk

CITY OF KINGMAN INCORPORATED 1952 ARIZONA

JPA 00-186

RESOLUTION

BE IT RESOLVED on this 24th day of October 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the design, construction, maintenance and operation improvements to Mohave Wash Multi Use Path and conveying federal funds for same.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

ATTEST:

Charlene Ware, City Clerk

APPROVED:

Lester Byram, Mayor

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

CERTIFICATE OF COUNCIL MINUTES

I, Toni Weddle, Deputy City Clerk 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 City Council of the City of Kingman held on Tuesday, January 2, 2001.

I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 10th day of January, 2001

Toni Weddle, Deputy City Clerk

CITY OF KINGMAN INCORPORATED 1952 ARIZONA

CITY OF KINGMAN

REGULAR MEETING OF THE COMMON COUNCIL

7:00 p.m. | MINUTES | Tuesday, January 2, 2001

Members:	Officers:	Visitors signing in:
L. Byram, Mayor	L. Butler, Chief of Police	See attached list
H. Johnston, Vice Mayor	T. Duranceau, P & Z Director	
D. French	D. Fruhwirth, Parks Director	
M. Gates	P. Johnson, City Engineer	
F. McVey	J. Kramer, Dir. Public Works	
P. Moon	C. Osterman, Fire Chief	
T. Spear	D. Roberts, Comm. Dev. Dir.	
	L. Sorensen, City Manager	
	R. Swenson, Fin. Serv. Dir.	
	C. Ware, City Clerk	
	T. Weddle, Deputy City Clerk	
	C. Wells, City Attorney	

Mayor Byram called the meeting to order at 7:00 p.m. All Council Members were present for Roll Call. The Invocation was given by Gloria Troy, of the Bahai'i Faith, after which the Pledge of Allegiance was said in unison.

1. **APPROVAL OF MINUTES (December 18, 2000)**

Spear made a MOTION to approve the Minutes as written. The Motion was SECONDED by Johnston and UNANIMOUSLY APPROVED.

2. *APPOINTMENTS*

–Building Bd of Appeals

Terms of three members expired at the end of 2000, with only one person, Wayne Davis, eligible for reappointment.

The Building Board of Appeals met on December 19, 2000 and recommended reappointing Wayne Davis to a second three year term, and appointing Ron Linn and Clifford Smith to three year terms. Terms of all three would expire in December 2003.

Johnston made a MOTION to reappoint Wayne Davis to a second three year term, expiring in December 2003. The Motion was SECONDED by French. Spear asked Staff if they had in fact contacted Mr. Davis and confirmed his willingness to be reappointed. Staff confirmed this and the Motion was then UNANIMOUSLY APPROVED.

The local contractors have recommended the appointment of Jeffrey Diggs, Rex Ruge and Toby Orr.

McVey nominated Jerry Hawkins for appointment to the Building Board of Appeals. Johnston nominated Toby Orr. Gates nominated Ron Linn.

Johnston made a MOTION to close the nominations. Moon SECONDED the Motion and it was UNANIMOUSLY APPROVED.

Mayor Byram asked for a show of hands to vote on each candidate. There were three (3) votes for Hawkins. There were six (6) votes for Toby Orr and six (6) votes for Ron Linn.

Johnston made a MOTION to appoint Toby Orr and Ron Linn to three year terms on the Building Board of Appeals, with the terms expiring in December 2003. The Motion was SECONDED by Spear and UNANIMOUSLY APPROVED.

–Parks & Recreation Commission

The Parks and Recreation Commission had three seats becoming vacant at the end of 2000. Two members, Gary Dykman and Jack Steele are completing their first three year appointments and are eligible for reappointment to second three year terms.

The Commission recommends appointing David Allen to his first three year term, expiring in December 2003. The Commission further recommends reappointing Gary Dykman and Jack Steele to second terms, expiring in December 2003.

Spear made a MOTION to appoint David Allen to a three year term, and to reappoint Gary Dykman and Jack Steele to second terms, all three terms expiring in December 2003. The Motion was SECONDED by Gates and was UNANIMOUSLY APPROVED.

–Volunteer Firefighters Retirement Bd - acknowledgment of elected members

The volunteer member terms for the Volunteer Firefighter Pension Board were up for appointment. The membership voted to re-appoint Chuck Casson and Wiatt Wong to the Board, and both have stated they would be willing to serve another term.

The recommendation of the Board is to reappoint both Chuck Casson and Wiatt Wong.

Johnston made a MOTION to reappoint Chuck Casson and Wiatt Wong to second four year terms. The Motion was SECONDED by French and UNANIMOUSLY APPROVED.

3. *CONSENT AGENDA*

a) *Special Event Liquor License application for the Kingman Area Chamber of Commerce for their 9th Annual Wine & Cheese Tasting fund raiser, to be held at the Powerhouse on February 3, 2001 beginning at 5:00 pm*

b) *Liquor License application - Series 12*
–Deborah Rose Barry, dba Mad Dog's Bar & Grill, 1420 E. Andy Devine

c) *Resolution No. 3593*
–granting a right-of-way entry & utility license to Citizens Communications Co across a por of Lot 19, Blk R, Lake Mohave Country Club Estates Unit 3, to allow them to construct and maintain utility lines across City owned property

d) *Resolution No. 3594*
–replacing Resolution No. 3579;
–deferring the required Stockton Hill Road & the Sierra Vista street improvements adjacent to 4255 Stockton Hill at Sierra Vista Ave, adjacent to Lake Mohave Country Club Ests, Blk Q, Lt 18; and
–accepting a bond as an assurance. This request was made by S.B.A., Inc.

e) *Authorizing the Mayor to sign an intergovernmental agreement [JPA 00-186] with ADOT for the Mohave Wash Multi-Use Pathway Project #TEA-KNG-0(5)P in the grant amount of $500,000 with a 5.7% local match of $28,500*

f) *Authorizing the Mayor to sign an intergovernmental agreement with Mohave County to provide for adult supervised probation services for Municipal Court referred clients*

g) *Resolution No. 3595*
–final subdivision plat for 2002 Professional Office Condominiums, Tract 1969

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APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 3rd day of JANUARY, 2000.

City Attorney

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
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MAIN PHONE: (602) 542-5025
FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR00- 2177TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED January 24, 2001.

JANET NAPOLITANO
Attorney General

Susan E. Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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