PINETOP-
LAKESIDE
SANITARY
DISTRICT

P.O. BOX 766
PINETOP, ARIZONA 85935
(602) 336-3658

54-79

June 4, 1979

Board of Supervisors
Navajo County Governmental Complex
Holbrook, Arizona 86025

Re: Blue Ridge Sewer Improvement District

Gentlemen:

You have asked the Board of Directors of the Pinetop-Lakeside Sanitary District to act in an advisory capacity in regard to certain decisions and actions that need to be taken to speed up the activities of the Blue Ridge Sewer Improvement District.

There are some routine preliminary steps to be taken to get the ball rolling such as filing the A-95 Review with the state Clearinghouse, pre-application for bonding consideration by FmHA, etc. The types of things we refer to are those that do not require formal action by your Board but are necessary to the progress of the Improvement District.

We feel it would be advantageous if the Board of Supervisors would authorize John G.Gliege, attorney, to process and sign such forms, applications, etc. as do not require a formal action of the Board of Supervisors.

Sincerely,

A.C. Hunt
District Manager

ACH:lhl

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RESOLUTION NO. 54-79

BLUE RIDGE SEWER IMPROVEMENT DISTRICT

WHEREAS, the Blue Ridge Sewer Improvement District hasbeen divided into a number of proposed Assessment Areas; and

WHEREAS, within Assessment Area 5B1 a Petition pursuant to A.R.S. Section 11-714 has been circulated and filed with the Clerk of the Board of Supervisors, signed by the owners of a majority of the frontage of the property fronting on the proposed improvement; and

WHEREAS, in order to adopt a Resolution of Intention it is necessary that the Board of Directors designate a District Engineer and have plans and specifications and estimates of the costs and expenses of the improvement prepared by the Engineer and estimates of the assessments must be prepared and filed with the Clerk of the Board of Supervisors;

THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of the Blue Ridge Sewer Improvement District finds that the Petition pursuant to A.R.S. Section 11-714 to authorize expenditures is in good and proper form and substance, and sufficient and it conforms in all respects to the requirements of A.R.S. Section 11-714; and further that the Engineering Firm of Lowry & Associates is hereby authorized pursuant to the attached Contract to proceed with the work necessary prior to the adoption of the Resolution of Intention to order the improvments pursuant to A.R.S. Section 11-711 for Assessment Area 5B1

BE IT FURTHER RESOLVED THAT John G. Gliege, the attorney for the Blue Ridge Sewer Improvement District shall be authorized to work with the Engineers in preparation of the necessary documents and the Resolution of Intention to order the improvement.

ADOPTED THIS 18 day of September, 1979.

Norman W. Turley

Johnny L. Butler

Charles H. Potter

AGREEMENT FOR GENERAL ENGINEERING SERVICES

BETWEEN BLUE RIDGE SEWER IMPROVEMENT DISTRICT, ASSESSMENT AREA AND LOWRY AND ASSOCIATES

THIS AGREEMENT made and entered into this _____ day of _____, 1979, by and between the BLUE RIDGE SEWER IMPROVEMENT DISTRICT on behalf of Assessment Area No. _____, hereinafter referred to as "District", and LOWRY AND ASSOCIATES, a California corporation, formed under and existing pursuant to the laws of the State of California and the State of Arizona, hereinafter referred to as "Engineer".

W I T N E S S E T H:

WHEREAS, District and Engineer desire to execute an Agreement in regard to such engineering services as District may desire to obtain from Engineer from time to time; and

WHEREAS, District contemplates construction of sewerage facilities known as local collector sewers, pump stations and force mains and lateral sewer connections which will connect to the sewerage facilities owned and operated by the Pinetop-Lakeside Sanitary District, and

WHEREAS, Engineer was selected by a committee from the Blue Ridge Homeowners Association which represents homeowners within the District, to provide engineering services for the District, and

WHEREAS, Engineer has represented to the District that it has available adequate personnel who are well qualified by reason of education and experience for the required engineering services, and

WHEREAS, Engineer has incurred certain expenses involved in the formation of the Assessment Area, and

WHEREAS, it is the desire of the District and Engineer to set forth an understanding relative to compensation to be paid Engineer for such services, as well as other related matters;

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

SECTION I: EMPLOYMENT

The District hereby employs Engineer to furnish the services hereinafter mentioned at and for the compensation herein stipulated and Engineer hereby accepts such employment and terms herein stipulated.

SECTION II: SERVICES BY ENGINEER

The services required or previously completed by Engineer under this Agreement are those described as follows:

(A) Assessment Area formation services which include (1) preparation of a legal description of the Assessment Area boundaries; (2) compilation of property ownership records within Assessment Area; (3) verification of property ownership during petition signing process; and (4) attendance at public meetings and hearings as a representative of the District.

(B) Design of necessary sewerage facilities known as local collector sewers, pump stations and force mains and lateral sewer connections within the Assessment Area for use and benefit by those properties within the Assessment Area and assessment spreading.

(C) Contract Administration and Inspection during the construction of the necessary sewerage facilities.

(D) Basic engineering support services that may be required by the Assessment Area from time to time to implement the sewerage program.

SECTION III: EFFECTIVE DATE, TIME PERIOD & TERMINATION OF AGREEMENT

This Agreement shall become effective on the date of the last party to sign. The last party to sign shall insert and initial the effective date on page one of this Agreement, but failure to do so, or correctly to do so, does not change the effective date.

This Agreement shall remain effective until terminated by District or Engineer.

District or Engineer, in the sole discretion of each, may terminate this Agreement by giving ten (10) days prior written notice. In such event, District shall forthwith pay Engineer in full for all work previously authorized and completed. Uncompleted work shall be paid for on a pro-rata basis determined by District based on the value of the completed work.

SECTION IV: PAYMENT TO ENGINEER

For performance as provided in this Agreement, District, on behalf of the Assessment Area, shall pay Engineer as follows:

(A) Formation Services: For the engineering services described in Section II(A) above, the District shall pay Engineer an actual fee determined in accordance with the Engineer's Standard Schedule of Compensation effective at the time work is performed (current Schedule is January 1, 1979, and attached hereto and marked Exhibit "A"). All costs incurred by Engineer shall be submitted to District for approval within thirty (30) days of the effective date of this Agreement.

(B) Design: For services described in Section II(B), the District shall pay Engineer a fee of 12.5% of the estimated/actual construction cost.

(C) Contract Administration & Inspection: For engineering services described in Section II(C), the District shall pay Engineer an actual fee determined in accordance with the Engineer's Standard Schedule of Compensation at the time work is performed (current Schedule is January 1, 1979 and attached hereto and marked Exhibit "A").

(D) Basic Engineering Support Services: For the services described in Section II(D) above, the District shall pay the Engineer a multiple of 2.4 times the Engineer's direct salary rate. This cost includes compensation to the Engineer for general overhead and local travel costs normally associated with the required engineering serivces. Additional expenses including, but not limited to out-of-town travel, lodging, special equipment rental and other related costs, will be paid to Engineer at actual cost plus ten percent (10%) for handling.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate of the date set opposite their names.

LOWRY AND ASSOCIATES

By:_____ Date_____
Bruce E. Witcher

By:_____ Date_____
Donald J. Martinson

BLUE RIDGE SEWER IMPROVEMENT DISRICT
ON BEHALF OF ASSESSMENT AREA _____

By:_____ Date_____

By:_____ Date_____

APPROVED AS TO FORM:

By:_____
John G. Gliege, Attorney

Exhibit "A"

JANUARY 1, 1979

STANDARD SCHEDULE OF COMPENSATION

Applicable for Services Furnished on Per Hour Basis

CLASSIFICATION	PER HOUR
Senior Principal Engineer.....	$ 59.00
Principal Engineer.....	$ 50.00
Senior Engineer.....	$ 44.00
Senior Planner.....	$ 44.00
Senior Scientist.....	$ 44.00
Engineer.....	$ 34.00
Resident Engineer.....	$ 34.00
Planner.....	$ 32.00
Computer Programmer.....	$ 29.00
Assistant Engineer.....	$ 26.00
Senior Draftsman.....	$ 26.00
Senior Inspector.....	$ 24.00
Construction Inspector.....	$ 21.00
Draftsman.....	$ 21.00
Computer Operator.....	$ 21.00
Engineering Technician.....	$ 13.00
Technical Report Preparation.....	$ 14.00
2-Man Survey Crew.....	$ 38.00
3-Man Survey Crew.....	$ 47.00
Computer Time, Reproduction, Electronic Distance Measuring Equipment and other Approved Outside Services.....	Billed at Actual Cost Plus 10%
Incidental Expenses.....	Above Fees Include Incidental Costs for Local Transportation, Telephone Costs. etc.
Travel Costs.....	Air, Bus and Taxi, Lodging and other Related Travel Costs Billed at Actual Cost

Minimum daily charge for Court testimony as an expert witness is $650.00. Preparation for a Court case will be charged at regular hourly rates.

RESOLUTION NO. 79-14

PINETOP-LAKESIDE SANITARY DISTRICT

THAT WHEREAS, the residents of the Blue Ridge Sewer Improvement Disrict have previously authorized a study of the division of the District into a number of proposed Assessment Areas; and

WHEREAS, Petitions to authorize expenditures pursuant to A.R.S. Section 11-714 have been circulated within said proposed Assessment Areas; and

WHEREAS, within Assessment Area 5B1, signatures of the owners of a majority of the frontage of the property along the proposed improvement have signed a Petition authorizing the expenditures by the Blue Ridge Sewer Improvement District; and

WHEREAS, prior to the adoption of a Resolution of Intention to construct the proposed improvements, certain plans, specifications and estimates of assessments must be prepared and an Engineer must be appointed by the District for the project;

THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of the Pinetop-Lakeside Sanitary District hereby recommends to the Board of Directors of the Blue Ridge Sewer Improvement District that they adopt the attached Resolution accepting the Petition to authorize expenditures for Assessment Areas 5B1, and further authorize of Lowry & Associates to proceed with the work necessary prior to the adoption of the Resolution of Intention to order the improvement pursuant to A.R.S. Section 11-711.

ADOPTED THIS 13th day of September, 1979.

/s/ J. G. Peterson
J. G. Peterson, Chairman

ATTEST:

/s/ Kent Rhoton
Kent Rhoton, Secretary