

RESOLUTION NO. 14-89

A RESOLUTION OF THE NAVAJO COUNTY
BOARD OF SUPERVISORS GRANTING/~~DENYING~~

A SPECIAL USE PERMIT

SECTION 1. The Navajo County Board of Supervisors does hereby acknowledge that a petition was duly filed by JANET JOHNSON, requesting a Special Use Permit to operate a ceramics shop and kiln located on the following described property:

PART OF PARCELS 212-18-031B AND C, LOCATED IN THE NE $\frac{1}{4}$, NE $\frac{1}{4}$, SECTION 22, T9N-R22E, G&SRM, NAVAJO COUNTY, ARIZONA. THE END OF MULHOLLAND DRIVE NR LAKESIDE.

For the purpose of:

Operating a ceramics shop and kiln

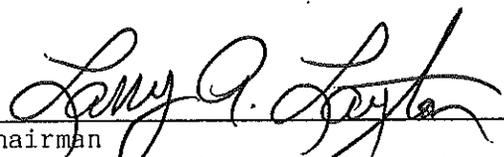
SECTION 2. The Board of Supervisors, after a duly noticed public hearing having been held, has reviewed the aforementioned request for a Special Use Permit and having also considered the recommendation by the Planning Commission, has determined that the requested Special Use Permit be GRANTED/~~DENIED~~ for the following reasons:

See attached Stipulations and attached Site Plan

SECTION 3. If granted, this permit hereby allowed is conditional upon the privileges being utilized within six (6) months after the effective date thereof, and if they are not utilized or construction work begun within said time the authorization shall become void, and all privilege or permit granted shall be deemed to have elapsed. This action shall become final and effective thirty (30) days after the adoption of this resolution unless during that time a written appeal is submitted by any person to the Board of Supervisors.

SECTION 4. If the Board of Supervisors does hereby deny the said requested Special Use Permit and declines to grant same, this action shall become final and effective thirty (30) days after the date of adoption of this Resolution unless during that time an appeal specifying new evidence bearing upon this matter is submitted in writing to the Board of Supervisors.

APPROVED AND ADOPTED this 14th day of February, 1989.


Chairman
Navajo County Board of Supervisors

ATTEST:


Clerk of the Board

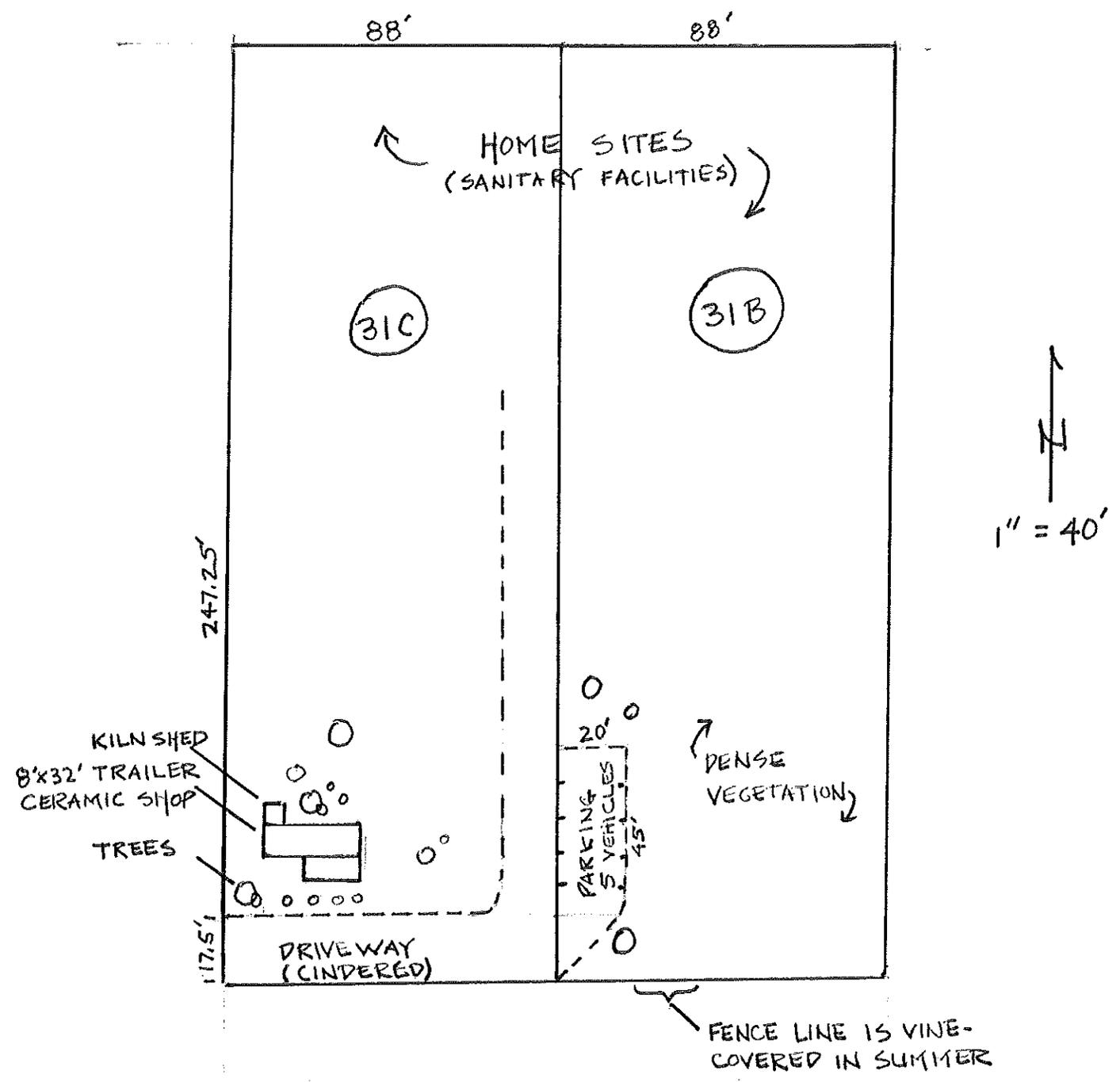
BOARD OF SUPERVISORS' RESOLUTION NO: 14-89

Dated: February 14, 1989

STIPULATIONS

1. No off-site signs be permitted;
2. No outside storage of equipment be permitted;
3. Some type of parking barriers be provided so that there is order to the parking.

SITE PLAN



SPECIAL USE PERMIT -- CERAMIC SHOP & KILN	
JANET JOHNSON -- APN 212-18-031B,C	
CONDITIONS: 1) NO OUTSIDE STORAGE 2) DELINEATED PARKING AREA 3) MAINTAIN SCREENING AS EXISTS 4) NO OFFSITE SIGNING	
APPROVALS:	
 CHAIR - PLANNING COMMISSION	- 1/19/89 / CHAIR - BOARD OF SUPERVISORS
DATE	DATE

3/9/89 P/L San. Dist.
eng.
3/10/89
WCR

NDC

NAVAJO COUNTY, ARIZONA
RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH
PINETOP-LAKESIDE SANITARY DISTRICT CONCERNING REPAVING OF ROADS IN
PINETOP COUNTRY CLUB SEWER IMPROVEMENT DISTRICT 89-B

WHEREAS, the Board of Supervisors of NAVAJO COUNTY, ARIZONA have reviewed the proposed Intergovernmental Agreement, hereto attached; and

WHEREAS, the purpose of said Intergovernmental Agreement is to provide for repaving of roads within Pinetop Country Club Sewer Improvement District 89-B at the lowest possible cost to Navajo County and to the Pinetop-Lakeside Sanitary District; and

WHEREAS, upon the recommendation of its County Engineer, the Board of Supervisors desires to approve said Intergovernmental Agreement.

NOW THEREFORE, BE IT RESOLVED by said Board of Supervisors of NAVAJO COUNTY, ARIZONA:

1. That said Intergovernmental Agreement, as attached hereto, be and hereby is approved.
2. That if and when said Intergovernmental Agreement is also approved by the Board of Directors of Pinetop-Lakeside Sanitary District, the same and approving Resolutions and Certificates of Attorney, shall be recorded with the Recorder of Navajo County, Arizona, by the Pinetop-Lakeside Sanitary District prior to the bond closing for Pinetop Country Club Sewer Improvement District 89-B.

APPROVED AND ADOPTED by the the Board of Supervisors, NAVAJO COUNTY, ARIZONA this 6th day of February, 1989.

NAVAJO COUNTY, ARIZONA

BY: [Signature]
Chairman

ATTEST:

[Signature]
Clerk

InterApp. CSH/PLSD

MICROFILMED
INDEXED



FEE # 89 02777

RECORDED AT THE REQUEST OF
Navajo County Board of Supervisors
ON FEB 28 89 - 11 35 AM

IN DOCKET 945 PAGE(S) 464-474 Incl.
OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA
JAY H. TURLEY, RECORDER

INTERGOVERNMENTAL AGREEMENT BETWEEN PINETOP-LAKESIDE SANITARY DISTRICT AND
NAVAJO COUNTY REGARDING PAVING OF ROADS WITHIN PINETOP-LAKESIDE SANITARY
DISTRICT'S PINETOP COUNTRY CLUB SEWER IMPROVEMENT DISTRICT 89-B

This Intergovernmental Agreement made and entered into this 6th day of February, 1989 by and between Navajo County, a political subdivision of the State of Arizona acting through its Board of Supervisors (the County), and the Pinetop-Lakeside Sanitary District, an Arizona Municipal Corporation organized pursuant to Arizona Revised Statutes Title 48, Chapter 14, acting through its Board of Directors (the District). This Intergovernmental Agreement is authorized pursuant to Arizona Revised Statutes, Section 11-951 et seq.

WITNESSETH

WHEREAS, the Pinetop-Lakeside Sanitary District is currently involved in a project installing collector sewers and appurtenant facilities in an area of the District known as the Pinetop Country Club Sewer Improvement District 89-B, in the area shown on the attached map and legal description; and

WHEREAS, the Pinetop-Lakeside Sanitary District plans to install some of the collector sewers and appurtenant facilities within the paved roads of Pinetop Country Club Sewer Improvement District 89-B; and

WHEREAS, the contract documents for installing the collector sewers and appurtenant facilities at present require the paved roads to be returned to their pre-sewer installation condition; and

WHEREAS, Navajo County had planned to re-pave the existing paved roads within the Pinetop Country Club Sewer Improvement District 89-B boundaries during the 1988 or 1989 construction seasons; and

WHEREAS, if the County had continued with its plan to pave during the 1988 or 1989 construction seasons, the District would be tearing up recently paved sections and patching those same sections following installation of collector sewers and appurtenant facilities.

THEREFORE THE PARTIES HERETO STIPULATE, COVENANT AND AGREE AS FOLLOWS:

ARTICLE I PURPOSE

The District and the County wish to make an agreement whereby the District will tear up the old pavement, install collector sewers and appurtenant facilities as required, return the road to an acceptable graveled state and the County will then re-pave the roads during the 1990 construction season.

ARTICLE II DURATION

Section 1 Effective Date

This Agreement shall only become effective if the District enters into a contract with a successful bidder to install collector sewers in the Pinetop Country Club Sewer Improvement District 89-B and obtains the necessary financing to pay the costs of the project through the collection of prepaid assessments and the issuance and sale of Pinetop Country Club Sewer Improvement District 89-B special assessment bonds; the date of the bond sale to be the effective date of this Agreement.

Section 2 Termination

This Agreement shall terminate at the time the County files a Notice of Completion for re-paving of the roads within Pinetop Country Club Sewer Improvement District 89-B, but no later than October 1, 1990 unless extended by the District and the County in accordance with A.R.S. Section 11-952(G).

ARTICLE III RESPONSIBILITIES

Section 1 District's Responsibilities

1. The District shall issue an addendum informing the prospective bidders of the existence of this Agreement and its effect on the successful bidder's responsibilities.
2. The District agrees to transfer to the County a minimum sum of \$100,000.00 for street repairs.
3. If the bid accepted by the District for the project is at least \$170,000.00 below the Engineer's Estimate of the cost of construction of the project (see copy of Engineer's Estimate attached hereto), the District will pay the County \$170,000.00. In no event shall the money paid by the District to the County exceed \$170,000.00.
4. If the bid accepted by the District is between \$100,000.00 and \$170,000.00 below the Engineer's Estimate of construction cost, the amount by which it is under the Engineer's Estimate shall be paid to the County. In no event shall the sum of the bid for construction and the amount transferred to the County exceed the official estimate.
5. The District shall transfer the appropriate sum (as determined under the provisions of the three preceding paragraphs) to the County at the time a Certificate of Completion is issued for the project.

6. The District shall require testing and perform construction inspections sufficient to insure compliance with material and compaction specifications as set forth in the specifications for the project.
7. The District will require its Construction Contractor to have all roadways, including materials, compaction, and appearance, in a condition satisfactory to the District and to the County at the time of final inspection of the project as defined in the contract documents.

Section 2 County's Responsibilities

1. The County shall repave the roads within Pinetop Country Club Sewer Improvement District 89-B during the 1990 construction season.
2. The County will use the sum transferred by the Pinetop-Lakeside Sanitary District under this Agreement for re-paving of roads within the Pinetop Country Club Sewer Improvement District 89-B, and for no other purpose.
3. The County will accept and resume maintenance of the roads within the project area immediately upon completion of construction of the sewer project as evidenced by the issuance of a Certificate of Completion by the District's Engineer.
4. The County will not require the District nor its contractor to warrant the condition of the road for one year following the completion of the project.
5. The County will relieve the District from any obligation to maintain, restore, or replace, any roadway materials except for cases of gross negligence after final inspection of the collector sewer construction project by the County. Inspection will occur within one month of the issuance of the Certificate of Completion by the District.

ARTICLE IV GENERAL PROVISIONS

1. Parties to this Agreement agree that this Agreement touches and concerns the lands described herein and that this Agreement shall be binding on their respective assigns, heirs and successors in interest.
2. The District and the County mutually agree that this Agreement represents the entire Agreement between the parties for the re-paving of the streets within Pinetop Country Club Sewer Improvement District 89-B. This Agreement may be altered, amended or repealed only by duly executed written instruments signed by all parties hereto or an order or judgment of a court of competent jurisdiction, and no action by a party shall constitute a waiver of any of the terms hereof.

3. This Agreement shall be administered and interpreted under the laws of the State of Arizona. Jurisdiction and venue arising out of the Agreement shall be in the Superior Court of the State of Arizona, in and for the County of Navajo. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws but the remainder of this Agreement shall be in full force and effect. The prevailing parties in any dispute or litigation arising out of this Agreement shall be entitled to reasonable attorney's fees and costs in any such dispute or litigation.
4. This Agreement shall be recorded with the Navajo County Recorder as provided in Arizona Revised Statutes Section 11-952(G). Cost of recording shall be paid by the Pinetop-Lakeside Sanitary District.

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

NAVAJO COUNTY

BY: Larry A. Lytle
Chairman

ATTEST:

Sharon A. Heens

PINETOP-LAKESIDE SANITARY DISTRICT

BY: Carolyn A. Witten
Chairman

ATTEST:

[Signature]
Intergov. Nav/PLSD
2/2/89 tb

EXHIBIT I

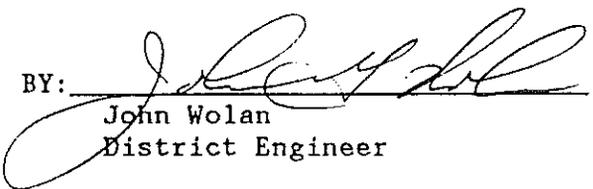
PINETOP-LAKESIDE SANITARY DISTRICT
PINETOP COUNTRY CLUB
SEWER IMPROVEMENT DISTRICT 89-B

ESTIMATE

TOTAL ESTIMATED CONSTRUCTION COST	\$ <u>1,457,780.00</u>
CONSTRUCTION CONTINGENCY	<u>69,220.00</u>
ESTIMATED INCIDENTALS:	
A. Engineering	<u>120,000.00</u>
B. Legal	
1. Bond Opinion	<u>15,000.00</u>
2. Condemnations and all other legal services	<u>15,000.00</u>
C. Other	
1. District Administration	<u>21,000.00</u>
2. Condemnations	<u>10,000.00</u>
3. Printing, Advertising, and Registration	<u>14,500.00</u>
4. Financial Advisor	<u>17,500.00</u>
5. Annexation Fees	<u>400,323.00</u>
CAPITALIZED INTEREST	<u>60,000.00</u>
TOTAL ESTIMATE	\$ <u>2,200,323.00</u>

Respectfully submitted,

PINETOP-LAKESIDE SANITARY DISTRICT

BY: 

John Wolan
District Engineer

PINETOP-LAKESIDE SANITARY DISTRICT
RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH
NAVAJO COUNTY, ARIZONA CONCERNING REPAVING OF ROADS WITHIN
PINETOP COUNTRY CLUB SEWER IMPROVEMENT DISTRICT 89-B

WHEREAS, the Board of Directors of PINETOP-LAKESIDE SANITARY DISTRICT has reviewed the proposed Intergovernmental Agreement, hereto attached; and

WHEREAS, the purpose of said Intergovernmental Agreement is to provide for repaving of roads within Pinetop Country Club Sewer Improvement District 89-B at the lowest possible cost to the District and to Navajo County; and

WHEREAS, upon the recommendation of its Manager, the Board desires to approve said Intergovernmental Agreement.

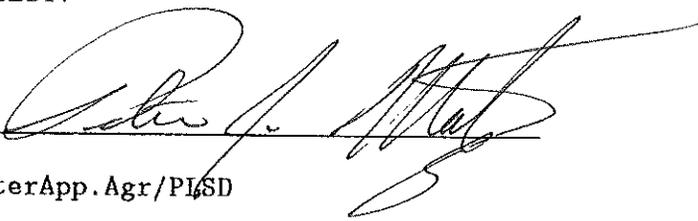
NOW THEREFORE, BE IT RESOLVED by said Board of Directors:

1. That said Intergovernmental Agreement, as attached hereto, be and hereby is approved.
2. That if and when said Intergovernmental Agreement is also approved by the Board of Supervisors of Navajo County Arizona, the same and approving Resolutions and Certificates of Attorney shall be filed with the Recorder of Navajo County, Arizona, prior to the bond closing for Pinetop Country Club Sewer Improvement District 89-B.

APPROVED AND ADOPTED by the Board of Directors of PINETOP-LAKESIDE SANITARY DISTRICT this FEBRUARY 7th, 1989.
PINETOP-LAKESIDE SANITARY DISTRICT

BY: Carolyn A. Wittke
Chairman

ATTEST:

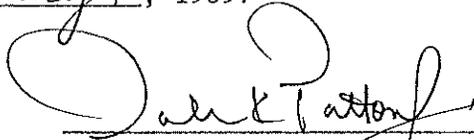


InterApp. Agr/PLSD

CERTIFICATE OF ATTORNEY

I, the undersigned County Attorney of NAVAJO COUNTY, ARIZONA, having examined an Intergovernmental Agreement between Navajo County, Arizona and Pinetop-Lakeside Sanitary District concerning repaving of roads within Pinetop Country Club Sewer Improvement District 89-B, do hereby certify that I have determined, pursuant to A.R.S. Section 11-952D, that the Intergovernmental Agreement is in proper form and is within the powers and authority granted under the Laws of the State of Arizona to Navajo County, Arizona.

DATED this 6th day of February, 1989.



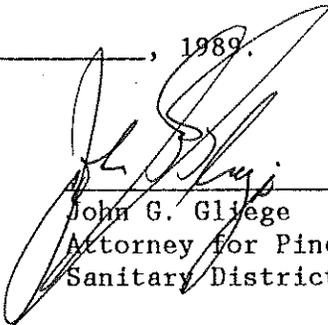
Dale Patton, County Attorney
Navajo County, Arizona

CertAtrn.CSH/PLSD

CERTIFICATE OF ATTORNEY

I, the undersigned Attorney for PINETOP-LAKESIDE SANITARY DISTRICT, having examined an Intergovernmental Agreement between Navajo County, Arizona and Pinetop-Lakeside Sanitary District concerning repaving of roads within Pinetop Country Club Sewer Improvement District 89-B, do hereby certify that I have determined, pursuant to A.R.S. Section 11-952D, that the Intergovernmental Agreement is in proper form and is within the powers and authority granted under the Laws of the State of Arizona to Pinetop-Lakeside Sanitary District.

DATED this FEBRUARY 7th, 1989.



John G. Gliege
Attorney for Pinetop-Lakeside
Sanitary District

LAW OFFICE OF JOHN G. GLIEGE
125 East Elm Avenue
Flagstaff, Arizona 86001
Phone: (602) 779-3674

CertAtrn/PLSD

EXHIBIT A

PINETOP COUNTRY CLUB SEWER IMPROVEMENT DISTRICT 89-B
LEGAL DESCRIPTION

The coterminous exterior boundaries of the entire composite and consolidated territory, including streets, easements, common areas, and public places, consisting of:

- a. The portion of the subdivision shown on the plat recorded in Navajo County Records Book 211, Map 41, Lots 1-55, 59-92, and 108 149. Plus Ponderosa Domestic Water Improvement District Parcel.
- b. The portion of the subdivision shown on the plat recorded in Navajo County Records Book 211, Map 42, Lots 173-233 and 475-484, Except Lot 193.
- c. The portion of the subdivision shown on the plat recorded in Navajo County Records Book 211, Map 54, Lots 50-60 and 81-138.
- d. The portion of the subdivision shown on the plat recorded in Navajo County Records Book 211, Map 60, Lots 1-84.
- e. The portion of the subdivision shown on the plat recorded in Navajo County Records Book 211, Map 71, Lots 175-178.

PINETOP COUNTRY CLUB SEWER IMPROVEMENT DISTRICT 89-B

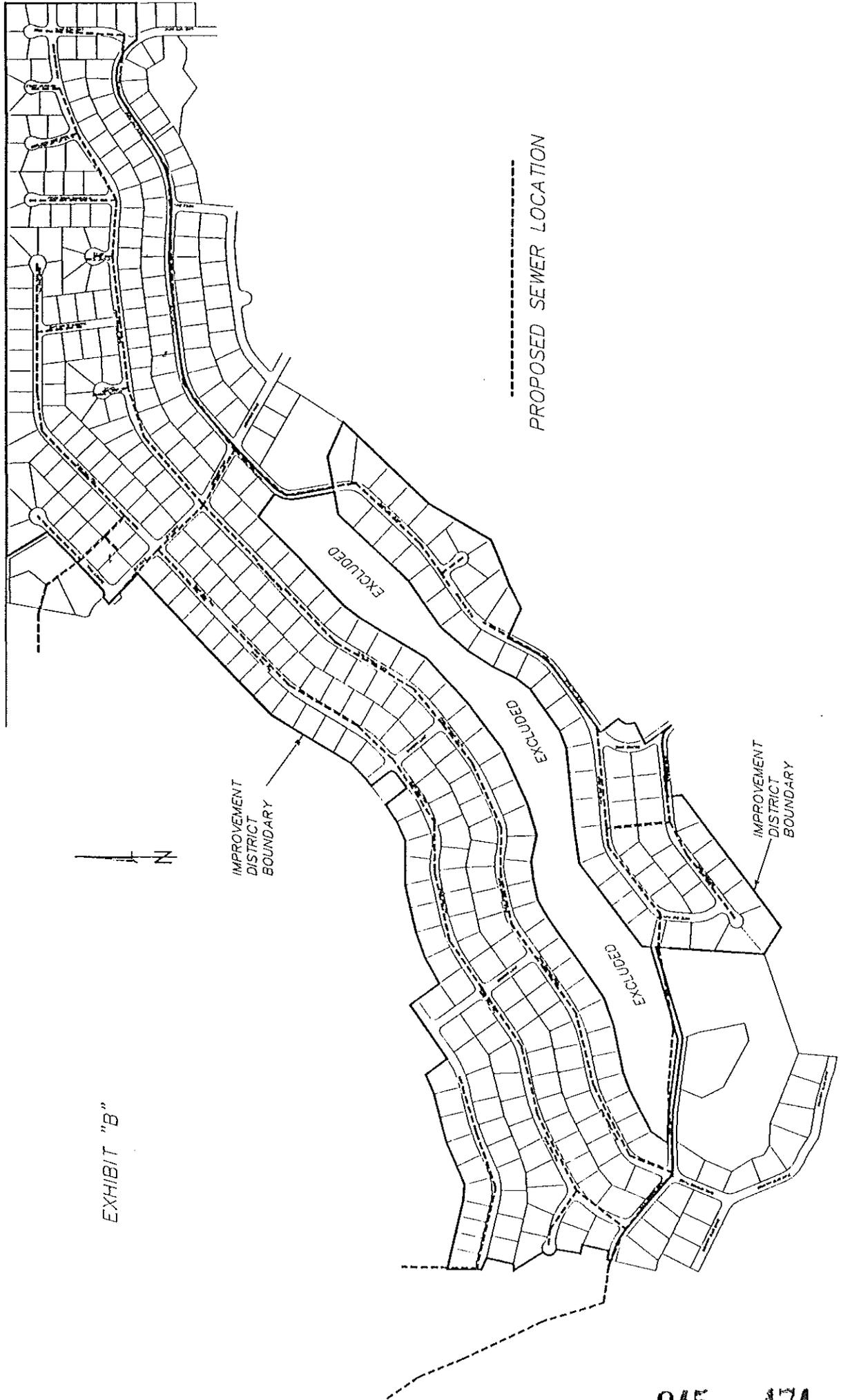


EXHIBIT "B"