

RESOLUTION NO. 36-90

MOUNTAIN HOMES UNIT II COUNTY ROAD IMPROVEMENT DISTRICT

A RESOLUTION TENTATIVELY AWARDING CONTRACT, APPROVING THE DIAGRAM AND THE FORM OF THE NOTICE OF AWARD AND THE FORM OF THE NOTICE INVITING PROPOSALS FOR THE PURCHASE OF BONDS, ACKNOWLEDGING THE RECORDING OF THE ASSESSMENT, PROVIDING THAT DEMANDS FOR ASSESSMENTS BE MADE, PROVIDING FOR NOTICE OF HEARING ON ASSESSMENTS AND APPOINTING A FINANCIAL ADVISOR

WHEREAS, the Board of Directors (the "Board") of the Mountain Homes Unit II County Road Improvement District (the "District") adopted a Resolution ordering certain work to be done within the District; and

WHEREAS, a Notice of Passage of the Resolution Ordering Work and Inviting Bids was posted and published as required by law; and

WHEREAS, sealed bids having been opened and read in accordance with A.R.S. Section 48-922 at the time and place provided for in the invitation for bids on a contract for the performance of certain work consisting of the improvement of certain roads within the District, and it has been determined upon the finding and report of the Superintendent of Streets that Surface Contracting, Inc is the lowest qualified bidder; and

WHEREAS, on April 9, 1990, the Board of Directors adopted a Resolution Ordering Improvements in Mountain Homes Unit II County Road Improvement District as described in the Resolution of Intention to grade, fill and pave roads within the District adopted on March 5, 1990; and

WHEREAS, the proceedings are being held in accordance with Title 48, Chapter 6, Article 1, Arizona Revised Statutes; and

WHEREAS, there has been prepared a diagram as required by A.R.S. Section 48-927 and an Assessment levied against the lots and parcels of property within the District; and

WHEREAS, a contract for the construction of the work has been awarded this date, subject to the terms and conditions thereof to the above-named bidder whose bondsman is Merchants Bonding Co, for the amount of \$196,884.00; and

WHEREAS, the Notice of Award of Contract and the Notice Inviting Proposals for Purchase of Bonds have been presented to the Board; and

WHEREAS, the Assessment, a copy of which is attached hereto and incorporated herein by reference has been recorded in the Office of the Superintendent of Streets, which Assessment covers the cost of the project plus incidentals for a total amount of \$305,000; and

WHEREAS, in order to assist with the marketing, sale and secondary marketing of the Bonds of the District for this project, it is in the best interest of the District to engage the service of a financial consultant or advisor.

THEREFORE, BE IT RESOLVED THAT:

1. It is hereby ordered this 14th day of May, 1990, that the contract be awarded to Surface Contracting, Inc., in accordance with the bid submitted, in an amount not to exceed \$196,884.00 and that the same be entered into in accordance with law by the Superintendent of Streets on June 7, 1990, if no objections have been filed.
2. The contract and all work done thereunder shall be in accordance with the plans and specifications prepared by the District's Engineer, said plans and specifications having been heretofore filed with the Clerk of the District. Any change orders must be approved by this Board.
3. This award is contingent upon the payment of assessments and upon the sale of Bonds by the District in sufficient amount to pay the costs of said improvements and all incidental expenses. The issuance of the Notice to Proceed with the work shall be deemed a waiver of this contingency, and said Notice shall only be issued after the Bonds are sold and monies are collected.
4. The Clerk of this Board shall execute the Notice of Award, the form of which is hereby approved, and shall cause the same to be published one (1) time in the White Mountain Independent, a semi-weekly newspaper published and of general circulation in Navajo County, as required by A.R.S. Section 48-923.

BE IT FURTHER RESOLVED THAT:

1. The diagram heretofore filed for Mountain Homes Unit II County Road Improvement District, a copy of which is incorporated herein by reference, is hereby approved in all respects; and the recording of the Assessment, a copy of which is attached and which is approved, is acknowledged.

2. That the Board of Directors shall give notice of a time when it will hear and pass upon the Assessment and the proceedings had and taken, as required by A.R.S. Section 48-928(E); a copy of said Notice being attached hereto and incorporated herein by reference.
3. That at any time after the recording of the return of the Assessment as set forth in A.R.S. Section 48-935(C), Bonds will be issued to represent unpaid Assessments.
4. That the Board of Directors hereby reaffirms its position set forth earlier in these proceedings and in the Resolution forming said District and the Resolution of Intention to grade, fill and pave roads within the District that each parcel set forth in the Assessment will be benefitted by the improvements to be constructed.
5. The Assessment includes the sum due for the work performed and specified in the Contract and incidental expenses of said work and Assessment.
6. The form of the Assessment is approved and the Superintendent of Streets is authorized to record the same.
7. All Assessment installments shall be collected in the manner provided for the collection of County taxes, pursuant to A.R.S. Section 48-946.
8. The Form of the Notice Inviting Proposals for the Purchase of the Bonds is hereby approved and the Clerk is authorized to execute the same. Such form may be amended prior to its execution upon the advice and consent of bond counsel.
9. That the firm of Peacock, Hislop, Staley and Given, Inc. is hereby designated the financial advisor to the District, with the consent and understanding of the District that the financial advisor may offer to purchase, and may purchase any Bonds issued and sold by the District.

APPROVED AND ADOPTED this 14th day of May, 1990.

MOUNTAIN HOMES UNIT II COUNTY
ROAD IMPROVEMENT DISTRICT

BY: Marlin E. Gillespie
Chairman

ATTEST:

Suzanne J. Green
Clerk

APPROVED AS TO FORM:

AWDCONTR. RES/MTHOMES

MOUNTAIN HOMES UNIT II COUNTY ROAD IMPROVEMENT DISTRICT

ASSESSMENT

IN THE MATTER OF MOUNTAIN HOMES UNIT II COUNTY ROAD IMPROVEMENT DISTRICT PERTAINING TO THE GRADING, FILLING AND PAVING OF ROADS WITHIN THE MOUNTAIN HOMES UNIT II COUNTY ROAD IMPROVEMENT DISTRICT, NAVAJO COUNTY, ARIZONA.

Pursuant to the provisions of Title 48, Chapter 6, Article 1, Arizona Revised Statutes, and amendments and supplements thereto, I, Jim Bruce, Superintendent of Streets, Navajo County, Arizona, hereby assess and apportion the total amount of the costs and expenses of the work, as shown hereinafter, and in the Assessment Diagram (a copy of which was heretofore approved and is on file in the offices of the Superintendent of Streets, Navajo County, Arizona) upon the lots and parcels of land as described in Resolution of Intention No. 18-90, adopted by the Board of Directors of the District on March 5, 1990, to be paid to the District, its agents or assigns, to finance the grading, filling and paving of roads within the District. All of the above work or improvements is to be done in accordance with that certain set of Plans and Specifications approved and adopted by the Board of Directors of the District on March 5, 1990, and on file in the office of the District designated as the Plans, Specifications and Estimate for Mountain Homes Unit II County Road Improvement District. Said Plans, Specifications and detailed drawings are hereby referred to for a more particular description of the work and are made part hereof. Said work is more fully described in the official contract documents for constructing such improvement. The District has awarded the contract for such construction to: Surface Contracting Co whose bondsman is Merchants Bonding Co. The total amount of said contract is \$ 196,884.00.

Pursuant to Section 48-927, Arizona Revised Statutes, I hereby apportion the cost of said work, and hereby assess against each lot, portion of lot, or parcel of land within the District to be assessed, each in proportion to the benefits to be received, the respective amounts set forth below. Opposite the description of each lot or parcel of land, the District has set out the names of the owners or property as known to me and as shown on the most recently certified assessment for state and local taxes.

THE COST OF THIS WORK, ASSESSABLE AGAINST THE PARCELS BENEFITTING, AS DETERMINED BY THE BID OF THE CONTRACTOR FOR THE WORK OR IMPROVEMENT DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR MOUNTAIN HOMES UNIT II COUNTY ROAD IMPROVEMENT DISTRICT AND THE ESTIMATED INCIDENTAL EXPENSES, IS \$305,000, AND IS MORE PARTICULARLY BROKEN DOWN AS FOLLOWS:

SUMMARY OF COSTS

Construction Cost: \$200,000

Incidental Costs:

County administrative costs	\$10,000
Engineering	\$20,000
Bonds Registration and Printing	\$10,000
Legal Bond Opinion	\$10,000
Financial Advisor	\$5,000
Contingency	\$20,000
Capitalized Interest	\$30,000
GRAND TOTAL	\$305,000

DONE AT HOLBROOK, ARIZONA, on the 14th day of May, 1990.

RECORDED THIS 14th DAY OF MAY, 1990, IN THE OFFICE OF THE SUPERINTENDENT OF STREETS, NAVAJO COUNTY, ARIZONA.

Jim Bruce
Superintendent of Streets
Navajo County, Arizona

ASESMNT.CID/MTHOMES

MOUNTAIN HOMES UNIT II COUNTY ROAD IMPROVEMENT DISTRICT

DEMAND FOR CASH PAYMENT OF ASSESSMENT
NOTICE OF HEARING ON ASSESSMENT

TO: THE OWNERS OF PROPERTY WITHIN THE MOUNTAIN HOMES UNIT II COUNTY ROAD IMPROVEMENT DISTRICT AND ALL OTHER PERSONS CLAIMING AN INTEREST IN SUCH PROPERTY OR AN INTEREST IN THE CONSTRUCTION OF ROAD IMPROVEMENTS IN SUCH DISTRICT.

You and each of you listed on the most recently certified tax roll for State and local taxes as, or are known to Mountain Homes Unit II County Road Improvement District (the "District") to be the owner(s) of the property described herein.

The land is located within the Mountain Homes Unit II County Road Improvement District. You are hereby notified that your assessment in the amount set forth herein next to the words "ASSESSMENT AMOUNT" is now due and payable. The work to be performed within the District is fully described in the Plans and Specifications heretofore approved by the Board of Directors of the District, and generally consists of, but not limited to, the grading, filling and paving of roads within the District, as described in Exhibit "A" attached hereto.

The assessment against such property was recorded on the 14th day of May, 1990, in the office of Superintendent of Streets of Navajo County, Arizona, and the Construction Contract has been awarded to Surface Contracting, Inc., contingent upon the confirmation of the assessment, collection of assessments, and sale of bonds. The District herewith demands payment of your assessments. The amount assessed (or any portion of that amount) may be paid in cash on or before June 25, 1990, at 5:00 p.m. If the assessment is not paid in full by that date, bonds will be issued against the amount remaining unpaid. The bonds will be payable only out of the special fund to be provided from collection of assessments levied against the property situated within the District. The bonds will extend over a period of approximately ten (10) years and will bear interest at a rate of not to exceed fifteen percent (15%) per annum on the unpaid balance.

THEREFORE, NOTICE IS HEREBY GIVEN that a hearing on the assessment heretofore recorded by the Board of Directors of the District will be held at the following time and place:

DATE OF HEARING: June 11, 1990

TIME OF HEARING: 10:45 a.m.

PLACE OF HEARING: Navajo County Governmental Complex
Supervisors' Chambers
South Highway 77
Holbrook, Arizona 86025

Said assessment covers the cost and expenses of the construction of improvements within the District and is in the following amount:

Total Construction Costs:	\$	220,000
Total Incidental Costs:		<u>85,000</u>
TOTAL	\$	305,000

Pursuant to law, this notice is to be mailed to you if you are the owner of property within such District as shown on the most recent certified assessment roll for State and local taxes or as your ownership of such land is known to the District. If you do not own the parcel or parcels mentioned; we request that you forward this demand to the owner, if such is known to you, or return it to the District with a notice that you do not own the property. A form is attached hereto for your convenience.

If you desire that no bond be issued for the assessment upon your lot, you should so notify the District in writing prior to the certification of the list of unpaid assessments by the District which will occur on June 25, 1990. Your notification should be accompanied by your affidavit and by a certificate of a searcher of real property records to the effect that you are the owner of the lot assessed. If no bond is issued for the assessment upon your lot, in accordance with such notification, the assessment shall be collectable pursuant to the provisions of Title 48, Chapter 6, Article 1, Arizona Revised Statutes. If such a request is filed and the assessment is not paid in cash, the District will sue to foreclose the assessment lien, at any time after thirty-five (35) days from the date of the Warrant.

Unless the assessment is paid in cash, or the owner requests that bonds not be issued against the parcel, semiannual installments of interest on the unpaid balance and a portion of the principal will be due each April 1st and October 1st (and will become delinquent on May 1st and November 1st, respectively, if not paid). The first installment of principal and interest will become due on October 1, 1991. The principal and interest payment combined shall be in approximately equal, annual installments payable along with the property taxes on the parcel(s).

If you desire to pay the assessment in cash, please return the attached Remittance Slip together with your check in the amount set forth below made payable to the Mountain Homes Unit II County Road Improvement District. If you wish bonds to be issued against the property and the assessment to be paid in installments, you do not have to take any further action and do not need to return this notice or the Remittance Slip.

A hearing on the assessment will be held on June 11, 1990, as described herein. You will have an opportunity to object to the legality of the assessment or to any of the previous proceedings connected therewith. Any objection or claim must be in writing and filed with the District prior to the hearing, and you will have the burden of producing evidence at the hearing to support your objection or claim.

Any owner, the contractor and all other persons interested in the work or in the assessment who have any objections to the legality of the

assessment or to any of the previous proceedings connected therewith or who wish to file an objection to the legality of the proceedings or who wish to object to the assessment or any part thereof or who wish to seek the modification of any assessment, may, at any time prior to the date and time set for hearing, file with the District at the office of the Clerk of the Navajo County Board of Supervisors, a written notice briefly specifying the grounds of such objection. At the time fixed for such hearing, said Board of Supervisors acting as the Board of Directors of the District, will hear and pass upon all objections so made and filed. The decision of the Board of Directors upon the hearing, shall be final upon all persons entitled to object as to all errors, informalities and irregularities which said Board of Directors might have remedied or avoided at any time during the progress of the proceedings.

Said work is to be done in accordance with the contract between the District and _____ . Copies of the contract and all proceedings pertaining thereto are on file in the office of the District. Said work is to be done in accordance with Resolution No. 25-90, the Resolution Ordering the Improvements adopted by the Board of Directors of the District on April 9, 1990.

The property assessed to pay for the costs and expenses of the construction of the aforementioned work comprises all the lots, portion of lots and pieces of land included within the boundaries as set forth in Exhibit "A."

This Notice is published and mailed in accordance with the Resolution of the Board of Directors ordering that this Notice be given, passed and adopted on May 14, 1990.

EXECUTED this 14th day of May, 1990.

Clerk, Board of Directors
Mountain Homes Unit II County
Road Improvement District
Navajo County, Arizona

The Board of Directors for the District has ordered that this Notice be published and mailed in compliance with A.R.S. Section 48-928(E) as follows:

PUBLICATION:

Two times in the White Mountain Independent, a semi-weekly newspaper published and of general circulation in Navajo County, first publication to be at least ten days prior to the hearing.

MAILING:

By first class mail, at least twenty (20) days before the hearing date, to all persons owning real property affected by the assessments as the names and addresses appear on the last equalized certified tax roll for State and county purposes. If no address appears for any person on the last equalized certified tax roll, then no notice need be mailed to such person.

NAME: _____

ASSESSOR'S PARCEL NO.: _____

ASSESSMENT NO.: _____

ASSESSMENT AMOUNT: _____

REMITTANCE SLIP

MOUNTAIN HOMES UNIT II COUNTY ROAD IMPROVEMENT DISTRICT

Please fill in Section A if you wish to pay the assessed amount or part of it at this time. Please fill in Section B if you do not own property. If you do own the property and wish for the amount you owe to be financed through bonds, do not fill out either section and you will be billed.

SECTION A. PAYMENT OF ASSESSMENT

TO: Mountain Homes Unit II County Road Improvement District Navajo County Treasurer P.O. Box 668 Holbrook, Arizona 86025 Assessment No. _____

I herewith deliver to you the sum of \$_____ in payment of that certain assessment mentioned above.

Signature of Lot Owner

(cut along line)

SECTION B. STATEMENT OF NON-OWNERSHIP

TO: Mountain Homes Unit II County Road Improvement District Navajo County Treasurer P.O. Box 668 Holbrook, Arizona 86025 Assessment No. _____ Unit No. _____ Lot. No. _____

Please be advised that I do not own the parcel of land described in the Notice you mailed to me.

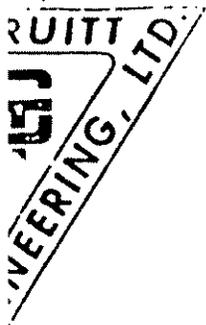
To the best of my knowledge, the owner is:

NAME: _____

ADDRESS: _____

Very Truly Yours,

DEMAND. PAY/MTHOMES



Civil Engineering, Surveying & Planning

HOWARD R. STANDAGE, P.E.
DARRELL D. TRUITT, P.E.
PETER L. PETERSON, P.E.

Handwritten signature
5/24/89

Job No. 880525-S

May 24, 1989

Consisting of Lots 1-7 inclusive, Lots 31-67 inclusive, 91-93 inclusive, 108-121 inclusive, Lot 132, Lots 139-151, Lots 173-208 inclusive of Pinetop Lakes Mountain Homes Unit 2, as recorded in Book 11, Page 36, Records of Navajo County, and also including assessor's parcel numbers 211-40-26, 211-40-25 and 211-56-01E being more particularly described as follows:

Commencing at the Northeasterly corner of Lot 36 of said Pinetop Lakes Mountain Homes Unit 2, said point being the Point of Beginning: thence $S19^{\circ}40'18''E$ a distance of 1207.87 feet to a point on a curve concave to the West, the center of which bears $S70^{\circ}19'42''W$ a distance of 869.69 feet; thence Southerly along the arc of said curve through a central angle of $52^{\circ}58'48''$ a distance of 804.18 feet to the Southeast corner of Pinetop Lakes Mountain Homes Unit 2; thence $N47^{\circ}52'20''W$ a distance of 783.92 feet to the Southwest corner of Lot 67 of Pinetop Lakes Mountain Homes Unit 2; thence $N42^{\circ}07'40''E$ a distance of 180.00 feet; thence $N47^{\circ}52'20''W$ a distance of 23.31 feet to the Southwest corner of Lot 151 of Pinetop Lakes Mountain Homes Unit 2; thence $N42^{\circ}07'40''E$ a distance of 72.49 feet to the Southwest corner of Lot 150 of Pinetop Lakes Mountain Homes Unit 2, thence $N34^{\circ}08'41''W$ a distance of 495.28 feet; thence $N42^{\circ}07'40''E$ a distance of 100.74 feet to the Southwest corner of Lot 143 of Pinetop Lakes Mountain Homes Unit 2; thence $N19^{\circ}40'18''W$ a distance of 384.31 feet, to the Northwesterly corner of Lot 139 of said Pinetop Lakes Mountain Homes Unit 2; thence $N36^{\circ}22'15''W$ a distance of 52.20 feet, to the Southwesterly corner of Lot 121 of Pinetop Lakes Mountain Homes Unit 2; thence North $19^{\circ}40'18''W$ a distance of 70.00 feet, to the Northwesterly corner of Lot 121 of Pinetop Lakes Mountain Homes Unit 2; thence $N89^{\circ}26'57''W$ a distance of 225.00 feet, to the Southeasterly corner of Lot 117 of said Pinetop Lakes Mountain Homes Unit 2; thence $N78^{\circ}24'07''W$ a distance of 256.99 feet, to the Southwesterly corner of Lot 115 of said Pinetop Lakes Mountain Homes Unit 2; thence $N00^{\circ}12'40''W$ a distance of 80.00 feet, to the Southeasterly corner of Lot 132 of said Pinetop Lakes Mountain Homes Unit 2; thence

EXHIBIT A

S89°47'20"W a distance of 120.00 feet, to the Southwesterly corner of Lot 132 of said Pinetop Lakes Mountain Homes Unit 2, said point being a point on a curve the center of which bears S89°47'20"W; thence Northerly along the arc of said curve, to the right, concave Easterly, having a radius of 243.15 feet, through a central angle of 19°11'10", a distance of 81.42 feet, to a point of compound curvature the center of which bears S71°01'30"E; thence Northeasterly along the arc of said curve, to the right, concave Easterly, having a radius of 25.00 feet, through a central angle of 90°00'00" a distance of 39.27 feet; thence N71°01'30"W a distance of 100.00 feet, to a point of curvature the center of which bears S18°58'30"W; thence Southeasterly along the arc of said curve, to the right, concave Southwesterly, having a radius of 25.00 feet, through a central angle of 90°00'00" a distance of 39.27 feet, to a point of reverse curvature the center of which bears S71°01'30"E; thence Southerly along the arc of said curve, to the left, concave Easterly, having a radius of 293.15 feet, through a central angle of 11°06'41" a distance of 56.85 feet; thence N77°39'03"W a distance of 123.80 feet, to the Southwesterly corner of Lot 91 of said Pinetop Lakes Mountain Homes Unit 2; thence N00°12'40"W a distance of 15.00 feet; thence S89°47'20"W a distance of 250.00 feet, to the Southwest corner of assessor's parcel 211-44-26; thence N00°12'10"E a distance of 251.33 feet; thence N00°20'08"E a distance of 912.35 feet, to the Northwesterly corner of assessor's parcel 211-56-01E, said point being on the Southerly right-of-way of Buck Springs Road; thence N78°38'30"E along said right-of-way a distance of 498.31 feet, to the Northeast corner of assessor's parcel 211-44-25; thence S28°19'37"E a distance of 527.39 feet; thence S24°42'10"E a distance of 466.18 feet, to the Southeasterly corner of assessor's parcel 211-44-25; thence S70°19'42"W a distance of 104.93 feet; thence N71°01'35"W a distance of 501.69 feet, to the Northeasterly corner of Lot 1 of said Pinetop Lakes Mountain Homes Unit 2; thence S18°58'30"W a distance of 135.00 feet to a point of curvature the center of which bears S71°01'30"E; thence Southerly along the arc of said curve, to the left, concave Easterly, having a radius of 120.00 feet through a central angle of 90°00'00" a distance of 188.50 feet; thence S71°01'30"E a distance of 55.00 feet, to the Northeasterly corner of Lot 7 of said Pinetop Lakes Mountain Homes Unit 2; thence S54°19'32"E a distance of 52.20 feet to the Northwesterly corner of Lot 114 of said Pinetop Lakes Mountain Homes Unit 2; thence S71°01'30"E a distance of 224.01 feet, to a point of curvature the center

of which bears $N18^{\circ}58'30''E$; thence Easterly along the arc of said curve, to the left, concave Northerly, having a radius of 420.18 feet, through a central angle of $38^{\circ}38'48''$, a distance of 283.42 feet to the Northeasterly corner of Lot 108 of said Pinetop Lakes Mountain Homes Unit 2; thence $S26^{\circ}07'44''E$ a distance of 121.65 feet, to a point of curvature the center of which bears $S47^{\circ}39'29''E$; thence Southerly along the arc of said curve to the left, concave Easterly having a radius of 92.73 feet, through a central angle of $22^{\circ}50'18''$, a distance of 36.96 feet, to a point of reverse curvature, the center of which bears $N70^{\circ}29'47''W$; thence Westerly along the arc of said curve, to the right, concave Northerly, having a radius of 25.00 feet, through a central angle of $81^{\circ}00'39''$, a distance of 35.35 feet, to a point of reverse curvature, the center of which bears $S10^{\circ}30'52''W$; thence Easterly along the arc of said curve, to the right, concave Southerly, having a radius of 295.00 feet, through a central angle of $17^{\circ}58'43''$, a distance of 92.57 feet, to a point of reverse curvature, the center of which bears $N28^{\circ}29'34''E$; thence Northerly along the arc of said curve, to the right, concave Easterly, having a radius of 25.00 feet, through a central angle of $81^{\circ}00'39''$, a distance of 35.35 feet, to a point of compound curvature, the center of which bears $S70^{\circ}29'47''E$; thence Northeasterly along the arc of said curve, to the right, concave southeasterly having a radius of 42.73 feet, through a central angle of $50^{\circ}49'29''$, a distance of 37.91 feet; thence $N70^{\circ}19'42''E$ a distance of 67.84 feet, to the most Northerly corner of Lot 31 of said Pinetop Lakes Mountain Homes Unit 2; thence $S32^{\circ}28'37''E$ a distance of 112.77 feet; thence $N70^{\circ}19'42''E$ a distance of 330.00 feet, to the Northeasterly corner of Lot 36 of said Pinetop Lakes Mountain Homes Unit 2, said point being the True Point of Beginning.

Containing 43.75 acres more or less.
Subject to easements of record.

EXHIBIT 13

305 304 303 302 301 299

TONTO CIRCLE
DUN CIRCLE

