

GREENLEE COUNTY BOARD OF SUPERVISORS
CLIFTON, ARIZONA

May 19, 2014

The Greenlee County Board of Supervisors met on this date in regular session in the Board Meeting Room, 2nd floor Courthouse Annex, Clifton, Arizona, with the following members present: David Gomez, Chairman; Ron Campbell, Member; and Robert Corbell, Member. Also present were Deborah K. Gale, County Administrator, and Yvonne Pearson, Clerk of the Board.

Chairman Gomez called the meeting to order and Supervisor Corbell led those present in the Pledge of Allegiance.

Ms. Gale responded to the Call to the Public extending her congratulations to all graduates and asked those present to remember the fallen and those who continue to serve our country on Memorial Day.

The Board of Supervisors convened as the Board of Directors of the Greenlee County Public Health Services District.

In the absence of Steve Rutherford, Health & County Services Director, Ms. Gale requested approval of the Agreement for Professional Services with Joseph Kline for Environmental Health Consulting Services. She stated that this is a temporary agreement for Mr. Kline to do septic and food inspections for the County. Upon motion by Supervisor Campbell, seconded by Supervisor Corbell, and carried unanimously, the Board approved the request as presented.

Upon motion by Supervisor Campbell, seconded by Supervisor Corbell, and carried unanimously, the Board approved the Public Health Services District Consent Agenda as follows:

1. Clerk of the Board: Approval of Public Health Services District expense warrants in excess of \$1,000.00
2. Health & County Services Director: Approval of Payroll Change Notice – A. Newman, Director of Nursing

The Board reconvened into regular session.

Mr. Michael Crockett, Dean of Instruction, Eastern Arizona College (EAC), presented the Intergovernmental Agreement with EAC for community college courses to be provided in Greenlee County for fiscal year 2015. He stated that the contract amount remains unchanged in the amount of \$35,000. Upon motion by Supervisor Campbell, seconded by Supervisor Corbell, and carried unanimously, the Board approved the request as presented.

Upon motion by Supervisor Campbell, seconded by Supervisor Corbell, and carried unanimously, the Board adopted Resolution 14-05-02 granting a Telecommunications Services Franchise to Copper Valley Telephone, Inc.

RESOLUTION NO. 14-05-02

**GRANTING A TELECOMMUNICATIONS SERVICES FRANCHISE TO
COPPER VALLEY TELEPHONE, INC.**

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, pursuant to A.R.S. §§ 40-283 and 9-583, COPPER VALLEY TELEPHONE, INC., was granted by the Board of Supervisors of Greenlee County, Arizona, the right, privilege, license, and franchise to construct, install, operate, and maintain along over, under and across the streets, alleys, and highways, within the County, facilities for the purpose of maintaining and operating a telecommunication system, and all other facilities and improvements necessary for local network and intrastate telecommunications services on October 1, 2002, under Resolution No. 02-10-01 and August 3, 2009 under Resolution No. 09-08-01; and

WHEREAS, pursuant to A.R.S. § 9-583, COPPER VALLEY TELEPHONE, INC. wishes to renew its telecommunications service franchise for an additional five (5) year term;

NOW, THEREFORE, it being determined by the Board of Supervisors of Greenlee County that the renewal and grant of this franchise is regular, proper, authorized by law and in the best interest of Greenlee County, and the inhabitants thereof;

NOW, THEREFORE, IT IS HEREBY ORDAINED:

1. That this Board of Supervisors of Greenlee County, Arizona, acting for and on behalf of said County (the "County"), does hereby grant unto COPPER VALLEY TELEPHONE, INC. (hereinafter called "Grantee") a nonexclusive right, privilege, license, and franchise (hereinafter "the Franchise") to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways under the jurisdiction of the County, facilities for the purpose of maintaining and operating a telecommunications system, and all other facilities and improvements necessary for telecommunications. This grant does not include the authorization to use State highways and those areas within the corporate boundaries of any city or town. This grant is subject to the terms, conditions, and limitations expressed below or incorporated herein by reference.

2. The County reserves the right to impose future restrictions, limitations and conditions upon the exercise of the rights granted herein as it deems best for the public safety and welfare. The Grantee is further required to comply with all lawful, applicable ordinances of Greenlee County regulating the conduct of work within the public rights of-way; as such ordinances are now enacted or may be amended or adopted from time to time. The Grantee is required to obtain a separate Right-of-Way Use Permit from the County prior to initiating any construction in the right-of-way and to pay the applicable fees for the associated inspections.

3. The Franchise granted hereby shall not be exclusive, and nothing herein shall be construed to prevent the County from granting other like or similar franchises to any other person, firm, or corporation.

4. The Grantee shall bear all expenses and costs, including damages and compensation for the alteration of the direction, surface, grade, or alignment of a public roadway or for revenues lost by the Grantee, which may arise in connection with its exercise of the rights granted herein.

5. The Grantee shall erect, construct, and maintain all facilities authorized herein in a good and workmanlike manner and in compliance with all valid laws, ordinances, and regulations, which may be in force from time to time. All such work shall be performed in such a manner as may be necessary to avoid any unreasonable damage, disturbance, or modification to existing public rights-of-ways, including roads, streets, highways, bridges, borrow ditches or shoulders thereon.

6. The Grantee shall, immediately upon erecting, constructing, replacing or repairing its facilities, or any part thereof, at its own cost and expense, restore any effected public right-of-way, including any road, street, highway, bridge, borrow ditch or shoulder thereon, to not less than the same condition which existed prior to the Grantee's action.

7. The County does not waive or relinquish any rights it may have to the full and complete use of the public rights-of-way subject to this Franchise, whether for road purposes or otherwise. The rights of the County in and to the use of the public rights-of-way are, and shall be, paramount and superior to the rights of the Grantee. In the event that the location of the Grantee's facilities may interfere or conflict with the County's use, expanded use, alteration, improvement, or maintenance of the County's rights-of-way, the County may require the Grantee to relocate, at the Grantee's expense, all facilities which give rise to such interference or conflict. The County will provide the Grantee with reasonable notice of any relocation requirement and will provide a reasonable period of time for the Grantee to perform such relocation.

8. The Grantee assumes the sole responsibility for all liability for any injury or damage to any person or property, or to the road and right-of-way itself, caused by or arising out of the exercise of the rights granted herein and attributable to any act or omission of the Grantee. The Grantee shall indemnify, defend and hold harmless Greenlee County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature, including all costs of legal defense, arising out of the exercise of these rights which are attributed to any act or omission of the Grantee, its agents, employees, or anyone acting under its direction, control or on its behalf.

9. The County grants this franchise for a term of five (5) years from the date of its authorization. This franchise may not be sold, leased, assigned, conveyed or transferred in any manner, in whole or in part, including pursuant to the sale or merger of the Grantee corporation itself, without the express written consent of the County, which consent shall not be unreasonably withheld.

10. The County reserves the right to alter or amend the terms of this franchise in any manner necessary to protect the safety or welfare of the public or the public interest. This reservation includes, but is not limited to, the authority to impose such amended franchise fees, rentals or use payments, or other form of compensation or assessment as the County may be authorized, now or in the future, to impose under the laws of the State of Arizona and the United States.

11. The County may terminate this Franchise in the event that the Grantee fails to comply with the terms and conditions of this Franchise. The Board of Supervisors, or its designee, shall provide the Grantee with written notice of noncompliance and allow the Grantee a period of not less than sixty (60) days to remedy any breach. If the Grantee continues to fail to comply with the terms of this Franchise after this notice and remedy period, the Board of Supervisors may, following a public hearing, revoke all rights granted herein and render this Franchise null and void.

12. Upon termination of the Franchise, whether by expiration or its term, or for cause, or by voluntary abandonment, and after written notice from the County, the Grantee may remove all of its facilities, installed pursuant to the rights granted herein within one hundred eighty (180) days of such termination, and shall repair any damages caused thereby. All such facilities which are not removed within this period shall be deemed to be abandoned and shall become the property of the County.

13. This Franchise will not be effective for any purpose until the Grantee has indicated its acceptance in writing below.

14. The rights, privileges, and Franchise granted herein are made pursuant to the laws of Arizona, including A.R.S. §§ 40-283 and 9-582, et seq., which are incorporated herein by reference.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Greenlee, State of Arizona, has caused these presents to be executed and signed by the Chairman of the Board of Supervisors on this 19th day of May 2014.

BOARD OF SUPERVISORS
/s/ David Gomez, Chairman

ATTEST: /s/ Yvonne Pearson, Clerk of the Board

Supervisor Corbell led the discussion regarding the US Environmental Protection Agency (EPA) and Corp of Engineers proposed rule regarding the new definition of "Waters of the United States" stating that concerns need to be conveyed to the legislature and that he believes this is a state issue. He will be talking about this at the Western Interstate Region Conference in Alaska this week. Ms. Gale stated that comments on this issue are due by July 21st and will be discussed at the Eastern Counties Organization meeting in June. She stated that there is a drive to try to change the definitions of waters of the US.

Ms. Gale will discuss County and State budget and legislative issues during the Budget Work Session and reviewed the Calendar of Events with the Board.

Upon motion by Supervisor Corbell, seconded by Supervisor Campbell, and carried unanimously, the Board approved the Consent Agenda as follows:

- A. Clerk of the Board: Approval of minutes to previous meeting – 05/06/2014
- B. Clerk of the Board: Approval of expense warrants in excess of \$1,000.00 – Voucher 1072; 1074; 1075; 1077
- C. Chief Finance Officer: Approval of General Fund loans in the amount of \$3,593.42 to be reimbursed upon receipt of funds: Fund 133 - \$836.09; Fund 167 - \$244.14; Fund 243 - \$2,513.19
- D. County Sheriff: Approval of Payroll Change Notice – A. Villalba, Full Time Detention Officer
- E. Clerk of the Board: Appointment of the National Association of Counties voting delegate and alternate for 2014
- F. County Administrator: Approval of the Greenlee County letter to US Fish & Wildlife Services requesting formal National Environmental Protection Act (NEPA) consistency review for the Mexican Wolf 10j revision Cooperating Agencies Alternative

- G. County Administrator: Approval to participate in the Nationwide Retirement Solutions 457(b) Plan (ProAccount) to provide investment advisory services for employees who choose this option
- H. Chief Probation Officer: Approval of fiscal year 2014/2015 Arizona Supreme Court Juvenile Justice Services Division, Family Counseling Program Resolution in the amount of \$1,452.00 require matching funds

Supervisor Campbell reported the following:

- A. He attended the Arizona Small Counties Forum meeting that was hosted by Greenlee County. He stated that the meeting was well attended and that there good positive conversations by counties.
- B. He attended the County Supervisors Association meeting where Secretary of State Ken Bennett and Rusty Bowers serenaded the group with a song they wrote about Sine Die. He stated that Maricopa County Supervisor Mary Rose Wilcox was recognized for her 21 years of service. She will be running for a legislative seat in the upcoming elections.

Supervisor Gomez reported the following:

- A. He attended the Eastern Counties Organization meeting where the financial report was discussed as well as other standing issues.
- B. He attended the Arizona Small Counties Forum meeting and echoed Supervisor Campbell's comments.
- C. He attended the County Supervisors Association meeting and stated that Supervisor Campbell covered the item.
- D. He attended the SouthEastern Arizona Governments Organization that was held in Bylas and stated that the meeting was very well attended. A new K-3 school will open this coming school year as well as a new hospital in Bylas that will employ over 150 persons. He stated that the SEAGO budget was reviewed and that a onetime annual compensation for the SEAGO staff was approved.

The Board convened into Work Session regarding the 2015 County budget.

Ron Pearson, Public Works Manager, reviewed accomplishments over the past year in his department and presented his budget requests for the new year including vehicles, park improvements, road issues, facilities and fleet. The new fleet shop is going up on schedule and the current shop facility will be torn down immediately upon completion of the new.

Ms. Gale reviewed issues with a recent Arizona State Retirement audit stating that Greenlee County will be issuing an appeal to address two issues.

Ms. Gale reviewed the following:

- Revenue estimates for fiscal year 2015. She has received the state shared sales tax estimate for Greenlee County from the Department of Revenue (DOR) of \$5.8 million. She is not comfortable budgeting that amount due to past experiences of the DOR overestimating this revenue. She recommended and was directed to use \$4.8 million in the budget. She also recommended using two thirds of the full funding estimate for Payment in Lieu of Taxes which is what the County has been receiving. The Board directed her to budget per her recommendation.
- Community College cost estimate for fiscal year 2015 is \$678,036 and the state will appropriate \$591,000 to assist with the cost.
- She presented the Travel Policy and Phone Stipend Policy for the Board to review and consider any changes.
- She presented salary increases of 3% and 5% for the Board to review and consider. She recommended 3% and no more than 3.5%. The Board directed Ms. Gale to budget a 3% and come back with those estimates.
- Most programs (grants) in the Public Health Services District budget will remain even in funding with a reduction of \$9,000 in the Home Health Services. She recommended taking that funding from the Public Health Services District funds.

There being no further business to come before the Board of Supervisors, the meeting was adjourned at 10:41 a.m.

APPROVED: /s/ David Gomez, Chairman

ATTEST: /s/ Yvonne Pearson
Clerk of the Board