

GREENLEE COUNTY BOARD OF SUPERVISORS
CLIFTON, ARIZONA

July 1, 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 at 8:14 a.m. and Supervisor Campbell led those present in the Pledge of Allegiance.

Ms. Gale responded to the Call to the Public wishing everyone a happy and safe July 4th and asked that everyone remember why we celebrate this day and to remember to support our troops.

Daniel Cervantez, citizen, responded to the Call to the Public stated that he has comments to make on the budget but will reserve those comments for the budget hearing scheduled for August 4th.

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

The Board reconvened into regular session.

Justin Thompson, Ranger District Fire Manager, updated the Board on the following:

- Vacant positions are being filled with a new Archaeologist and Biologist coming in next week
- The Rangers have been busy keeping up with campgrounds and trails maintenance due to summer visitors
- There have been 5 fires with the largest being the Bear fire burning 380 acres
- Controlled burns consisted of 7,885 acres in the Sheep Wash area
- Crews are in place and will fight anticipated lightning fires as soon as they arise

The Board thanked Mr. Thompson for this information and the hard work and dedication of the District Rangers.

Michael Smith, Interim Director, and Deana Stone, Office Administrator, of the Gila Watershed Partnership, gave the annual update to the Board on the several projects

affecting Greenlee County that the Partnership has been involved in and asked the Board to consider the County's continued support. Greenlee County pays into the program based on a population calculation including the populations within both the Town of Duncan and the Town of Clifton. Projects include:

- Youth Programs
- Tamarisk issues
- Water issues
- Tourism Council participation
- Birding Program development and participation

The Board expressed their appreciation for the efforts and continued support for Greenlee County.

The Board tabled item #5 to later in the meeting upon arrival of additional parties involved in this discussion.

Upon motion by Supervisor Campbell, seconded by Supervisor Corbell, and carried unanimously, the Board convened into Public Hearing for the Planning and Zoning request of Jerry and Grace Valenzuela to change the zoning district of Assessor Parcel 300-55-045 which has about 1 acre from RU 36 to TR 36 at 128 Tee Street in York Valley.

Philip Ronnerud, Planning and Zoning Director, stated that the Planning and Zoning Commission gave a position recommendation for this request with stipulations. The change in zoning will adjust and correct the zoning for a new mobile home to be placed on the property. No comments for or against the change in zoning were received.

The Board reconvened into regular session.

Upon motion by Supervisor Campbell, seconded by Supervisor Corbell, and carried unanimously, the Board approved the request of Jerry and Grace Valenzuela to change the zoning district of Assessor Parcel 300-55-045 which has about 1 acre from RU 36 to TR 36 at 128 Tee Street in York Valley with the stipulations required by the Planning and Zoning Commission.

Upon motion by Supervisor Corbell, seconded by Supervisor Campbell, and carried unanimously, the Board adopted Resolution 14-07-01 granting a Telecommunications Services Franchise to Copper Valley Telephone, Inc.

RESOLUTION NO. 14-07-01

**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 1st day of July 2014.

BOARD OF SUPERVISORS

COUNTY OF GREENLEE:

/s/ David Gomez, Chairman

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

Ms. Gale reported the following:

- A. The County Managers have begun working on a legislative package to be presented to the Supervisors for consideration
- B. The Calendar of Events was reviewed.

Upon motion by Supervisor Campbell, seconded by Supervisor Corbell, and carried unanimously, the Board approved the Consent Agenda with the exception of item A which is tabled to the next meeting:

- A. Clerk of the Board: Tabled approval of minutes to previous meetings – 06/17/14; 06/24/14
- B. Clerk of the Board: Approval of expense warrants in excess of \$1,000.00 – Voucher 1084; 1085

- C. Chief Finance Officer: Approval of General Fund Loans in the amount of \$297.24 to be reimbursed upon receipt of funds: Fund 152 - \$297.24
- D. County Assessor: Approval of Employee Transaction Form – J. Brashears, Administrative Assistant – Assessor
- E. Clerk of the Board: Approval of the renewal of the Arizona Department of Administration State Purchasing Cooperative Agreement
- F. Justice of the Peace, Dist 1: Approval of Employee Transaction Form – M. Campos, Temporary Part Time Justice Court Clerk
- G. Public Works Manager: Approval of Employee Transaction Form – G. Gasparich, Tech II – Roads; J. Bejarano, Jr., Tech II – Facilities

The Board returned to item #5 of the Agenda.

Ms. Gale opened discussion stating that she has spoken with persons with the US Fish and Wildlife Service and was informed that at this point in time they would not accept or review any further alternatives. The next opportunity to make comments is during the upcoming comment period and that there will be two Public Hearings with one to be held in New Mexico and one in Arizona but the place and date is not yet set.

Jeff Menges, Rancher, addressed the Board and stated that he appreciated that the Board agreed to this work session. He stated that Cochise County has appropriated funds and is willing to spend it to keep wolves out of Cochise County,. He stated that he supports the things in the Alternative Environmental Impact Statement (EIS) but the number of wolves to be released. He would like to see a county policy that recommends a revision and allow for comments to the EIS. He stated that the local ranchers would like three things from the county: 1) adequate compensation; 2) keep wolves only in the primary recovery area; and 3) keep the wolves in the elk zone.

Supervisor Campbell stated that the county already has “no wolf” policy and that it is important that the county be at the table concerning all issues with the wolf.

Chase Caldwell, Rancher, 6K6 Ranch, stated that he has destocked his ranch since 2002 due to degradation of his cattle by the wolf with no compensation. He stated that if sufficient compensation has occurred there would be no issue. He also stated that the fight must go on.

Darcy Ely, Rancher, Upper Eagle Creek, 4 Drag Ranch, stated that she has been directly involved with the State Cattle Growers Association and that she and her neighbor have lost cattle to wolves. She has approached the Cattle Growers Association to possibly hire the University of Arizona or another organization to conduct a study of actual elk population that would keep the wolves away from cattle.

Supervisor Campbell stated that there have been many hearings several held in Greenlee County with no local ranchers attending to make their concerns and comments heard and that he hoped that when the public hearings are scheduled that they will make an attempt to attend and tell their stories.

The Board thanked the group for coming and expressing their concerns and stories and assured that the County will not give up on the issue. No action will be taken at this time.

Supervisor Corbell reported that he attend Project Centrl Rural Leadership program and that he has graduated from the program. He expressed appreciation for the opportunity to participate in the program which has helped him grow.

The Board convened into work session.

Ms. Gale reviewed the proposed budget including schedules A – F and the Capital Improvement Plan which includes the Duncan Annex Building, Guthrie Peak Tower, and the Airport construction and five year plan.

Upon motion by Supervisor Campbell, seconded by Supervisor Corbell, and carried unanimously, the Board adopted the Fiscal Year 2014-15 Greenlee County Tentative Budget in the General Fund amount of \$11,562,861 and the total budget in the amount of \$23,979,451 which includes the budgets for the Flood Control District in the amount of \$157,000, the Public Health Services District Budget in the amount of \$1,954,761, the Capital Improvement Plan and Fund Balance Policy.

There being no further business to come before the Board of Supervisors, the meeting was adjourned at 10:57 a.m.

APPROVED: /s/ David Gomez, Chairman

ATTEST: /s/ Yvonne Pearson
Clerk of the Board