

GRAHAM COUNTY BOARD OF SUPERVISORS)

(SS. SAFFORD, AZ September 7, 2021

STATE OF ARIZONA, COUNTY OF GRAHAM)

The Graham County Board of Supervisors met in a regular session this date with the following present:

Danny Smith	Chairman
Paul R. David	Vice-Chairman
John Howard	Member
Dustin Welker	County Manager / Clerk
Hannah Duderstadt	Deputy Clerk

Chairman Smith called the meeting to order at 8:04 a.m. and led the Pledge of Allegiance. Upon motion of Supervisor David, seconded by Supervisor Howard, the minutes of the regular board meeting and work sessions held on August 16, 2021, were approved.

Chief Probation Officer Josh Halversen, on behalf of Judge Michael Peterson, requested approval to renew a Limited Services Agreement with Dr. Nicole Cooper-Lopez for Restoration to Competency Treatment services. Upon motion of Supervisor Howard, seconded by Supervisor David, the request was unanimously approved.

Health Director Brian Douglas requested approval to renew the Coll Consulting LLC Agreement with Eliza Coll for the Public Health Improvement Program. Upon motion of Supervisor Howard, seconded by Supervisor David, the request was unanimously approved.

Director Douglas requested approval to ratify Consulting Agreements with Rosemary Pando, Carmen Baca, and Mikhaila Krofchik for COVID-19 services. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Parks Director Melissa Matlock requested approval of out of state travel to attend the AFA Conference in Laughlin, Nevada on November 14, 2021 through November 18, 2021. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Director Matlock requested approval to apply for the Grant Funding Request from American Rescue Plan Act (ARPA) for the Graham County Fair. Upon motion of Supervisor Howard, seconded by Supervisor David, the request was unanimously approved.

Director Matlock requested approval to add \$210.41 from 100-025-4352 Misc. Expense to \$2,450 in 100-025-4141 to move to 100-025-4545 Office Furniture & Equipment for a capital purchase. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Planning & Zoning Director Steve McGaughey requested approval to correct grammar, spelling, and punctuation errors throughout the County Ordinance and modify County Ordinance 5.1.9. Fences, Wall, and Hedges. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Highway Superintendent Steve Puzas requested approval to authorize 72 hours of emergency pay for an employee per administrative policy #3-2020. Upon motion of Supervisor Howard, seconded by Supervisor David, the request was unanimously approved.

County Manager Dustin Welker requested approval to renew the Graham County Jail Food Service Agreement with Summit for an additional year. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

Manager Welker requested approval of an amended Cost Evaluation Services Agreement with Glen Halverson for preparation of OMB Circular A-87 and Full Cost Allocation Plan for FYE June 30, 2021. Upon motion of Supervisor Howard, seconded by Supervisor David, the request was unanimously approved.

Manager Welker requested approval of Resolution No. 2021-12, Renewing a Resolution Granting Telecommunications Services Franchise to Valley Connections, L.L.C. Upon motion of Supervisor David, seconded by Supervisor Howard, the request was unanimously approved.

GRAHAM COUNTY RESOLUTIONS NO. 2021-12

RENEWING A RESOLUTION GRANTING A TELECOMMUNICATIONS SERVICES FRANCHISE TO VALLEY CONNECTIONS, L.L.C.

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, on April 18, 2005, VALLEY CONNECTIONS, L.L.C., an Arizona limited liability company, was granted, pursuant to A.R.S. § 9-583 and 9-583, by the Board of Supervisors of Graham 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 Graham 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 (the "Franchise"); and

WHEREAS, the Franchise was made for a term of five (5) years; and

WHEREAS, VALLEY CONNECTIONS, L.L.C. has applied for renewal of the Franchise; and

WHEREAS, said Application came on regularly to be heard at 8:00 o'clock a.m., on the 7th day of September, 2021, before the Board of Supervisors of Graham County, and the Board of Supervisors considered the application for renewal of the Franchise, and there being good cause to grant this Application,

NOW, THEREFORE, IT IS HEREBY ORDAINED:

1. This Boar of Supervisors of Graham County, Arizona, acting for and on behalf of said County (the "County"), does hereby renew and grant into VALLEY CONNECTIONS, L.L.C., an Arizona limited liability company (hereinafter called "Grantee"), a nonexclusive right, privilege, license, and franchise (hereinafter called "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 the 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 public 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 rights-of-way are, and shall be, paramount and superior to the rights of the Grantee. In the event 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 the County, its officers, departments employees and agents from and against any and all suites, 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, which term shall be renewed in accordance with provisions of A.R.S. § 9-583.G or other applicable law. 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 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 if Grantee fails to comply with the material terms of this Franchise or applicable law. Termination may occur only if Grantee is given written notice of the defect in performance and the defect in performance is not cured within sixty (60) days of the notice. 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 of 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 Franchise granted herein are made pursuant to the laws of Arizona, including A.R.S. §§ 40-283 and 9-583, et seq., which are incorporated herein by reference.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Graham, State of Arizona, has caused these presents to be executed and signed by the Chairman of the Board of Supervisors on this 7th day of September, 2021.

BOARD OF SUPERVISORS, COUNTY OF GRAHAM:

/S/: Danny Smith, Chairman

ATTEST:

/S/: Dustin Welker, Clerk of the Board

Manager Welker requested the Board to recognize those employees who have completed 5, 10, 15, 20, 25, 30 years of service with Graham County. Manager Welker gave some background of the program.

Under current events report, Supervisor Howard reported on the following: 8/17 United Way grant mtg.; House of Hope board mtg.; 8/24 Senate Candidate mtg.; 8/26 Farm Bureau annual mtg.; 8/31-9/2 League of Cities and Towns seminar;

Supervisor David reported on the following: 8/17 MGSB Board mtg.; 8/19 SEAGO Transportation Coordination mtg.; CNT mtg.; NACo West Region mtg.; 8/20 SEAGO Board mtg.; 8/23 RTAC Board mtg.; 8/25 First Things First Zoom conference; 8/26 RTAC Zoom mtgs; 8/30 - 9/01 WRRRC Tribal Water Resilience conference; 9/02 East RAC mtg.; 9/03 Broadband mtg.;

Supervisor Smith had nothing to report;

Manager Welker reported on the following: Half of ARPA funds received; Pinnacle Fire update; Projects update; Coming Thursday ACIP mtg.; Coming Friday CSA mtg.; Next week Board of Directors mtg.

Demands and hand written warrants were unanimously approved upon motion of Supervisor David, seconded by Supervisor Howard. Pursuant to the provisions of A.R.S. §11-217, as amended in 1996, those demands/warrants for any supplier which total more than \$1,000.00 are as follows:

<u>SUPPLIER/PURPOSE</u>	<u>AMOUNT OF WARRANT</u>
ADHS, AHCCCS TREASURER	\$44,683.00
ADVANCED AIR/ ALTECH REFRIGERATION	\$3,704.20
ARIZONA COUNTIES INSURANCE POOL	\$1,077.14
AZLGEBT	\$217,363.05
BAILEY ALLRED	\$2,012.50
BI INCORPORATED	\$1,433.69
BOB BARKER	\$2,818.88
BOKF, NA (VIA BANK OF OKLAHOMA)	\$160,499.48
CDW GOVERNMENT INC.	\$47,561.59
CENTURY LINK – 91155	\$2,080.40
CHRISTIAN C. ACKERLEY	\$1,300.50
CITY OF SAFFORD UTILITIES	\$41,692.50
CMI	\$1,179.11

COLORADO ELECTRIC SUPPLY	\$1,251.91
CONCEPT SEATING GOVERNMENT LLC-XXX	\$1,415.00
CORDANT HEALTH SOLUTIONS	\$1,069.75
DIVERSIFIED INSPECTIONS/ITL INC.	\$2,243.50
DOUBLE R COMMUNICATIONS	\$1,870.00
DYNAMIC TREATMENT & COUNSELING SERVICES	\$3,975.00
DYNAMITE SOLUTIONS	\$10,168.65
EASTERN ARIZONA COURIER	\$3,988.56
EMPIRE SOUTHWEST	\$6,335.28
ENNIS-FLINT, INC.	\$20,359.74
GCR TIRES & SERVICE	\$1,547.20
GHA TECHNOLOGIES	\$1,818.48
GILA VALLEY CENTRAL	\$2,350.00
GRAHAM COUNTY ELECTRIC COOP	\$5,951.48
HOME DEPOT CREDIT SERVICES	\$1,530.49
HYDRA PEST CONTROL	\$1,265.00
LAURENCE SCHIFF, M.D.	\$1,900.00
LAW OFFICE OF REBECCA JOHNSON	\$2,100.00
LEXISNEXIS	\$1,116.09
MACDONALD COUNSELING SERVICES, PLLC	\$1,740.00
MACKS AUTO PARTS, INC.	\$2,845.92
NATIONAL TEST SYSTEMS-XXX	\$3,265.00
O'REILLY AUTOMOTIVE STORES, INC.-1112123	\$2,412.96
OFFICE OF VITAL RECORDS	\$1,750.00
PAYMENT REMITTANCE CENTER	\$2,914.98
PINAL COUNTY JUVENILE COURT SERVICES	\$60,600.00
QUILL – ACCT NO. C4983286	\$1,186.05
QUILL – ACCT NO. C2873378	\$1,219.47
QUILL – ACCT NO. C7982242	\$1,120.57
SAFFORD ACE 1881-A	\$5,182.19
SCOTT MEDICAL SOLUTIONS, LLC	\$1,229.00
SENERGY PETROLEUM	\$21,348.80
SENTINEL TECHNOLOGIES, INC.	\$100,509.85
SHI INTERNATIONAL CORP	\$23,035.31
SONORA BEHAVIORAL HEALTH	\$3,507.44
STANLEY CONVERGENT SECURITY SOLUTIONS	\$1,592.00
SUMMIT FOOD SERVICE, LLC	\$18,497.40
THE HUNTINGTON NATIONAL BANK	\$37,912.07
THE WRAP-XXX	\$1,597.12
TRI COUNTY MATERIALS, INC.	\$1,791.26
VISTA RECYCLING INC.	\$3,979.92
VOYAGER FLEET SYSTEMS, INC.	\$1,314.73
WBNK MEDIA, LLC	\$1,250.00
WESTWOOD PHARMACY CLINICAL SERVICES	\$5,130.59

Chairman Smith announced it was the time and date to open the following bid:

#21/22-01

Highway Department ¾ Ton Pickup
O'Reily - \$36,293.60

Kempton - \$39,432.39
Findlay - \$39,703.54
Kempton #2 - \$39,432.39

#21/22-31 South Concession 2021 Fair

#21/22-32 North Concession 2021 Fair

No bids were submitted for #21/22-31, South Concession 2021 Fair, or #21/22-32, North Concession 2021 Fair. Upon motion of Supervisor David, seconded by Supervisor Howard, the bids were unanimously forwarded to staff for review and authorized to award to lowest conforming bid.

Chairman Smith adjourned the meeting at 8:57 a.m.

Chairman Smith called the first work session to order at 9:15 a.m. Those in attendance in addition to the Board were:

Brian Douglas	Health Department Director
Michael Bryce	County Engineer
Melissa Matlock	Parks Director
Steve Puzas	Highway Superintendent
Daniel Horner	Highway Deputy Director
Steve McGaughey	Planning & Zoning Director
Dustin Welker	County Manager

Various Health, Highway, P & Z, and Park issues were discussed.

Chairman Smith adjourned the work session at 10:05 a.m.

Chairman Smith called the second work session to order at 1:30 p.m. Those in attendance in addition to the Board were:

Daniel Horner	Highway Deputy Director
Michael Bryce	County Engineer
Roberta Lopez	BLM
Steven Puzas	Highway Supervisor
Scott Cooke	BLM
Amelia Taylor	BLM

BLM update was discussed.

Chairman Smith adjourned the work session at 2:45 p.m.

GRAHAM COUNTY BOARD OF SUPERVISORS

Danny Smith, Chairman

ATTEST:

Dustin Welker, Board Clerk