



When recorded, deliver to:

Marian Sheppard, Chief Deputy Clerk
Board of Supervisors



RESOLUTION NO. 12-12-01

BEFORE THE BOARD OF SUPERVISORS

GILA COUNTY, STATE OF ARIZONA

In the Matter of:)	
)	
Application of COLLINS RANCH WATER)	
)	FRANCHISE
USERS' ASSOCIATION, INC.)	
)	
for the renewal of a water franchise.)	
_____)	

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, STATE OF ARIZONA, THAT:

WHEREAS, COLLINS RANCH WATER USERS' ASSOCIATION, INC. ("Franchisee") on November 13, 2012, presented to the Gila County Board of Supervisors an application petitioning that the Board grant the renewal of a non-exclusive, non-public water Franchise to provide domestic and residential water to its member homes pursuant to A.R.S. §40-283 to enter upon all present and future public highways, roads, streets, alleys, thoroughfares (except state highways and except within the present confines of any incorporated city or town) within the unincorporated area of Gila County known as Collins Ranch, Payson, Arizona, to construct, operate and maintain water system facilities along, over, under and across said public highways, roads, streets, alleys and thoroughfares for the provision of water utility service; and,

WHEREAS, on July 27, 1987, the Board of Supervisors granted a 25-year non-exclusive Franchise to Collins Ranch Water User's Association, Inc. (CRWUA) to allow CRWUA to supply domestic and residential water to its member homes; and,



WHEREAS, on November 30, 1987, the Board of Supervisors approved an Amended Franchise which granted a 25-year non-exclusive Franchise to CRWUA effective November 30, 1987, to allow CRWUA to supply domestic and residential water to its member homes; and,

WHEREAS, on April 20, 1988, CRWUA was adjudicated a non-public water company by the Arizona Corporation Commission, Civil Action No. 87-146, Docket No. U-2501-87-198, Decision E 55944; and,

WHEREAS, the Franchise Service Area is approximately 126.3 acres in size and the legal description is as follows: Southwest Quarter of the Southwest Quarter of Section 29 and the North one half of the Northwest Quarter of Section 32; Township 11½ North; Range 11½ East; Gila and Salt River Base and Meridian, Gila County, Arizona; and,

WHEREAS, the following maps and diagrams are attached hereto as: Exhibit A – Map depicting the location of CRWUA’s Franchised Service Area in relationship to Payson, AZ; Exhibit B – Map depicting the location of CRWUA’s Franchised Service Area in detail to surrounding location; Exhibit C – Diagram depicting the “as-built” construction details of the system including the distribution pipelines; Exhibit D – Map depicting the Well Site and two well locations; and Exhibit E – Diagram of the water storage building, water storage tanks, pressure tank, booster pumps and chlorinator; and,

WHEREAS, upon filing of said application, the Board of Supervisors ordered the public notice of the intention of the Board to make such a grant by publication in the *Arizona Silver Belt*, once a week, three times consecutively on November 14, 2012, November 21, 2012, and November 28, 2012, and by publication in the *Payson Roundup*, once a week, three times consecutively on November 13, 2012, November 20, 2012, and November 27, 2012, and noticing that on Tuesday, December 4, 2012, the Gila County Board of Supervisors would consider the application at the Courthouse at 1400 E. Ash Street in Globe; and,

WHEREAS, the *Arizona Silver Belt*, the official newspaper of Gila County, has provided the Gila County Board of Supervisors with an affidavit that the notice had been published at least once a week for three consecutive weeks in the newspaper; and,

WHEREAS, notice was also regularly given pursuant to A.R.S. §38-431; and,



WHEREAS, this matter appeared before the Gila County Board of Supervisors on December 4, 2012, and no one appeared in opposition thereto; and,

WHEREAS, it appears that it will benefit the public safety, health or welfare in renewing this Franchise for an additional 15 years effective from the date of Board of Supervisors' approval, and that the Franchisee has complied with all necessary laws to enable it to receive such a Franchise.

NOW, THEREFORE, IT IS RESOLVED that the renewal of this Franchise be granted to CRWUA for the purpose of entering all present and future public highways, roads, streets, alleys, thoroughfares (except state highways and except within the present confines of any incorporated city or town) through December 3, 2027, unless earlier terminated, to construct, operate and maintain water service facilities within the unincorporated areas of Gila County, specifically providing, however, that:

1. All rights hereunder are granted under the express condition that the Board of Supervisors of Gila County shall have the power at any time to impose such restrictions and limitations and to make such regulations on such highways, roads, streets, alleys and thoroughfares as may be deemed best for the public safety, welfare and convenience.

2. All rights hereunder are granted on the express condition that the Franchisee shall bear all expenses, including damage and compensation, for any alteration of the direction, surface grade or alignment of a county road or any other such highway, road, street, alley, or thoroughfare occasioned by the exercise of its Franchise rights. If such road improvements are necessary and the Franchisee fails to make such improvements or bear all expenses necessary within 45 days after notification by Gila County, this grant shall be immediately rescinded and without any force or effect. Franchisee shall erect and maintain all necessary safety precautions throughout the period of the improvements.

3. All rights hereby granted shall be exercised so as not to interfere or conflict with any easement or right-of-way heretofore granted by said Board of Supervisors. Before Franchisee enters upon any highway, road, street, alley or thoroughfare that requires a right-of-way permit from the Gila County Public Works Division pursuant to Gila County Right-of-Way Ordinance No. 02-01, Franchisee shall apply for and receive such a permit.

4. All water system facilities constructed, operated and maintained pursuant to this Franchise shall be placed, removed or relocated, initially and throughout the term of this Franchise, along, in, or, under, over and across the said highways, roads and thoroughfares in such manner and location as the Board of Supervisors or its duly authorized agents may approve. Such placement, removal or relocation shall be done at the sole expense of the Franchisee upon a determination by the Board of Supervisors of Gila County



that such facilities interfere unduly with vehicular traffic over any such highway, road, street, alley, or thoroughfare. In all other instances, the costs incurred in relocating such facilities shall be borne by and added to the costs of the public or private improvement causing or resulting in such relocation.

5. Franchisee shall indemnify, defend, and save harmless Gila County from all costs, expenses and liabilities in connection with the grant of this Franchise and exercise of the same by Franchisee.

6. The Franchise granted herein shall not be deemed exclusive and the Board of Supervisors expressly reserves the right to grant from time to time similar Franchises over the same territory, highways, roads, streets, alleys and thoroughfares.

7. The right, privilege and Franchise granted herein shall be binding upon and inure to the benefit of Franchisee, its successors and assigns; provided, however, that no transfer or assignment shall be made without prior written notice to the Board of Supervisors.

8. In the event Gila County takes action to dispose of unnecessary public roadways in accordance with the provisions of Arizona Revised Statutes 28-7201, et seq., Gila County shall recognize and preserve each of Franchisee's prior rights-of-way, easements, and rights under this Franchise which are affected thereby, as they existed prior to such disposition.

IN WITNESS THEREOF the Board of Supervisors of Gila County, State of Arizona, by its Chairman, has hereunto set her hand and caused its official seal to be affixed this 4th day of December 2012.

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

Attest:

Marian Sheppard
Chief Deputy Clerk

The foregoing terms and conditions are hereby accepted by the Franchisee.

By See next page

Title _____

Date _____



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Gila County Board of Supervisors

Approved as to form:

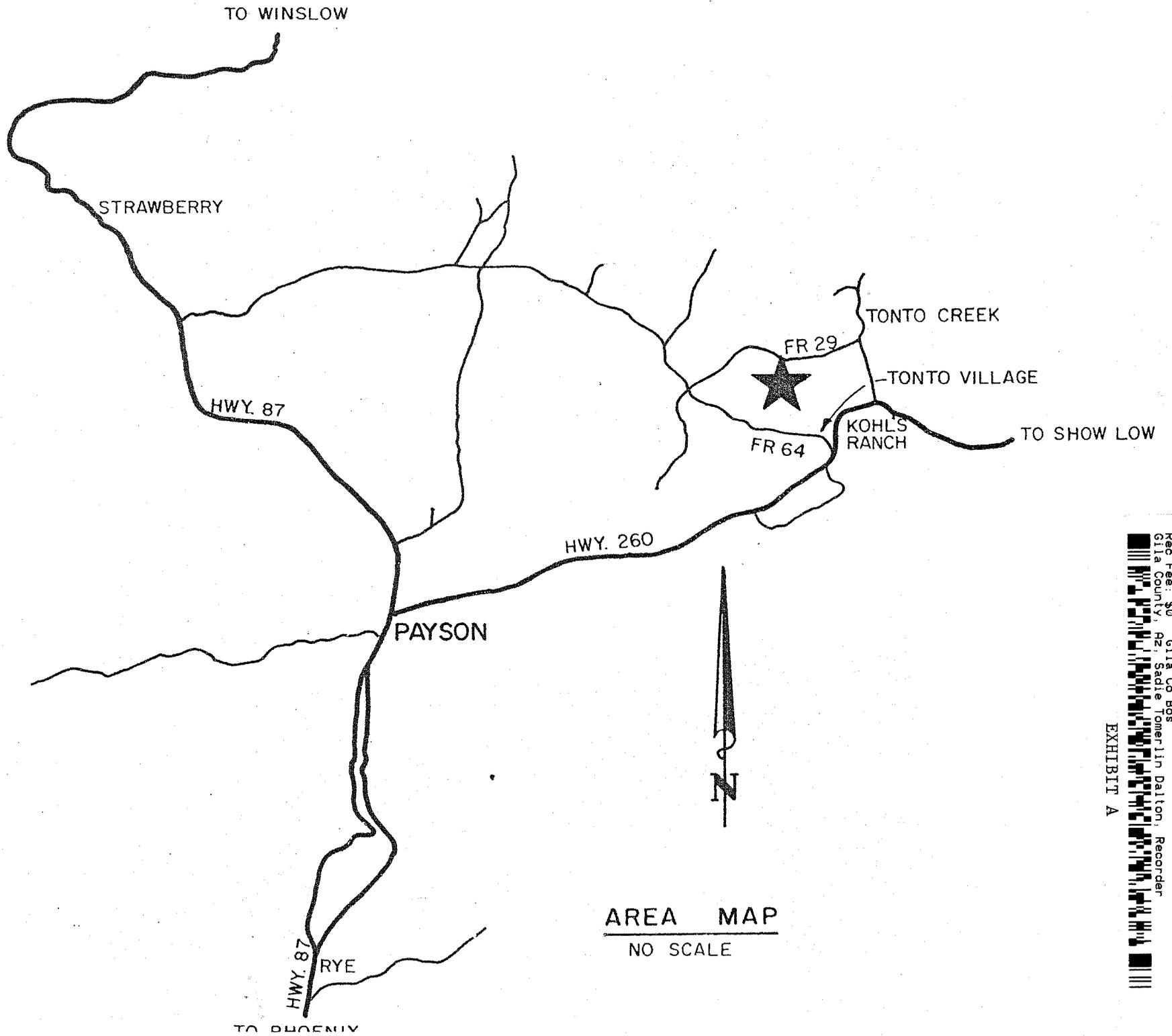
Attest:

Bryan Chambers
Chief Deputy County Attorney

Marian Sheppard
Chief Deputy Clerk

The foregoing terms and conditions are hereby accepted by the Franchisee.

By 
Title President
Date 12-4-12



2012-015032 RESL Page: 6 of 10
 12/06/2012 02:04:08 PM Bos Receipt #: 12-9475
 Rec Fee: \$0 Gila Co Bos
 Gila County, AZ, Sadie Tomerlin Dalton, Recorder
 EXHIBIT A

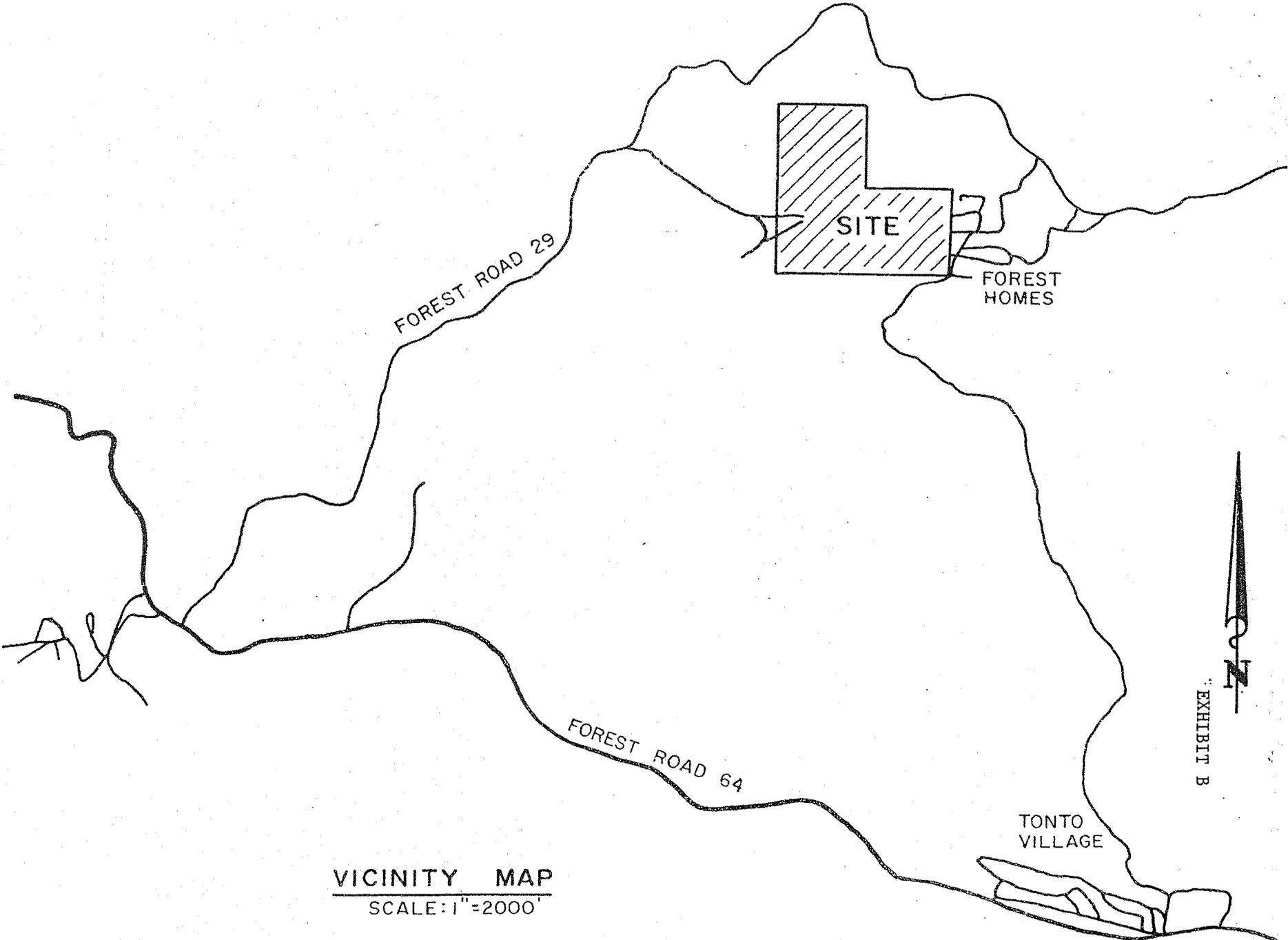
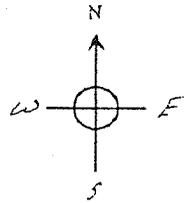
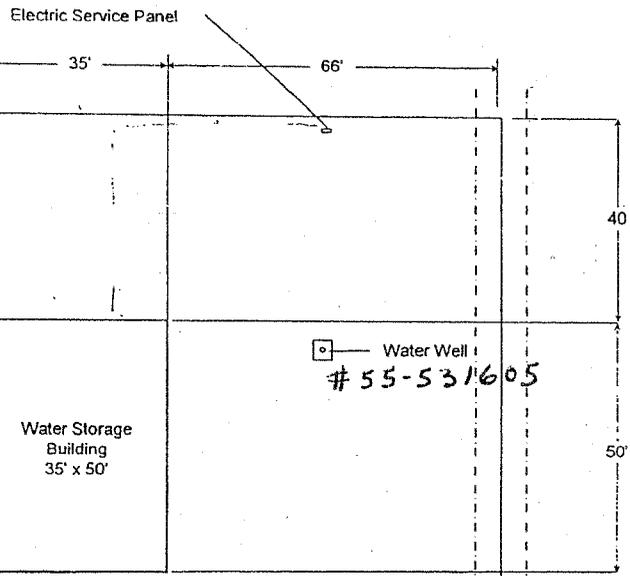


EXHIBIT B

VICINITY MAP
SCALE: 1"=2000'

2012-015032 RESL Page: 7 of 10
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Gila County, Az: Sadie Tomerlin Dalton, Recorder

186.57'



Zane Grey Meadows Road

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200.00'

EXHIBIT D

Collins Ranch Water Users Assoc.
ARN: 302-20-005

2012-015032 RESL Page: 9 of 10
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 Rec Fee: \$0 Gila Co Bos Recorder
 Gila County, Az Sadie Tomerlin Dalton

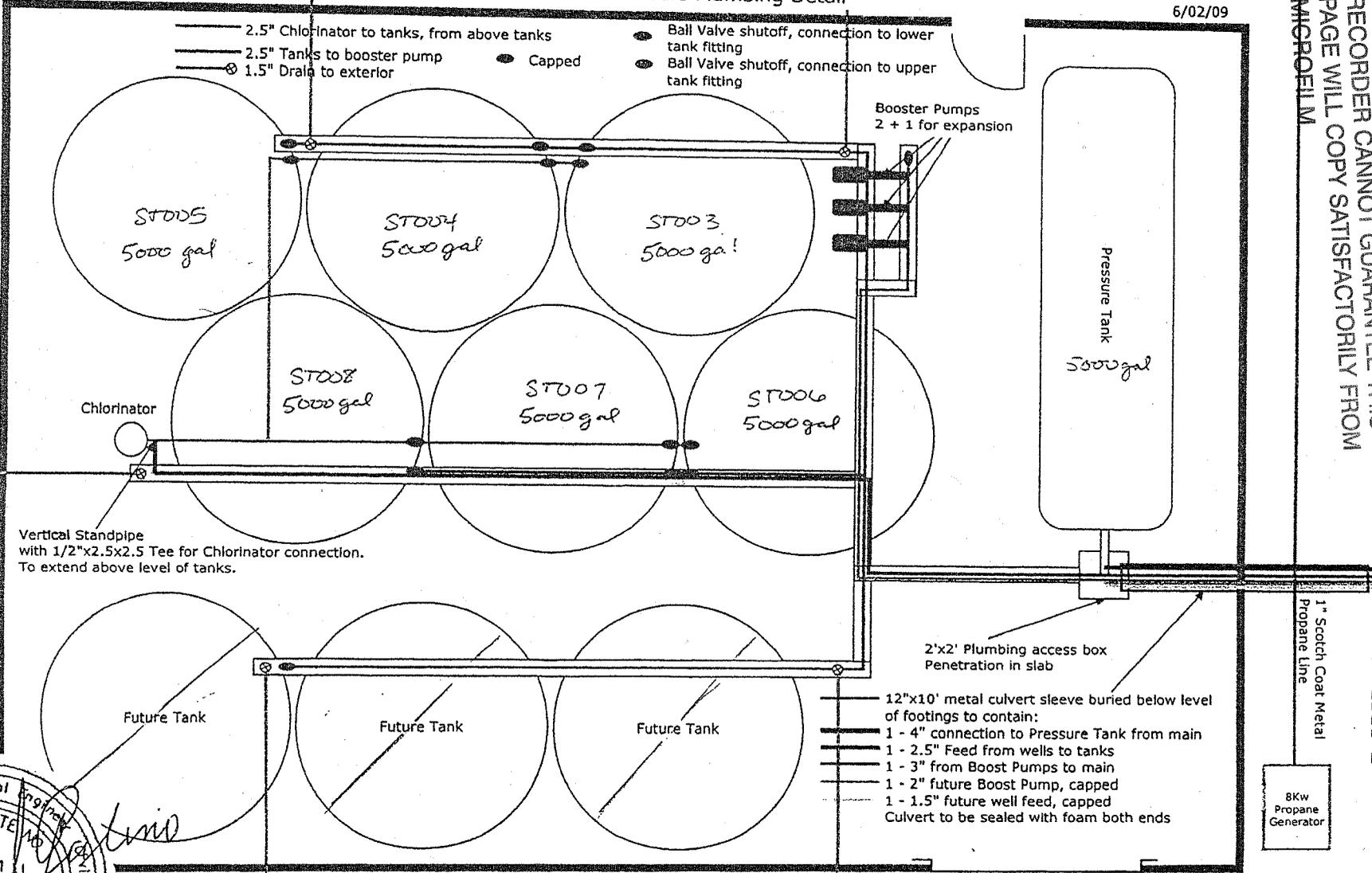
To 320 Gal Propane Tank, 15' from building

Collins Ranch Water Users Plumbing Detail

6/02/09

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EXHIBIT E



2012-015032 RESL Page: 10 of 10
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 Gila County, AZ
 Gila Co Bgs
 Sadie Tomerlin Dalton, Recorder



12/31/2011