



## NOTICE OF WORK SESSION

In accordance with § 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:30 p.m., Wednesday, April 6, 2022. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. The public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Melissa Lopez, Deputy City Clerk

## AVISO DE SESION DE TRABAJO

De acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.01, se le informa a los miembros del Cabildo y al público en general que el Alcalde y el Cabildo, tendrán una Sesión de Trabajo a las 6:30 p.m., el día Miércoles, 6 de Abril del 2022. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El público está invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para más información referente a derechos y provisiones del Acta de Americanos con Discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S § 1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones políticas para hacer una grabación de audio o video de su hijo menor de edad. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad está presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con los Estatutos del Estado de Arizona A.R.S. § 1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Melissa Lopez, Asistente a la Actuaría de la Ciudad



**AGENDA**  
**Work Session**  
**San Luis City Council**  
**San Luis Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**April 6, 2022**  
**6:30 p.m.**

For the safety of the public during the COVID-19 pandemic, members of the public may attend the City Council's Work Session of April 6, 2022, in person if the 6-foot distance can be maintained which is 27 people. However, members of the public may listen to the meeting's live audio stream on the City of San Luis' website <https://sanluisaz.gov/listenlive>. Recordings of the meetings will be available on the city's website <https://sanluisaz.gov/listenlive> after the meeting.

*Please take notice that members of the City Council will attend either in person, by telephone, or by video conference communication. The Mayor or Acting Mayor for this meeting may change the order of the items; if authorized by law and by a majority vote of a quorum of City Council members present, an executive session will be held immediately following the vote in accordance with A.R.S. § 38-431.03(a) and the meeting will be temporarily recessed while the City Council retires to executive session which will not be open to the public.*

Por la seguridad del público durante la pandemia COVID-19, habrá asistencia en persona para los miembros del público en la Sesión de Trabajo del Cabildo del 6 de Abril del 2022, si la distancia de 6 pies puede mantenerse, que es de 27 personas. Sin embargo, los miembros del público pueden escuchar el audio en vivo de la reunión transmitido en el sitio web de la Ciudad de San Luis <https://sanluisaz.gov/listenlive>. Las grabaciones de las reuniones estarán disponibles en el sitio web de la ciudad <https://sanluisaz.gov/listenlive> después de la reunión.

*Tenga en cuenta que los miembros del Cabildo de la ciudad asistirán en persona, teléfono o comunicación por video conferencia. El Alcalde o Vice Alcalde de esta reunión puede cambiar el orden de los temas; si está autorizado por la ley y por mayoría de votos de un quórum de miembros del Cabildo presentes, se llevará a cabo una sesión ejecutiva inmediatamente después de la votación de acuerdo con los Estatutos del Estado de Arizona A.R.S. § 38-431.03 (a) y la reunión será temporalmente recesada mientras el Cabildo de la ciudad se retire a una sesión ejecutiva que no estará abierta al público.*

**1. CALL TO ORDER/ROLL CALL**

**2. ITEMS FOR DISCUSSION ONLY:**

**2. A.** Discussion and possible directions to staff on any and all matters regarding Yuma County Airport Authority's request for Yuma County to terminate the lease with the Bureau of Reclamation for Rolle Airfield. **(Jenny Torres, Economic Development Manager)**

**2. B.** Discussion and possible directions to staff on any and all matters regarding the Yuma Mesa Irrigation and Drainage District water supply for the City of San Luis. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Public Works Director)**

**2. C.** Discussion and possible directions to staff on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks presentation during the 4th of July Celebration. **(Maria A. Roldan, Acting Director of Parks and Recreation)**

- 2. D.** Discussion and possible directions to staff on any and all matters regarding a proposed ordinance on animal abuse. A proposed ordinance amending Title 6 of the San Luis City Code by adding a new Chapter 6.20 Abuse of Animals; imposing penalties for violation; repealing any conflicting provisions and ordinances; and providing for severability. **(José A. de la Vara, City Prosecutor)**

**3. ADJOURNMENT**

**IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL WORK SESSION MAY BE HELD.**



## AGENDA ITEM REVIEW FORM

**Work Session****2. A.****Meeting Date:** 04/06/2022**Department Head:** Jenny Torres, Economic Development Manager, Administration, Economic Development**Submitted By:** Yigal Duarte, Economic Development Assistant, Administration, Economic Development**Action Requested:** Discussion Item - No Action to be Taken

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**ITEM:**

Discussion and possible directions to staff on any and all matters regarding Yuma County Airport Authority's request for Yuma County to terminate the lease with the Bureau of Reclamation for Rolle Airfield. **(Jenny Torres, Economic Development Manager)**

**SUMMARY:**

The Yuma County Airport Authority met with city staff and discussed the Yuma Airport Authority's request for Yuma County to relinquish the Yuma County U.S. Bureau of Reclamation (BOR) lease for Rolle Airfield. Yuma County is working with the Airport Authority and requested the City of San Luis to provide feedback on this request. City staff met with the Airport Authority staff and discussed Rolle Airfield Master Plan and toured the facility. The Yuma Airport Authority presented to the San Luis City Council and provided an update on the negotiations with BOR and discussed the reasons for taking over the BOR lease.

**RECOMMENDATION / SUGGESTED MOTION:**

Discussion and possible directions to staff only, no action.

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**Fiscal Impact**

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	Yes
<b>CITY/STATE/FEDERAL FUNDS:</b>	City
<b>TOTAL:</b>	\$99,030.00
<b>BUDGETED AMOUNT:</b>	NO
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	See fiscal impact statement
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	See fiscal impact
<b>FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):</b>	

This item was not budgeted for this fiscal year. If council directs staff to proceed with a feasibility study for Rolle Airfield we need council approval to do budget transfer in the amount of \$100,000 from account 200-860-90010 (Private ROW Cesar Chavez) to account 100-135-80001 Professional Services. The Private ROW acquisition was delayed.

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### **Attachments**

History

County and BOR

Future

Rolle Airfield Presentation

Rolle Airfield License Agreement from BOR

Sample Letter of Support

Kimley Horn Proposal

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October 30, 1988

SUN

# Airport repairs old war airfield

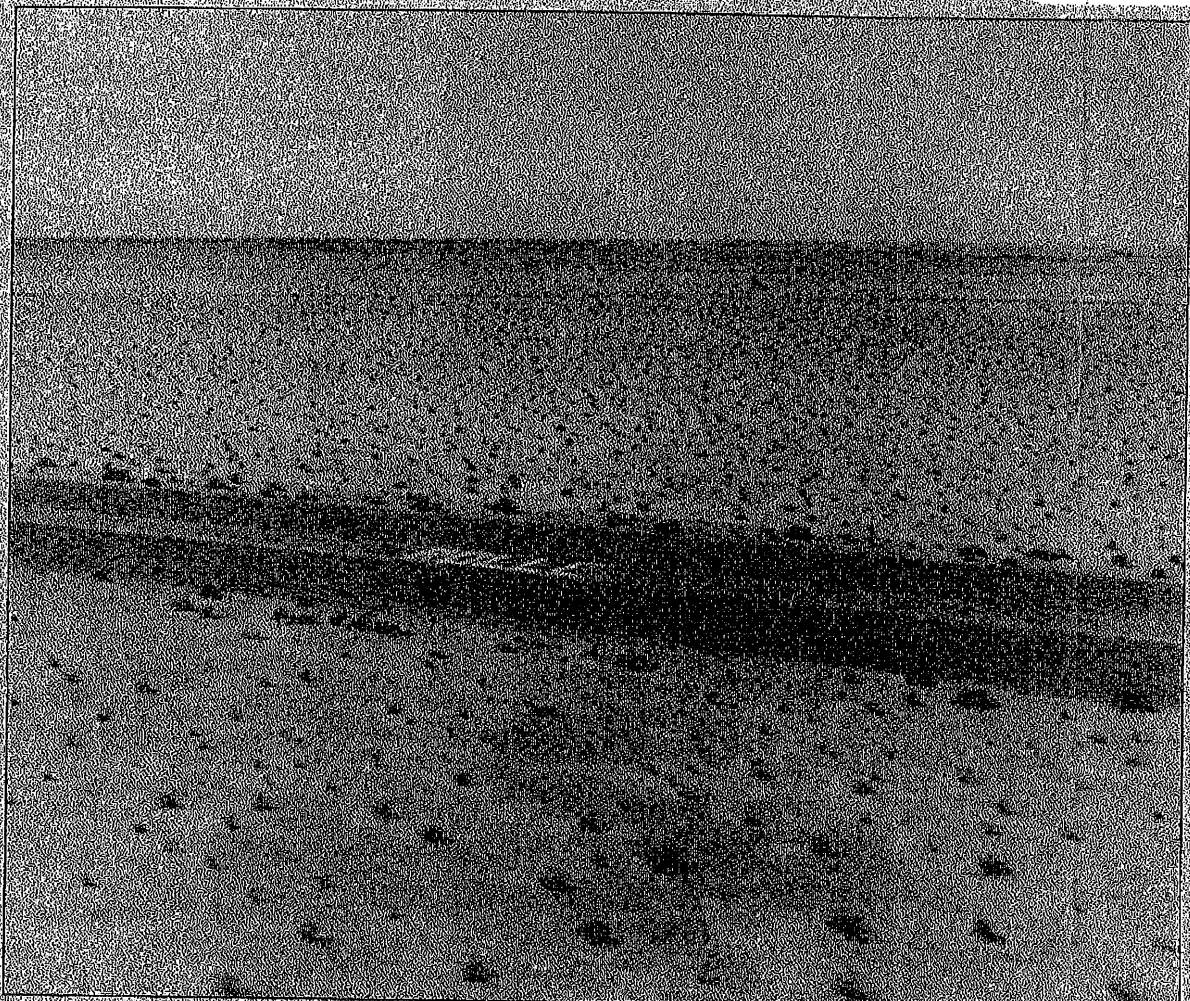
By BOB WERLEY  
Staff Writer

One day it may become San Luis International Airport, but for now, Yuma Auxiliary Airfield No. 4 will be "Rolle Airfield," named after longtime Yuma County Airport Authority member James B. Rolle.

The strip, about 10 miles southwest of Yuma on the mesa, was built during World War II as one of four airstrips in the area to help pilots training at Yuma Army Airfield. Like the others, it was a handy emergency landing field.

Now the airport authority, with Les Lewis as president, is moving to improve the strip, located six miles northeast of San Luis, Ariz., for future use.

The runway is being used as a reliever for pilot training. Student pilots use it for touch-and-go landings instead of coming into the main airport and mixing with



See AIRFIELD, Page 15

Rolle Airfield was Aux. 4 until redesignation; six miles to south of San Luis, Ariz.

The Sun/Bob Werley

# AIRFIELD

Continued from Page 1

heavy civilian and military traffic," said Donna Murray, Yuma International Airport manager.

As part of the upgrading of the field, the airport authority voted for a name change last summer. The authority decided that the field needed a change from the auxiliary designation to show transient military pilots who have been using the field that it is under civilian control, Murray said.

"They need to check with us when using the field."

Murray said the authority considered a number of names for the field but ultimately decided to honor the late James B. Rolle, a Yuma attorney.

In a letter to Robert C. Bloom, a Federal Aviation Administration supervisor in Los Angeles, Murray wrote: "The Yuma County Airport Authority is a unique organization, and it has taken people of great insight and effort to develop civilian aviation to the extent that it exists today in Yuma. One of those individuals was James B. Rolle.

"As the authority's legal counsel and a director from 1968 until his death in 1983 and president in 1975-76, Jim Rolle provided just that kind of vision and determination. His work in Yuma is deserving of the recognition that comes from great leadership and community service."

The authority has been granted its request that Rolle Airfield be included in the State Aviation System Plan.

The authority also is seeking state funding to secure the landing area, develop an apron area and rehabilitate the runway, Murray said. The authority also is looking for federal funds to help pay for the proposed work.

The county took over control of the field in 1952 and in 1973 designated the airport authority to improve, develop, operate and maintain it. It is located on a full section of land, 480 acres in the typical triangular design of such auxiliary fields as those in the Foothills, Wellton and eastern Yuma County.

As authority president in 1976, Rolle worked out a deal to gain \$25,000 in state money to improve the landing strip with an asphalt pavement. The lease with the U.S. Bureau of Reclamation was renegotiated in 1986 for a 25-year extension.

In past years the strip has been used for agriculture crop dusting operations as well as a hot-rod drag strip. For an aerial photography session last week, John Ewing, president of Sun Western Flyers, provided the aircraft free of charge and went along on the trip.

The airport authority is made up of 15 members with a five-man voting board of directors. Besides Lewis officers are Wayne Haugmann and F.C. "Frosty" Brades, vice presidents, Ron Harp, secretary, and Ed Zabel, treasurer.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
YUMA PROJECTS OFFICE  
YUMA, ARIZONA

DUPLICATE ORIGINAL

6-07-34-L0550

COLORADO RIVER BASIN SALINITY CONTROL PROJECT

Contract and License for Airport Purposes

1. THIS CONTRACT, made as of the 18<sup>th</sup> day of February, 1986, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, and particularly the Act of August 4, 1939 (53 Stat. 1187), as amended, between the UNITED STATES OF AMERICA, hereinafter styled "United States," acting for this purpose by the Regional Director, Lower Colorado Region, hereinafter referred to as "Contracting Officer," and COUNTY OF YUMA, of the State of Arizona, hereinafter styled "Contractor";

WITNESSETH:

2. WHEREAS, the Contractor desires the right to operate and maintain an airport on lands of the United States primarily for the purpose of operating, maintaining, and managing an airport including, but not limited to, use by farmers and growers of the Yuma area in connection with crop spraying or dusting operation described in Article 6 hereof; and

3. WHEREAS, the granting of such right by the United States and the exercise thereof by the Contractor under the terms and conditions herein provided will not be incompatible with the purposes for which the lands are being administered; and

4. WHEREAS, the Contractor has entered into "Memorandum of Understanding Relating to Reciprocal Use of Rights-of-Way Between Yuma County Highway Department and United States Bureau of Reclamation," No. 5-07-34-L0544, which provides for mutual use of the other's rights-of-way without reimbursement for administrative costs or fair market value.

5. NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows, to wit:

6. Subject to the terms and conditions hereinafter stated, the United States does hereby grant to the Contractor, a license to operate and maintain an airport on the following-described lands of the United States in the County of Yuma, State of Arizona:

Section thirty-five (35), Township ten (10)  
South, Range twenty-four (24) West, Gila  
and Salt River Meridian, Arizona.

All construction work performed by the Contractor across said lands shall be in conformity with plans and specifications approved by the Contracting Officer and shall be conducted by the Contractor at all times in a manner satisfactory to the Contracting Officer. The Contractor shall not cause or permit the surface of the ground to be altered in such a way as to affect natural drainage without the prior written approval of the Contracting Officer. The Contractor further agrees to keep his improvements to a minimum so as not to disturb the natural contours of the lands and that he will not prospect on or remove materials from the lands.

7. This License to use the lands described in article 6 shall be for a term of twenty-five (25) years from the date of this Contract after which period it may be revoked and terminated by the United States upon giving ninety (90) days written notice to the Contractor of its intention to so revoke and terminate such License. The Contractor shall remove any structures or facilities placed upon the lands by the Contractor prior to the date of expiration of such notice or any extension thereof that may be granted by the United States and shall restore the lands to the condition existing on the date of execution of this License; Provided, That upon failure of the Contractor to remove any such structure or facility or upon failure to restore the lands prior to expiration of such notice, or any extension thereof, the United States may remove any such structure or facility remaining on the lands and restore such lands and charge the expense of such removal and restoration to the Contractor.

8. There is reserved from the rights herein granted, the prior rights of the United States acting through the Bureau of Reclamation, Department of the Interior, to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for severance or other damage to the Contractor's work; Provided, however, That if such reserved rights are not identified in at least general terms in this grant and exercised for works authorized by the Congress within 10 years following the date of this grant, they will not be exercised unless the

Contractor or Contractor's successor in interest is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the United States will compensate or institute mitigation measures for any resultant damages to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of Contractor's works to accommodate the exercise of the United States' reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense, may mitigate the damages by reconstructing the Contractor's works to accommodate the United States' facilities, or may provide other adequate mitigation measures for any damage to the grantee's property or right. The decision to compensate or mitigate is that of the Contracting Officer.

9. The Contractor shall not use the above-described lands for any purpose other than that stated above. The Contractor may, however, construct and erect structures and facilities needed for operating, maintaining and managing the airport and for the storage of crop dusting materials.

10. The operation, maintenance and management of the airport shall be at the sole cost and expense of the Contractor and shall be in accordance with the regulations of the Federal Aviation Administration; and authorized representatives of the Federal Aviation Administration shall have the right at any time to inspect the said airport and all records pertinent to the operation, maintenance and management of same.

11. The United States shall have the right to assume full charge and control of the lands and structures and facilities constructed or erected by the Contractor at such time or times as the President of the United States shall deem the same necessary for military or defense purposes.

12. The Contractor shall at all times, and at the Contractor's sole expense, operate and maintain the said airport and make the necessary repairs and replacements to said airport in a good and workmanlike manner and so as not to interfere with the proper use and operation of or cause injury to any property or works of the United States, its successors or assigns. The Contractor shall reimburse the United States, its successors or assigns for all damage arising out of the utilization of the aforementioned lands and shall promptly pay any bills rendered therefor by the United States.

13. The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damages and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Contractor's activities under this agreement.

14. Subject to the right hereby reserved to the United States to cancel this contract forthwith, by written notice, upon breach by the Contractor of any of the provisions hereof, the term of this contract shall be for the period of twenty-five (25) years from the date hereof; Provided, That on expiration of termination of this contract, all improvements constructed or erected by the Contractor pursuant to this contract shall become the property of the United States.

15. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; Provided, however, That no assignment or transfer of any of the rights of the Contractor hereunder shall be made without the prior written consent of the United States.

16. (a) Any notice, demand, or request required or authorized by this license to be given or made to or upon the United States shall be deemed properly given or made if delivered, or mailed postage prepaid, to Project Manager, Yuma Projects Office, Bureau of Reclamation, Post Office Bin 12487, Yuma, Arizona 85365.

(b) Any notice, demand, or request, required or authorized by this agreement to be given or made to or upon the Contractor shall be deemed properly given or made if delivered, or mailed postage prepaid, to the Contractor at the address given at the foot of this contract.

(c) The designation of the person to or upon whom any notice, demand, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this article for other notices.

17. All Departments, Bureaus and Agencies of the United States operating aircraft shall have free and unrestricted use of said airport and shall have the right to use and obtain services, fuel, lubricants and other supplies and facilities as may be provided at the airport at prices not in excess of prices charged others for similar services, supplies and facilities.

18. Neither this license nor any interest herein shall be transferred by the Contractor without the written consent of the United States.

19. There is reserved to the United States all uranium, thorium, or any other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

20. The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the Contractor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

21. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

22. During the performance of this contract the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, The parties hereto have executed this agreement as of the day and year first above written.

APPROVED AS TO LEGAL SUFFICIENCY THE UNITED STATES OF AMERICA,

By: Int. L. Dorchman 3-12-86  
Field Solicitor

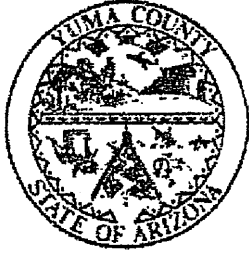
By: [Signature]  
Regional Director  
Lower Colorado Region

YUMA COUNTY

By: [Signature]  
Title: Chairman

Address: P.O. Box 1112

Yuma, AZ 85364



Yuma County  
Yuma, Arizona

OFFICE OF THE  
BOARD OF SUPERVISORS  
Redondo Square  
P.O. Box 1112  
Yuma, Arizona 85364  
Phone 782-4534

BOB McCLENDON  
DISTRICT 1

GARY MUNK  
DISTRICT 2

RAY MOORE  
DISTRICT 3

CLYDE CUMING  
DISTRICT 4

PAT CONNER  
DISTRICT 5

ANDREW O. TORRES  
COUNTY ADMINISTRATOR

RESOLUTION NO. 86-11

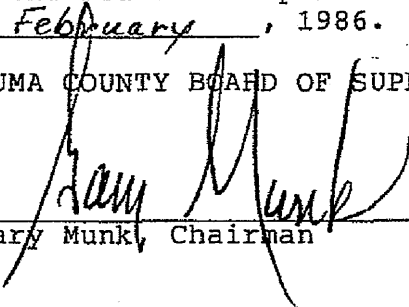
WHEREAS, the Board of Supervisors of the County of Yuma hereby approves a Lease Agreement to be entered into with the U. S. Department of the Interior for a contract and license for airport purposes.

WHEREAS, the term of the contract being twenty-five (25) years upon the signature of the Chairman.

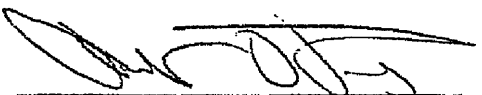
NOW, THEREFORE, BE IT RESOLVED, That the Chairman is authorized to sign this Lease Agreement on behalf of the Yuma County Board of Supervisors.

PASSED and ADOPTED by the Board of Supervisors of Yuma County, this 18<sup>th</sup> day of February, 1986.

YUMA COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Gary Munk, Chairman

ATTEST:

  
\_\_\_\_\_  
Andrew O. Torres, Clerk/  
Yuma County Administrator



1986 License  
and  
Extension to  
2034

Contract No. 6-07-34-L0550  
Amendment No. 1

**DUPLICATE  
ORIGINAL**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
LOWER COLORADO REGION  
YUMA AREA OFFICE  
YUMA, ARIZONA

COLORADO RIVER BASIN SALINITY CONTROL PROJECT  
PROTECTIVE AND REGULATORY PUMPING UNIT  
TITLE I DIVISION, FIVE MILE ZONE  
ARIZONA

AMENDATORY CONTRACT AND LICENSE FOR AIRPORT PURPOSES

1 CONTRACT AND LICENSE No. 6-07-34-L0550 (License), dated February 18, 1986, is  
2 amended this 23 day of October, 2009, pursuant to provisions of the  
3 Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation Project Act of  
4 August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); and acts amendatory  
5 thereof or supplementary thereto; and the provisions of 43 CFR § 429, between the United States  
6 of America, acting through the Bureau of Reclamation, hereinafter referred to as "Reclamation,"  
7 represented by the officer executing this License, hereinafter referred to as the "Area Manager,"  
8 and the County of Yuma, of the State of Arizona, hereinafter referred to as the "Licensee."  
9

10 WITNESSETH:

11  
12 WHEREAS, the parties hereto under date of February 18, 1986, entered into a Contract  
13 and License to Use Lands for Airport Purposes, bearing Contract No. 6-07-34-L0550 hereinafter  
14 referred to as "License,"; and  
15

16 WHEREAS, the parties desire to amend the License in the respects hereinafter provided.  
17

18 NOW, THEREFORE, in consideration of the mutual covenants and other provisions  
19 herein contained, the parties hereto agree as follows:  
20

21 1. Article 7 of the License is hereby amended so as to read as follows:  
22

23 7. This License to use the lands described in article 6 shall be for a term of  
24 twenty-five (25) years from the date of this Contract after which period it may be revoked and  
25 terminated by the United States upon giving ninety (90) days written notice to the Licensee of its

26 intention to so revoke and terminate such License. The Licensee shall remove any structures or  
27 facilities placed upon the lands by the Licensee prior to the date of expiration of such notice or  
28 any extension thereof that may be granted by the United States and shall restore the lands to the  
29 condition existing on the date of execution of this License. Provided, that upon failure of the  
30 Licensee to remove any such structure or facility or upon failure to restore the lands prior to  
31 expiration of such notice, or any extension thereof, the United States may remove any such  
32 structure or facility remaining on the lands and restore such lands and charge the expense of such  
33 removal and restoration to the Licensee.

34

35 2. Except as herein otherwise provided, each of the provisions of the License shall  
36 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names to this AMENDATORY CONTRACT AND LICENSE which shall become effective the day and year first above written.

THE UNITED STATES OF AMERICA

By: Jennifer McCloskey  
Jennifer McCloskey  
Area Manager  
Yuma Area Office  
Lower Colorado Region  
Bureau of Reclamation  
United States Department of the Interior

Date: 10/23/09

ACCEPTANCE:

County of Yuma

By: Thad M. McLean

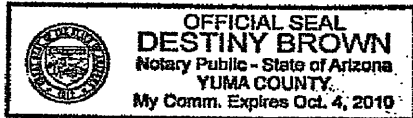
Title: YCAA President

Date: September 16, 2009

ACKNOWLEDGMENT

State of Arizona        )  
                                  ) ss.  
County of Yuma         )

On this 23 day of October, 2009, before me,  
Destiny Brown, a Notary Public in and for said County and State  
personally appeared Jennifer McCloskey Area Manager, Yuma Area Office,  
Lower Colorado Region, Bureau of Reclamation, United States Department of the Interior,  
known to me to be the person described in the foregoing instrument, and acknowledged to me  
that she executed the same on behalf of the United States of America in the capacity therein  
stated and for the purposes therein contained.



[Signature]  
Notary Public in and for the  
County of Yuma, State of Arizona

My Commission Expires: October 4, 2010



# United States Department of the Interior



## BUREAU OF RECLAMATION

Yuma Area Office  
7301 Calle Agua Salada  
Yuma, Arizona 85364

OCT 30 2009

IN REPLY REFER TO:

YAO-7120  
LND-6.00

Mr. Craig Williams  
Airport Director  
Yuma County Airport Authority  
2191 East 32<sup>nd</sup> Street, Suite 218  
Yuma, Arizona 85365

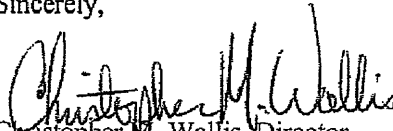
Subject: Yuma County Airport Authority – Amendatory Contract and License No. 06-07-34-L0550 – Amendment No. 1 Relating to Rolle Field License Extension - Colorado River Basis Salinity Control Project Protective and Regulatory Pumping Unit Title I Division, Five Mile Zone, Arizona

Dear Mr. Williams:

Enclosed for your files is a fully executed duplicate original of the subject Contract No. 05-07-34-L0550, Amendment No. 1.

If you have questions, please contact Mr. Cliff Oyama, Lands Team Consultant, at telephone No. 928-343-8542.

Sincerely,

  
Christopher M. Wallis, Director  
Resource Management Office

Enclosure



1 ated herein with respect to the operation of the airport upon the  
2 lands covered by the aforesaid license, to the extent that said  
3 terms are not inconsistent with the license above described.

4 3. The Yuma County Airport Authority agrees to assume and per-  
5 form all of the obligations of the County under said license and  
6 to indemnify and hold harmless the County from all liability in  
7 connections therewith.

8 This agreement shall be binding upon the parties and successors  
9 in office and successors in interest of the parties hereto.

10 IN WITNESS WHEREOF the parties have hereunto set their hands  
11 the day and year first above written.

12  
13 THE BOARD OF SUPERVISORS OF YUMA  
14 COUNTY, STATE OF ARIZONA

15 BY *Shirley A. Johnson*

16  
17 ATTEST:

18 *R. J. [Signature]*

19 YUMA COUNTY AIRPORT AUTHORITY, INC

20  
21 BY *Theo. L. Madley*  
22 Its President

23 ATTEST:

24  
25 YCAA is the  
26 County's  
27 "Agent"  
28  
29  
30  
31  
32

# Yuma International Airport



Yuma County Airport Authority 2191 E 32nd St, Ste 218, Yuma, AZ 85365 (928) 726-5882

June 30, 2015

Maria Ramirez  
Area Manager  
Bureau of Reclamation  
7301 Calle Agua Salada  
Yuma, AZ 85364

RE: Request for Contract and License Agreement  
Existing Agreement #06-07-34-L0550

Dear Ms. Ramirez,

The Yuma County Airport Authority, Inc. ("the YCAA"), respectfully requests on behalf of the County of Yuma, Arizona ("the County"), that the United States Department of the Interior, Bureau of Reclamation ("the BOR"), consider drafting a new agreement substantially similar to the existing agreement referenced above for the purpose of outlining the terms and conditions of the continued contract and license to use lands for airport purposes. In an attempt to simplify the nature of the agreement and its management, the YCAA is further requesting that the BOR consider entering into this new agreement with the YCAA, rather than the County, as has been done in the past. This letter is intended to provide with you with information necessary to get started, including the the intended use of the lands and suggested terms and conditions desired.

## BACKGROUND

The YCAA is an Arizona non-profit corporation and an airport authority in accordance with Arizona Revised Statutes ("A.R.S.") § 28-8411 *et seq.* The YCAA was created in 1965 to manage aviation assets controlled by the County including the Yuma International Airport. The County leases its entire airport facility to the YCAA pursuant to those statutes. In addition to the Yuma International Airport, the County has utilized the YCAA to manage Rolle Field Airport, located in San Luis, Arizona and its related Contract and License Agreement with the BOR since 1972. The County has had an agreement to use the property commonly known as Rolle Field Airport, through a number of agreements with the BOR that dates as far back as the 1950's. The use of the property, which consists of an entire section or one square mile, has essentially remained unchanged over the decades, in that it is the location on which a paved landing strip is used for General Aviation aircraft activity of various types. The Licensee on the current Agreement is the County of Yuma; however, the YCAA manages this property and the related Contract and License Agreement with the BOR on the County's behalf.

The current Agreement and the related Amendment 1, extending the term to October 22, 2034, is attached for your reference as Exhibits A and B, respectively. The YCAA has appreciated the

Request new  
lease + possible  
move away from  
County to YCAA

Cover of 290  
page Doc

Maria Ramirez  
Bureau of Reclamation  
Page 2

nature of the agreement, and the community has benefitted greatly from the ability to utilize the resulting improvements to help foster civil aviation in the Southwest region.

#### MOVING FORWARD

The YCAA was formed pursuant to the amended articles of incorporation attached hereto as Exhibit C for "the development, promotion, and encouragement of transportation into and out of the County of Yuma and other communities in Southern Arizona." Pursuant to A.R.S. §§ 28-8411.A.1, 28-8418.A.2, 28-8423.A and 28-8425.A, copies of which are attached hereto as Exhibits D, E, F and G, a county is authorized to establish and operate an airport and vest authority for control of the same in a body of the county, which may be accomplished through the lease of the airport to such body. Pursuant to A.R.S. 28-8424.A.1, a copy of which is attached hereto as Exhibit H, "a non-profit corporation that is a lessee as provided in section 28-8423 is a validly organized and existing body politic and corporate." The YCAA is such a nonprofit corporation, and is a lessee as contemplated by A.R.S. § 28-8423, and, therefore, a body politic of the State of Arizona. As such, at the YCAA is seeking that the new contract and license agreement be made between the YCAA and the BOR.

The YCAA has been directly responsible for all aspects of the Yuma International Airport since 1966 through its lease with the County attached hereto as Exhibit I (the "Lease"), as amended and extended through its current term, which is set to expire in 2057. The Lease is long term and grants the YCAA exclusive control and operation of Yuma International Airport, as well as responsibility for any associated risks. Since entering into the Lease, YCAA has fulfilled all of its obligations under the Lease, taking full control of and responsibility for all aspects of the operation, maintenance, and leasing of land and facilities as contemplated by and provided for in the Lease. Accordingly, the United States Department of Transportation, Federal Aviation Administration, recognizes the YCAA as the airport sponsor, fully responsible for compliance with thousands of regulations, and provides millions of dollars in capital improvement grants directly to the YCAA.

Simply put, the YCAA is more than qualified to enter into a new contract and license agreement directly with the BOR. If the BOR is agreeable to such a change in the current Contract and License Agreement, the YCAA will provide written evidence of the County's concurrence with such change. Further, since the current Agreement has less than 20 years remaining, the YCAA's ability to obtain grant funding from the Arizona Department of Transportation ("ADOT") necessary to invest in airfield improvements is restricted. Therefore, the YCAA would like to begin work on a new contract and license agreement with the BOR as soon as possible to enhance its ability to secure more ADOT grants for facility improvements.

Additionally, the YCAA is seeking a new agreement between the YCAA and the BOR to reflect the intentions of both parties, including modern language essential to address compliance requirements, as well as the following issues:

1. **Revolving 25-year term.** In an effort to simplify the ability to keep the agreement in compliance with ADOT's requirement of a minimum 20-year term, the YCAA is requesting an initial 25-year term, with three options to renew for five years each. These options could be limited to being exercised during years four, eight and 12, keeping the agreement with an overall term of less than 30 years, but always more than the 20 years, as required by the YCAA's funding sources.
2. **Revising the scope of activity occurring on the property if necessary.** Over time, the most frequent use of the airfield has shifted from almost entirely agricultural related activity to pilot training and the test and evaluation of unmanned aerial systems or UAV's. The intended use of the property is described in Section 2 of the current Agreement which reads:

“[T]he Contractor desires the right to operate and maintain an airport on lands of the United States primarily for the purpose of operating, maintaining, and managing an airport including, but not limited to, use by farmers and growers of the Yuma area in connection with crop spraying or dusting.”

Due to the ever-evolving nature of the aviation industry, for purposes of the new agreement, it may be prudent to limit the references of specific uses of the property and simply reference the intention to “operate and maintain an airport.” If a more specific purpose is necessary in the new agreement, the following activities commonly occur at the Rolle Field Airport today:

- Flight instruction and pilot training
- Practice landings and takeoffs by licensed pilots
- Flight testing of unmanned aerial systems
- Agricultural related aircraft activity
- Military training exercises

It is important to note that the property continues to be utilized for the purposes of operating and maintaining an airport, as it has for decades, without exception.

#### DEVELOPMENT PLANNING AND ENVIRONMENTAL ASSESSMENT

In an effort to ensure efficient and responsible stewardship of the property, the YCAA has completed a masterplan for the intended use of the property. The Rolle Field Masterplan has been attached as Exhibit J for your reference.

Maria Ramirez  
Bureau of Reclamation  
Page 4

In order to ensure that the property's intended use is not at odds with responsible stewardship, the YCAA has obtained funding from ADOT to perform an environmental assessment. This funding, represented as ADOT Grant E5S2Z, will fund the completion of an environmental assessment, which will begin in the Summer of 2015. A copy of the grant funding for this study has been attached as Exhibit K.

IN SUMMARY

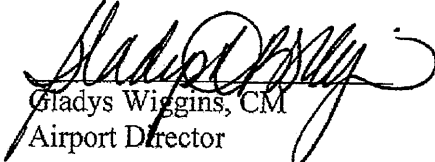
The YCAA looks forward to working with your staff to establish a new agreement with the YCAA to continue to promote and foster responsible civil aviation management in the region.

Your contact for purposes of this new agreement will be:

Gladys Wiggins, CM  
Airport Director  
2191 East 32<sup>nd</sup> Street, STE 218  
Yuma, AZ 85365  
Tel: 928.726.5882  
Fax: 928.344.4677  
[gladys@yumaairport.com](mailto:gladys@yumaairport.com)

We appreciate everything that you have done in the past to assist us in managing the Rolle Field Airport and look forward to working with you on the new agreement.

YUMA COUNTY AIRPORT AUTHORITY, INC.

  
Gladys Wiggins, CM  
Airport Director



# United States Department of the Interior

## BUREAU OF RECLAMATION

Lower Colorado Region  
Yuma Area Office  
7301 Calle Agua Salada  
Yuma, AZ 85364

IN REPLY REFER TO

YAO-7120  
LND-6.00  
2.2.3.18

**JUN 21 2018**

Ms. Gladys Brown  
Airport Director  
Yuma County Airport Authority  
2191 East 32<sup>nd</sup> Street, Suite 218  
Yuma, AZ 85365

**Subject: Yuma County Airport Authority (YCAA) – Contract and License No. 06-07-34-L0550  
With Yuma County for Airport Purposes (Contract) – Rolle Airfield – Colorado River  
Basin Salinity Control Project – Protective and Regulatory Pumping Unit – Title I  
Division, Five Mile Zone, Arizona**


Dear Ms. Brown:

We appreciated the opportunity to meet with Meses. Gen Grosse and Sarah Halligan on June 1, 2018, to discuss the subject Contract. It is our understanding that because the remaining term of the current Contract with Yuma County is insufficient in relation to grant funding opportunities, as well as the fact that the YCAA is an entity that is independent of Yuma County, a new agreement with the YCAA for Rolle Airfield is desired. It is also our understanding that you intend to obtain a letter of concurrence from Yuma County for the termination of the subject Contract, concurrent with the execution of a new agreement with YCAA.

Please let this letter serve as confirmation that the Bureau of Reclamation is willing to enter into an agreement with YCAA for airport purposes for Rolle Airfield, contingent upon reaching mutually acceptable terms with YCAA and receipt of written concurrence from Yuma County for termination of the subject Contract.

We look forward to working with your agency in the development of a new agreement for Rolle Airfield. If you have any questions, please contact Mr. Scott Kerns, Realty Specialist, at telephone No. 928-343-8462 or via electronic mail at [skerns@usbr.gov](mailto:skerns@usbr.gov).

Sincerely,

  
Christopher M. Wallis, Chief,  
Resource Management Office



**Rolle Airfield- YCAA and BOR**  
**Gladys Brown** to: Susan Thorpe  
Bcc: Junior Hinkle

06/05/2018 01:41 PM

Good Afternoon Susan,

As you know, the County has a "Contract and License Agreement" (the "License") with the US Department of the Interior for a section of land in San Luis, Arizona upon which the Airport Authority has constructed and maintains Rolle Airfield. The "License", which is set to expire in 2034, is managed by the Authority, on the County's behalf, in accordance with action taken by the Board of Supervisors back in 1973. Over the years the Authority has invested a substantial amount of resources into the facility which includes a paved runway and an aircraft hangar building in a secure access-controlled environment.

The Authority is eligible to receive funding from ADOT to support further investment into the airfield, as long as we have the right to manage, operate and control the facility for a minimum of 25 years from the date grant monies are allocated. In an effort to ensure our ability to continue investing in airfield improvements, we have been working with the Bureau of Reclamation (BOR) to get everything in place to extend or hopefully obtain a new License. Since initiating the effort, we have completed a masterplan for the facility, as well as completing an Environmental Assessment and the all important FONSI, it was determined by the BOR that a Categorical Exclusion is expected as we look at improvements within the fenceline. Our intention is to obtain a similar License which provides for use of the property with the following improvements:

- A longer term
- A stipulated series of options to extend, to avoid applying for extensions on a regular basis
- Updating the scope of authorized use to reflect the operations described the masterplan
- Replace the County as the Licensee with the Airport Authority

Rather than continue down the historical path of managing the License on behalf of the County, we have asked the BOR if they would consider establishing a new agreement directly with the Airport Authority. We believe this reflects the intent of the action taken by the Board of Supervisors back in 1973, as well as, our existing relationship. We have avoided approaching the County with this concept until we have received confirmation that they would be willing to do so. The BOR has agreed to work on a new License, with the improvements listed above, including changing the parties to reflect an agreement between the Department of the Interior and the Airport Authority, rather than Yuma County. We expect to receive written notification of their intent in the coming weeks.

This email is intended as a "heads up" on the issue, which we expect to formerly present to your attention once we receive written confirmation from the BOR. Our formal request will contain the necessary additional details and supporting documentation, as well as our commitment to provide your administration with everything necessary to have the issue considered by the Board of Supervisors.

If you have any questions, please do not hesitate to call.

Thank you for your time and always a pleasure working with you,

Gladys

**Gladys D. Brown, C.M., C.A.E.**

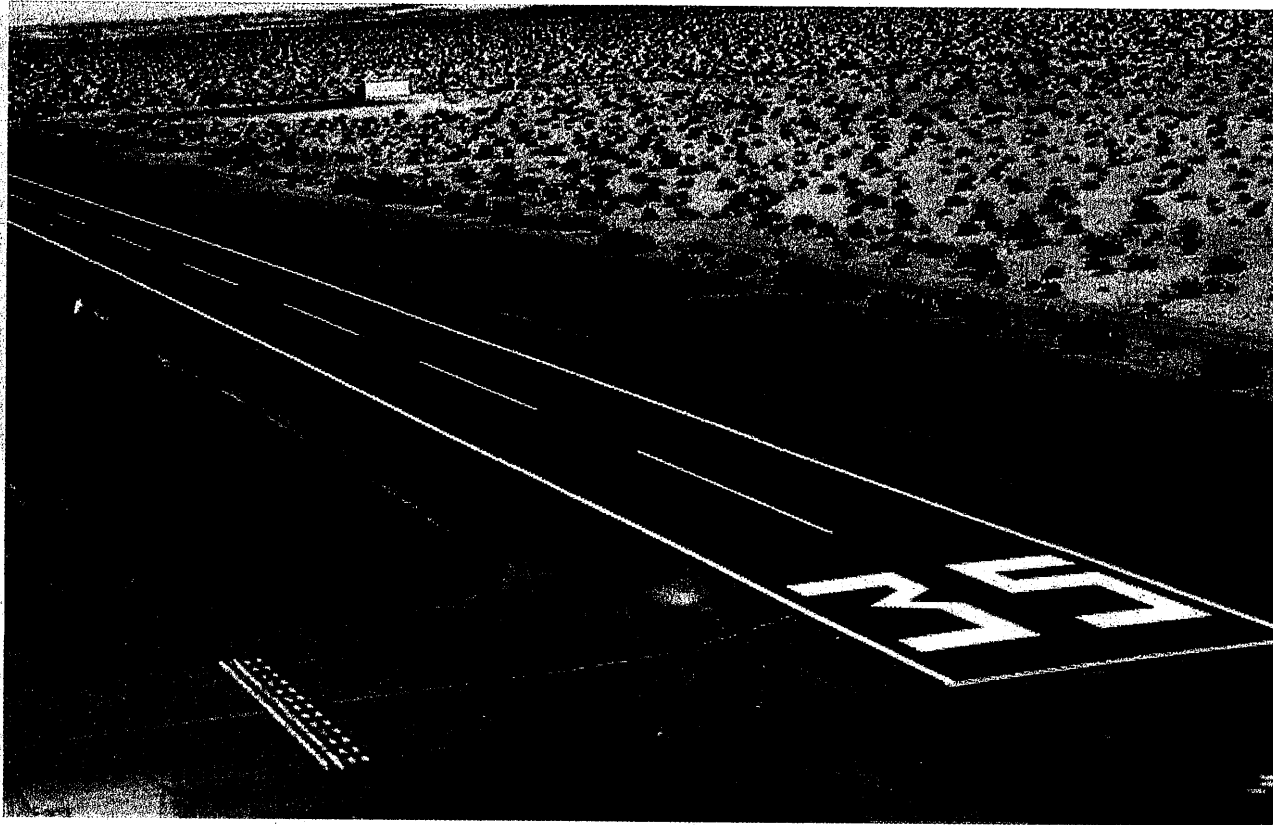
**AIRPORT DIRECTOR**

**Yuma International Airport & Rolle Airfield**

**2191 E. 32<sup>nd</sup> Street, Suite 218**

# ROLLE AIRFIELD

SAN LUIS, ARIZONA

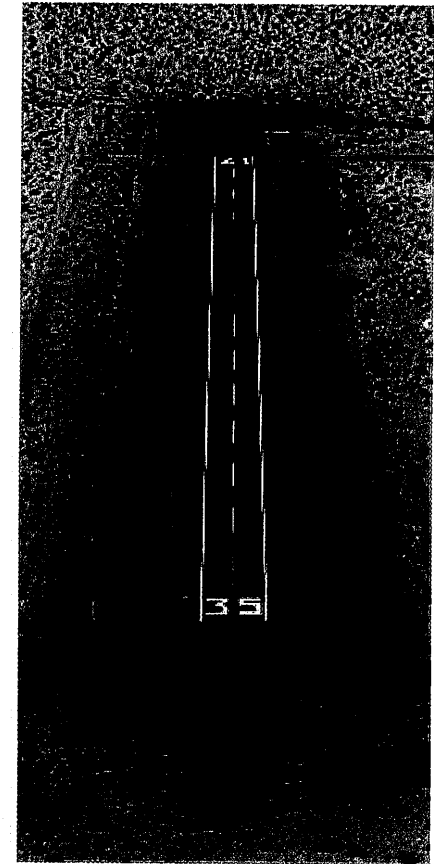
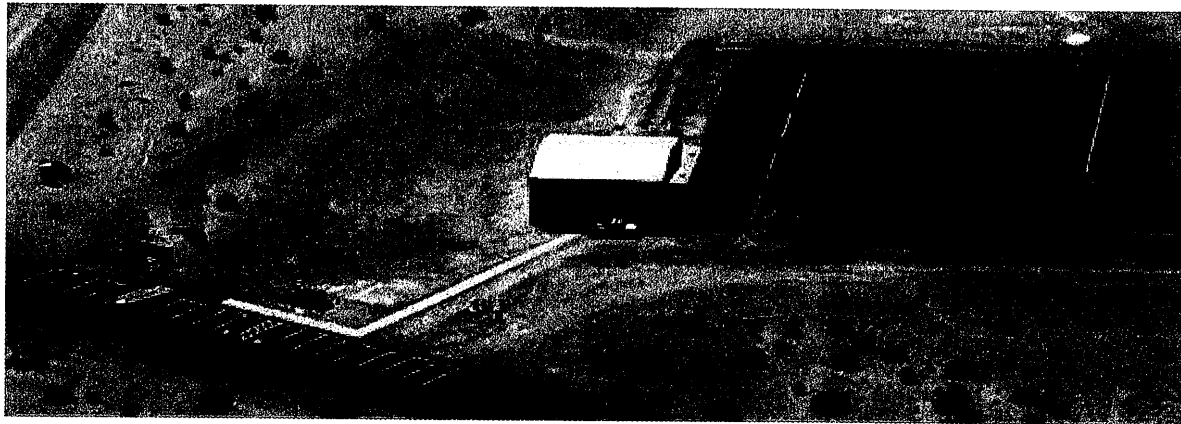


# Rolle Airfield

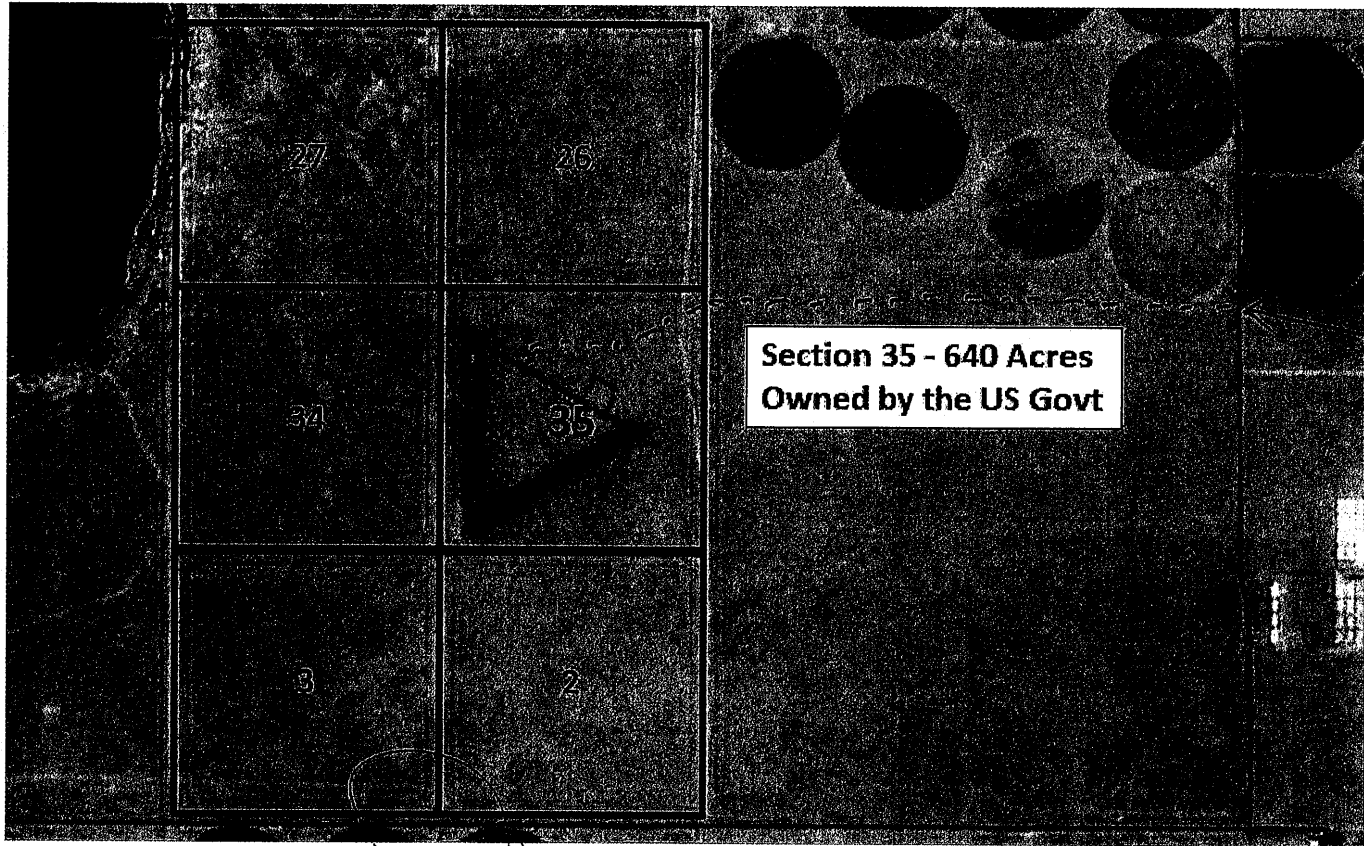
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## Successful development:

- New Paved 2,800' runway
- 2,500 Sq. Ft. Hangar
- Full Security Fence/ Access Control
- Helipad
- Utilized by defense contractors, aviation enthusiasts & the military



# Rolle Airfield



Section 35 - 640 Acres  
Owned by the US Govt

COUNTY 21<sup>ST</sup>  
STREET

CURRENT  
ACCESS

MILE 3

# Rolle Airfield – New lease update

---

- The Airport Authority is the County's "Agent" in regards to Rolle Field which does not satisfy the necessary element of control necessary to obtain ADOT Capital Improvement Grants
- In October of 2018 the Authority proposed to the County that it consider terminating its lease with the BOR, in favor of the Airport Authority which would satisfy this requirement.
- The BOR is willing to move this direction if the County so desires

# Rolle Airfield – New lease update

---

- The following issues were raised:
  - Does the lease with BOR have any value? NO
  - Would it be legal to step aside and pass it along to the Authority? YES
  - Does San Luis support this?
- The County Attorney has verbally expressed his thoughts with YCAA legal counsel and believes that the License Agreement does not have value and taking these steps would be legal.
- The Authority is awaiting Mr. Reyes thoughts after having consulted with the City of San Luis

# Yuma International Airport



Yuma County Airport Authority 2191 E 32nd St, Ste 218, Yuma, AZ 85365 (928) 726-5882

PORT OF OPPORTUNITY

March 26, 2020

Dave Wostenberg, PE  
Senior Civil Engineer  
Yuma County Engineering  
2351 W 26th St  
Yuma, AZ 85364  
David.wostenberg@yumacountyaz.gov

Subject: Avenue E, SR-195 to US Highway 95 project – Letter of Support

Dear Mr. Wostenberg,

This letter is intended to indicate our support of Yuma County's application for funding for the extension of Avenue E from State Route 195 north to connect to US Highway 95 from the Arizona Federal Lands Access Program (FLAP).


The Yuma County Airport Authority (YCAA) manages Rolle Airfield in San Luis, Arizona. The airfield was annexed into the City of San Luis in June 1999. It lies approximately four (4) nautical miles northeast of the center of the City of San Luis, Arizona and five (5) nautical miles south of the City of Somerton, Arizona. U.S. Highway 95 connects both of the communities to the City of Yuma. Rolle Airfield supports general aviation users in Yuma County and the customers of Yuma International Airport's aerospace industrial base, which supports government, civilian and military operations.

Our team has and continues to work closely with the City of San Luis for community planning and development, particularly around Rolle Airfield. Construction of this direct north-south roadway is of extreme interest and importance to the YCAA, and aligns with the YCAA's Rolle Airfield Master Plan by significantly improving access to Rolle Airfield for general aviation and future commercial services, and contribution to the economic development of the City of San Luis as it grows with the expansion of the new Port of Entry at San Luis II.

Aviation activity in Yuma County is an important contributor to the local economy. Successful award and completion of this project will also provide a direct route from the San Luis II border crossing to the Yuma International Airport.

If our team can be of further assistance, please let me know.

YUMA COUNTY AIRPORT AUTHORITY, INC.

  
Gladys D. Brown, CM, CAE  
Airport Director

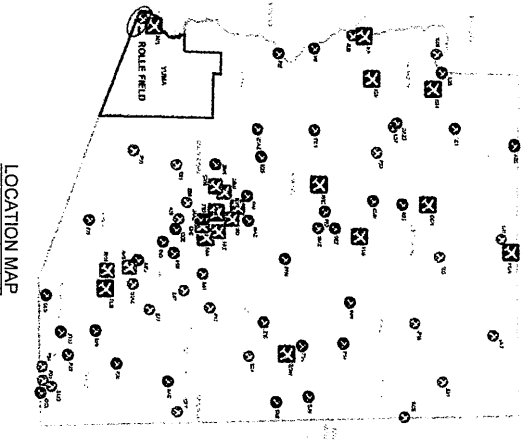


# AIRPORT LAYOUT PLAN

## ROLLE FIELD

### SAN LUIS, ARIZONA

PREPARED FOR  
 YUMA COUNTY AIRPORT  
 AUTHORITY  
 MAY, 2015



LOCATION MAP



VICINITY MAP

ADOT APPROVAL

**MICHAEL ALVIN**  
 NAME  
*[Signature]*  
 SIGNATURE  
**AERONAUTICS GROUP MANAGER**  
 TITLE  
 May 5, 2015  
 DATE

SHEET TITLE

1	DATA SHEET	1
2	AIRPORT LAYOUT PLAN	2
3	AIRPORT AIRSPACE DRAWING	3
4	INNER APPROACH SURFACE DRAWING RWY 17	4
5	INNER APPROACH SURFACE DRAWING RW 35	5
6	TERMINAL AREA DRAWING	6
7	LAND USE DRAWING	7
8	EXHIBIT "A" - AIRPORT PROPERTY MAP	8
9	PUBLIC AIRPORT DISCLOSURE MAP	9
10		10

SHEET NO. REVISION DATE

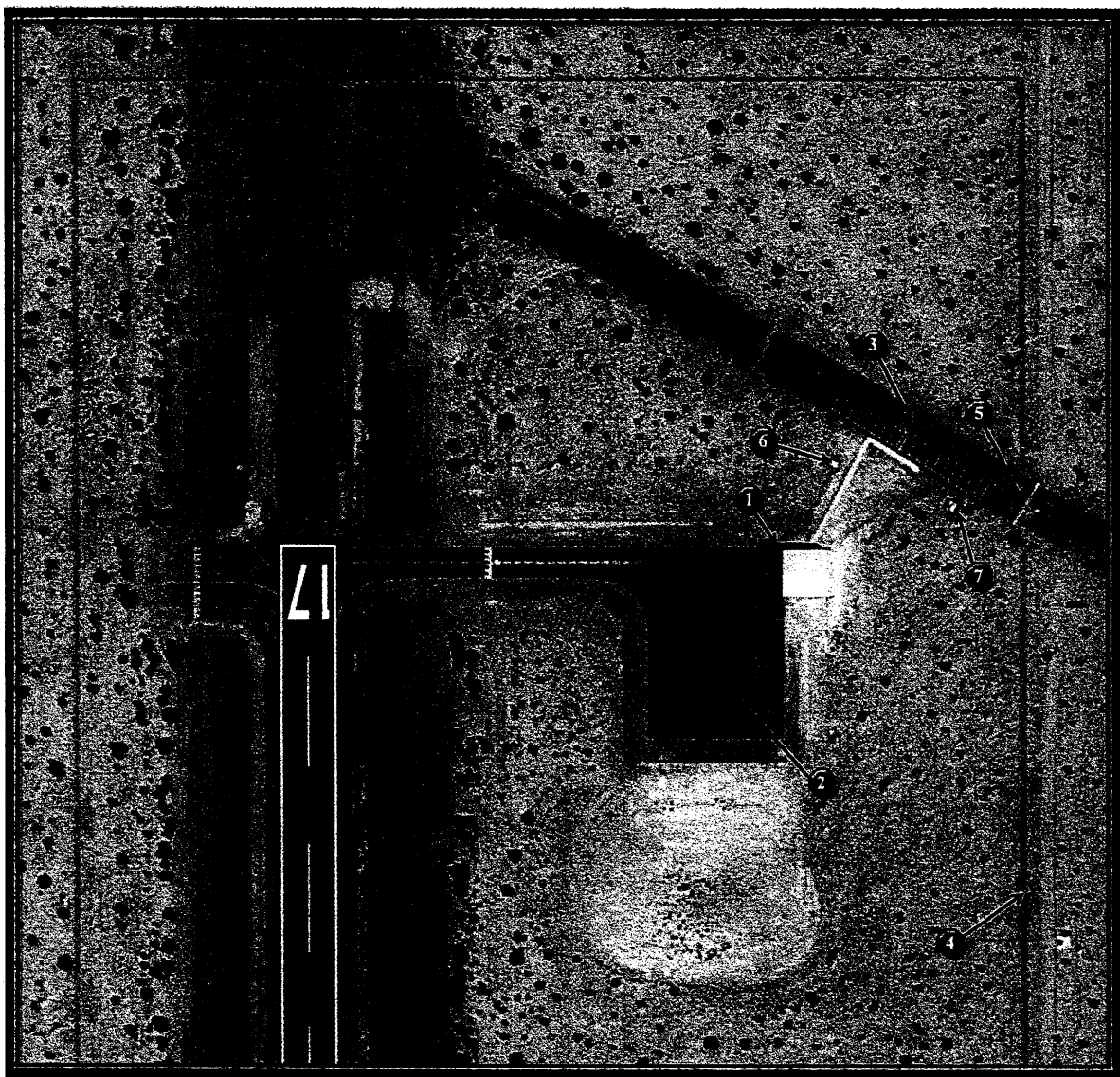
SPONSOR APPROVAL

**GLADYS WIGGINS**  
 NAME  
*[Signature]*  
 SIGNATURE  
**AIRPORT DIRECTOR**  
 TITLE  
 May 5, 2015  
 DATE

NO.	DESCRIPTION	DATE	BY

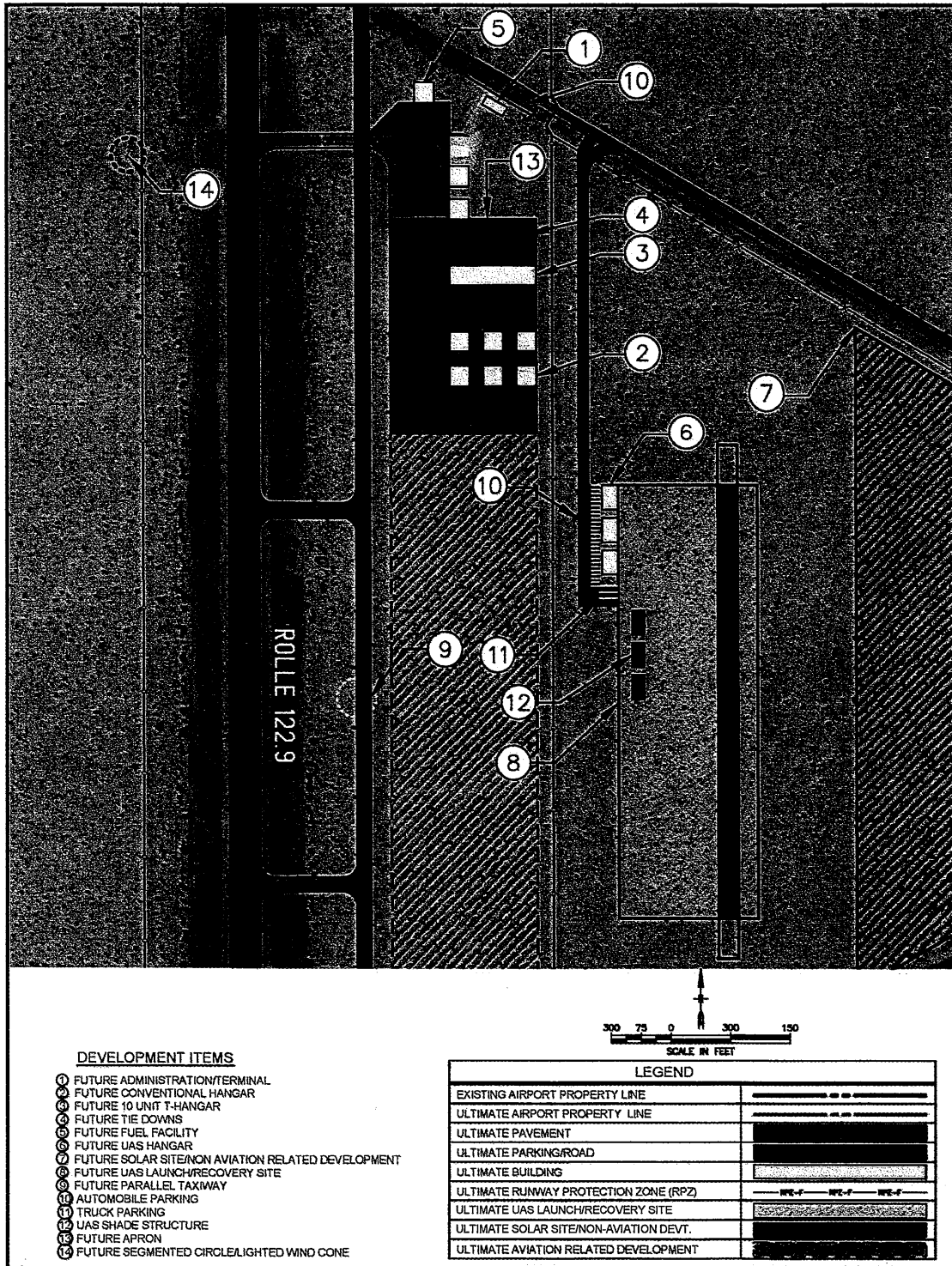






Existing Facilities - Landside	
1	Aircraft Hangar (50' X 50')
2	Aircraft Parking Apron (4 Tie Downs)
3	Automobile Parking (18 spaces)
4	Chain Link Security Fence - 8'
5	Controlled Access Gate
6	Water Well
7	Diesel Generator

Figure 1-4: Terminal Area



P:\3782001\ACADE\enbbs\Chapter 111-AR 1 Proposed Facilities.dwg Plotted by brad dhrville on 4/22/2013

Figure 4-3: Alternative 1 Landside

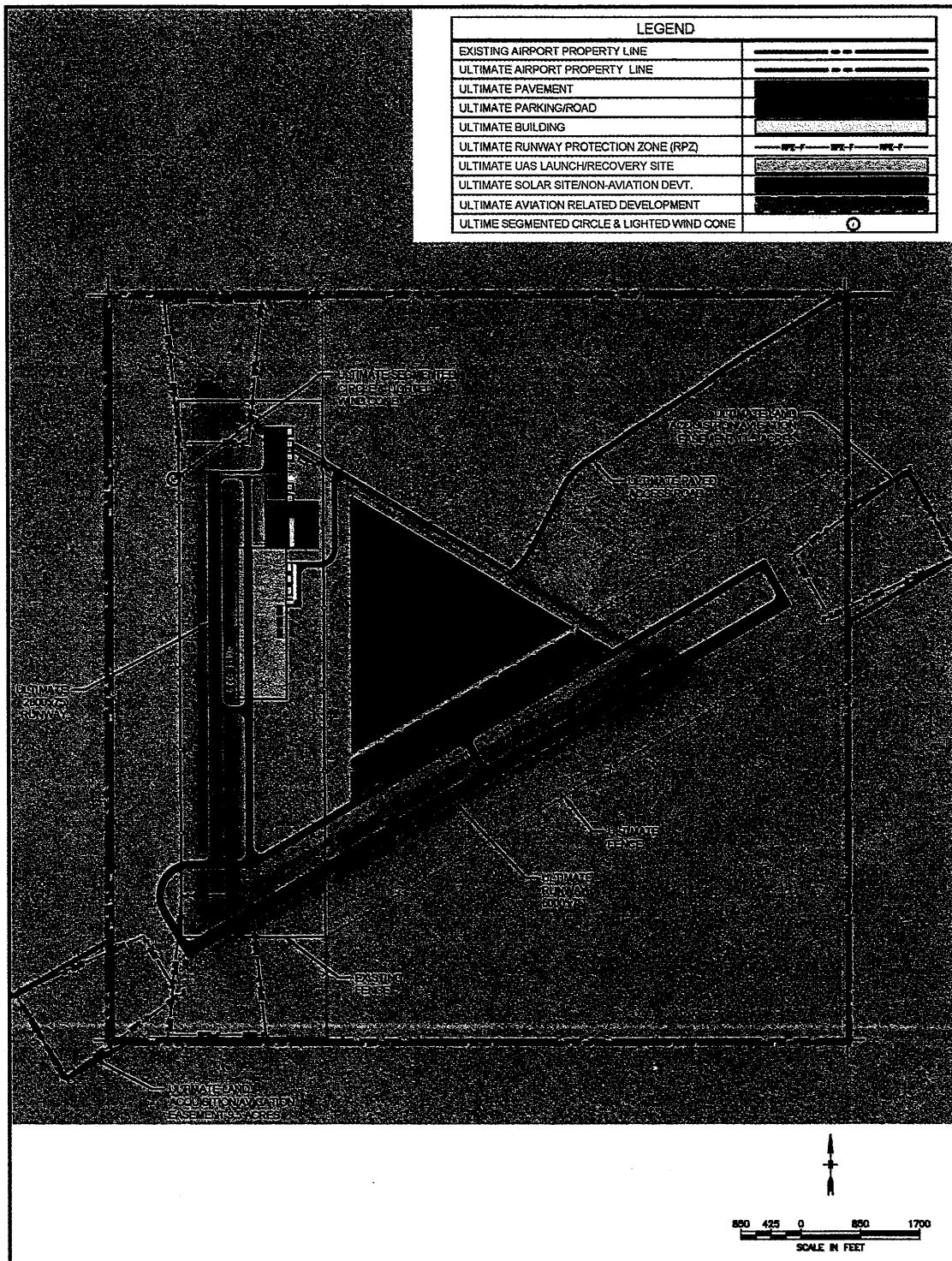


Figure 4-6: Alternative 3 Airside

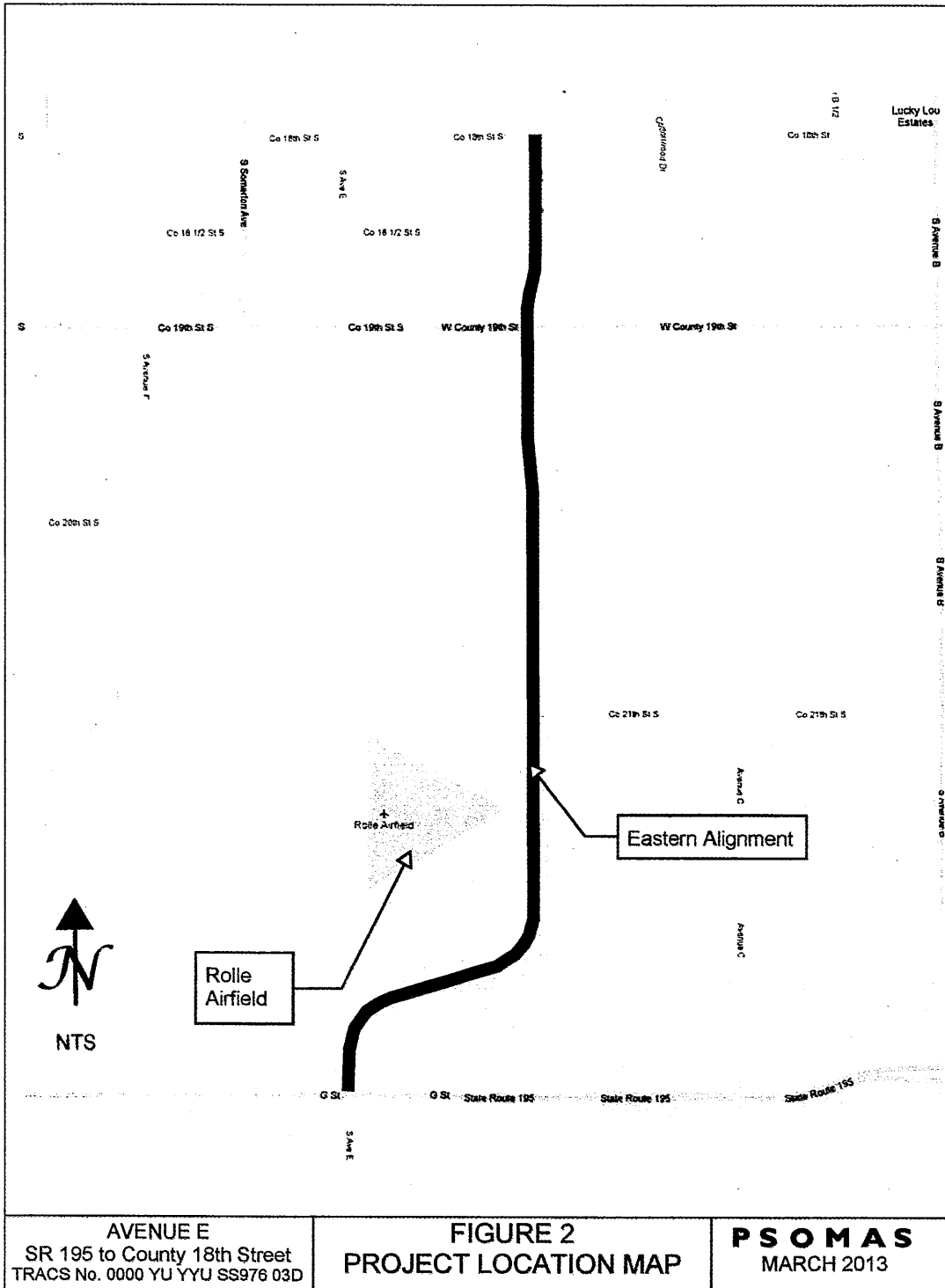


Figure 1- 11 Extension of Ave E., Proposed Alignment

\$100,000  
DESIGN RAMP  
EXPANSION

Grant Number E1S2G 01D  
State/Local Grant  
Yuma County Airport Authority  
Rolle Airfield Airport

EXHIBIT A

90/10

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.



# *San Luis City Council Presentation* ROLLE AIRFIELD – SAN LUIS, ARIZONA

Formerly known as Aux 4 – Airport Identifier 44A



February 23, 2022

# **Rolle Airfield is managed and operated by the Yuma County Airport Authority (YCAA)**

## **The Yuma County Airport Authority (YCAA)**

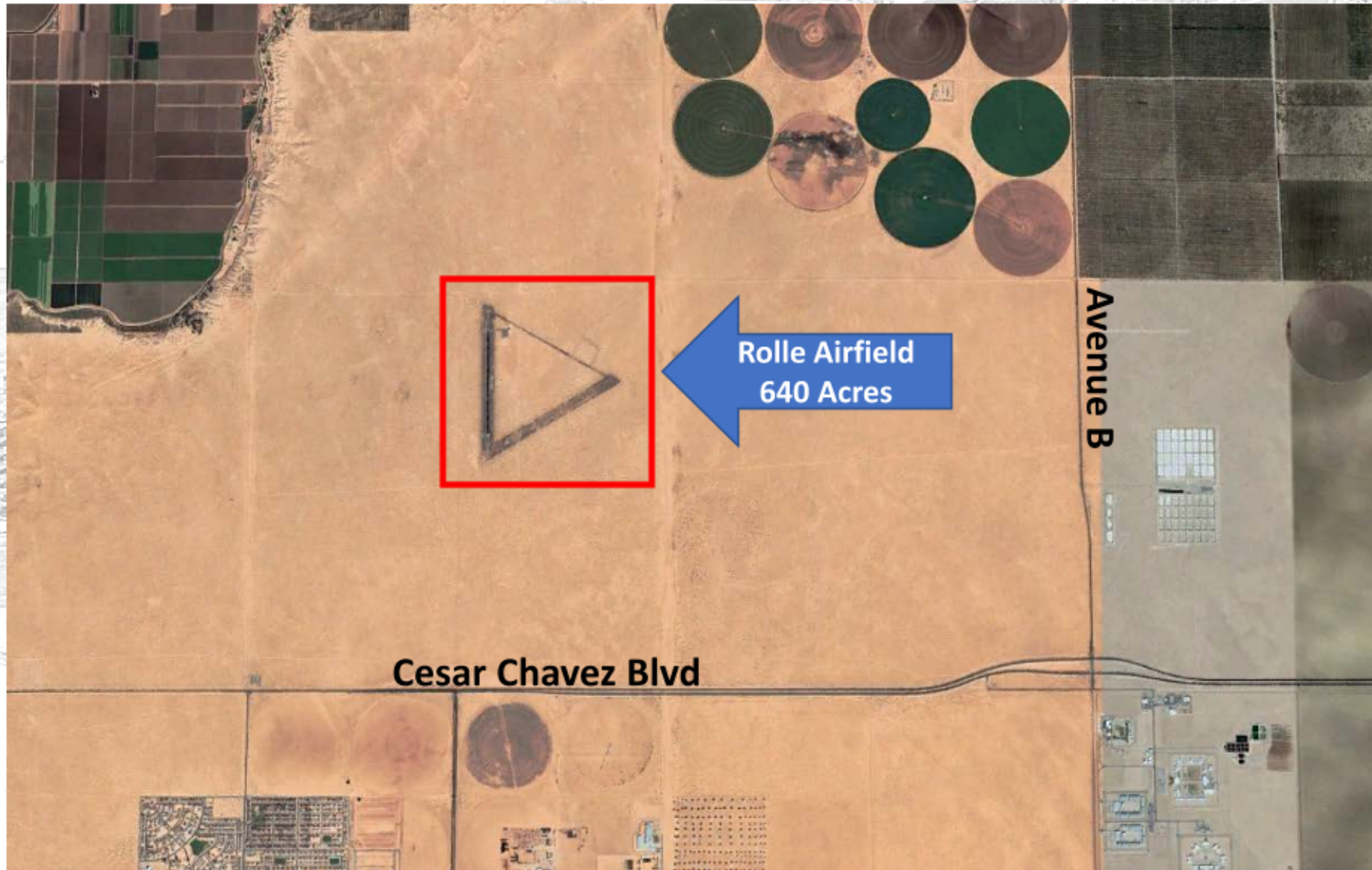
- Was Created in 1965 to Manage the Yuma Airport (Yuma International Airport)
- Leases the Airport property from Yuma County for \$1 Annually
- Is a non-profit corporation
- By the Arizona Revised Statutes, the YCAA is also Governmental Unit
- Receives NO outside Financial Support
- Generates its Revenues at the Airport
  - ✓ No taxes received from State, County, or City to operate
  - ✓ Self supportive
  - ✓ Yuma County is our landlord

**In 1973, the County of Yuma asked the YCAA to Manage Rolle Airfield as its “Agent”**

# Rolle Airfield

- ❑ Small Airport North of Cesar Chavez Blvd on the Avenue E Alignment
- ❑ Rolle Airfield is on 640 acres owned by the US Government, managed by the Bureau of Reclamation (BOR)
- ❑ Rolle Airfield was constructed by the Military in the 1950's
- ❑ Rolle Airfield is "Leased" by the BOR to the County of Yuma

# Rolle Airfield



# Rolle Airfield

- ❑ In 1973 the YCAA was asked by the County of Yuma (known as the “County” or Yuma County) to operate and manage Rolle Airfield as its “Agent”.
- ❑ The YCAA has maintained and improved Rolle Airfield for almost 50 years.
- ❑ The current “License and Contract Agreement” expires in 2024.
- ❑ Airfield maintenance is almost entirely provided by resources generated at the Yuma International Airport
- ❑ Yuma County provides NO financial support directly or indirectly.



## Rolle Airfield Today

- Almost \$700,000 in Improvements
- Resurfaced the 2,800 foot Runway
- Constructed an Aircraft Storage Hangar
- 8' high Perimeter Fence / Access Control
- Aircraft Parking Apron
- Lack of Utilities Resolved by:
  - Electrical Generator, Water Well & Septic



# Rolle Airfield Improvements



# Rolle Airfield Today



# Rolle Airfield Today

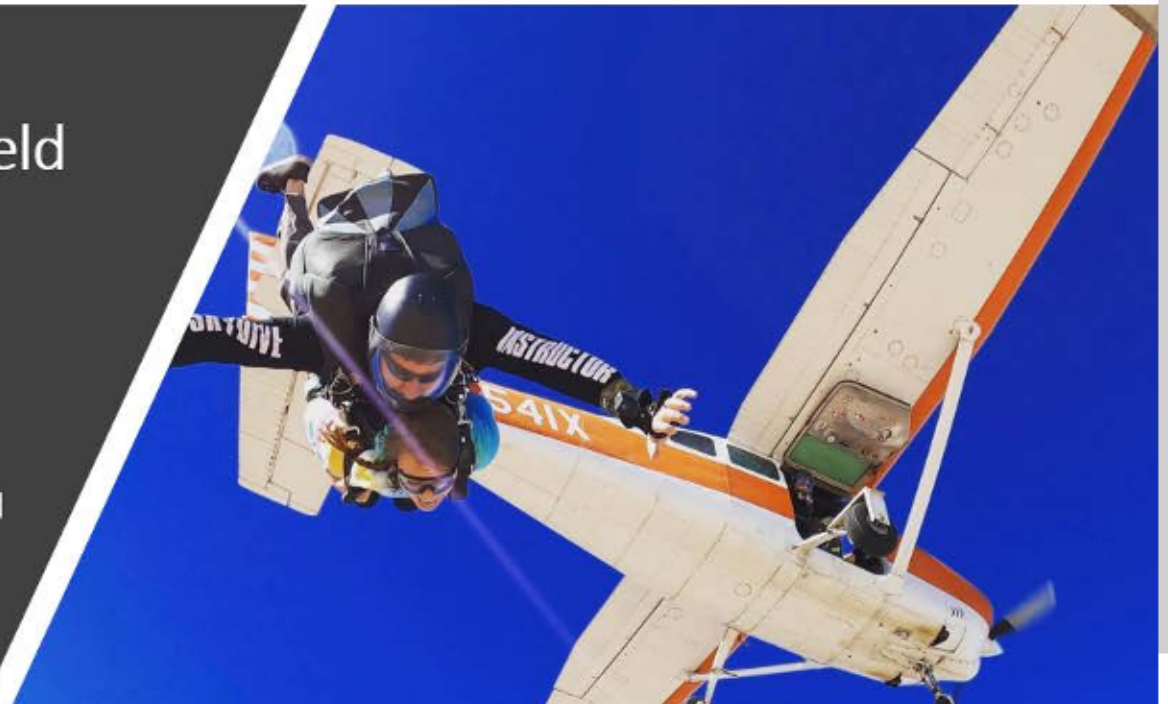
- ❑ Improvements have generated a small amount of lease revenues over the years
  - Five-year lease to Defense Contractor – Drones
  - Short term leases to a variety of contractors
  - Current short-term sublease with Skydive San Luis
- ❑ The YCAA has entered into an on-site “caretaker” agreement, who is also the Airport Maintenance Supervisor with the following obligations:
  - Provide security
  - Identify maintenance needs
  - Improve emergency response

# Skydive San Luis



## Skydive San Luis at Rolle Airfield

Skydive San Luis is Yuma County's premier skydiving destination. Located at Rolle Airfield, the 'highly' experienced team offers unforgettable Tandem experiences at some of the industry's lowest prices. Great ideas for birthdays, bachelor or bachelorette parties, and bucket listers, its all a great reason to come out and enjoy Yuma from the best view in town! Find them on Facebook to see the action and book your adventure!

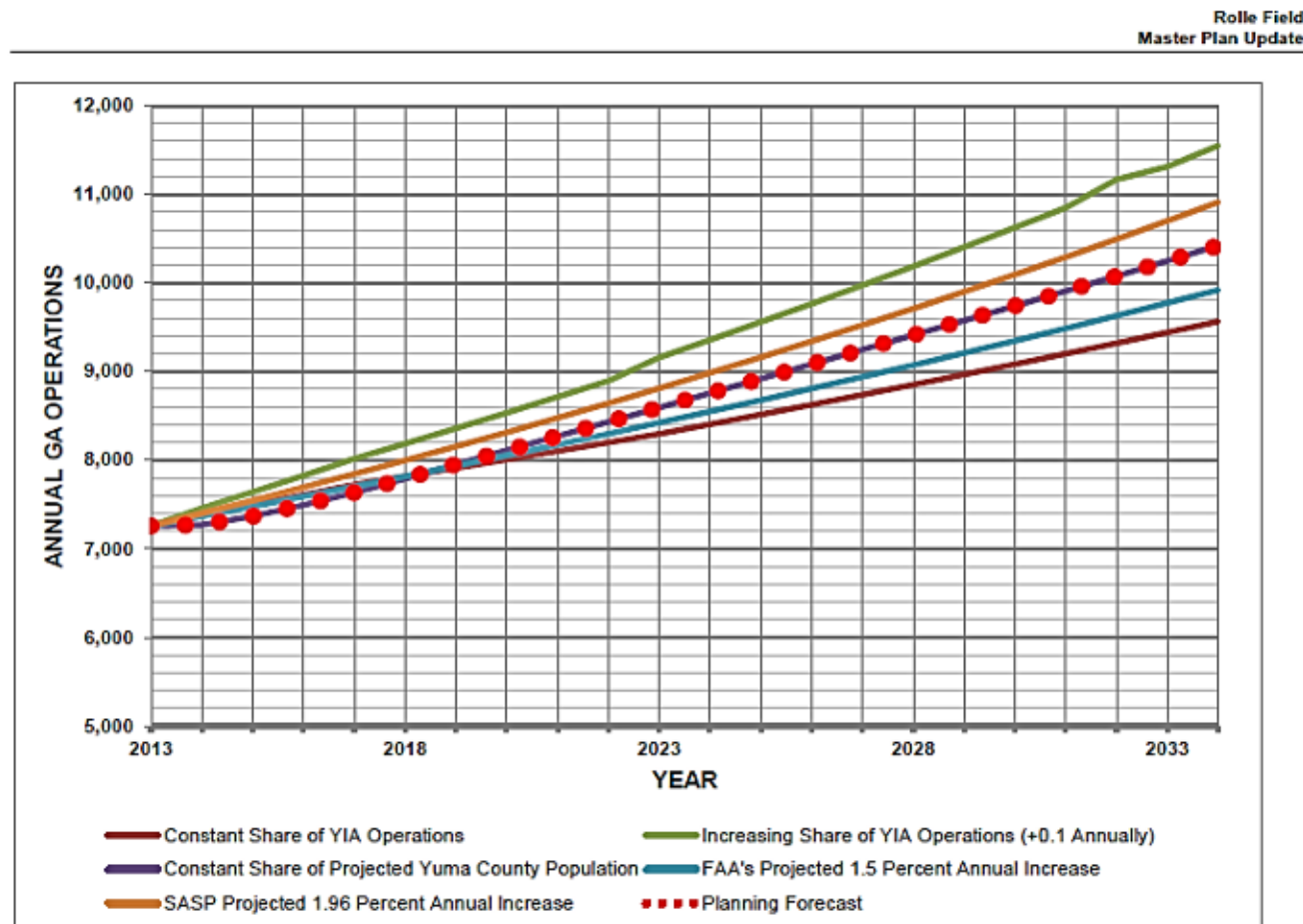


# Rolle Airfield – Moving Forward

- ❑ The Lease for Rolle Airfield expires in 2024
  
- ❑ In order to renew the agreement, the BOR requires:
  - Rolle Airfield Masterplan which presents our intended development of their land
  - Environmental Review
  
- ❑ The YCAA has completed both requirements using its own resources

# Rolle Airfield – Moving Forward

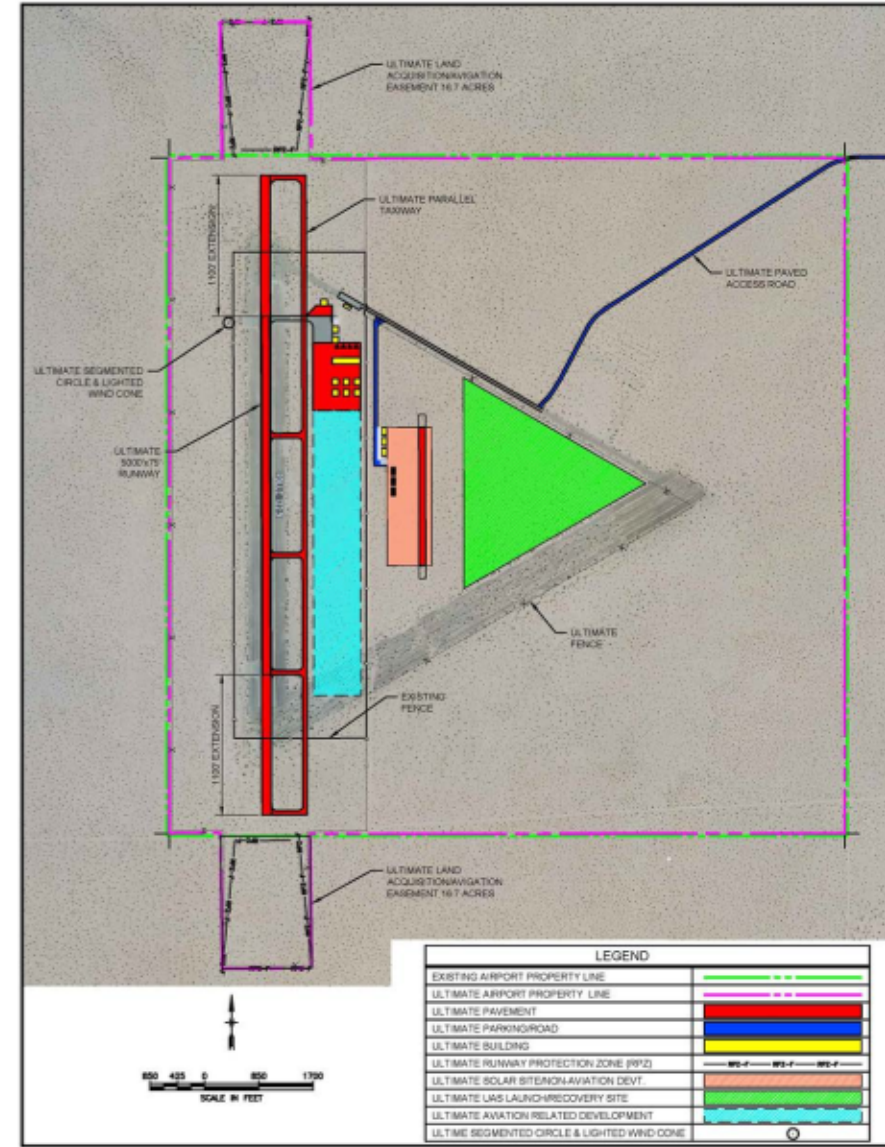
The Masterplan identified continued growth in the number of operations at Rolle Airfield.



# Rolle Airfield – Development

## Capital is necessary to continue development

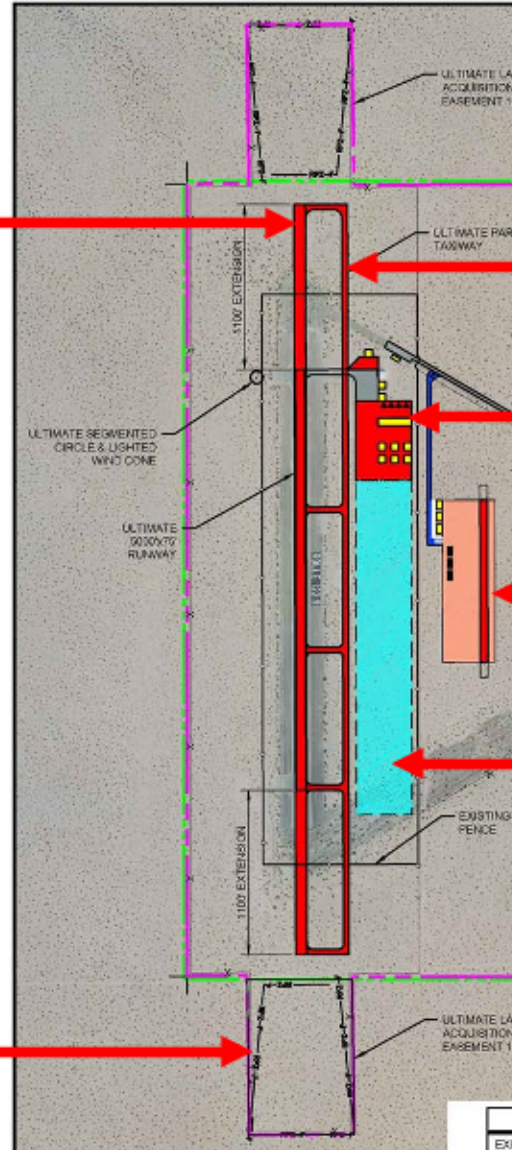
The resources necessary to make these improvements can be very expensive and tasking for municipalities due to the actual return on investments- this is not a revenue generating airfield



# Rolle Airfield – Future Master Plan Layout

Extend Runway to 5,000'

Pave to property line



Construct Parallel Taxiway

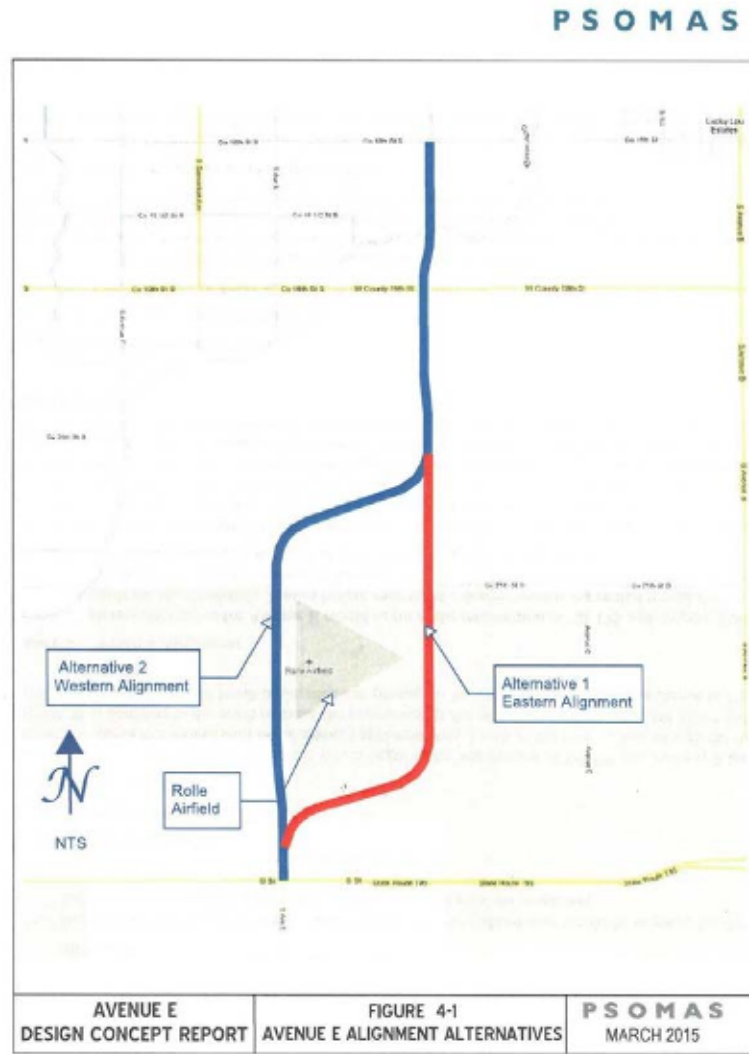
Additional Hangars, office spaces & apron

Small operating field for smaller platforms (sUAS)

Ramp expansion

Obtain Avigation Easements

# Rolle Airfield – City Road Development & Future Access



March 2015

Alternate 1: The EASTERN ALIGNMENT is the road configuration the YCAA supports for the future development and access to Rolle Airfield.

# Rolle Airfield – The Future

- The YCAA can obtain future capital improvement grants from ADOT but CANNOT use them for Rolle Airfield because it is not the “Lessee” (licensee) on the agreement with the BOR.
- The YCAA has proposed the County terminate its current agreement with the BOR and allow the YCAA to become the Licensee on a new agreement.
- The BOR has agreed to this, as long as the Yuma County agrees.
- Yuma County has interest regarding the opinion of the City of San Luis.

# Rolle Airfield – The Future

- ❑ San Luis needs to consider the development of the Airport
  - Renewing the Lease with Yuma County as the Licensee may hinder development of the Airport
  
- ❑ If City of San Luis were to consider becoming the Licensee, and begin to manage and develop the airport itself, consideration of the following:
  - In-house Subject Matter Experts who understand the funding assurances, regulatory obligations and state/federal criteria from planning, design and management of an Airport
  - Allocating resources and cost of resources to maintain an airfield to standard
  - The Airfield currently generates less than \$12,000 annually and costs \$83,500 per year to manage, maintain, patrol and secure

# Rolle Airfield – The Future

- If the City of San Luis agrees that allowing the YCAA to become the “Lessee” to the BOR’s lease for Rolle Airfield, the YCAA is asking that the City Council consider directing staff to communicate this, in writing to the County of Yuma.
- The BOR has already drafted a proposed agreement to this end. It has been provided to City Staff for review.

# Rolle Airfield – The Future

- ❑ The City and County have both enjoyed the successful management of both Airports by the YCAA for almost 60 years:
  - The management of the Airports does not cost the City and County
  - The Airport is a significant driver of economic activity
  - There are inherent risks operating an Airport, the YCAA provides a significant barrier of any liability to the City and County.
  - The YCAA management of the Airports has resulted in almost \$50 million in capital improvements

# Rolle Airfield – Opportunities

## Unmanned Aerial Systems

- Research and Development : U of A
- OTE: Navmar, Grumman, Boeing, Lockheed, AV

## Sensors

- R&D – Compass Systems, SAIDS, RRTO, Textron

## Agriculture

- John Deere: Unmanned Planting, Applicators, Harvesting
- Local Growers: Unmanned Harvesting

# Role Airfield – Opportunities



**NORTHROP GRUMMAN**



**LOCKHEED MARTIN**



**Raytheon**



 **BOEING**

# Role Airfield – Opportunities

- ❑ General Aviation (Private) Aircraft Access to South County
  - Corporate decision makers do not fly commercial
  - Government Agencies
  - Municipal Officials
  - Border Security

# The YCAA Works for South County

- Our Mission is to Promote and Foster Civil Aviation
- Work everyday to improve and expand the only public use airfield in San Luis, Arizona
- Provide investments in South County aviation at no cost or obligation to the City of San Luis

# Our Airport is Committed to

- ❑ Creating economic growth and business opportunities by marketing our assets and highlighting community support
- ❑ Focusing on industry demands and changes
- ❑ Ensuring Safety and Security of both Airports
- ❑ Ensuring the health of our customers, stakeholders and team members
- ❑ Providing excellent customer service



## Questions & Discussion

Yuma International Airport & Rolle Airfield

*Gladys Brown, C.M., C.A.E.*

Airport Director

Gladys@YumaAirport.com

Phone: 928-726-5882 x2217



*Gen Grosse*

Property & Community Relations

Gen@YumaAirport.com

Phone: 928-726-5882 x2211

**FLY LOCAL – FLY SAN LUIS**



1  
2  
3  
4  
5 UNITED STATES  
6 DEPARTMENT OF THE INTERIOR  
7 BUREAU OF RECLAMATION  
8 INTERIOR REGION 8: LOWER COLORADO BASIN  
9 YUMA AREA OFFICE  
10 YUMA, ARIZONA

11  
12 COLORADO RIVER BASIN SALINITY  
13 CONTROL PROJECT, PROTECTIVE AND REGULATORY  
14 PUMPING UNIT, TITLE I DIVISION, FIVE MILE ZONE, ARIZONA  
15

16  
17 1. THIS CONTRACT AND LICENSE (License), is made this \_\_\_day of \_\_\_\_\_, 20\_\_\_,  
18 pursuant to provisions of the Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation  
19 Project Act of August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); and  
20 acts amendatory thereof or supplementary thereto; and the provisions of 43 CFR § 429, between  
21 the United States of America, acting through the Bureau of Reclamation, hereinafter referred to  
22 as “Reclamation,” represented by the officer executing this License, hereinafter referred to as the  
23 “Area Manager,” and the Yuma County Airport Authority, Inc., hereinafter referred to as the  
24 “Licensee.”

25  
26 WITNESSETH THAT:  
27

28 2. WHEREAS, pursuant to the authority delegated by Secretarial Orders of June 27, 1902,  
29 January 31, 1903 and April 9, 1904, certain lands herein described were withdrawn for  
30 Reclamation project purposes; and  
31

32 3. WHEREAS, on March 17, 1952, Reclamation entered into a License to Use Lands for  
33 Airport Purposes, bearing Contract No. I58r-544 with the County of Yuma of the State of  
34 Arizona; and  
35

36 4. WHEREAS, on September 17, 1973, Reclamation entered into an Amendatory License to  
37 Use Land for Airport Purposes, bearing Contract No. I58-544, 1<sup>st</sup> Amendment with the County  
38 of Yuma of the State of Arizona; and  
39

40 5. WHEREAS, on February 18, 1986, Reclamation entered into Contract No. 6-07-34-L0550  
41 (hereinafter Contract)with the County of Yuma of the State of Arizona for the operation and  
42 maintenance of an airport on Reclamation lands for a term of twenty-five (25) years, which  
43 Contract was amended on October 23, 2009, providing for an extension of twenty-five (25)

44 years; and

45

46 6. WHEREAS, the Licensee has been operating the aviation facility in accordance with lease  
47 agreements between the County of Yuma and the Yuma County Airport Authority, dated January  
48 17, 1966, September 17, 1973, May 19, 1986, and November 20, 2007; and

49

50 7. WHEREAS, the County of Yuma has formally concurred with the termination of the  
51 Contract and provided its support of the Licensee entering into this License independent of the  
52 County by letter dated \_\_\_\_\_; and

53

54 8. WHEREAS, the Licensee is a public agency independent of the County of Yuma, is a non-  
55 profit corporation and an airport authority in accordance with Arizona Revised Statutes (A.R.S.)  
56 § 28-8411 et seq., and is recognized by the State of Arizona as a validly organized and existing  
57 body politic and corporate; and

58

59 9. WHEREAS, Rolle Airfield is located on Reclamation lands located within Reclamation's 5-  
60 Mile Zone Protective and Regulatory Pumping Unit, authorized by the Colorado River Basin  
61 Salinity Control Act (88 Stat. 266); and

62

63 10. WHEREAS, the location of Rolle Airfield is within a "limited use" area as identified in  
64 Reclamation's *5-Mile Zone Protective and Regulatory Pumping Unit Resource Management*  
65 *Plan*, and is also adjacent to the Flat-Tailed Horned Lizard Management Area and as such,  
66 Reclamation must at all times maintain its capabilities to meet water deliveries to Mexico and  
67 conserve the Flat-Tailed Horned Lizard habitat; and

68

69 11. WHEREAS, the Rolle Field Airport Master Plan Final Report was completed in May 2015;  
70 and

71

72 12. WHEREAS, an Environmental Assessment for Rolle Airfield was completed in April 2017;  
73 and

74

75 13. WHEREAS, the Licensee has requested a new right of use authorization from Reclamation  
76 to continue operation and maintenance of a public use airport on lands of the United States for  
77 general aviation purposes in accordance with Federal, State, and local regulations as described in  
78 the Rolle Field Airport Master Plan Final Report; and

79

80 14. WHEREAS, the granting of such authorization and right-of-use by Reclamation and the  
81 exercise of such right-of-use by the Licensee under the terms and conditions herein provided will  
82 be compatible with the purposes for which the lands are administered on behalf of the  
83 United States by Reclamation.

84

85 15. NOW, THEREFORE, in consideration of the mutual agreements and covenants contained

86 herein, Reclamation, on behalf of the United States, by this Contract and License, hereby grants  
87 to the Licensee, subject to the terms and conditions set forth herein and subject to all prior  
88 existing rights, the following described authorization for the continued use, operation, and  
89 maintenance of an airport facility (hereinafter Airport), which includes the right to operate,  
90 maintain, and install all equipment necessary for the safety of aircraft; the right of ingress to and  
91 egress from the premises, which shall also extend to Licensee’s employees, guests and patrons;  
92 the right, in common with others authorized to do so, to use common areas of the airport,  
93 including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying  
94 and landing of aircraft to wit:

95  
96 DESCRIPTION OF PREMISES

97  
98 Gila and Salt River Meridian, Arizona

99  
100 Township 10 South, Range 24 West,  
101 section 35, within portions of, and comprising of 640 acres, more or less.

102  
103 The Premises are further described and depicted on Exhibit B, attached hereto and by this  
104 reference made a part hereof.

105  
106 (a) By accepting and signing this License, and by using the Premises described herein,  
107 the Licensee agrees to comply with and be bound by the terms and conditions described or  
108 referenced herein during all use, operation, maintenance, and termination activities of the  
109 Airport.

110  
111 16. OWNERSHIP OF AIRPORT: The Licensee shall at all times and at its sole expense,  
112 without any expense and/or liability whatsoever to the United States, own, operate, and maintain  
113 the Airport in a manner so as not to interfere with the proper use and operation of or cause injury  
114 or damage to any property or waters of the United States, and/or any facilities or project works of  
115 Reclamation. The Licensee shall reimburse Reclamation for all injury or damage to said  
116 property, waters, facilities, and/or project works arising out of the utilization of the rights granted  
117 pursuant to this License which is caused by the Licensee, and the Licensee shall promptly pay  
118 any invoice rendered therefore by Reclamation.

119  
120 17. WATER: Nothing contained in this License shall be deemed to entitle the Licensee to, nor  
121 shall be construed as granting any rights to obtain water from the United States, and no wells  
122 shall be constructed or installed on the lands covered by this License.

123  
124 18. TERM: This License, unless terminated sooner as provided by Article 19 herein, shall  
125 terminate twenty-five (25) years from the date hereof. This License may, upon written  
126 agreement of the parties, be extended for an additional twenty-five (25) year term. Any request  
127 for extension shall be filed by the Licensee, in writing, with the Area Manager. Any request for

128 extension must be filed not less than one hundred and eighty (180) days prior to termination of  
129 this License.

130 19. TERMINATION:

131

132 (a) This License shall terminate and all rights granted to the Licensee hereunder shall  
133 cease, and the Licensee shall quietly deliver to Reclamation possession of the Premises in like  
134 condition as when taken, reasonable wear and tear excepted:

135

136 (1) At the expiration of the term as provided by Article 18; or

137

138 (2) For nonuse of the Premises by the Licensee for a period of two (2) years  
139 following the execution of this License, at the option of Reclamation; or

140

141 (3) At any time by Licensee upon sixty (60) days written notice to Reclamation; or

142

143 (4) After failure of the Licensee to observe any of the conditions of this License, to  
144 include payment of any and all sums due to Reclamation as set forth herein, and on the tenth  
145 (10th) day following service of written notice on the Licensee of termination because of failure  
146 to observe such conditions. Any notice required by this Article shall be served by certified mail  
147 addressed to the respective post office addresses provided in Article 32, and the mailing of any  
148 such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

149

150 (5) Upon the expiration, termination, or revocation of this License, if all use fees  
151 and damage claims due Reclamation have been paid, the Licensee may be required, at the option  
152 of Reclamation, to remove any or all of said Airport placed in or upon the Premises and shall  
153 restore the Premises to a condition satisfactory to Reclamation. If the Licensee fails to remove  
154 said Airport within a timeframe mutually agreed to by Reclamation and the Licensee, the Area  
155 Manager may, on behalf of Reclamation, deny and prohibit any or all public access to said  
156 Airport or remove said Airport at the expense of the Licensee, and the Licensee shall promptly  
157 pay all expenses of Reclamation, for removal and restoration upon receipt of billing.

158

159 (6) Reclamation may, at any time and at no cost or liability to the United States,  
160 terminate this License in the event of a natural disaster, a national emergency, a need arising  
161 from security requirements, or an immediate and overriding threat to public health and safety.

162

163 (7) Reclamation may, at any time and at no cost or liability to the United States,  
164 terminate any use authorization for activities other than existing authorized private exclusive  
165 recreational or residential use as defined under 43 CFR § 429.2 (2016) if Reclamation  
166 determines that any of the following apply:

167

168 (i) The use has become incompatible with authorized project purposes, project  
169 operations, safety, and security;

170 (ii) A higher public use is identified through a public process described  
 171 at 43 CFR § 429.32(a)(1) (2016); or

172  
 173 (iii) Termination is necessary for operational needs of the project.

174  
 175 (8) Reclamation may, at any time and at no cost or liability to the United States,  
 176 terminate this License if it determines that the Licensee has used this License for any purpose  
 177 other than its intended purpose.

178  
 179 (9) Reclamation may, at any time and at no cost or liability to the United States,  
 180 terminate this License if the Licensee fails to comply with all applicable Federal, State, and local  
 181 laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives  
 182 and standards, existing or hereafter enacted or promulgated, or terms and conditions of any use  
 183 authorization, or to obtain any required permits or authorizations.

184  
 185 (10) Should this License be terminated, Reclamation, reserves the right to bar the  
 186 Licensee from the authorization to use Reclamation lands and rights-of-way for a period of time,  
 187 as determined by the Area Manager.

188  
 189 20. TERMINATION OF CONTRACT: Effective immediately preceding the execution of this  
 190 License, that certain Contract No. 6-07-34-L0550, by and between Reclamation and the County  
 191 of Yuma, last amended October 23, 2009, relating to the same Premises, shall terminate and be  
 192 of no further force or effect. shall cease, and the Licensee shall quietly deliver to Reclamation  
 193 possession of the Premises in like condition as when taken, reasonable wear and tear excepted.

194  
 195 21. CONSIDERATION: The purpose of this License is to authorize Licensee's use of the  
 196 Premises to continue to operate and maintain a public airport. In recognition of the airport's  
 197 benefit to the general public, pursuant to the provisions of 43 CFR 429.26, payment of  
 198 administrative and use fees shall be waived.

199  
 200 22. EXCEPTIONS AND RESERVATIONS:

201  
 202 (a) Reclamation reserves the right of their officers, employees, and agents to at all times  
 203 have unrestricted access and ingress to, passage over, and egress from all of the Premises to  
 204 make investigations of all kinds, dig test pits and drill test holes, to survey for, operate, and  
 205 maintain existing Reclamation works and facilities, and to construct reclamation and irrigation  
 206 works and other structures incident to Reclamation project needs and purposes. Reclamation  
 207 shall have no obligation to restore the Licensee's Airport if Reclamation exercises its rights  
 208 reserved herein. All costs, expenses, obligations, and duties, to restore any part of the Licensee's  
 209 Airport shall be incurred by the Licensee.

210  
 211 (b) The rights granted hereunder shall not be exclusive in character and Reclamation

212 reserve to itself, its successors and assigns, the right against the Licensee to use any or all of the  
213 Premises, which is or may be crossed, or upon which irrigation and drainage facilities and works  
214 of Reclamation have been constructed, and to construct, reconstruct, operate, and maintain  
215 therein and thereon works including, but not limited to, dams, dikes, canals, waste ways, laterals,  
216 ditches, telephone and telegraph lines, electric transmission lines, roadways, and appurtenant  
217 irrigation and drainage structures which may be needed or useful in connection with or as part of  
218 canals, laterals, and other irrigation and drainage facilities without any payment by Reclamation  
219 its successors and assigns, for the exercise of such right. The Licensee agrees that if the  
220 construction, reconstruction, installation, operation, or maintenance of any or all of such works  
221 of Reclamation, on or across the Premises, should be made more expensive by reason of the  
222 existence of the Licensee's Airport, such additional expense may be estimated by Reclamation  
223 whose estimate shall be final and binding upon the parties hereto, and within thirty (30) days  
224 after demand is made upon the Licensee for payment of any such sums, the Licensee shall make  
225 payment thereof to Reclamation, its successors and assigns, for constructing, operating, or  
226 maintaining such works across, over, under or upon the Premises.

227  
228 (c) Reclamation reserves the right to inspect the Licensee's Airport under the terms of  
229 this License at any time during the term of this License.

230  
231 (d) Jurisdiction of and supervision by Reclamation over the Premises is not surrendered  
232 or subordinated by issuance of this License and Reclamation reserves the right to issue additional  
233 use authorizations and other agreements for compatible use of the Premises.

234  
235 23. TERMS AND CONDITIONS: In use of the Premises, the Licensee shall faithfully observe  
236 each of the following conditions:

237  
238 (a) The Licensee, at its sole expense, shall construct, install, own, use, operate, and  
239 maintain Licensees' Airport in conformity with all applicable Federal, State, and local laws,  
240 regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and  
241 standards, existing or hereafter enacted or promulgated, including but not limited to, those  
242 relating to pollution and environmental control.

243  
244 (b) The Licensee shall be solely responsible for, and insure that, said Airport is not  
245 expanded outside of the limits provided by this License. Licensee must obtain written  
246 authorization from the Area Manager prior to making any changes to the Airport, as described on  
247 Exhibit A.

248  
249 (c) All construction, reconstruction, installation, ownership, use, operation, and  
250 maintenance activities undertaken pursuant to this License shall be in conformity with the  
251 specifications approved in advance by the Area Manager and shall be conducted by the Licensee  
252 at all times in a manner satisfactory to the Area Manager.

253 (d) The Licensee shall at all times, and at its sole expense, operate and maintain and

254 make necessary repairs and replacements on said Airport in a good and workmanlike manner so  
255 as not to interfere with the proper use and operation of, or caused injury or damage to any  
256 property, irrigation, and drainage facilities, or other works of Reclamation. All equipment  
257 installed, operated, and maintained pursuant to this License will be maintained in a safe  
258 condition satisfactory to the Area Manager. The Licensee will reimburse Reclamation for all  
259 injury or damage to property, irrigation and drainage facilities, or other works of Reclamation  
260 arising out of the utilization of the rights granted pursuant to this License which is caused by the  
261 Licensee, its officers, agents, or employees, and the Licensee will promptly pay any bills  
262 rendered therefore by Reclamation.

263  
264 (e) During any construction and use of the Premises, the Licensee shall carry out proper  
265 and efficient measures wherever and as often as necessary to reduce nuisance by dust, and to  
266 prevent dust which has originated from its operations from damaging any other properties or  
267 causing a nuisance to persons.

268  
269 (f) The Licensee shall reimburse Reclamation for any and all costs and expenses  
270 incurred in the defense of any action which challenges the Licensee's use of the Premises.

271  
272 (g) The rights granted by this License are subject to any and all applicable Federal, State,  
273 and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies and  
274 directives and standards, existing or hereafter promulgated, and rights of Reclamation, the  
275 United States, and to existing rights in favor of the public or third parties. The Licensee agrees  
276 that it is its sole responsibility to make whatever arrangements as are necessary to obtain such  
277 rights as may be required of the Licensee from any other party or parties holding any other  
278 interests.

279  
280 (h) The Licensee shall notify the Area Manager within ninety (90) days of substantial  
281 completion of any construction activities, and within said ninety (90) days shall undertake  
282 customary and prudent measures to smooth, recontour, clean, remove debris, grade, scarify,  
283 repair, restore, or otherwise rehabilitate the lands, water, structures, and facilities of Reclamation  
284 that were disturbed to a condition of appearance and stability comparable to the surrounding  
285 undisturbed lands, to the satisfaction of the Area Manager.

286  
287 (i) The Licensee shall not issue or grant easements, rights-of-way, land rights, leases,  
288 licenses, permits, crossing agreements, recreational or special use agreements, and shall not  
289 allow commercial ventures on the Premises. Any such use instruments shall be issued by  
290 Reclamation only.

291  
292 (j) The Licensee shall ensure the Premises and surrounding area are maintained in a  
293 sanitary condition at all times. All trash and debris shall be removed upon leaving the Premises.

294  
295 (k) The Licensee shall ensure that no unauthorized encroachment occurs, and no waste is

296 committed, on Reclamation lands under this License.

297

298 (l) The Licensee shall have the right to allow its agents, contractors, and subcontractors  
299 to use Reclamation withdrawn lands under this License for the purposes stated herein.

300

301 (m) The Licensee shall promptly reimburse Reclamation for all damages to Reclamation  
302 withdrawn lands, waters, facilities, and/or project works, arising out of any construction,  
303 reconstruction, installation, operation, maintenance, use, termination, or removal by the Licensee  
304 of the Licensee's Airport located on Reclamation withdrawn lands under this License, provided,  
305 however, that if Reclamation does not use the payment to repair such damages, Reclamation  
306 shall not recover additional payment for such damages at the time of termination of this License.

307

308 (n) Licensee shall comply with the requirements contained within 43 CFR § 423.41 as  
309 they specifically apply to aircraft and aircraft operations. In the event the terms and conditions  
310 of this License and the regulations established in 43 CFR 423 and 43 CFR 429 conflict, the  
311 requirements of said federal regulation shall prevail.

312

313 (o) Licensee shall comply with 43 CFR 423, a federal regulation pertaining to "Public  
314 Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies".

315

316 (p) The Licensee shall not use the Premises or permit the use thereof for any purposes  
317 except as set forth herein.

318

319 24. SPECIAL STIPULATIONS:

320

321 (a) The Licensee shall ensure that the Premises will not be landscaped with vegetative  
322 materials.

323

324 (b) The Licensee shall protect all properties owned and/or previously permitted by  
325 Reclamation within its withdrawn lands.

326

327 (c) The Licensee shall restore and repair, if necessary, the Premises and surrounding area  
328 to its original condition or improved and in a manner satisfactory to Reclamation.

329

330 (d) This authorization to use Reclamation's withdrawn lands shall not be construed as a  
331 grant of any permanent ownership and/or interest or as abandonment by the United States or  
332 Reclamation of any rights, including but not limited to, use and occupancy of the Premises,  
333 and/or Reclamation's withdrawn lands.

334

335 (e) In case of emergency involving the withdrawn lands the Licensee shall immediately  
336 notify Reclamation at telephone No. 928-343-8100.

337

338 (f) Reclamation and the District retain all rights previously reserved and the authority to  
339 enter upon the Premises.

340

341 (g) Should the Licensee perform any installations and/or construction within the Airport  
342 which will require design plans, Reclamation will accept no responsibility for the structural  
343 adequacy of any future improvements to the Airport.

344

345 (h) Except in an emergency, the Licensee shall notify Reclamation, in writing, at least  
346 thirty (30) days prior and shall have written authorization from Reclamation before beginning  
347 any construction or surface disturbing maintenance work.

348

349 (i) The Licensee shall provide a construction schedule and seventy-two (72) hour notice  
350 to Reclamation prior to the start of any construction activity. Said seventy-two (72) hour notice  
351 shall be provided to Reclamation's Technical Support Office, Construction Services Group  
352 Manager, Mr. Alex Belous, at telephone No, 928-343-8314 and/or by electronic mail at  
353 abelous@usbr.gov, so that a Reclamation Inspector can attend any pre-construction meetings and  
354 be on site during construction and installation activities.

355

356 (j) Within 90 calendar days of the completion of any construction, the Licensee shall  
357 furnish Reclamation with as-built drawings depicting the location, elevation, and depth of the  
358 completed project, as installed. Said drawings shall be provided to Reclamation in AutoCAD  
359 Civil 3D 2013 format, or compatible, one (1) 11x17 size drawings, and one (1) electronic copy  
360 (CD) of the drawings.

361

362 (k) All on-site personnel will be personally instructed by Licensee regarding the  
363 above-listed conditions.

364

365 25. INSURANCE: The Licensee shall obtain levels of insurance to adhere to the following  
366 terms and conditions:

367

368 a. As evidence of the insurance coverage required by this License, the Licensee shall  
369 furnish certificate(s) of insurance to Reclamation at the commencement of this License. The  
370 insurance certificate shall name the United States, Bureau of Reclamation, and its officers,  
371 agents, and employees as additional insureds. Insuring companies or entities are subject to  
372 Reclamation acceptance. If requested, complete copies of insurance policies, trust agreements,  
373 etc. shall be provided to Reclamation. All liability policies must provide that the insurance  
374 company will have no right of subrogation against the United States. The Licensee shall be  
375 financially responsible for all deductibles, self-insured retentions and/or self-insurance included  
376 hereunder. There shall be no cancellation, material change, reduction of limits or intent not to  
377 renew the insurance coverages without thirty (30) days prior written notice from the Licensee or  
378 its insurer to Reclamation. The Licensee shall provide Reclamation with each renewal certificate  
379 as they are renewed, throughout the life of the License. Insurance coverage amounts are subject

380 to Reclamation's periodic review, which are expected to occur at least once every 5 years; or as  
381 Reclamation deems necessary.

382  
383 b. Liability. The Licensee shall have in force general liability insurance with a combined  
384 single limit, or the equivalent, of not less than \$5,000,000 for each occurrence of bodily injury  
385 and property damage. Insurance shall include contractual liability coverage for the indemnity  
386 provided under this License.

387  
388 c. Casualty. The Licensee shall have in force casualty insurance for the Federal property  
389 covered by this License. At the discretion of Reclamation, the Licensee may be required to use all  
390 proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged  
391 government property covered by the policy, or may obtain payment of those proceeds from the  
392 Licensee or insurance company.

393  
394 GENERAL PROVISIONS

395  
396 26. HOLD HARMLESS:

397  
398 (a) The Licensee hereby agrees to indemnify and hold harmless Reclamation, its  
399 officers, employees, agents, and assigns, from any loss or damage and from any liability on  
400 account of personal injury, property damage, or claims for personal injury or death arising out of  
401 the Licensee's activities under this License. Additionally, except for acts of negligence, the  
402 Licensee releases Reclamation, its officers, employees, agents, and assigns, from any and all  
403 liability for damage arising from injury to persons or damage to structures, equipment,  
404 improvements, or works of the Licensee resulting from the construction, reconstruction,  
405 operation, or maintenance of any of the works of Reclamation. Provided, however, that nothing  
406 contained in this clause shall be deemed to modify or limit any liability which may be imposed  
407 by the Federal Tort Claims Act, 28 U.S.C. § 2671-2680.

408  
409 27. DISCOVERY OF CULTURAL RESOURCES: The Licensee shall immediately provide a  
410 verbal notification to Reclamation of the discovery of any and all antiquities or other objects of  
411 archaeological, cultural, historic, or scientific interest on or within the Premises. The Licensee  
412 shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48)  
413 hours. Objects under consideration include but are not limited to historic or prehistoric ruins,  
414 human remains, funerary objects, and artifacts discovered as a result of activities authorized  
415 under this License. The Licensee shall immediately cease its activity in the area of the  
416 discovery, make a reasonable effort to protect such discovery, and wait for written approval from  
417 Reclamation before resuming activity. Protective and mitigative measures specified by  
418 Reclamation shall be the responsibility of the Licensee.

419  
420 28. CLEAN AIR AND WATER: The Licensee agrees as follows:  
421

422 (a) To comply with all Federal, State, and local requirements of the Clean Air Act of  
423 1955, Pub. L. No. 84-159, 69 Stat. 322, as supplemented and amended (CAA), and the  
424 Federal Water Pollution Control Act of 1948, Pub. L. No. 80-845, 62 Stat. 1155, as  
425 supplemented and amended (CWA); and  
426

427 (b) To obtain written permission from Reclamation prior to conducting any activities that  
428 require permits, plans, or certificates under the CAA or the CWA; and  
429

430 (c) To provide Reclamation with a copy of any correspondence between the Licensee  
431 and any regulatory agency concerning CAA or CWA compliance, including but not limited to  
432 copies of permit applications, permits, reports, notices of violation, or enforcement actions; and  
433

434 (d) To take immediate and effective action to correct any violation related to the CAA or  
435 the CWA. The Licensee shall provide Reclamation with a narrative description of the violation,  
436 the actions taken by the Licensee, the date the violation began, the date that the Licensee became  
437 aware of the violation, and the date that the Licensee returned to compliance; and  
438

439 (e) To take action to comply with any changes to the CAA and the CWA within the  
440 schedule required by the regulation, rule, or guidance.  
441

442 29. HAZARDOUS MATERIALS: During the performance of any activity on the Premises, the  
443 Licensee agrees as follows:  
444

445 (a) The Licensee shall not allow contamination or pollution of withdrawn and acquired  
446 lands, waters, facilities, and/or project works of Reclamation for which the Licensee has the  
447 responsibility for care, operation, and maintenance by its Representatives and shall take  
448 reasonable precautions to prevent such contamination or pollution by third parties. Substances  
449 causing contamination or pollution shall include but are not limited to hazardous materials,  
450 thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine  
451 tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.  
452

453 (b) The Licensee shall comply with all applicable Federal, State, and local laws,  
454 regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and  
455 standards, existing or hereafter enacted or promulgated, concerning any hazardous material that  
456 will be used, produced, transported, stored, or disposed of on or in Reclamation withdrawn and  
457 acquired lands, waters, facilities, and/or project works.  
458

459 (c) "Hazardous material" shall mean any substance, pollutant, or contaminant listed as  
460 hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act  
461 of 1980, as amended, 42 U.S.C. §§ 9601-9675 (2012), and the regulations promulgated pursuant  
462 to that Act.  
463

464 (d) Upon discovery of any event which may or does result in contamination or pollution  
465 of Reclamation withdrawn and acquired lands, waters, facilities, and/or project works, the  
466 Licensee shall initiate emergency measures to protect health and safety and the environment if  
467 necessary and shall provide notice of such discovery with full details of the actions to  
468 Reclamation's Environmental Planning and Compliance Group Manager at telephone  
469 No. 928-343-8100. Additionally, all spills regardless of size shall be reported to Reclamation's  
470 Environmental Planning and Compliance Group Manager. Such notice shall be within a  
471 reasonable time period but not to exceed twenty-four (24) hours from the time of discovery if it  
472 is an emergency, and the first (1st) working day if it is a non-emergency. An emergency is any  
473 situation that requires immediate action to reduce or avoid endangering public health and safety  
474 or the environment.

475  
476 (e) Violation of any of the provisions of this Article, upon which the Licensee does not  
477 take immediate corrective action, shall constitute grounds for termination of this License and  
478 shall make the Licensee liable for the cost of the full and complete remediation and/or restoration  
479 of any resources, lands, waters, projects and/or facilities of Reclamation that are adversely  
480 affected as a result of the violation.

481  
482 (f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e)  
483 of this Article in any entered subcontract or third-party contract authorized by this License.

484  
485 (g) Reclamation agrees to provide information necessary to the Licensee for using  
486 reasonable diligence to comply with the provisions of this Article.

487  
488 30. PESTICIDES: In use of the Premises:

489  
490 (a) The Licensee shall not permit the use of any pesticides on withdrawn and acquired  
491 lands, waters, facilities, or project works of Reclamation without prior written authorization from  
492 Reclamation. The Licensee shall submit to Reclamation for approval an Integrated Pest  
493 Management Plan (IPMP) thirty (30) days prior to pesticide application.

494  
495 (b) All pesticides used shall be in accordance with the current registration, label  
496 direction, or other directives regulating their use (State Department of Agriculture,  
497 Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and  
498 standards. Applicators will meet applicable State training or licensing requirements. Records  
499 maintenance shall be in accordance with State requirements and furnished to Reclamation no  
500 later than five (5) working days after application of a pesticide.

501  
502 (c) Any equipment, tools, and machines used for pesticide application shall be in good  
503 repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and  
504 as deemed necessary by Reclamation.

505

506 (d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter  
507 storm drains, sewers, or other non-target areas.

508  
509 (e) The Licensee shall initiate any necessary measures for containment and cleanup of  
510 pesticide spills. Spills shall be reported to Reclamation with full details of the actions taken.  
511 Reporting must be made within a reasonable time period. A reasonable time period means  
512 within twenty-four (24) hours of the spill if it is an emergency or by the first (1st) working day if  
513 it is a non-emergency. An emergency is any situation that requires immediate action to reduce or  
514 avoid endangering public health and safety or the environment.

515  
516 (f) Aerial application of pesticides is prohibited without prior written authorization from  
517 Reclamation.

518  
519 (g) The Licensee agrees to include the provisions contained in paragraphs (a) through (f)  
520 of this Article in any entered subcontract or third-party contract authorized by this License.

521  
522 31. NONDISCRIMINATION: The Licensee hereby agrees as follows:

523  
524 (a) To comply with Title VI of the Civil Rights Act of 1964, § 601, Pub. L. No. 88-352,  
525 78 Stat. 241, as supplemented and amended, which provides that “[n]o person in the  
526 United States shall, on the ground of race, color, or national origin, be excluded from  
527 participation in, be denied the benefits of, or be otherwise subjected to discrimination under any  
528 program or activity receiving Federal financial assistance,” and to be bound by the regulations of  
529 the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17 (2016).  
530 For purposes of this subpart, “Federal financial assistance” shall have the meaning prescribed to  
531 it by 43 CFR § 17.202(h) (2016).

532  
533 (b) To comply with the Rehabilitation Act of 1973, § 504, Pub. L. No. 93-112,  
534 87 Stat. 355, as supplemented and amended, which is designed to eliminate discrimination on the  
535 basis of disability in any program or activity receiving Federal financial assistance. For purposes  
536 of this subpart, “Federal financial assistance” shall have the meaning prescribed to it by  
537 43 CFR § 17.12(e) (2016).

538  
539 (c) To comply with the Age Discrimination Act of 1975, as supplemented and amended,  
540 42 U.S.C. §§ 6101-6107, and the general age discrimination regulations at 45 CFR § 90 (2016)  
541 which are designed to prohibit discrimination on the basis of age in programs and activities  
542 receiving Federal financial assistance, as set forth in 43 CFR § 17 (2016). For purposes of this  
543 subpart, “Federal financial assistance” shall have the meaning prescribed to it by  
544 43 CFR § 17.303(h) (2016).

545  
546 (d) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any  
547 other participates receiving Federal financial assistance hereunder, to comply with the

548 requirements of these provisions.

549

550 32. NOTICES: Any notice, demand, authorization, or request required to be made or given  
551 herein shall be served via hand delivery, with signed receipt of acceptance, or by certified mail  
552 addressed to the respective addresses given herein and the hand delivery or mailing of any such  
553 notice properly enclosed, addressed, stamped, and certified, shall be considered service.

554

555 (a) Any notice, demand, authorization, or request required by this License to be made or  
556 given to or upon Reclamation, or the United States, except as otherwise provided herein, shall be  
557 deemed properly given or made if hand delivered or mailed postage-prepaid, to the Area  
558 Manager, Yuma Area Office, Bureau of Reclamation, 7301 Calle Agua Salada, Yuma, Arizona  
559 85364.

560

561 (b) Any notice, demand, authorization, or request required by this License to be made or  
562 given to or upon the Licensee shall be deemed properly given or made if hand delivered or  
563 mailed postage-prepaid, to the Director, Yuma County Airport Authority 2191 E. 32<sup>nd</sup> Street,  
564 Suite 218, Yuma, Arizona 85365.

565

566 (c) The designation of the person to or upon whom any notice, demand, authorization, or  
567 request is to be given or made, or the address of any such person, may be changed at any time by  
568 notice given in the same manner as provided in this Article for other notices.

569

570 33. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or Resident  
571 Commissioner, and no officer, agent, or employee of the Department of the Interior, shall be  
572 admitted to any share or part of this License or to any benefit that may arise herefrom, but this  
573 restriction shall not be construed to extend to this License if made with a corporation or  
574 contractor for its general benefit.

575

576 34. COVENANT AGAINST CONTINGENT FEES: The Licensee warrants that no person or  
577 agency has been employed or retained to solicit or secure this License upon an agreement or  
578 understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide  
579 employees or bona fide established agencies maintained by the Licensee for the purpose of  
580 securing business. For breach or violation of this warranty, Reclamation shall have the right to  
581 annul this License without liability or in its discretion to require the Licensee to pay, in addition  
582 to the right-of-use consideration, the full amount of such commission, percentage, brokerage, or  
583 contingent fee.

584

585 35. ILLEGAL USE: Any activity deemed to be illegal on Reclamation withdrawn and acquired  
586 lands, waters, project works, or facilities, shall be cause for immediate termination of this  
587 License.

588

589 36. EFFECT OF LICENSE: This License sets forth the intention of the parties hereto as to the

590 purposes set forth herein and Reclamation, makes no other claim or warranty, expressed or  
591 implied, as to its extent or validity.

592  
593 37. NO WARRANTY: Reclamation makes no warranty, expressed or implied, as to the extent  
594 or validity of the grant contained herein.

595  
596 38. FURTHER ASSURANCES: The parties hereto shall execute, acknowledge, and deliver  
597 such other instruments and documents as may be necessary or appropriate to carry out the full  
598 intent and purpose of this License.

599  
600 39. ARTICLE HEADINGS: The Article headings referenced in this License are included for  
601 convenience only and the parties intend that they shall be disregarded in interpreting this  
602 License.

603  
604 40. EXHIBITS: Except as otherwise provided herein, all exhibits attached to this License are  
605 incorporated into this License by reference herein and made a part hereof.

606  
607 41. SUCCESSORS AND ASSIGNS: This License is personal, revocable, and nontransferable  
608 and except as otherwise provided herein, shall not be construed as granting to the Licensee any  
609 permanent right, title, or interest in the Premises, facilities, or project works of Reclamation.  
610 This License shall be binding upon and inure to the benefit of the successors and/or assigns of  
611 the parties hereto; provided, however, that no assignment or transfer of any of the rights of the  
612 Licensee hereunder shall be made without the prior written consent of Reclamation.

613  
614 42. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a  
615 manner as to be valid under applicable law, but if any provision of this use authorization shall be  
616 deemed or determined by competent authority to be invalid or prohibited hereunder, such  
617 provision shall be ineffective and void only to the extent of such invalidity or prohibition, but  
618 shall not be deemed ineffective or invalid as to the remainder of such provision or any other  
619 remaining provisions, or of the use authorization as a whole.

IN WITNESS WHEREOF, the parties hereto have signed their names to this CONTRACT AND LICENSE which shall become effective the day and year first above written.

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Michael D. Norris  
Area Manager  
Yuma Area Office  
Lower Colorado Region  
Bureau of Reclamation  
Department of the Interior

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTANCE:

YUMA COUNTY AIRPORT AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said County and State personally appeared \_\_\_\_\_, Area Manager, Yuma Area Office, Lower Colorado Region, Bureau of Reclamation, United States Department of the Interior, known to me to be the person described in the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same on behalf of the United States of America in the capacity therein stated and for the purpose therein contained.

(Notary Seal)

\_\_\_\_\_  
Notary Public

<b>Description of document this notarial certificate is being attached to:</b>	
Type/Title	Contract and License No. 16-07-34-L1843
Date of Document	
Number of Pages	18 and Exhibits A and B
Additional Signers (other than those named in the notarial certificate)	Yuma County Airport Authority

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said County and State personally appeared \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

Yuma County Airport Authority, Inc., known to me to be the person described in the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same on behalf of the Airport Authority in the capacity therein stated and for the purpose therein contained.

(Notary Seal)

\_\_\_\_\_  
 Notary Public

<b>Description of document this notarial certificate is being attached to:</b>	
Type/Title	Contract and License No. 16-07-34-L1843
Date of Document	
Number of Pages	18 and Exhibits A and B
Additional Signers (other than those named in the notarial certificate)	Bureau of Reclamation

Susan K. Thorpe  
Yuma County Administrator  
198 South Main Street  
Yuma, AZ 85364

RE: Contract and License Agreement Rolle Airfield

Ms. Thorpe,

The City of San Luis (the “City”) would like to provide the County of Yuma (the “County”) written confirmation of its support for the County to consider terminating the current agreement with the Bureau of Reclamation (“BOR”) and allowing the Yuma County Airport Authority, Inc. (“the YCAA”) to become the Licensee to the Rolle Airfield License and Contract Agreement (the “Agreement”) in which the US Department of the Interior allows 640 acres of its land located in San Luis, Arizona to be utilized for the purpose of operating Rolle Airfield.

As you know, the current Agreement between the County and the Bureau of Reclamation (the “BOR”) is set to expire in 2024 and the YCAA has requested it become the “Licensee” to a new agreement, rather than the County. To that end, the YCAA has completed necessary environmental reviews, an airfield master plan and has obtained the BOR’s written assurance it will consider such a change if the County so agrees.

The City joins the County in considering the YCAA an expert in aviation management and development matters, as well as an ally in its economic development efforts. The City concurs with the YCAA’s belief that the future of the City’s only improved airfield would benefit by moving forward with the YCAA as a principal to the Agreement rather than simply as an “agent” of the County. As an example, the City understands that becoming a principal to the Agreement will immediately allow the YCAA to become eligible for capital infrastructure and airfield maintenance grant funding necessary to achieve the development goals outlined within the Rolle Airfield Masterplan.

The City appreciates the YCAA’s efforts to promote and foster civil aviation in Yuma County and will continue to do what it can to support this vital work.

**AGREEMENT BETWEEN CLIENT AND  
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 10 day of November, 2021, by and between City of San Luis ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant").

NAME OF PROJECT: Rolle Field Analysis ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant will perform only the services specifically described in Exhibit A, which is made a part of this Agreement ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, make and interpret the Client's and decisions.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon.

(d) Arrange for access to the project site and other property as required for the Consultant to perform services .

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any

development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work after receipt of a fully executed copy of this Agreement. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) If the Consultant initiates legal proceedings to collect payments for services, it may recover,

in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the

Consultant as a result of such termination.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained

(13) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual

knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(17) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or

transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the state where the project is located. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

(20) CITY OF SAN LUIS ADDITIONAL REQUIREMENTS.

(a) The Consultant, its employees, agents and subcontractors shall be independent contractors concerning the providing of services under this Agreement and that Consultant, Consultant's employees, agents and subcontractors shall not be considered to be employees or agents of the Client for any purpose and will not be entitled to any of the benefits the Client provides for its employees. Rights of the Consultant as an independent contractor include but are not limited to control of the work, manner and methods of the work, and the right to contract with other employers. Rights of the Client include but are not limited to inspection and approval of the work and the right to contract with others to perform the work.

(b) Documents which are created as a result of this Agreement are confidential as determined under the Arizona Public Records laws.

(c) This Agreement is subject to the cancellation provisions of A.R.S. §38-511 for conflict of interest.

(d) This Under A.R.S. § 41-4401 (e-verify):

1. The Consultant warrants its compliance with all federal immigration laws and regulations related to its employees and its compliance with A.R.S. § 23-214, subsection A.


2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the contract.

3. That the Client retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

CITYOF SAN LUIS

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: \_\_\_\_\_

SIGNED:  \_\_\_\_\_

PRINTED NAME: Gerardo Sanchez

PRINTED NAME: Brent C. Crowther

TITLE: Mayor

TITLE: Vice President / Sr. Associate

**Request for Information**

*Please return this information with your signed contract; failure to provide this information could result in delay in starting your project*

**Client Identification**

Full, Legal Name of Client	City of San Luis					
Mailing Address for Invoices	P.O. BOX 1170, San Luis, Arizona 85349					
Federal ID Number	86-0376164					
Contact for Billing Inquiries	Monica Castro, Finance Director					
Contact's Phone and e-mail	(928) 341-8553 mcastro@sanluisaz.gov					
Client is (check one) X	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

# EXHIBIT A

## **Project Understanding**

Rolle Field is managed by the Yuma County Airport Authority (YCAA). YCAA currently manages a contract and license agreement with the Bureau of Reclamation (BOR) to operate and maintain Rolle Field. The current 25-year term lease expires October 2034. San Luis's City Council has directed staff to explore the feasibility of the City taking ownership of Rolle Field. As part of this exploration, San Luis is seeking to understand the potential development costs and revenue potential at Rolle Field. Proposed development at Rolle Field was defined in the 2015 Airport Master Plan prepared by Morrison-Maierle, Inc. and will form the basis of potential development at Rolle Field.

## **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

### ***Task 1 Inventory of Existing Conditions***

Kimley-Horn will collect existing data of Rolle Field from the Client. This will be in the form of reports and drawings of existing facilities at the airport, on airport and nearby utility locations, existing and planned development near Rolle Field, zoning data, regulations, ordinances, and historical and forecasted socioeconomic and economic data for San Luis. The Client will provide these data in electronic format to the Consultant. The Consultant will compile and review data provided by the Client. Summaries of these data and how it pertains to Rolle Field will be included in the documentation of existing conditions.

The Client will also provide Kimley-Horn with the Airport Layout Plan CAD files for Rolle Field and the CAD files for Figures 5-1, 5-2, and 6-1 of the 2015 Airport Master Plan.

Kimley-Horn will collect from the Client historical aviation activity data for the airport in the form of annual based aircraft counts and annual operations (take offs and landings). These will be compared with the Planning Forecasts prepared in the 2015 Airport Master Plan and differences noted.

The Consultant will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services.

A baseline description of Rolle Field will be defined using the 2015 Airport Master Plan, published data, and information provided by the Client. Consultant will make one (1) site visit by Consultant staff. It is anticipated that the site visit be no more than four (4) hours in duration, total, to perform a limited visual inspection.

This task will be documented as a chapter in the Technical Report Deliverable, Task 8.

### ***Task 2 Forecasts of Aviation Demand***

Forecasts prepared in the 2015 Airport Master Plan will be adjusted to reflect current activity levels at Rolle Field. Growth rates and the basis of assumptions used in the 2015 Airport Master Plan will be retained with the starting point for the forecasts being adjusted to current activity levels. Forecasts of aviation demand, using the 2015 Airport Master Plan growth rate assumptions will be projected through 2041.

This task will be documented as a chapter in the Technical Report Deliverable, Task 8.

### ***Task 3 Define Future Development Plan***

The Master Plan Concept, as defined in the 2015 Master Plan represents the Future Development Plan for Rolle Field. Updates to future facilities to be constructed will be made based upon current existing conditions at the Airport. The future development will be defined in terms of quantities needed to develop from existing conditions. Developments will not be phased into projects or years of development. Validation or analysis of the Master Plan Concept are not included within this scope of services. Any Master Plan Concept validation or analysis required by the Client will be paid for as Additional Services.

This task will be documented as a chapter in the Technical Report Deliverable, Task 8.

### ***Task 4 Market Rate Survey***

The Consultant will perform a market rate survey of nearby and similar airports. Airports to be surveyed are:

- Yuma MCAS/Yuma International (NYL)
- Sommerton (private airport)
- Tri-Rotor AG Services (private airport)
- Laguna AAF (LGF)
- Dusty Wings (private airport)
- Curry Ridge (private airport)
- Walter's Camp (private airport)
- Holtville (L04)
- Calexico International (CXL)
- Brawley (BWC)
- Imperial County (IPL)
- Sells (E78)
- Gila Bend (E63)

It is unlikely that responses will be received from private airports, or if they do respond that they would have comparable data. Therefore, attempts to reach private airports will be limited to six (6) times via phone and email.

Surveys will request pricing information for:

- Airport owned hangar leases by type of hangar (e.g. shade, T-hangar, box, conventional) and size
- Tie-down parking fees for transient and based aircraft
- Land leases by type of use
- Landing fees
- Fuel fees
- Other service fees the airport may impose on users

The same data will be gathered for Rolle Field. Information will be tabulated and average rates will be developed from the survey data.

This task will be documented as an appendix to the Technical Report Deliverable, Task 8.

### ***Task 5 Opinion of Potential Revenues (OPRs)***

A range of OPRs will be developed using data gathered in Task 4. For this analysis it will be assumed that all facilities defined in the Master Plan Concept are leased. Up to five (5) potential revenue scenarios will be developed:

- Existing Rolle Field fee structure
- Average fee structure as defined in Task 4
- Median fee structure from data gathered in Task 4
- Premium rate fee structure assuming a percentage premium is applied to the Task 4 average fee structure
- Discount rate fee structure assuming a percentage discount is applied to the Task 4 average fee structure

The above scenarios will represent the range of OPRs. OPRs will be projected over 20 years assuming a modest annual increase in fees.

There are many factors in realizing potential revenue from the potential development that are beyond Kimley-Horn's control. Kimley-Horn makes no guarantee that OPRs developed for this analysis will be realized once the Airport is developed. OPRs are to only be used for comparative purposes with the Opinion of Probable Costs (OPCs) defined in a Task 6 and are not to be relied on or used for other purposes. Kimley-Horn assumes no responsibility for any subsequent obligations or commitments the Client or others may make using these OPRs. The Consultant cannot and does not guarantee that revenue projections will not vary from its opinions of study.

This task will be documented as an appendix to the Technical Report Deliverable, Task 8 and a summary included as a chapter.

### ***Task 6 Opinion of Probable Costs***

Kimley-Horn will develop OPCs for the development of the Master Plan Concept. Project cost data in the 2015 Airport Master Plan will be a reference for this analysis, as will recent projects Kimley-Horn has executed around the state of Arizona. Task 3 will form the basis of the development to be accomplished. Project timing and phasing will not be developed or considered as part of the project costs. Consultant will prepare Airport development planning level cost estimates (rough order of magnitude) to reflect the requirements of the development associated with the preferred development alternative. OPCs will be included for extending of infrastructure (road and utilities) to the Airport from their existing locations and from the proposed Avenue D/E Extension, as appropriate.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The pre-design cost opinions will be based on current dollars for similar construction. Such cost opinions are intended to be used for planning purposes only and will not be the result of detailed engineering design. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

This task will be documented as an appendix to the Technical Report Deliverable, Task 8 and a summary included as a chapter.

### ***Task 7 Opinion of Probable Annual Maintenance and Operating Costs***

There is a recurring cost to operate and maintain an Airport. An opinion of probable annual maintenance costs will be developed for the existing and proposed physical facilities at the Airport. The maintenance costs will be projected 20 years into the future, assuming facilities are to remain in a good state of repair. A modest increase in annual maintenance costs will be included.

In order to operate and maintain the Airport the Client will likely need to hire/train dedicated Airport staff. Kimley-Horn will consult with the Client to estimate future staffing levels and salary ranges, along with potential salary increases. For this analysis, it is assumed that all administrative activities related to the Airport will be completed by Airport staff.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of maintenance, construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator and/or financial planner.

This task will be documented as an appendix to the Technical Report Deliverable, Task 8 and a summary included as a chapter.

### ***Task 8 Documentation***

The analysis described within this Scope of Services will be documented in a Technical Report with tables and figures, as appropriate. The Technical Report will be delivered to the Client in electronic form only. If the Client requires paper or bound copies of the report the Client will pay for them as Additional Services.

### ***Task 9 Project Management, Quality Control, and Meetings***

This task is for the Consultant's internal project management activities. Specific activities are, coordination with project team members, developing project invoices and project progress reports (as reasonably appropriate), updating project schedule for Consultant's tasks, monitoring and tracking Consultant's project and task budgets, and associated office expenses.

Consultant will also follow its Quality Management System processes which includes peer reviews of technical analysis, quality control reviews by senior staff, and quality assurance reviews of all project deliverables.

Consultant shall attend up to six (6) virtual meetings, each up to one-(1)-hour in duration. Up to three (3) Consultant staff shall attend the virtual meetings. It is assumed that as part of the site visit, a meeting with the Client will also occur.

### ***Additional Services***

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

**Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn as outlined in this Scope of Services.

**Responsibilities of Client**

In addition to other responsibilities set out in this Agreement, the Client shall coordinate access to the Airport for the site visit.

**Schedule**

We will provide our services as expeditiously as practicable with the goal of delivering a technical report to the Client in five (5) months from Notice to Proceed.

**Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1 - 9 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Inventory of Existing Conditions	\$18,640
Task 2	Forecasts of Aviation Demand	\$2,830
Task 3	Define Future Development Plan	\$3,030
Task 4	Market Rate Survey	\$13,610
Task 5	Opinion of Potential Revenues	\$13,160
Task 6	Opinion of Probable Costs	\$8,660
Task 7	Opinion of Probable Annual Maintenance and Operating Costs	\$8,660
Task 8	Documentation	\$8,150
Task 9	Project Management, Quality Control, and Meetings	\$20,090
	Estimated Reimbursable Expenses	\$2,200

**Total Lump Sum Fee** **\$99,030**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



## AGENDA ITEM REVIEW FORM

### Work Session

2. B.

**Meeting Date:** 04/06/2022

**Department Head:** Jenny Torres, Economic Development Manager, Administration, Economic Development

**Submitted By:** Jenny Torres, Economic Development Manager, Administration, Economic Development

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding the Yuma Mesa Irrigation and Drainage District water supply for the City of San Luis. **(Jenny Torres, Economic Development Manager and Eulogio Vera, Public Works Director)**

### SUMMARY:

City staff is evaluating the possibility of entering into a contract with Yuma Mesa Irrigation and Drainage District (YMIDD) to allocate 2,000 acre-feet of water for future city use and potentially increase the allocation if needed. Currently, the City of San Luis relies on groundwater for its water supply needs and has a designation of assured water supply issued by the Arizona Department of Water Resources (ADWR) for 8,908 acre-feet per year of groundwater. As there exists an extensive groundwater aquifer underlying the City of San Luis, the amount of groundwater designated as an assured water supply by ADWR can be increased. The City of San Luis also has entitlements to the Colorado River for lands located in the Yuma Valley portion of the City which has urbanized and has converted their water rights to the City. The City has 1,565 acre-feet of such water rights and can be increased by converting more water rights. The water rights are not used as it requires a surface water treatment plant to be constructed.

Yuma Mesa Irrigation and Drainage District has 10,000 acre-feet per year of Colorado River water that is classified as municipal and industrial water. YMIDD currently has 2,000 acre-feet of water that can be allocated to the City for future use. The City would need to enter into a 10-year agreement with YMIDD for the allocation of 2,000 acre-feet of water and potentially increase the allocation to an additional 2,500 acre-feet of water. The 10- year contract would include an administrative fee of \$100.00 per year. At the end of the 10-year contract, the city would pay an estimated \$300.00 per acre-foot or about \$600,000.00 per year for 2,000 acre-feet per year. In order for the City to use this allocated water, the city would need to construct a surface water treatment plant to include pipelines from the treatment plant. A cost that is currently being evaluated in our water study conducted by our engineer. If interested, the City would need to submit a letter of interest to be submitted to the Yuma Mesa Irrigation and Drainage District board for consideration.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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**Fiscal Impact**

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** N/A  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A  
**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**  
There is no fiscal impact for this item.

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**Attachments**

Water Supply Concept  
Conceptual Plan

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Proposed Additional Water Supply for the City of San Luis  
from Yuma Mesa Irrigation and Drainage District

February 21, 2022

The City of San Luis currently relies on groundwater for its water supply needs and has a designation of Assured Water Supply issued by the Arizona Department of Water Resources for 8,908 acre-feet per year of groundwater. As there exists a very extensive groundwater aquifer underlying the City of San Luis, the amount of groundwater designated as an assured water supply by ADWR can be increased.

The City of San Luis also has entitlements to Colorado River for lands located in the Yuma Valley portion of the City which have urbanized and have converted their water rights to the City. To date, the City has 1,565 acre-feet of such water rights and this total will increase with any new urban developments in the Yuma Valley which would also convert water rights. Using these water rights will require construction of water treatment infrastructure to use the Colorado River water.

With these two sources of water, groundwater and Yuma Project water rights, much of the City of San Luis' future water supply needs can be met. As stated above, the groundwater aquifer under the City of San Luis is extensive and can be expanded. Groundwater levels, however, will decline over the years, increasing pumping costs, and groundwater quality may decrease, with total dissolved solids levels possibly increasing as more of the aquifer is used. And Yuma Project water rights are not yet used as their use requires a surface water treatment plant be constructed.

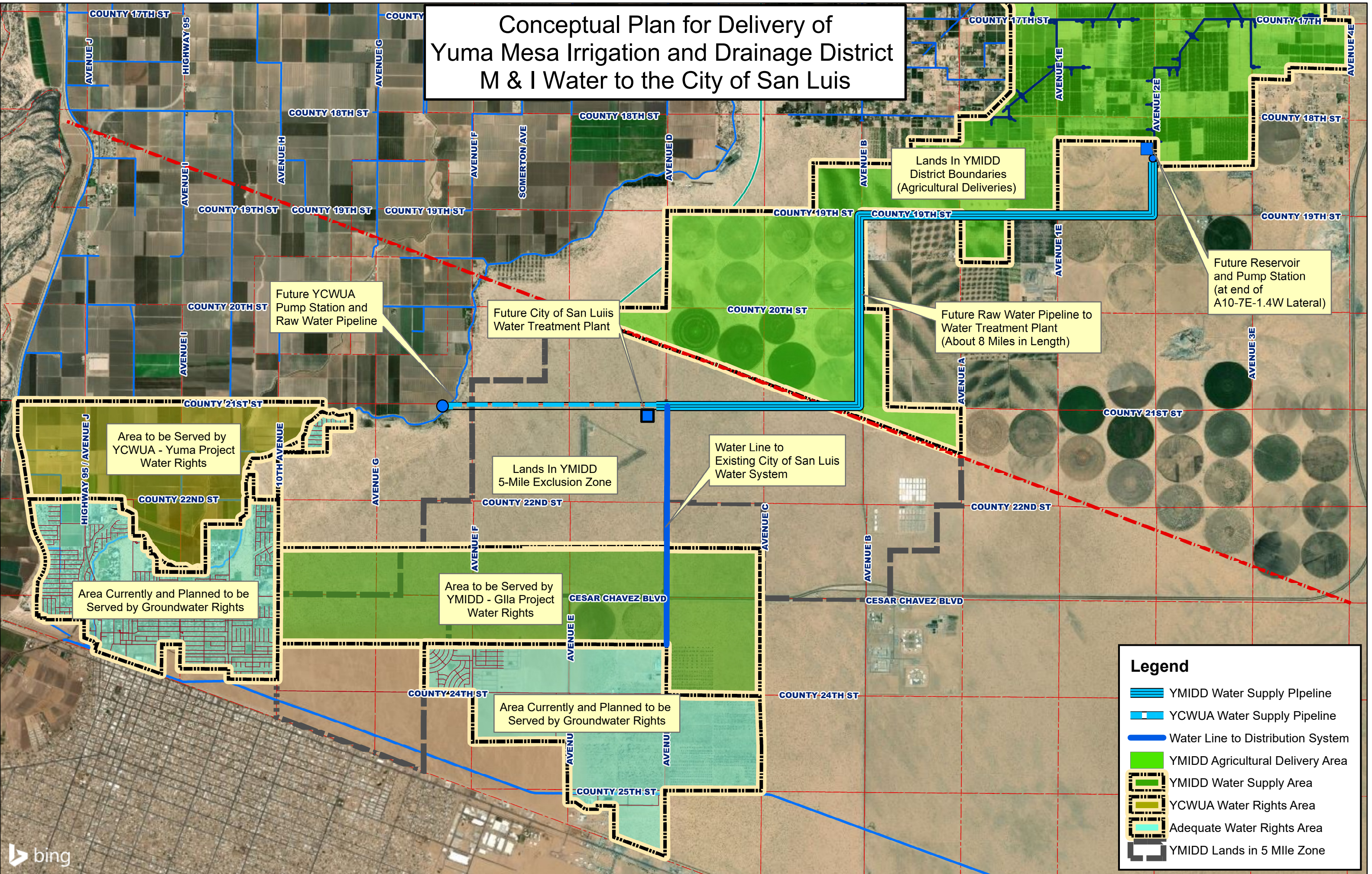
Recently the City has been contacted by Yuma Mesa Irrigation and Drainage District (YMIDD) to see if the City would be interested in acquiring additional water supply for its use. YMIDD currently has an allocation for 10,000 acre-feet per year of Colorado River water that is classified as Municipal and Industrial (M&I) water in addition to its agricultural water rights. Of these 10,000 acre-feet, YMIDD has 2,000 acre-feet of M&I water available for the City's use and can increase their overall M&I allocation if needed.

If the City were to enter into an agreement with YMIDD it would provide the City with more flexibility in serving its future residential, commercial and Industrial needs customers and would allow the City to expand its City limits and bring new lands into the City.

YMIDD has indicated that they would appreciate a letter of interest from the City of San Luis for the water allocation. This letter and eventual agreement would be for an initial 2000 acre-feet of water for future usage and for potentially an additional 2500 acre-feet or more. It is understood that YMIDD would provide up to a 10-year waiting period for taking delivery of the water, subject to an administrative fee during this waiting period. Eventual cost of the water is estimated at \$300 per acre-foot or about \$600,000 per year for 2000 acre-feet per year.

Use of YMIDD water, as with water delivered from the Yuma Valley, would require construction of a surface water treatment plant, including pipelines to and from the treatment plant.

# Conceptual Plan for Delivery of Yuma Mesa Irrigation and Drainage District M & I Water to the City of San Luis



Future YCWUA Pump Station and Raw Water Pipeline

Future City of San Luis Water Treatment Plant

Lands In YMIDD District Boundaries (Agricultural Deliveries)

Future Reservoir and Pump Station (at end of A10-7E-1.4W Lateral)

Future Raw Water Pipeline to Water Treatment Plant (About 8 Miles in Length)

Area to be Served by YCWUA - Yuma Project Water Rights

Lands In YMIDD 5-Mile Exclusion Zone

Water Line to Existing City of San Luis Water System

Area Currently and Planned to be Served by Groundwater Rights

Area to be Served by YMIDD - GIIa Project Water Rights

Area Currently and Planned to be Served by Groundwater Rights

**Legend**

- YMIDD Water Supply Pipeline
- YCWUA Water Supply Pipeline
- Water Line to Distribution System
- YMIDD Agricultural Delivery Area
- YMIDD Water Supply Area
- YCWUA Water Rights Area
- Adequate Water Rights Area
- YMIDD Lands in 5 Mile Zone



## AGENDA ITEM REVIEW FORM

### Work Session

2. C.

**Meeting Date:** 04/06/2022

**Department Head:** Maria A Roldan, Acting Director of Parks & Recreation, Parks & Recreation Department

**Submitted By:** Crystal Ochoa, Administrative Coordinator, Parks & Recreation Department

**Action Requested:** Discussion Item - No Action to be Taken

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### ITEM:

Discussion and possible directions to staff on any and all matters regarding a contract with Lantis Productions, Inc., for a fireworks presentation during the 4th of July Celebration. **(Maria A. Roldan, Acting Director of Parks and Recreation)**

### SUMMARY:

The City of San Luis, Parks & Recreation Department, has been working with Lantis Productions, Inc., for many years in using their services for the fireworks' presentation at the 4th of July event. For over 10 years, Lantis has provided us with exceptional service and has helped make our event a memorable one for all of our residents. Lantis has been in the business since 1945 and has a national reputation. Pyrotechnics, by their very nature, are explosive and extremely dangerous devices that should only be handled by trained and experienced professionals. The City of San Luis knows of Lantis Productions, Inc., and has a long-standing proven track record with them. This year, the Lantis quote is \$23,000.00, and it will be for a fireworks display at the Joe Orduño Park

The amount that is being spent is less than \$45,000.00 and is within the range of the San Luis City Code-Purchasing Section § 3.05.010 (C). This section provides in part that a written explanation can be maintained with the purchasing documents explaining why quotes were not obtained. Because this is a unique and dangerous service, and it would be unwise to deal with an unknown provider. This is why staff would like to inform the City Council the reason why Parks & Recreation is not seeking three (3) quotes for fireworks providers with the purchasing documents.

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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### Fiscal Impact

<b>IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:</b>	YES
<b>CITY/STATE/FEDERAL FUNDS:</b>	CITY
<b>TOTAL:</b>	\$23,000.00
<b>BUDGETED AMOUNT:</b>	Budgeted for Fiscal Year 2023
<b>AVAILABLE AMOUNT TO TRANSFER:</b>	See fiscal impact statement
<b>ACCT NAME &amp; GL#/REMAINING BALANCE BEFORE PURCHASE:</b>	See fiscal impact statement

**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

Fiscal impact as described above. This expense will be included in the budget within the Recreation Department budget for Fiscal Year 2023 which is currently in progress.

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**Attachments**

Draft Lantis Fireworks Contract 2022

Addendum to Contract

Lantis Fireworks Invoice 2022

Purchasing Code Memo - 4th of July Celebration Fireworks

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50%/50%

Show: 22045

**FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER**

**THIS CONTRACT, entered into on February 15, 2022 and between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as LANTIS), and San Luis of Arizona (hereinafter referred to as CLIENT).**

**WITNESSETH: LANTIS agrees to furnish the CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display Show as per our proposal made a part hereof, including the services of a licensed and trained Pyro technician to take charge of and fire the Display.**

**CLIENT shall pay LANTIS the sum of Twenty Three Thousand and No/100 (\$23,000.00) DOLLARS, in United States Currency, according to the following terms and conditions:**

<b>1. Due upon execution of contract</b>	<b>\$ 11,500.00</b>
<b>2. Due ten days prior to the show</b>	<b>\$ 11,500.00</b>
<b>Total:</b>	<b>\$ 23,000.00</b>

**All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless otherwise directed in writing.**

**Note: Balance due at time of show must be given to the authorized representative of LANTIS before said show will be commenced.**

**The said display is hereby scheduled to be performed on July 4, 2022. The display may be cancelled by CLIENT up to ten (10) days before display's date. At this time only, the cost of the set pieces (if applicable) and permit fees will be paid for by CLIENT. If for reasons other than adverse weather conditions the display shall be cancelled within the ten (10) days prior to the show date, the CLIENT agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee.**

**If the scheduled presentation of the show is delayed due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyro technician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the show.**

**CLIENT hereby agrees that any show so delayed must be presented within 10 calendar days of the originally scheduled date without incurring additional expenses except as detailed in the paragraph above. If the presentation of the show is delayed beyond ten (10) calendar days from the originally scheduled date, this contract shall be subject to renegotiation between LANTIS and CLIENT.**

**CLIENT agrees to provide and furnish a suitable place to display the said fireworks. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of the CLIENT. CLIENT will obtain any required event permits, and will arrange for any security bonds as required by law in CLIENT'S community when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, during firing, and for a minimum of thirty minutes following show completion.**

**Any vehicles or personal property located within the designated safety area shall be removed at the CLIENT'S Expense. Any damage or destruction of vehicles or personal property left remaining in the designated safety area shall be the sole responsibility of the CLIENT.**

**CLIENT hereby acknowledges and agrees that the LANTIS Pyro technician, the CLIENT, or Local Fire Authority, shall have the right to delay the start of, or terminate the firing of, the Fireworks Display Show if, in any one of the individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.**

**LANTIS shall provide insurance coverage for the following amounts and specified risks only:**

**Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00.**

**Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this contract.**

**It is agreed that this contract shall be governed by the laws of the State of Arizona. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction shall be proper venue for such an action. Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due, and the Client agrees to pay the same. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.**

**It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.**

**Additional Provisions:**

**IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and seals the dates and places indicated below.**

**LANTIS**

**Executed on behalf of LANTIS PRODUCTIONS INC. on February 15, 2022 at Fairfield, UT.**

**Lantis Productions Inc.**

by:   
\_\_\_\_\_

**Kenneth L. Lantis, President**

**CLIENT**

**Executed on behalf of \_\_\_\_\_ this day of \_\_\_\_\_, 2022  
at,**

by: \_\_\_\_\_

Title: \_\_\_\_\_

# CLIENT COMMUNICATIONS DATA

**Lantis Productions Inc.**

Show 22045

Please provide requested information to assure constant and immediate communication with Lantis Productions Inc. Fairfield, Utah and the Show Sponsor.

Show Sponsor: San Luis

Billing Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

Show Date: July 4, 2022      Approximate Time: 9:30 PM      Length of Show: 20 min

Show Location:      Joe Orduno Park  
                                 965 North Park Ave.  
                                 San Luis, Arizona 85349

Lantis Productions representative should contact the following person or persons for instructions:

Primary Contact

2<sup>ND</sup> Alternate

Angelica Roldan

Crystal Ochoa

Name

Name

P.O Box 1170

P.O. Box 1170

Address

Address

San Luis, Arizona 85349

San Luis, Arizona 85349

City, State, Zip

City, State, Zip

Phone Office 928-581-9570

Phone Office 928-341-8535

Home \_\_\_\_\_

Home \_\_\_\_\_

Cell \_\_\_\_\_

Cell 928-210-3269

Specific Address of Display Site:

Joe Orduno Park

965 North Park Ave.

San Luis, Arizona 85349

Routing to Location from Major Highway:

1-8 to 16<sup>th</sup> street. Take a left on 16<sup>th</sup> St. to Ave B. Take left on Ave B- all the way to San Luis. Take left on Juan Sanchez Blvd. Take Left into Joe Orduno Park.

**Extremely Important**

**Nearest Airport:**

**Yuma International Airport**

Approximate Distance: 20 miles Miles

Additional Comments. \_\_\_\_\_ Use: reverse side if needed.

**INSURANCE CERTIFICATE REQUISITION**  
**Lantis Productions Inc**

Show: 22045

Client Name: San Luis

Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

Display Date: July 4, 2022

Approximate Time: 9:30 PM

Location of Display: Joe Orduno Park  
965 North Park Ave.  
San Luis, Arizona 85349

Exact Names of those to be insured: City of San Luis

Name of Site Property Owner: City of San Luis

---

Insurance Certificate is to be issued to: City of San Luis

Title: Parks & Rec Director      Phone: 928-341-8535

Address: P.O. Box 7740, 1090 East Union Street, San Luis, AZ 85349

**This form must be returned with your signed contract in order for the Insurance Certificate to be processed. Our Insurance Carrier requires that we have this form in addition to the signed contract prior to the Certificate being issued and the coverage extended to the show sponsor(s).**

**The Insurance Carrier also requires that a diagram of the display show site and a description of the surrounding properties be submitted before the show. Please attach this diagram to this form. If you have any questions, please contact our Corporate Office at 1-800-443-3040 8 a.m. to 5 p.m. Mountain Time.**

# **REQUEST FOR DIAGRAM OF FIRING AREA**

**Lantis Productions Inc.**

Show: 22045

Dear Customer: San Luis

**In an effort to better understand and plan for your fireworks display show, it is of the utmost importance that you supply our office with a diagram or map of the proposed display site and the surrounding areas in all directions.**

**The map should show distances (in feet) from spectators and parking areas as well as buildings wires and overhead obstructions. We need to receive this information before we can apply for permits and insurance.**

**Preparation and planning can bring out the best in a fireworks display. It can also reduce accidents. Thank you for your cooperation and attention to this matter!**

**Lantis Productions Inc.**

Addendum to Show 22045  
FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER JULY 4, 2022

ALL LAWS

LANTIS shall abide by all laws including but not limited to the following:

Conflict of Interest. This Contract is subject to cancelation for the reason of conflict of interest by the provisions of A.R.S. § 38-511(A)

Employment Eligibility. Under A.R.S. § 41-4401:

1. LANTIS warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with ARS § 23-214, subsection A.
2. Specifically, that a breach of a warranty under paragraph 1 shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
3. That the CLIENT retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

INDEMNIFICATION

To the fullest extent permitted by law, LANTIS shall defend, indemnify and hold harmless the CLIENT, its elected official and its officers, agents and employees from and against for bodily injury and property damage claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from LANTIS's acts, errors, mistakes, omissions, work or service.

LANTIS's duty to defend, indemnify and hold harmless the CLIENT, its elected officials and its officers, agents and employees shall arise in connection with any claims, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use therefrom, caused in whole or in part by any act, error, omission, work or service of LANTIS, anyone LANTIS directly or indirectly employs or anyone for whose acts Lantis Fireworks and Laser may be liable.

## **INSURANCE REQUIREMENTS**

Concurrently with the execution of this Contract, LANTIS will furnish the CLIENT a certificate of insurance on a standard insurance industry ACCORD form.

LANTIS must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work by the LANTIS, its agents, representatives, employees, or subcontractors.

The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The CLIENT in no way warrants that the minimum limits are sufficient to protect LANTIS from liabilities that might arise out of the performance of the agreed contract services under this Contract by LANTIS, its agents, representatives, employees, subcontractors or sub consultants and LANTIS is free to purchase any additional insurance as may be determined necessary. The CLIENT will not pay for higher limits, but if LANTIS pays for insurance with higher limits, LANTIS will name the CLIENT as an additional insured on any additional insurance.

### **MINIMUM SCOPE AND LIMITS OF INSURANCE**

LANTIS must provide coverage at least as broad and with limits of liability not less than those stated below.

#### **Commercial General Liability-Occurrence Form**

General Liability/Aggregate 2,000,000	\$ 1,000,000	\$
Products-Completed Operations Aggregate	\$ 2,000,000	
Personal & Advertising Injury	\$ 2,000,000	
Each Occurrence	\$ 1,000,000	
Fire Damage (Any one fire)	\$ 100,000	

#### **Workers Compensation and Employers Liability:**

Workers Compensation	Arizona Statutory
Employers Liability: Each Accident	\$ 100,000
Disease - Each Employee	\$ 100,000
Disease - Policy Limit	\$ 500,000

## **OTHER INSURANCE REQUIREMENTS**

The policies are to contain, or be endorsed to contain, the following provisions:

The CLIENT, its officers, officials, agents and employees must be additional insureds to the full limits of liability purchased by LANTIS even if those limits of liability are in excess of those required by this Contract.

LANTIS's insurance coverage must be primary and non-contributory insurance with respect to the CLIENT, its elected officials and its officers, agents, and employees. Any insurance or self-insurance maintained by the CLIENT, its elected officials and its officers, agents and employees must be in excess of the coverage provided by the LANTIS and must not contribute to it.

LANTIS's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage provided by the LANTIS must not be limited to the liability assumed under the indemnification provisions of this Contract.

The policies must contain a waiver of subrogation against the CLIENT, its officers, officials, agents, and employees, for losses arising from Work performed by the LANTIS for the CLIENT.

**Workers' Compensation and Employers Liability Coverage:** The insurer shall waive all rights of subrogation and contribution it may have against the CLIENT, its elected officials and its officers, agents and employees, volunteers, and their respective insurers for losses arising from work performed by LANTIS for the CLIENT.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The CLIENT in no way warrants that the above required minimum insurer rating is sufficient to protect LANTIS from potential insurer insolvency.

## **VERIFICATION OF COVERAGE**

LANTIS must furnish the CLIENT Certificate of Insurance ACORD form or equivalent approved by the CLIENT and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages must be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by the CLIENT before Work commences. Each insurance policy required by this Contract must be in effect on or before the earlier of commencement of Work under the Contract Documents or the signing of this Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All Certificates of Insurance required by this Contract shall be sent directly to the CLIENT's City Clerk's Office. LANTIS's name must be included on the Certificate of Insurance. The "City of San Luis, Arizona" shall be included as the "Certificate Holder." The CLIENT reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

**APPROVAL**

Any modification or variation from the insurance requirements in this Contract must be approved by the CLIENT, City of San Luis Risk Management Division, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

	City of San Luis, Arizona  <hr/> Gerardo Sanchez, Mayor  Date: _____
ATTEST:  <hr/> Sonia Cornelio, City Clerk	APPROVED AS TO FORM:  <hr/> Kay Marion Macuil, City Attorney
	Lantis Productions, Inc.  <hr/> Signature  _____ Print Name  _____ Title  Date: _____



**LANTIS**  
Fireworks & Lasers

# Lantis Fireworks & lasers

P.O. Box 491  
Draper, Utah 84020  
801-768-2255 fax 801-768-2433

Invoice No. **22045**

## INVOICE

### Customer

Name San Luis  
Address 965 North park Ave  
City San Luis State AZ Zip 85349  
Phone 928.341.8535

Date 2/16/2022  
Order No. \_\_\_\_\_  
Rep Ken  
FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Display Show	\$23,000.00	\$23,000.00
<p style="color: red; text-align: center;"><b>Please reference the invoice number when making your payment.</b></p> <p style="color: red; text-align: center;"><b>Thank you!!!!</b></p>			

### Payment Details

- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Expires \_\_\_\_\_

SubTotal	\$23,000.00
Shipping & Handling	\$0.00
Taxes	State
<b>TOTAL</b>	<b>\$23,000.00</b>

Office Use Only

Thank You

Date: March 03, 2022

To: Monica Castro, Finance Director  
Angelica Cifuentes, Purchasing Agent

From: Kay Marion Macuil, City Attorney

Copy: L. Galaviz, Parks and Recreation Director

Re: Contract with Lantis Productions, Inc. in the Amount of \$32,400.00  
For the 4<sup>th</sup> of July Fire Works

The attached Contract with Lantis Productions, Inc. and its attachments are submitted for installment payments as directed in the contract.

The Parks and Recreation Department did not solicit 3 written quotations because: Fireworks are explosive and dangerous by nature. Only trained professionals should handle fireworks. Lantis Productions, Inc. has been in the business since 1945 and has a national reputation. San Luis has contracted with Lantis Productions for more than 10 years without a safety incident. It would not be prudent to deal with an unknown provider for this inherently dangerous service.

The San Luis City Code-Purchasing Section 3.05.010 (C) States:

*\$10,000.00 to \$44,999.99.* Whenever any contemplated purchase or contract for services is for the sum of at least \$10,000 but not more than \$44,999.99, the requisitioning department, with the assistance of the Purchasing Department, shall solicit three written quotations (inclusive of all cost) from vendors and submit them to the Purchasing Department, for awarding to the lowest responsive quote. If three written quotations cannot be obtained, documentation showing vendors contacted that did not offer price quotations, or **explaining why price quotations were not obtained shall be maintained with the purchasing documents.**  
(Bolding added for emphasis).

This memo serves as the explanation why the Parks and Recreation Department did not solicit 3 quotes.



## AGENDA ITEM REVIEW FORM

### Work Session

2. D.

**Meeting Date:** 04/06/2022  
**Department Head:** Kay Macuil, City Attorney, Attorney's Office  
**Submitted By:** Kay Macuil, City Attorney, Attorney's Office  
**Action Requested:** Discussion Item - No Action to be Taken

---

### ITEM:

Discussion and possible directions to staff on any and all matters regarding a proposed ordinance on animal abuse. A proposed ordinance amending Title 6 of the San Luis City Code by adding a new Chapter 6.20 Abuse of Animals; imposing penalties for violation; repealing any conflicting provisions and ordinances; and providing for severability. **(José A. de la Vara, City Prosecutor)**

### SUMMARY:

Under the Arizona statutes and court case law, it is not a crime to hit an animal if it leaves no injury. Arizona Revised Statute Section 13-2910(F) (A.R.S. § 13-2910(F)) does allow a city to adopt an ordinance with misdemeanor provisions at least as stringent as A.R.S. § 13-2910.

The proposed ordinance would:

- close the above gap in the law within the San Luis city limits,
- not criminalize using reasonable force against an animal to protect one's self, another person, or another animal, and
- be a class 1 misdemeanor (under A.R.S. § 13-707 the maximum sentence is 6 months in jail and under A.R.S. § 13-707 the maximum fine is \$2,500.00).

### RECOMMENDATION / SUGGESTED MOTION:

Discussion and possible directions to staff only, no action.

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### Fiscal Impact

**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** No  
**CITY/STATE/FEDERAL FUNDS:** N/A  
**TOTAL:** N/A  
**BUDGETED AMOUNT:** N/A  
**AVAILABLE AMOUNT TO TRANSFER:** N/A  
**ACCT NAME & GL#/REMAINING BALANCE BEFORE PURCHASE:** N/A

### FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no purchase associated with this item. If the proposed ordinance is adopted, it would be absorbed into law enforcement and court operations without a discernable fiscal impact either on expenses or revenue.

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## **Attachments**

Proposed Ordinance Animal Abuse

State Statute on Animal Cruelty

State Statute on Jail Time

State Statute on Fines

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## Proposed Ordinance

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING TITLE 6 OF THE SAN LUIS CITY CODE BY ADDING A NEW CHAPTER 6.20 ABUSE OF ANIMALS; IMPOSING PENALTIES FOR VIOLATION; REPEALING ANY CONFLICTING PROVISIONS AND ORDINANCES; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, under Arizona law, it is not illegal to hit your dog; and

**WHEREAS**, an incorporated city may adopt an ordinance with misdemeanor provisions at least as stringent as the misdemeanor provisions of A.R.S. § 13-2910(F); and

**WHEREAS**, A.R.S. § 13-2910(F) requires that any ordinance adopted shall **not** prohibit or restrict:

- any activity involving a dog, whether the dog is restrained or not, if the activity is directly related to the business of shepherding or herding livestock and the activity is necessary for the safety of a human, the dog or livestock
- or the activity is permitted by or pursuant to Arizona Revised Statutes Title 3.

**THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of San Luis, Arizona:

**Section 1:** This Ordinance adds a new Chapter, numbered 6.20 and titled “Cruelty to Animals,” to the San Luis City Code under Title 6, Animals:

### Chapter 6.20

#### CRUELTY TO ANIMALS

##### **Section 6.20.010 Definitions.**

As used in this chapter, the term “animal” shall have the following meanings unless the context clearly indicates that a different meaning is intended:

*ANIMAL.* A vertebrate, living creature not including a human being and not including a fish.

**Section 6.20.020 Abuse of animals; exceptions.**

A person commits abuse of animals if the person does any of the following:

(A) Intentionally, knowingly, or recklessly uses physical force to beat, batter, thump, pound, pummel, punch, or repeatedly hit, strike, slap, or smack any animal under the person's custody or control.

(B) It is no defense to subsection A of this section that the animal is struck to impose punishment or discipline.

(C) It is no defense to subsection A of this section that actual physical injury did not occur.

(D) The use of physical force against an animal, which would otherwise constitute an offense, is justifiable and not criminal when and to the extent a reasonable person would believe that physical force is immediately necessary to protect himself or herself, a third person, or a domestic animal to prevent another animal's aggressive conduct.

(E) Nothing in subsection A of this section shall be deemed to prohibit any action by a licensed veterinarian done per accepted standards of veterinary medicine.

**Section 6.20.030 Poisons**

(A) No person shall administer poison to any animal nor knowingly leave any poisonous substance of any kind or ground glass in any place with the intent to injure any animal.

(B) this chapter does not apply to:  
(1) licensed veterinarians administering poison to animals for humanitarian purposes.  
(2) licensed exterminators using poisons as part of a pest control program  
or  
(3) any person using commercially available insecticides and rodent baits to control insects and wild rodents.

**Section 6.20.990 Penalty and its classification**

A person who violates Section 6.20.020(A) is guilty of a class 1 misdemeanor.

**Section 2:** In the event of a conflict between the provisions of this ordinance and any other ordinance, resolution, order, regulation, or policy of the City of San Luis, this ordinance repeals, supersedes, and replaces such conflicting provisions, and the provisions of this ordinance shall govern.

**Section 3:** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**PASSED, ADOPTED, and APPROVED** by the Mayor and City Council of the City of San Luis, Yuma County, Arizona, this \_\_\_\_day of April 2022.


\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

 KeyCite Yellow Flag - Negative Treatment  
Proposed Legislation

[Arizona Revised Statutes Annotated](#)

[Title 13. Criminal Code \(Refs & Annos\)](#)

[Chapter 29. Offenses Against Public Order \(Refs & Annos\)](#)

A.R.S. § 13-2910

§ 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions

Effective: August 27, 2019

[Currentness](#)

A. A person commits cruelty to animals if the person does any of the following:

1. Intentionally, knowingly or recklessly subjects any animal under the person's custody or control to cruel neglect or abandonment.
2. Intentionally, knowingly or recklessly fails to provide medical attention necessary to prevent protracted suffering to any animal under the person's custody or control.
3. Intentionally, knowingly or recklessly inflicts unnecessary physical injury to any animal.
4. Recklessly subjects any animal to cruel mistreatment.
5. Intentionally, knowingly or recklessly kills any animal under the custody or control of another person without either legal privilege or consent of the owner.
6. Recklessly interferes with, kills or harms a working or service animal without either legal privilege or consent of the owner.
7. Intentionally, knowingly or recklessly leaves an animal unattended and confined in a motor vehicle and physical injury to or death of the animal is likely to result.

8. Intentionally or knowingly subjects any animal under the person's custody or control to cruel neglect or abandonment that results in serious physical injury to the animal.

9. Intentionally or knowingly subjects any animal to cruel mistreatment.

10. Intentionally or knowingly interferes with, kills or harms a working or service animal without either legal privilege or consent of the owner.

11. Intentionally or knowingly allows any dog that is under the person's custody or control to interfere with, kill or cause physical injury to a service animal.

12. Recklessly allows any dog that is under the person's custody or control to interfere with, kill or cause physical injury to a service animal.

13. Intentionally or knowingly obtains or exerts unauthorized control over a service animal with the intent to deprive the service animal handler of the service animal.

14. Intentionally or knowingly subjects a domestic animal to cruel mistreatment.

15. Intentionally or knowingly kills a domestic animal without either legal privilege or consent of the domestic animal's owner or handler.

16. Intentionally or knowingly harasses a working animal that is in a law enforcement vehicle or trailer without either legal privilege or consent of the owner.

**B.** It is a defense to subsection A of this section if:

1. Any person exposes poison to be taken by a dog that has killed or wounded livestock or poison to be taken by predatory animals on premises owned, leased or controlled by the person for the purpose of protecting the person or the person's livestock or poultry, the treated property is kept posted by the person who authorized or performed the treatment until the poison has been removed and the poison is removed by the person exposing the poison after the threat to the person or the person's livestock or poultry has ceased to exist. The posting required shall provide adequate warning to persons who enter the property by the point or points of normal entry. The warning notice that is posted shall be readable at a distance of fifty feet, shall contain a poison statement and symbol and shall state the word "danger" or "warning".

2. Any person uses poisons in and immediately around buildings owned, leased or controlled by the person for the purpose of controlling wild and domestic rodents as otherwise allowed by the laws of the state, excluding any fur-bearing animals as defined in § 17-101.

**C.** This section does not prohibit or restrict:

1. The taking of wildlife or other activities permitted by or pursuant to title 17.<sup>1</sup>

2. Activities permitted by or pursuant to title 3.<sup>2</sup>

3. Activities regulated by the Arizona game and fish department or the Arizona department of agriculture.

**D.** A peace officer, animal control enforcement agent or animal control enforcement deputy may use reasonable force to open a vehicle to rescue an animal if the animal is left in the vehicle as prescribed in subsection A, paragraph 7 of this section.

**E.** A person who is convicted of a violation of subsection A, paragraph 6 or 10 of this section is liable as follows:

1. If the working or service animal was killed or disabled, to the owner or agency that owns the working or service animal and that employs the handler or to the owner or handler for the replacement and training costs of the working or service animal and for any veterinary bills.

2. To the owner or agency that owns a working or service animal for the salary of the handler for the period of time that the handler's services are lost to the owner or agency.

3. To the owner for the owner's contractual losses with the agency.

**F.** An incorporated city or town or a county may adopt an ordinance with misdemeanor provisions at least as stringent as the misdemeanor provisions of this section, except that any ordinance adopted shall not prohibit or restrict any activity involving a dog, whether the dog is restrained or not, if the activity is directly related to the business of shepherding or herding livestock and the activity is necessary for the safety of a human, the dog or livestock or is permitted by or pursuant to title 3.

**G.** A person who violates subsection A, paragraph 1, 2, 3, 4, 5, 6, 7, 12 or 16 of this section is guilty of a class 1 misdemeanor. A person who violates subsection A, paragraph 8, 9, 10, 11 or 13 of this section is guilty of a class 6 felony. A

person who violates subsection A, paragraph 14 or 15 of this section is guilty of a class 5 felony.

**H.** For the purposes of this section:

1. “Animal” means a mammal, bird, reptile or amphibian.
2. “Cruel mistreatment” means to torture or otherwise inflict unnecessary serious physical injury on an animal or to kill an animal in a manner that causes protracted suffering to the animal.
3. “Cruel neglect” means to fail to provide an animal with necessary food, water or shelter.
4. “Domestic animal” means a mammal, not regulated by title 3, that is kept primarily as a pet or companion or that is bred to be a pet or companion.
5. “Handler” means a law enforcement officer or any other person who has successfully completed a course of training prescribed by the person’s agency or the service animal owner and who used a specially trained animal under the direction of the person’s agency or the service animal owner.
6. “Harass” means to engage in conduct that a reasonable person would expect to impede or interfere with a working animal’s performance of its duties.
7. “Service animal” means an animal that has completed a formal training program, that assists its owner in one or more daily living tasks that are associated with a productive lifestyle and that is trained to not pose a danger to the health and safety of the general public.
8. “Working animal” means a horse or dog that is used by a law enforcement agency, that is specially trained for law enforcement work and that is under the control of a handler.

#### **Credits**

Added by Laws 1977, Ch. 142, § 91, eff. Oct. 1, 1978. Amended by Laws 1996, Ch. 89, § 1; Laws 1999, Ch. 143, § 2; Laws 2000, Ch. 32, § 5; Laws 2002, Ch. 302, § 1; Laws 2012, Ch. 258, § 1; Laws 2019, Ch. 32, § 1; Laws 2019, Ch. 188, § 1.

### Footnotes

1  
Section 17-101 et seq.

2  
Section 3-101 et seq.

A. R. S. § 13-2910, AZ ST § 13-2910

Current through legislation effective March 25, 2022 of the Second Regular Session of the Fifty-Fifth Legislature (2022).

End of Document

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## Notes Of Decisions

### Validity

This section providing punishment for cruelty to “animals” evinced no clear intent on part of legislature to include game cock in the term “an animal” as used therein; and to interpret statute as making it a crime to conduct cockfight would be to render it vague, indefinite and uncertain and, therefore, in violation of due process clause of [Const. Art. 2, § 4](#). [State v. Stockton \(1958\) 85 Ariz. 153, 333 P.2d 735](#). [Animals 3.5\(3\)](#); [Animals 3.5\(7\)](#); [Constitutional Law 4509\(1\)](#)

### Cockfighting

This section, which prohibits cruelty to animals and poultry, is inapplicable to cockfighting. [Op.Atty.Gen. No. I87-142, 1987 WL 121345](#).

### Authorized animal destruction

Ranger prosecuted for killing mare in compliance with regulation was not guilty of malicious killing. [Fears v. State \(1928\) 33 Ariz. 432, 265 P. 600](#). [Animals 45](#)

### Jury trial

Defendant’s conduct did not involve “moral turpitude” so as to entitle him under State Constitution to jury trial in prosecution for cruelty to animals, arising from defendant putting hot dogs containing rat poison on his front lawn and neighbor’s cat’s subsequent poisoning; charged offense did not reflect adversely upon honesty, integrity, or personal values of defendant, neither was it conduct which indicated readiness to do evil, as it did not support inference of witness’ readiness to lie, and defendant’s conduct was not inherently depraved and base. [Campbell v. Superior Court In and For County of Maricopa \(App. Div.1 1996\) 186 Ariz. 526, 924 P.2d 1045](#). [Jury 22\(2\)](#)

### Weight and sufficiency of evidence

Insufficient evidence existed to support delinquency adjudication based on a finding that juvenile committed animal cruelty by subjecting an animal to cruel mistreatment; while juvenile admitted he shot cat with a pellet gun and that the cat died, the State failed to present any evidence that juvenile caused an unnecessary serious physical injury to the cat. [In re Jessie T. \(App. Div.1 2017\) 242 Ariz. 556, 399 P.3d 103](#). [Animals 3.5\(5\)](#); [Infants 2484](#)

Evidence was sufficient to find beyond a reasonable doubt that juvenile committed animal cruelty, as the lesser included offense of intentionally or knowingly subjecting an animal to cruel mistreatment; juvenile admitted that he shot cat with a pellet gun for no other reason than it was “black” and a “stray,” and a finder of fact could find that such a shooting necessarily caused the cat some type of physical impairment, as an element of the offense. [In re Jessie T. \(App. Div.1 2017\) 242 Ariz. 556, 399 P.3d 103](#). [Animals 3.5\(5\)](#); [Infants 2640\(1\)](#)

Evidence was insufficient to support animal cruelty conviction based on shooting of horse; when horse was shot with a .22 caliber firearm, owner did not see or hear any gunshots, and that defendant shot and killed a dog with a .22 caliber firearm two miles from where horse was shot was not enough to permit jury to conclude beyond a reasonable doubt that defendant also shot the horse. [State v. Hausner \(2012\) 230 Ariz. 60, 280 P.3d 604](#). [Animals 3.5\(5\)](#)

Evidence was sufficient to support animal cruelty convictions based on shooting of dogs; dogs were shot with a .22 caliber

firearm, police found .22 caliber shell casings, guns, and live cartridges in defendant's apartment and car, shootings involving dogs occurred within close proximity of one another and within close proximity of shootings of people, and defendant's associate testified as a State's witness that defendant and his brother told him they had been "out targeting a dog" on the night when they shot one of the victims. [State v. Hausner \(2012\) 230 Ariz. 60, 280 P.3d 604](#) . [Animals 3.5\(5\)](#)

#### **Sentence and punishment**

Defendant charged with intentionally or knowingly subjecting animal to cruel mistreatment was not subject to increased punishment for being dangerous offender, based on his alleged use of metal rod; even if rod could constitute dangerous instrument in certain cases, use of dangerous instrument in context of animal cruelty with no human victim did not qualify as dangerous offense. [State ex rel. Montgomery v. Brain \(App. Div.1 2018\) 244 Ariz. 525, 422 P.3d 1065](#) . [Statutes 1404](#)

### Validity (3)

#### Proposed Legislation (3)

[2022 AZ H.B. 2372 \(NS\)](#)

2022 Arizona House Bill No. 2372, Arizona Fifty-Fifth Legislature - Second Regular Session, (Feb. 15, 2022), VERSION: Engrossed, PROPOSED ACTION: Amended

[2022 AZ H.B. 2372 \(NS\)](#)

2022 Arizona House Bill No. 2372, Arizona Fifty-Fifth Legislature - Second Regular Session, (Jan. 24, 2022), VERSION: Introduced, PROPOSED ACTION: Amended

[2022 AZ H.B. 2372 \(NS\)](#)

2022 Arizona House Bill No. 2372, Arizona Fifty-Fifth Legislature - Second Regular Session, (Jan. 14, 2022), VERSION: Filed, PROPOSED ACTION: Amended

**Versions (3)**

[§ 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions](#) 

**AZ ST § 13-2910**

**Effective August 27, 2019**

Enacted Legislation [Laws 2019, Ch. 188](#) , § 1

**Prior Versions (2)**

[§ 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions](#)

**AZ ST § 13-2910**

**Effective August 2, 2012 to August 26, 2019**

Enacted Legislation [Laws 2012, Ch. 258](#) , § 1

[§ 13-2910. Cruelty to animals; interference with working or service animal; classification; definitions](#)

**AZ ST § 13-2910**

**Effective [See Text Amendments] to August 1, 2012**

Enacted Legislation [Laws 2002, Ch. 302](#) , § 1

## Editor's and Revisor's Notes (2)

### HISTORICAL AND STATUTORY NOTES

#### Source:

Pen.Code 1901, §§ 534, 560.

Laws 1909, Ch. 40, § 3.

Pen.Code 1913, §§ 592, 593, 602, 605.

Laws 1921, Ch. 167, §§ 1, 3.

Rev.Code 1928, §§ 4825, 4827, 4828, 4886.

Laws 1929, Ch. 106, § 1.

Code 1939, §§ 43-1202, 43-1203, 43-2209, 43-5818.

A.R.S. former §§ 13-863, 13-951 to 13-953.

Laws 1973, Ch. 179, § 1.

Laws 1976, Ch. 58, § 1.

Adopted from California, see [West's Ann.Pen.Code §§ 596](#) , [597](#) .

The 1996 amendment by Ch. 89 rewrote the section, which had read:

“ **A.** A person commits cruelty to animals if, except as otherwise authorized by law, such person recklessly:

“1. Subjects any animals or poultry under human custody or control to cruel mistreatment; or

“2. Subjects any animal or poultry under his custody or control to cruel neglect or abandonment; or

“3. Kills any animal or poultry under the custody or control of another without either legal privilege or consent of the owner.

“ **B.** It is a defense to subsection A of this section if any person exposes poison to be taken by a dog which has killed or wounded livestock or poison to be taken by predatory animals on premises owned, leased or controlled by him for the purpose of the protection of such person or his livestock or poultry, and the treated property is kept posted by the person who authorized or performed the treatment until such poison has been removed, and such poison is removed by the person exposing the poison after the threat to such person, his livestock or poultry has ceased to exist. The posting required shall be in such manner as to provide adequate warning to persons who enter the property by the point or points of normal entry. The warning notice which is posted shall be of such size that it is readable at a distance of fifty feet, shall contain a poison statement and symbol and shall state the word ‘Danger’ or ‘Warning’.

“ C. Cruelty to animals or poultry is a class 2 misdemeanor.”

The 1999 amendment by Ch. 143 rewrote the section, which had read:

“ A. A person commits cruelty to animals if, except as otherwise authorized by law, such person:

“1. Recklessly subjects any animals or poultry to cruel mistreatment; or

“2. Recklessly subjects any animal or poultry under the person’s custody or control to cruel neglect or abandonment; or

“3. Recklessly kills any animal or poultry under the custody or control of another without either legal privilege or consent of the owner; or

“4. Intentionally interferes with, kills or harms a working or service animal without either legal privilege or consent of the owner.

“ B. It is a defense to subsection A of this section if any person exposes poison to be taken by a dog which has killed or wounded livestock or poison to be taken by predatory animals on premises owned, leased or controlled by the person for the purpose of the protection of such person or the person’s livestock or poultry, and the treated property is kept posted by the person who authorized or performed the treatment until such poison has been removed, and such poison is removed by the person exposing the poison after the threat to such person, the person’s livestock or the person’s poultry has ceased to exist. The posting required shall be in such manner as to provide adequate warning to persons who enter the property by the point or points of normal entry. The warning notice which is posted shall be of such size that it is readable at a distance of fifty feet, shall contain a poison statement and symbol and shall state the word ‘danger’ or ‘warning’.

“ C. Nothing in this section shall prohibit or restrict:

“1. The taking of wildlife or any other activities permitted by or pursuant to title 17.

“2. Activities permitted by or pursuant to title 3.

“3. Activities regulated by the Arizona game and fish department or the Arizona department of agriculture.

“ D. A person who is convicted of a violation of subsection A, paragraph 4 is liable as follows:

“1. If the working or service animal was killed or disabled, to the owner or agency that owns the working or service animal and that employs the handler or to the owner or handler for the replacement and training costs of the working or service animal and for any veterinary bills.

“2. To the owner or agency that owns a working or service animal for the salary of the handler for the period of time that the handler’s services are lost to the owner or agency.

“3. To the owner for the owner’s contractual losses with the agency.

“ E. A person who violates subsection A, paragraph 1, 2 or 3 is guilty of a class 1 misdemeanor. A person who violates subsection A, paragraph 4 is guilty of a class 6 felony.

“ F. For the purposes of this section:

“1. ‘Handler’ means a law enforcement officer or any other person who has successfully completed a course of training prescribed by the person’s agency or the service animal owner and who used a specially trained animal under the direction of the person’s agency or the service animal owner.

“2. ‘Service animal’ means an animal that has completed a formal training program, that assists its owner in one or more daily living tasks that are associated with a productive life-style and that is trained to not pose a danger to the health and safety of the general public.

“3. ‘Working animal’ means a horse or dog that is used by a law enforcement agency, that is specially trained for law enforcement work and that is under the control of a handler.”

The 2000 amendment by Ch. 32 rewrote the section.

The 2000 amendment of this section by Ch. 32 explicitly amended the amendment of this section by [Laws 1996, Ch. 89, § 1](#).

The amendment of this section by [Laws 1999, Ch. 143](#), § 2 was repealed by [Laws 2000, Ch. 32, § 6](#).

[Laws 2000, Ch. 32, § 1](#), par. 2, provides:

**“ Section 1. Purpose**

“2. Section 13-2910, Arizona Revised Statutes, was amended by Laws 1999, chapter 143, § 2. However, the amendment of this section was erroneously included in the title of the act in violation of [article IV, part 2, § 13, Constitution of Arizona](#). In order to correct a potentially defective enactment, this act amends the previous valid version of § 13-2910, Arizona Revised Statutes, to incorporate the amendments made by Laws 1999, chapter 143, and the chapter 143 version is repealed.”

[Laws 2000, Ch. 32, § 24](#), subsec. B, provides:

**“ Sec. 24. Retroactive application**

“ B. Sections 5, 6, 13, 14 and 16 through 19 of this act apply retroactively to August 6, 1999.”

The 2002 amendment by Ch. 302, inserted subsec. A, pars 7 and 11 to 13, redesignating existing pars. 7 to 9, as 8 to 10, accordingly; inserted subsec. D, redesignating existing subsecs. D to G, as E to H, accordingly; and made other conforming changes.

The 2012 amendment by Ch. 258 rewrote subsec. F; and made nonsubstantive changes. Subsection F had read:

“ F. An incorporated city or town or a county may adopt an ordinance with misdemeanor provisions at least as stringent as the misdemeanor provisions of this section.”

The blended amendment of Laws 2019, Chs. 32 and 188, in subsec. A, inserted pars. 14 to 16; in subsec. G, substituted “paragraph 1, 2, 3, 4, 5, 6, 7, 12 or 16” for “paragraph 1, 2, 3, 4, 5, 6, 7 or 12” and inserted the last sentence; in subsec. H, inserted par. 4, redesignated existing former par. 4 as 5, inserted par. 6, and redesignated former pars. 5 and 6 as 7 and 8, accordingly.

**Reviser’s Notes:**

**1996 Note.** Pursuant to authority of § 41-1304.02, in subsection A, paragraph 1 after “mistreatment” a semicolon was

substituted for the comma to correct a manifest clerical error, in subsection C, paragraph 1 a period was inserted after the paragraph designation “1” to correct a manifest clerical error and in subsection F, paragraph 2 the spelling of “life-style” was corrected.

**1999 Note.** Pursuant to authority of § 41-1304.02, in the section heading “or poultry” was removed, in subsection B, paragraph 2 the spelling of “fur-bearing” was corrected, subsection G was relettered as subsection E and former subsections E and F were relettered as subsections F and G, respectively. The amendment of this section by [Laws 1999, Ch. 143](#), sec. 2 was erroneously included in the title of the act in violation of [Constitution of Arizona art. IV, pt. 2, sec. 13](#).

**2019 Note.** This section contains the amendments made by [Laws 2019, Ch. 32](#), sec. 1 and Ch. 188, sec. 1, which were blended together as shown pursuant to authority of § 41-1304.03.

**Bill Drafts (10)**

**1. 2019 AZ H.B. 2671 (NS)**

2019 Arizona House Bill No. 2671, Arizona Fifty-Fourth Legislature - First Regular Session, May 08, 2019, VERSION: Adopted, Amended,  
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 188 (H.B. 2671) (WEST)**

**2. 2019 AZ H.B. 2671 (NS)**

2019 Arizona House Bill No. 2671, Arizona Fifty-Fourth Legislature - First Regular Session, Apr. 11, 2019, VERSION: Engrossed, Amended,  
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 188 (H.B. 2671) (WEST)**

**3. 2019 AZ H.B. 2421 (NS)**

2019 Arizona House Bill No. 2421, Arizona Fifty-Fourth Legislature - First Regular Session, Mar. 22, 2019, VERSION: Adopted, Amended,  
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 32 (H.B. 2421) (WEST)**

**4. 2019 AZ H.B. 2421 (NS)**

2019 Arizona House Bill No. 2421, Arizona Fifty-Fourth Legislature - First Regular Session, Feb. 25, 2019, VERSION: Engrossed, Amended,  
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 32 (H.B. 2421) (WEST)**

**5. 2019 AZ H.B. 2421 (NS)**

2019 Arizona House Bill No. 2421, Arizona Fifty-Fourth Legislature - First Regular Session, Jan. 28, 2019, VERSION: Introduced, Amended,  
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 32 (H.B. 2421) (WEST)**

**6. 2019 AZ H.B. 2421 (NS)**

2019 Arizona House Bill No. 2421, Arizona Fifty-Fourth Legislature - First Regular Session, Jan. 17, 2019, VERSION: Filed, Amended,  
Updating Legislation: **2019 Ariz. Legis. Serv. Ch. 32 (H.B. 2421) (WEST)**

**7. 2012 AZ H.B. 2780 (NS)**

2012 Arizona House Bill No. 2780, Arizona Fiftieth Legislature - Second Regular Session, Apr. 12, 2012, VERSION: Adopted, Amended,  
Updating Legislation: **2012 Ariz. Legis. Serv. Ch. 258 (H.B. 2780) (WEST)**

**8. 2012 AZ H.B. 2780 (NS)**

2012 Arizona House Bill No. 2780, Arizona Fiftieth Legislature - Second Regular Session, Mar. 29, 2012, VERSION: Engrossed, Amended,  
Updating Legislation: **2012 Ariz. Legis. Serv. Ch. 258 (H.B. 2780) (WEST)**

**9. 2012 AZ H.B. 2780 (NS)**

2012 Arizona House Bill No. 2780, Arizona Fiftieth Legislature - Second Regular Session, Mar. 02, 2012, VERSION: Engrossed, Amended,  
Updating Legislation: **2012 Ariz. Legis. Serv. Ch. 258 (H.B. 2780) (WEST)**

**10. 2012 AZ H.B. 2780 (NS)**

2012 Arizona House Bill No. 2780, Arizona Fiftieth Legislature - Second Regular Session, Feb. 08, 2012, VERSION:

Introduced, Amended,  
Updating Legislation: **2012 Ariz. Legis. Serv. Ch. 258 (H.B. 2780) (WEST)**

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## Context and Analysis (14)

### Cross References (7)

- Abused or vicious animals, hearing on disposition, forfeiture, see § 11-1029.
- Animal seizure, notification, bonding, hearing, exception, see § 13-4281.
- Branding or altering brand of animal of another, see §§ 3-1304, 3-1305.
- Equine, poor condition, seizure, see § 3-1721.
- Killing livestock of another, see § 3-1307.
- Liability for animal rescue costs, see § 12-1011.
- Obliterating or changing brand or mark of animal of another, see §§ 3-1304, 3-1305.

### Administrative Code References (1)

- Penalties for special licenses, see A.A.C. R12-4-409.

### Law Review And Journal Commentaries (1)

- Contradictions will out: *Animal rights v. Animal Sacrifice in the Supreme Court.* Henry Mark Holzer, 1 *Animal L.* 79 (1995).

### ALR Library (1)

- 6 *American Law Reports 5th* 733, What Constitutes Offense of Cruelty to Animals--Modern Cases.

### Encyclopedias (2)


- 147 *Am. Jur. Trials* 181, Litigation of Assistance Animal Access Cases.
- 156 *Am. Jur. Trials* 363, Litigation of Criminal Prosecutions of Animal Fighting Contests.

### Treatises and Practice Aids (1)

- 13 *Arizona Practice App.* 4, Arizona Rules of Protective Order Procedure.

### United States Code Annotated (1)

- Animal cruelty, depiction of animal cruelty, interstate or foreign commerce, see 18 U.S.C.A. § 48.

 KeyCite Yellow Flag - Negative Treatment  
Unconstitutional or Preempted Validity Called into Doubt by *U.S. v. Arizona*, 9th Cir.(Ariz.), Apr. 11, 2011

Arizona Revised Statutes Annotated

Title 13. Criminal Code (Refs & Annos)

Chapter 7. Sentencing and Imprisonment (Refs & Annos)

A.R.S. § 13-707

§ 13-707. Misdemeanors; sentencing

Effective: January 1, 2009

Currentness

**A.** A sentence of imprisonment for a misdemeanor shall be for a definite term to be served other than a place within custody of the state department of corrections. The court shall fix the term of imprisonment within the following maximum limitations:

1. For a class 1 misdemeanor, six months.
2. For a class 2 misdemeanor, four months.
3. For a class 3 misdemeanor, thirty days.

**B.** A person who is at least eighteen years of age or who has been tried as an adult and who stands convicted of any misdemeanor or petty offense, other than a traffic offense, and who has been convicted of one or more of the same misdemeanors or petty offenses within two years next preceding the date of the present offense shall be sentenced for the next higher class of offense than that for which the person currently is convicted. Time spent incarcerated within the two years next preceding the date of the offense for which a person is currently being sentenced shall not be included in the two years required to be free of convictions.

**C.** If a person is convicted of a misdemeanor offense and the offense requires enhanced punishment because it is a second or subsequent offense, the court shall determine the existence of the previous conviction. The court shall allow the allegation of a prior conviction to be made in the same manner as the allegation prescribed by § 28-1387, subsection A.

**D.** A person who has been convicted in any court outside the jurisdiction of this state of an offense that if committed in this state would be punishable as a misdemeanor or petty offense is subject to this section. A person who has been convicted as an

**§ 13-707. Misdemeanors; sentencing, AZ ST § 13-707**

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adult of an offense punishable as a misdemeanor or petty offense under the provisions of any prior code in this state is subject to this section.

**E.** The court may direct that a person who is sentenced pursuant to subsection A of this section shall not be released on any basis until the sentence imposed by the court has been served.

**Credits**

Added as § 13-903 by Laws 1977, Ch. 142, § 57, eff. Oct. 1, 1978. Renumbered as § 13-707 and amended by Laws 1978, Ch. 201, §§ 104, 107, eff. Oct. 1, 1978. Amended by Laws 1987, Ch. 114, § 1; [Laws 2008, Ch. 301, § 31, eff. Jan. 1, 2009](#).

A. R. S. § 13-707, AZ ST § 13-707

Current through legislation effective March 25, 2022 of the Second Regular Session of the Fifty-Fifth Legislature (2022).

End of Document

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## Notes Of Decisions

### Concurrent sentences

Trial court's order that misdemeanor jail sentences were to run concurrently with defendant's term of imprisonment on felony charge was improper, however, Court of Appeals would not disturb sentence where State did not cross appeal and error ran in favor of defendant. [State v. Garcia \(App. Div.1 1990\) 165 Ariz. 547, 799 P.2d 888](#), review denied. [Criminal Law 1136](#); [Sentencing And Punishment 594](#)

Concurrent sentence on misdemeanor was unlawful. [State v. Harris \(App. Div.2 1982\) 134 Ariz. 287, 655 P.2d 1339](#). [Sentencing And Punishment 66](#)

### Flat time sentences

Municipal court sentences of \$408 fine and suspension of driver's license for 90 days for two civil violations and \$40 fine for violating restriction on driver's license requiring defendant to wear glasses were within prescribed legal limits; municipal court had no obligation to sentence defendant to driver's education classes. [State v. Harrison \(App. Div.1 1990\) 164 Ariz. 316, 792 P.2d 779](#), review denied, certiorari denied [111 S.Ct. 979, 498 U.S. 1093, 112 L.Ed.2d 1064](#). [Automobiles 144.5](#); [Automobiles 359.1](#)

"Flat" time sentences, which prisoner must serve without possibility of double time allowance for work done outside jail as trusty, are not permitted in misdemeanor cases unless specifically authorized by statute. [Application of Webb \(1986\) 150 Ariz. 293, 723 P.2d 642](#). [Prisons 245\(3\)](#)

### Enhanced sentences

Reclassifying second and third disorderly conduct convictions within two years as class 6 felonies and sentencing defendant as category three repetitive felony offender was not permitted by and was fundamental error under statute requiring sentence for the next higher class of offense if the person "stands convicted of any misdemeanor" and "has been convicted of one or more of the same misdemeanors" within two years preceding date of the present offense; phrase "stands convicted of any misdemeanor" dictated that the current conviction had to be classified as a class 1 misdemeanor in order for the trial court to impose a class 6 felony sentence. [State v. Gulley \(2017\) 242 Ariz. 149, 393 P.3d 929](#). [Criminal Law 1042.5](#); [Sentencing and Punishment 1238](#)

Disorderly conduct convictions, which were defendant's second and third such convictions in less than two years, were class 1 misdemeanors rather than felonies when calculating an enhanced sentence for a repetitive offender; a felony classification was inconsistent with the plain language of the misdemeanor sentencing statute and the overall context of the statutory scheme for enhanced sentencing for various offenses, and, furthermore, the state conceded that a felony classification was not correct. [State v. Caesar \(App. Div.1 2016\) 241 Ariz. 66, 383 P.3d 1140](#). [Sentencing and Punishment 1238](#)

To the extent the sentencing directives in the misdemeanor sentencing statute conflict regarding repetitive misdemeanor offenses, the specific statutory mandate for enhanced punishment controls over the generally applicable misdemeanor sentencing range. [State v. Caesar \(App. Div.1 2016\) 241 Ariz. 66, 383 P.3d 1140](#). [Sentencing and Punishment 34](#)

The language of the misdemeanor sentencing statute expressly controverts the notion that the enhanced sentencing range for repetitive misdemeanor offenses also converts the classification of the offense into a felony. [State v. Caesar \(App. Div.1 2016\) 241 Ariz. 66, 383 P.3d 1140](#). [Criminal Law 27](#)

Sufficient evidence existed to support jury's finding that defendant had been previously convicted of disorderly conduct, as required to enhance two counts of disorderly conduct per domestic violence to class 6 felonies; the jury had before it evidence showing that defendant was convicted of disorderly conduct within two years preceding the date that he committed the offenses for which he was being prosecuted. [State v. Gulley \(App. Div.1 2016\) 240 Ariz. 580, 382 P.3d 795](#) , review granted, vacated in part [242 Ariz. 149, 393 P.3d 929](#) . [Disorderly Conduct 148](#)

Defendant, who was convicted of class 1 misdemeanor, threatening or intimidating per domestic violence, was not only subject to class 6 felony sentencing, but his offense was a class 6 felony for purposes of sentencing him as a category three repetitive offender. [State v. Gulley \(App. Div.1 2016\) 240 Ariz. 580, 382 P.3d 795](#) , review granted, vacated in part [242 Ariz. 149, 393 P.3d 929](#) . [Sentencing and Punishment 1260](#)

### Term

Sentence begins on day court imposes sentence or on day defendant surrenders to custody, regardless of whether that "day" consists of full twenty-four hours. [State v. Carnegie \(App. Div.1 1993\) 174 Ariz. 452, 850 P.2d 690](#) . [Time 11](#)

Potential 195-day term of incarceration was not excessive sentence for class 6 undesignated offense of theft, even though sentence exceeded six-month maximum jail sentence for class 1 misdemeanors and trial court refrained from designating offense as felony or misdemeanor, given that statute on undesignated offenses required that offense be treated as felony for all purposes until court entered order designating offense as misdemeanor. [State v. Brown \(App. Div.1 1991\) 169 Ariz. 35, 816 P.2d 932](#) . [Larceny 88](#)

### Right to jury trial

Defendant is not entitled to a jury trial when he is charged with multiple petty offenses that give rise to the possibility of an aggregate prison term of more than six months; whether a defendant is exposed to aggregate sentence totaling more than six months for multiple petty offenses depends on the particularities of that case, and not on the underlying offense, and simply being convicted of misdemeanor assault, or even multiple counts of misdemeanor assault, does not automatically expose a defendant to a prison term longer than six months. [Spence v. Bacal \(App. Div.2 2018\) 243 Ariz. 504, 413 P.3d 1254](#) . [Jury 22\(.5\)](#)

Because misdemeanor assault was a petty offense for which no jury right attached, defendant, who was charged with three counts of assault, was not entitled to a jury trial on the basis that he faced a potential aggregate sentence of 18 months if court imposed consecutive sentences on all three counts; maximum sentence for each misdemeanor assault was six months, and court need not look to the punishment actually imposed, because court was able to discern the legislature's judgment of the character of the offense. [Spence v. Bacal \(App. Div.2 2018\) 243 Ariz. 504, 413 P.3d 1254](#) . [Jury 22\(2\)](#)

Assault charges against defendant were presumptively not jury-trial eligible because the maximum sentence for misdemeanor assault was six months, indicating that it was petty offense that fell outside the jury requirement of state and federal constitutional protections. [Spence v. Bacal \(App. Div.2 2018\) 243 Ariz. 504, 413 P.3d 1254](#) . [Jury 22\(2\)](#)

Misdemeanor offenses punishable by no more than six months' incarceration are presumed to be jury ineligible under the Arizona Constitution; a defendant may rebut this presumption, however, by demonstrating that the offense carries additional severe, direct, uniformly applied, statutory consequences that reflect the legislature's judgment that the offense is serious. [Phoenix City Prosecutor's Office v. Nyquist \(App. Div.1 2017\) 243 Ariz. 227, 404 P.3d 255](#) . [Jury 22\(.5\)](#)

Misdemeanor marijuana and drug paraphernalia possession are not jury-eligible offenses; neither was a crime at the time of statehood, maximum term of imprisonment for offenses is six months, so that crimes are presumed to be petty, rather than serious, and offenses carry no additional severe, direct, uniformly applied, statutory consequences that would work to overcome that presumption. [Stoudamire v. Simon \(App. Div.2 2006\) 213 Ariz. 296, 141 P.3d 776](#) , review denied. [Jury](#)

22(2)

Drag racing is not a jury-eligible offense; there is no common law antecedent for the statute prohibiting drag racing, offense is presumptively jury-ineligible, as it is a misdemeanor offense punishable by no more than six months incarceration, and there are insufficient severe, direct, uniformly applied, statutory consequences of violation of offense to overcome such presumption. [Derendal v. Griffith \(2005\) 209 Ariz. 416, 104 P.3d 147](#) . Jury 22(2)

**Validity (1)**

**Case Treatment (1)**

**Validity Called into Doubt by**



[U.S. v. Arizona](#)

641 F.3d 339, 342+ ( 9th Cir.(Ariz.) Apr. 11, 2011 ) , ( NO. 10-16645 )

**Versions (2)**

**§ 13-707. Misdemeanors; sentencing** 

**AZ ST § 13-707**

**Effective January 1, 2009**

Enacted Legislation [Laws 2008, Ch. 301, § 31, eff. Jan. 1, 2009](#)

**Prior Versions (1)**

**§ 13-707. Sentence of imprisonment for misdemeanor**

**AZ ST § 13-707**

**Effective [See Text Amendments] to December 31, 2008**

Enacted Legislation Renumbered as § 13-707 and amended by Laws 1978, Ch. 201, §§ 104, 107, eff. Oct. 1, 1978.

Amended by Laws 1987, Ch. 114, § 1

## Editor's and Revisor's Notes (1)

### HISTORICAL AND STATUTORY NOTES

The 1987 amendment designated subsec. A and added subsec. B.

The 2008 amendment by Ch. 301 rewrote the section, which had read:

**" A.** A sentence of imprisonment for a misdemeanor shall be for a definite term to be served other than a place within custody of the state department of corrections. The court shall fix the term of imprisonment within the following maximum limitations:

"1. For a class 1 misdemeanor, six months.

"2. For a class 2 misdemeanor, four months.

"3. For a class 3 misdemeanor, thirty days.

**" B.** The court may, pursuant to this section, direct that the person sentenced shall not be released on any basis until the sentence imposed by the court has been served."

Laws 2008, Ch. 301, § 119 , provides:

**" Sec. 119. Intent**

"By this act, the legislature intends to reorganize title 13, chapters 6 and 7, Arizona Revised Statutes , for the purpose of simplifying the criminal sentencing laws. This act is not intended to make any substantive changes to the criminal sentencing laws except for very limited adjustments to the sentence length for repetitive offenders to account for combining §§ 13-604 and 13-702.02, Arizona Revised Statutes , as repealed by this act."

Laws 2008, Ch. 301, § 120 , provides:

**" Sec. 120. Effective date**

"Except as provided by Laws 2003, chapter 255, § 8, as amended by this act, this act is effective from and after December 31, 2008."

Former § 13-707, added by Laws 1961, Ch. 108, § 4, defining sedition, was repealed by Laws 1977, Ch. 142, § 23, effective October 1, 1978.

**Bill Drafts (3)**

**1. 2008 AZ H.B. 2207 (NS)**

2008 Arizona House Bill No. 2207, Arizona Forty-Eighth Legislature - Second Regular Session (FULL TEXT - NETSCAN), July 07, 2008, VERSION: Adopted, Amended,

**2. 2008 AZ H.B. 2207 (NS)**

2008 Arizona House Bill No. 2207, Arizona Forty-Eighth Legislature - Second Regular Session (FULL TEXT - NETSCAN), June 23, 2008, VERSION: Engrossed, Amended,

**3. 2008 AZ H.B. 2207 (NS)**

2008 Arizona House Bill No. 2207, Arizona Forty-Eighth Legislature - Second Regular Session (FULL TEXT - NETSCAN), Jan. 14, 2008, VERSION: Introduced, Amended,  
Updating Legislation: **2008 Ariz. Legis. Serv. Ch. 301 (H.B. 2207) (WEST)**

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## Context and Analysis (5)

### Law Review And Journal Commentaries (1)

Adventures in risk: [Predicting violent and sexual recidivism in sentencing law](#). Melissa Hamilton, 47 *Ariz.St.L.J.* 1 (Spring 2015).

### ALR Library (1)

[16 American Law Reports 3rd 1373](#), Right to Trial by Jury in Criminal Prosecution for Driving While Intoxicated or Similar Offense.

### Treatises and Practice Aids (1)

[15 Employment Coordinator Workplace Safety § 4:107](#), Criminal Penalties.

### United States Supreme Court (2)

Sentencing guidelines, appellate review, non-guidelines sentence, abuse of discretion standard, see [Gall v. U.S.](#), [U.S.lowa2007](#), 128 S.Ct. 586, 552 U.S. 38, 169 L.Ed.2d 445.

Sentencing, violent felony repeat offenders, predicate offenses, civil rights restored exemption, misdemeanor battery convictions, see [Logan v. U.S.](#), 2007, 128 S.Ct. 475, 552 U.S. 23, 169 L.Ed.2d 432, habeas corpus dismissed 2015 WL 12857330, affirmed 644 Fed.Appx. 280, 2016 WL 1084260.

Arizona Revised Statutes Annotated

Title 13. Criminal Code (Refs & Annos)

Chapter 8. Restitution and Fines (Refs & Annos)

A.R.S. § 13-802

§ 13-802. Fines for misdemeanors

Currentness

**A.** A sentence to pay a fine for a class 1 misdemeanor shall be a sentence to pay an amount, fixed by the court, not more than two thousand five hundred dollars.

**B.** A sentence to pay a fine for a class 2 misdemeanor shall be a sentence to pay an amount, fixed by the court, not more than seven hundred fifty dollars.

**C.** A sentence to pay a fine for a class 3 misdemeanor shall be a sentence to pay an amount, fixed by the court, not more than five hundred dollars.

**D.** A sentence to pay a fine for a petty offense shall be a sentence to pay an amount, fixed by the court, of not more than three hundred dollars.

**E.** A judgment that the defendant shall pay a fine, with or without the alternative of imprisonment, shall constitute a lien in like manner as a judgment for money rendered in a civil action.

**F.** This section does not apply to an enterprise.

**Credits**

Added as § 13-1002 by Laws 1977, Ch. 142, § 59, eff. Oct. 1, 1978. Renumbered as § 13-802 and amended by Laws 1978, Ch. 201, §§ 110, 112, eff. Oct. 1, 1978. Amended by [Laws 1989, Ch. 87, § 2](#).

A. R. S. § 13-802, AZ ST § 13-802

Current through legislation effective March 25, 2022 of the Second Regular Session of the Fifty-Fifth Legislature (2022).



## Notes Of Decisions

### Construction and application

Mandatory assessments, incarceration costs, and surcharges imposed on defendant charged with extreme driving under the influence (DUI) were to be excluded when calculating whether defendant was charged with a misdemeanor punishable by a fine not exceeding \$2500, and thus municipal court had jurisdiction over defendant's case. [Rogers v. Cota \(App. Div.1 2009\) 223 Ariz. 44, 219 P.3d 254](#) , review denied. [Automobiles 350](#)

### Right to jury trial

Drag racing is not a jury-eligible offense; there is no common law antecedent for the statute prohibiting drag racing, offense is presumptively jury-ineligible, as it is a misdemeanor offense punishable by no more than six months incarceration, and there are insufficient severe, direct, uniformly applied, statutory consequences of violation of offense to overcome such presumption. [Derendal v. Griffith \(2005\) 209 Ariz. 416, 104 P.3d 147](#) . [Jury 22\(2\)](#)

### Traffic

Municipal court sentences of \$408 fine and suspension of driver's license for 90 days for two civil violations and \$40 fine for violating restriction on driver's license requiring defendant to wear glasses were within prescribed legal limits; municipal court had no obligation to sentence defendant to driver's education classes. [State v. Harrison \(App. Div.1 1990\) 164 Ariz. 316, 792 P.2d 779](#) , review denied, certiorari denied [111 S.Ct. 979, 498 U.S. 1093, 112 L.Ed.2d 1064](#) . [Automobiles 144.5](#) ; [Automobiles 359.1](#)

Versions (1)

[§ 13-802. Fines for misdemeanors](#) 

AZ ST § 13-802

Effective [See Text Amendments]

Enacted Legislation Amended by [Laws 1989, Ch. 87](#) , § 2

Editor's and Revisor's Notes (1)

HISTORICAL AND STATUTORY NOTES

The 1978 amendment substituted "one" for "ten" in subsec. A; "seven hundred fifty dollars" for "three hundred dollars" in subsec. B; "five" for "two" in subsec. C; "three" for "two" in subsec. D; and "an enterprise" for "a corporation" in subsec. F.

The 1989 amendment increased the fine for a class 1 misdemeanor.

Former § 13-802, added by Laws 1977, Ch. 142, § 49, eff. Oct. 1, 1978, was renumbered as § 13-902 by Laws 1978, Ch. 201, § 116.

Another former § 13-802, relating to abandonment of wife, was renumbered as § 13-3610 by Laws 1977, Ch. 142, § 99, eff. Oct. 1, 1978.

Context and Analysis (7)

Law Review And Journal Commentaries (1)

[Criminal code revision. 26 Ariz.St.L.J. 341 \(1994\).](#)

ALR Library (1)

[16 American Law Reports 3rd 1373](#), Right to Trial by Jury in Criminal Prosecution for Driving While Intoxicated or Similar Offense.

Treatises and Practice Aids (5)

[9A Arizona Practice § 33:11](#), Introduction to Tort Liability--Infringement on Intellectual Property Rights.

[9 Arizona Practice § 12:16](#), Protection of Trade Secrets.

[15 Employment Coordinator Workplace Safety § 4:107](#), Criminal Penalties.

[2 HRS Fair Employment Practices § 26:42](#), Tobacco Use.

[5 Rathkopf's The Law of Zoning and Planning § 91:20 \(4th ed.\)](#), Sanctions for Failure to Comply--Available Penalties and Remedies.

Validity

There are no Validity results for this citation.

Bill Drafts

There are no Bill Drafts for this citation.

Legislative History Materials

There are no Legislative History Materials for this citation.