



Contract Number: CTN-PW-15\*99  
Effective Date: 2-17-15  
Term Date: 2-17-40  
Cost: \_\_\_\_\_  
Revenue: \$2,500.00  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: 12-1-2039  
Term: 2-17-40  
Reviewed by: SL

## BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: February 17, 2015

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

*Catalina Radio Control Modelers, Inc. has applied for a license for the purpose of encroaching on the County's property to operate radio control model airplanes at Ina Road Wastewater Outlying Facilities.*

CONTRACT NUMBER (If applicable): CTN 15\*99

### **STAFF RECOMMENDATION(S):**

*The Waste Water Department recommends that the Pima County Board of Supervisors approve and the Chair execute the License.*

CORPORATE HEADQUARTERS: \_\_\_\_\_

8pgs (a)  
Vend. 1  
ver. 1

To TD: 1-30-15  
COB: 2-4-15  
BOS: 2-17-15

**CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_**

**ITEM NO. \_\_\_\_\_**

**PIMA COUNTY COST: \_\_\_\_\_ and/or REVENUE TO PIMA COUNTY:\$ \$2,500.00**

**FUNDING SOURCE(S):\_\_\_\_\_**

*(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)*

**Advertised Public Hearing:**

		<b>YES</b>	<b>X</b>	<b>NO</b>
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**Board of Supervisors District:**

1	<b>X</b>	2		3		4		5		All	
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**IMPACT:**

**IF APPROVED: Catalina Radio Control Modelers, Inc. will be authorized to fly radio control planes at Ina Road Wastewater Outlying Facilities.**

**IF DENIED: Catalina Radio Control Modelers, Inc. will not be authorized to fly radio control planes at Ina Road Wastewater Outlying Facilities.**

**DEPARTMENT NAME:** Real Property Services  John B. Paul

**CONTACT PERSON:** Debbie Knutson **TELEPHONE NO.:** 724-6854

For Recorder's Use Only

**PIMA COUNTY  
LICENSE**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Catalina Radio Control Modelers, Inc., an Arizona non-profit corporation, ("Licensee" or "Club"). The parties agree as follows:

1. Grant of Permission. In consideration of Licensee's annual payment of any applicable License fee and the promises contained herein, County hereby gives permission, revocable and terminable as provided herein, to Licensee to encroach on that portion of County's Property described as the Ina Road Wastewater Outlying Facilities, see attached Exhibit "A" (the "Site") for the purpose of operating radio control model airplanes (the "Permitted Use"). The Site is known as the Ted Gates Memorial R/C Field.
2. Access. Access to the Site shall be generally allowed to Club members and invited guests between dawn and dusk, seven days a week, 52 weeks per year, subject to restrictions below for Permitted Use only. Access shall be through the gate adjacent to the Outlying Facilities Office, unless the Ina Road Treatment Plant Superintendent specifies another entrance. Club may intertwine a padlock in the gate's security chain. Club shall allow only Club members and invited guests to enter through this gate and shall restrict such members and guests to the Site. Members of the public participating in or observing the activities of Club on the Site shall be considered invited guests of Club unless Club has reported unauthorized persons to the Marana Police Department or the Pima County Sheriff's Department. Access to the Site may be denied at any time, at the discretion of the Plant Superintendent. County shall endeavor to provide advance notice of such closure when reasonably possible.
3. Use of Site. Club shall keep the Site in a clean and orderly condition at all times and conduct the

model airplane operations strictly in accordance with the requirements of this License; specifically, care of the Site shall include litter removal by Club once per week and keeping the site weed-free. In the event the Club does not comply with the provisions of this Article, County may perform maintenance, make repairs and invoice the Club for the full cost of any such work. If such charges are not promptly paid by Club within 30 days of receipt of invoice, County reserves the right to immediately terminate this License. Club shall require that no traffic move on the Site in excess of ten miles per hour and shall make all reasonable attempts to mitigate dust. No motorcycles or "all-terrain vehicles" shall be used by any Club member or guest on the Site. Any lighting installed by Club shall comply with the Pima County Outdoor Lighting Code. No loud speakers shall be used which can be heard beyond the boundaries of the Site. Club shall allow no commercial use of the Site. Use of the Site by Club shall be limited to activities primarily involving the flying of model airplanes and shall not include any other social activities of the Club.

4. **Privilege Assignable.** Licensee's privileges hereunder are assignable only upon written approval of County.
5. **Hold Harmless.** All costs associated with the Licensee's use of the Site shall be the sole responsibility of Licensee. Licensee assumes responsibility and liability for any injury or damage to the above described Site or to any person while using the above described Site caused by or arising out of the exercise of this License. To the fullest extent allowed by law, Licensee indemnifies, defends, and holds harmless County, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part, to any act or omission of the Licensee, its agents, employees, or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this License. Licensee's responsibilities shall not extend to the negligence of County, its officers, departments, employees and agents. This indemnity shall survive the termination of the License.
6. **Insurance.** The Licensee shall obtain a \$2,000,000.00 Commercial General Liability insurance policy naming Pima County as Additional Insured to cover Licensee's activities within the Site. County reserves the right to require additional insurance at County's sole discretion. The policy shall be maintained throughout the term of this License by the Licensee or the Licensee's assignees. This License shall terminate if insurance lapses. A certificate of insurance shall be supplied to the County with the stipulation that the Insurance Company shall notify the County in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty (30) days prior to cancellation and Licensee shall remove any improvements it has installed on the Site at its expense within thirty (30) days of notification.
7. **Annual Fee.** Pursuant to Pima County Board of Supervisors Policy Number F54.3, Licensee shall pay an annual fee to County in the amount of \$100.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License.
8. **Term.** This License shall run for a period of 25 (twenty five) years from the date this License is executed by Pima County Board of Supervisors. Notwithstanding any other condition, this License may be terminated by either party upon ninety days' written notice to the other. County may immediately terminate this License in the event of any breach by Licensee of the terms of this License. County may terminate or revoke by recording a termination or revocation statement executed by the Manager of Real Property Services of the Public Works Administration. When

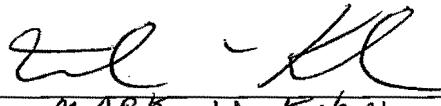
this License lapses, terminates or is revoked, Licensee shall remove any of its property from the Site and cease using the Site immediately. Licensee shall restore the Site to the pre-License condition or as may be mutually agreed upon. The indemnification set forth in Paragraph 5 above shall survive the termination or revocation of this License.

9. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the Site by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall have no right of entry upon the Site.
10. Construction of New Facilities. No improvements or structures may be placed or constructed on the Site by Club without the prior written permission of the Director of Pima County Wastewater Management. Plans for such improvements and construction shall be approved by County prior to construction. All improvements made by Club shall become the property of County, which may abandon any of the improvements to Club at County's convenience. In the event of any construction hereunder, Club agrees that Club shall pay all liens of contractors, subcontractors, mechanics, laborers, material and other items of like character, and shall indemnify County against legal costs and charges including legal counsel fees reasonably incurred in the defense of any suit in discharging the Site or any part thereof from any liens, judgments or encumbrances caused or suffered by Club. Club herein is not the agent of the County for any purpose whatsoever and shall not have any authority to create any liens for labor and material against the County's interest in the Site and shall notify all suppliers, contractors and laborers that they must look to Club to secure payment of any bill for work done or material furnished during the term of this License. Prior to any construction, demolition, alteration or improvement on or off the Site, Club shall secure from all suppliers, contractors, and laborers a waiver of any lien as to the Site, said waiver not to include any improvements, building or structure placed on the premises by Club.
11. Removal of Improvements. Upon termination or revocation of this License for any reason or in the event partial or total removal of Licensee's improvements (if any) is required by County, Licensee shall promptly remove all or part of the improvements as required by County at Licensee's sole expense and to the satisfaction of the County. Licensee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the improvements from County. In the event the improvements are not promptly removed by Licensee as directed by County, County shall have the right to remove the improvements and Licensee hereby agrees to reimburse the total amount of County's costs incurred for the partial or complete removal of the improvements within sixty (60) days of receipt of an invoice from County for said costs. County shall be entitled to County's reasonable attorney's fees and interest at the rate established by A.R.S. § 44-1201(A), occurring from the date the costs are incurred.
12. Compliance with regulations. The Licensee shall abide by all applicable local, state and federal ordinances, statutes, and regulations. Exhibit "B" identifies the "no fly zone" located between the Site, Wastewater Treatment Facility and the Sport Park. The Club shall strictly enforce this "no fly zone." Violations may result in termination of this agreement. All persons using this Site to fly model airplanes shall be members of the Academy of Model Aeronautics (A.M.A.). The Club shall enforce all safety regulations of the A.M.A., the Club, and those deemed appropriate by the County. All safety regulations shall be posted at the Site by the Club.
13. Conflict of Interest. This agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interest.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date signed by the Pima County Board of Supervisors.

Catalina Radio Control Modelers, Inc.

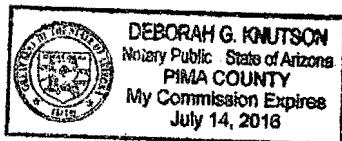
By:

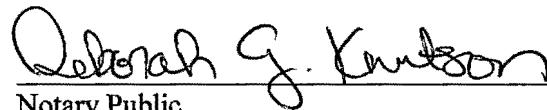
  
MARK W. Kuhn

Title: President

State of Arizona )  
 ) ss  
County of Pima )

This instrument was acknowledged before me this 27<sup>th</sup> day of JANUARY,  
2015, by MARK KUHN, as PRESIDENT of Catalina Radio Control  
Modelers, Inc.



  
Deborah G. Knutson  
Notary Public

My Commission Expires:

7-14-16

PIMA COUNTY, ARIZONA

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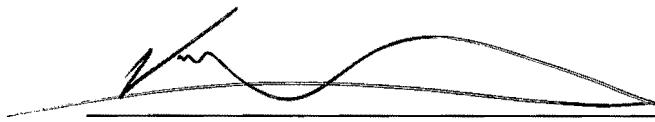
Chair, Pima County Board of Supervisors

ATTEST:

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Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:



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Tobin Rosen, Deputy County Attorney

# EXHIBIT A



## PIMA COUNTY SURVEY SECTION

October 5, 1994

### LEGAL DESCRIPTION

#### MODEL AIRPLANE CLUB SITE - INA ROAD WASTEWATER TREATMENT FACILITY

A portion of Government Lot 9, Section 1, Township 13 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at a point on the east line of said Government Lot 9 from which the east quarter corner of said Section 1 bears North 01°32'14" East, 595.89 feet distant;

THENCE North 88°27'48" West, 758.80 feet;

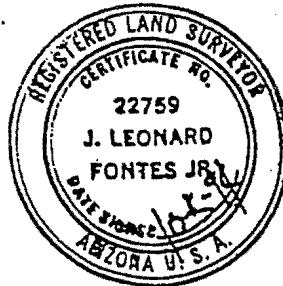
THENCE South 01°34'40" West, 200.00 feet;

THENCE South 58°49'18" East, 258.20 feet;

THENCE South 88°14'17" East, 534.30 feet to the east line of said Government Lot 9;

THENCE North 01°34'40" East along said east line of Government Lot 9, 329.80 feet to the POINT OF BEGINNING.

A handwritten signature in black ink, appearing to read "J. Leonard Fontes Jr." followed by initials "JLF". Below the signature, the text "J. Leonard Fontes Jr., BLS" is printed.

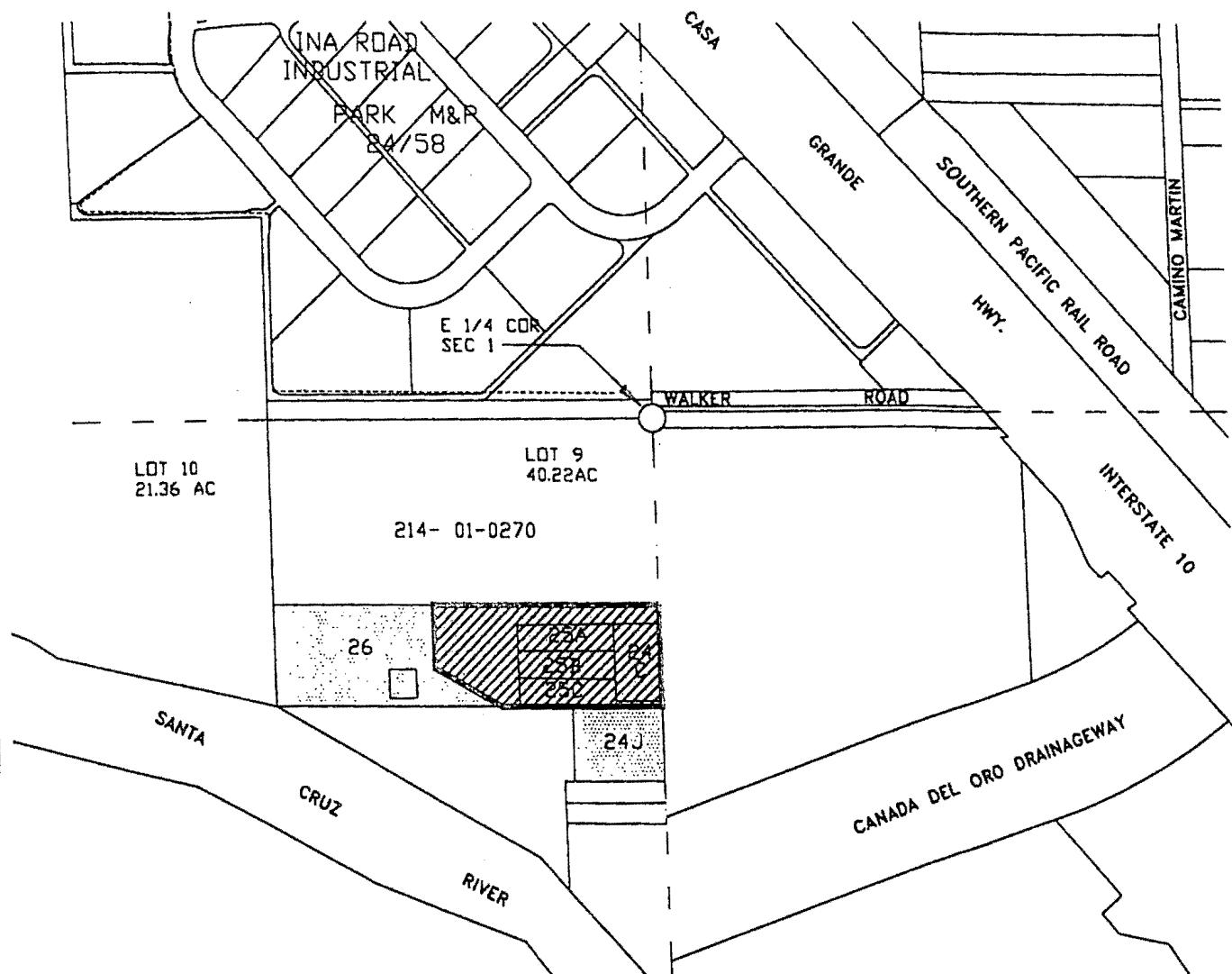
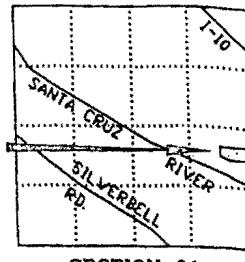


SECTION 01

EXHIBIT A DEPICTED

TOWNSHIP 13 SOUTH  
RANGE 12 EAST

SUBJECT  
AREA



MODEL AIRPLANE CLUB SITE - INA ROAD WASTEWATER TREATMENT FACILITY



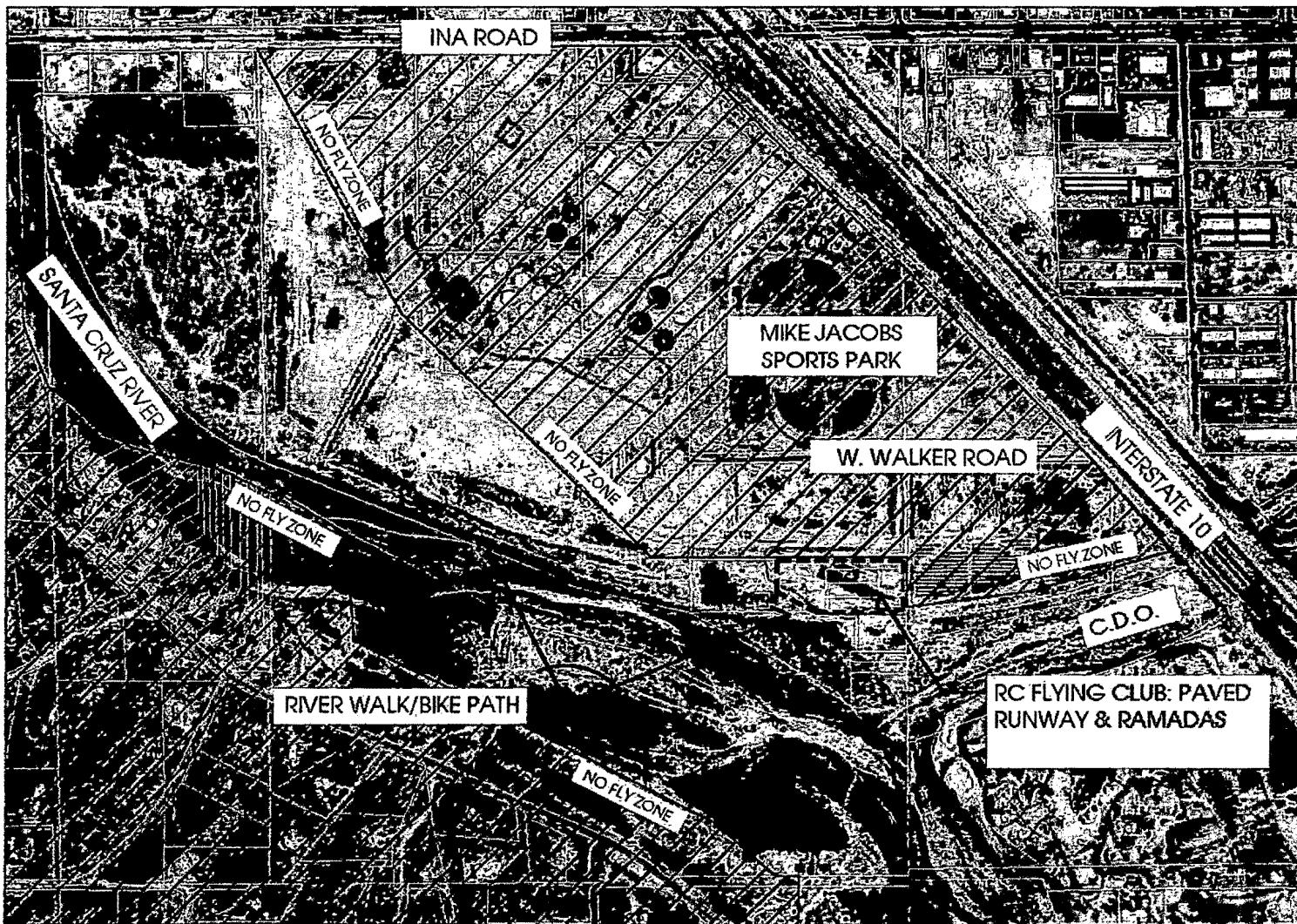
PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
TECHNICAL SERVICES DIVISION

DRAWING NOT TO SCALE

DRAWN BY: S. HARVEY

DATE: 2/22/00

**Exhibit "B"**



**LEGEND**

----- RC CLUB PARCEL

 "NO FLY" ZONE

