



Ginger
Attorney General
STATE CAPITOL
Phoenix, Arizona 85007

Robert H. Corbin

May 18, 1981

LAW LIBRARY
ARIZONA ATTORNEY GENERAL

Mr. Russell H. Burdick, Jr.
Deputy County Attorney
Office of Apache County Attorney
P.O. Box 637
St. Johns, Arizona 85936

Re: I81-070(R81-064)

Dear Mr. Burdick:

Pursuant to A.R.S. § 15-253.B, we decline to review your opinion dated April 16, 1981 to the Assistant Superintendent of Chinle Public Schools concerning the authority of a school board to rent property of the school district.

Sincerely,

Bob Corbin

BOB CORBIN
Attorney General

BC:clp

STEPHEN G. UDALL
COUNTY ATTORNEY

OFFICE OF
APACHE COUNTY ATTORNEY

P. O. BOX 827
ST. JOHNS, ARIZONA 85936

TELEPHONE (602) 237-4384
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WESSELL H. BURDICK, JR.
CHIEF DEPUTY

April 16, 1981

4-21-81/jc
LOWE

R81-064

Mr. Walt Zahrt
Assistant Superintendent
Chinle Public Schools
P. O. Box 587
Chinle, AZ 86503

EDUCATION OPINION

ISSUE NO LATER THAN

6-20-81

Re: Rental of District Trailor Spaces to Bashes
Supermarket

Dear Mr. Zahrt:

You have requested an opinion as to whether or not the school district may rent trailor spaces to Bashes Supermarket for housing for their employees. You stated that the arrangements are temporary and that the district may have the spaces back on two weeks notice if the spaces are needed. You also stated that the rental cost was reasonable. I am assuming that this means the rental cost of \$150.00 per space is the fair market value under the situation as you described it.

The arrangements you have described avoid the problem of an unconstitutional gift of public funds. See Prescott Community Hospital Commission v. Prescott School District No. 1, 57 Ariz. 492, 115 P.2d 160 (1941). The arrangement you described also appears to avoid any interference with the ungoing conduct of the school.

But does the school district have the specific statutory authority to rent its property to Bashes Supermarket. A.R.S. § 15-451 provides for the lease of school property for civic and educational purposes. However, that statute cannot be construed to cover Bashes Supermarket.

It is our opinion, that, even though the language is somewhat ambiguous, A.R.S. § 15-442(A) (10) provides specific authority for the type of agreement you described. The statute states: The Board of Trustees shall rent, furnish, repair and insure the school property of the district."

R81- 064

April 16, 1981
Mr. Walt Zahrt
page 2

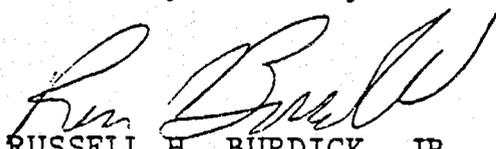
Because there is specific authority to allow the school district to rent its property to Bashas Supermarket and because your agreement appears to violate no other constitutional or statutory provisions, it is our opinion that the district may rent district trailer spaces to Bashas Supermarket as outlined in your request for an opinion.

This opinion is being forwarded to the Attorney General for his review.

Sincerely,

STEPHEN G. UDALL
Apache County Attorney

BY:


RUSSELL H. BURDICK, JR.
Deputy County Attorney

RHB:mp

cc: Attorney General ✓
Russell W. Harrach, Chinle Schools Superintendent