



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: June 7, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): James A. Wilbur and Deborah L. Wilbur, husband and wife

Project Title/Description:

Sale of tax parcel 136-25-1700 (the "Property")

Purpose:

The Board approved the sale of the Property on March 1, 2016. The Property is a single family residence located at 6608 East David Drive and contains 1,047 square feet. The Property was conveyed to Pima County according to the terms of the Marilyn Louise Rasmussen Revocable Trust for the benefit of the Pima Animal Care Center. The Property is being sold pursuant to A.R.S. 11-251(9).

James A. Wilbur and Deborah L. Wilbur, husband and wife, were the high bidders at the public auction held on May 11, 2016. The appraised value of the property is \$107,000.00. The purchase price is \$97,300.00, which is 90% of the appraised value (\$96,300.00) plus a \$1,000.00 administrative fee. The County will pay a 3% commission to the Buyer's broker.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

Program Goals/Predicted Outcomes:

Pima Animal Care Center will receive revenue from the sale and Pima County will no longer have liability and maintenance responsibility for the Property.

Public Benefit:

Pima Animal Care Center will receive the proceeds from the sale of the Property, as intended by terms of the Marilyn Louise Rasmussen Revocable Trust.

Metrics Available to Measure Performance:

The sale price is 90% of the appraised value as determined by Weissenborn Appraisal, LLC.

Retroactive:

N/A

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(4)

To: COB- 6-2-16- (2)

Ver. - 1

Pgs- 9

Addendum

Procure Dept 06/02/16 PM 10:38

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 16*0171
Effective Date: 6/7/2016 Termination Date: 7/07/2016 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ \$97,300.00
Funding Source(s): Fund 4018, Unit 0316-FM

Cost to Pima County General Fund: N/A

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Rita Leon

Department: Real Property Services

Telephone: 724-6462

Department Director Signature/Date: [Signature] 5-24-16

Deputy County Administrator Signature/Date: [Signature] 5/31/16

County Administrator Signature/Date: [Signature] 5/31/16

(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICESPROJECT: Sale of Surplus Property</p> <p>SELLER: Pima County, a political subdivision BUYER: JAMES A. & DEBORAH L. WILBUR</p> <p>AMOUNT: \$ \$97,300.00</p> <p>REVENUE CONTRACT</p>	<table border="1"> <tr> <td data-bbox="885 322 1401 378" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="885 378 1401 433">NO. <u>CTN-PW-16-171</u></td> </tr> <tr> <td data-bbox="885 433 1401 488">AMENDMENT NO. _____</td> </tr> <tr> <td data-bbox="885 488 1401 598">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table>	CONTRACT	NO. <u>CTN-PW-16-171</u>	AMENDMENT NO. _____	This number must appear on all invoices, correspondence and documents pertaining to this contract.
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AMENDMENT NO. _____					
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SALES AGREEMENT

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, ("County"), and James A. Wilbur and Deborah L. Wilbur, husband and wife, ("Buyer").

1. **PROPERTY AND ACQUISITION AMOUNT.** County owns the property described on Exhibit A and depicted on Exhibit A-1 attached hereto (the "Property"). Buyer is the highest bidder at a public auction of the Property that was advertised and held pursuant to A.R.S. section 11-256. Buyer agrees to acquire from County, and County agrees to convey to Buyer, subject to the terms and conditions set forth herein, fee title to the Property, for the sum of \$96,300.00, plus an administrative fee of one thousand dollars (\$1,000.00), for a total purchase price of \$97,300.00 (the "Acquisition Amount"), payable as follows:

1.1 \$3,000.00, in cashier's check made out to the Escrow Agent, as an earnest money deposit which Buyer will deposit in escrow on the day this Agreement is executed by County (the "Opening Date"). Escrow Agent is hereby instructed to deposit all such payments in a federally-insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Tucson, Arizona. If the escrow closes, all earnest money deposits in escrow shall be credited against the Acquisition Amount, and any interest earned on the earnest money deposits shall be paid to Buyer. If the escrow fails to close because of a default by County, then the earnest money and all interest earned thereon shall be returned to Buyer. If the escrow fails to close because of a default by Buyer, then the earnest money and all interest earned thereon shall be paid to County.

1.2 The remainder of the Acquisition Amount will be paid to the County in cash at closing.

2. **WARRANTY DEED.** County shall deposit into escrow a special warranty deed

conveying to Buyer title to the Property, free and clear of all monetary liens and encumbrances (except property taxes not yet due and payable) but subject to all matters of record and matters that an inspection of the property would reveal.

3. **"AS-IS" SALE.** Buyer accepts the Property and the improvements thereon, in an "as-is" condition, with no warranty from County of any kind whatsoever, express or implied, as to the condition thereof. County shall not be responsible for any damage to the improvements prior to close of escrow.

4. **ESCROW AGENT.** Stewart Title, located at 3939 East Broadway, Tucson, Arizona is hereby appointed as the "Escrow Agent" for this transaction. Cydnee Bradford is the escrow agent assigned to this transaction.

5. **POSSESSION AND CLOSING.** Possession of the Property shall be given to the Buyer on the date of closing. Closing shall be on before the date that is thirty (30) days after the date this Agreement is approved by the Board of Supervisors, unless extended by agreement of the parties.

6. **No LEASES.** County warrants that there are no written leases on all or any portion of the property

7. **BROKER'S COMMISSION.** In the event Buyer has employed a broker/agent in conjunction with its purchase of the Property, County will pay the Buyer's broker a commission of three percent (3%) of the purchase price from the proceeds of the sale.

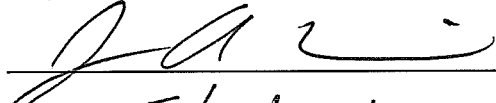
8. **Closing Costs, Title Insurance, and Prorations.** Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by County. If Buyer wishes to obtain an owner's policy of title insurance, Buyer may do so at its own expense. The date of closing shall be used for proration of property taxes and similar costs.

9. **No Sale.** County shall not sell or encumber the Property before closing.


10. **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.

11. **Entire Agreement.** This document constitutes the entire Agreement between the parties and no modification or amendment to this Agreement is binding unless in writing and signed by both parties.

Buyer: James A. Wilbur


Date: 5/11/2016

Deborah L. Wilbur


Date: 5-11-2016

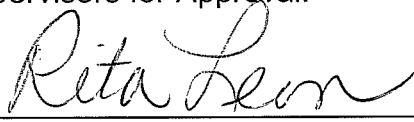
Seller:

Chair, Pima County Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Recommended to the Board of
Supervisors for Approval:

By 
Rita Leon, Acquisition agent

By 
Neil Konigsberg
Manager, Real Property Services

By 
John Bernal, Deputy County Administrator - Public Works

Approved as to form:

 5/16/16
Tobin Rosen, Deputy County Attorney

Tax Code:_____

Masters/Acquisitions/Sales Agreement – Rev. 8/10

EXHIBIT 'A'

Lot 170 of VISTA DEL PRADO, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 17 of Maps and Plats at page 35

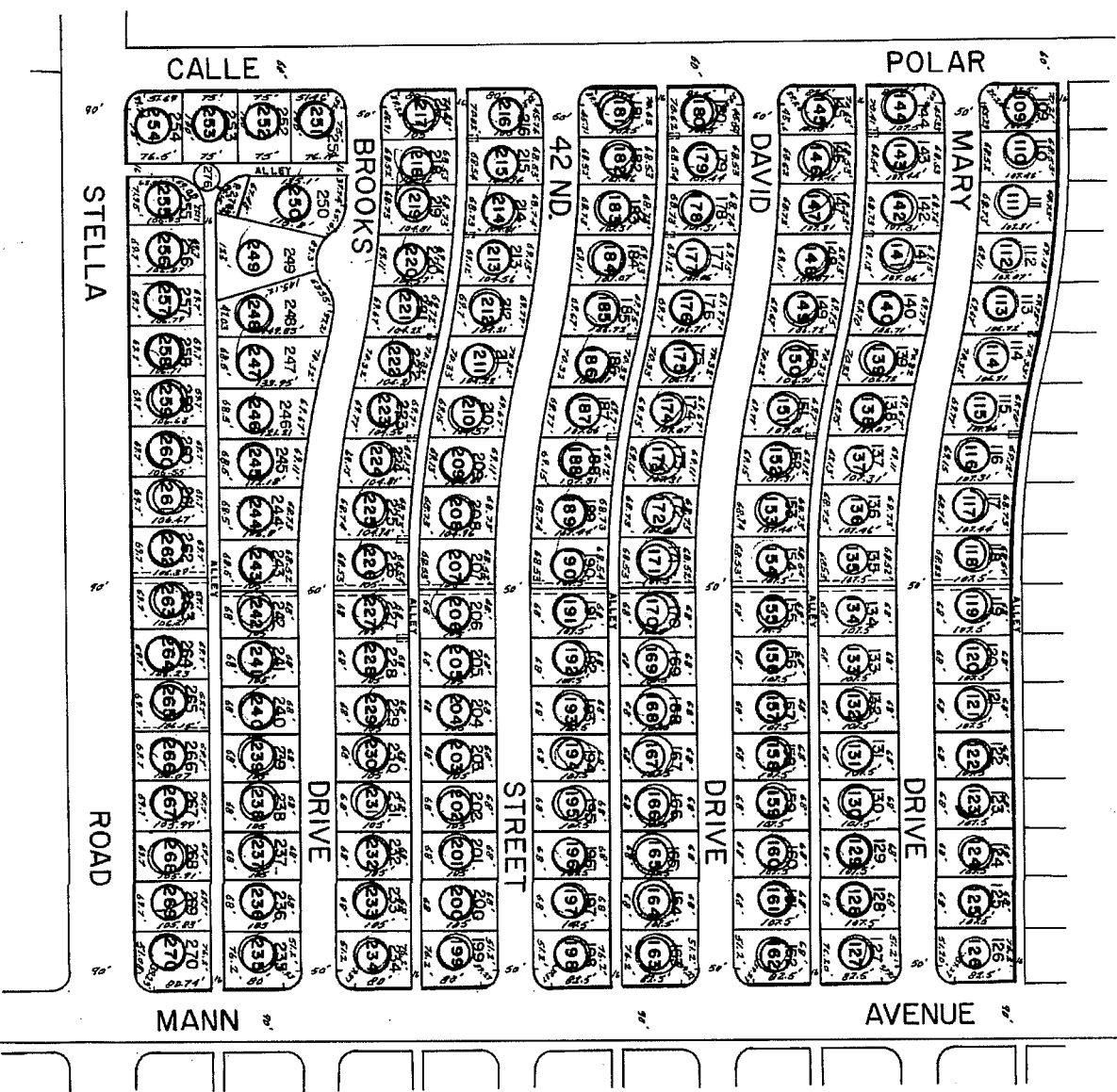
ASSESSOR'S RECORD MAP

136-25

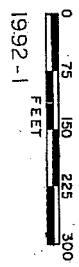
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VISTA DEL PRADO
DETAIL No. 2

EXHIBIT "A-1"



INDICATES 15'
UTILITY EASEMENT
7.5' EACH SIDE OF
PROPERTY LINE
INDICATES 5'x15'
ANCHOR EASEMENT
2.5' EACH SIDE OF
PROPERTY LINE
INDICATES 6' WATER
LINE EASEMENT



SEE BOOK 17 PAGE 36 M&P
SEE BOOK 13 PAGE 36 R.S.

WHEN RECORDED RETURN TO:
PIMA COUNTY REAL PROPERTY SERVICES
201 N. STONE, 6TH FLOOR
TUCSON, AZ 85701

DOCUMENT TITLE: Warranty Deed

WARRANTY DEED

For valuable consideration, Pima County, a political subdivision of the State of Arizona ("Grantors"), does hereby convey James A. Wilbur and Deborah L. Wilbur, Husband and Wife, the following described property situate in Pima County, Arizona:

SEE ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION

SUBJECT TO all matters of record.

And I or we do warrant the title against all persons whomsoever, subject only to matters above set forth.

Dated this _____ day of _____, 2016

ATTEST

Grantor: Pima County, a political Subdivision

Clerk of the Board

Chair, Pima County Board of Supervisors

State of Arizona)

) ss

County of Pima)

This instrument was acknowledged before me this ____ day of _____, 2016, by the Chair of the Pima County Board of Supervisors.

Notary Public

My Commission Expires:

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way [] Parcel [x]
Agent: RL	File #:	Activity #:4018	P [] De [] Do [] E []

EXHIBIT 'A'

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