



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: June 12, 2018

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Mark Wright and Mary Lou Wright, husband and wife

***Project Title/Description:**

Sale of Surplus Property Tax Parcel 111-04-097D (the "Property"); RPS File No.: Sale-0051

***Purpose:**

The Board approved the sale of the Property on February 6, 2018. The property is vacant land located on the Northwest corner of Alvernon Way and Farr Place, and contains 13,343 square feet. The property was originally acquired by the Pima County Department of Transportation for the Alvernon Way - Ft. Lowell to River Rd. Improvement Project. The property is now surplus and is being sold pursuant to A.R.S. 11-251(9). Mark Wright and Mary Lou Wright were the high bidder at the public auction held April 24, 2018.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County will receive revenue and will no longer have liability and maintenance responsibility for the Property.

***Public Benefit:**

Receipt of the purchase price for surplus property

***Metrics Available to Measure Performance:**

The appraised value of the property is \$77,400.00, as determined by an independent fee appraisal by Paul Hendricks, MAI. The purchase price is \$76,000.00, which includes a \$1,000.00 administration fee.

***Retroactive:**

N/A

To: CoB 5-21-18
Ver. - 1
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(2)

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 18*0168

Effective Date: 6/12/2018 Termination Date: 9/11/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ \$76,000.00

*Funding Source(s) required: Transportation Ops Fund

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Rita Leon

Department: Real Property Services

Telephone: 724-6462

Department Director Signature/Date: _____

5/15/2018

Deputy County Administrator Signature/Date: _____

5/16/18

County Administrator Signature/Date: _____

5/17/18

(Required for Board Agenda/Addendum Items)

| | |
|--|--|
| PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES PROJECT: Sale of Surplus Real Property SELLER: Pima County, a political subdivision AMOUNT: \$ \$76,000.00 REVENUE CONTRACT | CONTRACT |
| | NO. <u>CTN-PW-18-168</u> AMENDMENT NO. _____ This number must appear on all invoices, correspondence and documents pertaining to this contract. |

SALES AGREEMENT

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, (the "County"), and Mark Wright and Mary Lou Wright, husband and wife , (the "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 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 \$75,000.00, plus an administrative fee of One Thousand Dollars (\$1,000.00), for a total purchase price of \$76,000.00 (the "Acquisition Amount"), payable as follows:

1.1 \$7,000.00, 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 the 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.** The County shall deposit into escrow a 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, 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 property prior to close of escrow.

4. **ESCROW AGENT.** Fidelity National Title, located at 1745 E. River Rd., Suite 145, is hereby appointed as the "Escrow Agent" for this transaction. Maria Oros 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.** No broker will be paid.

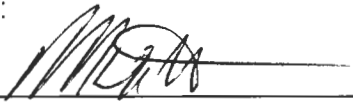
8. **Closing Costs, Title Insurance, and Prorations.** Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by County. If Buyer wishes to obtain an owner's policy of title insurance, Buyer may do so at its own expense. The date of closing 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 signed document shall constitute the entire Agreement between the parties and no modification or amendment to this Agreement shall be binding unless in writing and signed by both parties.

Buyer:



Mark Wright

Date: _____



Mary Lou Wright

Date: _____

Approved by Pima County.

Richard Elias Chairman, Pima County Board of Supervisors

Attest:

Julie Castaneda, Clerk of the Board of Supervisors

Recommended to the Board of Supervisors for Approval:

By Ana Olivares
Ana Olivares, P.E., Director
Pima County Department of Transportation

By Rita Leon
Rita Leon, Acquisition Agent

By Neil Konigsberg
Neil Konigsberg
Manager, Real Property Services

Approved as to form:

Kell Olson
Kell Olson, Deputy County Attorney

By Carmine DeBonis 5/16/18
Carmine DeBonis, Deputy County Administrator - Public Works

Tax Code: 111-04-097D

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

Exhibit "A"

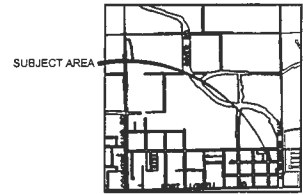
A portion of the West half of Lot 4, Block 8, LOHRUM SUBDIVISION, according to Book 3 of Maps and Plats, Page 54, records of Pima County, Arizona, located within the Southeast quarter of Section 28, Township 13 South, Range 14 East of the Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

All that portion of said West half of Lot 4, defined as Parcel 30 in Docket 8938, Page 1060, records of Pima County, Arizona, lying West of the West right of way line of Alvernon Way as defined on Pima County Road Establishment Proceeding No. 3003 as recorded in Book 26 of Road Maps, Page 4, records of Pima County, Arizona.

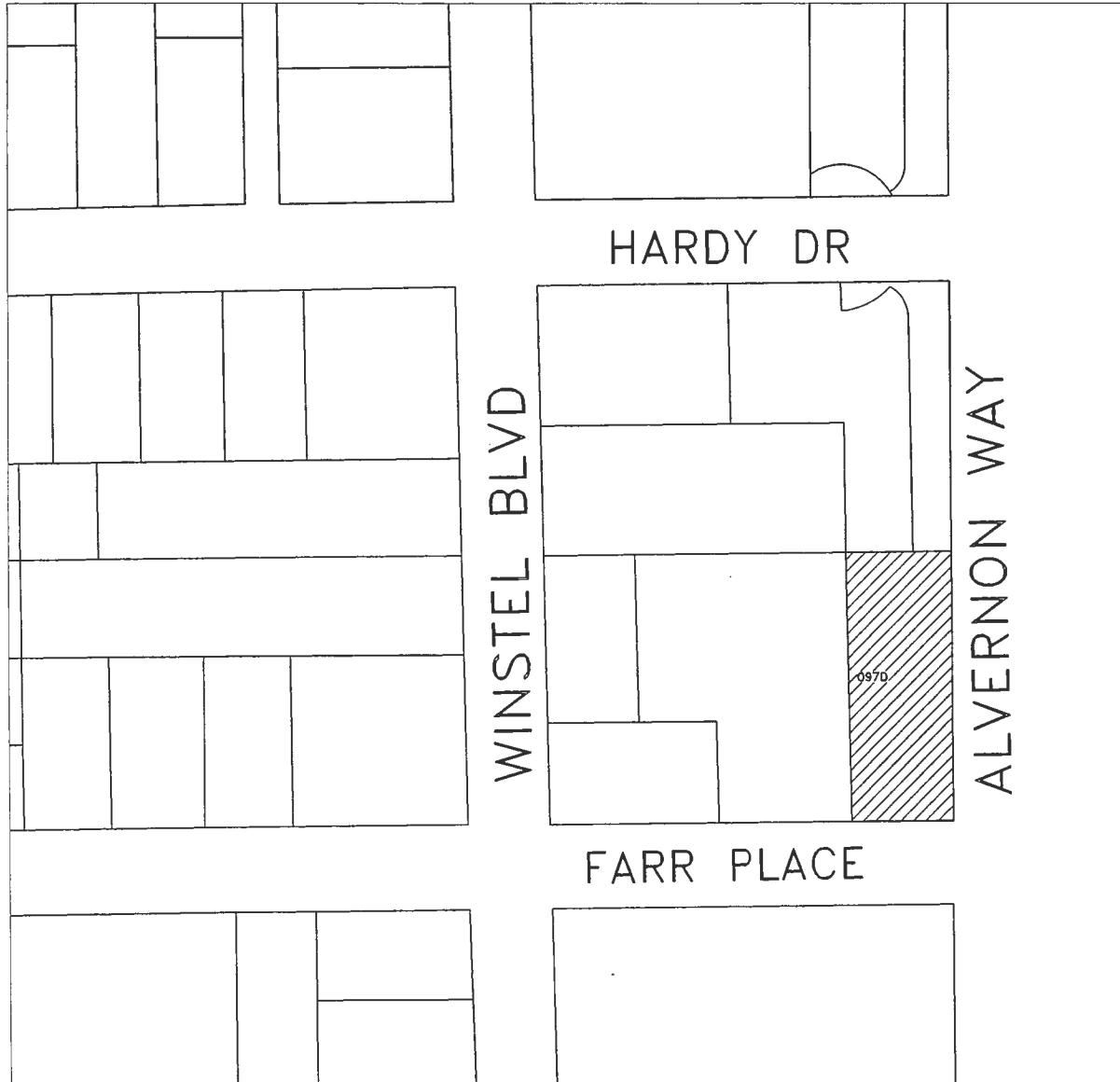
APN: 111-04-097D

EXHIBIT "A-1"

SECTION 28
TOWNSHIP 13 SOUTH
RANGE 14 EAST



SECTION 28
G&SRM
PIMA COUNTY, ARIZONA



PARCEL 111-04-097D



18017

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: SBUTLER

DATE: APRIL 2018