



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 04/16/2024

or Procurement Director Award:

\* = Mandatory, information must be provided

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

Arizona Department of Environmental Quality

**\*Project Title/Description:**

Pima County License (Lic-0372) Monitoring Wells

**\*Purpose:**

This 5 year Right-of-Way ("ROW") License grants Arizona Department of Environmental Quality to access, drill, install, and operate monitor wells on Pima County right-of-way located along South Kinney Road, for the purpose of investigating and remediating soil and ground water contaminates. Pima County Department of Transportation has approved the monitoring wells License. (Lic-0372)

Arizona Department of Environmental Quality Requests a Waiver of the \$2,900.00 application fee. BOS Ordinance 2004-19 gives Pima County the right, at the discretion of the Board, to waive fees where there is a specific benefit to public health, safety and welfare. Pima County Department of Transportation has agreed to the Waiver Request and signed off on the memo attached to this transmittal.

**\*Procurement Method:**

Exempt per Pima County Code Section 11.04.020

**\*Program Goals/Predicted Outcomes:**

To allow Arizona Department of Environmental Quality to remediate suspected soil and ground water contamination of Volatile Organic Compounds (VOCs) along South Kinney Road, Tucson, Arizona.

**\*Public Benefit:**

Public to benefit from a removal of soil and groundwater contamination in the vicinity.

**\*Metrics Available to Measure Performance:**

\$175.00 per year for the the term of the License.

**\*Retroactive:**

No.

Attached; Location Map, Fee Waiver Memo

TO: COB 4-1-24(2)  
VERS: 1  
PGS: 9

APR01'24AM0833PDT

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 24\*0159
Commencement Date: 4/16/2024 Termination Date: 4/15/2029 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 875.00

\*Funding Source(s) required:

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

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

If Yes, 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 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense 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):

Commencement 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: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

Department Director Signature:

Date:

Deputy County Administrator Signature:

Date:

County Administrator Signature:

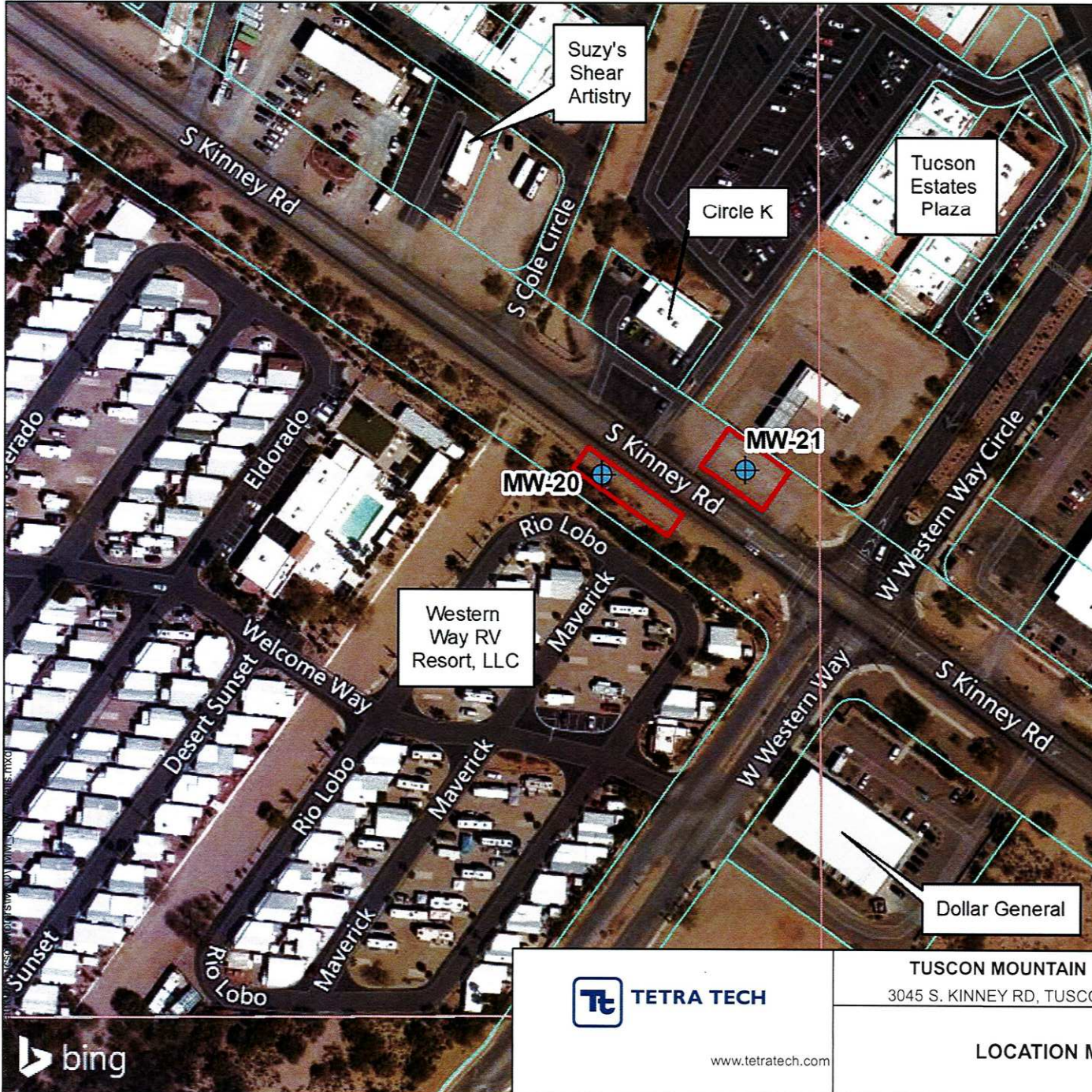
Date:

Handwritten signatures and dates: 3/29/2024, 3/29/2024, 3/29/2024







# LOCATION MAP

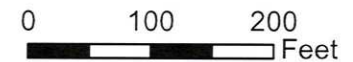
Document Path: D:\TucsonMotors\MXD\TMM\_New\_Wells.mxd



## Legend

-  Proposed Well Location
-  Approximate Work Area
-  Pima County Parcel Boundary
-  BLM AZ PLSS Second Division

PLSS Location:  
 SW ¼ of the NW ¼ of Section 26  
 Township 14, Range 12 East  
 Gila-Salt River Principal Meridian



www.tetrattech.com

**TUSCON MOUNTAIN MOTORS**  
 3045 S. KINNEY RD, TUSCON, ARIZONA

## LOCATION MAP

Project No: 117-1303179

Date: 5/25/2023

Designed By: AAM

Item  
**2B**





**DATE:** March 20, 2024



Lauren Ortega, P.E.  
Deputy Director, Transportation  
*on behalf of*

**TO:** Jeff Teplitsky  
Director, Real Property Services

**FROM:** Kathryn Skinner, P.E.  
Director, Transportation

**SUBJECT: Request for Administrative Filing Fee Waiver**

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Tucson Mountain Motors, located at 3045 S. Kinney Road, Tucson ("Property") - Facility ID: 0-009539, has been determined to have an actively leaking underground storage tank (LUST#5193). The Arizona Department of Environmental Quality (ADEQ) has been working with the owner of the Property and with TetraTech, a soil testing contractor, to determine the extent of the leak and the effect on the soil on the Property and adjacent properties. TetraTech has determined that the contents of the leaking storage tank have migrated off the Property in a southeast direction and currently ADEQ is attempting to adequately delineate the extent of the groundwater contamination. Groundwater test results from September 2023 obtained from monitoring well MW-19 indicated elevated levels of contamination and because of that finding, ADEQ is proposing to place two more monitoring wells southeast of the Property (MW-20 and MW-21) in the S. Kinney Road right-of-way.

On April 16, 2024, the Board of Supervisors will review and determine whether to approve the encroachment into right-of-way for these monitoring wells. Pima County Department of Transportation (PCDOT) typically charges a fee to encroach into the public right of way; however, Ordinance No.2004-19, Section 5, Collection, states that at the discretion of the Board this fee may be waived in cases where there is a benefit to public health, safety, and welfare. The proposed monitoring wells will allow ADEQ to protect the public from contaminated groundwater.

PCDOT respectfully requests that Real Property Services include this request for waiver of the \$2,900 non-refundable administrative filing fee for ADEQ license for the two monitoring wells to be located within the right-of-way of S. Kinney Road.

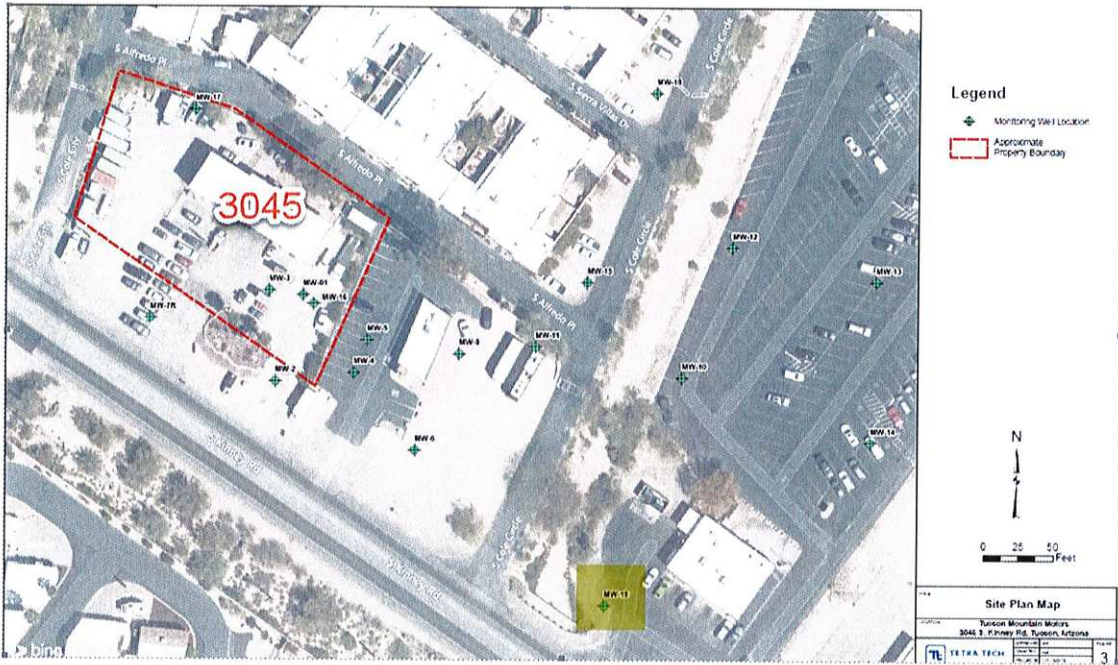
Site plans of the new wells are shown on the following pages.

Consideration of the \$2,900 administrative filing fee waiver for the Arizona Department of Environmental Quality license is greatly appreciated. Please let us know if you require additional information.

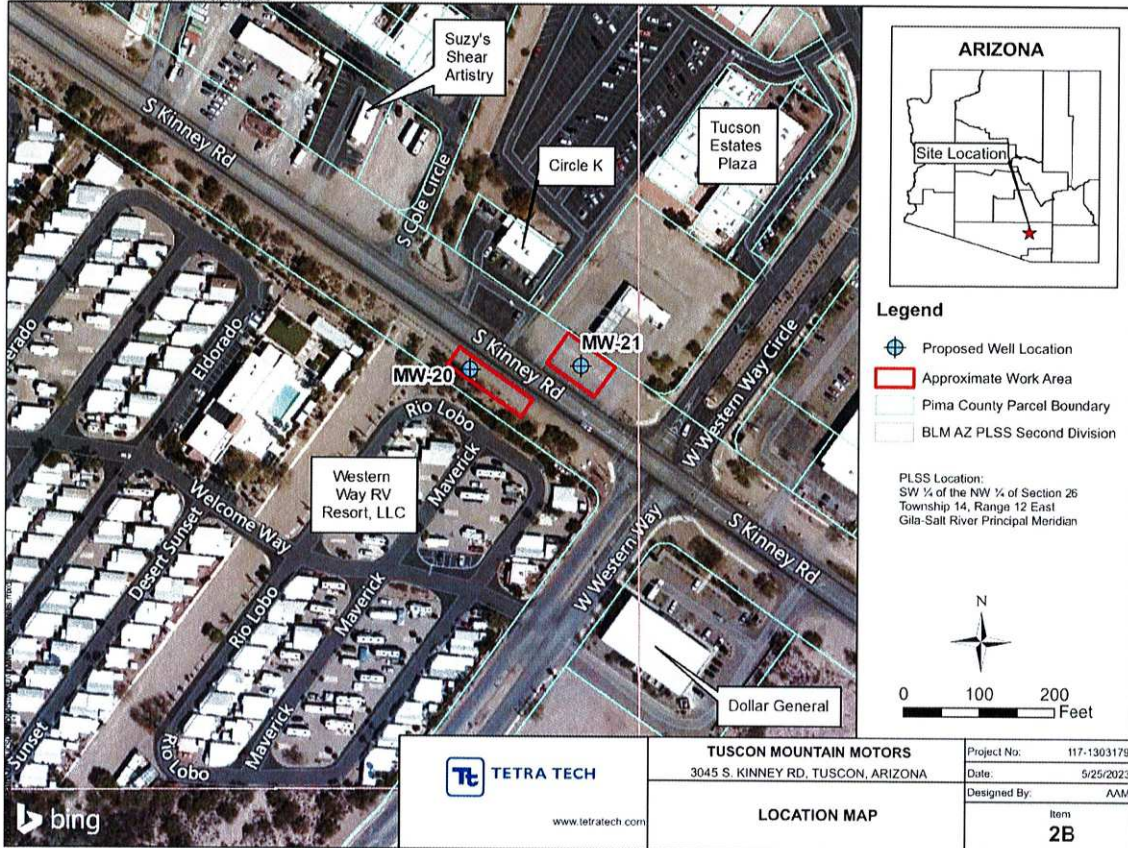
c: Carmine DeBonis, Jr., Deputy County Administrator  
Robin Freiman, Property Rights Manager, Department of Transportation  
Aaron Mergenthal, Real Property Acquisition Agent II, Real Property Services



### Monitoring Well - 19



### Proposed Monitoring Wells – 20 & 21



For Recorder's Use Only

ADV Contract Number: CTN-RPS-24\*0159

**PIMA COUNTY  
LICENSE (Lic-0372)  
MONITORING WELLS**

THIS AGREEMENT between Pima County, a political subdivision of the State of Arizona, ("Licensor"), and Arizona Department of Environmental Quality ("Licensee"). The parties agree as follows:

1. Grant Permission. For good and valuable consideration, in furtherance of the identification and cleanup of soil and groundwater contamination in the vicinity of the properties described herein, and the promises contained herein, Licensor hereby gives permission, revocable and terminable as provided herein, to Licensee to enter on Licensor's property described and depicted on the attached Exhibit "A":

For access, drilling, installing, and operation of a monitor well in connection with an investigation of suspected soil and ground water contamination of volatile organic compounds (VOCs) located along South Kinney Road Tucson, Arizona, per the attached depictions.

2. Annual Fee. In furtherance of the identification and cleanup of soil and ground water contamination, the annual fee is \$175.00 to be paid by Licensee upon execution of this License by Licensor and on the anniversary date thereafter.
3. Term. This License shall run for a period of 5 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, or revoked by Licensor, upon ninety days' written notice to the other. Licensor may terminate or revoke by recording a termination or revocation statement executed by Jeffrey Teplitsky, Director, Pima County Real Property Services. When this License lapses, terminates or is revoked, Licensee shall remove the Monitor Well from the property at no expense to Licensor and to the satisfaction of Licensor. Licensee shall restore the property to the pre-License condition or as may be mutually agreed upon. The indemnification set forth in Paragraph 5 below shall survive the termination or revocation of this License.
4. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate



at any time in the property 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 property.

5. Hold Harmless. All costs associated with the Monitor Well shall be at the sole expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the above described property or to any person while using the above described property caused by or arising out of the exercise of this License. To the fullest extent allowed by law, Licensee indemnifies, defends, and holds harmless Licensor, its officers, departments, employees, and agents from and against any and all suits, action, 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 Licensor, its officers, departments, employees and agents. This indemnity shall survive the termination of the License.
6. Insurance. Prior to construction of the Monitor Well, Licensee shall obtain a \$5,000,000 commercial general liability insurance policy naming Licensor as Additional Insured to cover the Monitor Well within the Licensor's property. Licensor reserves the right to require additional insurance in Licensor's sole discretion. The Licensee or Licensee's assignees shall maintain the policy throughout the term of this License. This License shall terminate if insurance lapses. A certificate of the said insurance shall be supplied on an annual basis to Licensor upon the approval of this License, and annually thereafter by the anniversary date of said approval, with the stipulation that the insurance company shall notify Licensor in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty days prior to cancellation, and Licensee shall remove the Monitor Well at its expense within thirty days of notification.
7. Underground Facilities. If Encroachment includes any underground facilities, Licensee is required to maintain a membership with Arizona Blue Stake, Inc., or its successors or assigns, throughout the term of this License.
8. Permits. Following the granting of this License by Licensor, Licensee shall obtain all applicable permits including any permits required by the local governing jurisdiction. Licensee will file any necessary notice of intention to drill and will obtain any required well registration number from ADWR. Licensee shall construct the proposed use in accordance with the plans submitted to County with the application for this License.
9. Duty of Care by Licensee. Licensee shall guard against any contamination of the Property by any materials or substances under Licensee's control during the term of this License Agreement.

Licensee shall ensure that all activities are conducted in a manner that minimizes any disruption of Licensor's use and enjoyment of the Property.

Licensee shall repair any damage it causes to the Property, and shall replace all

improvements removed during Licensee's activities prior to the termination date of this License.

Licensee shall maintain the Property in good order, condition and repair during the term of this Agreement, and shall return the Property to its Pre-License Condition at the conclusion of this License.

10. Safety. Construction of the Monitor Well shall not interfere with the safety arising from the authorized public use of property, and may not otherwise interfere with the general health, safety and welfare of the citizens of Pima County. Once constructed, the Monitor Well shall be maintained by Licensee so as not to interfere with safe sight distance, safe travel, or safe use within the property.
11. Reporting. The Licensee shall provide to the Licensor an annual report of test results along with a projected time for use of the monitor well on the Property.
12. Closure/Removal of Monitor Well. Upon termination or revocation of this License for any reason or in the event partial or total removal of the monitor well is required by the Licensor, Licensee shall promptly close the monitor well as required by Licensor and in accordance with Arizona State requirements for monitor well closure at Licensee's sole expense and to the satisfaction of the Licensor. Licensee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the Encroachment from Licensor. In the event the monitor well is not promptly closed following Arizona State requirements by Licensee as directed by Licensor, Licensor shall have the right to close the monitor well and Licensee hereby agrees to reimburse the total amount of Licensor's costs incurred for the partial or complete closure of the monitor well within sixty (60) days of receipt of an invoice from Licensor for said costs. Licensor shall be entitled to Licensor'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.
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.





**COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Melissa Manriquez, Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

 3/20/2024  
\_\_\_\_\_  
Jeffrey Teplitsky, Director, Real Property Services

 3/29/2024  
\_\_\_\_\_  
Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:

 03/19/2024  
\_\_\_\_\_  
Rachelle Barr, Deputy County Attorney



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**MONITOR WELL LICENSE**

A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, STATE OF ARIZONA.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26 (FOUND GLO BRASS CAP) FROM WHICH THE WEST QUARTER CORNER (FOUND GLO BRASS CAP) BEARS SOUTH 00 DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 2638.57 FEET (BASIS OF BEARING);

THENCE SOUTH 00 DEGREES 20 MINUTES 06 SECONDS ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26, A DISTANCE OF 1253.09 FEET TO THE CENTERLINE OF KINNEY ROAD;

THENCE ALONG THE CENTERLINE OF KINNEY ROAD, SOUTH 55 DEGREES 10 MINUTES 26 SECONDS EAST, A DISTANCE OF 1690.12 FEET TO A FOUND BRASS CAP FLUSH;

THENCE SOUTH 54 DEGREES 26 MINUTES 01 SECONDS EAST, A DISTANCE OF 52.66 FEET;

THENCE NORTH 35 DEGREES 33 MINUTES 59 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

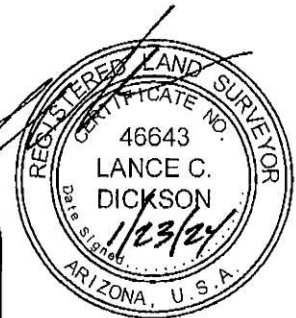
THENCE NORTH 35 DEGREES 33 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 54 DEGREES 26 MINUTES 01 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 35 DEGREES 33 MINUTES 59 SECONDS WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 54 DEGREES 26 MINUTES 01 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET MORE OR LESS.



**LEGAL DESCRIPTION**

JOB NO : P24--007    DATE : 01/23/24    PAGE: 1 OF 2



**Arizona Surveying and Mapping**

2440 W. Mission Lane, Suite 4, PHOENIX, AZ 85021  
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com

LINE TABLE	
LINE	BEARING
L1	N35°33'59"E
L2	N35°33'59"E
L3	S54°26'01"E
L4	S35°33'59"W
L5	N54°26'01"W

FND. GLO  
NW COR. SEC. 26

FND. BCF  
269.76'

TUCSON ESTATES PARKWAY  
500°20'06"E 2638.57'  
1385.48'

75' R/W  
PER BK. 9,  
PG. 87 OF  
ROAD MAPS

KINNEY ROAD  
S55°10'26"E 1890.12'

FND. BCF

P.O.B.

52.66'

S54°26'01"E

1894.39'

1947.05'

APN 212-25-0730  
NOT A PART



FND. BCF

NOT TO SCALE

FND. GLO  
W 1/4 COR. SEC. 26



**DEPICTION OF EXHIBIT "A"**

JOB NO : 24-007	DATE : 01/23/24	PAGE: 2 OF 2
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**Arizona Surveying and Mapping**

P.O. BOX 35455  
2440 W. MISSION LANE, SUITE 4, PHOENIX, AZ 85069  
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM



**EXHIBIT "A" (continued)  
LEGAL DESCRIPTION  
MONITOR WELLS LICENSE**

A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, STATE OF ARIZONA.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26 (FOUND GLO BRASS CAP) FROM WHICH THE WEST QUARTER CORNER (FOUND GLO BRASS CAP) BEARS SOUTH 00 DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 2638.57 FEET (BASIS OF BEARING);

THENCE SOUTH 00 DEGREES 20 MINUTES 06 SECONDS ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 26, A DISTANCE OF 1253.09 FEET TO THE CENTERLINE OF KINNEY ROAD;

THENCE ALONG THE CENTERLINE OF KINNEY ROAD, SOUTH 55 DEGREES 10 MINUTES 26 SECONDS EAST, A DISTANCE OF 1349.51 FEET;

THENCE SOUTH 34 DEGREES 49 MINUTES 34 SECONDS WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 55 DEGREES 10 MINUTES 26 SECONDS EAST, A DISTANCE OF 70.36 FEET;

THENCE SOUTH 54 DEGREES 26 SECONDS 05 MINUTES EAST, A DISTANCE OF 29.64 FEET;

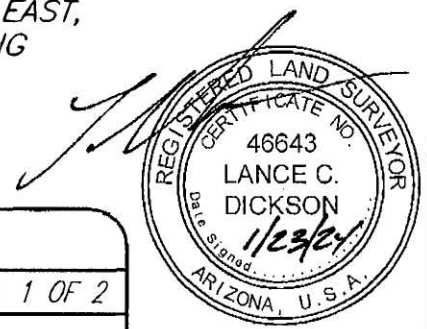
THENCE 34 DEGREES 49 MINUTES 34 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 54 DEGREES 26 MINUTES 05 SECONDS WEST, A DISTANCE OF 29.83 FEET;

THENCE NORTH 55 DEGREES 10 MINUTES 26 SECONDS WEST, A DISTANCE OF 70.17 FEET;

THENCE NORTH 34 DEGREES 49 MINUTES 34 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING

CONTAINING 3,000 SQUARE FEET MORE OR LESS.



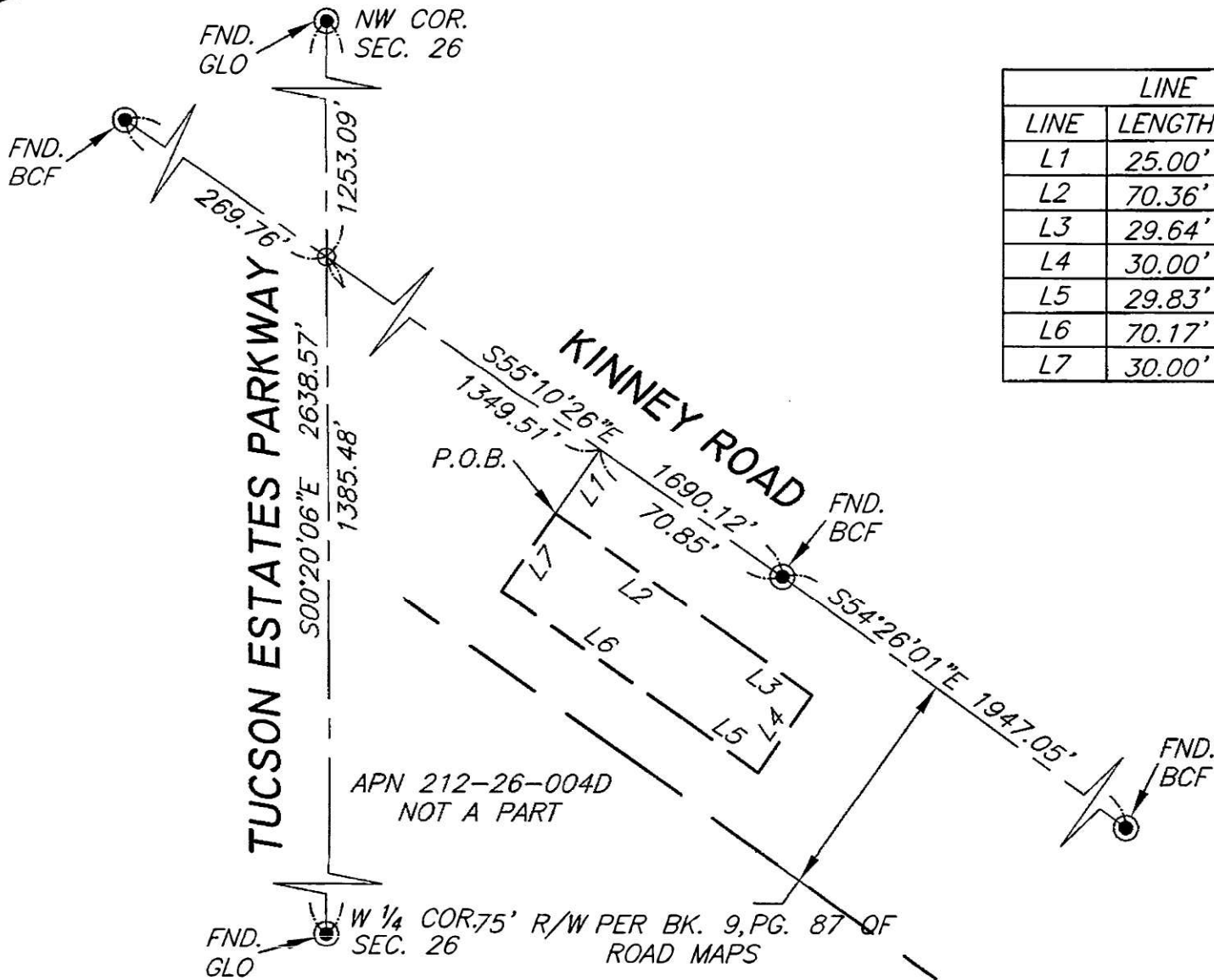
**LEGAL DESCRIPTION**

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**Arizona Surveying and Mapping**

2440 W. Mission Lane, Suite 4, PHOENIX, AZ 85021  
TEL (602) 246-9919 FAX (602) 246-9944 info@asam1.com



LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	S34°49'34"W
L2	70.36'	S55°10'26"E
L3	29.64'	S54°26'05"E
L4	30.00'	S34°49'34"W
L5	29.83'	N54°26'05"W
L6	70.17'	N55°10'26"W
L7	30.00'	N34°49'34"E



NOT TO SCALE

**EXHIBIT "A" (depiction)**

JOB NO : P24-007    DATE : 01/23/24    PAGE: 2 OF 2

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