



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/16/2021
or Procurement Director Award: ☐

* = Mandatory, information must be provided

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

Alive Christian Fellowship, an Arizona nonprofit corporation.

***Project Title/Description:**

License for Right-of-Way Encroachment. (Lic-0327)

***Purpose:**

To allow for the encroachment of a new monument sign in Pima County Right-of-Way at 9662 N. La Cholla Blvd. in the location depicted on Exhibits "A" and "B" of the License Agreement

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

This license will allow for a new monument sign to encroach in the Pima County Right-of-Way for public use.

***Public Benefit:**

Alive Christian Fellowship will have a sign for public use, and maintain the landscaping in the encroachment areas.

***Metrics Available to Measure Performance:**

The Licensee will pay an annual fee of \$30.00 and maintain the landscaping in the encroachment areas.

***Retroactive:**

No

*Location Map attached.

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): 22*013
Commencement Date: 8/16/2021 Termination Date: 8/15/2046 Prior Contract Number (Synergen/CMS): N/A
☐ Expense Amount \$ * N/A ☒ Revenue Amount: \$ 750.00

***Funding Source(s) required: N/A**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ N/A % N/A

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

If Yes, is the Contract to a vendor or subrecipient? N/A

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.

TO: COB 8-3-21 (3)
Vers. 1 Pgs: 11

Procure Dept 08/02/21 PM 1:09

Amendment / Revised Award Information

Document Type: N/A

Department Code: N/A

Contract Number (i.e., 15-123): N/A

Amendment No.: N/A

AMS Version No.: N/A

Commencement Date N/A:

New Termination Date: N/A

Prior Contract No. (Synergen/CMS): N/A

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ N/A

Is there revenue included? ☐ Yes ☐ No If Yes \$ N/A***Funding Source(s) required: N/A**Funding from General Fund? ☐ Yes ☐ No If Yes \$ N/A % N/A**Grant/Amendment Information** (for grants acceptance and awards)☐ Award ☐ Amendment

Document Type: N/A

Department Code: N/A

Grant Number (i.e., 15-123): N/A

Commencement Date: N/A

Termination Date: N/A

Amendment Number: N/A

☐ Match Amount: \$ N/A☐ Revenue Amount: \$ N/A***All Funding Source(s) required: N/A*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ N/A % N/A***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ N/A % N/A***Funding Source: N/A*****If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**
N/A

Contact: Bob Beecher

Department: Real Property Services

Telephone: 724-6624

Department Director Signature: _____

Date: _____

Deputy County Administrator Signature: _____

Date: _____

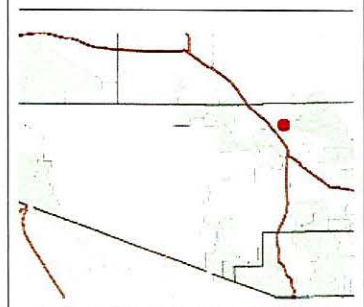
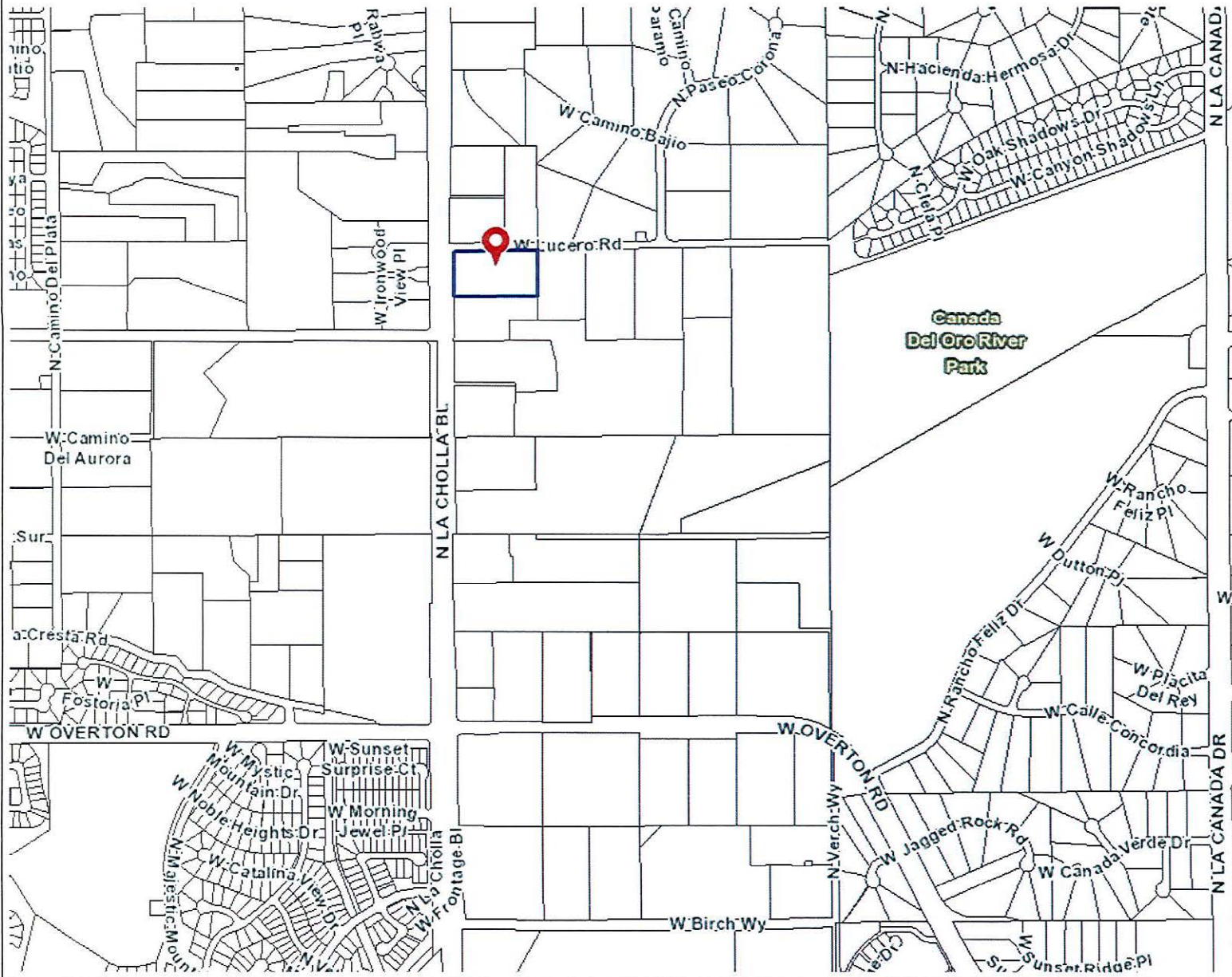
County Administrator Signature: _____

Date: _____

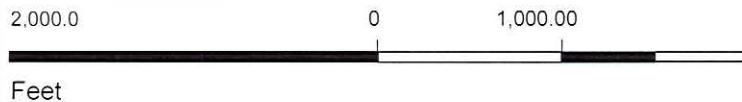
9662 N. La Cholla Blvd.

Legend

□ Parcels



Notes:



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

7/13/2021

For Recorder's Use Only

**PIMA COUNTY
LICENSE (Lic-0327)
FOR RIGHT-OF-WAY ENCROACHMENT**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Alive Christian Fellowship, an Arizona nonprofit corporation, ("Licensee"). 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 right-of-way described as La Cholla Boulevard for the purpose of a double-sided monument sign (the "Encroachment"). The right-of-way and the Encroachment areas are described and depicted on the attached Exhibit "A".
2. Licensee's Maintenance Obligation. Licensee shall maintain all landscaping in the Encroachments as required by the Pima County Zoning Code and as proposed in approved Landscape Plans. Licensee's failure to maintain the Encroachments shall be cause for termination of this License, and all terms of Paragraph 12 shall then apply.
3. Hold Harmless. All costs associated with the Encroachments shall be the sole responsibility expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the above described right-of-way or to any person while using the above described right-of-way 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 Licensee's use of the rights of way, or 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.

4. Insurance. Prior to construction, Licensee shall obtain a \$5,000,000 commercial general liability insurance policy naming County as Additional Insured to cover the Encroachment within the County's right-of-way. 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. This License shall terminate if insurance lapses. A certificate of insurance shall be supplied to County on an annual basis with the stipulation that the insurance company shall notify County 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 Encroachment at its expense within thirty days of notification.
5. 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 \$30.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License.
6. Permits. This License is not a right of way use permit. Following the granting of this License by County, Licensee shall obtain all applicable permits, which may include a Right-of-Way Use Permit, a County Use Permit, Building Permit or Floodplain Use Permit. Licensee shall construct the proposed Encroachment in accordance with the plans submitted to County with the application for the License as described and depicted on the attached Exhibit "B".
7. Compliance With Highway Safety. Construction of the Encroachment shall not interfere with the safety of the traveling public or the authorized public use of right-of-way, and may not otherwise interfere with the general health, safety and welfare of the citizens of Pima County. Once constructed, the Encroachment shall be maintained by Licensee so as not to interfere with safe sight distance or safe travel along the right-of-way.
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 or revoked by County upon ninety days' written notice to the other. County may terminate or revoke by recording a termination or revocation statement executed by the Manager of the Real Property Services of the Public Works Administration. When this License lapses, terminates or is revoked, Licensee shall remove the Encroachment from the right-of-way at no expense to County and to the satisfaction of County within 90 days. Licensee shall restore the right-of-way to the pre-License condition or as may be mutually agreed upon. The indemnifications set forth in Paragraph 2 above shall survive the termination or revocation of this License.

9. Underground Facilities. If Encroachment includes any underground facilities, Licensee or its successors or assignees is required per A.R.S. § 40-360.32 (E) and (C) to maintain a Limited Basis Participation membership with Arizona Blue Stake, Inc. and file contact information with the corporation commission throughout the term of this License. Proof of membership shall be supplied to County on an annual basis with the stipulation that the Licensee shall notify County in writing of any intent to cancel the membership. This notification shall be required no less than thirty days prior to cancellation.
10. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the right-of-way 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 right-of-way.
11. License Runs With the Land. The provisions, conditions, restrictions and covenants of this License are both personal and shall run with the land described on the attached **Exhibit "C"** and shall be binding on all persons owning or occupying any portion of the land. Conveyance of the land will not relieve the prior owner of any obligations that accrued prior to conveyance.
12. Removal of Encroachment. Upon termination or revocation of this License for any reason or in the event partial or total removal of the Encroachment is required by County, Licensee shall promptly remove all or part of the Encroachment as required by County at Licensee's sole expense and to the satisfaction of County. Licensee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the Encroachment from County. In the event the Encroachment is not promptly removed by Licensee as directed by County, County shall have the right to remove the Encroachment and Licensee hereby agrees to reimburse the total amount of County's costs incurred for the partial or complete removal of the Encroachment within sixty (60) days of receipt of an invoice from County for said costs. In the event Licensee fails to reimburse County for the costs of removal within the 60-day period, County shall immediately file a lien upon the property described in **Exhibit "C"** herein, which shall be a continuing lien, and Licensee hereby consents to the placement of such a lien on said property. Said lien may be enforced by foreclosure in like manner as a mortgage on real property. 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.
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.

LICENSEE:


Alive Christian Fellowship, an Arizona nonprofit corporation

By: 

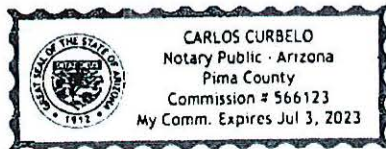
Title: Executive Pastor

State of Arizona)
)ss
County of Pima)

This instrument was acknowledged before me this 9th day of July, 2021,
by Sharon Liuliano, as Executive Pastor of Alive
Christian Fellowship, an Arizona nonprofit corporation.


Notary Public

My Commission Expires: July 3, 2023



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

Chair, Board of Supervisors

Date

ATTEST:


Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:




Jeffrey Teplitsky, Manager, Real Property Services

 7/30/2021

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Kell Olson, Deputy County Attorney

On Point Surveying, PLLC

onpointsurveygroup@gmail.com

(520)490-2467

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT OF WAY EASEMENT

A temporary revocable easement upon a portion of La Cholla Boulevard right of way situated in the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 15, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner of that certain Parcel of land described Sequence Number 20012111560 monumented by a ½ inch rebar tagged RLS 58427, from which a 1 ½ inch aluminum capped rebar stamped PE 1918 monumenting the southeast corner bears North 89°54'38" East, a distance of 584.54;

Thence North 00°06'53" West, upon the east right of way line of La Cholla Boulevard, a distance of 66.54 feet, to **THE POINT OF BEGINNING**;

Thence South 89°53'07" West, a distance of 15.00 feet, to a line 15.00 feet westerly of and parallel with the said east right of way line;

Thence North 00°06'53" West, upon said parallel line, a distance of 5.00 feet;

Thence North 89°53'07" East, a distance of 15.00 feet, to said east right of way line;

Thence South 00°06'53" East, upon said right of way line, a distance of 5.00 feet, to **THE POINT OF BEGINNING**.

Described easement contains 75.0 square feet, more or less.



Lucero Rd

75.00'

La Cholla Blvd

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 00°06'53" W | 66.54' |
| L2 | S 89°53'07" W | 15.00' |
| L3 | N 00°06'53" W | 5.00' |
| L4 | N 89°53'07" E | 15.00' |
| L5 | S 00°06'53" E | 5.00' |

APN: 224-39-014A
9662 N La Cholla Blvd
Seq# 20012111560



L4
L5
L2
P.O.B.

L1

N 89°54'38" E 584.54'

P.O.C.

1/2" Rebar
RLS 58427

ACP
PE 1918



DEPICTION OF EXHIBIT "A"
RIGHT OF WAY EASEMENT

Situated in the Southwest Quarter of
Section 15, Township 12 South, Range 13
East, Gila and Salt River Meridian, Pima
County, Arizona

On Point Surveying,
PLLC

(520)490-2467 or (520)279-1884
onpointsurveygroup@gmail.com

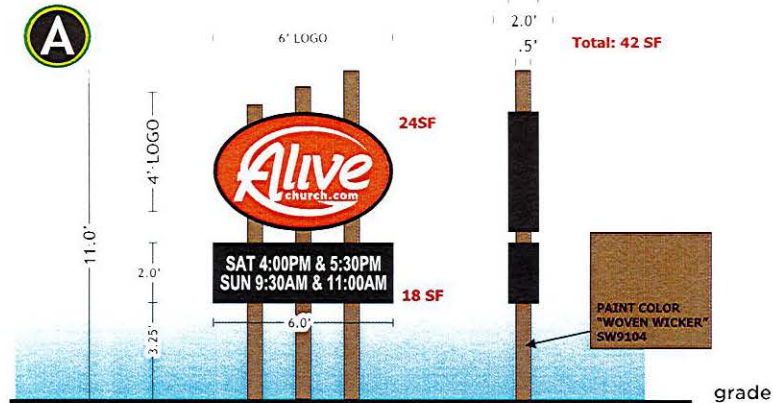
Page 2 of 2

EXHIBIT "B"

PERMIT - (TRE) ALIVE CHURCH

SIGN DRAWING

SCALE 1/4"=1'-0"



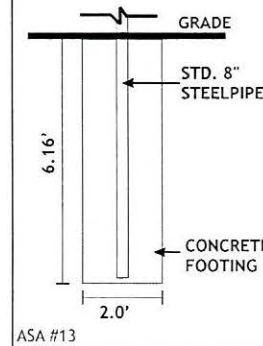
FABRICATE AND INSTALL ONE (1) ILLUMINATED DOUBLE FACE MONUMENT SIGN.

| | |
|------------------|---|
| MATERIAL: | ALUMINUM CUSTOM CONSTRUCTION, SEE DIMENSION NOTES |
| PAINT COLOR: | BLACK |
| FACE MATERIAL: | 3/16" LEXAN |
| RETAINERS: | 1.5" |
| LIGHTING: | LED |
| MOUNTING DETAIL: | SEE FOOTING DETAIL |
| POLE COVER: | PAINTED WOVEN WICKER SW9104 |
| EXTRA NOTES: | ELECTRICAL RUN NEEDED. |

| |
|-------------------|
| BLACK |
| ORANGE 3630-44 |
| WHITE 3630-20 |

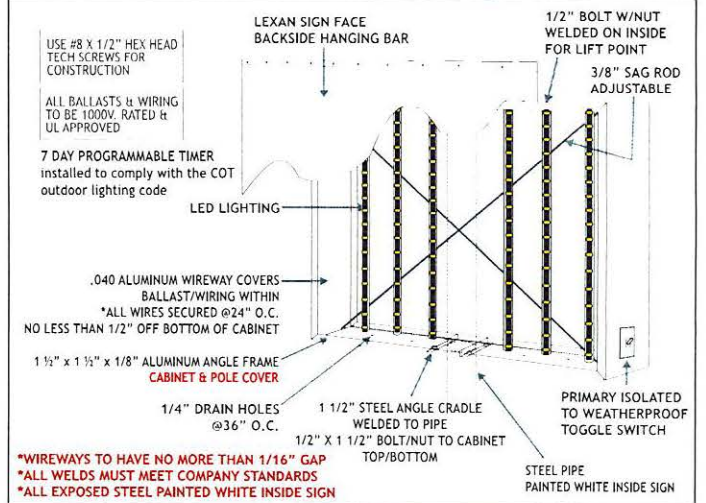


FOOTING DETAIL



D/F Sign Cabinet: 24 SF
Bottom Cabinet: 18 SF
24SF + 18SF = 42SF

D/F LED ILLUMINATED SHEET METAL CABINET



* THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND THE BONDING OF THE SIGN AND CURRENT UL STANDARDS. THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A) (1) OF THE NATIONAL ELECTRIC CODE.



**3808 E. 38TH STREET
TUCSON, ARIZONA 85713**

520.748.1540

17945[PER]ALIVE CHURCH R6-VF

JOB NAME: ALIVE CHURCH
JOB ADDRESS: 9662 N. LA CHOLLA BLVD.
SUITE: 224-390-14A ZONE SR
CITY, ZIP: TUCSON, AZ 85742

**BUYERS
SIGNATURE**

SIGN HERE

DATE:

SHOP APPROVAL 1: _____ SHOP APPROVAL 2: _____

PAGE 2 OF 7

TRE COPY

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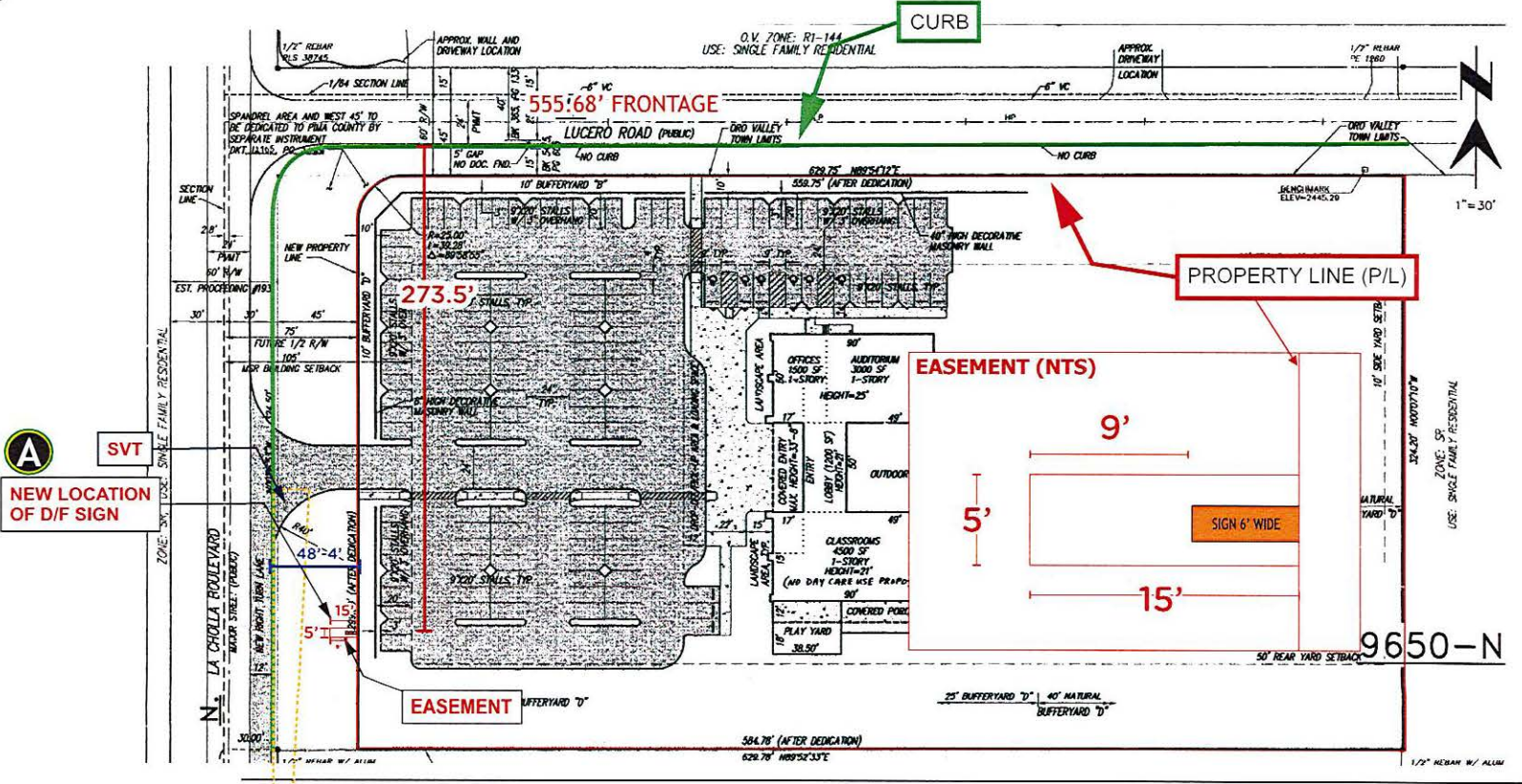
EXHIBIT "B" (continued)

2-16-21 REVISED EASEMENT BUFFER FROM 2' TO 9'

PERMIT - (TRE) ALIVE CHURCH

SITE MAP / EASEMENT

SCALE 1/64"=1'-0"



SINCE 1955

3808 E. 38TH STREET
TUCSON, ARIZONA 85713

520.748.1540

FILE NAME: 17945[PER]ALIVE CHURCH R6-VF

JOB NAME: ALIVE CHURCH

JOB ADDRESS: 9662 N. LA CHOLLA BLVD.

SUITE: 224-390-14A ZONE SR

CITY, ZIP: TUCSON, AZ 85742

BUYERS
SIGNATURE

SIGN HERE

DATE:

SHOP APPROVAL 1:

SHOP APPROVAL 2:

PAGE 4 OF 7

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EXHIBIT "C"

**The Southwest quarter of the Southwest quarter of the Southwest quarter of Section 15,
Township 12 South, Range 13 East, of the Gila and Salt River Base and Meridian, Pima County,
Arizona;**

EXCEPT the South 290 feet thereof; further

EXCEPT the West 30 feet and the North 45 feet thereof..

(JV Arb 22)