

COB - BOSAIR FORM

07/16/2026 3:49 PM (MST)

Submitted by Lupe.Fimbres@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC RPS SC2600000416

Award Type: Contract

BOSAIR Activity: Board Meeting Request

Requested Board Meeting Date: 08/11/2026

Supplier / Customer / Grantor / Subrecipient: Robert J. Thomson & Cynthia A. Thomson

Project Title / Description: Pima County License for Right-of-Way Encroachment (LIC-0173)

Purpose: Robert J. Thomson and Cynthia A. Thomson have applied for a license to maintain an existing pedestrian steel staircase and walkway that encroach into the public right-of-way and provide access to their residence located at 12914 N. Phoenix Avenue, Summerhaven, Arizona, on Mount Lemmon. (LIC-0173)

Per the attached memorandum, the Department of Transportation (DOT) is requesting that Real Property Services waive both the \$2,900 non-refundable administrative processing and the annual fee for this license.

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Properly license the existing pedestrian steel staircase and walkway that encroach into the public right-of-way, while clearly assigning maintenance responsibilities and addressing associated liability and insurance requirements.

Public Benefit and Impact: The public will not be responsible for the maintenance of, or liability associated with, the encroaching improvements. Under the terms of the license agreement, the licensees will be responsible for maintaining the improvements and carrying adequate insurance for the duration of the agreement.

Strategic Plan Pillar • N/A

Support of Prosperity Initiative: • N/A

Provide information that explains how this activity supports the selected Prosperity Initiatives N/A

Metrics Available to Measure Performance:

Annual receipt and verification of the required proof of insurance demonstrating the licensees' compliance with the insurance obligations set forth in the license agreement.

Retroactive:

NO

Contract / Award Information

Record Number: SC RPS SC2600000416

Document Type:	SC
Department Code:	RPS
Contract Number:	SC2600000416
Commencement Date:	08/11/2026
Termination Date:	08/10/2051
Supplier / Subrecipient Headquarters Location	Summerhaven, Arizona

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required:	Transportation
Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO

Department:

Real Property Services

Name:

George Cardieri

Telephone: 520-724-6306

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: Lupe Jimenez Date: 7/24/2026 | 12:03 PM MST

Deputy County Administrator Signature:  Date: 7/27/2026 | 2:28 PM MST

County Administrator Signature:  Date: 7/27/2026 | 2:49 PM MST



MEMORANDUM

DATE: July 9, 2026

TO: George Cardieri
Director, Real Property Services

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

SUBJECT: Request to Waive Fees for Right-of-Way Encroachment License #0173

The Department of Transportation (DOT) is requesting that Real Property Services waive both the \$2,900 non-refundable administrative processing and the annual fee for Right-of-Way Encroachment License #0173 granted to property owners Robert J. and Cynthia A. Thomson for 12914 N. Phoenix Avenue in Summerhaven, Arizona.

License #0173 authorizes the Thomsons to maintain the existing pedestrian steel staircase and walkway that extends into the public right-of-way and provides access to their property (shown on page 2) and is conditioned upon them not only maintaining the existing improvements, but also obtaining commercial general liability insurance protecting Pima County in the event of a liability claim.

As both the pedestrian steel staircase and the walkway existed in the public right-of-way prior to the Thomson's purchasing the adjacent property, DOT requests that Real Property Services include this memorandum in support of waiving the \$2,900 non-refundable administrative processing fee and the annual License fee associated with License #0173 for Right-of-Way Encroachment with the Right-of-Way Encroachment License package that will be submitted to the Pima County Board of Supervisors.

Thank you for your consideration of this request.

c: Carmine DeBonis, Jr., Deputy County Administrator
Paul Casertano, Deputy Director -- Department of Transportation
Robin Freiman, Property Rights Manager - Department of Transportation

For Recorder's Use Only

SC2600000416

**PIMA COUNTY
LICENSE
FOR RIGHT-OF-WAY ENCROACHMENT
(LIC-0173)**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Robert J. Thomson & Cynthia A. Thomson ("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 grants a revocable License to Licensee to encroach on that portion of County's right-of-way described as North Phoenix Avenue (the "right of way") for the purpose of maintaining the existing stairway (the "Encroachment"). The right-of-way and the Encroachment area are depicted on the attached **Exhibit "A"**.
2. **Privilege Assignable.** Licensee's privileges hereunder are assignable only upon written approval of County.
3. **Supersedes Previous Agreements.** This Agreement supersedes all prior agreements and writings with respect to the subject matter hereof. Parties to any other agreement will have no further rights or obligations hereunder.
4. **Hold Harmless.** All costs associated with the Encroachments shall be the sole responsibility and 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 right 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

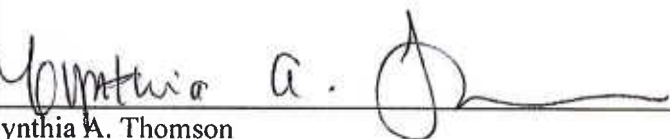
not extend to the negligence of County, its officers, departments, employees and agents. This indemnity shall survive the termination of the License.

5. Insurance. Prior to construction, Licensee shall obtain a commercial general liability insurance policy, or such other insurance as approved by County, naming County as Additional Insured to cover the Encroachment within the County's right-of-way. The insurance policy limits shall be a minimum of \$1,000,000 for each occurrence, and \$1,000,000 general aggregate. 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 such notification.
6. 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 \$0.00 due upon execution of this License and on each annual anniversary of the date that the Pima County Board of Supervisors executes this License.
7. Permits. This License is not a right of way use permit. Following the granting of this License by County, maintenance activities may require Licensee to obtain all applicable permits , which may include a Right-of-Way Use Permit, a County Use Permit, Building Permit or Floodplain Use Permit.
8. 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.
9. 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 pursuant to the terms of Paragraph 12, below. The indemnifications set forth in Paragraph 4 above shall survive the termination or revocation of this License.

10. 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.
11. 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.
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, within ninety (90) days after notice thereof by County, 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 timely 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 the attached Exhibit "B" 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.

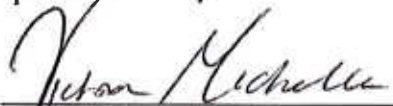
LICENSEE:

By: 
Robert J. Thomson

By: 
Cynthia A. Thomson

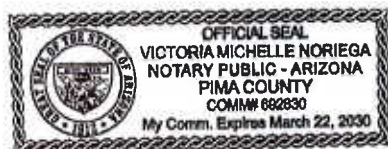
State of Arizona)
)ss
County of Pima)

This instrument was acknowledged before me this 4 day of June, 2026,
by Victoria Michelle Noriega, as Notary of
The UPS store, an Arizona corporation.


Notary Public

My Commission Expires:

(Seal)



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

Jennifer Allen, Chair, Board of Supervisors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:



George Cardieri, Director, Real Property Services

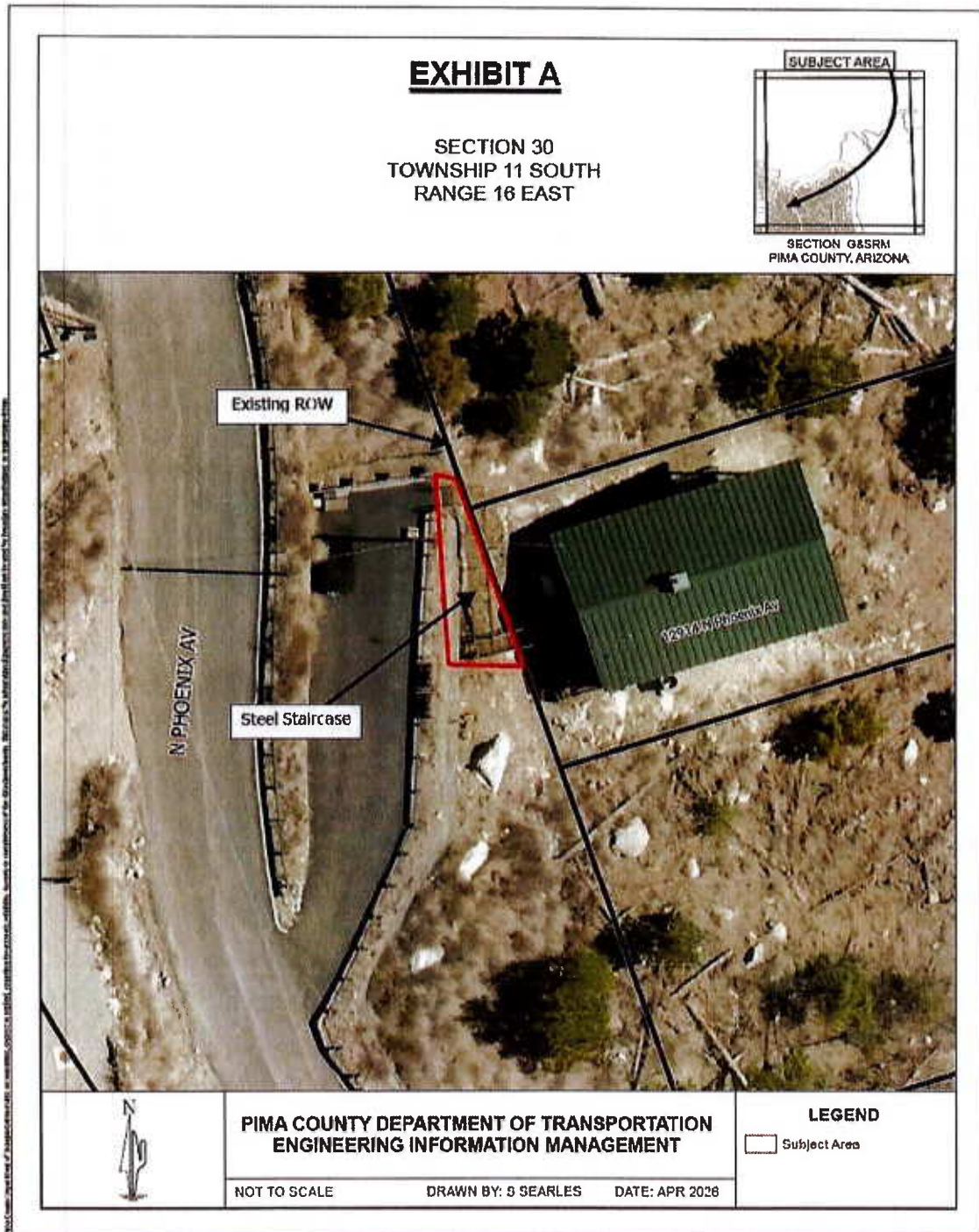


Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



James Morrow, Deputy County Attorney



Lic-0173
Robert & Cynthia
Thomson

EXHIBIT "B"

• RECORDING • Page 3 of 5 Sequence No. 20192730930

Escrow No.: 60011932-080-VCI

EXHIBIT "A"
Legal Description

Lot 34, Block 8, of Summerhaven, a subdivision of Pima County, Arizona, according to the plat thereof, as recorded in Plat Book 4, Page 99, of the Public Records of Pima County, Arizona.

Lic-0173
Robert & Cynthia
Thomson