



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: August 2, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Town of Marana, an Arizona municipal corporation

Project Title/Description:

Sale of Surplus Property consisting of tax parcel 218-54-002C (the "Property").

Purpose:

The Board approved the the sale of the Property on June 21, 2016. The property is vacant land located on the north side of Tangerine Road, west on Dove Mountain, and contains 13,639 square feet. The property was originally acquired by Pima County for a wastewater pump/lift station. The property is now surplus and is being sold pursuant to A.R.S. 11-251(9).

The Town of Marana is in need of the property for the construction of the Tangerine Corridor Project consisting of improvements to Tangerine road from Twin Peaks Road/Dove Mountain Boulevard on the west to La Canada Dr. on the east. The purchase price is \$50,500.00, plus estimated closing costs of \$2,020.00, for a total not to exceed amount of \$52,520.00.

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 vacant property

Metrics Available to Measure Performance:

The purchase price was based on an independent fee appraisal for Marana, and the value was approved by an independent fee appraiser for County.

Retroactive:

N/A

07/26/2016 02:16 PM
12

To: CoB. 7.26.16 (2)
Ver. - 1
Pgs. - 10 Addendum

Procure Dept 07/26/16 PM12:02

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17*010
Effective Date: 8/2/2016 Termination Date: 10/2/2016 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ \$52,520.00
Funding Source(s): General fund - RWRD-5008

Cost to Pima County General Fund: _____

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] 7/18/16

Deputy County Administrator Signature/Date: [Signature] 7/25/16

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

[Signature] 7/25/16



ENGINEERING DEPARTMENT

CONTRACT	
NO.	<u>CTN-PW-17-010</u>
AMENDMENT NO.	_____
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

ACQUISITION AGREEMENT

This Agreement is made by and between **Pima County, a body politic and corporate and a political subdivision of the State of Arizona** ("Owner"), and the **Town of Marana**, an Arizona municipal corporation ("Town").

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on April 8, 1997, in Docket 10519 at Page 290 in the Pima County Recorder's Office, including all improvements located thereon (the "Property"). The Town has determined the need to acquire fee title to public rights-of-way (the "Acquisition Area"), described in Exhibit "A" and shown on Exhibit "B". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire fee title to the Acquisition Area for the total sum of **\$50,500.00** (the "Acquisition Amount"), subject to the terms and conditions set forth below:

<u>\$50,500.00</u>	Acquisition Amount
<u>\$2,020.00</u>	Estimated Closing Costs
<u>\$52,520.00</u>	Total Not to Exceed Amount

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.
3. **Warranty Deed Document.** Upon execution of this Agreement the Owner shall deposit with the Town a Warranty Deed conveying to the Town title to the Acquisition Area free and clear of all liens and encumbrances.
4. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area. Personal property may be removed prior to close of escrow..
5. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

Marana Mayor and Council Approval:	Resolution No.: 2016-022, Dated March 1, 2016
<u>S35/T11S/R12E</u>	<u>TANGERINE ROAD CORRIDOR</u> PROJECT NO. ST021
Parcel No. 218-54-002C	Acquisition Agreement for Pima County

6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Acquisition Area.
7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.
8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders' fees to any agent employed.
12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by the Town.
13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Property effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.
14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

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15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Marana for certain conflicts of interest.
16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.
17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.
18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but was agreed through compromise and settlement to avoid litigation.
20. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Marana.

[Remainder of page intentionally left blank; signature page to follow.]

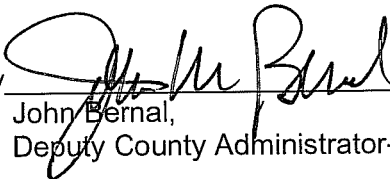
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Pima County, a body politic and corporate and a political subdivision of the State of Arizona (Grantor)

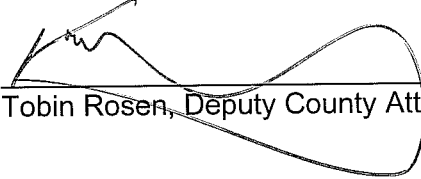
Recommended to the Board of
Supervisors for Approval:

By 
Jackson Jenkins, Director
Pima County Regional Waste Water Reclamation

By 
Neil Konigsberg, Manager
Real Property Services

By 
John Bernal,
Deputy County Administrator-Public Works

Approved as to form:

 7/13/16
Tobin Rosen, Deputy County Attorney

Approved and accepted by Pima County:

Chair, Pima County Board of Supervisors

Attest:

Robin Brigode, Clerk of the Board of Supervisors

Town of Marana, an Arizona municipal corporation (Grantee)

Keith Brann, P.E. CFM
Town Engineer

Date: _____

Approved as to form:

Frank Cassidy, Town Attorney

Marana Mayor and Council Approval:	Resolution No.: 2016-022, Dated March 1, 2016	
S35 /T11S /R12E	TANGERINE ROAD CORRIDOR	PROJECT NO. ST021
Parcel No. 218-54-002C	Acquisition Agreement for Pima County	

March 15, 2016

EXHIBIT "A"
RIGHT-OF-WAY
PIMA COUNTY TAX PARCEL 218-54-002C

The south ninety three (93) feet of the of that property described in Docket 10519, page 290, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the southeast quarter of Section 35, Township 11 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona,

SECONDARILY described as follows:

BEGINNING at the southwest corner of said property, upon the north right-of-way of Tangerine Road;

THENCE upon the west line of said property, North 0 degrees 35 minutes 36 seconds West, a distance of 92.92 feet to a line 143.00 feet north of and parallel with the south line of said southeast quarter;

THENCE upon said line, North 89 degrees 26 minutes 11 seconds East, a distance of 69.97 feet to the east line of said property;

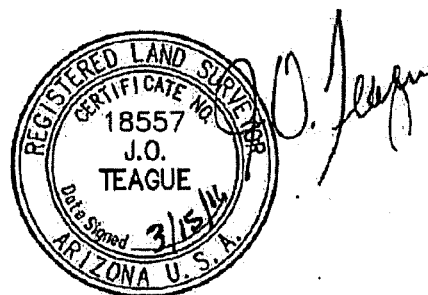
THENCE upon said east line, South 0 degrees 34 minutes 18 seconds East, a distance of 92.97 feet to the southeast corner of said property and said north right-of-way;

THENCE upon said north right-of-way, South 89 degrees 28 minutes 35 seconds West, a distance of 69.93 feet to the **POINT OF BEGINNING**.

As a corollary, containing approximately 6,501 square feet.

See Exhibit B attached hereto.

Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



EXPIRES 9/30/16

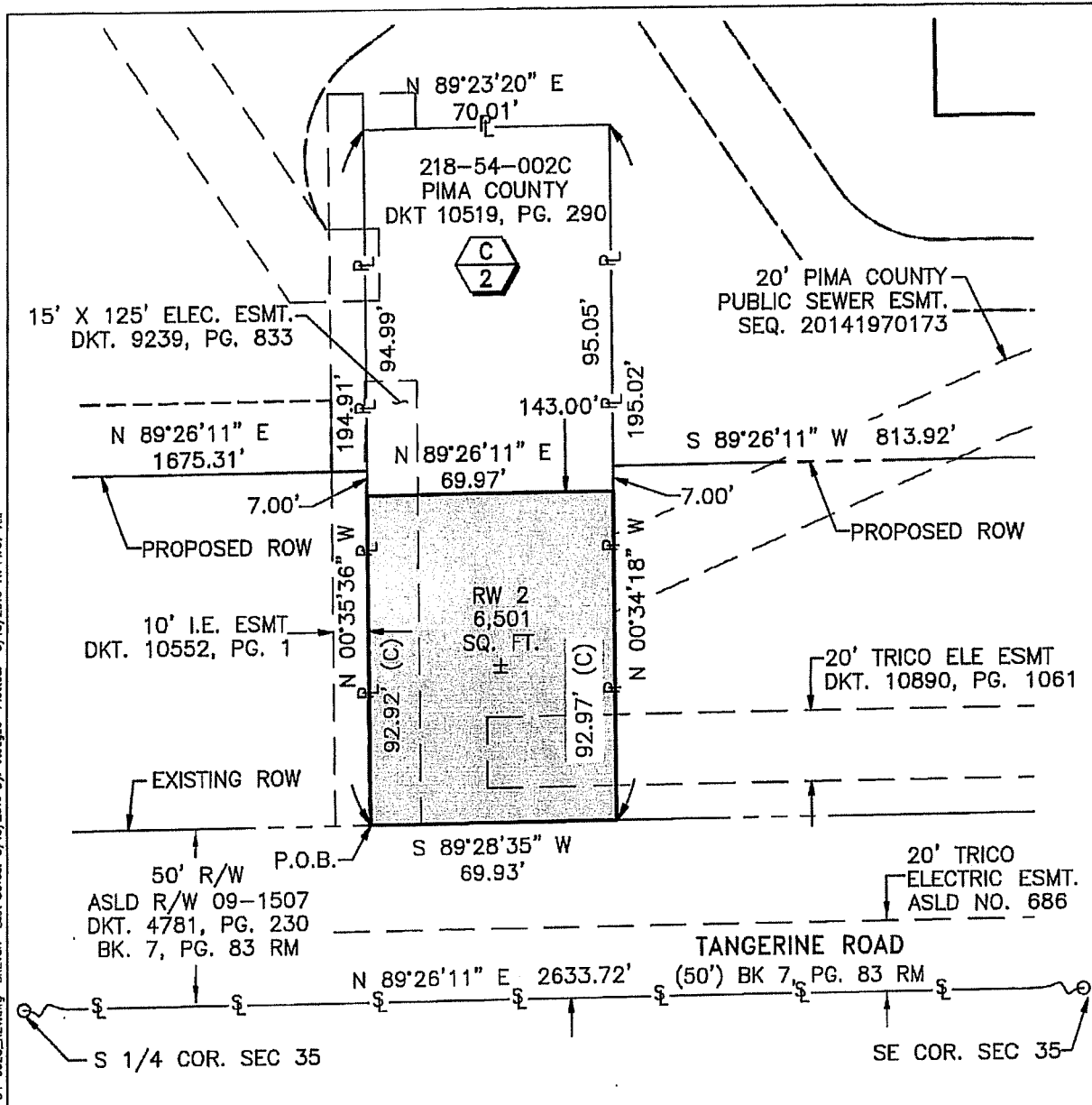
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Pg. 1 of 2

Marana Mayor and Council Approval:	Resolution No.: 2016-022, Dated March 1, 2016
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NOTE:

THE SECONDARY DESCRIPTION AND DEPICTION ARE SECONDARY TO THE PRIMARY PROPERTY DESCRIPTION AND IS INCLUDED AS AN AID TO DETERMINING THE AREA OF THE PROPERTY DESCRIBED. DIMENSIONS SHOWN ARE A MIXTURE OF RECORD, SURVEYED AND CALCULATED DATA. RECORD INFORMATION WAS COMPILED FROM TOWN OF MARANA RIGHT-OF-WAY PLAN NO. 2013-007, PROJECT NO. ST021, TANGERINE ROAD CORRIDOR, AND PUBLIC RECORDS IN THE OFFICE OF THE PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, PARTICULARLY IN SEQ. 20122980200, AND THE VESTING DEED OF THE SUBJECT PROPERTY.

(C): CALCULATED



SCALE: 1"=40'

PSOMAS

333 E. Wetmore Road,
Suite 450, Tucson, AZ 85705
Tel(520) 292-2300
7TMA130101

EXHIBIT "B"
PIMA COUNTY TAX PARCEL 218-54-002C
RIGHT-OF-WAY
SE 1/4, SEC. 35, T11S, R12E
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, AZ

DATE: 3/15/2016 DRAWN BY: CL

RW 2

EXHIBIT

2/2

Marana Mayor and Council Approval:	Resolution No.: 2016-022, Dated March 1, 2016
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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 The Town of Marana, an Arizona municipal corporation, 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 []

March 15, 2016

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PIMA COUNTY TAX PARCEL 218-54-002C

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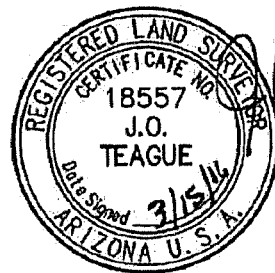
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Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



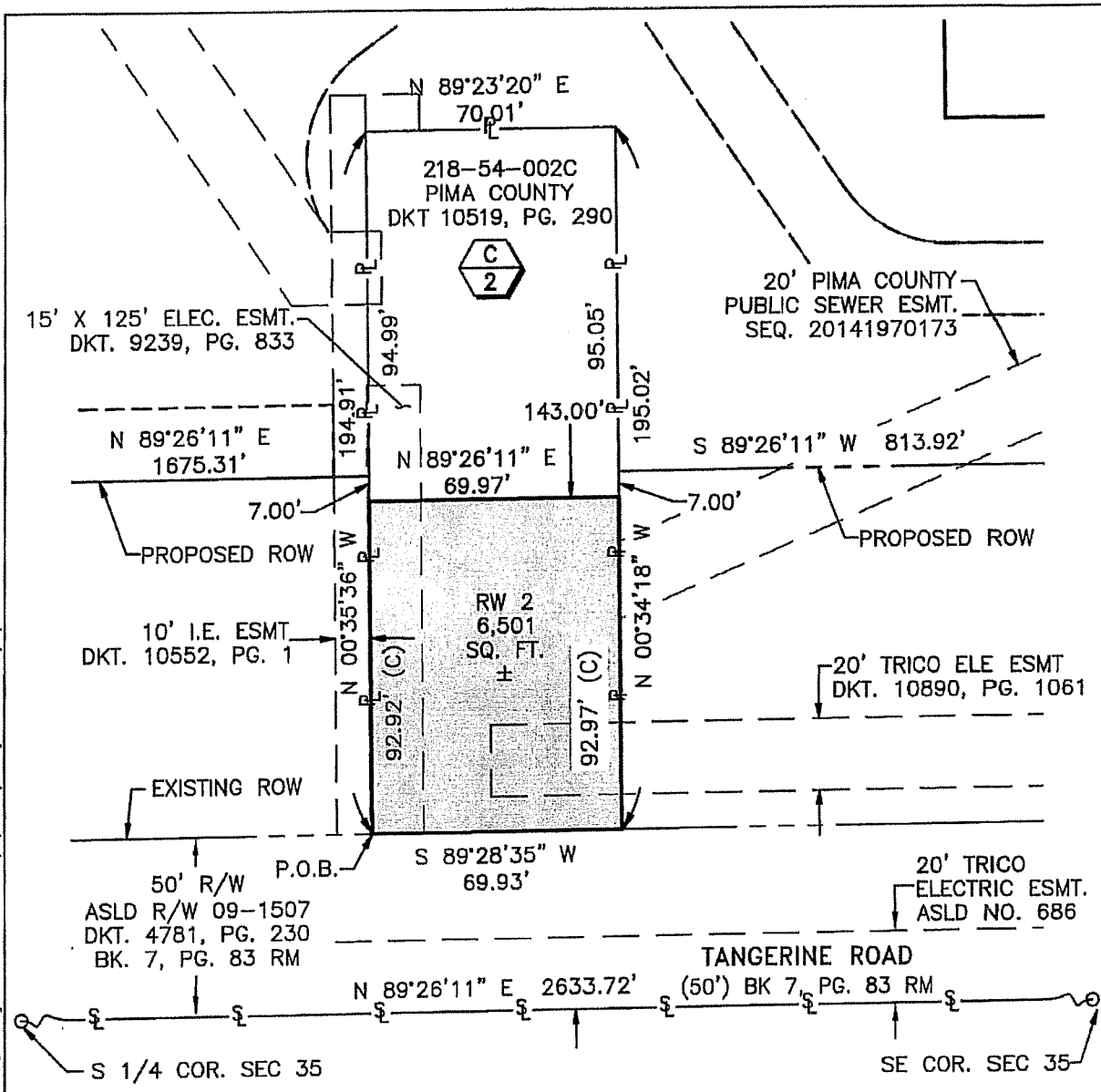
EXPIRES 9/30/16

RW-2

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EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input checked="" type="checkbox"/>
Agent: RL	File #:	Activity #:4018	P <input type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

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PSOMAS 333 E. Wetmore Road, Suite 450, Tucson, AZ 85705 Tel(520) 292-2300 7TMA130101	EXHIBIT "B" PIMA COUNTY TAX PARCEL 218-54-002C RIGHT-OF-WAY SE 1/4, SEC. 35, T11S, R12E GILA & SALT RIVER MERIDIAN, PIMA COUNTY, AZ DATE: 3/15/2016 DRAWN BY: CL	RW 2 EXHIBIT 2/2
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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 []		