



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: September 6, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Homegoods, Inc. (Lic-0185)

Project Title/Description:

License for Right-of-Way Encroachment for a sign.

Purpose:

Licensee will be authorized to place a sign in the right-of-way of Alverson Way.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020.

Program Goals/Predicted Outcomes:

Delivery trucks, Visitors and Associates will know which direction to turn.

Public Benefit:

Easy for drivers to navigate in area.

Metrics Available to Measure Performance:

License fee is \$230 annually as determined by Real Property valuation.

Retroactive:

No

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 17*039

Effective Date: 9/6/2016 Termination Date: 9/5/2041 Prior Contract Number (Synergen/CMS):

☐ Expense Amount: \$ ☒ Revenue Amount: \$ \$5,750.00

Funding Source(s):

Cost to Pima County General Fund: 0

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: \$

To: CoB 8.26.16 (2)
Ver. 1
Yps. 9 Addendum

Procure Dept 08/26/16 09:43

Contact: Debbie Knutson


Department: Real Property

Telephone: 520-724-6854

Department Director Signature/Date:

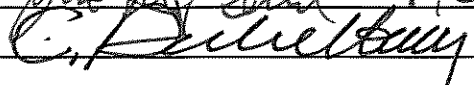
 8/19/16

Deputy County Administrator Signature/Date:

 8/24/16

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

 8/25/16

For Recorder's Use Only

CONTRACT
NO. <u>CTN-PW-17-039</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**PIMA COUNTY
LICENSE
FOR RIGHT-OF-WAY ENCROACHMENT**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Homegoods, Inc., a Delaware 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 Alvernon Way the purpose of a sign (the "Encroachment"). The right-of-way and the Encroachment are described on the attached Exhibit "A" and depicted on the attached Exhibit "A-1" and "A-2".
2. Hold Harmless. All costs associated with the Encroachment shall be at the sole 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.


3. Insurance. Prior to construction, Licensee shall obtain a \$1,000,000 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.
4. 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 \$230.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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 "B" 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.
11. 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 "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.
12. 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.
13. Additional Conditions. This agreement is subject to Licensee providing evidence that Licensee is a "Limited Basis Participation Member" of Arizona 811 (Arizona Blue Stake, Inc.). Licensee must provide an as-built drawing showing the exact location of the electrical lines within Pima County right-of-way, which shall be kept on file with Pima County as part of this Agreement.

By: Ann McCauley
Ann McCauley
Secretary

By: Mary B. Reynolds
Mary B. Reynolds
Vice President/Treasurer

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

 **ELLEN LUCY HEALY**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 12, 2017

Ellen Lucy Gray
Notary Public
My Commission Expires: 5/12/17

IN WITNESS WHEREOF, the parties hereto have executed this License.

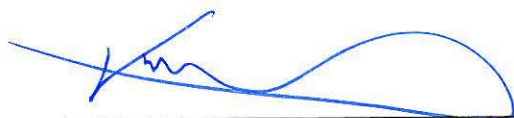
PIMA COUNTY, ARIZONA

Chair, Pima County Board of Supervisors

ATTEST:

Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:



6/16/16

Tobin Rosen
Deputy County Attorney

Exhibit "A"

ENCROACHMENT/LICENSE LEGAL DESCRIPTION

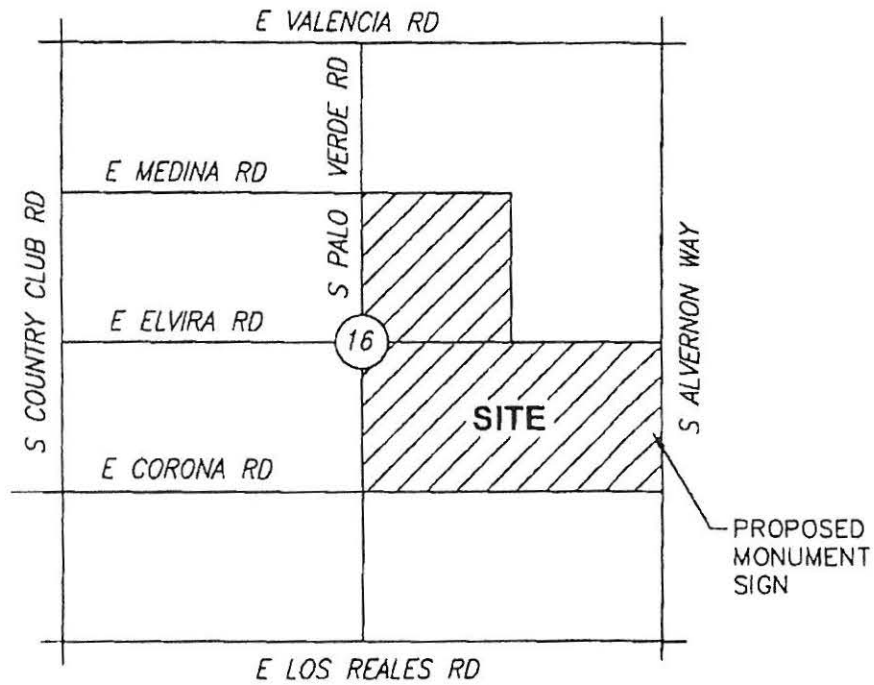
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE EAST HALF OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16;
THENCE NORTH 00°08'38" WEST, A DISTANCE OF 1322.15 FEET (RECORD), NORTH 01°12'13" WEST, 1322.52 FEET (MEASURED), ALONG THE EAST LINE OF SAID SECTION 16 TO THE 1/16TH CORNER;
THENCE NORTH 01°12'13" WEST, A DISTANCE OF 595.83 FEET (MEASURED), ALONG THE EAST LINE OF SAID SECTION 16;
THENCE SOUTH 88°47'47" WEST, 115.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°47'47" WEST, 85.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF HUGHES ACCESS ROAD (CURRENTLY ALVERNON WAY) AS SHOWN IN BOOK 7 OF ROAD MAPS, PAGE 22;
THENCE NORTH 01°12'13" WEST (MEASURED) ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE;
THENCE NORTH 88°47'47" WEST (MEASURED), A DISTANCE OF 85.00 FEET;
THENCE SOUTH 01°12'13" EAST (MEASURED), A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1"



VICINITY MAP

APN: 140-41-134D

TUCSON, AZ

NTS



WARE MALCOMB
LANDSCAPE ARCHITECTS
P.C.
1400 N. GILBERT AVENUE
SUITE 100
TUCSON, AZ 85712
P: 520.794.1111
F: 520.794.1112
WWW.WMPC.COM

WARE MALCOMB
Landscape Design for Commercial Real Estate

PROJECT:
HOMEGOODS DC TUCSON

JOB NO.:
PHX14-0087-00

DATE :
1/7/2016

SCALE:
NTS

SHEET

EX1

SCALE 1" = 200' @ 24" BY 36"

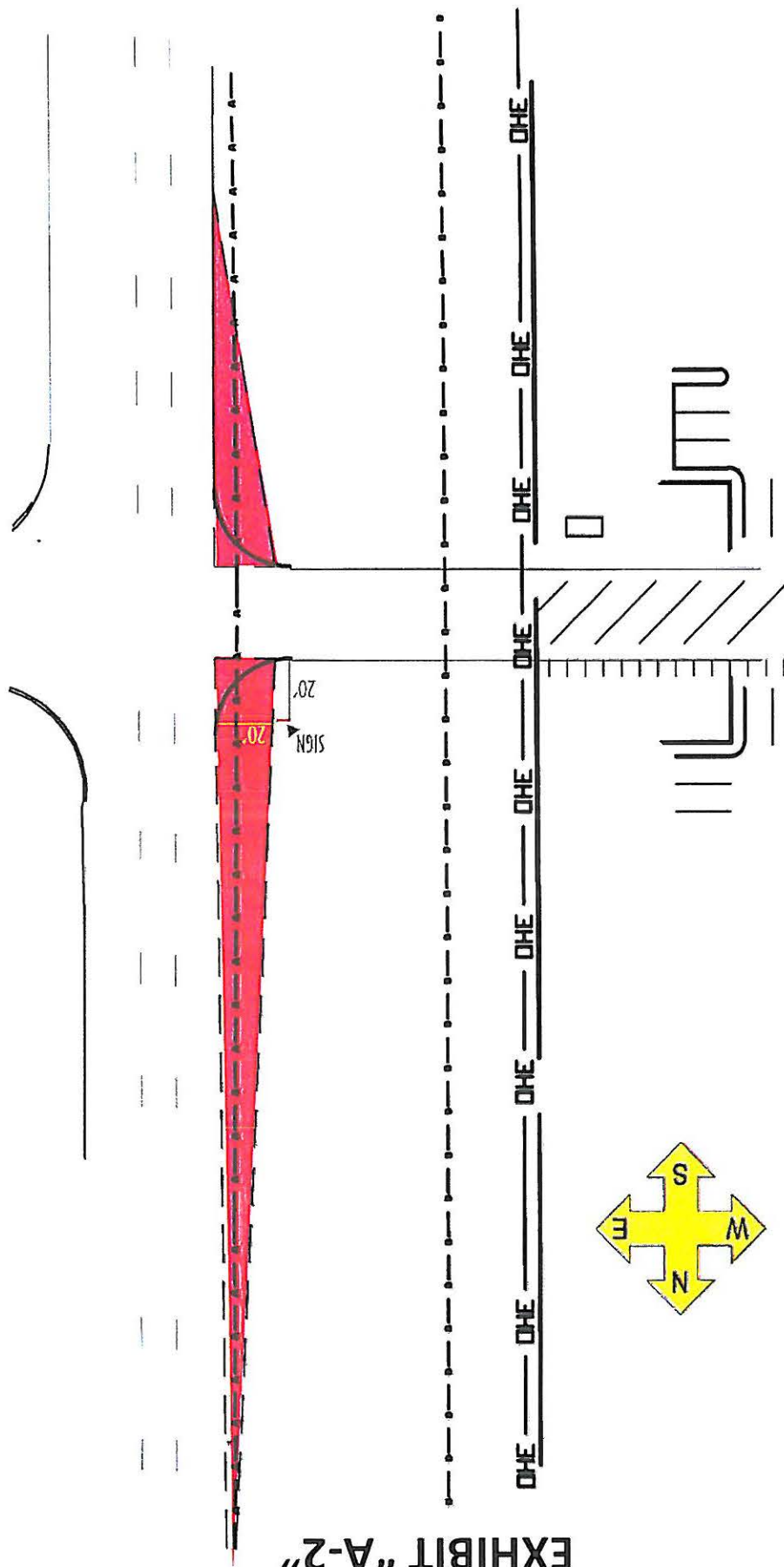


EXHIBIT "A-2"






 ROC 176246	PROJECT HomeGoods Distribution Center		    BUY VETERAN BuyVeteran.com	PAGE 1	OF 1
	LOCATION 7000 S. Alvernon Way 85641			SALESPERSON BOB	DESIGNER BOB
	SCALE 1" = 200' (at 24" x 36")				
	DATE 8.12.2016			FILE NAME	
APPROVED BY					

Exhibit "B"

PARCEL LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

PART OF LOT 6, ALL OF LOT 11 AND LOT 12, BANDES ADDITION, ACCORDING TO BOOK 9 OF MAPS, PAGE 6, AND PORTIONS OF ABANDONED ELVIRA ROAD, RECORDS OF PIMA COUNTY, ARIZONA, BEING A PORTION OF THE EAST HALF OF SECTION 16, TOWNSHIP 15 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16;

THENCE NORTH 00°08'38" WEST, A DISTANCE OF 1322.15 FEET (RECORD), NORTH 01°12'13" WEST, 1322.52 FEET (MEASURED), ALONG THE EAST LINE OF SAID SECTION 16 TO THE 1/16TH CORNER;

THENCE SOUTH 88°53'39" WEST, A DISTANCE OF 200.00 FEET (RECORD), SOUTH 88°53'25" WEST, 200.05 FEET (MEASURED) TO THE WEST RIGHT-OF-WAY LINE OF HUGHES ACCESS ROAD (CURRENTLY ALVERNON WAY) AS SHOWN IN BOOK 7 OF ROAD MAPS, PAGE 22;

THENCE NORTH 01°16'26" WEST (RECORD), NORTH 01°06'35" WEST (MEASURED) ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CORONA ROAD AS RECORDED IN DOCKET 7902, PAGE 1356 AND THE POINT OF BEGINNING;

THENCE NORTH 01°16'26" WEST (RECORD), NORTH 01°12'13" WEST (MEASURED) A DISTANCE OF 1292.85 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 88°53'52" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1108.47 FEET;

THENCE NORTH 01°05'42" WEST, A DISTANCE OF 1283.09 FEET, TO THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID LOT 6;

THENCE SOUTH 88°53'52" WEST, A DISTANCE OF 1276.10 FEET ALONG THE SOUTH LINE OF THE NORTH 40.00 OF SAID LOT 6 TO THE EAST RIGHT-OF-WAY LINE OF PALO VERDE ROAD;

THENCE SOUTH 00°59'19" EAST, A DISTANCE OF 1283.09 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF PALO VERDE ROAD TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 00°59'17" EAST, A DISTANCE OF 1293.17 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF PALO VERDE ROAD, TO THE NORTH RIGHT-OF-WAY LINE OF CORONA ROAD;

THENCE NORTH 88°53'25" EAST, A DISTANCE OF 2391.81 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF CORONA ROAD, TO THE POINT OF BEGINNING.

EXCEPT ALL COAL, GAS, OIL AND OTHER MINERALS AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.