



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

**Requested Board Meeting Date:** December 19, 2017

*\* = Mandatory, information must be provided*

**or Procurement Director Award** ☐

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

James Sieminski Jr. and Angela Marie Sieminski, husband and wife (buyer) ( File Sale-0049)

**\*Project Title/Description:**

Sale of Surplus Property consisting of a portion of tax parcel 101-01-6220 (the "Property")

**\*Purpose:**

The Property is located south of Ina Road, between Mona Lisa Road and Omar Drive. The Property contains 0.071 acres.

The Property has existing improvements made by the buyer encroaching into a natural drainage area. The improvements are a violation of the Floodplain and Erosion Hazard Management Ordinance. Floodplain Management is requiring buyer to legally acquire the encroached area.

James Sieminski Jr. and Angela Marie Sieminski, husband and wife, were the high bidders at the public auction held on October 24, 2017. The purchased price is Six Hundred and Forty Five Dollars (\$645.00), plus an administrative fee of One Thousand Dollars (\$1,000.00), for a total purchase price of One Thousand Six Hundred and Forty Five Dollars (\$1,645.00). The property is being sold pursuant to A.R.S. 11-251(9)

**\*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 property

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

The purchase price was based on an independent fee appraisal by AM Valuation Services, PLLC in the amount of \$645.00.

**\*Retroactive:**

N/A

DEC 12 17 AM 10:08 PC CLK/DJF BD  
ARJ

To: CoB. 12-12-17  
Ver. 1 (2)  
pgs. 4  
Addendum

APPROVED 12/17/21 [signature]

**Contract / Award Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 18\*090  
Effective Date: 12/19/2017 Termination Date: 02/18/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☐ Expense Amount: \$\* \_\_\_\_\_ ☒ Revenue Amount: \$ 1645.00

**\*Funding Source(s) required:**

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

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

**\*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 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ 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): \_\_\_\_\_  
Effective 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: Rita Leon

Department: Real Property Services

Telephone: 724-6462

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_

(Required for Board Agenda/Addendum Items)

<b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b>	<b>CONTRACT</b>
<b>PROJECT: Sale of Surplus Real Property</b>	<b>NO. <u>CTN-PW-18-090</u></b>
<b>SELLER: Pima County, Political subdivision of the State of Arizona</b>	<b>AMENDMENT NO. _____</b>
<b>AMOUNT: \$ 1,645.00</b>	This number must appear on all invoices, correspondence and documents pertaining to this contract.
<b>REVENUE CONTRACT</b>	

### **SALES AGREEMENT**

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, (the "County"), and James Sieminski Jr. and Angela Marie Sieminski, husband and wife, (the "Buyer"). The property is being sold pursuant to A.R.S. 11-251(9)

1. **PROPERTY AND ACQUISITION AMOUNT.** County owns the property described on Exhibit A and depicted on Exhibit A-1 attached hereto (the "Property"). Buyer agrees to acquire from County, and County agrees to convey to Buyer, subject to the terms and conditions set forth herein, fee title to the Property, for the sum of \$645.00, plus an administrative fee of one thousand (\$1,000.00), for a total purchase price of \$1,645.00 (the "Acquisition Amount"), payable as follows:


1.1 The Acquisition Amount will be paid to the County in cash when the Board of Supervisors approves sale.

2. **WARRANTY DEED.** The County will convey to Buyer title to the Property, free and clear of all monetary liens and encumbrances (except property taxes not yet due and payable) but subject to all matters of record and matters that an inspection of the property would reveal.

3. **"AS-IS" SALE.** Buyer accepts the Property, in an "as-is" condition, with no warranty from District of any kind whatsoever, express or implied, as to the condition thereof. County shall not be responsible for any damage to the property prior to buyer taking title.

4. **ESCROW AGENT.** Buyers have elect not to get Title Insurance
5. **POSSESSION AND CLOSING.** Possession of the Property shall be given to the Buyer on the date of closing. Closing shall be on before the date that is thirty (30) days after the date this Agreement is approved by the Board of Supervisors, unless extended by agreement of the parties.
6. **No Leases.** County warrants that there are no written leases on all or any portion of the property.
7. **BROKER'S COMMISSION.** No broker or finder has been used and County owes no brokerage or finders fees related to this transaction. Buyer has sole responsibility to pay all brokerage or finders fees to any agent employed.
8. **Disclosure:** The property being sold has existing improvements made by the buyer encroaching into the drainage easement and a violation of the Floodplain and Erosion Hazard Management Ordinance, Chapter 16 of the Pima County Code. To achieve compliance with the Ordinance, Floodplain Management required the Buyer to legally acquire the encroached area.
9. **No Sale.** County shall not sell or encumber the Property before closing.
10. **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.
11. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties and no modification or amendment to this Agreement shall be binding unless in writing and signed by both parties.

Buyer:

  
James Sieminski Jr

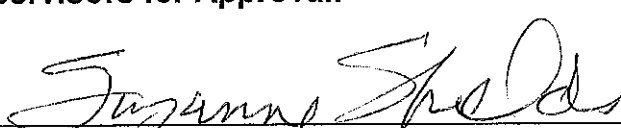
  
Angela Marie Sieminski

Date:

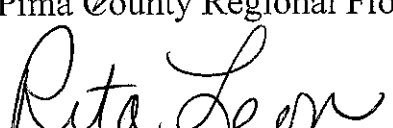
11/12/17

**Recommended to the Board of  
Supervisors for Approval:**

By

  
Suzanne Shields, P.E., Director  
Pima County Regional Flood Control District

By

  
Rita Leon, Acquisition Agent

By

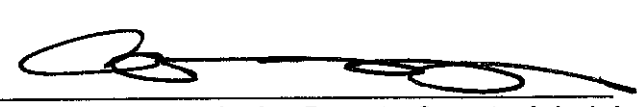
  
Neil Konigsberg  
Manager, Real Property Services

Approved as to form:

  
Tobin Rosen, Deputy County Attorney

11/13/17

By

  
Carmine DeBonis Jr., Deputy County Administrator - Public Works

12/8/17

Approved by Pima County a Political Subdivision  
of the State of Arizona

\_\_\_\_\_  
Chair, Pima County Board of Supervisors

Attest:

\_\_\_\_\_  
Julie Castaneda, Clerk of the Board of Supervisors

Tax Code: 101-01-6220

EVERETT TRUEBLOOD LAND SURVEYING  
6884 W. HERMITAGE PLACE  
TUCSON, ARIZONA 85743  
(520) 888-2549

Job #17-74  
Sheet 1 of 2

EXHIBIT "A"  
LEGAL DESCRIPTION

All that portion of a Natural Drainageway north of Lot 289 as shown on Casas Adobes West No.2 as recorded in Book 28 of Maps and Plats at Page 96 in the office of the Pima County Recorder, and being within Section 04, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County Arizona, described as follows:

Commencing at the most northerly corner of said Lot 289;

Thence South  $53^{\circ} 04' 32''$  West along the northerly property line of said Lot 289 a distance of 45.70 feet to the Point of Beginning;

Thence North  $36^{\circ} 55' 28''$  West a distance of 25.60 feet to a point;

Thence South  $67^{\circ} 44' 48''$  West a distance of 50.40 feet to a point;

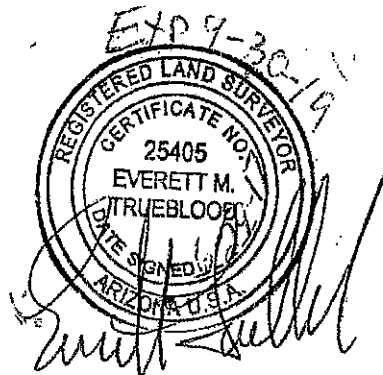
Thence South  $16^{\circ} 46' 48''$  West a distance of 49.10 feet to a point;

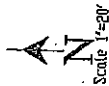
Thence South  $53^{\circ} 04' 32''$  West parallel to the northerly line of said Lot 289 a distance of 66.50 feet to a point;

Thence South  $36^{\circ} 55' 28''$  East a distance of 9.30 feet to a point on the northerly line of said Lot 289;

Thence North  $53^{\circ} 04' 32''$  East a distance of 154.83 feet to the Point of Beginning.

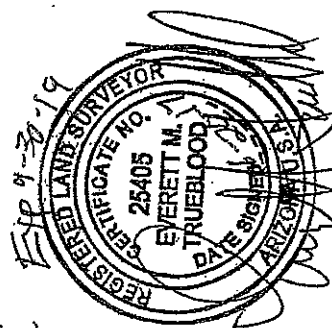
Parcel contains 0.071 Acres.





Scale 1"=20'

# EXHIBIT "A-1"



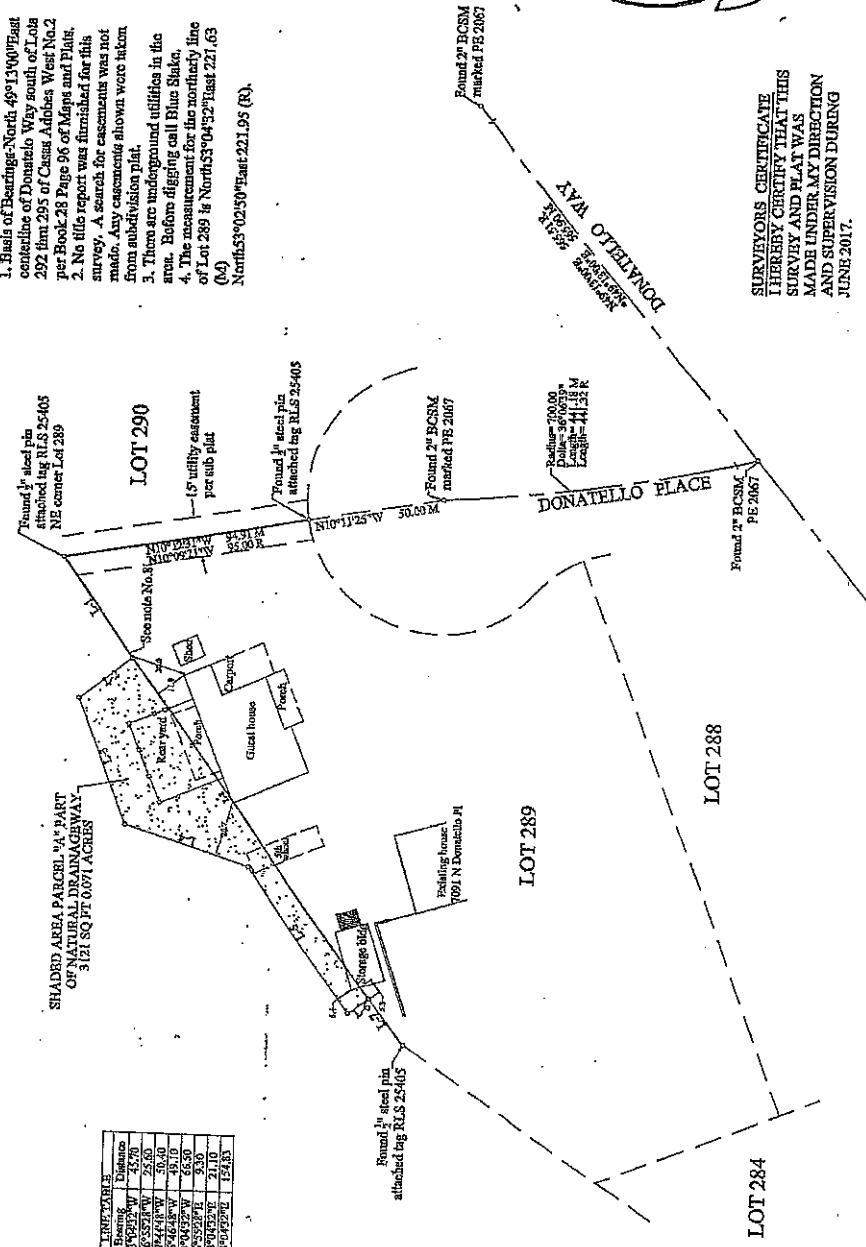
SKETCH  
DEPICTION OF EXHIBIT "A-1"  
Portion of Natural Drainageway  
Census Adobe West No. 2  
Lot 28 at Pg 96, Map 16,  
Within Section 4, Township 13 South,  
Range 13 East, Gila and Salt River

**LEGEND**  
o Indicates set 1/4 pin marked RLS 25405 unless otherwise noted.  
M - Measured  
R - Map or deed record  
BCSM - Brass cap survey

**Notes:**  
1. Basis of Bearings - North 49°13'00" East  
centerline of Donatello Way south of Lots  
292 thru 295 of Census Adobe West No. 2  
per Book 28 Page 96 of Maps and Plats.  
2. No title report was furnished for this  
survey. A search for encumbrances was not  
made. Any encumbrances shown were taken  
from subdivision plat.  
3. There are underground utilities in the  
area. Before digging call Blue Stakes.  
4. The measurement for the northerly line  
of Lot 289 is North 53°04'32" East 221.63  
(04)  
North 53°02'50" East 221.95 (R).

SURVEYORS CERTIFICATE  
I HEREBY CERTIFY THAT THIS  
SURVEY AND PLAT WAS  
MADE UNDER MY DIRECTION  
AND SUPERVISION DURING  
JUNE 2017.

Signed \_\_\_\_\_ Date \_\_\_\_\_



Everett Trueblood Land Surveying  
6834 W. Hermitage Pl.  
Tucson, AZ 85743  
CDED 888-2549