



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

Award  Contract  Grant

Requested Board Meeting Date: March 6, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

City of Tucson (sale-0040)

**\*Project Title/Description:**

Raytheon Expansion Economic Development Incentives: staff requests approval for Pima County to sell to the City of Tucson approximately 16 acres of vacant land located north of Aerospace Parkway and west of Raytheon Parkway (the "Property"), as shown on the attached Property Identification Map.

**\*Purpose:**

The City will purchase the Property to buffer and expand Air Force Plant 44, and for the construction of a new Entry Control Facility which Raytheon and the US Air Force ("USAF") have approved.

**\*Procurement Method:**

Exempt Pursuant to Pima County Code 11.04.020. The Property will be sold pursuant to A.R.S. Section 11-254.04

**\*Program Goals/Predicted Outcomes:**

The City will purchase the Property and transfer the Property to the USAF using expenditures from the City of Tucson Raytheon Annexation Account

**\*Public Benefit:**

To incentivize Raytheon to expand its existing facilities and provide high-quality, high-paying job opportunities.

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

The Property will be sold to the City at its appraised value of \$32,500.00

**\*Retroactive:**

No

To: CoB - 2-20-18  
Ver. - 1  
pgs - 6

**Contract / Award Information**

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 18\*0118

Effective Date: 3/6/2018 Termination Date: 8/5/2018 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* \_\_\_\_\_  Revenue Amount: \$ 32,500.00

\*Funding Source(s) required: General Fund-Raytheon Entry Control

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: Neil Konigsberg

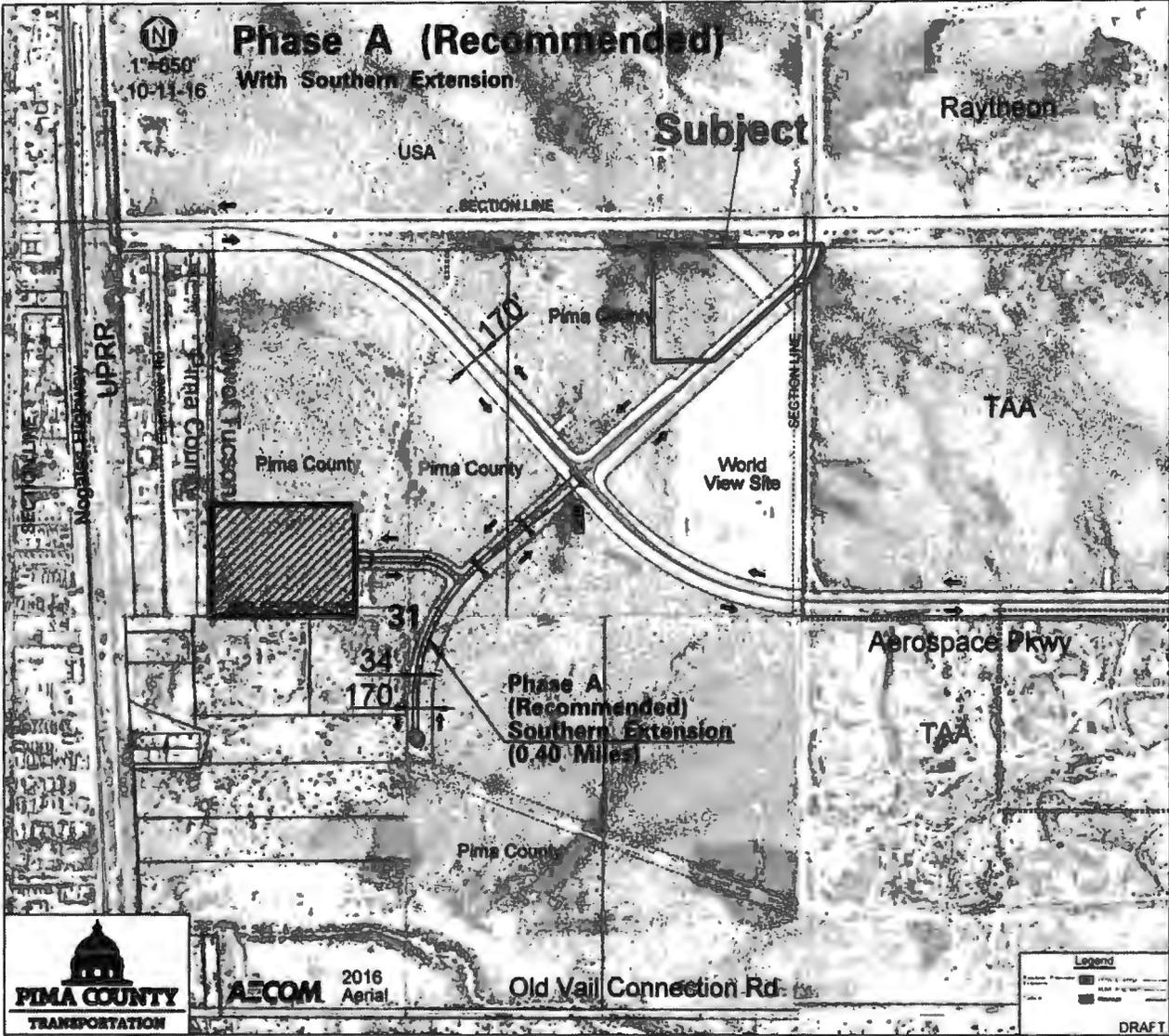
Department: Real Property Services Telephone: 724-6582

Department Director Signature/Date: [Signature] 2/14/18

Deputy County Administrator Signature/Date: [Signature] 2/15/18

County Administrator Signature/Date: [Signature] 2/15/18  
*(Required for Board Agenda/Addendum Items)*

PROPERTY IDENTIFICATION



<b>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</b>  <b>PROJECT: Sale of Surplus Real Property</b>  <b>SELLER: Pima County, a political subdivision</b> <b>BUYER: City of Tucson, a municipal corporation</b> <b>AMOUNT: \$32,500.00</b>  <b>REVENUE: Contract</b>	<b>CONTRACT</b>
	<b>NO. <u>CTN-PW-18-118</u></b> <b>AMENDMENT NO. _____</b> This number must appear on all invoices, correspondence and documents pertaining to this contract.

**SALES AGREEMENT**

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, (the "County"), and City of Tucson, a municipal corporation, (the "Buyer").

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 \$ 32,500.00 (the "Acquisition Amount"), payable as follows:

1.1 The Acquisition Amount will be paid to the County in cash at closing.

2. **SPECIAL WARRANTY DEED.** The County shall deposit into escrow a special warranty deed conveying 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 and the improvements thereon in an "as-is" condition, with no warranty from County of any kind whatsoever, express or implied, as to the condition thereof. County shall not be responsible for any damage to the improvements prior to close of escrow.

4. **DISCLOSURES AND REQUIREMENTS.**

4.1 The Buyer is hereby notified that cultural resources (archaeological, cultural, or historic resources) may be present on the Property. In the event development or ground disturbance is planned, these cultural resources may require

treatment (inventory assessment, and mitigation), approved by Pima County and the State Historic Preservation Office.

4.2 Buyer is solely responsible for conducting its own due diligence regarding the condition of the Property and its suitability for development and use.

5. **ESCROW AGENT.** Stewart Title, located at 6400 N. Oracle Road, Ste 102, is hereby appointed as the "Escrow Agent" for this transaction. Buyer and Seller may elect to close the transaction outside of escrow by mutual consent of parties.

6. **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 and Mayor and Council, unless extended by agreement of the parties.

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. **CLOSING COSTS, TITLE INSURANCE, AND PRORATIONS.** Expenses incidental to transfer of title, recording fees, escrow fees and releases shall be paid 50% by Buyer and 50% by County. If Buyer wishes to obtain an owner's policy of title insurance, Buyer may do so at its own expense. The date of closing shall be used for proration of property taxes and similar costs.

10. **NO SALE.** County shall not sell or encumber the Property before closing.

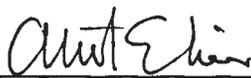
11. **CONFLICT OF INTEREST.** This Agreement is subject to A.R.S. 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interest.

12. **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.

**Buyers Approval and Acceptance:**

City of Tucson, a municipal corporation

ATTEST:

BY:   
\_\_\_\_\_  
Albert Elias, Assistant City Manager

  
\_\_\_\_\_  
Roger W. Randolph      February 6, 2018  
City Clerk

Approved as to form: *Damian Fellows* 2/5/18  
Damian Fellows, Principal City Attorney

Concurrence: *[Signature]* 2/5/18  
James A. Rossi, Real Estate Division Administrator

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

By *[Signature]*  
Manager, Real Property Services

By *[Signature]* 2/15/18  
Deputy County Administrator - Public Works

Approved as to form:  
*[Signature]* 2/14/18  
Deputy County Attorney **TOBIN ROSEN**

APPROVED BY PIMA COUNTY

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

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

Tax Code: 140-52-001G

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that portion of the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 15 South, Range 14 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**COMMENCING** at the North Section corner common to said Sections 31 and 32, a 2 ¼" Steel capped pipe with associated section references, to which the Quarter corner common to Sections 31 and 32, a 1 ½" ACP with associated section references, bears South 00°13'54" East a distance of 2670.77 feet;

**THENCE** along the line common to Sections 31 and 32 South 00°13'54" East a distance of 200.01 feet to the **POINT OF BEGINNING**;

**THENCE** continuing along said common line South 00°13'54" East a distance of 40.89 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 311.00 feet, a central angle of 07°40'21", and to which a radial line bears South 76°15'55" East;

**THENCE** along the arc of said curve to the left a distance of 41.65 feet to a point on a line 200 feet south of and parallel with the north line of said Section 32;

**THENCE** along said parallel line, North 89°11'27" East a distance of 120.63 feet to the beginning of a non-tangent curve concave to the west having a radius of 431.00 feet, a central angle of 41°10'37', and to which a radial line bears South 85°51'19" East;

**THENCE** along the arc of said curve to the right a distance of 309.75 feet to a point on the west line of Section 32;

**THENCE** along said west line South 00°13'54" East a distance of 10.50 feet to a point on a line 484 feet south of and parallel with the north line of said Section 31;

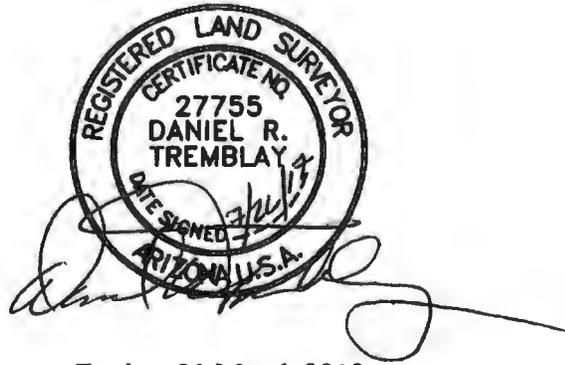
**THENCE** along said parallel line South 89°11'12" West a distance of 65.28 feet to a point on a line 24 feet southeasterly of and parallel with the centerline of Raytheon Parkway as shown on the Right of Way plans for Pima County Improvement Project #4HARDR;

**THENCE** along said parallel line South 47°26'06" West a distance of 783.90 feet to a point on a line 1006 feet south of and parallel with the north line of said Section 31;

**THENCE** along said parallel line South 89°11'12" West a distance of 428.25 feet to a point on a line 1073 feet west of and parallel with the east line of said Section 31;

**THENCE** along said parallel line North 00°13'54" West a distance of 806.04 feet to a point on a line 200 feet south of and parallel with the north line of said Section 31;

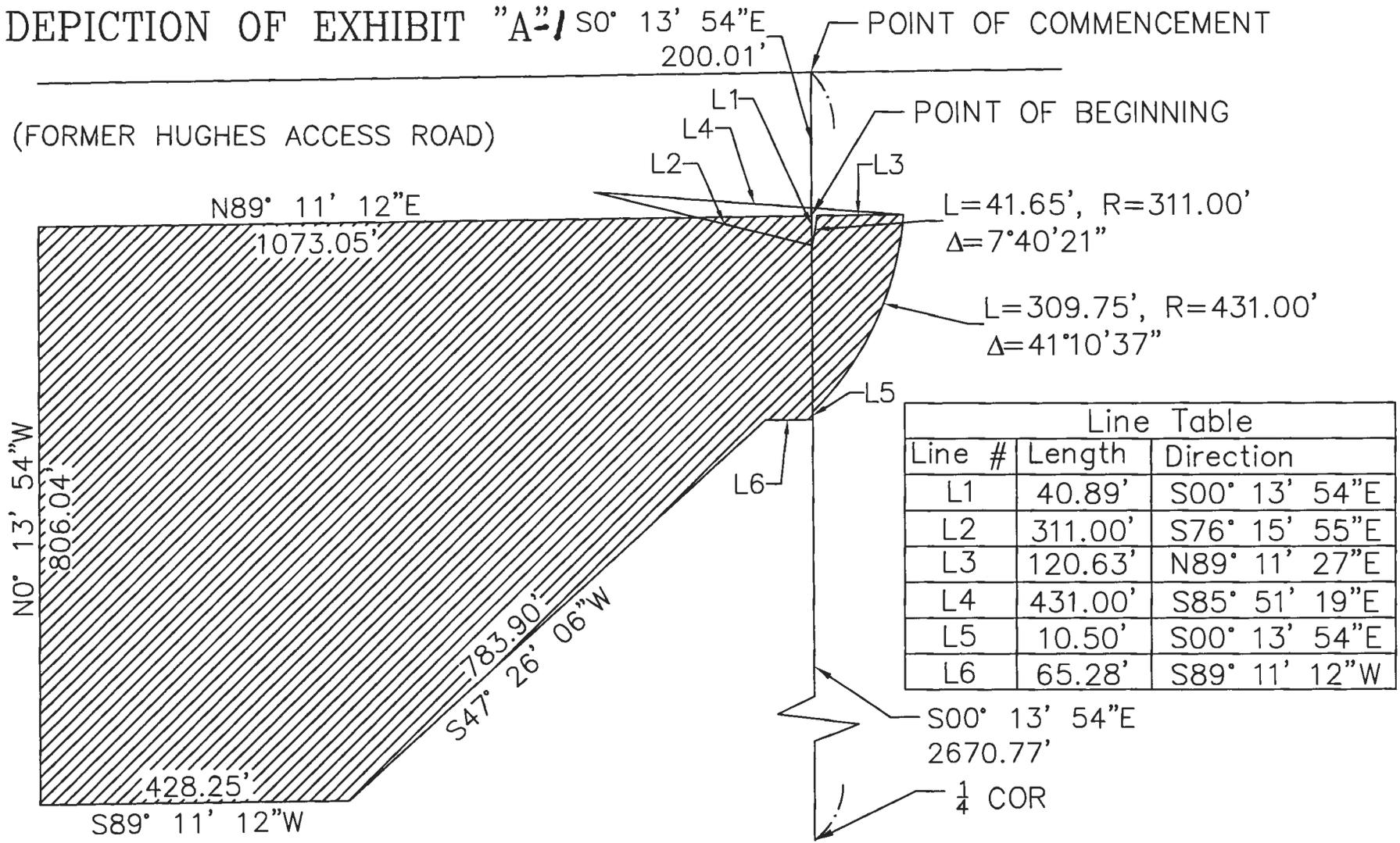
**THENCE** along said parallel line North 89°11'12" East a distance of 1073.05 feet to the **POINT OF BEGINNING**.



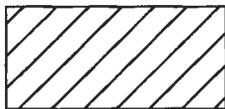
Expires 31 March 2018

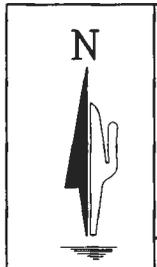
# DEPICTION OF EXHIBIT "A"

(FORMER HUGHES ACCESS ROAD)



Line Table		
Line #	Length	Direction
L1	40.89'	S00° 13' 54"E
L2	311.00'	S76° 15' 55"E
L3	120.63'	N89° 11' 27"E
L4	431.00'	S85° 51' 19"E
L5	10.50'	S00° 13' 54"E
L6	65.28'	S89° 11' 12"W

  
 PARCEL AREA  
 = 16.126  
 ACRES +/-



## PIMA COUNTY SURVEY

A PORTION OF SECTIONS 31 & 32,  
 TOWNSHIP 15 SOUTH, RANGE 14 EAST,  
 GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA