



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 6, 2018

** = Mandatory, information must be provided*

or Procurement Director Award ☐

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

Ronald M. Lanning and Joyce L. Lanning, husband and wife ("Buyer")

***Project Title/Description:**

Sale of Surplus Property: Tax Parcel 213-27-0040 (the "Property"); RPS File No.: Sale-0043

***Purpose:**

The Property is a 4.44 acre parcel, with an accessory building. The Property was forfeited to Pima County when the defendant in a criminal proceeding used the Property as an appearance bond, and the defendant failed to appear. The Property is now surplus and is being sold pursuant to A.R.S. 11-251(9). County staff obtained variances to allow an existing accessory building (garage) without a main building, and to increase the accessory structure to 1,730 sq ft. The Board approved the sale of the Property on June 6, 2017. Buyer was the high bidder at the public auction held September 25, 2018.

***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:**

An independent fee appraiser valued the property on 1/30/2017 at \$64,000, and updated on 8/2/2018 at \$47,200.00. 90% of the appraisal is \$42,480.00. Total purchase price \$42,480.00.

***Retroactive:**

N/A

To: COB- 10-18-18
Ver. - 1
Pgs- 10
(2)

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 19*052
Effective Date: 11/6/2018 Termination Date: 01/06/2019 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* 05 LP ☒ Revenue Amount: \$ 42,480.00

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

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

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

If Yes, 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: [Signature] 10/11/2018

Deputy County Administrator Signature/Date: [Signature] 10/15/18

County Administrator Signature/Date: [Signature] 10/15/18

(Required for Board Agenda/Addendum Items)

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Sale of Surplus</p> <p>SELLER: Pima County, a political subdivision</p> <p>AMOUNT: \$ 42,480.00</p> <p>REVENUE CONTRACT</p>	<table border="1"> <tr> <td data-bbox="917 304 1432 346" style="text-align: center;">CONTRACT</td> </tr> <tr> <td data-bbox="917 346 1432 409"> NO. <u>CTN-PW-19-052</u> </td> </tr> <tr> <td data-bbox="917 409 1432 451"> AMENDMENT NO. _____ </td> </tr> <tr> <td data-bbox="917 451 1432 577"> <small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small> </td> </tr> </table>	CONTRACT	NO. <u>CTN-PW-19-052</u>	AMENDMENT NO. _____	<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>
CONTRACT					
NO. <u>CTN-PW-19-052</u>					
AMENDMENT NO. _____					
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>					

SALES AGREEMENT

This Agreement is made by and between Pima County, a political subdivision of the State of Arizona, (the "County"), and Ronald M. Lanning and Joyce L. Lanning, husband and wife, (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 \$42,480.00 (the "Acquisition Amount"), payable as follows:

1.1 \$5,000.00, in cashier's check made out to the Escrow Agent, as an earnest money deposit which Buyer will deposit in escrow on the day this Agreement is executed by the County (the "Opening Date"). Escrow Agent is hereby instructed to deposit all such payments in a federally insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Tucson, Arizona. If the escrow closes, all earnest money deposits in escrow shall be credited against the Acquisition Amount, and any interest earned on the earnest money deposits shall be paid to Buyer. If the escrow fails to close because of a default by County, then the earnest money and all interest earned thereon shall be returned to Buyer. If the escrow fails to close because of a default by Buyer, then the earnest money and all interest earned thereon shall be paid to County.

1.2 The remainder of 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 in the form attached as Exhibit B, 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 Bidder is hereby notified that cultural resources (archaeological, cultural, or historic resources) may be present on the subject 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 Each Bidder is solely responsible for conducting its own due diligence regarding the condition of the Site and its suitability for development and use.

4.3 The property is being sold with an accessory structure. The structure was permitted in 1991 as a detached garage. The structure will not be permitted as a residential use due to Pima County Regional Flood Control District flood status, requiring structures on the property to be elevated 18".

4.4 The Bidder is aware that there is no electricity to the property. Trico will not start electric until the electric box is moved to the outside of the accessory structure.

4.5 Septic: County makes no warranty with regard to the condition of the septic system. Existing septic system on the property needs to be abandoned and either a completely new, certified septic system installed to include new tank with leach field, or property must be lawfully connected to Pima County sewer system.

5. **ESCROW AGENT.** Stewart Title, located at 3939 East Broadway, is hereby appointed as the "Escrow Agent" for this transaction. Cyd Bradford is the escrow agent assigned to this transaction.

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, unless extended by agreement of the parties.

7. **BROKER'S COMMISSION.** Seller will pay any commission due to Josh Mattison, Picture Rock Realty and Buyer will pay any commission due to their broker if any.

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.

Buyer:

Ronald M. Lanning
Ronald M. Lanning

Joyce L. Lanning
Joyce L. Lanning

Date: Sept. 25, 2018

Date: 9-25-2018

Recommended to the Board of Supervisors for Approval:

By Rita Leon
Rita Leon, Acquisition Agent

By Neil Konigsberg
Neil Konigsberg Manager, Real Property Services

By Carmine DeBonis 10/13/18
Carmine DeBonis, Deputy County Administrator - Public Works

Approved as to form:

Kell Olson
Kell Olson, Deputy County Attorney

APPROVED BY PIMA COUNTY

Richard Elias Chairman, Pima County Board of Supervisors

Attest:

Julie Castaneda, Clerk of the Board of Supervisors

Tax Code: 213-27-0040

Exhibit "A"

The South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 18, Township 13 South of Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona.

Pima County, 20171024
5101 N Avra Rd, Page 49

213-24 NE 1/4
-25 NW 1/4
-26 SW 1/4
-27 SE 1/4

FORMERLY
204-01
4/11

PROJECT
PHASE TWO

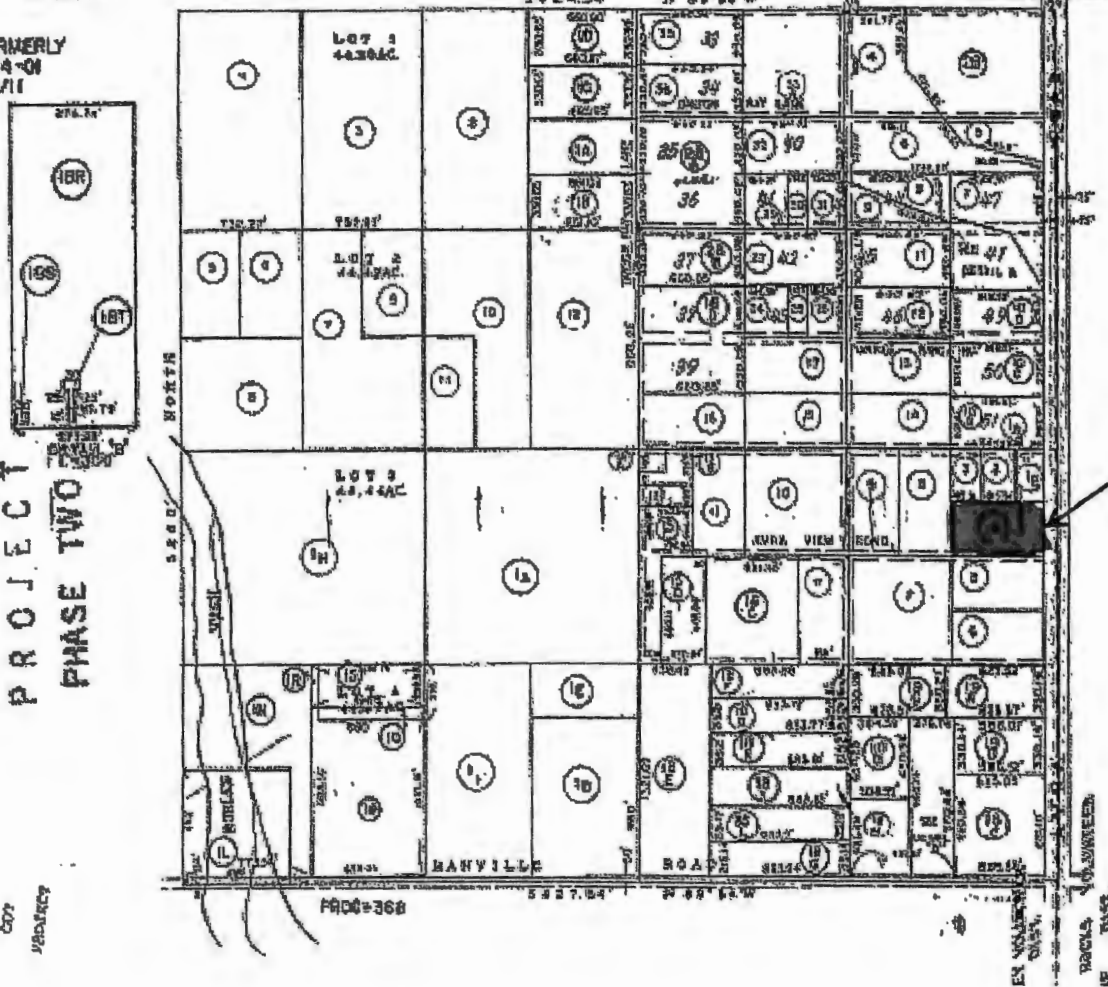


Exhibit "B"

When Recorded, Please Return to:

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantor" herein, does hereby convey to Ronald M. Lanning and Joyce L. Lanning, husband and wife, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** attached hereto.

Subject to all taxes and other assessments, reservations in Patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record and all matters a survey or inspection of the Property would reveal.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and no other, subject to the matters set forth above.

Restrictive Covenant.

Restriction. By accepting the Property, the Grantee, for himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Page 1 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors: 11/6/18	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0043	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Nature of Restriction. This Restrictive Covenant shall apply in perpetuity and shall run with the Property. The Restriction imposed shall be non-revocable without the written consent of at least 4 of the 5 members of the Pima County Board of Supervisors. The Restriction shall remain in effect notwithstanding any future annexation of any portion of the land by a municipality.

Enforcement of Restriction. Grantor may enforce the terms of this Restrictive Covenant through any available legal or equitable remedy, including but not limited to damages, and injunctive relief requiring the Grantee to cease and desist all activity in violation of this Restrictive Covenant. The failure of Grantor to insist upon the full and complete performance of any of the terms and conditions of this Restrictive Covenant, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

Protection of Cultural Resources.

In compliance with Pima County Board of Supervisors Policy Number C 3.17, Grantee is hereby notified that buried cultural resources (archeological or historic resources) may be present on the Property. In the event development or ground disturbance is planned, cultural resources compliance (inventory, assessment and/or mitigation) will be required, as approved by Pima County.

Grantee is aware that there may be limitations on ground disturbing activity and conveyance of title before cultural resources compliance requirements are met. All such inventory, assessment and/or mitigation costs are the responsibility of Grantee.

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EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:11/6/18	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0043	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

Grantor: Pima County, a political subdivision of
State of Arizona

By: Neil Konigsberg Manager,
Pima County Real Property Services

Date

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of
_____, 2018 by Neil Konigsberg, Manager Pima County Real Property Pima
County Real Property Services.

Notary Public

My Commission Expires: _____

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EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:11/6/18	Right of Way [] Parcel []
Agent: RL	File #: Sale-0043	Activity #:	P [X] De [] Do [] E []

Exhibit "A"

The South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 18, Township 13 South of Range 11 East of the Gila and Salt River Base and Meridian, Pima County, Arizona.
