



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 2, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

City of Tucson, a municipal corporation (the "City")

***Project Title/Description:**

Sale of Surplus Property: A portion of Tax Parcel 205-67-006B (the "Property")

***Purpose:**

The Property is vacant land located on the Southwest corner of Old Spanish Trail and Jeremy Crossing Road, and contains 1,500 square feet. RFCD will retain the balance of 172.42 acres. The City needs to acquire the Property for a public improvement known as: Thunderhead Pressure-Reducing Valve (PRV) Station (W235). The Property is being sold pursuant to A.R.S. Sections 48-3603(I); 9-402.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Pima County Regional Flood Control District will receive revenue and will no longer have liability and maintenance responsibility for the property.

***Public Benefit:**

Receipt of the purchase price and the City would be able to complete the Thunderhead PVR Station (W235)

***Metrics Available to Measure Performance:**

The property will be sold to the City at the appraised value of \$100.00.

***Retroactive:**

NO

A location map is attached.

TO: COB 6-17-19 (2)
Vers.: 1
P85.: 11

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 19*0220
Effective Date: 7/2/2019 Termination Date: 11/1/2019 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 100.00

***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] 6/11/19

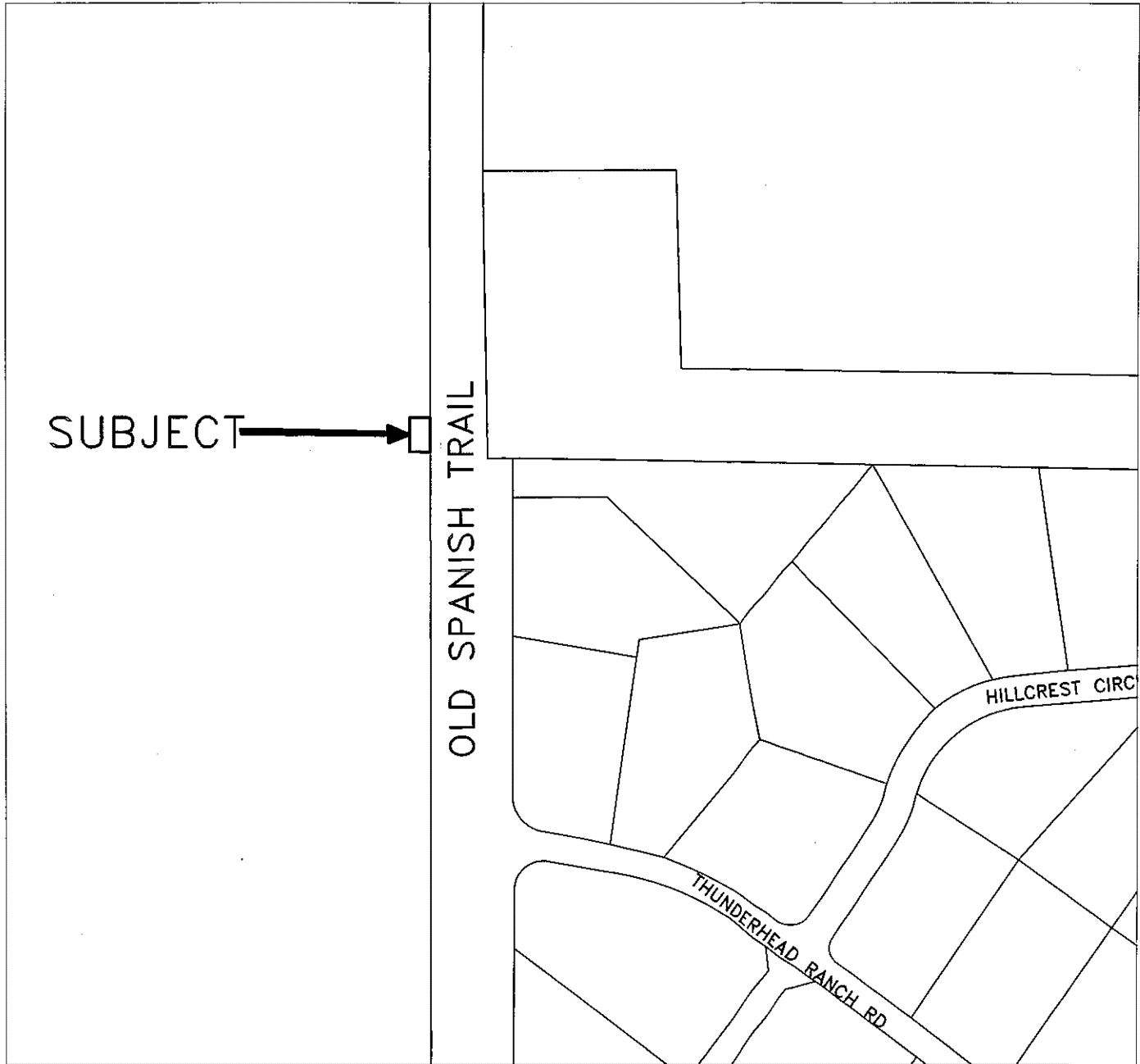
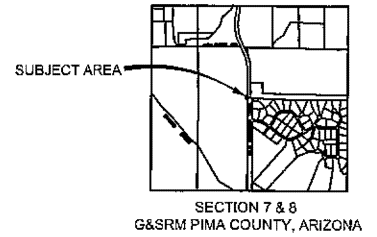
Deputy County Administrator Signature/Date: [Signature] 6/11/19

County Administrator Signature/Date: [Signature] 6/12/2019

(Required for Board Agenda/Addendum Items)

LOCATION MAP

SECTION 7 & 8
TOWNSHIP 15 SOUTH
RANGE 16 EAST



PORTION OF PARCEL 205-67-006B



19017

PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT

DRAWING NOT TO SCALE

DRAWN BY: SBUTLER

DATE: JUNE 2019

PURCHASE AGREEMENT

AGREEMENT between PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona, Seller, hereinafter referred to as **Grantor**, and the CITY OF TUCSON, a municipal corporation, Buyer, hereinafter referred to as **Grantee**.

IT IS HEREBY AGREED AS FOLLOWS:

That Grantor shall sell and Grantee shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title to the following described real property (the "Acquisition Area"):

SEE ATTACHED EXHIBIT "A"

Together with all improvements thereon as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "B", free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Grantee in relation to the public improvement known as: Thunderhead PRV Station (W235).

Purchase Amount: The Grantee shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

INTEREST TO BE ACQUIRED	SQ. FT.	VALUE OF AREA TO BE ACQUIRED
Fee Simple Acquisition	1,500	\$0.0528/sq. ft. x 1,500 sq. ft. = \$79.20
ROUNDED JUST COMPENSATION/OFFER		\$100.00

The performance of this Agreement constitutes the entire consideration by the Grantee, including just compensation as required by law and shall relieve the Grantee of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Grantee for closing of sale. Grantor shall place into escrow all necessary documents to convey the above referenced real property interests to Grantee, attached here as Exhibit "A", free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Grantee. If title insurance is desired by Grantee, it shall pay premium therefore. All instruments of conveyance shall be in a form approved by the Grantee, with fee title transfers by Special Warranty Deed in form attached as Exhibit "C".

No Sale or Encumbrance: The Grantor shall not sell or encumber the Acquisition Area prior to closing.

1 **Closing:** Closing shall be on or before the later of 60 days after the date this Agreement is
2 accepted and approved by the Grantee; or 30 days after receipt of all necessary releases or
3 consents to convey the Acquisition Area free and clear of all liens and encumbrances.
4

5 **Security Interest:** Monies payable under this Agreement may be due holders of secured and
6 unsecured obligations (Lienholders) up to and including the total amount of principal, interest
7 and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall
8 be required to provide any necessary releases or consents for the Acquisition Area.
9

10 **No Leases:** Grantor warrants that there are no oral or written leases on all or any portion of the
11 Acquisition Area. Grantor shall hold Grantee harmless and reimburse Grantee for any and all of
12 its losses and expenses occasioned by reason of any undisclosed lease or any lease of said
13 property held by any tenant of Grantor.
14

15 **Sale in Lieu of Condemnation:** The sum paid by Grantee represents full and complete payment
16 due Grantor, including but not limited to any and all severance damages as to any remaining
17 property owned by Grantor. Grantor herein acknowledges the sale of real property to the
18 Grantee may have tax consequences to Grantor, and is advised to seek legal and/or financial
19 assistance as necessary to determine those consequences, which may include reporting of income
20 received from the sale to the Internal Revenue Service.
21

22 **Inspection:** The Grantor shall permit the Grantee to conduct such inspections of the Acquisition
23 Area and/or the Grantor's remaining property as the Grantee deems necessary. If inspections
24 indicate a potential condition and further testing or inspection is recommended, the parties
25 hereby agree to extend the date of closing to at least 30 days after the issuance of a final report
26 for such additional testing or inspection.
27

28 **Environmental:** If any environmental inspection reveals the presence of contamination or the
29 need to conduct any environmental clean-up, the Grantor shall remediate all contamination
30 within the Acquisition Area to bring it into compliance with all applicable Federal, State or local
31 environmental regulations and to the satisfaction of the Grantee prior to closing. Grantor
32 defends, indemnifies, and holds the Grantee and its employees, successors, assigns, agents,
33 contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"),
34 harmless from and against any and all liability, obligations, losses, damages, penalties, claims,
35 environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses,
36 and disbursements, including legal fees and expenses of whatever kind and nature (collectively
37 "claims" or "damages") imposed on, incurred by, or reserved against the indemnitees in any way
38 relating to or arising out of any noncompliance with any federal, state, or local environmental
39 laws, the existence or presence of any regulated substance on or emanating from the Grantor's
40 property and any claims or damages in any way relation to or arising out of the removal,
41 treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under,
42 or emanating from the Grantor's property.
43

44 **Possession:** The Grantor hereby grants to the Grantee, its agents and assignees, Right of Entry to
45 the Acquisition Area for project related purposes including but not limited to construction. If
46 this Agreement is not acted upon by the City Manager within 90 days of the Grantor's

1 acceptance of this Agreement, this Right of Entry shall be terminated immediately and without
2 further act or action. Possession of the Acquisition Area shall be given to Grantee upon close of
3 escrow and recording of the documents conveying the Acquisition Area.
4

5 **Risk of Loss:** The Grantor shall be responsible for the risk of loss for any and all damage to the
6 improvements located on or within the Acquisition Area prior to close of escrow and recording
7 of the documents conveying the Acquisition Area.
8

9 **No Salvage:** The Grantor shall not salvage or remove any fixtures, improvements or vegetation
10 located within the Acquisition Area without prior written approval of the Grantee. Any personal
11 property located on or within the Acquisition Area must be removed prior to close of escrow.
12

13 **Broker's Commission:** No broker or finder has been used and the Grantee shall owe no
14 brokerage or finder's fee related to this transaction. The Grantor has the sole obligation to pay
15 all brokerage or finders fees to any agent employed.
16

17 **Conflict of Interest:** This Agreement is subject to A.R.S. § 38-511, which provides for
18 cancellation of contracts by the Grantee for certain conflicts of interest.
19

20 **Survival of Representations and Warranties:** All representations and warranties contained in
21 this Agreement shall survive the closing of escrow.
22

23 **Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by
24 reference with the same force and effect as if fully set forth herein.
25

26 **Entire Agreement:** This agreement contains the entire agreement between the Grantor and
27 Grantee. All understandings, conversations and communications, oral or written, between
28 Grantor and Grantee, or on behalf of either of them, are merged into and superseded by this
29 agreement and shall be of no further force or effect. No modification or amendment to this
30 Agreement shall be binding unless in writing and signed by both the Grantor and the Grantee.
31


32 **Relocation Benefits:** The Grantee acknowledges that the Grantor may be entitled to relocation
33 benefits pursuant to A.R.S. § 11-961 et seq.
34

35 **Binding Effect:** This agreement and its rights, privileges, duties and obligations shall inure to
36 the benefit of and be binding upon each of the parties hereto, together with their respective
37 successors and permitted assigns. In the event Grantor sells or attempts to sell an interest in any
38 portion of the subject property of which the Acquisition Area is a part, Grantor agrees to tender
39 this agreement to the buyer or prospective buyer, who shall take the property interest subject
40 thereto.
41

42 **Authority:** Grantee represents and warrants that it is a municipal corporation duly organized,
43 validly existing under the laws of the state of its formation, that it has all the requisite power and
44 authority to execute this agreement through the signature(s) below, and to perform its obligations
45 hereunder. Grantor represents and warrants that it has all the requisite power and authority to
46 execute this agreement through the signature(s) below, and to perform its obligations hereunder.

1 This sale is subject to approval by the City Manager, and if forwarded for review, subject to
2 approval of the Mayor and Council. The Grantee reserves the right to reject any and all offers
3 either at the City Manager or Mayor and Council level of authority. Ninety (90) days from the
4 date of acceptance by Grantor are hereby given to the Grantee to obtain official Mayor and
5 Council acceptance of this offer. If accepted, the acceptance portion of this instrument shall be
6 signed by the Grantee and delivered to the Grantor within ten (10) business days following the
7 date of acceptance.

8
9 Recommended to the Board of Directors for Approval:

10
11 By 
12 Susanne Shields, Director
13 Pima County Regional Flood Control District
14

15
16 By 
17 Neil Konigsberg, Manager
18 Real Property Services
19

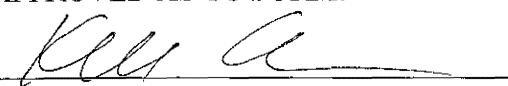
20
21 GRANTOR: Pima County Regional Flood Control District, a special taxing district of
22 the State of Arizona
23

24
25 By: _____
26 Richard Elias, Chairman, Board of Directors
27

28 ATTEST:

29
30 _____
31 Julie Castaneda, Clerk of the Board
32

33 APPROVED AS TO FORM:

34 
35 Kell Olson, Deputy County Attorney
36

37
38 STATE OF ARIZONA)
39) ss
40 COUNTY OF PIMA)

41 The foregoing instrument was acknowledged before me this ____ day of _____,
42 2019, by Richard Elias, the Chairman of the Board of Directors of the Pima County Regional
43 Flood Control District, a special taxing district of the State of Arizona.
44

45 (Seal)

46 _____
Notary Public

1 Grantee agrees to purchase the above-described property at the price and under the terms and
2 conditions herein set forth.

3
4
5 Grantee accepted this _____ day of _____, 2019.

6
7 CITY OF TUCSON, a municipal corporation
8
9

10
11 By: _____
12 Albert Elias, Assistant City Manager
13
14

15
16
17 Approved as to form: _____ / /
18 Damian Fellows, Principal City Attorney
19
20

21
22
23 Approved as to content: _____ / /
24 Sandy Elder, Deputy Director
25
26

27
28 Concurrence: _____ / /
29 John Cahill, Interim Real Estate Administrator

Exhibit "A"



CITY OF
TUCSON
Tucson Water Department
Planning and Engineering
310 W. Alameda-Tucson, AZ 85726

July 16, 2018
SR 3097
Thunderhead Ranch PRV Parcel
Page 1

DESCRIPTION OF PARCEL

That portion of the Northwest One-Quarter (NW 1/4) of Section 8, Township 15 South, Range 16 East, Gila and Salt River Meridian, Pima County, Arizona being:

Bounded on the South by the South line of said Northwest One-Quarter (NW 1/4) of Section 8;

Bounded on the North by a line 50.00 feet North of and parallel with said South line of said Northwest One-Quarter (NW 1/4);

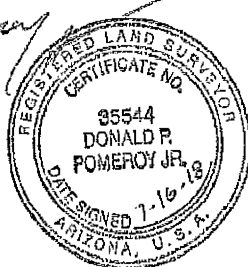
Bounded on the East the Westerly Right of Way of *Old Spanish Trail*.

Bounded on the West by a line 30.00 feet West of and parallel with said Westerly Right of Way of *Old Spanish Trail*.

Prepared for and on behalf of:

CITY OF TUCSON WATER DEPT.
PLANNING AND ENGINEERING.

Donald P. Pomeroy, Jr.
AZ RLS 35544



Expires 12/31/18

310 W. Alameda • P.O. Box 27210 • Tucson, AZ 85726

Exhibit "A" continued

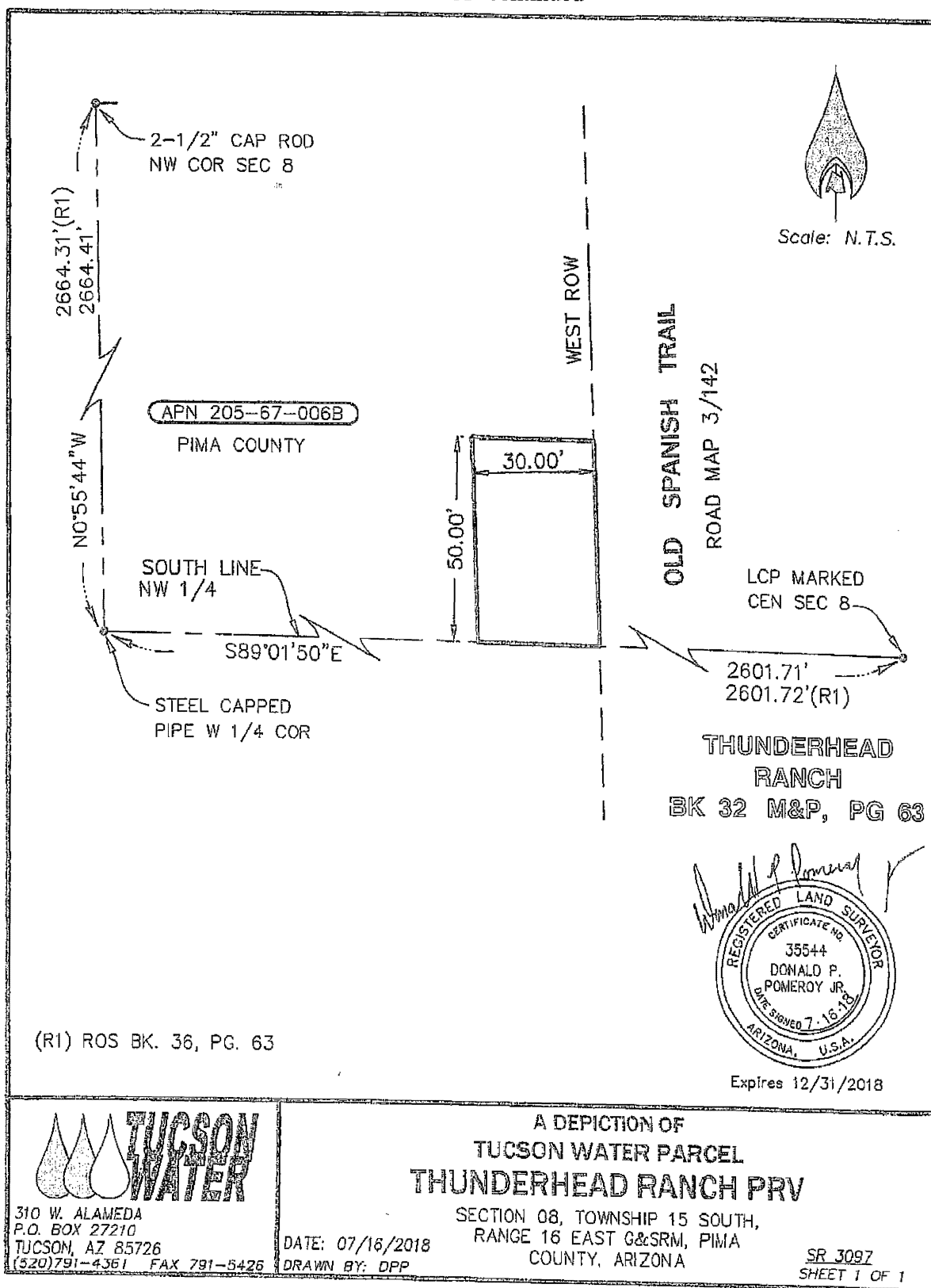


Exhibit "B"

**CITY OF TUCSON - REAL ESTATE DIVISION
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our letter of **November 27, 2018** and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: Vacant land located at the southwest corner of Old Spanish Trail & Jeremy Crossing Road, Pima County, Arizona

APN: 205-67-006B

Property of: Pima County Flood Control District

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	SQ. FT.	VALUE OF AREA TO BE ACQUIRED
Fee Simple Acquisition	1,500	\$0.0528/sq. ft. x 1,500 sq. ft. = \$79.20
ROUNDED JUST COMPENSATION/OFFER		\$100.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

Dated: _____ OWNER SIGNATURE: _____

EXHIBIT C

When Recorded, Please Return to:

Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

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 City of Tucson, a municipal corporation, 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.

For purposes of a project known as Thunderhead PRV Station (W235)

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

Page 1 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0066	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C

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.

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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Page 2 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0066	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>

EXHIBIT C

Grantor: Pima County Regional Flood Control District

By: Neil J. 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 J. Konigsberg, Manager Pima County Real Property Services.

Notary Public

My Commission Expires: _____

Page 3 of 3

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way <input type="checkbox"/> Parcel <input type="checkbox"/>
Agent: RL	File #: Sale-0066	Activity #:	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>