



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/15/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

General Services Administration (GSA)

***Project Title/Description:**

Sale of Government Real Property

***Purpose:**

Pima County will acquire Assessor tax parcel 303-33-024E at 1580 W Duval Mine Road together with an access and parking easement, collectively known as the Titan Missile Museum (Titan II ICBM Site 571-7). (RPS Acquisition file Acq-1010)

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020.

***Program Goals/Predicted Outcomes:**

Pima County will acquire 9.9 acres of land containing the existing Titan Missile Museum from the United States of America.

***Public Benefit:**

This acquisition allows for Pima County to continue operation of the Titan Missile Museum.

***Metrics Available to Measure Performance:**

Acquisition of 9.9 acres of land and improvements, together with access and parking for \$655,000 which includes an appraised value of \$650,000 and up to \$5,000 in closing costs.

***Retroactive:**

No.

TO: COB 11-1-2022 (2)
Vers: 1
pgs: 14

NOV01'22AM1109PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CT Department Code: RPS Contract Number (i.e., 15-123): 23*0229
 Commencement Date: 11/15/2022 Termination Date: 3/14/2023 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 655,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: GED-Aerospace Foundation, Titan Missile**

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 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____
 Prior Contract No. (Synergen/CMS): _____
☐ Expense ☐ 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): _____
 Commencement 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: Aaron Mergenthal

Department: Real Property Services

Telephone: 724-6307

Department Director Signature: _____

Date: 10/28/2022

Deputy County Administrator Signature: _____

Date: 10/28/2022

County Administrator Signature: _____

Date: 10/29/2022



ADV Contract Number: CT-RPS-23*0229

**GSA Pacific Rim Region
Office of Real Property Utilization and Disposal (9PZ)**

**OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE
by authority under
40 U.S.C 545(b)(8) and (9) Negotiated Disposal
40 U.S.C 545(e)(A)(ii) An Explanatory Statement for Negotiated Disposal**

**BETWEEN
Pima County and United States of America**

**SALE OF GOVERNMENT REAL PROPERTY
Former Air Force Facility Missile Site 8
Currently known as Titan Missile Museum
1580 W Duval Mine Rd
Green Valley, Pima County, AZ 85614
Assessor's Parcel Number: 303-33-024E**

A. OFFER

Subject to all of the terms and conditions of this Offer to Purchase, PIMA COUNTY ("Purchaser"), hereby offers to purchase from the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services ("GSA") ("Seller"), that certain surplus real property formerly known as the Air Force Facility Missile Site 8, currently operated under a lease by Pima County known as the Titan Missile Museum, consists of approximately 9.9 acres of land and improvements, on an "as is, where is" basis, all as more particularly described in the attached description (Exhibit "A"), together with all of Seller's right, title and interest in and to all easements, rights and privileges appurtenant thereto, including any right, title and interest of Seller in and to adjacent streets, alleys or rights of way (all of which is called the "Property" herein).

This Sales Contract, referred to hereinafter as "Offer to Purchase" includes the following Exhibits: Exhibit "A" - Legal Description; Exhibit "B" Draft Quitclaim Deed; Exhibit "C" Resolution of Pima County and/or Evidence of Authorization to Purchase the Real Property with approval of necessary funding.

B. PURCHASE PRICE

The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all offers.

The purchase price of the Property shall be on an ALL-CASH basis and in the sum of **\$650,000.00** (the "Purchase Price").

Purchaser is expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

The Purchase Price shall be payable as follows:

1. Concurrently with its execution of this Offer, Purchaser shall deposit with Seller as an earnest money deposit the amount of **\$130,000.00** (20% of purchase price) in the form of an electronic funds transfer (wire transfer). Please use the attached "Format for Funds Transfer Messages to Treasury" and provide the form to your financial institution to process the wire transfer. Once the wire transfer is processed, you shall notify and e-mail a copy of bank wire confirmation to both of the following GSA Points of Contact:

Mr. Luis Blandon, GSA Administrative Officer
Office: 415-734-8367
Email: Luis.Blandon@gsa.gov

Ms. Sophia Taylor, GSA Disposal Realty Specialist
Office: 415-527-7498
Email: Sophia.Taylor@gsa.gov

2. In accordance with the conditions specified in the paragraph E(10)(D), Purchaser shall pay the balance of the purchase price in the amount of **\$520,000.00** to Seller at Closing in the form of an electronic funds transfer (wire transfer).

C. AGREEMENT OF THE PARTIES

Upon acceptance of this Offer to Purchase, Seller shall convey its interest in the Property to Purchaser by Quitclaim Deed, which shall be in substantially the same form and substance as the Quitclaim Deed attached hereto as Exhibit "B" and subject to the following:

1. Any statement of facts which a physical inspection and a correct and adequate survey of the premises may disclose.
2. The title to the Property will be conveyed subject to all easements, conditions, and restrictions of record on the date of Purchaser's execution of this Offer to Purchase,

provided Purchaser approves all such easements, conditions and restrictions and title is assured to Purchaser by such title insurance as Purchaser may itself obtain at the closing.

3. Purchaser may inspect, and Seller shall make available, such abstracts of title and other title papers, maps, and plats, as are in Seller's custody covering the Property, but Seller will not be obligated to furnish any continuations, later title reports, or title insurance, or to pay any title expenses, escrow fees, or other charges pertaining to this transaction.
4. From the date of receipt by Seller of this Offer to Purchase signed by Purchaser, Seller shall not create, or permit to be created, any lien, encumbrance, restriction, or easement, against the Property of any type or kind, except as may be approved by Purchaser.
5. All conditions to closing set forth in this Offer to Purchase have been fulfilled or waived by the parties.
6. Seller has delivered to Purchaser the following reports ("Reports") disclosing conditions about the Property:

- I. Phase I Environmental Baseline Survey dated March 2021 (61 pages)

The Purchaser expressly acknowledges the conditions described in the Reports.

D. ACCEPTANCE AND CLOSING

1. *Acceptance.* This Offer to Purchase shall be firm and continuing for a period of one hundred twenty (120) calendar days from the date of its receipt by Seller in accordance with paragraph E(5) of the General Terms of Sale.

The Purchaser shall execute paragraph F(1) CERTIFICATE OF AUTHORIZATION OF PURCHASER of this document and return one original of the executed contract to Seller. The Purchaser shall also concurrently deliver a duly certified resolution and/or evidence of authorization to purchase of the Property and approval of necessary funding.

To accept this Offer to Purchase, Seller shall execute paragraph F(2) ACCEPTANCE OF THE UNITED STATES GOVERNMENT of this document and return one original of the executed contract to the Purchaser. Receipt by Purchaser of the executed contract shall constitute "Notice of Acceptance."

If Seller does not accept this Offer to Purchase within one hundred twenty (120) calendar days of its receipt by Seller, or such longer period as may be mutually agreed upon, the earnest money deposit shall be promptly returned to Purchaser without interest and without further liability on the part of either to the other.

If this Offer is withdrawn by Purchaser before expiration of the one hundred twenty (120) calendar day period or such longer period as may be mutually agreed upon during which

it remains a continuing offer, and prior to Notice of Acceptance, the earnest money deposited by Purchaser may, at Seller's option, be retained by Seller as liquidated damages, in which event Purchaser shall be relieved of all further liability to Seller.

2. *Closing.* Close of sale shall take place within a reasonable period, and not later than thirty (30) days from Purchaser's receipt of Acceptance of the United States Government or at time of closing, pursuant to paragraph E (10)(D) of the General Terms of Sale.

Prior to closing, the Purchaser shall open an escrow account with an independent, unaffiliated escrow company ("**Escrow Holder**") to handle the closing. The Seller does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Seller will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

Within five (5) calendar days of opening the escrow account, the Purchaser must notify Ms. Sophia Taylor, GSA Disposal Realty Specialist via email at sophia.taylor@gsa.gov of the name of the Escrow Company, address, telephone number, escrow agent, and escrow number.

3. *Delayed Closing.* The Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of sale is delayed, and the delay is caused directly or indirectly, by the Purchaser's action and not by any fault of the Seller. This rate to be computed is based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2 % rounded to the nearest 1/8% as of the date the Offer to Purchase is accepted by the Seller.

E. GENERAL TERMS OF SALE

1. *Condition of Property.* The Property is offered "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered.
2. *Descriptions in Offer to Purchase.* The descriptions of the Property set forth in the Offer to Purchase and any other information provided therein with respect to said Property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal Agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.
3. *Inspection.* Purchaser is invited, urged, and cautioned to inspect the Property to be sold prior to submitting an offer. The failure of any Purchaser to inspect, or to be fully

informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of an offer after it has been tendered.

4. *Earnest Money Deposit.* The offer must be accompanied by an earnest money deposit in the amount required by this Offer to Purchase in the form of an electronic funds transfer (wire transfer). Failure to so provide such earnest money deposit shall require rejection of the offer. Upon acceptance of the Offer to Purchase, the earnest money deposit shall be applied toward payment of the Purchaser's obligation to the Seller. In the event the offer is rejected, the deposit will be returned, without interest, as promptly as possible after offer rejection.
5. *Continuing Offer.* The offer shall be deemed to be a firm and continuing offer for 120 calendar days from the date of its receipt by Seller, until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 120 calendar days, the consent of the bidder shall be obtained prior to such acceptance.

6. *Notice of Acceptance or Rejection.* Notice by the Seller of acceptance or rejection of the offer shall be deemed to have been sufficiently given when electronically mailed or mailed to the Purchaser or his duly authorized representative at the address indicated in the offer.
7. *Contract.* The Offer to Purchase, and the acceptance thereof, shall constitute an agreement between the Purchaser and the Seller. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the Purchaser without consent of the Seller, and any assignment transaction without such consent shall be void.
8. *Revocation of Offer and Default.* In the event of revocation of the offer prior to acceptance, or in the event of any default by the Purchaser in the performance of the contract created by such acceptance, the deposit, together with any payments subsequently made on account shall be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability, and the Seller may avail itself of any legal or equitable rights which it may have under the offer or contract.
9. *Government Liability.* If this Offer to Purchase is accepted by the Seller and: (1) Seller fails for any reason to perform its obligation as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

10. Other Terms Applicable to the Sale.

- a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.
- b. Any title evidence which may be desired by the Purchaser will be procured by him at his sole cost and expense. The Seller will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and the Property involved, as it may have available. It is understood that the Seller will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.
- c. Upon conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and sums paid, or due to be paid, by the Seller in lieu of taxes pursuant to statutory authority shall be prorated.
- d. The Purchaser shall on a mutually agreeable date not later than 30 days after acceptance of the Offer to Purchase, or within such additional time as may be granted by the Seller, tender to the Seller the balance of the purchase price. Upon such tender being made by Purchaser, the Seller shall deliver to the Purchaser the instrument or instruments of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time.
- e. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

THIS SPACE IS INTENTIONALLY LEFT BLANK

F. OFFER AUTHORIZATION AND ACCEPTANCE

1. CERTIFICATE OF AUTHORIZATION OF PURCHASER

I, Sharon Bronson, certify that I am the Chair of the Board of Supervisors of the Pima County, named as Purchaser herein; that Sharon Bronson, who executed this Offer to Purchase on behalf of Purchaser was then Chair of the Board of Supervisors; and that said Offer to Purchase was duly signed for and on behalf of said Pima County, by authority of its governing body and the purchase is within the scope of its corporate powers.

BY: _____ Date: _____

PRINT NAME, TITLE: Sharon Bronson, Chair of the Board of Supervisors

2. ACCEPTANCE OF THE UNITED STATES GOVERNMENT

The Offer to Purchase, as set forth herein is hereby ACCEPTED by and on behalf of the United States of America this _____ day of _____, 2022.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

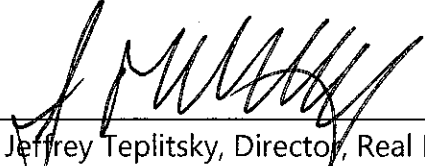
BY: _____
DAVID HAASE, Director
Real Property Utilization and Disposal Division
U.S. General Services Administration

Attest as to Previous Page 7:

By: _____
Melissa Manriquez, Clerk of the Board of Supervisors

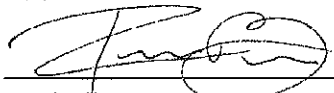
Date: _____

Approved as to content:

By:  _____
Jeffrey Teplitsky, Director, Real Property Services

By:  10/28/2022
Carmine Debonis, Deputy County Administrator – Public Works

Approved as to Form

 _____
Rachelle Barr, Deputy Pima County Attorney

G. LIST OF EXHIBITS

1. Exhibit "A" LEGAL DESCRIPTION
2. Exhibit "B" DRAFT QUITCLAIM DEED
3. Exhibit "C" RESOLUTION OF PIMA COUNTY AND/OR EVIDENCE OF
AUTHORIZATION TO PURCHASE THE REAL PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Sahuarita, County of Pima, State of Arizona, described as follows:

Tract Number S-8-100

All that tract or parcel of land, lying and being that portion of the Southeast one-quarter of Section 34, Township 17 South, Range 13 East, Gila and Salt River Meridian, in the County of Pima, State of Arizona, described as follows, basis of bearings being Transverse Mercator Grid, Central Zone, Arizona:

Commencing at the Southeast corner of said section; thence North 33 55' 50" West 1910.16 feet to the POINT OF BEGINNING; thence south of 600.00 feet; thence East 60.00 feet; thence South 300.00 feet; thence West 250.00 feet; thence North 300.00 feet; thence West 410.00 feet; thence North 600.00 feet; thence East 600.00 feet to the POINT OF BEGINNING.

Containing 9.99 acres, more or less.

Together with all improvements thereon and appurtenances thereunto belonging, including the rights and obligations under a perpetual and assignable easement and right of way to operate, maintain, and repair an access road and overhead and/or underground utility lines in, upon, over and across Tract Number S-8-100-E-1, as more fully described below on this exhibit, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the landowners, their heirs, executors, administrators, successors and assigns, the right to cross over said tract, including the movement of machinery, equipment and livestock, to their adjoining land; the above estate is taken subject, however to existing easements for public roads and highways, public utilities, railroads and pipelines.

Tract Number S-8-100-E-1

That portion of the Southeast one-quarter of Section 34, Township 17 South, Range 13 East, Gila and Salt River Meridian, in the County of Pima, State of Arizona within a strip of land, 150.00 feet wide, lying 75.00 feet on each side of the following described center line, basis of bearings being Transverse Mercator Grid, Central Zone, Arizona:

Commencing at the Southeast corner of said section, thence North 33 55' 50" West 1910.16 feet; thence South 600.00 feet; thence West 240.00 feet to the TRUE POINT OF BEGINNING; thence South 409.85 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 200.00 feet; thence Southeasterly along said curve through a central angle of 75 30' 0", a distance of 263.54 feet thence South 75 30' 00"

East 636.98 feet to the beginning of a tangent curve concave Southwesterly and having a radius of 225.00 feet; thence Southeasterly along said curve through a central angle of 63 33' 56", a distance of 249.62 feet; thence South 11 56' 04" East 18.56 feet to the POINT OF ENDING in the center line of the 150.00 foot wide right of way of a County Road, known as Duval Mine Road, said point being in a curve in the center line of said Duval Mine Road, concave Southeasterly and having a central angle of 38 44' 36", a radius of 1909.86 feet and an arc length of 1291.44 feet, a radial line of said curve to said point bears North 11 56' 04" West.

EXCEPTING from said strip of land that portion lying within said County Road right of way.

ALSO EXCEPTING from said strip of land East 25 feet of the most Northerly 300 feet thereof.

Containing 5.00 acres, more or less, all of which is within Tract Number S-8-100-E-11.

EXHIBIT "B"

DRAFT QUITCLAIM DEED

Please see attachment titled, "Air Force Facility Missile Site 8 Draft Quitclaim Deed."

EXHIBIT "C"

**RESOLUTION OF PIMA COUNTY AND/OR EVIDENCE OF
AUTHORIZATION TO PURCHASE THE REAL PROPERTY**

To be provided by Pima County.

RESOLUTION NO. 2022 - _____

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS
AUTHORIZING ACQUISITION OF LAND AND IMPROVEMENTS RELATING TO PIMA
COUNTY TAX PARCEL NUMBER 303-33-042E (TITAN MISSILE MUSEUM) HELD BY
THE UNITED STATES OF AMERICA AS SURPLUS REAL PROPERTY (ACQ-1010)**

The Board of Supervisors of Pima County, Arizona finds:

1. The United States of America, through its Government Services Administration (GSA), has provided Pima County with an Offer to Purchase (OTP) for the Titan Missile Museum at the appraised value of \$650,000.00. Pima County will not be entitled to receive and review the appraisal report per GSA procedures.
2. The OTP also requires Pima County to pay all closing costs that may be incurred through closing at an escrow company of Pima County's choosing.
3. Pima County will fund the acquisition of the Property using a special revenue fund, where donated funds from a private donor in the amount of \$655,000.00 have been deposited. (additional \$5,000.00 to cover closing costs at escrow).
4. The Titan Missile Museum is situated on Pima County tax parcel number 303-33-024E and is described on the attached Exhibit A (the "Property").
5. The Property is to be conveyed to Pima County via Quit Claim Deed.

NOW, THEREFORE, BE IT RESOLVED,

That the Board of Supervisors approves the purchase of the Property by Pima County. The Board of Supervisors has delegated the Authority for Approval to the Pima County Real Property Services' Director to sign the Offer Authorization and Acceptance associated with the OTP.

That after Pima County has paid the purchase price of \$650,000.00 plus closing costs, a Quit Claim Deed, fully executed by the United States of America, will be recorded in the office of the Pima County Recorder evidencing the conveyance of the Property to Pima County.

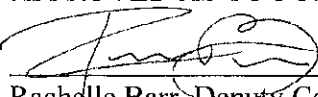
Passed and adopted, this _____ day of _____, 2022.

Chair, Pima County Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM



Rachelle Barr, Deputy County Attorney

BOS Approval: 10/18/22

S/T/R: 34/17/13

File Acq-1010

Agent: AM