

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Capital Improvement Department

AGENDA DATE: September 29, 2020

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: No. #7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

A resolution approving that the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 200 N. Kansas Street, El Paso, Texas 79901 more particularly described as a portion of Block 41, Anson Mills Map Addition, an addition to the City of El Paso, El Paso County, Texas, for the appraised value of \$5,000,000. Such property being owned by El Paso County 911 District. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with El Paso County 911 District for the purchase of the property, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, and (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property.

BACKGROUND / DISCUSSION:

The City requests approval for a Contract of Sale with the El Paso County 911 District for the purchase of the property, at 200 N. Kansas. The downtown office building was built in 2005 and contains 2 stories, plus a basement, in a gross building area of 71,040 square feet.

The property was formerly used as the El Paso County 911 call center. The acquisition will allow us to acquire significant, expensive, and expansive telecom and network equipment infrastructure to aid our ownership purposes to operate the COVID-19 call center, tracing, and response operations necessary to respond to the COVID-19 public health crisis.

The City plans to purchase the property using Coronavirus Relief Funds received from a Federal CARES Act grant.

SELECTION SUMMARY:

N/A

PROTEST

No protest received for this requirement.

Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? Yes or Not Applicable (Routine)
If yes, select the applicable districts.

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8
- All Districts

PRIOR COUNCIL ACTION:

May 12, 2020

AMOUNT AND SOURCE OF FUNDING:

Property acquisition of 200 N. Kansas Street totally \$5,000,000.00. On March 27, 2020, the federal government enacted the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), which established the Coronavirus Relief Fund to address the economic fallout caused by the COVID-19 pandemic. The City is a recipient of the a the Coronavirus Relief Fund under the CARES Act grant and on May 12, 2020 the City Council appropriated the Coronavirus Relief Fund grant funds to be used by the City in accordance with the requirements stipulated by the CARES Act and federal guidelines.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



RESOLUTION

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency, the Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso (“City”) declared a local state of disaster in relation to COVID-19; and

WHEREAS, on March 17, 2020 City Council Issued an Emergency Ordinance Instituting Emergency Measures Due to A Public Health Emergency (“Emergency Ordinance”); and

WHEREAS, some local businesses have been ordered to cease operations due to national and local regulations related to the COVID-19 pandemic, causing a large number of lay-offs and economic strain for the City and its residents and businesses; and

WHEREAS, on March 27, 2020, the federal government enacted the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), which established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of the a Coronavirus Relief Fund under the CARES Act grant; and

WHEREAS, on May 12, 2020 the City Council appropriated the Coronavirus Relief Fund grant funds to be used by the City in accordance with the requirements stipulated by the CARES Act and federal guidelines; and

WHEREAS, the City desires to enter into a Contract of Sale with El Paso County 911 District for the purchase of the Property identified in this Contract of Sale, which is necessary to respond to the public health crisis and for the purpose of a COVID - 19 response call and contact-tracing center; and

WHEREAS, the City plans to purchase the Property using Coronavirus Relief Funds; and

WHEREAS, the purchase of this property is a necessary expenditure in the reasonable judgement of the City Council of the City of El Paso; and

WHEREAS, the City’s expenditure under this Contract of Sale is a necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19), which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City, and will be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 200 N. Kansas Street, El Paso, Texas 79901 more particularly described as a portion of Block 41, Anson Mills Map Addition, an addition to the City of El Paso, El Paso County, Texas, for the appraised value of \$5,000,000. Such property being owned by El Paso County 911 District. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with El Paso County 911 District for the purchase of the property, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, and (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property.

ADOPTED this _____ day of _____, 2020.


THE CITY OF EL PASO:

ATTEST:

Dee Margo
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Sam Rodriguez
City Engineer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE

This Contract of Sale (“**Agreement**”) is made this ____ day of _____, 2020 (“**Effective Date**”) between the **City of El Paso**, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and **El Paso County 911 District**, a Special Communications District under the laws of the State of Texas (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

RECITALS

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency, the Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso (“**City**”) declared a local state of disaster in relation to COVID-19; and

WHEREAS, on March 17, 2020 City Council Issued an Emergency Ordinance Instituting Emergency Measures Due to A Public Health Emergency (“**Emergency Ordinance**”); and

WHEREAS, some local businesses have been ordered to cease operations due to national and local regulations related to the COVID-19 pandemic, causing a large number of lay-offs and economic strain for the City and its residents and businesses; and

WHEREAS, on March 27, 2020, the federal government enacted the Coronavirus Aid, Relief and Economic Security Act (“**CARES Act**”), which established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of the a Coronavirus Relief Fund under the CARES Act grant; and

WHEREAS, on May 12, 2020 the City Council appropriated the Coronavirus Relief Fund grant funds to be used by the City in accordance with the requirements stipulated by the CARES Act and federal guidelines; and

WHEREAS, the City desires to enter into a Contract of Sale with El Paso County 911 District for the purchase of the Property identified in this Contract of Sale, which is necessary to respond to the public health crisis; and

WHEREAS, the City plans to purchase the Property using Coronavirus Relief Funds; and

WHEREAS, the purchase of this property is a necessary expenditure in the reasonable judgement of the City Council of the City of El Paso; and

WHEREAS, the City’s expenditure under this Contract of Sale is a necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19), which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City, and will be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

SECTION 1. CONVEYANCE OF THE PROPERTY.

A. Under the conditions of this Agreement, including the Recitals stated above that are hereby incorporated to this Agreement, the Seller agrees to sell and convey the property described below to the Buyer:

1. An approximate 0.66 acres of property located at 200 N. Kansas Street, El Paso, Texas 79901, containing an approximate 71,040 sq. ft. building, described as:

A portion of Block 41, Anson Mills Map Addition, an addition to the City of El Paso, El Paso County, Texas,

as further described by Metes and Bounds and Survey in **Exhibit “A”**, the **“Property”**.

2. Except for those items listed on Exhibit C, All buildings and improvements located on the Property and all of Seller’s right, title, and interest in and to any and all fixtures attached there to (collectively, the “Improvements”);
3. Except for those items listed on Exhibit C, All equipment, machinery, apparatus, appliances and other articles of personal property located on and used in connection with the operation of the Improvements (“Personal Property”);
4. Except for those items listed on Exhibit C, All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;
5. Except for those items listed on Exhibit C, All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property.

SECTION 2. PURCHASING PRICE.

A. The Buyer will pay the Seller a total amount of \$5,000,000 for the Property (**“Purchase Price”**). The Purchase Price above is to be paid to the Seller through the Title Company at the Closing as provided in this Agreement. The parties agree that the purchasing price is just compensation to the Seller for the purchase of this property.

- B. The Buyer will deposit with the Title Company by a check in the amount of \$ _____ as earnest money (“**Deposit**”), within 7 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Seller will apply the Deposit to the Purchase Price of the Property at Closing.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** The Seller warrants to the Buyer that :

1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title. The Seller does not have a partner or joint venture with another entity that has an interest or rights to the property;
2. No leasehold rights or interests have been granted and are currently in effect involving the Property;
3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic’s or materialman’s lien;
4. There are no litigation pending affecting the Property or claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property;
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property; and
7. The Seller has not received notices of any violations of City or international building code, and knows of no defects in the improvements violations regarding any improvements on the Property;
8. At Closing, Seller shall have good and indefeasible title to the Property free and clear of any known claim, lien, or encumbrance, specifically including any claims for mechanics liens, subject only to the Permitted Exceptions;
9. Seller has no notice that the current use of the property does not comply with all currently applicable zoning ordinances and governmental requirements. Seller has not received any written notice of suspension or cancellation of any certificates of occupancy;
10. At the Closing, there will be no unpaid bills or claims in connection with any repair of the Improvements or other work performed or material purchased in connection with the Improvements;

11. No one will have the right to occupy the Property after the Closing Date and no contracts of any kind, including contracts for maintenance, security, disposal, or fire suppression will survive the Closing;
12. Seller is not a “foreign person” within the meaning of the Foreign Investment in Real Property Tax Act or the Tax Reform Act of 1986, and Buyer is not obligated to withhold any portion of the Purchase Price for the benefit of the Internal Revenue Service;
13. To the best of Seller’s knowledge the Land is not in violation of any applicable law, now, nor has it at any time during Seller’s ownership thereof been, used for the manufacture, processing, distribution, use, treatment, storage, disposal, placement, transport or handling of toxic materials, hazardous wastes or hazardous substances (as those terms are defined in the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); oils, petroleum-derived compounds; or pesticides (the *Hazardous Materials*). In addition, no (i) underground storage tanks, (ii) asbestos (either commercially processed or excavated raw materials), (iii) electrical transformers, fluorescent light fixtures with ballast, or other items or equipment containing polychlorinated biphenyls, or (iv) other Hazardous Materials are present on the Property in violation of any applicable law. Seller has not received any written notice from any neighboring property owners indicating they have any concerns about existing environmental conditions which could affect the Property or indicating in any way they might hold Seller liable for any contribution to clean up and remediate such condition; and
14. No party (other than Buyer) has any right or option to acquire all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests, or right of reverter.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 3 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
 - a. Any “as-built” plans for any improvements on the Property;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land;
 - c. All environmental reports, inspections, or assessments of the Property and the improvements on the Property; and
 - d. Survey of Property.

2. If the Seller has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Seller is responsible for the payments of that contract.
3. The Seller will direct all payments under this Agreement to the Title Company selected by the Buyer.
4. The Seller will not physically or legally alter the Property after the Effective Date of this Agreement.
5. Survival Beyond Closing. The representations, warranties, undertakings and agreements of Seller contained herein survive the Closing and are not merged therein. The provisions of this Section shall survive any termination of this Contract as well as the Closing.

SECTION 4. Intentionally Deleted.

SECTION 5. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. The Buyer may select the Title Company that will assist with the Sale of the Property. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. INSPECTION. The Buyer may inspect the Property within 15 business days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to

Section 6(A)(1).

Buyer shall have the right during the Inspection Period to make such physical examinations, studies, appraisals, inspections, engineering, environmental and insurance underwriting tests and investigations (the "Inspections") of the Property as Buyer may deem advisable. Seller shall reasonably cooperate with Buyer in making the Property reasonably available for Buyer's Inspections. Buyer may also reinspect the Property prior to Closing to verify that the Property has remained in similar physical shape, ordinary wear and tear excepted, as the Property was during the Inspection Period. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Buyer relating to such inspection and its other due diligence shall be at the sole cost and expense of Buyer. Buyer agrees to be responsible and liable for any claims or damages, including mechanic's and materialmen's liens, and reasonable attorneys' fees incurred by Seller caused or arising out of or in connection with Buyer's Inspections of the Land and/or Improvements. Buyer shall require its representatives, agents, consultants and contractors ("Buyer Representatives") entering upon the Property for any purpose to obtain and maintain during in the Inspection Period general liability insurance in an amount not less than \$500,000.00 and property damage insurance in an amount not less than \$500,000.00, with an insurance carrier which is licensed in the State of Texas and is reasonably acceptable to Seller. The provisions of this Section shall survive the Closing or the earlier termination of this Contract. If Buyer elects to terminate this Contract in accordance with the terms hereof, Buyer shall provide Seller with copies of all documents, tests and reports generated from Buyer's Inspection within five (5) Business Days following the date of Buyer's termination.

3. TITLE INSURANCE. The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 3 business days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to the Title Insurance to the Seller.
4. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 business days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
5. TITLE REVIEW PERIOD. The Buyer may review the commitment for Title Insurance and the survey within 15 business days of the effective date ("**Title Review Period**")

and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If Buyer fails to give written objections to Seller prior to the expiration of the Title Review Period, then all exceptions to title shown on Schedule B but not on Schedule C of the Title Commitment are deemed to be Permitted Exceptions. Except as the Buyer may direct, all items on Schedule C can never be deemed to be Permitted Exceptions and must be removed by Seller at Seller's sole cost as a precondition to closing and Buyer shall have no obligation to object to them. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 10 calendar days of receiving Buyer's objections:

- a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Buyer may terminate this Agreement in accordance to Section 6(A)(3) if the Buyer refuses to postpone the Closing Date; or
- c. Buyer may terminate this Contract of Sale in accordance with Section 6(A)(3) if Seller fails to perform one of the actions listed in this Section upon receipt of objections from the Buyer.

SECTION 6. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller an opportunity to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The cure period is established by Section 6(A)(2) Termination for Cause, of this Contract of Sale. Buyer may terminate the Contract of Sale pursuant to Termination for Cause if Seller refuses to cure the defects. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement

following written notice of failure to fulfill the obligation. The parties agree to provide the other party an opportunity to cure of 10 business days. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep an amount up to the Deposit amount made by the Buyer for documented costs to the Seller incurred due to this transaction as the sole remedy under this Agreement. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. **TERMINATION DURING TITLE REVIEW PERIOD.** The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 5(C)(5) of this Agreement after providing an opportunity to cure. The Buyer will provide 10 business days to cure. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. **TERMINATION FOR CASUALTY.**

A. Seller agrees to give Buyer and Title Company prompt notice of any fire or other casualty affecting the Property or of any actual or threatened taking or condemnation of all or any portion of the Property other than the subject condemnation action. Buyer has the right to inspect the Property after receipt of the notice. If, prior to the Closing, there shall occur damage to the Property caused by fire or other casualty, then Buyer shall have the right to postpone the Closing Date or terminate this Contract by written notice delivered to the other party within 10 business days after Buyer has received notice from Seller of that event or the date of the fire or other casualty or Seller's receipt of notice of taking or condemnation, whichever shall first occur. If this Contract is terminated pursuant to this Section, the Deposit shall be returned to Buyer and the parties shall have no further obligations under this Contract, or to each other with respect to the subject matter of this Contract. Notwithstanding the foregoing, in the event that the cost of repairing or restoring such damage shall be covered by available insurance and such cost shall be less than \$10,000, then Buyer may proceed to Closing and Seller shall assign at Closing to Buyer its right, title and interest in the insurance proceeds available to repair or restore the damage or destruction and to any applicable rent loss insurance and, in addition, Seller shall credit the Purchase Price with the amount of any deductible under such insurance policy(s).

B. **Postponement of Closing.** In the event that Buyer gives notice to postpone the Closing Date pending a determination of the nature and extent of such damage or destruction and the availability and adequacy of insurance proceeds, the postponement shall be in effect for an additional 20 business days after the 10 business day period that Buyer has to give notice of its desire to postpone (the Damages Determination Period).

- C. Insurance for Repair. If the cost to repair or replace the damage is reasonably estimated by the Seller's insurance adjuster to exceed \$10,000, then at Buyer's election and in its sole discretion, Buyer may elect to proceed with the Closing and at the Closing, Seller shall assign to Buyer its right, title and interest in the insurance proceeds available to repair or restore the damage or destruction and to any applicable rent loss proceeds, and Seller shall credit the Purchase Price with the amount of any deductible under such insurance policy(s).
5. TERMINATION DUE TO FUNDING SOURCE RESTRICTIONS. In the event that the federal funding source becomes unavailable by any applicable law or in the event the use of funds for purchasing the Property is prohibited by any rules governing the federal funding source, the Buyer has the right to terminate this Contract of Sale at any time prior to Closing including the Closing Date. If the Agreement is terminated under this Section, then the Seller will refund the Deposit to the Buyer.

SECTION 7. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") by the _____ day of _____, 20____ ("**Closing Date**") A party's failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. SELLER'S OBLIGATIONS. At the closing of this Agreement the Seller will deliver the following to the Buyer:
1. A fully executed deed ("**Deed**") conveying the title to the Property included in this Agreement as **Exhibit "B"**;
 2. A Bill of Sale for any Personal Property in substantially the form of **Exhibit "C"** attached to this Contract of Sale.;
 3. An affidavit, in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder, stating under penalty of perjury the Seller's United States identification number and that each of Seller is not a "foreign person" as that term is defined in Section 1445, duly executed and acknowledged by Seller;
 4. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

5. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property;
6. Any other items requested by the Title Company to finalize the closing of this Agreement; and
7. If the Seller is a partnership, joint venture, trust, LLC, LLP, Corporation, or any other form of entity, then the Seller must provide prior to Closing documents evidencing that the entity is in good standing and that the person signing all documents on behalf of the entity has authority to effectuate the sale of the property and convey title and possession of the Property to the Buyer.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller:

1. The Purchase Price minus the Deposit that is being held by the Title Company;
2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and
3. Any other items requested by the Title Company to finalize the closing of this Agreement. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, will settle the tax liability assessed on the property as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 8. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement, including federal laws. Any applicable laws are deemed to be incorporated to this Contract of Sale.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures Begin on Following Page)

EXECUTED by City the ____ day of _____, 2020.

BUYER:

CITY OF EL PASO, TEXAS


By: _____
Tomás González
City Manager

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
City Engineer

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2020,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, in and for the State of Texas

My commission expires:

(Signatures Continue on Following Page)

EXHIBIT "A"
SURVEY METES AND BOUNDS

METES AND BOUNDS

911 District Land

BEING A PORTION OF BLOCK 41, ANSON MILLS MAP, IN THE CITY OF EL PASO, EL PASO COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY MONUMENT FOUND AT THE MONUMENT LINE INTERSECTION OF TEXAS STREET AND CAMPBELL STREET FROM WHICH A CITY MONUMENT AT THE MONUMENT LINE INTERSECTION OF CAMPBELL STREET AND MILLS STREET BEARS NORTH 37°37'00" WEST A DISTANCE OF 310.00 FEET. THENCE, WITH THE MONUMENT LINE OF CAMPBELL STREET NORTH 37°37'00" WEST A DISTANCE OF 25.00 FEET. THENCE, LEAVING SAID MONUMENT LINE SOUTH 52°23'00" WEST A DISTANCE OF 45.00 FEET TO A CHISELED "X" SET AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT—OF—WAY OF CAMPBELL STREET AND THE NORTHWESTERLY RIGHT—OF—WAY OF TEXAS STREET BEING THE POINT OF BEGINNING;

THENCE, WITH SAID NORTHWESTERLY RIGHT—OF—WAY SOUTH 52°23'00" WEST A DISTANCE OF 240.00 FEET TO A COTTON SPINDLE SET AT THE INTERSECTION OF SAID NORTHWESTERLY RIGHT—OF—WAY AND THE NORTHEASTERLY RIGHT—OF—WAY OF KANSAS STREET;

THENCE, WITH SAID NORTHEASTERLY RIGHT—OF—WAY NORTH 37°37'00" WEST A DISTANCE OF 120.00 FEET TO A 1/4" PIN SET;

THENCE, LEAVING SAID NORTHEASTERLY RIGHT—OF—WAY NORTH 52°23'00" EAST A DISTANCE OF 240.00 FEET TO A CHISELED "X" SET ON THE SOUTHWESTERLY RIGHT—OF—WAY OF CAMPBELL STREET;

THENCE, WITH SAID SOUTHWESTERLY RIGHT—OF—WAY SOUTH 37°37'00" EAST A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.661 ACRES OR 25,800 SQUARE FEET.



TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN

EL PASO COUNTY TEXAS

Della Briones
Della Briones, COUNTY CLERK

EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Effective Date: , 2020

Grantor: El Paso County 911 District

Grantor's Mailing Address: El Paso County 911 District
Attn: Scott Calderwood
6055 Threadgill Ave.
El Paso, Texas 79924

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso
P.O Box 1890
El Paso County
El Paso, Texas 79950-1890

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Block 41, ANSON MILLS MAP ADDITION, an addition of the City of El Paso, El Paso County, Texas, as more particularly described in the attached survey and metes and bounds as **Attachment "A"** of this deed.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

Any easements and encumbrances of record prior to the Effective Date.

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the

GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED by Grantor the ___ day of _____, 2020.

GRANTOR:

El Paso County 911 District

By: _____
Scott Calderwood

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me this _____ day of _____, 2020, by Scott Calderwood, in its capacity as _____, on behalf of Grantor.

Notary Public in and for the State of Texas

ATTACHMENT “A”

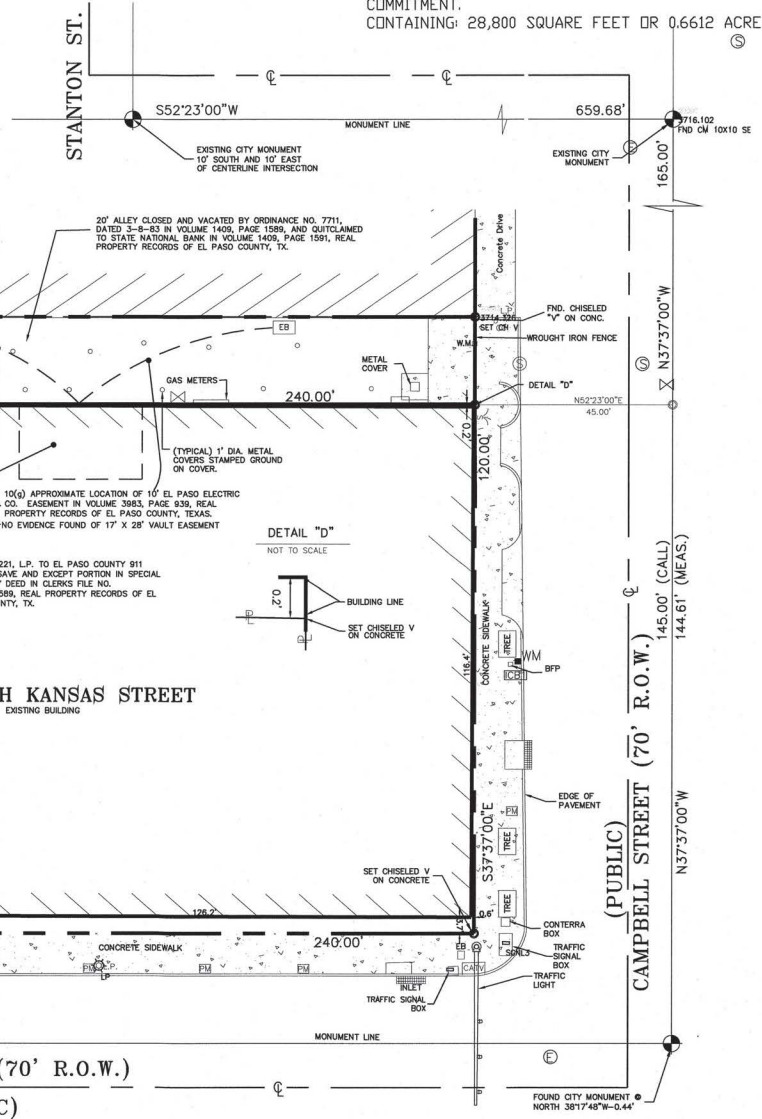
[Survey and metes and bounds]

PLAT OF SURVEY

A PORTION OF BLOCK 41, ANSON MILLS MAP ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AS DESCRIBED BY METES AND BOUNDS DESCRIPTION ATTACHED TO HEREDON REFERENCED TITLE COMMITMENT, CONTAINING 28,800 SQUARE FEET OR 0.6612 ACRES

- SUBJECT PROPERTY ZONED C-5
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480214-0039B, DATED OCTOBER 15, 1982 THIS PROPERTY IS IN FLOOD HAZARD ZONE C.
- SCHEDULE B ITEMS LISTED BELOW PER FIRST AMERICAN TITLE GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE OF NO. 201371-COM, WITH EFFECTIVE DATE OF JULY 21, 2020, ISSUED JULY 28, 2020.
 - LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
 - RIGHTS OF PARTIES IN POSSESSION.
 - ANY AND ALL CLAIMS OF RIGHT, TITLE AND INTEREST TO THE LAND, INCLUDING BUT NOT LIMITED TO ANY RIGHT OF POSSESSION OR CLAIM FOR DAMAGES RELATING TO THE LAND WHICH HAS BEEN ASSERTED OR MAY BE ASSERTED, OF RECORD OR NOT, BY OR ON BEHALF OF ANY INDIAN OR INDIAN TRIBE, INCLUDING BUT NOT LIMITED TO THE TIGUA INDIAN TRIBE OF EL PASO, TEXAS; ALSO KNOWN AS PUEBLO DE LA YSLETA DEL SUR, ALSO KNOWN AS THE YSLETA DEL SUR PUEBLO INDIAN TRIBE, ALSO KNOWN AS THE TIGUA INDIAN COMMUNITY, INCLUDING BY NOT LIMITED TO CLAIMS APPEARING IN AFFIDAVIT OF JULIAN GRANILLO, FILED FOR RECORD APRIL 16, 1993, RECORDED IN VOLUME 2553, PAGE 195B, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - EASEMENTS TO EL PASO ELECTRIC COMPANY IN VOLUME 1351, PAGE 195 AND VOLUME 3983, PAGE 939, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (PLOTTED)
 - TERMS, CONDITIONS, ASSESSMENTS, STIPULATIONS AND OTHER PROVISIONS OF AN ORDER NUNC PRO TUNC CORRECTING THE MARCH 10, 1997 ORDER GRANTING THE PETITION FOR CREATION OF EL PASO DOWNTOWN MANAGEMENT DISTRICT OF EL PASO COUNTY DATED JULY 2, 1997 RECORDED IN VOLUME 3223, PAGE 1138, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS (AFFECTS PROPERTY)

STANTON ST.



SCALE: 1"=20'

SYMBOL LEGEND	
	FOUND CITY MONUMENT
	ELECTRIC MANHOLE
	SANITARY SEWER
	WATER VALVE
	ELECTRIC PULL BOX
	PARKING METER
	GAS VALVE
	TRAFFIC CONTROL BOX
	TRAFFIC SIGN
	IRRIGATION CONTROL BOX
	BACKFLOW PREVENTER

200 NORTH KANSAS STREET
EXISTING BUILDING

TEXAS AVENUE (70' R.O.W.)
(PUBLIC)

CAMPBELL STREET (70' R.O.W.)
(PUBLIC)

CONDE INC.
ENGINEERING / PLANNING / LAND SURVEYING / CADD
6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
PHONE (915) 592-0283, FAX (915) 592-0286, FIR# 10078100



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE OF THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.
R. R. Conde
RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

METES AND BOUNDS

911 District Land

BEING A PORTION OF BLOCK 41, ANSON MILLS MAP, IN THE CITY OF EL PASO, EL PASO COUNTY TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY MONUMENT FOUND AT THE MONUMENT LINE INTERSECTION OF TEXAS STREET AND CAMPBELL STREET FROM WHICH A CITY MONUMENT AT THE MONUMENT LINE INTERSECTION OF CAMPBELL STREET AND MILLS STREET BEARS NORTH 37°37'00" WEST A DISTANCE OF 310.00 FEET. THENCE, WITH THE MONUMENT LINE OF CAMPBELL STREET NORTH 37°37'00" WEST A DISTANCE OF 25.00 FEET. THENCE, LEAVING SAID MONUMENT LINE SOUTH 52°23'00" WEST A DISTANCE OF 45.00 FEET TO A CHISELED "X" SET AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT—OF—WAY OF CAMPBELL STREET AND THE NORTHWESTERLY RIGHT—OF—WAY OF TEXAS STREET BEING THE POINT OF BEGINNING;

THENCE, WITH SAID NORTHWESTERLY RIGHT—OF—WAY SOUTH 52°23'00" WEST A DISTANCE OF 240.00 FEET TO A COTTON SPINDLE SET AT THE INTERSECTION OF SAID NORTHWESTERLY RIGHT—OF—WAY AND THE NORTHEASTERLY RIGHT—OF—WAY OF KANSAS STREET;

THENCE, WITH SAID NORTHEASTERLY RIGHT—OF—WAY NORTH 37°37'00" WEST A DISTANCE OF 120.00 FEET TO A 1/4" PIN SET;

THENCE, LEAVING SAID NORTHEASTERLY RIGHT—OF—WAY NORTH 52°23'00" EAST A DISTANCE OF 240.00 FEET TO A CHISELED "X" SET ON THE SOUTHWESTERLY RIGHT—OF—WAY OF CAMPBELL STREET;

THENCE, WITH SAID SOUTHWESTERLY RIGHT—OF—WAY SOUTH 37°37'00" EAST A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.661 ACRES OR 25,800 SQUARE FEET.



TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN

EL PASO COUNTY TEXAS

Della Briones
Della Briones, COUNTY CLERK

EXHIBIT C
BILL OF SALE

El Paso County 911 District (“Seller”), in consideration of Ten and 00/00 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, quit claim and set over to the City of El Paso, Texas (“Buyer”), all of the personal property described on Attachment “A-1” attached hereto and made a part hereof (the “Personal Property”) located at, on and about the real estate located on 200 N. Kansas Street, El Paso, Texas 79901, such property being the same property describe in the Deed from the Seller to the Buyer dated _____ (the “Property”). This Bill of Sale does not include the equipment/personal property listed on Attachment “A-2” which is owned by the El Paso County 911 District and/or other entities and is located within the property.

TO HAVE AND TO HOLD the Personal Property unto Buyer and Buyer's successors and assigns forever.

Signed this the _____ day of _____, 2020.

SELLER: El Paso County 911 District

By: _____
Scott Calderwood

ATTACHMENT “A-1”

“Personal Property” means all (i) furnishings, furniture, appliances, equipment, machinery and other personal property owned by Seller and located on or used in connection with the ownership, maintenance or operation of the Land or the Improvements to which Buyer has given notice that it desires to take title, which are not being relocated in accordance with the relocation details contemplated in the Contract of Sale; (ii) all plans and specifications, if any, in the possession of Seller which were prepared in connection with the construction or renovation of any of the Improvements; and (iii) all licenses, permits and warranties, if any, for the benefit of Seller, now in effect with respect to any portion of the Land or the Improvements. The items listed in Attachment “A-2” are excluded from the above definition of personal property and are not a part of the Sale.

This Bill of Sale does not include the following equipment/personal property, which is owned by the El Paso County 911 District and/or other entities and is located within the property.

KANSAS DATA CENTER NETWORK EQUIPMENT

Description	Location	Serial Number	IP Address	911-Sticker
	RF Code Readers for HVAC system			
911PA-KANSAS01	PA3020 Kansas 1	1801041136	10.85.7.5	911-12754
911PA-KANSAS02	PA3020 Kansas 2	1801030875	10.85.7.6	911-12753
911MLX16-DC-Core01	Brocade MLXe-16 Core1 Kansas	BFQ2540H00B	10.85.1.1	911-11749
911MLX16-DC-Core02	Brocade MLXe-16 Core2 Kansas	BFQ2540H00H	10.85.1.2	911-11750
KCAD-SWStack01	ICX-6610 CAD Stack 1 Kansas Unit 1 - 24 port	BXP2521H01P	10.85.1.99	911-11698
KCAD-SWStack01	ICX-6610 CAD Stack 1 Kansas Unit 2 - 24 port	BXP2521H01L	10.85.1.99	911-11702
KCAD-SWStack02	ICX-6610 CAD Stack 2 Kansas Unit 1 - 24 port	BXP2521H01N	10.85.1.100	911-11701
KCAD-SWStack02	ICX-6610 CAD Stack 2 Kansas Unit 2 - 24 port	BXP2521H01S	10.85.1.100	911-11697
ELP911-City-CER	Brocade 2042 CER Router City	P12519J00Y	10.85.1.6	911-11786
ELP911-County-CER	Brocade 2042 CER Router County	P12519J00X	10.85.1.7	911-11785
Outside	Brocade ICX-6610 Outside Switch Kansas	BXP2524J08H	N/A	911-11788
911Admin_2ndFloor XXXXXXXXXX	Brocade ICX-6610 Admin 2nd Floor Kansas - 24 port	BXP2521H01J	10.85.1.15	911-11704
911Admin1st_Floor XXXXXXXXXX	Brocade ICX-6610 Admin 1stFloor Kansas - 24 port	BXP2524J08P	10.85.1.43	911-11789
ICX7450-Avaya-Kansas	Brocade ICX-7450-Avaya-Kansas Unit 1 - 48 port	CYR3341L00G	10.85.1.11	911-12623
ICX7450-Avaya-Kansas	Brocade ICX-7450-Avaya-Kansas unit 2 - 48 port	CYR3344K010	10.85.1.11	911-12611
Kansas_Avaya_SIP	Cisco 2900 Router - Avaya SIP Kansas	COMGX00ARA	10.85.189.6	911-11539
VDX-6740A	Brocade VDX 6740 Stack Kansas - Unit 1	CPL2529K11S	10.85.1.47	911-12757
VDX-6740B	Brocade VDX 6740 Stack Kansas - Unit 2	CPL2529K11A	10.85.1.48	911-12756
FC2543911A	Brocade 6505 Fiber Channel Switch Kansas - Unit 1	CCD2543K014	10.85.1.51	911-12749
FC2543911B	Brocade 6505 Fiber Channel Switch Kansas - Unit 2	CCD2543K016	10.85.1.52	911-12748
KansasNTP	Spectracom Time Server - Kansas		10.85.96.12	911-11724
CMC-DPFXP22	Dell M1000e Chassis w/ Blades & FC Kansas	DPFXP22	10.85.226.50	911-12747
e911esx01	PowerEdge M620	DP3WP22	10.85.226.51	911-12746
e911esx02	PowerEdge M620	DP3YP22	10.85.226.52	911-12745
e911esx03	PowerEdge M620	DP2WP22	10.85.226.53	911-12744
e911esx04	PowerEdge M620	DP2YP22	10.85.226.54	911-12743
e911esx05	PowerEdge M620	DP2XP22	10.85.226.55	911-12742
k911esxvdi03	PowerEdge M620	DP3XP22	10.85.226.56	911-12741
k911esxvdi04	PowerEdge M630	C4LWFB2	10.85.226.57	911-12740
k911esxvdi05	PowerEdge M630	2JKQXG2	10.85.226.58	911-12739
e911esx09	PowerEdge M630	2JKPXG2	10.85.226.59	911-12738
e911esx10	PowerEdge M630	2JKRXG2	10.85.226.60	911-12737
k911esxvdi01	PowerEdge M630	891WBH2	10.85.226.61	911-12736
k911esxvdi02	PowerEdge M630	890XBH2	10.85.226.62	911-11735
cluster1-01	NetApp FAS8020 - Kansas	941605000115	10.85.226.10	911-13125
cluster1-02	NetApp FAS8020 - Kansas	701442000165	10.85.226.11	911-13126
Shelf 10: DS2246 Firmware rev. IOM6 A: 0191 IOM6 B: 0191	Disk Shelf DS2246 857 Gb X 24 - Kansas	SHFMS1442000600	N/A	911-13127
Shelf 11: DS2246 Firmware rev. IOM6 A: 0191 IOM6 B: 0191	Disk Shelf DS2246 857 Gb X 24 - Kansas	SHFMS1442000576	N/A	911-13128
Shelf 12: DS2246 Firmware rev. IOM6 A: 0191 IOM6 B: 0191	Disk Shelf DS2246 857 Gb X 24 - Kansas	SHFGD1728000347	N/A	911-13129
Shelf 18: DS4246 Firmware rev. IOM6 A: 0191 IOM6 B: 0191	Disk Shelf DS4246 3Tb X 24 -Kansas	SHJMS1442000452	N/A	911-13130
Shelf 19: DS4246 Firmware rev. IOM6 A: 0191 IOM6 B: 0191	Disk Shelf DS4246 3Tb X 24 - Kansas	SHJMS1442000451	N/A	911-13131
shelf 20: DS4246	NetApp Shelf			
911AdminDC03	Dell PE R330 911ADMINDC03 - KANSAS	9HRSXK2	10.85.225.12	911-13132
911ICADDC03	Dell PE R330 911ICADDC03 - KANSAS	9HRQXK2	10.85.225.13	911-13133

ATTACHMENT "A-2"

KANSAS 911 CALL FLOOR**10-ZIGs**

Manufacturer	DESCRIPTION	MODEL	SERIAL NUMBER	911-BAR CODE	LOCATION
CALLTAKERS					
10ZIG	PCoIP Device	292E	L16090003751	911-12679	CK01
10ZIG	PCoIP Device	292E	L18030000321	911-13192	CK02
10ZIG	PCoIP Device	292E	L16050005175	911-12551	CK03
10ZIG	PCoIP Device	292E	L16090003760	911-12689	CK04
10ZIG	PCoIP Device	292E	L18030000328	911-13206	CK05
10ZIG	PCoIP Device	292E	L16090003721	911-13160	CK06
10ZIG	PCoIP Device	292E	L16050005140	911-13161	CK07
10ZIG	PCoIP Device	292E	L18030000327	911-13162	CK08
10ZIG	PCoIP Device	292E	L15060003729	911-13163	CK09
10ZIG	PCoIP Device	292D	L16020000637	911-12662	CK10
10ZIG	PCoIP Device	292E	L16050005138	911-13164	CK11
10ZIG	PCoIP Device	292E	L16090003752	911-12680	CK12
10ZIG	PCoIP Device	292E	L16090003755	911-12683	PSK1
10ZIG	PCoIP Device	292E	L16090003756	911-12684	PSK2
PD					
10ZIG	PCoIP Device	292E	L16050005180	911-12666	PK01
10ZIG	PCoIP Device	292E	L16090003745	911-12673	PK02
10ZIG	PCoIP Device	292E	L16050005132	911-13148	PK03
10ZIG	PCoIP Device	292E	L16050005135	911-13149	PK04
10ZIG	PCoIP Device	292E	L16090003762	911-12985	PK05
10ZIG	PCoIP Device	292E	L16090003728	911-13150	PK06
10ZIG	PCoIP Device	292E	L16050005179	911-12664	PK07
10ZIG	PCoIP Device	292E	L16050005177	911-12667	PK08
SO					
10ZIG	PCoIP Device	292E	L16110010389	911-13151	SOB1
10ZIG	PCoIP Device	292E	L16090003744	911-12672	SOB2
10ZIG	PCoIP Device	292E	L16050005128	911-13021	SOB3
10ZIG	PCoIP Device	292E	L16090003743	911-12671	SOB4
FIRE					
10ZIG	PCoIP Device	292D	L15060005145	911-12550	OPK1
10ZIG	PCoIP Device	292E	L16090003758	911-12686	OPK2
10ZIG	PCoIP Device	292E	L16090003746	911-12674	OPK3
10ZIG	PCoIP Device	292D	L16020000633	911-12660	FTK1
10ZIG	PCoIP Device	292E	L16090003757	911-12685	FTK2
10ZIG	PCoIP Device	292E	L16090003759	911-12687	FTK3
10ZIG	PCoIP Device	292E	L16090003748	911-12676	MTK1
10ZIG	PCoIP Device	292E	L16090003742	911-12670	FK01
CHANNEL 1					
10ZIG	PCoIP Device	292E	L16050005139	911-13229	INK1
10ZIG	PCoIP Device	293E	L16110010482	911-13233	INK2
10ZIG	PCoIP Device	294E	L16090003750	911-12678	INK3
ASO					
10ZIG	PCoIP Device	292E	L16090003749	911-12677	ASK1

AMULET	KVM	K4u+	BR12899G4	911-13224	ASK1
DELL	24' MONITOR	U2415		911-13225	ASK1
DELL	24' MONITOR	U2415		911-13226	ASK1

ATTACHMENT "A-2"

SO

CASSIDIAN	COMPUTER	SAM	911-12015
CASSIDIAN	COMPUTER	SAM	911-12006
CASSIDIAN	COMPUTER	SAM	911-12013
CASSIDIAN	COMPUTER	SAM	911-12008
CASSIDIAN	COMPUTER	SAM	911-12011
CASSIDIAN	COMPUTER	SAM	911-12009
HP	COMPUTER	Z230	911-11962
HP	COMPUTER	Z230	911-11963
HP	COMPUTER	Z230	911-11964
HP	COMPUTER	Z230	911-19965
HP	COMPUTER	Z230	911-11966
HP	COMPUTER	Z230	911-11967

CALLTAKERS

CASSIDIAN	COMPUTER	SAM	911-12024
CASSIDIAN	COMPUTER	SAM	911-12025
CASSIDIAN	COMPUTER	SAM	911-12027
CASSIDIAN	COMPUTER	SAM	911-12029
CASSIDIAN	COMPUTER	SAM	911-12031
CASSIDIAN	COMPUTER	SAM	911-12033
CASSIDIAN	COMPUTER	SAM	911-12035
CASSIDIAN	COMPUTER	SAM	911-12037
CASSIDIAN	COMPUTER	SAM	911-12039
CASSIDIAN	COMPUTER	SAM	911-12041
CASSIDIAN	COMPUTER	SAM	911-12043
CASSIDIAN	COMPUTER	SAM	911-12045
HP	COMPUTER	Z230	911-11936
HP	COMPUTER	Z230	911-11937
HP	COMPUTER	Z230	911-11938
HP	COMPUTER	Z230	911-11939
HP	COMPUTER	Z230	911-11940
HP	COMPUTER	Z230	911-11941
HP	COMPUTER	Z230	911-11942
HP	COMPUTER	Z230	911-11943
HP	COMPUTER	Z230	911-11944
HP	COMPUTER	Z230	911-11945
HP	COMPUTER	Z230	911-11946
HP	COMPUTER	Z230	911-11947

SUPERVISOR

CASSIDIAN	COMPUTER	SAM	911-12017	FIRE
HP	COMPUTER	Z230	911-11968	FIRE
HP	COMPUTER	Z230	911-11961	PSK1
CASSIDIAN	COMPUTER	SAM	911-12020	PSK1
CASSIDIAN	COMPUTER	SAM	911-12021	PSK2
HP	COMPUTER	Z230		PSK2

ATTACHMENT "A-2"

KANSAS 911 CALL FLOOR**KVM's**

MFG	DESCRIPTION	MODEL	SERIAL NUMBER	911-BAR CODE	LOCATION
CALLTAKERS					
AMULET	KVM	K4u+	BR12718G3	911-12935	CK01
AMULET	KVM	K4u+	BR13293GC	911-13138	CK02
AMULET	KVM	K4u+	BR12587G3	911-12724	CK03
AMULET	KVM	K4u+	BR13288GC	911-13202	CK04
AMULET	KVM	K4u+	BR13289GC	911-13203	CK05
AMULET	KVM	K4u+	BR13300GC	911-13209	CK06
AMULET	KVM	K4u+	BR13283GC	911-13212	CK07
AMULET	KVM	K4u+	BR13284GC	911-13215	CK08
AMULET	KVM	K4u+	BR13282GC	911-13216	CK09
AMULET	KVM	K4u+	BR12580G3	911-12723	CK10
AMULET	KVM	K4u+	BR13295GC	911-13221	CK11
AMULET	KVM	K4u+	BR13296GC	911-13152	CK12
AMULET	KVM	K4u+	BR12717G3	911-13153	PSK1
AMULET	KVM	K4u+	BR12716G3	911-13154	PSK2
PD					
AMULET	KVM	K4u+	BR12572G3	911-12725	PK01
AMULET	KVM	K4u+	BR12571G3	911-12726	PK02
AMULET	KVM	K4u+	BR12929G4	911-13157	PK03
AMULET	KVM	K4u+	BR13158G6	911-13147	PK04
AMULET	KVM	K4u+	BR12896G4	911-13146	PK05
AMULET	KVM	K4u+	BR12897G4	911-13145	PK06
AMULET	KVM	K4u+	BR12559G3	911-12729	PK07
AMULET	KVM	K4u+	BR12576G3	911-12733	PK08
SO					
AMULET	KVM	K4u+	BR12928G4	911-13155	SOB1
AMULET	KVM	K4u+	BR12575G3	911-12731	SOB2
AMULET	KVM	K4u+	BR12927G4	911-13156	SOB3
AMULET	KVM	K4u+	BR12574G3	911-12732	SOB4
FIRE					
AMULET	KVM	K4u+	BR12573G3	911-12727	OPK1
AMULET	KVM	K4u+	BR13036G3	911-13144	OPK2
AMULET	KVM	K4u+	BR13039G6	911-13143	OPK3
AMULET	KVM	K4u+	BR12560G3	911-12728	FTK1
AMULET	KVM	K4u+	BR12898G4	911-13142	FTK2
AMULET	KVM	K4u+	BR13159G6	911-13139	FTK3
AMULET	KVM	K4u+	BR13163G6	911-13140	MTK1
AMULET	KVM	K4u+	BR12345F1	911-13141	FK01
INF					
AMULET	KVM	K4u+	BR12900G4	911-13230	INK1
AMULET	KVM	K4u+	BR12930G4	911-13234	INK2
AMULET	KVM	K4u+	BR12926G4	911-13237	INK3

KANSAS DATA CENTER PHONE EQUIPMENT

MFG	DESCRIPTION	MODEL	911-BAR CODE
DATA CENTER - PHONE EQUIPMENT			
CISCO	SWITCH	3850-48T	911-12168
CISCO	SWITCH	3850-48T	911-12169
MEDIANT	GATEWAY	M1K1B	911-12110
MEDIANT	GATEWAY	M1K2B	911-12111
MEDIANT	GATEWAY	M1K3B	911-12112
MEDIANT	GATEWAY	M1K4B	911-12113
	SPECTRACOM	NETCLOCK	911-12115
HP	COMPUTER	Z230	911-12116
BELKIN	KEYBD		911-12117
	KVM		911-12118
	SERVER	EP-TXHYSB	911-12119
	SERVER	EP-TXNMSB	911-12120
	SERVER	EP-TXNMSBNAS	911-12121
CISCO	ROUTER	3925E	911-12122
	DIGI	TS4	911-12123
	DIGI	TS4	911-12124
	BLACKBOX		911-12125
	BLACKBOX		911-12126
NICE INFORM REC			
	KVM	8-PORT	911-12103
	SERVER	SUPERMICRO	911-12104
	SERVER	SUPERMICRO	911-12105
	SERVER	SUPERMICRO	911-12106
	SERVER	SUPERMICRO	911-12107

KANSAS 911 CALL FLOOR**MONITORS**

MFG	DESCRIPTION	MODEL	911-BAR CODE	LOCATION
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CALLTAKERS

DELL	24' MONITOR	U2415	911-13167	CK01
DELL	24' MONITOR	U2415	911-13168	CK01
DELL	24' MONITOR	U2415	911-13193	CK02
DELL	24' MONITOR	U2415	911-13194	CK02
DELL	24' MONITOR	U2415	911-13197	CK03
DELL	24' MONITOR	U2415	911-13198	CK03
DELL	24' MONITOR	U2415	911-13200	CK04
DELL	24' MONITOR	U2415	911-13201	CK04
DELL	24' MONITOR	U2415	911-13204	CK05
DELL	24' MONITOR	U2415	911-13205	CK05
DELL	24' MONITOR	U2415	911-13207	CK06
DELL	24' MONITOR	U2415	911-13208	CK06
DELL	24' MONITOR	U2415	911-13210	CK07
DELL	24' MONITOR	U2415	911-13211	CK07
DELL	24' MONITOR	U2415	911-13213	CK08
DELL	24' MONITOR	U2415	911-13214	CK08
DELL	24' MONITOR	U2415	911-13217	CK09
DELL	24' MONITOR	U2415	911-13218	CK09
DELL	24' MONITOR	U2415	911-13195	CK10
DELL	24' MONITOR	U2415	911-13196	CK10
DELL	24' MONITOR	U2415	911-13219	CK11
DELL	24' MONITOR	U2415	911-13220	CK11
DELL	24' MONITOR	U2415	911-13222	CK12
DELL	24' MONITOR	U2415	911-13223	CK12

PD

DELL	24' MONITOR	U2415	911-13238	PK01
DELL	24' MONITOR	U2415	911-13239	PK01
DELL	24' MONITOR	U2415	911-13240	PK01
DELL	24' MONITOR	U2415	911-13241	PK02
DELL	24' MONITOR	U2415	911-13242	PK02
DELL	24' MONITOR	U2415	911-13243	PK02
DELL	24' MONITOR	U2415	911-13244	PK02
DELL	24' MONITOR	U2415	911-13245	PK03
DELL	24' MONITOR	U2415	911-13246	PK03
DELL	24' MONITOR	U2415	911-13247	PK03
DELL	24' MONITOR	U2415	911-13248	PK03
DELL	24' MONITOR	U2415	911-13249	PK04
DELL	24' MONITOR	U2415	911-13250	PK04
DELL	24' MONITOR	U2415	911-13251	PK04
DELL	24' MONITOR	U2415	911-13252	PK04
DELL	24' MONITOR	U2415	911-13253	PK05
DELL	24' MONITOR	U2415	911-13254	PK05
DELL	24' MONITOR	U2415	911-13255	PK05
DELL	24' MONITOR	U2415	911-13256	PK05
DELL	24' MONITOR	U2415	911-13257	PK06
DELL	24' MONITOR	U2415	911-13258	PK06
DELL	24' MONITOR	U2415	911-13259	PK06
DELL	24' MONITOR	U2415	911-13260	PK06

DELL	24' MONITOR	U2415	911-13261	PK07
DELL	24' MONITOR	U2415	911-13262	PK07
DELL	24' MONITOR	U2415	911-13263	PK07
DELL	24' MONITOR	U2415	911-13264	PK07
DELL	24' MONITOR	U2415	911-13265	PK08
DELL	24' MONITOR	U2415	911-13266	PK08
DELL	24' MONITOR	U2415	911-13267	PK08
DELL	24' MONITOR	U2415	911-13268	PK08
SO				
DELL	24' MONITOR	U2415	911-13269	SOB1
DELL	24' MONITOR	U2415	911-13270	SOB1
DELL	24' MONITOR	U2415	911-13271	SOB1
DELL	24' MONITOR	U2415	911-13272	SOB2
DELL	24' MONITOR	U2415	911-13273	SOB2
DELL	24' MONITOR	U2415	911-13274	SOB2
DELL	24' MONITOR	U2415	911-13275	SOB3
DELL	24' MONITOR	U2415	911-13276	SOB3
DELL	24' MONITOR	U2415	911-13277	SOB3
DELL	24' MONITOR	U2415	911-13278	SOB4
DELL	24' MONITOR	U2415	911-13279	SOB4
DELL	24' MONITOR	U2415	911-13280	SOB4
FIRE				
DELL	24' MONITOR	U2415	911-13281	OPK1
DELL	24' MONITOR	U2415	911-13282	OPK1
DELL	24' MONITOR	U2415	911-13283	OPK1
DELL	24' MONITOR	U2415	911-13257	OPK2
DELL	24' MONITOR	U2415	911-13288	OPK2
DELL	24' MONITOR	U2415	911-13289	OPK2
DELL	24' MONITOR	U2415	911-13290	OPK3
DELL	24' MONITOR	U2415	911-13291	OPK3
DELL	24' MONITOR	U2415	911-13292	OPK3
DELL	24' MONITOR	U2415	911-13293	FTK1
DELL	24' MONITOR	U2415	911-13294	FTK1
DELL	24' MONITOR	U2415	911-13295	FTK1
DELL	24' MONITOR	U2415	911-13284	FTK2
DELL	24' MONITOR	U2415	911-13285	FTK2
DELL	24' MONITOR	U2415	911-13286	FTK2
DELL	24' MONITOR	U2415	911-13296	FTK3
DELL	24' MONITOR	U2415	911-13297	FTK3
DELL	24' MONITOR	U2415	911-13298	FTK3
DELL	24' MONITOR	U2415	911-13299	MTK1
DELL	24' MONITOR	U2415	911-13300	MTK1
DELL	24' MONITOR	U2415	911-13301	MTK1
DELL	24' MONITOR	U2415	911-13302	FK01
DELL	24' MONITOR	U2415	911-13303	FK01
DELL	24' MONITOR	U2415	911-13304	FK01
INF				
DELL	24' MONITOR	U2415	911-13227	INK1
DELL	24' MONITOR	U2415	911-13228	INK1
DELL	24' MONITOR	U2415	911-13231	INK2
DELL	24' MONITOR	U2415	911-13232	INK2
DELL	24' MONITOR	U2415	911-13235	INK3
DELL	24' MONITOR	U2415	911-13236	INK3

ATTACHMENT "A-2"

**VESTA MONITORS
CALLTAKERS**

HP	22" MONITOR	Z22i	911-12023
HP	22" MONITOR	Z22i	911-12026
HP	22" MONITOR	Z22i	911-12028
HP	22" MONITOR	Z22i	911-12030
HP	22" MONITOR	Z22i	911-12032
HP	22" MONITOR	Z22i	911-12034
HP	22" MONITOR	Z22i	911-12036
HP	22" MONITOR	Z22i	911-12038
HP	22" MONITOR	Z22i	911-12040
HP	22" MONITOR	Z22i	911-12042
HP	22" MONITOR	Z22i	911-12044
HP	22" MONITOR	Z22i	911-12046

SO

HP	22" MONITOR	Z22i	911-12016
HP	22" MONITOR	Z22i	911-12005
HP	22" MONITOR	Z22i	911-12014
HP	22" MONITOR	Z22i	911-12007
HP	22" MONITOR	Z22i	911-12012
HP	22" MONITOR	Z22i	911-12010

SUPERVISOR

HP	22" MONITOR	Z22i	911-12022	PSK1
HP	22" MONITOR	Z22i	911-12019	PSK1
HP	22" MONITOR	Z22i	911-12018	FIRE

City PC's

Dell	MONITOR	P2210t	911-10781	PSK1
Dell	MONITOR	2209Waf	911-11421	PSK1
Dell	MONITOR	1908FPt	911-10365	PSK2
Dell	MONITOR	2209Waf	911-10935	CK10
Samsung	MONITOR	19VSSS	00181	PK02
Dell	MONITOR	19"	40494	PK07
Acer	MONITOR	19"	911-10463	PK06
Dell	MONITOR	P2210t	911-11291	INK1
Dell	MONITOR	2209Waf	911-11363	INK2
Dell	MONITOR	P2210t	911-11290	INK3
Dell	MONITOR	2209Waf	911-11514	ASK1



Capital Improvement Department

MAYOR

Dee Margo

FIRST CLASS MAIL/CERTIFIED MAIL/RECEIPT REQUESTED

September ____, 2020

CITY COUNCIL**District 1**

Peter Svarzbein

District 2

Alexsandra Annello

District 3

Cassandra Hernandez

District 4

Dr. Sam Morgan

District 5

Isabel Salcido

District 6

Claudia L. Rodriguez

District 7

Henry Rivera

District 8

Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

El Paso County 911 District

Attn: Scott Calderwood

2829 Montana Ave.

El Paso, Texas 79903

RE: City of El Paso Final Offer of Purchase- 200 N. Kansas St., El Paso, Texas

Legal Description: 41 MILLS E 240 FT OF S ½ OF BLK (28800 SQ FT)

Dear Mr. Scott Calderwood:

As previously stated in the City's correspondence to you dated June 29, 2020, the City of El Paso ("City") desires to acquire real estate for the purpose of a COVID - 19 Response call and contact-tracing center. This acquisition of real estate is necessary due to COVID-19 health emergency, which requires the purchase of the property interest referred to above ("Property").

On June 29, 2020 the City of El Paso (the "City") sent an Initial Offer Letter (the "Initial Offer") for purchase of the Property. The City is prepared to make its Final Offer to the sum of \$5,000,000 for purchase of the Property. This Final Offer is based on an appraisal and review appraisal obtained by the City. A copy of the appraisal and review appraisal are enclosed to this correspondence.

In accordance with Section 21.0113 of Texas Property Code, the City provides you 14 days from receipt of this letter to respond to this Final Offer.

If you wish to accept the Final Offer. Please sign the enclosed Contract of Sale and return it to Lisa Gala. Please do not fill out the Effective Date. This date will be filled out by the City following approval of the El Paso City Council. Please note that if property owner is a partnership, joint venture, trust, or a corporation, the City will require copies of the corporate document authorizing the transaction and the authority of the person signing on behalf of the entity. Please note this contract does not become effective until approved by City Council and signed by an authorized representative of the City of El Paso.

Sam Rodriguez, P.E. – City Engineer

Capital Improvement Department | City 2, 218 N. Campbell, 2nd Floor | El Paso, TX 79901

O: (915) 212-1845 | Email: RodriguezS3@elpasotexas.gov





Capital Improvement Department

MAYOR

Dee Margo

CITY COUNCIL

District 1

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Henry Rivera

District 8

Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

The City contact information is as follows:

Lisa Gala, Redevelopment Manager
Capital Improvement Department
City 2, 218 N. Campbell, 2nd Floor
El Paso, Texas 79901
(915) 212-1847
GalaLM@elpasotexas.gov

Upon receipt of the signed Contract of Sale, City staff will recommend approval that the El Paso City Council approve the agreement.

If you are not willing to accept this Offer, you may submit a written request for settlement at the address and phone number above, setting forth a counteroffer amount and the basis for such amount.

You have the right to discuss the Offer with others or you may (but are not required to) keep the Offer confidential from others, subject to the provisions of Chapter 552, Texas Government Code (the Texas Public Information Act) as it may apply to the City. To assist you in knowing your rights, the "State of Texas Landowner's Bills of Rights.

Thank you for your prompt attention to this matter. Please contact Lisa Gala at (915) 212-1847 if you have any questions or need further explanation.

Sincerely,

Sam Rodriguez, P.E.
City Engineer
Capital Improvement Department

Enclosures:

Appraisal Report
Review Appraisal
Contract of Sale with Deed
State of Texas Landowner's Bill of Rights

Sam Rodriguez, P.E. – City Engineer
Capital Improvement Department | City 2, 218 N. Campbell, 2nd Floor | El Paso, TX 79901
O: (915) 212-1845 | Email: RodriguezS3@elpasotexas.gov

