

ORDINANCE NO. 2010- 24

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PIMA COUNTY ARIZONA RELATING TO GENERAL OBLIGATION AND SEWER REVENUE BOND PROJECTS AMENDING ORDINANCE NUMBER 2004-18 BOND IMPLEMENTATION PLAN, MAY 18, 2004 SPECIAL ELECTION (AS AMENDED OCTOBER 11, 2005 BY ORDINANCE NUMBER 2005-92 AND APRIL 4, 2006 BY ORDINANCE NUMBER 2006-21 AND OCTOBER 17, 2006 BY ORDINANCE NUMBER 2006-84 AND APRIL 10, 2007 BY ORDINANCE NUMBER 2007-33 AND NOVEMBER 6, 2007 BY ORDINANCE NUMBER 2007-95 AND APRIL 1, 2008 BY ORDINANCE NUMBER 2008-25 AND NOVEMBER 18, 2008 BY ORDINANCE NUMBER 2008-106 AND APRIL 21, 2009 BY ORDINANCE NUMBER 2009-40 AND OCTOBER 6, 2009 BY ORDINANCE NUMBER 2009-92) FOR THE PURPOSE OF REALLOCATING BOND FUNDS, AMENDING THE SCOPE OF CERTAIN PROJECTS, AMENDING IMPLEMENTATION PERIODS FOR CERTAIN BOND PROJECTS, AND AUTHORIZING THE USE OF ADDITIONAL OTHER FUNDS TO FINANCE CERTAIN PROJECTS.

WHEREAS, the Board of Supervisors adopted Chapter 3.06 of the Pima County Code titled "Bonding Disclosure, Accountability and Implementation;" and,

WHEREAS, in compliance with Chapter 3.06, the Board of Supervisors adopted Ordinance Number 2004-18, the "Bond Implementation Plan, May 18, 2004 Special Election;" and

WHEREAS, the Board of Supervisors, on October 11, 2005 enacted Ordinance Number 2005-92 and on April 4, 2006 enacted Ordinance Number 2006-21 and on October 17, 2006 enacted Ordinance Number 2006-84 and on April 10, 2007 enacted Ordinance Number 2007-33 and on November 6, 2007 enacted Ordinance Number 2007-95 and on April 1, 2008 enacted Ordinance Number 2008-25 and on November 18, 2008 enacted Ordinance Number 2008-106 and on April 21, 2009 enacted Ordinance Number 2009-40 and on October 6, 2009 enacted Ordinance Number 2009-92 amending Ordinance Number 2004-18 in compliance with provisions of Chapter 3.06; and

WHEREAS, the Board of Supervisors desires to amend Ordinance Number 2004-18 (as amended by Ordinance Number 2005-92, Ordinance Number 2006-21, Ordinance Number 2006-84, Ordinance Number 2007-33, Ordinance Number 2007-95, Ordinance Number 2008-25, Ordinance Number 2008-106, Ordinance Number 2009-40, and Ordinance Number 2009-92) in compliance with provisions of Chapter 3.06:

NOW THEREFORE, IT IS HEREBY ORDAINED by the Board of Supervisors of Pima County, Arizona:

Ordinance Number 2004-18 (as amended by Ordinance Number 2005-92, Ordinance Number 2006-21, Ordinance Number 2006-84, Ordinance Number 2007-33, Ordinance Number 2007-95, Ordinance Number 2008-25, Ordinance Number 2008-106, Ordinance Number 2009-40, and Ordinance Number 2009-92), is hereby amended as follows:

Question No. 1 - Sonoran Desert Open Space and Habitat Protection; Preventing Urban Encroachment of Davis-Monthan Air Force Base

1.18 Kelly Ranch and Wildlife Corridor Lands

Location: The Kelly Ranch parcels are located at the intersection of Tangerine and Oracle, on the east side of Oracle. The wildlife corridor parcels are located along Oracle Road south of Wilds Road.

Scope: Purchase in fee simple or acquire conservation easements on 5 parcels totaling 103 acres, which would be added to the boundaries of Catalina State Park. Pima County, Town of Oro Valley and Arizona State Parks would arrange for a land exchange. The scope also includes purchase of wildlife corridor parcels, tax codes 223-01-0030 and 222-45-009C.

Benefit: Preservation of these parcels will prevent urban encroachment on the sensitive natural resources of Catalina State Park, which surrounds these parcels on the north, east and south. Significant cultural and archeological resources that exist on the site will also be protected, and recreational and educational opportunities for the public will be created. Purchase of the wildlife corridor parcels would contribute to the conservation of a key wildlife corridor between the Catalina and Tortolita mountains, across Oracle Road.

Cost: \$5,000,000

Bond Funding: \$2,500,000

Other Funding: \$2,500,000 - The Town of Oro Valley, with the close cooperation of Pima County, will seek this additional funding from Arizona State Parks.

Implementation Period: 1, 2, 3

Project Management: the Town of Oro Valley will negotiate with the property owner and acquire the property with County bond funds, in accordance with all provisions of this ordinance and pursuant to an intergovernmental agreement between Pima County and the Town.

Future Operating and Maintenance Costs: Operating and maintenance costs associated with this acquisition will be minimal and will be absorbed in the annual State Parks Operating Budget.

Question No. 3 - Public Safety and Justice Facilities

3.1 Pima County Regional Public Safety Communications Network

Location: Countywide

Scope: Design, procurement and deployment of a regional public safety voice and data communications network to serve twenty fire districts, eleven police agencies, and the Pima County Office of Emergency Management and Homeland Security. Collectively these entities are responsible for providing public safety and emergency management services to the Pima County populace, and most specifically to their individual jurisdictions. The list of agencies to be served by the regional public safety communications network is presented below:

Fire Departments

1. Ajo/Gibson Volunteer Fire
2. Arivaca Volunteer Fire
3. Avra Valley Fire District
4. Corona de Tucson Fire District
5. Drexel Heights Fire District
6. Elephant Head Volunteer Fire
7. Golder Ranch Fire District
8. Green Valley Fire District
9. Helmet Peak Fire District
10. Mt. Lemmon Fire District
11. Northwest Fire District
12. Pascua Pueblo Fire
13. Picture Rocks Fire District
14. Rincon Valley Fire District
15. South Tucson Fire
16. Three Points Fire District
17. Tohono O'odham Fire
18. Tucson Airport Authority Fire
19. Tucson Fire
20. Why Fire District

Police Agencies

1. Marana Police Department
2. Oro Valley Police Department
3. Pascua Yaqui Police Department
4. Pima College Department of Public Safety
5. Pima County Sheriff's Department
6. Sahuarita Police Department
7. South Tucson Police Department
8. Tohono O'odham Tribal Police
9. Tucson Airport Authority Police
10. Tucson Police Department
11. University Police Department
12. Pima County Office of Emergency Management & Homeland Security

General Scope/Description

1. Regional Public Safety Voice Communications Network

The new system will provide the most modern, state-of-the art and widespread on-street coverage for the majority of Pima County first responders and will be scalable so that additional users, features and capacity can be added to the system as needs and resources dictate.

This proposal will deploy a digital 800MHz trunked radio system operated throughout Pima County. This will allow Pima County to reuse and split frequencies already licensed to the County and other partners to serve more needs. Use of a trunked system with a simulcast subset will assure the most efficient use of resources.

Portable radio in-building coverage is desired in many areas of the County to facilitate the routine and tactical communications needs of fire and police first responders. The radio system will provide varying levels of in-building coverage as determined by the governance committees. Existing antenna sites will be reused where possible to minimize cultural and environmental impacts, and to minimize costs.

~~The proposed system is inclusive of high performance data communications. Police and fire agencies utilize mobile data technology to provide their first responders with information that can help them to successfully manage incidents. Police officers require computer aided dispatch and intelligence information, while firefighters are aided by information about facilities, hazardous materials inventories and location maps.~~

~~Global positioning satellite technology is also proposed. GPS transmitters in mobile radios will send the coordinates of vehicles to a mapping application so that agencies can immediately identify, locate and manage personnel resources. This will improve both public and first responder safety.~~

The system will also allow for provide interagency "interoperability" for participant agencies, which means first responders from different agencies can talk directly, in real-time to each other, to better coordinate their actions and emergency response actions.

The radio project will provide mobile and portable radios, and dispatch consoles for the participating jurisdictions as determined in a user needs assessment process.

1. 2. Regional Communications Center and Homeland Security Emergency Operations Center

An approximately ~~50,000~~ 60,000 square foot facility, proposed to be located at ~~2300 East Ajo Way~~ 3434 E. 22nd Street, in Tucson will be ~~constructed~~ renovated and equipped. The Communications Center ~~would allow for co-location of~~ will co-locate the dispatch functions 9-1-1, dispatch and emergency management operations of the Pima County Sheriff, Pima County Fire Districts, and the Pima County Office of Emergency Management & Homeland Security, ~~Tucson Police Department, and Tucson Fire Department.~~

The City of Tucson will renovate and equip approximately 23,000 square feet of an existing facility located at 4004 S. Park Avenue to co-locate the dispatch functions of the Tucson Police Department and Tucson Fire Department.

The two buildings will each provide backup capabilities for the other to maintain an ability to provide uninterrupted 9-1-1 services for the City of Tucson and unincorporated Pima County.

9-1-1 Public Safety Answering Point (PSAP) equipment for both facilities will be upgraded or replaced to provide enhanced 9-1-1 services for the City of Tucson and unincorporated Pima County.

2. 9-1-1 Telecommunications Equipment

~~Upgrade and replace telephone equipment infrastructure; 9-1-1 telecommunications infrastructure; all telephone switching equipment related to the new county/city communication center and Emergency Operations Center (EOC); and Public Safety Answering Point (PSAP) equipment.~~

3. Automatic Vehicle Location

~~Global positioning satellite tracking technology is also proposed. GPS transmitters in mobile radios will send the coordinates of vehicles to a mapping application so that agencies can immediately identify, locate and manage their personnel resources. This will improve both public and first responder safety.~~

4. Tucson Fire Department Basic In-Building Coverage

~~The City of Tucson, with a service population nearing 500,000, and with the existence of multi-story and complex structures requires that the on-street radio coverage be enhanced to a level that would accommodate basic in-building coverage. Antenna sites are to be determined. Reuse of existing sites in the City of Tucson and Pima County are recommended. On-street coverage will be enhanced by adding and supplementing existing sites in the City of Tucson service area.~~

General Implementation Principles

A. Governance Structure - Bond investments will be guided by multi-jurisdiction police and fire management consultation and cooperation committees to maximize effectiveness and hence public safety. ~~To achieve this multi-jurisdictional cooperation, three committees will be formed: an Executive Management Committee, a User Committee, and a Technical Committee.~~ An Executive Management Committee, Sheriff serving as chair, shall be formed to manage all decisions related to Program implementation. The Executive Management Committee shall consist of the Sheriff, representatives from the four largest participating law enforcement entities in the County, the three largest participating fire agencies, and the Pima County Department of Emergency Management and Homeland Security. This nine-member Executive Management Committee will be responsible for implementation of the public safety communications program funded by bonds. The Executive Committee is responsible for involving the participating agencies in the planning and implementation process to assure that future user agency needs are considered in decisions regarding planning, design, implementation, and operations. ~~A User Committee will be formed to be advisory to the Executive Management Committee, made up of representatives of all police and fire agencies in Pima County and participating federal and state agencies. The Executive Management Committee shall also appoint a Technical Committee to develop all necessary technical analyses in support of radio system development.~~ The Executive Management Committee will make all recommendations for bond fund expenditures to the Board of Supervisors.

B. Minimum Planning and Performance Standards - Before bonds are sold for any purposes other than preliminary engineering and planning, the committee will develop a detailed report on: 1) system performance specifications that will provide assurances that the communications system will comply with all actual and pending national standards for such systems; 2) a detailed operation and maintenance plan that details how a single, unified, regional public safety communications system will be created and operated; and 3) all public safety agencies in Pima County, including tribal agencies, will execute intergovernmental agreements in which they commit to participate in the system as well as use communications equipment in a manner consistent with the technical specifications and management for a unified regional system, and to not operate any other communications systems that will deter from or otherwise impede the operation of the unified, regional system; and to not unilaterally withdraw from the unified, regional system without adequate written notice to all other parties to the agreement.

C. Bond Funding Limited - The \$92 million of bonds authorized is the minimum expenditure for the proposed regional public safety communications system. The participating public safety agencies will commit to an aggressive and continuing effort to obtain federal and state grants for this purpose. It is estimated that another \$13 million or more is needed to develop the minimum desired system.

D. Service Life - ~~The systems and equipment~~ purchased must have a physical service life of at least 20 years and will be compatible to the maximum extent practical with evolving technological innovations that can be reasonably foreseen.

E. Cooperation with State and Federal Agencies - State and federal agencies, as well as surrounding southern Arizona counties, will also be invited to participate in the User Committee in development of a regional system such that the system can easily accommodate federal and state investments for this purpose.

F. Homeland Security - Development of the public safety communications system will also cooperate to the maximum extent possible with the efforts of the Federal government to increase Homeland Security.

Component Cost Estimates:

The following cost components are presently estimated for the system.

<u>Component</u>	<u>Estimated Costs</u>
1. Engineering Design	\$ 1,000,000
2. Voice and Data Communications Network	
— Radio Network Infrastructure	22,900,000
9 existing radio transmitter sites requiring transmitters, microwave radio links, shelters, power, tower modifications & storage facilities	
3 proposed radio transmitter sites requiring transmitter, microwave radio links, towers, structures, shelters, power, storage facilities, civil work & studies	
— High performance data infrastructure	2,250,000
— High performance mobile modems	3,897,600
— Subscriber Equipment	23,985,582
1,476 public safety mobile radios	
3,523 public safety portable radios	
140 console/ette control stations	
3. Regional Communications Center and Homeland Security EOC	17,747,500
4. 9-1-1 Telecommunications Equipment	3,400,000
5. Automatic Vehicle Location	5,392,000
6. City of Tucson Fire Department In-Building Coverage	24,286,253
— Total	\$104,858,935

Bond Funding: \$92,000,000

<u>Component</u>	<u>Estimated Costs</u>
Regional Public Safety Voice Communications Network	
1. Consultant design, engineering and implementation support services	\$ 2,576,623
2. Voice Communications System	\$ 25,089,375
3. Subscriber Equipment (mobile and portable radios)	\$ 19,970,544
4. Microwave and IP Network	\$ 3,067,000
5. Antenna Site Development (towers, structures, shelters)	\$ 4,217,800
6. Internal Project Management Labor and Miscellaneous Expenses	\$ 1,742,750
7. Maintenance Shop Equipment & FF&E	\$ 664,800
8. Project Contingencies & Taxes	\$ 6,411,675
Radio System Total	\$ 63,740,567
Regional Emergency Communications and Operations Center	
1. General Contractor	\$ 15,143,600
2. Furnishings & Equipment	\$ 14,173,810
3. Land Acquisition	\$ 6,586,052
4. Building Permits & Plans Reviews	\$ 142,867
5. Internal Project Management Labor & Other Soft Costs	\$ 449,750

6. Architectural, Engineering & Other Professional Fees	\$ 2,587,848
7. Project Contingencies	\$ 1,735,435
RECOC Total	\$ 40,819,362

Bond Funding: \$92,000,000

Other Funding: \$13,000,000 - Federal and state funding should be available to cover this other funding from a variety of sources. The County started working with the Arizona and Pima County Congressional delegation in January 2004 on securing this additional funding, as well as initiating cooperative discussions with the Federal Department of Homeland Security. As of December 2009 the County has been awarded \$8,969,753 in federal grants to support the project.

Implementation Period: 1, 2, 3, 4, 5, 6. Funding will first be provided for necessary master system implementation study as identified in the Implementation Process section of this ordinance. This will allow a number of options to be examined for short-term financing to possibly purchase systems ahead of bond revenue cash flow.

Implementation Process:

Implementation of this program requires further detailed study and analysis. Prior to incurring major expenses, a master system implementation study will be conducted that provides: a) a radio system needs assessment, b) a technical study that identifies improvements necessary, c) a request for proposals to procure the system, hardware and equipment necessary to meet the performance parameters agreed upon, d) a strategy and detailed plan to obtain and develop additional funding to complete the improvements necessary that are not funded with bond funding, e) an assessment of vendors that are federally pre-qualified to provide wireless communication systems for public safety and homeland security, as well as an analysis of the cost-effectiveness of using pre-approved and authorized federal procurement processes to acquire the desired systems and equipment, and f) development of cost recovery formulas and charges to pay for system operating, maintenance and replacement costs. Results of this study will be used to plan the expenditures of bonds to meet the desired results of this bond program to develop and implement a regional public safety communications system that meets public safety agency requirements and those related to homeland security needs.

Benefits:

Pima County taxpayers fund twenty fire districts, eleven police agencies and the Pima County Office of Emergency Management and Homeland Security. Collectively these entities are responsible for providing public safety and emergency management services to the Pima County populace, and most specifically to their individual jurisdictions.

Their independently developed communications systems hinder interagency communications and compromise public safety. Systems deployed to meet the needs of individual jurisdictions are overlaid by even larger systems providing overlapping coverage within the same geographic area.

The cities or towns of Oro Valley, South Tucson, Tucson, Marana, Pima County, and some of the fire districts operate their own communications systems. Other smaller jurisdictions have made arrangements to share a neighboring system to meet their needs. These individual systems utilize proprietary equipment and operate in disparate frequency bands making effective interoperability very difficult.

~~Thirty-one~~ Thirteen local and state agencies have cooperatively deployed a radio gateway that rebroadcasts transmissions from one system to others on dissimilar frequencies from a radio site in the Tucson Mountains. This provides limited coverage, only one channel on which to interoperate, and communications delays. Because of its limitations, this system has rarely been put into service. When a catastrophic event occurs, multiple channels and widespread coverage are required to coordinate public safety activities. Today this level of resource is not available.

Public safety first responders rely on many tools to provide quality policing and fire services. None is more important for their safety and efficiency than their ability to communicate on demand, in real time with a reliable communications system. The primary concern of public safety agencies is the safety and protection of the citizens of Pima County. When catastrophic events occur, first responders are challenged to perform lifesaving tasks and to minimize property damage. The greater the crisis, the more public safety agencies need an efficient, coordinated response. To aid the public quickly and effectively by functioning as a team, these responders need realtime communications with each other. And because emergencies rarely respect geographical and political boundaries, public safety agencies of other communities also regularly respond. The terrorist attacks of September 11, 2001 serve to reinforce the need for interoperable, reliable communications for public safety workers.

In summary, it is the first time in history that there is a convergence of need at a time when technology is prepared to meet that need. A regional communications system will create an opportunity for agencies to work closely together for a common goal. It will provide effective interoperable voice communications to public safety workers so that they may provide improved services. It will eliminate duplication of effort and eliminate increased costs to taxpayers. It will provide all public safety workers with a communications network that will improve their safety and access to resources. It will dramatically improve the safety of all citizens in Pima County.

Question No. 4 - Parks and Recreational Facilities

4.8 Marana Mound Community Site

Location: The portion of the Marana Mound Community located largely west of the CAP Canal and east of Interstate 10.

Scope: Purchase of prehistoric archaeological sites, most notably the Marana Platform Mound site that is the major site within the Marana Mound community, all of which is threatened by development.

Benefits: This project will preserve and protect extremely significant Hohokam archaeological sites from impending development. The Marana Mound Community consists of several large Hohokam village sites dating from AD 1150 to 1300, a late period of Hohokam occupation and land use, that covers more than 50 square miles. This community represents the height of population and organizational complexity in the area. Sites in the Marana Mound Community have a wide functional range: a platform mound ceremonial and residential center, walled adobe residential compounds, hillside terrace sites, and a variety of agricultural fields and features that include extensive rock pile fields used for agave production and a six mile long canal from Los Morteros. This acquisition is focused on the platform mound ceremonial center, which is located primarily on State Trust lands and partly on private lands in an area of rapid urban growth. The State lands are designated for commercial development. This project will benefit all residents of Pima County and visitors.

Costs: ~~\$360,000~~ \$50,000

Bond Funding: ~~\$360,000~~ \$50,000

Other Funding: None identified at this time

Project Duration: Planning at 12 to 18 months and Land acquisition at 27 to 36 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office and Pima County Natural Resources, Parks and Recreation through an intergovernmental agreement with the Town of Marana.

Future Operating and Maintenance Costs: None

4.11 Honey Bee Village Site Acquisition

Location: Town of Oro Valley, along Honeybee Creek east of North Vistoso Boulevard.

Scope: Purchase sufficient acreage to protect the critical areas of the Honeybee Village site that are threatened by planned residential development.

Benefits: Honeybee Village is a large prehistoric village located along the drainage of the same name in the Cañada del Oro Valley. It is one of a small set of settlements in the region that were settled near the start of the Hohokam Cultural sequence (around AD 450-600) that were continuously occupied up to the thirteenth century. The settlement has a cluster of 19 large mounds that surround a possible plaza, and it has a small ballcourt and a walled enclosure that may have enclosed rooms or a special use space near the end of its occupation. It is estimated that 500 to 800 pit structures are present on the site along with many other cultural features. It is the only such large village site left largely intact within the Town of Oro Valley. Acquisition of the Honeybee Village site will protect critical portions of the site from destruction resulting from planned residential development and preserve these areas for future generations. Future public benefit for all citizens of Pima County and visitors includes heritage education and scientific research.

Cost: ~~\$1,340,000~~ \$1,650,000

Bond Funding: ~~\$1,340,000~~ \$1,650,000

Other Funding: None identified at this time

Project Duration: Planning at 1 to 6 months and Land acquisition at 16 to 30 months.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: The Town of Oro Valley will negotiate with the property owner and acquire the property with County bond funds, pursuant to an intergovernmental agreement between Pima County and the Town.

Future Operating and Maintenance Costs: Undetermined at this time.

4.13 Tumamoc Hill Acquisition

Location: West slope of Tumamoc Hill in the vicinity of "A" Mountain.

Scope: Tumamoc Hill and the Desert Laboratory have unique and significant value as open space that is critically important to the citizens of Pima County. The 320 acres on the west slope of Tumamoc Hill has been an integral part of the 869-acre Tumamoc Hill Preserve, which has been in continuous use as an ecological research facility since 1903. This site is currently owned by the Arizona State Land Department and may be endangered by future sale and inappropriate development. Acquisition and preservation of this parcel and other County-owned cultural resource properties through boundary demarcation, preservation planning, fencing and other protection measures, and interpretation are is planned.

Benefits: Preservation of this important landmark and other County-owned cultural resources as undisturbed natural open space, to retain ~~this~~ these sites as a focal point in the community, and to preserve ~~its~~ their natural and cultural values for future public benefit.

Cost: \$1,337,074

Bond Funding: \$1,337,074

Other Funding: None identified at this time

Project Duration: Planning at 11 to 15 months, Design at 12 to 24 months, and Construction at 6 to 15 months.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County Cultural Resources and Historic Preservation Office/Facilities Management, and Natural Resources, Parks and Recreation.

Future Operating and Maintenance Costs: University of Arizona

4.16 Ajo Curley School Art Institute

Location: The Curley School is located in Ajo within the Ajo Townsite Historic District, listed on the National Register of Historic Places.

Scope: Preserve the defining historic characteristics of the historic Curley School and other historic properties in the Ajo Townsite Historic District through preservation easements to retain and rehabilitate defining historic interior and exterior characteristics, while planning for the rehabilitation and adaptive use of the buildings, including use by Pima County Natural Resources, Parks and Recreation for recreational programs and other uses.

Benefits: The International Sonoran Desert Alliance, a tri-cultural non-profit organization has worked with the community of Ajo in developing a concept for an innovative housing and economic development project that involves the adaptive use of the historic Curley School and other historic buildings. The proposed project is to develop the school complex into 40 to 50 affordable live/work rental units for low-income individuals and families, restore indoor and outdoor theatres, provide classrooms for community education, offices, and other community space in these buildings. The

Ajo Townsite is listed on the National Register of Historic Places at the “national” level of significance as a rare example of a model company town, built during the City Beautiful movement of the early 20th century. The Curley School, built in the Spanish Colonial Revival style, anchors the western axis of the town’s center and historic district. Curley School is likely to be eligible for federal rehabilitation tax credits, provided the historic architectural character and defining elements are maintained. Purchase of preservation easements will ensure the historic character of the buildings is preserved, reuse nationally significant buildings, provide much needed funding for adaptive use, and provide the town of Ajo with affordable housing and innovative opportunities for sustainable economic development that is sensitive to the town’s historic character.

Cost: ~~\$500,000, with Planning/Design being \$112,000, Construction being \$376,000, and Other being \$12,000.~~ \$1,115,000

Bond Funding: \$500,000

Other Funding: ~~None identified at this time for the preservation easement project. Other funding has been secured and will be sought for other aspects of the Ajo Curley School project.~~ CDBG Funds: \$115,000 for purchase of Ajo Curley Gymnasium and Transportation Enhancement Grant: \$500,000

Project Duration: Planning at 9 to 15 months, Design at 13 to 18 months, and Construction at 16 to 30 months.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County Cultural Resources and Historic Preservation Office; Natural Resources, Parks and Recreation; Facilities Management

Future Operating and Maintenance Costs: None

Question No. 6 - Sewer System Revenue Bonds

6.3 Santa Cruz Interceptor, Prince to Franklin

Location: Located along the easterly bank of the Santa Cruz River, from downtown near Franklin Street northerly to Prince Road for a total of approximately 19,000 linear feet.

Scope: Construct a new, large diameter (66-inch and 72-inch) gravity interceptor sewer north from downtown near Franklin Street to Prince Road where it will connect to the 78-inch diameter interceptor tributary to the Roger Road WWTP. A section of the interceptor, between Grant Road and Miracle Mile (Phase I), has been constructed in conjunction with a Flood Control bank stabilization project. This bond project provides for the installation of Phase II, approximately 11,000 linear feet, and Phase III, approximately 8,000 linear feet, and the associated construction administration.

Benefits: This project was identified in the 1990 Facility Plan. The Construction of the project will provide hydraulic relief for the Northwest Outfall Interceptor and provide needed conveyance capacity for future flows originating in the south and southeast areas of the metropolitan service area including Rio Nuevo.

~~Cost: For the remaining Phase II & III of the Project, the total costs are now estimated at \$39,500,000, with Design being \$140,000, Right of Way being \$180,000, and Construction being \$39,180,000. \$45,305,172~~

Bond Funding: \$25,000,000

~~**Other Funding:** \$14,500,000 from System Development Funds- \$666,592 System Development Funds, \$19,638,580 RWRD Obligations.~~

Project Duration: Right-of-way negotiations are currently underway. Right-of-way is accomplished concurrently with Planning and any needed design modifications, with Design at 6 to 12 months, Right-of-way at 12 to 24 months, and Construction at 33 to 48 months.

Implementation Period: 1, 2, 3, 4

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: In the first year after construction, operating and maintenance costs are under warranty. After that period, the operating and maintenance costs would be approximately \$2,000 per mile annually, or \$8,000 for the entire 4-mile reach. The costs are paid for from Wastewater Management's budget, which is funded by user fees.

6.4 Roger Road Wastewater Treatment Plant (WWTP) to Ina Road Water Pollution Control Facility (WPCF) Plant Interconnect

Location: Within the corridor bounded on the west by Silverbell Road and on the east by Interstate-10 from Sweetwater Drive to Walker Road, as well as a location along the Rillito River between Campbell Road and Craycroft Road. Actual alignments will be determined by an initial project study.

Scope: Design, acquire easements and construct approximately 5 miles of sewer (gravity/pressure) and the associated wastewater pumping system (WWPS) and other system improvements needed to provide operational flexibility to treat tributary flows at either the Roger Road or the Ina Road treatment facilities.

The Plant Interconnect will provide the ability to divert part of the flow normally treated at the Roger Road Facility to the Ina Road Facility and vice-versa. This will allow de-activation of parts of either plant for repairs or maintenance; and allow the balancing of treatment demand with available plant capacity. Another integral component of the project is construction of a new WWPS positioned between Campbell and Craycroft, in combination with a force main crossing the Rillito River which will provide the ability/flexibility of routing flows - through the existing South Rillito interceptor/plant interconnect system - to the Ina Road Facility for treatment.

Benefits: This project was initially identified in the 1978 and 1990 Facility Plans as a future mechanism to assist in managing flows between the existing Ina Road and Roger Road treatment plants. A 12.5 mgd expansion is nearly complete at the Ina Road WPCF. The overall goal is to use available conveyance and treatment capacity at both WWTF's to maximize the efficiency of the sewerage system.

~~**Cost:** \$23,000,000, with Administration being \$460,000, Planning being \$200,000, Design being \$1,500,000, Right of Way being \$600,000, and Construction being \$20,240,000. \$42,587,885~~

Bond Funding: ~~\$21,200,000~~ \$22,536,862

Other Funding: ~~\$1,800,000 from System Development Funds~~ \$19,994,412 RWRD Obligations, \$54,052 SS-15 1997 Bonds, \$2,559 SDF.

Project Duration: Right-of-way will be acquired concurrently with Planning, Design Procurement, and Design, with Planning at 2 to 6 months, Design at 19 to 24 months, Right-of-Way at 10 to 20 months, and Construction at 26 to 40 months.

Implementation Period: 1, 2, 3, 4

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: Costs for a new two-way pumped interconnect installation, with a pump station at each end, are estimated at approximately \$140,000 per month of actual operation. The costs are paid from the Wastewater Management budget, which is funded by user fees.

6.10 New Marana Wastewater Treatment Plant (WWTP) Expansion

Location: East of Trico Road and North of Marana Road near the Santa Cruz River

Scope: This project provides an expansion of the existing Marana WWTP, including acquisition of property for the required setbacks, to provide capacity for the growth in the area, as well as produce effluent for reuse and/or recharge.

Benefits: Expanding population in the Marana WWTP service area necessitates increased wastewater treatment capacity. Wastewater flows are rapidly increasing. In cooperation with the Town of Marana, a 208 Plan was developed for the entire Marana sewer system, which includes utilizing the existing WWTF's site for an expanded treatment facility for the Northwest Marana area. The \$2 million from the 1997 Bond Authorization originally envisioned the relocation and construction of a much smaller facility. The 1997 Bond Authorization will augment the 2004 bond funds. The capacity of the Marana facility is currently 150,000 GPD. This project will expand the overall facilities treatment capacity to approximately 2 MGD on a schedule compatible with the tributary area's projected new growth. Additional acreage surrounding the plant site will be acquired to meet current setback requirements. The expansion will provide effluent for reuse, recharge and/or environmental restoration.

Cost: ~~\$30,806,655, with Design being \$2,000,000, Right of Way being \$1,400,000 and Construction being \$27,406,655.~~ \$38,564,024

Bond Funding: \$12,406,655

Other Funding: ~~\$2,050,000 from 1997 Sewer Revenue Bond Authorization SS-8, New Marana Wastewater Treatment Plant (WWTP) Expansion, and \$16,350,000 from System Development Funds (SDF).~~ \$3,454,951 SDF, \$22,702,418 RWRD Obligations

Project Duration: Right-of-way is concurrent with Procurement Design, with Design at 12 to 18 months, Right-of-Way at 10 to 20 months, and Construction at 24 to 36 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: Based on similar plants (such as the Avra Valley WWTF), costs of \$750,000 per year are estimated. The costs are paid for from Wastewater Management's budget, which is funded by user fees.

6.12 Mt. Lemmon Sewer System

Location: Village of Summerhaven along Sabino Canyon Parkway and immediate areas tributary to the existing sewer system.

Scope: To improve and expand the Mt. Lemmon WWTF and Effluent Disposal system in the area damaged in the Aspen Forest Fire of June/July of 2003 in order to better serve the needs of the greater Summerhaven area and to provide a source of reclaimed water for beneficial reuse, such as fire protection and subsequent recharge. Should this approval not be forthcoming, unneeded bond funds will be transferred to the Roger Road WWTP (Wastewater Treatment Plant) Infrastructure and Environmental Improvements Project for odor control mitigation purposes. The remaining bond funding totaling \$986,862 will be applied to 2004 bond Project SS6.04 Roger road WWTP to Ina Road WPCF Plant Interconnect.

Benefits: Due to the extent of the Aspen Fire damage, and the anticipated rebuilding of the Summerhaven area, it may be necessary to reconfigure and expand the entire Mt. Lemmon public sanitary sewerage treatment system, including conveyance, treatment and effluent disposal/reuse systems. Initially the system was authorized to serve only 47 specific properties with the public sewer system and dispose of the correspondingly limited amount of effluent in a spray field to the San Pedro drainage. The impact of the fire and subsequent rebuilding of the Summerhaven area will result in a new master plan. There is also community interest in providing wastewater treatment for additional residential hook-ups in lieu of private septic disposal. The resulting development will require the expansion of the existing 12,500 gallon per day wastewater treatment facility, upgrade of the water quality treatment to meet environmental permits (AZPDES, APP and Reuse permits) and evaluation and siting of additional disposal areas.

~~**Cost:** \$7,200,000, with Administration being \$122,000, Planning being \$50,000, Design being \$400,000, Right of Way being \$500,000, and Construction being \$6,128,000~~ \$521,055

~~**Bond Funding:** \$1,500,000~~ \$513,138

~~**Other Funding:** \$5,700,000 from System Development Funds~~ \$7,917 SDF

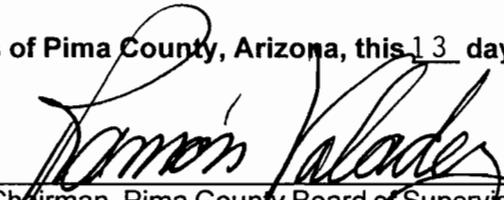
Project Duration: Planning at 12 to 15 months, Design at 18 to 30 months, Land Acquisition at 13 to 26 months, and Construction at 24 to 36 months.

Implementation Period: 4, 5, 6

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: Costs are estimated at \$575,000 per year. The costs are paid from Wastewater Management's budget, which is funded by user fees.

AS AMENDED by the Board of Supervisors of Pima County, Arizona, this 13 day of April, 2010.


Chairman, Pima County Board of Supervisors
APR 13 2010

Attest:

Reviewed by:


Clerk, Pima County Board of Supervisors


Pima County Administrator

Approved as to Form:


Civil Deputy County Attorney
REGINA NASSEN

Bond Improvement Plan

ORDINANCE NO. 2004-18

(As Amended October 11, 2005 by Ordinance Number 2005 - 92; and April 4, 2006 by Ordinance Number 2006-21; and October 17, 2006 by Ordinance Number 2006-84; and April 10, 2007 by Ordinance Number 2007-33; and November 6, 2007 by Ordinance Number 2007-95; and April 1, 2008 by Ordinance Number 2008-25; and November 18, 2008 by Ordinance Number 2008-106; and April 21, 2009 by Ordinance Number 2009-40; and October 6, 2009 by Ordinance Number 2009-92; and on April 13, 2010 by Ordinance Number 2010-24)

ORDINANCE NO. 2010-24

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PIMA COUNTY ARIZONA RELATING TO GENERAL OBLIGATION AND SEWER REVENUE BOND PROJECTS AMENDING ORDINANCE NUMBER 2004-18 BOND IMPLEMENTATION PLAN, MAY 18, 2004 SPECIAL ELECTION (AS AMENDED OCTOBER 11, 2005 BY ORDINANCE NUMBER 2005-92 AND APRIL 4, 2006 BY ORDINANCE NUMBER 2006-21 AND OCTOBER 17, 2006 BY ORDINANCE NUMBER 2006-84 AND APRIL 10, 2007 BY ORDINANCE NUMBER 2007-33 AND NOVEMBER 6, 2007 BY ORDINANCE NUMBER 2007-95 AND APRIL 1, 2008 BY ORDINANCE NUMBER 2008-25 AND NOVEMBER 18, 2008 BY ORDINANCE NUMBER 2008-106 AND APRIL 21, 2009 BY ORDINANCE NUMBER 2009-40 AND OCTOBER 6, 2009 BY ORDINANCE NUMBER 2009-92 AND APRIL 13, 2010 BY ORDINANCE NUMBER 2010-24) FOR THE PURPOSE OF REALLOCATING BOND FUNDS, AMENDING THE SCOPE OF CERTAIN PROJECTS, AMENDING IMPLEMENTATION PERIODS FOR CERTAIN BOND PROJECTS, AND AUTHORIZING THE USE OF ADDITIONAL OTHER FUNDS TO FINANCE CERTAIN PROJECTS.

WHEREAS, the Board of Supervisors adopted Chapter 3.06 of the Pima County Code titled "Bonding Disclosure, Accountability and Implementation;" and,

WHEREAS, in compliance with Chapter 3.06, the Board of Supervisors adopted Ordinance Number 2004-18, the "Bond Implementation Plan, May 18, 2004 Special Election;" and

WHEREAS, the Board of Supervisors, on October 11, 2005 enacted Ordinance Number 2005-92 and on April 4, 2006 enacted Ordinance Number 2006-21 and on October 17, 2006 enacted Ordinance Number 2006-84 and on April 10, 2007 enacted Ordinance Number 2007-33 and on November 6, 2007 enacted Ordinance Number 2007-95 and on April 1, 2008 enacted Ordinance Number 2008-25 and on November 18, 2008 enacted Ordinance Number 2008-106 and on April 21, 2009 enacted Ordinance Number 2009-40 and on October 6, 2009 enacted Ordinance Number 2009-92 and on April 13, 2010 enacted Ordinance Number 2010-24 amending Ordinance Number 2004-18 in compliance with provisions of Chapter 3.06; and

WHEREAS, the Board of Supervisors desires to amend Ordinance Number 2004-18 (as amended by Ordinance Number 2005-92, Ordinance Number 2006-21, Ordinance Number 2006-84, Ordinance Number 2007-33, Ordinance Number 2007-95, Ordinance Number 2008-25, Ordinance Number 2008-106, Ordinance Number 2009-40, Ordinance Number 2009-92 and Ordinance Number 2010-24) in compliance with provisions of Chapter 3.06:

NOW THEREFORE, IT IS HEREBY ORDAINED by the Board of Supervisors of Pima County, Arizona:

Ordinance Number 2004-18 (as amended by Ordinance Number 2005-92, Ordinance Number 2006-21, Ordinance Number 2006-84, Ordinance Number 2007-33, Ordinance Number 2007-95, Ordinance Number 2008-25, Ordinance Number 2008-106, Ordinance Number 2009-40, Ordinance Number 2009-92, and Ordinance Number 2010-24), is hereby amended as follows:

**Bond Implementation Plan
May 18, 2004 Special Election**

ORDINANCE NO. 2010-24

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
ADOPTING THE BOND IMPLEMENTATION PLAN FOR THE
MAY 18, 2004 SPECIAL BOND ELECTION.**

TABLE OF CONTENTS

I.	<u>Purpose</u>	1
II.	<u>Secondary Property Tax Impact and Wastewater Management Fee Impact of Issuing New General Obligation and Revenue Bond Debt</u>	1
	A. <u>General Obligation Bond Debt Service</u>	1
	1. <u>Secondary Property Tax Rate Not to Exceed \$0.8150 per \$100 Assessed Value</u>	2
	2. <u>Management of Debt and Secondary Property Taxes</u>	2
	a. <u>Debt Service on Existing General Obligation Bonds</u>	2
	b. <u>Municipal Bond Market Interest Rates</u>	3
	c. <u>Growth in Secondary Assessed Value of All Property in Pima County</u>	4
	3. <u>Scheduling of Sales of General Obligation Bonds Approved at the May 18, 2004 Special Bond Election</u>	4
	4. <u>Cost Implications of Selling General Obligation Bonds Approved by Voters at the May 18, 2004 Bond Election</u>	5
	B. <u>Sewer Revenue Bond Debt</u>	7
	C. <u>Bonds Also Paid Back by New Residents</u>	8
	D. <u>Cost Estimates, Bond Funding, and Other Funding</u>	9
III.	<u>General Schedule of Implementation of the County's 2004 Bond Project Development</u>	11
	A. <u>Schedule of Bond Sales</u>	11
	B. <u>Capital Programming</u>	12
	C. <u>Funding Competition from Large Projects</u>	13
	D. <u>Coordinating Implementation Among Several Jurisdictions</u>	13
	E. <u>Funding New Annual Operating and Maintenance Costs</u>	14
IV.	<u>Intergovernmental Coordination and Cooperation</u>	14
	A. <u>General Intergovernmental Agreement Requirement Relating to Design, Construction and Equipping of County Bond Projects by Other Jurisdictions</u>	14
	B. <u>No Modification of Jurisdictional Bond Projects Unless Requested by Jurisdiction</u>	16

V.	<u>Future County General Obligation Bond Capacity</u> <u>if All Bond Questions are Approved</u>	16
VI.	<u>Arbitrage Compliance Required</u>	17
VII.	<u>Specific Project Description, Scope of Work, and Location by Question and Project</u>	18
A.	<u>Question No. 1 - Sonoran Desert Open Space and Habitat Protection;</u>	
	<u>Preventing Urban Encroachment of Davis-Monthan Air Force Base</u>	18
1.	<u>Basic Acquisition Guidelines</u>	18
a.	<u>Acquisition Amount</u>	19
b.	<u>Estimated Acquisition Costs</u>	19
c.	<u>Condemnation Prohibited</u>	19
d.	<u>Independent Review</u>	19
e.	<u>Habitat Protection by Conservation Easement</u>	19
f.	<u>Conservation in Perpetuity</u>	19
g.	<u>Habitat Protection and Community Open Space Allocation</u>	19
h.	<u>Federal, State and Private Contributions</u>	19
i.	<u>State Trust Land Reform</u>	19
j.	<u>Davis-Monthan Related Acquisition</u>	20
k.	<u>Wildlife and Game Management</u>	20
2.	<u>General Categories of Open Space and Habitat Protection</u>	20
3.	<u>Funding of Open Space Categories</u>	21
a.	<u>Matching Funds</u>	21
b.	<u>Habitat Protection Project Area Allocation</u>	21
c.	<u>Conservation Easements and Development Rights</u>	21
d.	<u>Priority Acquisitions</u>	22
4.	<u>State Trust Land Reform</u>	22
5.	<u>Accountability and Transparency</u>	22
6.	<u>Rights of Property Owners</u>	22
7.	<u>Property Acquisition Process</u>	23
8.	<u>Specific Project Description, Scope of Work, and Location by Project</u>	23
a.	<u>Community Open Space Parcels</u>	23
1.1	Tucson Mountain Park-Sweetwater Preserve	24
1.2	Tucson Mountain Park-Camino de Oeste	24
1.3	Tucson Mountain Park-Dos Picos	25
1.4	Tortolita Mountain Park - Arizona Preserve Initiative	25
1.5a	Tucson Mountain Park-Robles Pass Arizona Preserve Initiative	26
1.5b	Tucson Mountain Park-Trails End Arizona Preserve Initiative	26
1.6	Catalina Conservation Easements	27
1.7	Canoa Ranch	27
1.8	Tucson Mountain Park-Los Morteros	28
1.9	Tortolita Mountain Park - Carpenter Ranch	28
1.10	Tortolita Mountain Park - East Biological Corridor Arizona Preserve Initiative	29
1.11	Catalina State Park Expansion - Arizona Preserve Initiative	30
1.12	Colossal Cave Mountain Park Expansion	30
1.13	Tucson Mountain Park-Painted Hills	31
1.14	Tucson Mountain Park-South Corridor	31
b.	<u>Urban Open Spaces Requested by Jurisdictions</u>	32
	<u>City of Tucson Priorities</u>	32
1.15	Agua Caliente and Brawley Wash	32

1.16	36th Street Corridor and Valencia.....	32
1.17	Habitat at 36th and Kino	33
	<u>Town of Oro Valley Priorities</u>	34
1.18	Kelly Ranch.....	34
	<u>Town of Sahuarita Priorities</u>	34
1.19	Santa Cruz River Open Space and Environmental Protection	34
c.	<u>Urban Open Spaces to Prevent Encroachment on</u>	
	<u>Davis-Monthan Air Force Base</u>	35
1.20	Urban Open Spaces to Prevent Encroachment	
	on Davis-Monthan Air Force Base	35
d.	<u>Habitat Protection Priorities</u>	36
1.21	Southeast Project Area	37
1.22	Santa Cruz Basin Project Area	37
1.23	Altar Valley Project Area	38
1.24	Avra Valley Project Area.....	39
1.25	Tortolita Mountains Project Area.....	39
1.26	Tucson Basin Project Area	40
1.27	San Pedro Project Area	41
B.	<u>Question No. 2 - Public Health and Community Facilities</u>	42
1.	<u>Specific Project Description, Scope of Work, and Location</u>	43
a.	<u>Public Health Facilities</u>	43
2.1	Kino Public Health Center.....	43
2.2	New Psychiatric Hospital	43
2.3	Teresa Lee Health Clinic and TB Clinic Relocation	44
b.	<u>Other Public Facilities</u>	45
2.4	Animal Care Center	45
2.5	Roy Place Commercial Building Restoration	46
2.6	Green Valley Performing Arts Center Phase 2	46
2.7	Mt. Lemmon Community Center	47
2.8	Amado Food Bank Kitchen	48
c.	<u>Neighborhood and Housing Reinvestment</u>	48
2.9	Pima County Neighborhood Reinvestment Projects.....	50
2.10	Neighborhood Reinvestment Affordable Housing Programs	51
d.	<u>Ina Road Tire Relocation</u>	51
2.11	Ina Road Tire Facility Relocation	51
e.	<u>County-Owned Museums</u>	52
2.12	Arizona Sonora Desert Museum - Auditorium	52
2.13	Arizona Sonora Desert Museum - Gray Water	53
2.14	Pima Air and Space Museum - Hangar #1 Center.....	53
C.	<u>Question No. 3 - Public Safety and Justice Facilities</u>	55
1.	<u>Specific Project Description, Scope of Work, and Location</u>	55
3.1	Pima County Regional Public Safety Communications System	55
3.2	New Pima County Justice Court/City of Tucson	
	Municipal Court Complex	60
3.3	Rehabilitation of Old Courthouse	62
3.4	Corrections Jail Security Project	63
3.5	Interagency Victim Advocacy Center	64
3.6	Juvenile Court Build-Out	65
D.	<u>Question No. 4 - Parks and Recreational Facilities</u>	66
1.	<u>Specific Project Description, Scope of Work, and Location</u>	68
a.	<u>Cultural/Historic Resources Bond Program</u>	68
4.1	Empirita Ranch Buildings Rehabilitation	68

4.2	Canoa Ranch Buildings Rehabilitation.....	68
4.3	Juan Bautista de Anza National Historic Trail.....	69
4.4	Fort Lowell Acquisition and San Pedro Chapel.....	70
4.5	Helvetia Townsite Acquisition	71
4.6	Steam Pump Ranch Rehabilitation.....	72
4.7	Binghampton Historic Buildings Rehabilitation	72
4.8	Marana Mound Community Site	73
4.9	Dakota Wash Site Acquisition.....	74
4.10	Coyote Mountains Sites Acquisition.....	74
4.11	Honey Bee Village Site Acquisition.....	75
4.12	Performing Arts Center Rehabilitation	76
4.13	Tumamoc Hill Acquisition.....	77
4.14	Los Morteros Preservation.....	77
4.15	Pantano Townsite Preservation	78
4.16	Ajo Curley School Art Institute	79
4.17	Dunbar School	80
b.	<u>Pima County Parks</u>	81
4.18	Flowing Wells Community Center.....	81
4.19	Southeast Regional Park/Shooting Range	81
4.20	Lighting of Existing and New Sports Fields.....	82
4.21	Curtis Park - Flowing Wells East.....	83
4.22	Catalina Community Park	84
4.23	Dan Felix Memorial Park.....	84
4.24	Brandi Fenton Memorial Riverbend Park at Binghampton Historic District	85
4.25	George Mehl Family Memorial Park	86
4.26	Rillito Race Track.....	86
4.27	Kino Public Sports Field Lighting	87
4.28	Feliz Paseos Universal Access Park	88
4.29	Picture Rocks Pool.....	89
c.	<u>City of Tucson Parks</u>	89
4.30	Eastside Sports Complex and Senior Center Site	89
4.31	Northside Community Center.....	90
4.32	Southeast Community Park	91
4.33	Houghton Greenway	91
4.34	Julian Wash Linear Park	92
4.35	Arroyo Chico Wash Improvements	93
4.36	Atturbury Wash Sanctuary Land Acquisition and Expansion.....	94
4.37	Pantano River Park.....	94
4.38	Rio Vista Natural Resource Park	95
d.	<u>Town of Marana Parks</u>	96
4.39	Cultural and Heritage Park.....	96
4.40	Tortolita Trail System	97
e.	<u>Town of Sahuarita Parks</u>	97
4.41	Anamax Park Multi-Use Ballfield.....	97
4.42	Bicycle Lane on Sahuarita Road	98
f.	<u>Town of Oro Valley Parks</u>	99
4.43	Naranja Town Site Park	99
g.	<u>Libraries</u>	100
4.44	Marana Continental Ranch New Library	100
4.45	Oro Valley Public Library Expansion.....	100
4.46	Wilmot Branch Library Replacement or Relocation	101

E.	<u>Question No. 5 - River Parks and Flood Control Improvements</u>	103
1.	<u>Specific Project Description, Scope of Work, and Location</u>	103
a.	<u>Floodprone and Riparian Land Acquisition</u>	103
5.1	Floodprone and Riparian Land Acquisition	103
b.	<u>Urban Drainage Infrastructure Program</u>	104
5.2	Urban Drainage Infrastructure Program.....	104
5.3	City of South Tucson Urban Drainage	106
c.	<u>Tribal Drainage Improvements</u>	107
5.4	Tohono O'odham Nation Drainage Improvements.....	107
5.5	Pascua Yaqui Tribe Black Wash Urban Drainage Flood Control Improvements	107
d.	<u>River Parks and Flood Control</u>	108
5.6	Santa Cruz River, Ajo to 29th Street.....	108
5.7	Santa Cruz River, Grant Road to Camino del Cerro	109
5.8	Rillito River Linear Park Completion	110
5.9	Santa Cruz River in the Vicinity of Continental Ranch.....	111
5.10	Cañada del Oro River Park, Thornydale to Magee.....	112
F.	<u>Question No. 6 - Sewer System Revenue Bonds</u>	113
1.	<u>Specific Project Description, Scope of Work, and Location</u>	114
a.	<u>Rehabilitation and Repair</u>	114
6.1	Roger Road Wastewater Treatment Plant (WWTP) Infrastructure and Environmental Improvements	114
6.2	Miscellaneous Conveyance Rehabilitation Projects	115
b.	<u>Augmentation/Addition of Conveyance Capacity</u>	116
6.3	Santa Cruz Interceptor, Prince to Franklin.....	116
6.4	Roger Road WWTP to Ina Road Water Pollution Control Facility (WPCF) Plant Interconnect	117
6.5	Tanque Verde Interceptor, Craycroft to Tucson Country Club (Phasell) 118	
6.6	Marana Regional Airport Sewer Connection.....	119
c.	<u>Enhanced Processing-Regulatory Ina Road WPCF</u>	119
6.7	Ina Road WPCF-Denitrification.....	119
6.8	Ina Road WPCF Central Plant and Electrical Upgrade.....	120
6.9	Ina Road WPCF Laboratory and Office Building	121
d.	<u>System Treatment Capacity</u>	122
6.10	New Marana WWTP Expansion	122
6.11	Avra Valley BNROD Expansion	123
6.12	Mt. Lemmon Sewer System.....	123

**Bond Implementation Plan
May 18, 2004 Special Election**

ORDINANCE NO. 2010-24

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
ADOPTING THE BOND IMPLEMENTATION PLAN FOR THE
MAY 18, 2004 SPECIAL BOND ELECTION.**

Be it ordained by the Board of Supervisors of Pima County, Arizona, as follows:

I. Purpose

The purpose of this ordinance is to comply with Chapter 3.06 of the Pima County Code (as amended) regarding bonding disclosure, accountability and implementation. On January 20, 2004, the Pima County Board of Supervisors passed and adopted Resolution Number 2004-18, ordering and calling for a special bond election to be held in Pima County, Arizona, on May 18, 2004, and approved a list of bond categories and specific programs and projects (Attachment One). Included in the resolution were six questions to be submitted to the electors. The first five questions, if approved, will authorize general obligation bonds of the County in the amount of \$582,250,000 for various purposes. The sixth question, if approved, will authorize sewer system revenue bonds in the amount of \$150,000,000. This Bond Implementation Plan sets forth the particulars regarding each project proposed to be constructed or developed in each question, setting forth the amount of bond funds to be allocated to each project, along with an estimated time frame for implementing the particular project.

This Bond Implementation Plan is to be adopted by the Board of Supervisors prior to the start of early voting for the special bond election, which is April 15, 2004, and may require modification in conformance with 3.06.050 of the County Code, if any question submitted to the qualified electorate of the County does not receive a majority of votes cast during the special election of May 18, 2004.

II. Secondary Property Tax Impact and Wastewater Management Fee Impact of Issuing New General Obligation and Revenue Bond Debt

The total value of general obligation bonds being submitted to the voters for approval is \$582,250,000. In addition, \$150,000,000 of sewer revenue bonds will also be subject to voter authorization. If all bonds are authorized for sale, actual sale of both general obligation and revenue bonds will be scheduled over nine years. All projects should be completed twelve years from the date of voter authorization. This section discusses issues relating to the issuance and management of general obligation bond debt and sewer revenue bond debt, focusing on the impacts of issuing new debt on secondary property taxes and wastewater user and connection fees.

A. General Obligation Bond Debt Service - General obligation bond debt authorized by the voters is secured by the "full faith and credit" of Pima County, which means the County pledges to retire the debt in an agreed upon number of years through an annual levy of a secondary property tax assessed against the value of all property in Pima County. Voting for bonds at the May 18, 2004 election does not incur debt, but only authorizes the County to issue bonds and incur new debt. This section provides information as to how the County plans to issue debt and

how these plans will impact secondary property tax rates.

1. Secondary Property Tax Rate Not to Exceed \$0.8150 per \$100 Assessed Value

Prior to the last County general obligation bond election, May 20, 1997, the Board of Supervisors pledged that “the secondary property tax rate shall not exceed, during the term of debt retirement for general obligation bonds authorized at the May 20, 1997 election, \$1 per \$100 of assessed value.” As Table 1 reports, actual secondary property taxes have declined every year since the 1997 bond elections and stands, for fiscal year 2003/04, at \$0.8150 per \$100 of assessed valuation, an 18.5 percent reduction. In the six years since the May 1997 elections, Pima County has issued almost \$192 million of new general obligation bonds as approved by voters and has still been able to reduce the secondary property tax rate by 18.5 percent, primarily because interest rates in municipal bond markets have been significantly lower than anticipated and assessed valuation for the County increased at a higher rate than originally projected.

Table 1

Secondary Property Tax Rates Since Fiscal Year 1996/97

<u>Fiscal Year</u>	<u>Secondary Property Tax Rate</u>
1996/97	\$0.9701
1997/98	\$1.0000
1998/99	\$0.9650
1999/2000	\$0.9350
2000/01	\$0.9350
2001/02	\$0.8950
2002/03	\$0.8150
2003/04	\$0.8150

Because this tax rate is \$0.8150 cents per \$100 assessed value for fiscal year 2003/04 and in order not to cause significant year-to-year variation in the secondary property taxes paid for debt service purposes by Pima County property owners, the Board of Supervisors now pledges that the secondary property tax rate shall not exceed \$0.8150 per \$100 of assessed value during the term of debt retirement for general obligation bonds if authorized at the May 18, 2004 election.

2. Management of Debt and Secondary Property Taxes

Debt service for new general obligation bonds is determined by a number of factors, including but not limited to existing debt service requirements, interest rates in the municipal bond market, and growth in secondary assessed value of all property in Pima County, all of which impact the amount of new bonds sold and the term of the debt at a later date.

a. Debt Service on Existing General Obligation Bonds

Table 2 shows the annual payments and secondary property tax rates necessary over the next fifteen years to retire Pima County’s existing outstanding general obligation debt from prior voter authorizations, including the May 1997 authorizations. Since the May 1997 bond election, Pima County has held five sales of general obligation bonds, totaling almost \$192 million. The analysis in Table 2 makes a conservative assumption that Pima County sells the remaining

\$65 million in voter authorized bonds by June 2004, which is unlikely to occur. As Table 2 shows, Pima County maintains an aggressive schedule of debt retirement, so that in fiscal year 2004/05, the secondary property tax rate necessary to make the required payment could be set as low as \$0.6806, well below the cap of \$0.8150 for incurring new debt.

Table 2

**Annual Debt Service Payments and Annual Tax Rates
for Outstanding General Obligation Debt**

<u>Fiscal Year</u>	<u>Annual Payments</u>	<u>Necessary Tax Rate</u>
2004/05	38,339,318	0.6806
2005/06	36,226,335	0.6124
2006/07	34,161,635	0.5500
2007/08	29,153,230	0.4470
2008/09	23,317,330	0.3405
2009/10	21,952,180	0.3053
2010/11	18,477,400	0.2448
2011/12	18,048,750	0.2277
2012/13	17,627,200	0.2118
2013/14	14,894,750	0.1704
2014/15	11,530,250	0.1257
2015/16	10,937,500	0.1135
2016/17	10,565,500	0.1044
2017/18	6,289,500	0.0592
2018/19	6,284,250	0.0563

b. **Municipal Bond Market Interest Rates**

When projecting a schedule of general obligation bonds for the 1997 election, Pima County assumed that bond interest charged in the market would be 5.5 percent. In five sales of general obligation bonds since the 1997 election, the net interest cost on Pima County general obligation bonds has been below 5 percent per annum (Table 3).

Table 3

Municipal Bond Market Interest Rates

<u>Date of Sale</u>	<u>Sale Amount</u>	<u>Interest Rates</u>
June 1998	\$35,000,000	4.5
October 1999	\$45,000,000	4.9
August 2000	\$50,000,000	4.7
January 2002	\$16,000,000	4.1
January 2003	\$45,000,000	3.7

On January 6, 2004, Pima County refinanced some of the 1997 obligations at a net interest cost

of 3.375 percent. Low interest rates moderate the magnitude of interest payments, helping the County to both maintain an aggressive schedule of sales while also reducing property tax rates.

For the 2004 bond elections, the schedule of sales set forth in Table 5 assumes that interest rates will be at 6 percent, a more conservative assumption than was made for the 1997 election.

c. Growth in Secondary Assessed Value of All Property in Pima County

Planning for the 1997 general obligation bond election assumed that secondary assessed value would increase by at least 3 percent per year. In fact, since fiscal year 1998/99, secondary assessed value has increased annually by anywhere from 3.84 percent to 7.98 percent, and at an average rate over that period of time of 6.28 percent (Table 4). From 1999 to 2003, an average of 71 percent of the increase in assessed value is the result of new growth, with the remainder reflecting increased value of existing property.

Planning for the 2004 general obligation bond election assumes that secondary assessed value will increase by 5 percent per year, which is reasonable, if not somewhat conservative, based upon trends of the past five years (an average growth of 6.28 percent per year) to ten years (an average growth of 5.8 percent per year).

Table 4

Historical Yearly Secondary Assessed Value Since Fiscal Year 1998/99

<u>Fiscal Year</u>	<u>Secondary Assessed Value</u>	<u>Change In Value</u>	<u>Percent Change</u>
1998/99	3,853,000,000	---	---
1999/2000	4,001,000,000	148,000,000	3.84%
2000/01	4,236,000,000	235,000,000	5.87%
2001/02	4,491,395,307	255,395,307	6.03%
2002/03	4,835,561,219	344,165,912	7.66%
2003/04	5,221,270,997	385,709,778	7.98%

3. Scheduling of Sales of General Obligation Bonds Approved at the May 18, 2004 Special Bond Election

Table 5 reports on a proposed schedule of nine sales of \$582,250,000 in general obligation bonds, if all the general obligation bond questions are approved by County voters at the May 18, 2004 bond election. As existing debt is retired, new bonds authorized at the May 2004 elections can be sold, starting with a sale in June 2004 of \$30,000,000, followed by annual sales starting in January 2005 of \$40,000,000, increasing in size until January 2008, with a sale of \$75,000,000 that remains steady through January 2012, with a final sale in January 2013 of the remaining \$22,250,000.

Table 5

Planned Schedule of Sale of New General Obligation Bonds

<u>Date</u>	<u>Issue Size</u>	<u>Cumulative Issue</u>
June 2004	\$30,000,000	\$ 30,000,000
January 2005	\$40,000,000	\$ 70,000,000
January 2006	\$50,000,000	\$120,000,000
January 2007	\$65,000,000	\$185,000,000

<u>Date</u>	<u>Issue Size</u>	<u>Cumulative Issue</u>
January 2008	\$75,000,000	\$260,000,000
January 2009	\$75,000,000	\$335,000,000
January 2010	\$75,000,000	\$410,000,000
January 2011	\$75,000,000	\$485,000,000
January 2012	\$75,000,000	\$560,000,000
January 2013	\$22,250,000	\$582,250,000

As noted above, the schedule of sales is premised on maintaining a cap on secondary property tax rates for debt service at the fiscal year 2003/04 rate of \$0.8150 per \$100 of assessed value (see Table 6) and assumes that bond market interest rates will be 6 percent and that secondary assessed value will increase at an average annual rate of 5 percent. The schedule also assumes that the term of debt for each of the sales is not longer than 15 years.

If increases in market interest rates or secondary assessed value are higher or lower than assumed, the scheduled issuance of new general obligation bond debt may be effected. For example, either higher municipal bond interest rates or lower growth in secondary assessed valuation, or both, could require less bonds to be issued. Conversely, lower interest rates and higher rates of growth in assessed value could permit the sale of more bonds in the early years or the same schedule to be issued at a lower secondary property tax rate.

These factors will be evaluated each year prior to the planned sale to determine actual amounts of general obligation bonds that can be sold in order to meet the base requirement that the secondary property tax rate used for debt service will not exceed \$0.8150 per \$100 of assessed value. As noted in Section VI, to ensure compliance with federal arbitrage requirements, Pima County will only sell bonds in amounts that the County and participating jurisdictions are prepared to expend in a timely fashion.

4. Cost Implications of Selling General Obligation Bonds Approved by Voters at the May 18, 2004 Bond Election

Table 6 reports on a projected debt service schedule through fiscal year 2026/27 for all general obligation debt, including existing general obligation indebtedness (see Table 2) and new general obligation debt from the sale of bonds if approved at the 2004 election (see Table 5). The total secondary property tax rate (Column 6) would remain at \$0.8150 per \$100 of assessed value for three years (through fiscal year 2006/07), approximately 8 years after the first sale of 2004 bonds, then begin a gradual decline to \$0.8138 per \$100 of assessed value by fiscal year 2013/14, after which the secondary property tax rate would decline significantly each year. The data in Table 6 demonstrates that Pima County has the capacity, similar to the 1997 general obligation bond program, to aggressively sell bonds within a limit on the secondary property tax rate of \$0.8150 per \$100 of assessed value.

Table 6

Projected Debt Service (Principal and Interest) and Secondary Property Tax Rates on Existing and Projected 2004 General Obligation Bond Debt

<u>Fiscal Year</u>	<u>Debt Service Rate on Past Bond Authorizations</u>		<u>Debt Service Tax Rate on 2004 Authorization</u>		<u>Aggregate Debt Service/Tax Rate</u>	
	<u>Column 1 Planned Debt Service</u>	<u>Column 2 Projected Tax Rate</u>	<u>Column 3 Projected Debt Service</u>	<u>Column 4 Projected Tax Rate</u>	<u>Column 5 Aggregate Debt Service</u>	<u>Column 6 Projected Tax Rate</u>
2004/05	38,339,318	0.6806	7,570,000	0.1344	45,909,318	0.8150
2005/06	36,226,335	0.6124	11,978,100	0.2025	48,204,435	0.8150
2006/07	34,161,635	0.5500	16,456,750	0.2650	50,618,385	0.8150
2007/08	29,153,230	0.4470	23,990,650	0.3679	53,143,880	0.8149
2008/09	23,317,330	0.3405	32,481,400	0.4744	55,798,730	0.8149
2009/10	21,952,180	0.3053	36,625,950	0.5094	58,578,130	0.8148
2010/11	18,477,400	0.2448	43,033,250	0.5700	61,510,650	0.8148
2011/12	18,048,750	0.2277	46,535,350	0.5871	64,584,100	0.8148
2012/13	17,627,200	0.2118	50,168,600	0.6028	67,795,800	0.8146
2013/14	14,894,750	0.1704	56,222,000	0.6433	71,116,750	0.8138
2014/15	11,530,250	0.1257	61,736,050	0.6728	73,266,300	0.7984
2015/16	10,937,500	0.1135	63,056,500	0.6545	73,994,000	0.7680
2016/17	10,565,500	0.1044	63,239,000	0.6251	73,804,500	0.7295
2017/18	6,289,500	0.0592	63,229,350	0.5952	69,518,850	0.6545
2018/19	6,284,250	0.0563	63,245,050	0.5670	69,529,300	0.6234
2019/20			56,545,700	0.4828	56,545,700	0.4828
2020/21			51,420,600	0.4182	51,420,600	0.4182
2021/22			44,720,200	0.3464	44,720,200	0.3464
2022/23			36,993,000	0.2729	36,993,000	0.2729
2023/24			29,355,800	0.2062	29,355,800	0.2062
2024/25			20,668,000	0.1383	20,668,000	0.1383
2025/26			11,598,300	0.0739	11,598,300	0.0739
2026/27			2,655,300	0.0161	2,655,300	0.0161
Total	297,805,128		893,524,900		1,191,330,028	

While Pima County has demonstrated the capacity to maintain and actually lower secondary property tax rates while also aggressively implementing the sale of new general obligation bonds, the County also acknowledges that voters will experience some costs if they approve all of the 2004 bonds and Pima County sells them as scheduled in Table 5.

Table 7 provides a calculation of one measure of these costs for the first ten years of a 2004 bond program, for an owner-occupied residence with a full cash value of \$124,352 (the average taxable value of a home in Pima County). If no new bonds were sold, property homeowners would only be taxed to retire the existing general obligation bond debt, which allows a rapidly declining secondary property tax rate (Column 3). If voters approve all \$582,250,000 in general obligation bonds at the May 18, 2004 elections and if these bonds are sold as scheduled (Table 5), then secondary property tax rates will not decline as rapidly and will remain steady for several years (Column 1). The difference in property tax rates (Column 1 minus Column 2) is a measure of the cost impacts on selling these new 2004 general obligation bonds (Column 3).

Applying the secondary property tax rate differential in Column 3 to the average owner-occupied home results in increases in secondary property taxes actually paid (Column 4) because taxes are paid longer. In fiscal year 2004/05 this impact would be \$16.71. Over the first ten years, the impact would average \$54.18 per year, or \$4.51 per month. After the tenth year, tax rates will again drop rapidly as bonds are paid off, allowing a future Board to consider another general obligation bond proposal.

Table 7

Tax Impacts of Selling New Bonds Over First Ten Years

<u>Fiscal Year</u>	<u>Column 1 Total Secondary Fiscal Property Tax Rate With Sale of New Bonds</u>	<u>Column 2 Secondary Property Tax Rate on Existing Debt Service</u>	<u>Column 3 Increase in Secondary Property Tax Rate From Sale of New Bonds</u>	<u>Column 4 Increase in Property Taxes From Sale of New Bonds</u>
2004/05	0.8150	0.6806	0.1344	16.71
2005/06	0.8150	0.6124	0.2025	25.18
2006/07	0.8150	0.5500	0.2650	32.95
2007/08	0.8149	0.4470	0.3679	45.75
2008/09	0.8149	0.3405	0.4744	58.99
2009/10	0.8148	0.3053	0.5094	63.35
2010/11	0.8148	0.2448	0.5700	70.89
2011/12	0.8148	0.2277	0.5871	73.00
2012/13	0.8146	0.2118	0.6028	74.96
2013/14	0.8138	0.1704	0.6433	80.00
Average Cost per Year				54.18
Average Cost per Month				4.51

This analysis does not attempt to factor in the impact of appreciation in assessed valuation over the course of the next ten years. Such appreciation will occur and it will be steepest for the high end of the market, which is most active and where value appreciates most quickly; moderate for the homes in the middle range; and minimal for homes at the low end of the market. There are no foolproof methodologies for estimating the pace of appreciation in assessed valuation across all segments of the housing market - this is driven primarily by the free market. The County acknowledges that appreciation will occur, but the basic conclusion from Table 7 is the best estimate of the costs to the existing resident taxpayer if all of the general obligation bond questions are approved.

This analysis assumes that interest rates in the municipal bond market will be 6 percent and that secondary assessed valuation of the County will increase on the average at 5 percent per year. The County's publicity pamphlet for the May 18, 2004 bond election also included a projection of secondary property tax rates and impacts that is different from the analysis in the Bond Implementation Plan ordinance. The difference is due to a requirement in Arizona Revised Statutes, §35-454.A(1)(d), which mandates that, for the purposes of the informational pamphlet, the County assume an annual increase in secondary assessed value of only 20 percent of the average of the annual percentage growth for the previous ten years. For Pima County, that represents a very conservative 1.7 percent growth in the years after 2009/10. For purposes of financial planning, the County is using a more realistic estimate of 5 percent.

B. Sewer Revenue Bond Debt - If the \$150 million of sewer revenue bonds are authorized at the May 18, 2004 election, sewer user and connections fees will increase, though it is not possible to specify with accuracy how much those fees will increase over the course of the bond program. Sewer user fees and connection fees are annually reviewed to insure fees are adequate to support annual operating and maintenance costs. Once operating and

maintenance costs are deducted from the annual projected revenues of the system, the remainder must be equal to 1.2 times the annual debt service payment requirement of the department, for both existing debt and any proposed new bond sales. If the coverage is less than 1.2 for existing debt than fees must be increased sufficient to bring in the necessary additional revenues. If the coverage is sufficient to cover existing debt but not the sale of new bonds, then the County has the option of postponing the sale or of raising fees to an amount sufficient to generate the additional revenues.

While a schedule of specific fee increases cannot be set at this time, it is possible to estimate that user fee increases related to debt from sale of these bonds could be up to 8 percent and connection fee increases up to 12 percent. Presently, the participating rate connection fee for residential units is \$101.72 per fixture unit and the typical single family residential monthly user fee is \$13.11. For the average single family home, the sewer connection fee equals \$2,441. Therefore, a user fee increase of 8 percent could increase payments from \$13.11 per month to \$14.16 per month, and a 12 percent connection fee increase could increase payments from \$2,441 per average new residential connection to \$2,734.

If the bonds are approved, sewer revenue bonds are scheduled to be sold over a period of eleven fiscal years beginning in 2004/05 and ending in fiscal year 2014/15, as reported in Table 8.

Table 8

Projected Schedule of Sale of 2004 Sewer Revenue Bonds

<u>Year of Sale</u>	<u>Amount</u>
2004/05	\$ 3,450,000
2005/06	\$17,800,000
2006/07	\$17,600,000
2007/08	\$18,350,000
2008/09	\$25,100,000
2009/10	\$19,350,000
2010/11	\$ 9,000,000
2011/12	\$11,900,000
2012/13	\$12,900,000
2013/14	\$ 8,000,000
2014/15	\$ 6,550,000

In addition to selling sewer revenue bonds on the municipal bond market, Pima County has the option of applying for loans from the Water Infrastructure Financing Authority of Arizona that are applied against the bond authorization. The benefit to Pima County and its residents is that these loans are made at interest rates that are between 75 to 80 percent of the municipal bond market rate, thereby saving on interest costs and moderating fee increases.

C. Bonds Also Paid Back by New Residents - The growth in the County tax base is two-fold: first, through general property appreciation based on market forces, and second, through the expansion or addition of new taxable property to the base caused by growth. This new growth is a direct result of net immigration of population and, in some measure, is responsible for the demand for programs and facilities sponsored by bonds. Of the typical increase in assessed value each year, a majority of the increase is related to new growth. Over the past five years, 71 percent of the growth in the tax base is attributable to new growth. Therefore, a significant

number of residents will help pay for these bonds over their 15 year expected life. Based on historical population growth over the last 15 years, it is expected that the population will increase from 943,795 in 2005 to 1,206,244 in 2020. Therefore, approximately 28 percent of the residential tax base will be new taxpayers contributing to the repayment of these bonds.

D. Cost Estimates, Bond Funding, and Other Funding - Total costs of the County 2004 Bond Program will exceed the \$582,250,000 in general obligation and \$150,000,000 in sewer revenue bond requests that Pima County has presented to the voters for the May 18, 2004 special bond election. This Bond Implementation Plan Ordinance discloses instances in which the requested bond funding will not be sufficient to completely accomplish the projects outlined.

Some disclosure is general in nature, without specifying how much more will be required to supplement the authorized bond funding. For example, on Page 23, regarding Question 1 - Sonoran Desert Open Space and Habitat Protection; Preventing Urban Encroachment of Davis Monthan Air Force Base, the Ordinance states that: "More projects have been identified than can actually be purchased for several reasons." The Community Open Space projects related to acquisition of State Trust land under the Arizona Preserve Initiative program in Question 1 identifies \$34 million in potential matching grants from the State Growing Smarter program. The Ordinance notes that, if reform of the State Trust land system becomes a reality, then "a number of the State Trust land projects identified in this ordinance as Community Open Space or Habitat Protection Priorities may be preserved without cost," and additional State Trust lands could be acquired with matching growing smarter grants. Analysis has indicated that between \$50 million and \$137 million of additional funding is possible for the open space programs from private, state, and federal sources.

In Question 4, the City of Tucson notes that it will seek additional funding from a variety of sources for City park projects, more as a statement of general principle than an assertion that bond funding will not cover the full costs of the projects. This is a policy, of course, that Pima County and all of the participating jurisdictions will follow.

In Question 5, the Ordinance project description for the Urban Drainage Infrastructure Program notes that: "The magnitude of urban drainage needs far exceed the amount of Bond Funding available. Pima County and the participating jurisdictions will work cooperatively to identify and secure additional funding, which could include federal and state assistance, contributions from benefitting private interests, appropriations from the County Flood Control District, or appropriations from the befitting jurisdictions."

The Ordinance also discloses projects for which the current cost estimates exceed the bond funding request and discloses the amount of necessary other funding. In Question 1, the Davis-Monthan Air Force Base acquisition assumes that the total costs of land acquisition could range from \$20 million to \$30 million and that the difference over the \$10 million in bond funding will be sought through various state and federal grants and appropriations. The total estimated cost of the Kelly Ranch acquisition is \$5 million, with \$2.5 million to be allocated from bond funding.

In Question 2, the Green Valley Performing Arts Center Phase 2 project assumes \$8 million in privately raised funds to supplement a \$4 million bond allocation. The Arizona Sonora Desert Museum plans to contribute \$2.1 million to supplement bond funding of \$1 million and the Pima Air and Space Museum will contribute \$1 million to supplement \$1 million in bond funding.

In Question 3, the estimated costs of the Regional Public Safety Communications System are \$105 million, with \$92 million in bond funding allocated. Pima County and the participating jurisdictions will vigorously pursue federal and state homeland security assistance with this project. The County Bond Advisory Committee reduced bond funding for the Tucson Municipal

Court project from \$45 million to \$41 million, based on an assumption that there would be \$4 million in residual value to be realized from the assets remaining from the existing City Court after it is no longer needed by the City. The Interagency Victim Advocacy Center has current estimated costs of \$11.8 million, against bond funding of \$6 million. Other funding in the amount of \$5.8 million will need to be identified, and Pima County will continue discussions with the participants in this project to identify this additional funding.

In Question 4, \$2.2 million in other funding will be raised to supplement bond funding for the Brandi Fenton Memorial Riverbend Park project, Marana has identified almost \$8.2 million that they will contribute to their park projects, and Oro Valley will cover the costs of professional architectural and engineering services needed for the Oro Valley Public Library Expansion. The County Bond Advisory Committee reduced bond funding for the Wilmot Branch Library Replacement or Relocation project, from the \$10,185,000 requested by the City of Tucson to \$7 million, again assuming that there would be that much residual value in the assets of the existing library if it were relocated.

Finally, five projects in Question 6 include other funding. The Santa Cruz Interceptor, Prince to Franklin, Tanque Verde Interceptor, Craycroft to Tucson Country Club, and the New Marana WWTP Expansion are all continuations of projects from the 1997 Sewer Revenue Bond program, with 1997 authorizations to be expended in conjunction with the 2004 projects, for a total of \$9.1 million in 1997 authorization. Two of the Ina Road projects – the Central Plant/Electrical Upgrade and the Laboratory/Office Building - are budgeted with \$9 million supplemental funding from Wastewater System Development Funds.

The previous discussion identified instances where Pima County discloses in advance that estimated costs will exceed requested bond authorizations. In some instances, other funding has been identified; in other instances, the County discloses that choices may have to be made based upon available bond authorizations unless other funding can be secured. The County also wishes to disclose that, based upon common experience with large-scale public works programs, actual project costs will vary from the estimated project costs in this ordinance.

All of the cost estimates in the Bond Implementation Plan have been made by staff from Pima County or the participating jurisdictions. Cost estimates are typically made based on the most recent experiences with similar projects and should be considered conceptual costs estimates that may vary from actual costs by as much as 25 percent above or below conceptual cost estimates. Pima County has an extensive base of information from implementation of the 1997 Program upon which to estimate costs for the 2004 projects. In many instances, these cost estimates take estimates of inflation in account. With a few exceptions, these cost estimates are not, and cannot be, based upon detailed engineering studies and design and are, therefore, always subject to the unknown factors that can change costs, upward or downward. If County experience with the 1997 general obligation bond and sewer revenue bond programs is any guide, these cost estimates will be accurate for many projects, while some projects will be completed at lower than estimated costs, and other projects will experience cost increases.

Some types of project cost increases are considered “cost overruns,” when factors can cause the projected costs of components of a project (such as land acquisition, materials, labor) to increase, while the scope of the project remains the same. Not all cost increases, however, are “overruns.” In some instances, Pima County might voluntarily expand the scope of a project. Projects experience cost increases sometimes because new opportunities for funding arise, such as cooperation between Pima County and Pima College on two projects, or unanticipated state aid with the Juvenile Court project, or requests by the Marana Unified School District and Vail Unified School District to collaborate on funding of joint projects. In other instances, Pima County could voluntarily increase the scope of a project, at the urging of residents or

jurisdictional partners, or to capitalize on opportunities identified during programming and design.

When estimated project costs increase, Pima County and the participating jurisdictions can reduce the scope of a project to fit it into available funding or seek other funding to supplement existing funding. With the 1997 general obligation bond program, Pima County has been able to attract over \$62 million in other funding, with over \$10 million of that amount coming from federal and state sources. Another \$18.7 million in other funding was contributed by other jurisdictions and school districts, including \$8.3 million from the City of Tucson for Neighborhood Reinvestment projects and \$3.3 million from Pima College. The YMCA, a community-based non-profit, contributed \$2.8 million for design and construction of the Northwest Community Center/YMCA/Aquatic Center/Athletic Fields.

In summary:

1. Project cost estimates are based on the best available information at the time this ordinance has been drafted. They are reasonable estimates of cost based on facts and information available at the time. Circumstances or facts could change to cause these estimates to vary.
2. Bond funding for each project is limited as specified in this ordinance.
3. The projects that will be completed by bond funding will also attract substantial and potentially significant outside revenues. Private contributions could be as much as \$17 million. Federal funding will range from \$33 million to \$57 million, and state funding will range from a few million to as much as \$63 million.

III. General Schedule of Implementation of the County's 2004 Bond Project Development

The County 2004 Bond Program may take twelve years, through fiscal year 2015/16, to complete. While Pima County and the other cooperating jurisdictions will prioritize projects and work to complete the most important projects first, some projects will not be completed until the end of the program. There are several factors that will determine the general implementation schedule of the County 2004 Bond Program, including, but not limited to, the schedule for sale of bonds; the complexities of capital improvement programming; the competition from large projects for available bond funding; coordinating implementation among several jurisdictions; and the ability of Pima County and other jurisdictions to fund new annual operation and maintenance costs associated with new public improvements.

A. Schedule of Bond Sales - The single most important determinant of the overall schedule for implementation of the County 2004 Bond Program is the schedule of sales of bonds. Under the current projected schedule, the last sale of bonds will occur in January 2013 and these proceeds will fund activities over the next twelve to twenty-four months. This schedule of bond sales, in turn, is determined by several factors, the most important of which is the commitment to limit the secondary property tax rate for debt service at the fiscal year 2003/04 level of \$0.8150 per \$100 of assessed value. The trade-off between property tax rates and implementation of the County 2004 Bond Program is that by limiting tax rates the Program will take longer to implement. If the tax rate was not limited, completion of the Program could possibly take half the time now projected.

The schedule of bond sales will also be determined by interest rates set by the municipal bond market and growth in net secondary assessed valuation for the County. The current proposed schedule of sales assumes interest rates of 6 percent and increases in assessed value of

5 percent. If interest rates are lower or growth in assessed valuation is higher, or both, then bonds could be sold sooner. Conversely, if interest rates are higher or growth in assessed valuation is slower, or both, the schedule of sales would be delayed to meet the tax rate limit pledge. Pima County continually monitors these factors and will annually update and publish a forecast on bond sales.

B. Capital Programming - Capital infrastructure improvements are complex undertakings, involving several tasks, all of which take time to complete. For example, a typical public works construction project can require planning, design, acquisition of land or right-of-way, relocation of utilities, and construction. Whenever Pima County or the other local jurisdictions contract for services, all procurement rules set by state statute and local ordinances must be followed, which can take anywhere from three to six months. For acquisition of open space, Pima County must contact and negotiate with potential sellers; complete appraisals; complete due diligence for environmental factors; and execute a contract for purchase only after each acquisition is reviewed and approved by an independent review commission.

For each project in the County 2004 Bond Program, this Bond Implementation Plan identifies the necessary Project Tasks and provides approximations of how long each task can take. This information on project duration is not intended as commitments on the time within which the task will be completed, but as a planning forecast for how long these tasks typically take for similar projects. Also, some tasks are sequential, while other tasks can be underway at the same time.

This information on project duration is useful for two reasons. First, the information shows how complicated each project is and why it is that it takes 2, 3, or 4, or more years to complete a project and open it to public use. Often planning and design, including procurement, will take longer than construction. The County 2004 Bond Program will be a major undertaking, involving many participants completing many tasks, therefore, twelve years to complete the Program is a reasonable estimate given the property tax limit pledge. Second, the information on project duration shows that only a handful of projects are already planned and designed, ready for construction. Overwhelmingly, the projects, other than open space, will require detailed planning and design, which, on the average, will require two years or more of work. Starting and completing this volume of planning and design work will need to be phased. In most instances, planning and design should be followed fairly closely in time by construction. If there is too much time between completion of design and construction, changes in the surrounding environment could require redesign.

Scheduling of construction must also be carefully timed. The more competitive the bidding climate, the more expensive the construction will be. The scheduling of projects can always be changed by the unexpected. Project duration is presented in ranges, reflecting typical times to complete tasks assuming both “the best case” and the case when problems arise. The Bond Implementation Plan will show project schedules in “Implementation Periods,” which are blocks of two fiscal years, as depicted in Table 9 below.

Table 9

Implementation Periods

<u>Implementation Period</u>	<u>Fiscal Years</u>
1	2004/05 2005/06
2	2006/07 2007/08
3	2008/09 2009/10
4	2010/11 2011/12
5	2012/13 2013/14
6	2014/15 2015/16

C. Funding Competition from Large Projects - Four specific projects account for \$205 million or 35 percent of the total requested bond authorization of \$582.25 million - Regional Public Safety Communications System (\$92 million); New Justice Court/Municipal Court Complex (\$76 million); Kino Public Health Center (\$25 million); and New Psychiatric Hospital (\$12 million). Additionally, the open space bond program (Question 1), at \$172.3 million, accounts for another 30 percent of the overall general obligation bond program. If scheduled first, these projects would use all of the first six and part of the seventh bond sales through January 2010. Under this scenario, no other projects would be started until the second half of the bond program. Therefore, these four projects must be planned to permit the many other worthy projects to be started and completed. Their competition for bond funding will strongly influence the overall scheduling of projects and extend the overall program into the later years. Two of these projects will also require additional funding to complete, therefore, they may also be phased to match available funding. In addition, the planning and design for these projects should be completed in order to allow implementation to be accelerated if other planned bond project expenditures fall behind schedule.

D. Coordinating Implementation Among Several Jurisdictions - The County 2004 Bond Program will be implemented with an unprecedented level of intergovernmental cooperation. In developing its recommendations, the County Bond Advisory Committee along with the Board of Supervisors solicited and received input from all the local governments and two Indian nations on projects to be included for funding. At least forty projects will require strong intergovernmental cooperation. These are projects that were included in the bond program at the requests of one of the local governments or Indian nations. For many of these projects, the local jurisdiction, rather than Pima County, will manage planning, design and construction. Those projects that will be managed by Pima County will be implemented with close consultation with other governmental entities. All of the projects in other jurisdictions will require intergovernmental agreements.

One project stands out for the level of intergovernmental cooperation and coordination required. The Regional Public Safety Communications System will require twenty fire districts, eleven police agencies, eight local governments, and the Pima County Office of Emergency

Management and Homeland Security to jointly agree upon standards and specifications for procurement of a high technology communications system, a system for governance of the implementation process, and the assumption of annual operating and maintenance costs. This will require an unprecedented level of regional cooperation that will take time to complete. Given the size of the investment involved, taking the time necessary to develop a fully operational system will be critical and worthwhile.

E. Funding New Annual Operating and Maintenance Costs - Most of the projects funded by the County 2004 Bond Program, when they are completed and open to the public, will require new annual operating and maintenance expenditures. Scheduling these projects, therefore, must be attentive to the ability of the responsible local government to pay for these costs. All local governments, including Pima County, face tight budgets. At a minimum, all local governments are strictly controlling the growth of budgets each year; therefore, in scheduling County 2004 Bond Program projects, local governments must coordinate their fiscal forecasts to pay for the additional operating and maintenance costs, especially for those projects which carry high additional operating and maintenance costs.

IV. Intergovernmental Coordination and Cooperation

The County 2004 Bond Program is a major regional undertaking, one that will require intergovernmental cooperation and coordination. Thirty-five projects in the bond program will be administered by a jurisdiction other than Pima County, though funded by County bonds. Twenty fire departments, eleven police departments, and all of the local governments will participate in the Regional Public Safety Communications System, the largest single project in the program. The Joint Pima County Justice Court/City of Tucson Municipal Court will require the closest coordination and cooperation between the County and City.

As is typical when two units of government cooperate on a project, individual intergovernmental agreements will be executed prior to the start of each joint project, establishing the mutual and separate responsibilities of each government for the implementation of the project. This Bond Implementation Plan Ordinance will set forth the principles and expectations for these intergovernmental agreements. These principles and expectations are set forth in Pima County Code, Chapter 3.06 - Bonding Disclosure, Accountability and Implementation - and incorporated here.

The first requirement of this Chapter in County Code is to ensure full disclosure to the voters of the Bond Implementation Plan that will be followed if the bonds are approved. This Ordinance is written in compliance with this requirement and will be approved by the Board on April 13, 2004, prior to the start of early voting. All jurisdictions have developed the project descriptions for the projects they will administer and those descriptions have been incorporated in this Ordinance as submitted. All jurisdictions have had the opportunity to review the Bond Implementation Plan in its entirety.

The second set of requirements, set forth below, relate to expectations of the participating jurisdictions, which derive from the continuing responsibility Pima County has for compliance with the Code and all federal and state laws, even when another jurisdiction administers the project.

A. General Intergovernmental Agreement Requirement Relating to Design, Construction, and Equipping of County Bond Projects by Other Jurisdictions

Bond projects authorized by the Board in a Bond Implementation Plan for a special bond election to be designed, constructed, or equipped by another political subdivision using County

general obligation bonds to fund a project in whole or part shall be funded by the County only pursuant to an intergovernmental agreement executed between Pima County and the implementing subdivision. Each such project shall be authorized and implemented with separate intergovernmental agreements. The intergovernmental agreement shall authorize the jurisdiction to design, construct, or equip the project, subject to compliance with the terms and mutual responsibilities of the parties agreed upon in the intergovernmental agreement. Unless waived by the Board of Supervisors as being in the best interests of the County and warranted by the circumstances of the bond funded project at issue, the intergovernmental agreement shall include, but not be limited to, the following responsibilities of the implementing subdivision:

1. That the implementing political subdivision or jurisdiction shall operate and maintain the improvements constructed by County bond funds for a period of not less than twenty-five (25) years.
2. That the implementing political subdivision or jurisdiction shall not charge a fee for use of the constructed improvement that is more than a fee charged by the County for a similar purpose.
3. That the implementing political subdivision or jurisdiction agrees to insure the improvements constructed with County bond funds and will replace same if damaged or destroyed. This requirement can be met with direct or self-insurance related to property or improvement losses.
4. That the implementing political subdivision or jurisdiction agrees to make the improvements available to all residents of Pima County without restriction or preference to jurisdiction of residence.
5. That the implementing political subdivision or jurisdiction agrees to comply with all provisions of Chapter 3.06, Bonding Disclosure, Accountability, and Implementation, of the Pima County Code and will provide all reports to the County in a format and schedule agreed upon by the parties.
6. That the County will only transfer County general obligation bond proceeds to the implementing political subdivision upon request from the implementing jurisdiction, with full documentation, for reimbursement of funds expended by the jurisdiction, so as to maintain County control of bond proceeds for federal arbitrage responsibilities.
7. That the intergovernmental agreement contain a provision permitting the County to modify the intergovernmental agreement whenever the County determines violations of federal arbitrage regulations are likely to occur and to reallocate said funds to any project authorized by the Bond Implementation Plan. Funding for the particular project will then be programmed on an implementation schedule acceptable to the political subdivision, provided the project will proceed without jeopardizing federal arbitrage rules and regulations.
8. That the implementing political subdivision notify the County of events that would require an amendment of the Bond Implementation Plan Ordinance and formally request of the Board of Supervisors that they hold a public hearing on the requested ordinance amendment.
9. That the intergovernmental agreement shall establish the amount of County bond funds to be allocated to a specific project, and establish the stated amount as a maximum of County bond monies to be allocated to the project.

B. No Modification of Jurisdictional Bond Projects Unless Requested by Jurisdiction

No project requested by a political subdivision or jurisdiction and approved for inclusion in the 2004 Bond Program shall be modified in scope, location, funding amount, or schedule without the express written request of the jurisdiction that requested the project. Due to changing circumstances or matters beyond the control of the jurisdiction, the jurisdiction may request that the Board of Supervisors modify the jurisdictional project. However, modification is limited to changes approved by a majority of the governing body of the jurisdiction making the change request. The request will be acted on by the Board of Supervisors only after the jurisdiction has held a public hearing announcing their intent to request a change, the reason for the change, and details of the change. The Board will then modify the Bond Implementation Plan as requested by the jurisdiction through the process established by County Code.

V. Future County General Obligation Bond Capacity if All Bond Questions are Approved

Approving all \$582,250,000 in general obligation bonds can be accommodated within the existing County legal debt margin. Based on the Arizona Constitution, County indebtedness is limited to 15 percent of the net assessed valuation of the County. Assuming the sale of all remaining 1997 General Obligation Bonds of \$65 million, and a sale of the 2004 authorization of \$30 million, in fiscal year 2004/05, the County will have outstanding general obligation bonds of nearly \$268 million, with a 15 percent debt limit of \$845 million. Therefore, a legal debt margin in fiscal year 2004/05 will be nearly \$577 million. Assuming an average growth rate in net assessed value of 5 percent, which is conservative given historical past increases, and the issuance of bonds if authorized as identified in Table 5, the County's general capacity to sell additional bond actually increases. The County's obligation debt margin is reported in Table 10 below.

Table 10

Legal Debt Capacity of the County for General Obligation Debt
(Millions)

<u>Fiscal Year</u>	<u>Net Assessed Value</u>	<u>Debt Limit</u>	<u>Bonds Outstanding</u>	<u>Legal Debt Margin Available</u>
2004/05	\$ 5,633.3	\$ 844.9	\$267.8	\$577.1
2005/06	\$ 5,914.9	\$ 887.2	\$292.1	\$595.1
2006/07	\$ 6,210.7	\$ 931.6	\$322.8	\$608.7
2007/08	\$ 6,521.2	\$ 978.1	\$363.6	\$614.5
2008/09	\$ 6,847.3	\$1,027.1	\$404.4	\$622.6
2009/10	\$ 7,189.7	\$1,078.4	\$444.8	\$633.5
2010/11	\$ 7,549.1	\$1,132.3	\$483.2	\$649.1
2011/12	\$ 7,926.6	\$1,188.9	\$522.1	\$666.8
2012/13	\$ 8,322.9	\$1,248.4	\$506.4	\$742.0
2013/14	\$ 8,739.1	\$1,310.8	\$463.7	\$847.1
2014/15	\$ 9,176.0	\$1,376.4	\$417.6	\$958.7
2015/16	\$ 9,634.8	\$1,445.2	\$368.2	\$1,076.9
2016/17	\$10,116.6	\$1,517.4	\$316.2	\$1,201.2
2017/18	\$10,622.4	\$1,593.3	\$265.5	\$1,327.8
2018/19	\$11,153.5	\$1,673.0	\$211.8	\$1,461.1
2019/20	\$11,711.2	\$1,756.6	\$168.0	\$1,588.6
2020/21	\$12,296.8	\$1,844.5	\$126.6	\$1,717.8
2021/22	\$12,911.6	\$1,936.7	\$ 89.5	\$1,847.2
2022/23	\$13,557.2	\$2,033.5	\$ 57.9	\$1,975.6
2023/24	\$14,235.1	\$2,135.2	\$ 32.0	\$2,103.2
2024/25	\$14,946.8	\$2,242.0	\$ 13.3	\$2,228.7
2025/26	\$15,694.2	\$2,354.1	\$ 2.5	\$2,351.6
2026/27	\$16,478.9	\$2,471.8	\$ 0	\$2,471.8

Clearly the ability of the County to issue additional bonds in the case of an emergency or another voter directed capital program can be met and the issuance of the proposed \$582,250,000 of additional debt does not compromise the County's legal debt margin. The Flood Control District also has essentially \$243 million of unused debt capacity to cover any flood emergency that could face the County in the future.

VI. Arbitrage Compliance Required

The sale and expenditure of County bonds are regulated by federal tax laws, rules and regulations designed to eliminate abuses of the tax-free status of these bonds. The most important controls regulate how quickly governments must expend bond proceeds. For example, in order to sell tax-free municipal bonds, the government must have reasonable expectations of expending all bond proceeds within three years of their sale.

Of equal importance are federal regulations governing arbitrage. Arbitrage simply refers to the difference between the interest Pima County pays its bond holders and the interest Pima

County earns on the deposit of bond proceeds. Pima County must rebate to the federal Treasury any arbitrage earnings. There are, however, two strictly circumscribed circumstances under which Pima County can retain arbitrage earnings. First, for any non-construction project, such as open space, Pima County can retain any arbitrage earnings if the bond proceeds are fully expended within six months of their sale. Second, for construction projects, arbitrage earnings can be retained if all of the following four expenditure benchmarks are met: within six months, if 10 percent is expended; within twelve months, if 45 percent is expended; within eighteen months, if 75 percent is expended; and within twenty-four months, if 100 percent is expended. Compliance with federal arbitrage rules imposes a significant burden of monitoring and reporting on the expenditure of Pima County bond proceeds.

Under the right economic circumstances, arbitrage earnings can be significant and Pima County has a strong interest in complying with arbitrage requirements in order to retain those earnings. Therefore, the practical impact of federal arbitrage rules is that Pima County will not sell bonds until projects are ready to begin immediate expenditure of the bond sale proceeds. Because of the strict six month rule, Pima County will not hold significant sales of open space bonds until agreements have been negotiated with willing sellers. For construction projects, bonds will typically be sold in amounts sufficient to cover planning and design, followed by subsequent sales to fund construction. If bonds have already been sold for projects that experience delays that threaten compliance with arbitrage rules, bond proceeds will be reallocated to other eligible projects for which expenditures are ready to be made. Such reallocation of bond proceeds does not change the bond authorization for the effected projects, only the timing of when the authorization becomes an expenditure.

For projects managed by other jurisdictions, arbitrage rules do not consider as expended bond proceeds transferred to the other jurisdiction in advance of their expending those funds. Pima County retains full responsibility for compliance with arbitrage rules until the other jurisdiction has fully expended those bond funds. Pima County will ensure in project-by-project intergovernmental agreements that it retains full power to ensure it can comply with arbitrage requirements.

VII. Specific Project Description, Scope of Work, and Location by Question and Project

In this section, each bond project and/or program approved by the Board of Supervisors in public session on January 20, 2004 and ratified on February 3, 2004 is listed and described, and specific program implementation issues are identified and discussed, as required by Section 3.060, Bonding Disclosure, Accountability and Implementation, of the Pima County Code.

A. Question No. 1 - Sonoran Desert Open Space and Habitat Protection; Preventing Urban Encroachment of Davis-Monthan Air Force Base

For the purpose of acquiring real and personal property for open space and habitat protection, including, without limitation, Sonoran Desert open space, protecting wildlife habitats, saguaro cacti, ironwood forests and lands around rivers, washes and recharge areas to ensure high water quality, the acquisition of lands in the vicinity of Davis-Monthan Air Force Base to prevent urban encroachment, and the acquisition of real or personal property or interests or rights in property for such purpose and paying all expenses properly incidental thereto and to the issuance of such bonds, shall Pima County, Arizona be authorized to issue and sell general obligation bonds of the County in an aggregate principal amount not exceeding \$174,300,000?

1. Basic Acquisition Guidelines - The following guidelines shall apply to all property acquisitions or the acquisition of rights in property associated with this bond question.

- a. Acquisition Amount - No property and/or rights in property shall be acquired unless the amount to be paid is at or near the value established by an appraisal commissioned by the County that meets the minimum standards for land acquisition as defined by Uniform Standards for Professional Appraisal Practice.
- b. Estimated Acquisition Costs - The acquisition amount for specific properties identified within this ordinance shall not substantially exceed the estimated acquisition costs. For the purposes of this ordinance, substantial is defined when the final acquisition cost exceeds, by 10 percent or more, the amount listed for any specific property identified for acquisition in this ordinance.
- c. Condemnation Prohibited - The County shall not use its powers of eminent domain to acquire property or rights in property for open space purposes unless such a legal proceeding is requested by the property owner, and then only for the purpose of extinguishing claims and adverse interests or to satisfy conditions of tax and/or estate planning.
- d. Independent Review - All acquisitions of property or rights in property must be reviewed by and recommended to the Board of Supervisors by the Conservation Acquisition Commission identified in this ordinance. No acquisition will be presented to the Board of Supervisors for consideration until the Conservation Acquisition Commission has reviewed, approved and recommended the acquisition to the Board of Supervisors.
- e. Habitat Protection by Conservation Easement - For projects identified as habitat protection priorities, the preferred method of acquisition will be to acquire development rights and/or conservation easements on the property to be conserved, with the understanding that the property will be managed in perpetuity for the habitat values for which the property is being protected.
- f. Conservation in Perpetuity - Provided that the County receives an incidental take permit pursuant to Section 10(1)(a)(B) of the Endangered Species Act of 1973, land preserved through the acquisition of property or rights in property to meet the requirements of this permit will be conserved in perpetuity and will be managed consistent with the Sonoran Desert Conservation Plan.
- g. Habitat Protection and Community Open Space Allocation - The amount specified for projects identified as community open space parcels is the minimum amount of bond funds to be expended. Habitat protection bond allocations shall not be more than the amount specified; however, this amount may be exceeded if the community open space acquisitions identified in this ordinance are, for whatever reason, unavailable or cannot be acquired due to individual project cost exceedence or lack of a willing seller.
- h. Federal, State and Private Contributions - Acquisitions that have federal, state or private funding contributions shall be given priority over acquisitions that do not have such additional funding.
- i. State Trust Land Reform - If successful, State Trust land reform will allow a significant amount of the State Trust lands identified in this ordinance to be acquired without public cost. If such occurs, the funding identified for the acquisition of donated State Trust lands will be dedicated to acquire other State Trust lands identified for conservation by this ordinance.

- j. Davis-Monthan Related Acquisition - Technical information and military expert advice will be the primary guide for selecting acquisition properties for protecting flight corridors relied on by Davis-Monthan Air Force Base.
- k. Wildlife and Game Management - Lands or interest in lands acquired as identified in this ordinance shall not change or alter game and wildlife management, which is exclusively reserved to the State through the Arizona Game and Fish Commission. Further, the County recognizes the authority of the Arizona Game and Fish Commission over all non-migratory wildlife, and the United States Fish and Wildlife Service over all migratory wildlife. Reasonable public access shall be provided for lands acquired in fee simple. Existing public access shall not be prohibited or altered for lands where development rights or conservation easements are acquired. No County action shall limit access for the recreational purposes of sportsmen lawfully engaged in activities related to the legal taking of fish and game. The County will cooperate with, and accede to the decisions of, the Arizona Game and Fish Commission in all matters relating to game management when advancing the goals of the Sonoran Desert Conservation Plan through acquisition or conservation of open space identified in this ordinance. Public lands owned by Pima County, or where the County has acquired a conservation easement allowing such, are eligible for the full spectrum of active wildlife management and conservation activities prescribed by either the Arizona Game and Fish Department or the United States Fish and Wildlife Service. This includes activities designed to manage, re-establish, maintain, and enhance wildlife populations. If undertaken, these activities are to be carried out in consultation with Pima County.

2. **General Categories of Open Space and Habitat Protection** - Projects identified in this ordinance to be acquired as open space and habitat protection fall into four categories:

- Habitat Protection Priorities - \$112 million
- Community Open Space Parcels - \$37.3 million
- Urban Open Spaces Requested by Jurisdictions - \$15 million
- Preventing Encroachment on Davis-Monthan Air Force Base - \$10 million

For the projects identified in this ordinance as either Community Open Space Parcels or Habitat Protection Priorities, the number of projects identified is in excess of the number that can be purchased with the stated allocations of bond funds. Fourteen projects are identified in this ordinance as Community Open Space Parcels, but purchasing these 14 projects would cost more than the \$37.3 million allocated. For projects identified as Habitat Protection Priorities, approximately 524,000 acres are identified in this ordinance, but protecting this entire acreage would cost more than the \$112 million allocated. More projects have been identified than can actually be purchased for several reasons:

- 1) Pima County may be unable to successfully negotiate a purchase with every landowner. Including excess projects gives the County flexibility in negotiating with the property owners.
- 2) State and Federal grants will be sought by Pima County. Grant awards would expand the amount of funds available to purchase parcels identified in this ordinance.
- 3) If State Land reform is successful, a number of State Trust land projects identified in this ordinance as Community Open Space or Habitat Protection Priorities may be

preserved without cost. If this occurs, bond funds will be used to purchase other State Trust land identified in this ordinance.

- 4) For projects identified as Habitat Protection Priorities, parcels identified in excess of that which can be purchased provide Pima County the flexibility necessary to protect valuable biological lands to meet the requirements of an incidental take permit pursuant to section 10(a)(1)(B) of the Endangered Species Act of 1973.

To the extent possible, Pima County will begin the negotiation process with projects prioritized as highest priority. For the projects identified in this ordinance as Habitat Protection Priorities, projects are prioritized into highest priority and secondary priority categories.

3. Funding of Open Space Categories- \$10 million in bond funds shall be allocated for the purpose of acquiring urban open space to prevent encroachment on Davis-Monthan Air Force Base. \$15 million shall be allocated for the purpose of funding projects identified as Urban Open Spaces Requested by Jurisdictions. 25 percent (or \$37.3 million) of the remaining \$149.3 million in bond funds will be allocated for the purpose of funding projects identified as Community Open Space, except as specified in this ordinance. 75 percent (or \$112 million) of the remaining \$149.3 million in bond funds will be allocated for the purpose of funding projects identified as Habitat Protection Priorities, except as specified in this ordinance.

- a. Matching Funds - For projects identified in this ordinance as requiring matching funds, bond funds will not be released until matching funds are secured or there are reasonable expectations that said funding will be obtained. If after a reasonable time period the matching funds have not been acquired, this ordinance may be amended to reflect this circumstance.
- b. Habitat Protection Project Area Allocation - For projects identified in this ordinance as Habitat Protection Priorities, the approximate dollar amounts allocated to each project area do not represent the exact amount of bond funds the County will expend in each project area. These approximations are based upon the best present estimate of average land values in each sub area, and the percentage of acres of Habitat Protection Priorities that fall within each sub area.

<u>Area</u>	<u>Percent</u>	<u>Amount</u>
Southeast Corridor Project Area	34 percent	\$38,000,000
Santa Cruz Basin Project Area	20 percent	\$22,000,000
Altar Valley Project Area	19 percent	\$21,000,000
Avra Valley Project Area	4 percent	\$ 5,000,000
Tortolita Mountains Project Area	10 percent	\$11,000,000
Tucson Basin Project Area	5 percent	\$ 6,000,000
San Pedro Project Area	8 percent	\$ 9,000,000

- c. Conservation Easements and Development Rights - Pima County shall make use of conservation easements or the purchase of development rights whenever these are an appropriate means of protecting the values of the projects identified in this ordinance. For projects identified as Habitat Protection Priorities, the goal is to use conservation easements to the extent possible. Conservation easements are voluntary agreements between a willing seller and Pima County, or a non-profit established for this purpose, that are mutually advantageous to both parties. If the County purchases development rights from a willing seller, a conservation easement shall also be executed. The purchase of development rights and conservation easements funded through bond funds identified in

this ordinance for Habitat Protection Priorities shall promote the biological goal and objectives of the Sonoran Desert Conservation Plan through specific language to appropriately manage natural land cover and water resources, promote recovery or re-introductions of native species, and to reduce threats to ecosystem structure and functions, including threats to habitat for identified species. The County may also acquire other interests in property such as remainder interests combined with conservation easements, which enable the immediate protection of and the eventual acquisition of land.

- d. **Priority Acquisitions** - At the time of the drafting of this ordinance, many of the private properties identified as Community Open Space Parcels were under high development pressures. To the extent possible, purchases of private properties identified as Community Open Space Priorities will occur in earlier years of the bond implementation program in order to acquire the properties before they are developed.

4. State Trust Land Reform - Some of the projects identified in this ordinance to be acquired for open space and habitat protection are State Trust lands. Every effort will be made to protect the open space and habitat values of these lands in a cost-effective manner. The future of the Arizona Preserve Initiative process for reclassifying State Trust land for conservation purposes is unknown at this time. If this or any future State Trust land reform package is approved by the Legislature, voters of Arizona, and Congress which includes a provision whereby some lands identified in this ordinance are reclassified for conservation without requiring compensation, bond funds for said projects will be reallocated to State Trust lands that do require compensation for preservation. If State Trust land reform does not occur, Pima County will continue to work through the Arizona Preserve Initiative process to protect the open space and habitat values of the projects identified in this ordinance.

5. Accountability and Transparency - In order to ensure the highest accountability to the voters for any open space acquisition or conservation easement or development right acquisition authorized, an eleven-member Conservation Acquisition Commission will be or has been formed. One Commission member will be appointed by each of the members of the Pima County Board of Supervisors, one member will be appointed by the County Administrator, two members will be appointed by land conservation organizations active within Pima County, one member will represent the Natural Resources, Parks and Recreation Commission, another member will represent the local Board of Realtors, and at least one member will represent the ranching community. The purpose of the Commission will be to provide oversight and monitoring of all open space acquisitions that will be placed before the Board for consideration. This Commission will be provided a budget sufficient to carry out this work and to fund an annual, independent audit of all financial transactions and records of the Commission, which will be made public. In addition to this Conservation Acquisition Commission, the County Bond Advisory Committee will be monitoring the implementation of the overall bond program, will be holding public meetings as necessary, but no less than twice each year, and will submit an annual report to the Board of Supervisors.

Project funding allocations to specific projects identified in this ordinance will occur only after a public hearing is held by the Board of Supervisors where the projects to be funded have been advertised in a newspaper of general circulation of the County. The Board shall take into consideration review and comments made at the public hearing when selecting specific projects to fund among those identified in this ordinance.

6. Rights of Property Owners - Nothing shall prohibit the owners of property identified for possible acquisition from using their property in accordance with existing zoning and land use or development codes of Pima County, including, but not limited to, filing for any change in the status of land use designated in the Comprehensive Plan, or filing for a land use or zoning

change. Any property owner filing for a building permit, conditional use permit, Comprehensive Plan Amendment, or zoning change on property targeted for possible open space acquisition will only need to comply with the standard procedures and processes established for same.

7. Property Acquisition Process - Real property acquisition by Pima County is a multi-phase and often time-consuming process. The acquisition process for each property follows three phases.

Phase I may last approximately 3 to 6 months, and includes identification of the parcel, approval by the Conservation Acquisition Commission to initiate due diligence, and initiation of due diligence data gathering and formal appraisal.

Phase II may last approximately 4 to 8 months, and includes analysis of the due diligence data gathered, securing an appraisal, negotiation with the seller, processing of an acquisition agreement for approval by the Pima County Board of Supervisors, and review and approval of the acquisition agreement by the Conservation Acquisition Commission.

Phase III may last approximately 2 to 6 months, and includes the time to finalize Board of Supervisors approval of the acquisition agreement, and closing of the sale.

No property will be acquired unless the acquisition cost is at or near appraised value based on an appraisal approved by Pima County. Before an acquisition proposal is presented to the Conservation Acquisition Commission, a standard title report on the property shall be received and reviewed disclosing any liens, encumbrances or defects in property titles. The acquisition process will require both County staff and consultant contract appraisers and acquisition agents in order to complete the acquisition program according to the bond program schedule.

For the majority of the projects identified, the cost estimate figure is a “budget estimate” of acquisition costs prepared by staff. These budget estimates are intended solely for preliminary planning purposes. They are not value estimates or appraisals as defined by Arizona Revised Statutes or the Uniform Standards of Professional Appraisal Practice. Prior to making an offer to a property owner, the County will order an appraisal, which will be reviewed prior to acceptance. Appraisals of the properties could differ significantly from these budget estimates. Also, the inclusion of a property, within an associated budget estimate, does not represent an offer from the County, nor a declaration of the County’s intent to make such an offer.

8. Specific Project Description, Scope of Work, and Location by Project

a. Community Open Space Parcels - To arrive at a list of Community Open Space Parcels for this bond implementation plan, properties identified from the following sources were evaluated: 1) remaining parcels included in the voter-approved 1997 Open Space Bond Program; 2) parcels identified as important to the open space goals of Pima County’s Natural Resources, Parks and Recreation Department; 3) additional parcels located on the urban fringe or within urban Tucson that were identified by community and environmental groups as well as individual members of the community as being of special merit, many of which enjoy considerable community support; and 4) parcels reclassified to conservation status by the Arizona State Land Department through Pima County’s Arizona Preserve Initiative Application.

As stated earlier in this ordinance, the number of projects identified is in excess of the number that will be purchased with the total bond fund allocation for Community Open Space Parcels. Projects are not in order of priority.

Total Bond Funding for Community Open Space Parcels: \$37.3 million

1.1 Tucson Mountain Park - Sweetwater Preserve

Location: Parcels are located in the Tucson Mountain Foothills, immediately north of Sweetwater Drive and west of Camino de Oeste.

Scope: Purchase in fee simple 3 parcels totaling 695 acres.

Benefit: This project will protect one of the last remaining large parcels of land in the Tucson Mountains, and will be a strategic addition to the area's protected lands. The project will provide habitat protection for a wide range of plants and animals, including habitat suitable for the cactus ferruginous pygmy owl, desert tortoise, gila monster, lesser long-nose bat, yellow-billed cuckoo, abert's towhee, California leaf-nosed bat, grey fox, mountain lion and the tiger rattlesnake. Acquisition of the project area will protect a key segment of the Sweetwater Wash that connects Tucson Mountain Park to the Santa Cruz River, recreational opportunities on existing trails presently popular with hikers, equestrians and mountain bikers, known archeological resources, and a key portion of the viewshed of the upper foothills of the Tucson Mountains.

Cost: \$13,000,000

Bond Funding: \$13,000,000

Other Funds: Federal and State Grants.

Implementation Period: 1, 2

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.2 Tucson Mountain Park - Camino de Oeste

Location: The parcels abut the Tucson Mountain Park immediately west of Camino de Oeste and south of Gates Pass.

Scope: Purchase in fee simple or acquire conservation easements on parcels totaling 100 acres.

Benefit: This project will protect habitat for a wide range of plants and animals, provide viewshed protection for upper foothills of the Tucson Mountains, provide a strategic boundary enhancement to Tucson Mountain Park, and protect cultural resources, including several Civilian Conservation Corps check dams that date to the early 1930s.

Cost: \$2,000,000

Bond Funding: \$2,000,000

Other Funds: Federal and State grants.

Implementation Period: 1, 2, 3

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.3 Tucson Mountain Park - Dos Picos

Location: Parcels are immediately east of Tucson Mountain Park, north of the Starr Pass development, and south of Anklam Road.

Scope: Purchase in fee simple or acquire conservation easements on parcels totaling 80 acres.

Benefit: This project will be a strategic addition to the boundary of Tucson Mountain Park that will protect a pair of prominent landmark peaks, and will provide viewshed protection for the upper foothills of the Tucson Mountains.

Cost: \$1,000,000

Bond Funding: \$1,000,000

Other Funds: Federal and State grants.

Implementation Period: 1, 2

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.4 Tortolita Mountain Park - Arizona Preserve Initiative

Location: These State Trust lands are located in the planning boundary of the Tortolita Mountain Park.

Scope: Purchase 4,519 acres of State Trust land in fee simple or through other available methods. Parcels were reclassified to conservation status by the Arizona State Land Department in July 2003.

Benefit: This project will provide habitat protection for a variety of species including suitable habitat for the cactus ferruginous pygmy owl; will protect an area of high archaeological significance; will protect a key segment of Upper Honey Bee Canyon; will preserve recreational areas for hikers, equestrians, and mountain bikers; and protect the viewshed of the eastern foothills of the Tortolita Mountains, which forms one of the principal gateway corridors into metro Tucson.

Cost: \$24,000,000

Bond Funding: \$7,000,000

Other Funds: \$5,000,000 from the 1997 Bond Program and \$12,000,000 in State Growing Smarter matching funds.

Implementation Period: 1, 2, 3, 4

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.5 Tucson Mountain Park - Arizona Preserve Initiatives

a. Robles Pass

Location: Parcel is a short distance south of Ajo Way, adjacent to Tucson Mountain Park.

Scope: Purchase this 40-acre State Trust land parcel in fee simple or through other available methods. Parcel has been reclassified under the Arizona Preserve Initiative.

Benefit: This project will protect a scenic slope adjacent to Tucson Mountain Park, along with high quality habitat suitable for the cactus ferruginous pygmy owl and other species. The acquisition of this parcel will also help expand the proposed Tucson Mountain Park Southern Corridor linkage to the West Branch of the Santa Cruz River.

Cost: \$800,000

Bond Funding: \$400,000

Other Funds: \$400,000 in State Growing Smarter matching grants.

Implementation Period: 1, 2, 3, 4

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

b. Trails End

Location: Parcel is immediately north of Trails End Road now surrounded by Tucson Mountain Park.

Scope: Purchase this 60-acre State Trust land parcel in fee simple or through other available methods. Parcel has been reclassified under the Arizona Preserve Initiative.

Benefit: This project will protect a scenic slope adjacent to Tucson Mountain Park and a segment of a major natural wash, as well as high quality habitat suitable for the cactus ferruginous pygmy owl and other species.

Cost: \$1,200,000

Bond Funding: \$600,000

Other Funds: \$600,000 in State Growing Smarter matching grants.

Implementation Period: 1, 2, 3, 4

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.6 Catalina Conservation Easements

Location: Parcels within and between the southern ends of the Catalina State Park Expansion and Tortolita East Biological Corridor Arizona Preserve Initiatives, and abutting the northern border of the Catalina State Park.

Scope: Acquisition of conservation easements over private properties to ensure the efficacy of the area as a biological corridor.

Benefit: This project will ensure that the private properties within this functioning biological corridor will not be degraded by further development, and will ensure the protection of the biological integrity of the State Trust lands to be acquired by Pima County for addition to Catalina State Park and the Tortolita East Biological Corridor.

Cost: \$1,000,000

Bond Funding: \$1,000,000

Other Funds: Federal and State grants.

Implementation Period: 2, 3, 4

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.7 Canoa Ranch

Location: Project contains 3 parcels along the eastern side of Interstate 19, surrounded by the County's 4,651 acre Canoa Ranch property.

Scope: Purchase in fee simple or acquire conservation easements on 133 acres of former ranch parcels presently zoned for commercial use.

Benefit: This project would consolidate all parcels on the east side of Interstate 19 to protect the historic ranch complex and open space and wildlife values from adjacent commercial

development. One parcel contains an equestrian facility that would augment the planned use of the ranch for environmental education, a museum, and short-term rentals for birders and hikers.

Cost: \$3,000,000

Bond Funding: \$3,000,000

Other Funds: Federal and State Grants

Implementation Period: 2, 3, 4

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.8 Tucson Mountain Park - Los Morteros

Location: Parcels are located in the northern reaches of the Tucson Mountains in the Town of Marana.

Scope: Purchase in fee simple or acquire conservation easements on 3 parcels totaling 45 acres.

Benefit: This project will protect irreplaceable archaeological resources, further Pima County's commitment to protecting this area's cultural sites, as well as help preserve the scenic values of the northern reaches of the Tucson Mountains. The properties are associated with the Los Morteros site that is eligible for listing on the National Register of Historic Places.

Cost: \$1,000,000

Bond Funding: \$1,000,000

Other Funds: Federal and State grants.

Implementation Period: 1, 2, 3

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.9 Tortolita Mountain Park - Carpenter Ranch

Location: Parcel is located a short distance north of the Pima-Pinal County line, north of the Tortolita Mountain Park.

Scope: Purchase in fee simple or acquire conservation easements on 300 acres.

Benefit: This project will expand and enhance Pima County's existing Tortolita Mountain Park holdings; preserve natural and scenic resources including a natural spring; protect a portion of a historic ranch; and provide access to Tortolita Mountain Park from the north side of the range.

Cost: \$1,000,000

Bond Funding: \$1,000,000

Other Funds: Federal and State Grants.

Implementation Period: 1, 2, 3

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.10 Tortolita Mountain Park - East Biological Corridor Arizona Preserve Initiative

Location: These State Trust lands are situated between the Tortolita Mountain Park Arizona Preserve Initiative lands and the Catalina State Park Arizona Preserve Initiative lands, immediately north of Oro Valley with the majority of parcels lying immediately west of Oracle Road.

Scope: Purchase 4,761 acres of State Trust land in fee simple or through other available methods.

Benefit: This project will facilitate the creation of a key biological corridor between the Tortolita Mountains, Catalina State Park and the Coronado National Forest, provide habitat protection for a variety of species including suitable habitat for the cactus ferruginous pygmy owl, protect an area of high archaeological significance, protect a key segment of Upper Honey Bee Canyon, preserve recreational areas for hikers, equestrians, and mountain bikers, and preserve the viewshed of the eastern foothills of the Tortolita Mountains, which form one of the principal gateway corridors into metro Tucson.

Cost: \$20,000,000

Bond Funding: \$10,000,000

Other Funds: \$10,000,000 in State Growing Smarter matching grants.

Implementation Period: 1, 2, 3, 4, 5

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.11 Catalina State Park Expansion - Arizona Preserve Initiative

Location: These State Trust lands are located immediately north of Catalina State Park, east of Oracle Road, and west of the Catalina Mountains.

Scope: Purchase 2,320 acres of State Trust land in fee simple or through other available methods.

Benefit: This project will help create an important biological corridor between the Tortolita Mountains, Catalina State Park, and the Catalina Mountains, provide habitat protection for a variety of species including suitable habitat for the cactus ferruginous pygmy owl, expand and enhance the popular Catalina State Park, and protect trails presently used by hikers, equestrians, and mountain bikers.

Cost: \$10,000,000

Bond Funding: \$5,000,000

Other Funds: \$5,000,000 in State Growing Smarter matching grants.

Implementation Period: 4, 5, 6

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.12 Colossal Cave Mountain Park Expansion

Location: State Trust lands northwest of the Colossal Cave Mountain Park.

Scope: Purchase or preserve through other acquisition tools 1,600 acres.

Benefit: This project would expand the existing Colossal Cave Mountain Park to preserve Pistol Hill, protect valuable biological, cultural and scenic resources, and create new recreational opportunities for hikers, equestrians, and mountain bikers.

Cost: \$12,000,000

Bond Funding: \$6,000,000

Other Funds: \$6,000,000 in State Growing Smarter matching grants

Implementation Period: 2, 3, 4, 5

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.13 Tucson Mountain Park - Painted Hills

Location: The parcels are located between Anklam Road and Speedway Boulevard, a short distance from Tucson Mountain Park.

Scope: Purchase in fee simple or acquire conservation easements on 5 parcels totaling 300 acres.

Benefit: This project will protect the saguaro-studded slopes along both Speedway and Anklam roads, protect habitat for a wide range of plants and animals, and protect the viewshed of the upper foothills of the Tucson Mountains.

Cost: \$4,500,000

Bond Funding: \$4,500,000

Other Funds: Federal and State grants.

Implementation Period: 1, 2, 3, 4

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.14 Tucson Mountain Park – South Corridor

Location: Corridor is located south of Ajo Highway and west of Mission Road.

Scope: Purchase in fee simple or acquire conservation easements on properties to preserve a corridor from the southern end of Tucson Mountain Park to Mission Road. Pima County will seek options to preserve this corridor through public/private partnerships that do not require the purchase of entire parcels.

Benefit: Preservation of this corridor will help protect a key viewshed in the southeastern foothills of the Tucson Mountains, buffer the effects of urban encroachment on Tucson Mountain Park, protect valuable scenic and natural resources along with a Priority Cultural Resource site, and provide a key element of an important linkage between the Tucson Mountains and the Santa Cruz River corridor.

Cost: \$2,100,000

Bond Funding: \$2,100,000

Other Funds: Federal and State Grants.

Implementation Period: 2, 3, 4, 5

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing

natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

b. Urban Open Spaces Requested by Jurisdictions - The City of Tucson, and the Towns of Oro Valley and Sahuarita requested the inclusion of the following urban open space projects. Projects are not in priority order. The amounts allocated to the urban open space projects requested by the City of Tucson may exceed the actual purchase prices. If this occurs, consideration shall be given to the purchase of conservation easements on the Bellota/A-7 Ranch with any surplus funds.

Total Bond Funding for Urban Open Spaces Requested by Jurisdictions: \$15 million

City of Tucson Priorities

1.15 Aqua Caliente and Brawley Wash

Location: The confluence area of the Tanque Verde Creek and Agua Caliente Wash; Brawley Wash

Scope: Purchase in fee simple or acquire conservation easements on parcels or portions of parcels, with preference for vacant lands within the floodplain and floodway of the Tanque Verde and Agua Caliente Washes. First priority of acquisition will be the vacant land downstream of Houghton Road along the Agua Caliente Wash. The scope also includes the purchase of property along the Brawley Wash, adjacent to City of Tucson-owned land, tax code parcels 208-40-0650, 0660, 213-10-001N, 215-31-039A.

Benefit: Preservation of significant riparian areas and prevention of future flood damages.

Cost: \$5,000,000

Bond Funding: \$5,000,000

Other Funding: None identified at this time. If additional funding becomes necessary, options include federal or state grants, and specific appropriations from the County Flood Control District tax levy.

Implementation Period: 1, 2, 3

Project Management: The County Flood Control District will be responsible for managing all acquisitions, in close consultation with City of Tucson staff.

Future Operating and Maintenance Costs: There should be minimal costs, which will be funded through the Flood Control District.

1.16 36th Street Corridor and Valencia

Location: Corridor along 36th Street, from the Santa Cruz River west to Tucson Mountain Park; Valencia Archaeological Site at Interstate 10 and Valencia, along the Santa Cruz River.

Scope: Purchase in fee simple or acquire conservation easements on properties along 36th Street to preserve a corridor from the Santa Cruz River west to Tucson Mountain Park and to serve as an expansion of Tucson Mountain Park. Pima County will seek options to preserve this corridor through public/private partnerships that do not require the purchase of entire

parcels. The scope also includes the purchase of the Valencia Archaeological Site, tax code parcel 138-01-006C.

Benefit: This project will protect the viewshed of the upper foothills of the Tucson Mountains, provide public access into Tucson Mountain Park from the west end of 36th Street, protect a wildlife corridor and associated biological values from the Tucson Mountains to the Santa Cruz River, and protect investments already made by Pima County in the area of the West Branch of the Santa Cruz.

Cost: \$5,000,000

Bond Funding: \$5,000,000

Other Funding: \$500,000 from State Growing Smarter matching funds

Implementation Period: 1, 2, 3

Project Management: Pima County Natural Resources, Parks and Recreation will manage this project, in close consultation with the City of Tucson.

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

1.17 Habitat at 36th and Kino

Location: Parcel is located at the southeast corner of 36th Street and Kino Parkway.

Scope: Purchase the 26-acre parcel in fee simple.

Benefit: The 26-acre parcel comprises four different vegetative communities and is classified as a floodplain. A preliminary survey showed a total of 32 plant species and 22 bird species. The property is walking distance from six schools, the Holmes-Tuttle Boys and Girls Club, and the Quincie Douglas Recreation Center, all of which could benefit from nearby habitat preservation and environmental protection.

Cost: \$1,000,000

Bond Funding: \$1,000,000

Other Funding: None identified at this time. If additional funding becomes necessary, options include federal and state grants and Flood Control District appropriations; if necessary, however, acquisition cost is limited to the cost guidelines in the Ordinance.

Implementation Period: 1, 2, 3

Project Management: Pima County Natural Resources, Parks and Recreation and Flood Control District will manage this acquisition, in close consultation with the City of Tucson.

Future Operating and Maintenance Costs: There should be minimal costs, which will be funded through either Natural Resources, Parks and Recreation or the Flood Control District.

Town of Oro Valley Priorities

1.18 Kelly Ranch

Location: The Kelly Ranch parcels are located at the intersection of Tangerine and Oracle, on the east side of Oracle. The wildlife corridor parcels are located along Oracle Road south of Wilds Road.

Scope: Purchase in fee simple or acquire conservation easements on 5 parcels totaling 103 acres, which would be added to the boundaries of Catalina State Park. Pima County, Town of Oro Valley and Arizona State Parks would arrange for a land exchange. The scope also includes purchase of wildlife corridor parcels, tax codes 223-01-0030 and 222-45-009C.

Benefit: Preservation of these parcels will prevent urban encroachment on the sensitive natural resources of Catalina State Park, which surrounds these parcels on the north, east and south. Significant cultural and archeological resources that exist on the site will also be protected, and recreational and educational opportunities for the public will be created. Purchase of the wildlife corridor parcels would contribute to the conservation of a key wildlife corridor between the Catalina and Tortolita mountains, across Oracle Road.

Cost: \$5,000,000

Bond Funding: \$2,500,000

Other Funding: \$2,500,000 - The Town of Oro Valley, with the close cooperation of Pima County, will seek this additional funding from Arizona State Parks.

Implementation Period: 1, 2, 3

Project Management: the Town of Oro Valley will negotiate with the property owner and acquire the property with County bond funds, in accordance with all provisions of this ordinance and pursuant to an intergovernmental agreement between Pima County and the Town.

Future Operating and Maintenance Costs: Operating and maintenance costs associated with this acquisition will be minimal and will be absorbed in the annual State Parks Operating Budget.

Town of Sahuarita Priorities

1.19 Santa Cruz River Open Space and Environmental Protection

Location: Various locations along and within the Santa Cruz River floodplain and significant tributary washes within the Town boundaries.

Scope: In accordance with the Town of Sahuarita General Plan, the scope of this project focuses on land acquisition and open space preservation within the Santa Cruz River floodplain and other major washes leading to the river within the Town. Preservation of this area would serve as a focal point for the open space system within the Town.

Benefit: A main objective included in the Recreation and Open Space element of the Town of Sahuarita General Plan is to build on the presence of the Santa Cruz River and other major washes in that area as a focal point for the open space system within the Town. An important

factor in this project scope is the recognition that washes, tributaries and other riparian areas along the Santa Cruz River floodplain serve as important interconnections between open space corridors within the Town's sphere of influence as identified in the General Plan document.

Cost: \$1,500,000

Bond Funding: \$1,500,000

Other Funding: None identified at this time

Implementation Period: 2, 3, 4, 5

Project Management: The Town of Sahuarita will manage acquisition, in conjunction with an intergovernmental agreement between Pima County and the Town. The Pima County Real Property Division will coordinate with the Town.

Future Operating and Maintenance Costs: The Town of Sahuarita will assume ownership of and manage all parcels acquired under this program, in conjunction with an intergovernmental agreement between Pima County and the Town.

c. Urban Open Spaces to Prevent Encroachment on Davis-Monthan Air Force Base

1.20 Urban Open Spaces to Prevent Encroachment on Davis-Monthan Air Force Base

Location: Southeast of Davis-Monthan Air Force base in the approach/departure corridor, inside the City of Tucson and in unincorporated Pima County

Scope: Prevent urban encroachment in the approach/departure corridor to the southeast of Davis-Monthan Air Force Base through acquisition and preservation of open space through any legal means available to Pima County including acquisition in fee simple or conservation easements on and development rights to currently undeveloped property to preserve the existing and future mission capability of the Davis-Monthan Air Force Base. Acquisition of property rights is to be guided by the recently completed Arizona Military Regional Compatibility Project Joint Land Use Study for Davis-Monthan Air Force Base. Acquisition of property rights to undeveloped land is one of several strategies for achieving land use compatibility that are being developed by Pima County and other local governmental entities, including strengthening land use controls and protections. Any properties acquired through this bond program could be designated as urban open space, allowing passive recreational uses if these are deemed to be compatible with the mission of Davis-Monthan Air Force Base. Large parcels in the highest risk areas are to receive priority consideration for acquisition.

Benefit: Davis-Monthan Air Force Base is one the primary institutions in Pima County and Southern Arizona, contributing \$1.3 billion annually to the local economy, jobs for more than 6,500 military personnel and more than 1,100 civilian personnel, and serving 54,000 medical beneficiaries. This project will prevent urban encroachment off the southeastern end of the Base, in the approach/departure corridor, thereby preserving open space, protecting habitat and providing opportunities to enjoy urban open space. Preserving this open space will also help to protect the long-term survival of Davis-Monthan Air Force Base, to assist the Base in fulfilling its mission to ensure the safety of the nation, and to continue the positive economic impacts of the Base for the community. Preserving this open space will also benefit the community by reducing or eliminating long-term exposure to high levels of noise and the high level of risks associated with over-flights and the conveyance of live ordinance.

Cost: \$20,000,000 to \$30,000,000 in the current and any future approach/departure corridors.

Bond Funding: \$10,000,000

Other Funding: Other funding to match local bond funds will be sought through various state and federal grants and appropriations.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County will manage tasks and activities typical in the acquisition process, including, but not limited to, negotiations, appraisals, and preparation of documents, with all acquisitions approved by the Board of Supervisors. The Board of Supervisors will approve all acquisitions made under this program and all tasks incident to closing of any acquisitions. The Board of Supervisors will establish an oversight committee (Davis-Monthan Open Space Advisory Committee) to develop a detailed plan for analyzing and prioritizing all eligible properties and a schedule for implementing the Davis-Monthan open space program; provide advice and consent on the selection of all properties for acquisition and make recommendations on acquisitions to the Board; and provide regular reports to the Board of Supervisors and the public on progress toward implementing the program. The Committee will be composed of the Base Commander (or his or her designee), a representative from the Arizona Department of Commerce, a representative of the DM-50, a representative of the City of Tucson, a representative of the Tucson Metropolitan Chamber of Commerce, and the County Administrator (or his or her delegate).

Future Operating and Maintenance Costs: Based on the average cost to operate and maintain the existing open space parks system of Pima County, it is anticipated that future operating and maintenance costs of community open spaces which are added to the existing natural open space system operated and maintained by Pima County will cost, on average, approximately \$60 per year per acre of added open space park.

d. Habitat Protection Priorities - On June 17, 2003, the Pima County Board of Supervisors adopted the Habitat Protection Priorities recommended by the Sonoran Desert Conservation Plan Steering Committee to guide implementation of the County's Multi-Species Habitat Conservation Plan. The development of Habitat Protection Priorities for eastern Pima County was a continuation of over five years of work by Pima County and the expert science community, building upon plans and policies previously adopted by the Board of Supervisors, including the Sonoran Desert Conservation Plan adopted in preliminary form in 2000, and the Conservation Lands System adopted in the Environmental Element of the Comprehensive Land Use Plan in 2001. The objective of developing the Habitat Protection Priorities was to apply a set of biologically based goals and criteria to the Conservation Lands System to: 1) identify the most important lands to protect first; 2) provide recommendations on the sequencing of land preservation efforts; and 3) design a project so that it can be easily incorporated into an adaptive management program to be implemented over the life of the Federal Section 10 Permit using the best scientific information available.

The Habitat Protection Priorities were updated in 2008 based on additional biological and hydrological information that was not available in 2002.

As stated earlier in this ordinance, the number of projects identified exceeds the number of projects that will be purchased with the total bond funding for Habitat Protection Priorities.

Total bond funds allocated for Habitat Protection Priorities: \$112,000,000

1.21 Southeast Project Area

Location: The Southeastern Corridor Project Area is located southeast of the Tucson metropolitan area and includes the northern extent of the Las Cienegas National Conservation Area, the Empirita Ranch, Davidson Canyon, Cienega Creek, Colossal Cave Mountain Park, and a key segment of the Agua Verde Creek.

Scope: Purchase in fee simple or acquire conservation easements on lands identified as Habitat Protection Priorities in the Southeastern Corridor Project Area:

<u>Priority</u>	<u>Parcels</u>	<u>Acres</u>
High Private	42	6,781
Secondary Private	86	3,111
High State	204	154,186
Secondary State	69	53,017

Benefit: These areas contain a wide range of invaluable natural resources, including the best example of a riparian forest system embedded within semi-desert grassland in Pima County. Pima County has already invested in protecting this area, the critical importance of which was confirmed through the development of the Sonoran Desert Conservation Plan. For example, in 1986, Pima County purchased property along Cienega Creek and established the Cienega Creek Natural Preserve, a key ecological and recreational area that protects Tucson's water supply, enhances flood control, and contains rare native fish species. In addition, Pima County acquired the Empirita Ranch, Southern Arizona's first conservation ranching operation and a property that features conservation values for wildlife, water quality, flood control, recreation, and open space.

Cost: \$38,000,000

Bond Funding: \$38,000,000

Other Funds: Federal or State grants

Implementation Period: 1, 2, 3, 4, 5, 6

Future Operating and Maintenance Costs: Minimal, due to the desire to acquire development rights and conservation easements with management of the property to remain with the original private owner.

1.22 Santa Cruz Basin Project Area

Location: The Santa Cruz Basin Project Area begins at the Pima-Santa Cruz County border and encompasses the region south of Interstate 10 and Ajo Highway between the Santa Rita Mountains and the Sierrita Mountains, and includes the community of Green Valley, Town of Sahuarita, and the Santa Rita Experimental Range.

Scope: Purchase in fee simple or acquire conservation easements on lands identified as Habitat Protection Priorities in the Santa Cruz Basin Project Area.

<u>Priority</u>	<u>Parcels</u>	<u>Acres</u>
High Private	62	9,121

Secondary Private	90	15,336
High State	109	69,544
Secondary State	62	45,821

Benefit: The area contains highly valued semi-desert grasslands in and surrounding Canoa Ranch, and important riparian habitat along tributaries such as Sópore Creek, which provide key wildlife corridors connecting the Santa Rita, Sierrita, and Tumacácori mountains. The project area was also a principal focal point of Native American settlement and agriculture, and was a travel corridor for Spanish colonial exploration and mission settlement. As a result, the region features significant cultural resources. The community of Green Valley and Town of Sahuarita will benefit from protection of these resources.

Cost: \$22,000,000

Bond Funding: \$22,000,000

Other Funds: Federal and State grants

Implementation Period: 1, 2, 3, 4, 5, 6

Future Operating and Maintenance Costs: Minimal, due to the desire to acquire development rights and conservation easements with management of the property to remain with the original private owner.

1.23 Altar Valley Project Area

Location: The Altar Valley Project Area is located in the far southwestern extent of Eastern Pima County, south of Ajo Highway, is bounded on the east by the Sierrita Mountains and the west by the Baboquivari Mountains, and includes a number of working ranches and the Buenos Aires Wildlife Refuge.

Scope: Purchase in fee simple or acquire conservation easements on lands identified as Habitat Protection Priorities in the Altar Valley Project Area.

<u>Priority</u>	<u>Parcels</u>	<u>Acres</u>
High Private	145	17,786
Secondary Private	99	28,399
Secondary State	206	154,186

Benefit: The area encompasses Pima County’s largest and most intact semi-desert grassland valley, and is home to grassland species formerly considerably more abundant in Pima County, including the Swainson’s Hawk. The Altar Valley Wash, a large desert wash system, cuts through the middle of the valley, providing high-quality habitat for resident riparian species as well as corridors for animals that range more widely. Because the slopes of the mountain ranges on the fringes of the project area drain into the Altar Valley Wash and the Brawley Wash, the region plays an important role in aquifer recharge for the Tucson metro area. The community of Arivaca will benefit from the preservation of these resources.

Cost: \$21,000,000

Bond Funding: \$21,000,000

Other Funds: Federal and State Grants

Implementation Period: 1, 2, 3, 4, 5, 6

Future Operating and Maintenance Costs: Minimal, due to the desire to acquire development rights and conservation easements with management of the property to remain with the original private owner.

1.24 Avra Valley Project Area

Location: The Avra Valley Project Area is bounded on the east by Interstate 10, on the west by the Tohono O'odham Reservation, on the south by the Ajo Highway and on the north by the Pima-Pinal County line. This area includes the Tucson Mountains, Saguaro National Park West, and the Ironwood National Monument.

Scope: Purchase in fee simple or acquire conservation easements on lands identified as Habitat Protection Priorities in the Avra Valley Project Area.

<u>Priority</u>	<u>Parcels</u>	<u>Acres</u>
High Private	18	6,752
Secondary Private	63	5,453
High State	5	1,035
Secondary State	11	2,912

Benefit: The area presently contains large, unaffected expanses of the saguaro-palo verde-old growth ironwood plant community, as well as two of the County's prime wildlife and riparian corridors, the Santa Cruz and the Brawley Wash. Significant opportunities remain to preserve important wildlife habitat in the project area, particularly the region's natural washes, and to assure the continued existence of biological linkages between existing preserves such as Pima County's 22,000-acre Tucson Mountain Park, the 25,000 acre Saguaro National Park West, and other tracts of natural open space.

Cost: \$5,000,000

Bond Funding: \$5,000,000

Other Funds: Federal and State grants

Implementation Period: 1, 2, 3, 4, 5, 6

Future Operating and Maintenance Costs: Minimal, due to the desire to acquire development rights and conservation easements with management of the property to remain with the original private owner.

1.25 Tortolita Mountains Project Area

Location: Tortolita Mountains Project Area is located northwest of the Tucson metropolitan area between Interstate 10 and the Catalina Mountains, and encompasses the Tortolita Mountain range, as well as Catalina State Park and the towns of Oro Valley and Marana.

Scope: Purchase in fee simple or acquire conservation easements on lands identified as Habitat Protection Priorities in the Tortolita Mountains Project Area.

<u>Priority</u>	<u>Parcels</u>	<u>Acres</u>
High Private	64	1,514
Secondary Private	108	1,929
High State	48	18,652

Benefit: The project area contains the region’s best examples of the saguaro-palo verde-old growth ironwood plant community on the Tortolita Alluvial fan, the density and stature of which has created prime habitat for the cactus ferruginous pygmy owl and other valuable species. The Tortolita Alluvial Fan and its network of washes also play a major role in the area’s natural flood control and recharge capacities. Prime habitat for the cactus ferruginous pygmy owl is also found in the area around Arthur Pack Park. The project area boasts some of the most highly valued scenic resources on the northwest side of the metropolitan area, and encompasses a variety of valuable archeological sites that would be protected as a result of the proposed acquisitions.

Cost: \$11,000,000

Bond Funding: \$11,000,000

Other Funds: Federal and State grants

Implementation Period: 1, 2, 3, 4, 5, 6

Future Operating and Maintenance Costs: Minimal, due to the desire to acquire development rights and conservation easements with management of the property to remain with the original private owner.

1.26 Tucson Basin Project Area

Location: The Tucson Basin Project Area encompasses metropolitan Tucson, and continues east to the Pima County border, including Saguaro National Park East and part of Coronado National Forest.

Scope: Purchase in fee simple or acquire conservation easements on lands identified as Habitat Protection Priorities in the Tucson Basin Project Area.

<u>Priority</u>	<u>Parcels</u>	<u>Acres</u>
High Private	33	315
Secondary Private	50	1,133
High State	8	1,322

Benefit: This highly impacted area contains key remnants of high-quality riparian habitats located in and along Sabino Creek, Tanque Verde Creek, Agua Caliente Creek, and the Pantano Wash, among others. Protection and restoration of these areas is critical because the riparian habitat located in Pima County is home to a disproportionate share of the County’s wildlife in comparison to the actual space these lands occupy. Historically, the Tanque Verde and Pantano corridors had water year-round, and supported rich riparian habitats. Opportunities exist to restore some of these drainages if lands in and adjacent to the floodways of these corridors can be protected. In addition, priority archeological and historic sites can be found in Sabino Canyon, and along the Agua Caliente Creek.

Cost: \$6,000,000

Bond Funding: \$6,000,000

Other Funds: Federal and State Grants

Implementation Period: 1, 2, 3, 4, 5, 6

Future Operating and Maintenance Costs: Minimal, due to the desire to acquire development rights and conservation easements with management of the property to remain with the original private owner.

1.27 San Pedro Project Area

Location: The San Pedro Project Area is located in the far northeastern corner of Pima County east of the Catalina Mountains, and encompasses the San Pedro River corridor. This area can be accessed from the Tucson metro area via Redington Pass.

Scope: Purchase in fee simple or acquire conservation easements on lands identified as Habitat Protection Priorities in the San Pedro Project Area.

<u>Priority</u>	<u>Parcels</u>	<u>Acres</u>
High Private	14	1,045
Secondary Private	89	9,478
Secondary State	86	48,637

Benefit: The San Pedro is the last free-flowing river in the state of Arizona. It contains the highest quality riparian gallery forest in all of southern Arizona, and is critical to migratory birds, bats and pollinating insects in their seasonal journeys between North, Central and South America. The project area provides Pima County with the best opportunity to protect cottonwood-willow riparian forest and a rare free-flowing river, to expand Pima County's existing Bingham-Cienega Natural Preserve, and link the Rincon Mountain Range to the Catalina Mountain Range.

Cost: \$9,000,000

Bond Funding: \$9,000,000

Other Funds: Federal and State grants

Implementation Period: 1, 2, 3, 4, 5, 6

Future Operating and Maintenance Costs: Minimal, due to the desire to acquire development rights and conservation easements with management of the property to remain with the original private owner.

B. Question No. 2 - Public Health and Community Facilities

For the purpose of acquiring, developing, expanding, improving and equipping new and existing facilities to further the health, education, welfare and safety of the citizens of the County, including, without limitation, County hospitals, clinics and other buildings, museums and facilities for the arts, facilities for the disposal of solid waste, and lighting, housing and other improvements and facilities to further neighborhood reinvestment, and the acquisition and construction of real or personal property or interests or rights in property for such purpose and paying all expenses properly incidental thereto and to the issuance of such bonds, shall Pima County, Arizona be authorized to issue and sell general obligation bonds of the County in an aggregate principal amount not exceeding \$81,800,000?

Table 11

<u>Project</u>	<u>Projects in Question 2</u>	<u>Bond Allocation</u>
Public Health Facilities		
Kino Public Health Center		\$25,000,000
New Psychiatric Hospital		12,000,000
Teresa Lee Health Clinic and TB Clinic Relocation		2,000,000
Subtotal Public Health		\$39,000,000
Other Facilities		
Animal Care Center		\$ 3,000,000
Roy Place Commercial Building Restoration		800,000
Green Valley Performing Arts Center Phase 2		4,000,000
Mt. Lemmon Community Center		1,000,000
Amado Food Bank Kitchen		300,000
Subtotal Other Facilities		\$ 9,100,000
Neighborhood Reinvestment		
Neighborhood Reinvestment		\$20,000,000
Housing Reinvestment		10,000,000
Subtotal Neighborhood Reinvestment		\$30,000,000
Ina Road Tire Relocation		\$ 1,500,000
County-Owned Museums		
Arizona Sonora Desert Museum - Auditorium		\$ 1,000,000
Arizona Sonora Desert Museum - Gray Water		200,000
Pima Air and Space Museum - Hangar		1,000,000
Subtotal County-Owned Museums		\$ 2,200,000
Total Question 2		\$81,800,000

1. Specific Project Description, Scope of Work, and Location

a. Public Health Facilities

2.1 Kino Public Health Center

Location: Kino Health Campus, 2800 East Ajo Way, Tucson, Arizona 85713

Scope: Construct a public building on the Kino Health Campus. The facility will be approximately 180,000 square feet in area. Occupants include Pima Health Systems and Services, Health Department, Institutional Health and other health providers. Design of the building shell was completed as part of the 1997 Bond Program. Reprogramming and design of tenant improvements need to be undertaken prior to bidding the project.

Benefits: This facility will consolidate public health, medical, and administrative services in one location. Locating County health services on the Kino Campus will place these services providers in close proximity to the services and expertise provided at the same location at Kino Hospital, by University Physicians, Inc. and their planned expansion of medical practices. This cooperation and coordination will better serve Pima County's clients and expand the level of County services. Pima Health Systems currently leases a significant amount of space. Funds otherwise allocated for lease charges will be used to offset related operating and maintenance costs for the new facility. Space vacated by Health Department downtown will be used to relieve overcrowding in other County facilities downtown.

Cost: \$25,000,000, with Planning/Design being \$1,575,000, Construction being \$23,247,000, and Other being \$178,000.

Bond Funding: \$25,000,000

Other Funding: \$3,140,000 Pima Health Systems and Services

Project Duration: Planning at 4 to 6 months, Design at 13 to 15 months, and Construction at 21 to 24 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Facilities Management

Future Operating and Maintenance Costs: Building operating and maintenance costs are expected to be approximately \$900,000 per year. These costs will be significantly offset by relocation of Pima Health System to this building and their reduction in office rent cost.

2.2 New Psychiatric Hospital

Location: Kino Health Campus, 2800 East Ajo Way, Tucson, Arizona 85713

Scope: In conjunction with bond funding under the 2006 bond ordinance, expand in-patient psychiatric facilities at the hospital facility located on the Kino health campus, currently operated by University Physician's Healthcare as the University Physician's Healthcare Hospital; design, construct and equip an Outpatient Physician Clinic in the unoccupied shell space on the second floor of Herbert K. Abrams Public Health Center located to the east of the hospital facilities; and design a parking garage to serve the Kino campus. This clinic space will be leased to University of Physician's Healthcare / University of Arizona College of Medicine.

Benefits: Currently, UPH provides inpatient psychiatric services in University Physician's Healthcare Hospital on the Kino campus. The majority of the psychiatric inpatient beds are located in wings originally designed as medical/surgical nursing units. A facility specifically designed for psychiatric patients will improve security, operational efficiency and improve treatment opportunities. Expansion of the psychiatric facilities is essential for the Hospital's transition into a full-service general hospital.

Cost: \$12,000,000, with Planning/Design being \$1,266,000, Construction being \$10,597,000, and Other being \$137,000.

Bond Funding: \$12,000,000

Other Funding: None identified at this time

Project Duration: Planning at 9 to 11 months, Design at 14 to 16 months, and Construction at 21 to 24 months.

Implementation Period: 1, 2, 3, 4

Project Management: Pima County Facilities Management

Future Operating and Maintenance Costs: Building operating and maintenance costs are expected to be approximately \$900,000 per year.

2.3 Teresa Lee Health Clinic and TB Clinic Relocation

Location: Downtown area. The County owns property on West Congress Street and Linda Avenue. Additional clinic services site located on Kino Campus, East Ajo Way.

Scope: Construct a new public health clinic on County-owned property to house Health Department clinics. This new facility will replace the County's Theresa Lee Clinic, 322 South Freeway Drive, which has been identified as a critical component of the Rio Nuevo development and must be relocated. Relocation of Pima County Health Department TB Clinic to Kino Campus in existing facility adjacent to the Abrams Health Building.

Benefits: This project will benefit development of the Rio Nuevo program. Subject to approval, partnership with El Rio Clinic to improve and expand the El Rio Healthcare Campus, while assuring delivery of public healthcare functions currently provided at the Theresa Lee Health Clinic, will be continued. The TB Clinic relocation will provide public services adjacent to new Health Department services at the Kino Campus (Abrams Building) on East Ajo Way. The facility will provide a safer work environment for staff and patients providing a negative air system to the whole clinic. Current facilities have limited negative air capabilities not conducive to specialized clinic operations.

Cost: \$2,000,000, with Planning/Design being \$211,000, Construction being \$1,783,000, and Other being \$6,000.

Bond Funding: \$2,000,000

Other Funding: None identified at this time

Project Duration: Planning at 8 to 10 months, Design at 15 to 17 months, and Construction at 15 to 18 months. Multiple phased projects.

Implementation Period: 2, 3, 4

Project Management: Pima County Facilities Management

Future Operating and Maintenance Costs: No significant change in operating and maintenance costs expected since this project will replace the existing clinic.

b. Other Public Facilities

2.4 Animal Care Center

Location: 2000 West Silverbell Road, Tucson, Arizona

Scope: Make improvements to the existing Pima County Animal Care Center. This work includes addition to and remodeling of the 35-year-old facility. This project will provide needed additional kennel space in an environment more conducive for pet adoptions, will provide kennel space for special animal populations, facility support functions and staff office space and rehabilitate building systems.

Benefits: Since the original facility was constructed in 1968, standards for animal care have changed significantly and with that public expectations regarding animal control. The center has not kept pace with advances in the areas of technology, communications, and work place safety. The public expects better conditions for the animals in the shelter and improved conditions conducive to adoptions. Increasing adoptions will reduce the number of animals being euthanized every year. Additionally, facility improvements are necessary to reduce disease transmission, provide better odor, noise and temperature control and limit public access to quarantine and provide additional workspace for staff.

Cost: \$4,510,375

Bond Funding: \$3,000,000

Other Funding: \$910,375 Space Acquisition Fund, \$600,000 General Funds

Project Duration: Planning at 7 to 9 months, Design at 14 to 16 months, and Construction at 15 to 18 months.

Implementation Period: 2, 3, 4

Project Management: Pima County Facilities Management

Future Operating and Maintenance Costs: No significant change in operation and maintenance costs expected since this project largely involves rehabilitation of an existing facility.

2.5 Roy Place Commercial Building Restoration

Location: Present location of County-owned building at the southeast corner of Stone Avenue and Pennington Street in downtown Tucson

Scope: Restore the exterior facade of the Roy Place commercial building as originally designed and constructed and upgrade for future use.

Benefits: This building was designed by Tucson architect Roy Place in 1929 and constructed in 1930 for a Montgomery Ward department store. Its original Spanish Colonial Revival design was similar to the 1929 Pima County Courthouse also designed by Roy Place. Mr. Place established his office in the prominent second floor “tower” of this building. During Tucson’s rapid expansion as a commercial center in the 1920s, buildings expressed a variety of styles - Spanish Colonial Revival, Neo-Classical, Art Deco, and others. However, beginning in the 1950s, most of Tucson’s commercial buildings were modernized by removing the ornate detailing of the original design or covering over the original facades with other materials. The Roy Place Commercial Building, which has been used as a Walgreens Pharmacy since 1957, had its facade covered as well, ironically by Place’s son Lew. At present, a building condition assessment report and research of the original design drawings are underway in preparation for future work proposed by this bond. Restoration of this commercial building to its original appearance for continued commercial use is consistent with the City of Tucson’s Rio Nuevo plans for the revitalization of downtown Tucson and will revitalize this important cultural asset in the downtown area. This property is owned by Pima County, located within the City of Tucson, and houses County agencies providing Countywide services.

Cost: \$800,000, with Planning/Design being \$76,000, Construction being \$722,000, and Other being \$2,000.

Bond Funding: \$800,000

Other Funding: None identified at this time

Project Duration: Planning at 6 to 9 months, Design at 14 to 18 months, and Construction at 13 to 24 months.

Implementation Period: 1, 2, 3, 4

Project Management: Pima County Facilities Management/Pima County Cultural Resources and Historic Preservation Office

Future Operating and Maintenance Costs: This project will restore the exterior facade, which will require little or no annual maintenance costs.

2.6 Green Valley Performing Arts Center Phase 2

Location: 1250 West Continental Road, Green Valley, Arizona

Scope: Construct a multimedia performing arts facility for musical theater, dance, drama and other fine arts uses. The facility will be approximately 11,000 square feet in area and will include a 150-seat multipurpose performance studio, visual arts gallery, lobby, and concessions, dressing rooms, and other support spaces. The facility is to be designed with superior acoustics and appropriate spaces that meet the needs of an aging population.

Phase One, built with Pima County 1997 General Obligation Bonds and Pima Community College General Obligation Bonds has recently been completed. It includes a Pima College Community Learning Center and one rehearsal and performance studio for community use.

Benefits: This new facility will be the only performing arts building in southern Pima County to have a theater quality auditorium to enhance the quality of life for the residents of southern Pima County, including residents of Sahuarita

Cost: \$4,250,000

Bond Funding: \$4,000,000

Other Funding: \$250,000 General Funds

Project Duration: Planning at 20 to 22 months, Design at 13 to 15 months, and Construction at 21 to 24 months.

Implementation Period: 2, 3, 4, 5, 6

Project Management: Pima County Facilities Management

Future Operating and Maintenance Costs: To be determined during the course of design since the scope of the project is contingent on the level of private funding secured. Pima County and Pima College will execute an intergovernmental agreement establishing responsibilities for operation and maintenance of the joint Performing Arts Center and Adult Education Center. Funding for operations and maintenance of the Performing Arts Center could come in part from revenues generated by use of the facility.

2.7 Mt. Lemmon Community Center

Location: In the Summerhaven area, Mt Lemmon, Arizona

Scope: The recently drafted collaborative master plan for rebuilding fire ravaged Summerhaven calls for development of new private and public improvements and facilities. The master plan was created within the context of the environmental, socio-cultural, functional, and economic factors affecting Summerhaven.

Public improvements proposed in this project include new public paths, public parking, roadway improvements, pedestrian and vehicular bridges where required and rehabilitation of portions of Sabino Creek. Proposed public buildings include a new community center with meeting room space and public restrooms, library, public plaza, Sheriff's substation and other public facilities as identified through a public planning process and as available funding allows.

A phased approach for building of public facilities recognizes that planning is an on-going process best done with public input. Public infrastructure improvements should be developed initially. Public buildings should be constructed when the services they house are needed.

Benefits: Construction of this community center and other public/private improvements will help with rebuilding of Summerhaven after the devastating Aspen Fire, provide an anchor in the heart of the community, provide a locus of services and amenities for tourists, visitors and residents, and provide a terminus for the Mt. Lemmon Shuttle.

Cost: \$1,500,000

Bond Funding: \$1,000,000

Other Funding: \$500,000 Neighborhood Reinvestment 2004 Bond funds approved to supplement the facility construction.

Project Duration: Planning at 8 to 10 months, Design at 14 to 16 months, and Construction at 15 to 24 months.

Implementation Period: 2, 3, 4

Project Management: Pima County Department of Transportation and Flood Control, and Facilities Management Department

Future Operating and Maintenance Costs: Operating and maintenance costs will vary depending on facilities accepted by the community for development.

2.8 Amado Food Bank Kitchen

Location: 28720 South Nogales Highway, Sopori, Arizona

Scope: Construct an addition to the Amado Food Bank. This addition will be approximately 3,800 square feet in area and will provide a commercial kitchen, multipurpose rooms for dining, meetings, programs and other community uses as well as public restrooms. This project is the second phase of development planned for this facility. Phase One, consisting of the food bank distribution facility, was constructed in 2001. Design for Phase Two has been completed.

Benefits: This addition will allow the food bank to expand its services to include preparation and distribution of meals to its clients. This facility will also provide space for a variety of community programming. This project will benefit lower income residents of southern Pima County, in the Lakeside – Sopori - Amado area.

Cost: \$581,000

Bond Funding: \$300,000

Other Funding: \$281,000 (Community Food Bank)

Project Duration: Planning at 6 to 8 months, Design at 7 to 9 months, and Construction at 15 to 18 months.

Implementation Period: 2, 3, 4

Project Management: Pima County Facilities Management

Future Operating and Maintenance Costs: Minimal for the County since the facility will be operated by a nonprofit food bank.

c. Neighborhood and Housing Reinvestment

Purpose - The purpose of the Neighborhood Reinvestment Program is to foster healthy communities throughout Pima County. "A community is only as healthy as its most stressed neighborhood, and likewise, a neighborhood is only as healthy as its most vulnerable resident."

Consequently, it is believed that reinvesting in our most stressed neighborhoods with new housing, community amenities, and public infrastructure will have immediate benefits for their residents and will reduce the negative social impacts - poverty, crime, violence, and drug and alcohol abuse - that stressed areas spawn. All residents of the greater community will benefit from a healthier social environment and reduced costs for protection.

Implementation Procedures and Principles

1. If approved by the voters, the Neighborhood Reinvestment Program shall be funded at an amount not to exceed \$30 million, with an amount not to exceed \$20 million allocated to neighborhood projects and an amount not to exceed \$10 million allocated to housing programs.
2. The 2004 Reinvestment program shall expand upon the 1997 program, by funding programs in high stress areas in the urban core and stress areas in the suburban fringe as well as the rural areas. The 2004 Neighborhood Reinvestment program shall contain a "maintenance of effort" provision that directs \$5 million of the \$20 million in bond authority for neighborhood projects to the high stress urban core areas identified in the 1997 program and then divides the remaining \$15 million equally between the urban core high stress areas and the suburban/rural stress areas. The housing program is not restricted to stress areas, but must benefit low to moderate income residents of Pima County. The Board of Supervisors retains the option of amending the Neighborhood Reinvestment Program at a later date to establish such allocation formulas if it is determined to be in the best interest of Pima County and the program to do so.
3. For the 2004 Neighborhood Reinvestment program, the funding limit shall be set at \$500,000 per neighborhood project. Many projects will require a smaller grant and the program will encourage small projects initiated by the neighborhoods. On the other hand, projects may cost more than \$500,000 and the program will encourage leveraging County bond funds with other revenues to accomplish projects. The Board will review the funding limit after the first three years of the program and revise the limit either higher or lower if the Board determines it is in the best interests of the County and the program to do so. Such revision shall be accomplished through an amendment to the Bond Implementation Plan Ordinance.

No funding limit has been established for the housing program.

4. The Neighborhood Reinvestment Program shall continue to be neighborhood or community driven, with projects originating with residents acting in concert to achieve community goals. Non-profit organizations, units of government, or licensed builders in the private sector may submit applications for housing project funding, but their applications shall be judged in part on the level of community support they have garnered.

Reinvestment Program staff will work closely on implementation with local jurisdictions, but all applications shall be submitted by the benefitting neighborhood directly and on its own behalf.

5. The Neighborhood Reinvestment Oversight Committee and the Pima County Housing Bond Advisory Committee will continue in place, to guide implementation of the neighborhood and housing components of reinvestment. These committees shall review all applications for reinvestment funding and make recommendations to the Board of Supervisors on funding. Projects will be evaluated by the committees, which will forward

recommendations to the Board of Supervisors. Staff and the Housing Bond Oversight Advisory Committee will review applications on an ongoing basis based on the availability of funds. The Board has final authority for approving grants.

6. The Board of Supervisors shall continue to appoint members of both committees. Because of the wider geographical scope of the neighborhood program, the composition of the Neighborhood Reinvestment Oversight Committee shall be two-thirds from residents of the urban core high stress areas and one-third from the suburban/rural stress areas.

Specific Project Description, Scope of Work, and Location by Project

2.9 Pima County Neighborhood Reinvestment Projects

Location: Stress Areas of Pima County

Scope: Funding for small scale capital improvement projects in neighborhoods throughout Pima County characterized by indicators of high stress (poverty and unemployment, substandard housing, high rate of crime, teenage pregnancies, et al.) for revitalization including, but not limited to demolition of abandoned and unsafe buildings; construction and/or conversion of structures to serve as neighborhood resource and community centers; construction of recreational facilities and park improvements; and construction of public safety improvements such as street lighting, curbing, paving, bus stop benches and shelters, and traffic mitigation improvements such as speed humps, traffic circles, and traffic control devices.

Benefits: This community-based approach allows neighborhood residents to take an active part in determining their own priorities and projects, while maintaining a close partnership with governmental staff and other community partners. Projects within stressed neighborhoods stabilize and add value to the local area while improving the quality of life and sense of place for the community. Residents can leverage small scale capital improvement projects under this program that make their neighborhoods safer for the youth, families, and elderly that live in these highest stressed communities. The projects produce visible capital improvements for the neighborhood and a sense of empowerment for those who reside in the neighborhood.

Costs: Various. Funding for each neighborhood is not to exceed \$500,000 per project; there will be a strong emphasis placed on the completion of small-scale capital improvements.

Bond Funding: \$20,000,000

Other Funding: Varies. Some projects will utilize other funding sources as a match or leverage via federal, state, or local government programs, or private sector resources. Projects that fuse Neighborhood Reinvestment funds to leverage other funds are encouraged.

Project Duration: The typical Neighborhood Reinvestment project takes anywhere from 12 months to 24 months to complete.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County will manage outreach efforts and the proposal process for each project, as well as the prompt execution of any necessary intergovernmental agreements. The local governing body charged with implementation will manage design, land acquisition, construction, and maintenance of the project.

Future Operating and Maintenance Costs: These projects typically result in minimal additional operating and maintenance costs. Where a Neighborhood Reinvestment project will increase the operating and maintenance costs of the jurisdiction containing the project, the jurisdiction shall consent to the project before funding is authorized.

2.10 Neighborhood Reinvestment Affordable Housing Programs

Location: Countywide

Scope: Provide funds to non-profit corporations, units of government, or licensed builders in the private sector for the development of affordable housing.

Benefits: Expand home ownership opportunities and provide access to affordable housing for low-income residents of Pima County. Encourage public-private partnerships for the development of affordable housing.

Bond Funding: \$10,000,000

Other Funding: Affordable housing projects will typically use several funding sources, some of which include the Home Investment Partnership Program (HOME), Community Development Block Grants (CDBG), the State of Arizona Department of Housing, foundations, private lenders, and owner equity. On average, bond funds are leveraged 10:1.

Project Duration: Projects will be selected through an application process. Staff and the Housing Bond Advisory Committee will review applications on an ongoing basis based on the availability of funds. Projects will be evaluated and recommendations will be made to the Board of Supervisors for final approval.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: A Pima County Project Manager will oversee the project and work closely with the applicant, developer and contractor.

Future Operating and Maintenance Costs: These projects typically will result in minimal future operating and maintenance costs for the participating local jurisdictions and typically will be costs for infrastructure improvements. Ongoing annual costs of the housing will be the responsibility of the owners.

d. Ina Road Tire Relocation

2.11 Ina Road Tire Facility Relocation

Location: Relocation of the existing facility located at Ina Road and the Santa Cruz River to a County-owned property at the north County boundary and the Santa Cruz River.

Scope: The scope encompasses the planning/design and construction of a new County waste tire facility in a new location away from residential and commercial properties.

Benefits: The Town's mission with regard to partnering with Pima County to relocate the Ina Road Waste Tire Facility is to act on behalf of the health, welfare, and safety of the constituents in the area. Although the Town and the County feel it is important to offer a tire waste facility within close proximity to its constituent users, the urbanization of the area has made the current

tire facility better suited for a more remote area of the County. This project will benefit users and residents. The facility is used by constituents of all municipalities and unincorporated Pima County.

Cost: \$1,500,000, with Planning/Design being \$120,000, Construction being \$1,200,000, Land Acquisition being \$100,000, and Relocation being \$80,000.

Bond Funding: \$1,500,000

Project Duration: Planning/Design at 12 to 18 months and Construction at 15 to 24 months.

Implementation Period: 2, 3, 4

Project Management: The project and relocated tire facility will be managed by Pima County Solid Waste Management. Intergovernmental agreements will be executed between the Town of Marana and Pima County regarding relocation.

Future Operating and Maintenance Impacts: None, as simply relocating the current facility will not increase operating and maintenance costs.

e. County-Owned Museums

2.12 Arizona Sonora Desert Museum - Auditorium

Location: Arizona Sonora Desert Museum, 2021 North Kinney Road, Tucson, Arizona

Scope: A new education complex is planned for the Desert Museum. Phase I has been funded with private donations. Phase II is planned to include a 200 or more seat auditorium that will be available for both Museum and public use, and Phase III to include offices and docent space.

Benefits: Adjacency of the Auditorium to the existing restaurant kitchen will assure use as a public conference and meeting facility. The Museum will raise the balance of funding needed for this project through private donations. This world renowned museum contributes to Pima County's standing as a tourist destination and offers prime museum opportunities for everyone in Pima County.

Cost: \$3,100,000, with Construction being \$2,883,000 and Planning/Design being \$217,000.

Bond Funding: \$1,000,000

Other Funding: \$2,100,000 matching funds provided by the Arizona Sonora Desert Museum

Project Duration: Planning at 8 to 12 months, Design at 15 to 24 months, and Construction at 11 to 18 months.

Implementation Period: 1, 2, 3

Project Management: The Arizona Sonora Desert Museum will manage design and construction, in review partnership with Pima County. The Museum will comply with all procurement requirements imposed upon Pima County by law.

Future Operating and Maintenance Costs: Funded by the Arizona Sonora Desert Museum.

2.13 Arizona Sonora Desert Museum - Gray Water

Location: Arizona Sonora Desert Museum, 2021 North Kinney Road, Tucson, Arizona

Scope: Development of an on-site wastewater treatment plant to process gray water. This will allow the use of recycled water for natural irrigation vegetation within the Museum.

Benefits: Installation of a gray water system will allow use of recycled water from existing County developed wastewater treatment wetlands. The effluent treatment system will greatly reduce the use of potable water, reducing groundwater demand.

Cost: \$200,000, with Planning/Design being \$22,000 and Construction being \$178,000.

Bond Funding: \$200,000

Other Funding: None identified at this time.

Project Duration: Planning at 8 to 10 months, Design at 6 to 8 months, and Construction at 7 to 10 months.

Implementation Period: 3, 4, 5

Project Management: The Arizona Sonora Desert Museum will manage design and construction, in cooperation with Pima County. The Museum will comply with all procurement requirements imposed upon Pima County by law.

Future Operating and Maintenance Costs: Funded by the Arizona Sonora Desert Museum.

2.14 Pima Air and Space Museum - Hangar #1 Center

Location: Pima Air and Space Museum, 6000 East Valencia Road, Tucson, Arizona 85706

Scope: Bond funds will be combined with Museum funds to expand Hanger 1, increasing the exhibit area by 19,000 square feet and providing special housing for rare vintage aircraft currently displayed outdoors; double the size of the existing visitor center/gift store; add 5,000 square feet of public meeting space, a changing exhibit gallery, outdoor lighting to expand public access to the museum, new exhibitory enhancement and development of commissary for onsite catering.

Benefits: Allow for greater ease in access/egress to the Museum and Gift Shop. Create a much larger display area for exhibits and displays including a "Women in Flight" Exhibit. Provide long-term preservation of rare and historical aircraft and Public Use Meeting Space with full-service capabilities.

Costs: \$2,000,000, with Construction at \$1,700,000 and Planning/Design at \$300,000.

Bond Funding: \$1,000,000

Other Funding: \$1,000,000 matching funds provided by the Pima Air and Space Museum.

Project Duration: Planning at 8 to 10 months, Design at 10 to 12 months, and Construction at 9 to 12 months.

Implementation Period: 1, 2, 3

Project Management: The Pima Air and Space Museum will manage design and construction, in cooperation with Pima County. The Museum will comply with all procurement requirements imposed upon Pima County by law.

Future Operating and Maintenance Costs: Funded by the Pima Air and Space Museum.

C. Question No. 3 - Public Safety and Justice Facilities

For the purpose of acquiring, developing, improving and equipping public safety and justice facilities in the County, including, without limitation, a new court complex, renovation of the County's Old Courthouse, jail security improvements, and a regional emergency radio communications system, and the acquisition and construction of real or personal property or interests or rights in property for such purpose and paying all expenses properly incidental thereto and to the issuance of such bonds, shall Pima County, Arizona be authorized to issue and sell general obligation bonds of the County in an aggregate principal amount not exceeding \$183,500,000?

Table 12

Projects in Question 3

<u>Project</u>	<u>Bond Allocation</u>
Regional Public Safety Communications System	\$ 92,000,000
New Justice Court/Municipal Court Complex	76,000,000
Rehabilitation of Old Courthouse	4,500,000
Corrections Jail Security Project	3,000,000
Interagency Victim Advocacy Center	6,000,000
Juvenile Court Build-Out	2,000,000
Total Question 3	\$183,500,000

1. Specific Project Description, Scope of Work, and Location

3.1 Pima County Regional Public Safety Communications Network

Location: Countywide

Scope: Design, procurement and deployment of a regional public safety voice and data communications network to serve twenty fire districts, eleven police agencies, and the Pima County Office of Emergency Management and Homeland Security. Collectively these entities are responsible for providing public safety and emergency management services to the Pima County populace, and most specifically to their individual jurisdictions. The list of agencies to be served by the regional public safety communications network is presented below:

Fire Departments

1. Ajo/Gibson Volunteer Fire
2. Arivaca Volunteer Fire
3. Avra Valley Fire District
4. Corona de Tucson Fire District
5. Drexel Heights Fire District
6. Elephant Head Volunteer Fire
7. Golder Ranch Fire District
8. Green Valley Fire District
9. Helmet Peak Fire District
10. Mt. Lemmon Fire District
11. Northwest Fire District
12. Pascua Pueblo Fire
13. Picture Rocks Fire District
14. Rincon Valley Fire District
15. South Tucson Fire
16. Three Points Fire District
17. Tohono O'odham Fire
18. Tucson Airport Authority Fire
19. Tucson Fire
20. Why Fire District

Police Agencies

1. Marana Police Department
2. Oro Valley Police Department
3. Pascua Yaqui Police Department
4. Pima College Department of Public Safety
5. Pima County Sheriff's Department
6. Sahuarita Police Department
7. South Tucson Police Department
8. Tohono O'odham Tribal Police
9. Tucson Airport Authority Police
10. Tucson Police Department
11. University Police Department
12. Pima County Office of Emergency Management & Homeland Security

General Scope/Description

1. Regional Public Safety Voice Communications Network

The new system will provide the most modern, state-of-the art and widespread on-street coverage for the majority of Pima County first responders and will be scalable so that additional users, features and capacity can be added to the system as needs and resources dictate.

This proposal will deploy a digital 800MHz trunked radio system operated throughout Pima County. This will allow Pima County to reuse frequencies already licensed to the County and other partners to serve more needs. Use of a trunked system with a simulcast subset will assure the most efficient use of resources.

Portable radio in-building coverage is desired in many areas of the County to facilitate the routine and tactical communications needs of fire and police first responders. The radio system will provide varying levels of in-building coverage as determined by the governance committees. Existing antenna sites will be reused where possible to minimize cultural and environmental impacts, and to minimize costs.

The system will provide interagency "interoperability" for participant agencies, which means first responders from different agencies can talk directly, in real-time to each other, to better coordinate emergency response actions.

The radio project will provide mobile and portable radios, and dispatch consoles for the participating jurisdictions as determined in a user needs assessment process.

2. Regional Communications and Homeland Security Emergency Operations Center

An approximately 60,000 square foot facility, proposed to be located at 3434 E. 22nd Street, in Tucson will be renovated and equipped. The Communications Center will co-locate 9-1-1, dispatch and emergency management operations of the Pima County Sheriff, Pima County Fire Districts, and the Pima County Office of Emergency Management & Homeland Security.

The City of Tucson will renovate and equip approximately 23,000 square feet of an existing facility located at 4004 S. Park Avenue to co-locate the dispatch functions of the Tucson Police Department and Tucson Fire Department.

The two buildings will each provide backup capabilities for the other to maintain an ability to provide uninterrupted 9-1-1 services for the City of Tucson and unincorporated Pima County.

9-1-1 Public Safety Answering Point (PSAP) equipment for both facilities will be upgraded or replaced to provide enhanced 9-1-1 services for the City of Tucson and unincorporated Pima County.

General Implementation Principles

A. Governance Structure - Bond investments will be guided by multi-jurisdiction police and fire management consultation and cooperation committees to maximize effectiveness and hence public safety. An Executive Management Committee, Sheriff serving as chair, shall be formed to manage all decisions related to Program implementation. The Executive Management Committee shall consist of the Sheriff, representatives from four participating law enforcement entities in the County, three participating fire agencies, and the Pima County Department of Emergency Management and Homeland Security. This nine-member Executive Management Committee will be responsible for implementation of the public safety communications program funded by bonds. The Executive Committee is responsible for involving the participating agencies in the planning and implementation process to assure that future user agency needs are considered in decisions regarding planning, design, implementation, and operations. The Executive Management Committee will make all recommendations for bond fund expenditures to the Board of Supervisors.

B. Minimum Planning and Performance Standards - Before bonds are sold for any purposes other than preliminary engineering and planning, the committee will develop a detailed report on: 1) system performance specifications that will provide assurances that the communications system will comply with all actual and pending national standards for such systems; 2) a detailed operation and maintenance plan that details how a single, unified, regional public safety communications system will be created and operated; and 3) all public safety agencies in Pima County, including tribal agencies, will execute intergovernmental agreements in which they commit to participate in the system as well as use communications equipment in a manner consistent with the technical specifications and management for a unified regional system, and to not operate any other communications systems that will deter from or otherwise impede the operation of the unified, regional system; and to not unilaterally withdraw from the unified, regional system without adequate written notice to all other parties to the agreement.

C. Bond Funding Limited - The \$92 million of bonds authorized is the minimum expenditure for the proposed regional public safety communications system. The participating public safety agencies will commit to an aggressive and continuing effort to obtain federal and state grants for this purpose. It is estimated that another \$13 million or more is needed to develop the minimum desired system.

D. Service Life - The systems purchased must have a physical service life of at least 20 years and will be compatible to the maximum extent practical with evolving technological innovations that can be reasonably foreseen.

E. Cooperation with State and Federal Agencies - State and federal agencies, as well as surrounding southern Arizona counties, will also be invited to participate in the User Committee in development of a regional system such that the system can easily accommodate federal and state investments for this purpose.

F. Homeland Security - Development of the public safety communications system will also cooperate to the maximum extent possible with the efforts of the Federal government to increase Homeland Security.

Component Cost Estimates:

The following cost components are presently estimated for the system.

<u>Component</u>	<u>Estimated Costs</u>
Regional Public Safety Voice Communications Network	
1. Consultant design, engineering and implementation support services	\$ 2,576,623
2. Voice Communications System	\$ 25,089,375
3. Subscriber Equipment (mobile and portable radios)	\$ 19,970,544
4. Microwave and IP Network	\$ 3,067,000
5. Antenna Site Development (towers, structures, shelters)	\$ 4,217,800
6. Internal Project Management Labor and Miscellaneous Expenses	\$ 1,742,750
7. Maintenance Shop Equipment & FF&E	\$ 664,800
8. Project Contingencies & Taxes	\$ 6,411,675
Radio System Total	\$ 63,740,567
Regional Emergency Communications and Operations Center	
1. General Contractor	\$ 15,143,600
2. Furnishings & Equipment	\$ 14,173,810
3. Land Acquisition	\$ 6,586,052
4. Building Permits & Plans Reviews	\$ 142,867
5. Internal Project Management Labor & Other Soft Costs	\$ 449,750
6. Architectural, Engineering & Other Professional Fees	\$ 2,587,848
7. Project Contingencies	\$ 1,735,435
RECOC Total	\$ 40,819,362

Bond Funding: \$92,000,000

Other Funding: \$13,000,000 - Federal and state funding should be available to cover this other funding from a variety of sources. The County started working with the Arizona and Pima County Congressional delegation in January 2004 on securing this additional funding, as well as initiating cooperative discussions with the Federal Department of Homeland Security. As of December 2009 the County has been awarded \$8,969,753 in federal grants to support the project.

Implementation Period: 1, 2, 3, 4, 5, 6. Funding will first be provided for necessary master system implementation study as identified in the Implementation Process section of this ordinance. This will allow a number of options to be examined for short-term financing to possibly purchase systems ahead of bond revenue cash flow.

Implementation Process:

Implementation of this program requires further detailed study and analysis. Prior to incurring major expenses, a master system implementation study will be conducted that provides: a) a radio system needs assessment, b) a technical study that identifies improvements necessary, c) a request for proposals to procure the system, hardware and equipment necessary to meet the performance parameters agreed upon, d) a strategy and detailed plan to obtain and develop additional funding to complete the improvements necessary that are not funded with bond funding, e) an assessment of vendors that are federally pre-qualified to provide wireless communication systems for public safety and homeland security, as well as an analysis of the cost-effectiveness of using pre-approved and authorized federal procurement processes to acquire the desired systems and equipment, and f) development of cost recovery formulas and charges to pay for system operating, maintenance and replacement costs. Results of this study will be used to plan the expenditures of bonds to meet the desired results of this bond program to develop and implement a regional public safety communications system that meets public safety agency requirements and those related to homeland security needs.

Benefits:

Pima County taxpayers fund twenty fire districts, eleven police agencies and the Pima County Office of Emergency Management and Homeland Security. Collectively these entities are responsible for providing public safety and emergency management services to the Pima County populace, and most specifically to their individual jurisdictions.

Their independently developed communications systems hinder interagency communications and compromise public safety. Systems deployed to meet the needs of individual jurisdictions are overlaid by even larger systems providing overlapping coverage within the same geographic area.

The cities or towns of Oro Valley, South Tucson, Tucson, Marana, Pima County, and some of the fire districts operate their own communications systems. Other smaller jurisdictions have made arrangements to share a neighboring system to meet their needs. These individual systems utilize proprietary equipment and operate in disparate frequency bands making effective interoperability very difficult.

Thirteen local and state agencies have cooperatively deployed a radio gateway that rebroadcasts transmissions from one system to others on dissimilar frequencies from a radio site in the Tucson Mountains. This provides limited coverage, only one channel on which to interoperate, and communications delays. Because of its limitations, this system has rarely been put into service. When a catastrophic event occurs, multiple channels and widespread coverage are required to coordinate public safety activities. Today this level of resource is not available.

Public safety first responders rely on many tools to provide quality policing and fire services. None is more important for their safety and efficiency than their ability to communicate on demand, in real time with a reliable communications system. The primary concern of public safety agencies is the safety and protection of the citizens of Pima County. When catastrophic events occur, first responders are challenged to perform lifesaving tasks and to minimize

property damage. The greater the crisis, the more public safety agencies need an efficient, coordinated response. To aid the public quickly and effectively by functioning as a team, these responders need realtime communications with each other. And because emergencies rarely respect geographical and political boundaries, public safety agencies of other communities also regularly respond. The terrorist attacks of September 11, 2001 serve to reinforce the need for interoperable, reliable communications for public safety workers.

In summary, it is the first time in history that there is a convergence of need at a time when technology is prepared to meet that need. A regional communications system will create an opportunity for agencies to work closely together for a common goal. It will provide effective interoperable voice communications to public safety workers so that they may provide improved services. It will eliminate duplication of effort and eliminate increased costs to taxpayers. It will provide all public safety workers with a communications network that will improve their safety and access to resources. It will dramatically improve the safety of all citizens in Pima County.

3.2 New Pima County Justice Court/City of Tucson Municipal Court Complex

Location: East side of Stone Avenue, between Council Street and Toole Avenue. Pima County owns the southeast corner of Council and Stone. The City of Tucson owns the northeast corner of Council and Stone. The southeast corner of Toole and Stone will be acquired.

Scope: Design, construct and co-locate a new Pima County Justice Court and City of Tucson Municipal Court. The Pima County Justice Court building will consist of 165,000 square feet and provide for a minimum of 16 courtrooms, as well as office space for departments supporting the courts such as the Constables and the County Public Defender and Legal Defender. The City of Tucson Municipal Court will consist of 172,000 square feet and provide for a minimum of 22 courtrooms, as well as office space for departments supporting the courts such as the City Prosecutor and City Public Defender. By co-locating the Justice Court and Municipal Court, Pima County and the City of Tucson can design, construct and operate shared spaces, functions and activities, such as central plant, mechanical and electric spaces; a building entrance lobby; security screening stations; jury assembly space; public restrooms; and cafeteria (if included). There are several options for co-locating the two courts, such as a shared building, or two adjoined buildings, etc. Final planning concept and building form will be determined during planning and design.

Construction of this project will also require design and construction of a parking garage, with upwards of 1,500 spaces. The parking garage will be designed and constructed in conjunction with the courts, but construction and operation of the garage will be funded through parking fee revenues.

Benefits: Pima County Justice Courts is now located in three separate facilities downtown: the Old Courthouse, the Legal Services Building, and leased facilities. The existing facilities are too small for current and projected volumes of work; being located in three facilities is very inefficient; public security is difficult to assure at the Old Courthouse; and the volume of activity is inappropriate for the Old Courthouse. This project will house the Consolidated Pima County Justice Court, which provides services to all residents in eastern Pima County and several law enforcement agencies.

The City Municipal Court Building was constructed approximately 40 years ago as a parking garage. It was converted in the early 1980's for court and office use. It is inadequate from the standpoint of space, design and age. The adjacent parking garage serving Municipal Court has been closed due to structural problems, reducing available parking for judges, staff and

potentially adversely impacting prisoner transport to court should the structure have to be torn down.

City Court and Justice Court are operating in structures that are inadequate due to the lack of space as well as design. The two facilities are located several blocks from each other. There is significant confusion by the public as to which court they need to report. The safety and convenience of the public will be better served by a facility in which both courts are co-located.

A new court facility will provide improved physical security for Justice Courts not possible in their current location. A new facility will also provide additional space to relieve court overcrowding and to consolidate Justice Court functions from three locations to one. There is the potential for cost savings by sharing of space or functions commonly used by each court.

Costs: \$91,000,000 (assumes inflation factor of 2.5 percent per year through the mid-year of construction; does not include cost of the parking garage)

	<u>Pima County Justice Court</u>	<u>Tucson Municipal Court</u>	<u>Shared Functions</u>
A/E and CM Costs	\$ 2,947,000	\$ 3,500,000	
Construction	\$28,400,000	\$35,000,000	\$2,620,000
Land Cost			\$3,000,000
FF&E	\$ 1,765,000	\$ 1,000,000	
Other Costs	\$ 942,000	\$ 1,428,000	\$ 948,000
Inflation	<u>\$ 4,230,000</u>	<u>\$ 4,800,000</u>	<u>\$ 420,000</u>
Subtotal	\$38,284,000	\$45,728,000	\$6,988,000
Total Cost	\$91,000,000		
Total A/E and CM		\$ 6,447,000	
Land		\$ 3,000,000	
Construction		\$66,020,000	
Other		\$ 6,083,000	
Inflation		\$ 9,450,000	

Bond Funding: \$76,000,000

Other Funding: \$15,000,000 - The Pima County Bond Advisory Committee reduced their recommendation for bond funding for the Tucson Municipal Court from \$45 million to \$41 million. The Committee assumed that the sale of the residual value of the City's current assets in the Municipal Court would yield \$4 million that could be invested into this project. Pima County and the City of Tucson will consult closely through planning and design of this facility. If additional funding cannot be realized, either the project will need to be re-scoped to fit available bond funding or completed in phases, as additional funding becomes available. These are issues that both jurisdictions will mutually decide.

Project Duration: Planning/Design at 24 to 36 months, Land Acquisition at 12 to 18 months, and Construction at 36 to 48 months.

Implementation Period: 1, 2, 3, 4, 5

Project Management: Pima County and the City of Tucson will execute an intergovernmental agreement to set forth the joint duties and responsibilities of each jurisdiction for finance, design, and construction of the Joint Justice Court/Municipal Court. Pursuant to this intergovernmental agreement, Pima County and the City will create a County/City Project management Team, consisting of the respective Court Administrators and each jurisdiction's Facilities Management Director. The Project Management Team will develop a request for proposals to select a third-party professional project manager for project development and implementation, including management of design and construction contracts for the court facilities and parking garage. Procurement of design and construction will be managed by Pima County and contracts will be awarded by the Board of Supervisors.

Future Operating and Maintenance Costs: Pima County and the City of Tucson will execute intergovernmental agreements setting forth joint duties and responsibilities for management of and proportionate shares of annual operating and maintenance costs and for management of the parking garage.

3.3 Rehabilitation of Old Courthouse

Location: Pima County Courthouse; 115 North Church, Tucson, Arizona 85701

Scope: Following relocation of Consolidated Justice Court to a new facility downtown, rehabilitate and remodel the historic Old Courthouse to correct building deficiencies and provide additional office space for the Pima County Assessor, Recorder, Treasurer and other departments.

Benefits: Space vacated by Justice Court is be remodeled to provide office space of County departments to relieve overcrowding and consolidate departmental operations. Currently the Assessor is located in four different locations downtown and the Recorder in two. In spite of this, many staff from all three departments still work in overcrowded conditions. This project will consolidate Assessor and Recorder functions, relieve overcrowded conditions and provide better access for the public. The offices of the Assessor, Recorder and Treasurer provide services for all residents of Pima County. Providing adequate functional working areas for these offices will promote operational efficiencies. The historic Old Courthouse has long been a symbol for the community. Rehabilitation will preserve that symbol.

Costs: \$4,500,000, with Planning/Design being \$475,000, Construction being \$4,007,000, and Other being \$18,000.

Bond Funding: \$4,500,000

Other Funding: None identified at this time

Project Duration: Planning at 9 to 11 months, Design at 17 to 19 months, and Construction at 15 to 18 months.

Implementation Period: 5, 6

Project Management: Pima County Facilities Management

Future Operating and Maintenance Costs: Rehabilitation and remodeling will not result in any additional operating and maintenance costs, but could allow for a decrease in costs of minor repairs.

3.4 Corrections Jail Security Project

Location: Pima County Jail, 1270 West Silverlake, Tucson, Arizona

Scope: The project will extend the security and useful life of existing jail facilities, primarily the 20-year old Main Jail Tower by reconditioning or upgrading in 3 interrelated categories:

Jail Security - Security upgrades and enhancements include cell door lock replacement and enhancement, installing feeding windows on the Main Jail third floor to expand high-security capacity, replacing Main Jail sliding security doors, purchasing security screening technology to combat contraband and renovating existing internal space;

Risk Management - Replacing the antiquated Main Jail elevator system;

Environmental - Installation of evaporative cooling and smoke-evacuation systems, heating systems, and restoration of Main Jail housing units that have been in constant use since 1984.

Benefits: The Main Jail has been in constant use, 24-hours per day and 7-days per week, since 1984, approximately two decades. Designed to house 468 inmates, the facility presently houses in excess of 800 inmates. Many of the systems have reached their useful life, jeopardizing safety and functioning of the facility. Replacement of the facility is not an option and the improvements in this project will enhance facility safety and extend its useful life.

Costs: \$3,900,000

Bond Funding: \$3,000,000

Other Funding: \$900,000 (CJEF/RICO funds) It is likely that some of the improvements contemplated in this project will exceed the designated bond funding. Those improvements most important to security will have the highest priority for funding. The Sheriff's Department and Pima County will seek additional funding through sources such as Criminal Justice Enhancement Funding.

Project Duration: Planning and Design of improvements will typically take between 12 and 18 months, while delivery and installation can vary from as little as 3 months to as much as 12 months.

Implementation Period: 1,2,3

Project Management: Pima County Sheriff's Department/Facilities Management Department.

Future Operating and Maintenance Costs: These improvements should not increase annual operating and maintenance costs of operating the Main Jail, and if they do, the impact should be minimal. Many of the improvements could actually help to lower operations costs by enhancing performance of the systems.

3.5 Interagency Victim Advocacy Center

Location: On approximately 3 acres on Ajo Way, east of Pima County Juvenile Court Center.

Scope: Construct an Interagency Advocacy Center on County-owned property. The center will be built in phases with Phase One specializing in services focused on children. This facility will house various agencies and community partners responsible for victim response, investigation, and litigation, including human service providers, victim advocates, medical personnel, law enforcement and prosecuting attorneys. The concept for the Center has been developed by the Pima County InterAgency Council (IAC), a collaboration of over 20 local victims' service providers founded in 1998. The Center will be open 7 days per week and 24 hours per day.

The Council completed a master plan for the full facility, which envisions a multi-level building of approximately 113,000 square feet. Because of funding constraints, the Center will be constructed in phases. Phase One will construct the "core facility" of approximately 21,000 square feet specializing in services for children, at an estimated total cost of \$6 million. The 3-acre parcel of land is necessary to construct Phase One with some potential for expansion. However, more adjacent land will be necessary to complete a full buildout to 113,000 square feet. Phase One is the project to be addressed by this 2004 Pima County bond project. Phase One is intended to provide space for staff of 51 people, from the Sheriff's Department, Pima County Attorney's Office, Victim Witness, Tucson Police Department, Child Protective Services, and several social service agencies.

As additional funding is secured, the remainder of the Center will be constructed.

Benefits: This facility will be a victim-friendly building specifically designed to minimize trauma and foster rapid and integrated multi-disciplinary responses. The proposed advocacy services center will co-locate the community partners responsible for response, investigation and litigation in a victim-friendly setting that is both physically and psychologically safe for clients and their families. This approach will reduce further trauma and improve victim treatment. Case processing will be streamlined which will increase efficiency and decrease costs. Coordinated multi-disciplinary responses will improve effectiveness, maximize limited human resources and decrease the average duration of investigations. Finally, more perpetrators will be held accountable as prosecution and conviction rates increase, thereby increasing public safety. The facility will house multiple agencies, including Pima County, the City of Tucson, the State of Arizona, and various community victim services agencies.

Costs: \$6,000,000

Bond Funding: \$6,000,000

Other Funding: \$0

Project Duration: Planning and Design at 24 to 36 months and Construction at 24 to 36 months.

Implementation Period: 1, 2, 3, 4, 5

Project Management: Pima County Facilities Management will manage design and construction, with close coordination with the Pima County Interagency Council.

Future Operating and Maintenance Costs: Building costs at approximately \$120,000 per year, excluding staffing costs.

3.6 Juvenile Court Build-Out

Location: Pima County Juvenile Court Center, 2525 East Ajo Way, Tucson, Arizona

Scope: This project completes the build-out of the Juvenile Court Center. The project involves construction of new courtrooms, chambers and offices in existing “shell space”, remodeling the old court building as a training center, central plant improvements to add cooling capacity by adding a third chiller and automate the central plant.

Benefits: In order to accommodate increases in caseload at the court center, building of additional courtrooms, chambers and offices in vacant “shell” space is required. This vacant space was master planned for growth when the court center was built. Remodeling of the old court building will provide a center for court and other training purposes. Addition of a third chiller will add cooling capacity for the build-out and increase redundancy to the system in the event one chiller goes down. The central plant is currently manned on a continuous basis. Experienced plant operators are becoming more difficult to recruit and retain. Replacement of the plant control system and other work will allow Pima County to operate the plant from a remote location. This will save approximately \$160,000 per year in personnel costs. The Pima County Juvenile Court Center provides services to all residents of Pima County.

Costs: \$2,000,000

Bond Funding: \$2,000,000

Other Funding: None identified at this time

Project Duration: Planning and Design at 12 to 18 months and Construction at 24 to 36 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Facilities Management

Future Operating and Maintenance Costs: Minimal, as build-out of existing space, excluding court operating costs.

D. Question No. 4 - Parks and Recreational Facilities

For the purpose of acquiring, developing, expanding, improving and equipping new and existing parks and recreational facilities in the County, including, without limitation, athletic fields, community centers, libraries, historic and cultural facilities and trails, and the acquisition or construction of real or personal property or interests or rights in property for such purpose and paying all expenses properly incidental thereto and to the issuance of such bonds, shall Pima County, Arizona be authorized to issue and sell general obligation bonds of the County in an aggregate principal amount not exceeding \$96,450,000?

Table 13

<u>Projects in Question 4</u>	
<u>Project</u>	<u>Bond Allocation</u>
Cultural/Historic Resources Bond Program	
Empirita Ranch Buildings Rehabilitation	\$ 400,000
Canoa Ranch Buildings Rehabilitation	2,700,000
Anza National Historic Trail	3,750,000
Fort Lowell Acquisition and San Pedro Chapel	3,000,000
Helvetia Townsite Acquisition	2,926
Steam Pump Ranch Rehabilitation	4,997,807
Binghampton Historic Buildings Rehabilitation	960,000
Marana Mound Community Site	50,000
Dakota Wash Site Acquisition	600,000
Coyote Mountains Sites Acquisition	800,000
Honey Bee Village Acquisition	1,650,000
Performing Arts Center Rehabilitation	682,000
Tumamoc Hill Acquisition	1,337,074
Los Morteros Preservation	250,000
Pantano Townsite Preservation	50,000
Ajo Curley School Historic Art Institute	500,000
Dunbar School	1,218,000
Total Cultural/Historic Resources Bond Program	\$22,947,807
Parks/Recreation Bond Program	
Pima County Parks	
Flowing Wells Community Center	\$ 3,500,000
Southeast Regional Park/Shooting Range	3,500,000
Lighting of Existing Fields and New Sports Fields	3,600,000
Curtis Park - Flowing Wells East	2,650,000
Catalina Community Park	1,000,000
Dan Felix Memorial Park	573,000
Brandi Fenton Memorial Riverbend Park	4,000,000
Mehl-Foothills Park	2,000,000
Rillito Race Track	2,427,000

<u>Project</u>	<u>Bond Allocation</u>
Kino Public Sports Field Lighting	650,000
Feliz Paseos Universal Access Park	1,000,000
Picture Rocks Pool	2,000,000
Subtotal Pima County Parks	\$26,900,000
City of Tucson Parks	
Eastside Sports Complex and Senior Center Site	\$ 6,000,000
Northside Community Center	5,500,000
Southeast Community Park	6,000,000
Houghton Greenway	1,400,000
Julian Wash Linear Park	3,700,000
Arroyo Chico	1,000,000
Atturbury Wash Sanctuary Land Acquisition and Expansion	1,200,000
Pantano River Park	3,500,000
Rio Vista Natural Resource Park	1,500,000
Subtotal City of Tucson Parks	\$29,800,000
Other Jurisdiction Parks	
Town of Marana Parks	
Cultural and Heritage Site	\$ 1,000,000
Tortolita Trail System	1,200,000
Town of Sahuarita Parks	
Anamax Park Multi-Use Ballfield	\$ 500,000
Bicycle Lane on Sahuarita Road	1,500,000
Town of Oro Valley Parks	
Naranja Town Site Park	\$ 2,193
Subtotal Other Jurisdiction Parks	\$ 4,202,193
Total Parks/Recreation Bond Program	\$60,902,193
Libraries Bond Program	
Marana Continental Ranch New Library	\$ 4,500,000
Oro Valley Library Expansion	1,100,000
Wilmot Branch Library	7,000,000
Total Libraries Bond Program	\$12,600,000
Total Question 4	\$96,450,000

1. Specific Project Description, Scope of Work, and Location

a. Cultural/Historic Resources Bond Program

4.1 Empirita Ranch Buildings Rehabilitation

Location: Unincorporated Pima County, Cienega Creek Natural Preserve, Cienega Valley

Scope: Rehabilitate the original ranch building at the historic Empirita Ranch for a caretaker house, and stabilize other buildings.

Benefits: In 1997, Bond CH-26 was approved as Phase 1 of the rehabilitation of the historic buildings at the old Empirita Ranch, owned by Pima County, that is located on 366 acres in the Cienega Creek Natural Preserve. Bond funds have been used to record archaeological and historical resources on the property, conduct in-depth archival research on ranch history, prepare a nomination to the National Register of Historic Places, and prepare building condition assessments for three historic ranch buildings in order to plan for their future rehabilitation and adaptive use. These include: the de Villa Homestead, the original residence on the ranch built in the late 1800s; the Siemund/Ohrel house, a mid-1950s Contemporary style ranch house; and, the 1940s Maid's Quarters, a part of the Siemund/Ohrel compound. Currently, the buildings are deteriorating and in need of stabilization and rehabilitation for contemporary use. Without intervention in the near future, these buildings may be lost. Bond funds are needed to stabilize the Siemund/Ohrel house and Maid's Quarters, and to restore the de Villa Homestead. This rehabilitation project will facilitate use of the Empirita Ranch property providing all County residents and visitors with recreation and heritage education opportunities.

Costs: \$400,000, with Planning/Design being \$90,000, Construction being \$300,000, and Other being \$10,000.

Bond Funding: \$400,000

Other Funding: None identified at this time.

Project Duration: Planning at 5 to 7 months, Design at 13 to 18 months, and Construction at 12 to 20 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office/Pima County Facilities Management/Pima County Natural Resources, Parks and Recreation.

Future Operating and Maintenance Costs: \$160,519 for the first year and \$127,419 per year thereafter.

4.2 Canoa Ranch Buildings Rehabilitation

Location: South of Green Valley and east of Interstate-19, in unincorporated Pima County.

Scope: Adaptive use planning and rehabilitation of the main residences within the historic Canoa Ranch, owned by Pima County.

Benefits: Canoa Ranch is a place exceptionally rich in the heritage of Pima County. Due to the presence of a seep or spring, there is evidence of 2,000 years of occupation from the early

Archaic and Hohokam periods to the historic Piman, Spanish Colonial, Mexican, and American Territorial periods. The name La Canoa dates to 1775, and refers to a log trough. Today we know it by its land grant designation - San Ignacio de la Canoa. The ranch today includes 12 buildings (20,000 square feet) in two compounds of homes, workshops, stables, corrals, outbuildings, and walls, constructed of adobe that merge Sonoran and Southwestern ranch styles. In 1997, voters approved Bond CH-29 for Canoa Ranch. These funds have been used to stabilize and brace buildings, repair roofs, limit weathering, conduct archival research, prepare flood analyses and concepts for flood walls, and nominate Canoa to the National Register of Historic Places. Work is now underway to design flood walls, prepare building condition assessment reports, and prepare construction documents for two buildings for a caretaker and office. Flood wall construction must be completed as soon as possible. The residential adobe buildings have suffered significantly from years of neglect and are badly deteriorated. Rehabilitation and adaptive use of the Canoa Ranch complex can restore this ranch to a unique showplace to celebrate our diverse heritage, traditions, and rural landscape to be enjoyed by all Pima County residents and visitors for many more generations.

Costs: \$2,700,000, with Planning/Design being \$517,000, Construction being \$2,157,000, and Other being \$26,000.

Bond Funding: \$2,700,000

Other Funding: None identified at this time

Project Duration: Planning at 9 to 12 months, Design at 15 to 20 months, and Construction at 15 to 30 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office/Pima County Facilities Management/Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$190,419 for the first year, and \$128,719 per year thereafter.

4.3 Juan Bautista de Anza National Historic Trail

Location: Segments along approximately 70 miles on the west bank of the Santa Cruz River, including segments inside the Towns of Marana and Sahuarita, the City of Tucson, and unincorporated Pima County.

Scope: This project will acquire land for the trail, construct new segments of the trail, provide additional access to the trail, and commemorate three Anza Expedition campsite locations; Llano Grande in Sahuarita, Tuquison in Tucson, and Oit Pars near Marana. Trail segments and trail access nodes will be designed and constructed. Campsite commemoration will include acquisition at Llano Grande, dedication of City of Tucson land at Tuquison, and dedication of Pima County land at Oit Pars. Public Interpretation of the Anza Expedition will be achieved at the campsites through educational signage and other aids. This project will continue the work started with a 1997 bond project, CH-30, that began the planning, acquisition, improvement, and public education process for the Juan Bautista de Anza National Historic Trail.

Benefits: The acquisition and interpretation of trail segments and locations to commemorate the 1775 Anza Expedition is part of the County-approved Master Plan for the Anza Trail. This project will provide trail users the experience of trail segments and campsites designed and

constructed to convey historic authenticity. Acquisition of a parcel near Sahuarita and dedication of the Tucson and County parcels are critical to ensure that these campsites and trail segments are commemorated and the land is not put to other uses. This project will provide residents of Pima County and visitors with additional access and use of trail segments along the Santa Cruz River Valley, while enhancing heritage education and recreation opportunities for the public. Specific portions of these bond funds have been earmarked for residents in Marana and Sahuarita.

Costs: \$3,750,000, with Planning/Design being \$398,000, Construction being \$2,750,000, Land acquisition being \$570,000, and Other being \$32,000.

Bond Funding: \$3,750,000

Other Funding: None identified at this time.

Project Duration: Planning at 18 to 24 months, Design at 15 to 25 months, Land acquisition at 5 to 12 months, and Construction at 15 to 30 months.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County Cultural Resources and Historic Preservation Office and Pima County Natural Resources, Parks and Recreation through intergovernmental agreements with the Towns of Marana and Sahuarita.

Future Operating and Maintenance Costs: \$314,124 per year.

4.4 Fort Lowell Acquisition and San Pedro Chapel

Location: City of Tucson, North Craycroft Road and East Fort Lowell Road

Scope: Purchase 5.2 acres on five parcels containing the historic Fort Lowell Officers' Quarters, stabilization and assistance with San Pedro Chapel complex rehabilitation.

Benefits: Fort Lowell was a supply base for the United States Army "Apache Campaigns" between 1873 and 1891. The garrison's primary roles were to escort wagon trains, protect settlers, guard supplies, patrol the border and conduct military actions against the Western and Chiricahua Apache. Following the abandonment of the fort in 1891, settlers moved in and the fort became known as "El Fuerte." The first San Pedro Chapel was built before 1920, but was later destroyed in a windstorm. The current San Pedro Chapel, built in 1932, is now in need of rehabilitation to allow community use. Much of Fort Lowell is now a City of Tucson park. Adjacent to the park, however, are other historic buildings, including Officers' Quarters, the San Pedro Chapel, its adobe house, and others. The Adkins-Steel property has on it several of the Officers' Quarters, some of which are intact and still in use, but in dire need of stabilization and rehabilitation. Acquisition of the Adkins-Steel property will bring into public ownership significant historic buildings of the old Fort Lowell for restoration and inclusion in the City Park. In addition, the rehabilitation of San Pedro Chapel and its adobe house will ensure its preservation and adaptive use. Both efforts will be enduring investments in Pima County's history and culture that will benefit all residents of Pima County and visitors.

Costs: \$3,000,000, with Planning/Design being \$160,000, Construction being \$500,000, Land acquisition being \$2,318,000, and Other being \$22,000.

Bond Funding: \$3,000,000

Other Funding: None identified at this time

Project Duration: Planning at 11 to 18 months, Design at 13 to 18 months, Construction at 9 to 18 months, and Land acquisition at 13 to 20 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office and Pima County Natural Resources, Parks and Recreation through an intergovernmental agreement with the City of Tucson.

Future Operating and Maintenance Costs: None

4.5 Helvetia Townsite Acquisition

Location: Unincorporated Pima County, north side of the Santa Rita Mountains

Scope: Purchase of 23.4 acres on two parcels of private land containing the remains of the historic Helvetia Townsite, now a ghost town.

Benefits: Helvetia, located in the copper rich Santa Rita Mountains, was a mining community formed during the 1880s and 1890s after several large copper mining claims were developed. Mining continued until 1911 when low copper prices lead to a shut down, although sporadic mining continued through both the First and Second World Wars. Mining was permanently halted in 1949. At its peak in the late 19th Century, the community contained approximately 300 people, and the town was comprised of an assortment of saloons and stores, a school, and a stage line. Today, all that remains of this once successful frontier era mining town are ruined adobe buildings and a cemetery marking where the town had been. This property is potentially developable and thus the Helvetia Townsite may be threatened in the future by development or lot splitting. Acquisition of this important cultural resource will ensure its protection and enable its use by all Pima County residents and visitors for recreational uses and future research, education, public interpretation, and heritage tourism. This project was retired and the Bond Funding reallocated to project 4.13 Tumamoc Hill Acquisition.

Costs: \$2,926

Bond Funding: \$2,926

Other Funding: None identified at this time

Project Duration: Planning at 1 to 3 months and Land acquisition at 15 to 18 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office/Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: None

4.6 Steam Pump Ranch Rehabilitation

Location: West of Oracle Road in Oro Valley, near Cañada del Oro Wash, in the Town of Oro Valley.

Scope: Acquire acreage and rehabilitate the historic Canada del Oro Steam Pump Ranch - the founding site of the Oro Valley community.

Benefits: George Pusch and John Zellweger arrived in Tucson in 1874. Shortly thereafter they purchased part of the old Cañada del Oro Ranch. They registered the PZ brand and put in a steam pump from which the ranch got its name. Gradually, the ranch expanded to include land along the San Pedro River between Mammoth and Winkleman. Steam Pump Ranch located on the road to Camp Grant, now Oracle Road, was a stopover place for travelers in the 19th Century between the San Pedro and Santa Cruz valleys. Author Harold Bell Wright was a frequent visitor. The 1874 ranch house is well preserved but now threatened. This is a unique historic property in Oro Valley, and it has been well-documented through contemporary accounts and photographs as well as oral histories. The property is currently in private ownership and rezoning for commercial development has been proposed to Oro Valley. If the ranch is conveyed to the Town of Oro Valley, the Bond project will rehabilitate this historic ranch house for modern use. Preserving and restoring this property will provide Oro Valley with its “foundation site,” and enable public access to experience this important historic place from Oro Valley’s frontier era past.

Costs: \$4,997,807

Bond Funding: \$4,997,807 (additional funding reallocated from Naranja Town Site Park 4.43)

Other Funding: None identified at this time

Project Duration: Planning at 11 to 15 months, Design at 15 to 25 months, Construction at 12 to 24 months, and Land acquisition at 12 to 18 months.

Implementation Period: 1, 2, 3

Project Management: The Town of Oro Valley will negotiate with the property owner and acquire the property with County bond funds, pursuant to an intergovernmental agreement between Pima County and the Town.

Future Operating and Maintenance Costs: Undetermined at this time.

4.7 Binghampton Historic Buildings Rehabilitation

Location: Binghampton area along the north bank of the Rillito River, where Finger Rock Wash joins the Rillito in the vicinity of the junction of River Road and Dodge Boulevard.

Scope: Rehabilitate buildings within the historic Binghampton National Register District. This project will be planned, designed, and constructed in conjunction with the Brandi Fenton Memorial Riverbend Park (Question 4, Project 4.24)

Benefits: Binghampton was a pioneer Mormon community established on a portion of the Davidson Ranch, around 1898 by Nephi Bingham, for whom the settlement was named. The original streets, houses, and fields were laid out in the officially prescribed Mormon system, and this grid remains the underlying structure of the present-day rural landscape. A sophisticated

irrigation system along the Rillito River was the basis of Mormon agriculture at Binghamton. Over the decades, many now historic buildings were constructed in the riverbend area, some of which still stand and are proposed for rehabilitation and adaptive use, within the proposed Brandi Fenton Riverbend Park at Binghamton. This project will rehabilitate important historic buildings, situated within a unique rural landscape, and will allow adaptive use and public utilization of these buildings to maintain an authentic historic and cultural setting in a future County park site.

Costs: \$800,000, with Planning/Design being \$107,000, Construction being \$673,000, and Other being \$20,000.

Bond Funding: \$960,000

Other Funding: None identified at this time

Project Duration: Planning at 3 to 6 months, Design at 13 to 18 months, and Construction at 13 to 24 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office/Pima County Natural Resources, Parks and Recreation.

Future Operating and Maintenance Costs: \$81,260 for the first year, and \$55,260 per year thereafter.

4.8 Marana Mound Community Site

Location: The portion of the Marana Mound Community located largely west of the CAP Canal and east of Interstate 10.

Scope: Purchase of prehistoric archaeological sites, most notably the Marana Platform Mound site that is the major site within the Marana Mound community, all of which is threatened by development.

Benefits: This project will preserve and protect extremely significant Hohokam archaeological sites from impending development. The Marana Mound Community consists of several large Hohokam village sites dating from AD 1150 to 1300, a late period of Hohokam occupation and land use, that covers more than 50 square miles. This community represents the height of population and organizational complexity in the area. Sites in the Marana Mound Community have a wide functional range: a platform mound ceremonial and residential center, walled adobe residential compounds, hillside terrace sites, and a variety of agricultural fields and features that include extensive rock pile fields used for agave production and a six mile long canal from Los Morteros. This acquisition is focused on the platform mound ceremonial center, which is located primarily on State Trust lands and partly on private lands in an area of rapid urban growth. The State lands are designated for commercial development. This project will benefit all residents of Pima County and visitors.

Costs: \$50,000

Bond Funding: \$50,000

Other Funding: None identified at this time

Project Duration: Planning at 12 to 18 months and Land acquisition at 27 to 36 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office and Pima County Natural Resources, Parks and Recreation through an intergovernmental agreement with the Town of Marana.

Future Operating and Maintenance Costs: None

4.9 Dakota Wash Site Acquisition

Location: Unincorporated Pima County, near the confluence of Dakota Wash and the West Branch of the Santa Cruz River, between Drexel and Irvington Roads.

Scope: Purchase the remaining portion of the Dakota Wash Site located on a single 24-acre parcel of private land, near the west branch of the Santa Cruz River.

Benefits: The Dakota Wash Site represents an important aspect of prehistoric human occupation in the Santa Cruz River Valley. Archaeologists have evidence that a ceremonial Hohokam ballcourt, hundreds of residential pithouses, many human burials, and untold numbers of other prehistoric features are intact on the subject parcel. Site occupation occurred mainly during two periods, from about AD 700-950, and then again from about AD 1150-1300. The Dakota Wash site is also considered an important traditional cultural place by the Tohono O'odham and other Indian tribes. The parcel is presently undeveloped, but zoned for single-family housing, an imminent threat to the site's existence. It is the only remaining intact portion of the Hohokam West Branch Community, an extensive area of occupation that is now largely destroyed by development. Acquisition will protect the site from likely development and preserve it for future generations. Future opportunities for public benefit of all Pima County residents and visitors include heritage education, and preservation of an important Tohono O'odham ancestral site.

Cost: \$750,000, with Planning being \$7,000, Construction being \$699,000, Land acquisition being \$22,000, and Other being \$22,000.

Bond Funding: \$600,000

Other Funding: None identified at this time

Project Duration: Planning at 12 to 18 months and Land acquisition at 13 to 24 months.

Implementation Period: 3, 4, 5

Project Management: Pima County Cultural Resources and Historic Preservation Office/Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: None

4.10 Coyote Mountains Sites Acquisition

Location: Altar Valley, 40 miles west of Tucson, south of the Coyote Mountains Wilderness Area.

Scope: Purchase approximately 800 acres of private land associated within Hay Hook Ranch, to protect a large Hohokam village complex from development.

Benefits: The Coyote Mountain property contains multiple archaeological sites representing prehistoric occupation of the Altar Valley during the Hohokam Sedentary (AD 1100-1150) and late Classic periods (AD 1150-1450). During Classic times, the Hohokam community in the Coyote Mountains grew in organizational and social complexity, and a number of large habitation sites with compound walls and platform mounds were established. One of these centers, the Hay Hook Ranch site, is located on this parcel of private land. Three other village sites and part of a fourth are also included. Farmsteads, fields, and farming related activity areas are also in the vicinity. Together, these sites represent an ancestral site complex of the Tohono O'odham, and reflect an intact cultural landscape of Classic Hohokam settlement patterns, land use, and social organization in the Altar Valley. This property is currently being offered for sale as developable land that could be subdivided. If split and developed, these archaeological sites would be lost. Purchase of Hay Hook Ranch will ensure that the cultural and ancestral landscape of this prehistoric community in the Altar Valley are protected, providing cultural, scientific, and educational benefits to all citizens of Pima County and visitors.

Cost: \$800,000, with Planning being \$7,000, Land acquisition being \$771,000, and Other being \$22,000.

Bond Funding: \$800,000

Other Funding: \$609,786 (\$256,797 General Fund and \$352,989 Section 6 Fish & Wildlife Grant)

Project Duration: Planning at 12 to 18 months and Land acquisition at 13 to 24 months.

Implementation Period: 3, 4, 5

Project Management: Pima County Cultural Resources and Historic Preservation Office/Pima County Natural Resources, Parks and Recreation.

Future Operating and Maintenance Costs: None

4.11 Honey Bee Village Site Acquisition

Location: Town of Oro Valley, along Honeybee Creek east of North Vistoso Boulevard.

Scope: Purchase sufficient acreage to protect the critical areas of the Honeybee Village site that are threatened by planned residential development.

Benefits: Honeybee Village is a large prehistoric village located along the drainage of the same name in the Cañada del Oro Valley. It is one of a small set of settlements in the region that were settled near the start of the Hohokam Cultural sequence (around AD 450-600) that were continuously occupied up to the thirteenth century. The settlement has a cluster of 19 large mounds that surround a possible plaza, and it has a small ballcourt and a walled enclosure that may have enclosed rooms or a special use space near the end of its occupation. It is estimated that 500 to 800 pit structures are present on the site along with many other cultural features. It is the only such large village site left largely intact within the Town of Oro Valley. Acquisition of the Honeybee Village site will protect critical portions of the site from destruction resulting from planned residential development and preserve these areas for future

generations. Future public benefit for all citizens of Pima County and visitors includes heritage education and scientific research.

Cost: \$1,650,000

Bond Funding: \$1,650,000

Other Funding: None identified at this time

Project Duration: Planning at 1 to 6 months and Land acquisition at 16 to 30 months.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: The Town of Oro Valley will negotiate with the property owner and acquire the property with County bond funds, pursuant to an intergovernmental agreement between Pima County and the Town.

Future Operating and Maintenance Costs: Undetermined at this time.

4.12 Performing Arts Center Rehabilitation

Location: The Tucson Performing Arts Center is located at 408 South 6th Avenue in Armory Park neighborhood just south of downtown Tucson.

Scope: Structural and other repairs to this 1921 historic building that was converted from the All Saints Church to the Tucson Performing Arts Center as determined by available funding.

Benefits: Sanborn maps from 1901 provide the earliest record of a cruciform building on the site where the Tucson Performing Arts Center is located today. Between 1901 and 1917 it was used as a church and academic hall until it was destroyed by fire. In 1921, the church was rebuilt as "All Saints Church" in an eclectic mix of Mission and Victorian elements that included brick masonry construction, a central tower, Romanesque arches, rose window, and diamond slate roof. In 1948 and 1949, the church was extensively remodeled to a Spanish Colonial facade. It was used as a church until 1988. The Tucson Local Development Corporation purchased the building in 1988 for the City of Tucson, and it was converted into the Tucson Performing Arts Center. It was used until recently by the Arizona Theatre Company and other theatre groups until the building was found to have serious structural problems with its rock rubble foundation. Architectural assessments concluded that important life/safety, code, and long-term repairs are needed, and construction documents have been prepared. The proposed bond funds to repair the critical building deficiencies would make this historic building a viable part of the Armory Park neighborhood, and provide a suitable venue in an historic neighborhood for emerging theatre groups and performing artists.

Cost: \$682,000, with Planning/Design being \$125,000, Construction being \$541,000, and Other being \$16,000.

Bond Funding: \$682,000

Other Funding: None identified at this time. City of Tucson Facilities Management staff estimates the necessary structural repairs will cost between \$2 million and \$3 million. No commitments are made relative to this Bond Implementation Plan to seek such additional funding.

Project Duration: Planning at 8 to 12 months, Design at 13 to 24 months, and Construction at 15 to 36 months.

Implementation Period: 1, 2, 3, 4

Project Management: The City of Tucson through an intergovernmental agreement with the Pima County Cultural Resources and Historic Preservation Office.

Future Operating and Maintenance Costs: None

4.13 Tumamoc Hill Acquisition

Location: West slope of Tumamoc Hill in the vicinity of “A” Mountain.

Scope: Tumamoc Hill and the Desert Laboratory have unique and significant value as open space that is critically important to the citizens of Pima County. The 320 acres on the west slope of Tumamoc Hill has been an integral part of the 869-acre Tumamoc Hill Preserve, which has been in continuous use as an ecological research facility since 1903. This site is currently owned by the Arizona State Land Department and may be endangered by future sale and inappropriate development. Acquisition and preservation of this parcel and other County-owned cultural resource properties through boundary demarcation, preservation planning, fencing and other protection measures, and interpretation are planned.

Benefits: Preservation of this important landmark and other County-owned cultural resources as undisturbed natural open space, to retain these sites as focal points in the community, and to preserve their natural and cultural values for future public benefit.

Cost: \$1,337,074

Bond Funding: \$1,337,074

Other Funding: None identified at this time

Project Duration: Planning at 11 to 15 months, Design at 12 to 24 months, and Construction at 6 to 15 months.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County Cultural Resources and Historic Preservation Office/Facilities Management, and Natural Resources, Parks and Recreation.

Future Operating and Maintenance Costs: University of Arizona

4.14 Los Morteros Preservation

Location: In Marana, on the west side of the Santa Cruz River near Point of the Mountain, between Silverbell and Coachline Roads.

Scope: Development of public access, preservation planning, and interpretation for the County-owned prehistoric and historic cultural resources at Los Morteros.

Benefits: Los Morteros is a significant place of many different human occupations and uses which provide a unique opportunity to interpret the different cultural traditions that shaped our

region. It is the location of a major Hohokam village occupied between AD 850 and 1300 that contains a ballcourt, pithouses, adobe-walled compounds, human burials, and numerous features and artifacts. It is the location of the Anza expedition Llano del Azotado campsite of October 27, 1775. In addition, the Ruelas and Maish historic homesteads, and the 19th Century Butterfield stage station at Point of the Mountain are also situated at Los Morteros. Nearby was a historic early 20th Century Yaqui settlement. Bond funds (CA-32) from 1997 have been used to acquire the core of this site, and adjacent parcels are in negotiation for inclusion. This project will preserve these cultural assets and make Los Morteros accessible to all residents of Pima County and visitors. Access and interpretation will provide the public with an excellent heritage education opportunity. There are few remaining places that offer the opportunity to interpret these cultural values at one location. Los Morteros is one of those rare places.

Cost: \$250,000, with Planning/Design being \$21,000, Construction being \$224,500, and Other being \$4,500.

Bond Funding: \$250,000

Other Funding: None identified at this time

Project Duration: Planning at 11 to 15 months, Design at 11 to 15 months, and Construction at 9 to 18 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office/Pima County Natural Resources, Parks and Recreation Department.

Future Operating and Maintenance Costs: Minimal costs; Pima County.

4.15 Pantano Townsite Preservation

Location: Unincorporated Pima County, Cienega Valley, north bank of the Cienega Creek.

Scope: Inventory and map the historic features, prepare a preservation plan, and place interpretive signage for the Pantano Townsite for public education.

Benefits: In 1997, voters approved the bond project (CA-34) to acquire the Pantano Townsite, which the Southern Pacific Railroad community occupied from 1887 to 1955, after abandoning the first Pantano Townsite across Cienega Creek due to devastating floods in 1887. Once an important rail stop and water site for steam locomotives, Pantano was like many of these railroad towns that were abandoned when diesel engines were adopted in the 1950s. Their story merits being told, and Pantano provides that opportunity. Purchase of 33 acres encompassing the second Pantano townsite was completed in 2000 to ensure the townsite is protected for the future and to add this property to the Cienega Creek Natural Preserve. Funding now is needed to inventory, map and interpret the townsite so that it can be utilized for public outreach, education, and heritage tourism. The Pantano townsite is currently being visited by the public, railroad buffs and hikers. Bond funding will provide for interpretation, thereby enhancing educational and recreational experiences for all Pima County citizens, students, and visitors.

Cost: \$50,000, with Planning/Design being \$15,000, Construction being \$31,000, and Other being \$4,000.

Bond Funding: \$50,000

Other Funding: None identified at this time

Project Duration: Planning at 14 to 20 months, Design at 12 to 18 months, and Construction at 9 to 18 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Cultural Resources and Historic Preservation Office/Pima County Natural Resources, Parks, and Recreation Department.

Future Operating and Maintenance Costs: \$41,400

4.16 Ajo Curley School Art Institute

Location: The Curley School is located in Ajo within the Ajo Townsite Historic District, listed on the National Register of Historic Places.

Scope: Preserve the defining historic characteristics of the historic Curley School and other historic properties in the Ajo Townsite Historic District through preservation easements to retain and rehabilitate defining historic interior and exterior characteristics, while planning for the rehabilitation and adaptive use of the buildings, including use by Pima County Natural Resources, Parks and Recreation for recreational programs and other uses.

Benefits: The International Sonoran Desert Alliance, a tri-cultural non-profit organization has worked with the community of Ajo in developing a concept for an innovative housing and economic development project that involves the adaptive use of the historic Curley School and other historic buildings. The proposed project is to develop the school complex into 40 to 50 affordable live/work rental units for low-income individuals and families, restore indoor and outdoor theatres, provide classrooms for community education, offices, and other community space in these buildings. The Ajo Townsite is listed on the National Register of Historic Places at the “national” level of significance as a rare example of a model company town, built during the City Beautiful movement of the early 20th century. The Curley School, built in the Spanish Colonial Revival style, anchors the western axis of the town’s center and historic district. Curley School is likely to be eligible for federal rehabilitation tax credits, provided the historic architectural character and defining elements are maintained. Purchase of preservation easements will ensure the historic character of the buildings is preserved, reuse nationally significant buildings, provide much needed funding for adaptive use, and provide the town of Ajo with affordable housing and innovative opportunities for sustainable economic development that is sensitive to the town’s historic character.

Cost: \$1,115,000

Bond Funding: \$500,000

Other Funding: CDBG Funds: \$115,000 for purchase of Ajo Curley Gymnasium and Transportation Enhancement Grant: \$500,000

Project Duration: Planning at 9 to 15 months, Design at 13 to 18 months, and Construction at 16 to 30 months.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County Cultural Resources and Historic Preservation Office; Natural Resources, Parks and Recreation; Facilities Management

Future Operating and Maintenance Costs: None

4.17 Dunbar School

Location: The Dunbar School is located within the Dunbar/Spring neighborhood that is listed on the National Register of Historic Places.

Scope: Preservation and adaptive use of the historic Dunbar School to retain and rehabilitate defining historic interior and exterior characteristics, while utilizing the building for an African-American historical, cultural, and educational center open to everyone.

Benefits: The Dunbar Project is a community-based effort to convert the once-segregated Dunbar School to an African-American historical, cultural, research library and educational center open to the entire community. Tucson schools were integrated in the early 1900s; however, with Statehood in 1912, the new Arizona legislature created a statute that called on state school boards to “segregate pupils of the African race from pupils of the white races.” Consequently, African-American students were taught at the back of the Mariscal Grocery store until the Dunbar School was constructed in 1918. Henry O. Jaastad, a prominent Tucson architect, designed the original two-room school and all its additions through the 1940s. In 1951, segregation was eliminated and Dunbar School became the John Spring Junior High School. In 1978, because of the court ordered elimination of de facto segregation, the Dunbar/Spring School was closed. In 1994, the Dunbar Coalition formed to save the school and purchased it from TUSD at minimal cost. Since that time, with CDBG funding, a project master plan has been completed, its roof has been replaced and the site has been developed with parking, recreation and play areas; however, building rehabilitation has not been initiated. The project will benefit the neighborhood and the entire community by increasing public awareness of the African American contribution to Tucson’s heritage.

Cost: \$1,218,000, with Planning/Design being \$230,000, Construction being \$956,000, and Other being \$32,000.

Bond Funding: \$1,218,000

Other Funding: None identified at this time

Project Duration: Planning at 9 to 18 months, Design at 13 to 15 months, and Construction at 16 to 36 months.

Implementation Period: 1, 2, 3, 4

Project Management: The Pima County Cultural Resources and Historic Preservation Office and in close consultation with the City of Tucson.

Future Operating and Maintenance Costs: None

b. Pima County Parks

4.18 Flowing Wells Community Center

Location: This project is located within the Flowing Wells community near Wetmore and Flowing Wells Road. The proposed community center location is owned by Pima County.

Scope: This project proposes the development of a new 18,000 square foot community center. The center may include office space, multi-purpose room, game room, teen, youth, and senior rooms, exercise room, craft room, social services offices, and landscaping. This project shall be constructed on Pima County property adjacent to a scheduled Pima County Transportation highway improvement project on Wetmore and Romero Roads. The highway improvement project is expected to be completed in 2005. The community center's concept plan has been approved by the Pima County Parks and Recreation Commission.

Benefits: The demand for a community center in this area of our community is great. The development of this facility will enable the County parks agency to meet the recreational and educational demands of a broad cross-section of users.

Cost: \$3,500,000, with Administration being \$87,500, Planning being \$210,000, Design being \$420,000, Construction being \$2,718,725, Capital Equipment being \$30,000, and Public Art being \$33,775.

Bond Funding: \$3,500,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 15 to 24 months and Construction at 18 to 36 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Natural Resources, Parks and Recreation; Facilities Management.

Future Operating and Maintenance Costs: Approximately \$279,646 per year when fully developed.

4.19 Southeast Regional Park/Shooting Range

Location: 11300 South Houghton Road. The site is owned by Pima County.

Scope: This Phase II project includes numerous improvements at Pima County's Southeast Regional Park's shooting range. Scope items may include the construction of a trap and skeet shotgun sports shooting area, an archery range, additional improvements to the pistol and rifle range, an instruction range, and support facilities. The park's concept plan has been approved by the Pima County Parks and Recreation Commission.

Benefits: The rate of community development and corresponding interests in shooting sports is greater than the number and quality of recreational shooting facilities that are available. The development of this facility will result in the enhanced use of the Phase I pistol and rifle range, and increase Pima County's ability to provide firearms training and hunter safety to shooting enthusiasts. Additional benefits may include the provision of a facility that will attract

enthusiasts, thereby reducing “wildcat” shooting in the region. It is also the intent of this project to site this facility in an area of our community that will minimize conflicts between shooters, residences and businesses.

Additionally, Pima County is investigating the possibility of purchasing the Desert Trails Shooting range facility, located at the northeast corner of Kolb and Valencia Roads. Estimates for the acquisition of the facility, site improvements, and remediation costs are expected to be approximately \$1,000,000.

Cost: \$3,500,000, with Administration being \$87,500, Planning being \$210,000, Design being \$420,000, Construction being \$1,523,725, Acquisition being \$1,000,000, Capital Equipment being \$225,000, and Public Art being \$33,775.

Bond Funding: \$3,500,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 15 to 24 months and Construction at 14 to 30 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Natural Resources, Parks and Recreation, and Pima County Facilities Management.

Future Operating and Maintenance Costs: \$435,185 per year when fully developed.

4.20 Lighting of Existing and New Sports Fields

Location: Various Pima County Parks owned by Pima County.

Scope: McDonald Park – Replace ball field light fixture on two fields:
Littletown Park – replace light fixtures on one field and move two light poles.
Bud Walker Park, Ajo – replace ballfield light fixtures on two fields.
Flowing Wells West – install ballfield lights on two fields.
McDonald District Park – install ballfield lights on fields #5 and 6.
Lighting Boom Truck – purchase boom truck for maintenance of sports lights.
Lawrence Park – install ball field lights, and parking security lights.
Rillito Park – install lights on 6 competition soccer fields.
Sportspark Lighting – to include electrical and other upgrades to concession building.
Brandi Fenton Memorial Park Lighting.

Benefits: This project entails the installation of new lights at parks that do not currently have them and the upgrading of light fixtures at existing facilities. The benefit will include environmental compliance with Pima County’s Dark Skies Ordinance, and minimizing operating and maintenance costs. Lighting technology has advanced. New fixtures will result in significant cost savings to the County. The new light fixtures will provide better light coverage at lower operational costs.

The installation or improvement of these fixtures is in response to public demand for increased field use. The lighting of sports fields results in the agency being able to increase field use by a factor of two to three times, while taking advantage of the existing playfields. This increases use while minimizing new development and operational costs. Solar lighting will be used when

feasible. In addition, electrical and other required upgrades to the SportsPark concession building shall assure Pima County compliance with state and local codes.

Cost: \$3,928,643

Bond Funding: \$3,600,000

Other Funding: \$328,643

Project Duration: Planning/Design at 11 to 15 months and Construction at 15 to 24 months.

Implementation Period: 2, 3, 4, 5

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$97,946 per year when fully developed. Funding impacts were derived using data gathered from current, high efficiency lighting systems at existing County ballfields that have recently been upgraded or new facilities that have benefitted from the latest lighting technology.

4.21 Curtis Park - Flowing Wells East

Location: This new park will be located at the northwest corner of Curtis Road and La Cholla Boulevard just south, and adjacent to, the Rillito River Linear Park on approximately 17 acres owned by Pima County.

Scope: This project proposes the development of a new community park. Improvements may include 2 lighted little league fields, 1 lighted senior league field, restroom, walkways, riparian restoration, off-leash dog facility, free-play turf area, ramadas, picnic facilities, playground, landscaping, parking, field and security lighting and connections to the Rillito River Park. The park's concept plan has been approved by the Pima County Parks and Recreation Commission.

Benefits: This proposed park development project is located along the Rillito River Park. As such, it will serve as both a "stand alone" park, and provide trailhead access to the Rillito River Park and its respective regional trail. The rate of community development in this section of our community is greater than the number and quality of recreational facilities that are available. This facility will help to meet the growing recreational needs of existing and new neighborhoods in the area.

Cost: \$2,650,000 Administration being \$57,000, Planning being \$135,000, Design being \$270,000, Construction being \$2,138,280, Capital Equipment being \$28,000, and Public Art being \$21,720.

Bond Funding: \$2,650,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 15 to 25 months and Construction at 12 to 24 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$88,200 per year when fully completed.

4.22 Catalina Community Park

Location: This proposed new park will be located within the Village of Catalina, north of Tucson. A location for this park has not yet been finalized, however, it is possible that some athletic field improvements and the restoration of natural and habitat areas can be located within floodplain on land recently acquired along the Canada del Oro Wash by Pima County's Flood Control District.

Scope: This Phase I of the project proposes the development of a new community park. Improvements may include a baseball and soccer field complex, playground, basketball court, volleyball, field lighting, parking, picnic facilities, ramadas, restroom and landscaping. The development of natural and habitat areas and a corresponding trail system may result in this park's classification being raised to that of a regional park.

Benefits: The rate of community development in this part of Pima County is increasing and the demand for park facilities is great. The development of this new park will enable the agency to meet the recreational and educational demands of a broad cross-section of users. This project will provide benefits for residents residing in the Village of Catalina and within the unincorporated reaches of northern Pima County.

Cost: \$1,760,000, with Administration being \$50,000, Planning and Design being \$120,000, Construction being \$1,455,700, Capital Equipment being \$115,000, and Public Art being \$19,300.

Bond Funding: \$1,000,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 15 to 25 months and Construction at 12 to 24 months.

Implementation Period: 2, 3, 4

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$300,154 per year when fully completed.

4.23 Dan Felix Memorial Park

Location: This existing park, formerly known as Pegler Wash, is located at 5790 North Camino de la Tierra. The park is located on approximately 39 acres owned by Pima County.

Scope: The improvement of this park may include the development of one soccer field, lighting for three soccer fields, security lighting, playground, free-play turf area, restroom, walking/jogging path, ramadas, picnic facilities, parking, two basketball courts, landscaping, connections to the Rillito River Park and water fountains. The park's concept plan has been approved by the Pima County Parks and Recreation Commission. The two basketball courts will be constructed at Meadowbrook Park which is in the vicinity and within the same benefit area of Dan Felix Memorial Park.

Benefits: This proposed park development project is located along the Rillito River Park. As such, it will serve as both a “stand alone” park, and provide trailhead access to the Rillito River Park and its respective regional trail. The rate of community development in this section of our community is greater than the number and quality of recreational facilities that are available. This facility will help to meet the growing recreational needs of existing and new neighborhoods in the area.

Cost: \$573,000

Bond Funding: \$573,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 12 to 24 months and Construction at 12 to 24 months.

Implementation Period: 2, 3, 4

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$28,552 per year when completed.

4.24 Brandi Fenton Memorial Riverbend Park at Binghampton Historic District

Location: This proposed new park is located immediately west of Dodge Boulevard and of the Jewish Community Center, between East River Road and the Rillito River. The park site is located on 57 acres of Pima County-owned property.

Scope: This project, which is a partnership between public and private sectors, proposes the development of a unique park within the Binghampton National Historic Landscape. Improvements may include an equestrian center with arenas and staging area, an agricultural center with gardens, orchards, classrooms and a greenhouse, and recreation facilities with open pastures/soccer fields, covered basketball courts, play structures, and dog runs. The existing historic residences and structures may be adaptively restored and utilized as a visitor center, caretaker residences, agriculture administration, recreation center, snack bar, restrooms, ramadas, and maintenance facilities. The park will also incorporate multi-use trails, vendor/farmers market areas, a memorial garden, and parking facilities. This project will be designed and constructed in conjunction with Project 4.7, Binghampton Historic Buildings Rehabilitation. The park’s concept plan has been approved by the Pima County Parks and Recreation Commission.

Benefits: The proposed park may provide recreational and equestrian facilities while preserving and adaptively re-using the site’s historic farm buildings, residences, outbuildings and landscape. The park will provide opportunities for active and passive recreation, the interpretation of historic and prehistoric cultures that have resided on the site, a community garden, and a farmer’s market. Environmental, agricultural and cultural education programming will be an important aspect of this park. The project will also protect one of the few remaining historic view sheds along River Road.

Cost: \$6,999,821 (cost includes \$6,199,821 for Brandi Fenton Memorial Park and \$800,000 for Binghampton Historic Buildings Rehabilitation. The breakdown below is calculated only for the \$6,199,821 cost of the Brandi Fenton Park component of the combined project), with

Administration being \$75,000, Design being \$358,800, Construction being \$5,673,021, Capital Equipment being \$64,000, and Public Art being \$29,000.

Bond Funding: \$4,000,000

Other Funding: \$2,199,821, with Private Contributions of \$1,500,000 and Grants of \$699,821.

Project Duration: Planning/Design at 15 to 24 months and Construction at 18 to 36 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Natural Resources, Parks and Recreation; Pima County Facilities Management; Pima County Cultural Resources and Historic Preservation Office

Future Operating and Maintenance Costs: \$189,906 per year when fully completed

4.25 George Mehl Family Memorial Park

Location: 4001 East River Road, Tucson, Arizona. The project site will be located on approximately 30 acres of Pima County-owned property.

Scope: This project will expand services at this existing park. Improvements may include the improvements, entry road, drainage improvements, sports field lighting, security lighting, playgrounds, maintenance compound, a trailhead connecting to the Rillito River Park, and a memorial plaza. The park's concept plan has been approved by the Pima County Parks and Recreation Commission.

Benefits: This existing park provides sports and passive recreational activities in northeast Tucson and the unincorporated urban foothills areas of Pima County. The proposed improvements will increase the agency's ability to meet public demand for play fields in this area. This project will also provide access to the existing Rillito River Park's regional trail.

Costs: \$2,000,000, with Administration being \$50,000, Planning being \$120,000, Design being \$240,000, Construction being \$1,545,700, Capital Equipment being \$25,000, and Public Art being \$19,300.

Bond Funding: \$2,000,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 15 to 25 months and Construction at 18 to 36 months.

Implementation Period: 2, 3, 4

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$55,040 per year when fully completed.

4.26 Rillito Race Track

Location: 4502 North First Avenue, Tucson, Arizona

Scope: This project will include the relocation of two stables, construction of two soccer fields, security lighting, entry and parking lot, ramadas, picnic facilities, lighting for four soccer fields, maintenance compound, landscaping, expanded and improved parking and trail connections to the Rillito River Park and the acquisition of adjacent land. The park's concept plan has been approved by the Pima County Parks and Recreation Commission.

Benefits: This existing park provides active and passive recreational opportunities in north central Tucson and the unincorporated urban foothills areas of Pima County. The proposed improvements will increase the County park agency's ability to meet public demand for playfields in this area. This project will also provide access to the existing Rillito River Park's regional trail.

Cost: \$2,250,000, with Administration being \$57,000, Planning being \$135,000, Design being \$270,000, Construction/Land being \$1,724,280, Capital Equipment being \$42,000, and Public Art being \$21,720.

Bond Funding: \$2,427,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 12 to 24 months and Construction at 15 to 30 months.

Implementation Period: 3, 4, 5

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$49,458 per year when fully completed.

4.27 Kino Public Sports Field Lighting

Location: 2500 East Ajo Boulevard, Tucson, Arizona

Scope: This project entails the lighting of the number "3" and "5" public use baseball fields at the Kino Sports Complex.

Benefits: The installation of these new light fixtures is in response to public demand for increased field use. The lighting of sports fields results in the agency being able to increase field use by a factor of two to three times, while taking advantage of the existing playfields. This increases use while minimizing new development and operational costs. The new fixtures will comply with Pima County's Dark Skies Ordinance.

Cost: \$650,000, with Administration being \$16,250, Planning being \$39,000, Design being \$78,000, and Construction being \$516,750.

Bond Funding: \$650,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 10 to 15 months and Construction at 12 to 24 months.

Implementation Period: 4, 5, 6

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$25,000 per year when fully developed.

4.28 Feliz Paseos Universal Access Park

Location: This new park is located west of Tucson, near Gates Pass Road on Camino de Oeste, on County-owned open space acquired for this purpose with 1997 open space bonds.

Scope: The project site is incorporated into the foothills of Tucson Mountain Park and may include the development of approximately 1.5 miles of universal accessible trails within a natural environmental setting. Feliz Paseos will feature a universally accessible trail system enhanced by interpretive signs, and will include a parking area and a small plaza with a ramada. The park will also include over a mile of native soil tread trails and over a quarter of a mile of hard surface trails, and wildlife observation points overlooking Camino de Oeste Wash. Shade ramadas and other rest stations will be located along the paths. All trails will be signed to show maximum trail grades, cross slopes, surface conditions, and obstacles.

In February 1998, the Board of Supervisors formed a committee to explore the feasibility of acquiring a portion of the Las Lomas Ranch as the site for a park utilizing the concept of universal accessibility. The committee was sensitized to universal accessibility as a more all-inclusive concept and several members were trained in the Universal Trail Assessment Process (UTAP). The park's master plan was developed by members from our community, representing all levels of physical ability. The park's master plan has been approved by the Pima County Parks and Recreation Commission.

Benefits: The project proposes the development of universally accessible trails, enabling members of our community to enjoy and experience natural mountain park settings. The development of this project will provide recreational opportunities to the broadest range of potential users. This project will benefit all residents of Pima County and regional visitors. The Feliz Paseos Universal Access Park will be the first facility of its kind in the state, and one of the few parks designed and developed with an accessibility focus in the United States.

Cost: \$1,000,000, with Administration being \$25,000, Planning being \$60,000, Design being \$120,000, Construction being \$768,350, Capital Equipment being \$17,000, and Public Art being \$9,650.

Bond Funding: \$1,000,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 8 to 15 months and Construction at 12 to 20 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$51,698 per year when fully developed.

4.29 Picture Rocks Pool

Location: 5615 North Sanders Road, within the existing Picture Rocks District Park.

Scope: This proposed new facility may include the development of a 25-yard pool, zero depth area, 360 slide, guardhouse, maintenance and storage building, ramadas, and support facilities such as parking lots, landscaping and fencing.

Benefits: In surveys conducted by the Department of Natural Resources, Parks and Recreation, Picture Rocks residents overwhelmingly favored a swimming pool as their most desired feature for the planned improvements to the Picture Rocks District Park. Many residents in the Picture Rocks area either lack transportation necessary to regularly attend swimming classes or to enjoy the pools in Marana and Tucson, or find pools in these communities too far for their children to use. The proposed swimming pool will include recreational amenities such as a water slide and other water-play features. The Picture Rocks community is in the unincorporated area of Pima County, west of the Tucson Mountains, and has recently seen a great increase in its population.

Cost: \$2,000,000, with Administration being \$50,000, Planning being \$120,000, Design being \$240,000, Construction being \$1,550,700, Capital Equipment being \$20,000, and Public Art at \$19,300.

Bond Funding: \$2,000,000

Other Funding: None identified at this time, however, efforts to obtain State and Federal grants will be explored.

Project Duration: Planning/Design at 15 to 25 months and Construction at 15 to 36 months.

Implementation Period: 2, 3, 4

Project Management: Pima County Natural Resources, Parks and Recreation

Future Operating and Maintenance Costs: \$102,453 per year when fully developed.

c. City of Tucson Parks

4.30 Eastside Sports Complex and Senior Center Site

Location: Develop eastside sports complexes at Udall Regional Park and Lincoln Regional Park.

Scope: This project will provide for existing soccer field lighting and the construction of two additional lighted soccer fields with support facilities and associated amenities at Udall Regional Park as well as the construction of a 4-field lighted baseball/softball complex with support facilities and associated amenities at Lincoln Regional Park.

Benefits: This project will provide facilities in an area of the city with a shortage of sport fields. This project will address the community's need for sport fields as identified in the City of Tucson Parks and Recreation Ten Year Strategic Service Plan.

Cost: \$6,000,000

Bond Funding: \$6,000,000

Other Funding: None identified at this time. The City of Tucson will seek other revenue sources, including Arizona Heritage Funds.

Project Duration: Planning, Design and Procurement Phases will require 10 to 12 months. Construction will require another 10 to 12 months.

Implementation Period: 1, 2, 3

Project Management: The City of Tucson will manage design and construction for the project pursuant to an intergovernmental agreement between the City of Tucson and Pima County, which will be necessary to implement this project.

Future Operating and Maintenance Costs: The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is estimated to be \$494,550. This cost will be funded through the City of Tucson Operating Budget - General Fund.

4.31 Northside Community Center

Location: This project will be located on the City of Tucson's north side and will serve an area of the community with a shortage of park facilities as defined in the City of Tucson Parks and Recreation Strategic Service Plan 2013.

Scope: This project includes the design and construction of a new Community Center to serve north side residents. The design of the community center will be determined through a public participation process. The new facility will be developed on land purchased by the County, pursuant to Project 4.26, which is part of the Rillito Racetrack/Park.

Benefits: This project will provide recreational facilities for residents living in an area of the City of Tucson with a shortage of parks and recreational facilities. This project will address the community's need for parks and recreational facilities as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013.

Cost: \$5,500,000, with Planning/Design being \$800,000, Construction being \$4,200,000, and Other being \$500,000.

Bond Funding: \$5,500,000

Other Funding: None identified at this time. The City of Tucson will pursue other revenue sources, including Arizona Heritage Funds.

Project Duration: Planning, Design and Procurement Phases will require 13 to 15 months. Construction will require another 15 to 18 months.

Implementation Period: 1, 2, 3

Project Management: The City of Tucson will manage the project, pursuant to an intergovernmental agreement with Pima County.

Future Operating and Maintenance Costs: The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is

estimated to be \$220,000. This cost will be funded through the City of Tucson Operating Budget - General Fund.

4.32 Southeast Community Park

Location: Based on early planning efforts, this project is anticipated to be located in the vicinity of Esmond Station and adjacent to a new Vail School District high school in southeast Tucson.

Scope: This project is the land acquisition and development of a Community Park to serve the expanding southeast area of the community. The design of the park will be determined through a public participation process and in accordance with Community Park standards.

Benefits: Tucson is experiencing explosive growth in the Houghton Corridor area. This area has a shortage of parks and recreation facilities as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013. The proposed project site will provide the opportunity to partner with the Vail School District to develop joint use facilities for use by the public and the new high school. This collaborative effort will maximize resources to the benefit of the community served. This project will address the community's need for parks and recreational facilities as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013.

Cost: \$6,000,000, with Planning/Design being \$300,000, Construction being \$1,500,000, Land acquisition being \$4,000,000, and Other being \$200,000.

Bond Funding: \$6,000,000

Other Funding: None identified at this time. The City of Tucson will pursue other funding, including the Arizona Heritage Fund and Vail School District.

Project Duration: Land Acquisition Phase will require 10 to 12 months. Planning, Design and Procurement Phases will require 10 to 12 months. Construction will require another 10 to 12 months. To minimize the impact of increasing land cost, the Land Acquisition Phase of this project should be scheduled at the start of the bond program.

Implementation Period: 1, 2, 3

Project Management: The City of Tucson will manage the project, pursuant to intergovernmental agreements between the City of Tucson and Pima County and between the City of Tucson and Vail School District.

Future Operating and Maintenance Costs: The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is estimated to be \$469,200. This cost will be funded through the City of Tucson Operating Budget - General Fund.

4.33 Houghton Greenway

Location: This project is located along the east side of Houghton Road from Tanque Verde Road to Interstate 10.

Scope: This project is the acquisition and development of additional segments of the Houghton Greenway based on the City/County Divided Urban Pathway Standard, as determined by available funding.

Benefits: The acquisition and development of the Greenway will address the community's need for recreation and exercise opportunities, alternate modes of transportation, and enhanced connectivity. The project will continue development of the urban pathway system as defined in the City of Tucson Parks and Recreation Strategic Plan 2013 and the Eastern Pima County Trails System Masterplan. This project will address the community's need for enhanced trails, connectivity and continued development of the urban pathway system, as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013 and the Eastern Pima County Trails System Masterplan. Open space, trails and natural resource parks are important elements of the voter-approved City of Tucson General Plan.

Cost: \$1,400,000, with Planning/Design being \$150,000, Construction being \$750,000, Land acquisition being \$400,000, and Other being \$100,000.

Bond Funding: \$1,400,000

Other Funding: None identified at this time. The City of Tucson will seek other funding, including Federal Transportation Enhancement Grants and private developer contributions. Pima County will lend such support as it can to City of Tucson in securing other funding.

Project Duration: Land acquisition Phase will require 10 to 12 months. Planning, Design and Procurement Phases will require 10 to 12 months. Construction will require another 10 to 12 months. To minimize the impact of increasing land cost, the Land Acquisition Phase of this project should be scheduled at the start of the bond program.

Implementation Period: 1, 2, 3

Project Management: The City of Tucson will manage the project, pursuant to an intergovernmental agreement between the City of Tucson and Pima County. Pima County staff will provide technical assistance and support.

4.34 Julian Wash Linear Park

Location: This project is located along the Julian Wash from Campbell Avenue to Houghton Road.

Scope: This project is the proposed acquisition and development of segments of Julian Wash Linear Park based on the City/County Divided Urban Pathway Standard. The linear park will provide a pathway system with connectivity to parks, schools, open spaces and neighborhoods.

Benefits: The acquisition and development of this Linear Park will address the community's need for trails, enhanced connectivity and continued development of a growing, more complete urban pathway system, as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013 and the Eastern Pima County Trails System Masterplan. Open space, trails and natural resource parks are important elements of the voter-approved City of Tucson General Plan.

Cost: \$3,700,000, with Planning/Design being \$330,000, Construction being \$1,650,000, Land acquisition being \$1,500,000, and Other being \$220,000.

Bond Funding: \$3,700,000

Other Funding: None identified at this time. The City of Tucson will seek other funding, including Federal Transportation Enhancement Grants and private developer contributions. Pima County will lend such support as it can to City of Tucson in securing other funding.

Project Duration: Land acquisition Phase will require 10 to 12 months. Planning, Design and Procurement phases will require 12 to 14 months. Construction will require another 12 to 18 months. To minimize the impact of increasing land cost, the Land Acquisition Phase of this project should be scheduled at the start of the bond program.

Implementation Period: 2, 3, 4

Project Management: The City of Tucson will manage the project, pursuant to an intergovernmental agreement between the City of Tucson and Pima County.

Future Operating and Maintenance Costs: The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is estimated to be \$18,000. This cost will be funded through the City of Tucson Operating Budget - General Fund. Volunteers will be utilized to help maintain the linear park.

4.35 Arroyo Chico Wash Improvements

Location: This project is located along the Arroyo Chico Wash from Country Club Road to Campbell Avenue.

Scope: This project will address riparian and recreational features along the Arroyo Chico urban watercourse, including land acquisition.

Benefits: Development of these improvements will address the community's need for trails, connectivity and a growing, more complete urban pathway system, as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013 and the Eastern Pima County Trails System Masterplan. Open space, trails and natural resource parks are important elements of the voter-approved City of Tucson General Plan.

Cost: \$1,000,000, with Planning/Design being \$100,000, Land Acquisition being \$700,000, Construction being \$100,000, and Other being \$100,000.

Bond Funding: \$1,000,000

Other Funding: An additional approximately \$2,000,000 is currently being pursued by the City of Tucson. The City of Tucson will seek other funding, including Arizona Heritage Funds and Regional Transportation Authority funds. Pima County will lend such support as it can to City of Tucson in securing other funding.

Project Duration: Planning, Design and Procurement Phases will require 10 to 12 months. Construction will require another 10 to 12 months.

Implementation Period: 2, 3, 4

Project Management: The City of Tucson will manage the project, pursuant to an intergovernmental agreement between the City of Tucson and Pima County.

Future Operating and Maintenance Costs: The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is

estimated to be \$12,000. This cost will be funded through the City of Tucson Operating Budget - General Fund.

4.36 Atterbury Wash Sanctuary Land Acquisition and Expansion

Location: This project is located in southeast Tucson along the Atterbury Wash, north of Lincoln Park.

Scope: This project is the proposed acquisition of land to preserve and protect an important riparian area and existing wildlife corridor along the Atterbury Wash. The project, which expands an existing sanctuary, will also provide the opportunity for the development of some passive recreation amenities.

Benefits: Trails are an important part of our heritage. The ancient Hohokam people walked along the major streams that drain the surrounding mountains to hunt game and trade with distant villages. Today, these greenways provide hikers and urban walkers with the same connectivity. Additionally, this project will help preserve and protect wildlife that uses the Atterbury Wash. This project will address the community's need for trails, connectivity and a growing, more complete urban pathway system, as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013 and the Eastern Pima County Trails System Masterplan. Open space, trails and natural resource parks are important elements of the voter-approved City of Tucson General Plan.

Cost: \$1,200,000, with Land acquisition being \$200,000, Planning/Design being \$300,000, Construction being \$500,000, and Other being \$200,000.

Bond Funding: \$1,200,000

Other Funding: None identified at this time. The City will seek other revenue sources, including Arizona Heritage Funds. Pima County will lend such support as it can to City of Tucson in securing other funding.

Project Duration: Land Acquisition Phase will require 10 to 12 months. Planning, Design and Procurement Phases will require 10 to 12 months. Construction will require another 10 to 12 months. To minimize the impact of increasing land cost, the Land Acquisition Phase of this project should be scheduled at the start of the bond program.

Implementation Period: 3, 4, 5

Project Management: The City of Tucson will manage acquisition, design and construction of the project, with an intergovernmental agreement between the City of Tucson and Pima County.

Future Operating and Maintenance Costs: The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is estimated to be \$12,000. This cost will be funded through the City of Tucson Operating Budget - General Fund.

4.37 Pantano River Park

Location: This project is located along the east bank of the Pantano River from 22nd Street to Michael Perry Park, just south of Golf Links Road.

Scope: This project is the design and construction of a major segment of the Pantano River Park on the east bank of the Pantano Wash. The design will provide for trail development and incorporate a commemorative tree-planting area in partnership with Trees for Tucson, and a children's memorial garden.

Benefits: This project is the result of a community-driven planning effort, which resulted in a Concept Plan to develop this segment of the river park. The project is a coordinated effort between the City of Tucson, Pima County and Trees for Tucson and will benefit the users of the river park system. This project will address the community's need for enhanced trails, connectivity and continued development of the urban pathway system, as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013 and the Eastern Pima County Trails System Masterplan. Open space, trails and natural resource parks are important elements of the voter-approved City of Tucson General Plan.

Cost: \$3,550,000, with Planning/Design being \$405,000, Construction being \$2,875,000, and Other being \$270,000.

Bond Funding: \$3,500,000

Other Funding: \$50,000 from the City of Tucson

Project Duration: Planning, Design and Procurement Phases will require 10 to 12 months. Construction will require another 10 to 12 months.

Implementation Period: 1, 2, 3

Project Management: Pima County will manage the project, pursuant to an intergovernmental agreement between the City of Tucson and Pima County.

Future Operating and Maintenance Costs: The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is estimated to be \$15,000. This cost will be funded through the City of Tucson Operating Budget - General Fund. Volunteers will be utilized to help maintain the park.

4.38 Rio Vista Natural Resource Park

Location: This project is located at the end of Tucson Boulevard, north of Prince Road. The park's northernmost boundary borders the west bank of the Rillito River Park.

Scope: This project will expand an existing natural resource park and includes the restoration and revegetation of disturbed areas on the site. The project will complete development of the park.

Benefits: This project will complete development of this natural resource park and provide leisure facilities identified through an extensive public input process. It will address community needs in an area of the City with a shortage of parks as defined by the City of Tucson Parks and Recreation Strategic Service Plan 2013. This project will address the community's need for parks and recreational facilities as identified in the City of Tucson Parks and Recreation Strategic Service Plan 2013. Open space, trails and natural resource parks are important elements of the voter-approved City of Tucson General Plan.

Cost: \$1,500,000, with Planning/Design being \$225,000, Construction being \$1,125,000, and Other being \$150,000.

Bond Funding: \$1,500,000

Other Funding: None identified at this time

Project Duration: Planning, Design and Procurement Phases will require 10 to 12 months. Construction will require another 10 to 12 months.

Implementation Period: 2, 3, 4

Project Management: The City of Tucson will manage the project, pursuant to an intergovernmental agreement between the City of Tucson and Pima County.

Future Operating and Maintenance Costs: The City of Tucson will own and operate the completed project. The additional annual operation and maintenance cost for this project is estimated to be \$279,000. This cost will be funded through the City of Tucson Operating Budget - General Fund.

d. Town of Marana Parks

4.39 Cultural and Heritage Park

Location: In the vicinity of Tangerine Road and the Santa Cruz River.

Scope: The scope encompasses the planning, design, construction, and restoration of over 120 acres of open space into passive recreation and celebration of heritage.

Benefits: The Town's mission with regard to its heritage and cultural resources is to preserve, celebrate and appreciate the cultures and history of the Marana area. This park will attempt to recreate some of what has been lost while at the same time creating a new civic and museum district for the residents of the area to utilize. The park is slated to include a farmers market, an amphitheater, museums, a community garden, a working farm and public buildings for civic groups. The location of the park is central to the Town of Marana but of close proximity and benefit to unincorporated County residents on the east and west of the Town and for City of Tucson residents who live in the northern portions of the City.

Costs: \$8,915,000, with Planning/Design being \$1,200,000, Construction being \$7,000,000, and Other being \$715,000.

Bond Funding: \$1,000,000

Other Funding: \$7,915,000, with the Town of Marana C.I.P. providing \$1,250,000, Town of Marana Impact Fees providing \$5,000,000, and community contributions totaling \$715,000.

Project Duration: Planning/Design at 12 to 24 months and Construction at 12 to 24 months.

Implementation Period: 2, 3, 4

Project Management: The Town of Marana will manage the project, pursuant to an intergovernmental agreement between Pima County and Marana. The Town will also execute intergovernmental agreements with The Arizona Historical Society and Arizona State Land Office.

Future Operating and Maintenance Costs: Operating and maintenance impact to the Town of Marana is \$350,000 per year.

4.40 Tortolita Trail System

Location: Tortolita Mountains/Town of Marana's Tortolita Preserve

Scope: The scope of the Tortolita Trail System development encompasses the planning, design, construction, and renovation of over 30 miles of new and existing trails associated with the Tortolita Mountain range and Town of Marana's Tortolita Preserve. The trail system is located within the boundaries of the Town of Marana and on neighboring State and County-owned land.

Benefits: The benefits of the project include recreational opportunities for hikers, equestrians, and mountain bicyclists by providing access into the 3,245 acre Tortolita Mountain Park and 2400-acre Tortolita Preserve. Facilities include blinds for wildlife observation, scenic overlooks, interpretive signs for natural resource education, and picnic ramadas. Pima County has a planned trailhead to be located at the southern end of the trail system off Tangerine Road, and Cottonwood Properties, developer of Dove Mountain is building a trailhead at the north end of their development off Dove Canyon Pass. The location of the Tortolita Trail System is of primary benefit to residents of the Town of Marana, Oro Valley, and Pima County. Cyclists and hikers from across the state and visiting the region will be drawn to the System.

Cost: \$1,450,000, with Planning/Design being \$145,000, Construction being \$1,087,500, and Other being \$217,500.

Bond Funding: \$1,200,000

Other Funding: \$250,000 from the Town of Marana C.I.P.

Project Duration: Planning/Design at 36 to 48 months and Construction at 48 to 56 months.

Implementation Period: 1, 2, 3, 4, 5

Project Management: The Town of Marana will manage the project, pursuant to an intergovernmental agreement between Pima County, Marana, and Arizona State Land Office.

Future Operating and Maintenance Costs: Operating and maintenance impact to the Town of Marana is \$65,000 per year.

e. Town of Sahuarita Parks

4.41 Anamax Park Multi-Use Ballfield

Location: Camino de las Quintas, between Interstate-19 and La Canada Drive, Town of Sahuarita.

Scope: Design and construct two multi-use ballfields, parking, and restroom facilities on 22 acres of newly acquired land adjacent to the existing Anamax Park. The Town is completing a Masterplan for this park facility that will detail more extensive improvements than will be financed by this bond project. This project is a critical first phase of this Masterplan.

Benefit: The population of southern Pima County and the Town of Sahuarita are underserved with regard to having adequate ballfield space available for soccer and football team oriented sporting events. At times, the shortage of fields is compounded when such teams from the Tucson area utilize these fields for tournaments and other special events. The addition of 2 more multi-use ballfields in the Sahuarita area will provide relief for this shortage of recreational facilities.

Cost: \$500,000, with Design being \$100,000 and Construction being \$400,000.

If the Town can secure another source of funding for design, then the entire bond funding will be allocated to construction.

Bond Funding: \$500,000

Other Funding: None identified at this time

Project Duration: Planning at 9 to 12 months, Design at 12 to 24 months, and Construction at 18 to 36 months.

Implementation Period: 4, 5, 6

Project Management: The Town of Sahuarita will manage design and construction of this project, in conjunction with an intergovernmental agreement between Pima County and the Town.

Future Operating and Maintenance Costs: The Town will assume ownership of these ballfields and will operate and maintain the fields, in conjunction with an intergovernmental agreement between Pima County and the Town.

4.42 Bicycle Lane on Sahuarita Road

Location: Along both sides of the three-mile stretch of Sahuarita Road from the west Town boundary to the east Town boundary.

Scope: Right-of-way acquisition for and construction of bicycle lanes on both the eastbound and westbound sides of Sahuarita Road, which is a popular cycling route in southern Arizona.

Benefit: Because Sahuarita Road is one of the main east/west thoroughfares in the Town and is adjacent to the Sahuarita school campuses and the Town Hall Complex, it experiences very heavy traffic demand on a daily basis. Sahuarita Road is also part of a popular bicycling loop that runs through southern Pima County around the perimeter of Tucson and is utilized by cyclists from around the County. Development of bicycle lanes will greatly improve the safety and circulation element of this roadway.

Cost: \$1,500,000

Bond Funding: \$1,500,000

Other Funding: None identified at this time. The Town intends to fund design through Federal Highway Enhancement grants

Project Duration: This project will be phased in over a three to four year period. Right-of-way acquisition, if necessary, will be on-going over the course of the project. Construction will be

phased in over three fiscal years, which each phase with a duration of approximately 12 months.

Implementation Period: 4, 5, 6

Project Management: The Town of Sahuarita will manage acquisition, planning, design, and construction of this project, in conjunction with an intergovernmental agreement between Pima County and the Town. Pima County Natural Resources, Parks and Recreation will coordinate for Pima County.

Future Operating and Maintenance Costs: The Town of Sahuarita will operate and maintain these bicycle lanes in conjunction with an intergovernmental agreement between Pima County and the Town, and will incorporate conditions on use as requested by Pima County. The annual operating and maintenance costs of this project will be minimal.

f. **Town of Oro Valley Parks**

4.43 **Naranja Town Site Park**

Location: 600 Block West Tangerine Road, south side of Tangerine, 1.25 miles west of La Cañada Drive.

Scope: Acquire 28 acres of private land.

Benefits: Acquisition will provide 28 additional acres to the existing 212 acres proposed for the Naranja Town Site Park. The Naranja Town Site has been master planned as a regional park with a broad assortment of recreational and cultural improvements and amenities including baseball, softball, soccer and football fields, tennis center, basketball courts, skateboarding and rollerblading arena, bicycle/motocross track, improved and primitive trails, community center, aquatics center and performing arts center. The additional land will allow for more trails, open space, expansion of some aforementioned amenities and the opportunity for a new cultural and technology center. The land is also vital for providing a primary access to the regional park facilities from Tangerine Road. All of these improvements will have regional appeal and use. At the request of the Town Council of Oro Valley, this project is terminated and remaining funds are reallocated to 4.6, Steam Pump Ranch Rehabilitation.

Cost: \$2,193

Bond Funding: \$2,193

Other Funding: None identified at this time

Project Duration: Land acquisition at 24 months

Implementation Period: 1, 2

Project Management: The Town of Oro Valley will acquire the land with County Bond Funds and be responsible for future master planning, development and operational expenses. An intergovernmental agreement is necessary to formalize the timing, release and conditions of the Bond Funds for the land acquisition.

Future Operating and Maintenance Costs: Operating and maintenance costs will be the responsibility of the Town of Oro Valley.

g. Libraries

4.44 Marana Continental Ranch New Library

Location: Town of Marana, on property owned by the Town of Marana, in the Continental Ranch area, at Silverbell and Cortaro Farms Road

Scope: Design and construct a new 20,000 square foot library to serve the Town of Marana/Continental Ranch area. The library will be constructed to house an eventual 100,000 volume book collection, state-of-the art technology, computer lab, large meeting room and small study rooms, and a parking lot.

Benefits: The current Marana Library is too small to serve the growing population in the Continental Ranch area and the nearest library, the Nanini Library, is several miles distant from the population center in Marana. Opening of this new library will relieve pressure on the Nanini Library

Costs: \$6,395,000

Bond Funding: \$4,500,000

Other Funding: \$1,895,000 (\$1,622,500 Library District, \$272,500 Town of Marana)

Project Duration: Planning at 8 to 12 months, Design at 15 to 24 months, and Construction at 15 to 30 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Facilities Management Department

Future Operating and Maintenance Costs: County Library District and the Town of Marana, with the possible participation of the Tucson-Pima Public Library.

4.45 Oro Valley Public Library Expansion

Location: 1305 West Naranja Drive, Oro Valley, Arizona

Scope: The new 25,000 square foot library opened August 2002 with 15,000 square feet of finished space and an additional 10,000 square foot unfinished shell for future expansion. The scope of this project is to finish out the shell. Architectural plans and specifications have been completed.

Benefits: Features include an expanded learning center for children, a new state-of-the-art teen zone, a multi-functional program room, new book stacks that will accommodate 30,000 more collections and expanded computer access for all ages. The Oro Valley Public Library is an Affiliate of the Tucson Pima Public Library System and is fully integrated with the main library and all branches. This library has become one of the highest used libraries in the system in its first year of use. It has and will continue to have regional appeal and usage. Fulfills the Strategic Plan of the library and the goals of the Library District Plan.

Cost: \$1,100,000, with Construction being \$710,000, Computers/Technology being \$200,000, and Furnishings/Fixtures/Equipment being \$190,000.

Bond Funding: \$1,100,000

Other Funding: Professional services (A & E) will be paid by the Town of Oro Valley.

Project Duration: Construction plans and specifications will be ready to bid fiscal year 2004/05, with Procurement at 3 months and Construction at 9 to 15 months.

Implementation Period: 1, 2

Project Management: The Town of Oro Valley will provide all project management for design and construction, pursuant to an intergovernmental agreement between Pima County and the Town.

Future Operating and Maintenance Costs: All operating and maintenance expenses are to be split 50/50 between the Town of Oro Valley and the County Free Library District, pursuant to an annual intergovernmental agreement.

4.46 Wilmot Branch Library Replacement or Relocation

Location: The area bordered by Craycroft, Speedway, Kolb and Broadway; within the City of Tucson.

Scope: Design and construct renovations of the existing 19,000 square foot library. The renovations will maximize efficient use of existing space. Design and construct, as determined necessary, an addition to the existing library of up to 6,000 square feet. The building will house an expanded collection, state-of-the-art technology, information computer commons, large meeting room(s) and small study rooms, and a self-directed service check out. Library operations will be conducted from a temporary facility during renovation and construction.

Benefits: The current library was constructed in 1965 and is considered by many to be a seminal work by the renowned modernist architect Nicolas Sakellar. A design charette was conducted to determine the most cost-effective and efficient means of retaining the existing building and providing library services in the neighborhood. The charette proved that the existing space could be redesigned and modified to enhance efficiency and minimize the need for new construction. The remodeling and addition will enhance the Pima County Public Library's mission of supporting education, literacy, and lifelong learning throughout Pima County. This library serves customers from all of Pima County.

Cost: \$7,000,000, This amount will include design and construction of remodel and any addition, the expansion and enhancement of the existing collection and rent payments for a temporary facility.

Bond Funding: \$7,000,000

Other Funding: None.

Project Duration: Construction will begin in 2007 and be completed by the end of 2009.

Implementation Period: 2, 3, 4

Project Management: The project will be managed by Pima County Facilities Management.

Future Operating and Maintenance Costs: Pima County Library District, a library district established pursuant to the laws of the State of Arizona, operates libraries throughout unincorporated Pima County and in most incorporated cities and towns in the County. Based on an intergovernmental agreement with the City of Tucson, the building will be conveyed by the City to the library district.

E. Question No. 5 - River Parks and Flood Control Improvements

For the purpose of acquiring, constructing, expanding and improving the flood control facilities of the County, including, without limitation, bank stabilization, channels, drainageways, dikes, levees and other flood control improvements and river parks and other related facilities and the acquisition and construction of real or personal property or interests or rights in property for such purpose and paying all expenses properly incidental thereto and to the issuance of such bonds, shall Pima County, Arizona be authorized to issue and sell general obligation bonds of the County in an aggregate principal amount not exceeding \$46,200,000?

Table 14

Projects in Question 5

<u>Project</u>	<u>Bond Allocation</u>
Floodprone and Riparian Land Acquisition Program	\$ 5,000,000
Urban Drainage Infrastructure Program	
Urban Drainage Infrastructure Program	\$ 8,281,000
City of South Tucson Projects	\$ 1,719,000
Tohono O’odham Nation Drainage Improvements	\$ 1,500,000
Pascua Yaqui Tribe Black Wash Flood Control Improvements	\$ 1,000,000
Total Urban Drainage Infrastructure Program	\$12,500,000
River Parks and Flood Control	
Santa Cruz River, Ajo to 29th St	\$14,000,000
Santa Cruz River, Grant to Camino del Cerro	\$ 2,700,000
Rillito River Linear Park Completion	\$ 3,000,000
Santa Cruz River in Vicinity of Continental Ranch	\$ 4,000,000
Cañada del Oro River Park, Thornydale to Magee	\$ 5,000,000
Subtotal River Parks and Flood Control	\$28,700,000
Total Question 5	\$46,200,000

1. Specific Project Description, Scope of Work, and Location

a. **Floodprone and Riparian Land Acquisition**

5.1 **Floodprone and Riparian Land Acquisition**

Location: Countywide

Scope: Purchase floodprone properties to protect public safety and preserve natural floodplain characteristics. Purchase property in fee title or secure drainage and conservation easements where appropriate. Develop land management plans to preserve floodplain and riparian areas of acquired properties. This program provides adaptive floodplain management in urban areas to preserve natural floodplains, protect riparian areas, and provide stormwater quality benefits. For upstream watershed protection in rural areas, the program preserves natural over bank

flood storage and natural floodplain characteristics to minimize potential downstream flooding and protect riparian areas.

Benefits: This is a cost-effective strategy to remove people and property from exposure to flood hazards and loss of life, as well as property damage. Preservation of flood water storage capacity in floodplains minimizes future flood damages, reduces the need for structural flood and erosion protection, facilitates groundwater recharge, creates passive-use recreational opportunities, maintains urban open space corridors, and preserves and enhances riparian habitat and corridors of natural biological diversity. This program compliments the goals of the Sonoran Desert Conservation Plan to preserve riparian areas.

Cost: \$5,000,000, with Administration being \$35,000 and Land Acquisition being \$4,965,000.

Bond Funding: \$5,000,000

Other Funding: None identified at this time

Project Duration: Estimated project duration is twelve years to locate, appraise and purchase floodprone properties. Typical acquisition requires 18 months to appraise property, negotiate and acquire property.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County Flood Control District

Future Operating and Maintenance Costs: \$140,000 per year. Assumed acquisition of 1,400 acres with an annual operating cost for land management of \$100 per acre.

b. Urban Drainage Infrastructure Program

5.2 Urban Drainage Infrastructure Program

Location:	City of Tucson	Town of Sahuarita
	Town of Oro Valley	Green Valley
	Town of Marana	Ajo

Scope: Evaluate, design, and construct drainage improvements that protect public safety through a combination of nonstructural and structural improvements that provide flood and erosion control. Develop solutions to urban areas that have experienced repetitive flooding in residential and commercial areas. Projects will be prioritized by flood damage reduction potential after evaluation, based on a fixed set of criteria, and a recommendation from the Flood Control District Advisory Committee and approval by the Board of Supervisors (Directors of the Flood Control District). Potential projects are discussed below.

City of Tucson: Storm drain and flood control improvements for urban tributaries to the Rillito River including improvements to drainage from Columbus Wash, Mountain Wash, Christmas Wash and Flowing Wells Wash. Storm drain and flood control improvements for the mid-town and urban core including High School Wash, Arroyo Chico (Rosemont to Alvernon), Nebraska Wash and Naylor Wash. Floodplains associated with these tributaries include a significant number of residences and businesses that may be subject to flood damages. Sufficient funding will not be available to cover all of the needs.

Town of Oro Valley: Flood control improvement to tributaries to the Cañada del Oro Wash including Highland Wash, flooding behind the Oro Valley flood control levee in Oro Valley Estates, and Pistachio Wash.

Town of Marana: Assistance to the Town of Marana in development of the Barnett Floodway Channel which will serve as a conveyance system to move floodwaters from the Tortolita Mountains to the Santa Cruz River to remove existing residential areas and schools from flood hazards.

Town of Sahuarita: Improvements to convey tributary drainage to the Santa Cruz River along La Villita Road by a combination of improvements and property acquisition to prevent flooding in existing residential areas along La Villita.

Green Valley: Drainage improvements to control flooding and erosion along Drainageways 1, 3, 6, 9, and 13, which have experienced erosion problems downstream of La Cañada Drive and Interstate 19. For Drainageway 9, flood and erosion protection is needed adjacent to and south of Esperanza Estates.

Ajo: Flood Control to reduce flooding along Gibson Arroyo and other tributaries, especially at the Second Avenue culvert crossing. Provide stormwater detention, channel improvements and culvert improvements.

Benefits: Alleviate chronic flooding, protect residential and commercial development adjacent to river courses, and safeguard flood protection benefits provided by existing flood control facilities. Flood control improvements along major watercourses has removed the threat of flooding from the major rivers; however, residences and businesses remain subject to flood damage and are within federal floodplain hazard zones from tributary washes. This program would address flood hazards from these tributary washes.

Cost: \$8,281,000, with Administration being \$6,000, Construction being \$5,970,000, Design being \$920,000, Planning being \$210,000, Public Art being \$85,000, Right-of-Way being \$830,000, and Utility Relocation being \$260,000.

Bond Funding: \$ 8,281,000

Other Funding: None identified at this time. The magnitude of urban drainage needs far exceeds the amount of bond funding available. Pima County and the participating jurisdictions will work cooperatively to identify and secure additional funding, which could include federal and state assistance, contributions from benefitting private interests, as well as appropriations from the County Flood Control District tax levy or appropriations for the benefitting jurisdictions.

Project Duration: The estimated time to complete all projects throughout Pima County is twelve years. Individual projects are estimated to take an average of 36 to 48 months to complete.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Varies. Local jurisdictions will manage projects. Pima County will manage projects within unincorporated areas.

Future Operating and Maintenance Costs: Varies by project. Typical annual costs for detention basins are \$10,000 per year per 10 acres of basin; channels are \$25,000 per mile, and storm drains are generally \$10,000 per mile.

5.3 City of South Tucson Urban Drainage

Location: Various Locations in the City of South Tucson

Scope: (1) Design improvements to capture stormwater runoff from Rodeo Wash where it enters public right-of-way at South 4th Avenue and East 40th Street and convey the stormwater downstream in a storm drain system to South 10th Avenue and West 38th Street.

(2) Construct improvements to increase stormwater drainage capacity on South 4th Avenue at the alleyway between East 26th Street and East 27th Street to convey the flow to an existing storm drain under South 5th Avenue.

(3) Design improvements to increase drainage capacity at South 7th Avenue and West 28th 2 Street and link with the existing stormwater drainage facility at West 26th Street.

(4) Design and construct improvements to increase drainage capacity from 25th Street and South 8th Avenue to South 10th Avenue and 25th Street.

(5) Design improvements to provide an underground storm drain connection between the culvert under the Union Pacific railroad tracks at East 32nd Street to connect to the downstream storm drain at South 3rd Avenue and East 32nd Street. Construct phase 1 of the project to connect flow from the Union Pacific railroad crossing into a downstream detention basin.

(6) Install a box culvert at the intersection of South 7th Avenue and West 34th Street. Eliminate repetitive flooding in streets by providing positive drainage. All projects pertain to improving drainage capacity and mitigating flooding and ponding problems associated with stormwater runoff in the City of South Tucson.

Benefits: Alleviate chronic flooding, protect residential and commercial development adjacent to river courses, and safeguard flood protection benefits provided by existing flood control facilities. This is a regional approach since 90 percent of flooding in South Tucson originates in the surrounding City of Tucson areas. Flood control improvements along major watercourses has removed the threat of flooding from the major rivers; however, residences and businesses remain subject to flood damages and are within federal floodplain hazard zones from tributary washes. This program would address flood hazards from the tributary flows. The flood control infrastructure supports the community goal for urban in-fill development and the Comprehensive Land Use Plan.

Cost: \$1,719,000, with Administration being \$12,800, Construction being \$1,390,000, Design being \$175,000, Planning being \$20,000, Public Art being \$16,200, Land acquisition being \$85,000, and Utility Relocation being \$20,000.

Bond Funding: \$1,719,000

Other Funding: None identified at this time

Project Duration: Estimated total duration to complete all six projects is six years. Projects will be staggered to reduce disruptions from construction work within roadways. Typical project duration is 30 to 48 months.

Implementation Period: 1, 2, 3, 4

Project Management: The City of South Tucson will manage design and construction, pursuant to an intergovernmental agreement between the Flood Control District and the City of South Tucson.

Future Operating and Maintenance Costs: Annual estimated costs of approximately \$17,000, which will be funded by South Tucson.

c. **Tribal Drainage Improvements**

5.4 **Tohono O'odham Nation Drainage Improvements**

Location: Town of Sells, Tohono O'odham Nation

Scope: Construction of a storm drain to collect runoff from the outflow of the Indian Oasis Elementary School and convey the flow underneath the Sells Youth Recreation Center and drain into catch basins adjacent to the Sells Wash. The Tohono O'odham Nation is funding and constructing the Sells Youth Center and Park, and the Oasis Elementary School, which is part of the Arizona Public School District, has received State School Deficiency Funding to correct flooding in classrooms. However, neither the Youth Center funding nor the School funding is sufficient to address the proposed storm drain.

Benefits: Provides improvements necessary for the Sells Community Center and Oasis School for regional recreational and community services for the Tohono O'odham Nation. Local benefits include correction of flooding to prevent health problems and protect the investment in youth and educational facilities.

Cost: \$1,500,000, with Administration being \$5,000, Construction being \$1,310,000, Design being \$100,000, Planning being \$20,000, Public Art being \$15,000, and Utility Relocation being \$50,000.

Bond Funding: \$1,500,000

Other Funding: None identified at this time

Project Duration: The Youth Center and School improvements are currently in design with Construction anticipated to begin in fiscal year 2004 and completed in fiscal year 2005. Planning has been completed, Design is at 6 months, Utility Relocation is at 6 months (concurrent with Construction), Construction is at 18 months, and Public Art is at 6 months (concurrent with Construction).

Implementation Period: 1, 2, 3

Project Management: Sells District Tohono O'odham Nation, pursuant to an intergovernmental agreement between the Nation and Pima County.

Future Operating and Maintenance Costs: Estimated at \$1,500 annually, which will be funded by the Tohono O'odham Nation.

5.5 **Pascua Yaqui Tribe Black Wash Urban Drainage Flood Control Improvements**

Location: Pascua Yaqui Tribal Land and Unincorporated Pima County

Scope: Address deficiencies related to stormwater flooding within developed areas of the Reservation and in particular Black Wash. Upgrade existing culverts, channels, and other drainage facilities experiencing erosion damage.

Benefits: This project is important to the Tribe's economic well being, as well as the health, safety and general welfare of the community and surrounding residents. It will assure the safety of Tribal members from flooding, and protect existing and future infrastructure.

Cost: \$1,000,000, with Administration being \$6,000, Construction being \$844,000, Design being \$75,000, Planning being \$60,000, Public Art being \$10,000, and Utility Relocation being \$5,000.

Bond Funding: \$1,000,000

Other Funding: None identified at this time.

Project Duration: Planning at 9 to 15 months, Design at 9 to 15 months, Utility Relocation at 6 to 12 months, and Construction at 18 to 36 months.

Implementation Period: 1, 2, 3, 4

Project Management: Pascua Yaqui Tribe, pursuant to an intergovernmental agreement between the Pascua Yaqui Tribe and Flood Control District.

Future Operating and Maintenance Costs: Estimated at \$1,000 annually; which will be funded by the Pascua Yaqui Tribe.

d. River Parks and Flood Control

5.6 Santa Cruz River, Ajo to 29th Street

Location: Santa Cruz River Park: an approximate 1.5-mile reach between Ajo Way and 29th Street

Scope: This project is considered the first phase of the Paseo de las Iglesias Project for flood control, river park and riparian habitat improvements. The Paseo de las Iglesias project is a joint Pima County and United States Army Corps of Engineers planning and feasibility study for flood control and riparian habitat restoration improvements from Congress south to the Los Reales Road alignment. This project, from 29th Street (Silverlake) to Ajo Way, is the first phase of construction for flood control improvements and linear river park system improvements along the Santa Cruz River to link to existing improvements from Grant Road to 29th Street (Silverlake), and from Ajo Way south to Irvington Road to create a continuous 7-mile long river park system. This project will also join the Santa Cruz River park system to the Tucson Diversion Channel (Julian Wash) linear river trail system. This project will provide flood and erosion control using reinforced soil cement low flow bank protection and one grade control structure along the Santa Cruz River supplementing the river linear park improvements and trails. Ecosystem restoration and riparian habitat enhancement are planned along the Santa Cruz River and the Old West Branch of the Santa Cruz River.

Benefits: This project will benefit the community at large as it protects and provides continuation of the Juan Bautista National Trail, the Pima County linear river park and trail systems, and provides alternative modes of transportation along the Santa Cruz River. This project along with the proposed 2004 Bond Project from Grant Road to El Camino del Cerro will

provide a continuous system of river improvements and linear park system and trails for a total of 10 river miles by providing a link to connect two existing segments of the Santa Cruz River Linear Park and provide a connection to the linear park and bike paths along the Tucson Diversion Channel to the Sam Lena Park. The project provides for ecosystem restoration and supports the Sonoran Desert Conservation Plan for riparian habitat protection and preservation. The project also provides erosion and flood control to protect existing residences and businesses along the Santa Cruz River, and to protect former landfill sites to prevent inundation and adverse impacts to groundwater quality.

Cost: \$17,200,000, with Administration being \$25,000, Planning being \$25,000, Design being \$600,000, Land acquisition being \$250,000, Utility Relocation being \$440,000, and Construction being \$15,860,000.

Bond Funding: \$14,000,000

Other Funding: None identified at this time.

Project Duration: Total project duration is estimated at 72 months, 6 years total to complete flood control improvements, linear park improvements and habitat restoration, with Planning at 24 to 36 months, Design at 24 to 36 months, Land acquisition at 12 to 24 months, and Construction at 48 to 60 months.

Implementation Period: 1, 2, 3, 4, 5

Project Management: Pima County Flood Control District, in close consultation with the City of Tucson.

Future Operating and Maintenance Costs: Pima County Natural Resources, Parks and Recreation for the linear river park. The Flood Control District will provide operating and maintenance for riparian habitat: \$100,000 per year for the initial 5-year vegetation establishment period for erosion control and to meet mitigation and 404 permit requirements, then \$72,250 per mile annually.

5.7 Santa Cruz River, Grant Road to Camino del Cerro

Location: Grant Road to Camino del Cerro

Scope: In 2003, the Pima County Flood Control District, Pima County Wastewater Management, and the Natural Resource Conservation Service (NRCS) completed soil cement bank protection along the Santa Cruz River from Grant Road to the Ft. Lowell Road alignment. This project connected the bank protection south of Grant Road, and north of Ft. Lowell Road. Pima County desires a linear park to connect into the upstream stream system, and to set the stage for future linear park development at the Silverbell Golf Course and Christopher Columbus Park along the west bank of the Santa Cruz River. This linear park and river pathways will follow and further establish the San Juan Bautista National Historic Trail on the west side of the Santa Cruz River. The proposed project includes a parking node at Grant Road, a connection to the City of Tucson's Juhan Park, and a pedestrian bridge across the Santa Cruz River to connect the linear park to the Sweetwater Wetlands Park and future linear park improvements along the east bank of the Santa Cruz River.

Benefits: This project will provide continuation of the Juan Bautista National Trail, the Pima County linear river park and trail systems, as well as provide alternative modes of transportation along the Santa Cruz River. This project will also provide linkage to the Christopher Columbus

Regional Park along Silverbell Road and provide connections to bike paths to the Rillito River Linear Park

Cost: \$5,270,000, with Administration being \$7,000, Construction being \$4,812,500, Design being \$210,000, Planning being \$20,000, Public Art being \$24,500, Utility Relocation being \$100,000, and Land acquisition being \$96,000.

Bond Funding: \$2,700,000

Other Funding: \$2,570,000 - Federal and state grant funding will be applied for to help complete improvements on both sides of the Santa Cruz River.

Project Duration: Planning at 24 to 36 months, Design at 24 to 36 months, Land acquisition at 12 to 24 months, and Construction at 48 to 60 months.

Implementation Period: 2, 3, 4, 5, 6

Project Management: Pima County Flood Control District, in close consultation with the City of Tucson.

Future Operating and Maintenance Costs: Pima County Natural Resources, Parks and Recreation, with annual maintenance costs of \$72,250 per mile when completed.

5.8 Rillito River Linear Park Completion

Location: Rillito River, Alvernon Way to Craycroft Boulevard

Scope: In 1996, the Army Corps of Engineers (ACOE) and Pima County Flood Control District completed soil cement bank protection along the Rillito River from Alvernon Way to Craycroft Road. In 2000, the ACOE and Flood Control District completed the paved pathway on the north bank, a decomposed granite pathway on the south bank, pedestrian bridges over the major washes, installation of an irrigation supply system, and provided landscape improvements. The ACOE and Flood Control District are currently working on developing an environmental restoration project called the Swan Wetlands Project. This project would include parking nodes at the end of Columbus Boulevard on the south bank. Parking on the north bank at Craycroft Road is being undertaken through the Rio Antiquo Project. This project will enhance and effectively complete the linear park. In addition, access to the linear park system would be provided at Mehl Park.

Benefits: This project will provide enhanced vegetation along the south bank between Columbus Boulevard and Swan Road and between the Alamo Wash and St. Gregory High School. Pima County wants to provide additional planting and landscaping to match and extend the scenic experience and quality of the existing River Park system between La Cholla and Campbell Avenue. This project will benefit the community at large, as it protects and provides continuation of the Pima County linear river park and trail systems, and provides alternative modes of transportation along the Rillito River.

Costs: \$4,750,000, with Administration being \$100,000, Construction being \$3,212,500, Design being \$575,000, Public Art being \$87,500, Utility Relocation being \$75,000, and Land acquisition being \$700,000.

Bond Funding: \$3,000,000

Other Funding: \$1,750,000 Flood Control Tax Levy

Project Duration: Planning at 24 to 36 months, Design at 24 to 36 months, and Construction at 48 to 60 months.

Implementation Period: 1, 2, 3, 4, 5

Project Management: Pima County Flood Control District

Future Operating and Maintenance Costs: Pima County Natural Resources, Parks and Recreation, with annual maintenance costs of \$72,250 per mile when completed.

5.9 Santa Cruz River in the Vicinity of Continental Ranch

Location: Santa Cruz River, Yuma Mine Wash to El Rio Neighborhood Park

Scope: The Town of Marana is developing plans for bank protection on the west bank of this segment of the Santa Cruz River between the Yuma Mine Wash and Cortaro Road as part of the development of a regional park that was authorized in Pima County's 1997 General Obligation Bond election. The project includes the construction of a soil cement underpass at Cortaro Road. The County is providing bond funding and flood control funds for the park and bank protection, respectively. The Town of Marana is securing all right-of-ways for this project.

The Town of Marana is also working with the Arizona Department of Transportation (ADOT) to construct a paved pathway following the eastern boundary of the Continental Ranch community along the western top of bank and low flow bank of the Santa Cruz River beginning at the Yuma Mine Wash, south of Cortaro Road and ending north of the proposed Cortaro Mesquite Bosque project, at El Rio Neighborhood Park, a total of approximately 4.1 miles. ADOT will provide \$998,000 of the total estimated project cost of \$2,400,000 for the Marana Shared Use Project. Plans for the northern 2.7 miles of the path are completed and construction is nearing completion. The Town is continuing to develop the southern 1.4 miles of the project. The project includes paving of the underpass ramp at Cortaro Road, landscaping and irrigation along the pathways, two pedestrian bridges, and three informational kiosks. This proposal includes the construction costs for the bank protection, the cost of developing a landscaped linear park and shared use path alongside the bank protection that would connect with the existing Marana Shared Use Path at the El Rio Neighborhood Park. The project will also include two parking nodes with ramadas.

Benefits: This project will benefit the Town of Marana and the Continental Ranch community as it will further protect the existing Cortaro Road Bridge, the commercial development, the proposed Rattlesnake Park and the Wheeler Taft Abbott Library south of the bridges from flood and erosion damage. The project will also provide continuation of the Juan Bautista de Anza National Historic Trail, the Pima County linear river park and trail systems, and provides alternative modes of transportation along the Santa Cruz River.

Cost: \$6,020,000, with Administration being \$250,000, Construction being \$5,100,000, Design being \$500,000 and Public Art being \$170,000.

Bond Funding: \$4,000,000

Other Funding: State and Marana funding to supplement bond funds.

Project Duration: Bank Protection: Design Completion at 3 to 6 months and Construction at 6 to 9 months.

Implementation Period: 1, 2, 3, 4, 5

Project Management: The Town of Marana will manage design and construction, pursuant to an intergovernmental agreement between the Flood Control District and the Town.

Future Operating and Maintenance Costs: Pima County Natural Resources, Parks and Recreation, with annual maintenance costs of \$72,250 per mile when completed.

5.10 Cañada del Oro River Park, Thornydale to Magee

Location: Thornydale Road to Magee Road

Scope: This section of the Cañada del Oro Wash is bank protected from the Union Pacific Railroad on the south bank and from just west of Thornydale on the north bank to the Omni Tucson National Golf Resort. The proposed project would provide a river linear park on the south river bank between Thornydale Road and the north end of Omni Tucson National Golf Resort plus a paved bike path connection to the Rillito River Park via Thornydale Road. It would include a paved pathway, the south bank, landscaping, irrigation, and 3 pedestrian crossings. There will also be underpass ramps at Thornydale, Ina Road and Magee Road, a parking node at Magee Road with ramadas and a restroom, a parking easement at Thornydale and at Hardy Road, as well as a reclaimed water irrigation system.

Benefits: Pima County desires to provide additional planting and landscaping along the Cañada del Oro river park system to match and extend the scenic experience and quality of other completed and developed segments of the regional river park system.

Cost: \$7,100,000, with Administration being \$10,000, Construction being \$3,980,000, Design being \$250,000, Planning being \$50,000, Public Art being \$50,000, reclaimed water line being \$500,000, and Utility Relocation being \$160,000.

Bond Funding: \$5,000,000

Other Funding: \$2,100,000 Flood Control Tax Levy

Project Duration: Planning at 24 to 36 months, Design at 24 to 36 months, and Construction at 48 to 60 months.

Implementation Period: 3, 4, 5, 6

Project Management: Pima County Flood Control District

Future Operating and Maintenance Costs: Pima County Natural Resources, Parks and Recreation, with annual maintenance costs of \$72,250 per mile when completed.

F. Question No. 6 - Sewer System Revenue Bonds

For the purpose of paying the costs of improvements, expansions and extensions to the sewer plant and system of the County, both within and without the County, including, without limitation, additional, expanded or enhanced effluent reuse, recharge and environmental protection facilities or facilities required for regulatory compliance, additional storage and treatment facilities, pumps, conduits, pipelines, mains and all necessary rights, properties, facilities and equipment therefor, and to acquire land, interests in land and rights-of-way for such purposes and paying all expenses properly incidental thereto and to the issuance of such bonds, shall Pima County, Arizona be authorized to issue and sell sewer system revenue bonds of the County in an aggregate principal amount not exceeding \$150,000,000, to be payable solely from the revenues of the sewer system of the County?

Table 15

Projects in Question 6

<u>Project</u>	<u>Bond Allocation</u>
Rehabilitation and Repair	
6.1 Roger Road WWTP Rehabilitation	19,650,000
6.2 Miscellaneous Conveyance System Rehabilitation and Repair	12,800,000
Augmentation/Addition of Conveyance Capacity	
6.3 Santa Cruz Interceptor, Prince to Franklin	25,000,000
6.4 Roger Road WWTP to Ina Road WPCF Plant Interconnect	22,536,862
6.5 Tanque Verde Interceptor, Craycroft to Tucson Country Club	-
6.6 Marana Regional Airport Sewer Connection	393,345
Enhanced Processing-Regulatory	
6.7 Ina Road WPCF - Denitrification	17,000,000
6.8 Ina Road WPCF Central Plant and Electric Upgrade	-
6.9 Ina Road WPCF Laboratory and Office Building	-
System Treatment Capacity	
6.10 New Marana WWTP Expansion	12,406,655
6.11 Avra Valley BNROD Expansion	39,700,000
6.12 Mt. Lemmon Sewer System	513,138
Total Question 6	150,000,000

1. Specific Project Description, Scope of Work, and Location

a. Rehabilitation and Repair

6.1 Roger Road Wastewater Treatment Plant (WWTP) Infrastructure and Environmental Improvements

Location: Sweetwater Drive West of Interstate-10 near the Santa Cruz River

Scope: Portions of the Roger Road WWTP site have been in service since the early 1950s. The plant has been expanded and improved a number of times. Staff and consultant evaluations indicate that older elements of the plant are in need of either significant rehabilitation and/or replacement to maintain the existing capacity of the plant and to meet water quality permit requirements. Plant process modifications and environmental upgrades have also been recommended.

Specific project tasks will include:

Additional Odor Control Facilities: This project includes design and construction of additional onsite and interceptor sewer scrubbers, changes to the current biotower mechanical process systems, improvements to the quality of gas generated onsite, and covering of primary clarifier units, which will reduce odor production at the facility. The project also includes preliminary design and investigation of the need for supplementary items such as covering additional onsite unit processes and replacement of biotower media. Total cost of these improvements is estimated to be \$4,500,000.

Electrical Upgrade: Existing electrical equipment, such as transformers and switchgear, is old and cannot effectively be used to power current computer-controlled processes. The system is subject to high power surges which may result in damaged equipment and may be hazardous to personnel. High spikes in electrical power result in equipment failure and excessive maintenance. This project will reconstruct the main electrical service, upgrade/replace existing switching equipment, replace defective feeder lines, and maximize the production of the backup power system. Worker safety will be improved and equipment repairs/maintenance will be reduced. Both design and construction funding are included in this three phase project. The total cost is estimated to be \$4,719,000.

Biosolids Facility Upgrade: The existing six digesters (oldest 53 years) are aging and in need of rehabilitation and/or replacement. All viable options will be evaluated during the planning/preliminary design stage to select the most cost-effective and “good neighbor” approach to the treatment of the biosolids. Estimated cost: \$7,093,000 (planning, design and initial phase construction.)

Thickener Replacement: The existing gravity thickeners are not adequate to handle the thickening process during the plant turnover period, which occurs every year, and their structural degradation is extensive. New thickeners will be constructed to replace the existing gravity thickeners, thereby improving odor control, worker safety, restoring plant capacity, and reducing costs of operation and maintenance. This project includes facility design, as well as construction. Total cost is estimated to be \$2,132,000.

Overflow Basins: The existing facility has inadequate storage for temporary stormwater detention and no alternative for temporary storage of untreated wastewater flows in the event of an unforeseen equipment failure. This project will allow containment of plant emergency overflow in the event of a process failure or mechanical failure. The project consists

of concrete lined collection basins which could be used for emergency overflow, stormwater detention, or as a drying bed and/or to allow shutdown of the existing drying beds for rehabilitation. Total cost is estimated to be \$1,556,000 which includes design and construction of the new facilities.

Benefits: The Roger Road WWTP provides for treatment of approximately 60 percent of the total metropolitan area wastewater. Because of this, it is important to keep the facility in good operating condition. This allows the Wastewater Management Department to continue to provide safe, effective wastewater treatment in compliance with Federal and State environmental laws and provide increased odor control.

Cost: \$19,650,000, with Planning being \$153,116, Design being \$2,632,764, and Construction being \$16,864,120.

Bond Funding: \$19,650,000

Other Funding: None identified at this time

Project Duration: A typical component schedule is as follows - All project tasks will be sequenced so that the Roger Road WWTP can be kept in operation during rehabilitation, with Planning at 1 to 5 months, Design at 14 to 16 months, and Construction at 15 to 18 months.

Implementation Period: 1, 2, 3, 4, 5

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: These projects will reduce the maintenance expenses by \$35,000 per year allowing for increased maintenance for the remainder of the plant. The costs are paid for from Wastewater Management's budget, which is funded by user fees.

6.2 Miscellaneous Conveyance Rehabilitation Projects

Location: Projects are located throughout the Tucson Metropolitan Area

Scope: The current conveyance condition assessment projects - both the Closed Circuit TV (CCTV) and the Sanitary Sewer Inspection and Identification Program (SSIIP) - are identifying areas within the regional sewage conveyance system in need of repair, rehabilitation or replacement. It is estimated that re-lining will cost between \$200 and \$300 per linear foot to rehabilitate the larger sewers. These projects will be completed based on order of need identified by the CCTV and SSIIP evaluation projects. This funding will allow for the re-lining/replacement of approximately 5 to 6 miles of gravity conveyance lines and rehabilitation of miscellaneous associated siphon inlet and outlet chambers and manholes/junction chambers. The interceptors being examined include:

1. Santa Cruz Central; from 18th Street to Prince Road.
2. Santa Cruz East; from University Boulevard to Fort Lowell
3. Old Nogales Highway; from Hughes Access Road to Ajo Way
4. North Rillito; from Wentworth Road to Ina Road
5. Continental Ranch Pumping System; from Lambert Lane Alignment to Ina Road
6. Southeast Interceptor; from Rita Ranch to Franklin Street

7. Numerous Conveyance System siphon facilities including Alameda, Julian Wash, Tucson Boulevard at Rillito, Northwest Outfall, Golf Links, Sabino Creek, and Craycroft Road at Rillito
8. Carrillo Neighborhood Rehabilitation

The design will be done primarily by Wastewater Management engineering staff. The design, installation and/or required reconstruction work on conveyance system facilities will be achieved through several individual projects throughout the next 4 to 5 years.

Benefits: Recent experience indicates that unlined concrete sewer pipe, initially designed to last 50 years, may last only 35 to 40 years when high levels of hydrogen sulfide and corrosion are present. The Department is currently inspecting all unlined concrete pipe, as well as other older reaches of the system, in order to identify those sections of the system that have experienced deterioration and merit rehabilitation.

Planned rehabilitation of the interceptors will reduce the possibility of potential failures, and their associated liabilities, including environmental concerns and potential large regulatory fines. Emergency repairs cost 10 times more than planned repairs/rehabilitation.

Emergency and/or unscheduled maintenance costs average \$ 4,400/mile. After rehabilitation, preventive maintenance costs are \$2,000 per mile.

Cost: \$15,000,000, with Administration being \$300,000, Design being \$1,000,000, and Construction being \$13,700,000.

Bond Funding: \$12,800,000

Other Funding: \$2,200,000 from System Development Funds

Project Duration: 8 years - The overall project includes identification and prioritization of reaches of interceptors requiring rehabilitation, specification of rehabilitation work, and construction. A typical interceptor rehabilitation schedule is: Design at 12 to 18 months and Construction at 12 to 24 months.

Implementation Period: 1, 2, 3, 4, 5, 6

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: In the first year after construction, the line is structurally under warranty. Operating and maintenance costs thereafter are approximately \$2,000 per mile. The costs are paid from Wastewater Management's budget, which is funded by user fees.

b. Augmentation/Addition of Conveyance Capacity

6.3 Santa Cruz Interceptor, Prince to Franklin

Location: Located along the easterly bank of the Santa Cruz River, from downtown near Franklin Street northerly to Prince Road for a total of approximately 19,000 linear feet.

Scope: Construct a new, large diameter (66-inch and 72-inch) gravity interceptor sewer north from downtown near Franklin Street to Prince Road where it will connect to the 78-inch diameter interceptor tributary to the Roger Road WWTP. A section of the interceptor, between Grant

Road and Miracle Mile (Phase I), has been constructed in conjunction with a Flood Control bank stabilization project. This bond project provides for the installation of Phase II, approximately 11,000 linear feet, and Phase III, approximately 8,000 linear feet, and the associated construction administration.

Benefits: This project was identified in the 1990 Facility Plan. The Construction of the project will provide hydraulic relief for the Northwest Outfall Interceptor and provide needed conveyance capacity for future flows originating in the south and southeast areas of the metropolitan service area including Rio Nuevo.

Cost: \$45,305,172

Bond Funding: \$25,000,000

Other Funding: \$666,592 System Development Funds, \$19,638,580 RWRD Obligations.

Project Duration: Right-of-way negotiations are currently underway. Right-of-way is accomplished concurrently with Planning and any needed design modifications, with Design at 6 to 12 months, Right-of-way at 12 to 24 months, and Construction at 33 to 48 months.

Implementation Period: 1, 2, 3, 4

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: In the first year after construction, operating and maintenance costs are under warranty. After that period, the operating and maintenance costs would be approximately \$2,000 per mile annually, or \$8,000 for the entire 4-mile reach. The costs are paid for from Wastewater Management's budget, which is funded by user fees.

6.4 Roger Road Wastewater Treatment Plant (WWTP) to Ina Road Water Pollution Control Facility (WPCF) Plant Interconnect

Location: Within the corridor bounded on the west by Silverbell Road and on the east by Interstate-10 from Sweetwater Drive to Walker Road, as well as a location along the Rillito River between Campbell Road and Craycroft Road. Actual alignments will be determined by an initial project study.

Scope: Design, acquire easements and construct approximately 5 miles of sewer (gravity/pressure) and the associated wastewater pumping system (WWPS) and other system improvements needed to provide operational flexibility to treat tributary flows at either the Roger Road or the Ina Road treatment facilities.

The Plant Interconnect will provide the ability to divert part of the flow normally treated at the Roger Road Facility to the Ina Road Facility and vice-versa. This will allow de-activation of parts of either plant for repairs or maintenance; and allow the balancing of treatment demand with available plant capacity. Another integral component of the project is construction of a new WWPS positioned between Campbell and Craycroft, in combination with a force main crossing the Rillito River which will provide the ability/flexibility of routing flows - through the existing South Rillito interceptor/plant interconnect system - to the Ina Road Facility for treatment.

Benefits: This project was initially identified in the 1978 and 1990 Facility Plans as a future mechanism to assist in managing flows between the existing Ina Road and Roger Road treatment plants. A 12.5 mgd expansion is nearly complete at the Ina Road WPCF. The overall

goal is to use available conveyance and treatment capacity at both WWTF's to maximize the efficiency of the sewerage system.

Cost: \$42,587,885

Bond Funding: \$22,536,862

Other Funding: \$19,994,412 RWRD Obligations, \$54,052 SS-15 1997 Bonds, \$2,559 SDF.

Project Duration: Right-of-way will be acquired concurrently with Planning, Design Procurement, and Design, with Planning at 2 to 6 months, Design at 19 to 24 months, Right-of-Way at 10 to 20 months, and Construction at 26 to 40 months.

Implementation Period: 1, 2, 3, 4

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: Costs for a new two-way pumped interconnect installation, with a pump station at each end, are estimated at approximately \$140,000 per month of actual operation. The costs are paid from the Wastewater Management budget, which is funded by user fees.

6.5 Tanque Verde Interceptor, Craycroft to Tucson Country Club (Phasell)

Location: Sewer alignment along the southerly bank of the Tanque Verde Wash – from Craycroft Road to the east end of the Tucson Country Club golf course.

Scope: This project includes construction of approximately 8,500 linear feet of 36-inch diameter sewer, in conjunction with approximately 3,250 feet of soil cement bank protection.

Benefits: The Tanque Verde Interceptor: Craycroft to Tucson Country Club, a 1997 Bond Election project, called for a 36-inch diameter interceptor sewer. Even though every reasonable effort has been made to find the most cost-effective route, the resulting alignment entails a structural crossing, bank protection and additional easements along the Pantano Wash and pipe protection along the southerly side of the Tanque Verde Wash. Larger flow management structures were needed to provide a high level of safety for sewer workers and the flexibility to reroute flows to the other interceptors. These features added to the level of complexity of this project and are beyond the scope of the project's initial cost estimate. The available route is both environmentally and topographically challenging and adds to the overall cost of the project. Due to the increased complexity, additional funding is requested to augment the \$4.05 million allocated to this project in the 1997 Bond Authorization. This project is a vital component of the region's interceptor system. With the completion of this portion of the Tanque Verde Interceptor system, flows can be rerouted from the North Rillito Interceptor system to the South Rillito Interceptor system.

The monies from this bond authorization for the Tanque Verde Interceptor will be used in conjunction with funds authorized by the 1997 bond ballot to construct the project. Design is substantially completed and easement acquisition is underway. Construction will begin when funds become available.

Cost: \$9,050,000, with Administration being \$100,000, Design being \$515,000, Right-of-Way being \$3,635,000, and Construction being \$4,800,000.

Bond Funding: \$0

Other Funding:

Project Duration: Right-of-Way at 12 to 24 months and Construction at 20 to 36 months.

Implementation Period: On-Hold

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: In the first year after construction, the line is structurally under warranty. The operating and maintenance costs thereafter are approximately \$2,000 per mile per year, or \$3,000 for the entire 1.5-mile reach. The costs are paid from Wastewater Management's budget, which is funded by user fees.

6.6 Marana Regional Airport Sewer Connection

Location: Town of Marana from the airport located on Avra Valley Road to Sanders Road and the Santa Cruz River.

Scope: Design and construct a sanitary sewerage conveyance system to serve the Marana Airport and vicinity. The conveyance system is conceptually planned to consist of a gravity outfall sewer from the Marana airport west to Sanders Road, then north to a pump station on the south bank of the Santa Cruz River. Sewage would be pumped from there, through a pressure line to an existing gravity sewer serving the Honea Heights Area.

Benefits: Will assist the economic development program planned for the airport and its adjacent area.

Cost: \$2,800,000, with Administration being \$56,000, Planning being \$100,000, Design being \$444,000, and Construction being \$2,200,000.

Bond Funding: \$393,345

Other Funding: None identified at this time

Project Duration: Design at 12 to 18 months and Construction at 15 to 30 months.

Implementation Period: On-Hold

Project Management: Pima County Wastewater Management Department, in close consultation with the Town of Marana.

Future Operating and Maintenance Costs: In the first year after construction, the line is structurally under warranty. The operating and maintenance costs thereafter are approximately \$2,000 per mile per year, or \$6,000 for the entire 3-mile reach. The costs are paid from Wastewater Management's budget, which is funded by user fees.

c. Enhanced Processing-Regulatory Ina Road WPCF

6.7 Ina Road WPCF-Denitrification

Location: Ina Road at Interstate-10/Roger Road on Sweetwater Drive

Scope: The project will provide the planning and initial design for the implementation of the Regional Optimization Master Plan (ROMP).

Benefits: The ROMP objectives are: 1) developing the optimal treatment process and plan to comply with regulatory requirements to reduce nitrogen concentrations in effluent discharged from the wastewater treatment facilities; 2) master plan for foreseeable regulatory requirements; 3) determining the long-term capacity needs of the County metropolitan treatment facilities, conveyance system and outlying growth areas; 4) developing a long-term plan for treatment, handling and reuse of system bio-solids and bio-gas that is produced by the treatment process; 5) developing a detailed implementation schedule to meet regulatory implementation deadlines and the optimization master plan; 6) and developing a financial plan to support the systems regulatory and other needs for the next 15 years.

Cost: \$17,000,000, with Administration being \$340,000, Planning being \$50,000, Design being \$1,950,000, and Construction being \$14,660,000.

Bond Funding: \$17,000,000

Other Funding: None identified at this time

Project Duration: Planning at 3 to 6 months, Design at 18 to 30 months, and Construction at 34 to 48 months.

Implementation Period: 3, 4, 5, 6

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: The future operating and maintenance costs are paid from Wastewater Management's budget, which is funded by user fees.

6.8 Ina Road Water Pollution Control Facility (WPCF) Central Plant and Electrical Upgrade

Location: Ina Road at Interstate-10.

Scope: This project will supplement and continue the work involved with the overall Ina Road WPCF 12.5 million gallons per day (mgd) expansion in regard to electrical and HVAC. There are two major elements in this project. The first element is replacement of the temporary overhead on-site power system installed during the construction of the 12.5 mgd expansion with permanent underground power distribution facilities. The second element is the installation of a new central plant which will contain chillers, boilers, pumps and back-up generators for the heating and cooling of the new 12.5 mgd Biological Nutrient Removal (BNR) plant processes, buildings and the new laboratory. This project was canceled and the Bond Funding reallocated to project 6.11 Avra Valley BNROD Expansion.

Benefits: The first element of this project will install an underground in-plant distribution system with switchgear and transformers to increase efficiency of plant operations. The second element includes additional heating, cooling and pumping facilities for the new 12.5 mgd plant as well as for the proposed new laboratory, in order to provide a climate controlled environment for facilities at the new treatment train and the new laboratory.

Cost: \$0

Bond Funding: \$0

Other Funding: \$0

Project Duration: Design at 14 to 24 months and Construction at 22 to 36 months.

Implementation Period: 3, 4, 5

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: The energy costs for the existing Central plant are presently estimated at \$900,000 per year, which includes the purchase of natural gas for the generators. The cost of electrical power from an outside source for the 12.5 mgd plant is estimated at \$1,200,000 per year for a combined energy cost of \$2,100,000 per year for the Central Plant and Laboratory. The costs are paid from Wastewater Management's budget, which is funded by user fees.

6.9 Ina Road WPCF Laboratory and Office Building

Location: Ina Road at Interstate-10

Scope: This project will construct a new laboratory (and offices) at the Ina Road WPCF. The design for this project was completed in conjunction with the Ina Road 12.5 mgd expansion. This project relies upon the Central Plant and Electrical Upgrade project (#8) for heating and cooling. This project was canceled and the Bond Funding reallocated to project 6.11 Avra Valley BNROD Expansion.

Benefits: Over the last decade the number and complexity of regulatory permits has increased significantly (AZPDES and APP). This has resulted in an increased requirement for analytical tests to monitor surface water discharge, groundwater, and biosolids compliance with these permits.

Currently the Department operates an ADHS certified lab that produces the compliance information required for state and federal permits. The current laboratory performs operational and compliance testing for the Ina Road WPCF, the Roger Road WWTF, the Randolph WRF, and the 8 Outlying Treatment Facilities.

The existing laboratory facilities are currently scattered among three separate buildings and occupy space originally designated for offices. As a result, the current laboratory spaces lack adequate ventilation, power availability and the square footage required to house the necessary analytical equipment. Laboratory analyses that cannot be accommodated in-house are often sent out to contract laboratories at an additional expense.

The existing laboratory does not meet the County's increasing wastewater compliance testing needs for existing and projected future regulations. The new building will allow the laboratory to be located at a single facility as well as provide necessary office space for the Industrial Waste Group and Permitting and compliance personnel.

Cost: \$0

Bond Funding: \$0

Other Funding: \$0

Project Duration: Design funds are allocated for any required changes to the existing final design, with Design at 12 to 15 months and Construction at 24 to 36 months.

Implementation Period: 4, 5, 6

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: Costs for water service and power for lights and ventilation together with building maintenance for the facility are estimated at \$155,000 per year. The costs are paid from Wastewater Management's budget, which is funded by user fees.

d. System Treatment Capacity

6.10 New Marana Wastewater Treatment Plant (WWTP) Expansion

Location: East of Trico Road and North of Marana Road near the Santa Cruz River

Scope: This project provides an expansion of the existing Marana WWTP, including acquisition of property for the required setbacks, to provide capacity for the growth in the area, as well as produce effluent for reuse and/or recharge.

Benefits: Expanding population in the Marana WWTP service area necessitates increased wastewater treatment capacity. Wastewater flows are rapidly increasing. In cooperation with the Town of Marana, a 208 Plan was developed for the entire Marana sewer system, which includes utilizing the existing WWTF's site for an expanded treatment facility for the Northwest Marana area. The \$2 million from the 1997 Bond Authorization originally envisioned the relocation and construction of a much smaller facility. The 1997 Bond Authorization will augment the 2004 bond funds. The capacity of the Marana facility is currently 150,000 GPD. This project will expand the overall facilities treatment capacity to approximately 2 MGD on a schedule compatible with the tributary area's projected new growth. Additional acreage surrounding the plant site will be acquired to meet current setback requirements. The expansion will provide effluent for reuse, recharge and/or environmental restoration.

Cost: \$38,564,024

Bond Funding: \$12,406,655

Other Funding: \$3,454,951 SDF, \$22,702,418 RWRD Obligations

Project Duration: Right-of-way is concurrent with Procurement Design, with Design at 12 to 18 months, Right-of-Way at 10 to 20 months, and Construction at 24 to 36 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: Based on similar plants (such as the Avra Valley WWTF), costs of \$750,000 per year are estimated. The costs are paid for from Wastewater Management's budget, which is funded by user fees.

6.11 Avra Valley BNROD Expansion

Location: Avra Valley BNROD Facility, 10,000 West Snyder Hill Road

Scope: To assist in funding the design and construction of a new 4 mgd Biological Nutrient Removal Oxidation Ditch (BNROD) wastewater treatment facility.

Benefits: The increased treatment capacity will be available to meet the projected future demand for wastewater service due to the anticipated large population increase and will also produce high quality effluent. The effluent produces will be suitable for either reuse, recharge of environmental restoration in riparian areas.

Cost: \$54,322,782 Design being \$4,000,000, Land Acquisition being \$1,500,000 and Construction being \$48,822,782.

Bond Funding: \$39,700,000 This includes the original \$4,000,000 for 6.11 Miscellaneous Water Reclamation Facilities, the original \$12,000,000 for 6.8 Ina Road WPCF Central Plant and Electric Upgrade and the original \$9,000,000 for 6.9 Ina Road WPCF Laboratory and Office Building and \$5 million from the Tanque Verde Interceptor project. The Ina Road WPCF funding is being reallocated to this project because it is expected that the Santa Cruz Basin Nitrification/DeNitrification Study recently begun will provide valuable new information that will impact the future planning for the Ina Road WPCF and the planned Central Plant and Electric Upgrade and the Laboratory and Office Building.

Other Funding: \$14,622,782 (Additional System Development Funds and other funds)

Project Duration: Planning at 3 to 9 months, Design at 18 to 30 months, and Land Acquisition at 14 to 24 months.

Implementation Period: 1, 2, 3

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: There are no costs for this project until a WRF is constructed. Costs for a typical 4.0 mgd WRF with lift station are estimated at \$2 million per year. The costs are paid from Wastewater Management's budget, which is funded by user fees.

6.12 Mt. Lemmon Sewer System

Location: Village of Summerhaven along Sabino Canyon Parkway and immediate areas tributary to the existing sewer system.

Scope: To improve and expand the Mt. Lemmon WWTF and Effluent Disposal system in the area damaged in the Aspen Forest Fire of June/July of 2003 in order to better serve the needs of the greater Summerhaven area and to provide a source of reclaimed water for beneficial reuse, such as fire protection and subsequent recharge. Should this approval not be forthcoming, unneeded bond funds will be transferred to the Roger Road WWTP (Wastewater Treatment Plant) Infrastructure and Environmental Improvements Project for odor control mitigation purposes. The remaining bond funding totaling \$986,862 will be applied to 2004 Bond Project SS6.04 Roger Road WWTP to Ina Road WPCF Plant Interconnect.

Benefits: Due to the extent of the Aspen Fire damage, and the anticipated rebuilding of the Summerhaven area, it may be necessary to reconfigure and expand the entire Mt. Lemmon

public sanitary sewerage treatment system, including conveyance, treatment and effluent disposal/reuse systems. Initially the system was authorized to serve only 47 specific properties with the public sewer system and dispose of the correspondingly limited amount of effluent in a spray field to the San Pedro drainage. The impact of the fire and subsequent rebuilding of the Summerhaven area will result in a new master plan. There is also community interest in providing wastewater treatment for additional residential hook-ups in lieu of private septage disposal. The resulting development will require the expansion of the existing 12,500 gallon per day wastewater treatment facility, upgrade of the water quality treatment to meet environmental permits (AZPDES, APP and Reuse permits) and evaluation and siting of additional disposal areas.

Cost: \$521,055

Bond Funding: \$513,138

Other Funding: \$7,917 SDF

Project Duration: Planning at 12 to 15 months, Design at 18 to 30 months, Land Acquisition at 13 to 26 months, and Construction at 24 to 36 months.

Implementation Period: 4, 5, 6

Project Management: Pima County Wastewater Management Department

Future Operating and Maintenance Costs: Costs are estimated at \$575,000 per year. The costs are paid from Wastewater Management's budget, which is funded by user fees.

AS AMENDED by the Board of Supervisors of Pima County, Arizona, this ____ day
of _____, 2010.

Chair, Pima County Board of Supervisors

Attest:

Reviewed by:

Clerk, Pima County Board of Supervisors

Pima County Administrator

Approved as to Form:

Civil Deputy County Attorney

**BY-LAWS
OF THE
COMMITTEES TO IMPLEMENT THE
PIMA COUNTY WIRELESS INTEGRATED NETWORK**

TABLE OF CONTENTS

<u>Article I</u>	AUTHORITY
<u>Article II</u>	PURPOSE
<u>Article III</u>	DEFINITIONS
<u>Article IV</u>	ORGANIZATION
<u>Article V</u>	EXECUTIVE MANAGEMENT COMMITTEE RESPONSIBILITIES
<u>Article VI</u>	MEETINGS
<u>Article VII</u>	AMENDMENTS
<u>Article VIII</u>	WITHDRAWAL OPTION

**BY-LAWS
OF THE
COMMITTEES TO IMPLEMENT THE
PIMA COUNTY WIRELESS INTEGRATED NETWORK**

**ARTICLE I
AUTHORITY**

The Pima County Board of Supervisors authorized through Ordinance No. 2004-18, the Bond Implementation Plan for the May 18th, 2004 Special Bond Election, the establishment of three advisory Committees to implement the Pima County Wireless Integrated Network.

**ARTICLE II
PURPOSE**

2.1 The **Pima County Wireless Integrated Network** (hereinafter referred to as “PCWIN”) replaces the former name of the Pima County Regional Public Safety Communications System as adopted by Board action on August 3, 2004.

2.2 The purpose of the PCWIN project is to design, procure and deploy a regional public safety voice and data communications network to serve twenty fire districts, eleven police agencies, and the Pima County Office of Emergency Management and Homeland Security; and, to construct a Regional Communications Center and Homeland Security Emergency Operations Center. PCWIN will include:

- Modern, state-of-the art voice communications system with widespread on-street coverage for the majority of Pima County first responders that is scalable so that additional users, features and capacity can be added to the system as needs and resources dictate;
- High performance data communications network;
- Automatic vehicle locator technology to map the location of first responders;
- Interoperability between agencies and public safety disciplines;
- Regional Communications Center and Homeland Security Emergency Operations Center to allow for co-location of the dispatch functions of the Pima County Sheriff, Tucson Police Department and Tucson Fire Department;
- Telecommunications equipment to meet the needs of the 9-1-1 public safety answering point and administrative telephone services required to operate the planned communications center.
- Enhanced in-building radio coverage within the City of Tucson to provide penetration into multi-story and complex structures.

**ARTICLE III
DEFINITIONS**

3.1 "Public safety answering point" (PSAP) means an organization, entity, or combination of entities that have joined together to form a central answering point for the receipt, management, and dissemination to the proper responding agency, of emergency and non-emergency communications, including 911 calls, police, fire, emergency medical, and any other governmental communications.

3.2 "Bond funded participating member agencies" means public safety agencies or entities identified in Ordinance No. 2004-18. These agencies include:

Police Agencies

Marana Police Department
Oro Valley Police Department
Pascua Yaqui Police Department
Pima College Department of Public Safety
Pima County Sheriff's Department
Sahuarita Police Department
South Tucson Police Department
Tohono O'odham Tribal Police
Tucson Airport Authority Police
Tucson Police Department
University of Arizona Police Department

Pima County Office of Emergency
Management & Homeland Security

Fire Departments

Ajo/Gibson Volunteer Fire Department
Arivaca Volunteer Fire Department
Avra Valley Fire District
Corona de Tucson Fire District
Drexel Heights Fire District
Elephant head Volunteer Fire Department
Golder Ranch Fire District
Green Valley Fire District
Helmet Peak Fire District
Mt. Lemmon Fire District
Northwest Fire District
Pascua Pueblo Fire Department
Picture Rocks Fire District
Rincon Valley Fire District
South Tucson Fire Department
Three Points Fire District
Tohono O'odham Fire Department
Tucson Airport Authority Fire Department
Tucson Fire Department
Why Fire District

3.3 "Self funded participating member agencies" means agencies or entities (local, state, federal or private) that support and agree to adopt the vision and purpose of PCWIN; and that will contribute financially to support the infrastructure, subscriber equipment, system maintenance, and up-grades in order to use PCWIN resources; and who agree to accept direction from the Executive Management Committee on PCWIN resources; and enter into a binding contract pursuant to Pima County Procurement Policies to participate and use PCWIN resources.

3.4 “Public Safety Agency” means an organization or entity that responds to emergency and non-emergency calls including 911 calls, police, fire, emergency medical, and any other call for service that provides for the safety and welfare of the citizens of Pima County and all its political subdivisions enumerated by Ordinance No. 2004-18.

3.5 “Funds” means an aggregation or deposit of resources (monies) from which supplies are or may be drawn for carrying on any work, or for maintaining existence. These funds may be in form of bonds, grants, loans, or other private sources allowed by law.

3.6 “Stakeholder” means a bond-funded participating member agency, self-funded participating member agency, governmental body, person, group or business that has an investment or interest in PCWIN.

ARTICLE IV ORGANIZATION

4.1 An Executive Management Committee is established and is responsible for all decisions related to implementation of the public safety communications program and for making recommendations to the Board of Supervisors regarding bond fund expenditures and other project related matters requiring Board action.

4.1.1 Composition

The membership of the Executive Management Committee shall consist of nine multi-jurisdictional police and fire management members as follows:

- The Pima County Sheriff, Chair
- One representative from the Pima County Office of Emergency Management & Homeland Security
- One representative from each of the four largest law enforcement entities in the County
- One representative from each of the three largest fire agencies.

The Pima County Board of Supervisors shall appoint members to the Executive Management Committee.

4.1.2 Alternates

Members of the Executive Management Committee may designate up to two alternate members to represent their respective agencies in the absence of the member. The Executive Management Committee will recommend qualified alternate members to the Board of Supervisors for appointment. The Pima County Clerk of the Board of Supervisors shall notify alternate members of their appointment, and loyalty oaths will be executed in accordance with Arizona Revised Statutes requirements.

4.1.3 Member Replacement

The Executive Management Committee will recommend a qualified candidate to the Board of Supervisors for approval to fill any vacancies on the Committee. The Pima County Clerk of the Board of Supervisors shall notify new members of their appointment, and loyalty oaths will be executed in accordance with Arizona Revised Statutes requirements.

4.1.4 Chair's duties and responsibilities.

The Sheriff of Pima County shall serve as the Committee Chair. The Chair's duties and responsibilities include presiding at Committee meetings; directing the preparation of the agenda; appointing members to committees; and directing staff work for the Committee. If the Chair is unable to preside in a meeting of the Executive Management Committee, the Sheriff of Pima County shall direct his alternate to preside at the meeting.

4.2 A User Committee is established to be advisory to the Executive Management Committee.

4.2.1 Composition

Membership of the User Committee is comprised of a representative of all police and fire agencies in Pima County and participating federal and state agencies. Two Co-Chairs shall serve the User Committee. One Co-Chair from the fire discipline and one Co-Chair from the law enforcement discipline. The Co-Chairs, after initial appointment by the Executive Committee, shall serve for a period of one year and elected thereafter on or before the Annual Stakeholder Meeting.

4.2.2 Member Replacement

The Executive Management Committee will recommend a qualified candidate to the Pima County Board of Supervisors for approval to fill any vacancies on the User Committee. The Pima County Clerk of the Board of Supervisors shall notify new members of their appointment, and loyalty oaths will be executed in accordance with Arizona Revised Statutes requirements.

4.2.3 Responsibilities

In addition to other designated responsibilities, the User Committee shall act in an advisory role to the Executive Management and Technical Committees to represent the needs of the participating agencies relative to their technical, operational, and functional communications needs.

4.3 A Technical Committee is established to be advisory to the Executive Management Committee and shall develop all necessary technical analyses in support of radio system development.

4.3.1 Composition

The Executive Management Committee will recommend qualified candidates to the Pima County Board of Supervisors for appointment. The Pima County Clerk of the Board of Supervisors shall notify new members of their appointment, and loyalty oaths will be executed in accordance with Arizona Revised Statutes requirements. A Chair shall serve the Technical Committee. The Chair, after initial appointment by the Executive Committee, shall serve for a period of one year and be elected thereafter on or before the Annual Stakeholder Meeting.

4.3.2 Member Replacement

The Executive Management Committee will recommend a qualified candidate to the Pima County Board of Supervisors for approval to fill any vacancies on the Technical Committee. The Pima County Clerk of the Board of Supervisors shall notify new members of their appointment, and loyalty oaths will be executed in accordance with Arizona Revised Statutes requirements.

4.3.3 Responsibilities

In addition to other designated responsibilities, the Technical Committee shall act in an advisory role to the Executive Management and User Committees to specify system components that will comply with all actual and pending national standards for such systems and that will result in the development and implementation of systems that will meet the technical, operational and functional requirements of the participating agencies.

ARTICLE V EXECUTIVE MANAGEMENT COMMITTEE RESPONSIBILITIES

The Executive Management Committee responsibilities include the following:

- To develop, sustain, and promote the regional vision of the project,
- To develop and implement a strategic business plan,
- To develop technical, operational and functional requirements complying with the Board of Supervisor mandate for the PCWIN that shall include system performance specifications that will comply with all actual and pending national standards for such systems,

- To develop planning, operating and maintenance plans that detail how a single, unified, regional communications system will be created, managed, operated, and funded,
- To oversee budget issues,
- To make recommendations to the Pima County Board of Supervisors regarding bond expenditures, project budget, project scope, personnel, contracts and other matters,
- To actively pursue additional funding for the project,
- To develop a public relations strategy and take an active role in public relations,
- To help educate the community, the users, and political leaders,
- To oversee program management,
- To develop and secure appropriate intergovernmental agreements,
- To act, as necessary, for all other matters in the administration of the project,
- To make semi-annual reports to the County Administrator,
- To develop and implement practices, procedures, protocols and requirements for Self-Funded Agency Member participants,
- To implement a long term management plan upon successful completion of the bond project,
- To attend Board meetings,
- To establish the responsibilities of the Technical and User Committees to augment those defined by the Board of Supervisors and these By-Laws,
- And to comply with all statutes and ordinances.

ARTICLE VI MEETINGS

6.1 Meetings of the Executive Management Committee may be called by the Chair or by a majority of the Committee. The Executive Management Committee shall schedule an Annual Stakeholder Meeting.

6.2 Meetings of the User and Technical Committees shall be called by their respective Chairs. A meeting place and meeting time that promotes the largest membership attendance shall be considered.

6.3 All members shall observe meeting decorum. The most current edition of Robert's Rules of Order may be used as a guide to appropriate parliamentary protocol.

6.4 All meetings will be conducted in accordance with Arizona Open Meeting laws. The User and Technical Committees shall appoint one of its members to serve as secretary, who shall record all meetings and maintain the records of all meetings.

6.5 Meeting agenda items shall be established and appropriately noticed and published.

6.5.1 The Executive Management Committee shall have agenda items approved by the Chair. An agenda item may also be introduced onto the agenda by the concurrence of three Committee members.

6.5.2 The User Committee shall have agenda items approved by one Co-Chair. An agenda item may also be introduced onto the agenda by the concurrence of three Committee members.

6.5.3 The Technical Committee shall have agenda items approved by the Chair. An agenda item may also be introduced onto the agenda by the concurrence of three Committee members.

6.6 Meeting notifications for all regular meetings shall be made no less than ten (10) calendar days prior to the scheduled meeting. Committee members shall have no less than two (2) business days to comment on the proposed agenda items before the agenda is approved by the respective Chair. Notice shall be made to all bond and self-funded participating member agencies after the agenda is finalized. A minimum of 24-hour public notice is mandatory.

6.7 Quorums

6.7.1 The Executive Management Committee shall require seven members to constitute a quorum. Five (5) affirmative votes are required to pass an item.

6.7.2 The User Committee shall utilize a simple majority of the membership as a quorum. A simple majority of the quorum is required to pass an item.

6.7.3 The Technical Committee shall utilize a simple majority of the membership as a quorum. A simple majority of the quorum is required to pass an item.

6.8 Voting

At all Committee meetings, each appointed member shall have one vote. In the member's absence one appointed alternate representative may exercise one vote on behalf of the appointed member. Proxy votes are not permitted.

ARTICLE VII AMENDMENTS

These By-Laws may be altered, modified, amended, repealed or added to by an affirmative vote of not less than six members of the Executive Management Committee.

ARTICLE VIII WITHDRAWAL OPTION

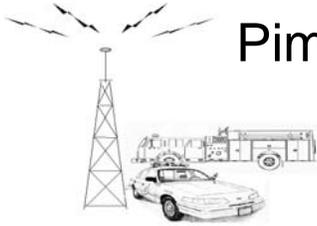
8.1 Bond funded participating member agencies have been identified as the initial recipients of service under this communications network bond project. Recognizing the need for flexibility, environmental, fiscal and political change participating bond-funded member agencies may withdraw from the services provided by the network.

8.1.1 The participating agency chief executive officer shall request, in writing and on agency letterhead, the desire to be removed from this service.

8.1.2 The Executive Management Committee shall make the appropriate recommendation to the Pima County Board of Supervisors for action.

8.1.3 The Pima County Board of Supervisors, acting on recommendation of the Executive Management Committee, may determine that it is in the best interest of the project to reinstate an agency that has previously withdrawn. In forming its recommendation to the Board of Supervisors, the Executive Management Committee shall consider the financial, technical, operational, functional, and administrative impacts on the project as well as any other relevant factor.

8.2 The provisions of this Article shall be superseded by any Intergovernmental Agreement or contract executed between Pima County and a bond funded participating member agency.



Pima County Wireless Integrated Network

Executive Management Committee

Chief Daniel Sharp, Chair
Oro Valley Police Department

Chief Douglas Chappell, Vice-Chair
Drexel Heights Fire District

Clarence W. Dupnik, Sheriff
Pima County Sheriff's Department

Chief Roberto Villaseñor
Tucson Police Department

Chief Joseph Delgado
Tohono O'odham Tribal Police

Chief Anthony Daykin
University of Arizona Police Department

Chief Jim Critchley
Tucson Fire Department

Chief Mike Brandt
Northwest Fire District

Mr. Mike Hein
Pima County Office of Emergency
Management & Homeland Security

Alternate Members

Pima County Sheriff's Department
Bradley J. Gagnepain (1st Alternate)
Charles P. Wilson (2nd Alternate)

Tucson Police Department
Sharon Allen (1st Alternate)
Tony Aeilts (2nd Alternate)

Oro Valley Police Department
Larry Stevens (1st Alternate)
Jason Larter (2nd Alternate)

Tohono O'odham Tribal Police
Charles Hangartner (1st Alternate)

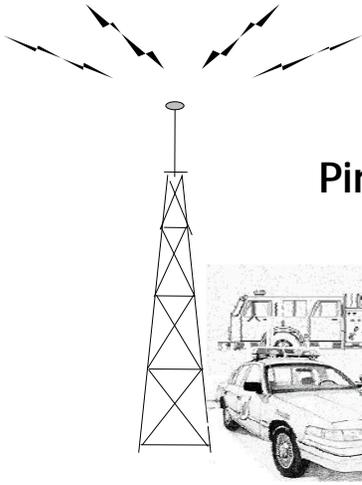
**University of Arizona Police
Department**
Bob Sommerfeld (1st Alternate)
Keith Brittain (2nd Alternate)

Tucson Fire Department
Dave Ridings (1st Alternate)
Patrick Quinn (2nd Alternate)

Northwest Fire District
Paul Wright, Jr. (1st Alternate)
Albert R. Pesqueira (2nd Alternate)

Drexel Heights Fire District
Steven Campbell (1st Alternate)
Dane Crouse (2nd Alternate)

**Pima County Office of Emergency
Management & Homeland Security**
Jeff Guthrie (1st Alternate)



Pima County Wireless Integrated Network

PCWIN Cooperative

Business Plan

September 2012

Pima County Wireless Integrated Network
33 N. Stone Avenue, Suite 1810 • Tucson, AZ 85701



This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security.

Table of Contents

Executive Summary.....	1
Purpose of PCWIN	1
PCWIN Project Background.....	1
PCWIN Cooperative Overview	2
Business Plan Purpose	3
PCWIN Costs.....	3
Transition to the PCWIN Cooperative	4
Support Overview.....	4
Introduction.....	5
PCWIN Cooperative – Key Concepts.....	8
PCWIN Board of Directors	8
Voting	9
PCWIN Executive Committee	9
PCWIN Executive Director.....	9
Managing Members	10
Operations Working Group.....	11
Technical Working Group	11
Members and Participants	12
Radio System Overview.....	15
Coverage	15
Interoperability.....	17
Redundancy	17
Capacity.....	18
Maintenance	18
Radio Programming.....	18
PCWIN Cooperative Goals – FY13 and14	20
Annual Operating & Maintenance Cost Projections	21
Projected Annual Membership Fees.....	22
Appendix A – PCWIN Intergovernmental Agreement (IGA)
Appendix B – PCWIN Cooperative Governance Document
Appendix C – Participating Public Safety Agencies

Appendix D – 5 Year Annual Cost Projection.....

Executive Summary

Purpose of PCWIN

PCWIN is a state-of-the-art digital trunked radio communications system designed to provide public safety grade radio communications throughout Pima County. The system is based on the Telecommunications Industry Association P25 standard for interoperable communications, supported by multiple public safety industry associations, and will provide participating agencies and first responders with:

- Improved support for public safety operations with significant improvements, such as real-time, on-demand, automatic countywide communications that expands the service areas for all users;
- Enhanced in-building communication in major population centers, particularly within the City of Tucson to meet the demanding needs of firefighters and law enforcement;
- System capacity to support routine, peak and emergency traffic that relieves the overcrowding that now exists;
- Interagency and interdisciplinary interoperable communications with other member agencies;
- Improved dispatch center communications with field subscriber units including increased coverage in hard-to-reach places;
- Options for interconnections with state and federal communication systems for interoperability with external public safety service providers;
- New subscriber unit equipment with expanded radio features for improved safety of first responders;
- Improved system reliability designed to survive weather or emergency conditions, through the use of redundant equipment, hardened facilities, and backup power; and,
- Cost effective system maintenance, radio programming, and support services.

PCWIN Project Background

In December 2003, public safety entities in Pima County joined in a collaborative effort to present a plan for a regional public safety communications system to the Pima County Board of Supervisors. The plan for the new system was subsequently approved by the voters and Pima County was authorized to issue bonds for the development, procurement, implementation, and management of the Pima County Wireless Integrated Network

(PCWIN). The Bond Implementation Plan assigned responsibility for implementing the program to the PCWIN Executive Management Committee (EMC).

The regional effort is now poised to deliver on the promise of improved, cost effective public safety radio communications services. Construction of the PCWIN system is an ongoing effort and the project is nearing completion. User transition to the new system is scheduled to begin in December 2013. To support the transition to the new system, the EMC commissioned development of a functional governance model for the ongoing operation of the system and this update to the PCWIN Business Plan.

PCWIN Cooperative Overview

As the PCWIN construction activities near completion, a functioning governance organization is necessary to sustain the operational aspects of PCWIN. To plan accordingly, the EMC established a working group to review various governance organizations throughout the nation and establish a baseline model that best fits the PCWIN situation.

To further support the effort, the EMC contracted with the consulting firm of Buford Goff & Associates, Inc. (BGA) to facilitate the development of governance documents. BGA has extensive experience in this area, having assisted many states and other large regional programs in the development of their governance models and organizations.

After review of the strengths and weaknesses of the various structures, the group selected a Cooperative organization to support the ongoing operation for the PCWIN. This type of structure has many benefits for PCWIN, including open collaboration for decision making, transparency into budget development, and a fair and equitable cost allocation. Through collaborative efforts and the sharing of common resources, the approach provides mutual benefits to the participating parties. The Cooperative structure is consistent with industry best practices and is the best method to operate, maintain, sustain, improve and finance PCWIN.

The Cooperative organization consists of a Board of Directors, Executive Committee and an Executive Director. To ensure representation and opportunity for all participants, the Board of Directors is comprised of a representative from each Member, with each Member having one (1) vote. Any Member can bring an item to the Board of Directors for consideration. Appendix C contains the initial list of participating public safety agencies.

To manage the Cooperative functions the Board of Directors appoints a seven (7) member Executive Committee with representatives from Pima County, the City of Tucson, and other persons nominated by Member entities. This Committee reviews Cooperative activities and

proposals, sets Board agendas, and manages Executive Director’s activities. Finally, the Executive Director manages the administration of the Cooperative, including the establishment of working groups as necessary to address any issues affecting the Cooperative or its Membership.

Operations and maintenance activities, and any special projects, are funded through the establishment of an annual operating budget as approved by the Board of Directors. The Executive Director prepares budgets, five (5) year forecasts, and fund balance reports for presentation to the Executive Committee and the Board of Directors each November. Approved budgets are used to develop the rates or the Annual Membership Fees of the Cooperative.

Business Plan Purpose

The purpose of the PCWIN Cooperative Business Plan is to clearly communicate the business goals and objectives, cost projections, financial activities, and administrative items to the Membership and stakeholders of the PCWIN Cooperative. This document is consistent with and satisfies the philosophy, policy and objectives by which the PCWIN Project was envisioned and implemented. The PCWIN Cooperative Business Plan is intended to be a living document, the content of which will be revised annually by the Executive Director and submitted to the PCWIN Board of Directors for approval and adoption. This Business Plan (PCWIN Cooperative Business Plan August 2012) represents a recommended plan from the EMC to the future PCWIN Cooperative Board of Directors as established by the PCWIN Intergovernmental Agreement (Intergovernmental Agreement to Operate, Maintain, Sustain, Improve and Finance the Pima County Wireless Integrated Network).

PCWIN Costs

PCWIN’s construction and implementation costs of approximately \$64,000,000 have been addressed by the County’s bond referendum of 2004. Additionally, the PCWIN Project will supply over 7,000 subscriber units to participating agencies within Pima County to ensure all participating first responders are properly equipped and trained to maximize the benefits of the new system. Beginning in FY13/14, participating agencies will be expected to fund PCWIN’s ongoing operation and maintenance expenses on a per-subscriber basis as detailed in Table 1. Members will begin paying annual membership fees when they begin receiving benefit of radio communication services.

	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18
MONTHLY SUBSCRIBER RATE	\$ 29	\$ 29	\$ 36	\$ 36	\$ 36

Table 1: Projected Monthly Subscriber Unit Rates

Transition to the PCWIN Cooperative

The EMC is responsible for project construction, business plan development, establishment of governance, and transitioning PCWIN to operations. As the PCWIN Project approaches its "Go-Live" date of January, 2014, the EMC's responsibilities will begin to ramp down and those of the newly formed PCWIN Cooperative organization will begin to ramp up. The Cooperative is expected to assume responsibility for operational planning in January 2013.

Each city, town, state, federal, Indian community, fire district or other separately constituted public entity that provides public safety services within Pima County will have an opportunity to join the PCWIN Cooperative and have representation in matters that affect the operation, maintenance, improvement and financing of PCWIN going forward. Key dates on the PCWIN transition timeline are shown in Table 2.

January, 2013	Intergovernmental Agreement (IGA) adopted by EMC Members
February, 2013	Initial Meeting of the PCWIN Board of Directors
May, 2013	Selection of the PCWIN Executive Director
July, 2013	First Year Annual Budget Approval
January, 2014	PCWIN "Go-Live" - Agency Transition Begins
April, 2014	Transition Complete - All Members Live on PCWIN

Table 2: Key Dates for Transition

Support Overview

As Administrative Managing Member, Pima County will be responsible for conducting business on behalf of the membership, including day-to-day management of the Cooperative organization and finances.

The PCWIN will be supported to specific service levels as defined by the Cooperative. The Network Managing Member, Pima County will be responsible for management and programming of the Network electronics, in collaboration with operations and technical workgroups.

Maintenance Providers will provide technical support for the Network components and the subscriber units. The City of Tucson and Pima County will initially be designated as Maintenance Providers. The Board of Directors may also authorize third parties to provide support for subscriber equipment.

Introduction

The PCWIN Bond Implementation Plan assigned responsibility for implementing the program to the PCWIN Executive Management Committee (EMC). The EMC is responsible for PCWIN construction, business plan development, formation of governance, and transitioning PCWIN to the post implementation operational environment.

The EMC reviewed several governance models currently in use throughout the country and determined that a Cooperative model, similar to the Phoenix Regional Wireless Cooperative model, represented the best template from which to start the development of the PCWIN governance documents.

In April, 2012, the EMC approved the selection of the consulting firm Buford Goff & Associates, Inc. (BGA) to assist the EMC with the development and adoption of a governance organization that would provide for the ongoing sustainability of PCWIN. BGA has extensive experience in the development of governance models and business plans for multiple statewide and regional public safety wireless programs. Under the advisement of PCWIN Project Sponsor, and in coordination with BGA, the EMC formed the PCWIN Governance Working Group and charged the group with:

- Developing the appropriate Intergovernmental Agreement (IGA) and Governance Document for use by the PCWIN Cooperative;
- Updating the PCWIN Business Plan to reflect the proposed governance structure and the concepts contained in the IGA and the PCWIN Governance Document.

The PCWIN Governance Working Group was led by the PCWIN Project Sponsor, Captain Paul Wilson of the Pima County Sheriff's Department, and was composed of the eleven individuals listed in Table 3.

PCWIN GOVERNANCE COMMITTEE MEMBERS	
Mike Hein	Pima County, Emergency Management
David C. Azuelo	City of Tucson, Police
Sharon Allen	City of Tucson, Police
Stella Bay	Pima County Community College, Police
Doug Chappell	Drexel Heights Fire (Fire Districts/Dispatch)
Randy Karrer	Golder Ranch Fire (Northwest Consortium)
Jayne Kahle	Picture Rocks Fire District
Chuck Kmet	Tohono O'odham Emergency Management

Dave Ridings	City of Tucson , Fire
Larry Stevens	Town of Oro Valley, Police
Paul Wilson	Project Sponsor
SUPPORTING PERSONNEL	
Silvia Amperano	City of Tucson, Finance
Thomas Benavidez	Benavidez Law Group, (representing various fire districts)
Lionel Bittner	Pima County, Information Technology
Rick Brown	Pima County, Information Technology
Tom Burke	Pima County, Finance and Risk Management
Anthony Casella	Pima County, Information Technology
Mallory Denzler	City of Tucson Police
Christopher Ferko	City of Tucson, Information Technology
Joe Gullota	City of Tucson, Fire
Kelley Gottschalk	City of Tucson, City Manager's Office
Jonathan Jantzen	Tohono O'odham Nation, Attorney General
Lisa Judge	City of Tucson, City Attorney's Office
Tony Larrivee	City of Tucson, Facilities and Communications Maintenance
Ron Lewis	City of Tucson, Facilities and Communications Maintenance
Greg McNeil	City of Tucson, Information Technology
Marc Natelsky	Pima County, County Attorney's Office
DJ Parslow	City of Tucson, Information Technology
Kathleen Robinson	City of Tucson, Police
Tobin Rosen	Town of Oro Valley, Town Attorney
Mike Sacco	Pima County Sheriff Department
Aaron Shepherd	Pima County, Information Technology
Angela Spencer	City of Tucson, Police

Table 3: PCWIN Governance Committee

The Governance Working Group conducted multiple day-long work sessions from May, 2012 through August, 2012. Twenty-two (22) additional personnel from Pima County, the City of Tucson, the Tohono O’odham Nation, and surrounding jurisdictions were called upon to aid the Working Group in its deliberations (listed above as supporting personnel). Executive personnel in the areas of legal, information technology, radio shop maintenance, finance and accounting contributed to the development of the Working Group’s work products. Several revisions of each work product were developed and distributed to the Working Group for review and comment. All document revisions, along with meeting minutes, and the committee’s work papers were posted to a secure website which all Working Group members and contributors had access.

The PCWIN Cooperative builds upon the requirements of the Bond Referendum documents, is consistent with industry best practices, and has been tailored to the needs of the public safety organization entities in Pima County. Appendices A and B to this document contain the Intergovernmental Agreement (IGA) and the PCWIN Cooperative Governance Document that were developed as a result of the Governance Working Group's efforts. These two documents contain the supporting detail for the key concepts discussed in this document and are used as reference documents for the 2012 PCWIN Cooperative Business Plan.

The Governance Committee submitted the Intergovernmental Agreement and the PCWIN Cooperative Governance Documents to the EMC for adoption. The EMC has further recommended these documents for consideration by potential members to the PCWIN Cooperative. The next steps are execution of the IGA by the various members who will be participating as full members of the PCWIN Cooperative, creation of the Cooperative Board of Directors, and the engagement of the Cooperative's Executive Director.

PCWIN Cooperative – Key Concepts

The Cooperative is formed for the purpose of using best efforts through cooperation and sharing of common resources, for the mutual benefit of all parties to operate, maintain, sustain, improve, and finance the PCWIN. The governing principles defined in the PCWIN IGA set forth a structure that will promote participation of all member agencies in the decisions affecting their mission critical communications services of the Cooperative. Entities become members of the Cooperative by executing the PCWIN IGA which defines rights, roles and responsibilities of members related to operating, maintaining, sustaining, improving and financing the PCWIN.

This section contains an overview of the key concepts contained in the PCWIN IGA and the PCWIN Governance Document. Refer to those documents for further detail. Also, a PCWIN Governance Quick Reference Guide is shown in Figure 2.

PCWIN Board of Directors

The PCWIN Board of Directors is the overarching governing body responsible for setting strategic direction, policy formation, financial oversight, and the ongoing viability of the PCWIN Cooperative. Each Member organization of the PCWIN Cooperative will have a voting Representative on the Board of Directors. The Board of Directors is responsible for the following:

- To develop, sustain, and promote the vision and guiding principles of the Cooperative;
- Act on business and policy matters relevant to the Cooperative;
- To review and approve the annual PCWIN Cooperative Business Plan;
- To review and approve the annual PCWIN Operating Budget;
- Establish Capital Funds and Special Assessments on behalf of the Membership as required;
- To review and approve policy recommendations as appropriate;
- To appoint members of the Executive Committee;
- To establish the responsibilities of the Executive Director;
- To authorize and review an annual financial audit or review;
- To comply with all statutes and ordinances.

Voting

Voting rights are afforded to all PCWIN Cooperative Members through their Representative on the Board of Directors. Each Member organization will have one vote and the Board of Directors will utilize a numerical vote which will require a majority to carry a motion. If necessary, a weighted vote based on subscriber unit count, will be utilized to decide business matters. Any matter requiring a weighted vote must also pass a numerical vote. Matters that cannot be resolved through the voting process will be subject to mediation.

PCWIN Executive Committee

The Executive Committee is a seven member committee that is appointed by the Board of Directors and serves in advisory capacity to the Board and the Executive Director. Members of the Executive Committee are executive level members of police, fire, technology, maintenance organizations, and an Indian Community or at-large member. The Executive Committee is responsible for:

- Advising the Board of Directors and the Executive Director on matters of relevance to the Cooperative;
- Reviewing all proposals, recommendations, financial reports, and system performance reports prior to submittal to the Board of Directors;
- Establishing Board of Directors meeting agendas;
- Vetting policies and procedures;
- Other duties as assigned by the Board of Directors.

PCWIN Executive Director

The PCWIN Executive Director will be an at-will employee of Pima County and will be a non-voting member of the Board of Directors and of the Executive Committee. The primary responsibility of the Executive Director will be to ensure that the Cooperative's Guiding Principles of representation, participation, transparency, system sustainability, and equitable cost allocation are evident in all aspects of the Cooperative. The Director will serve as the Cooperative's liaison to the Maintenance Providers to ensure that Service Level Agreement (SLA) metrics are being met, to resolve service delivery complaints, mediate contract disputes with suppliers, and enforce operational policies approved by the Board of Directors. The Director will be the Cooperative's ambassador to the community and will represent the Cooperative's membership on all matters relative to PCWIN. The Director's office will be responsible for providing administrative support for the Board of Directors, the Executive Committee, and the Working Groups.

The PCWIN Executive Director is expected to be an executive level employee, capable of working with Elected Officials and County, City, and Indian Community Executives. The

Executive Director will be expected to engender trust and build consensus among all parties. The primary responsibilities of the Executive Director are as follows:

- To oversee all administrative aspects of the Cooperative;
- To oversee financial transactions of the Cooperative;
- To actively pursue additional funding for the sustainability of PCWIN;
- To develop a public relations strategy and take an active role in public relations;
- To help educate the community, PCWIN users, and political leaders about issues of relevance to the Cooperative;
- To develop and secure appropriate intergovernmental agreements;
- To assemble the Operations Working Group and Technical Working Group and task each work group appropriately;
- To maintain an awareness of advances in technology, national trends, best practices relative to radio communications.
- Represent the interests of all members of the Cooperative; and
- Function as an advisor to the Board of Directors and Executive Committee

Managing Members

Managing Members are Member organizations that provide a service, or collection of services, to the Cooperative in lieu of a third party. The types of administrative and maintenance providers contemplated by the PCWIN Governance Document are as follows:

Administrative Managing Member - Pima County will serve as the Administrative Managing Member for the Cooperative and will be responsible for conducting business on behalf of the membership, including day-to-day management of the Cooperative organization and finances. As the Administrative Managing Member, the County will be responsible for collection of all Annual Membership Fees, disbursement of funds as approved by the Board of Directors, financial reporting, entering into legal agreements on behalf of the Cooperative, and employing the Executive Director and administrative staff.

Network Managing Member - Pima County, with collaboration from the Operations and Technical Workgroups, will function as the Network Managing Member and is responsible for management and programming of the Network electronics, coordination of the maintenance activities, and reporting of Network performance.

Maintenance Providers - The City of Tucson and Pima County will both function as Maintenance Providers. As such, both the City and County will retain their existing radio shop staffs and facilities. They will provide technical support their respective portions of the system and will provide subscriber unit programming and maintenance services as assigned by the Cooperative.

Operations Working Group

Each Member organization of the Cooperative can appoint up to four (4) Representatives, one each from police, fire, and municipal user departments, to the Operations Working Group (OWG). One representative from each Communications Center operating on the Network can also be appointed to the OWG. The OWG will function in an advisory capacity to the Executive Director and is responsible for the following activities:

- To recommend to the Executive Director policies and procedures required for consistent, reliable, and coordinated use of PCWIN;
- To recommend to the Executive Director policies and procedures for the efficient and effective management of grants to support the PCWIN Network;
- To develop recommendations to the Executive Director regarding the planning of operational exercises and annual events utilizing PCWIN;
- To develop recommendations to the Executive Director for the purchase and use of equipment relative to PCWIN;
- To review applications for membership submitted by potential members for operational impact to PCWIN;
- To coordinate with and support the Technical Working Group as necessary.

Technical Working Group

Each Maintenance Provider authorized by the Board of Directors may have up to three (3) representatives from their respective technical support teams as members of the Technical Working Group (TWG). The TWG shall be responsible for addressing all technical, architectural and engineering issues and maintaining Board of Director approved policies and procedures for the technical operation and maintenance of the Network. The Technical Working Group is assembled by the Executive Director and has the following responsibilities:

- To evaluate and plan for new equipment and technologies;
- To evaluate system performance and configuration with applicable recommendations for improvement;

- To develop and maintain standards, procedures, and processes for equipment usage;
- To review reports for service providers regarding system performance;
- To review applications for membership submitted by potential members for technical impact to PCWIN; and
- To coordinate and support the Operations Working Group as necessary

Members and Participants

Members are defined as entities that execute and become a party to the PCWIN Intergovernmental Agreement to operate, maintain, sustain, improve, and finance the Cooperative. All city, town, state, federal, Indian community, fire district or other separately constituted public entity that provides public safety services are eligible for Membership. Members are represented on the Board of Directors and have voting rights. Those entities eligible for initial membership are as defined in the 2004 Bond Ordinance as participants in the PCWIN project.

One of the objectives of PCWIN is to expand the user base for improved interoperability and the operational benefits that result, and to help make the system as cost effective as possible to operate on behalf of all Members. Therefore, additional members may be admitted upon Board of Director's approval of their application for membership, and the subsequent execution of appropriate Cooperative agreements. Each applicant will undergo an evaluation to assess the potential operational and technical impact to the Cooperative.

Similarly, accommodations for improvement to interoperability for Public Safety Service and Emergency Medical Service Participants have been made as well. Participants are defined as non-member, non-voting agencies and organizations that are authorized by the Board of Directors to use PCWIN to provide public safety or emergency medical services. Participants will be required to execute a Business Partnership Agreement with the Cooperative. Consideration for participation by the Board of Directors will include assessing the benefits and impact to the Cooperative, with the highest priority to maintaining service for public safety entities.

Cooperative Organization and Operational Associations

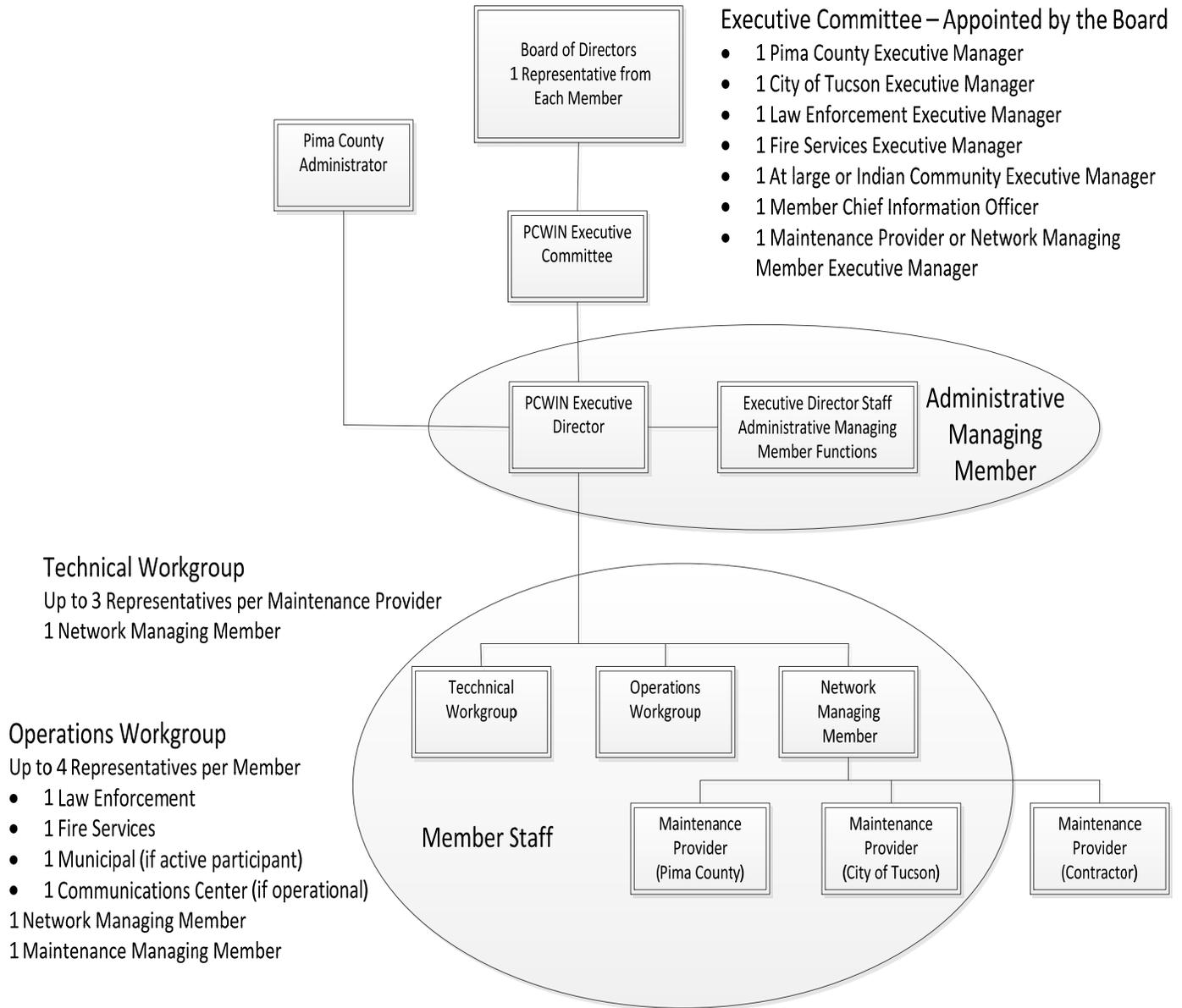


Figure 1: PCWIN Cooperative Structure

PCWIN Governance Quick Reference Guide

8/29/2012

Member/Participant Description	Committee Membership/Voting Rights				Fees
	Board of Directors	Executive Committee	Operations Work Group	Technical Work Group	
Member					Yes
Any city, town, county, state, federal, Indian nation, fire district or other separately constituted public entity that provides public safety services and becomes a party to the IGA.	1 Member 1 Representative 1 Vote Numerical vote based on majority of a quorum Weighted vote based on majority of numerical vote and affirmative vote of members representing 80% of weighted votes of the members voting	1 City of Tsn Rep 1 County Rep 1 Law Enf Rep 1 Fire Rep 1 Indian Community /At Large Rep 1 CIO 1 Network/Maint Managing Member Rep Representatives of a single member cannot form a majority	Up to 4 reps per member (1 for each type of user on the system - police, fire, public works, dispatch) Staff working group. No specific quorum or voting rights established. Decisions are by consensus.	Up to 3 reps per Maintenance Provider from their technical staff. Working group is chaired by a member of the Network Managing Member. Staff working group. No specific quorum or voting rights established. Decisions are by consensus.	Member partners share O&M costs.
Participants					
Associate Participant	None	None	1 Rep per Associate Participant		Yes
A non-member agency or organization sponsored by a Member who is authorized by the BOD to use the network to support an existing member's public safety mission.					Fees are paid by the sponsoring member. Sponsor may have arrangements to recover costs from the Associate.
Conditional Participant	None	None	None	None	No
A non-member agency or organization authorized by the BOD to temporarily use the network for special preplanned events, tactical situations or emergency circumstances.					Temporary authorization to use the network for mutual aid or interop only. Primary communications are provided by other means.
Emergency Medical Service Participant	None	None	1 Rep per EMS Participant	None	Yes
A non-member EMS provider authorized by the BOD to use the network to provide EMS services.					Use of network is to support primary communications needs of the applicant.
Interoperability Participant	None	None	None	None	No
A non-member public safety services agency authorized by the BOD to use the network for mutual aid and/or interoperability purposes.					Intermittent use of network for mutual aid or interop only. Primary communications are provided by other means.
Public Safety Service Participant	None	None	1 Rep per Public Safety Services Participant	None	Yes
A non-member law enforcement, fire, emergency management and disaster preparedness service provider authorized by the BOD to use the network for purposes of providing public safety services.					Use of network is to support primary communications needs of the applicant.
Open Meeting Law Applicability	Yes	Yes	No	No	

Figure 2: PCWIN Governance Quick Reference Guide

Radio System Overview

PCWIN offers improved radio service features, reliability and coverage. Currently, there are varying levels of radio service throughout the county. Agencies are using trunked systems and conventional systems. Geographic coverage is insufficient in some cases and in-building coverage is limited. Interoperability between some organizations is dependent on console patches or radio sharing. The PCWIN system is designed to ameliorate these problems and offer a level of voice radio service not previously known in the community.

The PCWIN system is a P25 Phase II Digital 800 MHz system that incorporates simulcast and trunking technology. The system provides the participating agencies with the highest level of interoperability possible. Control channel gateways provide opportunity to interconnect the PCWIN radio system with other state and federal systems for interoperability. The trunked system is augmented by simplex channels and digital vehicular repeaters (DVRs) to meet the demanding communications requirements for fire ground and police tactical communications.

The PCWIN radio system was designed to meet the demanding needs of the area's public safety agencies. Needs were determined through a comprehensive user needs assessment.

The system is being implemented in two phases. Phase 1 consists of twenty-three (23) radio sites with the associated backbone systems that connect the sites into a Network. The second phase includes construction of two (2) additional communications sites on the Tohono O'odham Nation to provide the widespread coverage desired. Phase II requires the approval of the Nation and other affected parties which has not yet been granted.

Coverage

PCWIN benefits all of the participating agencies by providing greatly improved radio service coverage. The radio systems operated by the individual agencies today have specific, limited coverage characteristics typically designed to provide coverage within their service areas. In some cases, service area growth has outpaced radio system expansion and results in poor or no radio coverage in new service areas. The PCWIN radio system provides countywide coverage for all participants. This significantly improves radio coverage for all agencies, and provides a mechanism for responders to communicate with their dispatch support and other responders when travelling outside their current service area.

The system is designed to provide reliable communications anywhere within the entire coverage area. In-building portable coverage and mobile coverage is provided as shown, with the goal of providing coverage with minimum dead spots or areas with no radio coverage. Figures 3 and 4 show the predicted coverage for portable and mobile units for Phase 1. Figure 5 shows the expanded Phase 2 mobile coverage if the additional Phase 2 sites are added.



Figure 3: PCWIN Phase 1 Portable Coverage Map

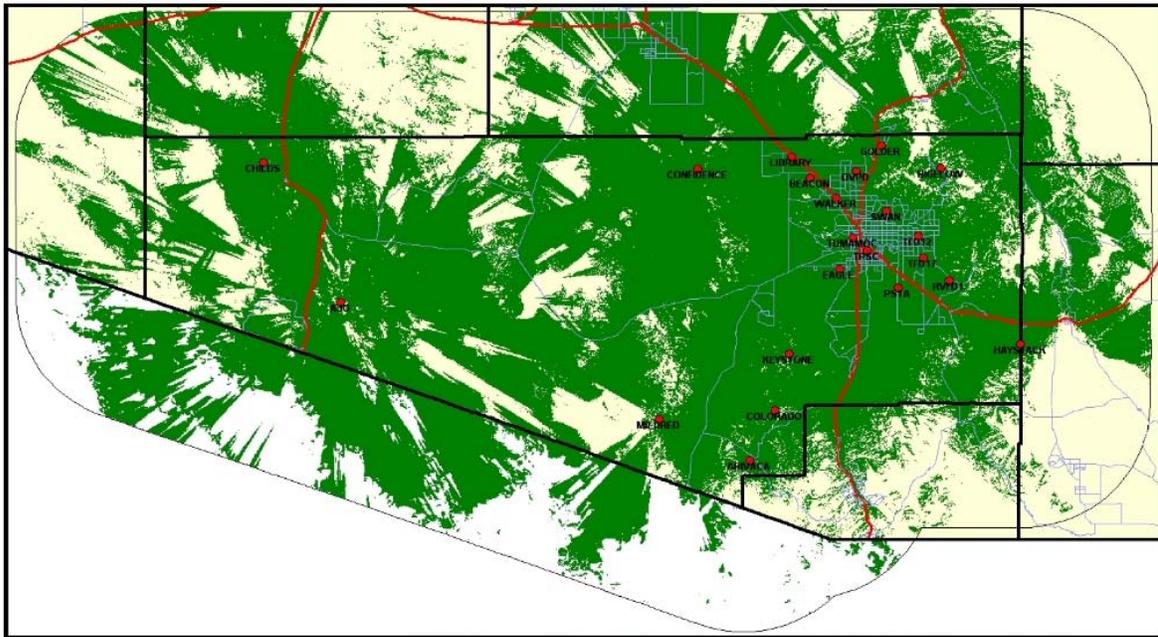


Figure 4: PCWIN Phase 1 Mobile Coverage Map

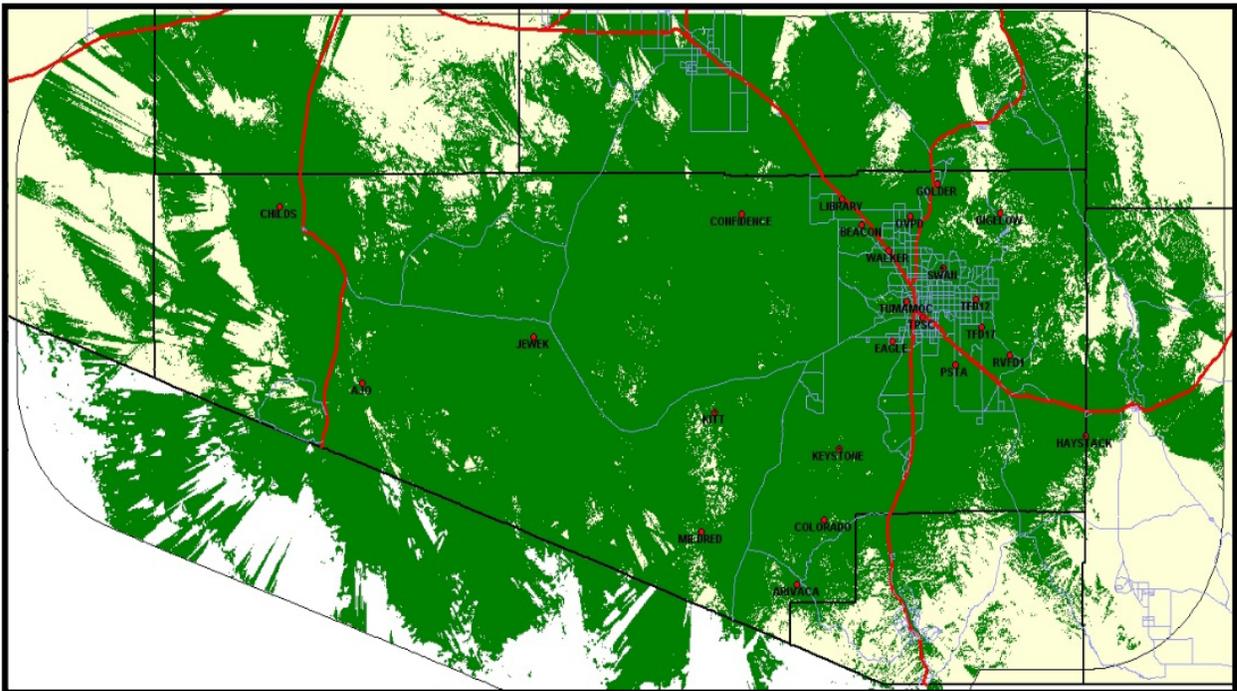


Figure 5: Phase 2 Expanded Mobile Coverage Map

Interoperability

Emergencies are rarely constrained to geographic or political boundaries. These incidences often require a multi-discipline, multi-agency response. PCWIN promotes interagency and interdisciplinary interoperability through participation of local, county, state and federal public safety agencies and other public safety service providers in the region. This gives the participants the ability to share information on demand, in real time, when needed, and as authorized. This helps improve coordination of public safety services, thus improving public safety services.

Redundancy

The PCWIN voice radio system is designed such that no single-point failure shall reduce the ability of the system to provide the required two-way radio communications under routine day-to-day operational conditions. Path diversification for network connections and redundant electronics throughout the system provide the necessary backup to ensure PCWIN remains highly reliable.

Capacity

The system is designed to relieve the overcrowding problems that now exist. System design accommodates growth through the year 2026. The system is also designed with sufficient channels and talkgroups to allow agencies or departments with different functions to have their own channels or talkgroups, without interfering to other non-related groups or functions.

Maintenance

The technical support staffs of Pima County and the City of Tucson will collaborate to form a cohesive maintenance support organization for PCWIN. In the past, differing agencies have utilized a wide range of maintenance programs for their radio systems yielding varying levels of customer service. Now, the PCWIN system maintenance program will provide a consistent level of service and response times throughout the county. Rather than the patchwork of diverse levels of service, there will now be common maintenance objectives. Operating procedures will be developed by the Cooperative and adopted by the Maintenance Providers which results in maintaining PCWIN with practices consistent with direction established by the Cooperative.

Pima County will serve as the Network Managing Member responsible for the day-to-day operations and programming of PCWIN. The County and City of Tucson will function as Maintenance Providers to maintain the system and optimize the performance and availability of the PCWIN network. Maintenance providers participate with the Cooperative's Technical and Operations Working Groups to ensure that services are coordinated to support Cooperative objectives.

PCWIN is maintained in accordance with service levels agreements (SLAs) defined in the Cooperative's policies and procedures. The SLAs will define the level of network performance, support service, and infrastructure maintenance, with requirements for monthly performance reporting.

Radio Programming

Radios on PCWIN have their own software allowing them to be programmed with their own radio ID, talk groups, switch positions, emergency button settings, etc. The configuration of the radio's feature set determines the "personality" of the radio. PCWIN's maintenance organizations have employees trained and authorized to program radios.

PCWIN is also equipped with over-the-air programming (OTAP) capability. This feature is particularly valuable because it will permit a technician to reprogram a radio remotely

without requiring the end user having to travel to a repair facility. This feature reduces the time and expense associated with radio programming or re-programing.

PCWIN Cooperative Goals - FY13 and 14

Every effective organization must have organizational goals that reflect the priorities of the organization. For FY13 and 14 it is imperative that the Board of Directors establish the PCWIN governance structure so that the Cooperative can begin preparing for the transition to operations. Accordingly the EMC proposes the following goals for FY13 and 14.

Category	Description	Owner	Due Date
Governance	Establish Operations Working Group	EMC	October 31, 2012
	Establish Technical Working Group	EMC	October 31, 2012
	Conduct Initial Meeting of the Board of Directors	EMC	February 28, 2013
	Appointment of the Executive Committee	Board	March 31, 2013
	Selection and Employment of the Executive Director	Board	May 31, 2013
	Develop Initial Board of Director Policies	Executive Committee	October 31, 2013
	Membership	IGA Adoption by EMC Members	EMC
IGA Adoption by all Public Safety, Municipal and Nation Entities within Pima County		Director	June 30, 2013
Identification of Representatives		Members	June 30, 2013
Transition Planning	Adoption of Governance Documents and 2012 Business Plan	EMC	September 30, 2012
	Development of the PCWIN Transition Planning Document	Director	May 31, 2013
	Development of Initial (TBD) Operational Procedures	OWG	May 31, 2013
	Development of Initial (TBD) Technical Procedures	TWG	May 31, 2013

Table 5: PCWIN Goals FY13 and 14

Annual Operating & Maintenance Cost Projections

All PCWIN Members participate in the benefits of the system; therefore, it is appropriate that they also proportionately share the costs for the system. A forecast of the 5 Year Annual Operating and Maintenance costs associated with the PCWIN is contained in Appendix D. It should be noted that the Board of Directors and the Executive Director will continue to explore funding opportunities and improved methods to minimize the operations and maintenance costs associated with PCWIN.

The following assumptions have been applied to the financial forecast:

- Costs for operations and maintenance support are calculated on an annual basis and billed to the PCWIN participant agencies quarterly.
- Funding for future upgrades or replacement of the PCWIN Network is not included in the initial 5 Year forecast or resulting Annual Membership Fees calculations.
- The PCWIN Project will transfer ownership of mobile subscriber units to the participating Members upon installation and portable subscriber units upon delivery. Participating Member will then be responsible for ongoing maintenance and replacement of those units.
- Annual budgeted expenses for PCWIN will vary, but the PCWIN Board of Directors will strive to minimize the changes in Annual Membership Fees to assist Members in forecasting budgetary requirements.
- The PCWIN Annual Budget is approved by the Board of Directors and expenses are apportioned to the Membership based on their pro-rata share of the subscriber unit count.
- Initially Pima County Wireless Services and City of Tucson Radio Maintenance shops will provide subscriber unit programming and maintenance services. The Board of Director's may authorize other qualified 3rd party service providers.
- When Members are authorized to add additional subscriber units to the Network, the Member participation ratio on which Annual Membership Fees are based shall be adjusted.

- Individual Members will be responsible for replacement costs for subscriber units bought by the County which are lost, stolen or damaged and not covered under warranty.
- Individual Members will be responsible for replacement of accessories such as battery chargers, carrying cases, and lapel microphones.
- Pima County will maintain master repair depot contracts with manufacturers for the benefit of the Members.

Projected Annual Membership Fees

Appendix D contains the current estimates of the 5-Year operations and maintenance expenses for the Cooperative. The estimates for the full yearly expenses are \$2,802,384 which yields an Annual Membership Fee of \$29/month (based on a subscriber unit count of 7,944). The annual membership fees for FY13/14 are established at \$29/month to normalize the membership fees for the first 2 years.

Each year the annual projections will be updated and Annual Membership Fees will be adjusted as specified in the Cooperative agreement. While the Annual Membership Fees are projected as being fairly flat over the initial 5-Year period, actual operating and maintenance expense data will become more refined during the initial year and subject to evaluation and approval by the Board of Directors.

Appendix A - PCWIN Intergovernmental Agreement (IGA)

Appendix B – PCWIN Cooperative Governance Document

Appendix C – Participating Public Safety Agencies

Public Safety Agencies	
Fire Agencies	Police and Emergency Services Agencies
Ajo/Gibson Volunteer Fire Department	Oro Valley Police Department
Arivaca Fire District	Pascua Yaqui Police Department
Avra Valley Fire District	Pima College Department of Public Safety
Corona de Tucson Fire District	Pima County Sheriff's Department
Drexel Heights Fire District	Sahuarita Police Department
Elephant Head Volunteer Fire Department	South Tucson Police Department
Golder Ranch Fire District	Tohono O'odham Tribal Police
Green Valley Fire District	Tucson Police Department
Helmet Peak Fire District	University of Arizona Police
Mt. Lemmon Fire District	Pima County OEM & Homeland Security
Northwest Fire District	
Pascua Pueblo Fire Department	
Picture Rocks Fire District	
Rincon Valley Fire District	
South Tucson Fire Department	
Three Points Fire District	
Tohono O'odham Fire Department	
Tucson Fire Department	
Why Fire District	

Appendix D - 5 Year Annual Cost Projection

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

TABLE OF CONTENTS

Parties	2
Recitals	2
Agreement	2
Term and Duration of Agreement; Dissolution	3
Manner of Financing, Indemnity and Insurance	4
Obligations as Members	6
Voluntary Termination or Withdrawal as Members	6
Failure to Pay Financial Obligation	7
Open Meeting Law	7
Records	7
Conflict of Interest	9
Compliance with Applicable Laws	9
Cooperation	9
Federal Immigration Compliance	10
Scrutinized Business Operations	10
Non-Discrimination	10
Amendment	10
Existing and Future Agreements	11
Notices	12
Default And Cure	12
Alternative Dispute Resolution	13
Waiver	14
Performance and Uncontrollable Events	14
Assignment and Binding Effect	14
Entire Agreement	14
Governing Law	15
Severability	15
Headings	15
Counterparts	16
Exhibit A	
Exhibit B	

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

1. Parties

The Parties (individually, a “Party”) to this Intergovernmental Agreement (“Agreement”) consist of all of the signatories to this Agreement. Parties to this Agreement shall automatically become Members of the Pima County Wireless Integrated Network Cooperative (“Cooperative”), as detailed in Exhibit A, formed for the purpose of maintaining the Pima County Wireless Integrated Network (“Network”).

2. Recitals

- 2.1. Pima County is constructing the Pima County Wireless Integrated Network (“PCWIN”) regional public safety communications system as authorized by Pima County voters at the May 18, 2004 Special Bond Election, and pursuant to Pima County Ordinance No. 2004-18 as subsequently amended.
- 2.2. The PCWIN bond funded, capital improvement project, is providing the fixed infrastructure; and, subject to available funding, a majority of the subscriber units required by the public entities defined in Pima County Ordinance 2004-18 that may become Parties to this Agreement.
- 2.3. The PCWIN communications system will provide opportunity for Public Safety Service providers to migrate their communications services to a regional shared system governed by a Cooperative Board of Directors.
- 2.4. The Parties to this Agreement will share the benefits and cost of operating, maintaining, sustaining, improving and financing PCWIN as approved by the Board of Directors.
- 2.5. The PCWIN will provide public safety communications interoperability for improved public safety service coordination, including the support for automatic aid and mutual aid between agencies.
- 2.6. This Agreement establishes the Cooperative governance structure and mechanisms for funding the operation, maintenance, sustainment, improvements and financing of the Network.

NOW, THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

3. Agreement

- 3.1. The Parties enter into this Agreement for the purpose of:
 - 3.1.1. Using their best efforts, through cooperation and sharing of common resources, for the mutual benefit of all Parties to operate, maintain, sustain, improve and finance PCWIN.
 - 3.1.2. Providing regional communications operability and interoperability.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

- 3.1.3. Providing regional communications cost effectively and using economies of scale.
- 3.1.4. Providing communications interoperability with other jurisdictions that are not a party to this Agreement, for the benefit of all Parties.
- 3.2. The Parties are authorized to enter into this Agreement by the joint exercise of powers provisions of Title 11, Chapter 7, Article 3 (§ 11-951 et seq.), Arizona Revised Statutes and the authorization of their legislative or other governing bodies, and if the University of Arizona Board of Regents, A.R.S. § 15-1625.
- 3.3. The Parties agree to form the Cooperative, an unincorporated association of the Parties, to jointly and cooperatively exercise their powers to achieve the purposes specified in paragraph 3.
- 3.4. The rules and policies governing the regulation and management of the Cooperative's internal affairs are set forth in a governance document, which is attached to this Agreement as Exhibit A and incorporated herein by this reference. Certain terms that are defined in Exhibit A are used in this Agreement. Those terms shall have the same meaning in this Agreement as such terms are defined in Exhibit A.
- 3.5. It is the intention of the Parties that Exhibit A be enforceable to the same extent as this Agreement. Exhibit A shall be subject to amendment as provided herein and shall be valid for the duration of this Agreement. Exhibit A is approved by all initial Parties and shall be binding upon any Parties that are admitted after the initial Parties. No additional Parties shall be admitted to the Cooperative without first agreeing to be as bound by Exhibit A as are the initial Parties.

4. Term and Duration of Agreement; Dissolution

- 4.1. This Agreement shall be binding upon each signing Party, and among and against all signing Parties as of the date on which the Agreement has been executed by each such Party, so long as such Party has complied with the requirements of A.R.S. § 11-952, which includes appropriate action by the legislative or other governing body of the Party for the approval of the Agreement, and determination by the Party's attorney that the Agreement is within the powers and authority of the Party. In order for this Agreement to have legal effect, at least two (2) Parties must sign it. The "Effective Date" of this Agreement shall be the date upon which the second Party signs it. The initial term of this Agreement shall begin upon the signing of this Agreement by the second Party and end on December 31, 2022; thereafter, the Agreement will automatically renew for terms of ten (10) years. Notwithstanding the foregoing, this Agreement shall automatically terminate upon dissolution of the Cooperative.
- 4.2. The Parties do not anticipate that the Cooperative will be dissolved until it is no longer desirable or feasible for the Cooperative to operate the Radio System, or Radio System operations are transferred to another appropriate entity as determined by the

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

Cooperative.

- 4.3. If the Parties dissolve the Cooperative other than by transferring Radio System operations to a governmental or non-profit entity, real property that is owned separately by a Member, regardless of whether it is situated within a Member's boundaries or installed at a Member-owned communications facility shall be returned to such Member. Real property purchased or owned separately by a Member shall remain the sole and separate property of that Member and shall not become the property of the Cooperative. Radio frequencies shall be dealt with in accordance with FCC licensing regulations and in accordance with the terms and conditions of any separate agreements between the Members that result in the contribution of frequencies to the Radio System.

5. Manner of Financing, Indemnity and Insurance

- 5.1. The cost of operating, maintaining, sustaining, improving and financing the Network shall be paid in the manner specified in Exhibit A. An infrastructure replacement and enhancement fund and an annual operating and maintenance budget shall be established and maintained as provided in Exhibit A. The costs paid by the Parties for operating, maintaining, sustaining, improving and financing the Network, less amounts, including grants and gifts, received from federal, state, regional or other funding sources shall be approved annually by the Cooperative Board of Directors.
- 5.2. Each Party agrees to timely pay its share of the cost of operating, maintaining, sustaining, improving, and financing the Network as specified in Exhibit A. Each Party shall render its amounts payable to the Cooperative no later than forty-five (45) days from the invoice date. The Cooperative may collect interest at the rate of one percent (1%) per month for payments not received forty-five (45) days from the invoice date. The interest collected shall be deposited in the operating and maintenance budget and used to offset the costs of operation and maintenance.
- 5.3. It will be the responsibility of each Party to this Agreement to take the appropriate steps in conformity with state or local laws to ensure that it appropriates sufficient funds to cover the obligations it assumes under this Agreement. Each Party recognizes that the performance by the Parties under this Agreement may be dependent upon the appropriation of funds by that Party. Should any Party fail to appropriate the necessary funds, that Party may withdraw from this Agreement on the last day of the fiscal period for which funds are legally available, notwithstanding Section 6. Each Party agrees to give notice to the other Parties as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

Each Party understands and acknowledges that claims and lawsuits may be filed for damages resulting from acts or omissions in connection with the operating, maintaining, sustaining, improving and financing, of the Network. Accordingly, to the extent permitted by law, each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses,

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5.4. Insurance - Each Party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. § 11-261, § 11-981 (or if a school district, § 15-382) and § 41-621, or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

5.5. The Cooperative, with the approval of its Board of Directors, may apply for such federal, state or other grants as are made available for operating, maintaining, sustaining, improving, and financing of the Network. The Administrative Managing Member or a Network Managing Member (by and through its authorized signatory) may submit the grant application on behalf of the Cooperative in accordance with applicable laws, rules, regulations and procedures. A grant agreement, approved by the Board of Directors, and entered into on behalf of the Cooperative shall be incorporated and made a part of this Agreement, and each Party agrees to be bound by the terms and conditions of the grant and to comply with and enforce the grant provisions within the limits of its jurisdiction. Any grant funds received will be used to reduce the cost of the project for which a grant application was submitted. The application for or the award of a grant shall not relieve a

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

Party of its obligation to pay costs billed by the Cooperative as provided in this Agreement. The Cooperative shall credit grant funds to the Parties, in proportion to the amount of funding each Party contributes towards the grant project, as the grant funds are received.

- 5.6. The Cooperative's Board of Directors shall use the Administrative Managing Member's procurement and insurance procedures.

6. Obligations as Members

- 6.1. Each Party to this Agreement is a Member of the Cooperative and shall comply with and be subject to the obligations of Members as set forth in Exhibit A, including the obligation to operate, maintain, sustain, improve and finance the Network. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

7. Voluntary Termination or Withdrawal as Members

Any Party may voluntarily terminate its participation in the Cooperative by providing twenty-four (24) months' prior written notice to the other Parties. The Cooperative Board of Directors will work with the withdrawing Member and remaining Parties to determine cost and operational impacts of the withdrawal. Subject to the conditions below, the withdrawing member retains rights to real property, and personal property as defined by the Agreement and as allowable by State and Federal law and/or regulation. Members voluntarily terminating their participation in the Cooperative must comply with the following:

- 7.1. Transfer or relinquish to the Cooperative any unexpended infrastructure replacement and enhancement funds, and operating and maintenance funds.
- 7.2. Pay all fees and charges owed to the Cooperative through the effective date of termination.
- 7.3. Provide the Cooperative with twenty four (24) months' notice before any withdrawal of Equipment, communication services, and Facilities, subject to Subsection 7.6. below.
- 7.4. Pay for all costs to affect the withdrawal of the Member including costs to reconfigure the Network for the remaining Members.
- 7.5. Allow continued use of frequencies (subject to Section 4.3 above) and Equipment required for the incremental capacity necessary for use by other Members, including for 'roaming'.
- 7.6. Allow the Cooperative continued use of Member's Equipment, communication services, and Facilities, or alternatively, pay for securing conforming Equipment, communication

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

services, and Facilities for continued use of the Cooperative, without service interruption, for the remaining effective period of this Agreement.

- 7.7. Reimburse Pima County for the depreciated value of any Subscriber Units originally purchased by Pima County and transferred to the Member.

8. Failure to Pay Financial Obligation

- 8.1. If a Party is relieved from payment of its financial obligation to the Cooperative as a matter of law, then the Cooperative may suspend the Party's right to vote and participate in the affairs of the Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for such costs.
- 8.2. Except as provided in paragraph 8.1, if a Party fails to pay a financial obligation within forty-five (45) days of the invoice date and then, upon notice by the Administrative Managing Member of the deficiency, fails to cure the non-payment within forty-five (45) days of the date of the deficiency notice, the Cooperative shall suspend the Party's right to vote and participate in the affairs of the Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for the costs.

9. Open Meeting Law

The Cooperative, including the Board of Directors and the Executive Committee shall comply with A.R.S. § 38-431, et seq. (Arizona Open Meeting Law) in conducting meetings to the extent the law is applicable.

10. Records

- 10.1. The Cooperative shall comply with A.R.S. § 39-121 et seq. (Arizona Public Records Law) in maintaining and providing access to the records of the Cooperative.
- 10.2. The Cooperative and each Party respectively shall make its financial records regarding the operation, maintenance, sustainment, improvement, and financing of the Network available to any requesting official or agent of the Cooperative or Party. Such request for inspection shall not be made more frequently than once a month.
- 10.3. To the extent permitted by law, the Parties shall treat Network information as proprietary and confidential. Network information includes, but is not limited to, technical data, engineering details, construction documents, inventory lists, programming configurations, and operational procedures. Any Party who receives a request for information or a public records request concerning the Network shall initially and immediately notify the Executive Director of such request before following any customary internal practices or procedures with regard to such request.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

10.4. Cooperative and Members may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information other than Network information defined above to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that:

- a) is already in the receiving Party's possession at the time of disclosure; or,
- b) is or later becomes part of the public domain through no fault of the receiving Party; or,
- c) is received from a third party with no duty of confidentiality to the disclosing party; or,
- d) was developed independently by the receiving party prior to disclosure; or,
- e) is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure.

10.5. Recorded Radio & Telephony Communications - In the event radio or telephony recordings made and retained by the Cooperative are requested for public release pursuant to A.R.S. § 39-101 et seq., the Party receiving the request ("Receiving Party") shall release records ten (10) business days after the date of notice to the Originating Party of the request for release, unless the Originating Party has, within the ten day period, released the requested record or taken action to preclude its release by securing a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. The Originating Party shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

The Receiving Party shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall the Receiving Party be financially responsible in any manner for any costs associated with securing such an order.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

For the purpose of this paragraph, “Originating Party” shall mean the Party that creates the record; “Receiving Party” shall mean any Party that did not create the record, but possesses the record, and has received a request to release the record.

All radio and telephony recordings shall be maintained consistent with Board of Director’s policies and consistent with Arizona law.

11. Conflict of Interest

The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona’s public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.

12. Compliance with Applicable Laws

Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referred to in this Agreement.

13. Cooperation

13.1. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement. Each of the Parties shall fully cooperate with and assist one another in obtaining all licenses, permits, authorizations, approvals and consents required in or related to the performance of this Agreement. This obligation includes performing an act that is not specifically referred to in this Agreement, so long as the obligation to perform such act is reasonably implied by the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted to require the Cooperative to be responsible for dispatching or otherwise causing its Members to respond to an event within another Member’s jurisdiction.

13.2. In the event any legal proceeding is instituted challenging the authority and power of any of the Parties to execute this Agreement or to perform its terms and conditions, the Parties shall, in good faith, jointly and cooperatively defend the validity of this Agreement.

13.3. The Parties may elect and shall have the right to seek specific performance, where feasible and practicable, by any Party of any or all of the obligations (except payment obligations) set forth in this Agreement. The Parties agree that, in accordance with Section 21.3 herein, specific performance may be sought by way of special action filed in superior court seeking an injunction ordering the Party to perform its obligations under this Agreement. The Parties agree not to raise as a defense the position that there is an “adequate remedy at law.” The Parties hereby stipulate and consent to the jurisdiction of the superior court in any such special action.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

14. Federal Immigration Compliance

A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each Party agrees that:

- 14.1. To the extent applicable, Party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A.
- 14.2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- 14.3. Each Party retains the legal right to inspect the papers of the Party or subcontractor employee(s) who work(s) on this Agreement to ensure that Party or subcontractor is complying with the warranty under paragraph 1.

15. Scrutinized Business Operations

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

16. Non-Discrimination

The parties agree to comply with Executive Order 75-5 as amended by Executive Order 2009-09 and to comply with all applicable state and federal laws, rules and regulations regarding equal opportunity, nondiscrimination and affirmative action.

17. Amendment

- 17.1. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.
- 17.2. This Agreement, including Exhibit A, may be amended by one of the following two procedures:
 - 17.2.1. Cooperative-Legislative Procedure. A proposed amendment to this Agreement, including Exhibit A, shall be submitted for approval to the Cooperative's Board of Directors. Upon approval of the Board of Directors, each Party shall take appropriate steps in conformity with state and local law to authorize and approve the proposed amendment.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

17.2.2. Formal Addendum Procedure. A proposed amendment to this Agreement, including Exhibit A, shall be presented to each Party in the form of an addendum, and, if approved by the Board of Directors, each Party will take appropriate steps in conformity with state and local law to authorize and approve the amendment.

17.3. Each Party shall file a copy of the appropriate resolution, ordinance or other recorded action by which its legislative or governing body approved the amendment with the Executive Director of the Cooperative.

18. Existing and Future Agreements

18.1. The Parties agree that the provisions of this Agreement shall be incorporated in any future subcontracts between the Parties and any other person, political subdivision or public agency that contracts with the Parties to make use of the Radio System.

18.2. The Parties agree that they will not enter into subcontracts for the use of the Radio System without the prior approval of the Board of Directors, which shall have the authority to review the subcontracts for conformity with the rights and obligations set forth in this Agreement.

18.3. In the event of any conflict, inconsistency, or incongruity between the provisions of this Agreement and any of the provisions of any previous agreement between the Parties, the provisions of this Agreement shall in all respects govern and control.

18.4. Nothing in this Agreement shall be construed or interpreted:

18.4.1. To supersede prior existing mutual aid agreements or radio support agreements between or among the Parties.

18.4.2. To prohibit a Party from entering into separate agreements after the Effective Date of this Agreement concerning real estate, buildings and structures, and towers that the Party owns, leases, or licenses and that the Party authorizes and allows the Cooperative to use as part of the Network, provided the separate agreements are consistent with this Agreement and compatible with the Cooperative's use of the property for the Network.

18.4.3. To supersede prior existing agreements concerning Facilities, that the Party owns, leases, or licenses and that the Party authorizes and allows the Cooperative to use as part of the Network, except to the extent described in Section 18.3 above.

18.5. This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established under this

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

Agreement.

19. Notices

- 19.1. Any notice, consent or other communication (“Notice”) required or permitted under this Agreement shall be in writing unless otherwise specified herein and deposited in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested.
- 19.2. Notice shall be deemed received five (5) days after the Notice is deposited in the U.S. mail as provided above. Any time period stated in a Notice shall be computed from the time the Notice is deemed received.
- 19.3. Any Party may change its mailing address or the person to receive Notice by notifying the other Parties as provided in this section. Routine notices shall be sent as provided in this Agreement.

20. Default And Cure

- 20.1. Each Party agrees that it will perform all duties and obligations agreed to be performed by it under the terms and conditions of this Agreement, and that the unexcused failure of the Party to perform its duties and obligations shall constitute a default under this Agreement. In the event of a payment default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have ten (10) days to remedy the default by making due payment. In the event of any performance default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have thirty (30) days to remedy the default by rendering the necessary performance. In the event that the defaulting Party disputes an asserted default, the Party shall perform the disputed obligation, including making payment, but may do so under protest. The protest shall be in writing, and shall precede the performance of the disputed obligation, and shall specify the reasons upon which the protest is based. The Party disputing the asserted default shall have the right to submit the dispute to the Cooperative’s Board of Directors for a recommendation on a non-binding resolution under paragraph 21.
- 20.2. Notwithstanding the provisions of paragraph 20.1, in the event a Member disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Member shall pay the disputed amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution process specified in paragraph 21. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five (45) days of the invoice date, the Member waives its right to file a protest.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

20.3. If a party fails to cure a default within the time frames specified in 20.1, that party will no longer be in “Good Standing,” as defined in Exhibit A, and shall lose voting privileges as specified in paragraph 3.2.1.3 of Exhibit A. If the Party is still in default after six consecutive months, the Board of Directors has the right to define additional cures up to and including expulsion from the Cooperative.

21. Alternative Dispute Resolution

21.1. If any dispute, complaint or controversy, including a protest made pursuant to paragraph 20.1 or 20.2, (“dispute”) arises between or among the Parties under this Agreement, the dispute shall be brought to Cooperative’s Board of Directors for non-binding dispute resolution in accordance with the internal dispute resolution process established by the Board of Directors. If a Party disagrees with the Board of Director’s determination, the Party may pursue the remedies otherwise provided for in this Agreement.

21.2. Notwithstanding the existence of a dispute between or among the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute. The Parties agree that at any point in the internal dispute resolution process, the Board of Directors may adopt and impose an interim emergency remedy to ensure the continuation of essential communication services until the dispute is resolved.

21.3. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of property.

21.4. In the event a dispute cannot be resolved through the procedures set forth above, the Parties shall submit any controversy or claim arising out of or relating to this contract or breach of this contract to mandatory mediation before a single mediator. The Parties shall participate in mediation in good faith to resolve any dispute. Any mediation shall be held in Tucson, Arizona. Should the Parties fail to agree on a mediator within 10 days of a demand for mediation, the then-presiding civil judge of the Superior Court in Pima County, Arizona shall appoint the mediator, or one will otherwise be appointed pursuant to Board of Director’s policy. If mediation is unsuccessful in resolving any dispute within ninety (90) days after demand for mediation, either Party may seek judicial remedy after ninety (90) day mandatory mediation period has elapsed, provided that such agreement to mediate shall not be construed as a waiver of the sovereign immunity of any Party.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

22. Waiver

The waiver by any Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

23. Performance and Uncontrollable Events

23.1. A Party shall not be considered in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term “uncontrollable event” means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

23.2. If any Party claims that its failure to perform was due to an uncontrollable event, the Party shall bear the burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by any Party to this Agreement.

24. Assignment and Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment shall be allowed without the prior written consent of the Board of Directors.

25. Entire Agreement

This Agreement, including Exhibit A, contains the entire agreement and understanding among the Parties regarding the formation, governance and operation of the Cooperative, and supersedes and replaces all related prior negotiations or agreements regarding its contents and purpose. Each Party acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not contained in this Agreement. Any amendment or modification of this Agreement shall be in writing. For only those members who are covered or hybrid entities (“Covered Members”) under the Health Insurance Portability and Accountability Act (“HIPAA”), and only in the event Protected Health Information (“PHI”) will be recorded onto Pima County server(s), a Business Associate Agreement or Agreements (“BAA”) shall be executed and attached hereto as Exhibit B to this Agreement. Notwithstanding any provision to

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

the contrary in this Agreement or Exhibit A, the terms and conditions of a BAA are solely between the signing Covered Member and Pima County.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore shall be instituted only in the courts of Pima County, Arizona.

27. Severability

If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of the Radio System. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. This section shall not limit the discretion of the Parties to suspend a Party's right to vote and participate in the affairs of the Cooperative as provided in section 8, entitled Failure To Pay Financial Obligation.

28. Headings

Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

29. Counterparts

This Agreement, which includes Exhibit A, "Pima County Wireless Integrated Network Cooperative Governance Document," may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

For _____
Entity Name

Date _____

By _____
(Signature)

Printed Name and Title

ATTEST:

(Signature)

Printed Name and Title

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the

Entity

(Signature)

Printed Name and Title

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A – GOVERNANCE DOCUMENT

EMC APPROVED

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT B – BUSINESS ASSOCIATE AGREEMENT

WHEREAS, COUNTY and Covered Member are parties to the attached Intergovernmental Agreement (“IGA”) pertaining to PCWIN; and,

WHEREAS, Covered Member is a “covered or hybrid entity” as defined in 45 CFR §160.103; and,

WHEREAS, the parties determined that Pima County (“COUNTY”) is a “business associate” of Covered Member as defined in 45 CFR §160.103; and,

WHEREAS, the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E require that an agreement be entered into specifying the ways in which COUNTY is permitted to use and disclose protected health information which is provided by Covered Member;

NOW, THEREFORE, COUNTY agrees to comply with and be bound by the following Business Associate Agreement provisions:

1. Definitions. Terms used, but not otherwise defined in this Exhibit shall have the same meaning as those terms in 45 CFR § 160.103 and § 164.501 as currently drafted or subsequently amended.

- 1.1 “Business associate” means COUNTY
- 1.2 “Covered entity” means Covered Member
- 1.3 “HITECH” means the provisions of the Health Information Technology for Economic and Clinical Health Act enacted on February 17, 2009 as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (PL 111-5).
- 1.4 “Individual” has the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.5 “Minimum necessary” means the standard as set forth in 45 CFR §164.502(b).
- 1.6 “PHI” means “protected health information” the term is defined in 45 CFR 164.501, limited to the information created or received by the business associate from or on behalf of the covered entity.
- 1.7 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

- 1.8 “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.

2. Permissive uses of PHI by business associate.

- 2.1 Services. Except as otherwise specified herein, business associate may make only those uses of PHI necessary to perform its obligations under the IGA provided that such use or disclosure would not violate the Privacy Rule if done by the covered entity. All other uses not authorized by this Exhibit are prohibited, unless agreed to in writing by Covered Member.

- 2.2 Activities. Excepts as otherwise limited in this Exhibit, business associate may:

2.2.1 Use the PHI for the proper management and administration of the business associate and to fulfill any present or future legal responsibilities of business associate provided that such uses are permitted under State and Federal confidentiality laws.

2.2.2 Disclose the PHI to a third party for the proper management and administration of the business associate, provided that:

2.2.2.1 Disclosures are required by law; or

2.2.2.2 Business associate obtains reasonable assurances from the third party that the PHI will remain confidential and not be used or further disclosed except as required by law or for the purpose for which it was disclosed to that third party and the third party notifies the business associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Obligations of business associate with respect to PHI.

- 3.1 With regard to use and disclosure of PHI provided by covered entity, business associate agrees not to use or further disclose PHI other than as permitted or required by this Exhibit or as required by law.

- 3.2 With regard to use and disclosure of PHI provided by covered entity, business associate further agrees to:

3.2.1 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Exhibit;

3.2.2 Mitigate, to the extent practicable, any harmful effect that is known to business associate of a use or disclosure of PHI by business associate in violation of the requirements of this Exhibit;

3.2.3 Report to covered entity, in writing, any use or disclosure of PHI not permitted or required by this Exhibit of which it becomes aware within fifteen (15) days of business associate’s discovery of such unauthorized use or disclosure;

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

- 3.2.4 Ensure that any agent, including a subcontractor, to whom business associate provides PHI agrees in writing to the same restrictions and conditions on use and disclosure of PHI that apply to business associate;
 - 3.2.5 Make available all records, books, agreements, policies and procedures relating to the use or disclosure of PHI to the Secretary of HHS for purposes of determining covered entity's compliance with the Privacy Rule, subject to applicable legal privileges;
 - 3.2.6 Make available, within seven (7) days of a written request, to covered entity during normal business hours at business associate's offices all records, books, agreements, policies and procedures relating to business associate's use or disclosure of PHI to enable covered entity to determine business associate compliance with the terms of this Exhibit;
 - 3.2.7 Provide access to PHI to the covered entity or the individual to whom PHI relates at the request of and in the time and manner chosen by covered entity to meet the requirements of 45 CFR § 164.524;
 - 3.2.8 Make any amendment(s) to PHI that covered entity directs pursuant to 45 CFR §164.526;
 - 3.2.9 Provide, within fifteen (15) days of a written request, to covered entity such information as is request by covered entity to permit covered entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR §164.528; and
 - 3.2.10 Disclose to subcontractors, agents or other third parties, and request from covered entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted under the IGA.
- 3.3 With regard to securing PHI provided by covered entity, business associate agrees to comply with the requirements for business associates established by HITECH, the Security Rule and such modifications or additions to the Security Rule as may be established by the Secretary of the U.S. Department of Health and Human Services related to the Security Rule.

4. Term and Termination.

- 4.1 Term. This Exhibit shall become effective upon the date COUNTY first handles PHI on behalf of Covered Member, and shall continue in effect until all obligations of the Parties have been met, Covered Member or COUNTY are no longer parties to the IGA, or as provided in this Section 4.
- 4.2 Termination by Covered Member. Upon Member's knowledge of a material breach or violation of the terms of this Exhibit by business associate, Member in its sole discretion, may:
 - 4.2.1 Immediately terminate the Exhibit; or,
 - 4.2.2 Provide business associate with an opportunity to cure the breach or violation within the time specified by Covered Member. If business

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

associate fails to cure the breach or end the violation within the time specified by Covered Member, then Covered Member will either:

4.2.2.1 Terminate the Exhibit; or,

4.2.2.2 If Covered Member determines termination is not feasible, report the breach or violation to the Secretary of HHS.

4.3 Effect of termination.

4.3.1 Upon termination of the Exhibit, for any reason, business associate agrees to return or destroy all PHI, if it is feasible to do so, and retain no copies thereof. Return or destruction shall occur within 60 days of the termination of the Exhibit. Business associate shall, upon return or destruction of PHI, provide written attestation to Covered Member that all PHI held by business associate has been returned to Covered Member or has been destroyed.

4.3.2 Business associate further agrees to recover any PHI in the possession of its subcontractors, agents or third parties to whom business associate has provided PHI and return or destroy such PHI within the 60 days after termination of the Exhibit. Business associate shall, upon return or destruction of PHI, provide written attestation to Covered Member that all PHI held by business associate has been returned to Covered Member or has been destroyed.

4.3.3 If return or destruction of PHI is not feasible, business associate shall:

4.3.3.1 Notify covered entity in writing of the specific reasons why the business associate has determined it is infeasible to return or destroy the PHI;

4.3.3.2 Agree to extend any and all protections, limitations, and restrictions contained in this Exhibit to business associate use and disclosure of any PHI retained after the termination of this Exhibit; and

4.3.3.3 Agree to limit any further uses and disclosures to those allowed under the Privacy Rule for the purposes that make the return or destruction of PHI infeasible.

4.3.4 If it is not feasible for business associate to obtain PHI in the possession of a subcontractor, agent, or third party to whom business associate has provided PHI, business associate shall:

4.3.4.1 Provide a written explanation to the covered entity why the PHI cannot be obtained;

4.3.4.2 Require the subcontractor, agent, or third party to agree, in writing, to extend any and all protections, limitations, and restrictions contained in this Exhibit to the subcontractor's, agent's, or third party's use and disclosure of any PHI retained after the termination of this Exhibit; and

4.3.4.3 Require the subcontractor, agent, or third party to agree, in writing, to limit any further uses and disclosures to those allowed under the Privacy Rule for the purposes that make it infeasible for the business associate to obtain the PHI.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

5. Miscellaneous.

5.1 Survival. Sections 4.3 and 2.1 solely with respect to PHI retained by the business associate in accordance with Section 4.3.3 and 4.3.4, shall survive the termination of the IGA between Covered Member and County.

5.2 Superseding Effect. Should the terms of this Exhibit conflict with the terms of the IGA, the terms providing for more stringent protections of PHI shall apply. Nothing contained in this Exhibit shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements, or limitations of the IGA other than as stated above in this Exhibit.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

TABLE OF CONTENTS

DEFINITIONS	1
MANAGING MEMBERS	6
Network Managing Member	6
Administrative Managing Member	7
Maintenance Provider	7
COOPERATIVE STRUCTURE	8
Radio Network Membership and Participants	8
Members	8
Associate Participant	8
Interoperability Participants	8
Conditional Participants	9
Emergency Medical Services Participant	9
Public Safety Service Participant	9
Admission	9
Cooperative Organization	11
Board of Directors	11
Executive Committee	14
Executive Director	16
Operations Working Group	17
Technical Working Group	17
FINANCIAL MANAGEMENT	18
Budget and Financial Reporting	19
Preliminary Budget	19
Five-Year Financial Forecast	19
Fund Balance Report	19
Financial Reporting	20
Funding	20
Annual Membership Fee	20
Special Assessments	24
Grants	25
Books and Records; Annual Financial Audit	26
Member Assets	26
INSURANCE	27
Real Property	27
Member-owned Property	27
Liability Insurance	27
Insurance Programs	27
SERVICES	27
Programming and Reprogramming	28
Encryption	28
Radio System Management	28

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

Transport Network Management	28
Interoperability	28
Training	29
PERFORMANCE AND OPERATION	29
MAINTENANCE	29
Maintenance Plans Intra/Inter Agency	29
Responsibility for Repair of Subscriber Units	29
Subscriber Maintenance and Repair Rates	30

EMC APPROVED

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

1. DEFINITIONS

In this agreement, unless the context otherwise requires, the following terms mean:

Term	Definition
Administrative Managing Member	A Member responsible for the administration and financial management of the Cooperative.
Alternate Representative	A person designated by a Member to serve as a substitute for a Member's Representative and to exercise the authority specified in this Agreement.
Annual Membership Fee	Fee paid by all Members, and other Participants as determined by the Board of Directors, to cover the cost of Cooperative administrative services, Network infrastructure operations and maintenance services, and network infrastructure replacement and enhancement projects.
Associate Participant	A non-member agency or organization that is authorized by the Board of Directors to use the Radio System to support an existing Member(s) public safety mission.
Board of Directors	The ruling body of the Cooperative that is comprised of one representative from each Member.
Board of Directors Representative	The person designated by a Member to act on behalf of the Member on all matters concerning the Cooperative, and to exercise the vote of the Member.
Conditional Participant	A non-member agency or organization authorized by the Board of Directors to temporarily use the Radio System for special preplanned events, tactical situations or emergency circumstances.
Cooperative	The unincorporated association that was formed by the Parties to use their best efforts, through cooperation and sharing of common resources, for the mutual benefit of all Parties to operate, maintain, sustain, improve, and finance a regional radio communications network.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

Cooperative Administrative Services	Services provided to the Cooperative by an Administrative Managing Member and the Executive Director in the areas of organizational management, accounting and budget, procurement and contracting, legal and all other duties as assigned by the Board of Directors.
Emergency Medical Service Participant	A non-member Emergency Medical Services Provider that is authorized by the Board of Directors to use the Radio System for purposes of providing emergency medical services.
Emergency Medical Service Provider	Basic or advanced life support ambulance service providers possessing a Certificate of Necessity as defined by ARS 36-2233, Indian community basic or advanced life support ambulance service provider, or hospitals providing emergency room services.
Entity	Any city, town, county, state, federal, Indian community, fire district or other separately constituted public entity that provides Public Safety services. A municipal, county or state agency, department, or division does not constitute a separate entity for Membership purposes.
Equipment	Communications hardware and any other personal property assets utilized to support the Radio System under this Agreement, or utilized pursuant to any other Agreement between parties to this Agreement.
Executive Committee	The committee responsible for evaluating all Cooperative proposals and recommendations prior to submission to the Board of Directors, and performing other duties delegated by the Board.
Executive Director	The chief administrative officer responsible for coordination of Cooperative and Network activities.
Facilities	Towers, shelters, communications centers, generators, AC/DC power, and other real property assets utilized to support the Radio System pursuant to those certain leases, licenses, permits, or other authorizations for the use of space entered into by parties to this Agreement.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

Fiscal Year	The twelve (12) month accounting period for budgeting and expenditure reporting that commences on the first day of July and ends on the thirtieth day of June.
Good Standing	Status of a Member who attends at least one Board of Directors meeting per twelve (12) month period, is current in all fees owed to the Cooperative, and whose vote is not suspended.
Impact Assessment	The evaluation method used to identify the Network modifications and capital investment needed to add a new Member or Participant, or change how an existing Member or Participant uses the Network.
Infrastructure Replacement and Enhancement Fund	The fund of monies set aside from the Annual Membership Fee to fund capital replacements, enhancements, and construction of the Network.
Interoperability	Wireless communications interoperability is the ability of emergency response officials to share information via voice and data signals on demand, in real time, when needed, and as authorized.
Interoperability Participant	A non-Member Public Safety Services agency authorized by the Board of Directors to intermittently use the Radio System for mutual aid and/or interoperability purposes.
Maintenance Provider	A Member or vendor responsible for providing maintenance for some portion of the Network as approved by the Board of Directors.
Member	Any entity that executes and becomes a party to the Intergovernmental Agreement to operate, maintain, sustain, improve, and finance the Network.
Network	The Radio System, Radio Consoles, Transport Network, Equipment, and Facilities that comprise the Pima County Wireless Integrated Network as defined by the Board of Directors.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

Network Infrastructure Replacement and Enhancement Projects	Projects approved by the Board of Directors to replace, expand, or enhance the Network funded through the Annual Membership Fee.
Network Managing Member	Any Member who is responsible for the day-to-day operation of the Radio System and coordination of Network Maintenance Services.
Network Maintenance Services	Services provided to the Cooperative by a Maintenance Provider to ensure physical operation of all or some portion of the Network.
Network Operations Services	Services provided to the Cooperative by a Network Managing Member to ensure optimal operation of the Radio System through coordination with the Technical Working Group and Maintenance Providers.
Numerical Vote	A vote by Members of the Board of Directors consisting of one vote per Member.
Operations Working Group	A group of Member and Participant representatives assembled by the Executive Director to address non-technical operational issues.
Parties	All Members collectively.
Party	Any Member individually.
Public Safety Service	All law enforcement, fire, emergency management, and disaster preparedness services.
Public Safety Service Participant	A non-member provider of Public Safety Service that is authorized by the Board of Directors to use the Radio System for purposes of providing public safety service.
Public Service	All public works, transportation, and other non-public safety service departments of a Member.
Radio Consoles	IP Dispatch Console, console electronics, software, paired control station radios and antennas.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

Radio System	The Public Safety Communications System which operates on the Network and used by Members.
Special Assessment	Fee assessed by the Board of Directors to pay the cost of unplanned projects such as disaster recovery, the use of the Radio System by an Interoperability or Conditional Participant, or Network changes or expansions to support new Membership or those not previously included in the budget. Special Assessments may be charged proportionately or individually and need not be equal among Members, as may be decided by the Board of Directors.
Subscriber Unit	A voice or data unit activated for use on the Radio System (e.g., operating portable, mobile, or control station). Subscriber Unit shall include a cache radio and a spare radio that has been assigned a valid system ID and activated for use. Subscriber Units do not include Radio Consoles.
Subscriber Units	The total number of Subscriber Units activated for use on the Radio System.
Talkgroup	A defined organizational grouping of radio users who need to communicate with one another.
Technical Working Group	A group of Member representatives assembled by the Executive Director to address technical issues.
Transport Network	The backhaul communications system which supports the voice and data communications requirements of the Radio System. The Transport Network is inclusive of microwave, fiber, and telecommunications circuits shared by Member jurisdictions or other providers.
Weighted Vote	A vote by Members of the Board of Directors based on a member's pro rata share of total Subscriber Units as more fully described in Section 3.2.1.3.2.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

2. MANAGING MEMBERS

Pima County (“County”) shall serve as the Network Managing Member responsible for the day-to-day operations and maintenance of the Radio System. The County and the City of Tucson (“Tucson”) shall serve as Maintenance Providers to maintain Network components as assigned by the Board of Directors. The County shall also serve as the Administrative Managing Member responsible for the day-to-day management of the Cooperative organization and finances. The Cooperative may change and/or designate additional Maintenance Providers as appropriate. The Cooperative may change and/or designate additional Network Managing Members as the Network architecture changes to include specialized components such as county, state or federal sub-systems. Management of Network Infrastructure Replacement and Enhancement Projects and resulting additional infrastructure subsequent to this Agreement shall be determined by the Board of Directors.

2.1. Network Managing Member

A Network Managing Member shall have the following duties:

- 2.1.1. Coordinate and manage Subscriber Unit identifications and priorities.
- 2.1.2. Coordinate and manage Talkgroup identifications and priorities.
- 2.1.3. Collect and report statistical data of Radio System utilization.
- 2.1.4. Publish Network service level performance reports
- 2.1.5. Maintain, optimize, and backup Radio System databases.
- 2.1.6. Coordinate operations and maintenance of the Network components and any necessary inspections.
- 2.1.7. Identify, track, and coordinate resolution of Network problems.
- 2.1.8. Establish and maintain a disaster recovery plan.
- 2.1.9. Track and coordinate frequency management functions for frequencies licensed by the FCC for use in the Radio System.
- 2.1.10. Implement policies and procedures as approved by the Board of Directors.
- 2.1.11. Provide and/or coordinate as necessary the support staff that performs Network Operations Services.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

2.1.12. Inform the Executive Committee, Technical and Operations Working Groups of Network issues.

2.1.13. Perform all other duties as assigned by the Board of Directors.

2.2. Administrative Managing Member

The Administrative Managing Member shall have the following powers and duties:

2.2.1. Appoint an Executive Director, subject to the approval of the Board of Directors.

2.2.2. Establish and maintain an accounting and budget system.

2.2.3. Collect and disburse monies.

2.2.4. Procure general goods and services, and professional services for the Cooperative.

2.2.5. Contract with other Entities as required to carry out the purposes of the Cooperative.

2.2.6. Serve as the contracting authority for the Cooperative.

2.2.7. Apply for and, if awarded, accept grants and gifts on behalf of the Cooperative.

2.2.8. Maintain inventory of network components and subscriber units on behalf of the Cooperative.

2.2.9. Provide reports as required by the Board of Directors.

2.2.10. Perform all other duties as assigned by the Board of Directors.

2.3. Maintenance Provider

A Maintenance Provider shall have the following duties:

2.3.1. Maintain that portion of the Network assigned by the Cooperative.

2.3.2. Maintain subscriber units as mutually agreed by the approved maintenance provider and the owner of the subscriber unit.

2.3.3. Comply with all policies and procedures established by the Cooperative.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

2.3.4. Provide reports as required by the Board of Directors.

2.3.5. Support the Administrative Managing Member and Network Managing Member(s) with information required to develop and manage budgets, inventory and maintenance history.

3. COOPERATIVE STRUCTURE

The Cooperative structure to operate, maintain, sustain, improve and finance the Network is defined as follows:

3.1. Radio Network Membership and Participants

The various categories of Membership shall be as follows:

3.1.1. Members

The Cooperative Membership shall be composed of the initial Members and any other Entity that is admitted in accordance with Section 3.1.7 of this Agreement. A municipal, county or state agency, department, or division shall be represented by its corresponding city, town, county, state, Indian nation or tribe, or separate entity. Each city, town, county, state, Indian nation, fire district, or separate entity shall constitute one member of the Cooperative.

3.1.2. Associate Participants

An agency or organization may become an Associate Participant if the agency or organization: (1) is sponsored by a Member and is authorized by the Board of Directors to use the Radio System to support Public Safety Services; and (2) is compliant with the conditions as set forth by the Board of Directors. Associate Participants have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, or the Technical Working Group. Associate Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees or costs and weighted votes connected with an Associate Participant's use of the Radio System shall be assessed to the Member sponsoring the Associate Participant.

3.1.3. Interoperability Participants

If authorized, and subject to the conditions imposed by the Board of Directors, an Interoperability Participant may use the Radio System to support existing Members with intermittent public safety incidents. Interoperability Participants shall have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, Technical or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

costs or weighted votes will be assessed to Interoperability Participants. Interoperability Participants shall be responsible for purchasing, programming and maintaining any required subscriber units for this purpose as defined by the Board of Directors.

3.1.4. Conditional Participants

A non-Member agency or organization may use the Radio System on a temporary basis for special events, tactical situations or emergency circumstances in support of an existing Member, if authorized by the Board of Directors. Conditional Participants have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, Technical or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and costs or weighted votes will be assessed to Conditional Participants. In an emergency the Executive Director may authorize the addition of a Conditional Participant, but continuation of the Conditional Participant must be approved or disapproved by the Board of Directors at their next meeting.

3.1.5. Emergency Medical Services Participants

An Emergency Medical Services Provider may become an Emergency Medical Services Participant if authorized by the Board of Directors to use the Radio System with the conditions as set forth by the Board of Directors. Emergency Medical Services Participants have no Cooperative voting rights or representation on the Board of Directors or the Executive Committee. Emergency Medical Services Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees and costs will be assessed to Emergency Medical Services Participants.

3.1.6. Public Safety Service Participants

A provider of Public Safety Service may become a Public Safety Service Participant if authorized by the Board of Directors to use the Radio System with the conditions as set forth by the Board of Directors. Public Safety Service Participants have no Cooperative voting rights or representation on the Board of Directors or the Executive Committee. Public Safety Service Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees and costs will be assessed to Public Safety Service Participants.

3.1.7. Admission

Any entity, agency or organization in the Radio System service and expansion area, as defined by the Board of Directors, may apply for Membership or Participant user status. Membership or Participation will only be considered if all of the following occur:

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

- Applicant submits a written request to the Board of Directors;
- Board of Directors approves applicant's written request;
- Applicant enters into an agreement with the Cooperative that specifies the fees and costs the applicant shall pay to the Cooperative pursuant to Section 4 of this Agreement;
- Applicant enters into an agreement with the Cooperative that provides for long term use of frequencies, Equipment and Facilities shared or contributed by the applicant to improve the Network, increase capacity, or increase coverage;
- Applicant meets all conditions imposed by the Board of Directors; and
- Member applicant executes and becomes a party to this Agreement.

3.1.7.1. Evaluation Factors

The Board of Directors has the sole and absolute discretion to either summarily deny or consider applicants for Membership or Participant status. If the Board of Directors elects to consider an application, the Cooperative will conduct an Impact Assessment to determine costs, risks and benefits to the Cooperative. The applicant shall pay the cost of the Impact Assessment prior to commencement of the analysis.

After completion of the Impact Assessment, the Executive Director, being advised by the Operations Working Group and Technical Working Group, will develop a written recommendation, complete with financial, technical and Network operational impact statements, for Executive Committee review and Board of Directors approval.

The Cooperative shall evaluate all requests giving the highest priority to maintaining service for public safety services. The Cooperative shall not admit non-public-safety service users if such admittance would compromise the performance of the radio system in addressing public safety services. The Cooperative will evaluate requests for new membership using the following factors:

- Impact on Radio Frequency coverage;
- Impact on the Radio System Grade of Service (GOS);
- Interoperability requirements (e.g., extent of wide area roaming for both the existing and new members);
- Need for additional infrastructure;
- Regulatory constraints;
- Applicant's infrastructure;
- Applicant's user needs assessment;
- Transport Network availability;

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

- Cost impacts;
- Impact on current operations;
- Roaming impact on existing Members;
- Benefits to the Cooperative to admit the applicant; and
- Additional factors as determined by the Cooperative.

3.2. Cooperative Organization

The Cooperative organization shall have a Board of Directors, Executive Committee, and an Executive Director.

3.2.1. Board of Directors

The Board of Directors shall set Cooperative policy, establish funding, approve membership, and exercise any other authorized powers and duties. The Board of Directors shall act only by formal recorded action.

3.2.1.1. Members

The Board of Directors shall consist of the Representatives of the Members of the Cooperative.

3.2.1.1.1. Representatives

Each Member is entitled to appoint one person to serve as that Member's Board of Directors Representative and one person to serve as an Alternate Representative. If the Board of Directors Representative is not present at a meeting, then the Alternate Representative of the Member shall act temporarily in place of the Board of Directors Representative and may exercise all powers of the Board of Directors Representative.

The Member shall notify the Executive Director in writing of the person who will serve as that Member's Board of Directors Representative and Alternate Representative. The appointment is effective when the Executive Director receives the written notice.

The Board of Directors Representative or Alternate Representative shall be vested with the authority to lawfully act on the Member's behalf with respect to the Cooperative. Each Member shall be bound by the acts of its Board of Directors Representative and/or Alternate Representative, and the Cooperative may rely on the act of a Board of Directors Representative and/or Alternate Representative the same as if such act were done by the Member.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

3.2.1.1.2. Removal or Replacement of Representative

A Member may remove or replace its Board of Directors Representative and Alternate Representative at any time by giving written notice to the Executive Director. The removal or replacement of a Board of Directors Representative or Alternate Representative is effective when the Executive Director receives the notice.

3.2.1.2. Meetings

The Board of Directors shall hold regular meetings monthly, except to the extent that, and for such periods of time as, the Board of Directors shall determine that regular meetings should be held more or less frequently.

3.2.1.2.1. Chair and Vice-Chair

The Board of Directors shall elect one of its Members as the Chair. The Chair shall be the presiding officer of the Board of Directors and shall have a voice and vote in all Board of Directors proceedings. The Chair shall serve a two-year term. No Member shall serve two consecutive terms as Chair. The Board of Directors shall elect one of its Members as Vice-Chair, who shall execute the duties of the Chair during the absence or disability of the Chair. During the absence or disability of the Chair and Vice-Chair, the Board of Directors shall elect a presiding officer for the meeting.

3.2.1.2.2. Special Meetings

Two or more Members with approval of the Chair may call a special meeting of the Board of Directors upon a minimum of three (3) working days' notice to the other Members. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days' notice, provided that a Quorum is present and appropriate notice is given.

3.2.1.2.3. Notice and Agenda

The Executive Director shall prepare the notice, agenda, and minutes of Board of Directors meetings. A Member may add an item to be considered by the Board of Directors to the agenda by timely notifying the Chair and the Executive Director. The Executive Director shall provide the notice and agenda of a Board of Directors meeting to each Member with at least as much notice as is given to the public.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

3.2.1.2.4. Quorum

A quorum is required to conduct business. To constitute a quorum, a majority of all Members must be present.

3.2.1.2.5. Attendance

Upon approval by the Chair, a Member may attend and participate in a meeting by teleconference or videoconference, and such attendance and participation shall have the same effect as if the Member were present in person.

3.2.1.2.6. Rules

The Board of Directors shall establish rules for its proceedings. An item not specifically covered by the rules established by the Board of Directors or by law shall be decided by the presiding officer using the latest standard edition of Robert's Rules of Order.

3.2.1.3. Voting Methodology

It is contemplated that all Members will strive to promote cooperation and the welfare of the Cooperative. Each Member attending a meeting of the Board of Directors is required to vote on all legal matters to be decided by the Board of Directors at that meeting. A voluntary abstention, or a vote excused by applicable federal or state conflict of interest laws shall not be counted as a vote. Only Members in Good Standing are allowed to vote. Proxy votes are not permitted.

The voting rights of a Member shall be suspended for non-payment of the Member's financial obligations to the Cooperative, in accordance with the IGA, Section 8, Failure to Pay Financial Obligation. If a Member's voting rights are suspended, this shall not affect the number of Weighted Votes of the other Members or the number of Weighted Votes required to decide a matter. The Weighted Votes of the Member whose voting rights have been suspended shall not be counted.

3.2.1.3.1. Numerical Voting

All matters shall be decided by a Numerical Vote, provided that any Member may call for a Weighted Vote at any time before or after the Numerical Vote if the call for the Weighted Vote is made before adjournment of the meeting at which the Numerical Vote is taken. A Numerical Vote shall pass by the affirmative vote of a majority of the Members of the Board of Directors present and voting. In case of a tie in votes on any motion, the motion shall be considered lost. If a Weighted Vote is taken, the Numerical Vote shall have no effect unless it is in accord with the Weighted Vote.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

3.2.1.3.2. Weighted Voting

Each Member of the Board of Directors shall have the number of Weighted Votes that are calculated in accordance with the following formula: $\text{Weighted Votes} = 100 \times (\text{Total of Member's Subscriber Units} / \text{Total Subscriber Units activated for use on the Radio System})$. The number of Weighted Votes of each Member shall be recalculated at the beginning of each quarter or whenever a new Member joins the Cooperative.

A Weighted Vote shall pass by both the majority of the numerical vote and the affirmative vote of Members representing eighty percent (80%) of the Weighted Votes of the Members voting. If the Weighted Vote does not pass, the original Numerical Vote has no effect. A Weighted Vote shall be taken on a roll call basis.

In the event a Weighted Vote does not pass and the Board of Directors is unable to decide the matter despite further discussion and another vote or votes, any Member may call for mediation to attempt to resolve the matter, and the Board of Directors shall upon that request, submit any matter that cannot pass a Weighted Vote under Section 3.2.1.3.2 to mandatory mediation before a single mediator, as defined in Section 21.4 of the IGA.

3.2.2. Executive Committee

The Executive Committee shall review and approve all proposals and recommendations, budget and financial reports, Network performance reports, and Board of Directors meeting agendas prior to submittal to the Board of Directors. The Executive Committee shall have the authority to return proposals and recommendations back to the originator for review and revision. The Executive Committee shall identify for the Board of Directors performance issues and recommendations for Network enhancements and construction.

At least one Representative from the Executive Committee shall attend each Board of Directors meeting.

3.2.2.1. Representation

The Executive Committee shall consist of seven Executive Committee Representatives appointed by the Board of Directors from persons nominated by Member entities. The Committee shall consist of: one (1) Pima County executive manager, one (1) City of Tucson executive manager, one (1) Law Enforcement executive manager; one (1) Fire Services executive manager; one (1) at large user or tribal executive manager; one (1) member Chief Information Officer (or equivalent); and one (1) executive manager from a Maintenance Provider or Network Managing Member. The initial appointment of the executive manager from a Maintenance Provider will be a City of Tucson representative. The composition of the Executive Committee shall not result in

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

a single Member having majority representation on the Committee. Every two years the Board of Directors shall review the Executive Committee representation.

3.2.2.1.1. Chair

The Executive Committee shall elect one of its Representatives as Chair. The Chair shall be the presiding officer of the Executive Committee and shall serve a two-year term. The Chair shall not serve two consecutive terms.

The Executive Committee shall elect one of its Representatives as Vice-Chair. The Vice-Chair shall execute the duties of the Chair during the absence or disability of the Chair.

During the absence or disability of the Chair and Vice Chair, the Executive Committee shall elect a presiding officer for the meeting.

3.2.2.2. Meetings

The Executive Committee will conduct regularly scheduled meetings. These meetings shall be held at least once monthly prior to the Board of Directors' meeting. Two (2) or more Representatives, with the approval of the Chair, may call a special meeting of the Executive Committee upon a minimum of three (3) working days notice to the other Representatives. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days notice, provided that a Quorum is present and appropriate notice is given.

3.2.2.2.1. Quorum

To constitute a quorum, there shall be at least four (4) Executive Committee Representatives present.

3.2.2.2.2. Attendance

Subject to approval by the Executive Committee Chair, a Representative may attend and participate in a meeting by teleconference or videoconference, and such attendance and participation shall have the same effect as if the Representative were present in person.

3.2.2.3. Voting Methodology

A quorum shall be present to conduct business. A majority vote of the members present is required to approve any action taken by the Executive Committee.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

3.2.3. Executive Director

The Board of Directors shall approve the process for selection and appointment of an Executive Director to perform Cooperative administrative duties. The selection and appointment process will comply with the internal Personnel Policies of the Administrative Managing Member. The Board of Directors will make final recommendations for appointment of the Executive Director to the Administrative Managing Member. The Executive Director will be an unclassified, at-will employee of the Administrative Managing Member. The Board of Directors will conduct annual performance reviews of the Executive Director and make retention recommendations to the Administrative Managing Member. The Executive Director will report to the Executive Committee and serve as an ex officio, non-voting member of the Cooperative Board of Directors, and Executive Committee. The Executive Director shall:

- Maintain contact information for all Board of Directors, Executive Committee, and working group representatives;
- Attend all meetings and coordinate efforts of the Board of Directors, Executive Committee, and Operations Working Group;
- Prepare and maintain meeting notices, agendas and minutes for the Board of Directors and Executive Committee and Operations Working Group;
- Manage the overall administrative functions of the Cooperative;
- Assemble working groups, in addition to the Technical and Operations Working Groups, as necessary to address issues;
- Prepare and submit to the Executive Committee and the Board of Directors revenue and expenditure budgets and financial reports that follow standard accounting practices;
- Update fee schedules and provide billing and cost recovery services using standard accounting practices;
- Maintain an inventory of all Network infrastructure and real property used on behalf of the Cooperative;
- Provide monthly Network performance reports;
- Maintain contact information for all Members and member agencies;
- Serve as the custodian of records for the day-to-day operation of the Cooperative and maintain this Agreement and all other records of the Cooperative in accordance with the records retention and disposition schedule of the Administrative Managing Member;
- Annually update the PCWIN Business Plan, including a five-year financial forecast for approval by the Executive Committee and the Board of Directors.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

- Maintain operating procedures and policies; and
- Perform other duties as directed by the Board of Directors and the Executive Committee.

3.2.4. Operations Working Group

The Operations Working Group (“OWG”) shall be responsible for addressing non-technical Radio System operational issues and maintaining Board of Directors approved comprehensive policies and procedures for the non-technical operation of the Radio System. The Operations Working Group shall review the Cooperative policies and procedures on an as needed basis, but not less than bi-annually, and shall submit necessary revisions to the Executive Director for Board of Directors approval.

3.2.4.1. OWG Representation

Each Member may have up to four (4) OWG representatives (“Agency Representatives”), with one (1) Agency OWG Representative each from a Law Enforcement Agency, Fire Services Agency, Municipal Agency and Dispatch Center. However, each Member may only have an OWG Representative from each agency for which the Member has actual users on the Radio System. Each Associate, Emergency Medical Services, and Public Safety Service Participant may have one (1) OWG representative. The OWG Representatives will act as liaisons to their respective agencies and are responsible for promptly notifying the OWG of issues potentially affecting Radio System operations.

3.2.5. Technical Working Group

The Technical Working Group (“TWG”) shall be responsible for addressing all technical, architectural and engineering issues and maintaining Board of Directors approved comprehensive policies and procedures for the technical operation and maintenance of the Network. The TWG shall review the Board of Directors approved policies and procedures on an as needed basis, but not less than bi-annually, and shall submit proposed revisions to the Executive Director for Board of Directors approval.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

3.2.5.1. TWG Representation

Each Maintenance Provider may have up to three (3) representatives from their respective technical support teams. The TWG is led by one (1) representative from the Network Managing Member.

The TWG will assign one (1) representative from a Network Managing Member and one (1) representative from a Maintenance Provider represented within the TWG to provide technical expertise to assist the OWG in making decisions regarding potential actions effecting the Network.

4. FINANCIAL MANAGEMENT

The Administrative Managing Member shall be responsible for all financial management responsibilities including, but not limited to, fund management, budget development, calculating rates and fees, Member billing, procurement, financial reporting, and financial audits.

The Administrative Managing Member will establish one or more special revenue funds, including but not limited to, operating accounts, capital projects accounts and/or debt service accounts for the financial transactions of the Cooperative which are separate and distinct from any other funds of the Administrative Managing Member. It is the intent that the Cooperative holds the funds on a combined basis and each individual Member does not have a separate account. However, if Special Assessments or other fees are assessed on a basis that is not equal among all members separate ownership funds and accounts shall be established. The funds deposited into any Cooperative related funds or accounts are restricted funds and may be used only for the purposes set forth in this Agreement or in the IGA. Interest or interest expense will be applied monthly to each account or sub-account established under this Agreement. The interest or interest expense will be based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member's pooled cash account. Interest earned will be deposited into the account or sub-account on which it was earned for uses authorized by this Agreement.

The Executive Director shall provide the Board of Directors copies of the Administrative Managing Members policies and procedures related to the review and approval of expenditures charged to the Cooperative.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

4.1. Budget and Financial Reporting

The Executive Director, in cooperation with the Operations Working Group and Technical Working Group, shall prepare a Preliminary Budget for the subsequent fiscal year, a Five-Year Financial Forecast, Fund Balance Reports and the presentation of material financial issues and assumptions to present to the Executive Committee, by November of each year.

After approval by the Executive Committee, the Board of Directors shall adopt each subsequent fiscal year's final operational and capital budget by December 31st of the prior fiscal year. The budget approved by the Board of Directors shall be the basis for developing the Annual Membership Fees. A copy of the adopted budget shall be provided to all Members and paying Participants by January 31st of the prior fiscal year.

After the end of each fiscal year, the Executive Director shall submit to the Executive Committee and Board of Directors a summary of financial activity, including a comparison of budgeted and actual revenues and expenditures.

4.1.1. Preliminary Budget

The Preliminary Budget shall include all funding sources and all expenditures including but not limited to operational and maintenance costs, direct and indirect costs, planned capital costs for the subsequent fiscal year and transfers.

4.1.2. Five-Year Financial Forecast

The Five-Year Financial Forecast shall include all revenues and expenditures of the Cooperative including projected revenues, operational and maintenance expenses, and capital costs. The presentation of the forecast shall include the current year estimates, five projected years including the Preliminary Budget year plus four additional years. The Five-Year Financial forecast will include fund balance for all years presented and portions of fund balance with restricted uses will be identified. All significant issues and financial assumptions influencing the preparation of these reports shall be detailed and included as a part of the presentation. The Five-Year Financial Forecast will be used to prepare future years' annual budgets.

4.1.3 Fund Balance Report

A Fund Balance Report shall be prepared for the Cooperative Operating Fund, the Infrastructure Replacement and Expansion Fund, and any other funds established related to the activities of the Cooperative. A Fund Balance Report shall provide a projection of annual fund balances through the period covered by the Five-Year Financial Forecast. The report shall identify any balances that are restricted and include recommendations regarding the adequacy of the fund balance reserve.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

4.1.4 Financial Reporting

On a quarterly basis, the Administrative Managing Member shall provide a report to each Member which includes quarterly and fiscal year to date actual revenue and expenditures compared to the budgeted revenues and expenditures and a report that provides a listing of outstanding accounts receivables (billings) from all Members.

On an annual basis the Administrative Managing Member will provide a balance sheet, statement of revenues, expenditures and changes in fund balance for each accounting fund related to the Cooperative.

4.2. Funding

The Members, Emergency Medical Services Participants, and Public Safety Services Participants shall fund the Cooperative through Annual Membership Fees, Special Assessments, interest earnings, grants, and any other available funding source as determined by the Board of Directors.

4.2.1. Annual Membership Fee

Each Member agrees to pay an Annual Membership Fee which in aggregate of all Members and combined with other available revenues will fund the budget as adopted including the cost of Cooperative Administrative Services and Network Operations and Maintenance Services. In addition, the Fee will be assessed to maintain a Minimum Fund Balance. The Annual Membership Fee may include an assessment for Infrastructure Repair and Replacement if determined by the Board of Directors during the budget and rate setting process. Funds in excess of the Minimum Fund Balance requirement at the end of the fiscal year will be used to reduce the following year's Annual Membership Fee requirement unless the Board takes action to allocate excess funds to Infrastructure Repair or Replacement projects. Emergency Medical Services Participants and Public Safety Services participants are assessed the Annual Membership Fee.

Specific direct and indirect costs that will be included in the operating rate will be developed and presented to the Board of Directors for approval for determination of the Annual Membership Fees.

Repair and maintenance of Subscriber units is not included in the Annual Membership Fee. After the asset transfer of Subscriber Units purchased as part of the PCWIN project funding, the cost of replacement purchasing, maintaining and programming Subscriber Units shall be borne solely by the Member owning the Subscriber Units.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

4.2.1.1. Rate Approval

The Annual Membership Fee rate shall be adopted by the Board of Directors not later than one hundred twenty (120) days prior to the beginning of the fiscal year in which the proposed rates are to be in effect.

4.2.1.2. Billing and Payment Basis

The Annual Membership Fee shall be assessed, billed and paid on a quarterly basis in advance. A Quarter is defined as the three month period beginning the first day of July, October, January and April. The Administrative Managing Member shall submit invoices forty-five (45) days prior to the first day of the Quarter to each member for the quarterly subscriber fees due. Payments are due on the first day of the Quarter or 45 days from the invoice date if the invoice date is less than 45 days from the beginning of the Quarter. Any other fees billed will be due 45 days from the invoice date. The Administrative Managing Member will transfer funds to pay for its quarterly share of the Annual Membership Fee at the first day of each Quarter, all other fees, including late payment fees and special assessments shall be transferred by the Administrative Managing member consistent with the payment schedule of other members.

Annual Membership Fee rate is established for the fiscal year and will only change as described in 4.2.1.3. Each Member shall pay the Annual Membership Fee rate for each Subscriber Unit in use on the Network at the time the fee is assessed. Changes to the number of Subscriber units using the Network will be not be adjusted for billing purposes mid-quarter.

A late payment charge will be assessed at the rate of one percent (1%) per month for all payments received late. If the Administrative Managing Member does not transfer its share of the cost to the Cooperative Operating Fund as provided herein, the Administrative Managing Member shall pay interest at the rate of one percent (1%) per month. Interest collected will be deposited into the Cooperative Operating Fund and be used to offset operating and maintenance costs.

In the event a Member disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Member shall pay the disputed amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid, and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution terms and conditions outlined in the IGA, Section 20, Default and Cure, and Section 21, Alternative Dispute Resolution. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five days of the invoice date, the Member waives its right to file a protest.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

If a Member withdraws from the Cooperative, that Member shall be responsible for all unpaid fees applicable for time of the Member's Membership.

4.2.1.3. Interim Adjustments

If at any time during the current fiscal year, the Executive Director reasonably believes the budget used to determine the Annual Membership Fees is grossly inaccurate and the fund will be materially underfunded and the fund does not have adequate fund balance and/or liquidity to address any underfunding until the Annual Membership Fee rate can be adopted by the Board of Directors for the following fiscal year the Executive Director may present to the Executive Committee and Board of Directors a new budget. The Annual Membership Fee can be reduced during the fiscal year in material over-funding situations. Upon approval by the Board of Directors, the new budget shall be used to recalculate the Annual Membership Fee rate and new rates will be used to calculate the remaining Member fees due in that fiscal year.

If infrastructure replacement and enhancement projects are delayed, the Administrative Managing Member may propose interim changes to reduce the quarterly Annual Membership Fee rate. If infrastructure replacement and enhancement projects are advanced and the fund does not have adequate liquidity to prudently fund the advanced expenditure until the following fiscal year when rates can be revised to adjust for the advanced expenditure, a Special Assessment may be proposed by the Administrative Managing Member. Actions to change the Annual Membership Fee rate or implement a Special Assessment require approval by the Board of Directors.

4.2.1.4. Cooperative Operating Fund

The portion of the Annual Membership Fee assessed and collected to cover the cost of Cooperative administration services, Network operations and maintenance, and to maintain the minimum Cooperative Operating Fund balance, shall be deposited in the Cooperative Operating Fund.

4.2.1.4.1. Minimum Fund Balance Cooperative Operating Fund

Members agree to establish and maintain a minimum operating fund balance reserve equal to twelve and one half percent (12.5%) of yearly budgeted estimated total operation and maintenance costs excluding Infrastructure Repair and Replacement Charges and Special Assessments. It is anticipated that the Minimum Balance will be funded during the first year of operations through excess funds collected during the Initial Year Assessment. Any additional funds needed after the initial fiscal year to meet the Minimum Fund Balance will be assessed over the subsequent two fiscal years through the Annual Membership Fee rate. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

4.2.1.5. Infrastructure Replacement and Enhancement Fund

The portion of the Annual Membership Fee assessed and collected to cover Board approved infrastructure replacements and enhancements and to maintain the minimum Infrastructure Replacement and Enhancement Fund balance shall be deposited into the Infrastructure Replacement and Enhancement Fund.

The Members agree to establish the Infrastructure Replacement and Enhancement Fund reserve to replace specific infrastructure identified in the Business Plan. Each year, the Board of Directors shall establish an assessment to be included in the Annual Membership Fee rate that is intended to provide adequate funding over time to replace infrastructure in a timely manner and minimize the volatility in the Annual Membership Fee rate. An additional assessment may be included for system enhancements as determined by the Board of Directors. No Minimum Balance is established for the Infrastructure Replacement and Enhancement Fund, the Minimum Balance will be maintained as necessary to replace infrastructure and fund system enhancements as determined by the infrastructure replacement plan and the Board of Directors. Each Member's obligation shall be proportionate to its Subscriber Units in use on the Radio System at the time the fee is assessed. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.5.1. Approved Uses

The Infrastructure Replacement and Enhancement Fund shall be used only for infrastructure replacements as defined in the Business Plan and enhancements approved by the Board of Directors except in the event of a major failure, disaster or force majeure event that necessitates immediate action to restore the Radio System to operating condition. In such cases, the Executive Director is authorized to withdraw funds. Funds withdrawn under these circumstances shall be reported to the Members at the next Board of Directors meeting for after the fact approval and special assessment, if necessary.

Members agree that expenditures against the Infrastructure Replacement and Enhancement Fund shall not be authorized if they will cause the fund to be in a deficit position at any point in time. If the Infrastructure Replacement and Enhancement Fund is negative at the end of any month, the Administrative Managing Member will bill each Member for an amount sufficient to cover the shortage. These bills will be sent to each Member and payments for these billings must be received by the Administrative Managing Member within forty-five (45) days.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

4.2.2. Special Assessments

The Board of Directors may assess other fees on an as-needed basis to pay the costs of unplanned projects such as disaster recovery, the use of the Radio System by an Interoperability or Conditional Participant, or to pay the costs of special projects or system changes and/or expansions not previously included in the budget. Such changes may not benefit all Members in a reasonably proportionate manner. Fees may be assessed proportionately or individually, as approved by the Board of Directors, and need not be equal among Members. Any fees not assessed on an equal basis to all Members will be segregated in separate accounts for the individual member, each account will earn interest and will be the property of the individual Member not the Cooperative for use by the Cooperative for purposes for which the Special Assessment was assessed. Fees collected as a special assessment shall be deposited into a special revenue fund.

4.2.2.1. Cooperative Special Assessment Fund

The Cooperative Special Assessment Fund shall only be used to pay the costs of the projects for which a Special Assessment has been imposed. Subsidiary records for each project will be maintained.

4.2.2.1.1. Activity Statements

If separate Member accounts are established, on a quarterly basis, each Member will receive an Activity Statement for its Special Assessment Fund Project(s) Subsidiary Account(s). The statements will indicate dates and amounts of all payments made into the accounts, including interest payments, as well as expenditures charged to the accounts.

4.2.2.1.2. Settlements

After the project funded with the Cooperative Special Assessment Fund is completed and all related debts have been paid, the Administrative Managing Member shall prepare a reconciliation of the project's subsidiary account by comparing fees assessed and paid to actual expenditures paid. If the reconciliation shows actual expenditures exceeded fees assessed and paid, the Administrative Managing Member will bill the applicable Member(s) for an amount sufficient to cover the shortage. If the reconciliation shows expenditures are less than the fees assessed and paid, the unused fees shall be either refunded or applied as a credit to the applicable Member(s) account(s). When more than one Member is funding a project, billings and refunds will be sent to each Member in accordance with the Board of Directors approved funding plan for the project.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

4.2.2.2. Applicant Impact Assessment

Each entity, agency or organization considered for membership or participation shall pay a Special Assessment to cover the cost of developing an Impact Assessment that will address the effect of the request on the existing infrastructure and Members. The Special Assessment shall be paid prior to commencement of the Impact Assessment study.

4.2.2.3. New Member

Each new Member, Emergency Medical Services Participant, and Public Safety Services Participant to the Cooperative shall pay a Special Assessment equal to the full cost associated with providing services to the new Member. The amount to be paid will include the cost to provide service to the new Member's Subscriber Units, any investment in Network infrastructure necessary to increase Radio System capacity or radio services coverage, proportionate share of any required reserve balances, and other costs deemed necessary to ensure existing Members receive the same services and benefits they received before the new Member joined the Cooperative. The Special Assessment shall be paid in accordance with the terms and conditions established by the Board of Directors as part of the membership agreement.

4.2.2.4. Existing Member Capacity and Coverage Upgrade

A request from an existing Member, Emergency Medical Services Participant, and Public Safety Services Participant expected to impact the Radio System coverage, capacity and/or performance of other Members will require the requestor to pay a Special Assessment to cover the cost of an Impact Assessment to determine the impact of the request on the existing infrastructure and Members. Requests requiring a Special Assessment shall include, but are not limited to, requests to increase the number of Subscriber Units, Talkgroups, roaming profiles, or coverage individually or cumulatively, by more than ten percent (10%). The Impact Assessment study shall determine the cost and benefits of the request and assess the impact on the existing infrastructure including, but not limited to, controllers, base stations, facility capacity, traffic capacity, roaming capacity, microwave/fiber capacity, and overall coverage. The Operations Working Group shall consider such requests upon payment of the Special Assessment and forward their recommendation to the Executive Committee for review and Board of Directors for approval.

4.2.3. Grants

Acceptance and use of grant funds is at the discretion and approval of the Board of Directors, and the approval of the governing body of the Member which will contract with the granting authority. Grant funds acquired on behalf of the Cooperative will be used to reduce costs for the project for which the grant was applied. The application for, or the award of a grant, shall not

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

relieve a Member of its obligation to pay, within forty-five (45) days of the invoice date, costs billed in accordance with this Agreement. Grant funds used for a project related to a Special Assessment will be credited to each Member in proportion to the amount of funding each Member contributed towards the grant project, as grant funds are received.

4.3. Books and Records; Annual Financial Audit

The Administrative Managing Member shall keep and maintain proper and complete books, records and accounts of the financial activities of the Cooperative. The books, records and accounts of the Administrative Managing Member shall be available for inspection and audit by duly authorized representatives of any Member at all reasonable times.

An annual independent audit or review of Cooperative financial schedules and records will be conducted annually. All funds and accounts related to the Cooperative or Individual Members, will be included in the audit or review. The independent accounting firm will provided assurance that the balance sheet, statement of revenues, expenditures and changes in fund balance are fairly presented given an appropriate materiality level as determined by the independent audit firm. An analysis and report which provides assurance that the direct and indirect costs included in the Annual Membership Fee rate and the direct and indirect costs charged to any Cooperative accounts are proper, reasonable and fairly calculated. The report by the independent accountants will be made available to all Members.

4.4. Member Assets

Each Member shall retain any and all right, title and interest in real estate, real property and fixtures thereto, including without limitation real estate, buildings, structures, towers, and generators that the Member owns, leases or licenses and that the Member authorizes or allows the Cooperative to utilize as part of the Network.

Each Member is responsible for and shall bear the cost of maintaining its real estate and real property, including fixtures thereto, which are utilized by the Network, to the extent necessary to maintain the operational integrity and capacity necessary to operate the Network. Each Member agrees that it will make all arrangements necessary to allow the Managing Members reasonable access to that Member's Facilities and Equipment that are utilized by the Network for the purposes of inspecting, operating, and maintaining the Network. Prior to exercising the right of inspection provided by this paragraph, the Managing Member shall give the Member whose property is to be inspected reasonable notice under the circumstances then existing.

It is the responsibility of each Member to ensure the viability of the Network by keeping the Network functioning as a whole. Each Member agrees that as part of its obligations and commitments in support of the Cooperative that it will not dispose of or remove from the

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

Network property or assets that it has allowed the Cooperative to use in the Network, if such removal would compromise the system as a whole unless it provides alternative equipment, services or facilities to ensure there is no adverse impact on the Network. A Member seeking to remove property or assets shall provide twenty four (24) months' notice to the Cooperative, and shall bear the expense of maintaining network integrity.

5. INSURANCE

5.1. Real Property

Each member is responsible to insure real property, including fixtures thereto, titled in its own name.

Each member who has leased real property, including fixtures thereto, to be used in the cooperative is responsible to insure that property according to the terms of the lease.

5.2. Member-owned Property

Members are responsible for providing insurance, as directed by the Board of Directors, for all individually owned property brought into the network as described in Section 5.4 of this document.

Members are responsible to insure all personal property brought into the network as described in Section 5.4 of this document.

5.3. Liability Insurance

Each member shall provide individual liability insurance coverage as required by Section 5.4 of the IGA.

5.4. Insurance Programs

The Cooperative, Board of Directors, individual members and Administrative Managing Member may use any combination of insurance, excess insurance or self-insurance to satisfy the terms of this Section 5, provided that the minimum requirements set forth in Section 5.4 of the IGA are met.

6. SERVICES

The Cooperative will develop policies, procedures and guidelines that govern how Members, Participants, Associates, and Conditional and Interoperability Participants obtain services, whether routine or emergency, establish Talkgroups, set priorities, determine roaming/site

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

access, use encryption, and operate on the Radio System. When using the Radio System each Member shall abide by all policies, procedures and guidelines established by the Cooperative and the terms and conditions of all applicable Agreements.

6.1. Programming and Reprogramming

The Board of Directors authorized Network Managing Members and Maintenance Providers, shall program or reprogram all Subscriber Units with a valid Radio System key and encryption keys. All Subscriber Units shall only be programmed or reprogrammed with valid programming templates that have been approved by the Cooperative. The cost of programming or re-programming Subscriber Units is the sole responsibility of each Member and is not included in the Annual Membership Fee.

6.2. Encryption

Maintenance Providers shall provide key management services including generation, distribution, storage, destruction and maintenance of key materials. Individual Members may be required to update key materials in Subscriber Units as directed by the Cooperative. The Cooperative may designate other agencies, such as Federal agencies, to provide key management services in special circumstances.

6.3. Radio System Management

The Board of Directors authorized Network Managing Member shall program, maintain, and manage the Radio System databases in a manner that minimizes the degradation of operational performance and the loss or corruption of data. Cooperative established policies and procedures applicable to Radio System management shall be followed by all in performing these duties.

6.4. Transport Network Management

Individual Maintenance Providers shall program, maintain, and manage the segments of the Transport Network that they provide.

The Network Managing Member will coordinate Transport Network service level commitments, software upgrades, repair and troubleshooting, and problem resolution with the Maintenance Providers.

6.5. Interoperability

The Cooperative shall establish procedures and practices to support interoperability among all Radio System users. The Cooperative shall follow the National Incident Management System (NIMS) protocols for interoperable communications.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

6.6. Training

Each Radio System user shall ensure that its users are properly trained prior to any use of the Radio System.

7. PERFORMANCE AND OPERATION

The Radio System is designed and implemented in accordance with design and evaluation standards for public safety systems. During the technical analysis phase for adding new Members to the Radio System, the Cooperative shall follow the Cooperative design criteria and evaluation standards to protect both current and future Members. The Cooperative shall be responsible to maintain coverage, capacity and performance in accordance with public safety needs, requirements and standards. The Cooperative intends to maintain the existing Radio System coverage and capacity requirements; however, there are no guarantees of Radio System reliability and availability for new Members when operating within the existing service territory. The Cooperative anticipates, in certain situations restrictions may have to be employed to assist with capacity control during the new Member evaluation process. The nature of the restrictions will be explored and discussed with each applicant on a case-by-case basis.

8. MAINTENANCE

8.1. Maintenance Plans Intra/Inter Agency

The Maintenance Providers and Network Managing Members shall provide Network maintenance in accordance with the policies, procedures, standards and responsibilities established by the Cooperative. The Maintenance Providers and Network Managing Members shall provide reasonable notice to Members of any scheduled or unscheduled service affecting a Member's use of the Radio System.

8.2. Ownership and Responsibility for Repair of Subscriber Units

Upon delivery of Subscriber Units by Pima County to Members, all right, title and ownership shall automatically vest in the recipient Members, provided that all requirements of this Exhibit A and the IGA pertaining to maintenance and repair are met.

Each Member or Participant is solely responsible for the maintenance and repair of its Subscriber Units. Only Maintenance Providers, approved by the Cooperative shall be used for the maintenance and repair of Subscriber Units. Authorized Maintenance Providers shall adhere to Cooperative policies and procedures when maintaining and repairing Subscriber Units. All Radio System keys, encryption keys, and configuration programming must be performed by an authorized Maintenance Provider.

INTERGOVERNMENTAL AGREEMENT TO
OPERATE, MAINTAIN, SUSTAIN, IMPROVE AND FINANCE
THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

EXHIBIT A
GOVERNANCE DOCUMENT

8.3. Subscriber Maintenance and Repair Rates

Each Maintenance Provider will annually establish published rates/prices for performing Subscriber maintenance and repair services.

EMC APPROVED

**PCWIN Radio System
Five-Year Financial Forecast
July 2012**

DESCRIPTION	FY 13/14 ¹	FY 14/15	FY 15/16	FY 16/17	FY 17/18
PCWIN PERSONNEL & ADMINISTRATIVE EXPENSES					
SALARIES & WAGES²					
Pima County Positions					
Administration					
PCWIN Director - Admin Support Svcs Mgr - Unclass (7485)	101,231	103,761	103,761	106,355	106,355
Administrative Specialist (1 FTE)	35,000	35,875	35,875	36,772	36,772
Contract Specialist (1 FTE)	48,756	49,975	49,975	51,224	51,224
Technical					
PC ITD Communications Engineer (2.0 FTE)	83,000	170,150	170,150	174,404	174,404
PC ITD Technical Support Engineer - MW (1 FTE)	35,000	71,750	71,750	73,544	73,544
PC ITD Technical Support Analyst - Senior (2 FTE)	65,000	133,250	133,250	136,581	136,581
PC ITD Technical Support Analyst (4 FTEs)	114,500	234,725	234,725	240,593	240,593
PC Administrative Specialist (1 FTE)	17,500	35,875	35,875	36,772	36,772
PC Staff BUDGETED BENEFITS (35% of Base Salaries)	174,995	292,376	292,376	299,686	299,686
City of Tucson Positions					
COT Technician (1 FTE w/Budgeted Benefits)	56,150	115,108	115,108	117,985	117,985
COT Engineer (.4 FTE w/Budgeted Benefits)	32,150	65,908	65,908	67,555	67,555
Out Of State Travel/Training	0	5,500	5,500	5,500	5,500
In State Travel	500	1,000	1,000	1,000	1,000
Dues And Memberships	400	800	800	800	800
Administrative Overhead ³	112,500	225,000	225,000	225,000	225,000
OPERATING EXPENSES					
Office Supplies	975	1,950	1,950	1,950	1,950
Books/Subscriptions/Videos	1,250	2,500	2,500	2,500	2,500
Software - Comm Shop 360	35,000	35,000	35,000	35,000	35,000
Other Operating Supplies	12,500	25,000	25,000	25,000	25,000
Repair & Maintenance Supplies ⁴		130,150	260,301	260,301	260,301
Small Tools & Office Equipment	20,000	20,000	20,000	20,000	20,000
Office Machines/Computers	2,500	5,000	5,000	5,000	5,000
Other Machines/Equipment	500	1,000	1,000	1,000	1,000
Fuel, Oil, Lubricants	500	1,000	1,000	1,000	1,000
Printing & Microfilming	125	250	250	250	250
Postage & Freight	2,500	5,000	5,000	5,000	5,000
Property Damage & Gen Liabilities Insurance Premiums	13,725	18,300	18,300	18,300	18,300
Motor Pool Charges	31,985	63,970	63,970	63,970	63,970
CONTRACTUAL OPERATING EXPENSES					
R&M MACHINERY & EQUIPMENT					
Motorola Software Subscription Agreement	0	208,506	417,012	417,012	417,012
Motorola LMR Technical Support	0	44,574	90,038	90,939	91,848
Motorola Network System Monitoring	0	64,673	129,345	129,345	129,345
Motorola Network Preventative Maintenance	0	25,020	50,039	50,039	50,039
Motorola Advanced Replacement	0	38,606	77,211	77,211	77,211
Motorola NICE Audio Logging Equipment Service	0	43,119	86,238	86,238	86,238
Ceragon Maintenance Support	0	53,609	67,574	70,952	74,500
Ceragon 24 Hr Advanced Replacement & Extended Warranty	0	47,724	63,632	63,632	63,632
Cisco SmartNet (County Equipment \$26,779.85, COT SONET (\$70K)	96,780	96,780	96,780	96,780	96,780
Test Equipment Repair & Maintenance	3,750	7,500	7,500	7,500	7,500
COMMUNICATIONS SITE MAINTENANCE					
BEACON	13,068	13,068	13,068	13,068	13,068
CONFIDENCE	10,307	10,307	10,307	10,307	10,307
GEASA	11,990	11,990	11,990	11,990	11,990
HAYSTACK	18,057	18,057	18,057	18,057	18,057
RVFD	12,767	12,767	12,767	12,767	12,767
SWAN	12,504	12,504	12,504	12,504	12,504
TUMAMOC	11,107	11,107	11,107	11,107	11,107
UTILITIES					
TELEPHONE/VOICE/DATA TELECOMMUNICATIONS					
ITD Network Port Charges (Telephone/Data) (\$35.00/month ea. Staff member)	5,460	5,460	5,460	5,460	5,460
Long Distance Telephone Services	500	500	500	500	500
Cell Phones w/Data (Phones @\$90.00/month ea., Air Cards @ 45.00/mo.)	16,200	16,200	16,200	16,200	16,200
ELECTRICITY					
BEACON	8,000	8,000	8,000	8,000	8,000
BIGELOW - SAT	6,000	6,000	6,000	6,000	6,000
EAGLE	12,500	12,500	12,500	12,500	12,500
KEYSTONE - AZ DPS	3,600	3,600	3,600	3,600	3,600
LEMMON - AZ DPS	3,600	3,600	3,600	3,600	3,600
RVFD	12,500	12,500	12,500	12,500	12,500
SWAN	12,500	12,500	12,500	12,500	12,500
TUMAMOC - AZ Public Media	12,500	12,500	12,500	12,500	12,500
LEASES & RENTALS					
LEASES & RENTALS					
ARIVACA - ASLD Commercial Lease	2,400	2,400	2,400	2,400	2,400
BEACON - Crown Castle Lease	11,124	11,458	11,801	12,155	12,520
BIGELOW - SAT Lease	14,832	15,277	15,735	16,207	16,694

**PCWIN Radio System
Five-Year Financial Forecast
July 2012**

DESCRIPTION	FY 13/14 ¹	FY 14/15	FY 15/16	FY 16/17	FY 17/18
CONFIDENCE - TEP Lease	5,000	5,000	5,000	5,000	5,000
HAYSTACK - ASLD Land Use Permit	1,800	1,800	1,800	1,800	1,800
KEYSTONE - AZ DPS	15,246	15,246	15,246	15,246	15,246
LEMMON - AZ DPS	4,356	4,356	4,356	4,356	4,356
MILDRED - ASLD Commercial Lease	2,400	2,400	2,400	2,400	2,400
PECOC - Master Site & PCWIN Offices	80,380	80,380	80,380	80,380	80,380
RVFD - Rincon Valley Fire District Lease	12,000	12,000	12,000	12,000	12,600
County 1313 S. Mission Rd. - Radio Maintenance Shop	27,629	27,629	27,629	27,629	27,629
REVENUES					
OVPD - 50% of rental 3rd party rental revenues	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
RVFD - rental revenue	(24,000)	(24,000)	(24,000)	(24,000)	(25,200)
	<u>1,420,095</u>	<u>2,802,384</u>	<u>3,388,597</u>	<u>3,426,421</u>	<u>3,431,129</u>
Minimum 12.5% Fund Balance ⁴	423,575				
Amount needed in Annual Membership Fee to maintain Minimum Fund Balance	<u>423,575</u>	<u>0</u>	<u>4,728</u>	<u>588</u>	<u>0</u>
Revenues Required	\$ 1,843,670	\$ 2,802,384	\$ 3,393,325	\$ 3,427,009	\$ 3,431,129

Footnotes:

- 1 - Assumes full year costs for administrative staff and half year for technical staff. Assumes full year costs for leases, utilities and rent payments
- 2 - Staff positions are calculated at mid-range if specific salary not yet known. Assumes a 2.5% salary increase every other year.
- 3 - Repair & Maintenance Supplies in Operating Expenses initially estimated at 1% of FNE with warranty covering the first year of operations.
- 4 - Minimum fund balance initial set for first fully operational year without warranties (Fiscal Year 15/16)

Subject: Pima County Wireless Integrated Network (PCWIN) Mission Statement	Policy Number	Effective Date
	F1	May 26, 2005

Purpose:

This policy implements Pima County Ordinance No. 2004-18, which established the mission of the Pima County Wireless Integrated Network (PCWIN).

Background:

On May 18, 2004 voters authorized the Pima County Wireless Integrated Network (PCWIN). Pima County Ordinance No. 2004-18 establishes the scope of the project. The scope is defined in broad terms. In order to establish clearer expectations for the participant agencies and to more clearly define the project for individuals and consultants assisting with the pre-planning process it is necessary to define the mission, values and goals of the project.

Policy:

A. Mission

The mission of the Pima County Wireless Integrated Network is to design, procure, deploy and operate a regional public safety voice and data communications network, improve public safety radio interoperability; and, to design, construct and operate a regional communications center.

B. Values

In our effort to accomplish our mission, the Pima County Wireless Integrated Network participants will value:

1. Our partner agencies;
2. Cooperation, coordination and compromise required to make this project a success;
3. The safety of Pima County residents;
4. The safety of our public safety officials;
5. Homeland security;
6. Coordinated emergency response;
7. Communications interoperability;
8. Standardized terminology, codes, plans, procedures and protocols that will improve delivery of emergency services;
9. Exemplary stewardship of public funds; and
10. Shared responsibility for maintaining and operating deployed systems.

C. Goals

1. Develop a business plan for the Pima County Wireless Integrated Network that includes a concept of operations, conceptual design, budget analysis, system performance specifications, and an operating and maintenance plan.
2. Assess the wireless communications needs of first responders within the County, including the demand to coordinate between agencies and to use satellite-positioning technology to maximize the safety of the public and of the first responders.
3. Facilitate the execution of intergovernmental or substitute agreements between Pima County and the partner jurisdictions obligating each with specific responsibilities that will further the implementation, operation, support and maintenance of the Pima County Wireless Integrated Network components.

4. Recommend to the Pima County Board of Supervisors policy, procedures and expenditures that will further the Pima County Wireless Integrated Network project in a manner benefiting the citizens of Pima County and the public safety community.
 5. Acquire supplemental federal funding.
 6. Invite participation in the Pima County Wireless Integrated Network by other self-funded border county, state and federal agencies.
 7. Improve communications interoperability between the project partner agencies and other state and federal public safety agencies with whom they must communicate.
 8. Implement a voice communications network that utilizes modern, state-of-the-art technology to support the voice communications needs of the agencies authorized by Pima County Ordinance No. 2004-18 and to improve communications interoperability between PCWIN public safety agencies.
 9. Provide a working level of widespread on-street voice radio coverage throughout Pima County and enhanced in-building penetration within the City of Tucson readily capable of enhancement by the project partner agencies.
 10. Implement a data communications network, network standards, policies and procedures to provide widespread wireless data on-street coverage to support the computer aided dispatch, mobile incident reporting, and automatic vehicle locator applications deployed by the project partner agencies.
 11. Design, construct, occupy and operate a regional communications center co-locating the 9-1-1 public safety answering points and dispatch functions of the Pima County Sheriff's Department and the City of Tucson with the Pima County Emergency Operations Center.
 12. Implement an automatic vehicle location system solution that will provide the project partner agencies with the ability to manage field resources based upon their proximity to emergency incidents.
- D. Bond funds will not:
1. Provide infrastructure for the specific purpose of extending coverage beyond the jurisdictional boundaries of Pima County. Incidental coverage outside Pima County resulting from a final design adopted to provide coverage within Pima County is permissible.
 2. Provide mobile data computers, except those that might be required to support automatic vehicle locating systems deployed by the Pima County Wireless Integrated Network.
 3. Provide software integration services, except those that might be necessary to support operation of the new regional communications center 9-1-1 Public Safety Answering Points.
 4. Provide equipment and services to support the communications requirements of non-public safety functions or employees of the partner agencies.
 5. Provide an interface for mobile data computers to the Arizona Criminal Justice Information System (ACJIS).

References:

Pima County Ordinance No. 2004-18

Subject: Pima County Wireless Integrated Network (PCWIN) Project Manager Spending Authority	Policy Number	Effective Date
	F2	April 26, 2007

Policy:

The PCWIN Project Manager is granted the authority to:

- A. Authorize purchases of services or equipment where the purchase is less than five-thousand dollars.
- B. Authorize purchases of services or equipment greater than five thousand dollars if provisioned within an existing contract or was otherwise approved by previous action of the Executive Management Committee.
- C. Approve tenant relocation, property management and operations and maintenance expenditures necessary to prepare County facilities for future use as a communications center and emergency operations center.

Subject: Designation of the National Incident Management System (NIMS) as the Basis for Incident Management	Policy Number	Effective Date
	G1	Jan. 27, 2005

Purpose:

This policy establishes standard incident management procedures to be utilized by public safety agencies utilizing resources of the Pima County Wireless Integrated Network to manage incidents requiring activation of mutual aid services.

Background:

The President of the United States in Homeland Security Directive (HSPD-5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity.

To facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters.

Implementation of the NIMS standardized procedures for managing personnel, communications, facilities and resources is a requirement for award of future federal grant funds to enhance local agency readiness, maintain first responder safety, and streamline incident management processes beginning with FY 2005 requests. Federal funds are required to supplement implementation of the Pima County Wireless Integrated Network.

Policy:

- A. The National Incident Management System (NIMS) is established as the standard by which participating member agencies will manage mutual aid incidents supported by the Pima County Wireless Integrated Network (PCWIN).
- B. PCWIN Participant agencies are expected to:
 - 1) Formally recognize the NIMS and adopt the NIMS principles and policies;
 - 2) Develop a strategy for full NIMS implementation;
 - 3) Incorporate NIMS into training programs and exercises;
 - 4) Incorporate NIMS into Emergency Operations Plans (EOP); and
 - 5) Institutionalize the use of the Incident Command System (ICS).

References:

Homeland Security Presidential Directive (HSPD-5)
NIMS Integration Center (www.fema.gov/nims)