



MEMORANDUM

Date: July 1, 2015

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator *CHH*

Re: **City of Tucson Concerns Regarding Operating and Maintenance Obligations
Associated with the Bond Program**

Tucson Councilmember Steve Kozachik has, in his last two newsletters, stated concerns regarding operating and maintenance obligations for capital projects constructed with County bond funds. These are normal operating and maintenance obligations that each jurisdiction must be prepared to assume.

I have issued the attached directive to County staff working on the bond program to attempt to alleviate the City's concerns.

If you have any questions regarding this matter, please contact me.

CHH/anc

Attachment

c: Lawrence Hecker Jr., Chair, Pima County Bond Advisory Committee
Carolyn Campbell, Vice Chair, Pima County Bond Advisory Committee
Dr. Liz Rangel, Chair, City of Tucson Bond Project Advisory Committee



MEMORANDUM

Date: July 1, 2015

To: Nicole Fyffe
Executive Assistant to the
County Administrator

From: C.H. Huckelberry
County Administrator 

Re: **Councilmember Kozachik and Mayor Rothschild's Concerns Regarding the Recent Board of Supervisors-approved County Code Amendments for Truth in Bonding**

Reason for Amendments

Over time, there has been increased constituent oversight and involvement in our bond programs. We first implemented the Truth in Bonding Code in 1997, strengthened them in 2004, and wrote detailed Bond Implementation Plan Ordinances for the 1997, 2004, 2006 and 2014 voter bond authorizations. It is likely, given the ability to provide detailed information at low cost over the internet, that many citizens will become increasingly involved in our implementation of voter-authorized bond programs, which is positive. Such will require increased transparency and accountability and are the primary reasons for our recent Code amendments, which will also be contained in our drafted Bond Implementation Plan.

We also know from experience that our citizen appointed Bond Advisory Committees are also increasingly aware of isolated past shortcomings and have a desire, as does staff, to minimize or eliminate past problems or issues. Those committees have dealt with amendments to projects and programs and project delays due to a lack of funding to open and staff new facilities, as well as the apparent lack of adequate maintenance for some public facilities. I am not currently aware of any County bond funded project that has not been adequately maintained to date. Many of the concerns regarding the maintenance of public facilities originated with the City of Tucson Bond Project Advisory Committee and Pima County's Bond Advisory Committee when they believed they were being asked to build or rebuild facilities that had not been adequately maintained, as well as witnessing the City's financial difficulties in opening and staffing facilities. Hence, it is appropriate that the City and County Bond Advisory Committees, as well as voters who may be inclined to vote for capital improvements through bonds, have clear assurance that if they vote to build a new facility, funding will be available to open and staff the facility and adequately maintain and operate it.

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Concerns over Amendments Voiced by the Councilmember Kozachik

These Code amendments, specifically those regarding operation and maintenance, have been characterized by Councilmember Steve Kozachik as intrusive. I have also heard the words "heavy-handed" and "dictatorial." Attached are Mr. Kozachik's June 24 and June 29, 2015 newsletters for your information. Mr. Kozachik also issued a press release on behalf of himself, a Marana Town Councilmember and an Oro Valley Town Councilmember. Given the City's lack of maintenance of key public facilities such as the Tucson Convention Center, Tucson Music Hall, the Eckbo fountains, the Temple of Museum of Art and swimming pools to name a few cases, our Code amendments are both appropriate and necessary to assure voters that new facilities built with bonds will be maintained and adequately operated.

Process of Transparency and Disclosure

As we know, transparency and disclosure to voters regarding County bond programs occur through three processes. First is our Code related to Truth in Bonding, which has been amended to include the required operating and maintenance performance. The second is the Bond Implementation Plan Ordinance that guides overall implementation of the bond program and bond propositions if approved by voters. This document is being drafted and will be circulated for review and comment. The implementation section dealing with operating and maintenance can be expanded to clarify and articulate the intent of the Code requirement, and I will do so in the following section. A third process is the individual project implementing intergovernmental agreement (IGA). These three documents and processes articulate exactly how the bond programs are to be implemented, managed and ultimately operated and maintained. I believe the City has a copy of the sample implementing IGA, which contains sections regarding operating and maintenance and enforcement, inspection and remedies. Any concerns the City may have about the sample IGA should be expressed in writing and they may also suggest how they would modify the implementing intergovernmental agreement but not alter the intent of the Code to have them adequately operate and maintain the facility for a period of years after the project has been completed. I understand City staff have already provided written comments, some of which were already incorporated into the sample IGA.

Specific Operating and Maintenance Obligation Concerns

There seems to be a great deal of concern from Councilmember Kozachik and perhaps the Mayor about Section 3.06.090 of the County Code regarding design, construction and equipping County bond projects by other agencies, specifically Subparagraph B and Subparagraphs 1, 2 and 3.

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Regarding B(1), the issues seem to be with the period of not less than 25 years and applying this timeframe to projects such as highway and street and maintenance repairs. The types of improvements that are made generally for street repairs have a service life of between 10 and 20 years, with some applications having a service life of fewer years. The purpose of expending the funds with the fewer-year service life is that the serviceability of the pavement structure can be significantly extended with minor improvements. This section was not intended to apply to pavement repair, and such can be stated in the IGA for road repair projects. The 25-year period is primarily for capital building facilities and public parks. These all have service lives greater than 25 years. In fact, I cannot remember a time when we have abandoned a park; parks built 100 years ago are still operating today. The same is true for buildings, with the best examples being the County Administration Complex, the former Kino Community Hospital and the Adult Detention Center. All of these buildings were built and/or expanded since the 1970s and are still operating nearly 50 years later.

Regarding B(2), the additional language simply increases transparency and disclosure by requesting the best estimate of actual operating and maintenance costs, as well as sources of funding for these costs. Prior Bond Implementation Plan Ordinances have been vague regarding this topic. For example, in the Bond Implementation Plan Ordinance adopted for the May 20, 1997 Special Bond Election by Ordinance 1997-35, the operating and maintenance cost requirement for City projects and others was a simple statement that this "cost would be paid for by the City of Tucson through an intergovernmental agreement with Pima County." The Bond Advisory Committee and others believed this level of disclosure was not adequate and were specifically concerned about the full impact of operating and maintenance costs and ensuring that jurisdictions that had asked for and received project approvals were fully prepared to meet the future operating and maintenance expenses. If they were not, they could simply choose not to request a project. Such an estimated amount and funding source for operation and maintenance is appropriate and reasonable and improves jurisdictional accountability in requesting capital bond funding from the County.

Regarding B(3), perhaps the most objectionable language for the jurisdictions is the statement "and that the County may suspend the allocation of County bond funding for other not yet built projects if the performance audit results in a finding of unsatisfactory facilities and not returned to good working order within 120 days." This was expanded from 60 days at the request of City staff. This portion of Subsection B(3) is the enforcement component to address any failure to adequately maintain and operate a previously approved bond capital improvement. The fear is that this is a unilateral decision of the County, with no or little due process to dispute our decision regarding the adequacy measure of operation and maintenance. Such is a valid point and can be further clarified and amplified in the Bond Implementation Plan Ordinance and the implementing IGA with the particular jurisdiction.

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Councilmember Kozachik also seems to imply the County wants to control the City budget by requiring these voter-approved projects to be maintained. If the City is not prepared to maintain these bond projects, they should have never been recommended by the City Bond Project Advisory Committee and requested for inclusion in the County bond program by the Mayor and Council. Perhaps Councilmember Kozachik is not aware that the City Bond Project Advisory Committee was as concerned about operating and maintenance costs as Pima County's Bond Advisory Committee.

Specific Options to Resolve Concerns

The following additional items could be considered and added to the Bond Implementation Plan, as well as the Implementing IGA, if such makes the jurisdictions more comfortable with our actual implementation of B(3) of the Code.

1. Corrective Action Plan. If the 120-day timeframe is of concern, it is likely many deficiencies, if they are noted, can easily be corrected in 120 days. Some, however, cannot. Therefore, we should clarify in the Bond Implementation Ordinance that the 120-day period is for either correction or the development of an acceptable corrective action plan. The corrective action plan would identify the problem and define how it will be resolved. If the problem is a substantial capital expense, it may have to be budgeted for in a subsequent fiscal year. Once a corrective action plan has been filed and approved, no further action would occur, provided the plan is followed through to completion.
2. Maintenance Standard. There is some question as to what maintenance standard would be applied, and standards and judgments would differ from person to person or agency to agency. It is acceptable to define a maintenance standard by any recognized agency as a standard practice or acceptable norm. It should be noted this is not a debate about how often the grass is cut; it is about whether the restrooms in a public facility are available for public use and in good working order. The same is true for lighting in a public park. It is obvious when lighting is being adequately maintained, since the lights either work or they do not.
3. Lifecycles. Certain improvements have lifecycles that may be different than other improvements. It is acceptable to define different lifecycles in the overall maintenance and operation plan for a bond improvement.
4. Remedy for Noncompliance. The remedy for noncompliance states "may suspend the County bond funding." It does not say "shall." Before any suspension of bond funding, the matter must be addressed by the governing bodies of the respective jurisdictions. If it is the City of Tucson, it would be the City of Tucson Mayor and Council, as well as the Board of Supervisors. Hence,

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the issue would be elevated to the elected bodies to resolve. If not resolved at the elected body level, we can insert an arbitrational clause between the parties, as litigation should be avoided at all cost.

Operation and Maintenance Funding Availability and Scheduling of Bond Projects

Funding availability to open and staff facilities, as well as to maintain them, is a factor the County is using when developing the schedule for which bond projects are built first within the 12 years of implementation. The City of Tucson provided us with a prioritized list of projects to be built first, second, third, etc., and we hope the City factored operation and maintenance funding availability into this prioritization. Draft implementation schedules for all 99 bond projects will be included in the draft Bond Implementation Plan Ordinance that will be sent to jurisdictions and the Bond Advisory Committee in mid-July for comment.

Summary

The purpose of the Code amendment, Bond Implementation Plan Ordinance and the Implementing IGA as they deal with operation and maintenance for a particular bond-funded project is to assure the public that the newly built capital bond improvement will be available for use during a reasonable lifecycle and time period and that during this time period, the improvement will be adequately maintained and operated. These are reasonable assurances that should be provided to the voters.

I am puzzled by the lack of internal City communication on this matter. We seem to be able to communicate well with their staff on these matters and work out any differences fairly easily, only to be attacked by a Councilmember through press releases.

Please communicate with City staff that I believe they have been very thoughtful and reasonable in their review of the multitude of documents necessary to successfully implement this program.

Also, please continue working with City staff regarding the bond program to ensure they are fully aware of these discussions and have every opportunity to provide suggested or alternative language to resolve any concerns that may arise.

CHH/anc

Attachments

c: John Bernal, Deputy County Administrator for Public Works
Tom Burke, Deputy County Administrator for Administration
Jan Leshner, Deputy County Administrator for Medical and Health Services
Diana Durazo, Special Staff Assistant to the County Administrator

consulted beforehand.

Two Sunday's ago, Patrick McNamara wrote a piece for the Star on the need to look into some form of regional government. Until the incorporated Cities and Towns in Pima County form some sort of bloc and begin to present a more united front, we'll continue to be placed in the position of negotiating without options. This PACC IGA is merely the most current example.

Another item on PACC

For the remainder of June, PACC is waiving the adoption fees for all adult animals being housed out at the center. Two weeks ago they took in over 500 pets in a single week. They're bulging from the overload and need to find good homes for these critters.

I have my differences over the terms of our IGA, and yet I fully support PACC's mission. They never turn away an animal, despite their overcrowded conditions. So, for the rest of the month, any pet that's over three months old will have no adoption fee if you're offering a good home. There's a \$15 dog license fee, but all dogs and cats are spayed or neutered, vaccinated, and micro-chipped. They come with a free vet visit as well.

It's a sad reality, but this effort is doubly important because the shelter needs to clear out some space ahead of the July 4th holiday. It's predictable that they're going to be overrun with new additions scared by the fireworks – jumping the family fence and getting lost in the neighborhood. This adoption fee special is in anticipation of that.

PACC is open from noon until 7pm on weekdays, and from 10am until 5pm on weekends. They're closed on Sunday's for deep cleaning. You can see the adoptable pets through this link: <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=991>

County Bond Election

Several weeks ago, I shared the full list of 99 projects that will be included in the November bond election. That list also showed the individual project funding levels. It's coming to the ballot, so in addition to the overall cost, you should do your homework on how regionally balanced you feel the project distribution is.

I also shared concerns over some of the language I have seen in previous bond-related intergovernmental agreements. We were assured that new IGA terms were being negotiated. Now we've seen them, and the Board of Supervisors has approved those new terms.

One of my objections was that in prior bond IGAs, the City agreed to concede all construction sales tax revenues generated by the bond project to the County. If we were building a new park, for instance, we'd remit to the County the taxes generated by that construction. That language was eliminated from the new IGA template.

Previously, the bond IGAs also had a section obligating all of the cities and towns that had projects to maintain each individual one for a period of 25 years. I had trouble with that commitment because it bound us to maintaining an asset for a period that could be longer than its useful life, and that would very likely be longer than the term of the bond repay-

ment, too. It made no sense.

The newly adopted IGA template makes it worse.

Now, not only are we supposed to keep the item maintained for 25 years, but at any time in that 25 year window the County can step in and tell us that – in their unilateral opinion – we need to put money into repairs and maintenance for any one of our bonded projects. They become the sole arbiter of the standard of maintenance to which we're held accountable. We will be given 120 days to bring whatever it is up to their standards. If we don't, the County can either come in, do the repairs themselves and bill us, or simply put a halt to any of our other bond projects.

I am not willing to concede our budget prioritizing authority to any other jurisdiction, and I am certainly not willing to do it for the next quarter of a century. Here's a potential example:

One of the items has to do with public art. This IGA allows the County to come to us in 20 years and tell us to put money into the maintenance of any or all of the public art pieces contained in this bond election. If we have other budget priorities that prevent us from doing that within 120 days, the County reserves the right to do it themselves and bill us anyway or stop all of our other bond projects dead in their tracks. That would go for roads, parks equipment, buildings, and any other asset that will be considered this November. Here's the language as it appears in Section 3.06.090 of the Bond Ordinance the Supervisors just adopted:

B. 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, provisions establishing the following responsibilities of the implementing subdivision:

- 1. That the implementing political-subdivision agency 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 agency shall sufficiently fund operations and maintenance of the facility, and identify the estimated amount and source of funding for operations and maintenance of the facility.**
- 3. That the implementing agency and the County will conduct regular performance audits to determine if facilities built, operated and maintained by the implementing agency are being maintained in good working order and are being used for the appropriate purposes; and that the County may suspend the allocation of County bond funding for other not-yet-built projects if the performance audit results in a finding of unsatisfactory and facilities are not returned to good working order within 120 days.**

And here's how it appears in the IGA template, page 10 of 18, Section 12 (c) :

c. *Inspection and Remedies.*

- i. County representatives may inspect the Project at any reasonable time during the 25-year maintenance-and-operation period to assess compliance with the obligations of this Section 12. ENTITY representatives will accompany County representatives during any such inspection.**

- ii. **If County determines that ENTITY has not complied with its maintenance and repair obligations, County will notify ENTITY in writing. If ENTITY has not cured the noncompliance within 120 days after such notice, County may (1) pursue any legal remedy available to it, including obtaining injunctive or monetary relief from a court; (2) perform any necessary repairs, in which case ENTITY will promptly reimburse the County for any costs incurred, and/or (3) suspend funding of other bond projects in ENTITY's jurisdiction.**

I'm told the County "insisted" on the language. I've been involved in contract negotiations. When one party insists on clearly unacceptable terms, one option is to simply walk out and tell them to call when they want to have a serious conversation. Giving any other entity direct authority over our budget is clearly unacceptable.

What else is unacceptable is that the Council didn't see the proposed changes until three days before the Board of Supervisors was scheduled to vote on them. To be totally fair, the changes had been sent to the Bond Advisory Committee (BAC) members a month before we saw them. We are represented by staff on that committee. That timing is not the fault of anybody across the way at the County, but it's also not desirable.

An option other than simply making a fuss is to offer an alternative. To that end, last weekend I sent an email to the various players in this issue outlining a change in language that I believe could get us beyond our present dispute. Here's a part of that email:

After all the work put in by the BAC, the region deserves a summer of discussion related to the merits of the individual projects, not terms and conditions contained in the Bond Ordinance and IGAs governing same.

The taxpayers have a legitimate right to expect the assets paid for by their hard-earned dollars will be maintained appropriately - not beyond their expected useful life, but certainly not allowed to deteriorate prematurely.

Individual jurisdictions must retain the ability to prioritize budget allocations according to their ability in a given fiscal year. No governing body can be held hostage to demands by another to fund non-budgeted items within 120 days of receiving such notice.

The Bond Advisory Committee has a legitimate oversight role in monitoring progress and integrity of the bond package for the duration of the bond issuances.

With that in mind, I suggest a way past the current dispute regarding Section 3.06.090, and related language in Section 12 (c) of the IGA template as follows:

Eliminate present language affording County authority to compel repairs/maintenance within 120 days of notice. Eliminate reference to 25 year time frame for R/M obligations.

New language giving Bond Advisory Committee, on a majority vote of the BAC, the ability to send jurisdictions non-binding letters indicating individual named projects appear to

be falling into a condition of disrepair and requesting jurisdiction take action as it is able w/in budgetary constraints. Time frame to coincide with retirement of debt related to each so-named project.

I believe that change respects the interests of the taxpayers, as well as the budgetary challenges each jurisdiction may face over the next 20+ years. We cannot commit future governing bodies to an agreement that allows others to step in and compel expenditures of any nature. We object to that when it comes from the State. Consistency demands nothing less of us on a regional level.

Evidently the concern over budgetary sovereignty is shared by the Board of Supervisors. In a Guest Editorial that appeared in the Wednesday Star, one of them wrote, "This year the State of Arizona inserted its priorities into our budget." The writer of that piece objected, just as every jurisdiction in the region should when it sees the County trying to assert the same authority over our budgets.

In our Charter, Chapter XIII, section 5 it states "The M&C shall ...make a budget of the estimated amounts required to pay the expenses of conducting the business of the City for the ensuing fiscal year. The budget shall be prepared in such detail as to show the aggregate sum and the items thereof allowed for each and every purpose..." That language doesn't leave room for us to simply assume non-appropriated debt in the middle of a budget cycle. The alternative I proposed allows any jurisdiction the liberty to consider the repair notice received from the BAC during its next budget cycle. I believe that's a reasonable middle ground, and one that's fair to the taxpayers who will be funding the bond items with their property taxes.

The County Administrator has on multiple occasions said 'there's not enough money to maintain our roads.' He says that in the context of advocating for a gas tax increase. I've agreed with the need for more funding options, and have done so in the context of expanding the use of RTA money to road maintenance. If there's a funding gap in maintenance and we're including more roads on the November bond election, why would we agree to allow the County hold us to a standard they admit they're unable to adhere to themselves?

There are a lot of people who simply want this to be a non-controversial bond election. It will contain seven questions and 99 individual projects valued at over \$800M. Now we see that it'll also include IGAs terms for each of those projects that concede to the County our sovereign authority to determine and prioritize our own budget allocations.

I will not be supporting any of the bond questions as long as that language is included in the package. And yet, I've offered new language I *could* support that would allow the discussion to focus on the items in the bond package and not on technical issues hidden in inter-governmental agreements. I guess we'll see what they prefer.

Unlicensed Behavioral Health Care

Here's an item that I've been working on with the County on which we have made progress together. I'll only touch on it here because I know others are still looking into the issue in an effort to get State-level involvement.

The vet bills on the hounds are over \$20,000 and rising. The owners and trainers at TGP do not pay for any of the medical costs they inflict on the animals. That's up to the non-profit rescue groups like SAGA.

Two more examples: Last week, they received a female who was in severe GI distress, dehydrated, and very thin. She's in inpatient now and will hopefully recover and soon be headed to a foster home. Another female was bumped in a race and went through a fence. Her injuries have been stitched up, but she will likely need to have fluids drained and take antibiotics. No word on a release date.

This is "sport" allowed by the State of Arizona. The legislature allows a hardship tax credit to help TGP cover its operational expenses. None of those dollars go to helping mend the dogs they injure. You subsidize this industry.

If you'd like to help SAGA, either through financial or foster assistance, you can check them out at this website: <http://www.gofundme.com/NoHoundLeftBehind>

I understand that the TGP management is talking about installing some video cameras out in their parking area. That's because of break-ins to vehicles during a recent event. What they won't do though is install video in the kennels to show that steroid injections are or are not taking place. If you can't see it, it must not exist.

On a bit of a more upbeat note, a third Federal court decision was announced last week that upheld a Sunrise, Florida puppy mill ordinance. I've shared previously that courts in Illinois and Rhode Island have also upheld such laws. More than 70 localities nationwide have passed bans on selling dogs in retail outlets unless they've been sourced through a rescue or a shelter. We have ours on hold pending the court decision on a Phoenix lawsuit. So far the courts are unanimous in supporting localities' efforts to move away from inhumane puppy mill brokers.

On a related note, I'm working with staff on scheduling a Licensing Day for us to host at the Ward 6 office. Currently, less than 35% of dog owners in the City bother to have their pets licensed. It's the law – and it's a public health and safety issue. We're also in touch with some rescues to see if they'd like to join in and make it a foster day, too. More details on that to come.

County Bonds



You may love the shiny new car, but if the terms of the contract don't make sense, it stays on the showroom floor.

Last week, I shared language that currently appears in the Bond Ordinance which allows the County to dip into our budget, mid-cycle. Here it is again:

- B. 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, provisions establishing the following responsibilities:

of the implementing subdivision:

1. That the implementing political-subdivision agency 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 agency shall sufficiently fund operations and maintenance of the facility, and identify the estimated amount and source of funding for operations and maintenance of the facility.
3. That the implementing agency and the County will conduct regular performance audits to determine if facilities built, operated and maintained by the implementing agency are being maintained in good working order and are being used for the appropriate purposes; and that the County may suspend the allocation of County bond funding for other not-yet-built projects if the performance audit results in a finding of unsatisfactory and facilities are not returned to good working order within 120 days.

The Intergovernmental Agreements which will guide each of the 99 projects contain similar conditions:

c. Inspection and Remedies.

- i. County representatives may inspect the Project at any reasonable time during the 25-year maintenance-and-operation period to assess compliance with the obligations of this Section 12. ENTITY representatives will accompany County representatives during any such inspection.
- ii. If County determines that ENTITY has not complied with its maintenance and repair obligations, County will notify ENTITY in writing. If ENTITY has not cured the noncompliance within 120 days after such notice, County may (1) pursue any legal remedy available to it, including obtaining injunctive or monetary relief from a court; (2) perform any necessary repairs, in which case ENTITY will promptly reimburse the County for any costs incurred, and/or (3) suspend funding of other bond projects in ENTITY's jurisdiction.

Last Friday, Town Council members from both Marana and Oro Valley joined me in raising concerns over this topic. Here is the text of a jointly-issued Press Release the three of us penned:

FOR IMMEDIATE RELEASE

The language in the proposed County Bond Ordinance mandates an unacceptable shift of budgetary authority from local jurisdictions to the County. If the language is allowed to stand, the County Board of Supervisors will have the authority to compel each jurisdiction to open its budget process and fund repairs that are unilaterally mandated by the County for a period of 25 years after each Bond project is completed. If the repairs are not completed to the satisfaction of the County within 120 days from the date of notice, the County may either complete the work and bill the jurisdiction or place on hold all outstanding Bond items that the voters of that jurisdiction have approved.

We believe that agreeing to such a fundamental shift in policy prerogative to a different governing body is an unacceptable usurpation of budgetary authority that the voters in each jurisdiction should openly reject. The County Board of Supervisors must not maintain the ability to direct non-appropriated spending by other jurisdictions. If the present language is

allowed to stand, the County will be able to do so for the next quarter of a century.

We, as elected officials representing constituents in the City of Tucson, the Town of Marana, and the Town of Oro Valley, believe correcting this misdirection of authority must precede any discussions as to the merits of the individual Bond projects. We will continue to raise this issue among our constituents until a satisfactory resolution is achieved.

Steve Kozachik, Tucson City Council, Ward 6

Dave Bowen, Marana Town Council

Mike Zinkin, Oro Valley Town Council

There is a simple way to get the bond discussion back on track: get rid of the intrusive conditions that allow the County into the budgetary process of each jurisdiction. I know there are some staffers now working on a resolution, and I know there are some who would prefer that none of this be discussed publicly. Of course not. Jurisdictions were snookered in the negotiating process. This will remain an openly discussed topic until it's resolved, and the number of other jurisdictions taking an interest is growing.

We hear a rather frequent refrain that it's unproductive for the County to argue with surrounding jurisdictions so frequently. If this language is allowed to stay in the bond IGAs, a tool will be in place for the next 25+ years to allow for that to continue to occur.

Civic Events

Nearly four years ago I met with the then City Manager to introduce him to the CEO of Broadway in Tucson (BIT). I was astounded to learn that he neither knew her, nor did he know the importance of BIT to City revenues. Subsequently, they moved onto campus and are now managing and booking in Centennial Hall.

Losing a client like that is a big deal for us. Losing other civic events would also be a big deal. To that end, I've been working with going on four City Managers to address the need to streamline our application process and find ways to help the event organizers from a financial standpoint. We've made little progress.

Last week, the head of the Festival Event Association of Tucson and Southern Arizona (FEATSAZ) sent City staff a rather pointed note that clearly demonstrates we're on a short fuse with these groups. A portion of that letter reads as follows:

Even though we are grateful for the efforts made by all parties, we believe the process has failed.

City staff has developed a draft Special Event Application and revised Administrative Directive, which we in the event industry have grave reservations regarding its impact to the festival and events community, negatively impacting every event and crippling economic development in the City.

They go onto reference the length and intrusiveness of the application. The letter also raises concern over the City requiring the event organizer taking personal financial liability for expenses associated with their event. That's the person managing the 4th Avenue Street Fair signing onto a financial liability for all barricades, police, permits, and other costs.