



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: December 13, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Rillito Park Foundation, an Arizona non-profit corporation (LCP-0014)

Project Title/Description:

First Amendment to Operating Agreement for the Historic J. Rukin Jelks House between Pima County (County) and Rillito Park Foundation, an Arizona non-profit corporation (OPERATOR).

Purpose:

On April 16, 2013, the Pima County Board of Supervisors approved the Operating Agreement for the Historic J. Rukin Jelks House, contract number CTN-PW-13-300, pursuant to which Operator was approved to operate the Historic J. Rukin Jelks House at 1090 E. River Road located on the south side of E. River Road, just east of N. First Ave. (the "Property"). OPERATOR has modified the existing Exhibit B for the construction of improvements to the Property. OPERATOR will deposit into a special revenue account the sum of One Hundred Thirty-Eight Thousand Five Hundred Sixty Dollars (\$138,560.00) in cash. Additional funds for improvements will be from monthly fees paid by Operator for use of the Property, which will also be deposited into the special revenue account. County will oversee the construction of all improvements using contractors that County has approved per A.R.S. Title 34.

Procurement Method:

Exempt pursuant to Pima County Code 11.04.020

Program Goals/Predicted Outcomes:

Construction of improvements to the Property will be completed in accordance with revised Exhibit B during the remaining term of the Operating Agreement.

Public Benefit:

The public will be the beneficiary of all the expected repairs and capital improvements to the Property.

Metrics Available to Measure Performance:

All funding for improvements to the Property will be provided by the Operator and construction will be supervised by County and completed in accordance with Pima County standards for a historic property.

Retroactive:

N/A

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To: COB. 12-8-16 - (1)
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Addendum

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 13*300

Amendment No.: One (1) AMS Version No.: 2

Effective Date: December 13,2016 New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ 0.00

Funding Source(s): _____

Cost to Pima County General Fund: N/A

Contact: Rita Leon

Department: Real Property Services Telephone: 724-6462

Department Director Signature/Date: [Signature] 12-5-2016

Deputy County Administrator Signature/Date: [Signature] 12/6/16

County Administrator Signature/Date: [Signature] 12/7/16
(Required for Board Agenda/Addendum Items)

PIMA COUNTY DEPARTMENT OF NATURAL
RESOURCES PARKS AND RECREATION

PROJECT: HISTORIC JELKS HOUSE OPERATING
AGREEMENT

OPERATOR: RILLITO PARK FOUNDATION

CONTRACT NO.: CTN-PW-13-0300

CONTRACT AMENDMENT NO.: One (#01)

CONTRACT

NO. CTN-PW-13-300

AMENDMENT NO. 01

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORIG. CONTRACT TERM: 04/15/2013 - 04/15/2018
TERMINATION DATE PRIOR AMENDMENT: N/A
TERMINATION THIS AMENDMENT: 04/15/18

ORIG. CONTRACT AMOUNT: \$1,000.00/mo.
PRIOR AMENDMENTS: N/A
AMOUNT THIS AMENDMENT: N/A
REVISED CONTRACT AMOUNT: \$1,000.00/mo.

OPERATING AGREEMENT AMENDMENT

WHEREAS, COUNTY and OPERATOR entered into an Operating Agreement for the Historic Jelks House property (the "Property") as referenced above; and

WHEREAS, COUNTY and OPERATOR have agreed to have OPERATOR provide construction ready plans and funding for construction of improvements by COUNTY at the Property and to modify the existing schedule for the construction of improvements at the Property during the term of the Operating Agreement.

NOW, THEREFORE, the parties agree as follows:

DELETE: Exhibit B to the Operating Agreement and **REPLACE** with new Exhibit B as attached to this Amendment.

CHANGE: Section 7.2 Reimbursement.

From: Reimbursement. County will place all fee payments received from Operator pursuant to this Section into a special revenue fund account (the "Reimbursement Account") to reimburse Operator for permitted Alterations to the Property pursuant to Section 10 of this Agreement made by the Operator upon the Property during the Term. Provided that Operator is in full compliance with this Agreement and has actually made permitted Alterations as listed in and under the time frames contained in Operator's Fund Raising and Improvement Plan attached to this Agreement as Exhibit B and incorporated herein by this reference. Operator may request in writing for County to reimburse Operator from the Reimbursement Account in part for permitted Alterations, on an annual basis commencing one (1) year after the Effective Date. Operator must submit paid invoices for work done for which Operator requests reimbursement to the County Real Property Services Manager. County will make any partial reimbursement payment to which Operator is entitled within forty-five (45) days following receipt of paid invoices from Operator. In no event will the amount reimbursed from County to Operator exceed the balance in the Reimbursement Account, which will consist solely of the amounts paid in fees under this Section by Operator less prior reimbursement payments made from County to Operator from the Reimbursement Account.

To: 7.2 Special Revenue Account. County has deposited the total monthly fee payments made by Operator pursuant to section 7.1 in a special revenue account (the "Special Revenue Account"), less

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the sum of 6,560.00 which County has previously disbursed to Operator for permitted Alterations. County and Operator agree that:

7.2.1. County has fully reimbursed Operator for all Alterations made as of the date of this Amendment; and

7.2.2. County will retain all additional monthly fees paid by Operator hereunder in the Special Revenue Account which County will use for construction of the Improvements described in Exhibit B. In the event that County does not expend all of the funds in the Special Revenue Account for the Improvements, County will retain the remaining funds.

CHANGE: Section 9.1

From: Plans and Construction. Operator will undertake and complete, with County approval, the planning and construction of Alterations to the Property as described within and during the time periods specified within **Exhibit B**. Operator shall comply with the requirements of Section 10 of this Agreement in the construction and planning of Alterations on the Property. Inclusion of a specific improvement or feature in Exhibit B is not a guarantee of County's approval of any specific manner of construction or implementation of that Alteration and does not affect County's right to disapprove of any such Alteration if grounds exist under this Agreement for such disapproval.

To: Plans and Construction. On or before March 1, 2016, Operator will provide, at Operator's sole cost and expense, construction ready, sealed plans and specifications prepared by a licensed Arizona architect (the "Architect") for the construction of the Alterations to the Property as described in **Exhibit B** (the "Improvements"), which County will review in accordance with section 10.2 of this Agreement. Within 5 days after execution of this Amendment by County and Operator, Operator will irrevocably provide to County the sum of One Hundred Thirty-eight Thousand Five Hundred Sixty Dollars (\$138,560.00) in cash which County will deposit in the Special Revenue Account to be used by County for the construction of the Improvements. County will construct the Improvements using contractors that County has approved for work on historic properties in compliance with the requirements of Title 34 of A.R.S., and County staff will supervise said construction. All disbursements from the Special Revenue Account will be made by County and shall (i) be used solely for the Improvements, and (ii) require the written approval of the Architect prior to any disbursement. If the funding in the Special Revenue Account is insufficient for the construction of all of the Improvements, County may, at County's sole discretion, reduce the scope of the Improvements to be constructed.

DELETE: in section 5, delete "the failure of Operator to undertake and complete the Alterations to the Property within the time periods specified in Exhibit B"

ADD: new section 21.1.7: "The failure of Operator to fully and timely comply with the requirements of section 9.1."

REPLACE: In section 17, replace "Rafael Payan, Ph.D." with "Chris Cawein"

The effective date of this Amendment is the date the Chair of the Pima County Board of Supervisors executes it.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

All other provisions of the Operating Agreement not specifically changed by this First Amendment will remain in effect and binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this First Amendment on the dates written below.

APPROVED:

Sharon Bronson, Chair, Board of Supervisors

Date

OPERATOR: Rillito Park Foundation

Signature

Name and Title (Please Print)

Date

ATTEST

Robin Brigode, Clerk of the Board

Date

APPROVED AS TO FORM:

Tobin Rosen, Deputy County Attorney

Date

APPROVED AS TO CONTENT:

Chris Cawein, Director, Natural Resources
Parks and Recreation

Date

Exhibit "B"

VINT & ASSOCIATES ARCHITECTS INC.

312 East Sixth Street Tucson, AZ 85705

tel 520.882.5232 fax 520.882.5449

bob@vintarchitects.net

www.vintarchitects.net

DATE: December 5, 2016

TO: Neil Konigsberg, Manager, Real Property Services.
Public Works Center, 201 N. Stone Ave.- 6th Flr.
Tucson, AZ 85701

RE: **PRELIMINARY WORK PLAN, COST ESTIMATE AND SCHEDULE -
PRESERVATION OF THE HISTORIC JELKS STABLES TUCSON, AZ**

Dear Mr. Konigsberg:

This will serve as an update and clarification for Pima County re. the planned stabilization and adaptive reuse of the historic Jelks Ranch complex [ca. 1940]. The property is owned by Pima County, and currently managed by the private non-profit Rillito Park Foundation (RPF). The goal is to make the Jelks Ranch a self-sufficient income-generating historic site, and to this end the RPF wishes to adapt the site as a multi-use center that can host such events as meetings of civic groups, weddings and receptions. The RPF has received a grant from the Martin Foundation in the amount of \$175,000 that it intends to devote to the preservation of the stables. Following is a summary of recommended preservation work, and estimated costs for each line-item (NOTE: *LINE ITEMS WEIGHTED TO INCLUDE GENERAL CONTRACTOR'S OH&P*).

PHASE 1. WORK PLAN & COST ESTIMATE - PRESERVATION OF HISTORIC STABLES		NET:
FOUNDATIONS	LS EST:	\$ 3,000.
<i>RECOMMENDED:</i>	<i>Re-grade site @ north to create swale sloped to west, to conduct water away from foundations & walls.</i>	
EXTERIOR WALLS	LS EST:	\$ 15,000.
<i>RECOMMENDED:</i>	<i>Repair adobe with like-materials where deteriorated using burnt adobe and lime mortar; remove all cement & elastomeric repairs; replace eroded brick @ parapet coping.</i>	
INTERIOR WALLS	LS EST:	\$ 10,000.
<i>RECOMMENDED:</i>	<i>Remove loose or detached cement repairs and chicken wire; repair damaged adobe with like-materials where deteriorated with matching mud mortar; leave repaired adobe exposed for character; Preserve historic mural painting and names of historic race horses @ walls.</i>	
BRICK FLOORS	(1,200 SF @ \$10/SF):	\$ 12,000.
<i>RECOMMENDED:</i>	<i>Lay brick-on sand floors @ interior of stables to provide level floor surface; patch & seal concrete floors of west addition.</i>	
SUBTOTAL THIS PAGE:		\$40,000.

(COST ESTIMATE CONTINUED)

ROOF STRUCTURE:	(2,250 SF @ \$10/SF):	\$ 22,500.
RECOMMENDED:	<i>Replace rotted vigas with matching peeled pine poles; anchor @ perimeter with continuous wood bond beam as detailed on drawings; re-roof entire structure per below; Clean saguaro rib ceiling w/ low-pressure compressed air to blow free of dust, cob-webs etc.; remove unfinished gyp bd. ceilings @ west and install new 5/8" Type X gyp. bd. taped, textured & painted.</i>	
ROOFING	(2,250 SF @ \$7.50/SF):	\$ 17,000.
RECOMMENDED:	<i>Re-roof entire structure including original stables & west wing with 4-ply BUR over 3" Nail-Base R-15 rigid insulation.</i>	
WINDOWS	(14 units @ \$ 800/unit installed, trimmed & painted):	\$11,200.
RECOMMENDED:	<i>Re-glaze and paint steel casements; refurbish & repaint historic shutters & frames; install new wood awning windows (prime & paint) @ interior of each shuttered opening for enclosure and weather-tightness to support adaptive re-use.</i>	
DOORS:	(14 @ \$1,000/unit installed, trimmed & painted):	\$14,000.
RECOMMENDED:	<i>Refurbish & repaint all original doors & gates and re-install in original jambs; add wood gate @ south to close opening behind iron gates; historic photos indicate half-height wood gates @ east opening to central aisle of stables; propose to fabricate & install similar wood gates with matching windows above (Dutch doors) for enclosure and weather-tightness to support adaptive re-use as shown on drawings.</i>	
HEATING/COOLING:	(4 units @ \$6,000/unit):	\$ 24,000.
RECOMMENDED:	<i>Install 'mini-split' heat-pump air conditioners to provide both heating & cooling.</i>	
ELECTRICAL/LIGHTING: LS EST:		\$ 15,000.
RECOMMENDED:	<i>New electric service to support HVAC; new conduit, wiring & lighting.</i>	
RESTROOMS:	LS EST:	\$ 20,000.
RECOMMENDED:	<i>Install HC accessible uni-sex restroom @ west addition; ambulatory visitors to use existing facilities @ Casita & Ranch House.</i>	
SUBTOTAL THIS PAGE:		\$123,700.
SUBTOTAL PREVIOUS PAGE:		\$ 40,000.
TOTAL ESTIMATED CONSTRUCTION COST:		\$ 163,700.
DESIGN FEES @ 10%:		\$ 16,000.
PERMIT FEES @ 10%:		\$ 16,000.
TOTAL ESTIMATED PROJECT COST:		\$ 195,700.

Based on the foregoing it appears that the \$175,000 Martin Foundation grant is adequate to accomplish much, if not all, of the required work to stabilize and upgrade the Jelks property. The RPF remains committed to carrying out all the work that the grant will allow, while recognizing that certain line-items (such as the accessible restroom or heating & cooling) may need to be relegated to a future phase. Note that market forces and bid conditions are always changing, and this is an estimate of costs.


PRELIMINARY SCHEDULE - PRESERVATION OF HISTORIC JELKS STABLES

STEP 1. COMPLETE CONSTRUCTION DOCUMENTS (ARCH, MECH, ELECT):	90 DAYS
STEP 2. REVIEW THROUGH TUC./PIMA HISTORIC COMMISSION & SHPO:	30 DAYS
STEP 3. BUILDING PERMIT THROUGH PIMA COUNTY:	30 DAYS
STEP 4: BIDDING & NEGOTIATION & CONTRACTOR SELECTION:	30 DAYS
<u>STEP 5: CONSTRUCTION:</u>	<u>90 DAYS</u>
TOTAL ESTIMATED CALENDAR DAYS TO COMPLETION:	270 DAYS

(270 days ÷ 30 days/month avg.) = approx. 9 months from start to completion.

This concludes the preliminary budget & schedule for the historic Jelks Stables preservation. Please feel free to contact me should you have any questions or require further information.

Submitted 12/05/16:



Bob Vint, Architect
Vint & Associates Inc.

ATTACHMENTS -- JELKS CONSULTATION PACKAGE INCLUDING:

- PIMA COUNTY LETTER TO SHPO OF 10/08/14
- OUTLINE OF PROPOSED TREATMENTS (VINT)
- WORK PLAN FOR PRESERVATION AND ADAPTIVE RE-USE (VINT)
- ARCHITECTURAL DRAWINGS (VINT)