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# Board of Supervisors Memorandum

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**November 19, 2013**

**Urban Land Institute Advisory Panel Related to the Future of Downtown Tucson**

Introduction

The County is the largest downtown Tucson employer, and we have the largest square footage of developed space in the downtown area under use at 2.8 million square feet. Hence, we are significantly invested in the success and development of downtown Tucson.

For this reason, I agreed to participate with others, including the City of Tucson, to fund an Urban Land Institute Advisory Panel study and recommendations regarding both downtown and the Rio Nuevo Improvement District. The attached November 5, 2013 letter includes an invoice for the County's \$15,000 share for the Advisory Panel's services, as well as an outline of the Advisory Panel's services and process.

Recommendation

I recommend the Board of Supervisors allocate \$15,000 for the Urban Land Institute Advisory Panel from the Board Contingency Fund.

Respectfully submitted,

A handwritten signature in cursive script, reading "C.H. Huckelberry".

C.H. Huckelberry  
County Administrator

CHH/anc – November 14, 2013

**Attachments**

c: Reid Spaulding, Director, Facilities Management



**CITY OF  
TUCSON**  
OFFICE OF THE  
CITY MANAGER

November 5, 2013

Mr. Chuck Huckleberry  
Pima County Administrator  
130 W. Congress, 10<sup>th</sup> Floor  
Tucson, AZ 85701

**Re: Urban Land Institute Advisory Panel, Invoice**

Dear Mr. Huckleberry:

Attached is an invoice for the Urban Land Institute Advisory Panel. This panel is jointly funded by the City of Tucson, Pima County, Pima Association of Governments, Rio Nuevo District, and Holualoa Companies in the following amounts:

City of Tucson \$15,000  
Pima County \$15,000  
PAG \$30,000  
Rio Nuevo District \$40,000  
Holualoa Companies \$30,000  
TOTAL \$130,000

The ULI Contract and the ULI Advisory Panel Information is also included with this invoice.

If you have any questions, please call Lynne Birkinbine at 837-3708. We appreciate your participation.

Sincerely,

Nicole Ewing-Gavin  
City Manager's Office

NEG/lb

Attachments: Invoice, ULI Contract, and ULI Advisory Panel Information

# INVOICE



Customer Number	Invoice Number	Invoice Date
PIMACOADMIN	AR183000001	11-01-13
	Amount Due	Due Date
	\$15,000.00	11-30-13
	Amount Enclosed	

Bill to:  
PIMA COUNTY ADMINISTRATOR'S OFFICE  
ATTN: CHUCK HUCKLEBERRY  
130 W CONGRESS 10TH FLO  
TUCSON AZ 85701

Remit to:

**CITY OF TUCSON**  
**ACCOUNTS RECEIVABLE**  
**PO BOX 27320**  
**TUCSON AZ 85726-7320**

☐ Please check if address has changed.

**Make checks payable to: CITY OF TUCSON**

Please write Invoice Number on front of  
check or Money Order. DO NOT MAIL CASH

	Orig. Inv. Date	Orig. Due Date
	10-31-13	11-30-13
Customer Name	Invoice Number	Invoice Date
PIMA COUNTY ADMINISTRATOR'S OFFICE	AR183000001	11-01-13

## Finance Charges

DESCRIPTION	Date	Charges
	10-31-13	

## Invoice Charges

Ref Line No.	DESCRIPTION	Charges/ Credit
1	PAYMENT FOR URBAN INSTITUTE ADVISORY SERVICE PANEL	\$15,000.00
	TOTAL INVOICE Charges	\$15,000.00

## Finance Charges

DESCRIPTION	Date	Charges
	10-31-13	
	Total Other Charges	\$0.00

Credit Payments Applied		\$0.00
Total Amount Due By	11-30-13	\$15,000.00

**Retain a copy for your records and return one copy with your payment.**

For inquiries about your account, call Accounts Receivable 520 791-3288 , or email us at [AccountsReceivable@tucsonaz.gov](mailto:AccountsReceivable@tucsonaz.gov)  
or write us at: PO BOX 27320 Tucson, AZ 85726-7320

# Advisory Services Panel Process

Tom Eitler  
Vice President  
Advisory Services

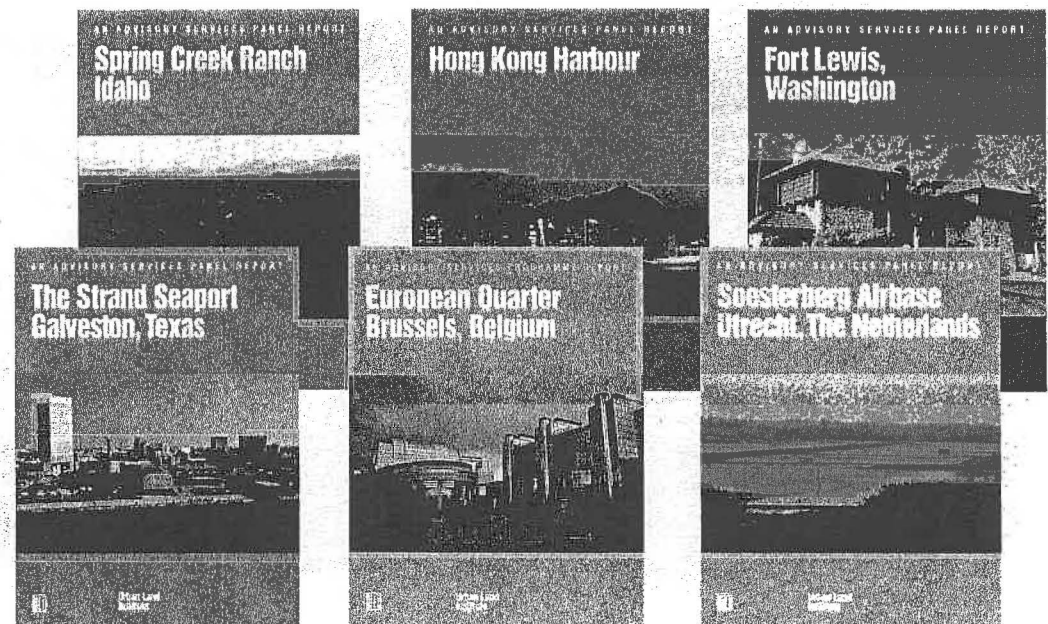


THE UNIVERSITY OF ILLINOIS  
CHAMPAIGN



## ULI Advisory Services

- Since 1947, over 600 Panels
- Approximately 20 panels per year
- Subjects include a variety of real estate and land use issues:
  - Downtown redevelopment
  - Neighborhood revitalization
  - Military base reuse
  - Brownfield redevelopment
  - Economic development
  - Infrastructure
  - Universities, Colleges and Institutes
  - Historic and Cultural Issues
  - Workforce Housing
  - Organizational and Financial Strategies
  - Sustainable Development
  - Development at the Edge



Urban Land  
Institute

# ULI Advisory Services

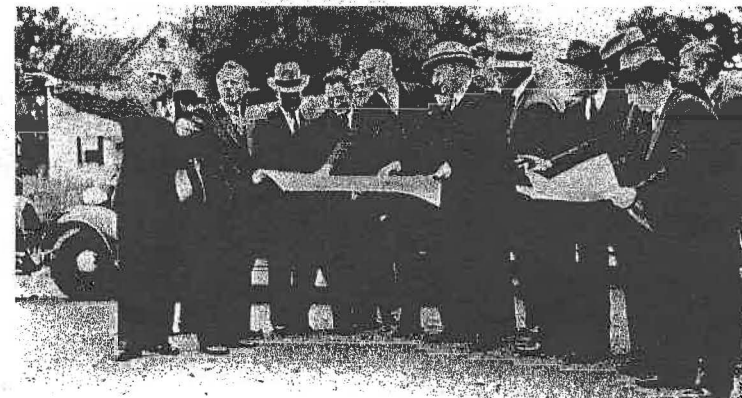
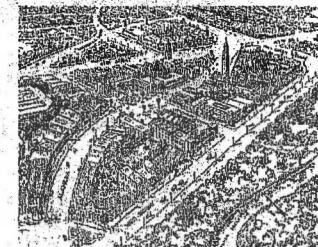
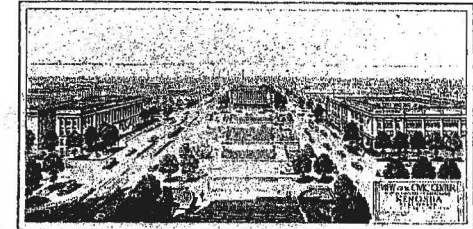
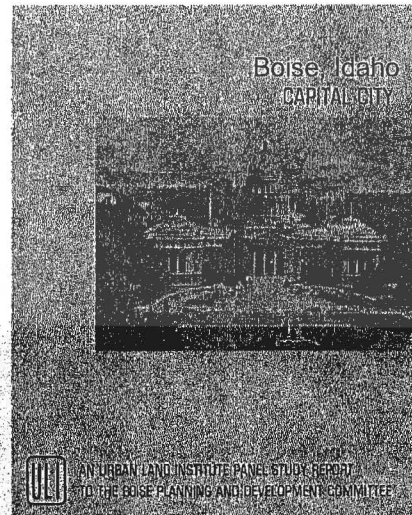
- Panels Provide
  - Strategic Advice on difficult land use and policy issues
  - Objective, candid and unbiased
  - Outside point of view from practitioners who do not live in the area
- Multi-disciplinary teams are assembled from our membership of 30,000.
- Panelists volunteer their time
- Strong focus on senior level, experienced practitioners within the land use professions in both the private and public sectors
- ~~Typically panels involve one or more of ULI's policy and practice priority areas~~



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Institute

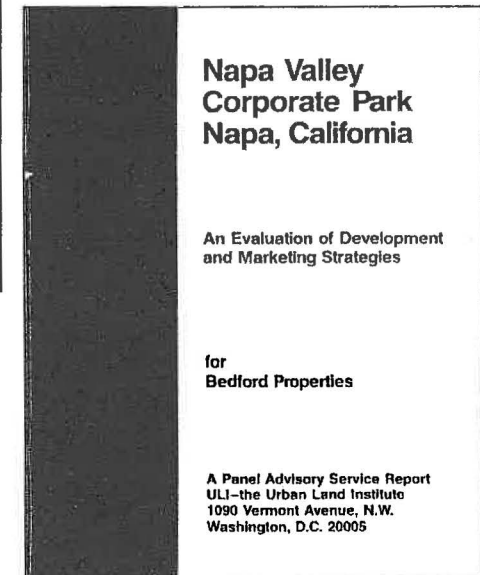
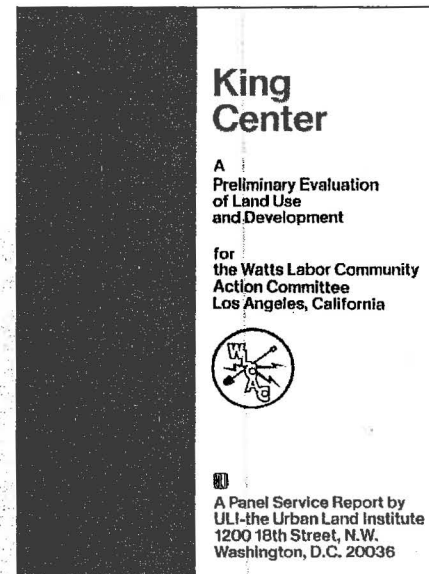
# History

- 1947 - Started as an over-the-shoulder review by members for members
- Conducted as a part of Central Business District Council and the Community Builders Council
- Early panels largely focused on either:
  - Downtown Revitalization
  - Large suburban developments
  - Private Developments



# 1960's and 1970s

- Panels began to diversify
  - Environmental Concerns
  - Urban Design
  - Historic preservation
  - PUD's
  - Economic Development
  - More Public Sponsors
- New Process
  - Formalized Agenda
  - Private and Candid Interviews
  - Social Setting with Sponsor
  - More diverse membership/expertise; not just developers
  - Briefing Materials more comprehensive
  - Written report changed from record of the proceedings to a professional report in prose; much more useful to sponsor

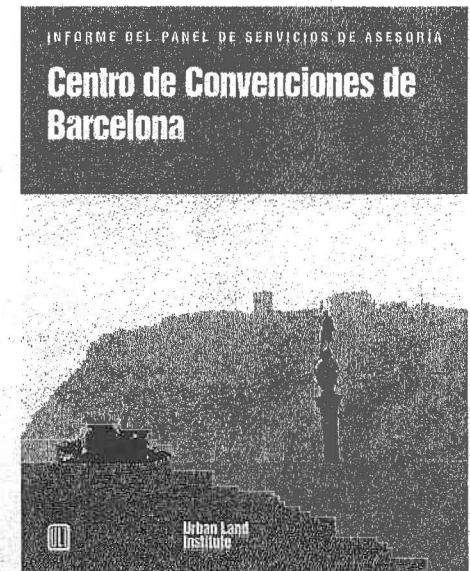
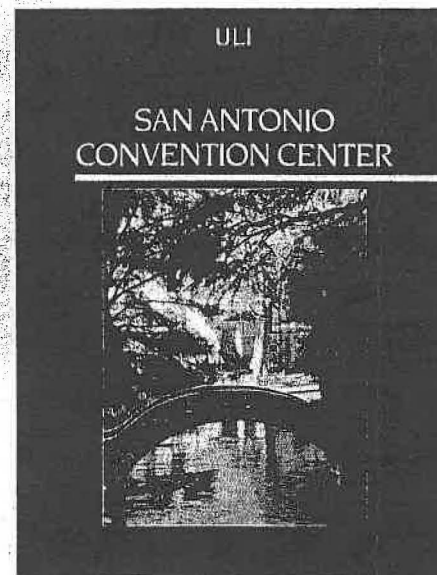


Urban Land Institute  
1090 Vermont Avenue, N.W.  
Washington, D.C. 20005  
202/462-6000  
www.uli.org



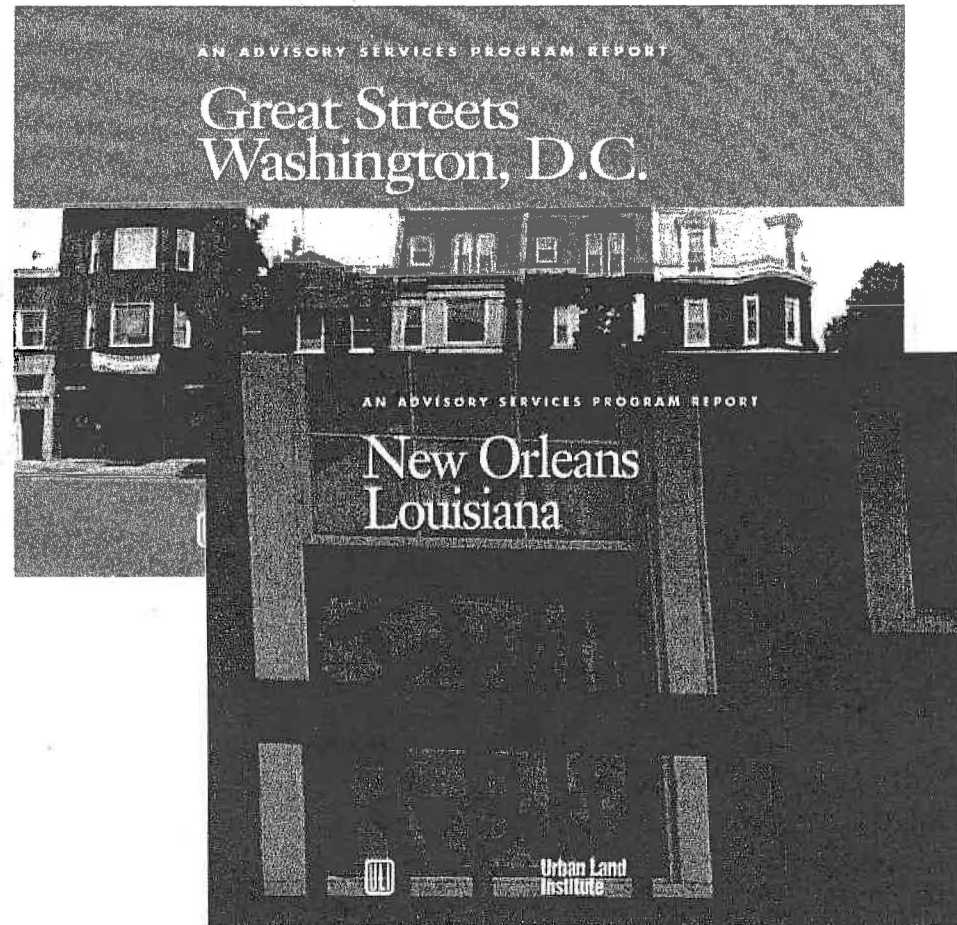
## 1980's and 1990's

- Continued Diversification of Subject Matter
- More work with City, County and National Governments as Sponsors
- Regional Organizations, Non-Profits, Corporations as Sponsors
- New Membership
- New Panel Types
  - Europe and Asia
  - Policy Workshops



## Types of Panels

- Five Day
- Three Day
- One & Half Day or Fellows
- Sustainable Development
- Special Services
- Project Analysis Sessions (PAS)
- Technical Assistance Panels (TAPs)



## Panel Logistics

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- Panels take about 2 ½ to 3 months to organize
- Five day panels = 8-10 panelists
- Three day panels = 4-5 Panelists
- Developers, bankers, brokers, market analysts, architects, planners, public officials, and many other land use, design, finance and real estate experts
- Typical Schedule – Five Day
  - Sunday: Arrival, Orientation + Sponsor Dinner
  - Monday: Briefing and Tour + Public Reception
  - Tuesday: Stakeholder Interviews
  - Wednesday: Panel Deliberations
  - Thursday: Report and Presentation Preparation
  - Friday: Presentation of the Panel's Findings

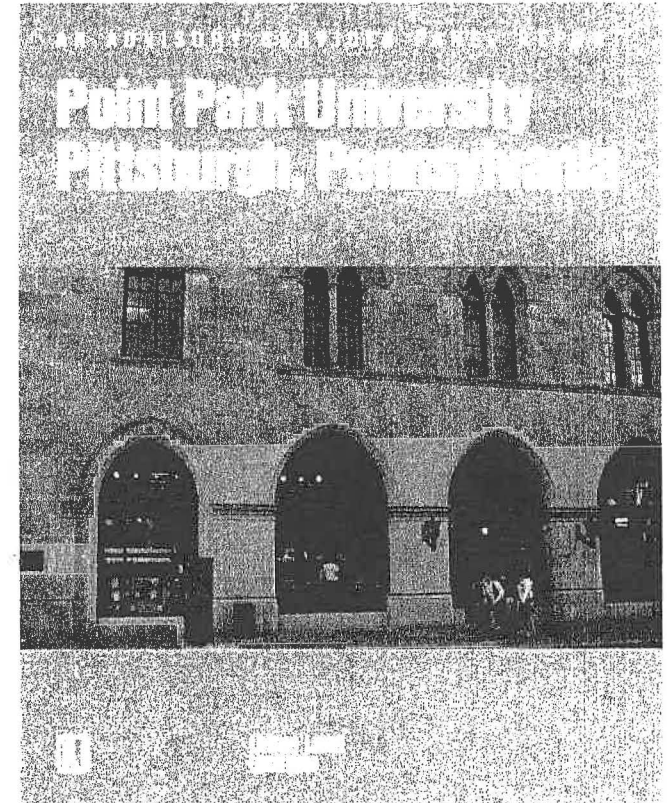
# Point Park University Pittsburgh, Pennsylvania

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How should a growing downtown university develop a campus and lead neighborhood revitalization?

*Specific issues:*

- Neighborhood retail potential
- Management structure
- Urban design strategies



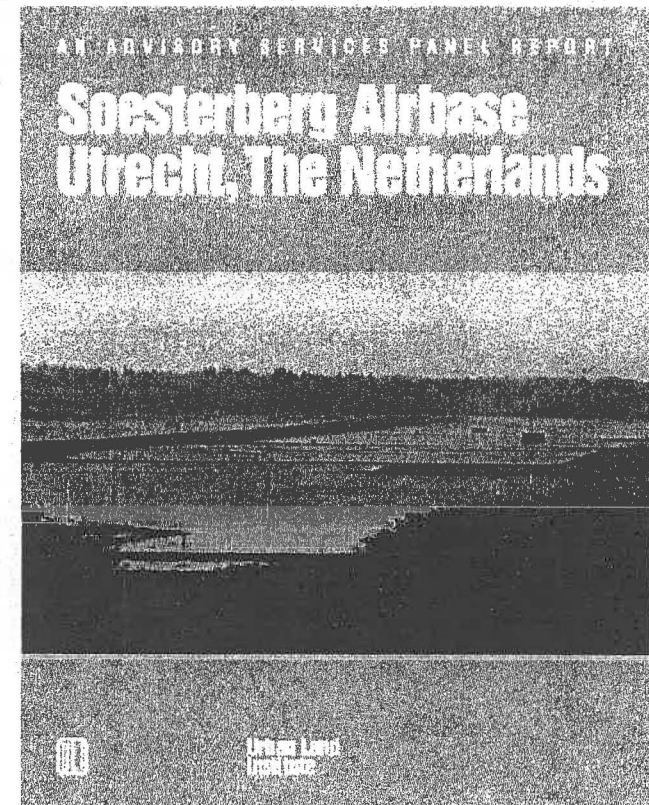


# Soesterberg Airbase - Utrecht, Netherlands

How can a former military base redevelop in a manner that improves the local economy, while protecting a unique environmental setting?

## *Specific issues:*

- Neighborhood revitalization
- Military base reuse
- Natural heritage preservation



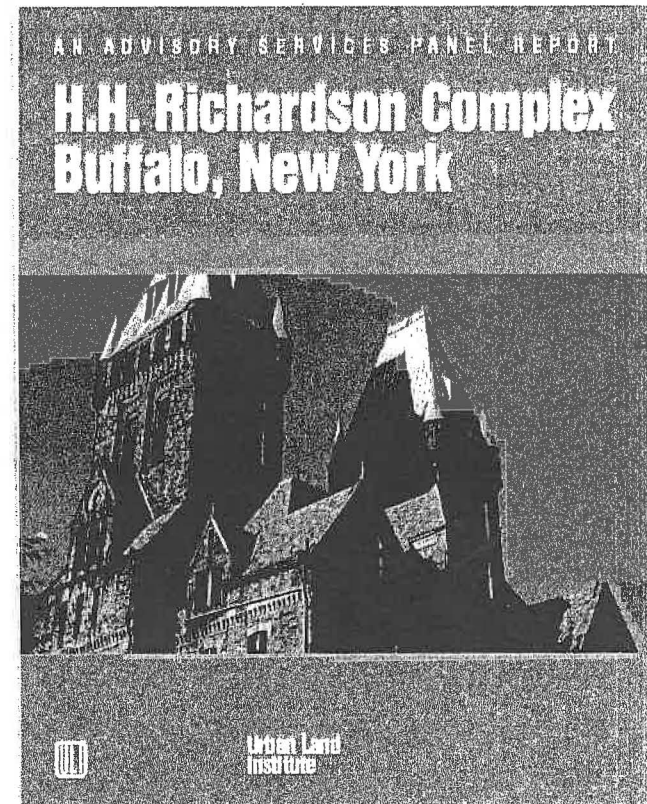
# HH Richardson Center - Buffalo, New York

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Adaptive use and redevelopment of a massive institutional structure of major historic and architectural significance

*Specific issues:*

- Neighborhood revitalization
- Historic preservation
- Economic development



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Institute

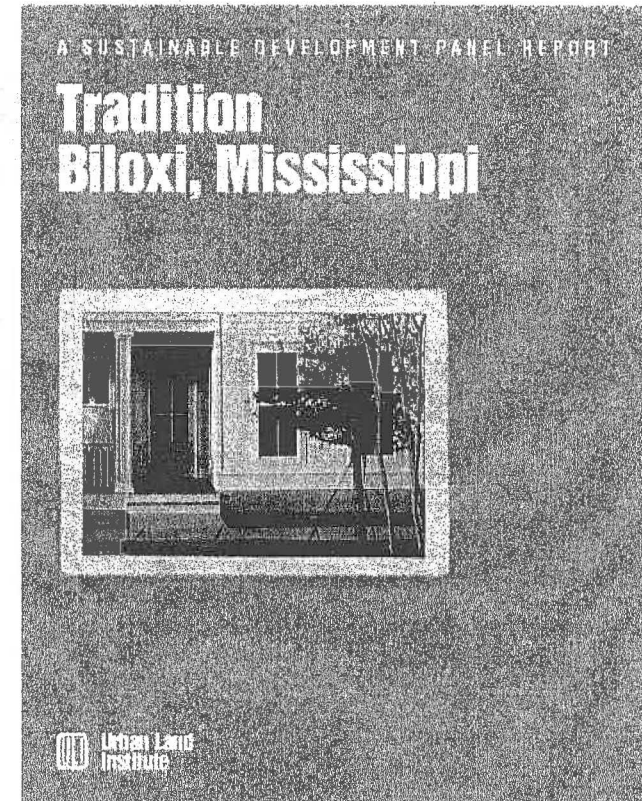
# Tradition - Biloxi, Mississippi

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How can a master-planned community become a model for sustainable development?

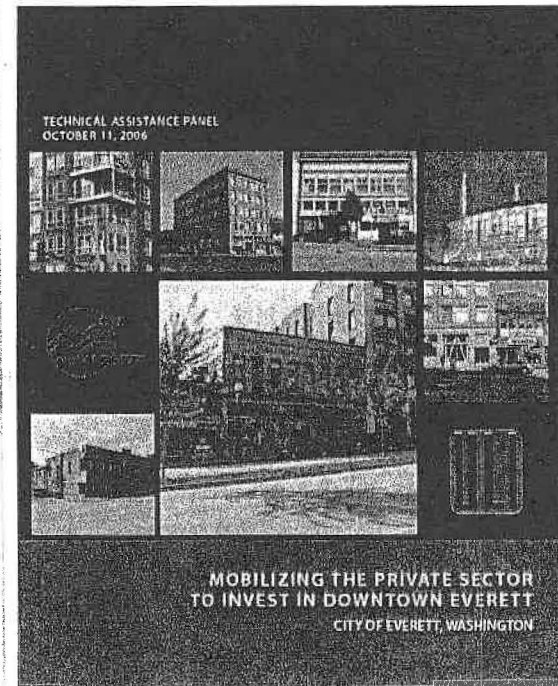
*Specific issues:*

- Sustainable development vision
- Open space management
- Market for sustainable development
- Monitoring sustainability



# Technical Assistance Panels (TAPs)

- Many ULI District Councils offer short panels conducted by local members. TAPs offer an opportunity to engage your local land use community in exploring a development project, policy, or challenge.
- Panelists are members of the local ULI District Council. Information for TAPS is available on the individual websites for our District Councils.



## Contact Information

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### Advisory Services

**Tom Eitler**

VP, Advisory Services

202-624-7186

[teitler@uli.org](mailto:teitler@uli.org)

**Patrick Pontius**

Senior Associate

202-624-7142

[patrick.pontius@uli.org](mailto:patrick.pontius@uli.org)

**Caroline Dietrich**

Panel Associate

202-624-7058

[caroline.dietrich@uli.org](mailto:caroline.dietrich@uli.org)

[www.uli.org/advisoryservices/](http://www.uli.org/advisoryservices/)



Urban Land  
Institute





## ULI-The Urban Land Institute Advisory Services Agreement

Tucson, Arizona

This Agreement constitutes a binding contract between the City of Tucson, Arizona (Sponsor) and ULI-the Urban Land Institute (Institute or ULI). As part of its purpose, the Institute maintains an Advisory Services Program for the purpose of benefiting the general public through improved planning and utilization of urban land. As directed by the City of Tucson Mayor and Council on September 10, 2013, the Sponsor wishes to obtain advice and recommendations from the Institute on future development and planning issues for a portion of downtown Tucson. See Attachment A for the Scope of Work.

Pursuant to this Agreement, the Institute agrees:

1. To provide a panel composed of members of the Institute and others who collectively have a varied and broad experience and knowledge applicable to the particular problems to be considered.
2. To arrange for the panel members to visit the location upon which its recommendations are sought for a period of not less than five days, starting on or about November 17, 2013. During that time the panel, directly and through its staff, will study the designated area; consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the problems involved; and prepare its conclusions and recommendations which will be presented to the Sponsor and its invited guests in oral form at the close of the on-site assignment.
3. To provide the Sponsor with a full-color written summary of its conclusions and recommendations illustrated with photographs and drawings, as appropriate. The sponsor will be provided a draft copy of the report within 60 days of the panel completion.
4. To absorb the travel and living expenses of its panel and staff while on site.
5. To provide customary workers' compensation and liability insurance for the panel members and the Institute's employees.
6. To designate a project manager from ULI to oversee the project.

The Sponsor agrees, at its expense:

1. To furnish to each panel member, not less than 10 days in advance of the panel meeting, such pertinent background data in the form of reports, plans, charts, etc., as may be presently available or readily developed for the preliminary study of the

panel, prior to its inspection on site. Two copies are to be sent to the ULI Project Manager.

2. To arrange, insofar as possible, to have appropriate persons, including public and private officials, representatives of the relevant organizations, and others, available for the purpose of consulting with and furnishing information to the panel on specific matters relevant to the assignment as may be necessary and advisable during the period of the panel's visit.
3. In return for the advice and recommendations of the Institute, to pay the Institute the total sum of \$125,000. The first installment of \$60,000 will be paid upon signing of this agreement. The second installment of \$60,000 will be paid upon presentation of the panel's recommendations. The third and final payment of \$5,000 will be paid when the Sponsor receives the final report. In the event the Sponsor cancels the panel assignment, the initial payment is non-refundable and Sponsor shall be responsible for any additional costs incurred by ULI up to the date of cancellation. The Sponsor will be invoicing partner organizations who have committed to help cover the \$125,000 cost to include Michael Kasser of Holualoa Companies, the Rio Nuevo Board, Pima Association of Governments, and Pima County.

It is understood that the fee paid by the Sponsor to the Institute is to be used to cover the costs of the panel assignment and to support and encourage the Institute's research and educational programs.

The Sponsor may make such noncommercial use of the report as it may deem desirable. It is further understood that the Institute may make such noncommercial use of the report prepared of the panel's findings and recommendations as it may deem desirable, and the Sponsor herewith specifically agrees that the Institute may publish and disseminate such report or any part thereof in conjunction with its research and educational programs.

Each party shall indemnify, save, defend and hold harmless the other, its elected/appointed officials, officers, directors, employees and agents from any and all liability, claims, suits, demands, actions, damages and expenses (including reasonable attorney fees) of whatsoever kind and by whomsoever brought against the indemnified party, its elected/appointed officials, officers, directors, employees and agents, arising from or in connection with any willful or negligent act, error or omission of the indemnifying party, its elected/appointed officials, officers, directors, employees, and agents in the performance of this Agreement. Each party's aggregate liability for damages of any nature shall be limited to the amount of the fee under this agreement. In no event will either party be responsible for incidental or consequential damages arising out of the services it provides under this Agreement.

ULI is acting in the capacity of an independent contractor hereunder and not as an employee, or agent of, or joint venturer with Sponsor.

The performance of this Agreement by either party is subject to acts of God, war or threat of war, government regulation, acts of terrorism, disaster, fire, strikes, civil disorder, public

health crises, curtailment of transportation facilities or other circumstance beyond the control of the parties unreasonably delaying or making it inadvisable, illegal or impossible for either party to perform its obligations hereunder. This Agreement may be terminated without penalty for any one (1) or more of such reasons by written notice from one party to the other; provided that the party delayed or unable to perform shall promptly advise the other party of such delay or impossibility of performance, and provided further that the party so delayed or unable to perform shall take reasonable steps to mitigate the effects of any such delay or nonperformance.

Neither party shall assign its rights or duties under this Agreement without prior written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns.

This agreement constitutes the entire agreement between the parties regarding the services described herein and supersedes all prior agreements or understandings between the parties on this subject matter, whether written or verbal.

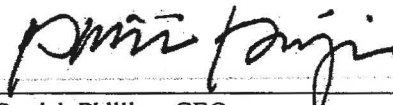
This Agreement may not be altered, amended or modified except by written document signed by all parties.

This Agreement shall be subject to and construed under the laws of the state of Arizona.

The undersigned parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above.

ULI—the Urban Land Institute

City of Tucson, Arizona



Patrick Phillips, CEO

10.21.13

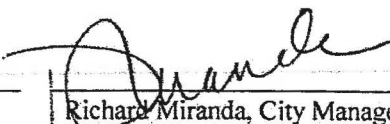
Date



Tom Eitler, Vice President, Advisory Services

Oct. 18, 2013

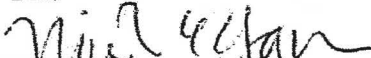
Date



Richard Miranda, City Manager

10/22/13

Date



Nicole Ewing Gavin, Planning and Policy Program Director

10/22/13

Date



**ULI Advisory Services Panel Scope of Work  
Downtown Tucson, Arizona**

**Purpose of the Panel** - To prioritize and coordinate public and private investment on opportunity sites within the 500+ acre central/western portion of downtown Tucson, an area that includes many historic, cultural, and civic assets and will have a modern streetcar system running through it in the summer of 2014 (see map attached). The area encompasses the Congress St. entertainment district, multiple museum and performing arts facilities, the government and Convention Center complexes, and the adjoining west side area that is Tucson's historic and cultural birthplace. In addition, there are many vacant and underdeveloped sites within the area and increasing interest (both public and private) in investment and development on these sites. It is important that these projects be prioritized and considered in a coordinated manner balancing current market demands and realities with previous planning efforts and long-term goals in order to create synergy, encourage private sector investment, and leverage limited public resources.

**Scope Question** - What type of development is recommended for the vacant and underdeveloped opportunity sites within this area with an emphasis on utilizing publicly-owned land and public resources/incentives to maximize and leverage private investment toward achievement of the following goals:

- Recognize Tucson's birthplace by furthering the intent set forth in existing plans for the west side area, such as historic and cultural facilities and outdoor spaces.
- Create an interesting, walkable, transit-oriented downtown with high quality development and public spaces.
- Identify development opportunities that encourage and promote modern streetcar ridership while considering streetcar infrastructure (i.e. stop locations).
- Enhance and connect the cultural and natural resource assets within and surrounding this area.
- Activate the Tucson Convention Center, including its performance venues, convention facilities, outdoor spaces, and frontage along the streetcar route.
- Pursue new economic opportunities capitalizing on the close proximity to the University of Arizona in order to create jobs and diversify the economy within this area.
- Recognize, protect, and strengthen the unique historic neighborhoods and sites within and surrounding the area.
- Encourage an appropriate balance of new housing and related services and amenities to attract additional residents to the area.
- Identify the appropriate types, mix, and locations for retail, hotels, attractions, and other development to attract residents and visitors to the area.

# ULI Context Map



- ULI Study Area
- Santa Cruz River
- Modern Streetcar

- |  |   |
|--|---|
| 1. Tucson's Birthplace (westside)          | 7. Main Library                                     |
| 2. Tucson Museum of Art and Historic Block | 8. Warehouse Arts District                          |
| 3. Tucson Convention Center                | 9. Temple of Music and Art                          |
| 4. Government Complex                      | 10. Children's Museum                               |
| 5. Museum of Contemporary Art              | 11. Congress St Entertainment Dist & Rialto Theater |
| 6. Fox Theatre                             |   |



0 0.125 0.25 0.5 Miles

Created: 10/24/13