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,

C. H. Huckelberry
County Administrator

CHH/anc – November 14, 2013

Attachments

c: Reid Spaulding, Director, Facilities Management
November 5, 2013

Mr. Chuck Huckleberry
Pima County Administrator
130 W. Congress, 10th 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,

[Signature]

Nicole Ewing-Gavin
City Manager's Office

NEG/lb

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

<table>
<thead>
<tr>
<th>Customer Number</th>
<th>Invoice Number</th>
<th>Invoice Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIMACOADMIN</td>
<td>AR183000001</td>
<td>11-01-13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount Due</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000.00</td>
<td>11-30-13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amount Enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**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

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

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

<table>
<thead>
<tr>
<th>Orig. Inv. Date</th>
<th>Orig. Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-31-13</td>
<td>11-30-13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Invoice Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>AR183000001</td>
<td>11-01-13</td>
</tr>
</tbody>
</table>

**Customer Name**  
PIMA COUNTY ADMINISTRATOR'S OFFICE

**Finance Charges**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Date</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-31-13</td>
<td></td>
</tr>
</tbody>
</table>

**Invoice Charges**

<table>
<thead>
<tr>
<th>Ref Line No.</th>
<th>DESCRIPTION</th>
<th>Charges/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PAYMENT FOR URBAN INSTITUTE ADVISORY SERVICE PANEL</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

**TOTAL INVOICE Charges**  
$15,000.00

**Finance Charges**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Date</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10-31-13</td>
<td></td>
</tr>
</tbody>
</table>

**Total Other Charges**  
$0.00

<table>
<thead>
<tr>
<th>Credit Payments Applied</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Amount Due By</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11-30-13</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

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 Accounts Receivable@tucsonaz.gov  
or write us at: PO BOX 27320 Tucson, AZ 85726-7320
Advisory Services

Panel Process

Tom Elter
Vice President
Advisory Services
Subjects include a variety of real estate and land use issues:
- Development at the Edge
- Sustainable Development
- Organizational and Financial Strategies
- Workforce Housing
- Historic and Cultural Issues
- Universities, Colleges, and Institutes
- Infrastructure
- Economic Development
- Brownfield Redevelopment
- Military base reuse
- Neighborhood Revitalization
- Downtown Redevelopment

Approximately 20 panels per year.
Since 1947, over 600 panels.

ULLI Advisory Services
typically panels involve one or more of:

- professionals within the land use professions
- strong focus on senior level, experienced
- panelists volunteer their time
- our membership of 30,000
- multi-disciplinary teams are assembled from
- professionals who do not live in the area
- outside point of view from professionals
- objective, candid and unbiased
- strategic advice on difficult land use
- panels provide
- Private Developments
- Large suburban developments
- Downtown Revitalization

Either:

- Early panels largely focused on
  Community Builders Council
- Conducted as a part of Central
  Business District Council and the
  Shoulder Review by members for
  1947 - Started as an over-the-

History
Policy Workshops

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

1980's and 1990's
Friday: Presentation of the Panel's Findings

Thursday: Report and Presentation Preparation

Wednesday: Panel Deliberations

Tuesday: Stakeholder Interviews

Monday: Briefing and Tour + Public Reception

Sunday: Arrival, Orientation + Sponsor Dinner

Typical Schedule - Five Day

Panel Logistics

Finance and real estate experts, many other land use, design, planners, public officials, and market analysts, architects, developers, bankers, brokers.

Three day panels = 4-5 panels

Five day panels = 8-10 panels

Months to organize panels take about 2 to 3
Specific Issues:
- Urban design strategies
- Management structure
- Neighborhood retail potential

How should a growing downtown university develop a campus and lead neighborhood revitalization?
Specific issues:
- Natural heritage preservation
- Military base reuse
- Neighborhood revitalization

How can a former military base be redeveloped in a manner that improves the local economy, while protecting a unique environmental setting?
Specific Issues:

- Economic development
- Historic preservation
- Neighborhood revitalization

H.H. Richardson Complex
Buffalo, New York

Adaptive use and redevelopment of a massing institutional structure of major historic and architectural significance.
Specific Issues:

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

How can a master-planned community become a model for sustainable development?
District Councils. Available on the individual websites for our
District Council. Information for TAPS is
Panelists are members of the local ULI
development project, policy, or challenge.
Land use community in exploring a
offer an opportunity to engage your local
panels conducted by local members. TAPS
Many ULI District Councils offer short
Technical Assistance Panels (TAPS)
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 indemnitee 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

Patrick Phillips, CEO
10.21.13

Date

Tom Eltiser, Vice President, Advisory Services
Oct. 18, 2013

Date

City of Tucson, Arizona

Richard Miranda, City Manager
10.24.13

Date

Nicole Ewing Gavini, Planning and Policy
Program Director
10.22.13

Date
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.