

**SPECIAL PROJECT AGREEMENT FOR ELM CREEK/6<sup>TH</sup> STREET DRAINAGE,  
DETENTION AND CONVEYANCE PLAN – CITY OF TULSA’S SALES TAX PROJECT  
FUNDS**

The purpose of this agreement, effective as of the 3rd day of September, 2015 (“Special Project Agreement”) is to outline roles and responsibilities of the City of Tulsa (City) and the Tulsa Development Authority (TDA) for the successful execution of a specific project. This Special Project Agreement is subject to the provisions of the Services Agreement between the parties dated October 20, 2014, which addresses the day to day operations and relationship between the parties (“Services Agreement”). Rates and services associated with the Services Agreement shall not apply to this Special Project Agreement unless specifically outlined and agreed to in this document. In the event of a conflict between this Special Project Agreement and the Services Agreement, the terms of this Special Project Agreement shall control.

**Project Title:** Elm Creek/6<sup>th</sup> Street Drainage, Detention and Conveyance Plan

**Project Location:** Pearl District, 6<sup>th</sup> Street, Tulsa, Oklahoma

**Description:** As part of the Sales Tax Project, the City of Tulsa needs to acquire 11 specific parcels to complete the Elm Creek/6<sup>th</sup> Street portion of the Project. The Tulsa Development Authority (TDA) has been selected to provide services for the acquisition of the parcels and relocation of property owners and residents as required under the applicable relocation assistance act.

**Services to be provided:** The City requests TDA, utilizing Sales Tax Project funds, to provide such services as may be required for the acquisition of eleven (11) parcels of land in the Elm Creek/6<sup>th</sup> Street Project as shown on the attached exhibit, together with additional properties as may be needed and are available for this project, as directed by the City of Tulsa Planning and Development Department. TDA’s service shall also include the relocation of the owners and residents of the acquired properties as required pursuant to the applicable relocation assistance act.

The TDA shall attempt to negotiate voluntary conveyances with each property owner in such amounts and terms as the City of Tulsa shall approve on a parcel by parcel basis. The TDA shall also verify ownership of title and secure appropriate releases of any mortgages or other liens encumbering any parcel to be acquired in order to achieve marketable title. In the event that TDA cannot acquire any parcel voluntarily, the TDA shall be authorized to proceed with condemnation for the purposes of acquiring title to such parcel. TDA may employ third parties and professionals in the provision of services under this Special Project Agreement.

Payment shall be made by the City of Tulsa to TDA, on a monthly basis, for all costs and expenses incurred by TDA in the acquisition of the subject parcels and relocation of the owners and residents as provided herein. Such costs may include, without limitation, the purchase of the subject parcels, appraisal, abstracting, title examination, title clearance work, filing, recording

and closing fees, condemnation awards, attorney fees, expert witness fees, court costs, maintenance, taxes, assessments, and insurance expenses incurred by TDA. TDA shall not be required to provide acquisition or relocation services and The City of Tulsa shall not be required to pay costs unless and until sufficient funds are held by the City of Tulsa in the Sales Tax Project account and dedicated to payment the estimated costs thereof.

**Term:** The term of this agreement shall begin upon the signature of the Mayor and shall terminate once all of the subject parcels have been acquired, the owners and residents provided relocation services as required and the TDA has been paid for its services as required herein.

**Compensation Structure:** In addition to reimbursement of all costs and expenses as provided above, City agrees to pay to TDA two per cent (2%) of the acquisition and relocation costs for each parcel covered by this Special Project Agreement. Such payment shall be made, on a parcel by parcel basis, by the City to TDA within sixty (60) days following the completion of acquisition of good title and completion of required relocation of owners and residents of each parcel.

**Unrelated expenses not subject to reimbursement:** City shall not reimburse TDA for expenses incurred by TDA for services not provided pursuant to this Special Project Agreement.

**City's responsibilities:** Unless disputed, City shall promptly pay each Advance Request which has been submitted by TDA for payment pursuant to this Special Projects Agreement Assuming funds are available and have been dedicated for such payment as provided herein.

**Liability and Indemnification:** TDA shall defend and indemnify City from and against legal liability for damages arising out of the performance of the Services for City by TDA including but not limited to any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of TDA or any person, organization, or entity acting on behalf of, at the direction or request of TDA in performing Services for whom TDA is legally liable provided that any TDA liability shall be limited by the statutory limits established for public bodies by the State of Oklahoma.

***Changes to this agreement must be in the form of a contract amendment executed by both parties.***

This agreement was approved by the Tulsa Development Authority Board of Commissioners (Resolution No. 6138) on the 3rd day of September, 2015, (attached).

Tulsa Development Authority,  
an Oklahoma urban renewal authority,

Roy Peters Jr  
Roy Peters, Jr., Chairman

11-5-15.  
Date

Approved as to Form:

Pat Hartley  
Pat Hartley, General Counsel  
Tulsa Development Authority

City of Tulsa, a municipal corporation,

Jim Turney  
~~Mayor~~, Mayor PRO-TEM  
JAN 12 2016

Date

Attest:

Sherry  
City Clerk  
CITY OF OKLAHOMA

Approved as to form:

Dan McNeil  
Assistant City Attorney pro

Approved:

\_\_\_\_\_  
Contract Administrator/Director of Planning & Development



## MEMORANDUM

**TO:** Mr. Leon Davis  
Asset Manager

**FROM:** Mr. O. C. Walker *O.C.W.*  
Executive Director

**DATE:** November 5, 2015

**RE:** Special Project Agreement for Elm Creek/6<sup>th</sup> Street Project

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Attached are two originals of the Special Project Agreement for Elm Creek/6<sup>th</sup> Street Drainage, Detention and Conveyance Plan – City of Tulsa's Sales Tax Project Funds signed by Roy Peters, Jr., Tulsa Development Authority Chairman, and approved by Jot Hartley, General Counsel for Tulsa Development Authority.

It is our understanding a Request for Approval will be drafted to secure the Mayor's signature. When the Agreement has been executed by the City of Tulsa, please return an original to Tulsa Development Authority for our records.

Thank you,

OCW/jm  
Attachments

**Cc:** Ms. Dawn Warrick, Director  
City of Tulsa Planning & Development Department

Mr. Jot Hartley  
Attorney at Law  
P.O. Box 553  
Tulsa, OK 74301



**MEMORANDUM  
PLANNING & DEVELOPMENT  
DEPARTMENT**

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**DATE:** September 10, 2015

**TO:** Mark Hogan, Director of Asset Management

**FROM:** Dawn T. Warrick, AICP

**SUBJECT:** Property acquisition for continued implementation of the Elm Creek Master Drainage Plan (2010) and 6<sup>th</sup> Street Infill Plan (2006)

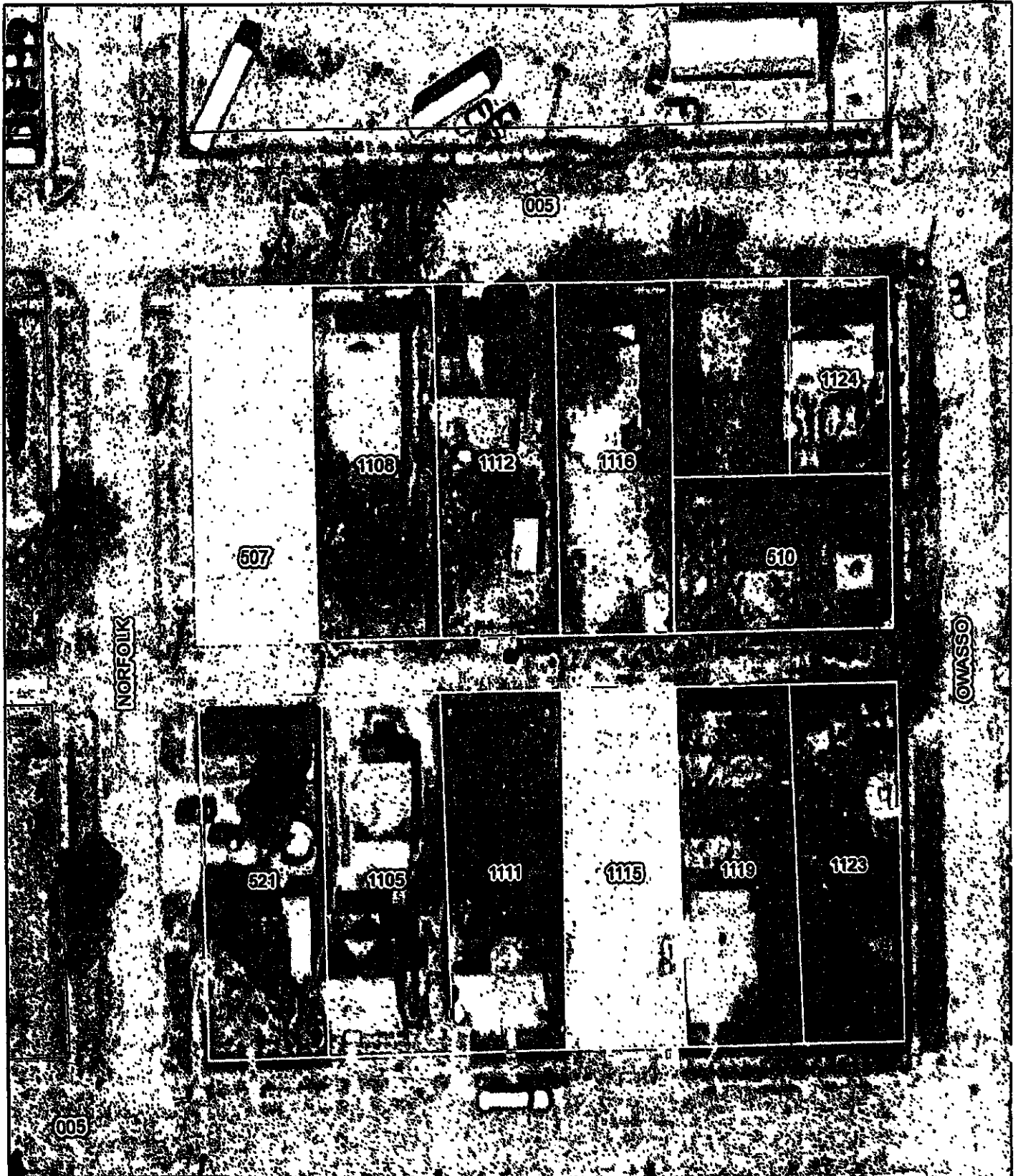
As we discussed earlier this week, Planning & Development staff will coordinate with the Tulsa Development Authority (TDA), through a Special Project Agreement, to continue acquisition and relocation efforts necessary to secure property and execute adopted plans for flood control and redevelopment in the Elm Creek watershed. Property to be acquired in the Pearl District neighborhood will support two additional flood control ponds and conveyance systems connecting all of the ponds (including Centennial Park) to mitigate flooding within the neighborhood as well as downstream. In addition to ensuring adequate infrastructure for flood control, ponds will become amenities. Adjacent property will be acquired and positioned for redevelopment in areas enhanced through public investment.

Services to be provided by TDA include negotiations for acquisition, all title and closing activities, legal assistance, and relocation assistance through TDA itself as well as third party providers such as Universal Field Services, Inc. This process mimics steps taken in the Kendall Whittier neighborhood for redevelopment in recent years.



It is the intent of this Special Project Agreement to further engage TDA to hold acquired property until such time as partner developers are identified and appropriate redevelopment agreements are in place for development in accordance with adopted plans. TDA will be responsible for securing and maintaining acquired properties until redevelopment and/or flood control projects are executed. Planning & Development will fund this effort through remaining project balances in 2006 and 2013 sales tax programs that are identified for this purpose.

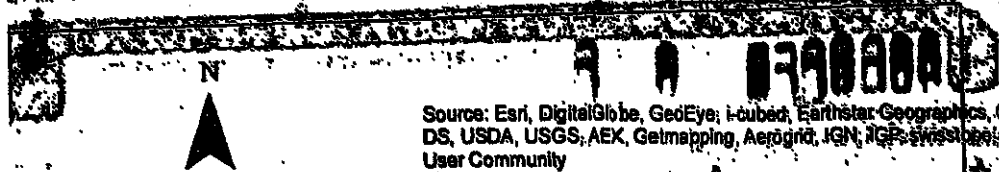
cc: Dwain Midget

# Proposed Acquisition Parcels in Pearl District



## Legend

-  Proposed Site
-  City of Tulsa



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, Swisstopo, and the GIS User Community

# REQUEST FOR ACTION: CONTRACT

Version: 01/27/2014

AGENDA FOR:  MAYOR  COUNCIL AUTHORITY:  DATE: November 9, 2015  
 Tulsa City Clerk's Office: 596-7513 or 596-7514

**FOR INFORMATION CONTACT:**

DEPARTMENT: PLANNING & DEVELOPMENT CONTACT NAME: Leon Davis, Jr.  
 ADDRESS: 175 E 2ND ST., STE 565 TELEPHONE: 9185765564  
 CONTRACT TYPE: ACQUISITION OF PROPERTY CONTRACT #: 32364  
 CONT. DOC. TYPE: CONTRACT AMOUNT: \_\_\_\_\_  
 PROJECT TITLE: Acquisition and Relocation Services  
 CONTRACTOR: Tulsa Development Authority  
 BID/TAC/PROJECT #: \_\_\_\_\_ EXTENSION DAYS: \_\_\_\_\_ COMMODITY CODE: \_\_\_\_\_  
 RENEWAL, AMENDMT, CHNG # \_\_\_\_\_ of x PERCENT: \_\_\_\_\_ TOTAL PERCENT: \_\_\_\_\_ COUNCIL DIST: \_\_\_\_\_

**SUMMARY:**

The purpose of this agreement between the City of Tulsa and the Tulsa Development Authority is for continued execution of the Elm Creek / 6th Street Drainage, Detention and Conveyance Plan utilizing set-aside and approved City of Tulsa's 2008 Street package and 2014 Improve Our Tulsa Sales Tax project funds. Project is part of an adopted and approved long-range effort to reduce flooding and spur economic development. Activities that TDA will engage in include acquisition and relocation. As available funds allow, voluntary acquisitions shall occur first. However, if identified properties values cannot be mutually agreed upon, and funds are available, these properties shall be condemned by TDA to acquire title per the project design. No federal dollars are anticipated to be leveraged at this time.

APPROVED BY MAYOR  
CITY OF TULSA  
JAN 1 2 2016

**BUDGET: FINANCE DIRECTOR APPROVAL:**

<p><b>CHECKLIST</b></p> <p><input type="checkbox"/> No Payments Involved</p> <p><input type="checkbox"/> Purchase Order</p> <p><input checked="" type="checkbox"/> Contract Encumbrance</p> <p><input type="checkbox"/> Affidavit Needed?</p>	<p><b>FUNDING SOURCE(S):</b></p> <p>2008 Street Package - 063106 - \$1,327,657; 2014</p> <p>Improve Our Tulsa Sales Tax-148150 - \$5,000,000.</p>
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**REQUEST FOR ACTION:** *All department items requiring Council approval must be submitted through Mayor's Office.*

Request Mayor, or designee, signature on attached Special Project Agreement to approve the agreement to allow TDA to engage in such activities.

DEPARTMENT HEAD APPROVAL: [Signature] DATE: 11/10/15  
 ASST CITY ATTORNEY APPROVAL: Ramon R. Carriston 11/10/15  
 BOARD APPROVAL: \_\_\_\_\_  
 MAYORAL APPROVAL: [Signature] 1/12/16  
 OTHER: \_\_\_\_\_

**FOR CITY COUNCIL OFFICE USE ONLY:** DATE RECEIVED: \_\_\_\_\_  
 COMMITTEE: \_\_\_\_\_ COMMITTEE DATE(S): \_\_\_\_\_ FIRST AGENDA DATE: \_\_\_\_\_  
 HEARING DATE: \_\_\_\_\_ SECOND AGENDA DATE: \_\_\_\_\_ APPROVED: \_\_\_\_\_

For City Clerk's Office Use Only (Agenda Date: MMDDYYYY; Sec #: Dept #, Item #, Sub-Item #, Status: S=Synopsis)

11 - 16 - 2015
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