

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
PLANNING SERVICES WITH HOUSEAL LAVIGNE ASSOCIATES, LLC
FOR CITY OF TULSA SECTOR PLAN UPDATE PROJECT**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL PLANNING SERVICES (Agreement) is made and entered into by and between the Tulsa Development Authority (“TDA”), a public body corporate, having its principal office at 1216 N. Lansing Avenue, Suite A, Tulsa, Oklahoma 74106, and HOUSEAL LAVIGNE ASSOCIATES, LLC (“Houseal”), an Illinois limited liability company, having its principal address as 333 SW 5th Avenue, Suite 300, 134 North LaSalle Street, Suite 1100, Chicago, Illinois 60602, effective from the date of execution hereafter shown constitutes the FIRST amendment to that certain Agreement For Professional Services (“Agreement”) between TDA and Houseal dated August 14th, 2014 for the preparation and presentation of the City of Tulsa Sector Plan Update Project (the “Project”).

WITNESSETH:

WHEREAS, heretofore the TDA and Houseal did on the 14th day of August, 2014, enter into an Agreement For Professional Services (“Agreement”) between TDA and Houseal dated August 14th, 2014 for the preparation and presentation of the City of Tulsa Sector Plan Update Project (the “Project”); and,

WHEREAS, the TDA and Houseal did on the 13th day of November, 2014, approve and execute a First Amendment of said Agreement For Professional Services (“Agreement”); and,

WHEREAS, pursuant to Section 13 of said Agreement, TDA and Houseal have agreed to a Second Amendment of said Agreement to amend Exhibit A - Scope of Services of said Agreement Associates to expand the North Tulsa Sector Plan properties to be included within the planning area for the Sector Plan Project Area from the area north of Apache Street to the Gilcrease Expressway and east of Utica Avenue to the Cherokee Expressway, as shown on the plat map attached hereto; and,

WHEREAS, the TDA and Houseal have further agreed, as a provision of this Second Amendment of said Agreement to amend Section 2.3 of the Agreement to increase the maximum compensation to Houseal Lavigne Associates, LLC from \$199,500.00 to \$217,000.00.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do hereby agree as follows:

1. Exhibit A - Scope of Services of said Agreement Associates shall be and is hereby amended to expand the North Tulsa Sector Plan properties to be included within the planning area for the Sector Plan Project Area from the area north of Apache Street to the Gilcrease Expressway and east of Utica Avenue to the Cherokee Expressway, as shown on the plat map attached hereto.

2. Section 2.3 of said Agreement Associates shall be and is hereby amended to increase the maximum compensation to Houseal Lavigne Associates, LLC from \$199,500.00 to \$217,000.00.

3. All other terms and provisions of the said Contract, as previously amended, remain the same, except as expressly amended or modified above, and the parties hereto hereby ratify and confirm all other terms and conditions set forth in said Contract.

This Second Amendment of Redevelopment Agreement is executed and effective as of the 12th day of February, 2015.

TULSA DEVELOPMENT AUTHORITY

By: _____
Julius Pegues, Chairman

“TDA”

HOUSEAL LAVIGNE ASSOCIATES, LLC

By: _____
John Houseal, Manager



TULSA DEVELOPMENT AUTHORITY
NORTH TULSA NEIGHBORHOOD PLAN
PROPOSED PLANNING AREA

MAP KEY



Planning Area Boundary

The Kendall Whittier sector is not included in the planning area.

O.C. Walker

From: Devin Lavigne <DLavigne@hlplanning.com>
Sent: Wednesday, February 04, 2015 8:50 PM
To: O.C. Walker
Cc: Doug Hammel
Subject: Re: Sector Plan

O.C -

I spoke with our team about the cost of expanding the study area. Essentially the area to the north, to Gilcrease (the southern limits of the 36th Street Corridor Plan) expands our study area by about 30%. However we know a lot of the issues are the same and the neighborhoods are comparable and we do not feel as though simply increasing the budget by 30% is at all fair to the TDA. That said we still have to conduct field reconnaissance, redo our maps, and expand our outreach efforts. We are thinking an additional \$17,500 would suffice, and allow us to give a little more budget to Nicole and Risha for PR in the new area.

Please let me know if you have any questions. I'll be available all morning via cell if you need me during your workshop.

Thanks again, see you in a few weeks.

Devin

Devin Lavigne, AICP LEED AP
Principal

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