



CENTER FOR ECONOMIC  
DEVELOPMENT LAW

James Dan Batchelor  
Leslie V. Batchelor  
Emily K. Pomeroy  
Lisa M. Harden  
Jeff Sabin

301 North Harvey, Suite 100  
Oklahoma City, Oklahoma  
73102-3421

405 232 4606 TELEPHONE  
405 232 5010 FACSIMILE  
www.econlaw.com

**DRAFT**

January \_\_, 2018

Mr. Jot Hartley  
General Counsel  
Tulsa Development Authority  
177 W. Delaware Ave.  
Vinita, Oklahoma 74301

RE: Economic Development Strategies Under the Local Development Act for  
North Tulsa

Dear Jot:

Thank you for your call regarding a possible engagement with the Tulsa Development Authority (“TDA”) for professional services to assist with economic development strategies for North Tulsa, in particular, one or more project plans and associated tax increment financing district(s) pursuant to the Local Development Act, 62 O.S. § 850, *et seq.* (the “Act”). At your request, below is a proposed scope of services for those efforts. The purpose of this letter is to set forth an understanding regarding the services the Center for Economic Development Law (the “Firm”) would provide under this engagement. If these terms and conditions are acceptable to TDA, please arrange for execution as indicated below and return one fully executed copy to our office.

**I. Assessment and Recommendation of Project Eligibility and Feasibility**

As an initial matter, the Firm will make a preliminary assessment of the proposed projects, examine the potential for redevelopment of specific parcels, and determine threshold issues including whether and what tools of the Act could appropriately and effectively support such projects. The focus of this effort would be to work with you, TDA officials and staff, as well as other interested stakeholders to build on the existing development strategy for the area. This evaluation would be undertaken in order to determine whether the benefit potential and practicality appear sufficiently positive for TDA and the City to then consider adopting a Project Plan pursuant to the Act, with necessary financing mechanisms (including tax increment financing) to promote the projects. This is a critical phase and includes much of the groundwork for the subsequent phases.

Assuming the evaluation appears positive to TDA and the Firm, the Firm would then provide the following services to the extent authorized and directed by you.

## **II. Negotiation and Preparation of Development Agreements and Project Plan Preparation**

- A. The Firm will assist in the negotiation and preparation of any development agreements between TDA or another public entity (if appropriate) and potential developers that state the conditions precedent to undertaking specific projects and receiving any public assistance, including development financing assistance from tax increment revenues.
- B. Preparation of a Project Plan to cover the area, which would be undertaken in two parts:
  1. Schematic Plan Development
    - i. *Area Eligibility Report* —Preparation of an eligibility report, relying on information from staff and local and state agencies to evaluate the eligibility of the area.
    - ii. *Financial Impact Report* —Determination and evaluation of financial impacts, including estimated increment and indirect benefits.
    - iii. Basic framework of the Project Plan, including:
      - a. Project area;
      - b. Size and content of increment district(s);
      - c. Project objectives;
      - d. Principal project actions;
      - e. Preliminary budget; and
      - f. Strategic sequencing.
  2. Final Draft Project Plan and Increment District(s)
    - i. Preparation of complete eligibility report;
    - ii. Preparation of complete financial impact report;
    - iii. Preparation of complete project plan and increment district provisions; and
    - iv. Final editing before release for public consideration and approval.

### **III. Official Review and Public Hearings**

This phase will consist of legal advice and consultation with respect to procedures and actions for formal consideration of the proposed Project Plan, including:

- A. Resolution of City Council initiating formal consideration and approval process and establishing review committee;
- B. Presentations to individuals, groups, and public bodies on the proposed Project Plan;
- C. Attendance and presentations at review committee meetings;
- D. Preparation of documents for review committee consideration;
- E. Planning commission presentation and approval documents; and
- F. Presentation at two public City Council hearings on consideration and adoption of the proposed Project Plan.

### **IV. Implementation**

Following adoption of the Project Plan and associated increment district(s), it is vitally important that the implementation steps, procedures, legal auditing, and follow-up assistance take place in order to maximize the achievement of project objectives and to minimize the difficulties of implementation. These steps would generally consist of:

- A. Negotiation and preparation of any additional development agreements;
- B. Advice on administration and financing;
- C. Coordination with involved public officials and entities;
- D. Preparation of implementation checklist; procedural manual, forms, and official action documents; and
- E. Assistance in financial reporting.

Depending on the complexity of the projects and the extent to which TDA, the City, or another public entity assumes responsibility for these activities, TDA and the Firm may scope this on-going work separately or include it within the context of the general consulting aspects of this engagement letter.

We estimate our fees for the scope of work described in Sections I, II, and III above would not exceed \$\_\_\_\_\_. The actual cost of the services described in this engagement letter will be the Firm's time and expenses in accordance with the current Firm fee schedule,

which is attached as Attachment A. The Firm will submit statements detailing the services provided on a monthly basis. The services will consist of only the phases and undertakings authorized by the City.

**General Provisions**

Our Firm will submit monthly statements of the services performed, including the date, the professional performing the work, and a general description of the service, along with a statement of expenses and reimbursements claimed. We will also provide such additional supporting documentation as may be reasonably requested. We expect payment within 30 days, absent special circumstances. Either or both parts of this engagement may be terminated by either party upon 10 days' prior written notice without liability except for payments due for services rendered and delivery of appropriate documentation in connection with services performed.

Our mission as a law firm is to assist communities in achieving their economic development objectives, and we look forward to assisting your community by working with you.

By our signature below, we are agreeing to this engagement. If you approve, please execute your acceptance in the space provided and return one original to our office.

Very truly yours,

CENTER FOR ECONOMIC DEVELOPMENT LAW

BY: \_\_\_\_\_  
Leslie V. Batchelor, President

ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TULSA DEVELOPMENT AUTHORITY

BY: \_\_\_\_\_

**CENTER FOR ECONOMIC DEVELOPMENT LAW**  
**SCHEDULE OF PROFESSIONAL FEES**

**ATTORNEYS:**

Principals	Dan Batchelor	\$300.00
	Leslie V. Batchelor	\$300.00
Senior Attorneys	Emily K. Pomeroy	\$275.00
	Lisa M. Harden	\$275.00
Associates	Jeff Sabin	\$250.00

**OTHER LEGAL AND DEVELOPMENT PROFESSIONALS:**

Development/Planning Consultant	Ian Colgan, AICP	\$200.00
Financial Analyst/Planner	Cameron H. Brewer	\$150.00
Senior Legal Assistant		\$ 95.00
Law Clerk/Legal Intern		\$ 95.00
Legal Assistant		\$ 55.00
Administrative Assistant		\$ 45.00

Reimbursement of actual and reasonable expenses.