

4/24/24

# Request For Proposal 24-922

## Addendum #1

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

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QUESTIONS / CLARIFICATION / CHANGES:

### QUESTIONS

“Can the City please identify points along the perimeter of the property where there is access to the public Right-of-Way, or at least a suggestion of where access seems most plausible?”

----- The developer shall identify point where they believe they need public ROW access. If selected, the City will work with the developer to attempt to obtain them.

Does the 25 page maximum mean 25 pages single sided, double sided? Does that number include tabs?

----- 25 page max is one sided for all material, including tabs. This is to control hard copy size.

Does Parks Staff have a financial model/concept that has been used successfully to support maintenance costs of the park? This would be important to understand the estimated cost of park maintenance and where the revenue is expected to be generated?

----- It is incumbent on the respondent to develop the financial model to fund the park and retail design they propose. More specificities can be further refined during the actual redevelopment agreement discussions.

Does the City have an estimate for the costs to develop roads, water, sewer, electric, and telecom, and/or gas services to the site? Is this the responsibility of the development team?”

----- It is the responsibility of the respondent/development team.

# Request for Proposal

## 24-922

**Professional Services for:** Real Estate Development

**Department:** Mayor's Office

**NIGP Commodity Code(s):** 578-63, 906-10, 906-57, 906-72, 909-22, 909-24, 918-27, 918-89, 925-61, 952-96, 961-10, 961-28, 961-44

### RFP Schedule

EVENT	DATE
RFP Issue Date	03/18/2024
Pre-Proposal Conference <b>VIRTUAL – TEAMS MEETING</b>	04/04/2024 at 2:30 PM
Deadline for Questions <i>Submit to assigned buyer via email.</i>	04/22/2024 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	05/15/2024

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Project Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

*All questions should be emailed with the **RFP 24-922** in the subject line.*

#### Submit proposals (sealed) to:

Office of the City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103



**I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City of Tulsa (“City”) is seeking a professional, real estate development firm (“Respondent”) to develop the City’s approximately 56.8 acres of land located near the southwest corner of E. 71<sup>st</sup> Street S. and Hwy 169/Mingo Valley Expressway, into a park and recreation site with embedded amenities (“Development”). The land is split into two parcels: 31 acres of the land were donated to the City (“Donated Land”) and 24.5 acres of land was purchased by the City for flood control (“Purchased Land”). Both parcels (the “Site”) are included in this RFP with the intent to form one congruent development.

For this Development, “Amenities” means uses or purposes that (i) are ancillary to the use of the land as a public park, (ii) are consistent with overall nature of a public park, and (iii) improve the usefulness and benefits of the public park. Examples of possible allowable Amenities could include a wilderness-themed hotel/lodge, refreshment facilities, rentals of park-related equipment, and/or horse rentals. This is not an exhaustive list, and the selected Respondent will work with the City to establish allowable Amenities.

The City will execute a development agreement which will include a long term ground lease of the Site. (“Development Agreement”) with the selected Respondent. More details are provided herein.

The property is subject to the Deed restrictions provided in Exhibit B. The City would consider modifications to the Deed restrictions, if Respondent’s proposed modifications are also acceptable to the Deed grantor, Land Legacy. See Exhibit B.

The Development shall be an enduring partnership with the City because of the integrated park and retail design.

It is the City’s desire that any required maintenance of the park and recreational elements, and operations or programming that would be required for park improvements, included in the proposal if the Deed is amended to allow, be all or partially funded by the Amenities.

The City may execute public incentives on this Development, but those will not be included in the grading of the RFPs. The selected respondent may negotiate with the City regarding public incentives after selection.

We enthusiastically look forward to receiving your proposal.

**II. BACKGROUND:**

The City received the Donated Land from the Chapman Foundation, through the nature conservation non-profit, Land Legacy. In deciding the eventual development of the site, the City has initially engaged internal City departments and applicable stakeholders to develop a vision of what is desired on the site. In these discussions, five things stood out: 1) A park development that has recreation elements that are timely, fun, unique, and promote the outdoors; 2) a development that provides enhanced access to nature recreation and preserves the natural environment; 3) unique retail elements and Amenities that help pay most, if not all, park maintenance; 4), a development that can become a regional draw for visitors; and, 5) a development that improves connectivity to nearby residences and commercial properties.

The City acquired the Purchased Land in 1993 for flood control maintenance and it is located in a floodplain. The Respondent will be required to develop the land in accordance with the City’s floodplain guidelines discussed herein.

**III. TIMELINE:**

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	03/18/2024
Pre-Proposal Conference	04/04/2024
Deadline for Questions	04/22/2024
<b>PROPOSAL DUE DATE</b>	<b>05/15/2024</b>
Begin proposal evaluations	05/17/2024
Interviews with Respondents (anticipated)	05/28/2024
Negotiations with apparent successful Respondent begin (anticipated)	06/06/2024
Execute contract (anticipated)	06/26/2024

#### IV. SCOPE OF DEVELOPER SERVICES:

- 1.** **Role:** The relationship of the Respondent to the City is that of an independent entity, regardless of eventual financial arrangements selected for actual development. It is recognized that the Respondent may be made up of multiple entities; the Respondent will be responsible for assembling a team experienced in the development, financing, design, construction, implementation, branding, and operational management of all Development components. Respondent shall be responsible for all services provided, whether such services are provided directly by Respondent or by the Financing Partner, Architect, Operator, or any other member of its team. **The development, design, construction, and operation of the Development and the lease of the Site will be governed by a separate Development Agreement.**

#### V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- 1) Case statement – this should include 1) a description of the proposed Development and how it fulfills the RFP; 2) a brief history of the qualifications of the Respondent including examples of previous developments; and 3) a summary of the Development's financing.
- 2) Provides conceptual drawings, including but not limited to, site plan, floor plan(s), elevations and 3D renderings as required to illustrate concept;
- 3) List of Development partners and completed projects similar to this scale; and,
- 4) Funding method, sources, and 5-year proforma.

Response shall be no more than 25 pages.

**VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:**

**Performance Metrics**

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The City looks forward to working with awarded Respondent to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

<b>Performance Metric</b>	<b>Data Source</b>	<b>Data Collection Frequency</b>	<b>Data Collection Responsibility</b>
<b>1. Contract Milestones met</b>	Provided timeline	Weekly	Asset Mgt
<b>2. Communication</b>	Face to Face meetings	Weekly	Asset Mgt
<b>3. Contract required documentation</b>	Respondent	As required per contract	Asset Mgt
<b>4. Contract Performance Metrics</b>	Respondent	As required per contract	Asset Mgt

**Contract Performance Monitoring**

As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

**VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

- A.** Proposals must be received by **5:00 p.m. on Wednesday, May 15, 2024, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled “**RFP 24-922, Real Estate Development**”.

**Proposals received late will be returned unopened.**

- B.** Interested Respondents should submit:  
**One (1) unbound original and fifteen (15) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).**

- C.** Proposals shall be delivered and sealed to:

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103

- D.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:  
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, April 22, 2024.**

**Donny Tiemann, Project Buyer**  
[dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

F. Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting  
175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
City Council Chamber**

**VIII. EVALUATION OF PROPOSALS:**

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All Bids will be evaluated using the following criteria:

<b>Category</b>	<b>Total Points</b>	<b>What Would a Top Score Look Like?</b>
<b>Regional Destination Design</b>	<b>30</b>	A park with Amenities as defined in the Deed and herein that will draw visitors from the City and the region. The “Region” includes any area more than forty (40) miles from Tulsa County. “ Final design should feature unique recreation opportunities that do not merely replicate other City amenities in the area, and should maintain as many natural areas, trees and green spaces as is practical.
<b>Development Funding</b>	<b>20</b>	Demonstrates ability to obtain funding / financing for the projected costs of the Development and assurance that the Respondent’s projections are comprehensive of all costs and infrastructure needs.
<b>Maintenance funding strategy for the park elements</b>	<b>10</b>	Clearly shows how Respondent intends to address a revenue stream to help fund maintenance and any operations or programming that would be necessary for proposed improvements if the Deed is amended to allow.
<b>Respondent experience</b>	<b>10</b>	Respondent explains its experience with specific project examples.



<p><b>Multiple recreation features</b></p>	<p>10</p>	<p>Should include integrated trails and multiple recreation elements that could include sports courts, sports fields, open green space, seating, picnic and gathering areas, playgrounds or other active and imaginative play elements aimed at toddlers, youth, teens and adults, dog park, non-motorized water sports such as canoeing or paddleboats, or other recreation features appropriate for a public park. Accessibility is of high value and all elements should strive to include features inclusive to visitors of all abilities.</p>
<p><b>Natural Walking trails and Various transportation and exercise methods – walking, biking, rollerblading, etc.</b></p>	<p>10</p>	<p>Could include walking trails, bike paths, non-motorized wheel transport such as skateboards, rollerblades. roller-skating capacity, etc. Trails should provide opportunities for exercise and for enjoying the park and natural areas and serve to connect various elements within the park and connect the park to neighborhoods and the Mingo Valley Trail system. Could involve multiple lanes (walking/running; riding/rollerblading). Accessibility is of high value -- if there are different types of trails (paved, soft surface, nature walks, etc.) an effort should be made to make at least some elements of all trails accessible.</p>
<p><b>Community engagement plan after selection</b></p>	<p>10</p>	<p>Specifically explains process of getting input from citizens for this area.</p>

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO):  
[https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**IX. MISCELLANEOUS**

- A. The City expects to enter into the **Development Agreement** with the chosen Respondent that shall incorporate this RFP and Respondent's proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the **Development Agreement** other terms and conditions as deemed necessary. Respondent's response to this RFP will be considered part of the **Development Agreement** if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City.
- C. The City notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the City's name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

- H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses

containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.

- I. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.
- J. The City reserves the right to decline all submitted proposals if it determines that no proposal meets the City's expectations.
- K. Acreage information (see Exhibit A).
  1. The Donated Land available for park development and development of Amenities.
  2. To the south, the Purchased Land is part of the Credit Rating Score for Open Space Preservation. It can be utilized for trails, per the City's Water & Sewer Department.
    - These 24.5 acres, more or less, are in a floodplain and all developments must comply with the City's floodplain policies and procedures provided in Title 11a, Chapter 3, Section 304.E. In summary they provide:
      - i. A development cannot create a rise in the floodplain's base flood elevation on upstream/downstream properties;
      - ii. Floodplain storage must be maintained across the site;
      - iii. Proposed buildings must be located outside of the floodplain; and,
      - iv. Modifications to the FEMA floodplain will require a Conditional Letter of May Revision (CLOMR) and be reviewed/approved by FEMA prior to construction.
  3. There are 12 acres located adjacent to the northwest owned by a private entity that has marketed their site previously. The Donated Land and Purchased Land do not have public access. Respondent may acquire these 12 acres described above or work with the owner or other adjoining property owners to acquire an easement(s) and develop access to the Site. The City will not be involved in this negotiation.

- L. The City wishes to convey development rights by offering the Development Agreement which will include development requirements including timelines. The Site will be leased subject to all existing easements of record. Respondents may offer other arrangements in their Response, such as concession agreements or a partial fee simple conveyance subject to deed restrictions if they are consistent with the primary use of the overall site as a public park.
  
- M. The site plan design team MUST include a civil engineer/hydrologist who has experience with floodplain modeling/analysis/modifications and City/FEMA requirements. The is necessary for the team to find a balance between the stormwater requirements and a workable site plan. A close consultation between the Respondent's civil engineer and the City Water & Sewer Department is required before completion of plans and during the build-out process.
  
- N. Environmental studies.
  - 1. The City conducted a Phase I Environmental Site Assessment on the 31 acres on June 13, 2023, and it "...revealed no evidence of Recognized Environmental Conditions, Controlled RECs, Historical RECs, or significant data gaps in connection with the Subject Property. No further assessment is recommended at this time." A copy of Phase I is included in RFP.
  
- O. If awarded a lease, any tenant will need to meet any/all permitting or insurance requirements and understands that this evaluation does not relieve the need to meet all typical obligations.

## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:** \_\_\_\_\_

**Respondent's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Respondent's Address:** \_\_\_\_\_  
Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**How did you learn about this business opportunity with the City of Tulsa?**

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: Click or tap here to enter text.

## AFFIDAVIT

### NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: \_\_\_\_\_

**Signature**

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►**

Printed Name:

Title:

Date:

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**APPENDIX A – City of Tulsa General Contract Terms**

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It is anticipated that the City of Tulsa will enter into a **Development Agreement** with the selected Respondent (“Seller”) for an initial term ending one (1) year from the date of its execution by the City’s Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by the **Development Agreement**. The continuing purchase by City of the Services set forth in this **Development Agreement** is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).



8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

## EXHIBIT A 1-2

### Parcels for consideration



## EXHIBIT A 2-2

### Utilities and Floodplain



# EXHIBIT B



Tulsa County Clerk - Michael Willis  
Doc # 2021086621 Page(s): 8  
07/27/2021 11:13:50 AM  
Receipt # 21-52659  
Fee: \$ 32.00

DEED 8475

Space reserved for recording purposes only

## QUIT CLAIM DEED

KNOW ALL BY THESE PRESENTS:

That **Land Legacy, Inc.** (the "Grantor"), being the sole owner of all interest, legal and equitable, in the following described real property, for good and valuable consideration, the receipt and sufficiency of which for all purposes is hereby acknowledged, does hereby grant, convey and quit claim to the **City of Tulsa, Oklahoma, a municipal corporation** (the "City") for use and enjoyment as a **public park**, all of following described real property and premises, situate in **Tulsa County, State of Oklahoma**, hereinafter called the "Property":

**A portion of Lots One (1), Two (2), Three (3) and Four (4), Block One (1), and Lot Four (4), Block Two (2), CHANCELLOR ACRES, an Addition to Tulsa County, State of Oklahoma, according to the recorded Plat thereof, as described more specifically in the "Appendix" attached hereto**

(Tulsa County Parcel Nos. 75275-84-07-00155, -00200, -00300, -00400, -00800)

TO HAVE AND TO HOLD said described premises unto the City for the purposes set forth herein, forever, together with all necessary and convenient appurtenances thereto, including without limitation the right of access for ingress and egress and for utilities within, upon and across the **Mutual Access and Utility Easement** prescribed and depicted in the **Plat and Deed of Dedication of Valley Crossing** (a Subdivision in the City of Tulsa, Tulsa County, Oklahoma) filed for record on 20 February 1996 as Plat No. 5116, recorded as Document No. 96016440 in Book 5784 at Page 242; and to use and maintain the same, and affording the City, its officers, agents, employees, and all persons under contract with the City, the right to enter upon said property for the purpose of surveying, constructing public park improvements, operating, repairing and maintaining such as a public park and Amenities;

PROVIDED, NEVERTHELESS, that in the event, at any time after the date of this Quit Claim Deed :

- (a) the Property shall cease to be used as a public park or for the Amenities described below,  
OR
- (b) any income generated from Amenities developed, provided or used on the Property shall not be devoted exclusively to the maintenance and further development of the Property and such Amenities in accordance with this Dedication,  
OR
- (c) if the park and recreation use is ever abandoned by the City of Tulsa

then and in that event, title to the subject property shall revert to the Grantor, subject to Grantor's right to reject reversion of title to part or all of such Property, in its sole discretion.

In this Quit Claim Deed , the term "*Amenities*" means uses or purposes that (i) are ancillary to the use of the land as a public park, (ii) are consistent with the overall nature of a public park, and (ii) improve the usefulness and benefits of the public park. Examples of possible allowable Amenities could include a wilderness-themed hotel/lodge, refreshment facilities, rentals of park-related equipment, and/or horse rentals.

SIGNED and DELIVERED this June 17 day of 2021.

Land Legacy, Inc.

By: \_\_\_\_\_

*Martin Lewis*  
Martin Lewis  
President – Land Legacy

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STATE OF OKLAHOMA)

COUNTY OF TULSA ) ss.

*Acknowledgment*

This instrument was acknowledged before me this 17<sup>th</sup> day of June, 2021, by **Martin Lewis as President of Land Legacy, Inc.**

(SEAL)



Donna Stewart  
Notary Public

*Commission Number and Expiration Date:*

04008838

09/28/24

*No Documentary Stamp Tax due pursuant to 68 O.S.2011 CH. 1, Art. 32, S3202(11)*

APPROVED AS TO FORM:

[Signature]  
Senior Assistant City Attorney M. SWINEY

ACCEPTED BY CITY COUNCIL:

Date: JUL 14 2021

APPROVED BY MAYOR:

Date: JUL 21 2021

ATTEST:

[Signature]  
City Clerk



APPROVED AS TO SUBSTANCE:

[Signature]  
Director of Parks Department  
Asset Management

CITY COUNCIL OF THE CITY OF TULSA,  
OKLAHOMA

By: Vanessa Hall-Harper  
Name: Vanessa Hall-Harper  
Title: Chairman

CITY OF TULSA, OKLAHOMA,  
a municipal corporation

By: [Signature]  
Name: G.T. Bynum IV  
Title: Mayor

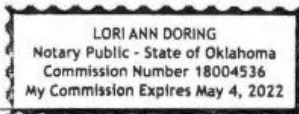
STATE OF OKLAHOMA )  
COUNTY OF Tulsa )ss.

Acknowledgment

This instrument was acknowledged before me this 14<sup>th</sup> day of July, 2021, by

Vanessa Hall-Harper as Chairman of the City Council of the City of Tulsa, Oklahoma.

(SEAL)



[Signature]  
Notary Public  
Commission Number and Expiration Date to Appear in Seal

STATE OF OKLAHOMA )  
COUNTY OF Tulsa )ss.

Acknowledgment

This instrument was acknowledged before me this 21<sup>st</sup> day of July, 2021, by  
**G.T. Bynum IV as Mayor of the City of Tulsa, Oklahoma.**

(SEAL)



[Signature]  
Notary Public  
Commission Number and Expiration Date to Appear in Seal

## Appendix

### Legal Description of Property

Lot One (1), LESS AND EXCEPT (i) those interests in said real estate heretofore condemned by the City of Tulsa, Oklahoma, more particularly described in Items A and B below, and (ii) that interest described in Item C below; and Lot Two (2), LESS AND EXCEPT (i) the North 640 feet thereof and (ii) that interest described in Item C below; Lot Three (3); and Lot Four (4), LESS AND EXCEPT that interest described in Item D below; all in Block One (1), and Lot Four (4), Block Two (2), CHANCELLOR ACRES, an Addition to Tulsa County, State of Oklahoma, according to the recorded Plat thereof

- A. A strip, piece or parcel of land lying in part of Lot 1, Block 1, CHANCELLOR ACRES as platted in the E/2 NW/4 of Section 7, T-18-N, R-14-E in Tulsa County, Oklahoma, said parcel of land being described by metes and bounds as follows:

Beginning at a point on the East line of said Lot 1, a distance of 640.00 feet South of the NE corner of said Lot 1, thence South along said East line a distance of 277.52 feet, thence North  $21^{\circ}12'12''$  West a distance of 295.51 feet to a point 640.00 feet South of the North line of said Lot 1, thence East on a line parallel to and 640.00 feet South of said North line a distance of 101.24 feet to Point of Beginning,

Containing 0.32 acres, more or less, together with all abutters' rights, including all rights to access from the remaining portion of land owner's land onto the Limited Access Highway to be constructed on the above described property.

- B. A strip, piece or parcel of land lying in part of Lot 1, Block 1, CHANCELLOR ACRES as platted in the E/2 NW/4 of Section 7, T-18-N, R-14-E in Tulsa County, Oklahoma, said parcel of land being described by metes and bounds as follows:

Beginning at the Northwest corner of said Lot 1, thence South along the West line of said Lot 1 a distance of 83.27 feet, thence South  $76^{\circ}57'18''$  East a distance of 100.14 feet, thence South  $01^{\circ}41'07''$  East a distance of 211.95 feet, thence South  $21^{\circ}12'12''$  East a distance of 341.07 feet to a point 640.00 feet South of the North line of said Lot 1, thence East on a line parallel to and 640.00 feet South of said North line a distance of 101.24 feet to a point on the East line of said Lot 1, thence North along said East line a distance of 640.00 feet to the Northeast corner of said Lot 1, thence West along the North line of said Lot 1 a distance of 317.06 feet to Point of Beginning,

Containing 3.00 acres, more or less, together with all abutters right, including all rights to access from the remaining portion of land owner's land onto the Limited Access Highway to be constructed on the above described property, except that land owner, its heirs, successors or assigns, shall have the right of access to East 71st Street South, along the North side of the above described property, beginning at a point on the North line of the Lot 1 a distance of 268.89 feet West of the Northeast corner of said Lot 1 and extending West.



- C. A tract of land that is part of Lots One (1) and Two (2), Block One (1), CHANCELLOR ACRES, an Addition in the City of Tulsa, Tulsa County, Oklahoma, said tract of land being more particularly described as follows, to wit:

BEGINNING at a point that is the Southeast corner of Lot 1, Block 1, of UNION BUILDING, an Addition in the City of Tulsa, Tulsa County, Oklahoma; thence North 00°09'42" East along the Easterly line of said Block 1 of UNION BUILDING and along the Westerly line of Lot 1, of Block 1, of said CHANCELLOR ACRES for 221.73 feet to a point on the Southerly right of way line of East 71st Street South; thence South 75°37'04" East along said Southerly right of way line for 100.14 feet to a point on the Westerly right of way line of Mingo Valley Expressway; thence South 00°20'53" East for 211.95 feet; thence continuing along said right of way line South 19°52'36" East for 636.58 feet; thence continuing along said right of way line South 00°09' 37" West for 147.53 feet; thence North 89°46'10" West for 634.17 feet to a point on the Easterly right of way line of South 103rd East Avenue; thence N 00°09'47" East along said Easterly line for 425.00 feet; thence South 89°46'10' East for 317.07 feet; thence North 00°09'42" East for 335.00 feet to the Point of Beginning;

AND

A tract of land that is part of South 103rd East Avenue Lying Westerly of and adjacent to Lot 2 in Block 1 of CHANCELLOR ACRES, an Addition to the City of Tulsa, Tulsa County, Oklahoma, said tract of land being more particularly described as follows, to-wit:

STARTING at the Southwest corner of SOONER ELECTRICAL SUPPLY ADDITION, a Resubdivision of the West 167 feet of the North 305 feet of Lot 2, Block 1, CHANCELLOR ACRES, an Addition to the City of Tulsa, Tulsa County, Oklahoma; thence South 00°09'47" West along the Westerly line of said Lot 2 for 335.00 feet to the Point of Beginning of said tract of land; thence continuing South 00°09'47" West along said Westerly line for 425.00 feet; thence North 89°46'10" West for 25.00 feet to a point on the Centerline of South 103rd East Avenue; thence North 00°09'47" East along said Centerline and parallel with the Westerly line of said Lot 2 for 425.00 feet; thence South 89°46'10" East for 25.00 feet to the Point of Beginning.

- D. A parcel of land lying in Lot 4, Block 1, Chancellor Acres being more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of said Lot 4, Block 1; thence North along the West line of said Lot 4, Block 1, a distance of 330 feet; thence East parallel with the South line of Lot 4, Block 1, a distance of 305 feet; thence South parallel with the West line of Lot 4, Block 1, a distance of 330 feet to a point on the South line of Lot 4, Block 1; thence West 305 feet to the Point of Beginning, containing 2.30 acres, more or less.

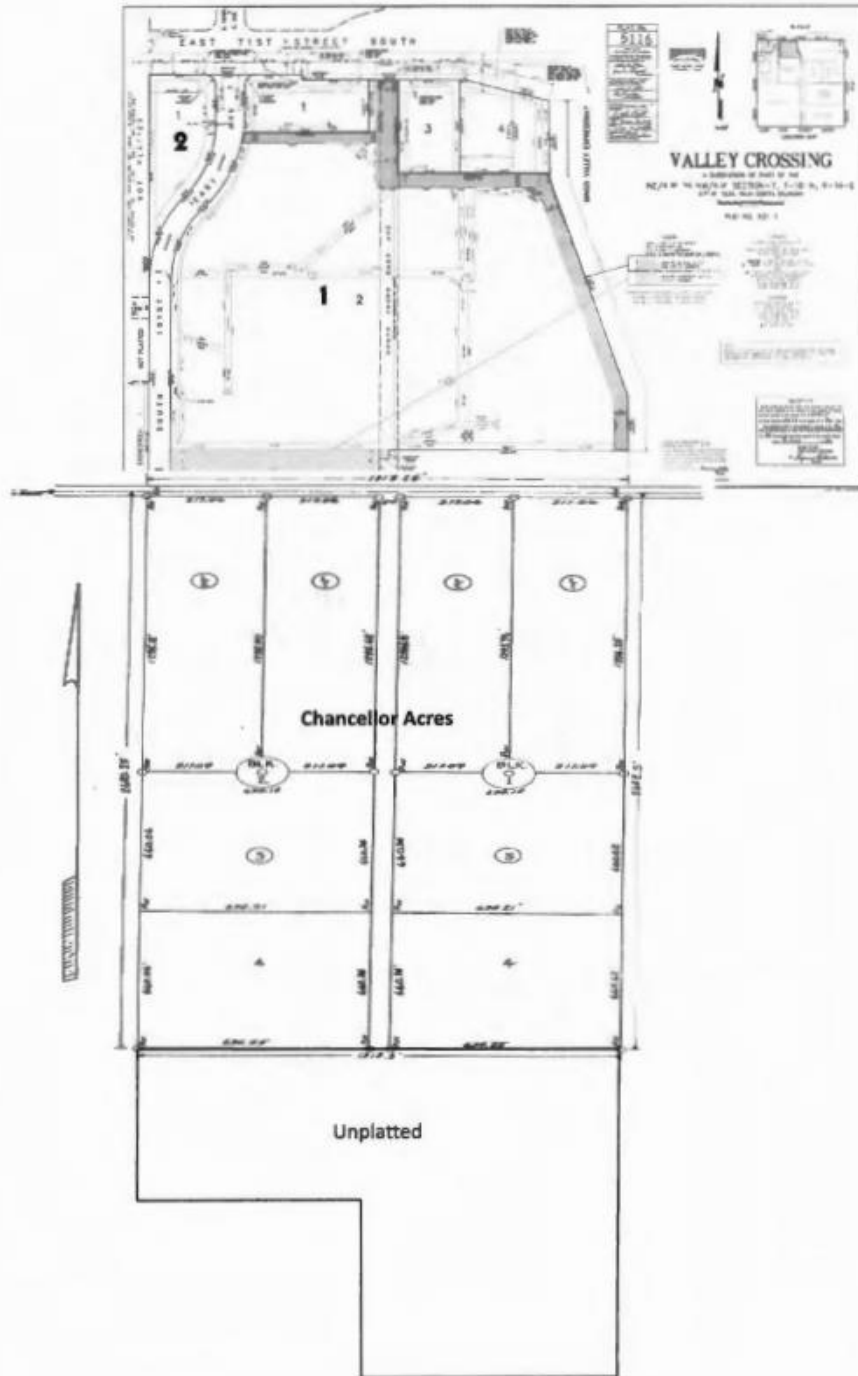
Chapman  
 Foundation  
 Donation:  
 29.87 ac

Existing COT:  
 26.80 ac

Total:  
 56.67 ac

- Valley Crossing  
 Subdivision
- Chancellor Acres  
 plat
- Unplatted





## RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with Your proposal.

Proposer's Name: \_\_\_\_\_

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 3-8)	
Respondent Information Sheet (required form)	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Additional Information (Optional)	

**Please Return Entire RFP Packet**

**PACKING LABEL**

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 24-922

RFP DESCRIPTION: Real Estate Development

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).  
Proposals must be sealed and either mailed or delivered to the City Clerk's Office.  
Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.