

RESOLUTION NO. 5943

**RESOLUTION APPROVING AMENDMENT OF REDEVELOPMENT
CONTRACTS AND REQUEST FOR ADDITIONAL FUNDING BY TDA
FOR WATER SYSTEM COSTS - TULSA URBAN DEVELOPMENT
GROUP (d/b/a URBAN8) PROJECT**

WHEREAS, the Tulsa Development Authority (TDA) has heretofore entered into a Contract for Sale of Land for Private Redevelopment ("Contract") separately with Tulsa Urban Development Group (TUDG) d/b/a URBAN8 for the innovative redevelopment of certain real property for individually owned residences, as more particularly described in said Contract (the "Property"), which redevelopment project is anticipated to serve as a catalyst for the construction of additional owner occupied residences within the Inner Dispersal Loop of downtown Tulsa, Oklahoma; and,

WHEREAS, TUDG has requested that TDA agree to pay funds for the installation of water system infrastructure facilities upon the Property and connecting to the City of Tulsa water main located on the south side of Third Street, said requested funds to be in an amount not to exceed \$57,000.00, in addition to amounts provided in said Contract, as previously amended, for water infrastructure purposes; and

WHEREAS, the parties desire to further amend the Contract to provide for additional funding by TDA for such water system infrastructure facilities in accordance with the plans, estimates and specifications presented to the TDA Board of Commissioners at its March 3, 2014 work study session; and

WHEREAS, TDA's Board of Commissioners has determined that it is in the best interests of the public, the City of Tulsa and the TDA to further amend the Contract to provide for such additional funding by TDA for the installation of such water infrastructure facilities in accordance with the plans, estimates and specifications presented to the TDA Board of Commissioners at its March 3, 2014 work study session and to authorize the payment of an amount not to exceed \$57,000.00 as and for reimbursement of costs actually incurred and paid for the installation of said water system facilities upon the Property; said \$57,000.00 to be escrowed from the Purchase Price to be paid under the Contract at Closing and otherwise subject to the same conditions to payment as set forth in Section 1(c) of said Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TULSA DEVELOPMENT AUTHORITY, that:

Section 1. The Board of Commissioners of the Tulsa Development Authority does hereby authorize and approve the amendment of the terms of the Redevelopment Contract with TUDG to provide for such additional funding by TDA for the installation of such water infrastructure facilities in accordance with the plans, estimates and specifications presented to the TDA Board of Commissioners at its March 3, 2014 work study session and to authorize the payment of an amount not to exceed \$57,000.00 as and for reimbursement of costs actually incurred and paid for the installation of said water system facilities upon the Property; said \$57,000.00 to be escrowed

from the Purchase Price to be paid under the Redevelopment Contract at Closing and otherwise subject to the same conditions to payment as set forth in Section 1(c) of said Redevelopment Contract.

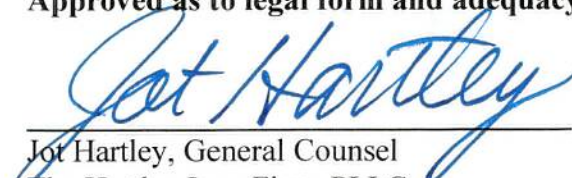
Section 2. This Resolution shall take effect immediately.

PASSED and ADOPTED this 13th day of March, 2014.

TULSA DEVELOPMENT AUTHORITY

By:  _____
Julius Pegues, Chairman

Approved as to legal form and adequacy:

 _____
Jot Hartley, General Counsel
The Hartley Law Firm, PLLC

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Development Services

March 11, 2014

Ms. Yvonne Hovell

Holston Group

Re: Urban 8 Development Project

Dear Ms. Hovell:

Your proposal of providing water service to the development is satisfactory to the City of Tulsa. In simple terms, to serve the 8 lots along 3rd street, you will utilize the 12 inch water main along the south side of the street as the source. The service lines will tap the main and cross under the street by boring in 4 locations with single lines and then split into 2 lines each to serve the 8 lots. The proposal from Top Quality Plumbing to you dated 3/06/2014 describes the work involved.

Your plumber will need to obtain the proper permits prior to starting the actual work.

Good Luck with your development.

Respectively,

Harold Tohlen, P.E., CFM
Infrastructure Development Manager and Floodplain Administrator
City of Tulsa Planning & Development Department
175 E 2nd St., Suite 450. Tulsa, OK 74103
T: 918-596-7344
E: htohlen@cityoftulsa.org
www.cityoftulsa.org

PROPOSAL

TOP QUALITY PLUMBING, INC.

4842-8 S Elwood Avenue

Tulsa, OK 74107

Office/Fax (918) 447-0040

Contractor License #35980

Builder:

Yvonne Hovell
West Construction
(918)939-8973

Job Address:

Urban 8
3rd & Greenwood

3/06/2014

Water Taps Proposal

- 4 - 3" Long Domestic Water Taps with Road Bores onto City of Tulsa Water Main with 3" K Copper Service Line
- 4 - 3 x 1 ½ x 1 ½ Copper Split Tees
- 8 - 36" Galvanized Meter Can, 1 ½" Meter Setter, 1 ½" Water Meter and Connecting Hardware
- 8 - City of Tulsa Permits & Inspections
- 1 - Excavation & Backfill
- 4 - Street Cuts on 3rd Street
- 1 - Right of Way Permit
- 1 - Haul Off of Excess Spoils and Concrete
- 4 - City of Tulsa Asphalt Patches on Roadway
- 4 - Sets of Safety Barricade Control
- 8 - 1 1/2" PVC Water Service Lines from Meter to House
- 1 - Includes Compaction of Existing Soils into Ditch Line
- 1 - Includes Permit, Excavation, Material & Backfill
(Does not include Sand or Gravel of Ditch Line)

Special Note: Due to the original proposal being over 90 days, and the City of Tulsa permit or Road Patch Fees increases, these charges WILL BE ADDED into the final cost.

NOTE: Any unforeseen obstructions or changes in the predetermined scope of work will be an additional charge.
Each road bore will be between lots 7 & 8, lots 5 & 6, lots 3 & 4, and on the east side of lots 1 & 2. All water service lines are to run straight down the side of house and not wrap around the house.

Proposal

Terms

1. Top Quality Plumbing, Inc. is not responsible for the removal or replacement of dirt, concrete, rock, grass, fences, or yard ornaments, etc. Any of these items that are tampered with by us will be put back to the best of our ability. Otherwise, they are the responsibility of the customer.
2. During any required excavation, there may be an additional charge if the following items are encountered:
 - a. Removal of rock to allow for proper depth
 - b. Removal of fences
 - c. Removal of sod
 - d. Crossing or boring of roads, sidewalks, driveways, and creeks
 - e. Excessive mud or water
 - f. Services over 60 feet in length
 - g. Sewer taps over 6 feet in depth
 - h. The customer is responsible for the purchase of sand or fill for backfilling due to rock
3. We will not warranty frozen lines, clogged drains, fixtures provided by the Customer, destruction or relocation of plumbing due to acts of nature, vandalism, or circumstances deemed probable by the owner of Top Quality Plumbing, Inc. There may be an additional charge for any of these items serviced or repaired by us.
4. Most proposals include all labor, material and connecting supplies to be used. Any items not listed in the proposal may be an additional charge to be installed. All materials used will be code and city approved.
5. Top Quality Plumbing, Inc. honors a 1 year warranty on labor only effective from the final installation of the said product. All products or material used is subject to manufacture warranty which they may or may not provide. Jobs taking longer than 4 months may be subject to a cost increase due to market fluctuation.
6. **All invoices are due upon receipt.** If payment is not received in full within 30 days, from the date of the invoice, a 1.6% monthly late fee will be added to the balance due. In the event that it becomes necessary to incur any expenses for collection of an overdue account, the customer is liable for all costs incurred: such as collection charges, court costs, lien fees & attorney fees will be added to the balance due.

Proposal: \$56,810.00

Draws as follows:

Rough

Top Out

Fixtures

Top Quality Plumbing, Inc. is licensed, bonded and insured. We strive for the highest standards & customer satisfaction. All proposal terms page must be signed & a copy returned to TQP.

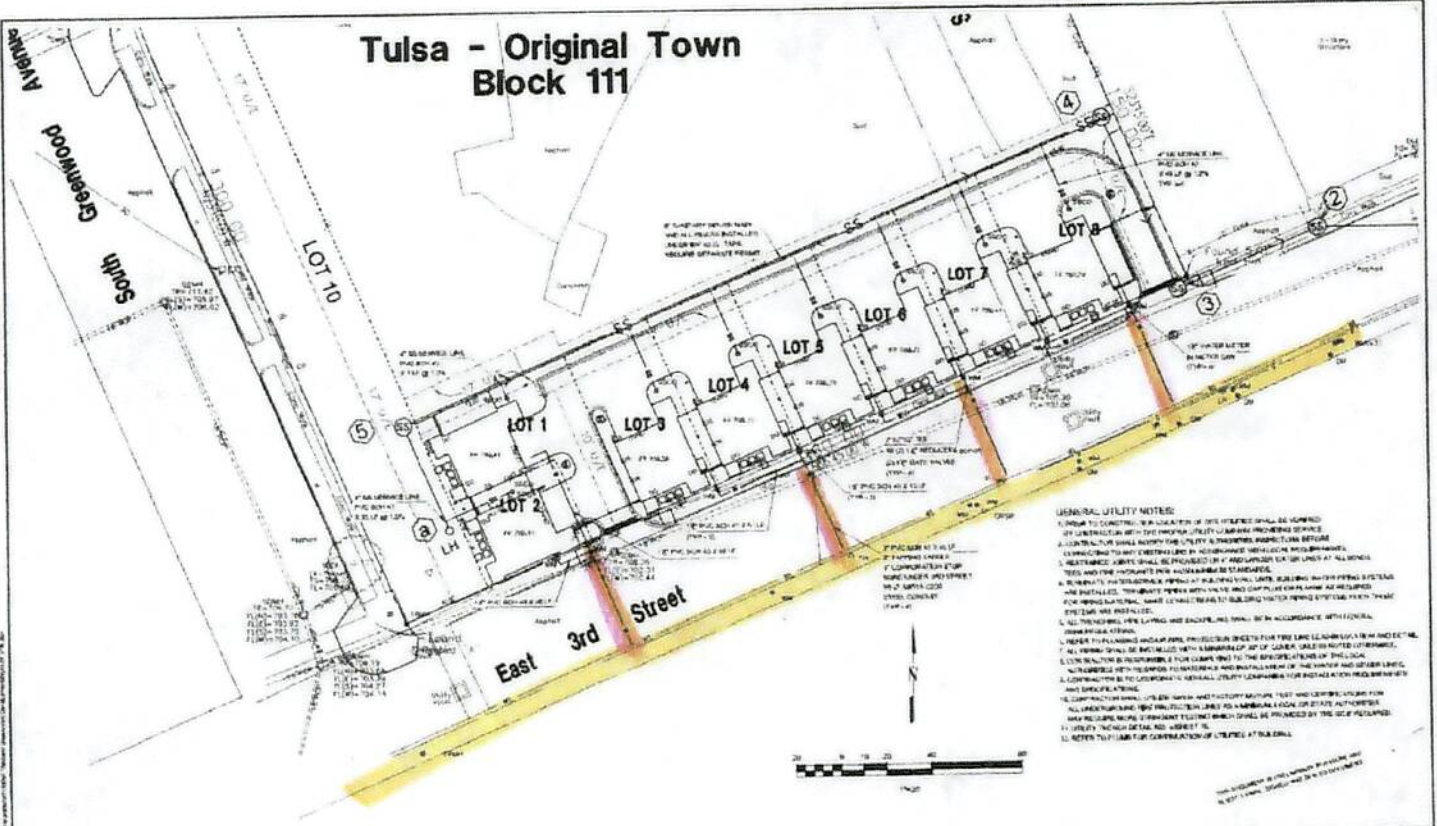
Shawn Little, President

Date

Owner/Builder

Date

Tulsa - Original Town Block 111



GENERAL UTILITY NOTES:

1. OWNER TO VERIFY LOCATION OF ALL UTILITIES SHALL BE OWNERS OF UTILITIES AND THE PROPERTY OWNER'S ENGINEERING OFFICE.
2. CONTRACTOR SHALL VERIFY THE EXISTING UTILITIES BEFORE CONSTRUCTION AND NOTIFY THE CITY ENGINEERING DEPARTMENT.
3. EXISTING UTILITIES SHALL BE PROTECTED BY ADEQUATE PROTECTIVE DEVICES AND THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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ALL UTILITIES SHOWN ARE APPROXIMATE AND NOT TO BE CONSIDERED AS A BASIS FOR CONSTRUCTION.

REV.	DESCRIPTION	DATE

CAUTION
 WORK TO BE COMPLETED
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

CONTACT
 PROJECT NO. 111004
 SHEET NO. 10 OF 12

UTILITY PLAN

PROJECT NO. 111004

SHEET NO. 10 OF 12